



The Town of Hilton Head Island  
**Town Council**  
Tuesday, August 20, 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 – Pastor Neil M. Yongue, Jr, St. Andrew by the Sea United Methodist**
5. **Approval of Minutes**
  - a. Town Council Meeting, July 16 2019
6. **Report of the Town Manager**
  - a. Parks and Recreation Commission Semi-Annual Report – Ray Kisiah, Chairman
  - b. Introduction to Lose Design, Parks and Recreation Master Plan Consultant – John Lavender
  - c. Proposed Town Council Meeting Dates for 2020
  - d. Items of Interest
7. **Reports from Members of Council**
  - a. General Reports from Council
  - b. Report of the Intergovernmental Committee – Bill Harkins
  - c. Report of the Community Services & Public Safety Committee – Marc Grant
  - d. Report of the Public Planning Committee – David Ames
  - e. Report of the Finance & Administrative Committee – Tom Lennox
8. **Proclamations/Commendations**
  - a. USCB Sand Shark Welcome Week Proclamation
9. **Consent Agenda – NONE**
10. **Appearances by Citizens**

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

## **11. Unfinished Business**

### **a. Second Reading of Proposed Ordinance 2019-18 – Special Obligation Bonds**

Second Reading of Proposed Ordinance 2019-18 providing for the issuance and sale of Town of Hilton Head Island, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), in one or more Series, in the Principal amount of not exceeding \$17,000,000, delegating the authority to the Town Manager to determine certain matters with respect to the Bonds, prescribing the form and details of such Bonds; other matters relating thereto; and providing for severability and an effective date.

## **12. New Business**

### **a. First Reading of Proposed Ordinance 2019-16 – Lease of Real Property**

First Reading of Proposed Ordinance 2019-16 of the Town of Hilton Head Island, South Carolina, authorizing the execution and delivery of a lease of Real Property owned by the Town of Hilton Head Island, South Carolina, with the Beaufort County Sheriff's Office, Pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.

### **b. First Reading of Proposed Ordinance 2019-19 – 280 Fish Haul Road Rezoning**

First Reading of Proposed Ordinance 2019-19 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 with respect to the certain Parcel identified as Tax District 510, Map 4, Parcel 16, (TIN R510 004 000 0016 0000) on the Beaufort County, South Carolina Tax Maps to rezone the Parcel from RM-4 (Low to Moderate Density Residential) and RM-8 (Moderate Density Residential) Zoning Districts to the RM-12 (Moderate to High Density Residential) Zoning District; and providing for severability and an effective date.

### **c. First Reading of Proposed Ordinance 2019-23 – FY2020 Budget Roll Forwards**

First Reading of Proposed Ordinance 2019-23 to amend the Budget for the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2020; to provide for the budgeted appropriations of prior year budget roll-forwards and the expenditures of certain funds; to allocate the sources of revenue for the said funds; and providing for severability and effective date.

### **d. First Reading of Proposed Ordinance 2019-24 – Recreational Vehicles**

First Reading of Proposed Ordinance 2019-24 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance (LMO), Chapters 3, 4, and 10 to revise various sections. These amendments, commonly referred to as "RV Amendments" as noticed in the Island Packet on May 5, 2019, include changes that provide for general amendments to a variety of Sections in the LMO related to the use of Recreational Vehicles; and providing for severability and an effective date.

### **e. First Reading of Proposed Ordinance 2019-25 – Change in Rules and Procedure**

First Reading of Proposed Ordinance 2019-25 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 2-5-50 Agenda and Order of Business; and providing for severability and an effective date.

## **12. New Business (cont.)**

### **f. Consideration of a Resolution – Tidal Bluff Rezoning**

Consideration of a Resolution by the Town Council of the Town of Hilton Head Island denying the Application for Zoning May Amendment ZA-001460-2019 which requests an amendment to Chapter 1 of Title 16, "The Land Management Ordinance" (LMO), of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, of the Official Zoning Map with respect to those certain Parcels identified as Beaufort County Tax District 510 Parcels 17, 376, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405 and 406 in Beaufort County Tax Map 5 to Rezone the Parcels from the RM-4 (Low to Moderate Density Residential) Zoning District to the RM-12 (Moderate to High Density Residential) Zoning District.

### **g. Consideration of a Recommendation – Designated Marketing Organization Request for Qualifications**

Consideration of a Recommendation from the Finance and Administrative Committee to Town Council authorizing the Town to issue a Request for Qualifications for its Designated Marketing Organization.

### **h. Consideration of a Recommendation – Phase 2 of the Cordillo Tennis Courts Renovation Project**

Consideration of a Recommendation from the Community Services and Public Safety Committee that Town Council support the design, permitting, and construction of Phase 2 of the Cordillo Tennis Courts Renovation project.

### **i. Consideration of a Recommendation – Public Dedication of Private Roads – Main Street, from Whooping Crain Way to Wilborn Road, Central Avenue, Museum Street, Merchant Street and a portion of Meeting Street**

Consideration of a Recommendation from the Community Services and Public Safety Committee that Town Council authorize the Town Manager to identify clearly defined, viable funding options available to fund the costs for maintenance and improvements to the private roads potentially being dedicated to the Town, but only after a full review of the applicant's current obligations for road and right of way operations and maintenance under their covenant and articles of organization or incorporation.

### **j. Consideration of a Recommendation – Community Development Block Grant 2015-2019 Five Year Consolidated Plan Funding Program**

Consideration of a Recommendation from the Community Services and Public Safety Committee that Town Council approve the projects in the 2015-2019 Five Year Consolidated Plan funding program.

### **k. Consideration of a Potential Cost Sharing Project Related to a Potential Third Lane on a Portion of William Hilton Parkway**

Consideration of a Recommendation that Town Council authorize the Town Manager to review and analyze the scope and scale of the proposed Circle K convenience store redevelopment plan to determine the potential opportunity and benefit of a public/private partnership involving Town contemplated and adjacent public road improvements.

### **l. Consideration of a Recommendation – Guiding Principles for Evaluating the U.S. 278 Corridor Alternatives**

Consideration of a Recommendation from the U.S. 278 Gateway Corridor Committee that Town Council endorse the "Guiding Principles for the U.S. 278 Gateway Corridor Project" and forward to Beaufort County and the Town of Bluffton for consideration.

**13. Executive Session**

**a. Legal Advice**

Receipt of legal advice related to pending, threatened, or potential claim related to actions taken by the Board of Zoning Appeals.

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

**15. Adjournment**



## Town of Hilton Head Island

# Town Council

Tuesday, July 16, 2019 at 4:00 pm

Benjamin M. Racusin Council Chambers

## MEETING MINUTES

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

**Absent from Town Council:** Bill Harkins, *Mayor Pro-Tempore*; Marc Grant, *Council Member*

**Present from Town Staff:** Steve Riley, *Town Manager*; Charles Cousins, *Assistant to the Town Manager*; Scott Liggett, *Director of Public Projects and Facilities*; Shawn Colin, *Director of Community Development*; John Troyer, *Finance Director*; Angie Stone, *Human Resource Director*; Brad Tadlock, *Fire Chief*; Chris Blankenship, *Deputy Fire Chief*; Joheida Fister, *Deputy Fire Chief*; Tom Bouthillet, *Battalion Chief*; Melissa Cope, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

**Present from Media:** Kathrine Kokal

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### 1. Call to Order

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

### 2. FOIA Compliance

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

### 3. Pledge to the Flag

### 4. Invocation – Rabbi Brad Bloom, Congregation Beth Yam

Rabbi Brad Bloom delivered the Invocation.

### 5. Approval of Minutes

#### a. Town Council Meeting, June 18, 2019

Mrs. Becker moved to approve the minutes from June 18, 2019. Mr. Stanford seconded. The motion was approved by a vote of 5-0.

### 6. Report of the Town Manager

#### a. Board of Zoning Appeals Semi-Annual Report – Jerry Cutrer, Chairman

Jerry Cutrer, Chairman, gave an update to the members of Town Council highlighting the past six months of business covered by the Board of Zoning Appeals. Mr. Cutrer discussed the couple of variances and one appeal that was heard over the previous six months.

#### b. Design Review Board Semi-Annual Report – Dale Strecker, Chairman

Dale Strecker, Chairman, gave an update to the members of the Town Council highlighting the past six months of business covered by the Design Review Board. Mr. Strecker discussed new developments, alterations and additions, as well as the number of signs the Board reviewed over the previous six months.

#### c. Items of Interest

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

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

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

Mayor McCann asked Mr. Riley to have staff begin working on a series of new ordinances if needed, to be presented to Town Council by the December workshop, regarding the beaches, traffic, and parking. He said this would include the sea turtles, shovels, tents, chairs, and any further items related to the matter. The Mayor said that staff will be working with a consultant to discuss parking and parking fees not only for Coligny, but for the entire Town. He said every beach and every parking location would be reviewed between now and the December Town Council workshop. Mr. Ames noted that the Public Planning Committee will be discussing the shovels and other beach items at their next meeting. The Mayor noted that the Public Planning Committee will be very instrumental in helping with the planning of these items.

### **b. Report of the Intergovernmental Committee – Bill Harkins**

No report – Mr. Harkins was not in attendance.

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

In Mr. Grant's absence, Mr. Ames reported that the Committee met on June 24, 2019 where they received an update from staff on the Cordillo tennis courts renovation project. The Committee approved a motion recommending that Council support the design, permitting, and construction of Phase two of the renovation project, which would be coming forward to the next Town Council meeting. Mr. Ames noted that at this time, the construction of a building with community gathering space is not recommended because the private covenants that require the property be maintained as a tennis facility on the property.

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

Mr. Ames reported that the Public Planning Committee met on June 27, 2019 where they discussed wireless connectivity on the Island, garden shovels on the beach, RV amendments, and a rezoning in the Mitchelville area which was passed and will be moving on to Town Council to review.

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

Mr. Lennox reported that four items were discussed and three were unanimously approved, the first being the discussion of the Town Manager's review process and procedure, an ordinance for the Sheriff's Office lease of real property, 2011 Hospitality Bonds, and the Request for Qualifications for the Designated Marketing Organization. He said that these items would be coming forward to the upcoming Town Council meeting.

## **8. Appearance by Citizens**

**Rev. Nelson B. Rivers:** Addressed the members of Town Council regarding diversity within the Town.

## **9. Consent Agenda – NONE**

## **10. Proclamations/Commendations - NONE**

## **11. Unfinished Business**

### **a. Second Reading of Proposed Ordinance 2019-16 – Hilton Head Christian Academy Rezoning**

Second Reading of Proposed Ordinance 2019-16 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 260 Units, and to maintain the existing Institutional Use and Density, and to reduce the maximum building height allowed from 75 feet to 45 feet for three story buildings adjacent to the Southern property boundary and from 75 feet to 55 feet for four story buildings on the rest of the site; and provide a minimum rental duration of 6 months, reserve five percent of the units as workforce housing units for a duration of twenty years, and to include a Type C buffer along the North property boundary; and providing for severability and an effective date.

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

### **(a). Second Reading of Proposed Ordinance 2019-16 – Hilton Head Christian Academy Rezoning**

Mrs. Becker moved to approve. Mr. Lennox seconded. Mr. Stanford noted that he was concerned that the original draft of workforce housing, short-term rental agreement has not been amended in accordance with the discussions that were had at the previous meeting. He said that he realizes that was just an oversight and is not contending that there was anything done on purposes. Mr. Stanford said there are some other provisions related to the term in which conversions cannot take place, notice and compliance with those aspects, and he said he would like clarification and injunctive relief that would be afforded to the Town, should these types of violations take place. Mr. Stanford moved to authorize the Town Manager, to ensure that those provisions are provided within the agreement, to provide workforce housing conversion restriction and short-term rental restriction prior to the execution and issuance of the development permits for this project, specifically the term during which, no conversion can occur during twenty (20) years as previously agreed, notice or proof of compliance and enforcement of the workforce housing provisions of the agreement and clarification of injunctive and other equitable relief in the event of noncompliance. Mr. Ames seconded. With some discussion from the public at large and the members of Town Council, the motion made by Mr. Stanford passed by a vote of 5-0.

Mr. Ames asked Mr. Nester about the length of time the short-term rentals will be in place. Mr. Nester of Burr Forman Law Firm, stated that the proposal originally said ten (10) year, and also noted that to respond to Mr. Stanford's motion, due to time restraints between the Planning Commission meeting and the last Town Council meeting, there was not time to update the documents. Asking Council hypothetically, would we be approving this today, if this were 260 units of short-term rentals, on this site? He further said, that we need to keep in mind that the ramifications of this project going to short-term rentals in ten (10) years is the opposite of preserving the quality of the residential neighborhoods in this community. Mr. Ames said that it is avoiding the demand for affordable housing and it's the kind of policy that he thinks that Council should be trying to preserve the housing stock for permanent residential. He said that he felt there is tremendous pressure in the community to transition to a resort. Mr. Ames said that you can see it as condominiums move over to short-term rentals. He said that he feels that it is the responsibility of Town Council to think long term. Mr. Ames said that he would feel much more comfortable if this ten (10) year sunset clause were extended to twenty (20) years; but would also say that if a future Council determines that it should go to short-term rentals, that is their business. He went on to say that from the standpoint, today, he felt, that Town Council should be insisting on this being a long term permanent residential project. With some discussion from the public at large, the Mayor asked the question, the initial motion made by Mrs. Becker, and seconded by Mr. Lennox was approved by a vote of 4-1, Mr. Ames opposed.

## **12. New Business**

### **a. First Reading of Proposed Ordinance 2019-18 – Special Obligation Bonds**

First Reading of Proposed Ordinance 2019-18 providing for the issuance and sale of Town of Hilton Head Island, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), in one or more Series, in the Principal amount of not exceeding \$17,000,000, delegating the authority to the Town Manager to determine certain matters with respect to the Bonds, prescribing the form and details of such Bonds; other matters relating thereto; and providing for severability and an effective date.

A motion was made and seconded (inaudible on recording). Brent Robertson with Steifel, Nicholas, and Company made a brief presentation to the members of Town Council and public at large. With no discussion from the public or from Town Council, the motion was approved by a vote of 5-0.

## **13. Executive Session**

Mr. Riley stated that an Executive Session was needed to review the following matters; (a) Land Acquisition, discussion of negotiations incident to the proposed contractual arrangements, sale or purchase of property in the (i) Old Wild Horse Road area, (ii) Marshland Road area, (iii) Beach City Road area, and (iv) Spanish Wells Road area, and (b) Contractual Matters, discussion of negotiations incident to proposed contractual arrangements regarding the Hilton Head Island Airport.

At 4:35 p.m. Mr. Stanford moved to go into Executive Session for the items mention by the Town Manager. Mrs. Becker seconded. The motion was approved by a vote of 5-0.

At 4:45 p.m., Town Council returned to the dais.

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

- a. Possible actions by Town Council concerning the Spanish Wells Road area.

Mr. Stanford moved that the Town Council authorized the Mayor and Town Manager to execute and deliver a contract by and between the Town of Hilton Head Island, South Carolina, and Megr, LLC, for the purchase and sale of a property of 1.07 acres, more or less, located on U.S. 278, and to take such other and further actions as may be necessary to complete the transaction described in the contract. Mrs. Becker seconded. With no discussion from the public or the Town Council, the motion passed by a vote of 5-0.

**15. Adjournment**

At 5:02, Mr. Stanford moved to adjourn. Mrs. Becker seconded. The motion was approved by a vote of 5-0

Approved: August 20, 2019

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Krista Wiedmeyer, Town Clerk

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John J. McCann, Mayor

DRAFT





# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Town Council  
**FROM:** Ray Kisiah, *Chairman of the Parks and Recreation Commission*  
**DATE:** August 1, 2019  
**SUBJECT:** Parks & Recreation Commission Semi-Annual Report:  
February 2019 – July 2019

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The May 2019 Parks & Recreation Commission was cancelled due to lack of agenda items.

### **Work Session Meetings**

February 2019 – Items discussed:

- Parks and Recreation Master Plan scope of project
- Cordillo Tennis Courts contract for removal and replacement of courts
- Selection of parks and recreation CIP projects

March 2019 – Items discussed:

- The Commission's recommended projects for the 2020 fiscal budget year
- Review the draft request for proposal (RFP) for the Parks and Recreation Master Plan
- Update on the four proposals received for the Celebration Park project

April 2019 – Items discussed:

- Island Recreation Association funding request for fiscal year 2020
- Update on the Parks and Recreation Master Plan RFP
- Batting cage repairs at Crossings Park
- Public request for support and guidance from the Commission for a pickleball center located at Chaplin Park to be done as a CIP park improvement rather than a separate project

### **Regular Commission Meetings**

June 2019 – Items discussed:

- Notified of the Bicycle Friendly Community designation at the Gold Level
- Update on condition of Town fields
- Update on the Parks and Recreation Task Group coinciding with the Parks and Recreation Master Plan project
- Informed the Commission will review and make a recommendation of the final Parks and Recreation Master Plan to Town Council
- Update on status of the seven Parks and Recreation Master Plan proposal received

July 2019 – Items discussed:

- Reappointed commissioner sworn in
- Election of chairman and vice chairman conducted and resulted in the same commissioners holding chairman and vice chairman positions
- Update on the firm selected for the Parks and Recreation Master Plan and anticipated dates for project kick-off meetings
- Update on the Celebration Park construction progress



The Town of Hilton Head Island  
**Town Council**  
**2020 PROPOSED MEETING DATES**

January 7 <sup>th</sup>	July 7 <sup>th</sup> <b>CANCEL</b>
January 21 <sup>st</sup>	July 21 <sup>st</sup>
February 4 <sup>th</sup> <b>CANCEL</b>	August 4 <sup>th</sup> <b>CANCEL</b>
February 18 <sup>th</sup>	August 18 <sup>th</sup>
March 3 <sup>rd</sup>	September 1 <sup>st</sup> <b>CANCEL</b>
March 17 <sup>th</sup>	September 15 <sup>th**</sup>
April 7 <sup>th</sup>	October 6 <sup>th</sup>
April 21 <sup>st</sup>	October 20 <sup>th</sup>
May 5 <sup>th</sup>	<b>(Wednesday)</b> November 4 <sup>th</sup>
May 12 <sup>th</sup> <b>BUDGET WORKSHOP</b>	November 17 <sup>th</sup>
May 19 <sup>th</sup>	December 1 <sup>st</sup>
June 2 <sup>nd</sup>	December 15 <sup>th</sup>
June 16 <sup>th</sup>	--

*Regular meetings of the Council shall be held on the first and third Tuesday of each month at 4:00 p.m. in the Benjamin M. Racusin Council Chambers, unless changed by a majority vote of the members present at any regular or special meeting.*

**RECOMMENDATIONS:**

**February 4<sup>th</sup>:** Cancel the meeting due to the scheduling conflict with the Municipal Association's Hometown Legislation Action Day also on February 4<sup>th</sup>.

**July 7<sup>th</sup>:** Cancel the meeting as the month of July traditionally had had only one meeting.

**August 4<sup>th</sup>:** Cancel the meeting as the month of August traditionally had had only one meeting.

**September 1<sup>st</sup>:** Cancel the meeting as the month of September traditionally had had only one meeting.

**September 15<sup>th</sup>:** This meeting shall begin upon the conclusion of the *2020 Constitution Day Celebration*.

**November 4<sup>th</sup>:** Due to the 2020 Election taking place on Tuesday, November 3<sup>rd</sup>, the meeting shall be moved to Wednesday, November 4<sup>th</sup>.



# Items of Interest

August 20, 2019

## TOWN NEWS

- The Town of Hilton Head Island now has a designated *Certified Playground Safety Inspector!* Trent Justice, Facilities Management Technician, recently received his designation from the National Recreation and Park Association. The certification relates to design and installation, maintenance, audits and inspections, as well as documentation for risk management. Trent will now be performing audits and numerous inspections to all of the Town's playground equipment.
- Rene Phillips, Website Administrator, recently completed a 9 month program through the Public Technology Institute and Rutgers University for Government Services, earning the Certified Government Digital Services Professional designation. This program is designed to provide practical and leadership-oriented professional development for government technology professional in the fast-evolving field of delivering digital services.
- Congratulations to Tom Dunn, Emergency Management Coordinator, on receiving the *State Achievement Ribbon!* This was awarded to Tom for his outstanding performance of duty while serving as a volunteer in support of the State of Emergency Operations Center during Hurricane Florence from September 8, 2018 to October 8, 2018. His Service as a member of the Situation Unit demonstrated his critical decision making skills and combined with his experience, enhanced the information provided to state leadership. Tom's willingness to volunteer, combined with his cheerful accomplishment of any task during a period of great crisis, demonstrates a strong love for country and state and provides an example of professionalism that reflects great credit upon himself and Hilton Head Island.

*In Observance of Labor Day, the Town of Hilton Head Island Administrative Offices will be closed Monday, September 2, 2019.*

## TOWN MEETINGS

- Public Planning Committee – Thursday, August 22, 2019 at 3:00 p.m.
- Community Services & Public Safety Committee – Monday, August 26, 2019 at 9:00 a.m.
- Public Planning Committee – Thursday, July 25, 2019 at 3:00 p.m.
- Intergovernmental Committee – Monday, September 9, 2019 at 10:00 a.m.
- Finance & Administrative Committee – Tuesday, September 17, 2019 at 2:00 p.m.
- Town Council Meeting – Tuesday, September 17, 2019 at 4:00 p.m.

## HILTON HEAD ISLAND EVENTS

- 2019 Fall Music and Taste Fest – Every Thursday, September 5, 2019 – October 17, 2019 – 6:00-9:00 p.m. at Shelter Cover Harbour
- 1 in 5 Wellness Festival – Saturday, September 14, 2019 – 10:00 – 2:00 p.m. at Shelter Cove Community Park



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/)

# Proclamation

BY

**THE TOWN OF HILTON HEAD ISLAND**

**WHEREAS**, the University of South Carolina Beaufort is a fully accredited, comprehensive, baccalaureate institution within the University of South Carolina System; and

**WHEREAS**, USCB provides specialized instruction in thirty-eight areas of study within twenty degree programs to fulfill its mission to respond to regional needs, draw upon regional strengths, and prepare graduates to contribute locally, nationally, and internationally; and

**WHEREAS**, USCB is a primary regional resource for exceptionally skilled health-care professionals, teachers, hospitality managers, science-based researchers and computational troubleshooters in the South Carolina Lowcountry; and

**WHEREAS**, USCB has a reputation for institutional prominence as a regional problem-solver, catalyst for progress, and engine for growth; and

**WHEREAS**, reports on the economic impact of higher education in Beaufort County indicate that 1,066 jobs, \$50.5 million in additional wage and salary income, \$122.4 million in economic output, and \$1.6 million in net government revenue are attributable to USCB each year; and

**WHEREAS**, this week USCB welcomes more than 2,100 students, their parents, and other family members, and friends to campuses in Bluffton, Beaufort, and Hilton Head Island and to athletic facilities in Hardeeville to start the 2019-2020 academic year.

**NOW, THEREFORE**, I **John J. McCann, Mayor** of the **Town of Hilton Head Island, South Carolina**, hereby proclaim the week of **August 18-25, 2019** as

**USCB SAND SHARK WELCOME WEEK**

in the Town of Hilton Head Island, and call on all citizens on the Island to welcome all of the students with open arms as they start the new academic year!

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

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John J. McCann, Mayor

Attest:

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Krista M. Wiedmeyer, Town Clerk



## **MEMORANDUM**

**TO:** Town Council

**FROM:** John Troyer, CPA, Director of Finance

**VIA:** Joshua A. Gruber, Assistant Town Manager

**VIA:** Stephen G. Riley, ICMA-CM, Town Manager

**DATE:** July 18, 2019

**RE:** **Second Reading of Proposed Ordinance No. 2019-18**

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**Recommendation:**

Staff recommends Town Council approve the second reading of Proposed Ordinance No. 2019-18. The Ordinance provides for the authorization to issue special obligation bonds to refund special obligation bonds Series 2011 A and Series 2011 B to achieve savings and improve the Town's cash flow. The Town has previously directed the Financial Advisor and Bond Counsel to seek to take advantage of market opportunities to save the Town money on its outstanding debt. This recommendation is a result of those efforts.

**There have been no changes since the First Reading.**

SECOND SUPPLEMENTAL ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, SPECIAL OBLIGATION REFUNDING BONDS (HOSPITALITY FEE PLEDGE), IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000; DELEGATING THE AUTHORITY TO THE TOWN MANAGER TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; OTHER MATTERS RELATING THERETO; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council (the “Council”) of the Town of Hilton Head Island, South Carolina (the “Town”), enacted an Ordinance (the “General Bond Ordinance”) on September 6, 2011 to authorize generally the issuance of Bonds (as defined in the General Bond Ordinance); and

WHEREAS, pursuant to the General Bond Ordinance, the Bonds are payable from and secured by a pledge of Hospitality Fees (as defined in the General Bond Ordinance); and

WHEREAS, the Town has heretofore issued \$15,250,000 original principal amount of its Special Obligation Bonds (Hospitality Fee Pledge), Series 2011A (the “Bonds of 2011A”), and \$8,250,000 original principal amount of its Special Obligation Bonds (Hospitality Fee Pledge), Series 2011B (the “Bonds of 2011B” and, together with the Bonds of 2011A, the “Bonds of 2011”); and

WHEREAS, the Town desires to issue not exceeding \$17,000,000 principal amount of its Special Obligation Refunding Bonds (Hospitality Fee Pledge), in one or more series (the “New Bonds”) to refinance all or a portion of the Bonds of 2011 (the “Bonds to be Refunded”); and

WHEREAS, the Town Council has been advised that in order to refinance the Bonds to be Refunded, the Town Council must enact an appropriate ordinance supplemental to the General Bond Ordinance authorizing the issuance of the New Bonds.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in the General Bond Ordinance (such General Bond Ordinance as from time to time amended or

supplemented by Supplemental Ordinances being defined in the General Bond Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Second Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“Bonds of 2011” shall mean the Bonds of 2011A and the Bonds of 2011B.

“Bonds of 2011A” shall mean the \$15,250,000 original principal amount Town of Hilton Head Island, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2011A, outstanding as of the date hereof in the principal amount of \$11,965,000.

“Bonds of 2011B” shall mean the \$8,250,000 original principal amount Town of Hilton Head Island, South Carolina, Special Obligation Bonds (Hospitality Fee Pledge), Series 2011B, outstanding as of the date hereof in the principal amount of \$4,770,000.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the Town, the Trustee, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the Town, the Trustee, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriter and the Town, as amended or supplemented thereto.

“Bonds to be Refunded” shall mean all or a portion of the Bonds of 2011 (or any Series thereof) selected by the Town Manager pursuant to Section 11 hereof, to be refinanced with a Series of the New Bonds.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Second Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the respective office of the Trustee, the Paying Agent and the Registrar is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“Code” shall mean the Internal Revenue Code of 1986, as amended.



“Continuing Disclosure Certificate” shall have the meaning given that term in Section 15 hereof.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Escrow Agent” shall mean Wells Fargo Bank, N.A., or such other bank or financial institution selected by the Town Manager pursuant to Section 11 hereof, in each case its capacity as Paying Agent for the Bonds of 2011.

“Escrow Agreement” shall mean the Escrow Agreement dated the date of its execution between the Town and the Escrow Agent.

“Escrow Fund” shall mean the fund of that name created pursuant to the Escrow Agreement.

“First Supplemental Ordinance” shall mean Ordinance No. 2011-20 duly enacted by the Town Council on September 6, 2011, authorizing the Bonds of 2011.

“General Bond Ordinance” shall mean Ordinance No. 2011-17 duly enacted by the Town Council on September 6, 2011, authorizing the issuance from time to time of Bonds.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurer” shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

“Insurer Default” shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

“Interest Payment Date” shall mean any June 1 and December 1 of each year, commencing December 1, 2019, or such other date as the Town Manager may determine pursuant to Section 11 hereof.

“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the Town, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the Town of Hilton Head Island, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), issuable in one or more series, in the aggregate principal amount of not exceeding \$17,000,000 authorized to be issued hereunder.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the Town Manager pursuant to Section 11 hereof to act as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Registrar” shall mean the bank, trust company or other financial institution selected by the Town Manager pursuant to Section 11 hereof to act as Registrar for the New Bonds.

“Second Supplemental Ordinance” shall mean shall mean this Ordinance enacted by the Town Council, authorizing the New Bonds.

“Series Costs of Issuance Account” shall mean one or more accounts established pursuant to Section 9 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Issuance applicable to such Series of New Bonds. Pursuant to Section 9, each Series Costs of Issuance Account shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Reserve Fund” shall mean one or more funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Reserve Fund Requirement” shall mean the amount, if any, established pursuant to Section 8 hereof.

“Surety Bond” shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

“Trustee” shall mean Wells Fargo Bank, N.A., or any bank, trust company or other financial institution selected by the Town Manager pursuant to Section 11 hereof to act as successor Trustee pursuant to the General Bond Ordinance.

“Underwriter” shall mean such bank or financial institution selected by the Town Manager pursuant to Section 11 hereof.

“Value” or “Values” means, if a Surety Bond is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

- (a) the bid price published by a nationally recognized pricing service as selected by the Town in its sole discretion;
- (b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (c) as to any investment not specified above: the value thereof established by prior agreement between the Town and the Insurer.

Section 2. Certain Findings and Determinations.

The Town hereby finds and determines:

(a) The Ordinance, the Bond Act and the Hospitality Fee Act authorize the Town to issue Bonds in order to refinance some or all of the Bonds of 2011. This Second Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) The Hospitality Fees pledged under the Ordinance are or will not be encumbered by any lien and charge thereon or pledge thereof, other than: (i) the pledge thereof created by the General Bond Ordinance and the First Supplemental Ordinance for payment and security of the Bonds of 2011, if any remain outstanding after the issuance of the New Bonds; and (ii) the pledge thereof created by the General Bond Ordinance and this Second Supplemental Ordinance for the payment and security of the New Bonds.

(d) There does not exist an Event of Default (as defined in the General Bond Ordinance), nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The estimated cost of refunding the Bonds to be Refunded does not exceed \$18,057,450.

(f) The Town proposes to issue the New Bonds, in one or more Series (as defined in the General Bond Ordinance), for one or more of the principal purposes: (1) refinancing the Bonds to be Refunded, (2) funding the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement through the deposit of cash, the purchase of a Surety Bond, the

provision of a Letter of Credit or any combination thereof, and (3) paying the costs of issuing the New Bonds.

(g) It is necessary and in the best interest of the Town to authorize the issuance of the New Bonds in the principal amount of not exceeding \$17,000,000 in accordance with the Bond Act, the Hospitality Fee Act, the Ordinance and this Second Supplemental Ordinance for the purposes set forth above.

### Section 3. Authorization of the New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “Town of Hilton Head Island, South Carolina, Special Obligation Refunding Bonds (Hospitality Fee Pledge), Series (year)”, including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof, the purposes thereof, or the taxable status thereof, in the aggregate principal amount of not exceeding \$17,000,000. The proceeds of the New Bonds shall be used for the purposes set forth in Section 2(f) hereof.

Unless otherwise determined by the Town Manager pursuant to Section 11 hereof, the New Bonds shall mature on June 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), as determined by the Town Manager, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Town Manager shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Town Manager, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the Town may (i) deliver to the Trustee for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the Town and cancelled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Trustee, at one hundred percent (100%) of the principal amount thereof, to the obligation of the Town on those respective mandatory redemption obligations in chronological order or such other manner as directed in writing by the Town to the Trustee, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Trustee, without further authorization or direction from the Town, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Town Manager shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, and in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder. Payment of the principal of and interest on such New Bonds may be payable to the Holder thereof without presentation and surrender of such New Bonds.

(f) The New Bonds shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Second Supplemental Ordinance. The New Bonds shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Mayor and Town Clerk.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be printed on such New Bonds, preceding the same a certificate shall appear, which shall be signed on behalf of the Town by a facsimile signature of the Town Clerk. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the Town.

THE TOWN OF HILTON HEAD, SOUTH CAROLINA

By: \_\_\_\_\_  
Town Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the Town shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Second Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The Town, the Trustee, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the Town, the Trustee, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The Town, the Trustee, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Second Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The Town, the Trustee, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the Town maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the

sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the Town, or (b) the Town has advised the Depository of the Town's determination that the Depository is incapable of discharging its duties, then the Town shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the Town or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the Town shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the Town is unable to retain a qualified successor to the Depository, or the Town has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the Town undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the Town of the Initial Bonds together with an assignment duly executed by the Depository, the Town shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds. Such of the New Bonds as may be determined by the Town Manager pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the Town, in whole or in part at any time in such order of their maturities as the Town shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Town Manager pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption. The Trustee shall give notice of redemption of the New Bonds by first-class mail, postage prepaid, to the Holders thereof as shown on the Books of Registry of the Town not less than five (5) Business Days prior to the date fixed for the redemption thereof.

Section 6. Payment of the New Bonds. The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Hospitality Fees of the Town in accordance with the provisions of the Ordinance and this Second Supplemental Ordinance. The New Bonds shall be secured by a pledge of Hospitality Fees on a parity with the pledge of Hospitality Fees securing the payment of the Bonds of 2011, if any, remaining outstanding after the issuance of the New Bonds, and any other Bonds issued in compliance with the provisions of the General Bond Ordinance.

The New Bonds do not constitute an indebtedness of the Town within any State constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation. The New Bonds shall not be a debt of the Town, nor a charge, lien or encumbrance, legal or equitable, upon any property of the Town or upon any income, receipts or revenues thereof, other than the aforesaid Hospitality Fees of the Town. No recourse shall be had for the payment of the New Bonds or the interest thereon against the general fund of the Town, nor shall the credit or taxing power of the Town be deemed to be pledged thereto. The full faith, credit and taxing powers of the Town are not pledged to the payment of the principal of or interest on the New Bonds.

Section 7. Establishment of Series Debt Service Fund. In accordance with Section 6.6 of the General Bond Ordinance, the Series Debt Service Fund is hereby directed to be established by the Trustee on the date of the original delivery of the New Bonds for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Fund” with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.7 of the Ordinance, the Town Manager may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount of the applicable Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds and held by the Trustee, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Reserve Fund” with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the Town by the deposit of cash into the Series Debt Service Reserve Fund, with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Series Costs of Issuance Account. There is hereby created and established the Series Costs of Issuance Account, which fund shall be held by the Town or by a Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Costs of Issuance Account” with respect to the related Series of New Bonds. The Series Costs of Issuance



Account established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the Town. The moneys on deposit in the Series Costs of Issuance Account shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Costs of Issuance Account shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such fund.

Withdrawals from the Series Costs of Issuance Account shall be made in the manner withdrawals from other funds of the Town are made.

If any moneys remain in the Series Costs of Issuance Account after the payment in full (or after adequate provision has been made therefor) of all Costs of Issuance, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 10. Designation of Trustee, Registrar and Paying Agent. Pursuant to the Ordinance, the Trustee is Wells Fargo Bank, N.A. The Town Manager is hereby authorized and empowered to remove the Trustee pursuant to Section 8.3 of the General Bond Ordinance and select another bank or financial institution as successor thereto, to select the Custodian, if any, and the Registrar and Paying Agent, respectively, for the New Bonds and to remove and/or select (as applicable) the Registrar and Paying Agent for the Bonds of 2011 and the Escrow Agent, pursuant to Section 11 hereof. Any successor Trustee, the Custodian, if any, and the Registrar and Paying Agent shall each signify its acceptance of its respective duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds.

(a) The Town Manager, upon the advice of the Town's bond counsel and financial advisor, is hereby authorized and empowered to undertake any one or more of the following actions: (a) determine the original issue dates of each Series of the New Bonds; (b) determine the aggregate principal amount of the New Bonds, if less than authorized by this Second Supplemental Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis); (c) determine the principal amount of each maturity of each Series of the New Bonds; (d) determine the Interest Payment Dates, including the initial Interest Payment Dates, and the Principal Payment Dates for each Series of the New Bonds; (e) determine the optional redemption dates and terms of redemption of each Series of the New Bonds; (f) determine the interest rates for each Series of the New Bonds; (g) determine the New Bonds to be subject to mandatory and optional redemption; (h) determine the redemption prices of the New Bonds subject to optional redemption; (i) determine the Custodian, if any, for the Series Costs of Issuance Fund; (j) determine whether the Series Debt Service Reserve Fund will be established and funded with regard to each Series of New Bonds and, if so, the amount of the applicable Series Reserve Fund Requirement and manner in which it will be satisfied; (k) determine whether any Series of the New Bonds will be sold publicly

(and, if so, designate the Underwriter therefor) or directly to one or more purchasers in a private offering or private placement transaction); (l) determine the successor Trustee (if any) under the General Bond Ordinance, the Custodian (if any), Registrar and Paying Agent for each Series of the New Bonds, the Registrar and Paying Agent for the Bonds of 2011 and the Escrow Agent; (m) determine any original issue discount or original issue premium at which each Series of the New Bonds will be sold, or whether any Underwriter's discount or other fee will be paid to the purchasers of the New Bonds; (n) determine the Bonds to be Refunded; and (o) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) Each Series of the New Bonds shall either be sold publicly, following a private sale to the Underwriter, or directly to one or more purchasers in a private offering or private placement transaction. In connection with a public offering, the Town Manager is hereby authorized and directed to approve the form of Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Town Manager shall negotiate and approve, and to execute the Bond Purchase Agreement, as so modified and amended, and deliver the same to the Underwriter, the Town Manager's execution and delivery of the Bond Purchase Agreement constituting conclusive evidence of approval of the matters therein contained; that, if executed, the New Bonds contemplated by the Bond Purchase Agreement shall be sold to the Underwriter upon the terms and conditions set forth in the Bond Purchase Agreement and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreement by the Town will be met prior to the Town's execution thereof. Notwithstanding the foregoing, the Town Manager is hereby authorized to take all actions, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda (which may be in the respective forms of the Bond Purchase Agreement and/or hereinafter defined Preliminary Official Statement, as applicable, together with such amendments and modifications as may be approved by the Town Manager), all relating to the Town, each Series of the New Bonds and the Hospitality Fees, to solicit interest and receive offers from financial institutions to purchase one or more Series of the New Bonds in a private offering, and to accept such offer which is in the best interest of the Town and execute such documents as may be necessary in connection therewith.

(c) The Town Manager is hereby authorized and directed to prepare a Preliminary Official Statement, relating to a public offering of each Series of the New Bonds (the "Preliminary Official Statement"), and to take such actions necessary to "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(d) The Town hereby authorizes the Final Official Statement of the Town to be dated on or about the date of the execution and delivery of the Bond Purchase Agreement, relating to each Series of the New Bonds substantially in the form of the Preliminary Official Statement, with such modifications as the Town Manager approves; the Town Manager of the Town is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Town hereby authorizes the use of the Preliminary Official Statement and

Final Official Statement and the information contained therein in connection with the public offering and sale of each Series of the New Bonds by the Underwriter.

(e) The Town Council hereby ratifies, confirms and approves the actions of the Town Manager heretofore undertaken, if any, with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions, and to enter into, execute and deliver on behalf of the Town, such loan, insurance, reimbursement or guaranty or other agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Second Supplemental Ordinance as if fully set forth herein.

(f) A copy of this Second Supplemental Ordinance shall be filed with the minutes of the meeting at which this Second Supplemental Ordinance was enacted.

(g) The Town Council hereby authorizes and directs all of the officers and employees of the Town to carry out or cause to be carried out all obligations of the Town hereunder and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(h) The Town Council hereby authorizes the Town Manager or his designee to negotiate the terms of, and execute, in the name and on behalf of the Town, and deliver investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the Town, written confirmations of any such agreements and other documents as may be necessary in connection therewith. Further, the Town Manager or his designee is hereby authorized to take any and all actions and execute any and all documents, upon the advice of its Bond Counsel, necessary to cause the termination of any forward delivery, repurchase or other investment agreement related to the Bonds of 2011.

#### Section 12. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded.

If a Series of the New Bonds are issued for the purpose of refinancing the Bonds to be Refunded, such proceeds shall be used, together with amounts on deposit in the debt service or debt service reserve funds for the Bonds to be Refunded, for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature or are called for redemption in accordance with the provisions of the General Bond Ordinance and the First Supplemental Ordinance, together with accrued interest on such Bonds to be Refunded.

The Town Manager is hereby authorized and directed for and on behalf of the Town to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Second Supplemental Ordinance, including the execution and delivery of the Escrow Agreement. The Escrow Agreement shall be dated the date of delivery of the applicable Series of the New Bonds issued therefor.

Section 13. Disposition of Proceeds of New Bonds and Certain Other Moneys. The proceeds derived from the sale of the New Bonds, net of any original issue discount or premium (or both), any Underwriter's discount or fees payable to the purchaser thereof and any premiums paid to providers of Surety Bonds or Letters of Credit (if any), shall be deposited with (or at the order of) the Town, the Trustee, the Escrow Agent or the Custodian, as applicable, and used for the following purposes:

(a) If the Town Manager determines that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the Trustee for deposit into such Series Debt Service Reserve Fund an amount equal to the applicable Series Reserve Fund Requirement.

(b) With respect to a Series of the New Bonds issued to refinance the Bonds to be Refunded, proceeds thereof shall be deposited with the Escrow Agent pursuant to the Escrow Agreement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited with the Town or the Custodian (if any) into the Series Costs of Issuance Fund established in Section 9 hereof.

The respective amounts specified in this Section 13 shall be determined by the Town upon delivery of any Series of the New Bonds.

Section 14. Federal Tax Covenants. The Town hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Bondholders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the Town hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

Section 15. Continuing Disclosure. So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the Town covenants that it will file with a central repository for availability in the secondary bond market when requested:

- (i) An annual independent audit, within 30 days of the Town's receipt of the audit; and
- (ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of Hospitality Fees or the Town's tax base.

The only remedy for failure by the Town to comply with the covenant of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this Second Supplemental Ordinance. The Trustee shall have no responsibility to monitor the Town’s compliance with this covenant. The Town specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any New Bonds.

In addition, the Town Manager is hereby authorized and directed to approve the form of, and execute and deliver, a Continuing Disclosure Certificate of the Town, related to one or more Series of the New Bonds as required by applicable law, and the Town hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate. Notwithstanding any other provisions of this Second Supplemental Ordinance, failure of the Town to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any New Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Town to comply with its obligations under this paragraph.

Section 16. Modification of Ordinance.

The following provisions of the General Bond Ordinance are hereby amended, which amendments shall become effective upon obtaining the requisite consent of the Holders of the Bonds (as such terms are defined in the General Bond Ordinance) pursuant to Section 9.1 of the General Bond Ordinance; provided, however, that the Holders of the New Bonds, by their acceptance thereof, are deemed to have consented to the following amendments. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Second Supplemental Ordinance shall contain a reference to the amendments herein made:

(1) Section 6.7(d) of the General Bond Ordinance is hereby amended by deleting the last sentence thereof in its entirety and replacing it with the following text:

**Any such budgetary appropriation shall be subject in all respects to the discretion of Council, and any failure to make such an appropriation, notwithstanding any provision of this Ordinance to the contrary, shall not constitute a default or Event of Default under this Ordinance.**

(2) Section 12.1 of the General Bond Ordinance is hereby amended by deleting paragraph (A) of the first paragraph thereof in its entirety and replacing it with the following text:

A. Such Bond or Series of Bonds shall have been purchased by the Town and surrendered to the Town, the Trustee or the Registrar for cancellation or otherwise surrendered to the Town, the Trustee or the Registrar, and is canceled or subject to cancellation by the Town, the Trustee or the Registrar, or

Section 17. Further Actions. The Mayor, the Town Manager, the Finance Director of the Town, and the Town Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate the issuance of the New Bonds, including the election to purchase Surety Bonds or obtain Letters of Credit (if any), and the refunding of the Bonds to be Refunded.

Section 18. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Second Supplemental Ordinance.

Section 19. Notices. All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the Town:

Hilton Head Island, South Carolina  
Attn: Town Manager  
One Town Center Court  
Hilton Head Island, South Carolina 29928

The Town may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the Town, and any part of any ordinance or resolution, inconsistent with this Second Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Severability. If any sections, phrase, sentence or portion of this Second Supplemental 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 attest the validity of the remaining portions thereof.

Section 22. Effective Date. This Second Supplemental Ordinance shall be effective upon its adoption by the Town Council for the Town of Hilton Head Island, South Carolina.

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Curtis Coltrane, Town Attorney  
Introduced by Council Member: \_\_\_\_\_

**FORM OF NEW BOND**

[DTC Legend]

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA  
[TAXABLE] SPECIAL OBLIGATION REFUNDING BONDS  
(HOSPITALITY FEE PLEDGE), SERIES \_\_\_\_\_

No. R-\_\_\_\_

Interest Rate

Maturity Date

Issue Date

CUSIP

Registered Holder:

Principal Amount:

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (the “Town”) a public body corporate and politic and a political subdivision of the State of South Carolina (the “State”), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the corporate trust office of \_\_\_\_\_ in \_\_\_\_\_, as trustee (the “Trustee”), and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve (12) 30-day months), until the obligation of the Town with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond shall be payable in semiannual installments on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year beginning \_\_\_\_\_, \_\_\_\_\_ (each, an “Interest Payment Date”), until maturity or earlier redemption. All payments shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month (each, a “Record Date”) preceding each Interest Payment Date or Principal Payment Date (as defined in the hereinafter defined Ordinances). The payments shall be payable by check or draft mailed at the times provided herein to the person in whose name this Bond is registered at the address shown on the registration books of the Town held by \_\_\_\_\_, as registrar (the “Registrar”), or, in the case of a Registered Holder of \$1,000,000 or more in principal amount of this Bond, by wire transfer to on account within the continental United States upon the timely receipt of a written request of such Registered Holder. The payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.



THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21 AND CHAPTER 1, ARTICLE 7, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED (COLLECTIVELY, THE "ACT"); THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (EXCEPT ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUE DERIVED OTHER THAN A TAX OR LICENSE) OR STATUTORY LIMITATION. THE TOWN IS NOT OBLIGATED TO PAY ANY OF THE BONDS OR THE INTEREST THEREON EXCEPT FROM HOSPITALITY FEES (AS DEFINED IN THE ORDINANCES). THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE TOWN, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL CREDIT NOR TAXING POWERS OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

This Bond is one of an issue of bonds of the Town in the aggregate principal amount of \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_) (the "Bonds") of like tenor, except as to number, rate of interest, date of maturity and redemption provides, issued pursuant to and in accordance with the Constitution and statutes of the State, including particularly the Act, Ordinance No. 2011-17 duly enacted by the Town Council of the Town (the "Council") on September 6, 2011 (the "General Bond Ordinance"), and Ordinance No. \_\_\_\_\_ duly enacted by the Town Council on \_\_\_\_\_, 2019 (the "Second Supplemental Ordinance") (the General Bond Ordinance and the Second Supplemental Ordinance are herein collectively referred to as the "Ordinances") for the purpose of providing moneys, to (i) refinance the Bonds to be Refunded, (ii) satisfy the Series Reserve Fund Requirement (if any) with respect to the Bonds, and (iii) pay all costs of issuing the Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances. Certified copies of the Ordinances are on file in the office of the Trustee and in the office of the Clerk of Court for Beaufort County, South Carolina.

The Ordinances contain provisions defining terms, set forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Ordinances; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the Holder hereof with respect thereto; set forth the terms and conditions upon which and the extent to which the Ordinances may be altered, modified and amended; set forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the Town thereunder; and set forth the terms and conditions upon which the pledge made in the Ordinances for the security of this Bond and upon which the covenants, agreements and other obligations of the Town made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Ordinances. Reference is hereby made to the

Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the Town and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Hospitality Fees imposed and collected by the Town, which pledge is on a parity with the pledge thereof securing the payment and security of the Bonds of 2011, if any, remaining outstanding after the issuance of this Bond, and any other Bonds (as defined in the General Bond Ordinance) issued hereafter.

**The General Bond Ordinance authorizes the issuance of additional bonds on a parity with the Bonds of this issue which, when issued in accordance with the provisions of the General Bond Ordinance, will rank equally and be on a parity herewith.**

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Bond is transferable, as provided in the Ordinances, only upon the registration books of the Town kept for that purpose and maintained by the Registrar, by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Bond of the same aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Ordinances. The Town, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the Town or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[Redemption Provisions]

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected at random by the Trustee. In the event any of the Bonds or portions thereof are called for redemption, the Trustee shall give notice, in the name of the Town, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the Town not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be duly

made or provided for, interest hereon shall cease or accrue from and after the redemption date hereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the Town, does not exceed any limit prescribed by such Constitution or statutes.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA has caused this Bond to be signed by the manual or facsimile signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the manual or facsimile signature of its Town Clerk.

THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**FORM OF CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the approving opinion of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, the original of which was manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and a copy of which is on file with the Town.

THE TOWN OF HILTON HEAD, SOUTH CAROLINA

By: \_\_\_\_\_  
Town Clerk

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please print or type name and address of Transferee and Social Security or other identifying  
number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

STAMP Language

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed  
By an institution which is a participant in the  
Securities Transfer Agent Medallion Program  
(STAMP) or similar program.

NOTICE: The signature to this assignment  
must correspond with name as it appears  
upon the face of the within bond in every  
particular, without alteration or enlargement  
or any change whatever.



## **MEMORANDUM**

**TO:** Town Council

**FROM:** John Troyer, CPA, Director of Finance

**VIA:** Joshua A. Gruber, Assistant Town Manager

**VIA:** Stephen G. Riley, ICMA-CM, Town Manager

**DATE:** August 9, 2019

**RE:** Recommendation to approve an Ordinance authorizing and approving a lease with the Beaufort County Sheriff's Office

---

### **Recommendation:**

The Finance and Administrative Committee has considered and recommended to Town Council the approval of a lease with the Beaufort County Sheriff's Office. The space is at 70 Shelter Cove. The Town benefits from the presence of the Sheriff's Department on the Island as a component to the overall public safety of its citizens and visitors.

### **Background:**

The Finance and Administrative Committee of Town Council recognized the many benefits of having the Beaufort County Sheriff's Department on the Island as a southern headquarters of operations. Among the benefits are; increased visibility of law enforcement, increased availability of law enforcement for response and decreased response times in emergency situations. Beaufort County Sheriff's office recognizes the importance of the Town of Hilton Head Island as a component of overall Beaufort County and the operations of the Beaufort County Sheriff's Office.

**A copy of the proposed lease is included in the materials.**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

ORDINANCE NO.: 2019-\_\_

PROPOSED ORDINANCE NO. 2019-16

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, WITH THE BEAUFORT COUNTY SHERIFF'S OFFICE, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 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, owns a parcel of real property which is located at 70 Shelter Cove Lane, Hilton Head Island, South Carolina; and

WHEREAS, The Town of Hilton Head Island, South Carolina, purchased the property located at 70 Shelter Cove Lane, in part, to provide a location for the Hilton Head Island Office of the Beaufort County Sheriff's Office; and

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town to enter into a Lease Agreement with the Beaufort County Sheriff's Office.

**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 TOWN COUNCIL:**

**Section 1 Execution of Lease.**

- (a) The Mayor and Town Manager are hereby authorized to execute and deliver the "Lease" which is attached hereto as Exhibit "A"; and
- (b) The Mayor and Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the fulfillment of the Town's obligations under the Lease which is authorized hereby.

**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 \_\_\_\_\_, 2019.**

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

**ATTEST:**

By: \_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: \_\_\_\_\_, 2019

Revised First Reading \_\_\_\_\_, 2019

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

APPROVED AS TO FORM:

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

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



LEASE OF SUITES B, C, D, E, F, G, I, J and K OF

70 SHELTER COVE LANE

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,

AND

THE BEAUFORT COUNTY SHERIFF'S OFFICE

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

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

LEASE

This Lease Agreement (herein, the “Lease”), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between the Town of Hilton Head Island, South Carolina (herein, the “Town”) and the Beaufort County Sheriff’s Office (herein, the “BCSO”).

For and in due and fair consideration hereunder, and the full and faithful performance of the following terms and conditions, the Town and BCSO (herein, the “Parties”), hereto mutually understand and agree as follows:

1. LEASED PREMISES:

(a) The Town hereby leases to the BCSO, and the BCSO hereby lease from the Town, 17,011 square feet of office space plus 74 square feet (which equals BCSO’s pro-rata share of the Common Area of the Building) for a total of 17,085 square feet and all other improvements contained within the building located at 70 Shelter Cove Lane, Suites B, C, D, E, F, H, I, J and K, Hilton Head Island, South Carolina (herein, the “Building”), the floor plan of which is shown on the attached Exhibit “A” (herein, “the Leased Premises”). For the purposes of this Lease, the total square feet of the Leased Premises has been determined by measuring from the outside of any exterior walls and from the middle of any interior walls. The BCSO shall have the non-exclusive right in common with the Town and any other tenant, to those areas in the Building, including the building entrances, lobbies, corridors, loading docks, trash removal areas, grounds, roads, driveways, sidewalks, parking areas and facilities, and other similar areas, which enable the BCSO to obtain the use and enjoyment of the Leased Premises for its Permitted Use (hereinafter, the “Common Areas”).

2. TERM:

(a) The BCSO shall have and hold the Leased Premises for a term (herein, the “Lease Term”) beginning on the date of execution (herein, the “Commencement Date”), and ending when and if the BCSO shall cease to provide the primary law enforcement services for the Town (herein, the “Expiration Date”) as provided for in any Memorandum of Agreement between the Town and the BCSO. During this period of time, the BCSO shall also maintain this facility as the headquarters of their Southern Command. Either Party shall be required to provide a minimum of ninety days written notice to terminate the lease due to ceasing to the providing of primary law enforcement services.

(b) The BCSO’s entry into, and taking possession of, the Leased Premises shall constitute BCSO acknowledgment that the Leased Premises are in a good and tenantable condition as of the beginning of the Lease Term. At the time of execution of this Lease or at any time thereafter, the Town shall be under no duty to make alterations or repairs to the Leased Premises that are not expressly set forth in this Lease.

(c) If the Town is unable to deliver possession of the Leased Premises upon the Commencement Date, then neither the Town nor its agents shall be liable for any damages caused to the BCSO by reason of the delay, nor shall this Lease become void or voidable; however, except as otherwise expressly provided, BCSO shall not be liable for the payment of Rent until the Town delivers possession of the Leased Premises.

(d) If the BCSO shall be in possession of the Leased Premises after the Expiration Date (herein, the "Holdover Period"), and in the absence of any written agreement extending the Lease Term hereof, or the Town's demand to the BCSO to sooner vacate the Leased Premises, the tenancy under this Lease shall become one from month to month terminable by either Party on 30 days prior written notice. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease.

3. RENT:

The BCSO shall not be required to pay any Rent during the term in which they are the primary provider of law enforcement services for the Town and are utilizing this facility as the headquarters for the BCSO Southern Command.

4. USE AND COMPLIANCE:

(a) PERMITTED USE: The BCSO shall continuously occupy and use the Leased Premises as the Hilton Head Island Headquarters of the Beaufort County Sheriff's Office" (herein the "Permitted Use"), to include all normal daily operations of the Beaufort County Sheriff's Office, including the installation of a short term holding cell within the confines for the Leased Premises, unless the written consent of the Town is first obtained for any other use. The Leased Premises shall not be used for any use other than the Permitted Use, or which is disreputable, creates extraordinary fire hazards, results in an increased rate of insurance on the Building, or the contents therein, or for the storage of any Hazardous Materials as defined herein (other than those which might be used in the ordinary course of the BCSO's Permitted Use, and then only in compliance with all applicable laws related thereto).

(b) COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: The BCSO shall comply with all applicable statutes, ordinances, rules, covenants, restrictions and regulations relating to the use, condition, access to and occupancy of the Leased Premises and shall maintain the Leased Premises free of trash, litter and debris, and in a clean and slightly condition.

5. MAINTENANCE AND REPAIR:

(a) MAINTENANCE AND REPAIR OF LEASED PREMISES: The BCSO shall keep and maintain the Leased Premises in good order, condition and repair; provided, however, that the obligation of the BCSO to maintain, repair or replace any structural portion of the Leased Premises, the exterior and interior portion of all doors, window glass, plate glass, plumbing fixtures, water and sewage equipment, pipes and

lines, mechanical, heating and air-conditioning and electrical systems, sprinkler systems, the foundation, roof, interior and exterior walls, floors and ceilings applicable to or within the Leased Premises, shall be limited to Five Hundred and no/100 (\$500.00) per occurrence. Any repair or replacement, on any occurrence, costing over Five Hundred and no/100 (\$500.00) Dollars shall be paid by the Town, unless the cause of the repair or replacement is any act or omission of the BCSO, upon which the BCSO shall be liable for the total cost of the repair or replacement.

(b) TOWN'S RIGHT OF ENTRY: The Town, including contractors hired by the Town, shall have the right to enter the Leased Premises upon twenty four (24) hours' notice to the BCSO for the purpose of performing repair or replacement work at the Leased Premises, except in the case of emergency. In the event of an emergency, the Town, including contractors hired by the Town, may enter the Leased Premises for the purpose of making repairs with no notice to the BCSO. However, the Town will use its best efforts to provide advance notice when it is practical under the circumstances.

(c) LIMITATION ON TOWN'S OBLIGATION TO REPAIR: The Town shall have no obligation to repair, maintain or replace any installations made by the BCSO under the terms of this Lease, and the BCSO shall be solely responsible for the maintenance, repair and replacement of the same.

(d) TOWN'S CONSENT REQUIRED FOR ALTERATIONS: The BCSO shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Town's prior written consent. Any and all roof, exterior wall or foundation slab penetrations must first be approved by and coordinated through the Town. The BCSO shall save the Town harmless on account of claims for mechanics or materialmen's liens, or any other lien, in connection with any work performed by the BCSO, and any such liens shall exist only against the BCSO's leasehold interest and shall be discharged, by bond or otherwise, within 30 days of the filing and service of thereof.

(e) ADDITIONAL BCSO OBLIGATIONS: The BCSO shall keep and maintain the Leased Premises in accordance with all directions, rules and regulations of the proper officials of any government or other agency having jurisdiction over the Building, at the sole cost and expense of the BCSO, and the BCSO shall comply with all requirements of law, statute, ordinance, covenants, restrictions or otherwise, governing the use of the Leased Premises and all appurtenances thereto.

(f) TOWN NOT LIABLE: The Town shall not be liable for any loss or damage to the BCSO's personal property, equipment, fixtures and improvements to the Leased Premises.

## 6. TOWN REPRESENTATIONS:

(a) ZONING: The Town hereby warrants and represents that the Leased Premises are properly zoned for the BCSO's proposed use as a Sheriff's Office and that the BCSO's proposed use thereof is permitted upon the Leased Premises.

(b) QUIET ENJOYMENT: The Town of warrants and covenants that, if BCSO shall perform all of the covenants and agreements as stipulated in this Lease to be performed on the part of the BCSO, the BCSO at all times during the Lease Term shall have the exclusive, peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from anyone claiming by, through or under the Town.

7. SURRENDER OF LEASED PREMISES:

On or before the Expiration Date, or upon earlier termination of its interest in the Leased Premises as provided herein, the BCSO shall peaceably surrender possession of the Leased Premises to the Town with all improvements located therein, in good repair and in the same condition in which delivered to the BCSO, ordinary wear and tear excepted, and the BCSO shall deliver to the Town all keys to the Leased Premises. Regardless of the foregoing, at any time prior to the expiration of the Lease Term, the BCSO may, at its cost and expense, remove in a careful manner any unattached trade fixtures, furniture and personal property placed within the Leased Premises by the BCSO during the Lease Term, and prior to such expiration shall repair any damage caused to the Leased Premises by such removal. All items not so removed shall, at the Town's option, be deemed to have been abandoned by the BCSO and may be destroyed or otherwise disposed of by the Town without notice to the BCSO, and without any obligation to account for such items, or liability to the BCSO therefore. The provisions of this Article 7 of the Lease shall survive the expiration or termination of this Lease.

8. TOWN'S RIGHT OF ENTRY:

The Town or its employees and agents may enter the Leased Premises at any mutually agreeable time for the purpose of inspecting or maintaining the Leased Premises. In the event of an emergency, however, the Town or its employees and agents may enter the Leased Premises without consent or agreement of the BCSO; provided, however, that the Town's Right of Entry does not include the portion of the Leased Premises where the BCSO maintains and holds evidence for pending and ongoing investigations and prosecutions. Keys for this purpose must be held by the Town or its agent, and in the event that the BCSO installs keypads, the BCSO must provide the Town key code to permit access. In the event that the BCSO desires to change or alter any locks to the Leased Premises, the BCSO will notify the Town of the BCSO's request, and the Town or the Town's agent will have the locks changed or altered at the BCSO's expense.

9. UTILITIES:

(a) UTILITY CONNECTIONS: The Town shall at all times cause or make available to the Building for the use of the BCSO, connections for adequate water, electric, gas, telephone and sewage.

(b) ARRANGEMENT AND PAYMENT FOR UTILITIES: The BCSO shall arrange for the provision of all utilities to be furnished to the Leased Premises during the



term of this Lease. The BCSO shall pay for its own telephone, internet, janitorial, cable TV, water, sewage, garbage disposal and electricity services for the Leased Premises. The Town shall have no obligation to provide or pay for any utility service in connection with the Leased Premises.

10. SIGNS:

The BCSO shall not erect any signs or advertisements on any exterior door, wall or window of the leased premises, building or the "On Premises" sign located near U. S. 278 without the prior written consent of the Town. If the Town approves any such signage, all related costs for the installation and fabrication for the signage shall be the sole financial responsibility of the BCSO. The BCSO agree to maintain such signs as approved by the Town in good condition and repair. Any such sign shall comply all requirements of any law, statute, ordinance, covenants, restrictions or otherwise, governing the use of the Leased Premises.

11. CONTROL OF LEASED PREMISES:

(a) THE BCSO'S EXCLUSIVE CONTROL: The BCSO warrant and represent that during any Term of this Lease, the daily operations, use and occupancy of the Leased Premises shall be under the sole and exclusive control of the BCSO.

(b) BCSO DUTY TO INSURE: The BCSO shall insure any their equipment, furniture, fixtures, contents of any description and installations made pursuant to this Lease, at the expense of the BCSO.

(c) SURVIVAL: The warranty and representation set forth in this Article 11 shall survive the expiration, cancellation or termination of this Lease.

12. DAMAGE OR DESTRUCTION OF LEASED PREMISES:

(a) DESTRUCTION OF LEASED PREMISES: In the event that the Leased Premises are destroyed, or that damage to the leased premises is so extensive that restoration or repairs cannot be accomplished within 90 days, as certified by the opinion of the Building Official of the Town of Hilton Head Island, South Carolina, then the BCSO or the Town may terminate this Lease by giving the other written notice before any restoration or repair is commenced, and in that event, any applicable insurance proceeds shall be paid to the Town.

(b) DAMAGE TO LEASED PREMISES: In the event of an insured loss and subject to the termination provisions set forth herein, the Town shall repair or restore the Building to as good a condition as existed before such damage occurred, to the extent of any available insurance proceeds. Should the Town provide the BCSO with the opinion of an experienced insurance adjuster that such insurance proceeds will not be sufficient to pay for such repairs or restoration, then the Town or the BCSO may terminate this Lease by written notice, in which event all insurance proceeds will be paid to the Town.

13. EMINENT DOMAIN:

(a) TERMINATION OF LEASE: If any portion of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase under threat or initiation of exercise of the right of eminent domain, this Lease shall terminate upon the election of either Party, effective on the date possession of the Leased Premises, or any portion thereof, is taken by the condemning authority or private purchaser as aforesaid. In the case of such partial condemnation and an election by the Parties hereto not to terminate this Lease, then the Rent payable hereunder shall, during the unexpired portion of the Lease, shall be pro-rated, based upon percentage of square feet of the Leased Premises so taken, of the whole of the Leased Premises stated in this Lease. The Town shall promptly provide the BCSO a copy of any and all notices from any such condemning authority, or private purchaser as mentioned above, respecting any requirement that the Town surrendered its right to all or any portion of the Leased Premises pursuant to this Article 13 (a).

(b) NOTICE OF ELECTION: Any notice of election by the BCSO to terminate this Lease as provided in this Article 13 shall be given by the BCSO to the Town within 30 days after written notice by the Town to the BCSO as provided in Article 13 (a) above, or within 30 days after receipt by BCSO of actual knowledge of any requirement that the Town surrendered its right to possession to all or any part of the Leased Premises, whichever shall first occur. In the event this lease is not terminated pursuant to this article 13, after a taking of a portion of the leased premises, the Town shall make such reasonable repairs or alterations as may be necessary to make the structure of the leased premises and architectural whole, and this lease shall thereafter be in full force and effect, as provided herein.

(c) CONDEMNATION AWARD: Any payment or award from the condemning authority shall be the property of the Town.

14. SUBLETTING PROHIBITED:

BCSO shall not sublet all or any portion of the Leased Premises, or assign or otherwise transfer any of its rights under this lease, in whole or in part, to any third party without the prior written consent of the Town. Any and all documents utilized by the BCSO to evidence any subletting or assignment to which the Town has consented shall be subject to prior written approval by the Town and its counsel.

15. DEFAULT OF BCSO: Occurrence of any of the following shall constitute a Default under the Terms of this Lease:

(a) FAILURE TO PAY RENT OR MONEY DUE: If the BCSO shall fail to pay any sum of money due and payable under this Lease, whether to the Town or otherwise,

when due and payable, and such failure shall continue for a period of Ten (10) days from the due date thereof;

(b) **VIOLATION OF LEASE:** If the BCSO shall violate any term of this Lease, or fail to perform any term, condition, covenant, obligation or agreement to be performed or observed by the BCSO under this Lease, and such failure shall continue for a period of Thirty (30) days after the delivery of written notice thereof;

(c) **ABANDONMENT OF LEASED PREMISES:** If the BCSO shall desert, vacate or not regularly use the Leased Premises for a period of 30 days or more;

(d) **INSOLVENCY:** Any of the following occur with respect to the BCSO: (i) the BCSO become insolvent as such term is defined in the United States bankruptcy code or under the insolvency laws of any state, district, commonwealth or territory of the United States; (ii) the appointment of a receiver or custodian of any or all of BCSO's property or assets or the institution of a foreclosure action upon any of the BCSO's real or personal property as pertains to the Leased Premises and such receiver or custodian or such foreclosure action is not dismissed within 60 days; (iii) the BCSO's filing or consenting in writing to any petition under the provisions of the United States Bankruptcy code, or the insolvency laws of any State, district, commonwealth or territory of the United States; (iv) the filing of a petition against the BCSO as the subject debtor under the United States bankruptcy code, or any insolvency laws of any state, district, commonwealth or territory of the United States, and which results in an order of relief in favor of the BCSO; (v) the BCSO's making or consenting, whether in writing or not, to a voluntary assignment for the benefit of creditors or a common-law composition of creditors; (vi) a court order dissolution of the BCSO or court ordered liquidation of substantially all of the BCSO's assets;

(e) **FAILURE TO BUDGET FOR PAYMENTS:** If BCSO shall fail to include amounts sufficient to pay any amounts due under this Lease for any fiscal year during the Term of this Lease in its budget, or if the County shall fail to approve any budget for the BCSO that include amounts sufficient to pay any amounts due under this Lease for any fiscal year during the Term of this Lease.

(f) **DISSOLUTION:** The dissolution of the BCSO for any reason; or,

(g) **WARRANTIES AND REPRESENTATIONS:** Any of the representations or warranties of BCSO as set forth in this Lease are or become untrue or incorrect in any material respect during the term of this Lease.

16. **DEFAULT OF THE TOWN:** Occurrence of any of the following shall constitute a Default under the Terms of this Lease:

(a) If the Town should fail to perform or observe any of the conditions or terms of this Lease, and such failure to perform or observe shall continue for a period of Thirty (30) days after written notice to the Town by the BCSO of such.

17. RIGHTS OF THE PARTIES ON DEFAULT:

(a) ALL REMEDIES PRESERVED: Upon Default of the other Party, the Town or the BCSO, as the case may be, shall be entitled to pursue any remedy at law or in equity available to it.

(b) ATTORNEY'S FEES AND COSTS: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of a dispute, breach, default or misrepresentation in connection with all or any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such legal action or other proceeding, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party may be entitled.

18. INTERPRETATION:

The BCSO acknowledge that the BCSO has reviewed and agreed to all of the terms and provisions of this Lease and that the BCSO has had a full opportunity to consult with an attorney of the BCSO's choosing concerning the legal consequences of entering into this Lease with the Town. As a result of the foregoing, it is the intent of the Parties hereto that this lease shall not be construed or interpreted against either Party in any dispute concerning any term or provision of this Lease.

19. NO WAIVER:

No waiver by the Town of any violation or breach of any of the terms contained in this Lease shall waive the Town's rights regarding any future violation of such term, or any violation of any other term contained within this Lease.

20. MECHANIC'S OR OTHER LIENS:

The BCSO shall have no power to subject the Leased Premises or the Town's interest in the Leased Premises to any mechanic's or any other lien. If any mechanic's or any other lien or order for the payment of money shall be filed against the Leased Premises by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or on behalf of the BCSO at the Leased Premises, or for or by reason of any change, alteration, or addition or the cost or expense thereof or any contract relating thereto, the BCSO shall cause the same to be discharged of record against the Leased Premises by bond or otherwise as allowed by law at the sole expense of the BCSO, within Thirty (30) days after written demand therefor by the Town, and shall also defend on behalf of the Town at the BCSO's sole cost and expense, any action, suit or proceeding that may be brought thereon or for the enforcement of any such lien or order, and the BCSO shall save the Town harmless from any judgment, claim or damage resulting therefrom.

21. ESTOPPEL CERTIFICATES:

The BCSO agree that at any time and from time to time upon not less than Ten (10) days prior written request by the Town, to execute, acknowledge and deliver to the Town a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been modifications that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article 21 may be relied on by any prospective purchaser or purchasers of the Town's interest in the Building or the Leased Premises.

22. WAIVER OF JURY TRIAL:

TO THE EXTENT PERMITTED BY LAW, THE TOWN AND THE BCSO EACH AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING IN CONNECTION WITH THIS LEASE, OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO.

23. HAZARDOUS MATERIALS:

(a) HAZARDOUS MATERIALS PROHIBITED: The BCSO shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the Leased Premises (other than in the ordinary course of the BCSO's Permitted Use, and then only in compliance with any and all applicable laws) without the prior written consent of the Town, which consent may be withheld by the Town for any reason. "Hazardous Materials" shall mean any substance, material or waste which is now or hereafter classified were considered to be hazardous, toxic, or dangerous, under any law or regulation relating to pollution or the protection or regulation of human health, natural resources or the environment, or which poses or threatens to pose a hazard to the health or safety of any person on or about the Leased Premises, or the Building.

(b) TOWN'S RIGHTS: If the BCSO breaches its obligations under this Article 23, the Town may, but is not obligated to, immediately take, at the BCSO's expense, any and all action reasonably appropriate to remedy the same, including taking any appropriate action to clean up or remediate any contamination resulting from the BCSO's use, generation, storage or disposal of any Hazardous Materials.

(c) INDEMNIFICATION: The BCSO shall indemnify the Town and pay the cost of any cleanup or remediation and shall defend the Town, and hold the Town harmless from any claims, judgments, damages, penalties, fines or losses which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of any Hazardous Materials in, on or under the Leased Premises, or within the Building, which Hazardous Materials were brought upon, kept or used in or

about the Leased Premises or the Building, by the BCSO. This indemnity provision shall survive the termination or expiration of this Lease.

(d) SURVIVAL: The obligations of the BCSO set forth in this Article 23 shall survive the expiration, cancellation or termination of this Lease.

24. MISCELLANEOUS:

(a) BINDING EFFECT: This Lease shall inure to the benefit of and shall be binding upon the Town, the BCSO and their respective successors and assigns, if any are permitted hereunder.

(b) ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS: This Lease supersedes all prior discussions and agreements between the Parties with respect to the Leased Premises and all other matters contained herein and constitutes the sole and entire agreement and understanding between the Town and the BCSO with respect to the Lease of the Leased Premises. This Lease shall not be modified or amended except by an instrument in writing signed by both the Town, the BCSO.

(c) SEVERABILITY: In the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(d) 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.

(e) APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

(f) 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 Articles of this Lease.

(g) RECORDING PROHIBITED: The parties hereto may not record this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

(h) 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.

(i) NO THIRD PARTY BENEFICIARIES: The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto 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.

(j) **NOTICES:** All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the Parties:

To the Town:           THE TOWN OF HILTON HEAD ISLAND  
Stephen G. Riley, Manager  
One Town Center Court  
Hilton Head Island, SC 29928

To BCSO:                BEAUFORT COUNTY SHERIFF'S OFFICE  
Honorable P. J. Tanner  
Post Office Box 1758  
Beaufort, SC 29901

(k) **SURVIVAL:** The obligations of the BCSO set forth in this Lease shall survive the expiration, cancellation or termination of this Lease, whether or not expressly stated with respect to any specific obligation.

(l) **FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS:** The Town and BCSO agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Lease and give effect hereto. The Town, the BCSO agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary, either before or after the execution delivery of this Lease. The obligations of this Article 24(l) shall survive the expiration, cancellation or termination of this Lease.

[Signatures to follow on the next page]

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina, and Beaufort County Sheriff's Office, have, or have caused their duly authorized officers and representatives to execute this Lease as of the date and year first above written.

**WITNESSES:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**BEAUFORT COUNTY SHERIFF'S  
OFFICE**

\_\_\_\_\_

**By:** \_\_\_\_\_  
**P. J. Tanner**

\_\_\_\_\_





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## TOWN OF HILTON HEAD ISLAND

### *Community Development Department*

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**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**VIA:** Teri B. Lewis, AICP, *Deputy Director of Community Development*  
**VIA:** Nicole Dixon, CFM, *Development Review Administrator*  
**FROM:** Taylor Ladd, *Senior Planner*  
**CC:** Jennifer Ray, *Deputy Director of Community Development*  
**DATE:** August 8, 2019  
**SUBJECT:** ZA-001461-2019 – 280 Fish Haul Road Rezoning

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**Recommendation:** The Planning Commission held a public hearing on August 7, 2019 to review the Zoning Map Amendment application where the Commission voted 7-0 to recommend forwarding the application to Town Council with a recommendation of approval based on the Findings of Fact and Conclusions of Law in the staff report.

Staff recommends that Town Council approve the application.

**Summary:** Property owners Thomas C. Barnwell, Jr. and Perry White are proposing to amend the Official Zoning Map by changing the zoning designation of an undeveloped 6.22-acre parcel located at 280 Fish Haul Road. The parcel is bisected by Fish Haul Road. The request is to rezone the northern portion from RM-4 (Low to Moderate Density Residential) to RM-12 (Moderate to High Density Residential), and to rezone the southern portion from RM-8 (Moderate Density Residential) to RM-12 (Moderate to High Density Residential). The effect of this rezoning will be to increase the available density and to decrease the number and type of allowable uses.

The proposed rezoning will allow uses that are compatible with the uses allowed on other properties in the vicinity. All the uses permitted in the RM-12 District are allowed in the adjacent RM-4, RM-8 and MV Districts. The PD-1 District allows variable uses, including residential.

**Background:** The subject property is located within the historic Baygall neighborhood. It is bisected by Fish Haul Road via a 40-foot access easement. The easement agreement is with Beaufort County, who paved it in 2013. In 1983, the property was zoned M-2 (Community Mixed Use). The Official Zoning Map adopted in 2014 split zoned the property into a +/-2 acre RM-4 portion and a +/-4 acre RM-8 portion.

A rezoning hearing for the subject property was held August of 2018 for a request to rezone this property to the MV (Mitchelville) District. The Planning Commission recommended approval of the application to Council and the application was later withdrawn by the applicant in favor of this reapplication and rezoning request for the RM-12 District.

Please contact me at (843) 341-4607 or at [taylorl@hiltonheadislandsc.gov](mailto:taylorl@hiltonheadislandsc.gov) if you have any questions.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2019-**

**PROPOSED ORDINANCE NO. 2019-19**

**AN ORDINANCE 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 WITH RESPECT TO THE CERTAIN PARCEL IDENTIFIED AS TAX DISTRICT 510, MAP 4, PARCEL 16 (TIN R510 004 000 0016 0000) ON THE BEAUFORT COUNTY, SOUTH CAROLINA TAX MAPS TO REZONE THE PARCEL FROM THE RM-4 (LOW TO MODERATE DENSITY RESIDENTIAL) AND RM-8 (MODERATE DENSITY RESIDENTIAL) ZONING DISTRICTS TO THE RM-12 (MODERATE TO HIGH DENSITY RESIDENTIAL) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

**WHEREAS**, this zoning change would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

**WHEREAS**, the Planning Commission held a public hearing on August 7, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation, public comments and the criteria set forth in Section 16-2-103, voted 7-0 to recommend that Town Council approve the proposed zoning map amendment application; and

**WHEREAS**, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcel be rezoned to the be RM-12 District.

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

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, be hereby amended to modify the zoning designation of the certain parcel identified as Parcel 16 on Beaufort County Tax Map 4 to rezone the parcel from the RM-4 (Low to Moderate Density Residential) and RM-8 (Moderate Density Residential) Zoning Districts to the RM-12 (Moderate to High Density Residential) Zoning District.

**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 adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

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

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

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

ATTEST:

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

Public Hearing: August 7, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

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

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



**TOWN OF HILTON HEAD ISLAND  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

One Town Center Court	Hilton Head Island, SC 29928	843-341-4757	FAX 843-842-8908
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**STAFF REPORT  
ZONING MAP AMENDMENT**

Case #	Name of Project or Development	Public Hearing Date
ZA-001461-2019	280 Fish Haul Road	August 7, 2019

Parcel Data & Location	Owner & Applicant
<u>Parcel ID:</u> R510 004 000 0016 0000 <u>Size:</u> 6.22 Acres <u>Address:</u> 280 Fish Haul Road	Thomas C. Barnwell, Jr., Trustee Ben White Trust P.O. Box 21031 Hilton Head Island, SC 29925
Existing Zoning Districts	Proposed Zoning Districts
COR – Corridor Overlay District within 500’ of the O.C.R.M. critical line. RM-4 – Low to Moderate Density Residential RM-8 – Moderate Density Residential	COR – Corridor Overlay District within 500’ of the O.C.R.M. critical line. RM-12 – Moderate to High Density Residential

Application Summary
<p>Thomas C. Barnwell, Jr., Trustee, on behalf of the Ben White Trust, is requesting to amend the Official Zoning Map by changing the zoning designation of an undeveloped 6.22-acre parcel located at 280 Fish Haul Road. The parcel is bisected by Fish Haul Road. The request is to rezone the northern portion from RM-4 (Low to Moderate Density Residential) to RM-12 (Moderate to High Density Residential), and to rezone the southern portion from RM-8 (Moderate Density Residential) to RM-12 (Moderate to High Density Residential). It is further identified as Beaufort County Tax Map 4, Parcel 16. The effect of this rezoning will be to increase the available density from 4 and 8 units per net acre with 40 dwelling units total allowed to 12 units per net acre with 74 total units allowed.</p>

Staff Recommendation
<p>Staff recommends the Planning Commission find this application <b>to be consistent with the Town’s Comprehensive Plan</b> and to <b>carry out the purposes of the LMO</b>, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.</p>

## Background

The subject property is 6.22 acres and located at the intersection of Mitchelville Road and Fish Haul Road. It is bisected by Fish Haul Road, which has been in this location since at least 1965, based on aerial images. The property is bounded to the northeast by Mitchelville Road, to the northwest by four single-family parcels, to the southwest by Palmetto Hall golf facilities, and to the southeast by Palmetto Hall golf facilities and a single-family home. Port Royal Sound is less than 500 feet to the northeast and across Mitchelville Road from the subject property. The property and adjacent parcels in RM-4, RM-8, and MV Districts are part of the historic Baygall neighborhood. See Attachment A for a vicinity map.

Thomas C. Barnwell, Jr., Perry White and Giselle Perry-White, trustees for the Ben White Trust, are listed as property owners of record. There are no property sales on record with the Beaufort County Register of Deeds. There is record of title transfer to the White family heirs and incorporation into the Ben White Trust in approximately 1993. Prior to 1993, the property was held in trust by the family.

There is no record the subject property has ever been developed. Aerial imagery since 1955 shows the property has remained undeveloped. The 2005 Boundary Survey (Attachment E) designates the Fish Haul Road access through the property as a dirt road. In 2013, Fish Haul Road was paved by Beaufort County with 20-feet of pavement within a 40-foot easement granted by the property owners.

On the 1986 Official Zoning Map, the entire property was designated as RM-4 and remained RM-4 until the current zoning map was adopted in 2014. While the property is in fact one square shaped parcel comprised of 6.22 acres, it appears as two separate parcels in the Beaufort County parcel database used by the Town for the zoning map. Because it was shown in the database as two separate parcels in 2014, the northern portion of the property remained RM-4 to correlate with adjacent properties to the north of Fish Haul Road and west of Mitchelville Road. The southern portion was rezoned to RM-8 to correlate with adjacent properties to the south of Fish Haul Road and west of Mitchelville Road.

It is not typical for a parcel to be split-zoned in this manner. At the time of rezoning, had staff been aware of this discrepancy in the County database, it is reasonable to expect the parcel would not have been split-zoned. It would either be RM-4 with entitlement to bonus density at eight units per acre (see next paragraph), or RM-8 with entitlement to eight units per net acre with 49 total units allowed. The split zoned configuration allows 40 dwelling units. See Attachment B for the vicinity zoning map.

Approximately two acres of the subject property is zoned RM-4. The RM-4 District allows the following Residential Uses: Group Living, Multifamily, and Single Family residential uses at a density of four units per net acre for parcels under three acres in size; six units per net acre for parcels between three and five acres in size; and eight units per net acre for parcels that are five acres or larger. Other uses permitted include Public, Civic, Institutional, and Educational uses; Bed and Breakfasts with conditions; conditional Commercial Services; and Other Uses. In the RM-4 District the maximum building height is 35 feet and maximum impervious lot coverage for all development except single family is 35 percent. See Attachment C for the RM-4 District use table and specific permitted uses.

Approximately four acres of the subject property is zoned RM-8. The RM-8 District is similar to RM-4; however, the maximum residential density in the RM-8 District is eight units per net acre regardless of the size of the parcel. Unlike the RM-4 District, Cemeteries and Resort Accommodations are not permitted in the RM-8 District; the other permitted uses are the same. The maximum building height in the RM-8 District is 45 feet and maximum impervious lot coverage for all development except single family is 35 percent. See Attachment C for the RM-8 District use table and specific permitted uses.

The RM-12 District is most similar to the RM-8 District in allowed uses, except the RM-8 District permits Commercial Services and some Other Uses. The RM-12 District's maximum residential density is 12 units per net acre regardless of parcel size. The maximum building height and lot coverage are the same as the RM-8 District. See Attachment C for the RM-12 District use table and specific permitted uses. See Attachment G for a table comparing the RM-4, RM-8 and RM-12 zoning districts.

Currently and proposed, access to the subject property is by Fish Haul Road and Mitchelville Road. The developer may be required to make improvements to the property access roads as part of the Development Plan Review process. Electric and water service are currently available. The Hilton Head Island Public Service District has informed staff that the property now has access to sewer. Fire Rescue has the capability to immediately access the subject property.

Staff has not received any correspondence from the public regarding this Zoning Map Amendment application.

#### **Applicant's Grounds for ZMA**

The Trustees for the Ben White Trust have stated their interest in rezoning the property in their narrative, Attachment F. The Trust believes a density of 12 units per net acre is more viable for the property and any future development, especially for workforce housing. The application of the RM-12 District to this parcel will provide a transition between the lower density RM-4 and RM-8 Districts to the high density and intense uses of the adjacent MV (Mitchelville) District.

The property is for sale, and the interested buyer/developer is planning a multifamily housing project with long-term rental units priced for the workforce market. The Ben White Trust has entered into a pending contract to sell the property. A density of 12 dwelling units per net acre is one of the conditions of the sale. Increasing the density through rezoning to the RM-12 District will consolidate the entire parcel under one zoning district and allow for better financial viability for the developer's planned workforce housing community.

#### **Summary of Facts and Conclusions of Law**

##### **Findings of Fact:**

1. The application was submitted on July 8, 2019 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing of the application for the August 7, 2019 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the August 7, 2019 public hearing was published in the Island Packet on July 21, 2019.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the public hearing by first-class mail to the owners of record of properties within 350 feet of the subject land on July 13, 2019.

8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on July 23, 2019 conspicuous notice of the August 7, 2019 public hearing on the lands subject to the application.

**Conclusions of Law:**

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing of the application for the August 7, 2019 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 18 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 25 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

*As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.*

**Summary of Facts and Conclusions of Law**

*Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):*

**Findings of Fact:**

The Comprehensive Plan addresses this application in the following areas:

**Housing Element**

**Goal 5.2 – Housing Opportunities**

- B. To look at housing opportunities as a mechanism to maintain its essential workforce.

**Land Use Element**

**Goal 8.1 – Land Use Element**

- A. To have an appropriate mix of land uses to meet the needs of existing and future populations.
- B. To maintain the character of the land while ensuring adequate infrastructure is in place and balancing land conservation to meet future needs.

**Goal 8.4 – Existing Zoning Allocation**

- A. An appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town’s high quality of life and should be considered when amending the Town’s Official Zoning Map.

**Goal 8.10 – Zoning Changes**

- A. To provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island.

**Implementation Strategy 8.10 – Zoning Changes**

- B. Consider focusing higher intensity land uses in areas with available sewer connections.

**Additional Findings of Fact:**

1. The applicant's narrative states that rezoning the property will allow potential buyer to develop a multifamily housing project with long-term rental units priced for the workforce market.
2. The subject property is not located near major tourist destinations.
3. Several properties in the area are proposed to be developed or are currently being developed for mid-market or workforce housing: Beach City Place; Beach City Commons; 140 Fish Haul Road; and Ocean Breeze Cottages.
4. With the split-zoning, the proposed rezoning would increase the maximum number of dwelling units allowed on the subject parcel by 85 percent, from 40 to 74. If the property hadn't been split-zoned, the proposed rezoning would increase the maximum number of dwelling units allowed on the subject parcel by 51 percent, from 49 to 74.
5. The proposed rezoning would remove several allowable non-residential uses from the subject property: cemeteries; education uses; bed and breakfasts; convenience stores; open air sales; other commercial uses; and boat ramps, docks, and marinas.
6. Nearly all of the property to the southwest and southeast of the subject parcel is part of the Palmetto Hall golf course in the PD-1 District.
7. There is one single family house on a 0.27-acre parcel in the RM-8 District at the eastern corner of the subject property.
8. There are four parcels, ranging from 0.18 to 0.5-acre in size, in the RM-8 District along the northwestern property line. Two of the parcels are developed; one parcel has one home and one parcel has two homes.
9. On Hilton Head Island, high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way. The single story homes in Bay Pines (RS-3) are separated by at least 200 feet from the 45 foot tall multifamily residential buildings in Brighton Bay (WMU) by a parcel in Brighton Bay containing drive aisles, tennis courts, and open space. The buildings in the multifamily Legends development (RM-12) are separated from the closest single family homes in Port Royal Plantation by 100 feet: there is a 50 foot setback on the Legends parcel; and the Marketplace Drive right-of-way is 50 feet wide.
10. The subject property is nearly square; it is approximately 520 feet by 540 feet.
11. The RM-4, RM-8, and RM-12 Districts all require 20 foot setbacks from adjacent property lines.
12. The maximum building height in the RM-4 and RM-8 Districts is 35 feet. The maximum building height in the proposed RM-12 District is 45 feet.
13. Sewer service is available for the subject property.

**Conclusions of Law:**

As set forth in LMO Section 16-2-103.C.3.a.i, the application addresses the following Goals and Implementation Strategies in the Comprehensive Plan:

1. **Goal 5.2-B in the Housing Element** is to look at housing opportunities as a mechanism to maintain its essential workforce.  
The proposed rezoning would allow more residential dwelling units to be developed on the subject parcel. The applicant's narrative states the potential buyer plans to develop workforce housing on the subject parcel. Given that the property is not located near tourist destinations and that new housing in the area is being marketed as mid-market or workforce housing, it is likely that residences developed on this property could provide additional workforce housing. Therefore the application is **consistent** with Goal 5.2-B of the Housing Element.
2. **Goal 8.1-A in the Land Use Element** is to have an appropriate mix of land uses to meet the needs of existing and future populations.  
Several new residential developments in the area demonstrate the need for new housing for existing and future populations. Since the proposed rezoning would increase the number of



dwelling units allowed to be built on the subject property, increasing the amount of new housing to serve existing and future populations, the proposed rezoning is **consistent** with Goal 8.1-A in the Land Use Element.

3. **Goal 8.1-B in the Land Use Element** is to maintain the character of the land while ensuring adequate infrastructure is in place and balancing land conservation to meet future needs. Part of the Island's character is high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way. The subject parcel is 6.22 acres in size and approximately square, which provides flexibility in designing the site; buildings don't have to be located within 20 feet of a shared property line. The size and shape of the subject parcel allows flexibility in site design, allowing appropriate separation between development on the subject property and existing development on neighboring properties, which will help maintain the character of the Island; therefore the proposed rezoning is **consistent** with Goal 8.1-B in the Land Use Element.
4. **Goal 8.4-A in the Land Use Element** is an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.  
As stated above, several new residential developments in the area demonstrate the market demand for new housing to accommodate permanent and seasonal populations. Since the proposed rezoning would increase the number of dwelling units allowed to be built on the subject property, thereby increasing the amount of new housing, the proposed rezoning is **consistent** with Goal 8.4-A in the Land Use Element.
5. **Goal 8.10-A in the Land Use Element** is to provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island. The new residential development in the area of the subject property suggests there is an increased demand for housing in this area of the island. The subject property is surrounded by properties in RM-4, RM-8, and MV Districts. These properties are developed with single family homes and with a maintenance area for the Palmetto Hall golf course. The proposed rezoning would remove several non-residential uses currently allowed on the subject property, in keeping with the character of the neighborhood. The subject parcel is large enough to provide adequate separation between future development on the subject parcel and the homes adjacent to the subject parcel. The proposed rezoning will appropriately modify the zoning designation to meet the market demand for workforce housing in the area while maintaining the residential character of the area, therefore the application is **consistent** with Goal 8.10-A of the Land Use Element.
6. **Implementation Strategy 8.10-B in the Land Use Element** is to consider focusing higher intensity land uses in areas with available sewer connections. The proposed rezoning would allow higher density development on a parcel that has sewer service, which is **consistent** with Implementation Strategy 8.10-B of the Land Use Element.

#### Summary of Facts and Conclusions of Law

*Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):*

#### Findings of Fact:

1. The properties adjacent to the subject parcel are zoned MV (Mitchelville), RM-4, RM-8, and PD-1 Palmetto Hall (Planned Development Mixed-Use). Less than one half-mile from the subject property is the PD-1 Zoning District for Hilton Head Plantation and PR (Parks and Recreation) District zoned parcels.
2. The proposed rezoning to RM-12 will permit the following use types: Residential, Civic, Public, Institutional and Educational and Agriculture. See Attachment C for a complete list of

uses permitted within these categories.

3. All the uses permitted in the RM-12 District are permitted in the RM-4 District; however, in addition to what is allowed in the RM-12 District, RM-4 permits more Civic, Public, Institutional and Educational uses, a Resort Accommodation use, Commercial Services and Other uses.
4. All the uses permitted in the RM-12 District are permitted in the RM-8 District; however, in addition to what is allowed in the RM-12 District, RM-8 permits Commercial Services and Other uses.
5. All the uses permitted in the RM-12 District are permitted in the MV District. The MV District also allows many more uses than all the adjacent RM Districts.
6. A main component of the adjacent PD-1 District is residential by definition in the LMO.
7. In correlation with the adjacent PR District, public parks are permitted in all RM districts. PD-1 Districts allow for parks and recreation uses in their master planned areas.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.ii.
2. The proposed rezoning will allow uses that are compatible with the uses allowed on other properties in the vicinity. All the uses permitted in the RM-12 District are allowed in the adjacent RM-4, RM-8 and MV Districts. The PD-1 District allows variable uses, including residential.
3. All districts are compatible with the adjacent PR District zoned parcels because parks are permitted in all adjacent zoning districts.

**Summary of Facts and Conclusions of Law**

*Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):*

**Findings of Fact:**

1. The subject property is bisected by the Fish Haul Road easement.
2. The subject property has remained undeveloped and vacant as can be determined by aerial imagery dating to 1955.
3. Fish Haul Road is paved and provides access to the adjacent road network supporting development on this parcel. The developer may be required to make road improvements or upgrade the easement to a street as determined during the Development Plan Review process as required by the LMO.
4. There are no known sensitive environmental features on the subject property other than possibly specimen trees. These will be identified as required in the Development Plan Review process.
5. The subject property is located within one-half mile of community amenities such as the Barker Field complex with access to the beach via Fish Haul Beach Park. The Town public bike path extends to the corner of the property at Fish Haul Road and Mitchelville Road and connects the subject property to these public facilities.
6. Per LMO 16-3-103.B, the purpose of the adjacent MV District is to recognize the historical and cultural significance of this area of the island, while a variety of uses are permitted in an effort to facilitate development in an area currently occupied by large tracts of undeveloped parcels.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.iii.
2. The proposed zoning is appropriate for the land because the subject property is adjacent to a number of parcels where development is intended for the currently undeveloped areas in the

- vicinity.
- 3. The subject property is close to community and public amenities with a paved road network supporting the residential density proposed for the property, though the developer may be required to make improvements to the roads as part of the Development Plan Review process.
- 4. If there are specimen trees found on the property, development on the site will be required to adhere to the LMO standards for specimen trees.

**Summary of Facts and Conclusions of Law**

*Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):*

**Findings of Fact:**

- 1. With a proposed density of 12 units per net acre and potential for up to 74 dwelling units with the rezoning, the subject property could provide more housing in this area.
- 2. There is a need for more housing on the Island, as stated in the Comprehensive Plan, and specifically for more workforce housing as shown in the “Assessment of Workforce Housing Needs” report by the Town’s housing consultant, Lisa Sturtevant & Associates, LLC.
- 3. The applicant has stated the buyer/seller’s intent is to develop multifamily workforce housing on the property.
- 4. Town Council has recognized and prioritized workforce housing as a goal for Hilton Head Island.
- 5. Two new major subdivisions in the area currently under construction are expected to provide 76 new single-family homes in the \$300,000 to \$650,000 range, which is not a price range generally considered attainable by the work force. This does, however, speak to the general increase in demand for housing on the island, specifically in this area.
- 6. At this time there are no zoning districts or ordinances in place that require or incentivize a developer to build workforce housing, thus the Town has no way to enforce workforce housing for residential development. There is no way to guarantee the subject property will in fact be developed with workforce housing.
- 7. The Town is actively pursuing the development of policies to guide workforce housing development on the island per # 2 and #4 above.

**Conclusions of Law:**

- 1. This application **meets the criteria** in LMO 16-2-103.C.a.iv.
- 2. The proposed rezoning is meeting a demonstrated community need, which is a need for more housing, as described in Criteria 1.
- 3. While the applicant has stated the buyer/developer’s interest in building workforce housing on the property, there is not a way to ensure this will transpire as a result of this rezoning; however, workforce housing is a demonstrated community need as prioritized by Town Council which is currently being pursued. Either way, the project will add more housing to this area, which is consistent with the Comprehensive Plan.

**Summary of Facts and Conclusions of Law**

*Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):*

**Findings of Fact:**

1. Per LMO 16-3-104.G, the purpose of the RM-12 District is to, “allow higher density residential uses in locations which are served by adequate infrastructure, while maintaining the character of these areas.”
2. With the RM-12 District emphasis and intent for residential development, rezoning the subject property would align with the purpose of the adjacent RM Districts, as well as the PD-1 and MV District, which all permit residential uses.
3. This area of the island is intended by the Town to be developed with a variety of uses. The 2014 LMO rewrite focused zoning in this area to encourage future development as per the defined purpose of the MV District and the established transect of residential districts.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.v.
2. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town because the purpose of the zoning districts established in this area is to promote development and a diverse density of residential uses ranging from four dwelling units up to 12 dwelling units across the existing districts incorporated into the area.

**Summary of Facts and Conclusions of Law**

*Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):*

**Finding of Fact:**

1. The MV District adjacent to the subject property allows a residential density of 12 dwelling units per net acre.
2. The RM-12 District allows a residential density of 12 dwelling units per net acre.
3. As described in the Background section of this report and Criteria 2, except for density, the RM-12 District is more restrictive than the adjacent MV District. Density is the only entitlement for the RM-12 District that is less restrictive than the adjacent RM-4 and RM-8 Districts.
4. All directly adjacent districts allow for residential uses.
5. There is no RM-12 zoning directly abutting the subject property. The proposed rezoning would create a geographically isolated RM-12 zoned parcel.
6. A majority of the RM-12 District is comprised of geographically isolated parcels developed with moderate to high density multifamily residential communities. The developed, isolated parcels currently zoned RM-12 are at least six acres in area. See Attachment H for a map of the existing RM-12 District.
7. The subject property is 6.22 acres.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.vi.
2. The proposed rezoning would not create a zoning district that is unrelated to adjacent and surrounding zoning districts because all the surrounding districts allow residential uses and the RM-12 District is more restrictive. Rezoning the subject property to RM-12 would provide a transition from the more intense and high density MV District to the adjacent RM residential districts.
3. The proposed rezoning would not create a zoning district that is inappropriately isolated because the surrounding districts allow residential uses and rezoning the subject property to RM-12 does not introduce any new, incompatible or isolated uses.
4. Due to its area being over six acres, the subject property would be consistent with the rest of the developed parcels comprising the RM-12 District.

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**Summary of Facts and Conclusions of Law**

*Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):*

**Findings of Fact:**

1. The subject property has never been developed.
2. The subject property as proposed to be rezoned could provide housing, including multifamily development, at a density of 12 dwelling units per net acre.
3. The current zoning has two different districts assigned on two separate portions with slightly different density (four dwelling units versus eight dwelling units) and use allowances (varied Commercial Services versus Resort Accommodation), as well as different design standards in development height, as described in the Background portion of this report and provided in Attachments C and G. This presents a hardship for any development on the subject property.
4. Rezoning the RM-4 portion of the subject property to RM-8 or vice versa could be an option to achieve congruency across the property and possibly provide better economic viability.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.vii.
2. The rezoning of the subject property would allow it to be put to a reasonably viable economic use because both portions of the subject property will be congruent in density, use allowances and design standards, which could improve its economic viability and promote a higher and better use of the land for development.
3. Rezoning the RM-4 portion of the subject property to RM-8 is also an option to achieve consistency across the property and could also provide better economic viability, but does not achieve the economies of scale desired by the applicant for future development of the subject property.

**Summary of Facts and Conclusions of Law**

*Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):*

**Findings of Fact:**

1. Fish Haul Road is a paved, Beaufort County-managed easement bisecting the property. Mitchelville Road along the northeastern boundary is a paved road with right of way owned by the State. Improvements to Fish Haul Road at the developer's expense may be required during the Development Plan Review process as required by the LMO.
2. Water service is available.
3. Sewer service is available.
4. Electric service is available.
5. Hilton Head Island Fire and Rescue has the capability to immediately access the subject property.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.viii.
2. The proposed rezoning would result in development that can be served by all typically available, adequate and suitable public facilities for properties in the Town of Hilton Head Island.
3. The developer can improve the property by possibly upgrading the road to meet any existing

deficiencies as required in the Town's Development Plan Review process.

**Summary of Facts and Conclusions of Law**

*Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):*

**Findings of Fact:**

1. In close proximity to the subject property are two recently approved major subdivision projects: The Estuary on Fish Haul Road and Hammock Breeze Cottages on Mitchelville Road.
2. Town staff has reviewed a pre-application for a multifamily development for 15 to 20 homes nearby on Fish Haul Road and pre-applications for two more single family major subdivisions on Mitchelville Road in the MV District.
3. There has been recent development of single-family homes within the Beach City Place and Beach City Commons developments on Beach City Road near the subject property.
4. The Hilton Head Island Public Service District has installed sewer infrastructure in the area.
5. The Town of Hilton Head Island is working with local property owners to pave the portion of Mitchelville Road near the subject property to provide safe and improved access.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.ix.
2. Rezoning the subject property will be appropriate due to the changing condition of increased interest and development on nearby properties.
3. Rezoning the subject property will be appropriate due to the changing condition of recent and proposed infrastructure improvements to the area. The improved infrastructure for what has been a rural area is a changing condition that has encouraged development and increased more opportunity for development in the area.

**LMO Official Determination**

Staff determines that this application **is consistent with the Comprehensive Plan and does serve to carry out the purposes of the LMO** as based on the Findings of Fact and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** to Town Council of this application.

**Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.**

**PREPARED BY:**

TL  
Taylor Ladd  
Senior Planner

July 24, 2019  
DATE

**REVIEWED BY:**

ND  
Nicole Dixon, CFM

July 24, 2019  
DATE

*Development Review Administrator*

**REVIEWED BY:**

TL

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Teri Lewis, AICP

*LMO Official*

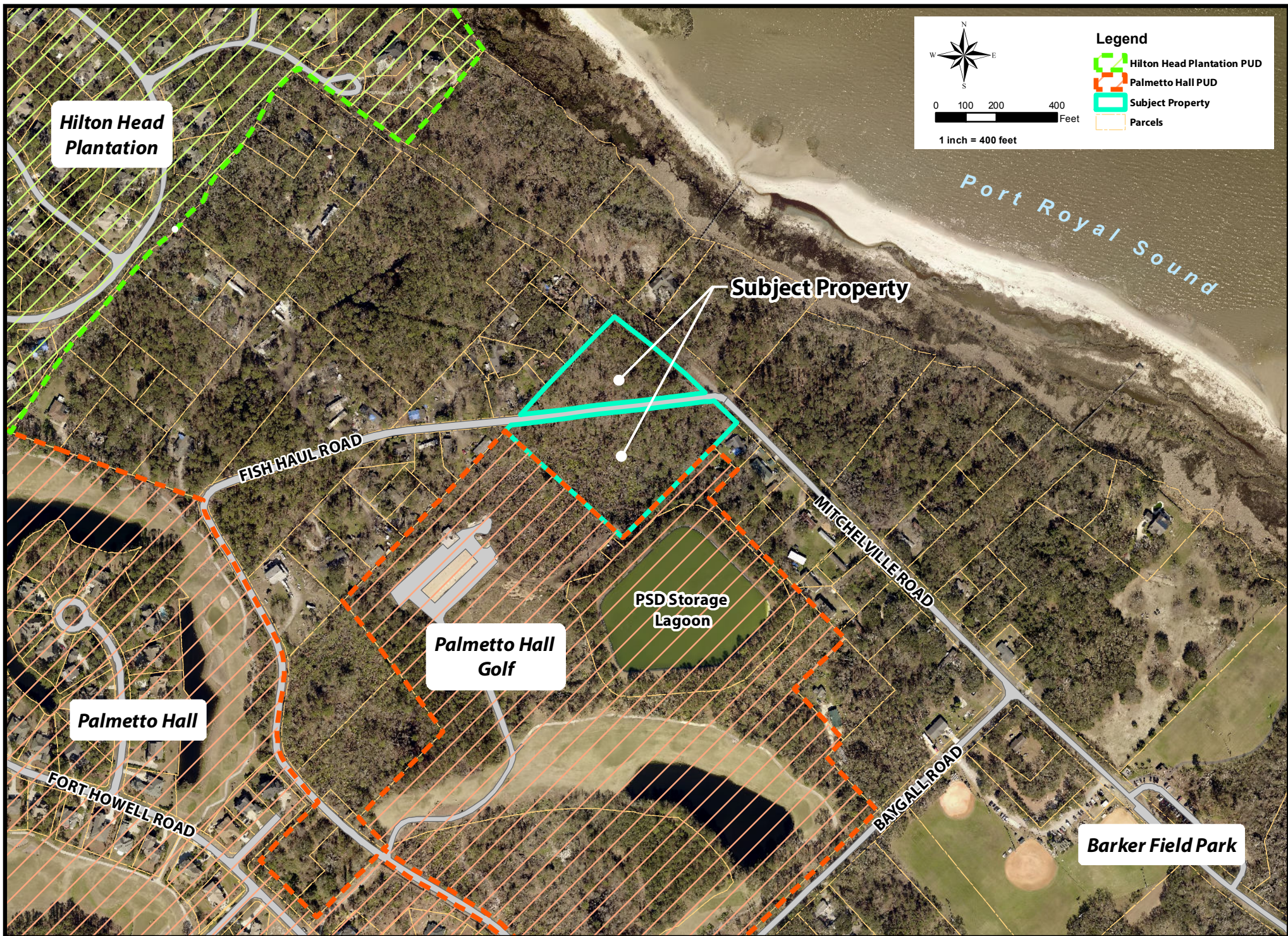
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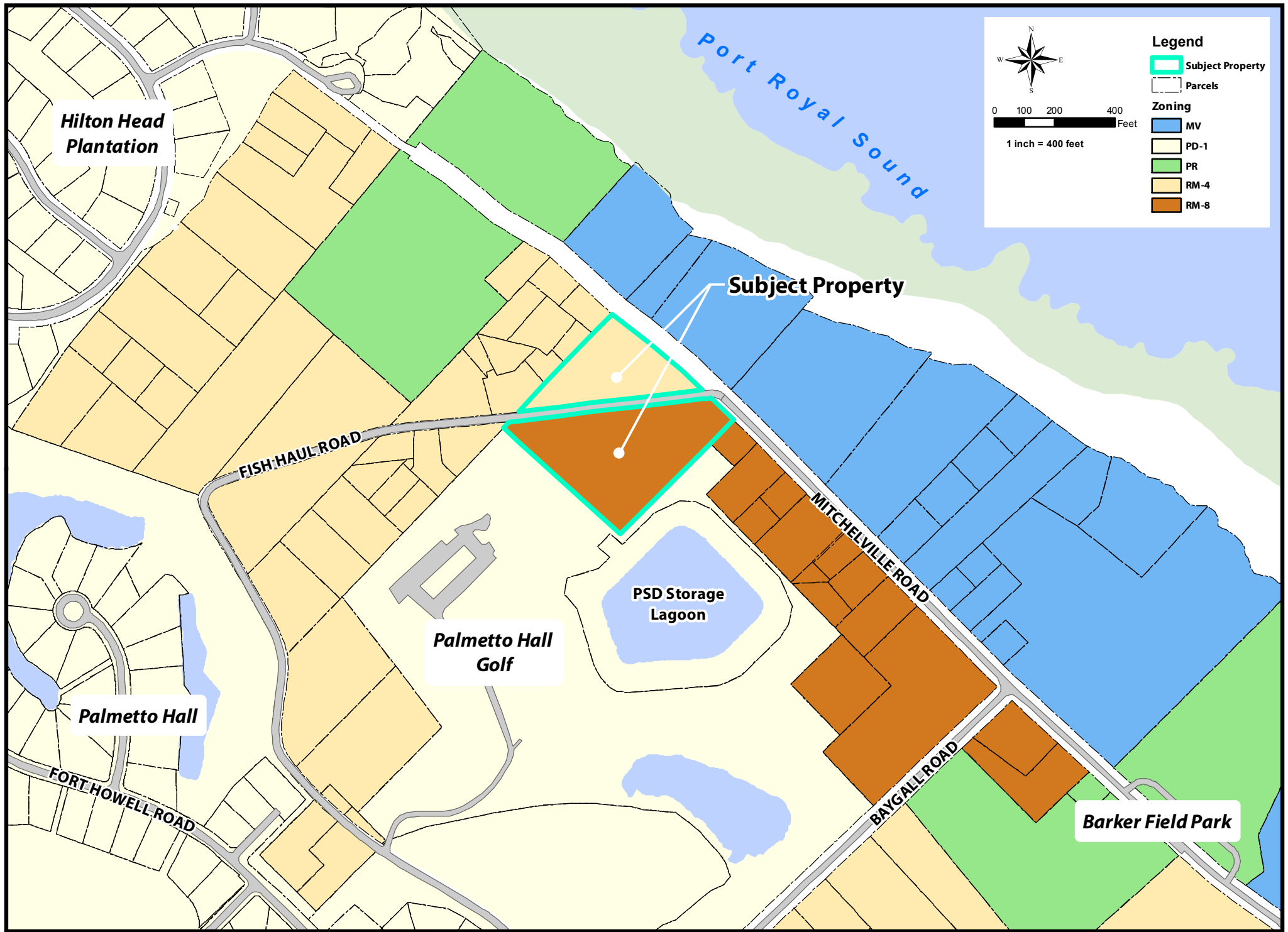
**ATTACHMENTS:**

- A) Vicinity Map
- B) Zoning Map
- C) LMO Use Tables
- D) Subject Property Aerial Imagery
- E) Boundary Survey
- F) Applicant Narrative
- G) Zoning District Comparison Table



**280 Fish Haul Road and Vicinity**  
**ZA-001461-2019**





280 Fish Haul Road Zoning Map  
ZA-001461-2019

# RM-4 Low to Moderate Density Residential District

## 1. Purpose

The purpose of the Low to Moderate Density Residential (RM-4) District is to protect and preserve the character of these areas and *neighborhoods* at *densities* up to four *dwelling units* per *net acre* . This district is used to encourage a variety of residential opportunities, including *multifamily* residential units, *single-family* residences, and *group living* . The regulations of the district are intended to discourage *development* that would substantially interfere with, or be detrimental to, residential character.

## 2. Allowable Principal Uses

		USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES	
<b>Residential Uses</b>				
<i>Group Living</i>	P		1 per 3 rooms	
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	
<b>Public, Civic, Institutional, and Educational Uses</b>				
<i>Cemeteries</i>	P		1 per 225 GFA of office area + 1 per 500 GFA of <i>maintenance</i> facilities	
<i>Community Service Uses</i>	P		1 per 400 GFA	
<i>Education Uses</i>	P		Colleges and High Schools	10 per classroom
			Elementary and Junior High/Middle Schools	4 per classroom
			<i>Other Education Uses</i>	See Sec. 16-5-107.D.2
<i>Government Uses</i>	PC	Sec. 16-4-102.B.2.d	Fire Stations	4 per bay + 1 per 200 GFA of office area
			Other	1 per 200 GFA of office area

## Attachment C

<b>Major Utilities</b>	SE		1 per 1,500 GFA	
<b>Minor Utilities</b>	P		n/a	
<b>Public Parks</b>	P		See Sec. 16-5-107.D.2	
<b>Religious Institutions</b>	P		1 per 3 seats in main assembly area	
Telecommunication Antenna, Collocated or Building Mounted	PC	Sec. 16-4-102.B.2.e	n/a	
<b>Telecommunication Towers, Monopole</b>	PC	Sec. 16-4-102.B.2.e	1	
<b>Resort Accommodations</b>				
<b>Bed and Breakfasts</b>	PC	Sec. 16-4-102.B.4.a	1 per guest room	
<b>Commercial Services</b>				
<b>Convenience Stores</b>	PC	Sec. 16-4-102.B.7.d	1 per 200 GFA	
<b>Open Air Sales</b>	PC	Sec. 16-4-102.B.7.i	1 per 200 GFA of sales/display area	
<b>Other Commercial Services</b>	PC	Sec. 16-4-102.B.7.l	See Sec. 16-5-107.D.2	
<b>Other Uses</b>				
<b>Agriculture Uses</b>	P		Stables or Riding Academies	1 per 5 stalls
			Other	n/a
<b>Boat Ramps , Docking Facilities , and Marinas</b>	PC	Sec. 16-4-102.B.10.a	1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips	
<b>3. Development Form Standards</b>				
<b>MAX. DENSITY (PER NET ACRE )</b>		<b>LOT COVERAGE</b>		
Residential	4 du (6 du if lot area is at least 3 acres; 8 du if lot area is at least 5 acres)	Max. <b>Impervious Cover</b> for All <b>Development</b> Except <b>Single-Family</b>	35%	
<b>Bed and Breakfast</b>	10 rooms			
Nonresidential	6,000 GFA	Min. <b>Open Space</b> for Major Residential <b>Subdivisions</b>	16%	
<b>MAX. BUILDING HEIGHT</b>				
All <b>Development</b>	35 ft <sup>1</sup>			
<b>USE AND OTHER DEVELOPMENT STANDARDS</b>				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural				

## Attachment C

Resource Protection.
<b>TABLE NOTES:</b>
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <b>dwelling units</b> ; sf = square feet; GFA = <b>gross floor area</b> in square feet; ft = feet; n/a = not applicable
1. May be increased by up to ten percent on demonstration to the <b>Official</b> that:
a. The increase is consistent with the character of <b>development</b> on surrounding <b>land</b> ;
b. <b>Development</b> resulting from the increase is consistent with the purpose and intent of the <b>building height</b> standards;
c. The increase either (1) is required to compensate for some unusual aspect of the site or the proposed <b>development</b> , or (2) results in improved site conditions for a <b>development</b> with <b>nonconforming site features</b> ;
d. The increase will not pose a danger to the public health or safety;
e. Any adverse impacts directly attributable to the increase are mitigated; and
f. The increase, when combined with all previous increases allowed under this provision, does not result in a cumulative increase greater than ten percent.

(Revised 4-18-2017 - [Ordinance 2017-05](#))

## Attachment C

### Town of Hilton Head Island Municipal Code

#### Title 16: Land Management Ordinance, Section 16-3-104.F

<h1 style="margin: 0;">RM-8</h1> <h2 style="margin: 0;">Moderate Density Residential District</h2>				
<b>1. Purpose</b>				
<p>The purpose of the Moderate Density Residential (RM-8) District is to allow the <b>development</b> of residential <b>uses</b> at <b>densities</b> up to eight <b>dwelling units</b> per <b>net acre</b> . The district allows a variety of residential <b>uses</b> , along with <b>uses</b> that support <b>neighborhoods</b> . The district is intended to discourage <b>development</b> that would substantially interfere with, or be detrimental to, moderate residential character.</p>				
<b>2. Allowable Principal Uses</b>				
		USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES	
<b>Residential Uses</b>				
<b>Group Living</b>	P		1 per 3 rooms	
<b>Multifamily</b>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<b>Single-Family</b>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	
<b>Public, Civic, Institutional, and Educational Uses</b>				
<b>Community Service Uses</b>	P		1 per 400 GFA	
<b>Government Uses</b>	PC	Sec. 16-4-102.B.2.d	Fire Stations	4 per bay + 1 per 200 GFA of office area
			Other	1 per 200 GFA of office area
<b>Major Utilities</b>	SE		1 per 1,500 GFA	
<b>Minor Utilities</b>	P		n/a	
<b>Public Parks</b>	P		See Sec. 16-5-107.D.2	
<b>Religious Institutions</b>	P		1 per 3 seats in main assembly area	
Telecommunication Antenna, Collocated or Building Mounted	PC	Sec. 16-4-102.B.2.e	n/a	
<b>Telecommunication Towers, Monopole</b>	PC	Sec. 16-4-102.B.2.e	1	
<b>Commercial Services</b>				
<b>Other Commercial Services</b>	PC	Sec. 16-4-102.B.7.I	See Sec. 16-5-107.D.2	
<b>Other Uses</b>				
<b>Agriculture Uses</b>	P		Stables or Riding	1 per 5 stalls

## Attachment C

			Academies	
			Other	n/a
<b>Boat Ramps , Docking Facilities , and Marinas</b>	PC	Sec. 16-4-102.B.10.a	1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips	
<b>3. Development Form Standards</b>				
<b>MAX. DENSITY (PER NET ACRE )</b>		<b>LOT COVERAGE</b>		
Residential	8 du	Max. <b>Impervious Cover</b> for All <b>Development</b> Except <b>Single-Family</b>	35%	
Nonresidential	6,000 GFA			
<b>MAX. BUILDING HEIGHT</b>		Min. <b>Open Space</b> for Major Residential <b>Subdivisions</b>	16%	
All <b>Development</b>	45 ft <sup>1</sup>			
<b>USE AND OTHER DEVELOPMENT STANDARDS</b>				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.				
<b>TABLE NOTES:</b>				
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <b>dwelling units</b> ; sf = square feet; GFA = <b>gross floor area</b> in square feet; ft = feet; n/a = not applicable				
1. May be increased by up to ten percent on demonstration to the <b>Official</b> that:				
a. The increase is consistent with the character of <b>development</b> on surrounding <b>land</b> ;				
b. <b>Development</b> resulting from the increase is consistent with the purpose and intent of the <b>building height</b> standards;				
c. The increase either (1) is required to compensate for some unusual aspect of the site or the proposed <b>development</b> , or (2) results in improved site conditions for a <b>development</b> with <b>nonconforming site features</b> ;				
d. The increase will not pose a danger to the public health or safety;				
e. Any adverse impacts directly attributable to the increase are mitigated; and				
f. The increase, when combined with all previous increases allowed under this provision, does not result in a cumulative increase greater than ten percent.				

**Attachment C**

Town of Hilton Head Island Municipal Code

Title 16: Land Management Ordinance, Section 16-3-104.G

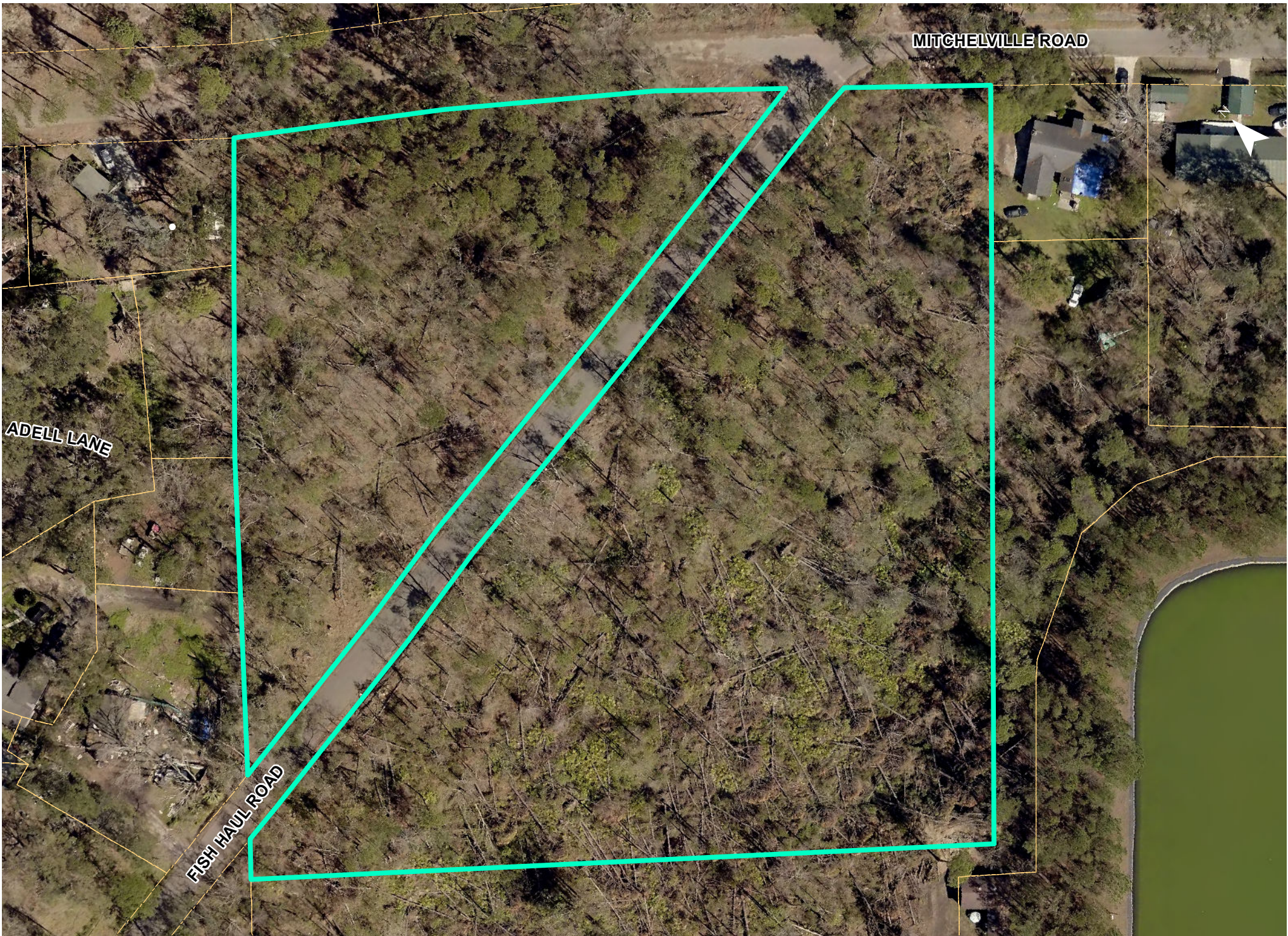
G. Moderate to High Density Residential District (RM-12) District

<h2 style="margin: 0;">RM-12</h2> <h3 style="margin: 0;">Moderate to High Density Residential District</h3>				
1. Purpose				
<p>The purpose of the Moderate to High Density Residential (RM-12) District is to allow higher <b>density</b> residential <b>uses</b> in locations which are served by adequate infrastructure, while maintaining the character of these areas and <b>neighborhoods</b> at <b>densities</b> up to twelve units per <b>net acre</b> . This district is used to encourage a variety of residential opportunities, including <b>multifamily</b> residential units, <b>single-family</b> residences, and <b>group living</b> . The regulations of this district are intended to discourage <b>development</b> that would substantially interfere with, or be detrimental to, moderate to high density residential character.</p>				
2. Allowable Principal Uses				
		USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES	
Residential Uses				
<b>Group Living</b>	P		1 per 3 rooms	
<b>Multifamily</b>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<b>Single-Family</b>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	
Public, Civic, Institutional, and Educational Uses				
<b>Community Service Uses</b>	P		1 per 400 GFA	
<b>Government Uses</b>	PC	Sec. 16-4-102.B.2.d	Fire Stations	4 per bay + 1 per 200 GFA of office area
			Other	1 per 200 GFA of office area
<b>Major Utilities</b>	SE		1 per 1,500 GFA	
<b>Minor Utilities</b>	P		n/a	
<b>Public Parks</b>	P		See Sec. 16-5-107.D.2	
<b>Religious Institutions</b>	P		1 per 3 seats in main assembly area	
Telecommunication Antenna, Collocated or Building Mounted	PC	Sec. 16-4-102.B.2.e	n/a	
<b>Telecommunication Towers, Monopole</b>	PC	Sec. 16-4-102.B.2.e	1	

**Attachment C**

Other Uses				
<b>Agriculture Uses</b>	P		Stables or Riding Academies	1 per 5 stalls
			Other	n/a
3. Development Form Standards				
MAX. DENSITY (PER NET ACRE )		LOT COVERAGE		
Residential	12 du		Max. <b>Impervious Cover</b> for All <b>Development</b> Except <b>Single-Family</b>	35%
Nonresidential	6,000 GFA			
MAX. BUILDING HEIGHT			Min. <b>Open Space</b> for Major Residential <b>Subdivisions</b>	16%
All <b>Development</b>	45 ft <sup>1</sup>			
USE AND OTHER DEVELOPMENT STANDARDS				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.				
<b>TABLE NOTES:</b>				
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <b>dwelling units</b> ; sf = square feet; GFA = <b>gross floor area</b> in square feet; ft = feet; n/a = not applicable				
1. May be increased by up to ten percent on demonstration to the <b>Official</b> that:				
a. The increase is consistent with the character of <b>development</b> on surrounding <b>land</b> ;				
b. <b>Development</b> resulting from the increase is consistent with the purpose and intent of the <b>building height</b> standards;				
c. The increase either (1) is required to compensate for some unusual aspect of the site or the proposed <b>development</b> , or (2) results in improved site conditions for a <b>development</b> with <b>nonconforming site features</b> ;				
d. The increase will not pose a danger to the public health or safety;				
e. Any adverse impacts directly attributable to the increase are mitigated; and				
f. The increase, when combined with all previous increases allowed under this provision, does not result in a cumulative increase greater than ten percent.				





ZA-001461-2019

280 Fish Haul Road 2017 Aerial View

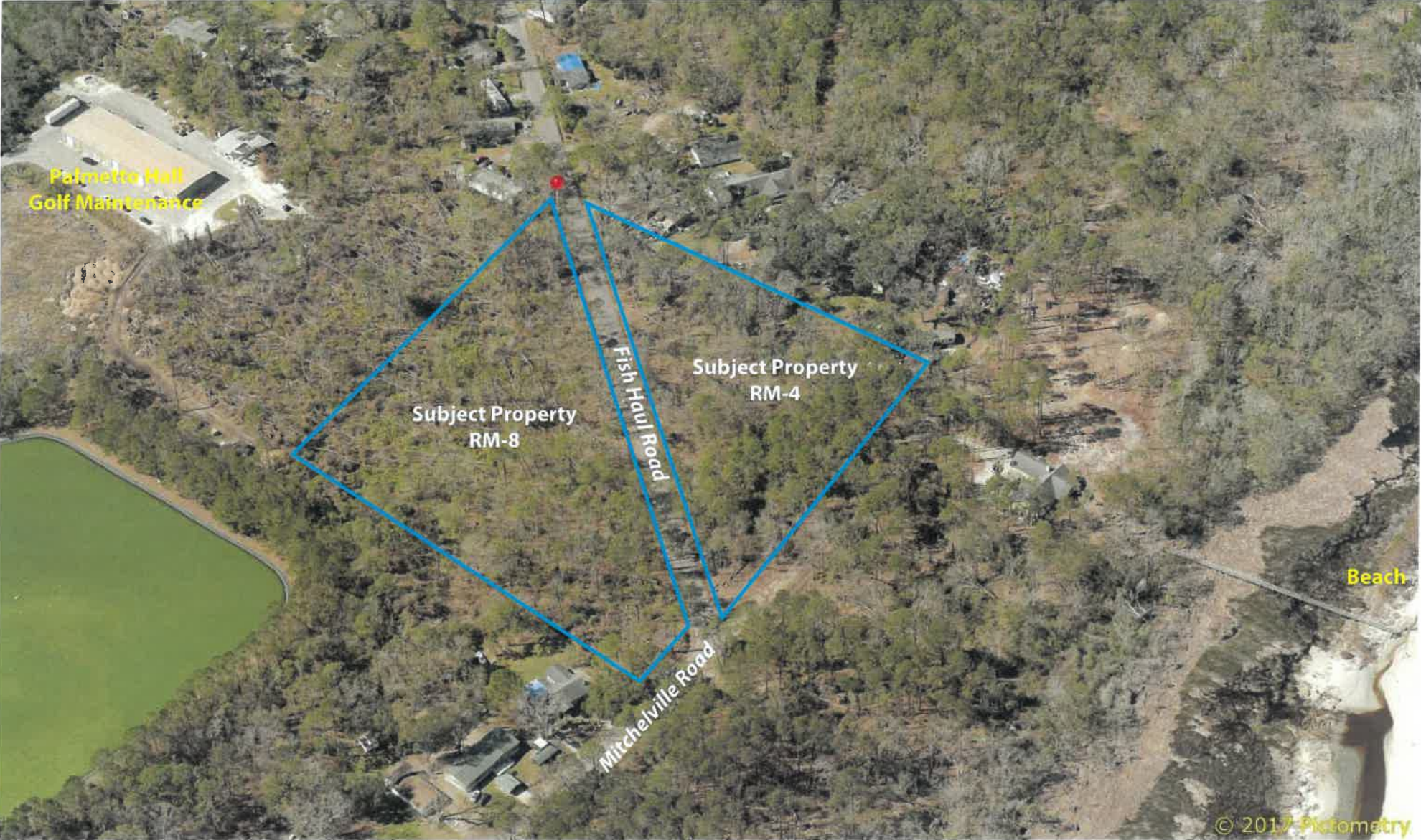
**Attachment D**



**ZA-001461-2019**

**280 Fish Haul Road 2017 Aerial View North**

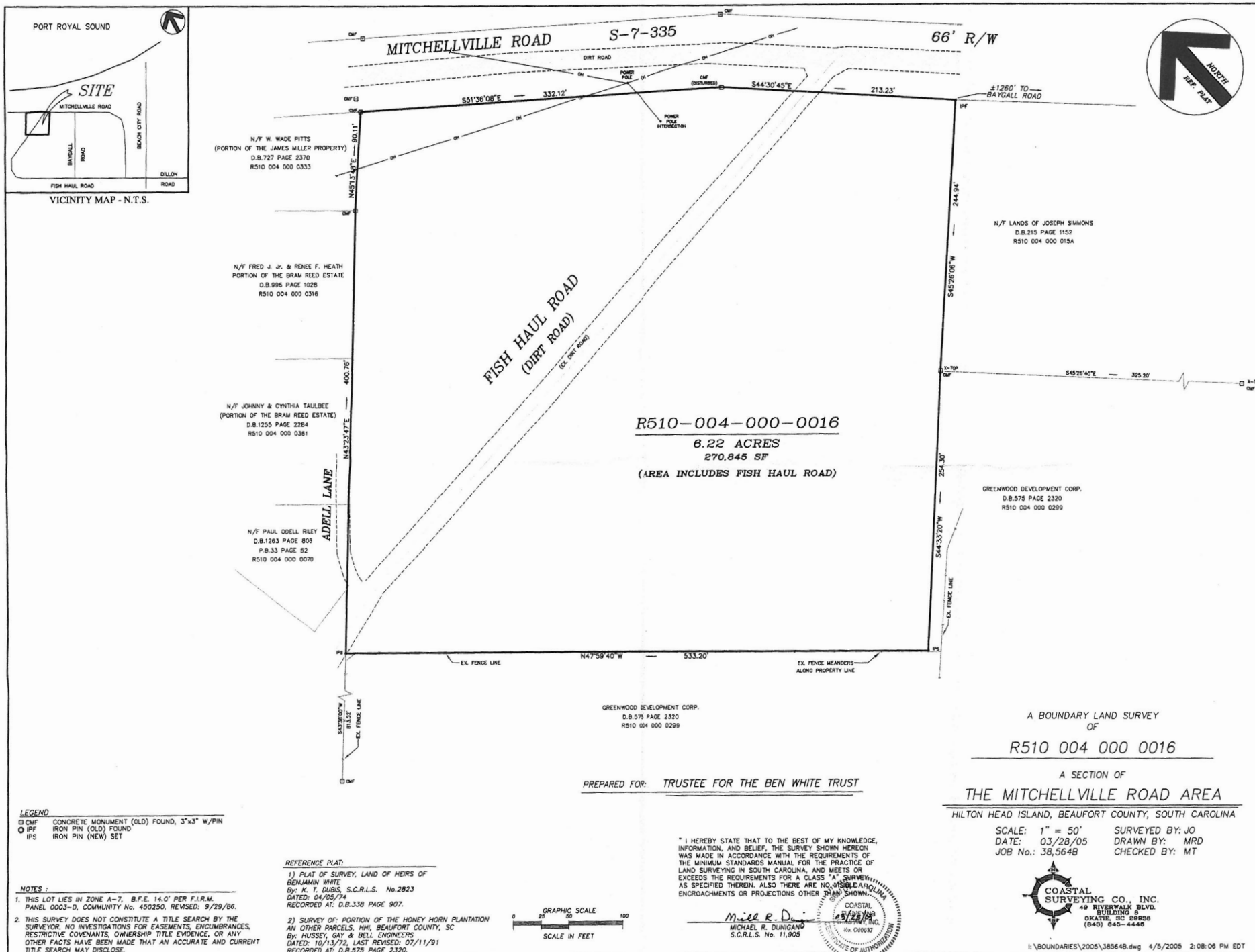
**Attachment D**



**ZA-001461-2019**

**280 Fish Haul Road 2017 Aerial View West**

Attachment E

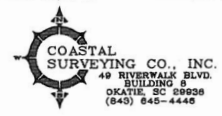


R510-004-000-0016  
 6.22 ACRES  
 270,845 SF  
 (AREA INCLUDES FISH HAUL ROAD)

A BOUNDARY LAND SURVEY  
 OF  
R510 004 000 0016  
 A SECTION OF  
THE MITCHELLVILLE ROAD AREA  
 HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 50'  
 DATE: 03/28/05  
 JOB No.: 38,564B

SURVEYED BY: JO  
 DRAWN BY: MRD  
 CHECKED BY: MT



**LEGEND**  
 □ C/MF CONCRETE MONUMENT (OLD) FOUND, 3"x3" W/PIN  
 ○ I/PF IRON PIN (OLD) FOUND  
 ○ I/PS IRON PIN (NEW) SET

**NOTES:**  
 1. THIS LOT LIES IN ZONE A-7, B.F.E. 14.0' PER F.I.R.M. PANEL 0003-D, COMMUNITY No. 450250, REVISED: 9/29/86.  
 2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

**REFERENCE PLAT:**  
 1) PLAT OF SURVEY, LAND OF HEIRS OF BENJAMIN WHITE  
 By: K. T. DUBIS, S.C.R.L.S. No. 2823  
 DATED: 04/05/74  
 RECORDED AT: D.B.338 PAGE 907.  
 2) SURVEY OF PORTION OF THE HONEY HORN PLANTATION AN OTHER PARCELS, NHI, BEAUFORT COUNTY, SC  
 By: HUSSEY, GAY & BELL ENGINEERS  
 DATED: 10/13/72, LAST REVISED: 07/11/91  
 RECORDED AT: D.B.575 PAGE 2320.



"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO UNDISCLOSED ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

Michael R. Dunigano  
 MICHAEL R. DUNIGANO  
 S.C.R.L.S. No. 11,905

280 Fish Haul Road 2005 Boundary Survey  
 ZA-001461-2019

**Attachment F**

**ZA-001461-2019**

Narrative for Zoning Map change for R510-004-000-0016-0000 07/08/2019

**Narrative for Zoning Map change for R510-004-000-0016-0000**

**Application Date: 07/08/2019**

This zoning request is being made by the owners of the property, Thomas C. Barnwell, Jr., and Giselle White-Perry, Trustees of the Ben White Trust, to increase the available density to RM-12 units per acre to increase the allowable options for use.

The property is a 6.22-acre tract of land located in the Bay Gall neighborhood area of the Island. The northeast boundary of the parcel is Mitchelville Road, four single-family parcels are the northwest border, Palmetto Hall golf facilities are on the southwest and the southeast border is comprised of Palmetto Hall. The property is served by Fish Haul Road and Mitchelville Road, with Fish Haul Road bisecting the property diagonally. Water is provided to the property by No 1 PSD Hilton Head and the installation of sewer has been implemented.

Currently, the property has two different zoning classifications, despite being a single parcel. The northern portion of the property (approximately 2 acres) is zoned RM-4. The southern portion of the property (approximately 4 acres) is zoned RM-8. The split zoning is not desirable as it blocks the uniform development of the parcel. The rezoning to RM-12 would address this irregularity and allow for the highest and best use of the land.

*T.C. Barnwell, Jr.*  
*Giselle White-Perry*  
*Trustees*  
7/19/19

## Attachment F

Narrative for Zoning Map change for R510-004-000-0016-0000 07/08/2019

### **Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO Section 16-2-103. C.3.a.i):**

The proposed rezoning to RM-12 furthers the goals of the comprehensive plan by increasing the density of the allowable development, allowing for the financial viability of providing low to moderate price point housing on the property. It is not economically viable to create low to moderate priced housing on small tracts with the density allowed by the current zoning. Low to moderate price point housing provides work force housing on Hilton Head, a stated prioritized goal of the Town.

### **Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO Section 16-2-103. C.3.a.ii):**

The provision of workforce housing in this neighborhood is compatible with the uses of the adjacent property. The property is bounded: (a) to the southeast and southwest by: (i) the Palmetto Hall Golf course and a PSD storage pond which are contained in a PUD; and, (ii) single family home; and, (b) to the northeast boundary is Mitchelville Road. The other side of Mitchelville Road is zoned the MV District with an allowable density of 12 units per acres, a 50% non-permeable coverage, and a permitted building height of 75 feet; and, (c) to the northwest boundary is adjacent to four (4) single family housing parcels.

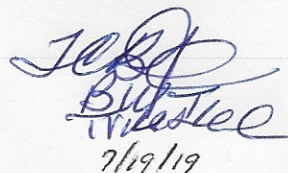
The RM-12 designation is consistent with the goals of the Town in providing development opportunities in the Bay Gall neighborhood as evidenced by the creation of the MV District to encourage appropriate types of development in this area. It is further consistent because of current development activity in this neighborhood. The Bay Gall neighborhood is undergoing changes in use with two significant subdivision projects in this area. Furthermore, additional similar housing projects have been proposed for this neighborhood.

### **Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO Section 16-2-103.C.2.a.iii):**

The proposed zoning and development are appropriate for the land because there are no known areas on the property requiring special protection because of its landscape, wildlife, or historical value. The property is located in a developed area with available, adequate, and suitable public utilities and accessibility by a paved road network. Fish Haul Road is paved and the installation of sewer by PSD 1 has been implemented.

### **Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO Section 16-2-103. C.3.a.iv):**

The proposed zoning will match the density of the surrounding properties in the immediate vicinity, allowing a developer to build low to moderate priced housing (work force housing) which addresses a demonstrated community need as discussed in **Criteria 1**.

  
7/19/19

**Attachment F**

Narrative for Zoning Map change for R510-004-000-0016-0000 07/08/2019

**Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103. C.3.a.v):**

The proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town which include promoting development and providing varying densities of housing units in the vicinity of the property. As workforce housing is priority of the Town for 2019, the proposed rezoning enhances the financial viability of housing development projects that meet the established community need.

The application of RM-12 to this parcel will provide a transition between the MV District with multiple resort style permitted uses and the adjacent PUD and single family uses. This will prevent an abrupt change from the high intensity uses permitted by MV District to the less intense uses of the adjacent PUD, RM-4 and RM-8.

**Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO Section 16-2-103. C.3.a.vi):**

The proposed rezoning of this 6.22-acre parcel to RM-12 is appropriate for this location because it would have the same density as the adjacent Mitchelville District, with 12 units to acre density. Therefore, this level of density is not an island in a sea of lower densities. Additionally, RM-12 has historically been utilized by the Town to further its housing objectives and has been placed on parcels which are not contiguous with other RM-12 designated parcels. The existing RM-12 district is comprised of many larger parcels developed with apartments. Most other RM-12 parcels on Hilton Head Island are "isolated" to the extent there are not many areas with multiple adjacent RM-12 zoned parcels. Furthermore, the parcel is similar in size to many other isolated parcels zoned RM-12.

**Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):**

Investors/Developers find a building project for 12 units per acre more economically viable than 4 or 8 units as it is currently zoned. The proposed zoning would allow construction of more, much needed housing inventory to offset the present housing inventory deficit. The proposed zoning to RM-12 would increase the subject property's value, thus higher tax assessment on the property, bringing in more tax revenue. More revenue, more families living and spending their money on the island creates and sustains a more robust local economy.

The Ben White Trust has entered into a contract to sell the 6.22-acre tract with a density of 12 units per acre as one of the conditions of the sale. The buyer/developer is planning a multi-family housing project with long-term rental units.

*JAB*  
*Ben White Trust*  
*Trustee*  
*2/19/19*

**Attachment F**

Narrative for Zoning Map change for R510-004-000-0016-0000 07/08/2019

**Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.**

**C.3.a.viii):**

The proposed zoning would result in development that can be served by the available, adequate, and suitable public facilities for properties in the Town of Hilton Head Island as described in **Criteria 3.**

**Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103. C.3.a.ix):**

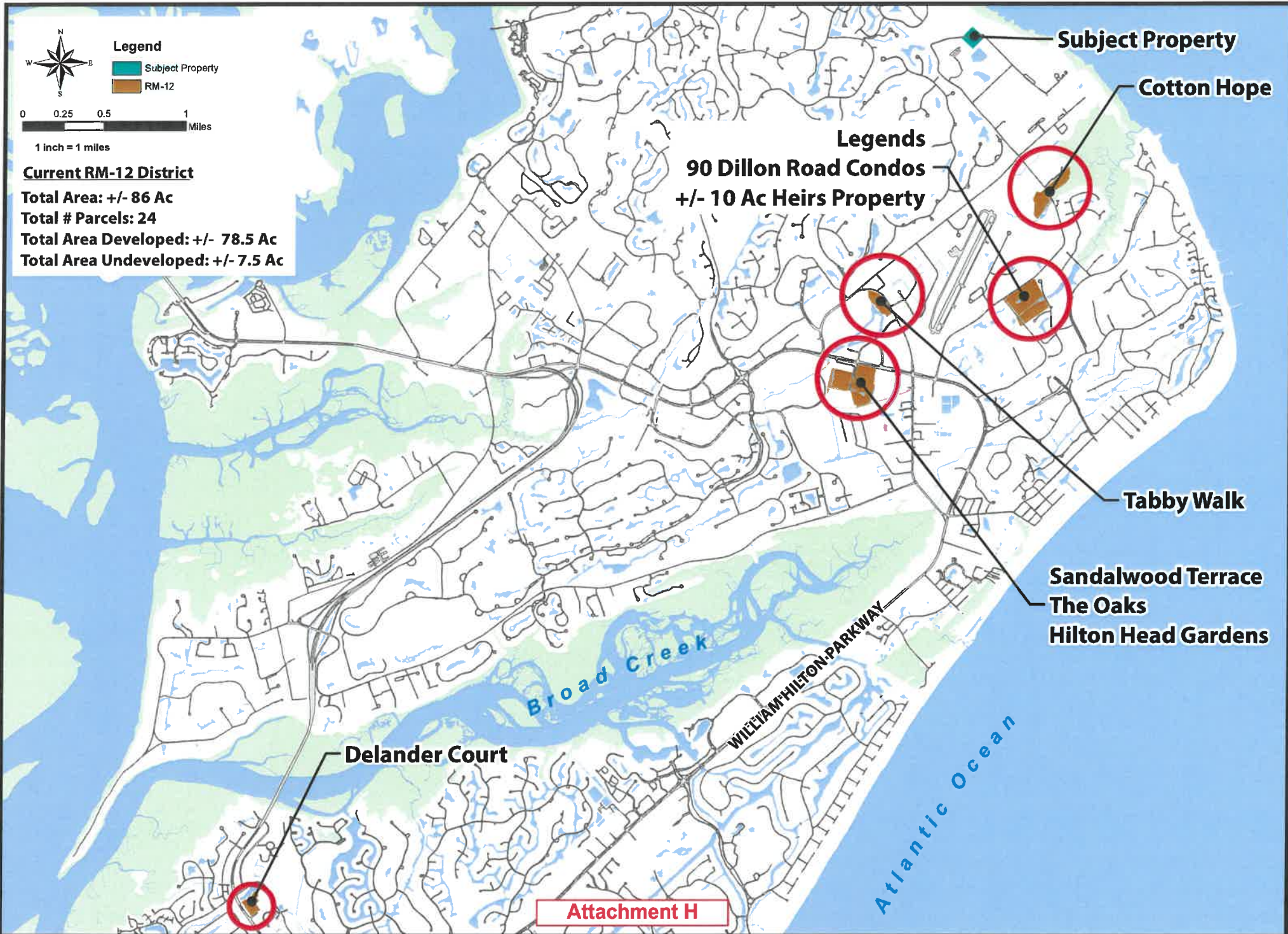
Changing conditions in the Bay Gall area make the rezoning appropriate due to increased development in other properties in the vicinity and proposed infrastructure improvements. These changes, coupled with the recognized need for more housing opportunities on the Island, make the proposed rezoning appropriate for this property.

*[Handwritten Signature]*  
DW Smith  
Lusted  
7/19/19



**Attachment G**  
**Zoning District Comparison Table**  
**ZA-001461-2019**

Items listed in red are not permitted in RM-12 District.		Low to Moderate Density Residential RM-4	Moderate Density Residential RM-8	Moderate to High Density Residential RM-12
<b>Allowable Principal Uses</b>	<i>Residential</i>	Group Living Multifamily Single-Family	Group Living Multifamily Single-Family	Group Living Multifamily Single-Family
	<i>Public, Civic, Institutional, Educational</i>	<b>Cemeteries</b> Community Service uses <b>Education Uses</b> Government Uses (conditional) Major Utilities Minor Utilities Public Parks Religious Institutions Telecommunication Antenna (conditional) Telecommunication Towers (conditional)	Community Service uses Government Uses (conditional) Major Utilities Minor Utilities Public Parks Religious Institutions Telecommunication Antenna (conditional) Telecommunication Towers (conditional)	Community Service uses Government Uses (conditional) Major Utilities Minor Utilities Public Parks Religious Institutions Telecommunication Antenna (conditional) Telecommunication Towers (conditional)
	<i>Resort Accommodations</i>	<b>Bed and Breakfasts (conditional)</b>		
	<i>Commercial Recreation</i>			
	<i>Office</i>			
	<i>Commercial Services</i>	<b>Convenience Stores (conditional)</b> <b>Open Air Sales (conditional)</b> <b>Other Commercial Services (conditional)</b>	<b>Other Commercial Services (conditional)</b>	
	<i>Vehicle Sales and Services</i>			
	<i>Industrial</i>			
	<i>Other Uses</i>	Agriculture Uses <b>Boat Ramps, Docking Facilities and Marinas (conditional)</b>	Agriculture Uses <b>Boat Ramps, Docking Facilities and Marinas (conditional)</b>	Agriculture Uses
<b>Density per net Acre- Residential</b>	4 DU (6 DU if lot area is at least 3 acres; 8 du if lot area is at least 5 acres)	8 DU	12 DU	
<b>Density per net Acre- Bed and Breakfasts</b>	10 Rooms			
<b>Density per net Acre- Hotel</b>				
<b>Density per net Acre- Interval Occupancy</b>				
<b>Density per net Acre- Nonresidential</b>	6,000 GFA	6,000 GFA	6,000 GFA	
<b>Maximum Building Height</b>	35 FT	45 FT	45 FT	
<b>Maximum Impervious Cover</b>	35% for all development except Single-Family	35% for all development except Single-Family	35% for all development except Single-Family	



**Legend**

- Subject Property
- RM-12

0 0.25 0.5 1 Miles

1 inch = 1 miles

**Current RM-12 District**  
**Total Area: +/- 86 Ac**  
**Total # Parcels: 24**  
**Total Area Developed: +/- 78.5 Ac**  
**Total Area Undeveloped: +/- 7.5 Ac**

**Legends**  
**90 Dillon Road Condos**  
**+/- 10 Ac Heirs Property**

**Subject Property**  
**Cotton Hope**

**Tabby Walk**

**Sandalwood Terrace**  
**The Oaks**  
**Hilton Head Gardens**

**Delander Court**

**Attachment H**



## **MEMORANDUM**

**TO:** Town Council

**FROM:** John Troyer, CPA, Director of Finance

**VIA:** Stephen G. Riley, ICMA-CM, Town Manager

**DATE:** August 6, 2019

**RE:** **First Reading of Proposed Ordinance No. 2019-23**

---

### **Recommendation:**

Staff recommends Town Council approve the first reading of Proposed Ordinance No. 2019-23 which amends fiscal year 2020 budgets for amounts rolled forward from fiscal year 2019 for the General, Capital Project and Stormwater Funds.

### **Summary:**

This budget ordinance amends these funds by rolling forward budgeted funds from the prior year that were not encumbered by the end of the fiscal year. A roll-forward item is a budget for a program, technology or project that for various reasons was not started or completed at June 30, 2019.

### **Background:**

In the General Fund, Staff requests these funds to be rolled to fiscal year 2020 to complete various projects and plans. Any General Fund budget remaining unused as of June 30, 2019 which is not specified in this proposed ordinance will not roll forward to fiscal year 2020 and will revert to the fund balance.

In the Capital Project Fund, once budgets are appropriated, they continue to roll forward until the project is complete. This proposed ordinance includes two Capital Project Fund roll forwards, however, one is for the purchase of the former Modern Classic Motors site which was authorized in FY19 at the April 23, 2019 Town Council meeting but not appropriated until the new fiscal year to correspond with the land purchase transaction date of July 15, 2019. The Capital Project Fund also includes \$136,000 for an upcoming purchase at Spanish Wells from the Land Sale fund.

Stormwater Fund capital project budgets also continue to roll forward from the original appropriation until the project is complete. For Stormwater maintenance / repair projects, Staff must request for budget to roll forward for a project that was planned but not completed by June 30, 2019. Any remaining Stormwater Fund budget which is not specified in this proposed ordinance will lapse and revert to the fund balance.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-23**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2020; TO PROVIDE FOR THE BUDGETED APPROPRIATIONS OF PRIOR YEAR BUDGET ROLL-FORWARDS AND THE EXPENDITURES OF CERTAIN FUNDS; TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS; AND PROVIDING 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 4, 2019, 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 the budgeted appropriations of prior year budget **roll-forwards** and certain other commitments from the Fund Balance and other revenue sources.

**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 2020 fiscal year budget is amended to make the following changes as additions to the funds from prior years and to the projected revenue and expenditure accounts as detailed in Attachment A.

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.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-23**

**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:

\_\_\_\_\_  
Curtis Coltrane, Town Attorney

Introduced by Council Member:

\_\_\_\_\_

ATTACHMENT A

Budget Roll Forwards: General Fund

<u>Account Description</u>	<u>Amount</u>
<b>General Fund Revenues:</b>	
Funds from Prior Years	573,856
<b>Total General Fund Revenue Budget Roll Forward</b>	<b><u>573,856</u></b>
<b>General Fund Expenditures:</b>	
<b>Townwide Grants</b>	
Coastal Discovery Museum-MPP Executive Director	29,503
<b>Townwide Operating / Capital</b>	
Surveillance Cameras / WIFI Expansion	40,000
Computer Software	<u>30,066</u>
	70,066
<b>Human Resources</b>	
Consulting Services	17,825
<b>Administrative Services</b>	
Information Technology Operating/Capital	156,683
<b>Public Projects and Facilities</b>	
Facilities Management Operating	131,042
<b>Community Development</b>	
DRZ Operating	53,037
Comprehensive Planning Operating	<u>29,700</u>
	82,737
<b>Fire Rescue</b>	
Fire Rescue Administration Operating	45,000
Fire Rescue EMS Operating	<u>41,000</u>
	86,000
<b>Total General Fund Expenditure Budget Roll Forward</b>	<b><u>573,856</u></b>

Budget Roll Forwards: Capital Project Fund

<u>Account Description</u>	<u>Amount</u>
<b>Capital Project Fund Revenues:</b>	
Sale of Land from Prior Years	2,252,728
Hospitality Bond from Prior Years	<u>1,546,838</u>
<b>Total Capital Project Fund Revenue Budget Roll Forward</b>	<b><u>3,799,566</u></b>
<b>Capital Project Fund Expenditures:</b>	
Land Purchase - Former Modern Classic Motor site	3,663,566
Land Purchase - Spanish Wells site	136,000
<b>Total Capital Project Fund Expenditure Budget Roll Forward</b>	<b><u>3,799,566</u></b>

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-23**

**ATTACHMENT A, CONTINUED**

**Budget Roll Forwards: Stormwater Fund**

<u>Account Description</u>	<u>Amount</u>
<b>Stormwater Fund Revenues:</b>	
Stormwater Utility Fees from Prior Years	802,940
<b>Total Stormwater Fund Revenue Budget Roll Forward</b>	<b><u>802,940</u></b>
<b>Stormwater Fund Expenditures:</b>	
Inventory & Modeling Projects	470,000
Pump Station Projects	10,000
PUD Maintenance & Repairs	302,940
Non-PUD Maintenance & Repairs	20,000
<b>Total Stormwater Fund Expenditure Budget Roll Forward</b>	<b><u>802,940</u></b>

The effects of this budget amendment for fiscal year 2020 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
Original Balance	\$ 41,108,317	\$(41,444,951)	\$ 11,139,500	\$(11,139,500)	\$ 21,500,000	\$(21,500,000)	\$ 73,747,817	\$(74,084,451)
Amendment	573,856	(573,856)	3,799,566	(3,799,566)	-	-	4,373,422	(4,373,422)
Revised Balance	\$ 41,682,173	\$(42,018,807)	\$ 14,939,066	\$(14,939,066)	\$ 21,500,000	\$(21,500,000)	\$ 78,121,239	\$(78,457,873)

Enterprise Fund  
Stormwater Fund

	Expenditures & Transfers Out	Revenues & Transfers In
Original Balance	\$ 5,400,000	\$(5,400,000)
Amendment	802,940	(802,940)
Revised Balance	\$ 6,202,940	\$(6,202,940)



**COASTAL  
DISCOVERY  
MUSEUM**

Experience The  
Lowcountry Up Close

**MAILING ADDRESS:**  
PO Box 23497  
Hilton Head Island  
SC 29925-3497

**LOCATION:**  
70 Honey Horn Drive  
Hilton Head Island  
SC 29926

(843) 689-6767  
(843) 689-3035 fax  
coastaldiscovery.org

## BUDGET ROLL FORWARD REQUESTS

### General Fund - Townwide Grants

July 23, 2019

Ms. Erica Madhere

Town of Hilton Head Island  
One Town Center Circle  
Hilton Head Island, SC 29928

RE: Encumbering Mitchelville Executive Director grant 2018-2019

Dear Erica:

This past fiscal year there was money set aside in the Town budget to provide for a new Mitchelville Executive Director in the amount of \$100,000. We would like to encumber any unused funds for FY2020.

Thank you,

Jennifer Stupica  
Director of Finance and Administration  
Coastal Discovery Museum

Account 10000950-56035

Amount \$29,503

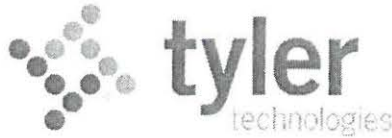


General Fund - Townwide Operating / Capital

**INFORMATION TECHNOLOGY 2019 ROLLOVER TO 2020**

<u>ACCOUNT#</u>	<u>TOTAL</u>	<u>Description</u>
10000940-55135	\$ 40,000.00	Wi-Fi expansion project postponed due to staff workload on other pending projects
	<hr/>	
Total	\$ 40,000.00	

General Fund - Townwide Operating - Computer Software



AMENDMENT

This amendment ("Amendment") is made this 15<sup>th</sup> day of May, 2019 by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Hilton Head Island, with offices at 1 Town Center Court, Hilton Head Island, South Carolina 29928 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 5, 2000, as amended ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Removing Licensed Software. The Tyler Software set forth below is hereby removed from the Agreement as of the execution of the Amendment. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software.
  - a. ExecuTime Advance Scheduling
  - b. ExecuTime Advance Scheduling Mobile Access
2. Issuing Refund. In recognition of the license, maintenance, and implementation fees paid in connection with the above-removed software, upon the execution of this Amendment, Tyler will issue to Client a refund check in the amount of \$30,066 (\$18,055 for license fees, \$8,400 for implementation services, and \$3,611 for maintenance).
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Hilton Head Island

By: \_\_\_\_\_

By: Steven Markin

Name: \_\_\_\_\_

Name: Steven Markin

Title: \_\_\_\_\_

Title: Deputy Director of Finance

Date: \_\_\_\_\_

Date: 5/15/2019

**Madhere Erica**

---

**From:** Troyer John  
**Sent:** Thursday, July 18, 2019 4:29 PM  
**To:** Madhere Erica  
**Subject:** FW: RFP 2019-0030

Erica –

Please see below. It is a request to roll funds for HR from FY19 to FY 20.

I didn't know if I had sent this to you before.

Thanks,

John

---

**From:** Gruber, Josh  
**Sent:** Thursday, July 18, 2019 4:16 PM  
**To:** Groth, Rich <richg@hiltonheadislandsc.gov>; Troyer John <johntr@hiltonheadislandsc.gov>  
**Subject:** FW: RFP 2019-0030

Rich and John, FYI as to the below.

Thanks,

-Josh-



Joshua A. Gruber  
Assistant Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928  
(843) 341-4634 office  
(843) 384-3434  
[joshg@hiltonheadislandsc.gov](mailto:joshg@hiltonheadislandsc.gov)

Human Resources  
Account 10511720-53350  
\$17,825.00

---

**From:** Stone Angie  
**Sent:** Thursday, July 18, 2019 4:15 PM  
**To:** Gruber, Josh <[joshg@hiltonheadislandsc.gov](mailto:joshg@hiltonheadislandsc.gov)>  
**Subject:** RE: RFP 2019-0030

The funds for the study were in my Consulting Services budget for FY19. The account number is 10511720 53350. We'll need to be sure that whatever will be used for this study gets rolled from FY19 into the FY20 budget so we have enough

for both this study and the comp study. It looks like I had close to 18k left in that budget at the end of FY19. I'm not sure what this engagement will cost but hope that will cover it.

---

**From:** Gruber, Josh  
**Sent:** Thursday, July 18, 2019 3:27 PM  
**To:** Stone Angie <[AngieS@hiltonheadislandsc.gov](mailto:AngieS@hiltonheadislandsc.gov)>  
**Subject:** Fwd: RFP 2019-0030

Do you happen to know which account we stashed this funding in?

Joshua A. Gruber  
Assistant Town Manager  
Hilton Head Island, South Carolina

Please excuse any errors as this message was created on a mobile device.

Begin forwarded message:

**From:** "Groth, Rich" <[richg@hiltonheadislandsc.gov](mailto:richg@hiltonheadislandsc.gov)>  
**Date:** July 18, 2019 at 2:54:37 PM EDT  
**To:** "Gruber, Josh" <[joshg@hiltonheadislandsc.gov](mailto:joshg@hiltonheadislandsc.gov)>  
**Subject:** **FW: RFP 2019-0030**

Josh,

What account should the IT Org Review Island Packet Ad costs be charged to?

Rich Groth  
Procurement Officer  
Town of Hilton Head Island  
70 Shelter Cove Lane, Unit H  
Hilton Head Island, SC 29928  
O: (843) 341-4711  
M: (843) 384-3231  
[richg@hiltonheadislandsc.gov](mailto:richg@hiltonheadislandsc.gov)  
[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

General Fund - Administrative Services

**INFORMATION TECHNOLOGY 2019 ROLLOVER TO 2020**

<u>ACCOUNT#</u>	<u>TOTAL</u>	<u>Description</u>
11061520-53700	\$ 86,083.00	County broadcast expansion and Citizen Relationship Management software project postponed due to pricing structure change of selected vendor that exceeded budget
11061520-54400	\$ 70,600.00	Disaster recovery software project that staff could not implement due to other pending projects
	<hr/>	
Total	\$ 156,683.00	

**Madhere Erica**

---

**From:** Derian Alice  
**Sent:** Thursday, June 20, 2019 8:59 AM  
**To:** Boring Heidi; Madhere Erica  
**Subject:** Budget Roll Over Question

Good morning,

The pathway repair contract that was signed on June 7<sup>th</sup> for \$131,041.12 will not be finalized before this fiscal year end. I am still waiting on Atlantic Asphalt to provide the required bond which will not be until Friday....hopefully. The contract is open with an expiration date of June 30, 2020 to allow for additional repair work. I am assuming that I need to request the roll over? Does this email suffice?

Thank you,  
Alice

Account 11537020 - 54940  
Amount \$131,042.00

**Madhere Erica**

---

**From:** Wilson Eileen  
**Sent:** Tuesday, July 23, 2019 2:13 PM  
**To:** Madhere Erica  
**Cc:** Colin Shawn; Ray Jennifer; Lewis Teri  
**Subject:** FY19 budget funds Roll Forward Requests

Good afternoon Erica

Below are the roll over/encumber requests from Community Development. If you need anything else, please let me know. Thank you

**Jennifer Ray/Comprehensive Planning - Total \$29,700**

**Consulting: \$27,100 11585520-53350**

I request to roll-over the balance of my consulting budget from FY19 to FY20. In FY19 we allocated funds for the Workforce Housing consultant. We have executed a small contract amendment so will be using at least a portion of the funds for that project. Additionally there is more workforce housing work which will continue on in FY20 and may require the use of a consultant, specifically a request pending from Beaufort County for cost-sharing for a consultant to develop a housing trust fund. Rolling over the balance will allow us to continue to forward this TC priority project.

**Travel: \$2,600 of Travel 11585520-53010** - some conferences that were scheduled, were cancelled by the vendor

**Teri Lewis / DRZ - Total \$53,037**

The bulk of the Consulting Services budget was used towards the consultant for the Gullah Geechee Task Force. There will be a need in FY20 to consult other experts related to implementing some of the recommendation from the previous consultant. The rollover of the funds would be used for that purpose.

**Consulting Services (11585020-53350) FY2019 available: \$24,829.69**

**Printing & Publishing (11585020-53410) FY2019 available: \$29,291.67--**

Note: The available balance is \$28,208

There are several sets of LMO amendments that were to be adopted by Town Council in FY2019 but were postponed for various reasons. These amendments include General 2019 set, dirt roads, grinding.

There are other amendments that are committed to the FY2020 funds (food trucks and open air sales, workforce housing and possibly amendments related to the Gullah Geechee Task Force consultant's report

**Eileen Wilson**

Senior Administrative Assistant

Town of Hilton Head Island

1 Town Center Court

Hilton Head Island, SC 29928

843-341-4691

[eileenw@hiltonheadislandsc.gov](mailto:eileenw@hiltonheadislandsc.gov)

[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)





**Madhere Erica**

---

**From:** Troyer John  
**Sent:** Tuesday, July 16, 2019 8:31 AM  
**To:** Tadlock Brad  
**Cc:** Madhere Erica  
**Subject:** RE: Funding For CRA/ SOC

Yes – that memo will give us the amounts to put into a rollforward budget ordinance.

We can talk about it when you get a chance.

Thanks,

John

---

**From:** Tadlock Brad  
**Sent:** Friday, July 12, 2019 2:22 PM  
**To:** Troyer John <johntr@hiltonheadislandsc.gov>  
**Subject:** Funding For CRA/ SOC

John,

I spoke with Steve and Josh about the \$45,000 in funding to support the development to our CRA /SOC in FY 20. Steve directed we roll forward leftover FY 19 Fire Rescue budget funds to cover the costs.

How do we proceed from here? I figure we need a memo from you and me that Steve signs that approves the roll forward. We'll be negotiating a contract with the vendor in mid-August.

Let's catch up next week and discuss.

Thanks,

***Brad Tadlock***

*Fire Chief*

*Hilton Head Island Fire Rescue*

*# 40 Summit Dr.*

*Hilton Head Island, SC 29926*

*Office- 843-682-5153*

*Cell- 843-247-3743*

*CFAI Accredited Agency*

*2002-2022*

**Madhere Erica**

---

**From:** Boring Heidi  
**Sent:** Thursday, June 20, 2019 3:59 PM  
**To:** Madhere Erica  
**Cc:** Sanders Tina; Bouthillet Tom  
**Subject:** FW: PO for Video Laryngoscopes

Budget Roll

Account 12021820-53416

Amount \$41,000.00

Thank you,  
Heidi Boring  
Finance Administrator  
Town of Hilton Head Island  
843-341-4644

---

**From:** Sanders Tina  
**Sent:** Thursday, June 20, 2019 3:42 PM  
**To:** Boring Heidi  
**Cc:** Bouthillet Tom  
**Subject:** RE: PO for Video Laryngoscopes

Yes, Tom said there is \$30,000 in one account that was budgeted for the video laryngoscopes and there is \$10,000 left over from the medical bags because we got such a great price and trade in value. If you need the specific accounts Tom would probably be able to tell you that.

*Tina Sanders, NRP*

**Captain - EMS**

Hilton Head Island Fire Rescue  
40 Summit Dr.  
Hilton Head Island, SC 29926  
[tinasc@hiltonheadislandsc.gov](mailto:tinasc@hiltonheadislandsc.gov)  
Office - 843-682-5158  
Cell – 843-422-3757



---

**From:** Boring Heidi  
**Sent:** Thursday, June 20, 2019 3:39 PM  
**To:** Sanders Tina  
**Subject:** RE: PO for Video Laryngoscopes

Tina,

So, is there money sitting in an account for these, and if so, which account?

Thank you,  
Heidi Boring  
Finance Administrator  
Town of Hilton Head Island  
843-341-4644

---

**From:** Sanders Tina  
**Sent:** Thursday, June 20, 2019 3:33 PM  
**To:** Boring Heidi  
**Subject:** RE: PO for Video Laryngoscopes

Heidi,

I do not know the exact amount. Tom said it will be around \$40,000 but we do not know until negotiated with vendor.

*Tina Sanders, NRP*

**Captain - EMS**

Hilton Head Island Fire Rescue  
40 Summit Dr.  
Hilton Head Island, SC 29926  
[tinasc@hiltonheadislandsc.gov](mailto:tinasc@hiltonheadislandsc.gov)  
Office - 843-682-5158  
Cell – 843-422-3757



---

**From:** Boring Heidi  
**Sent:** Thursday, June 20, 2019 2:19 PM  
**To:** Sanders Tina  
**Subject:** RE: PO for Video Laryngoscopes

Tina,

Do you know the dollar amount and which account the funds are in?

Thank you,  
Heidi Boring  
Finance Administrator  
Town of Hilton Head Island  
843-341-4644

---

**From:** Sanders Tina  
**Sent:** Thursday, June 20, 2019 2:14 PM  
**To:** Boring Heidi  
**Subject:** PO for Video Laryngoscopes

Heidi,

We need to hold or roll over the funds for the Video Laryngoscopes. We have just completed the evaluation process with Rich Groth but have not awarded the bid yet. This should be completed in the next couple of weeks but delivery would most likely be mid to end of July.

Please advise as to what I should do at this point.

*Tina Sanders, NRP*

**Captain - EMS**

Hilton Head Island Fire Rescue

40 Summit Dr.

Hilton Head Island, SC 29926

[tinassanders@hiltonheadislandsc.gov](mailto:tinassanders@hiltonheadislandsc.gov)

Office - 843-682-5158

Cell – 843-422-3757



Capital Project Fund  
Land Acquisition Authorization - Former Modern Classic Motors site - 355 Main Street  
Closing Date - July 15, 2019 - Agenda Item 14a

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

**Date: Tuesday, April 23, 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*; 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 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 of the Flag**

**4. Invocation – Reverend Brett Myers, First Baptist Church Hilton Head Island**

Reverend Brett Myers of First Baptist Church Hilton Head Island delivered the invocation.

**5. Proclamations/Commendations**

**a. Bike Month**

Mayor McCann presented the 2019 Bike Month proclamation to Frank Babel and the Hilton Head Island Bike Advisory Committee. Mr. Babel made some brief statements to the members of Council.

**6. Approval of the Minutes**

**a. Town Council Meeting, April 2, 2019**

Mr. Harkins moved to approve the minutes from April 2, 2019. Mr. Grant seconded, the motion was approved by a vote of 7-0.

**7. Report of the Town Manager**

**a. Beaufort County Economic Development Corporation – John O’Toole**

John O’Toole, Executive Director of the Beaufort County Economic Development Corporation, made a presentation to the members of Council giving an update of the recent happenings taking place within the Beaufort County EDC. He discussed new leads and the target market within the County. Mr. O’Toole also discussed the return of organizations to the County and many new organizations to the County. He closed his update with what the EDC is working on for the future.

**b. 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.

## **8. Reports From the Members of Council**

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

Mayor McCann, Mr. Harkins, and Mr. Lennox all gave their gratitude to all those involved with the Heritage golf tournament. They all felt this was one of the best and most attended tournaments they have seen to date.

Mr. Stanford reported that he met with Mr. Rembold at the Hilton Head Island Airport, where he was taken on a tour. He said they discussed takeoff and landing patterns of the planes which has been put in place to abate more of the noise.

### **b. Intergovernmental & Public Safety Committee – Bill Harkins**

Mr. Harkins stated he did not have a report.

### **c. Community Services Committee – Marc Grant**

Mr. Grant stated that the Committee met on April 22<sup>nd</sup> where they reviewed applications and interviewed applicants for boards and commissions. He said that the Committee planned to continue this process on April 29<sup>th</sup>, and hoped to bring forward recommendations to the next Town Council meeting on May 7, 2019.

### **d. Public Planning Committee – David Ames**

Mr. Ames stated that the Committee was to discuss the Town's code concerning the protection of the sea turtles at the April 25<sup>th</sup> meeting, however that meeting had been cancelled to allow for additional feedback from stakeholders. He indicated that the intent would be to review the ordinance at the next Committee meeting. Mr. Ames also reported that staff is working on scheduling a workshop to begin reviewing the results from the workforce housing consultant's report.

### **e. Public Facilities Committee – Marc Grant**

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

### **f. Finance & Administrative Committee – Tom Lennox**

Mr. Lennox stated that the Committee met earlier in the day, where they discussed two items related to the Chamber and DMO, where they recommended that action be taken at the May 7, 2019 Town Council meeting.

## **9. Appearance by Citizens**

**Skip Hoagland:** Mr. Hoagland appeared before Council to discuss matters related to Town business and the Chamber.

**Joanne Voulelis:** Ms. Voulelis appeared before Council to discuss matters related to the Town's current code related to debris on the beach and protection of the sea turtles.

**Linda Vambelli:** Ms. Vambelli appeared before Council to discuss matters related to the Town's current code related to the lighting and holes on the beaches.

**Risa Prince:** Ms. Prince appeared before Council to discuss matters related to the Town and decisions made by the members of Town Council.

**Chris Rush:** Mr. Rush appeared before Council to discuss matters related to the Town's current code related to holes on the beach and the types of tools used for digging said holes.

## **9. Appearance by Citizens (cont.)**

**Deborah Yuratto:** Ms. Yuratto appeared before Council to discuss matters related to the Town's branding and current code related to the protection of the sea turtles.

**Barry Ginn:** Mr. Ginn appeared before Council to discuss matters related to Town business.

## **10. Consent Agenda – NONE**

### **11. Unfinished Business**

#### **a. Second Reading of Proposed Ordinance 2019-12 – Execution of Lease & Sale of Real Property with ArborNature, LLC**

Second Reading of Proposed Ordinance 2019-12 of the Town of Hilton Head Island, South Carolina authorizing the execution of a lease with ArborNature, LLC of real property owned by the Town of Hilton Head Island, South Carolina, and for the sale of real property owned by the Town of Hilton Head Island, South Carolina, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2018), and § 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.

Mr. Harkins moved to approve. Mrs. Becker seconded. Mr. Stanford noted that he had not been part of Council or part of any discussions concerning this matter, as such he would be abstaining from the vote. Mrs. Becker stated that she wanted to note that she had not participated in all discussions, but would be participate in the vote. With no further discussion from the members of Council or the public at large, the motion passed by a vote of 5-1-1. Mayor McCann opposed, Mr. Stanford abstained.

#### **b. Second Reading of Proposed Ordinance 2019-11 – Standing Committee of Town Council**

Second 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.

Mr. Harkins moved to approve. Mrs. Becker seconded. With no discussion from Town Council or the public at large, the motion was approved by a vote of 7-0.

### **12. New Business**

#### **a. Consideration of a Recommendation – Approval of Marketing Plan**

Consideration of a Recommendation from the Accommodations Tax Advisory Committee for the Chamber of Commerce Visitor and Convention Bureau's proposed 2019-20 Marketing Plan.

Mr. Harkins moved to approve. Mr. Grant seconded. With some discussion from both the members of Council and the public at large, the motion was approved by a vote of 7-0.

#### **b. Consideration of a Recommendation – Trash & Recycle Enclosures on the Beach**

Consideration of a Recommendation from the Public Facilities Committee to the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the placement of two can corral structures at Town Beach Park access points in order to enclose existing trash and recycling containers.

Mr. Harkins moved to approve. Mrs. Becker seconded. With some discussion from both the members of Council and the public at large, the motion was approved by a vote of 7-0.

### **13. Executive Session**

Mr. Riley stated that an Executive Session was needed to review the following matters; (a) Land Acquisition, discussion of negotiations incident to the proposed contractual arrangements, sale or purchase of property in the (i) Beach City Road area, and (ii) Main Street area.

At 5:05 p.m. Mr. Harkins moved to go into Executive Session for the items mentioned by the Town Manager. Mrs. Becker seconded. The motion was approved by a vote of 7-0.

Town Council returned from Executive Session at 5:30 p.m.

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

- a. Possible actions by Town Council related to Land Acquisition, discussion of negotiations incident of the proposed sale, lease, or purchase of property in the Main Street area.

Due to a possible conflict, Mr. Harkins recused himself from participating in discussions and actions related to this item.

Mr. Grant moved that the Town Council authorize the Mayor and Town Manager to execute and deliver the agreement by and between the Town of Hilton Head Island and Marilyn Faulkner, Personal Representative of the Estate of Gordon K. Faulkner, and to take such other and further actions as may be necessary to complete the transaction described in the agreement. Mr. Stanford seconded. With limited discussion from the public at large, the motion was approved by a vote of 6-0.

#### **15. Adjournment**

At 5:34 Mrs. Becker moved to adjourn. Mr. Grant seconded. The motion to adjourn was approved by a vote of 6-0.

Approved: May 7, 2019

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Krista Wiedmeyer, Town Clerk

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John J. McCann, Mayor



Stormwater Fund

**STORMWATER PROJECTS - FY19-20 BUDGET ROLL FORWARD REQUESTS**

**INVENTORY & MODELING:**

INVENTORY & MODELING PROJECTS \$ 470,000.00

**PUMP STATIONS:**

SEA PINES PUMP STATION \$ 10,000.00

**PUD MAINTENANCE / REPAIR:**

HILTON HEAD PLANTATION \$ 67,000.00

INDIGO RUN PLANTATION \$ 23,940.00

LEAMINGTON PLANTATION \$ 3,000.00

PALMETTO DUNES PLANTATION \$ 37,000.00

PORT ROYAL PLANTATION \$ 4,000.00

SHIPYARD PLANTATION \$ 32,000.00

SEA PINES PLANTATION \$ 121,000.00

WEXFORD PLANTATION \$ 15,000.00

**NON PUD MAINTENANCE / REPAIR:**

NON-PUD PROJECTS \$ 20,000.00

**TOTAL** \$ 802,940.00



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## TOWN OF HILTON HEAD ISLAND

### *Community Development Department*

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**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**FROM:** Teri B. Lewis, AICP, *Deputy Director of Community Development*  
**DATE:** August 8, 2019  
**SUBJECT:** Proposed LMO Amendments – Recreational Vehicles  
Proposed Ordinance 2019-24

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**Recommendation:** The Public Planning Committee considered the proposed Land Management Ordinance (LMO) amendments related to Recreational Vehicles at their meeting on June 27, 2019 and voted 4-0 to recommend that Town Council recommend approval of the amendments.

The Planning Commission held a public hearing on June 5, 2019 to review the LMO amendments related to Recreational Vehicles. At this meeting, the Commission voted 6-0 to forward the amendments to the Public Planning Committee with a recommendation of approval with the following changes:

- remove the RD (Resort Development) zoning district from the zoning districts where this use can occur; and
- add language to condition i stating that a new single family residence must be replacing an existing single family residence; and
- add an additional 90 day extension in condition iii.

Staff recommends that Town Council recommend approval of the proposed LMO amendments to Town Council.

**Summary:** Staff drafted amendments to LMO Chapters 3, 4 and 10 to create relief for property owners wishing to temporarily occupy recreational vehicles while building or renovating single-family homes. The amendments provide a limited amount of time for residents to occupy a recreational vehicle while their home is under construction. Staff drafted these amendments as a result of discussions with individuals who seek to build a home on a property to replace a substandard residence while allowing the resident to remain on the site.

**Background:** On November 7, 2018, Town Council provided positive policy direction related to the temporary use of recreational vehicles on properties with active residential building permits.

On December 5, 2018, staff presented a draft of the amendments to the Planning Commission. The Planning Commission referred the amendments to the LMO Committee for revisions.

On December 11, 2018, staff presented a revised draft of the amendments to the LMO Committee. The LMO Committee asked staff to revise the amendments based on comments from the meeting and to send the revised draft language to the LMO Committee to review prior to holding a public hearing on the amendments.

On February 20, 2019, staff presented a revised draft of the amendments to the Planning Commission. After discussion between the Planning Commission, staff, and the public, the Planning Commission asked staff to revise the amendments based on comments from the meeting and to bring the revised amendments back to the next Planning Commission meeting.

On March 6, 2019, staff presented a revised draft of the amendments to the Planning Commission. After discussion between the Planning Commission, staff, and the public, the Planning Commission asked staff to revise the amendments based on comments from the meeting and to bring the revised amendments back to a future Planning Commission meeting.

### **Attachments**

Proposed LMO Amendments – Recreational Vehicles  
Ordinance

## Proposed LMO Amendments related to Recreational Vehicles

### Chapter 16-3: Zoning Districts

#### 16-3-104. Residential Base Zoning Districts

##### E. Low to Moderate Density Residential (RM-4) District

RM-4, Low to Moderate Density Residential District			
1. No Change			
2. Allowable Principal Uses			
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces
Residential Uses			
<i>Group Living</i>	P		1 per 3 rooms
<i>Multifamily</i>	P		1 bedroom 1.4 per du
			2 bedroom 1.7 per du
			3 or more bedrooms 2 per du
<u><i>Recreational Vehicle</i></u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per <i>Recreational Vehicle</i></u>
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA

##### F. Moderate Density Residential (RM-8) District

RM-8, Moderate Density Residential District			
1. No Change			
2. Allowable Principal Uses			
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces
Residential Uses			
<i>Group Living</i>	P		1 per 3 rooms
<i>Multifamily</i>	P		1 bedroom 1.4 per du
			2 bedroom 1.7 per du
			3 or more bedrooms 2 per du
<u><i>Recreational Vehicle</i></u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per <i>Recreational Vehicle</i></u>
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA

##### G. Moderate to High Density Residential (RM-12) District

RM-12, Moderate to High Density Residential District			
1. No Change			
2. Allowable Principal Uses			
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces
Residential Uses			
<i>Group Living</i>	P		1 per 3 rooms
<i>Multifamily</i>	P		1 bedroom 1.4 per du
			2 bedroom 1.7 per du
			3 or more bedrooms 2 per du
<u><i>Recreational Vehicle</i></u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per <i>Recreational Vehicle</i></u>
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA

Exhibit A

16-3-105. Mixed-Use and Business Districts

D. Light Commercial (LC) District

LC, Light Commercial District				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
Residential Uses				
<i>Group Living</i>	P		1 per 3 rooms	
<i>Mixed-Use</i>	PC	16-4-102.B.1.a	Residential	1.5 per du
			Nonresidential	1 per 500 GFA
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<i>Recreational Vehicle</i>	PC	<u>16-4-102.B.1.c</u>	<u>1 per <i>Recreational Vehicle</i></u>	
<i>Recreational Vehicle (RV) Park</i>	PC	<u>16-4-102.B.1.e</u>	1 per 300 GFA of office and clubhouse	
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	

G. Marshfront (MF) District

MF, Marshfront District				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
Residential Uses				
<i>Mixed-Use</i>	PC	16-4-102.B.1.a	Residential	1.5 per du
			Nonresidential	1 per 500 GFA
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<i>Recreational Vehicle</i>	PC	<u>16-4-102.B.1.c</u>	<u>1 per <i>Recreational Vehicle</i></u>	
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	

I. Mitchelville (MV) District

MV, Mitchelville District				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
Residential Uses				
<i>Mixed-Use</i>	PC	16-4-102.B.1.a	Residential	1.5 per du
			Nonresidential	1 per 500 GFA
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du

Exhibit A

<u>Recreational Vehicle</u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per Recreational Vehicle</u>
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA

**J. Neighborhood Commercial (NC) District**

<b>NC, Neighborhood Commercial District</b>				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
<b>Residential Uses</b>				
<i>Mixed-Use</i>	PC	16-4-102.B.1.a	Residential	1.5 per du
			Nonresidential	1 per 500 GFA
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<u>Recreational Vehicle</u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per Recreational Vehicle</u>	
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	

**N. Stoney (S) District**

<b>S, Stoney District</b>				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
<b>Residential Uses</b>				
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<u>Recreational Vehicle</u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per Recreational Vehicle</u>	
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	

**O. Waterfront Mixed-Use (WMU) District**

<b>WMU, Waterfront Mixed-Use District</b>				
1. No Change				
2. Allowable Principal Uses				
		Use Specific Conditions	Minimum Number of Off Street Parking Spaces	
<b>Residential Uses</b>				
<i>Mixed-Use</i>	PC	16-4-102.B.1.a	Residential	1.5 per du
			Nonresidential	1 per 500 GFA
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<u>Recreational Vehicle</u>	<u>PC</u>	<u>16-4-102.B.1.c</u>	<u>1 per Recreational Vehicle</u>	
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	

## Chapter 16-4: Use Standards

### 16-4-102. Principal Uses

**A. Principal Use Table**

1. – 5. No Changes

**6. Principal Use Table**

TABLE 16 4 102.A.6: PRINCIPAL USE TABLE																				
P Permitted by Right										PC Permitted Subject to Use Specific Conditions										
SE Allowed as a Special Exception										Blank Cell = Prohibited										
Use Type	Special Districts	Residential Districts						Mixed Use and Business Districts										Use Specific Conditions		
		COR	RSF3	RSF5	RSF6	RM4	RM8	RM12	CR	SPC	CC	MS	WMU	S	MF	MV	NC		LC	RD
RESIDENTIAL USES																				
<i>Group Living</i>						P	P	P						P					P	P
<i>Mixed-Use</i>									PC	PC			PC	PC		PC	PC	PC	PC	16-4-102.B.1.a
<i>Multifamily</i>						P	P	P	PC	P			P	P	P	P	P	P	P	16-4-102.B.1.b
<u><i>Recreational Vehicle</i></u>						<u>PC</u>	<u>PC</u>	<u>PC</u>					<u>PC</u>	<u>PC</u>	<u>PC</u>					
<i>Recreation Vehicle (RV) Parks</i>																		P	€	16-4-102.B.1.c
<i>Single-Family</i>			P	P	P	P	P	P					P	P	P	P	P	P		

**B. Use-Specific Conditions for Principal Uses**

**1. Residential Uses**

a. – b. No Changes

e. Recreation Vehicle (RV) Parks

## Exhibit A

Use of a recreational vehicle for residential or accommodation purposes is prohibited except in a Recreational Vehicle (RV) Park.

### c. Recreational Vehicles

Use of a recreational vehicle for residential purposes is only permitted with the following conditions:

i. The lot on which the recreational vehicle will be located and occupied must have an active residential building permit for either a new single family residence that is replacing an existing single family residence or the renovation of at least 50% of an existing single family residence on the lot; and

ii. If the existing residence is being renovated, it cannot be safely occupied; and

iii. The recreational vehicle may be occupied for up to 180 consecutive days or for the life of the building permit, whichever comes first. The Administrator may approve up to two extensions of up to 90 consecutive days each if the new or renovated residence is not yet habitable; and

iv. The recreational vehicle must be occupied by the owner of the lot on which the recreational vehicle is located; and

v. Only one recreational vehicle may be located and occupied on the lot at a time; and

vi. The owner of the lot on which the recreational vehicle will be located must demonstrate how electricity, water and sewer service for the recreational vehicle will be provided; and

vii. The recreational vehicle must not be located within any required setbacks or buffers; and

viii. The request to use a recreational vehicle on a lot must be submitted by a 501(c)(3) organization.

## **Chapter 16-10: Definitions, Interpretation and Measurement**

### **16-10-103. Use Classifications, Use Types, and Definitions**

#### **A. Residential**

1. No Change
2. Use Types and Definitions

#### **Recreational Vehicle**



## Exhibit A

Any of the following vehicles designed for travel, recreation, and vacation uses: motorhome or van (a portable, temporary dwelling constructed as an integral part of a self-propelled vehicle); pickup camper (a structure designed to be mounted on a truck chassis); recreational trailer (a portable structure built on a single chassis, 400 square feet or less when measured at the largest exterior horizontal projections); park trailer (a semi-portable structure built on a single chassis, which does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to USDHUD standards); or tent trailer (a canvas or synthetic fiber folding structure mounted on a hard body base and towed by a vehicle).

### 16-10-105. General Definitions

#### **Recreational Vehicle**

Any of the following vehicles designed for travel, recreation, and vacation uses: motorhome or van (a portable, temporary dwelling constructed as an integral part of a self-propelled vehicle); pickup camper (a structure designed to be mounted on a truck chassis); recreational trailer (a portable structure built on a single chassis, 400 square feet or less when measured at the largest exterior horizontal projections); park trailer (a semi-portable structure built on a single chassis, which does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to USDHUD standards); or tent trailer (a canvas or synthetic fiber folding structure mounted on a hard body base and towed by a vehicle). Use of a recreational vehicle for residential or accommodation purposes is prohibited except in a Recreational Vehicle (RV) Park.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2019-#**

**PROPOSED ORDINANCE NO. 2019-24**

**AN ORDINANCE TO AMEND TITLE 16 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THE LAND MANAGEMENT ORDINANCE (LMO) , CHAPTERS 3, 4 AND 10 TO REVISE VARIOUS SECTIONS. THESE AMENDMENTS, COMMONLY REFERRED TO AS *RV AMENDMENTS* AS NOTICED IN THE ISLAND PACKET ON MAY 5, 2019, INCLUDE CHANGES THAT PROVIDE FOR GENERAL AMENDMENTS TO A VARIETY OF SECTIONS IN THE LMO RELATED TO THE USE OF RECREATIONAL VEHICLES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

**WHEREAS**, from time to time it is necessary to amend the LMO; and

**WHEREAS**, at their meeting on November 7, 2018, Town Council provided positive policy direction related to the temporary use of recreational vehicles on properties with active residential building permits; and

**WHEREAS**, staff presented a draft of proposed LMO amendments related to Recreational Vehicles to the Planning Commission on December 5, 2018 and the Planning Commission referred the amendments to the LMO Committee for revisions; and

**WHEREAS**, the LMO Committee held a public meeting on December 11, 2018 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed amendments; and

**WHEREAS**, the LMO Committee recommended that the proposed amendments be forwarded to the Planning Commission with a recommendation of approval with the changes as discussed by staff, the public and the Committee; and

**WHEREAS**, the Planning Commission held a public hearing on February 20, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed LMO amendments; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation and public comments asked staff to further revise the amendments and bring them back for review; and

**WHEREAS**, the Planning Commission held a public hearing on March 6, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed LMO amendments; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation and public comments asked staff to further revise the amendments and bring them back for review; and

**WHEREAS**, the Planning Commission held a public hearing on June 5, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed LMO amendments; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation and public comments voted 6-0 to forward the proposed amendments to the Public Planning Committee with a recommendation of approval with some limited changes; and

**WHEREAS**, the Public Planning Committee held a public meeting on June 27, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed LMO amendments; and

**WHEREAS**, the Public Planning Committee, after consideration of the staff presentation and public comments, voted 4-0 to recommend approval of the proposed LMO amendments as drafted; and

**WHEREAS**, after due consideration of said LMO amendments and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest to approve the proposed amendments.

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

**Section 1. Amendment.** That the *RV Amendments* are adopted as indicated on the attached pages (Exhibit A). Newly added language is illustrated with double underline and deleted language is illustrated with ~~strikethrough~~.

**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 adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

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

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

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

ATTEST:

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

Public Hearing: June 5, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

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

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

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

ORDINANCE NO. \_\_\_\_\_

PROPOSED ORDINANCE NO. 2019-25

**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 2-5-50 AGENDA AND ORDER OF BUSINESS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinances 1983-5, 1994-05, 2002-01, 2008-03, 2015-21, 2016-03, 2017-01, and 2019-01 to address the setting of agendas and the order of business for Town Council meetings for the efficient operation of the Town Council; and

**WHEREAS**, the Town Council now desires to amend Section 2-5-50 to provide for an efficient operation of the Town Council meetings that will benefit both the Town and its citizens; and

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

**NOTE: Underlined and bold-faced typed portions indicated additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.**

**Section 1. Sec. 2-5-50. – Agenda and order of business.**

- (a) Matters to be considered at a regular meeting or called special meeting, except a called emergency special meeting, of council shall be placed on a written agenda and conform to the order of business of council.
- (b) The municipal clerk shall post the agenda on the Town website and on a bulletin board in a publicly accessible place at Town Hall or at the meeting place of the Town Council as early as is practicable but not later than 24 hours before the meeting.
- (c) Once an agenda for a regular, called, special, or rescheduled meeting is posted pursuant to this section, no items may be added to the agenda without an additional twenty-four hours' notice to the public, which must be made in the same manner as the original posting. After the meeting begins, an item upon which action can be taken may only be added to the agenda by a two-thirds vote of the members present and voting; however, if the item is one upon which final action can be taken at the meeting or if the item is one in which there has not been and will not be an opportunity for public comment with prior public notice given in accordance with this section, it only may be added to the agenda by a two-thirds vote of the members present and voting and upon a finding by the body that an emergency or an exigent circumstance exists if the item is not added to the agenda.

(d) The mayor may, but shall not be required to call the order of business of as follows:

- (1) Call to order by presiding officer.
- (2) Pledge of allegiance.
- (3) Invocation.
- (4) Reading of minutes of previous meeting, their consideration and approval.
- (5) Reports from municipal officers.
- (6) Reports from council.
- (7) Reports from committees
- (8) **Consent agenda.** ~~Appearances by citizens.~~
- (9) **Proclamations.** ~~Consent agenda.~~
- (10) **Unfinished business.** ~~Proclamations.~~
- (11) **New business.** ~~Unfinished business.~~
- (12) **Appearances by citizens.** ~~New business.~~
- (13) Executive session.
- (14) Possible actions by town council concerning matters discussed in executive session.
- (15) Adjournment

(e) If it is desired to transact business out of its order, it shall be necessary to suspend the rules by a vote of a majority of members present.

(f) The pledge of allegiance and the meeting shall begin at 4:00 p.m. and end no later than 8:00 p.m. The Mayor shall have the discretion to extend the meeting if circumstances warrant. Council may enter Executive Session at any time during the public portion of the meeting if a majority of council determines it is necessary, pursuant to section (c) above.

**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 \_\_\_\_\_, 2019.**

By: \_\_\_\_\_  
**John J. McCann, Mayor**

**ATTEST**

By: \_\_\_\_\_  
**Krista M. Wiedmeyer, Town Clerk**

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

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

**APPROVED AS TO FORM:**

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

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



## TOWN OF HILTON HEAD ISLAND

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### *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**VIA:** Teri B. Lewis, AICP, *Deputy Director of Community Development*  
**VIA:** Nicole Dixon, CFM, *Development Review Administrator*  
**FROM:** Missy Luick, *Senior Planner*  
**CC:** Jennifer Ray, *Deputy Director of Community Development*  
**DATE:** August 8, 2019  
**SUBJECT:** ZA-001460-2019 –Tidal Bluff Rezoning

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**Recommendation:** The Planning Commission held a public hearing on August 7, 2019 to review the Zoning Map Amendment application for the Tidal Bluff properties. At this meeting, the Commission voted 5-2 to forward the application to Town Council with a recommendation of denial based on the Findings of Fact and Conclusions of Law in the staff report.

Staff recommends that Town Council deny the application.

**Summary:** Michael G. Thomas, on behalf of the Cordillo TB, LLC, is requesting to amend the Official Zoning Map by changing the zoning designation of a developed 4.96-acre parcel located at 2 Tidal Bluff Road. The property is known as the Tidal Bluff development and contains 15 duplexes with associated parking and an access road. The property consists of 31 parcels (30 residential lots and the Tidal Bluff Road right-of-way and open space parcel). The request is to rezone all of the Tidal Bluff parcels from RM-4 (Low to Moderate Density Residential) to RM-12 (Moderate to High Density Residential). The effect of this rezoning will be to increase the available density from 6 units per net acre to 12 units per net acre.

**Background:** The subject property is located at the intersection of Dillon Road and Tidal Bluff Road. Currently, the property is zoned RM-4. The RM-4 District allows for bonus density for parcels over 3 acres in size of 6 dwelling units per net acre. Thus, the effective density for the subject property is 6 dwelling units per net acre.

The Tidal Bluff development currently consists of 15 buildings with 2 units per building, totaling 30 residential units. This development was originally approved under the name Dillon Road Duplex and consisted of two phases. The first phase was for 12 units and was approved in December 1997. The second phase was approved in June 1998 for an additional 18 units. At the time of the approvals, the property was zoned M-2 (Community Mixed Use). The M-2 zoning district permitted up to 4 dwelling units per net acre, but if a property was within 500 feet of the OCRM critical line, 8 dwelling units per net acre were allowed. This property is located within 500 feet of the OCRM critical line and allowed a maximum of 39 units; therefore the 30 existing units were conforming at the time of approval and conformed to the permitted density.



In 1999, with the Ward 1 Master Plan rezoning, the zoning district was changed from M-2 to RM-4. When this rezoning took place, the provision for allowing a greater density if located within 500 feet of the OCRM critical line was removed from the density regulations, which caused the Tidal Bluff development to become legally non-conforming.

Please contact me at (843) 341-4693 or at [missyl@hiltonheadislandsc.gov](mailto:missyl@hiltonheadislandsc.gov) if you have any questions.

**A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND**

2019-\_\_

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND DENYING THE APPLICATION FOR ZONING MAP AMENDMENT ZA-001460-2019 WHICH REQUESTS AN AMENDMENT TO CHAPTER 1 OF TITLE 16, "THE LAND MANAGEMENT ORDINANCE" (LMO), OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP WITH RESPECT TO THOSE CERTAIN PARCELS IDENTIFIED AS BEAUFORT COUNTY TAX DISTRICT 510, MAP 5 PARCELS 17, 376, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405 AND 406 ON BEAUFORT COUNTY TAX MAP 5 TO REZONE THE PARCELS FROM THE RM-4 (LOW TO MODERATE DENSITY RESIDENTIAL) ZONING DISTRICT TO THE RM-12 (MODERATE TO HIGH DENSITY RESIDENTIAL) ZONING DISTRICT.**

**WHEREAS**, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

**WHEREAS**, this zoning change would not be compatible with surrounding land uses and neighborhood character, would not be appropriate for the land, and would not meet the need for workforce housing as there is no Town mechanism in place that ensures that the rezoning would result in a workforce housing development; and

**WHEREAS**, the Planning Commission held a public hearing on August 7, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation, public comments and the criteria set forth in LMO Section 16-2-103, voted 5-2 to recommend that Town Council deny the proposed zoning map amendment application.

**WHEREAS**, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, now finds that the requested zoning map amendment does not meet the criteria as set forth in Section 16-2-103 of the LMO.

**NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT THE TOWN COUNCIL HEREBY DENIES APPLICATION FOR REZONING ZA-001460-2019.**

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

THE TOWN OF HILTON HEAD

ISLAND, SOUTH CAROLINA

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John J. McCann, Mayor

ATTEST:

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Krista Wiedmeyer, Town Clerk

Public Hearing: August 7, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

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Curtis Coltrane, Town Attorney

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



**TOWN OF HILTON HEAD ISLAND  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

One Town Center Court	Hilton Head Island, SC 29928	843-341-4757	FAX 843-842-8908
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**STAFF REPORT  
ZONING MAP AMENDMENT**

Case #	Name of Project or Development	Public Hearing Date
ZA-001460-2019	Tidal Bluff	August 7, 2019

Parcel Data & Location	Applicant & Agent
<p><u>Parcel ID:</u> Parcels 17, 376, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405 and 406 on Beaufort County Tax Map 5</p> <p><u>Size:</u> 4.96 Acres</p> <p><u>Address:</u> 2 Tidal Bluff Road</p>	<p>Michael G. Thomas Cordillo TB, LLC 74 Sparwheel Lane Hilton Head Island, SC 29926</p>
Existing Zoning Districts	Proposed Zoning Districts
<p>COR – Corridor Overlay District</p> <p>A-O – Airport Overlay District</p> <p>RM-4 – Low to Moderate Density Residential</p> <p>Density – 6 units per net acre, since the lot is larger than 3 acres (RM-4 allows 4 units per net acre for lots up to 3 acres, 6 units per net acre for lots that are 3 to 5 acres, and 8 units per net acre for lots 5 acres or larger)</p> <p>Maximum height - 35 feet</p>	<p>COR – Corridor Overlay District</p> <p>A-O – Airport Overlay District</p> <p>RM-12 – Moderate to High Density Residential</p> <p>Density – 12 units per net acre, regardless of lot size</p> <p>Maximum height - 45 feet</p>

Application Summary
<p>Michael G. Thomas, on behalf of the Cordillo TB, LLC, is requesting to amend the Official Zoning Map by changing the zoning designation of a developed 4.96-acre parcel located at 2 Tidal Bluff Road. The property is known as the Tidal Bluff development and contains 15 duplexes with associated parking and an access road. The property consists of 31 parcels (30 residential lots and the Tidal Bluff Road right-of-way and open space parcel). The request is to rezone all of the Tidal Bluff parcels from RM-4 (Low to Moderate Density Residential) to RM-12 (Moderate to High Density Residential). The effect of this rezoning will be to increase the available density from 6 units per net</p>

acre to 12 units per net acre.

### Staff Recommendation

Staff recommends the Planning Commission find this application **to be inconsistent with the Town's Comprehensive Plan and does not serve to carry out the purposes of the LMO**, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein. Even though the application meets several of the criteria, the criteria not met is significant enough for a recommendation of denial for this particular application.

Staff recommends that the Planning Commission recommend *denial* of this application to Town Council.

### Background

The subject property is 4.96 acres and located at the intersection of Dillon Road and Tidal Bluff Road. Currently, the property is zoned RM-4. The RM-4 District allows for bonus density for parcels over 3 acres in size of 6 dwelling units per net acre. Thus, the effective density for the subject property is 6 dwelling units per net acre if the parcel wasn't subdivided.

The subject property is located within the Mitchelville Historic Native Island Neighborhood. The property is bounded to the southeast by the Cotton Hope Plantation (48 dwelling units), to the northwest by seven single-family parcels, to the south by Dillon Road and to the north by Port Royal Sound. The property contains specimen trees and significant stands of trees. The property is approximately 1075' by 202' which is long and narrow. The property is also on the marsh.

Cordillo TB LLC is listed as property owner of record for all of the Tidal Bluff parcels and purchased the property in 2017.

The Tidal Bluff development currently consists of 15 buildings with 2 units per building, totaling 30 residential units. This development was originally approved under the name Dillon Road Duplex and consisted of two phases. The first phase was for 12 units and was approved in December 1997. The second phase was approved in June 1998 for an additional 18 units. At the time of the approvals, the property was zoned M-2 (Community Mixed Use). The M-2 zoning district permitted up to 4 dwelling units per net acre, but if a property was within 500 feet of the critical line, 8 dwelling units per net acre were allowed. This property is located within 500 feet of the critical line and allowed a maximum of 39 units; therefore the 30 existing units were conforming at the time of approval and conformed to the permitted density.

In 1999, with the Ward 1 Master Plan rezoning, the zoning district was changed from M-2 to RM-4. When this rezoning took place, the provision for allowing a greater density if located within 500 feet of the critical line was removed from the density regulations, which caused the Tidal Bluff development to become legally non-conforming.

In 2013, a variance was requested for the Tidal Bluff development (VAR130003) from the Board of Zoning Appeals to modify the use designation from multi-family residential to a single family attached major subdivision. The application submittal in 2013 stated that the reason for the request was because "lenders in the current real estate market prefer to lend to owners whose security is single family residence(s) as opposed to condominium units." The existing legal non-conforming use did not expand or make any changes to the nonconformity, so the use was allowed to continue. The variance was approved on March 25, 2013.

Later in 2013, a subdivision application (SUB130007) was submitted for 30 single-family lots, which was approved on July 1, 2013.

The subject property is zoned RM-4. The RM-4 District allows the following Residential Uses: Group

Living, Multifamily, and Single Family residential uses at a density of four units per net acre for parcels under three acres in size; six units per net acre for parcels between three and five acres in size; and eight units per net acre for parcels that are five acres or larger. Other uses permitted include Public, Civic, Institutional, and Educational uses; Bed and Breakfasts with conditions; conditional Commercial Services; and Other Uses. In the RM-4 District the maximum building height is 35 feet and maximum impervious lot coverage for all development except single family is 35 percent.

The RM-12 District allows Residential Uses; Public, Civic, Institutional, and Educational Uses and some Other Uses. The RM-12 District's maximum residential density is 12 units per net acre regardless of parcel size. In the RM-12 District, the maximum building height is 45 feet and maximum impervious lot coverage for all development except single-family is 35 percent. The subject property is 4.96 acres and if rezoned to RM-12, could have a density of 59 dwelling units.

See Attachment C for the RM-4 District and RM-12 District use tables and specific permitted uses. See Attachment D for a table comparing the RM-4 and RM-12 zoning districts. The adjacent use setbacks and buffers will remain the same between Tidal Bluff, Cotton Hope Plantation and the adjacent single family lots regardless of whether the parcel is zoned RM-4 or RM-12.

Currently and proposed, access to the subject property is from Dillon Road. Electric, sewer, water, cable and refuse collection services are currently available.

Staff has not received any correspondence from the public regarding this Zoning Map Amendment application.

#### **Applicant's Grounds for ZMA**

The applicant has stated interest in rezoning the property in their narrative, Attachment F. The applicant believes a density of 12 units per net acre is more viable for the property and any future development, especially for workforce housing.

If rezoned, the property owner is planning to redevelop the site to include a mix of multifamily housing and possibly group housing to provide a tenant occupancy model and public leases providing workforce housing. Increasing the density through rezoning to the RM-12 District will be equal to the density allowed adjacent to the site to the southeast (Cotton Hope Plantation), but will not be equal in the density allowed adjacent to the northwest (single family homes).

#### **Summary of Facts and Conclusions of Law**

##### **Findings of Fact:**

1. The application was submitted on July 8, 2019 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing of the application for the August 7, 2019 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the August 7, 2019 public hearing was published in the Island Packet on July 21, 2019.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties

- within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the public hearing by first-class mail to the owners of record of properties within 350 feet of the subject land on July 19, 2019.
  8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
  9. The LMO Official posted on July 23, 2019 conspicuous notice of the August 7, 2019 public hearing on the lands subject to the application.

**Conclusions of Law:**

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing of the application for the August 7, 2019 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 18 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 20 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

*As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.*

**Summary of Facts and Conclusions of Law**

*Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):*

**Findings of Fact:**

The Comprehensive Plan addresses this application in the following areas:

**Housing Element**

**Goal 5.2 – Housing Opportunities**

- B. To look at housing opportunities as a mechanism to maintain its essential workforce.

**Land Use Element**

**Goal 8.1 – Existing Land Use**

- A. To have an appropriate mix of land uses to meet the needs of existing and future populations.
- B. To maintain the character of the Island while ensuring adequate infrastructure is in place and balancing land conservation to meet future needs.

**Goal 8.4 – Existing Zoning Allocation**

- A. An appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town’s high quality of life and should be considered when amending the Town’s Official Zoning Map.

**Goal 8.10 – Zoning Changes**

- A. To provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island.

**Implementation Strategy 8.10 – Zoning Changes**

B. Consider focusing higher intensity land uses in areas with available sewer connections.

**Additional Findings of Fact:**

- The applicant's narrative states the duplexes on the property are occupied by staff for island businesses.
- The applicant's narrative states rezoning the property will allow the owners the requisite density to redevelop the site to include a mix of multifamily and possibly group housing to create a blend between corporate tenants and leases to the public.
- The subject property is not located near major tourist destinations.
- Several properties in the area are proposed to be developed or are currently being developed for mid-market or workforce housing: Beach City Place; Beach City Commons; 140 Fish Haul Road; and Ocean Breeze Cottages.
- The proposed rezoning would more than double the maximum number of dwelling units allowed on the subject parcel, from 29 to 59.
- The subject property currently has sewer service.
- The proposed rezoning would remove several allowable non-residential uses from the subject property: cemeteries; education uses; bed and breakfasts; convenience stores; open air sales; other commercial uses; and boat ramps, docking facilities, and marinas.
- The properties to the north of the subject parcel are in the RM-4 District. They range in size from 0.28 acre to 1.37 acres. Most are developed with one to three single story homes.
- The property to the south of the subject parcel, Cotton Hope, is in the RM-12 District. It is 7.89 gross acres in size (the size in net acres is unknown). The property is developed with three multifamily buildings that are approximately 45 feet tall.
- To the south of Cotton Hope is a large, undeveloped parcel consisting of marsh. This undeveloped parcel separates Cotton Hope from a five lot single family subdivision to the south, Little Harbour Manor. Approximately 200 feet of marsh separate Cotton Hope from Little Harbour Manor.
- On Hilton Head Island, high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way. Cotton Hope is separated from Little Harbour Manor by 200 feet of open space (marsh). The single story homes in Bay Pines (RS-3) are separated by at least 200 feet from the 45 foot tall multifamily residential buildings in Brighton Bay (WMU) by a parcel in Brighton Bay containing drive aisles, tennis courts, and open space. The buildings in the multifamily Legends development (RM-12) are separated from the closest single family homes in Port Royal Plantation by 100 feet: there is a 50 foot setback on the Legends parcel; and the Marketplace Drive right-of-way is 50 feet wide.
- The subject parcel is relatively narrow, compared with the adjacent Cotton Hope parcel. The Cotton Hope parcel is 350 feet wide, while the subject parcel is 200 feet wide.
- The RM-4 and the RM-12 Districts both require 20 foot setbacks from adjacent property lines.
- The maximum building height in the RM-4 District is 35 feet. The maximum building height in the RM-12 District is 45 feet
- Some of the buildings on the subject parcel are located 20 feet from the northern property line. These buildings conform to the required 20 foot adjacent use setback.
- The single family homes to the north of the subject parcel appear to be between 12 and 90 feet from the shared property line.
- The subject parcel contains specimen size trees. Healthy specimen trees cannot be removed from a multifamily property or open space without a variance from the Board of Zoning Appeals.



**Conclusions of Law:**

As set forth in LMO Section 16-2-103.C.3.a.i:

1. **Goal 5.2-B in the Housing Element** is to look at housing opportunities as a mechanism to maintain its essential workforce.

The applicant’s narrative states the duplexes on the subject property are currently rented to businesses that use the units to house seasonal workers. The applicant states their intent is to expand this by redeveloping the property with more units and with a variety of housing options. If the rezoning is approved, it is likely that the subject property will continue to be used for workforce housing, since it is not located near major tourist attractions and other properties in the area are being developed for mid-market or workforce housing. The proposed rezoning would double the number of dwelling units that could be built on the property which would increase housing opportunities, **consistent** with Goal 5.2-B in the Housing Element.

- C. **Implementation Strategy 8.10-B in the Land Use Element** is to consider focusing higher intensity land uses in areas with available sewer connections.

The proposed rezoning would allow higher density development on a parcel that currently has sewer service, which is **consistent** with Implementation Strategy 8.10-B in the Land Use Element.

2. **Goal 8.1-A in the Land Use Element** is to have an appropriate mix of land uses to meet the needs of existing and future populations.

Several new residential developments in the area demonstrate the need for new housing for existing and future populations. Since the proposed rezoning would double the number of dwelling units allowed to be built on the subject property, increasing the amount of new housing, the proposed rezoning is **consistent** with a portion Goal 8.1-A in the Land Use Element.

3. **Goal 8.1-A in the Land Use Element** is to have an appropriate mix of land uses to meet the needs of existing and future populations.

The current and proposed zoning districts require a 20 foot adjacent use setback from the northern property line. The maximum building height in the current zoning district is 35 feet, whereas the maximum building height in the proposed zoning district is 45 feet. Given that the subject property is relatively narrow and that LMO site design standards and specimen tree protection will limit the site layout options, it is likely that new buildings on the subject property will be 45 feet tall to accommodate the increased density and the required parking, and that those buildings will be located approximately 20 feet from the northern property line.

The properties to the north of the subject parcel are developed with single story homes. Approving the rezoning to allow 45 foot tall buildings does not meet the needs of the existing and future populations living on the properties immediately north of the subject property. Considering the effects of the proposed rezoning on the existing and future neighbors, the proposed rezoning is **not consistent** with a portion of Goal 8.1-A in the Land Use Element.

4. **Goal 8.1-B in the Land Use Element** is to maintain the character of the Island while ensuring adequate infrastructure is in place and balancing land conservation to meet future needs.

Part of the Island’s character is high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way.

Multifamily residential buildings in Cotton Hope, Brighton Bay, and the Legends are separated from nearby single family residential development by 100 to 200 feet.

As stated above, it is likely that new buildings on the subject property will be 45 feet tall to accommodate the proposed density and the required parking, and those buildings will be located approximately 20 feet from the northern property line. Since allowing 45 foot tall buildings so close to single family homes would not maintain the character of the Island, the proposed rezoning is **not consistent** with Goal 8.1-B in the Land Use Element.

5. **Goal 8.4-A in the Land Use Element** is an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.  
As stated above, several new residential developments in the area demonstrate the market demand for new housing to accommodate permanent and seasonal populations. Since the proposed rezoning would double the number of dwelling units allowed to be built on the subject property, increasing the amount of new housing, the proposed rezoning is **consistent** with a portion of Goal 8.4-A in the Land Use Element.
6. **Goal 8.4-A in the Land Use Element** is an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town's high quality of life and should be considered when amending the Town's Official Zoning Map.  
As stated above, part of the Island's character is high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way. Since allowing 45 foot tall multifamily residential buildings within 40 feet of single story homes would not maintain a high quality of life for the residents of the homes to the north of the subject property, the proposed rezoning is **not consistent** with a portion of Goal 8.4-A in the Land Use Element.
7. **Goal 8.10-A of the Land Use Element** is to provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island. Again, several new residential developments in the area demonstrate the market demand for new housing to accommodate permanent and seasonal populations. Since the proposed rezoning would double the number of dwelling units allowed to be built on the subject property, increasing the amount of new housing per the market demand, the proposed rezoning is **consistent** with a portion of Goal 8.10-A in the Land Use Element.
8. **Goal 8.10-A of the Land Use Element** is to provide appropriate modifications to the zoning designations to meet market demands while maintaining the character of the Island. Again, part of the Island's character is high density residential development is usually separated from low density residential development by open space, wide setbacks, or rights-of-way. Since allowing 45 foot tall multifamily residential buildings within 40 feet of single story homes would not maintain the character of the Island, the proposed rezoning is **not consistent** with a portion of Goal 8.10-A in the Land Use Element.

#### Summary of Facts and Conclusions of Law

*Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):*

#### Findings of Fact:

1. The properties adjacent to the subject parcel are zoned RM-4 and RM-12. Less than one half-mile from the subject property is the PD-1 Zoning Districts for Port Royal Plantation and Palmetto Hall. Across the street and in the vicinity from the subject property is the LC (Light Commercial) and IL (Light Industrial) Zoning Districts.
2. The proposed rezoning to RM-12 will permit the following use types: Residential, Civic, Public, Institutional and Educational and Agriculture. See Attachment C for a complete list of uses permitted within these categories.
3. All the uses permitted in the RM-12 District are permitted in the RM-4 District; however, in addition to what is allowed in the RM-12 District, RM-4 permits more Civic, Public, Institutional and Educational uses, a Resort Accommodation use, Commercial Services and Other uses.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.ii.
2. The proposed rezoning will allow uses that are compatible with the uses allowed on other properties in the vicinity.

**Summary of Facts and Conclusions of Law**

*Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):*

**Findings of Fact:**

1. The subject property is located adjacent to a single-family residential neighborhood with homes one-story in height. The subject property is also located adjacent to multifamily residential buildings 3-stories in height with parking below the 1<sup>st</sup> floor of the building.
2. The subject property contains several specimen trees and significant stands of trees.
3. The subject property is long and narrow in shape.
4. The subject property is located adjacent to tidal marsh.
5. The properties to the north of the subject parcel are in the RM-4 District. They range in size from 0.28 acre to 1.37 acres. Most are developed with one to three single-story homes.
6. The property to the south of the subject parcel, Cotton Hope, is in the RM-12 District. The property is 7.89 gross acres in size but is located on the marsh and likely has a smaller net acreage (the size in net acres is unknown). The property is developed with three multifamily buildings that are approximately 45 feet tall.
7. To the south of Cotton Hope is a large parcel that contains marsh, which separates Cotton Hope from a five lot single family subdivision to the south, Little Harbour Manor. Approximately 200 feet of marsh separate Cotton Hope from Little Harbour Manor.
8. To increase the allowable zoning to RM-12 with 12 dwellings units per net acre could result in a development with up to 59 dwelling units. In order to meet this density and the required amount of parking, the buildings would most likely have to be built up to the 45' allowed height likely with parking underneath the buildings.
9. Per LMO 16-3-104.G, the purpose of the RM-12 District is to allow higher density residential uses in locations which are served by adequate infrastructure, while maintaining the character of these areas and neighborhoods. The district is used to encourage a variety of residential opportunities, including multifamily residential units, single-family residences, and group living.

**Conclusions of Law:**

1. This application **does not meet the criteria** in LMO 16-2-103.C.a.iii.
2. The proposed zoning is not appropriate for the land because the subject property is long and narrow in shape and size and is located directly adjacent to a single-family neighborhood where the maximum height allowed is 35' in height.

**Summary of Facts and Conclusions of Law**

*Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):*

**Findings of Fact:**

1. With a proposed density of 12 units per net acre and potential for up to 59 dwelling units with the rezoning, the subject property could provide more housing in this area.

2. There is a need for more housing on the Island, as stated in the Comprehensive Plan, and specifically for more workforce housing as shown in the “Assessment of Workforce Housing Needs” report by the Town’s housing consultant, Lisa Sturtevant & Associates, LLC.
3. The applicant has stated the owner’s intent is to develop workforce housing by developing a mix of multifamily or group housing on the property.
4. Town Council has recognized and prioritized workforce housing as a goal for Hilton Head Island.
5. While there are no ordinances in place that require or incentivize a developer to build workforce housing, the applicant has stated that is their intention with this rezoning request. At this time, without a workforce housing program in place, the Town has no way to enforce workforce housing or guarantee the subject property will be developed as workforce housing.

**Conclusions of Law:**

1. This application **does not meet the criteria** in LMO 16-2-103.C.a.iv.
2. While the proposed rezoning has the potential to meet the need for more housing, there is no Town mechanism in place that ensures that the rezoning would result in a workforce housing development.

**Summary of Facts and Conclusions of Law**

*Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):*

**Findings of Fact:**

1. The current zoning of the property is RM-4. The Town does not have any future plans to increase the density or zoning of the properties in the vicinity.
2. Per LMO 16-3-104.G, the purpose of the RM-12 District is to “allow higher density residential uses in locations which are served by adequate infrastructure, while maintaining the character of these areas.”
3. The proposed rezoning expands the RM-12 District adjacent to properties that are currently developed as a single-family low density neighborhood which could negatively impact the adjacent properties due to the possible height, mass and intensity of the adjacent proposed uses.

**Conclusions of Law:**

1. This application **does not meet the criteria** in LMO 16-2-103.C.3.a.v.
2. The proposed rezoning is not consistent with the overall zoning program because there are no expressed future plans to rezone the area to have a higher residential density.
3. The proposed higher density residential is adjacent to a single-family low density neighborhood which could negatively impact the adjacent single-family properties.

**Summary of Facts and Conclusions of Law**

*Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):*

**Findings of Fact:**

1. The RM-12 District adjacent to the subject property to the south allows a residential density of 12 dwelling units per net acre.
2. All surrounding districts, except for the IL District, allow for residential uses.

3. There are RM-12 zoned parcels directly abutting and across the street from the subject property.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.vi.
2. The proposed rezoning would not create a zoning district that is unrelated to adjacent and surrounding zoning districts because the majority of the surrounding districts allow residential uses.
3. The proposed rezoning would not create a zoning district that is inappropriately isolated because the subject property is adjacent to a property that is zoned RM-12.

**Summary of Facts and Conclusions of Law**

*Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):*

**Findings of Fact:**

1. The subject property as proposed to be rezoned could provide housing, including multifamily development, at a density of 12 dwelling units per net acre, which is a significant increase from what is currently allowed.
2. The subject property is currently zoned RM-4 (due to the parcel size, the subject property has an effective density of up to 6 dwelling units per acre), is currently developed as 30 dwelling units and currently functions at a reasonably viable economic use as the property is currently occupied under a workforce housing master lease agreement. The property does not need to be rezoned in order to be reasonably economically viable.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.vii.
2. The rezoning of the subject property would allow it to be put to a reasonably viable economic use because it would increase their density potential, which could improve its economic viability and promote a higher use of the land for development.
3. The current zoning and density allowed for the subject property allows for the property to be put to a reasonably viable economic use.

**Summary of Facts and Conclusions of Law**

*Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):*

**Findings of Fact:**

1. Tidal Bluff Road is a paved privately-owned right-of-way.
2. Dillon Road is a paved State-owned right-of-way.
3. Water service is available.
4. Sewer service is available.
5. Electric service is available.
6. Hilton Head Island Fire Rescue has the capability to immediately access the subject property.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.viii.
2. The proposed rezoning would result in development that can be served by all typically

available, adequate and suitable public facilities for properties in the Town of Hilton Head Island.

**Summary of Facts and Conclusions of Law**

*Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):*

**Finding of Fact:**

- 1. There are no changing conditions in the affected area.

**Conclusions of Law:**

- 1. This application **does not meet the criteria** in LMO Section 16-2-103.C.3.a.ix.
- 2. The proposed rezoning is not appropriate because there are no changing conditions in the affected area.

**LMO Official Determination**

Staff determines that this application **is not consistent with the Comprehensive Plan and does not serve to carry out the purposes of the LMO** as based on the Findings of Fact and Conclusions of Law as determined by the LMO Official and enclosed herein. Even though the application meets several of the criteria, the criteria not met is significant enough for a recommendation of denial for this particular application.

Staff recommends that the Planning Commission recommend **DENIAL** to Town Council of this application.

**Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.**

**PREPARED BY:**

ML  
Missy Luick  
*Senior Planner*

July 20, 2019  
DATE

**REVIEWED BY:**

ND  
Nicole Dixon, CFM  
*Development Review Administrator*

July 22, 2019  
DATE

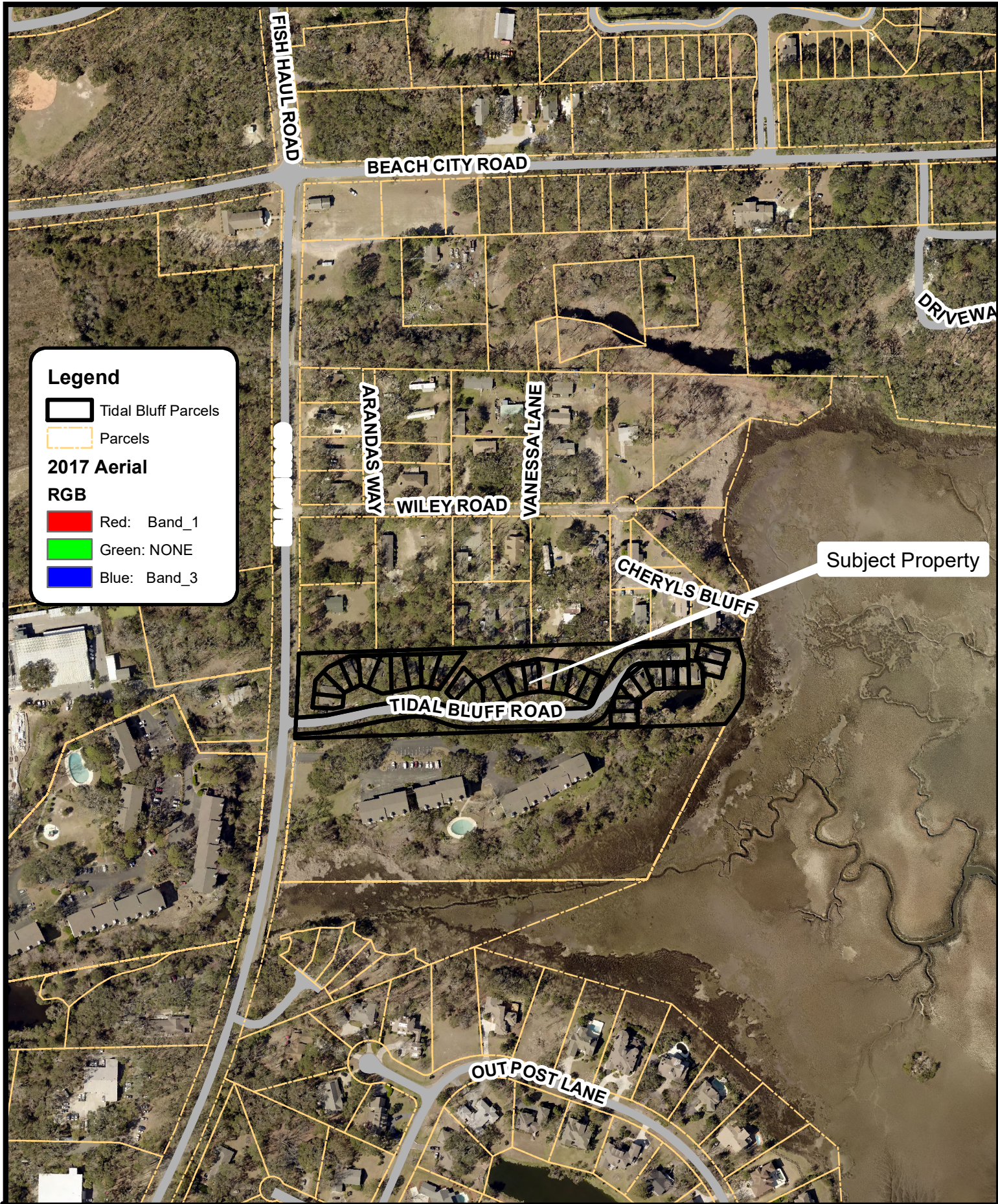
**REVIEWED BY:**

TL  
Teri Lewis, AICP  
*Deputy Director of Community Development*

July 22, 2019  
DATE

**ATTACHMENTS:**

- A) Vicinity Map
- B) Zoning Map
- C) LMO Use Tables
- D) Zoning District Comparison Table
- E) Subject Property Aerial Imagery
- F) Boundary Survey
- G) Applicant Narrative



**Legend**

-  Tidal Bluff Parcels
-  Parcels

**2017 Aerial RGB**

-  Red: Band\_1
-  Green: NONE
-  Blue: Band\_3

**Town of Hilton Head Island**  
 Attachment A Vicinity Map  
 2 Tidal Bluff Road

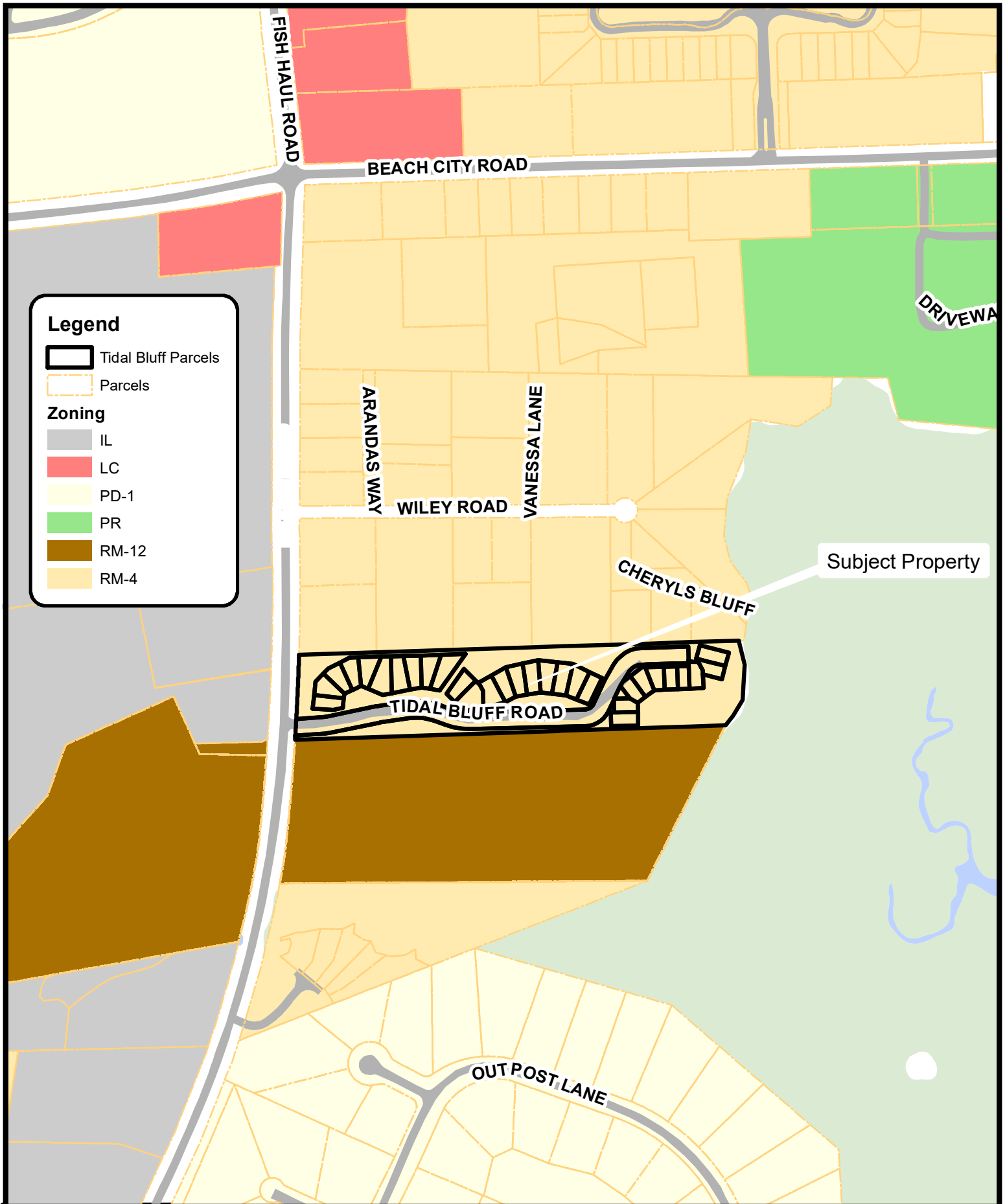



TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-4600  
 Date Created: 11/11/11  
 Project: map.mxd



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.





**Legend**

- Tidal Bluff Parcels
- Parcels

**Zoning**

- IL
- LC
- PD-1
- PR
- RM-12
- RM-4

Subject Property

**Town of Hilton Head Island**  
 Attachment B Zoning Map  
 2 Tidal Bluff Road



TOWN OF HILTON HEAD ISLAND  
 ONE TOWN CENTER COURT  
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LMO Section 16-3-104.E.

<h1 style="margin: 0;">RM-4</h1> <h2 style="margin: 0;">Low to Moderate Density Residential District</h2>				
<b>1. Purpose</b>				
<p>The purpose of the Low to Moderate Density Residential (RM-4) District is to protect and preserve the character of these areas and <i>neighborhoods</i> at <i>densities</i> up to four <i>dwelling units</i> per <i>net acre</i> . This district is used to encourage a variety of residential opportunities, including <i>multifamily</i> residential units, <i>single-family</i> residences, and <i>group living</i> . The regulations of the district are intended to discourage <i>development</i> that would substantially interfere with, or be detrimental to, residential character.</p>				
<b>2. Allowable Principal Uses</b>				
		<b>USE SPECIFIC CONDITIONS</b>	<b>MINIMUM NUMBER OF OFF STREET PARKING SPACES</b>	
<b>Residential Uses</b>				
<i>Group Living</i>	P		1 per 3 rooms	
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	
<b>Public, Civic, Institutional, and Educational Uses</b>				
<i>Cemeteries</i>	P		1 per 225 GFA of office area + 1 per 500 GFA of <i>maintenance</i> facilities	
<i>Community Service Uses</i>	P		1 per 400 GFA	
<i>Education Uses</i>	P		Colleges and High Schools	10 per classroom
			Elementary and Junior High/Middle Schools	4 per classroom
			Other <i>Education Uses</i>	See Sec. 16-5-107.D.2
<i>Government Uses</i>	PC	Sec. 16-4-102.B.2.d	Fire Stations	4 per bay + 1 per 200 GFA of office area

<b>RM-4</b>				
<b>Low to Moderate Density Residential District</b>				
			Other	1 per 200 GFA of office area
<i>Major Utilities</i>	SE			1 per 1,500 GFA
<i>Minor Utilities</i>	P			n/a
<i>Public Parks</i>	P			See Sec. 16-5-107.D.2
<i>Religious Institutions</i>	P			1 per 3 seats in main assembly area
Telecommunication Antenna, Collocated or Building Mounted	PC	Sec. 16-4-102.B.2.e		n/a
<i>Telecommunication Towers, Monopole</i>	PC	Sec. 16-4-102.B.2.e		1
<b>Resort Accommodations</b>				
<i>Bed and Breakfasts</i>	PC	Sec. 16-4-102.B.4.a		1 per guest room
<b>Commercial Services</b>				
<i>Convenience Stores</i>	PC	Sec. 16-4-102.B.7.d		1 per 200 GFA
<i>Open Air Sales</i>	PC	Sec. 16-4-102.B.7.i		1 per 200 GFA of sales/display area
<i>Other Commercial Services</i>	PC	Sec. 16-4-102.B.7.l		See Sec. 16-5-107.D.2
<b>Other Uses</b>				
<i>Agriculture Uses</i>	P		Stables or Riding Academies	1 per 5 stalls
			Other	n/a
<i>Boat Ramps , Docking Facilities , and Marinas</i>	PC	Sec. 16-4-102.B.10.a		1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips
<b>3. Development Form Standards</b>				
<b>MAX. DENSITY (PER NET ACRE )</b>		<b>LOT COVERAGE</b>		
Residential	4 du (6 du if <b>lot</b> area is at least 3 acres; 8 du if <b>lot</b> area is at least 5 acres)		Max. <i>Impervious Cover</i> for All <i>Development</i> Except <i>Single-Family</i>	35%
<i>Bed and Breakfast</i>	10 rooms			
Nonresidential	6,000 GFA		Min. <i>Open Space</i> for Major Residential <i>Subdivisions</i>	16%
<b>MAX. BUILDING HEIGHT</b>				
<i>All Development</i>	35 ft <sup>1</sup>			

<b>RM-4            Low to Moderate Density Residential District</b>				
<b>USE AND OTHER DEVELOPMENT STANDARDS</b>				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.				
<b>TABLE NOTES:</b> P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <i>dwelling units</i> ; sf = square feet; GFA = <i>gross floor area</i> in square feet; ft = feet; n/a = not applicable				
1. May be increased by up to ten percent on demonstration to the <i>Official</i> that:				
a. The increase is consistent with the character of <i>development</i> on surrounding <i>land</i> ;				
b. <i>Development</i> resulting from the increase is consistent with the purpose and intent of the <i>building height</i> standards;				
c. The increase either (1) is required to compensate for some unusual aspect of the site or the proposed <i>development</i> , or (2) results in improved site conditions for a <i>development</i> with <i>nonconforming site features</i> ;				
d. The increase will not pose a danger to the public health or safety;				
e. Any adverse impacts directly attributable to the increase are mitigated; and				
f. The increase, when combined with all previous increases allowed under this provision, does not result in a cumulative increase greater than ten percent.				

LMO Section 16-3-104.G.

<b>RM-12</b>				
<b>Moderate to High Density Residential District</b>				
<b>1. Purpose</b>				
The purpose of the Moderate to High Density Residential (RM-12) District is to allow higher <i>density</i> residential <i>uses</i> in locations which are served by adequate infrastructure, while maintaining the character of these areas and <i>neighborhoods</i> at <i>densities</i> up to twelve units per <i>net acre</i> . This district is used to encourage a variety of residential opportunities, including <i>multifamily</i> residential units, <i>single-family</i> residences, and <i>group living</i> . The regulations of this district are intended to discourage <i>development</i> that would substantially interfere with, or be detrimental to, moderate to high density residential character.				
<b>2. Allowable Principal Uses</b>				
		<b>USE SPECIFIC CONDITIONS</b>	<b>MINIMUM NUMBER OF OFF STREET PARKING SPACES</b>	
<b>Residential Uses</b>				
<i>Group Living</i>	P		1 per 3 rooms	
<i>Multifamily</i>	P		1 bedroom	1.4 per du
			2 bedroom	1.7 per du
			3 or more bedrooms	2 per du
<i>Single-Family</i>	P		2 per du + 1 per 1,250 GFA over 4,000 GFA	
<b>Public, Civic, Institutional, and Educational Uses</b>				
<i>Community Service Uses</i>	P		1 per 400 GFA	
<i>Government Uses</i>	PC	Sec. 16-4-102.B.2.d	Fire Stations	4 per bay + 1 per 200 GFA of office area
			Other	1 per 200 GFA of office area
<i>Major Utilities</i>	SE		1 per 1,500 GFA	
<i>Minor Utilities</i>	P		n/a	
<i>Public Parks</i>	P		See Sec. 16-5-107.D.2	
<i>Religious Institutions</i>	P		1 per 3 seats in main assembly area	
Telecommunication Antenna, Collocated or Building Mounted	PC	Sec. 16-4-102.B.2.e	n/a	
<i>Telecommunication Towers, Monopole</i>	PC	Sec. 16-4-102.B.2.e	1	
<b>Other Uses</b>				

<b>RM-12</b> <b>Moderate to High Density Residential District</b>				
<i>Agriculture Uses</i>	P		Stables or Riding Academies	1 per 5 stalls
			Other	n/a
<b>3. Development Form Standards</b>				
<b>MAX. DENSITY (PER NET ACRE )</b>		<b>LOT COVERAGE</b>		
Residential	12 du	Max. <i>Impervious Cover</i> for All <i>Development</i> Except <i>Single-Family</i>	35%	
Nonresidential	6,000 GFA			
<b>MAX. BUILDING HEIGHT</b>		Min. <i>Open Space</i> for Major Residential <i>Subdivisions</i>	16%	
<i>All Development</i>	45 ft <sup>1</sup>			
<b>USE AND OTHER DEVELOPMENT STANDARDS</b>				
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.				
<b>TABLE NOTES:</b>				
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <i>dwelling units</i> ; sf = square feet; GFA = <i>gross floor area</i> in square feet; ft = feet; n/a = not applicable				
1. May be increased by up to ten percent on demonstration to the <i>Official</i> that:				
a. The increase is consistent with the character of <i>development</i> on surrounding <i>land</i> ;				
b. <i>Development</i> resulting from the increase is consistent with the purpose and intent of the <i>building height</i> standards;				
c. The increase either (1) is required to compensate for some unusual aspect of the site or the proposed <i>development</i> , or (2) results in improved site conditions for a <i>development</i> with <i>nonconforming site features</i> ;				
d. The increase will not pose a danger to the public health or safety;				
e. Any adverse impacts directly attributable to the increase are mitigated; and				
f. The increase, when combined with all previous increases allowed under this provision, does not result in a cumulative increase greater than ten percent.				

<b>TABLE 16-4-102.A.6: PRINCIPAL USE TABLE</b>		
<b>P = Permitted by Right</b>	<b>PC = Permitted Subject to Use-Specific Conditions</b>	
<b>SE = Allowed as a Special Exception</b>	<b>Blank Cell = Prohibited Use</b>	
	<b>RM-4</b>	<b>RM-12</b>
<b>RESIDENTIAL USES</b>		
Group Living	P	P
Mixed-Use		
Multifamily	P	P
Recreation Vehicle (RV) Parks		
Single-Family	P	P
<b>PUBLIC, CIVIC, INSTITUTIONAL, AND EDUCATIONAL USES</b>		
Aviation and Surface Transportation Uses		
Aviation Services Uses		
Cemeteries	P	
Community Service Uses	P	P
Education Uses	P	
Government Uses	PC	PC
Major Utilities	SE	SE
Minor Utilities	P	P
Public Parks	P	P
Religious Institutions	P	P
Telecommunication Antenna, Collocated or Building Mounted	PC	PC
Telecommunication Towers, Monopole	PC	PC
<b>HEALTH SERVICES</b>		
Hospitals		
Nursing Homes		
Other Health Services		
<b>RESORT ACCOMMODATIONS</b>		
Bed and Breakfasts	PC	
Hotels		
Interval Occupancy		
<b>COMMERCIAL RECREATION</b>		
Indoor Commercial Recreation Uses		
Outdoor Commercial Recreation Uses Other than Water Parks		
Water Parks		
<b>OFFICE USES</b>		
Contractor's Office		
Other Office Uses		

<b>TABLE 16-4-102.A.6: PRINCIPAL USE TABLE (cont.)</b>		
<b>P = Permitted by Right</b>	<b>PC = Permitted Subject to Use-Specific Conditions</b>	
<b>SE = Allowed as a Special Exception</b>	<b>Blank Cell = Prohibited Use</b>	
	<b>RM-4</b>	<b>RM-12</b>
<b>COMMERCIAL SERVICES</b>		
Adult Entertainment Uses		
Animal Services		
Bicycle Shops		
Convenience Stores	PC	
Eating Establishments		
Grocery Stores		
Landscape Businesses		
Liquor Stores		
Nightclubs or Bars		
Open Air Sales	PC	
Shopping Centers		
Tattoo Facilities		
Other Commercial Service Uses	PC	
<b>VEHICLE SALES AND SERVICES</b>		
Auto Rentals		
Auto Repairs		
Auto Sales		
Car Washes		
Commercial Parking Lot		
Gas Sales		
Taxicab Services		
Towing Services or Truck or Trailer Rentals		
Watercraft Sales, Rentals, or Services		
<b>INDUSTRIAL USES</b>		
Light Industrial, Manufacturing, and Warehouse Uses		
Seafood Processing Facilities		
Self-Service Storage		
Waste-Related Services Other than Waste Treatment Plants		
Waste Treatment Plants		
Wholesale Sales		
<b>OTHER USES</b>		
Agriculture Uses	P	P
Boat Ramps, Docking Facilities, and Marinas	PC	



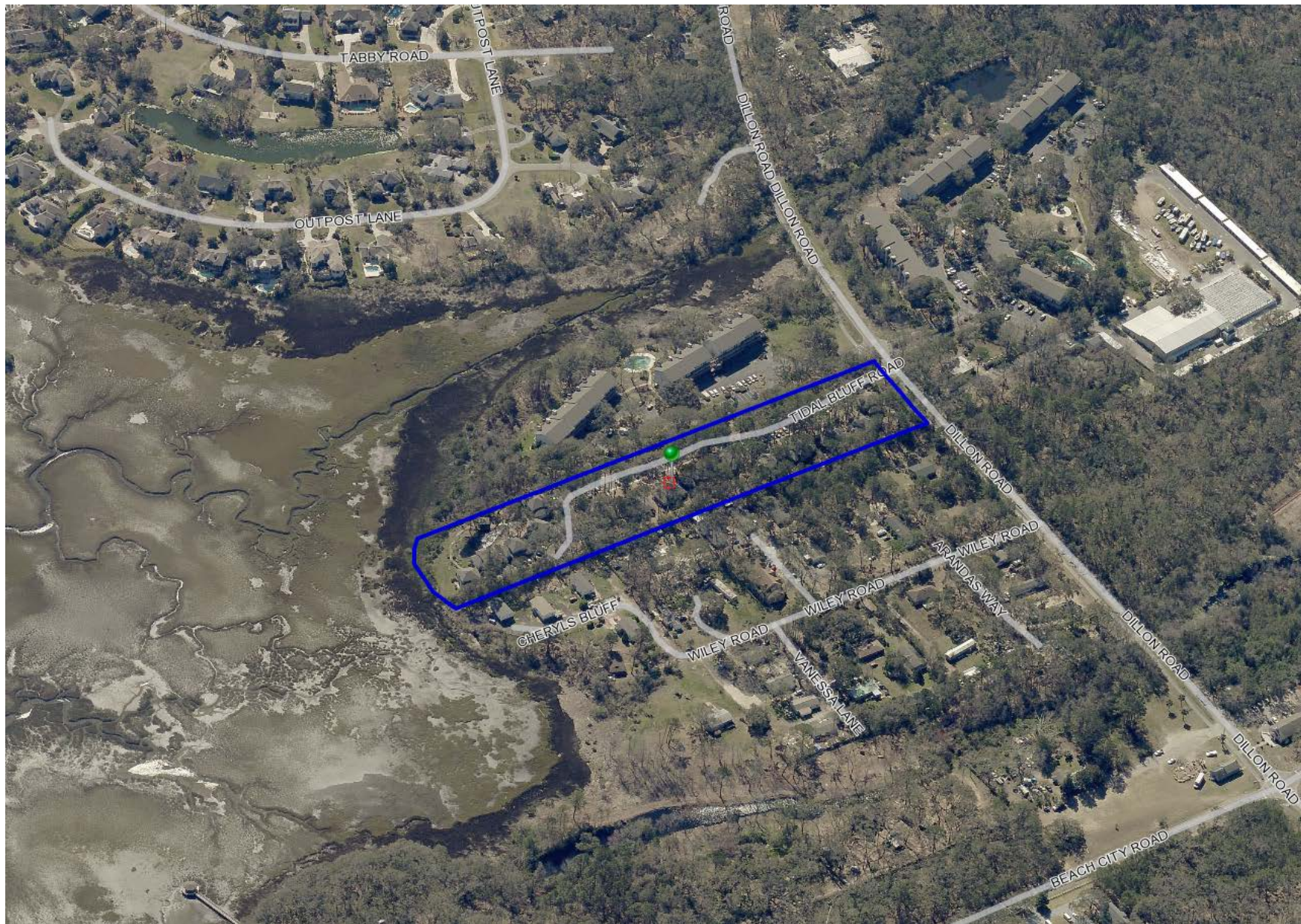
ATTACHMENT E  
Aerial Views of 2 Tidal Bluff Road  
ZA 001460-2019



ATTACHMENT E  
Aerial Views of 2 Tidal Bluff Road  
ZA 001460-2019



ATTACHMENT E  
Aerial Views of 2 Tidal Bluff Road  
ZA 001460-2019



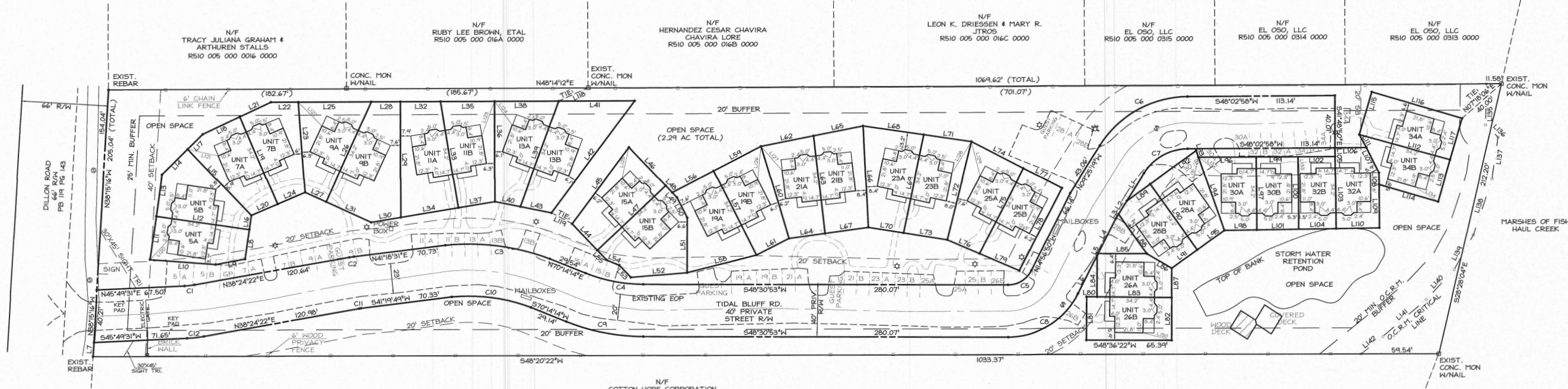
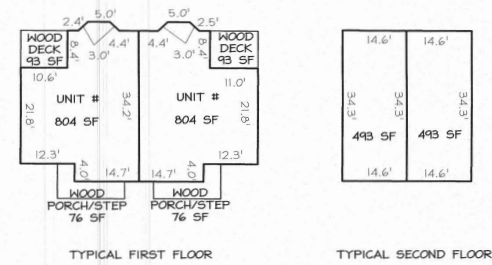
# Attachment F Boundary Survey 2 Tidal Bluff Road

## Exhibit B

- NOTES:
- AREAS ARE CALCULATED BY THE COORDINATE COMPUTATION METHOD.
  - ALL DISTANCES ARE HORIZONTAL MEASUREMENTS UNLESS OTHERWISE NOTED.
  - PARCEL ID: R510 005 000 0017 0000
  - DEED REF/TITLE SOURCE: PB 137 PG 49, DB 2966 PG 940 MAP REF: PB 119 PG 143, PB 91 PG 129
  - ZONED: RM-4
  - AREAS:
    - TOTAL SITE AREA: 4.96 AC
    - R/W AREA: 0.95 AC
    - TOTAL LOT AREA: 1.72 AC
    - OPEN SPACE PROVIDED: 2.29 AC (46.2%)
    - MIN OPEN SPACE REQUIRED: 0.69 AC
  - TOTAL NUMBER OF LOTS: 30
  - 20' SETBACK FROM R/W OF TIDAL BLUFF RD.
  - THIS PROPERTY IS LOCATED IN FEMA ZONE A7 AS SHOWN ON FIRM PANEL #60250 0000D, MAP REVISED SEPTEMBER 29, 1986. BASE FLOOD ELEVATION=14.0'
  - THIS PROPERTY LIES EITHER PARTIALLY OR WHOLLY WITHIN THE HILTON HEAD ISLAND AIRPORT OVERLAY DISTRICT AND IS SUBJECT TO NOISE THAT MAY BE OBJECTIONABLE.
  - FIELD WORK PERFORMED NOVEMBER 21, 2016.

AREA CALCULATIONS (30 UNITS)

LOCATION	EACH	TOTAL
FIRST FLOOR AREA	804 SF	24,120 SF
SECOND FLOOR AREA	493 SF	14,790 SF
PORCH AREAS	76 SF	2,254 SF
TOTAL	1,373 SF	44,164 SF
PAVED PARKING AREA	N/A	39,854 SF
WALKWAYS	N/A	6,185 SF



LOT DATA:

LOT	AREA (sq. ft.)	AREA (acres)	PARCEL ID
5A	2,179	0.050	R510-005-000-0017-0001-00
5B	2,555	0.059	R510-005-000-0017-0016-00
7A	2,519	0.058	R510-005-000-0017-0002-00
7B	2,542	0.059	R510-005-000-0017-0017-00
9A	2,647	0.062	R510-005-000-0017-0003-00
9B	3,646	0.084	R510-005-000-0017-0018-00
11A	3,215	0.074	R510-005-000-0017-0004-00
11B	2,775	0.064	R510-005-000-0017-0019-00
13A	2,749	0.063	R510-005-000-0017-0005-00
13B	3,541	0.081	R510-005-000-0017-0020-00
15A	2,479	0.057	R510-005-000-0017-0006-00
15B	3,035	0.070	R510-005-000-0017-0021-00
17A	2,767	0.064	R510-005-000-0017-0007-00
17B	2,508	0.058	R510-005-000-0017-0022-00
19A	2,565	0.059	R510-005-000-0017-0008-00
19B	2,760	0.064	R510-005-000-0017-0023-00
21A	2,855	0.066	R510-005-000-0017-0009-00
21B	2,741	0.063	R510-005-000-0017-0024-00
23A	2,667	0.062	R510-005-000-0017-0010-00
23B	2,403	0.055	R510-005-000-0017-0025-00
25A	1,817	0.042	R510-005-000-0017-0011-00
25B	2,151	0.049	R510-005-000-0017-0026-00
26A	2,149	0.049	R510-005-000-0017-0012-00
26B	1,946	0.045	R510-005-000-0017-0027-00
28A	1,941	0.045	R510-005-000-0017-0013-00
28B	1,792	0.041	R510-005-000-0017-0028-00
30A	1,971	0.045	R510-005-000-0017-0014-00
30B	1,574	0.036	R510-005-000-0017-0029-00
34A	2,417	0.055	R510-005-000-0017-0015-00
34B	1,894	0.043	R510-005-000-0017-0030-00

LINE TABLE

LINE	LENGTH	BEARING
L1	24.93	S01°25'19"E
L2	12.07	S01°25'19"E
L3	4.13	S01°25'19"E
L4	21.83	S14°56'50"E
L5	1.75	S14°56'50"E
L6	32.62	S14°56'50"E
L7	10.78	S38°15'16"E
L8	22.95	S33°37'58"E
L9	22.84	N38°14'07"E
L10	50.55	N52°36'52"E
L11	33.54	S33°37'58"E
L12	72.20	N56°33'32"E
L13	32.60	S33°37'58"E
L14	27.78	S03°43'05"W
L15	70.66	N85°11'49"W
L16	11.00	S33°37'58"E
L17	16.28	S03°43'05"W
L18	31.43	S23°12'24"W
L19	73.18	S64°51'22"E
L20	22.00	N25°08'38"E
L21	26.34	S23°12'24"W
L22	20.43	N48°14'12"E
L23	64.58	N85°12'47"W
L24	23.00	N25°08'38"E
L25	56.20	N48°14'12"E
L26	84.41	N17°11'14"W
L27	17.70	N72°48'46"E
L28	22.24	N48°14'12"E
L29	89.95	N41°45'48"W
L30	23.04	N38°55'18"E
L31	38.04	N72°48'46"E
L32	30.78	N48°14'12"E
L33	82.64	S51°04'42"E
L34	44.76	N58°55'18"E
L35	41.41	N48°14'12"E
L36	76.99	N41°45'48"W
L37	28.48	N38°55'18"E
L38	49.35	N48°14'12"E
L39	86.24	S21°31'30"E
L40	19.41	N57°36'32"E
L41	53.34	N48°14'12"E
L42	107.18	N04°52'21"W
L43	24.36	N59°36'32"E
L44	28.14	S85°08'13"E
L45	73.25	N04°52'21"W
L46	40.53	S85°08'13"E

LINE TABLE

LINE	LENGTH	BEARING
L47	72.20	N04°51'47"E
L48	7.31	N61°00'06"W
L49	5.36	S85°08'13"E
L50	17.37	S68°22'30"E
L51	42.23	S41°38'07"E
L52	43.24	S43°33'58"W
L53	12.88	S85°08'13"E
L54	10.66	N70°44'22"E
L55	10.25	S85°08'13"E
L56	36.04	N21°01'32"E
L57	72.54	S68°22'30"E
L58	54.88	S34°12'09"W
L59	41.01	N21°01'32"E
L60	74.07	N58°14'40"W
L61	28.00	N21°33'30"E
L62	41.01	N37°12'40"E
L63	76.54	S48°12'51"E
L64	27.88	N40°27'23"E
L65	38.85	N37°12'40"E
L66	78.03	N44°26'33"W
L67	33.60	N40°27'23"E
L68	47.05	N56°38'38"E
L69	77.09	S25°52'02"E
L70	27.35	N57°20'22"E
L71	36.98	N56°38'38"E
L72	77.77	N27°42'35"W
L73	34.02	N57°20'22"E
L74	44.95	N75°46'23"E
L75	73.61	S41°33'7"E
L76	26.84	N71°28'46"E
L77	33.20	N75°46'23"E
L78	71.12	N14°13'37"W
L79	33.24	N71°28'46"E
L80	8.00	S49°02'34"W
L81	33.12	S41°23'38"E
L82	32.66	S41°23'38"E
L83	57.34	S49°02'34"W
L84	31.76	S41°23'38"E
L85	37.38	S48°36'22"W
L86	22.21	S78°37'13"W
L87	22.63	S41°23'38"E
L88	37.32	S71°20'17"E
L89	22.02	S12°44'44"W
L90	62.11	S77°20'17"E
L91	24.15	N12°39'43"E
L92	43.71	S12°44'44"W

LINE TABLE

LINE	LENGTH	BEARING
L93	5.24	N61°00'06"W
L94	54.36	N61°00'06"W
L95	25.53	N73°34'48"E
L96	44.42	N48°10'16"E
L97	55.79	S41°49'44"E
L98	24.93	N47°31'29"E
L99	32.12	N48°10'16"E
L100	55.42	S41°49'44"E
L101	32.12	N47°31'29"E
L102	28.38	N48°10'16"E
L103	55.10	S42°14'38"E
L104	28.68	N47°31'29"E
L105	6.74	S42°14'38"E
L106	24.16	S48°10'45"W
L107	21.58	N67°53'58"W
L108	8.90	S41°55'02"E
L109	33.21	S41°55'02"E
L110	33.27	N47°31'29"E
L111	11.33	N70°31'57"W
L112	72.21	N63°51'47"E
L113	33.46	S25°17'37"E
L114	47.00	N64°42'23"E
L115	34.00	S25°17'37"E
L116	72.20	N64°42'23"E
L117	32.94	S25°17'37"E
L118	24.95	N24°11'42"E
L119	18.07	S76°26'03"W

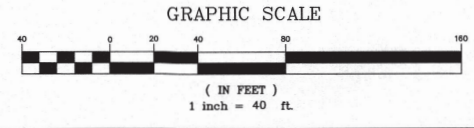
LINE TABLE

LINE	LENGTH	BEARING
L120	21.04	N01°04'05"E
L121	24.15	N62°07'45"E
L122	25.88	S86°27'52"E
L123	27.91	S21°38'30"E
L124	22.74	S18°32'29"E
L125	24.41	S19°18'50"W
L126	25.64	S35°49'16"E
L127	24.79	S62°32'13"E
L128	28.68	S25°22'34"E
L129	27.21	S65°54'34"W
L130	22.73	S63°01'32"W
L131	20.60	S29°42'33"E
L132	21.58	N84°33'59"E
L133	12.98	S48°07'58"E
L134	20.92	S81°22'35"W
L135	31.44	S42°48'41"E
L136	13.30	S67°19'06"E
L137	32.30	S33°16'42"E
L138	46.14	S23°10'49"E
L139	30.31	S12°33'44"E
L140	31.73	S01°37'00"W
L141	43.53	S08°02'50"W
L142	21.34	S09°34'19"W

CURVE TABLE

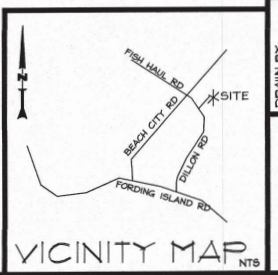
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	7.77	60.00	7.76	N42°06'57"E
C2	3.55	70.00	3.55	S33°51'28"W
C3	91.71	175.52	80.97	S55°49'14"W
C4	45.50	120.00	45.22	N59°22'34"E
C5	22.15	20.00	21.04	N16°47'01"E
C6	80.25	80.00	76.92	S19°18'50"W
C7	40.12	40.00	38.46	S19°18'50"W
C8	66.46	60.00	63.11	N16°47'01"E
C9	60.64	160.00	60.30	N69°22'34"E
C10	61.96	135.52	61.42	S55°54'34"W
C11	1.53	30.00	1.53	S33°52'06"W
C12	12.95	100.00	12.94	N42°06'57"E

FLOOD ZONE DISCLOSURE:  
SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.



LINETYPE LEGEND

---	PUBLIC R/W
---	ADJOINER
---	PROPERTY LINE
---	SETBACK
---	BUFFER
---	EXISTING EOP
---	O.C.R.M.
---	CRITICAL LINE
○	GP GUEST PARKING
★	LAMP POST
■	REBAR
■	CONCRETE MONUMENT



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

Wesley R. Huneault      DATE 12/21/16  
 WESLEY R. HUNEAULT  
 S.C. PLS. 25445

CONTROL POINT, INC.  
 MAPPING & LAND PLANNING  
 6192 Harris Technology Blvd.  
 Charlotte, NC 28269  
 Phone: (704) 595-1010  
 Fax: (704) 595-1020  
 NC C-2125  
 S.C. COA 3489

---

SOUTH CAROLINA  
 CONTROL POINT, INC.  
 No. 3489  
 CERTIFICATE OF AUTHORITY

---

BOUNDARY SURVEY  
 OF  
 TIDAL BLUFF TOWNHOMES  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, SOUTH CAROLINA

---

OWNER:  
 CIT REAL PROPERTY, LLC  
 6150 HARRIS TECHNOLOGY BLVD.  
 CHARLOTTE, NC 28269

---

DRAWN BY: WSH/BST  
 APPROVED BY: WSH  
 DATE: 1/4/2017  
 JOB NAME: TIDAL BLUFF  
 SCALE: 1"=40' (1/4")

---

SHEET NO. 1 OF 1

# THOMAS

DESIGN GROUP, INC

---

July 8, 2019

**Town of Hilton Head Island**  
One Town Center Court  
Hilton Head Island, SC 29928

**RE: Re-zoning of 2 Tidal Bluff Road Hilton Head Island, SC**

To Whom It May Concern:

Please accept this letter as a request to re-zone 2 Tidal Bluff Road, Hilton Head Island, SC from its current zoning of RM-4 and to RM-12. See location below, site boundary in red hatch:



## **DEVELOPMENT BACKGROUND:**

Tidal Bluff Road and the Tidal Bluff villas are located off Dillon Road on Hilton Head Island, SC. The gated development is a total of 4.96 acres and was originally developed under the prior Land Management Ordinance using four (4) residential development units per acre. It sits in a FEMA Flood Zone A7 with a base flood elevation of 14.0'

MSL. Fifteen (15) duplex units exist on the site for a total of thirty (30) habitable villas. The site was subdivided by the prior owners such that each villa sits on its own lot and therefore thirty (30) separate lots exist. Two (2) parking spaces per three (3) bedroom villa have been provide within the existing 39,854 sf of paved parking. There is also 6,185 sf of concrete walkways and a drainage lagoon on the marsh side of the property. See Exhibits B & C provided.

All public utilities are provided to the site for water, sewer, power, cable TV, refuse collection, etc. See Exhibits D1-D4 provided. A public-school bus stop is located just outside the front gate of Tidal Bluff as well as an embarkation to Palmetto Breeze regular bus services.

# Attachment G

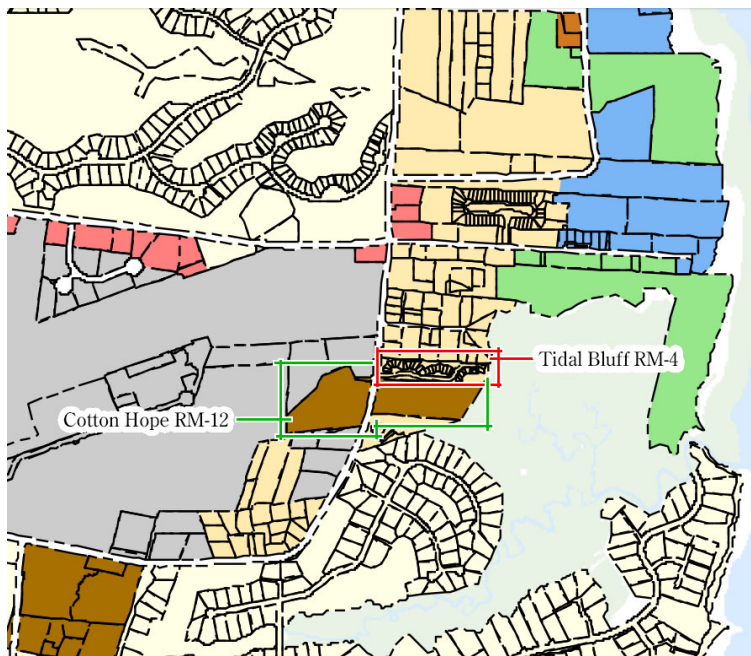
## Applicant Narrative 2 Tidal Bluff Road

Adjacent to Tidal Bluff exists the multifamily community of Cotton Hope Plantation. Cotton Hope is divided into two campuses located on both sides of Dillon Road utilizing multifamily and condominium type housing. Both campuses were developed under the RM-12 zoning district guidelines which provides for twelve (12) residential development units per acre.

### **RE-ZONING REQUEST:**

Cordillo TB, LLC purchased the development as-is in 2016. Subsequently, all villas were renovated and offered to local businesses for occupancy under a workforce housing master lease agreement. Currently all villas are occupied for a total of 180 seasonal staff and college interns for island businesses, this year marks the third year Tidal Bluff housing has been utilized. Re-zoning the property from RM-4 to RM-12 will allow the owners the requisite density to redevelop the site to include a mix of multifamily and possibly a group housing component to create a blended tenant occupancy model between corporate tenants and public/annualized leases to fulfill the owner's business model that actually addresses and demonstrates a solution to a community need.

Re-zoning would also allow this site to utilize a variety of building types allowed in the RM-12 district therefore creating the opportunity to take advantage of a range of uses that are compatible with the uses allowed on other properties in the immediate vicinity. As mentioned above,



housing would be available not only under master lease agreements to island businesses, but units would be offered to the general public under lease terms typically found at multifamily communities. These leases will be facilitated and managed through the on-site property manager of BH Management Services, a national property management company. This development approach, incorporating multiple housing options on one campus would create unique and diverse housing options unlike any other on the island.

The site as it exists today will require no special consideration for public utilities for water, sewer, power, cable, etc. Public utilities are currently in place as represented in Exhibits D1-D4, therefore, the development can be served by available, adequate, and suitable public facilities. As well, the site location allows for walking and biking opportunities to lifestyle amenities and public parks thereby reducing actual vehicular congestion to existing roadways.

While the site is currently developed and occupied, re-zoning would allow the owners to provide a much more targeted living product to address not only seasonal/transient housing needs of island businesses but offer to the general public housing for those of a more permanent nature. Currently, the site is set up such that each unit has its own lot. Upon re-development, these individual parcels will be removed therefore combining the site into one master campus. So, while the site currently provides a viable economic contribution to the community, the increased

**Attachment G**  
**Applicant Narrative 2 Tidal Bluff Road**

density *would allow the property to be put to a (more improved) reasonably viable economic use* and “bring workforce housing to the island reversing the challenges for housing in competition with housing off-island.” (Comp Plan).

**COMPREHENSIVE PLAN:**

Below are elements from the Town’s Comprehensive Plan that, by allowing the re-zoning, would provide consistency with the future goals set forth in that document:

- 1) To engage in projects that encourage affordable/workforce housing on the Island.
- 2) To look at housing opportunities as a mechanism to maintain its essential workforce.
- 3) To encourage housing options that provide opportunities for residents to age in place.
- 4) To monitor changing demographics and trends in housing development to provide housing options that meet market demands.
- 5) To address housing issues using a systemic approach that integrates other elements such as economic development, transportation and land use.
- 6) To include partnerships and the cooperation with the entire community.
- 7) Consider revising the LMO to include flexible zoning options and tools that allow a mix of uses for residential over commercial or other live work units. This may be a tool to foster both a commercial and housing option as well as a means to provide affordable housing and to reduce the amount of infrastructure necessary to travel from home to work or other basic services. Other LMO revisions may include regulations to facilitate the conversion and redevelopment of empty commercial or office space to residential units or allow for a mix of residential within the redevelopment.
- 8) Encourage owners of small properties to assemble land resources through density bonuses tied to increased property sizes.
- 9) Review inclusionary housing programs within the Town boundaries or the region that foster a mix of housing choices and forms.
- 10) Consider creating development incentives to encourage diverse housing options that may include increased density, reduced parking requirements and increased height standards.

Thank you for your consideration for the re-zoning effort.

Sincerely,



Michael G. Thomas  
Cordillo TB, LLC, Partner  
Thomas Design Group, President

# THOMAS

DESIGN GROUP, INC

---

July 8, 2019

**Property Owner**  
Hilton Head Island, SC

**RE: Notice of Public Hearing – Property Owner**

Dear Property Owner:

Pursuant to the Town of Hilton Head Island's Land Management Ordinance, Section 16-2-102(E), you are hereby notified and invited to attend the Planning Commission Public Hearing on **July 00, 2018** at 3:00pm in the Benjamin M. Racusin Council Chambers, One Town Center Court, Hilton Head Island, to consider the following item:

**Case # **ZA-1482-2014****

---

Michael Thomas of Cordillo TB, LLC has been authorized to apply for an amendment of the Official Town of HHI Zoning Map by amending the subject property identified as Parcel Number (PIN) R510 005 000 0017 0000, 2 Tidal Bluff Road, Hilton Head Island, Beaufort County, SC. The subject property currently exists within the RM-4 Zoning District and is requested to be incorporated into the RM-12 Zoning District which is adjacent to the subject property. Site location map end of letter.

**Rezoning Summary:**

---

Cordillo TB, LLC purchased the development as-is in 2016. Subsequently, all villas were renovated and offered to local businesses for occupancy under a workforce housing master lease agreement. Currently all villas are occupied and there is a growing desire for more workforce housing in that location not only with the existing tenants but in the public sector as well. Re-zoning the property from RM-4 to RM-12 will allow the owners the requisite density to redevelop the site to include a mix of multifamily and possibly a group housing component.

**Documents & Meeting:**

---

Documents related to the proposed amendment are available during regular business hours for public inspection between 8:00 a.m. and 4:30 p.m., Monday through Friday, at the Information Center, located at One Town Center Court, Hilton Head Island. If you have any questions regarding this application, please contact [ (staff name) at 843-341-#####. Interested parties may appear and speak at the Public Hearing.

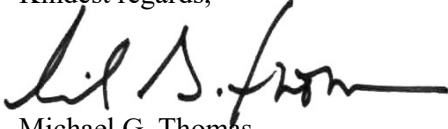
The Town of Hilton Head Island has an Assistive Listening System and Spanish Translator available upon request. Please call 843-341-4757 in advance of the meeting to arrange for these services.



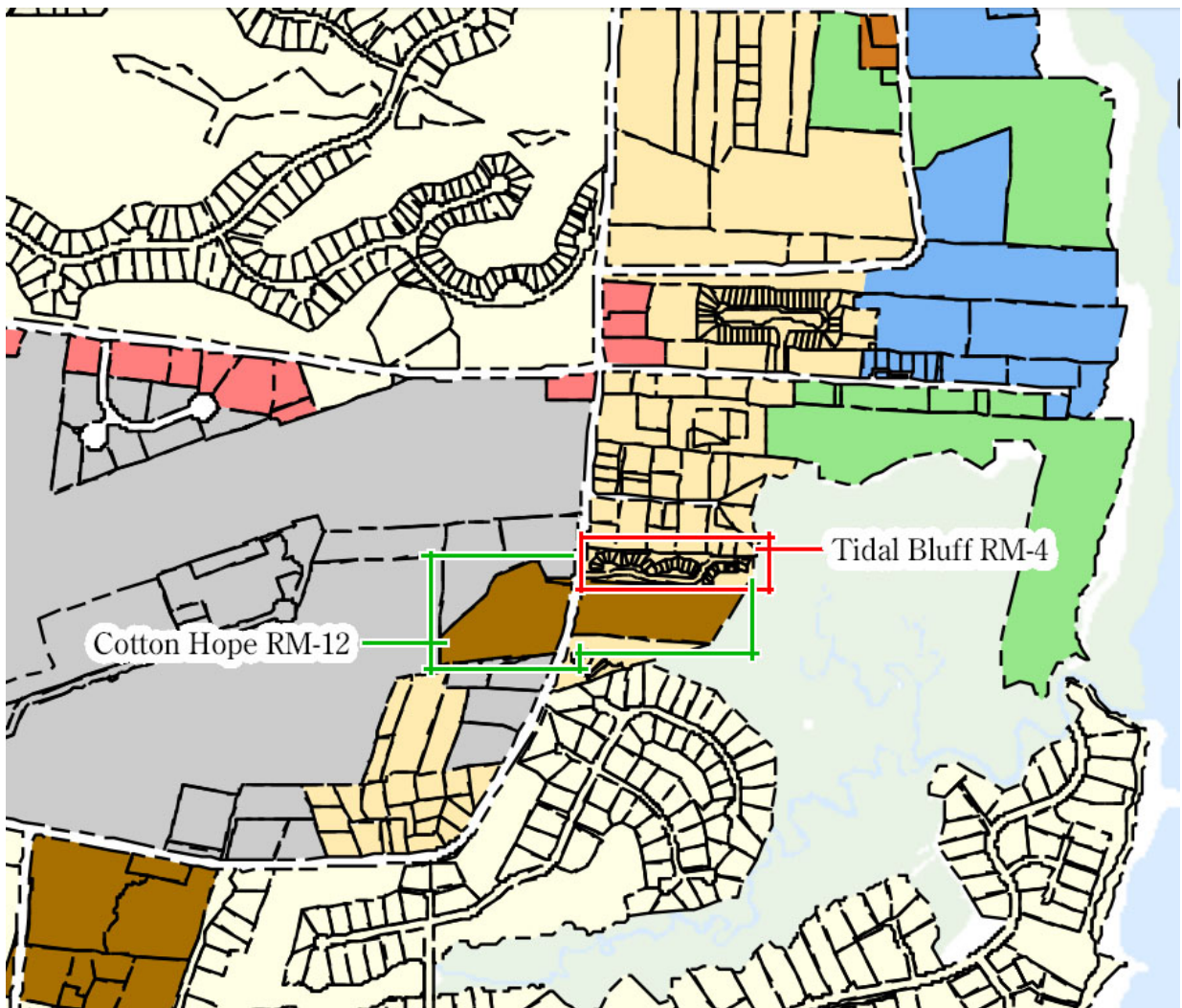
Attachment G  
Applicant Narrative 2 Tidal Bluff Road

La ciudad de la isla de Hilton Head tiene un sistema que escucha de Assisitive y un traductor español disponibles a petición. Llame por favor 843-341-4757 antes de la reunión para arreglar para estos servicios.

Kindest regards,



Michael G. Thomas  
Thomas Design Group, LLC, President  
Cordillo TB, LLC, Partner



End of document.





**EXHIBIT A**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2016 now payable, but not yet delinquent, and taxes and assessments for the year 2017 and subsequent years, which are a lien, but are not yet due and payable.
2. Easement to Palmetto Electric Cooperative, Inc., recorded in the Beaufort County Records in Book 1078 at Page 767.
3. Terms and conditions of Easement Agreement by and between the Town of Hilton Head and Group 2, Inc., recorded in the Beaufort County Records in Book 1540 at Page 597.
4. All easements and other matters, including OCRM critical line and that certain twenty (20') foot minimum OCRM buffer, as shown on plat recorded in the Beaufort County Records in Plat Book 119 at Page 143.
5. Rights of others and/or tenants in and to the use of the joint party wall situated between Units A and B of each building, and shown on Final Subdivision Plat of Tidal Bluff Townhomes, dated January 4, 2013, revised February 3, 2013 and recorded in the Beaufort County Records in Plat Book 137 at Page 49, and ALTA/NSPS Survey of Tidal Bluff Townhomes dated January 27, 2017, both prepared by Wesley R. Huneycutt.
6. Title to that portion of the Property lying between the high and low-water marks of the bank of Fish Haul Creek, and rights of upper and lower riparian owners in and to said Fish Haul Creek.
7. Interest created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or regulation, or by South Carolina Code §48-39-10 through 48-39-360, as amended, or any regulations promulgated pursuant to said state or federal laws.
8. Riparian rights or title to the portion of the Property which lies below the mean high water mark of the private pond areas adjacent to the Property.
9. Rights of tenants under unrecorded leases, as tenants only, with no right of first refusal or right to purchase.
10. Final Subdivision Plat of Tidal Bluff Townhomes, dated January 4, 2013, revised February 3, 2013 and recorded in the Beaufort County Records in Plat Book 137 at Page 49, and ALTA/NSPS Survey of Tidal Bluff Townhomes dated January 27, 2017, both prepared by Wesley R. Huneycutt, disclose the following:
  - a. buffers;
  - b. OCRM critical line; and
  - c. 20' and 40' setbacks.

Attachment G  
Applicant Narrative 2 Tidal Bluff Road

R510-005-000-0017-0011 (Unit 26A)  
R510-005-000-0017-0012 (Unit 28A)  
R510-005-000-0017-0013 (Unit 30A)  
R510-005-000-0017-0014 (Unit 32A)  
R510-005-000-0017-0015 (Unit 34A)  
R510-005-000-0017-0016 (Unit 5B)  
R510-005-000-0017-0017 (Unit 7B)  
R510-005-000-0017-0018 (Unit 9B)  
R510-005-000-0017-0019 (Unit 11B)  
R510-005-000-0017-0020 (Unit 13B)  
R510-005-000-0017-0021 (Unit 15B)  
R510-005-000-0017-0022 (Unit 17B) (now Unit 19B)  
R510-005-000-0017-0023 (Unit 21B)  
R510-005-000-0017-0024 (Unit 23B)  
R510-005-000-0017-0025 (Unit 25B)  
R510-005-000-0017-0026 (Unit 26B)  
R510-005-000-0017-0027 (Unit 28B)  
R510-005-000-0017-0028 (Unit 30B)  
R510-005-000-0017-0029 (Unit 32B)  
R510-005-000-0017-0030 (Unit 34B)  
R510-005-000-0017-0000 (open space, parking and right-of-way)

The property intended to be conveyed herein is the same property conveyed to the within Grantor by Deed from Atlas SC I SPE llc, a NC, LLC dated June 28, 2010, and recorded in book 2969 at page940.

**THIS CONVEYANCE IS MADE SUBJECT TO** the matters shown on **Exhibit A** attached hereto and forming a part hereof.

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

**TO HAVE AND TO HOLD** all and singular the said premises before mentioned, unto the Grantee, its successors and assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

**AND** Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against Grantor and its successors lawfully claiming or to claim the same, or any part thereof by, through or under Grantor.

# Attachment G

## Applicant Narrative 2 Tidal Bluff Road

ADD DMP Record 3/7/2017 08:06:10  
 --> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE  
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 Dist Map SMap Parcel Block Week  
 -----  
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# Attachment G

## Applicant Narrative 2 Tidal Bluff Road

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ADD DMP Record 3/7/2017 08:06:11  
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 Dist Map SMap Parcel Block Week  
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 BEAUFORT COUNTY TAX MAP REFERENCE  
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 Dist Map SMap Parcel Block Week  
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 R510 005 000 0400 0000 00

# Attachment G

## Applicant Narrative 2 Tidal Bluff Road

ADD DMP Record 3/7/2017 08:06:12  
-> Book/Page O BK 3554 PG 2323A  
BEAUFORT COUNTY TAX MAP REFERENCE  
Dist Map SMap Parcel Block Week  
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BEAUFORT COUNTY TAX MAP REFERENCE  
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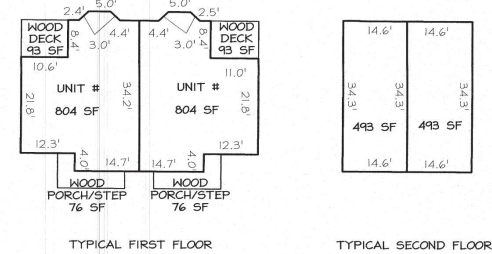
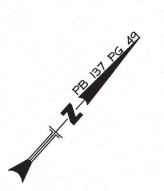
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Attachment G  
Applicant Narrative 2 Tidal Bluff Road

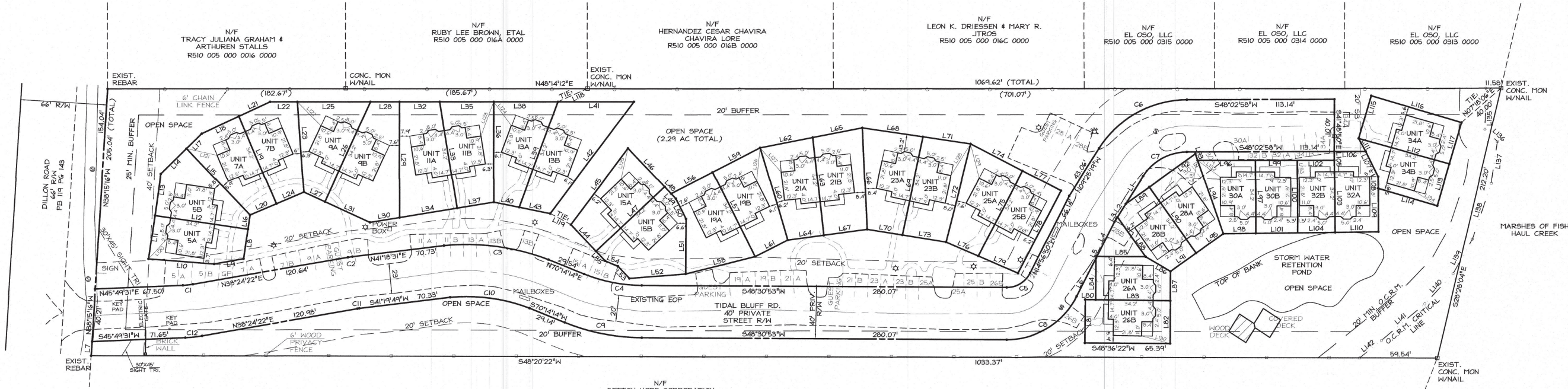
Exhibit B

- NOTES:
1. AREAS ARE CALCULATED BY THE COORDINATE COMPUTATION METHOD.
  2. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS UNLESS OTHERWISE NOTED.
  3. PARCEL ID: R510 005 000 0017 0000
  4. DEED REF/TITLE SOURCE: PB 137 PG 49, DB 2969 PG 940 MAP REF: PB 119 PG 143, PB 91 PG 129
  5. ZONED: RM-4
  6. AREAS:  
TOTAL SITE AREA: 4.96 AC  
R/W AREA: 0.95 AC  
TOTAL LOT AREA: 1.72 AC  
OPEN SPACE PROVIDED: 2.24 AC (46.2%)  
MIN OPEN SPACE REQUIRED: 0.69 AC
  7. TOTAL NUMBER OF LOTS: 30
  8. 20' SETBACK FROM R/W OF TIDAL BLUFF RD.
  9. THIS PROPERTY IS LOCATED IN FEMA ZONE A7 AS SHOWN ON FIRM PANEL 450250 0000, MAP REVISED SEPTEMBER 29, 1986, BASE FLOOD ELEVATION=14.0'
  10. THIS PROPERTY LIES EITHER PARTIALLY OR WHOLLY WITHIN THE HILTON HEAD ISLAND AIRPORT OVERLAY DISTRICT AND IS SUBJECT TO NOISE THAT MAY BE OBJECTIONABLE.
  11. FIELD WORK PERFORMED NOVEMBER 21, 2016.



AREA CALCULATIONS (30 UNITS)

LOCATION	EACH	TOTAL
FIRST FLOOR AREA	804 SF	24,120 SF
SECOND FLOOR AREA	493 SF	14,790 SF
PORCH AREAS	76 SF	2,284 SF
TOTAL	1,373 SF	44,164 SF
PAVED PARKING AREA	N/A	39,854 SF
WALKWAYS	N/A	6,185 SF



LOT DATA:

LOT #	AREA (sq. ft.)	AREA (acres)
5A	2,179	0.050
5B	2,555	0.059
7A	2,519	0.058
7B	2,542	0.059
9A	2,697	0.062
9B	3,646	0.084
11A	3,218	0.074
11B	2,775	0.064
13A	2,748	0.063
13B	3,541	0.081
15A	2,479	0.057
15B	3,035	0.070
17A	2,767	0.064
17B	2,508	0.058
19A	2,565	0.059
19B	2,768	0.064
21A	2,855	0.066
21B	2,741	0.063
23A	2,687	0.062
23B	2,403	0.055
25A	1,817	0.042
25B	2,151	0.049
27A	2,191	0.049
27B	1,946	0.045
29A	1,941	0.045
29B	1,792	0.041
31A	1,971	0.045
31B	1,574	0.036
33A	2,417	0.055
33B	1,894	0.043

LINE TABLE

LINE	LENGTH	BEARING
L1	24.93	S04°25'19"E
L2	12.07	S04°25'19"E
L3	41.3	S04°25'19"E
L4	29.83	S14°56'50"E
L5	1.75	S14°56'50"E
L6	32.62	S14°56'50"E
L7	10.78	S38°15'16"E
L8	22.95	S33°37'58"E
L9	22.89	S30°19'07"E
L10	50.55	N52°36'52"E
L11	33.59	S33°37'58"E
L12	72.20	N62°33'32"E
L13	32.60	S33°37'58"E
L14	27.78	S03°43'05"W
L15	70.66	N85°11'48"W
L16	11.00	S33°37'58"E
L17	16.28	S03°43'05"W
L18	31.43	S23°21'24"W
L19	73.18	S64°51'22"E
L20	22.00	N25°08'38"E
L21	26.39	S23°21'24"W
L22	20.93	N48°14'12"E
L23	69.58	N45°52'47"W
L24	23.00	N25°08'38"E
L25	56.20	N48°14'12"E
L26	84.41	N17°11'14"W
L27	17.70	N72°48'46"E
L28	22.24	N48°14'12"E
L29	88.85	N41°45'48"W
L30	23.06	N30°55'18"E
L31	38.04	N72°48'46"E
L32	30.78	N48°14'12"E
L33	82.69	S51°04'42"E
L34	44.76	N38°55'18"E
L35	41.49	N48°14'12"E
L36	76.99	N41°45'48"W
L37	28.48	N38°55'18"E
L38	49.35	N48°14'12"E
L39	86.24	S21°31'30"E
L40	19.91	S49°36'32"E
L41	58.39	N48°14'12"E
L42	107.18	N45°52'47"W
L43	24.36	N59°36'32"E
L44	28.14	S85°08'13"E
L45	73.25	N04°52'21"W
L46	40.53	S85°08'13"E

LINE TABLE

LINE	LENGTH	BEARING
L47	72.20	N04°51'47"E
L48	7.31	S85°08'13"E
L49	5.36	S85°08'13"E
L50	17.37	S49°36'32"E
L51	42.23	S41°38'07"E
L52	43.29	S43°33'58"W
L53	12.88	S85°08'13"E
L54	10.66	N70°44'22"E
L55	10.25	S85°08'13"E
L56	36.04	N21°01'32"E
L57	72.54	S48°12'51"E
L58	54.88	S34°12'09"W
L59	41.01	N21°01'32"E
L60	74.07	N58°19'40"W
L61	28.00	N21°33'30"E
L62	41.01	N37°12'40"E
L63	76.54	S48°12'51"E
L64	27.88	N40°27'23"E
L65	38.85	N37°12'40"E
L66	78.03	N44°26'33"W
L67	33.60	N40°27'23"E
L68	47.05	N56°35'38"E
L69	77.09	S23°52'05"E
L70	27.35	N57°20'22"E
L71	36.98	N56°35'38"E
L72	77.77	N27°42'35"W
L73	34.02	N57°20'22"E
L74	44.95	N75°46'23"E
L75	73.61	S14°13'37"E
L76	26.89	N71°28'46"E
L77	33.20	N75°46'23"E
L78	71.12	N14°13'37"W
L79	33.29	N71°28'46"E
L80	8.00	S49°00'34"W
L81	33.12	S41°23'38"E
L82	32.66	S41°23'38"E
L83	57.39	S49°00'34"W
L84	31.76	S41°23'38"E
L85	37.38	S48°36'22"W
L86	22.21	S78°37'13"W
L87	22.63	S41°23'38"E
L88	37.32	S77°23'17"E
L89	22.02	S12°44'44"W
L90	62.11	S77°23'17"E
L91	24.15	N12°39'43"E
L92	43.71	S12°44'44"W

LINE TABLE

LINE	LENGTH	BEARING
L93	5.29	N61°00'06"W
L94	59.36	N61°00'06"W
L95	25.53	N12°39'43"E
L96	44.42	N48°10'16"E
L97	55.79	S41°44'44"E
L98	24.93	N47°31'29"E
L99	32.12	N48°10'16"E
L100	55.42	S41°44'44"E
L101	32.12	N47°31'29"E
L102	28.38	N48°10'16"E
L103	55.10	S42°14'38"E
L104	20.68	N47°31'29"E
L105	6.74	S42°14'38"E
L106	24.16	S48°07'58"E
L107	21.58	N67°53'58"W
L108	9.90	S41°55'10"E
L109	33.21	S41°55'10"E
L110	33.27	N47°31'29"E
L111	11.33	N70°31'57"W
L112	72.21	N63°51'47"E
L113	33.46	S25°17'37"E
L114	47.00	S64°42'23"E
L115	34.00	S25°17'37"E
L116	72.20	N44°23'23"E
L117	32.94	S25°17'37"E
L118	24.95	N24°11'42"E
L119	18.07	S76°26'03"W

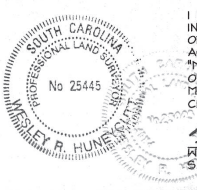
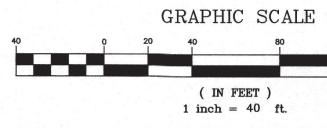
LINE TABLE

LINE	LENGTH	BEARING
L120	21.04	N01°04'05"E
L121	24.15	N61°00'06"W
L122	25.88	S86°27'50"E
L123	27.91	S21°28'30"E
L124	22.74	S78°32'29"E
L125	24.41	S29°41'17"E
L126	25.69	S19°18'50"W
L127	24.79	S82°32'13"E
L128	28.68	S09°58'51"E
L129	27.21	S55°46'27"E
L130	22.73	S55°46'27"E
L131	20.60	S41°42'33"E
L132	21.58	N84°33'59"E
L133	12.95	S48°07'58"E
L134	20.92	S81°22'35"W
L135	31.44	S40°49'41"E
L136	13.30	S87°10'05"E
L137	32.30	S33°14'42"E
L138	45.14	S23°01'49"E
L139	30.31	S12°33'49"E
L140	31.73	S01°37'00"W
L141	43.53	S08°00'30"W
L142	21.34	S09°34'19"W

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	7.77	60.00	7.76	N42°06'57"E
C2	3.55	70.00	3.55	S39°51'26"W
C3	81.71	175.52	80.97	S55°49'14"W
C4	45.50	120.00	45.22	N59°23'34"E
C5	22.15	20.00	21.04	N16°47'01"E
C6	80.25	80.00	76.92	S19°18'50"W
C7	40.12	40.00	38.46	S19°18'50"W
C8	66.46	60.00	63.11	N16°47'01"E
C9	60.66	160.00	60.30	N59°23'34"E
C10	61.96	155.52	61.42	S55°49'14"W
C11	1.53	30.00	1.53	S39°51'26"W
C12	12.95	100.00	12.94	N42°06'57"E

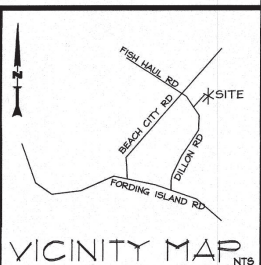
FLOOD ZONE DISCLOSURE:  
SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE "MINIMUM" STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.  
Wesley R. Honecutt 12/2/16  
WESLEY R. HONECUTT  
S.C. PLS# 25445

LINETYPE LEGEND

PUBLIC R/W	---
ADJOINER	---
PROPERTY LINE	---
SETBACK	---
BUFFER	---
EXISTING EOP	---
CRITICAL LINE	---
GP	○
GUEST PARKING	○
LAMP POST	○
REBAR	○
CONCRETE MONUMENT	○



Control Point, Inc.  
6150 Harris Technology Blvd.  
Charlotte, NC 28269  
Phone: (704) 999-1010  
Fax: (704) 999-1120  
NC: C-2725  
SC: COA 3489

BOUNDARY SURVEY  
OF  
TIDAL BLUFF TOWNHOMES  
HILTON HEAD ISLAND  
BEAUFORT COUNTY, SOUTH CAROLINA

OWNER:  
CITY REAL PROPERTY, LLC  
1001 WEST BLY.  
CHARLOTTE, NC 28269

DRAWN BY:  
LRS/STB

APPROVED BY:  
LRS

DATE:  
1/4/2017

JOB NAME:  
CITY REAL PROPERTY

SHEET NO. 1 OF 1

SCALE:  
1"=40' (H)  
(V)

SURVEY PREPARED FOR:  
RIO VALERIANO

VICINITY MAP  
NTS



**Distance Legend**

- Harris Teeter	2.80 mi	- Port Royal (Westin)	3.80 mi
- Walmart/Publix	3.40 mi	- Palmetto Dunes (Marriott)	5.53 mi
- Northridge Plaza	2.00 mi	- Shipyard (Sonesta)	7.65 mi
		- Sea Pines (Front Gate)	7.11 mi



**Typical Duplex Information:**

Three Bedroom Duplex = 30 total units (180 beds)  
(2 Baths, Kitchen, Dining, Great Rm, Screened Porch)

**Typical Duplex Square Footages:**

Typical First Floor = 804 SF  
Typical Second Floor = 493 SF



A New Residential Project for:  
**Tidal Bluff Duplexes**  
Dillon Road  
Hilton Head Island, South Carolina

**THOMAS**  
DESIGN GROUP, INC  
74 Sparrowheel Lane  
Hilton Head Island, SC 29926  
843.715.9434

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Disclaimer:  
TDG, Inc. waives any and all responsibility and liability which arise from the failure to follow the drawings, related documents, specified products, material and methods of construction and the design intent they convey, or from any other failures to obtain and/or follow TDG's guidance w/ respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which may be alleged.

TDG Project # 2017.02

**C100**

Architectural Site Plan

**Exhibit D1**

**Applicant Narrative 2 Tidal Bluff Road**



Billing Date	June 20, 2019
Invoice Number	62535

Acct No	Service Address	Meter No	Meter Rdgs	Days	Bill Period	Mult	KWH	Actual KW	Billed KW	
Rate		Electric Last Year	Electric Last Month	Current Electric	Outdoor Lighting	Other Charges	Bal Fwd	Tax	Roundup®	Total Due
235301001	TIDAL BLUFF-OUTDOOR LIGHTS	0	0 - 0	32	May 19 - Jun 20	0	0	0.000	0.000	
Commercial Lighting	0.00	0.00	0.00	262.49	0.00	0.00	26.79	0.00	<b>289.28</b>	
235301002	TIDAL BLUFF RD 32A	124617905	40802 - 42458	31	May 16 - Jun 16	1	1656	0.000	0.000	
Residential Electric	217.91	129.96	186.57	0.00	0.00	0.00	5.60	0.83	<b>193.00</b>	
235301003	TIDAL BLUFF RD 21A	124611924	55915 - 57278	31	May 16 - Jun 16	1	1363	0.000	0.000	
Residential Electric	146.31	137.79	156.56	0.00	0.00	0.00	4.70	0.74	<b>162.00</b>	
235301004	TIDAL BLUFF RD 9B	121288528	82025 - 83788	31	May 16 - Jun 16	1	1763	0.000	0.000	
Residential Electric	180.38	158.22	197.52	0.00	0.00	0.00	5.93	0.55	<b>204.00</b>	
235301005	TIDAL BLUFF RD 19B	115606470	3532 - 5640	31	May 16 - Jun 16	1	2108	0.000	0.000	
Residential Electric	163.49	122.52	232.85	0.00	5.95	0.00	6.99	0.21	<b>246.00</b>	
235301006	TIDAL BLUFF RD 15B	121288035	77271 - 78866	31	May 16 - Jun 16	1	1595	0.000	0.000	
Residential Electric	152.49	122.01	180.32	0.00	0.00	0.00	5.41	0.27	<b>186.00</b>	
235301007	TIDAL BLUFF-SEC GATE	105284153	14865 - 15071	31	May 16 - Jun 16	1	206	0.000	0.000	
Small Commercial	36.11	34.91	38.94	0.00	0.00	0.00	3.98	0.08	<b>43.00</b>	
235301008	TIDAL BLUFF RD 30A	115606220	93461 - 96054	31	May 16 - Jun 16	1	2593	0.000	0.000	
Residential Electric	233.84	252.51	282.51	0.00	0.00	0.00	8.48	0.01	<b>291.00</b>	
235301009	TIDAL BLUFF RD 7A	124642422	46307 - 47193	31	May 16 - Jun 16	1	886	0.000	0.000	
Residential Electric	158.28	111.49	107.73	0.00	0.00	0.00	3.23	0.04	<b>111.00</b>	
235301010	TIDAL BLUFF RD 19A	124642420	44049 - 46438	31	May 16 - Jun 16	1	2389	0.000	0.000	
Residential Electric	195.04	190.82	261.62	0.00	0.00	0.00	7.85	0.53	<b>270.00</b>	
<b>Total Charges Due On July 5, 2019</b>									<b>\$6,971.28</b>	

This bill amount is payable in full on or before the due date or draft date.

**Are you prepared for summer storms?**  
 visit [palmetto.coop](http://palmetto.coop) for storm preparedness information  
**Power Out?**  
 Call **1-866-445-5551** or use our **FREE Mobile App.**

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

SC09400F

PALMETTO ELECTRIC COOPERATIVE INC  
 4063 GRAYS HWY  
 RIDGELAND SC 29936-4360  
 Temp-Return Service Requested



<b>Member Number</b>	235301
<b>Invoice Number</b>	62535
<b>Payment Due Date</b>	July 5, 2019
<b>Total Amount Due</b>	\$6,971.28

\*\*\*\*\*AUTO\*\*5-DIGIT 29901



CORDILLO TB LLC 1  
 PO BOX 21809 178  
 HILTON HEAD ISLAND SC 29925-1809



PALMETTO ELECTRIC COOPERATIVE INC  
 PO BOX 530812  
 ATLANTA GA 30353-0812



01077 00235301000 6 0000062535 000697128 000697128 5

Applicant Narrative 2 Tidal Bluff Road



Billing Date	June 20, 2019
Invoice Number	62535

Acct No	Service Address	Meter No	Meter Rdgs	Days	Bill Period	Mult	KWH	Actual KW	Billed KW	
Rate		Electric Last Year	Electric Last Month	Current Electric	Outdoor Lighting	Other Charges	Bal Fwd	Tax	Roundup®	Total Due
235301011	TIDAL BLUFF RD 5B	124637814	50593 - 52035	31	May 16 - Jun 16	1	1442	0.000	0.000	
Residential Electric		147.37	123.25	164.65	0.00	0.00	0.00	4.94	0.41	<b>170.00</b>
235301012	TIDAL BLUFF RD 13B	124637259	70223 - 73801	31	May 16 - Jun 16	1	3578	0.000	0.000	
Residential Electric		155.96	333.49	383.36	0.00	0.00	0.00	11.50	0.14	<b>395.00</b>
235301013	TIDAL BLUFF RD 21B	124635919	75579 - 77958	31	May 16 - Jun 16	1	2379	0.000	0.000	
Residential Electric		243.00	195.66	260.59	0.00	0.00	0.00	7.82	0.59	<b>269.00</b>
235301014	TIDAL BLUFF RD 28B	124634906	66359 - 68022	31	May 16 - Jun 16	1	1663	0.000	0.000	
Residential Electric		210.77	146.57	187.28	0.00	0.00	0.00	5.62	0.10	<b>193.00</b>
235301015	TIDAL BLUFF RD 34B	109968246	5183 - 7272	31	May 16 - Jun 16	1	2089	0.000	0.000	
Residential Electric		223.12	188.55	230.90	0.00	0.00	0.00	6.93	0.17	<b>238.00</b>
235301016	TIDAL BLUFF RD 23B	124636982	53449 - 54840	31	May 16 - Jun 16	1	1391	0.000	0.000	
Residential Electric		181.92	122.84	159.43	0.00	0.00	0.00	4.78	0.79	<b>165.00</b>
235301017	TIDAL BLUFF RD 25A	124639736	57220 - 59228	31	May 16 - Jun 16	1	2008	0.000	0.000	
Residential Electric		201.02	148.93	222.61	0.00	0.00	0.00	6.68	0.71	<b>230.00</b>
235301018	TIDAL BLUFF RD 13A	121287268	76963 - 79012	31	May 16 - Jun 16	1	2049	0.000	0.000	
Residential Electric		210.00	178.13	226.81	0.00	0.00	0.00	6.80	0.39	<b>234.00</b>
235301019	TIDAL BLUFF RD 26B	124642418	51141 - 53952	31	May 16 - Jun 16	1	2811	0.000	0.000	
Residential Electric		264.62	210.83	304.83	0.00	0.00	0.00	9.14	0.03	<b>314.00</b>
235301020	TIDAL BLUFF RD 26A	124640365	47216 - 49300	31	May 16 - Jun 16	1	2084	0.000	0.000	
Residential Electric		177.87	191.44	230.39	0.00	0.00	0.00	6.91	0.70	<b>238.00</b>
235301021	TIDAL BLUFF RD 32B	121288063	96059 - 98428	31	May 16 - Jun 16	1	2369	0.000	0.000	
Residential Electric		257.86	223.42	259.57	0.00	0.00	0.00	7.79	0.64	<b>268.00</b>
235301022	TIDAL BLUFF RD 11A	124642933	34276 - 35802	31	May 16 - Jun 16	1	1526	0.000	0.000	
Residential Electric		166.29	126.86	173.25	0.00	0.00	0.00	5.20	0.55	<b>179.00</b>



Applicant Narrative 2 Tidal Bluff Road



Billing Date	June 20, 2019
Invoice Number	62535

Acct No	Service Address	Meter No	Meter Rdgs	Days	Bill Period	Mult	KWH	Actual KW	Billed KW	
Rate		Electric Last Year	Electric Last Month	Current Electric	Outdoor Lighting	Other Charges	Bal Fwd	Tax	Roundup®	Total Due
235301023	TIDAL BLUFF RD 11B	124642423	48318 - 50428	31	May 16 - Jun 16	1	2110	0.000	0.000	
Residential Electric		202.09	151.31	233.05	0.00	0.00	0.00	6.99	0.96	<b>241.00</b>
235301024	TIDAL BLUFF RD 23A	115606972	82398 - 84342	31	May 16 - Jun 16	1	1944	0.000	0.000	
Residential Electric		177.77	153.47	216.05	0.00	0.00	0.00	6.48	0.47	<b>223.00</b>
235301025	TIDAL BLUFF RD 25B	124636989	63711 - 65891	31	May 16 - Jun 16	1	2180	0.000	0.000	
Residential Electric		240.30	161.73	240.22	0.00	0.00	0.00	7.21	0.57	<b>248.00</b>
235301026	TIDAL BLUFF RD 28A	109969709	87673 - 89222	31	May 16 - Jun 16	1	1549	0.000	0.000	
Residential Electric		189.64	145.85	175.61	0.00	0.00	0.00	5.27	0.12	<b>181.00</b>
235301027	TIDAL BLUFF RD 30B	124617903	51131 - 53274	31	May 16 - Jun 16	1	2143	0.000	0.000	
Residential Electric		232.48	201.03	236.43	0.00	0.00	0.00	7.09	0.48	<b>244.00</b>
235301028	TIDAL BLUFF RD 34A	124617904	40621 - 42239	31	May 16 - Jun 16	1	1618	0.000	0.000	
Residential Electric		222.83	144.71	182.67	0.00	0.00	0.00	5.48	0.85	<b>189.00</b>
235301029	TIDAL BLUFF RD 5A	115606218	32221 - 33581	31	May 16 - Jun 16	1	1360	0.000	0.000	
Residential Electric		207.97	132.43	156.25	0.00	0.00	0.00	4.69	0.06	<b>161.00</b>
235301030	TIDAL BLUFF RD 7B	75760376	14812 - 16536	31	May 16 - Jun 16	1	1724	0.000	0.000	
Residential Electric		147.47	138.62	193.52	0.00	0.00	0.00	5.81	0.67	<b>200.00</b>
235301031	TIDAL BLUFF RD 9A	124636988	41588 - 43488	31	May 16 - Jun 16	1	1900	0.000	0.000	
Residential Electric		241.65	163.69	211.55	0.00	0.00	0.00	6.35	0.10	<b>218.00</b>
235301032	TIDAL BLUFF RD 15A	124616059	73121 - 74638	31	May 16 - Jun 16	1	1517	0.000	0.000	
Residential Electric		163.10	139.44	172.33	0.00	0.00	0.00	5.17	0.50	<b>178.00</b>



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Charter Communications Attn: <u>Community Solutions</u> Address: <u>3140 West Arrowood Rd</u> <u>Charlotte, NC 28273</u>
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*Above for recorders use only*

**NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**  
**Exclusive Use and Exclusive Marketing**

This Installation and Service Agreement (“Agreement”) between Time Warner Cable Enterprises LLC (“Operator”) and Cordillo TB, LLC (“Owner”) is dated this 16 day of October 2018 (“Effective Date”). Capitalized terms used in this Agreement shall have the same meaning as specified in the “Basic Information” Section below.

<b>BASIC INFORMATION</b>	
<b>Premises (or Property) (further described in Exhibit A):</b> Premises Name: Tidal Bluff Number of Units: 30 Street Address: 34B Tidal Bluff Rd City/State/Zip: Hilton Head Island, SC 29928	
<b>Notices:</b> Owner Name: Cordillo TB, LLC Address: P.O. Box 21809 Hilton Head Island, SC 29925 Phone: (843) 301-4400	
<b>Agreement Term:</b> The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 1 years unless either party provides written notice of termination not less than six (6) months prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> 10/16/2018	<b>Expiration Date:</b> 10/15/2023
<b>Services:</b> Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, “Video Service”), Internet access services, and/or voice services.	
<b>Equipment:</b> All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring, conduit, customer premises equipment such as converters/receivers/set top boxes and modems (“CPE”), electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	

**1. Grant.** In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter). Upon termination of

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Applicant Narrative 2 Tidal Bluff Road

this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within ninety (90) days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

**2. Services; Equipment.** Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises (“Residents”). Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the Term of this Agreement. Operator may, with or without notice and without breaching this Agreement, disconnect or refuse to provide Services to any person who (i) fails to execute and/or abide by Operator’s standard customer agreements, terms of use or acceptable use policies, or other requirements imposed by Operator from time to time; or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall be entitled to charge the Resident Operator’s then-current standard disconnection and reconnection fees. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services, or add to, discontinue or change the rates and Services or any features or components available to the Premises as Operator may deem necessary or desirable in its sole discretion.

Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. Operator’s maintenance and repair obligation to the Internal Wiring (defined below) during the term of the Agreement is only to that Internal Wiring being used to serve its subscribers on the Premises. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, Operator shall convey all its right, title, and interest in and to the Internal Wiring to the Owner which shall be deemed to be owned by and constitute the personal property of the Owner. The internal wiring located within any building, which includes “cable home wiring” and “home run wiring”<sup>1</sup> (the “Internal Wiring”) shall, without limitation, exclude CPE, electronics, active components, and exterior Equipment. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator’s delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including the Inside Wiring) to provide services to the Residents or occupants. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Premises Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Owner’s private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator’s Services by the use of distinct facilities separate from the Equipment (subject to Section 3 “Marketing Privileges”); or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider of services the right of access to the Premises to provide its services to Residents of the Premises as long as such grant does not interfere with Operator’s delivery of Services on the Premises and does not breach Operator’s rights granted pursuant to this Agreement.

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<sup>1</sup> The terms “cable home wiring and “home run wiring” are defined at 47 CFR §§ 76.5(II) and 76.800(d).

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Applicant Narrative 2 Tidal Bluff Road

Without limiting Operator's exclusive rights to use Internal Wiring and the Equipment, should either (A) an antenna, or signal amplification system; (B) any Owner modification, relocation of, and/or work on the Internal Wiring hereunder; or (C) any damage to or use of the Internal Wiring by Owner or another provider of services granted access to the Premises to provide its service interfere with the provision of Operator's Services hereunder, Owner shall eliminate such interference immediately. Owner shall be responsible and reimburse Operator for damage to any part of the System or Equipment caused by Owner or its affiliates and its and their employees, contractors or agents. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

**3. Marketing Privileges.** Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the Residents, and allowing, at Operator's request, the display of advertising materials in common areas of the Property and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have exclusive right to market the provision of WiFi at the Premises.

**4. Assignment.** This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

**5. Representations and Warranties.** Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto.

**6. Breach of Agreement.** In the event of a default by a party hereto in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days' prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.



Attachment G  
Applicant Narrative 2 Tidal Bluff Road

**7. Indemnification.** Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

**8. Limitation of Liability.** Notwithstanding anything to the contrary stated hereunder, Operator and Owner will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

**9. Automatic Default.** Owner agrees during the term of the Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of the Agreement.

**10. Severability.** If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

**11. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control (a "Force Majeure Event"), including (but not limited to) acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers. Such nonperformance will be excused only for so long as such condition exists.

**12. Mandatory Access Laws.** Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

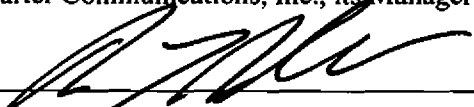
**13. Jurisdiction.** This Agreement shall be governed by federal law and the laws of the state in which the Premises are located (excluding said state's choice of law provisions).

Attachment G  
Applicant Narrative 2 Tidal Bluff Road

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

**OPERATOR**

Time Warner Cable Enterprises LLC  
By: Charter Communications, Inc., its Manager

By: 

Printed Name: Lynn Dodson

Title: Director, Spectrum Community Solutions


Date: 10/29/16

Witness:

Witness:

**OWNER**

Cordillo TB, LLC

By: 

Printed Name: JOSEPH P. CONCEPCION

Title: VICE PRESIDENT

Date: 10-11-18

Witness: 

Witness: 

Attachment G  
Applicant Narrative 2 Tidal Bluff Road

STATE OF NC.  
COUNTY OF Mecklenburg

On 10-24-18 before me, R. Lynn Dodson, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KENNETH W. ALEXANDER  
NOTARY PUBLIC  
Cabarrus County  
North Carolina  
My Commission Expires October 7, 2019

Signature Kenneth Alexander Expiration Date: 10-7-19

STATE OF Illinois  
COUNTY OF Cook

On 10/11/18 before me, Joseph P. Concepcion, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nicole Clark

OFFICIAL SEAL  
NICOLE CLARK  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/20/20

Attachment G  
Applicant Narrative 2 Tidal Bluff Road

**EXHIBIT "A"**  
[Owner to insert legal description of Premises.]



Attachment G  
Applicant Narrative 2 Tidal Bluff Road

R510-005-000-0017-0011 (Unit 26A)  
R510-005-000-0017-0012 (Unit 28A)  
R510-005-000-0017-0013 (Unit 30A)  
R510-005-000-0017-0014 (Unit 32A)  
R510-005-000-0017-0015 (Unit 34A)  
R510-005-000-0017-0016 (Unit 5B)  
R510-005-000-0017-0017 (Unit 7B)  
R510-005-000-0017-0018 (Unit 9B)  
R510-005-000-0017-0019 (Unit 11B)  
R510-005-000-0017-0020 (Unit 13B)  
R510-005-000-0017-0021 (Unit 15B)  
R510-005-000-0017-0022 (Unit 17B) (now Unit 19B)  
R510-005-000-0017-0023 (Unit 21B)  
R510-005-000-0017-0024 (Unit 23B)  
R510-005-000-0017-0025 (Unit 25B)  
R510-005-000-0017-0026 (Unit 26B)  
R510-005-000-0017-0027 (Unit 28B)  
R510-005-000-0017-0028 (Unit 30B)  
R510-005-000-0017-0029 (Unit 32B)  
R510-005-000-0017-0030 (Unit 34B)  
R510-005-000-0017-0000 (open space, parking and right-of-way)

The property intended to be conveyed herein is the same property conveyed to the within Grantor by Deed from Atlas SC I SPE llc, a NC, LLC dated June 28, 2010, and recorded in book 2969 at page940.

**THIS CONVEYANCE IS MADE SUBJECT TO** the matters shown on Exhibit A attached hereto and forming a part hereof.

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

**TO HAVE AND TO HOLD** all and singular the said premises before mentioned, unto the Grantee, its successors and assigns forever; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

**AND** Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against Grantor and its successors lawfully claiming or to claim the same, or any part thereof by, through or under Grantor.



**EXHIBIT A**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2016 now payable, but not yet delinquent, and taxes and assessments for the year 2017 and subsequent years, which are a lien, but are not yet due and payable.
2. Easement to Palmetto Electric Cooperative, Inc., recorded in the Beaufort County Records in Book 1078 at Page 767.
3. Terms and conditions of Easement Agreement by and between the Town of Hilton Head and Group 2, Inc., recorded in the Beaufort County Records in Book 1540 at Page 597.
4. All easements and other matters, including OCRM critical line and that certain twenty (20') foot minimum OCRM buffer, as shown on plat recorded in the Beaufort County Records in Plat Book 119 at Page 143.
5. Rights of others and/or tenants in and to the use of the joint party wall situated between Units A and B of each building, and shown on Final Subdivision Plat of Tidal Bluff Townhomes, dated January 4, 2013, revised February 3, 2013 and recorded in the Beaufort County Records in Plat Book 137 at Page 49, and ALTA/NSPS Survey of Tidal Bluff Townhomes dated January 27, 2017, both prepared by Wesley R. Huneycutt.
6. Title to that portion of the Property lying between the high and low-water marks of the bank of Fish Haul Creek, and rights of upper and lower riparian owners in and to said Fish Haul Creek.
7. Interest created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or regulation, or by South Carolina Code §48-39-10 through 48-39-360, as amended, or any regulations promulgated pursuant to said state or federal laws.
8. Riparian rights or title to the portion of the Property which lies below the mean high water mark of the private pond areas adjacent to the Property.
9. Rights of tenants under unrecorded leases, as tenants only, with no right of first refusal or right to purchase.
10. Final Subdivision Plat of Tidal Bluff Townhomes, dated January 4, 2013, revised February 3, 2013 and recorded in the Beaufort County Records in Plat Book 137 at Page 49, and ALTA/NSPS Survey of Tidal Bluff Townhomes dated January 27, 2017, both prepared by Wesley R. Huneycutt, disclose the following:
  - a. buffers;
  - b. OCRM critical line; and
  - c. 20' and 40' setbacks.



## Attachment G

## Applicant Narrative 2 Tidal Bluff Road

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0376	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0378	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0379	0000	00

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 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0380	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0381	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0382	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0383	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0384	0000	00

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 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0385	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0386	0000	00

ADD DMP Record 3/7/2017 08:06:10  
 -> Book/Page O BK 3554 PG 2323A  
 BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0387	0000	00

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 BEAUFORT COUNTY TAX MAP REFERENCE

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R510	005	000	0388	0000	00

## Attachment G

## Applicant Narrative 2 Tidal Bluff Road

ADD DMP Record 3/7/2017 08:06:11  
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 BEAUFORT COUNTY TAX MAP REFERENCE  
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 R510 005 000 0389 0000 00

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 R510 005 000 0392 0000 00

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 R510 005 000 0400 0000 00

# Attachment G

## Applicant Narrative 2 Tidal Bluff Road

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BEAUFORT COUNTY TAX MAP REFERENCE

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BEAUFORT COUNTY TAX MAP REFERENCE

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R510	005	000	0402	0000	00

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BEAUFORT COUNTY TAX MAP REFERENCE

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R510	005	000	0403	0000	00

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BEAUFORT COUNTY TAX MAP REFERENCE

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R510	005	000	0404	0000	00

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BEAUFORT COUNTY TAX MAP REFERENCE

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BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0406	0000	00









**BUS ROUTES**

- ROUTE 302** St. Helena, Lady's Island, Port Royal, Beaufort, Burton, Chelsea, Okatie, Bluffton and Hilton Head Island
- ROUTE 307** Gifford, Estill, Lena, Furman, Scotia, Garnett, Hardeeville, Pritchardville, Bluffton and Hilton Head Island
- ROUTE 308** Gillisonville, Pineland, Tybranch, Robertsville, Tarboro, Tillman, Wagonbranch, Ridgeland, Spring Hill, Mitchellville, Grahamville, Bluffton and Hilton Head Island
- ROUTE 309** Big Estate, Sheldon, Dale, Stuart Point, Grays Hill, Burton, Bluffton and Hilton Head Island
- ROUTE 310** Fairfax, Hampton, Varnville, Cummings, Early Branch, Yemassee, , Okatie, Bluffton and Hilton Head Island
- ROUTE 311** Allendale, Fairfax, Brunson, Hampton, Varnville, Cummings, Early Branch, Yemassee, Sun City, Bluffton and Hilton Head Island
- ROUTE 320** Ruffin, Walterboro, Hendersonville, Jonesville, Yemassee, Point South, Bluffton and Hilton Head Island

**DEMAND RESPONSE**

- ROUTE 501** Dale, Stuart Point, Grays Hill, Port Royal, Shell Point, Beaufort and Burton
- ROUTE 502** St. Helena, Lady's Island, Port Royal, Beaufort and Burton
- ROUTE 503** Okatie, Bluffton and Hilton Head Island
- ROUTE 702** Big Estate, Sheldon, Lobeco, and Beaufort Area

**COORDINATED ROUTES**

- ROUTE 401** Hilton Head Island & Bluffton
- ROUTE 850** Hardeeville and Ridgeland
- ROUTE 860** Hilton Head Island, Bluffton, Okatie, Beaufort
- ROUTE 861** Bluffton and Okatie



**Public Transportation**  
Serving Allendale, Beaufort, Colleton, Hampton, and Jasper Counties



**843.757.5782**

P.O. Box 2029 • 25 Benton Field Rd.  
Bluffton, SC 29910  
[www.palmettobreezetransit.com](http://www.palmettobreezetransit.com)

**EFFECTIVE DATE SEPTEMBER 1, 2015**

# PalmettoBreeze

## About the Breeze!

Palmetto Breeze provides a wide variety of public transportation services in five Lowcountry counties. This brochure offers information about each of these services and explains how to take advantage of the different transportation options available. The Breeze offers service Monday through Sunday from 4:30 a.m. until 8:00 p.m. Call 843-757-5782 for route schedule information.



## Fixed Routes

If you're riding to and from work or just taking a trip to the coast, you'll travel in air conditioned comfort on 40 foot coaches. The Breeze offers seven fixed bus



routes to and from locations in Allendale, Beaufort, Colleton, Hampton, and Jasper Counties to Hilton Head Island.

One-way cash fares range from only \$2.50 to \$4.00. Take advantage of a 10% savings when you purchase weekly and/or monthly tickets!

## Demand Response

In Beaufort County you may call at least a day in advance and arrange for a van to pick you up at your location, take you to your destination and pick you up at an appointed time. Return trips can either be pre-arranged or you may call for pick up when you are ready.

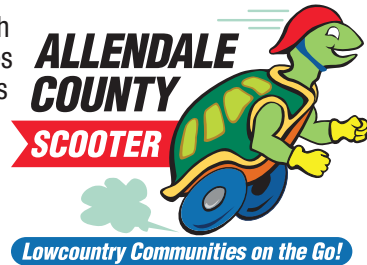
Fares range from only \$3.75 to \$14.00 per one-way trip. Call 843-757-5782 for more information.

## Connecting Lowcountry Communities!

The Breeze also provides scheduling assistance for coordinated transportation service in Allendale County.

Allendale County Scooter: Call toll free at 866-230-4397 (locally 803-584-3470) for more information.

Tickets are \$2.00 each way for every ten miles traveled. Reservations must be made a day in advance.



## Lowcountry Coordination

Palmetto Breeze is expanding service throughout Beaufort, Colleton, Hampton, and Jasper Counties through partnerships with other transportation providers in the area. This new coordinated service is made possible through the use of vacant seats on transportation provider vehicles that are already on the road. Just give the Mobility Manager a call with your name, address, where you want to go, and what time you want to arrive at your destination at least one day in advance of your desired trip and we'll put you on a vehicle that's going your way!

## Community Resource Book

Located at [www.palmettobreezetransit.com](http://www.palmettobreezetransit.com), the Community Resource Book offers users the ability to gather information from a wide variety of human service agencies and other resources located throughout the region. Resources include information for employment, medical, aging, disabilities, veterans services, and others in an easily searchable database.



The information contained in this brochure is also available in alternative formats and may be obtained by calling 843-757-5782.

## Breeze Deals!

- Weekly tickets can save you 10%
- Monthly tickets can save you 10%
- Catch the Breeze for FREE! Call 843-757-5782 for more information.

## Put the Bus in Your Business!

- Attract productive employees
- Reduce your company's taxes
- Give your employees a pre-tax commuter benefit at no cost to you!

Call us to discuss how we can help address your other transportation needs – 843-757-5782



## Bicycles

Bring your bike along for the ride on the Palmetto Breeze. It's fast, it's easy and your bike rides FREE!

FARE STRUCTURE			
Stops	Full Fare	Weekly Ticket*	Monthly Ticket*
<b>Beaufort County</b> Bluffton, St. Helena, Lady's Island, Burton, Grays Hill, Beaufort, Seabrook, Port Royal, Pritchardville and Okatie	\$2.50	\$27.00	\$99.00
Dale, Big Estate, Sheldon, Point South	\$2.75	\$29.70	\$108.90
<b>Jasper County</b> Hardeeville and Robertsville	\$3.00	\$32.40	\$118.80
Coosawhatchie, Gillisonville, Roseland, Ridgeland, Tarboro and Pineland	\$3.50	\$37.80	\$138.60
<b>Hampton County</b> Brunson, Gifford, Estill, Garnett, Varnville, Hampton, Early Branch, Cummings and Yemassee	\$4.00	\$43.20	\$158.40
<b>Colleton County</b> Walterboro, Hendersonville and Jonesville	\$4.00	\$43.20	\$158.40
<b>Allendale County</b> Allendale & Fairfax	\$3.25	\$35.10	\$128.70
Demand Response	\$3.75 - \$14.00 (one-way trip)		
*WEEKLY TICKETS=12 TRIPS (10% Discount) • *MONTHLY TICKETS=44 TRIPS (10% Discount)			





## **MEMORANDUM**

**TO:** Town Council

**FROM:** John Troyer, CPA, Director of Finance

**VIA:** Joshua A. Gruber, Assistant Town Manager

**VIA:** Stephen G. Riley, ICMA-CM, Town Manager

**DATE:** August 9, 2019

**RE:** Recommendation to proceed with an RFQ for DMO services

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### **Recommendation:**

The Finance and Administrative Committee has considered and recommended to Town Council that the Town issue a Request for Qualifications for its Designated Marketing Organization. The current contract with the incumbent DMO expires soon, and this will provide the Town an opportunity to consider its alternatives for a new contract.

The F&A Committee suggested to exclude the current contract from the RFQ to emphasize a fresh look.

**A copy of the proposed RFQ is included.**


**A copy of the current DMO contract is in the materials.**

# TOWN OF HILTON HEAD ISLAND

## Qualifications Transmittal Page

Date Advertised: [REDACTED], 2019

Offerors Shall Complete All Information Requested On This Page and Submit It As The Cover To Their Qualifications

 <p style="font-size: 1.2em; font-weight: bold;">REQUEST FOR QUALIFICATIONS (RFQ)</p>	<p><b>Deliver Qualifications To:</b> Town of Hilton Head Island Attn: Procurement Officer 70 Shelter Cove Lane, Unit H Hilton Head Island, SC 29928</p> <ul style="list-style-type: none"> <li>Qualifications should be hand carried or delivered by traceable means (i.e. FedEx or other similar courier)</li> <li>Qualifications will not be accepted by fax or email</li> <li>Solicitation number below shall be shown on outside of submittal package/envelope</li> </ul>
<p><b>*Qualifications Submittal Deadline:</b> 3:00 P.M. Eastern Time On [REDACTED], 2019</p> <p>Qualifications will be publicly opened on the date above immediately after the time deadline at: 70 Shelter Cove Lane, Unit H Hilton Head Island, SC 29928</p>	<p><b>Solicitation Number:</b> RFP 2019-0019</p> <p><b>Description/Title:</b> Designated Marketing Organization Services</p> <p><b>Town Procurement Website:</b> <a href="http://www.hiltonheadislandsc.gov/government/procurement/">http://www.hiltonheadislandsc.gov/government/procurement/</a></p>
<p><b>Pre-Qualifications Conference Information:</b> N/A</p>	
<p><b>Town Contact:</b> Richard Groth, Procurement Officer <a href="mailto:richg@hiltonheadislandsc.gov">richg@hiltonheadislandsc.gov</a> (843) 341-4711</p>	<p><b>Deadline For Questions:</b> No later than 4:00 pm Eastern Time on [REDACTED], 2019.</p> <p><b>E-Mail Questions To:</b> <a href="mailto:richg@hiltonheadislandsc.gov">richg@hiltonheadislandsc.gov</a></p>
<p><b>Offeror Name:</b></p>	<p><b>Offeror Contact Name:</b></p>
<p><b>Offeror Mailing Address:</b></p>	<p><b>Offeror Contact Phone:</b></p>
<p><b>City-State-Zip-Code:</b></p>	<p><b>Offeror Contact Email Address:</b></p>
<p>By signature below, I certify that this submission is made and submitted without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting qualifications for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this document on behalf of the Offeror.</p>	
<p><b>Offeror Authorized Signature:</b></p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p>	<p><b>Name and Title of Signator:</b></p> <p>Name: _____</p> <p>Title: _____</p>

A LISTING OF RESPONDENTS TO THIS SOLICITATION WILL BE POSTED TO THE TOWN'S WEBSITE SOON AFTER THE SUBMITTAL DEADLINE

\* Qualifications received after this time and date shall be rejected and will not be considered for contract award, without exception. If Offeror intends to hand deliver their qualifications on the day of the qualifications opening, please be aware that Offeror accepts sole and complete risk if their qualifications cannot be delivered on time due to unforeseen circumstances such as travel delays, weather or illness.

**TOWN OF HILTON HEAD ISLAND  
REQUEST FOR QUALIFICATIONS: RFQ 2019-0019  
DESIGNATED MARKETING ORGANIZATION SERVICES**

**I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

The Town of Hilton Head Island, South Carolina (“Town”) is soliciting sealed qualifications from qualified organizations (“Offerors” or “Contractors”) to serve as the Town’s Designated Marketing Organization (“DMO”). The DMO shall provide advertising and promote tourism for Hilton Head Island in accordance with the specifications provided herein.

Please submit five (5) paper copies and one (1) electronic copy (on a USB drive) by the Qualifications Submittal Deadline identified on the transmittal page of this RFP.

Sealed qualifications should be delivered in accordance with the instructions provided on the transmittal page of this RFP. A copy of this solicitation can be obtained online at the Town’s Procurement Website as provided on the transmittal page of this RFP.

A public opening of qualifications will be held on the date and time indicated on the transmittal page of this RFP, where only Offeror names shall be read.

All questions regarding this solicitation must be submitted in writing in accordance with the instructions on the transmittal page of this RFP. Questions will be responded to in writing, and all inquiries received and responses to them will be posted in one or more addendums to this solicitation on the Town’s Procurement Website. **It is the Offeror’s responsibility to check the Town’s Procurement Website after the deadline for questions and prior to the Qualifications Submittal Deadline to ensure they have reviewed any and all addendums issued for this solicitation.**

The Town reserves the right to accept or reject any or all qualifications received as a result of this solicitation, or to negotiate with all qualified Offerors, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the Town. The Town reserves the right to refuse any and all qualifications and to waive any technicalities and formalities. The Town reserves the right to waive any requirement in this solicitation if such requirement is unmet by all Offerors, and, such a waiver is determined to be in the best interest of the Town.

This solicitation does not commit the Town to award a contract or to procure for any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Offeror qualifications.

Qualifications must be signed by an official of Offeror authorized to bind Offeror.

The Town does not discriminate on the basis of race, color, national origin, sex [including pregnancy and childbirth (or related medical conditions)], religion, age or disability in employment or in the provision of goods and services.

The Town recognizes that small businesses enterprises as well as businesses enterprises owned and operated by women and/or minority persons (collectively "disadvantaged business") have historically faced challenges resulting in less than full participation in the free enterprise system to a degree disproportionate to other businesses. Therefore, the Town is committed to ensuring that such disadvantaged business enterprises are afforded every opportunity to fully and fairly participate in the Town's procurement process for goods and services. In the event of a tie after the scoring of qualifications involving a certified disadvantaged Offeror and a non-disadvantaged Offeror, the Town will award the contract to the certified disadvantaged Offeror. Tied qualifications involving two certified disadvantaged Offerors will be settled by selecting the qualifications having the lowest total cost to the Town. It is the obligation of the disadvantaged Offeror to submit proof of current certification from a governmental entity in the United States at the time they submit their qualifications in order for the certification to be considered by the Town in determining an award as described above. Tied qualifications involving two non-disadvantaged Offerors will be settled by selecting the qualifications having the lowest total cost to the Town.

## **II. BACKGROUND**

Title 6, Chapter 4, Section 6-4-10 of the South Carolina Code of Laws requires funds received by a municipality or a county in county areas collecting more than fifty thousand dollars (\$50,000) from the local accommodations tax must be allocated in a specific manner.

The first twenty five thousand dollars (\$25,000) must be allocated to the general fund of the municipality or county. Thirty percent (30%) of the balance must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity ("Promotional Fund"). For the last three years this thirty percent allocation has consisted of a \$XXX.00, \$XXX.00 and \$XXX.00 distribution per year respectively to the Designated Marketing Organization.

To manage and direct the expenditure of these tourism promotion funds, the municipality or county shall select one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism

commission, which has an existing, ongoing tourist promotion program.

To be eligible for selection, the organization must be organized as a nonprofit organization, and shall demonstrate to the municipality or county that it has an existing, ongoing tourism promotion program, or that it can develop an effective tourism promotion program.

### **III. SCOPE OF WORK / SPECIFICATIONS**

The DMO shall manage and direct the expenditure of the Town's Promotional Fund for the purpose of marketing Hilton Head Island as tourism destination.

In providing the services described herein, the DMO shall:

- a. Submit for Town approval a budget of planned expenditures for the Promotional Fund ("Budget") and a marketing plan ("MP") for each fiscal year. The Budget and MP shall be delivered to the Town by November 15<sup>th</sup> of the year preceding the applicable fiscal year.
- b. Provide the Town with certain metrics and/or reports to include but not be limited to:
  1. Revenue per available room;
  2. Occupancy rates;
  3. Visitor spending studies;
  4. Return on investment of visitor spending per advertisement dollar;
  5. Local tax revenues generated by visitors
  6. Number of visitors with seasonal and type breakdown
  7. Number of referrals made to area businesses and number of website clicks made to area businesses
  8. Numbers related to mail fulfillment and other contacts
  9. Industry awards received for marketing and public relations efforts
  10. Number of jobs created by tourism
  11. Events held and the participants in those events

The above list is subject to change during contract negotiations as well as over the term of the contract upon mutual agreement of the parties.

- c. Adopt policies and procedures and operate in a manner which satisfies the applicable standards set forth by Destination Marketing Association International.

- d. Adhere to all applicable laws governing the services to be provided to Town.
- e. Provide an independent auditor's report to the Town on an annual basis with regard to each of its fiscal years (July 1st to June 30th). Such audit report shall be delivered to the Town no later than November 15<sup>th</sup> following the applicable fiscal year end. Such audit reports shall be in conformity with the American Institute of Certified Public Accountants and generally accepted auditing standards.
- f. Produce and deliver to the Town a schedule of revenues and expenses ("Report") prepared by an independent auditor for each fiscal year. The Report shall be delivered to the Town no later than November 15<sup>th</sup> following the applicable fiscal year end;
- g. Have federal and state tax returns prepared and filed by a professional tax preparer as defined by the Internal Revenue Code, the South Carolina tax code, and/or their regulations.
- h. Upon reasonable notice, allow the Town Manager or his/her designee to inspect and/or audit all records, financial or otherwise, pertaining to services provided to the Town by the DMO.
- i. Be eligible to apply for annual supplemental grants from the accommodation tax pool and the emergency reserve fund established by the Town.
- j. Select and retain a law firm, subject to the consent and approval of the Town, to deliver a third-party opinion that all expenditures from the Promotional Fund are in full compliance with Title 6, Chapter 4, Section 6-4-10(3) of the South Carolina Code of Laws; and, that the DMO is a valid non-profit organization.
- k. Provide public presentations to the Town's Accommodations Tax Advisory Committee no less than twice each fiscal year. Additional presentations may be requested at the discretion of the Town.

#### **IV. QUALIFICATIONS REQUIREMENTS AND FORMATTING**

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their submission rejected as being non-responsive and making them ineligible for contract award. Offeror must complete and return with their qualifications the "Checklist of Qualifications Submittal Requirements", a copy of which is included in this solicitation as Exhibit A. Offeror shall submit their

qualifications in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of qualifications.

The Qualifications shall be formatted as follows:

**Section 1: General Background**

Provide a clear and concise summary of your organization, its structure, purpose/mission and core values. Provide documentation of your organization's not-for-profit status.

**Section 2: Experience of Organization**

Describe your organization's experience in providing tourism promotional services as outlined in this RFP. Provide a list of up to five (5) clients to whom you have provided similar services, and identify if they are current clients or past clients.

For each identified client, provide a summary of the scope of services, key accomplishments achieved and how long they have been a client. Include any challenges or obstacles faced by your clients that were overcome or resolved through the services provided by your organization.

For each client listed, provide a point of contact for reference purposes. Please provide contact person's name, title, phone number, and email address. The Town reserves the right to only check references for those Offerors deemed to be finalists after an initial scoring of qualifications based on the criteria stated herein.

Provide a summary of your organization's current workload and how that may impact your availability or ability to perform the services requested by the Town.

**Section 3: Experience of Key Personnel**

Identify the key personnel that will be assigned to provide the contracted services for the Town, and provide a detailed biography or resume for each of them. Identify any unique accomplishments or specialized skills. Include the number of years' experience each has in providing such services, as well as the number of years they have been employed by your organization.

**Section 4: Proposed Marketing Plan**

Assuming a hypothetical budget of one million dollars (\$1,000,000), provide a proposed marketing plan that will promote Hilton Head Island as a premier destination for both leisure and business travelers.

In preparing this hypothetical budget submission the applicant should describe

its approach and process to digital marketing strategies, print and social media. Identify key demographics for visitors to Hilton Head Island and tailor the marketing approach (digital, magazine, other) to each demographic. Provide data on who is visiting Hilton Head Island and why in the context of your marketing offerings. Offer specific tactics across various marketing channels. Describe tools used for measurement of successful digital marketing strategies, print and social media, particularly in the context of the case studies/past performance provided above as such tools may likely be incorporated as performance measurement indicators within the contract between the Town and the applicant. The qualifications response will also include a line item budget to support the marketing plan and approach discussed in the qualifications response.

Qualifications should be no more than 50 pages, printed on one side only with an 11 point font size or larger. The 50-page limitation excludes the Qualifications Transmittal Page, Exhibit A, Exhibit C, Certificate of Insurance, business license, documentation of your organization's not-for-profit status, and resumes of key personnel.

#### **Section 5: Other Marketing Services**

a. Stakeholder/Advocacy

Provide a description of how the applicant would support the Town in its ability to identify key stakeholders associated with destination marketing and the maintenance of the Hilton Head Island brand as a premier destination as well as associated advocacy roles to further these interests.

b. Brand Management

Describe how the vendor would collaborate with the Town on brand guidelines, overall messaging, and the ability to address current events that might impact the Town's brand management.

c. Visitor Services

Describe how the vendor would utilize its role as the Town's Designated Marketing Organization to provide services to the Island's visitors and tourists.

d. Disaster Communications and Marketing

Because of the Town's geographic location along the Atlantic coastline, please describe how the vendor would approach public communications and marketing of the Town both prior to, during, and subsequently



following a natural disaster such as a hurricane or other similar event.

## **V. EVALUATION CRITERIA AND CONTRACT AWARD**

If a contract is awarded as result of this solicitation, such award shall be made to the responsive and responsible Offeror with the highest rated qualifications based on the stated evaluation criteria. Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of Town funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the Town reserves the right to begin contract negotiations with next highest rated Offeror.

Qualifications will be evaluated using the following criteria:

1. Proposed Marketing Plan (60%)
2. Experience and Qualifications of Firm and Project Team (40%)

After initial scoring of the above criteria, the Town reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

## **VI. STANDARD CONTRACT TERMS AND CONDITIONS**

Offeror acknowledges it has read and understands the terms and conditions provided in the Town's standard contract clauses attached hereto as Exhibit B, and Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town. Offeror also acknowledges that terms and conditions provided in this RFP, either in their entirety or relevant portions thereof, may be included and become part of any resulting contract.

The term of the resulting DMO agreement shall be for a period of five (5) years.

EXHIBIT A

RFP 2019-0019  
Designated Marketing Organization Services

Checklist of Qualifications Submittal Requirements

The following checklist is intended to advise the Offeror of all items or information that must be submitted with their qualifications. Offerors shall provide:

1. A completed Qualifications Transmittal Page (first page of this RFP)
2. A qualifications that addresses all the required elements and formatting as specified in this RFP.
3. Signed Offeror Acknowledgement on this Exhibit A below.
4. Completed Affidavit acknowledging the requirements of the South Carolina Illegal Immigration Reform Act, Exhibit C.
5. Certificate of Insurance as evidence that Contractor meets the insurance requirements specified in Exhibit B of this RFP. Town of Hilton Head Island and shall be added as an Additional Insured on Contractor's Insurance upon contract award.
6. Offeror shall include current Town business license with their sealed bid if they have one. If not, Offeror will be required to obtain one prior to commencing any work if awarded the contract.

**Offeror Acknowledgement:**

I have read the above checklist of qualifications requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our qualifications and eliminate our company from consideration for contract award.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B

STATE OF SOUTH CAROLINA )
)
COUNTY OF BEAUFORT ) AGREEMENT

THIS AGREEMENT ("Agreement") is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

- 1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this Agreement shall not exceed <<List total cost>>.
3. The term of this Agreement shall be for a period of \_\_\_\_ (#) years, commencing on the date of execution and expiring on <<date>>. [include following if applicable] This Agreement may be renewed for \_\_\_\_ (#) additional \_\_\_\_ (#) year periods.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town may terminate this Agreement in whole or in part at any time for the convenience of the Town. If the Agreement is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination. The Town may also terminate this Agreement when funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal periods.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this

## EXHIBIT B

Agreement in the performance due hereunder.

8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this Agreement without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Agreement, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
  - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the Agreement by registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within three (3) business days after employing employee.
  - 12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:
    - (a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or
    - (b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.
  - 12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

**EXHIBIT B**

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**<< CONTRACTOR'S FULL NAME >>**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Its:** \_\_\_\_\_

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Joshua A. Gruber**  
**Its: Assistant Town Manager**

**EXHIBIT C**

**CONTRACTOR AFFIDAVIT  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, \_\_\_\_\_ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

The Contractor agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Title: \_\_\_\_\_

## EXHIBIT C

### Construction

By signing its bid or qualifications, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

### Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.



# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**VIA:** Jennifer Ray, ASLA, *Deputy Director of Community Development*  
**FROM:** Anne Cyran, AICP, *Senior Planner*  
**DATE:** August 6, 2019  
**SUBJECT:** Phase 2 of the Cordillo Tennis Courts Renovation Project

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### **Recommendation**

The Community Services & Public Safety Committee recommends that Town Council support the design, permitting, and construction of Phase 2 of Cordillo Tennis Courts Renovation project as described below.

On June 24, 2019, the Community Services & Public Safety Committee reviewed the improvements proposed for Phase 2 of the Cordillo Tennis Courts renovation project and voted unanimously to recommend that Town Council support the design, permitting, and construction of Phase 2 of the project as described below.

### **Summary**

Phase 1 of the Cordillo Tennis Courts renovation project, which consists of removing and replacing the tennis courts, surrounding fence, and equipment, is complete.

Phase 2 would include constructing a building for restrooms and equipment storage and improving existing site features. Staff received a quote for the design and permitting work in May. Staff anticipates construction will begin this winter.

### **Background**

The Cordillo Tennis Courts property was developed as an amenity of the Cordillo Courts and the Hedges condominium developments. The Van Der Meer Tennis Center purchased the property from the condominiums in 1983. As a condition of the sale, Van Der Meer Tennis Center agreed to covenants regarding the use and maintenance of the property. Among other requirements, the covenants require that the property be maintained as a tennis facility. The covenants remained when the Town purchased it in 2002.

In December 2017, Town Council approved a list of potential elements of the redevelopment of the property. These potential elements included a building with restrooms, community gathering space, and an office and storage space. At that time, Town Council was negotiating with the adjacent property owners associations to modify or remove the covenants. The covenants remain



**Phase 2 of the Cordillo Tennis Courts Renovation Project**

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*August 6, 2019*

*Page 2*

on the property, and the Town has been advised that a building with a community gathering space would conflict with the covenants.



# TOWN OF HILTON HEAD ISLAND

## *Public Projects and Facilities Management Department*

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**TO:** Stephen G. Riley, ICMA-CM, Town Manager  
**FROM:** Scott Liggett, PE, Dir. of Public Projects & Facilities / Chief Engineer  
**COPY:** John Troyer, Finance Director  
Jeffrey Buckalew, PE, Town Engineer  
**DATE:** August 12, 2019  
**SUBJECT:** Public Dedication of Private Roads – Main Street, from Whooping Crane Way to Wilborn Road, Central Avenue, Museum Street, Merchant Street and a portion of Meeting Street

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### **Recommendation:**

The Community Services and Public Safety Committee recommends Town Council authorize the Town Manager to identify clearly defined, viable funding options available to fund the costs for maintenance and improvements to the private roads potentially being dedicated to the Town, but only after a full review of the applicant's current obligations for road and right of way operations and maintenance under their covenant and articles of organization or incorporation.

Staff anticipates that Town Council will review and approve terms and conditions of any such agreement related to public dedication and acceptance of these roads, prior to transfer, which may be contingent upon provision of funding by the Town and/or the Main Street Commercial Owners' Association.

The private road rights of way under consideration are: Main Street, from Whooping Crane Way to Wilborn Road, Central Avenue, Museum Street and Merchant Street (see Exhibit A).

### **Summary:**

The owners of these private roads have offered to dedicate the above mentioned road rights of way to the Town in accordance with approved policy. The overall conclusion of Staff in the assessment of this application is that there would be net benefit to the travelling public in the government ownership and maintenance of these roads. However, the costs of immediate repairs to the right of way infrastructure are estimated by Staff to be approximately \$500,000.

### **Background:**

The roads in question are connected to other public roads, a commercial corridor, the public school campus and a large residential neighborhood. They serve as a viable alternate route to William Hilton Parkway.

Currently, the roads are in poor condition and there are several deficiencies requiring immediate maintenance. Staff has estimated the cost of immediate repairs to be \$476,638.00. Long term capital improvements are estimated to be \$2.5 to \$5 million over the next five-plus years, depending on the scope and extent of improvements. This could entail new pathways or sidewalks in the rights of way, resurfacing or reconstruction of the pavement section. Future capital storm water improvements could

**Private Road Right of Way Dedications**

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be \$1,400,000 if the existing pipes required lining or replacement. The annual recurring maintenance costs of these rights of way are estimated to be as much as \$40,000 to \$50,000. Funding for maintenance of and improvements to the roads may be derived from the Road Usage Fee. Funding for maintenance of the storm drainage systems shall be derived from the Storm Water Utility funds. Funding for the landscape maintenance, litter control and lighting shall be derived from the general fund, ad valorem taxes. Capital improvements shall be funded by future CIP budgets.





# 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:** Marcy Benson, *Senior Grants Administrator*  
**DATE:** August 13, 2019  
**SUBJECT:** Recommendation for Community Development Block Grant (CDBG)  
2015 – 2019 Five Year Consolidated Plan funding program

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**Recommendation:** The Community Services & Public Safety Committee recommends Town Council approve projects listed in Attachment A to complete the 2015 – 2019 Five Year Consolidated Plan funding program.

The Community Services & Public Safety Committee met on August 12, 2019 and voted 3-0 to recommend \$200,000 of 2018 CDBG funds be allocated to the Boys and Girls Club project, remaining 2017 and 2018 CDBG funds be allocated toward the Patterson Property Park, and the all 2019 CDBG funds be allocated for the Rowing and Sailing Center at Squire Pope Community Park.

### **Summary:**

Approval of the remaining projects found in Attachment A would allow for the timely implementation and expenditure of U.S. Department of Housing and Urban Development (HUD) CDBG funding to cover projects identified by the community within qualified areas during the needs assessment public meeting. More specifically approval would allow the following:

- Five Year Consolidated Plan major amendment to allow additional eligible activities.
- 2017 program year funds of \$86,465 would roll forward to the 2018 program year.
- 2018 Annual Action Plan major amendment to include:
  - Allocate \$200,000 of the \$234,127 program year funds to replace the Murray Avenue dirt road paving project with a picnic shelter at the Boys and Girls Club. Allocate all remaining 2018 program year funds of \$34,127, along with remaining 2017 program year funds of \$86,465, for a new park on the Town owned Patterson property located along Marshland Road.
- 2019 program year would remain the same, allocating funds to the Rowing and Sailing Center at Squire Pope Community Park playground and parking upgrades project.

### **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

**Subject: Recommendation for Community Development Block Grant (CDBG) 2015 – 2019 Five Year Consolidated Plan funding program**

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projects that could include public facilities and improvements, housing activities and other real property improvements for the remaining years of the plan. Staff developed a project list for the remaining years (2017, 2018 and 2019) of the Five Year Consolidated Plan based on the 2018 needs assessment public meeting, Engineering staff, senior staff and additional citizen input. Specific projects identified during these meetings included the Patterson property park and a playground and parking expansion at the Rowing and Sailing Center at Squire Pope Community Park.

When the Five Year Plan was amended to remove the specific dirt road paving projects the 2017 and 2018 Annual Action Plans required amendments to replace the Cobia Court and Murray Avenue dirt road paving projects. The 2017 Annual Action Plan was amended and identified the Island Recreation Center playground replacement project to receive a portion of the 2017 CDBG funds. This amended plan was accepted by HUD and the project was started in April 2019. Staff recommended a new park on the Town owned Patterson property along Marshland Road to be the project identified for the 2018 Annual Action Plan amendment.

In April 2019 during the public input process for the 2019 CDBG Annual Action Plan there was a significant number of public comments received regarding the playground and parking expansion project at the Rowing and Sailing Center at Squire Pope Community Park. The public comments received for the 2019 CDBG Annual Action Plan included a request to use 2019 CDBG funds for a shade structure at the Hilton Head Island Boys and Girls Club located at 151 Gum Tree Road. Prior to the public comments received in conjunction with the 2019 Annual Action Plan and at the June 4, 2019 Town Council meeting, a shade structure at the Hilton Head Island Boys and Girls Club was not mentioned as a community need.

Attached to this memo is a list of the projects included in the current Five Year Consolidated Plan and a history of the CDBG process for reference.

Attachment A

Projects in 2015 – 2019 Consolidated Plan

Program Year	Project Name <i>(Status)</i>	Project Description	Estimated Design & Construction Costs	Administration Costs	Amount of Allocation	Balance of Allocation	Target Area
2015	Blazing Star Lane Paving <i>(Completed)</i>	Paving Dirt Road	\$179,937.19	\$22,409.81	\$202,347	\$0.00	Census Tract 105
2016	Rhiner Drive Paving <i>(Completed)</i>	Paving Dirt Road	\$194,510.16	\$1,612.84	\$196,123	\$0.00	Census Tract 105
2017	Island Recreation Center Playground Upgrade <i>(Under Construction)</i>	Recreational Facilities Improvement/ Playground Replacement	\$111,000	\$3,315.89	\$200,781	\$86,465	Census Tract 105
2018	Hilton Head Island Boys & Girls Club Shade Structure <i>(Tentative - Pending Consolidated Plan &amp; Annual Action Plan Amendment)</i>	Facilities Improvement/ Addition of Shade Structure	\$200,000	\$2,500	\$234,127	\$0.00 <i>(estimated)</i>	Census Tract 105/ Limited Clientele
	Patterson Property Park <i>(Tentative - Pending Annual Action Plan Amendment)</i>	Recreational Facilities Improvement/New Park	\$115,592	\$2,500		\$0.00 <i>(estimated)</i>	Census Tract 110
2019	Rowing & Sailing Center Playground & Parking <i>(Approved)</i>	Recreational Facilities Improvement/New Playground & Parking	\$231,013	\$5,000	\$236,013	\$0.00 <i>(estimated)</i>	Census Tract 105

## **CDBG Process & Timeline**

### **2013**

- Notification from U.S. Department of Housing and Urban Development (HUD) the Town Of Hilton Head Island (Town) was eligible to participate in the Community Development Block Grant (CDBG) Entitlement Program. The Town declined option to participate in 2013.

### **2014**

- Notification from HUD the Town was eligible to participate in the CDBG Entitlement Program. The Town accepted option to participate, in order to gain +/- \$200,000 per year in dedicated CDBG funds. The mandatory Five Year Consolidated Plan due by May 2015.
- Direction from Town Council was to make the dirt road paving program a priority.
- Recommendations from HUD and other entitlement communities was to keep the local program and projects simple, and focus on projects Town can control.
- November: Needs Assessment public meeting was held. Dirt road paving was put forth by the public as a priority, although it did not receive the most public votes.
- Staff recommendation based on the Needs Assessment public meeting was to pursue dirt road paving with CDBG funds. The justification for this recommendation was based on the Needs Assessment, desire of community, Town Council priority, and the ability to complete the dirt road paving projects.

### **2015**

- Staff developed 2015-2019 Five Year Consolidated Plan. The Plan went through a review process with the Planning Commission, the Town Council Public Facilities subcommittee and Town Council. This process included the HUD required public meetings and 30-day public comment period.
- Community Development staff worked with Engineering to identify paving projects for next 5 years located in eligible census tracts.
- Blazing Start Lane was identified as the 2015 CDBG dirt road paving project and it was completed on-time.

### **2016**

- Rhiner Drive was identified as the 2016 CDBG dirt road paving project. This project took longer due to the bid process having to be conducted twice in order to obtain the required number of qualified bids per HUD requirements.

### **2017**

- Cobia Court was identified as the 2017 CDBG dirt road paving project. This project was not able to be completed due to difficulty in the acquisition process.
- Town Council authorized creation of Road Usage Fee to be used 50% for dirt road paving, which created an alternate funding source, although there are continued difficulties with the dirt road acquisition process.
- The inability to complete the Cobia Court dirt road paving project created the need for a Substantial Amendment to the Five Year Consolidated Plan.



## 2018

- December: Needs Assessment public meeting is conducted for the Five Year Consolidated Plan Substantial Amendment. The goal of this substantial amendment was to add more flexibility for other types of projects that could be funded with CDBG dollar. During the 2018 Needs Assessment public meeting specific projects were identified by the public, and staff placed the specific projects into broad HUD categories in the amended Five Year Consolidated Plan.

## 2019

- January: The amended Five Year Consolidated Plan was drafted with more general/broad goals & activities to allow the Town to execute projects other than dirt road paving. This process included the HUD required 30 day public comment & public meeting.
- February: Town Council approved submittal of the Five Year Consolidated Plan Substantial Amendment and HUD accepted the amended Plan.
- February: Staff developed a project list for the remaining years (2017, 2018, & 2019) of the Five Year Consolidated Plan based on the 2018 Needs Assessment public meeting input and the need to identify 2017-2019 projects.
- Community Development staff met with Engineering staff, Senior staff and a small group of citizens from CDBG eligible census tracts to review projects identified during the 2018 Needs Assessment public meeting. Specific projects identified during these meetings included the Taylor Family property park and the Patterson property park, and playground and parking expansion at the Rowing and Sailing Center at Squire Pope Community Park.
- February: The process for the Substantial Amendment to the 2017 Annual Action Plan, to replace the Cobia Court dirt road paving project began. Staff identified the 2017 replacement project as Island Rec Center Playground. Justification for this replacement project was based on the recently completed Island Rec Center renovation, lack of funding for a playground, the project could be quickly executed to meet HUD timeliness requirements and not jeopardize current or future funding allocations.
- February: Staff completed the amended 2017 Annual Action Plan, and one written comment was received (regarding road maintenance). A Public meeting was held during which meeting attendees questioned use of funds for programming.
- March: Town Council approved submittal of the 2017 Annual Action Plan Substantial Amendment and HUD accepted the amended 2017 Annual Action Plan.
- The Island Rec Center Playground replacement project is currently under construction with CDBG funds from the 2017 program year.
- April: Received notification of 2019 CDBG allocation amount on April 15, 2019. Per HUD statutory requirements the Annual Action plan is due 45 days before the start of program year or if the Federal appropriations process is delayed the plan must be submitted no later than 60 days after the date the allocations are announced, or until August 16, 2019 (whichever comes first). Staff recommended Rowing & Sailing Center at Squire Pope Community Park playground and parking expansion based on the Needs Assessment public meeting held in December 2018 and the Parks and Recreation Commission CIP list. The 2019 Annual Action Plan process included a public meeting (with approximately 16 attendees) and a 30-day comment period.
- During the 2019 Annual Action Plan public meeting a significant number of meeting attendees questioned the recommendation from staff for a playground and parking expansion project at

the Rowing and Sailing Center at Squire Pope Community Park and instead recommended shade structure at Boys & Girls Club.

- Attendees were informed input would be provided to Town Council with the 2017 Annual Action Plan staff drafted.
- During the 30 day public comment period for the 2019 Annual Action Plan 21 comments were received which were overwhelmingly in support of the Hilton Head Island Boys and Girls Club suggested shade structure project. These comments were included in the Plan. Prior to this public meeting and comment period there was no mention of facility at the Hilton Head Island Boys and Girls Club. This project was not listed in the Five Year Consolidated Plan, not expressed during the 2018 Needs Assessment public meeting, or as a staff recommendation.
- June: Town Council approved submittal of the 2019 Annual Action Plan.
- Town Council asked if consideration was given to change the project from Rowing & Sailing Center at Squire Pope Community Park to the Hilton Head Island Boys and Girls Club project. The answer was no, because the Hilton Head Island Boys and Girls Club project was not part of Needs Assessment or previous comments.
- In order to meet the HUD statutory deadline of June 10<sup>th</sup> for the 2019 Annual Action Plan submittal, approval by Town Council at the June 4<sup>th</sup> meeting was necessary. When the 2019 Annual Action Plan has been submitted and accepted by HUD, amendments can be made to the Plan in the future.



# TOWN OF HILTON HEAD ISLAND

## *Public Projects and Facilities Management Department*

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**TO:** Stephen G. Riley, ICMA-CM, Town Manager  
**FROM:** Scott Liggett, PE, Dir. of Public Projects & Facilities / Chief Engineer  
**DATE:** August 13, 2019  
**SUBJECT:** Potential Public/Private Partnership Project – Circle K Convenience Store  
Redevelopment, 71 Mathews Drive

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### **Recommendation:**

Staff Recommends that Town Council authorize the Town Manager to review and analyze the scope and scale of the proposed Circle K convenience store redevelopment plan to determine the potential opportunity and benefit of a public/private partnership involving Town contemplated and adjacent public road improvements. If determined viable, staff anticipates preparing an agreement for review and approval by Town Council.

### **Summary:**

The Circle K owners have been working with Town staff to develop a path forward that allows them to redevelop their site to better serve their clientele while still keeping the median cut on Mathews Drive open. They are interested in partnering with the Town in a cost sharing project that has the potential to provide an additional, third westbound lane on William Hilton Parkway between Dillon Road and Mathews Drive. Currently, a third eastbound lane similar to what is being contemplated is present at this location.

### **Background:**

The Circle K convenience store and gas station development submitted a plan in 2018 to redevelop the site. The applicant was required to submit a Traffic Impact Analysis Plan (TIAP) as a result of the additional trips projected to be generated due to the scope of the proposed redevelopment. One of the recommendations of the TIAP stated that a full right turn lane should be added to serve the site's right-in/right-out access to William Hilton Parkway. The applicant was amendable to providing this turn lane; however, they are required to obtain an encroachment permit from SCDOT for this improvement. SCDOT conditioned their approval on the closure of the median cut on Mathews Drive in front of the Circle K site. The applicant, due to the significance of this median cut to their business, does not wish to close it. The Town has considered the addition of a third lane between Dillon Road and Mathews Drive for potential inclusion in future capital programming. SCDOT has indicated if the Town were to pursue such a CIP project then the median cut on Mathews Drive would not be required to be closed.



# TOWN OF HILTON HEAD ISLAND

**TO:** Town Council  
**FROM:** David Johnson, *Chairman, US 278 Gateway Corridor Committee*  
**DATE:** August 6, 2019  
**SUBJECT:** Recommended Guiding Principles For Evaluating Corridor Alternatives

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**Recommendation:** The US 278 Gateway Corridor Committee recommends that Town Council endorse the attached “Guiding Principles for US 278 Gateway Corridor Project” and forward to Beaufort County and the Town of Bluffton for consideration.

**Summary:** Town Council appointed a US 278 Gateway Corridor Committee to assist the Town Council in developing corridor improvement recommendations for the SCDOT as it progresses through their Environmental Assessment (EA) process. On September 19, 2019, SCDOT will release the “reasonable alternatives” they will evaluate over the next year as part of the EA process. A 30 day public comment period where any comment received by SCDOT will become part of the record begins following this release. The committee believes it is important for the Town to provide SCDOT with comments during this 30 day window. While a thorough evaluation by the committee of each reasonable alternative is not possible within this 30 day window the Committee developed a set of Guiding Principles that it hopes Town Council will endorse and provide to SCDOT during the public comment period. If endorsed by the Town Council, the Committee will use these broad principles as a framework for engaging the public and evaluating the reasonable alternatives over the next several months. Additionally, the Committee would like for the Town Council to forward the Guiding Principles to the Town of Bluffton and Beaufort County for their consideration.

**Background:** Hilton Head Island Town Council set up the US 278 Gateway Corridor Committee (Committee) “...to work cooperatively with the South Carolina Department of Transportation to gather information, obtain and provide citizen input in the Environmental Assessment Process and make recommendations to Town Council regarding the US 278 Environmental Assessment and Design Alternatives”. The Committee is comprised of 15 citizens from Beaufort County including Hilton Head and Bluffton with liaison members from the town councils of Hilton Head Island and Bluffton and the Beaufort County Council.

A formal process known as the Environmental Assessment (EA) is required for any project that will use Federal funding. The EA normally takes around two years. The South Carolina Department of Transportation (SCDOT) began the US 278 EA in the fall of 2018. The scope of the EA covers the US 278 Corridor between Moss Creek Road and Spanish Wells Road incorporating four bridge spans, Pinckney Island, Hog and Jenkins Islands. The SCDOT has stated that no project can go forward unless it meets the “purpose and need” of the project which they have given as follows:

1. Replace the deficient MacKay Creek Bridge Span
2. Reduce traffic congestion
3. Increase the capacity of the corridor

The EA is about a year into the process and the SCDOT will announce its first set of preliminary alternatives (known in the EA process as “reasonable alternatives”) for the corridor on September 19<sup>th</sup>, 2019 at a public meeting on Hilton Head Island. The SCDOT will take public comments to be incorporated into the formal EA document for 30 days after that. While it will still take public comments throughout its process going forward these comments are not required to be included in the formal EA document.

During the next year the SCDOT will refine its preliminary alternatives with the goal of announcing a single Preferred Alternative in the Fall of 2020. In all likelihood the SCDOT will have decided internally on this Preferred Alternative by early spring of 2020. After the SCDOT unveils its set of reasonable alternatives in September the Committee, in coordination with the SCDOT, will work to help citizens evaluate the different alternatives, gather information about preferences and issues in order to work toward a recommendation to the HHI Town Council. Specific evaluation criteria will include private property impacts and neighborhood displacement, retention of heritage and culture, the extent to which it shows good stewardship of the tax money raised for the project through the County’s one percent transportation tax, environmental impact, and the consideration of many other issues.

The public consideration and evaluation process for the alternatives will take place over the 4-6 months after the September 19<sup>th</sup> unveiling of reasonable alternatives by the SCDOT. However, the Committee believes it is important for the Town to provide some initial input to SCDOT during the 30 day public comment period. Therefore the Committee has developed a set of Guiding Principles (attached) it believes should be the broad basis for evaluating SCDOT’s reasonable alternatives. These Guiding Principles, if endorsed by the Town Council, will be provided to SCDOT during the 30 day comment period. Additionally, the Committee is asking Town Council to forward the Guiding Principles to the Beaufort County and the Town of Bluffton in hopes they will also endorse the Guiding Principles.

# The US 278 Gateway Corridor Project

## Guiding Principles

**1. Fix the transportation issues in the corridor in a way that improves the safety and quality of life for all residents, workers and visitors to Hilton Head Island:**

- Address transportation needs for natural disasters and resiliency of island access
- Consider future transportation alternatives

**2. Improve the safety and quality of life for the residents of the neighborhoods and businesses directly impacted by the US 278 corridor:**

- Stoney
- Neighborhoods on Jenkins and Hog Islands (including but not limited to Windmill Harbor)

**3. Have a gateway to and from Hilton Head Island that the region will be proud of:**

- Aesthetically pleasing and reflecting the Hilton Head Island/Low Country values
- Safe and functional pathways for pedestrians and cyclists
- Minimizes environmental impacts and enhances the national asset of Pinckney Island

## Background and Timeline

### ***The Gateway Corridor Committee***

Hilton Head Island Town Council set up the US 278 Gateway Corridor Committee (Committee) “...to work cooperatively with the South Carolina Department of Transportation to gather information, obtain and provide citizen input in the Environmental Assessment Process and make recommendations to Town Council regarding the US 278 Environmental Assessment and Design Alternatives”. The Committee is comprised of 15 citizens from Beaufort County including Hilton Head and Bluffton with liaison members from the town councils of Hilton Head Island and Bluffton and the Beaufort County Council.

### ***South Carolina’s Environmental Assessment Process***

A formal process known as the Environmental Assessment (EA) is required for any project that will use Federal funding. The EA normally takes around two years. The South Carolina Department of Transportation (SCDOT) began the US 278 EA in the fall of 2018. The scope of the EA covers the US 278 Corridor between Moss Creek Road and Spanish Wells Road incorporating four bridge spans, Pinckney Island, Hog and Jenkins Islands. The SCDOT has stated that no project can go forward unless it meets the “purpose and need” of the project which they have given as follows:

1. Replace the deficient MacKay Creek Bridge Span
2. Reduce traffic congestion
3. Increase the capacity of the corridor

### ***Timeline: From Reasonable Alternatives to a Preferred Alternative***

The EA is about a year into the process and the SCDOT will announce its first set of preliminary alternatives (known in the EA process as “reasonable alternatives”) for the corridor on September 19<sup>th</sup>, 2019 at a public meeting on Hilton Head Island. The SCDOT will take public comments to be incorporated into the formal EA document for one month after that. While it will still take public comments throughout its process going forward these comments are not required to be included in the formal EA document. During the next year the SCDOT will refine its preliminary alternatives with the goal of announcing a single Preferred Alternative in the Fall of 2020. In all likelihood the SCDOT will have decided internally on this Preferred Alternative by early spring of 2020.

### ***What Defines Success?***

After the SCDOT unveils its set of reasonable alternatives in September the Committee, in coordination with the SCDOT, will work to help citizens evaluate the different alternatives, gathering information about preferences and issues in order to work toward a recommendation to the HHI Town Council. The Committee will consider and evaluate the alternatives presented by the SCDOT using the guiding principles presented here. Related specific evaluation criteria include such important issues as property/neighborhood displacement, retention of heritage and culture, the extent to which it shows good stewardship of the tax money raised for the project through the County’s one percent transportation tax, among other issues. An outcome that satisfies the guiding principles will greatly benefit everyone who lives, works or visits Hilton Head Island.