



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

Tuesday, March 15, 2011

4:00 P.M.

AGENDA

**AS A COURTESY TO OTHERS PLEASE TURN OFF ALL CELL PHONES AND PAGERS
DURING THE TOWN COUNCIL MEETING**

- 1) Call to Order**
- 2) Pledge to the Flag**
- 3) Invocation**
- 4) FOIA Compliance** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

- 5) Proclamations and Commendations**
 - a. Boys and Girls Club Week

- 6) Approval of Minutes**
 - a. Regular Town Council Meeting – March 1, 2011

- 7) Report of the Town Manager**
 - a. Semi-Annual Report of the Disaster Recovery Commission, Ward Kirby, Chairman
 - b. Town Manager's Items of Interest
 - c. March, 2011 Policy Agenda, Management Targets and CIP Updates

- 8) Reports from Members of Council**
 - a. General Reports from Council
 - b. Report of the Intergovernmental Relations Committee – George Williams, Chairman
 - c. Report of the Personnel Committee – Lee Edwards, Chairman
 - d. Report of the Planning and Development Standards Committee – Bill Ferguson, Chairman
 - e. Report of the Public Facilities Committee – Kim Likins, Chairman
 - f. Report of the Public Safety Committee – Bill Harkins, Chairman

9) Appearance by Citizens

10) Unfinished Business

a. Second Reading of Proposed Ordinance 2011-01

Second Reading of Proposed Ordinance 2011-01 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, to revise Sections 16-4-1601 and 16-4-1602. This amendment commonly referred to as the *Density Conversion LMO Amendments* as noticed in the Island Packet on November 28, 2010, includes changes that provide for amendments to density standards; and providing for severability and an effective date.

b. Second Reading of Proposed Ordinance 2011-02

Second Reading of Proposed Ordinance 2011-02 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, to revise Section 16-4-1307. This amendment commonly referred to as the *Airport Runway Length Amendment* as noticed in the Island Packet on November 7, 2010, includes changes that provide for an amendment to aviation/surface passenger terminal; and providing for severability and an effective date.

c. Second Reading of Proposed Ordinance 2010-26

Second Reading of Proposed Ordinance 2010-26 to Amend Title 16 of the Municipal Code Of The Town Of Hilton Head Island, South Carolina, the Land Management Ordinance, by amending Section 16-4-102, the Official Zoning Map, specifically amending a 1.97 acre parcel identified as Parcel 218 on Beaufort County Tax Map #18, within the Sea Pines Master Plan under the Planned Development Mixed-Use District, to assign residential use to Lot A Cordillo Parkway; and providing for severability and an effective date.

11) New Business

a. First Reading of Proposed Ordinance 2011-04

First Reading of Proposed Ordinance 2011-04 to Amend Title 16, "The Land Management Ordinance," of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-4-102, the Official Zoning Map with respect to the certain parcel identified as Parcel 276 on Beaufort County Tax Map 11, from PD-1 (Planned Development Mixed Use), with assigned uses of "Residential" And "Private & Semi-Private Recreation" to PD-1 (Planned Development Mixed Use), with assigned uses of "Residential" And "Private & Semi-Private Recreation" and "Telecommunications Facility"; and providing for severability and an effective date.

b. Consideration of a Recommendation – Cell Tower Height/Style

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island endorse a tower height of 140', with camouflaged external antennae for the cell tower proposed on the Fire Station 7 site.

c. Consideration of Recommendations from the Accommodations Tax Advisory Committee

Consideration of Recommendations from the Accommodations Tax Advisory Committee for the purpose of allocating the remaining \$148,850 of the Accommodations Tax Funds and of 2012 forward funded grants.

d. Consideration of a Recommendation – Dredging Studies

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island authorize the use of funds (up to \$25,000) which have been allocated in the Town's Consolidated Municipal Budget for Fiscal Year (FY) 2011 to hire an independent consultant that will help gather all of the information and validate it concerning the current situation and directions available for the dredging in the Sea Pines waterways.

12) Executive Session

a. Land Acquisition

13) Adjournment

Proclamation

***WHEREAS**, the Boys & Girls Club of the Lowcountry, Hilton Head Island Unit, serves more than 500 local children and their families; and*

***WHEREAS**, the Boys & Girls Club of Hilton Head Island provides after school and summer programs for children, ages 6 -18, to learn, play and study in a safe and stimulating environment; and*

***WHEREAS**, the Boys & Girls Clubs provide life-enhancing programs in academics, athletics, art, civic involvement, life & leadership skills, which help form the future of each club member; and*

***WHEREAS**; the mission of the Boys & Girls Club “to enable all young people, especially those who need us the most, to reach their full potential as productive, caring, responsible citizens,” comes to life every day through hundreds of Hilton Head Island volunteers, staff, donors and Board of Directors; and*

***WHEREAS**, the week of March 20, 2011 through March 26, 2011 is National Boys & Girls Club Week during which the Boys & Girls Club of Hilton Head Island will join more than 4 million other club members throughout the United States celebrating the more than 4,000 clubs where “GREAT FUTURES START HERE”.*

***NOW, THEREFORE**, I, Drew A. Laughlin, Mayor of the Town of Hilton Head Island, hereby proclaim the week of **March 20, 2011 through March 26, 2011** shall be known as*

BOYS & GIRLS CLUB WEEK

in the Town of Hilton Head Island and encourage all citizens to salute the work of the Boys & Girls Clubs throughout the Lowcountry and the entire United States.

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



Drew A. Laughlin, Mayor

Attest:

Betsy Mosteller, CMC Town Clerk

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

Date: Tuesday, March 1, 2011

Time: 4:00 P.M.

Present from Town Council: Drew A. Laughlin, *Mayor*; Ken Heitzke, *Mayor Pro-Tem*; Bill Ferguson, George Williams, Bill Harkins, Kim Likins, Lee Edwards, *Council Members*.

Present from Town Staff: Stephen G. Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Lavarn Lucas, *Fire Chief*; Nancy Gasen, *Director of Human Resources*; Susan Simmons, *Director of Finance*; Tom Fultz, *Director of Administrative Services*; Brad Tadlock, *Deputy Fire Chief – Operations*; Brian Hulbert, *Staff Attorney*; Julian Walls, *Facilities Manager*; Jeff Buckalew, *Town Engineer*; Paul Rasch, *Emergency Management Coordinator*; Teri Lewis, *LMO Official*; Heather Colin, *Development Review Administrator*; Shawn Colin, *Comprehensive Planning Manager*; Mike Roan, *Urban Design Administrator*; Nicole Dixon, *Senior Planner*; Jayme Lopko, *Senior Planner*; Anne Cyran, *Senior Planner*; Marcy Benson, *Senior Grants Administrator*; Rene Phillips, *Website/Court Systems Administrator*; Bruce Seeley, *Inspections, Collections and Audit Manager*; Lori Schmidt, *Billing & Cash Receipting Manager*; Kim Kominski, *Administrative Assistant*; Vicki Pfannenschmidt, *Executive Assistant*

Present from Media: Tom Barton, *Island Packet*

1) CALL TO ORDER

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

2) PLEDGE TO THE FLAG

3) INVOCATION

4) FOIA COMPLIANCE – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

5) SWEARING IN OF TOWN COUNCIL MEMBER

a. Lee Edwards – Ward 3

Municipal Judge Maureen Coffey administered the Oath of Office for Lee Edwards. Mr. Edwards then joined Town Council at the dais.

6) PROCLAMATIONS AND COMMENDATIONS

a. Red Cross Month

Mr. Jim Hicks and Mr. Otto Ferrene accepted the Proclamation

b. Disabilities Awareness Month

Mr. Harold Watson, Director of PEP accepted the Proclamation.

7) **APPROVAL OF MINUTES**

a. Regular Town Council Meeting – February 1, 2011

Mr. Heitzke moved to approve. Mr. Williams seconded. The minutes were approved by a vote of 5-0-2. Mr. Ferguson and Mr. Edwards abstained because they were not present at the meeting.

b. Special Town Council Meeting – February 2, 2011

Mr. Williams moved to approve. Mr. Harkins seconded. The minutes were approved by a vote of 4-0-3. Mr. Heitzke, Mr. Ferguson and Mr. Edwards abstained because they were not present at the meeting.

8) **REPORT OF THE TOWN MANAGER**

a. Town Manager's Items of Interest

Mr. Riley invited Scott Liggett to give an update on the status of the recycling program. Mr. Liggett reviewed the schedule of events for the program.

Mr. Riley reported on some Items of Interest.

b. Semi-Annual Report of the Planning Commission – Al Vadnais, Chairman

Mr. Vadnais provided Town Council with an update on the Planning Commission activities for the second half of 2010.

9) **REPORTS FROM MEMBERS OF COUNCIL**

a. General Reports from Council

Mr. Williams said he received a call from a representative of a company interested in conducting helicopter tours on Hilton Head Island from the airport. He wanted to go on record that he was against such a venture. Mr. Williams moved to send a letter to the company under the Mayor's signature stating Council's opposition. Mr. Harkins seconded. The motion was approved by a vote of 6-1. Mr. Ferguson was opposed.

Mr. Williams spoke on the issue of dredging stating the MID Law only allows dredging of canals. Mr. Williams moved to send a letter to the Legislative Delegation urging them to amend the MID status by inserting "canals and/or waterways" where required. Mrs. Likins seconded. The motion was approved by a vote of 7-0.

b. Report of the Intergovernmental Relations Committee – George Williams, Chairman

Mr. Williams reported the Committee met on February 22, 2011 to review bills and discuss issues relevant to the Town.

c. Report of the Personnel Committee – Bill Ferguson, Acting Chairman

None.

d. Report of the Planning and Development Standards Committee –Bill Ferguson, Chairman

Mr. Ferguson stated the Committee met on February 23, 2011 and there will be three recommendations for approval coming forward to Town Council. He said they recommended approval to designate April as Fair Housing Month, approval of an increase in height of cell towers on Fire Station 7 property and approval of a zoning map amendment for Fire Station 7.

Report of the Public Facilities Committee – Kim Likins, Chairman

Mrs. Likins stated the Committee met today and approved to recommend that Town Council hire a consultant to review and evaluate data for the proposed Sea Pines dredging project.

e. Report of the Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins explained one of the goals of the Public Safety Committee is to extend a welcome mat to area neighborhoods that wish to meet to discuss particular issues or concerns they may have. He announced there will be a meeting with Sheriff's Department and citizens of North and South Forest Beach area on March 3, 2011 at 5:30 p.m. He stated the Sheriff's Department hopes to get ideas from citizens and will report back to the Public Safety Committee.

10) APPEARANCE BY CITIZENS

Mr. Clint Van Aswegen spoke concerning the need for additional hard surface tennis courts.

11) UNFINISHED BUSINESS

- a. Second Reading of Proposed Ordinance 2011-03 authorizing the transfer of 1.390 acres of real property being a portion of the realigned Wildhorse Road and Horseshoe Road rights of way to South Carolina Department of Transportation, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2009), and Sec. 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.**

Mr. Heitzke moved to approve. Mr. Ferguson seconded. The motion was approved by a vote of 6-0-1. Mr. Edwards abstained.

12) NEW BUSINESS

- a. First Reading of Proposed Ordinance 2011-01 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, to revise Sections 16-4-1601 and 16-4-1602. This amendment commonly referred to as the *Density Conversion LMO Amendments* as noticed in the Island Packet on November 28, 2010, includes changes that provide for amendments to density standards; and providing for severability and an effective date.**

Mr. Heitzke moved to approve. Mr. Williams seconded. The motion was approved by a vote of 6-0-1. Mr. Edwards abstained.

- b. First Reading of Proposed Ordinance 2011-02 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, to revise Section 16-4-1307. This amendment commonly referred to as the *Airport Runway Length Amendment* as noticed in the Island Packet on November 7, 2010, includes changes that provide for an amendment to aviation/surface passenger terminal; and providing for severability and an effective date.**

Mr. Harkins moved to approve. Mr. Williams seconded. Mr. Harkins asked if this proposed ordinance placed any restriction or limitation on the recent joint County/Town resolution endorsing the Talbert and Bright Master Plan supporting a two phased approach leading to the possibility of a 5400 foot runway. Mr. Riley said it does not. He stated the joint resolution is support for an extension in two phases. He explained this proposed ordinance deals with phase one and said as things become more involved there will be other LMO changes required to accommodate phase one. Mr. Riley informed Council other changes will be necessary as we move to phase two, including actual land uses because that involves actual acquisition of property that is not currently zoned for airport use. He explained this is step one in a multi-step process.

Mr. Bob Richardson, Mr. Bob Gentzler, Mr. Ron Smetek and Mr. Leo Brennan spoke in opposition to the proposed ordinance. As a matter of record, their printed comments are an attachment to the minutes. Mr. Dan Cleyrat spoke in opposition to the proposed ordinance and had no printed remarks. Mr. Heitzke and Mr. Ferguson both spoke against the proposed ordinance. The motion was approved by a vote of 5-2. Mr. Heitzke and Mr. Ferguson were opposed.

- c. First Reading of Proposed Ordinance 2010-26 to Amend Title 16 of the Municipal Code Of The Town Of Hilton Head Island, South Carolina, the Land Management Ordinance, by amending Section 16-4-102, the Official Zoning Map, specifically amending a 1.97 acre parcel identified as Parcel 218 on Beaufort County Tax Map #18, within the Sea Pines Master Plan under the Planned Development Mixed-Use District, to assign residential use to Lot A Cordillo Parkway; and providing for severability and an effective date.**

Mayor Laughlin disclosed a potential conflict of interest, handed the gavel to Mr. Heitzke and temporarily left the dais. Mr. Heitzke accepted the gavel and conducted this portion of the meeting. Mr. Ferguson moved to approve. Mr. Williams seconded. The motion was approved by a vote of 6-0-1. Mayor Laughlin recused. (Conflict of Interest form attached.)

Mayor Laughlin returned to the dais at this time. Mr. Heitzke passed the gavel to Mayor Laughlin to conduct the remainder of the meeting.

- d. Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Land Management Ordinance (LMO) Rewrite Committee composed of a broad range of Islanders formed to rewrite the LMO to simplify the Town's land development regulations after reviewing and making recommendations in the following areas:**

Development Application Review and Permitting Processes and Procedures; Zoning Districts; Design Standards; Administrative Waivers; Nonconformities; PD-1's; and Identification and Prioritization of Revitalization and Investment Zones.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. Mr. Williams noted the covenants of all properties on the Island should be considered while this work is being done. Mrs. Likins moved to amend Attachment A of the resolution – Process for Comprehensive Review and Update of LMO concerning the membership to read: “*Membership: The composition of the Committee shall include seven (7) voting and three (3) non-voting members whose qualifications may include the following:*” and incorporate a change of one (1) member to two (2) members of Town Council. Mr. Harkins seconded. The motion on amending Attachment A was approved by a vote of 7-0. The original motion as amended was approved by a vote of 7-0.

e. Consideration of a proposal to do television advertising on the Heritage Classic Golf Tournament.

Mr. Williams moved to approve. Mr. Heitzke seconded. Mr. Riley explained the best source of funding would be to utilize the Emergency Advertising Account. He stated he would be coming forward with a recommendation to Town Council for changes concerning the account. He explained he would like to establish procedures where Town Council on a one-time basis could spend money over the one million dollars and that would also free up funds not spent during the fiscal year to go to supplemental advertising. Mayor Laughlin explained this is for the cost of producing the ads. Mr. Riley noted if a sponsor comes forward for the Heritage Tournament, the Town may not get all the ad time speculated but will still incur production costs. The motion was approved by a vote of 7-0.

**13) 5:30 P.M. BUSINESS LICENSE REVOCATION HEARING –
R. H. REALTY & RENTALS, INC.**

Mr. Steven Markiw spoke on behalf of the Town of Hilton Head Island. Mr. Robert Hoisington and Mr. William Hoisington spoke on behalf of R. H. Realty and Rentals. They asked if Town Council would consider letting them keep their business license. At 5:55 p.m. Mr. Williams moved to adjourn to Executive Session for the purpose of obtaining advice from Legal Counsel. Mr. Ferguson seconded. Mayor Laughlin called the meeting back to order at 6:18 p.m. At that time, Mrs. Likins moved that Town Council continue this hearing until the first Tuesday in May of 2011 upon the conditions that: (1) R. H. Realty & Rentals allows a complete review of all financial records of R. H. Realty & Rentals immediately; (2) R. H. Realty & Rentals agrees to resume payment of the \$2,500 per month beginning March 20, 2011 until a decision is made by Town Council. Mr. Williams seconded. Mayor Laughlin asked if there was any comment from anyone from R. H. Realty and Rentals. Mr. Robert Hoisington asked if someone was to review their books immediately. It was confirmed that was the case. He then stated he understood they were to resume original agreement of payment of \$2,500 per month until Town Council meets again on the subject. The motion was approved by a vote of 7-0.

Mayor Laughlin emphasized this agreement depends on R. H. Realty and Rentals full and complete cooperation with the review of the financials. He stated Steven Markiw will get in touch with them to arrange for the review.

14) EXECUTIVE SESSION

Mr. Riley stated he needed an executive session for contractual matters pertaining to land acquisition; contractual matters pertaining to a request for an encroachment agreement across Summit Drive to serve the new County Airport crash and rescue facility; contractual matters pertaining to a request for a right-of-entry over a portion of the Ashmore Tract for Palmetto Electric; legal matters pertaining to potential litigation; and personnel matters pertaining to appointments to the LMO Rewrite Committee.

At 6:20 p.m., Mr. Heitzke moved to go into Executive Session for the reasons stated by the Town Manager. Mr. Williams seconded. The motion was approved by a vote of 7-0.

Mayor Laughlin called the meeting back to order at 7:43 p.m. and asked if there was any business to take up as a result of executive session.

Mr. Heitzke moved that the Town Council for the Town of Hilton Head Island adopt a resolution authorizing the Mayor and/or Town Manager to execute and deliver a right of entry to Hargray Telephone Company over a portion of Summit Drive for the installation of a telecommunications cable. Mr. Williams seconded. The motion was approved by a vote of 7-0.

Mr. Edwards moved that the Town Council for the Town of Hilton Head Island appoint the following members to the LMO (Land Management Ordinance) Rewrite Committee: Tom Crews, David Ames, Gail Quick, Walter Nestor, Chris Darnell, Jim Gant and a Realtor to be named at a later time by the Mayor, as well as, Charles Cousins, Kim Likins and Bill Ferguson as ex-officio members. George Williams seconded. The motion was approved by a vote of 7-0.

15) ADJOURNMENT

Mr. Williams moved to adjourn. Mr. Heitzke seconded. The meeting was adjourned at 7:44 p.m.

Vicki Pfannenschmidt, Secretary

Approved:

Drew A. Laughlin, Mayor

Hello, my name is Bob Richardson and I am a resident of Palmetto Hall Plantation.

My questions to the Town Council deal with the recently updated Airport Master Plan, whose recent adoption by both the County and Town Councils is the reason for the change to the LMO that is being discussed tonight.

It is my understanding the Master Plan report was updated prior to its submission to the FAA. This updated report has not been made available to the general public **and, as you should know,** there have been several criticisms of its conclusions.

I trust that all Town Council Members have had a chance to review the revised Master Plan final report, and, if not, I would suggest that you do, and **I trust that this Council will make copies available** to its constituents, particularly those who will be most affected by any implementation of the plan's recommendations.

Flaws to that Master Plan's conclusions, and related questions and observations by a county council member with respect to the continuation of Commercial Service by US Airways at the Hilton Head Airport were written into the record at last evening's Beaufort County Council meeting, reinforcing the fact **that the primary goal for initiating master planning studies by both the County and Hilton Head Councils should be** to identify any and all necessary improvements to the airport to insure continued commercial service.

The recent article in the Sunday Packet that reported the meeting between BCC Council members and Piedmont Airlines, a wholly owned subsidiary of US Airways, shows us that **our town council representatives should also** be deeply involved in any and all discussions with commercial carriers.

Clearly this should be done in as much as **your constituents in Palmetto Hall, Port Royal, Indigo Run, Baygall and the St. James Baptist Church and other adjacent communities** are the ones who will be adversely affected by any runway changes to the current airport length. Thank you

Comments for HHI town council. Mar 1, 2011

My name is Bob Gentzler, an officer of the Palmetto Hall Property Owners' Association and an 11 year resident the island. I support a safe airport on this island. I support the need to renew the Island and create a strong future.

I *very strongly* urge you to *vote against* any changes to the existing Land Management Ordinance (LMO) relative to the runway length at Hilton Head Island Airport today.

Concerning this current issue of supporting an expansion of the runway I would suggest you require answers to the following questions before making any decision.

1. What runway length is required to sustain commercial service. Please ask the county officials that recently visited USAIR Piedmont why they didn't ask that question.
2. How many jet aircraft types will benefit from 5000 ft expansion ? What fraction of the total is that ? What possible economic impact will that have on Hilton Head ?
3. In order to expand the runway the following are needed
 - Aviation agreements with all properties impacted - suggest they all be in place
 - Environmental impact especially detailing the increased community noise and specific mitigation to have no net impact.
 - A realistic cost benefit analysis that justifies the tens of millions of tax payer dollars required..

With answers to these questions you can make an informed decision on supporting an expansion or not. I suggest you not adopt any measure that would allow expansion before being informed.

Thank You

March 1, 2011

Point Paper
On
Proposed Land Management Ordinance 2011-02
“Airport Runway Length Amendment”

I am Ron Smetek, Vice President of the Palmetto Hall Property Owners' Association.

On behalf of over the 500 members, and registered voters, of Palmetto Hall, and its Board of Directors, I *very strongly* urge you to *vote against* any changes to the existing Land Management Ordinance (LMO) relative to the runway length at Hilton Head Island Airport.

- Under no circumstances should any change to the LMO be approved before a comprehensive assessment and analysis is made on the actual need for runway extension to support commercial operations at the Airport.
- The facts are:
 - US Airways and Piedmont Airlines do not require *any* runway extension for continued, safe commercial service to the Airport, nor have they asked for any runway extension.
 - Extension of the runway to either 5000' – as permitted by the LMO change proposal -- or to 5400', per the Master Plan, will do absolutely nothing to increase the number of passengers serviced by US Airways and Piedmont at the Airport. The airlines are operating below maximum capacity now – with the current runway length.
 - Extending the runway will do nothing for our tourist industry. Over 97% of all visitors arrive via our roads and bridges, with the airport handling less than 2% of the Island's tourism activity. Again, the airlines are consistently underselling available seats.
 - Extending the runway will do nothing guarantee viability of the Heritage Golf Tournament. The tournament golfers that arrived by aircraft in the past – by private or commercial aircraft -- will continue to do so with the runway at its current length.

Our recommendations to you regarding the proposed change to the LMO for runway lengthening are straight-forward:

- Defer any change to the LMO until the Master Plan -- produced by Talbert & Bright at taxpayer expense -- stops changing, and the significant errors and omissions in it are corrected.
- Defer any change to the LMO until a detailed cost/benefit analysis of the runway extension is completed. Our assessment is that the costs will approach \$50 million, and the benefits to the community will be nil. No taxpayer – at the Federal, State, County, or Town level – can afford to pay for that kind of unsubstantiated expense.

In summary:

- We support well-conceived commercial operations at the airport.
- We do not support runway expansion without solid justifications – and there are none.
- We have been good neighbors to the airport; we expect the airport to be a good neighbor to us.
- We ***very strongly*** urge you to ***vote against*** the proposed change to the existing Land Management Ordinance (LMO) relative to the runway length at Hilton Head Island Airport.

Town Hall Meeting - First Reading of the 5,000' Runway LMO Revision

March 1, 2011

My name is Leo Brennan. I am a member of the Port Royal Plantation Board of Directors.

I have a rhetorical question for the Town Council members, that voted for the MP. Was your vote based on facts or on incomplete and misleading information?

For Example:

(A) "We have to do this to retain commercial service:

There are things in the Master Plan (MP) that benefit commercial service. Unfortunately determining the runway length required for the turboprop commercial aircraft currently servicing HXD and regional jets, a potential replacement in the future is not one of them. Not the way these aircraft are currently used for the short hauls to Charlotte and until recently Atlanta. What the MP does tell us is the runway length required for these aircraft at Maximum Take-off Weight. The net result is that the MP recommends a runway length that is longer than the turboprops require and not long enough for regional jets at MTOW. I think that this last part bears repeating: Based on the data in

the MP the longest runway, that it proposes, is not long enough for regional jets.

You may notice that the MP lists commercial aircraft on the same tables as general aviation aircraft. The commercial aircraft, however, do not appear in the section of the FAA document used to determine the recommended runway length. The runway length recommended was determined by the longest runway requirement for the 75 general aviation aircraft, used in the study, at 60 % of Useful Load.

Haul distances were considered in deciding on the 60% . I want to go back to the haul distance part again. Isn't this the same as how the aircraft are actually being used? The MP also shows these same general aviation aircraft at 90 % of Useful Load with a runway requirement of 8,300 ft.

My whole point is if the MP is recommending a runway length, for general aviation aircraft , the way they are actually used; why shouldn't the consultants have worked with the airlines, to do the same thing for the commercial service aircraft. I hope you agree that this is information that you should of had before being asked to cast your vote?

Just a point of information on the same subject. Are you aware that 48% of the total project cost, \$24.1 Million, is clearly identifiable for expansion exclusive to the general aviation side of the airport?

I think that most of us understand that keeping commercial service is a decision that the airlines will make based on their bottom line. When Delta pulled out last Fall, they also pulled-out of three other airports in the Southeast. All with runways considerably longer than recommended by the MP. One with a 8,800 ft runway.

B.) You may have voted for the Master Plan because the expansion can be accomplished on the airports current footprint. This is not actually the case. The Master Plan includes \$21.8 million to acquire approximately 48 acres of private property to expand the airports footprint by approximately 30%. This includes the acquisition of ExecAir.

C.) If cost was a consideration, you voted with incomplete information.

The original projected cost was \$43.3 million. In December this was increased by 21 % to \$53.7 million to adjust for the purchase of the ExecAir hangers.

D.) If you voted for the MP because the FAA will pay for 95 % of the cost, you may be disappointed . Except for airfield expansion there is nothing, that I can find, in the Master Plan, that supports the 95 % for all projects. There is, however, a considerable amount of language that cautions that the amount of federal funding is not a certainty.

E.) If tourism was a consideration, I hope that the Chamber of Commerce's insert in the May 16th Island Packet did not influence you. This promotional piece claimed that 24% of the Island's visitors arrived by air. A review of the study's source data revealed that they included visitors who came through airports in Savannah, Atlanta, Charleston, Charlotte, Jacksonville and unidentified more distant locations Base on this study only 4.5 % came through the Hilton Head Island airport.

Thank you for listening to me. There is an alternative that I would like to review with anyone that is interested or if you question anything that I said here today.



Items of Interest

March 15, 2011

1. Town News

- a) Firefighters Aaron Fisher and Spencer Kurtz recently completed the South Carolina Fire Academy's 8-week Firefighter Candidate School. Each of them is now nationally certified by IFSAC as Firefighter IIs and Haz Mat Operations personnel. Firefighter Fisher was also voted to receive the Order of the Maltese Award by the students and instructors of the program.

(Contact: Lavarn Lucas, Fire Chief, 682-5153)

- a) The Town's contractor, JS Construction Services, Inc. of Bluffton, has begun work on the construction of pathway improvements along Mathews Drive, north of US 278, and a roundabout at the intersection of Mathews Drive and Beach City Road. The pathway will be built on the western (opposite the airport) side of the road. The project began on January 31st and will take four months to complete.

(Contact: Jeff Buckalew, Town Engineer – phone 341-4772)

2. Noteworthy Events

- a) Some of the upcoming meetings at Town Hall:
- Planning Commission – March 16, 3:00 p.m.
 - LMO Committee – March 16, 6:00 p.m.
 - Design Review Board – March 22, 1:15 p.m.
 - Planning and Development Standards Committee – March 23, 4:00 p.m.
 - Board of Zoning Appeals, March 28, 2:30 p.m.
 - Planning Commission (Special Meeting) – March 29, 3:00 p.m.
 - Public Safety Committee – April 4, 10:00 a.m.
 - Public Projects and Facilities Committee – April 5, 2:00 p.m.
 - Town Council – April 5, 4:00 p.m.

(Meetings subject to change and/or cancellation. Please visit the Towns' website at www.hiltonheadislandsc.gov for meeting agendas)

2011 Hilton Head Island Events

Date	Time	Event	Location
Saturday, March 19, 2011	11:00 a.m. – 6:00 p.m.	WingFest	Shelter Cove Community Park
Saturday, March 19, 2011	5:30 p.m. – 11:00 p.m.	Wine Auction Gala	Art Center of Coastal Carolina Parking Lot
Saturday, March 26, 2011	9:00 a.m. – 1:00 p.m.	World's Largest Yard Sale	Hilton Head Island High School Parking Lot
Saturday, April 2, 2011	11:00 a.m. – 5:00 p.m.	Celebrate Earth Day	Shelter Cover Community Park

**2011 Policy Agenda
March**

Top Priority

Target	Chief Contact	Comments
▪ Heritage Golf Tournament: Seek to Secure Its Long-Term Future	Steve Riley Greg DeLoach	Meetings with Governor and others continue. Brought forward proposal regarding advertising.
▪ Technology Infrastructure: Evaluation and Direction of Town's Role	Shea Farrar	Rezoning for tower at Fire Station 7 working their way through the approval process and lease being developed. Staff working with a group sponsored by the Greater Island Committee on this issue.
▪ LMO: Amend to Foster Greater Flexibility, Simplicity, and Revitalization	Teri Lewis	Town Council has appointed a committee to guide this effort.
▪ Coligny Area Redevelopment: Conceptual Plan, Direction, and Town's Role	Mike Roan	Plan presented at Town Council workshop presented to affected property owners who are currently conducting market studies to determine densities and lands required for incentive for development.
▪ South Island Marina Dredging: Determine Town's Role and Funding	Scott Liggett Susan Simmons	Discussions are on-going. Public Facilities Committee recommendation regarding the expenditure budgeted funds to be presented to Council for action March 15, 2011
▪ Redevelopment Authority/Community Development Corporation: Evaluation and Direction	Shawn Colin	Staff developing recommendation on Town's approach to address economic development and redevelopment, including recommendations on staff roles and responsibilities and organizational structure.

High Priority

Target	Chief Contact	Comments
▪ Economic Development Corporation: Evaluation	Shawn Colin	Staff developing recommendation on Town's approach to address economic development and redevelopment, including recommendations on staff roles and responsibilities and organizational structure.
▪ Mitchelville Development: Evaluate Business and Master Plan and Town's Role	Jayme Lopko	Mitchelville Preservation Project Committee is currently drafting a business and master plan to be brought to Town Council for approval. An archeological study of the Fish Haul property may be required prior to finalizing these documents.
▪ Proactive Marketing Campaign and Program: Broaden Marketing of Island to Retirees and Businesses	Steve Riley	Proposal regarding Heritage Advertising may be first small step in this area.
▪ Shelter Cove Mall Redevelopment: Conceptual	Mike Roan	In discussion with the Mall owners
▪ Chaplin Linear Park and Boardwalk: Determine Project Priority for Funding and Develop Detailed Plans	Shea Farrar	Developing concept plans including the potential linear trail alignment to help determine the overall scope of the project.

Moderate Priority

Target	Chief Contact	Comments
▪ Regional Coalition: Development	Steve Riley	Working to set up meetings with two counties through Lowcountry Economic Alliance.
▪ Shoreline Change Blue Ribbon Committee: Closely Monitor	Scott Liggett	First Committee Meeting set for March 29, 2011 in Columbia. Staff plans to attend.

<ul style="list-style-type: none"> Community Based Education Program on Environmental Stewardship 	Sally Krebs	Extensive suggestions for implementation, including costs and timelines, have been developed and are currently under management review.
<ul style="list-style-type: none"> Fire Station #6 Direction 	Charles Cousins	Working with the Palmetto Dunes POA and Greenwood Development to finalize plans.
<ul style="list-style-type: none"> Law Enforcement Center: Seek to Acquire with County 	Steve Riley Greg DeLoach	Conversations with County continue.
<ul style="list-style-type: none"> Public Information Enhancement 	Greg DeLoach	<p>“Our Town” Newsletter will contain 5 pages regarding the value of Town services;</p> <p>Security camera appearances on WHHI;</p> <p>Adventure Radio interview regarding Beach City Rd./Mathews Drive Traffic Circle;</p> <p>N. and S. Forest Beach Crime Forum</p>

**2011 Management Targets
March**

Top Priority

Target	Chief Contact	Comments
<ul style="list-style-type: none"> Airport Issues: Follow up on Tree Issues and Masterplan Implementation 	Charles Cousins	The appeals to Circuit Court of the Town permit issuing approval to address the trees on airport property on the north end of the runway will be heard in March.
<ul style="list-style-type: none"> EcoTourism Conference: Work with Chamber 	Steve Riley	Staff is working with event organizers to offer support and suggest program ideas and on-site tour options.
<ul style="list-style-type: none"> Habitat Housing Project: Evaluate Specific Proposal 	Charles Cousins	Habitat evaluating how they will move forward.
<ul style="list-style-type: none"> Recreation Center Expansion: Evaluate Feasibility Study 	Nicole Dixon	Town Council approved the findings of the Feasibility Study and directed staff to work with our consultant on preparing a Master Plan for the Rec Center expansion, and to find existing vacant space to house the SHARE Senior Center. Staff is currently working with the consultant on drafting a scope of work for the master plan and preparing the contract.
<ul style="list-style-type: none"> Legislative Program 	Greg DeLoach	Sent 2 letters to House Ways & Means Committee, Senators Davis & Pinckney opposing the LGF cut. Mayor signed onto a letter sent to the S.C. Congressional Delegation regarding funding for the Community Development Block Grant Program.
<ul style="list-style-type: none"> Stormwater Utility Needs and Agreements 	Cary Gaffney	Staff is negotiating a new Storm Water Utility Inter-governmental Agreement with the County; the existing agreement expires on 9/4/11 -Targeting to get draft agreement to County by Mid March. Entering the final stages of negotiations on the Palmetto Hall storm water agreement. Have begun discussions with Palmetto Dunes, Leamington, Wexford, and Sea Pines on other PUD storm water maintenance agreements. Maintenance contractor is addressing storm water repairs throughout the island.

High Priority

Target	Chief Contact	Comments
<ul style="list-style-type: none"> Business License Code: Evaluation and Direction 	Susan Simmons	Finance will request funding for BL Code evaluation including SIC vs. NAICS study in the FY12 budget. Requested funding was not authorized for FY11. Finance does not recommend piecemeal rewrite of Code at this time.

<ul style="list-style-type: none"> ▪ Bicycle Friendly Community: Seek Designation 	Marcy Benson	An application was submitted to the League of American Bicyclists in February with the intent of gaining the “Bicycle Friendly Community” award. The review of the application is expected to take a couple of months with the award announcements anticipated in late April – early May.
<ul style="list-style-type: none"> ▪ Residential Recycling Development 	Alice Derian	Letters along with brochures have been mailed to all residents, as well as property owners. The website has been updated with current information and meetings with management companies are on-going.
<ul style="list-style-type: none"> ▪ Town Council Redistricting: Direction 	Steve Riley	Awaiting detailed census figures due later this Spring. Expect that State Data Center will offer regional briefings and guidance.

CIP Monthly Report- March, 2011

Project	Chief Contact	Comments
<ol style="list-style-type: none"> 1. WHP Resurfacing Phase II 2. Fire Station #1 Replacement 3. Mathews Drive / Beach City Road Roundabout 4. Mathews Drive Pathway 5. Ground Mounted Street Signs – Phase I 6. Squire Pope Area Drainage Project 7. Miller’s Pond Drainage Project 8. US 278 Improvements at Windmill Harbour 9. Marshland Road / Mathews Drive Roundabout 10. Mathews Connectivity 11. Pathway repairs and rejuvenation 	Scott Liggett	<ol style="list-style-type: none"> 1. Clean-up is ongoing , contract completion date March 31, 2010 2. Work underway 3. Work underway 4. Work underway 5. Work complete 6. Work complete 7. Project under contract, target start date early April. 8. RFQ released, consultant selection process on-going 9. RFQ released, consultant selection process on-going 10. RFQ released, consultant selection process on-going 11. Work underway



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, C.M., *Town Manager*
VIA: Teri Lewis, AICP, *LMO Official*
FROM: Nicole Dixon, *Senior Planner*
CC: Charles Cousins, AICP, *Director of Community Development*
DATE March 2, 2011
SUBJECT: Proposed Ordinance No. 2011-01
Proposed Density Conversion Land Management Ordinance (LMO)
Amendment

Town Council made no changes to proposed Ordinance No. 2011-01 as a result of the first reading on March 1, 2011.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.:

PROPOSED ORDINANCE NO.: 2011-01

AN ORDINANCE TO AMEND TITLE 16 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THE LAND MANAGEMENT ORDINANCE, CHAPTER 4, TO REVISE SECTIONS 16-4-1601 AND 16-4-1602. THIS AMENDMENT COMMONLY REFERRED TO AS THE *DENSITY CONVERSION LMO AMENDMENTS* AS NOTICED IN THE ISLAND PACKET ON NOVEMBER 28, 2010, INCLUDES CHANGES THAT PROVIDE FOR AMENDMENTS TO DENSITY STANDARDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance (LMO); and

WHEREAS, the Town Council now intends to amend Chapter 4 to provide for general amendments to Density Standards; and

WHEREAS, this amendment is supported by Town Council's Policy Agenda for 2011 which includes amending the LMO to foster greater flexibility, simplicity and revitalization as a top priority; and

WHEREAS, this amendment is also supported by the 2010 Comprehensive Plan which promotes providing flexibility for redevelopment opportunities; and

WHEREAS, the Town Council intends to amend the Density Standards requirements in an effort to be more flexible for redevelopment opportunities to allow residential properties the ability to increase their density through use conversions; and

WHEREAS, the Planning Commission held a public hearing on December 15, 2010 and voted to recommend that Town Council approve the amendments; and

WHEREAS, the Planning and Development Standards Committee met on January 26, 2011 and voted to recommend that Town Council approve the proposed amendments; and

WHEREAS, Town Council now finds that, upon further review, it is in the public interest to adopt the attached revisions to Chapter 4 of the Land Management Ordinance.

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 SAID AUTHORITY OF COUNCIL:

Section 1. Amendment. That the Land Management Ordinance of the Town of Hilton Head Island, South Carolina, be, and the same hereby is, amended to read as indicated on the attached pages.

NOTE: New text is indicated by a double underline and deleted text is indicated by a ~~strike through~~.

Section 2. Severability. If any sections, 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 attest the validity of the remaining portions thereof.

Section 3. Effective Date. This 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 COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____ 2011.

Drew A. Laughlin, Mayor

ATTEST:

Betsy R. Mosteller, CMC, Town Clerk

Public Hearing: December 15, 2010

First Reading: March 1, 2011

Second Reading:

Approved as to form:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

Sec. 16-4-1601. Density Standards Table

Maximum density in any District shall conform to the Table below unless use conversions are permitted to allow additional density or bonus densities are used as set forth in Sections 16-4-1602 and 16-4-1603.

Sec. 16-4-1602. Use Conversions

In order to promote flexibility in the following areas: DCW, CC, CFB, CCW, WMU, MMU, RD, and SMU Zoning Districts, an existing eating establishment or retail sales and service establishment that is accessory to and within an existing residential structure may be converted to a residential unit or units upon the Administrator's determination that the development can support the required amount of parking. The alteration shall not expand beyond the footprint of the existing residential structure and shall not cause the structure to become nonconforming.

Sec. 16-4-16023. Bonus Densities

Sec. 16-4-16034. Maximum Site Density in PUDs

Sec. 16-4-16045. Computation of Density for Lock-Out Room

Sec. 16-4-16056. Maximum Impervious Coverage and Minimum Open Space

Sec. 16-4-16067. Impervious Coverage in PD-1 District

Sec. 16-4-16078. Open Space in PD-1 District



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Town Council
VIA: Teri Lewis, AICP, *LMO Official*
CC: Charles Cousins, AICP, *Director of Community Development*
FROM: Heather L Colin, AICP, *Development Review Administrator*
DATE: March 2, 2011
SUBJECT: Proposed Ordinance No. 2011-02
Airport Runway Length Land Management Ordinance (LMO) Amendment

Town Council made no changes to proposed Ordinance No. 2011-02 as a result of the first reading on March 1, 2011.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.:

PROPOSED ORDINANCE NO.: 2011-02

AN ORDINANCE TO AMEND TITLE 16 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THE LAND MANAGEMENT ORDINANCE, CHAPTER 4, TO REVISE SECTION 16-4-1307. THIS AMENDMENT COMMONLY REFERRED TO AS THE *AIRPORT RUNWAY LENGTH AMENDMENT* AS NOTICED IN THE ISLAND PACKET ON NOVEMBER 7, 2010, INCLUDES CHANGES THAT PROVIDE FOR AN AMENDMENT TO AVIATION/SURFACE PASSENGER TERMINAL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance (LMO); and

WHEREAS, the Town Council now intends to amend Chapter 4 to provide for an amendment to Aviation/Surface Passenger Terminal; and

WHEREAS, the Adopted 2010 Hilton Head Island Airport Master Plan supports lengthening the existing runway; and

WHEREAS, the Beaufort County Council and Town Council on October 27, 2010 jointly approved Resolution 2010-24, directing the Town Manager to begin the process of amending LMO Section 16-4-1307 to provide for a runway length of 5,000 linear feet; and

WHEREAS, the Planning Commission held a public hearing on December 15, 2010 and voted to recommend that Town Council approve the amendment; and

WHEREAS, the Planning and Development Standards Committee met on January 26, 2011 and took no action on the proposed amendment; and

WHEREAS, Town Council now finds that, upon further review, it is in the public interest to *<MOTION>* the attached revision to Chapter 4 of the Land Management Ordinance.

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 SAID AUTHORITY OF COUNCIL:

Section 1. Amendment. That the Land Management Ordinance of the Town of Hilton Head Island, South Carolina, be, and the same hereby is, amended to read as indicated on the attached pages.

NOTE: New text is indicated by a double underline and deleted text is indicated by a ~~strike through~~.

Section 2. Severability. If any sections, 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 attest the validity of the remaining portions thereof.

Section 3. Effective Date. This 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 COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____ 2011.

Drew A. Laughlin, Mayor

ATTEST:

Betsy R. Mosteller, CMC, Town Clerk

Public Hearing: December 15, 2010

First Reading: March 1, 2011

Second Reading:

Approved as to form:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

Staff Explanation: *At the Special Joint Session of Beaufort County Council and Town Council on October 27, 2010, Town Council approved Resolution 2010-24, directing the Town Manager to begin the process of amending LMO Section 16-4-1307 to provide for a runway length of 5,000 linear feet. Accordingly, staff is proposing to amend this section to change the allowable runway length from 4,300 linear feet to 5,000 linear feet. This amendment is supported by the Adopted 2010 Hilton Head Island Airport Master Plan, which recommends lengthening the existing runway.*

Sec. 16-4-1307. Aviation/Surface Passenger Terminal

The length of the runway is limited to ~~4,300~~ 5,000 linear feet.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Steven G. Riley, C.M., *Town Manager*
VIA: Teri Lewis, AICP, *LMO Official*
CC: Charles Cousins, AICP, *Director of Community Development*
FROM: Mike Roan, *Urban Design Administrator- Community Development*
DATE: March 3, 2011
SUBJECT: Proposed Ordinance No. 2010-26- ZMA090003

Town Council made no changes to proposed Ordinance No. 2011-02 as a result of the first reading on March 1, 2011.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.:

PROPOSED ORDINANCE NO.: 2010-26

AN ORDINANCE TO AMEND TITLE 16 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THE LAND MANAGEMENT ORDINANCE, BY AMENDING SECTION 16-4-102, THE OFFICIAL ZONING MAP, SPECIFICALLY AMENDING A 1.97 ACRE PARCEL IDENTIFIED AS PARCEL 218 ON BEAUFORT COUNTY TAX MAP #18, WITHIN THE SEA PINES MASTER PLAN UNDER THE PLANNED DEVELOPMENT MIXED-USE DISTRICT, TO ASSIGN RESIDENTIAL USE TO LOT A CORDILLO PARKWAY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on April 23, 1984, the Town of Hilton Head Island did adopt the Sea Pines Master Plan; and

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance (the "LMO"); and

WHEREAS, the Town Council now finds that, upon further review, it is in the public interest that the subject 1.97 acre parcel be rezoned to include 'Residential' as a permitted use under the Sea Pines Master Plan; 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 Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on December 15, 2010 and voted to recommend that Town Council approve the amendment; and

WHEREAS, the Planning and Development Standards Committee met on January 26, 2011 and voted unanimously to recommend that Town Council approve the proposed amendment; and

WHEREAS, Town Council now finds that, upon further review, it is in the public interest to approve the proposed application.

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 SAID AUTHORITY OF COUNCIL:

Section 1. Amendment. That the official zoning map of the Town of Hilton Head Island, as referenced by Section 16-4-102 of the Land Management Ordinance, be, and the same hereby amended as follows:

The parcel identified as Parcel 218 on Beaufort County Tax Map #18 be rezoned to include 'Residential' as a permitted use under the Sea Pines Master Plan.

Section 2. Severability. If any sections, 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 attest the validity of the remaining portions thereof.

Section 3. Effective Date. This 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 COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____ 2011.

Drew A. Laughlin, Mayor

ATTEST:

Betsy R. Mosteller, CMC, Town Clerk

Public Hearing: December 15, 2010

First Reading: March 1, 2011

Second Reading:

Approved as to form:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, C.M., *Town Manager*
VIA: Teri Lewis, AICP, *LMO Official*
FROM: Nicole Dixon, *Senior Planner*
CC: Charles Cousins, AICP, *Director of Community Development*
DATE: February 24, 2011
SUBJECT: Proposed Ordinance No. 2011-04
ZMA100008 – Indigo Run Telecommunications Facility

Recommendation: Staff recommends that Town Council approve the attached application for Zoning Map Amendment (ZMA100008) for the proposed Indigo Run Telecommunications Facility.

At the February 23, 2011 meeting of the Planning & Development Standards Committee, the committee voted to forward the proposed application to Town Council with a recommendation of approval.

The Planning Commission met on January 19, 2011 to review this application and after a public hearing voted unanimously to find the application consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO.

Summary: Jay Sanders, with American Tower Corporation, is proposing to amend the Official Zoning Map by amending the Indigo Run Master Plan to add “Telecommunications Facility” as a permitted land use on Parcel B-1. The property is currently zoned PD-1 within the Indigo Run Master Plan and assigned land uses of “Residential” and “Private & Semi-Private Recreation”. Fire Station #7 is currently located on the subject property.

Background: This application is supported by Town Council’s Policy Agenda for 2011 which has the evaluation of Technology Infrastructure listed as a top priority.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2011-

PROPOSED ORDINANCE NO. 2011-04

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 16-4-102, THE OFFICIAL ZONING MAP WITH RESPECT TO THE CERTAIN PARCEL IDENTIFIED AS PARCEL 276 ON BEAUFORT COUNTY TAX MAP 11, FROM PD-1 (PLANNED DEVELOPMENT MIXED USE), WITH ASSIGNED USES OF "RESIDENTIAL" AND "PRIVATE & SEMI-PRIVATE RECREATION" TO PD-1 (PLANNED DEVELOPMENT MIXED USE), WITH ASSIGNED USES OF "RESIDENTIAL" AND "PRIVATE & SEMI-PRIVATE RECREATION" AND "TELECOMMUNICATIONS FACILITY"; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance ("LMO"); and

WHEREAS, Town Council's Policy Agenda for 2011 has the evaluation of Technology Infrastructure listed as a top priority; and

WHEREAS, the Planning Commission held a public hearing on said zoning map amendment application on January 19, 2011, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning Commission, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1505 of the LMO, voted unanimously to find the application consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO; and

WHEREAS, the Planning and Development Standards Committee held a public meeting on February 23, 2011 to review said zoning map amendment application, at which time a presentation was made by staff and an opportunity was given for the public to comment on the rezoning request; and

WHEREAS, the Planning and Development Standards Committee, after consideration of the staff report, public comments, and the criteria set forth in Section 16-3-1505 of the LMO, voted to recommend that Town Council approve the proposed amendment; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendations of the Planning Commission and the Planning and Development Standards Committee, the Town Council, upon further review, finds it is in the public interest to approve the proposed application.

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 16-4-102 of the LMO, be hereby amended to modify the zoning designation of the certain parcel identified as parcel 276 on Beaufort County Tax Map 11, from PD-1 (Planned Development Mixed Use), with assigned uses of “Residential” and “Private & Semi-Private Recreation” to PD-1 (Planned Development Mixed Use), with assigned uses of “Residential”, “Private & Semi-Private Recreation” and “Telecommunications Facility”. The attached Vicinity Map shows the location of the subject property.

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 TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2011.

Drew A. Laughlin, Mayor

ATTEST:

Betsy R. Mosteller, CMC, Town Clerk

Public Hearing: January 19, 2011

First Reading: March 15, 2011

Second Reading:

Approved as to form:

Gregory M. Alford, 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:	Public Hearing Date:
ZMA100008	Indigo Run Telecommunications Facility	January 19, 2011

Parcel Data or Location:	Property Owner	Applicant/Agent
<p><u>Existing Zoning District:</u> PD-1 (Planned Development Mixed Use), with assigned uses of “Residential” and “Private & Semi-Private Recreation”</p> <p><u>Proposed Zoning District:</u> PD-1 (Planned Development Mixed Use), with assigned uses of “Residential”, “Private & Semi-Private Recreation” and “Telecommunications Facility”</p> <p><u>Applicable Overlay District(s):</u> Corridor Overlay</p> <p><u>Parcel Affected:</u> Beaufort County Tax Map 11, Parcel 276</p>	<p>Town of Hilton Head Island One Town Center Court Hilton Head Island, SC 29928</p>	<p>Jay Sanders American Tower Corp. 900 Circle 75 Pkwy Atlanta, GA 30339</p>

Application Summary:
<p>Jay Sanders, with American Tower Corporation, is proposing to amend the Official Zoning Map by amending the Indigo Run Master Plan to add “Telecommunications Facility” as a permitted land use on Parcel B-1. The property is currently zoned PD-1 within the Indigo Run Master Plan and assigned land uses of “Residential” and “Private & Semi-Private</p>

Recreation”.

Staff Recommendation:

Staff recommends that the Planning Commission find this application to be consistent with the Town’s Comprehensive Plan and does serve to carry out the purposes of the Land Management Ordinance (LMO), based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Background:

The applicant is proposing to amend the Indigo Run Master Plan to add “Telecommunications Facility” as a permitted land use on Parcel B-1. The property currently has assigned land uses of “Residential” and “Private & Semi-Private Recreation”. According to LMO Section 16-4-209, in the PD-1 district, a Telecommunications Facility is a use that is restricted to locations where the Town-approved master plan or master plan text specifically states such use is permitted. Because the master plan does not list Telecommunications Facility as an assigned land use on the subject property, the applicant has requested a rezoning.

Fire Station #7 is currently located on the subject property. The new telecommunications facility will be located within a wooded area on the parcel so that it is heavily screened with vegetation. The property is surrounded by the Cross Island Parkway, Marshland Road and single family residential lots within Indigo Run.

The proposed 140 foot tower would be built for AT&T Mobility to provide residential coverage to Spanish Wells and portions of Indigo Run. The Town’s Fire & Rescue Department will also have space on the tower available to them for their communication equipment to increase communication coverage in this area.

This application is supported by Town Council’s Policy Agenda for 2011 which has the evaluation of Technology Infrastructure listed as a top priority.

Applicant’s Grounds for ZMA:

The applicant states that the proposed application is in conformance with the Comprehensive Plan and other Zoning Map Amendment criteria because a new telecommunications facility will improve cell phone and E911 coverage on the Island in areas where it is lacking in what is referred to as “cold” spots in the Comprehensive Plan. The proposed tower will be located in an area with natural vegetation to act as a buffer and screen it from adjacent properties and will be in compliance with all LMO regulations.

Summary of Facts and Conclusions of Law:

Findings of Facts:

- Notice of the Application was published in the Island Packet on December 12, 2010 as set forth in LMO (Land Management Ordinance) Sections 16-3-110 and 16-3-111.
- Notice of the Application was posted and mailed as set forth in LMO Sections 16-3-110 and 16-3-111.
- A letter was sent soliciting comments from the property owners' association as set forth in LMO 16-3-1502.
- A public hearing was held on January 19, 2011 as set forth in LMO 16-3-1504A.
- The Commission has authority to render their decision reached here in LMO Section 16-3-1504.

Conclusion of Law:

- The application, notice requirements, and public hearing comply with the legal requirements as set forth in LMO 16-3-110, 16-3-111, 16-3-1502 and 16-3-1504.

As set forth in Section 16-3-1505, Zoning Map Amendment Review Criteria, Planning Staff has based its recommendation on analysis of the following criteria:

Summary of Facts and Conclusions of Law:

Criteria 1: Consistency (or lack thereof) with the Comprehensive Plan (LMO Section 16-3-1505A):

Findings of Facts:

The Comprehensive Plan addresses this application in the following areas:

Land Use Element:

An Implication for Zoning Changes

Future land use decisions and requests for zoning changes will be determined using the background information contained in this plan as well as the future land use map, currently represented by the Town's Official Zoning Map.

Goal 8.1 – Existing Land Use

- A. The goal is to have an appropriate mix of land uses to meet the needs of the existing and future populations.

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 8.5 – Land Use Per Capita

- A. The goal is to have an appropriate mix and availability of land uses to meet the needs of existing and future populations.

Goal 8.10 – Zoning Changes

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

Community Facilities Element:

An Implication for Town Acquired Property on the Island

As the number of Town-owned properties continues to increase careful consideration of future utility is important to long range planning efforts.

Implication for Communications on the Island

As technology improves, it is important for the Town to implement improvements that will help to enhance the services provided to Island residents and visitors.

Implication for Communications on the Island

The Town should continue to monitor available technologies for improvements to the Town’s communications system for emergency management purposes as well as economic development incentives.

Goal 6.4 – Town Acquired Property

- B. The goal is to assess the utility and character of Town acquired property.

Goal 6.7 – Communications

- A. The goal is to have effective communication services that minimize service interruptions on the Island that support emergency management as well as economic development applications.

Implementation Strategy 6.7 – Communications

- A. Communication improvements should be made to improve capacity for economic development (3G) and emergency management through cooperation with service providers.

Economic Development Element:

Potential Strategies with Implications for the Comprehensive Plan

- o Promotion of the Island as world class, but quiet, well-maintained, coastal Island resort community with hi-speed telecommunication capability, road, sea and air access that may lend itself to segments like consulting, some focused medical or medical/sporting research where it is possible to operate with remote capability (“telecommuting”) and also enjoy a rich Island lifestyle.

Some Key Implementation Strategies – 7.7

Encouragement should be given to upgrading electronic telecommunication capability on the Island to facilitate development of the telecommuting market segment. Far too many wireless “cold” spots exist and 3G (third generation) capability on the Island (and higher as it evolves) is limited and spotty. A necessary element of the evolution of the Island’s economy will be the need to embrace the upgrading of reliable wireless capability if the Island is to attract and retain the rapidly growing telecommuting community market segment. Best Management Practice communities, such as Aspen

CO, provide excellent learning opportunities to adopt on the Island.

Conclusions of Law:

- Staff concludes that this application is consistent with the Comprehensive Plan, as set forth in LMO Section 16-3-1505A.
- The subject property is currently owned by the Town and developed as Fire Station 7. It is located in an area where additional telecommunication infrastructure is needed. This rezoning would provide an appropriate mix of land uses to meet the needs of the population and improve the quality of life on the Island.
- Increasing the land available for “Telecommunication Facilities” through this rezoning will help facilitate the construction of infrastructure needed to improve telecommunication services on the Island. This infrastructure is also needed for emergency management services.
- This rezoning will help to meet the market demands for improved cellular service, as well as meet the need for improved emergency management infrastructure, both of which help to improve the quality of life and desirability of the Island.

Summary of Facts and Conclusions of Law:

Criteria 2: Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood (LMO Section 16-3-1505B):

Findings of Facts:

- LMO Section 16-4-209 describes the purpose of the PD-1 zoning district: to recognize the existence of unique mixed use Planned Unit Developments within the Town.
- The present zoning of the property is PD-1, and according to the Indigo Run Master Plan, has assigned land uses of “Residential” and “Private & Semi-Private Recreation”.
- The application proposes to add “Telecommunications Facility” as a permitted use on the subject property.
- The uses in the vicinity are the Fire Station, single family residential, and the Cross Island Parkway.

Conclusion of Law:

- Staff concludes that the land use proposed by this amendment is compatible with the present zoning, the conforming uses of nearby property and with the character of the neighborhood as set forth in LMO Section 16-3-1505B because the area is currently comprised of a mix of uses.

Summary of Facts and Conclusions of Law:

Criteria 3: Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment (LMO Section 16-3-1505C):

Findings of Facts:

- LMO Section 16-4-209 describes the purpose of the PD-1 zoning district: to recognize the existence of unique mixed use Planned Unit Developments within the Town.
- There is currently a Fire Station located on the subject property.
- The application proposes to add “Telecommunications Facility” as a permitted use on the subject property.

Conclusion of Law:

- Staff concludes that the affected property is suitable for the use that would be permitted by the proposed rezoning as set forth in LMO Section 16-3-1505C because a Telecommunications Facility is compatible with a Fire Station since they are similar uses that are classified as Public and Civic uses in LMO Section 16-4-1212.

Summary of Facts and Conclusions of Law:

Criteria 4: Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment (LMO Section 16-3-1505D):

Findings of Facts:

- LMO Section 16-4-209 describes the purpose of the PD-1 zoning district: to recognize the existence of unique mixed use Planned Unit Developments within the Town.
- The present zoning of the property is PD-1, and according to the Indigo Run Master Plan, has assigned land uses of “Residential” and “Private & Semi-Private Recreation”.

Conclusion of Law:

- Staff concludes that the affected property is suitable for the uses permitted by the PD-1 zoning district as set forth in LMO Section 16-3-1505D because there is an existing Fire Station currently on the property, which is a permitted use according to the Indigo Run Master Plan.

Summary of Facts and Conclusions of Law:

Criteria 5: Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment (LMO Section 16-3-1505E):

Finding of Fact:

- The proposed Telecommunications Facility could potentially be a revenue generating use but will be neutral as to whether it makes the property more marketable as it is

publicly owned land.

Conclusion of Law:

- Staff concludes that the proposed application does not affect the marketability of the property as set forth in LMO Section 16-3-1505E.

Summary of Facts and Conclusions of Law:

Criteria 6: Availability of sewer, water and stormwater facilities generally suitable and adequate for the proposed use (LMO Section 16-3-1505F):

Findings of Facts:

- The subject property has adequate water, sewer and stormwater facilities servicing the property.
- The proposed Telecommunications Facility will not require any new water, sewer or stormwater facilities.

Conclusion of Law:

- Staff concludes that the property has available water, sewer and stormwater facilities as set forth in LMO Section 16-3-1505F; however the proposed use would not require these services.

LMO Official Determination

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 detailed in this report.

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:

N.D.

Nicole Dixon
Senior Planner

DATE

REVIEWED BY:

Teri B. Lewis, AICP
LMO Official

DATE

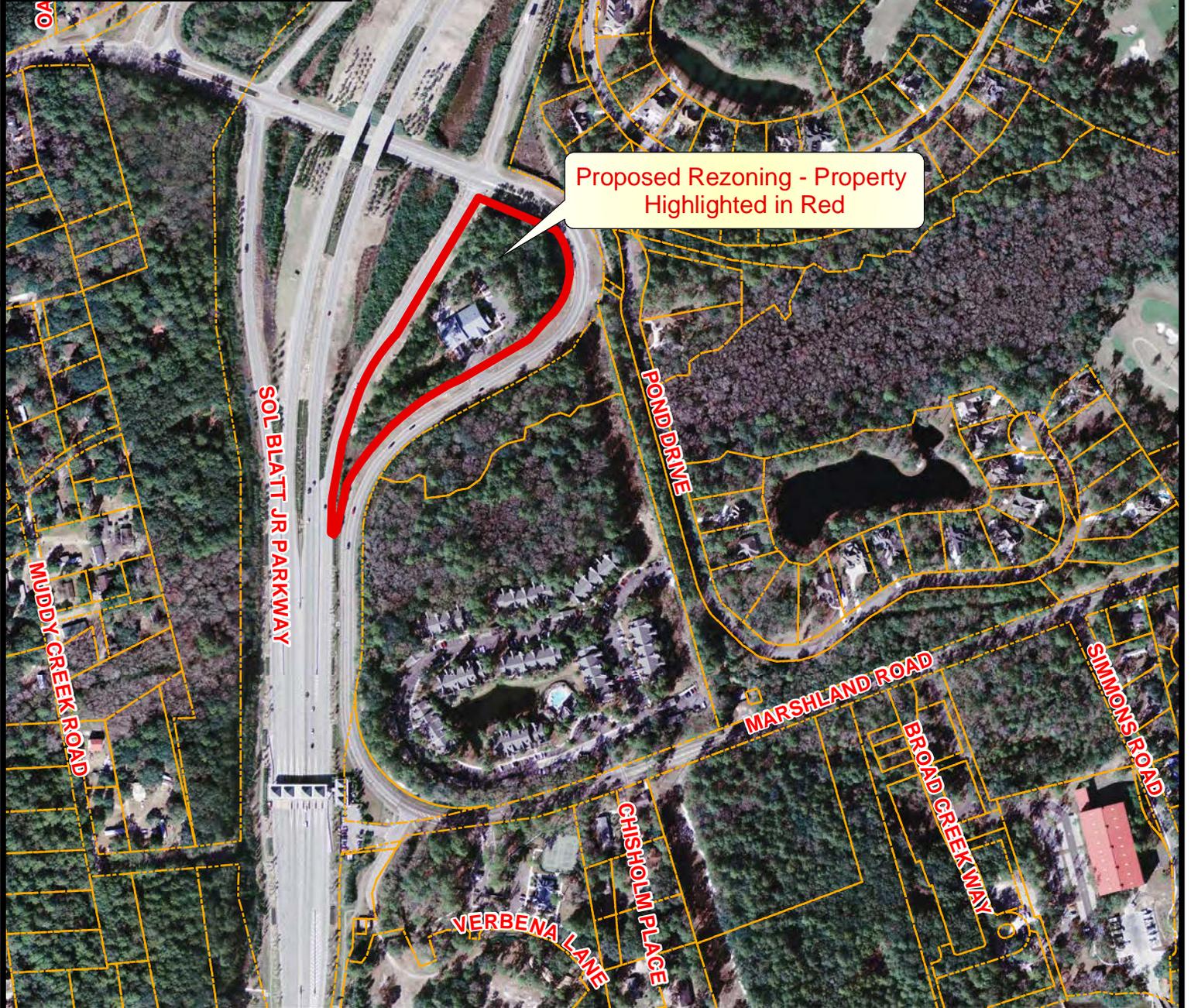
REVIEWED BY:

Jayne Lopko, AICP
*Senior Planner & Planning Commission Board
Coordinator*

DATE

ATTACHMENTS:

- A) Vicinity Map
- B) Zoning Map
- C) Applicant's Narrative
- D) Proposed Plans



Proposed Rezoning - Property Highlighted in Red



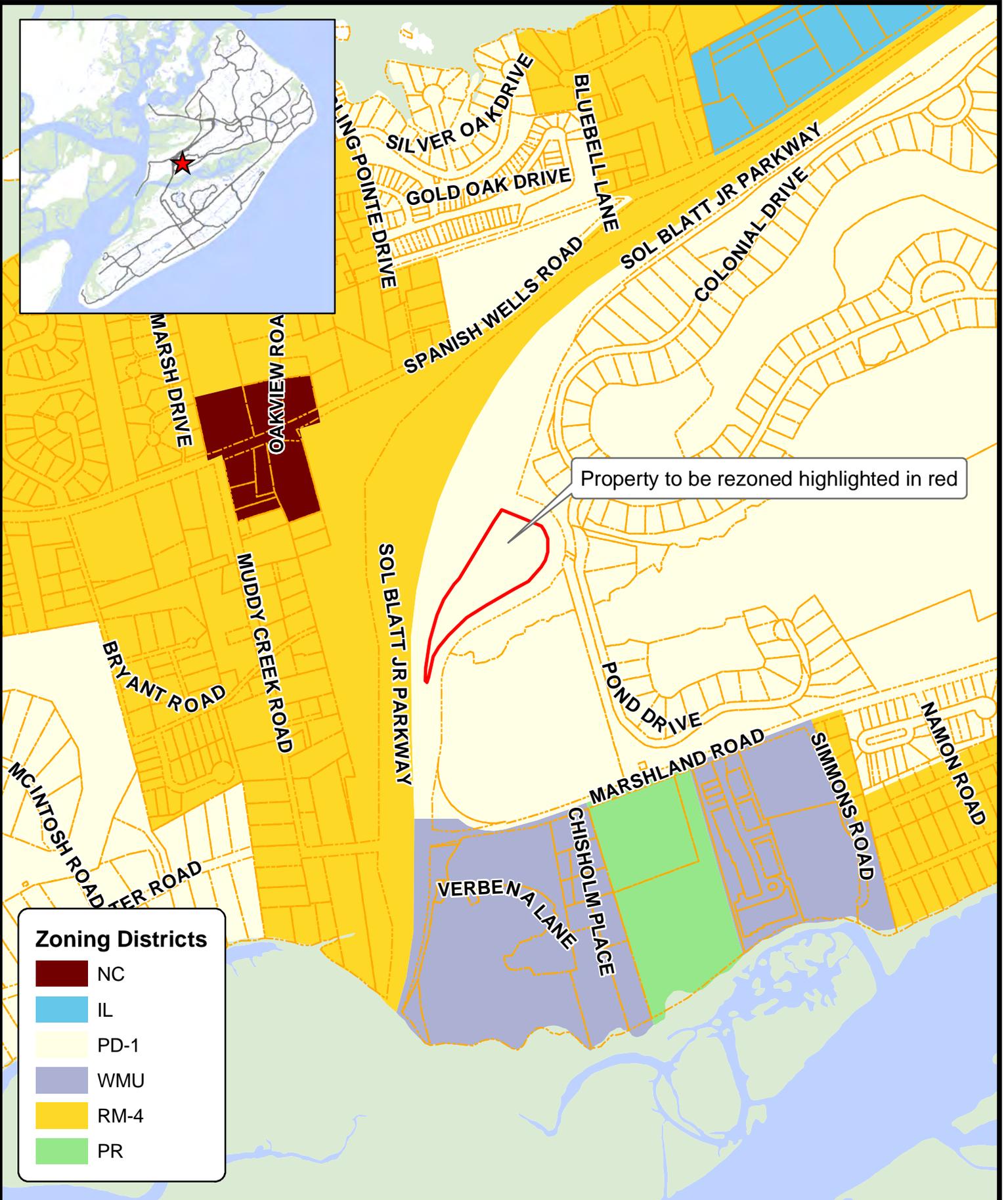
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-6000

Town of Hilton Head Island
ATTACHMENT A

Vicinity Map



This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion.



Property to be rezoned highlighted in red

Zoning Districts

- NC
- IL
- PD-1
- WMU
- RM-4
- PR





November 15, 2010

Teri B, Lewis, AICP
LMO Official
Community Development Department
One Town Center Court
Hilton Head Island, South Carolina 29928

RE: A narrative explains the rezoning request.

Dear Ms. Lewis,

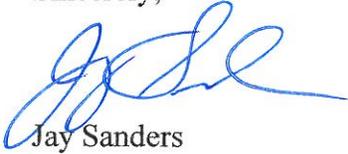
This letter is a narrative explaining the reason(s) for the rezoning request and how the request meets the criteria of the LMO Section 16-3-1505.

- A. Consistency (or lack thereof) with the Comprehensive Plan.** The request that is being made ties in with section 6.7 addressing Communication on Hilton Head Island of the Comprehensive Plan. The approval of the rezoning for a cell tower will improve cell phone and E911 coverage. The Comprehensive Plan refers to these areas as “cold” spots, and this will improve a cold spot area.
- B. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.** The cell tower will be located at Fire Station #7. It will be located in a wooded area that will provide a natural screening buffer. The tower setbacks will conform to the required setbacks of the property.
- C. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment.** The property would not be affected by the proposed cell tower but it would affect the cell phone and E911 coverage in a positive way to the property and surrounding area.
- D. Suitability of the property affected by the amendment for the uses permitted by the district applicable to the property at the time of the proposed amendment.** The property that we have proposed to put the cell tower on is currently used for a Fire Station. This location is the most suitable location in the area for the proposed use.

ATTACHMENT C

- E. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment.** Currently the zoning does not allow for cell towers. The rezoning would allow for a cell tower to be built and would provide cell phone and E911 coverage to the area that is currently considered a “cold” spot.
- F. Availability of sewer, water and stormwater facilities generally suitable and adequate for the proposed use.** Not applicable.

Sincerely,



Jay Sanders
Agent for American Tower

LEGAL DESCRIPTION SHEET

PROPOSED LEASE AREA

ALL THAT TRACT OR PARCELS OF LAND LYING AND BEING IN THE SECTION HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE CENTERLINE INTERSECTION OF THE CROSS ISLAND EXPRESSWAY NORTHBOUND EXIT ROAD AND MARSHLAND ROAD EXTENSION, SAID POINT BEING A SOUTH CAROLINA STATE PLAINS COORDINATE VALUE OF N=130699.94, E=3073105.17; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A THE LINE, SOUTH 22°22'01" EAST, 323.63 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, THENCE RUNNING, SOUTH 44°22'01" WEST, 19.30 FEET TO A POINT; THENCE NORTH 33°27'27" WEST, 14.12 FEET TO A POINT; THENCE NORTH 58°20'09" EAST, 68.30 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0552 ACRES (2,403 SQUARE FEET), MORE OR LESS.

PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A PROPOSED 20' FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN THE SECTION HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE CENTERLINE INTERSECTION OF THE CROSS ISLAND EXPRESSWAY NORTHBOUND EXIT ROAD AND MARSHLAND ROAD EXTENSION, SAID POINT BEING A SOUTH CAROLINA STATE PLAINS COORDINATE VALUE OF N=130699.94, E=3073105.17; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A THE LINE, SOUTH 22°22'01" EAST, 323.63 FEET TO A POINT; THENCE, SOUTH 09°00'47" EAST, 54.50 FEET TO A POINT; THENCE, SOUTH 60°52'17" WEST, 48.18 FEET TO A POINT; THENCE, NORTH 44°23'01" WEST, 4.10 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, THENCE RUNNING, SOUTH 03°09'47" WEST, 37.59 FEET TO A POINT; THENCE, 24.38 FEET ALONG A CURVE TO THE LEFT, HAVING AN ARC OF 40.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 11°14'21" WEST, 62.29 FEET TO A POINT; THENCE, SOUTH 31°46'51" EAST, 14.20 FEET TO A POINT; THENCE, 62.29 FEET ALONG A CURVE TO THE RIGHT, HAVING AN ARC OF 40.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 12°52'32" WEST, 56.18 FEET TO A POINT; THENCE, SOUTH 18°22'45" EAST, 11.41 FEET TO THE ENDING AT A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF MARSHLAND ROAD EXTENSION.



EASEMENT SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 810 Jackson Street
 Locust Grove, Georgia 30248
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com



EASEMENT SURVEY PREPARED FOR:

AMERICAN TOWER CORPORATION
 744 16'

SITE NO. 410-415
 SECTION 16
 TOWNSHIP 16 S
 RANGE 16 E
 BEAUFORT COUNTY, SOUTH CAROLINA
 CHECKED BY: MM
 APPROVED: C. MHR
 DATE: 5 OCTOBER 2010
 SHEET: 3 OF 3



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO:	Stephen G. Riley, <i>CM, Town Manager</i>
VIA:	Shawn Colin, <i>Comprehensive Planning Manager</i>
FROM:	Shea Farrar, <i>Senior Planner</i>
DATE	March 1, 2011
SUBJECT:	Recommendation for cell tower height and type proposed for Fire Station 7

Staff Recommendation

Staff recommends that Town Council endorse a tower height of 140', with camouflaged external antennae for the cell tower proposed on the Fire Station 7 site. This option most closely meets the objectives of improving telecommunication service, accommodating installation of emergency management communication equipment, providing for collocation opportunities and minimizing the visual impacts of the tower installation.

On February 23, 2011 the Planning and Development Standards Committee voted unanimously to forward this recommendation to Town Council for their consideration.

Summary

American Tower has requested to lease Town-owned land at the site of Fire Station 7 for the purpose of constructing a 140' communications tower with external antennae on Marshland Road that will help improve service in the Indigo Run area. Previous comments from Council supported a flagpole style tower with internal antennae and a height limit of 120'.

Background

Town Council has identified the need to address the issue of telecommunication service on the Island, which is included as one of Town Council's goals for 2011. The quality of existing service and coverage on the Island varies among the different carriers. In 2010, American Tower, a tower construction company, requested to lease Town-owned property in order to construct additional towers on the Island to improve cellular service. These towers provide the opportunity for cellular companies to add additional antennae to increase coverage as well as the quality of service in that area. Taller towers and external mounted antennae typically have larger coverage areas with better service.

American Tower is currently pursuing a Zoning Map Amendment to allow a tower on the site of Fire Station 7. The current proposal is to construct a 140' monopole tower with externally mounted antennae. A typical picture of this type of tower is shown on page 2. However, previous comments from Council have included limiting the tower type to a flagpole style with internally mounted antennae at a maximum height of 120' to minimize adverse visual impacts. A picture of this type of tower is also shown on page 2. Finally, as part of the agreement with American Tower, the Town would like to reserve space on the tower for the placement of its emergency management communication equipment. It is important to note that in order for Fire and Rescue to utilize space on the tower an external mount is required. To meet the needs of improving telecommunication service, accommodating installation of emergency management communication equipment, providing for collocation opportunities and minimizing the visual impacts of the tower installation a camouflaged style monopole tower similar to that shown on page 2 is recommended. While this option still results in a tower that extends above the tree cover it provides the best alternative to meet the outlined objectives.

Considerations for Tower Type:

- Towers with externally mounted antennae provide the best service and potential for co-locations; however, if not camouflaged they do have more negative visual impacts.

- Towers, with internally mounted antennae, provide for fewer co-locations, but have a more appealing visual impact. However, this type of tower does not permit Fire and Rescue to install emergency management equipment.

Considerations for Tower Height:

- Reducing the tower height from 140' to 120' will reduce the coverage area of the tower and the overall quality of service in the area.
- A 140' tower will provide the opportunity to co-locate up to 4 service providers, while a 120' tower would accommodate 2 co-locations. The Town's request to locate emergency management communication equipment on the tower would result in three remaining co-locations on the 140' tower and only one on the 120' tower. This could result the need for additional towers to meet the needs of other service providers.
- The lease rate for the site may potentially be higher for a 140' tower than a 120' tower because it can accommodate 2 additional co-locations.



Monopole with externally mounted antennae



Flagpole with internally mounted antennae



Pine Tree camouflaged external mount antennae



MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, CM, Town Manager

VIA: Susan M. Simmons, CPA, Director of Finance

DATE: March 3, 2011

RE: State Accommodations Tax Grant Recommendations
For CY2011 Remaining \$148,850 and 2012 Forward-Funded Grants

Recommendation: Staff recommends that Council (1) authorize grants for the remaining \$148,850 which will finalize the awarding of 2011 grants; (2) determine if 2012 forward-funded grants will be authorized; and (3) if authorized, award the 2012 forward-funded grants.

Summary: Town Council requested that the Accommodations Tax Advisory Committee (ATAC) meet to make recommendations to the Town Council on the \$148,850 which was created by Council's decision to fund the Heritage Classic Foundation's grant from the Town's Disaster Advertising Reserve. Council also requested that ATAC make a recommendation for the orderly phase out of forward-funded grants.

ATAC met on February 14, 2011 to determine the recommendations. (See attached recommendation letter from ATAC's chairman.)

Background: Council met in special session on February 2, 2011 for the purpose of awarding the calendar year 2011 grants. Council removed the Heritage Classic Foundation's grant request from the state accommodations grants award process by funding the \$160,000 ATAC-recommended grant from the Town's Disaster Advertising Reserve. The final amount of funds for new 2011 grants i.e., those not in the forward-funded category, was \$671,700. Council made changes for four applicants from the ATAC's recommendations and left \$148,850 in available funds for ATAC to make a new recommendation.

Council stated a desire to phase out forward-funded grants but wanted the change to minimally impact the forward-funded applicants. Council requested that ATAC discuss the desired change and impact with these applicants and return a recommendation on an orderly phase-out.

TOWN OF HILTON HEAD ISLAND
ACCOMMODATIONS TAX ADVISORY COMMITTEE

TO: The Honorable Drew Laughlin, Mayor, Town of Hilton Head Island

COPIES: Members of Town of Hilton Head Island Town Council;
Steven Riley, Town Manager

DATE: February 28, 2011

SUBJECT: Revised Recommendations for Award of 2010 Funds; and Recommendation for Handling Advance Approval of Certain Requests

At its February 2, 2011, meeting, Council (1) voted to adjust or approve certain recommendations of the committee and make grants accordingly; (2) voted to not grant any ATAX funds to the Heritage Foundation and (3) directed the committee to review its recommendations and report back to Council regarding the \$148,850 resulting from Council's actions.

The effect of Council's return of matters to the committee was to open all requests to reconsideration. Consequently, after notifying all applicants of Council's action, the committee met on February 14 and heard from a number of applicants seeking a part of the increased funds available.

After due consideration of the matters before it, including the information provided to the committee at its November 29 and December 2, 2010, hearings and its deliberations undertaken at that time, the committee makes the following recommendations:

#Applicant	Town Council <u>2/2/11 Action</u>	ATAC 2/14/11 <u>Recommendations</u>	Result of ATAC <u>Action</u>
Art League	45,000	45,000	
Arts Center Supplement*	60,000	75,000	+15,000
Mitchellville	35,000	50,000	+15,000
H.T. Fireworks	8,000	8,000	
Audubon	3,200	3,200	
Choral Society	17,000	17,000	
Concours	78,000	88,000	+10,000
Dance Theater	9,000	9,000	
St. Pat's Parade	8,000	8,000	
S. P's police services	0	0	
VCB**	135,000	208,850	+73,850
Symphony Supplement***	0	15,000	+15,000
Keep Beaufort Beautiful	0	0	
Youth Theater	30,000	40,000	+10,000
Lowcountry Tour. Comm.	0	0	
SC Rep Theater	15,000	15,000	
Shelter Cove Fest.	0	0	
Shelter C. fireworks	8,000	8,000	
Skull Creek fireworks	8,000	8,000	
Coastal Discovery	165,000	165,000	

Heritage - Ft. Mitchel	0	0	
Heritage Library	15,000	15,000	
Island Council for Arts	0	0	
Sandbox	<u>32,500</u>	<u>42,500</u>	<u>+10,000</u>
Total	\$671,700	\$820,550	\$148,850

* For building repairs and maintenance.

** To be used as the VCB deems appropriate, with the provision that, if any funds are spent on advertising golf, advertising be limited to golf courses on Hilton Head Island.

*** For specified youth music programs such as Youth Orchestra, Boys & Girls Club music classes, and Family Concerts at the High School.

If Council approves the committee's recommendations, it may be important to observe how the 2010 funds will be distributed, including the forward funding amounts:

Chamber of Commerce VCB	1,254,186	35.6%
Arts and Cultural events	1,093,223	31.0%
Town	1,088,232	30.9%
Concours advertising	88,000	2.5%
Total 2010 funds	\$3,523,641	100%

The above figures include all ATAX funds from both statutory and discretionary sources.

Approval of funding requests in advance of availability of funds:

Also at its February 2 meeting, Council directed the committee to revisit the issue of forward funding. Consequently, at its February 14 meeting, the committee took up again the question of forward funding.

For the past two years, the committee has voted to recommend to Council that it cease forward funding. Last year, Council voted to continue the practice.

In its January 14, 2011, report to Council, this committee recommended against forward funding; and further recommended that, if Council were of a mind to continue the practice, it set the level of funding for the four applicants (Arts Center, Symphony, Gullah Celebration and the Town) at the same level as approved for payment from 2010 ATAX funds, to be adjusted up or down according to the extent to which 2011 ATAX funds are more or less than the 2010 funds. That remains the alternative recommendation of the committee for the handling of the 2011 funds.

As to the future, the committee recommends that the practice be continued for the payment from 2012 ATAX funds (the amounts to be determined by Council), and that thereafter the practice be discontinued.

Respectfully submitted by the Accommodations Tax Advisory Committee,

Willis O. Shay
Chairman

**** Forward-approved grants are funded a year in advance, i.e., four 2011 grants were approved in 2010. Originally, the authorized grants for the Arts Center, the Orchestra and the Town were capped at 82% of the amount granted in 2009. Council determined it would review that percentage late in 2010 when more actual revenues were available. ATAC met in late 2010 and voted to recommend that TC increase the grants to 84.6% of the 2009 grants. Amounts above do reflect the 84.6%. Town Council approved this increase to 84.6% on February 2.**

NOTE 1:

ATAC voted to NOT recommend forward funding grants except for Native Island grant as this event is held in February each year. However if Town Council desires to overrule ATAC, the Committee voted to recommend the forward funding amounts noted above in the column titled Note 1.

NOTE 2: ATAC's Recommendations for Grant Restrictions and Allocation of Remaining Balance Available:

Arts Center - ATAC urges Town and arts organizations to work together on solution for capital funding of Arts Center - perhaps Town buying it and taking responsibility for facility upkeep.

Heritage Foundation - funds should only be requested if there is no major sponsor and the 2011 tournament is a certainty.

Heritage Foundation - if surplus ATAX funds are available from 4th quarter, Council should consider additional funding for Heritage; first \$15,000 should go to Heritage.

Audobon - consider internet advertising in association with VCB.

Chamber - Reduced funds should be at discretion of VCB but if used for golf, then should only be for HHI golf courses.

Chamber - if surplus ATAX funds are available from 4th quarter, TC should consider additional funding for Chamber; after first \$15,000 surplus to Heritage recommend rest go to Chamber.

Update: When the final revenue were available, the Town has \$8850 more available than what was recommended by ATAC. Per ATAC's recommendations noted above for the Heritage Foundation, it is ATAC's desire that the \$8,850 be added to its \$160,000 recommendation for the Heritage Foundation bringing the total to \$168,850.

Note 3: Result of Town Council Meeting on February 2, 2011

The Council determined that it would remove the Heritage Foundation request from State Accommodations Tax Grants and voted to fund it from the General Fund - Disaster Advertising Account at the \$160,000 level (ATAC's recommended amount before the 4th quarter results were available). This left \$168,850 to allocate among the remaining grant requests. Council went through the list and made a few changes but determined that \$148,850 should go back to the ATAC for funding allocation recommendations.

Council also requested that ATAC review the forward-funding process again with a goal of eliminating forward-funding within a couple of years.

Note 4: Result of ATAC Meeting on February 14, 2011

ATAC met and allocated the \$148,850 to seven applicants to recommend to Council at its meeting on March 15, 2011. It also voted to recommend a two year phase-out of forward-funded grants - the 2012 forward-funded recommendations above and one additional year.

MEMORANDUM

TO: Town Council

FROM: Public Facilities Committee

VIA: Stephen G. Riley, CM, Town Manager

DATE: March 3, 2010

RE: Consideration for the use of funds (\$25,000) budgeted for dredging studies

Recommendation:

The Public Facilities Committee recommends the Town Council consider denying the request for funding assistance made by Community Services Associates (CSA) for the dredging related studies described in the attached documents. The Committee further recommends the Town Council authorize the use of funds (up to \$25,000) which have been allocated in the Town's Consolidated Municipal Budget for Fiscal Year (FY) 2011 to hire an independent consultant that will help gather all of the information and validate it concerning the current situation and directions available for the dredging in the Sea Pines waterways.

Summary:

The CSA request is related to the on-going work of their Waterways Task Force which was assembled to examine the issues related to the long-term maintenance needs of waterways within Sea Pines. While important in order to conclude the work of the Task Force, the request for funding is not thought to represent the best option for the use of the Town's money. Rather, the Committee believes the Town is better served to secure the services of a third party, independent consultant to conduct a review of the body of record as compiled and maintained by the private interests currently involved and issue a report of findings. Preparation and release of a Request for Qualifications and the subsequent negotiation of a Scope of Work and contract are expected.

Background:

Town Council approved the inclusion of \$25,000 in the Consolidated Municipal Budget for Fiscal Year 2012. A specific use for these funds was not identified at the time that the budget was approved. It was expected that further discussion and direction would be provided subsequently as a result of the Town's continued interests in this topic. During the Council's annual goal setting workshop, the determination of the Town's potential role and funding was identified as a "Top Priority" item for Council's Policy Agenda. This recommendation is consistent with and supports the Policy Agenda.



ADMINISTRATIVE OFFICES
OFFICE (843-) 671-1343
FAX (843) 671-4027
www.csaseapines.com

December 17, 2010

RECEIVED
DEC 20 2010
BY: _____

Mr. Steve Riley
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RE: Dredging Allocation

Dear Mr. Riley,

I am writing in follow up to your December 14, 2010 meeting with CSA's Executive Vice President, Mr. Cary Kelley. During the meeting Mr. Kelley provided the background on two Engineering studies that the Sea Pines Waterways Task Force, which he chairs, has indicated as necessary in helping Sea Pines find a the long term solution to dredging the waterways located within our community. CSA understands that the Hilton Head Town Council allocated \$25,000 earlier this year to be used towards helping to find a solution to dredging the Harbour Town and South Beach areas.

In support of the task forces work CSA has spent approximately \$25,000 in 2010 and the Baynard Creek Property Owners Association recently allocated \$6,000 to help. I respectfully ask that the Hilton Head Town Council authorize you to provide the \$25,000 already allocated towards the costs of the Engineering studies the Task Force recommends: one for the Calibogue Cay Spoil site and other for the South Beach areas.

CSA believes that keeping the waterways in these areas open and accessible has been and remains in the overall best interests of our community and the Town of Hilton Head at large. I truly appreciate your help with this and look forward to a positive response.

Sincerely,

John McLauchlin
President of CSA

TO-SCOTT
C: T/C
CHARLES



Engineering LLC

a member of **The GEL Group** INC

PO Box 30712 Charleston, SC 29417
2040 Savage Road Charleston, SC 29407
P 843.769.7378 F 843.769.7397

www.gel.com

October 15, 2010

Mr. Cary Kelley
Sea Pines Plantation
Community Services Associates, Inc.
175 Greenwood Drive
Hilton Head Island, South Carolina 29928

Re: Proposal to Evaluate Calibogue Cay Confined Disposal Facility
Hilton Head Island, South Carolina

Dear Mr. Kelley:

GEL Engineering, LLC (GEL) appreciates the opportunity to submit this proposal to the Community Services Associates, Inc. (CSA) for services related to evaluating the Calibogue Cay Confined Disposal Facility (CDF). Outlined herein is a summary of the project information, a proposed scope of work, and a cost estimate to perform the services.

PROJECT INFORMATION

Our understanding is that CSA wishes to investigate the use of the Calibogue Cay CDF for deposition of dredged material from various venues on Hilton Head Island, including Calibogue Creek, Harbour Town Marina and portions of Braddock Cove and Baynard Cove Creeks. To determine which venues can be managed using the CDF, various data are needed as outlined in my September 21, 2010, letter to you. The drawings you subsequently provided me include some of the data while other data remains to be gathered or generated. Primary issues include:

- Acreage of Calibogue Cay CDF – The total acreage is approximately 29 acres of which 16 are upland and the balance is salt marsh. The CDF is constructed on the upland has an area of 7.5 acres measured from the toe of the interior dikes. Approximately 0.8 acre of the highland outside of the CDF is freshwater wetlands. Based on the location of these wetlands, not all of uplands or presently used for the CDF. If these were filled, the CDF could potentially be expanded by several acres.
- Based on the survey you provided, the CDF had approximately 34,000 yd³ of capacity as of September 23, 2009. At that time much of the CDF contained sediments.
- The total capacity of the CDF is approximately 97,000 cubic yards (yd³) when empty and assuming 8 feet of available vertical height plus 2 feet of freeboard. However, using conventional dredging, only about 50% can be used during a dredging event to account for the water used in the hydraulic process.

Therefore, the capacity at any given time is approximately 50% of the available space, or approximately 50,000 yd³ when empty.

- The CDF could potentially be emptied each year with careful management between dredging events to dewater the sediments, including ditching, management of the discharge structure, and working the sediment periodically. Thus the capacity on a 5 year cycle could be as high as 250,000 yd³. However, during wet years, emptying the CDF may not be practical. Therefore, assuming the CDF can be emptied 4 of every 5 years, it could have a running capacity of approximately 200,000 yd³ over each 5 year cycle.
- My understanding is that Calibogue Creek and Harbour Town require dredging approximately every 5 years and generate approximately 40,000 yd³ and 70,000 yd³, respectively, per event. Braddock Cove and Baynard Cove would generate over 200,000 yd³ depending on which areas are dredged. The frequency of required dredging for these venues is not well established.
- Given these volumes, the CDF could handle Calibogue Creek, Harbour Town Marina, and portions of Braddock Cove and/or Baynard Cove Creeks.

The capacity of the CDF could potentially be increased by using more of the high land or raising the height of the dikes. Increasing its size would require filling freshwater wetlands and increasing its height would require a feasibility evaluation as well as consideration of any height ordinances. If determined to be advantageous, these activities could be conducted in the future after initial use.

Another major consideration would be the location to dispose of the sediment when it is removed from the CDF by truck. If it could be placed on Hilton Head Island, at a location such as the Forest Preserve, there would be significant cost savings and the sediment would be available for non-structural fill purposes. Removal to an off island location would significantly increase the cost. If an on-island disposal site for the dewatered sediments could be used at no cost beyond management of the disposal area, projected costs for this alternative would be \$20-\$30/yd³. This cost would be refined as the project scope is better defined.

SCOPE OF WORK

Moving forward with this concept would require a number of activities that would include the following:

- Confirm the assumptions stated above about amount and frequency of disposal from Calibogue Cay.
- Evaluate the past history and experience with the CDF from Calibogue Cay's managers and technical support personnel.
- Confirm the assumptions made above concerning the amount of sediment that could be placed in the CDF. Survey the basin to determine current volume of sediment contained in it or confirm that the most recent survey remains

accurate. This task could be done in concert with Calibogue Cay's existing surveyor.

- Determine if the existing sediment is adequately dewatered to remove. If sediment from the last dredging activity has not completely dewatered, determine if the rate could be increased (i.e., ditched and actively manipulated to promote dewatering) and when can the site be made ready for use.
- Confirm, if necessary, the elevation of the water table and the type of soil underlying the CDF. These variables will affect the amount of sediment that can be placed in the CDF and how rapidly it is likely to dewater.
- Identify a site to place the sediment removed from the CDF. If disposed at a site with no existing design for accommodating the excavated sediment, design a means to control runoff from the sediment disposal area and acquire appropriate land disturbance permits.
- Obtain costs for performing the various work tasks such as dredging, dewatering and disposal so that project budgets can be developed.
- Determine the permit status of the CDF and modify if necessary to accommodate sediment from other venues.
- Modify the existing SIDA permit as needed to change disposal plans.
- Work with various stakeholders during all tasks outlined above as needed to bring this concept to fruition or determine it is unworkable.

In the event that use of the CDF by multiple venues moves forward, a unified dredged material management plan for the CDF should be developed. The plan will address, but not be limited to, the items listed below. When possible, a schedule will be included to recommend when the items should be performed.

- Dredging schedule
- Ditching/dewatering activities
- Dike repairs
- Dike raising
- Flashboard riser maintenance
- Flashboard riser monitoring to insure proper setting
- Maintaining flashboards between dredging activities to facilitate dewatering
- Dike vegetation control
- Site management and oversight during dredging activities
- Monitoring discharge pipe during dredging activities
- Dewatered sediment removal design and oversight
- Periodic surveys of the CDF
- Maintenance of the disposal location
- Transportation (trucking) planning to minimize impacts to roadways and residents

COST

The time and effort required to perform these activities cannot be readily determined based on the numerous unknowns, including whether the concept will move forward past the preliminary stages. Therefore, we suggest that you allocate \$10,000 to initiate this effort. When the project becomes better defined, we will provide an updated estimate with greater detail. We will work against this amount and keep you apprised of costs as the work progresses. If it is determined at any time during the project that CSA does not want to further pursue work for this site, CSA will be billed only for the costs expended on the project to that date.

CLOSURE

Again, we appreciate the opportunity to be of service to Community Services Associates, Inc. If you have any questions concerning this proposal or need additional information, please call me at 843-769-7378 or (843) 697-2200.

Yours very truly,

A handwritten signature in black ink that reads "Tom Hutto". The signature is written in a cursive, flowing style.

Thomas D.W. Hutto, P.G.
Principal

cc: Mr. Jack Walker, GEL
Mr. Larry Setzler, GEL

fc: csai00110.101410.pr



a member of **The GEL Group** INC

PO Box 30712 Charleston, SC 29417
2040 Savage Road Charleston, SC 29407
P 843.769.7378 F 843.769.7397

www.gel.com

WORK AUTHORIZATION

GEL Engineering, LLC (GEL) appreciates the opportunity to be of service to Community Services Associates, Inc. We will execute the Scope of Work in accordance with the attached "Standard Terms and Conditions."

Your signature below will authorize GEL Engineering to proceed with the scope of work as described in the referenced proposal, and indicates that you agree with the attached "Standard Terms and Conditions." Unless instructed otherwise, we will submit all invoices to the addressee shown on the proposal. Please provide a purchase order number and any other invoicing instructions in the spaces below.

Proposal Title: Proposal to Evaluate Calibogue Cay Confined Disposal Facility
Date: October 15, 2010
Cost: \$10,000.00
Purchase Order Number: _____
Other Invoicing Instructions: _____

Acknowledged by: Community Services Associates, Inc.

Signature

Date

Please FAX this authorization to (843) 769-7397 and mail the original to:

Tom Hutto
GEL Engineering, LLC
Post Office Box 30712
Charleston, South Carolina 29417

GEL Engineering, LLC
STANDARD TERMS AND CONDITIONS
For Technical Services

1. DEFINITIONS:

GEL Engineering, LLC, "GEL", and "Client" have agreed that GEL will provide certain services as defined in the agreement between the parties. That agreement includes these Terms and Conditions, any proposal or confirmation letter prepared by GEL, and any other documents assigned by GEL and Client and incorporated herein.

2. RESPONSIBILITIES OF GEL

A. GEL shall perform services for Client using that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.** If any portion of our services fails to comply with this warranty obligation and GEL is notified in writing within one year of the date of completion or our services, GEL will promptly reperform such portion of the services, or if reperformance is impracticable, refund the amount of compensation paid to GEL for such portion of the services.

B. In connection with the performance of the services, GEL may deliver to the Client one or more reports or other written documents reflecting services provided, the results of such services, or GEL evaluation of the results of such services. All such reports or other written documents shall become the property of Client upon delivery; however, all original data gathered by GEL and work papers produced by GEL in the performance of the services are, and shall remain the sole and exclusive property of GEL.

C. Subject to any requirement or obligation GEL may have under applicable law or regulation, GEL agrees to release information relating to the services only to its employees and subcontractors in the performance of the services or to the Client's authorized representative and to persons designated by the authorized representative to receive such information.

D. GEL shall take reasonable safety precautions with respect to the performance of the services contained in any project safety plan agreed to by the Client and GEL or an equivalent document, including modifications thereto. The presence of field personnel at the site will be for the purpose of providing observation and field testing of specific aspects of the services. GEL shall not be responsible for site safety and shall have no right or obligation to direct or stop the work of Client's contractors, agents, or employees.

E. GEL will, upon request, provide certification of GEL's insurance coverage to the Client or Client's authorized representative. Client acknowledges that GEL's compensation is not commensurate with the potential for liability involved in the performance of services and that such risks cannot adequately be covered by liability insurance currently available. In order to induce GEL to undertake the performance of services, Client agrees to limit GEL's liability to Client or to any third party in respect to or in connection with any claim, cause of action, or losses arising from or out of the performing of such services, such that the liability of GEL for any and all losses, damages and costs (including, without limitation, attorney's fees) resulting from GEL's negligence, professional or otherwise, shall not exceed GEL's fees.

F. In the event of termination, or suspension for more than one (1) month, prior to completion of all reports contemplated by this Agreement, GEL may complete such analyses and records as necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEL in completing such analyses, records, and reports. Client shall

assume full responsibility for site restoration, and GEL shall have no liability or responsibility therefore.

3. RESPONSIBILITIES OF CLIENT:

A. The Client agrees to provide GEL, its employees and subcontractors full and uninhibited access to the site and a safe working environment for performance of the services.

B. Client agrees to notify GEL in writing of any potentially hazardous material known to exist or which may be present on or in the ground at the site. If any known hazardous materials at the site are disclosed to GEL after the execution of the Agreement, or if any such materials or unforeseen conditions are discovered by GEL after commencement of the services, the scope of services and other provisions of the Agreement shall be modified in a manner to be agreed upon by Client and GEL and all obligations of GEL under this Agreement will be suspended pending such modification.

C. The Client agrees to notify GEL of any discrepancies between the actual conditions at the site and the description of the physical discrepancies as known to Client. If all or part of the services are to be performed in an area in which man-made chemical compounds, dust, fumes, gas, noise, vibrations and other particulate or non-particulate are in the atmosphere or the ground and raises a potential health hazard or nuisance to the persons performing the services or others in the general vicinity, the Client shall notify GEL in writing of such nuisance or health hazards as soon as such is known to Client.

D. The Client agrees that it will assume full responsibility and liability for any hazardous materials existing at the site of GEL's work. The Client also agrees that it will indemnify and hold GEL harmless from any property damage, personal injury, economic loss, consequential damages or any other damages of any sort arising out of or resulting from violations of applicable environmental regulations or in any other way arising out of the existence of hazardous materials at the site.

E. It shall be the responsibility and obligation of the Client to notify the appropriate federal, state, or local public agencies as required by law, or otherwise, to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment.

4. TERMINATION OF CONTRACT:

The Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GEL shall be paid for services performed to the termination notice date plus reasonable termination expenses.

5. FORCE MAJEURE:

Should completion of any portion of the services be delayed beyond the estimated date of its completion beyond control of or without fault or negligence of GEL, the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes unforeseeable causes beyond the control and/or without the fault or negligence of GEL including, but not restricted to, acts of God, or the public enemy, acts of government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contracts, fires, floods, epidemics, riots, quarantine restrictions,

GEL Engineering, LLC
STANDARD TERMS AND CONDITIONS
For Technical Services

strikes, civil insurrections, freight embargoes, and unusually severe weather.

6. SUBTERRANEAN STRUCTURES:

A. The Client shall have the responsibility for identifying all subterranean structures or utilities which exist at the site to any work being performed by GEL. GEL has no liability to Client and shall be indemnified by Client against claims of any and all parties for damage or injury resulting from damage to subterranean structures or utilities which are not called to GEL's attention and correctly shown in the contract documents or otherwise furnished to GEL in writing by Client. The Client agrees that its authorized representative will review all proposed boring locations in the field and either approve such locations or designate alternate locations.

B. Reasonable precautions will be taken to minimize damage to the property from GEL's activities and use of equipment. The Client accepts that the performance of services included in this Agreement may cause alteration or damage to the property and that this is inherent in the work. The Client will not look to GEL for reimbursement or hold GEL liable or responsible for any such alteration or damage. If the Client is not the owner of the property where GEL's work is to be performed, then Client must provide the written consent of the Owner of the property for GEL to perform its services. That written consent must include an acknowledgement by the property owner that there is a possibility of unavoidable alteration and damage to the property. The Client further agrees to indemnify, defend and hold GEL harmless from any claims arising out of or relating to any such alteration or damage, whether such claims are asserted by the owner of the property or any other person in possession of the property.

C. "Hazardous Materials" shall mean any materials at the site and any leachate or other substances produced or resulting from such materials which contain constituents, have characteristics, or are present in quantities that materially increase the risk or hazard to human health, property, or the environment.

7. SUBCONTRACT:

GEL may at any time, upon written notice to Client, delegate, orally, or in writing, subcontract the performance of the services, or any portion thereof.

8. DISPOSAL OF HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:

Unless requested by the Client, the samples for analysis will be disposed of after the completion of the analysis. In the event that samples contain or may contain hazardous materials, GEL shall, after completion of testing and at Client's expense, (a) return such samples to Client, or (b) arrange for disposal in a manner which complies with all applicable regulations. Client recognized and agrees that GEL is acting as a bailee and at no time assumes title to said samples.

9. AUTHORIZED REPRESENTATIVE:

Promptly following the execution of this Agreement, each party shall designate an authorized representative to represent and act for it with respect to matters relating to this Agreement. Each party may, from time to time, designate a new authorized representative by providing the other party by written notice of such change.

10. LAW TO APPLY:

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of South Carolina.

11. SEVERABILITY:

If any of the provisions of this Agreement are held to be invalid or unenforceable in any respect, the remaining terms shall be in full effect and shall be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default shall be a waiver of any future default.

12. PAYMENT TERMS:

A. The Client agrees to pay for services provided by GEL in accordance with the terms of this Agreement between the parties, including any additional services in excess of those stated in this Agreement as specifically authorized by Client. Payment is due within 30 days of the date of the invoice.

B. Past due amounts are subject to interest at 1 ½ percent (1.5%) per month.

C. GEL will stop work and withhold any submittals and/or other forms of project deliverables when payment is not received within 60 days of invoice date, or when invoice totals exceed \$50,000 unless exception has been mutually negotiated.

D. The Client's obligation to pay for the services contracted is in no way dependent or conditioned upon the Client's ability to obtain financing, approval of government or regulatory agencies, or upon the Client's successful completion of the project.

E. The Client agrees to compensate GEL for our services and normally reimbursable expenses if GEL is required to respond to legal processes related to GEL's services for the Client. Compensated services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

13. ENTIRE AGREEMENT:

This Agreement, including the contract documents, constitutes the entire agreement between the Client and GEL and supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect unless placed in writing and signed by both parties subsequent to the date of this agreement.

All disputes arising out of or relating to the agreement between the parties shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute arises. Any reward rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with South Carolina law.

November 9, 2010

Mr. Cary Kelley
Sea Pines Plantation
Community Services Associates, Inc.
175 Greenwood Drive
Hilton Head Island, South Carolina 29928

Re: Proposal to Evaluate Access Alternatives for Braddock Cove and Baynard Cove
Creeks and a Confined Disposal Facility in the Forest Preserve
Hilton Head Island, South Carolina

Dear Mr. Kelley:

GEL Engineering, LLC (GEL) appreciates the opportunity to submit this proposal to the Community Services Associates, Inc. (CSA) for services related to evaluating the access alternatives for Baynard Cove and Braddock Cove Creeks, as well as the opportunity to construct a Confined Disposal Facility (CDF) in the Forest Preserve. Outlined herein is a summary of the project information, a proposed scope of work, and a cost estimate to perform the services.

PROJECT INFORMATION

CSA is evaluating means to facilitate dredging waterways in Sea Pines Plantation, including Harbour Town Marina, Braddock Cove Creek and Baynard Cove Creek. The Calibogue Cay CDF has been identified as a potential site for disposal of some dredged materials. However, it has limitations with respect to volume of sediment it can handle and/or venues that are able to obtain permission for its use. Therefore, other alternatives are being evaluated for Braddock Cove and Baynard Cove Creeks. In particular, we have discussed whether the volume of dredged material required to maintain deep water access can be reduced by accessing the creeks closer to the center of the channel. We have also discussed the feasibility of construction of a CDF in the Forest Preserve to provide a long-term site for sediment disposal.

SCOPE OF WORK

We will perform the following Scope of Work to evaluate the items discussed above.

- Evaluate the potential to provide deep water access closer to the channels of Braddock Cove and Baynard Cove Creeks – Presently several of the key access points along these creeks are from the Community Dock area on Baynard Cove Creek and from the Gull Point and South Beach Marinas on Braddock Cove Creek. All three of these areas were constructed by excavating vegetated marsh and/or uplands adjacent to the creeks. As a consequence of being remote from the main creek channels these areas require

additional dredge volume and frequency to maintain adequate water depths since they silt in more quickly than the channel. Therefore, this task will include an evaluation of alternatives to provide access closer to the creek channels, including the potential to permit these alternative access points with the regulatory agencies. Based on this evaluation, we will also determine if a dredging plan requiring less overall dredging is feasible. From that information, we will use the existing hydrographic surveys to determine what the projected dredge volumes would be based on the new design.

The deliverables from this task will be: 1) a report evaluating access alternatives from the perspective of both physical access and regulatory agency acceptability, and 2) a dredge design reflecting any reduction in the volume of dredged sediments, including the new calculated volume.

Please note that this evaluation will be preliminary in nature and will rely on information reasonably ascertainable from a site visit and from property configurations shown on the Hilton Head and/or Beaufort County websites along with any information provided by CSA. The dredge design and calculated volumes will rely on the most recent hydrographic surveys.

Previous evaluations of means to dispose of dredged materials have determined that a CDF is the most cost effective and most accepted means of dredged material disposal. There are no existing CDFs near either creek except the Calibogue Cay CDF, which is not presently available due to existing restrictive covenants, as well as potential size limitations. Therefore, an area of the Forest Preserve will be evaluated for a CDF. This preliminary evaluation will include the following:

- Capacity of the CDF based on the designated area
- Preliminary evaluation of the presence of freshwater wetlands
- Availability of soil to construct the dikes since this can be a significant cost item
- Location and feasibility of a pipeline route from the dredge areas to the CDF
- Location and feasibility of the effluent discharge from the CDF
- Representative drawings of the proposed CDF and construction cost estimates based on the gathered data

This evaluation assumes that CSA personnel will provide us maps of the identified site and will assist us with their site knowledge to determine potential piping routes and discharge locations.

The deliverables from this task will be: 1) a report detailing the feasibility of a CDF at the designated area in the Forest Preserve. The report will include: 1) a drawing of the locations of the CDF, pipeline route and discharge location, 2) representative drawings of the CDF, 3) identification of potential

challenges such as wetlands and tree impacts, 4) estimates of the capacity of the CDF, and 5) preliminary costs estimates for complete design and construction of the CDF.

An executive summary will be prepared to unify the information gathered in tasks 1 and 2. This executive summary will evaluate the feasibility of a CDF in the Forest Preserve to meet the dredging needs of the two creeks.

COST

The cost to perform these tasks is estimated to be \$16,270. Costs will be charged on a time and materials basis, and will not exceed this amount without your authorization. If it is determined at any time during the project that CSA does not want to further pursue work for this site, CSA will be billed only for the costs expended on the project to that date.

CLOSURE

Again, we appreciate the opportunity to be of service to Community Services Associates, Inc. If any aspect of this proposal needs to be modified to better meet your needs, please inform us, and we will make every effort to amend the proposal accordingly. If you have any questions concerning this proposal or need additional information, please call me at 843-769-7378 or (843) 697-2200.

Yours very truly,



Thomas D.W. Hutto, P.G.
Principal

cc: Mr. Joe Ervin, GEL
Mr. Jack Walker, GEL
Mr. Larry Setzler, GEL

fc: csai00110.110810.pr



Engineering LLC

a member of **The GEL Group** INC

PO Box 30712 Charleston, SC 29417
2040 Savage Road Charleston, SC 29407
P 843.769.7378 F 843.769.7397

www.gel.com

WORK AUTHORIZATION

GEL Engineering, LLC (GEL) appreciates the opportunity to be of service to Community Services Associates, Inc. We will execute the Scope of Work in accordance with the attached "Standard Terms and Conditions."

Your signature below will authorize GEL Engineering to proceed with the scope of work as described in the referenced proposal, and indicates that you agree with the attached "Standard Terms and Conditions." Unless instructed otherwise, we will submit all invoices to the addressee shown on the proposal. Please provide a purchase order number and any other invoicing instructions in the spaces below.

Proposal Title: Proposal to Evaluate Access Alternatives for Braddock Cove and Baynard Cove Creeks and a Confined Disposal Facility in the Forest Preserve Hilton Head Island, South Carolina

Date: November 9, 2010

Cost: \$16,270.00

Purchase Order Number: _____

Other Invoicing Instructions: _____

Acknowledged by: Community Services Associates, Inc.

Signature

Date

Please FAX this authorization to (843) 769-7397 and mail the original to:

Tom Hutto
GEL Engineering, LLC
Post Office Box 30712
Charleston, South Carolina 29417

GEL Engineering, LLC
STANDARD TERMS AND CONDITIONS
For Technical Services

1. DEFINITIONS:

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2. RESPONSIBILITIES OF GEL

A. GEL shall perform services for Client using that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. If any portion of our services fails to comply with this warranty obligation and GEL is notified in writing within one year of the date of completion or our services, GEL will promptly reperform such portion of the services, or if reperformance is impracticable, refund the amount of compensation paid to GEL for such portion of the services.

B. In connection with the performance of the services, GEL may deliver to the Client one or more reports or other written documents reflecting services provided, the results of such services, or GEL evaluation of the results of such services. All such reports or other written documents shall become the property of Client upon delivery; however, all original data gathered by GEL and work papers produced by GEL in the performance of the services are, and shall remain the sole and exclusive property of GEL.

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E. GEL will, upon request, provide certification of GEL's insurance coverage to the Client or Client's authorized representative. Client acknowledges that GEL's compensation is not commensurate with the potential for liability involved in the performance of services and that such risks cannot adequately be covered by liability insurance currently available. In order to induce GEL to undertake the performance of services, Client agrees to limit GEL's liability to Client or to any third party in respect to or in connection with any claim, cause of action, or losses arising from or out of the performing of such services, such that the liability of GEL for any and all losses, damages and costs (including, without limitation, attorney's fees) resulting from GEL's negligence, professional or otherwise, shall not exceed GEL's fees.

F. In the event of termination, or suspension for more than one (1) month, prior to completion of all reports contemplated by this Agreement, GEL may complete such analyses and records as necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEL in completing such analyses, records, and reports. Client shall

assume full responsibility for site restoration, and GEL shall have no liability or responsibility therefore.

3. RESPONSIBILITIES OF CLIENT:

A. The Client agrees to provide GEL, its employees and subcontractors full and uninhibited access to the site and a safe working environment for performance of the services.

B. Client agrees to notify GEL in writing of any potentially hazardous material known to exist or which may be present on or in the ground at the site. If any know hazardous materials at the site are disclosed to GEL after the execution of the Agreement, or if any such materials or unforeseen conditions are discovered by GEL after commencement of the services, the scope of services and other provisions of the Agreement shall be modified in a manner to be agreed upon by Client and GEL and all obligations of GEL under this Agreement will be suspended pending such modification.

C. The Client agrees to notify GEL of any discrepancies between the actual conditions at the site and the description of the physical discrepancies as known to Client. If all or part of the services are to be performed in an area in which man-made chemical compounds, dust, fumes, gas, noise, vibrations and other particulate or non-particulate are in the atmosphere or the ground and raises a potential health hazard or nuisance to the persons performing the services or others in the general vicinity, the Client shall notify GEL in writing of such nuisance or health hazards as soon as such is known to Client.

D. The Client agrees that it will assume full responsibility and liability for any hazardous materials existing at the site of GEL's work. The Client also agrees that it will indemnify and hold GEL harmless from any property damage, personal injury, economic loss, consequential damages or any other damages of any sort arising out of or resulting from violations of applicable environmental regulations or in any other way arising out of the existence of hazardous materials at the site.

E. It shall be the responsibility and obligation of the Client to notify the appropriate federal, state, or local public agencies as required by law, or otherwise, to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment.

4. TERMINATION OF CONTRACT:

The Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GEL shall be paid for services performed to the termination notice date plus reasonable termination expenses.

5. FORCE MAJEURE:

Should completion of any portion of the services be delayed beyond the estimated date of its completion beyond control of or without fault or negligence of GEL, the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes unforeseeable causes beyond the control and/or without the fault or negligence of GEL including, but not restricted to, acts of God, or the public enemy, acts of government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contracts, fires, floods, epidemics, riots, quarantine restrictions,

GEL Engineering, LLC
STANDARD TERMS AND CONDITIONS
For Technical Services

strikes, civil insurrections, freight embargoes, and unusually severe weather.

6. SUBTERRANEAN STRUCTURES:

A. The Client shall have the responsibility for identifying all subterranean structures or utilities which exist at the site to any work being performed by GEL. GEL has no liability to Client and shall be indemnified by Client against claims of any and all parties for damage or injury resulting from damage to subterranean structures or utilities which are not called to GEL's attention and correctly shown in the contract documents or otherwise furnished to GEL in writing by Client. The Client agrees that its authorized representative will review all proposed boring locations in the field and either approve such locations or designate alternate locations.

B. Reasonable precautions will be taken to minimize damage to the property from GEL's activities and use of equipment. The Client accepts that the performance of services included in this Agreement may cause alteration or damage to the property and that this is inherent in the work. The Client will not look to GEL for reimbursement or hold GEL liable or responsible for any such alteration or damage. If the Client is not the owner of the property where GEL's work is to be performed, then Client must provide the written consent of the Owner of the property for GEL to perform its services. That written consent must include an acknowledgement by the property owner that there is a possibility of unavoidable alteration and damage to the property. The Client further agrees to indemnify, defend and hold GEL harmless from any claims arising out of or relating to any such alteration or damage, whether such claims are asserted by the owner of the property or any other person in possession of the property.

C. "Hazardous Materials" shall mean any materials at the site and any leachate or other substances produced or resulting from such materials which contain constituents, have characteristics, or are present in quantities that materially increase the risk or hazard to human health, property, or the environment.

7. SUBCONTRACT:

GEL may at any time, upon written notice to Client, delegate, orally, or in writing, subcontract the performance of the services, or any portion thereof.

8. DISPOSAL OF HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:

Unless requested by the Client, the samples for analysis will be disposed of after the completion of the analysis. In the event that samples contain or may contain hazardous materials, GEL shall, after completion of testing and at Client's expense, (a) return such samples to Client, or (b) arrange for disposal in a manner which complies with all applicable regulations. Client recognized and agrees that GEL is acting as a bailee and at no time assumes title to said samples.

9. AUTHORIZED REPRESENTATIVE:

Promptly following the execution of this Agreement, each party shall designate an authorized representative to represent and act for it with respect to matters relating to this Agreement. Each party may, from time to time, designate a new authorized representative by providing the other party by written notice of such change.

10. LAW TO APPLY:

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of South Carolina.

11. SEVERABILITY:

If any of the provisions of this Agreement are held to be invalid or unenforceable in any respect, the remaining terms shall be in full effect and shall be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default shall be a waiver of any future default.

12. PAYMENT TERMS:

A. The Client agrees to pay for services provided by GEL in accordance with the terms of this Agreement between the parties, including any additional services in excess of those stated in this Agreement as specifically authorized by Client. Payment is due within 30 days of the date of the invoice.

B. Past due amounts are subject to interest at 1 ½ percent (1.5%) per month.

C. GEL will stop work and withhold any submittals and/or other forms of project deliverables when payment is not received within 60 days of invoice date, or when invoice totals exceed \$50,000 unless exception has been mutually negotiated.

D. The Client's obligation to pay for the services contracted is in no way dependent or conditioned upon the Client's ability to obtain financing, approval of government or regulatory agencies, or upon the Client's successful completion of the project.

E. The Client agrees to compensate GEL for our services and normally reimbursable expenses if GEL is required to respond to legal processes related to GEL's services for the Client. Compensated services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

13. ENTIRE AGREEMENT:

This Agreement, including the contract documents, constitutes the entire agreement between the Client and GEL and supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect unless placed in writing and signed by both parties subsequent to the date of this agreement.

All disputes arising out of or relating to the agreement between the parties shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute arises. Any award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with South Carolina law.