



# The Town of Hilton Head Island Regular Town Council Meeting

Tuesday, January 17, 2012

4:00 P.M.

## AGENDA

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**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. First Baptist Church of Hilton Head Island, SC 50<sup>th</sup> Anniversary
- 6) Approval of Minutes**
  - a. Town Council Meeting – December 20, 2011
- 7) Report of the Town Manager**
  - a. Semi-Annual Report of the Design Review Board – Todd Theodore, Chairman
  - b. Semi-Annual Report of the Board of Zoning Appeals - Roger A. DeCaigny , Chairman
  - c. Town Manager's Items of Interest
  - d. 2011 Town Council Targets and Goals – year end update
- 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 & 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
  - g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member
- 9) Appearance by Citizens**

**10) Unfinished Business**

None.

**11) New Business**

**a. Consideration of a Resolution for agreement with Community Foundation of the Lowcountry**

Consideration of a Resolution that the Town Council of the Town of Hilton Head Island authorizes the Mayor to execute and deliver a gift agreement with the Community Foundation of the Lowcountry (CFL) for the acquisition of the “Family” sculpture.

**b. Consideration of a Recommendation for conveyance of a right of way to Sandra C. Simmons**

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island endorse the conveyance of a 0.027 acre portion of right of way (0.014 acres of which will be restricted with a sight triangle easement) to Sandra C. Simmons for the potential development of a future roadway.

**c. Consideration of a Recommendation for additional funding for Tax Increment Financing (TIF) Area Sewer Projects**

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island endorse the request made by the Hilton Head Public Service District and that Town Council provide an additional \$160,000 of Tax Increment Financing (TIF) funds in order to complete the referenced projects.

**12) Executive Session**

a. Land Acquisition

**13) Adjournment**

# Proclamation

*WHEREAS, the First Baptist Church of Hilton Head Island was established with 37 charter members on February 18, 1962; and*

*WHEREAS, the present church began with its first service August 5, 1956, in the home of Mr. and Mrs. James N. and Lois Richardson, and became a vibrant force that endures to this day; and*

*WHEREAS, First Baptist Church of Hilton Head Island is known as the Visitor's Church as many join the worship services from around the world; and*

*WHEREAS, First Baptist Church of Hilton Head Island's members are called to present the Lord Jesus Christ, through the Bible so that people may come into the fellowship to love Him, to serve Him, and to share Him with all people; and*

*WHEREAS, First Baptist Church of Hilton Head Island provides Bible teaching for the spiritual growth of young and old alike, and Mission efforts that touch people's lives locally and around the world; and*

*WHEREAS, the music ministry of First Baptist Church of Hilton Head Island provides music to workshop God using voices and instruments, and spreads the gospel of Jesus Christ through seasonal presentations and special events open to the community; and*

*WHEREAS, First Baptist Church of Hilton Head Island ministers to community children through quality Christian based programs such as Vacation Bible School, Morning Preschool, Afterschool Program, and Summer Day Camp; and*

*WHEREAS, First Baptist Church of Hilton Head Island begins its second 50 years of ministry and service to the Lord Jesus Christ and to the people of Hilton Head Island and beyond on February 18, 2012.*

*NOW THEREFORE, I, Drew A. Laughlin, Mayor of the Town of Hilton Head Island, South Carolina, hereby proclaim that February 18, 2012, shall be recognized on Hilton Head Island as*

## **FIRST BAPTIST CHURCH OF HILTON HEAD ISLAND'S 50<sup>TH</sup> ANNIVERSARY DAY**

*IN TESTIMONY WHEREOF, I hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this Seventeenth day of January in the Year of our Lord, Two Thousand and Twelve.*



\_\_\_\_\_  
Drew A. Laughlin, Mayor

Attest:



\_\_\_\_\_  
Cori Brock  
Town Clerk

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

**Date:** Tuesday, December 20, 2011

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

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

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Brad Tadlock, *Deputy Fire Chief*; Shawn Colin, *Comprehensive Planning Manager*; Teri Lewis, *LMO Official*; Heather Colin, *Development Review Administrator*; Nancy Gasen, *Director of Human Resources*; Jeff Buckalew, *Town Engineer*; Darrin Shoemaker, *Traffic & Transportation Engineer*; Vicki Pfannenschmidt, *Executive Assistant*

**Present from Media:** Tom Barton, *Island Packet*

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**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) Proclamations and Commendations**

Beaufort County Commendation as one of America's 100 Best Communities for Young People by America's Promise Alliance

Superintendent Valerie Truesdale was present to accept the Commendation.

**6) Approval of Minutes**

**a.** Town Council Workshop – December 1-3, 2011

Mr. Heitzke moved to approve. Mr. Williams seconded. Mr. Riley noted that under New Business the convening date for the workshop should be December 1, 2011. The corrected minutes from the December 1-3, 2011 Town Council Workshop were approved by a vote of 7-0.

**b. Town Council Meeting – December 6, 2011**

Mr. Heitzke moved to approve. Mr. Williams seconded. The minutes of the December 6, 2011 Town Council meeting were approved by a vote of 7-0.

**7) Report of the Town Manager**

**a. 2<sup>nd</sup> Quarter Recycling Report**

Scott Liggett reviewed the 2<sup>nd</sup> Quarter recycling statistics and noted that the Beaufort County Recycling Center has not seen a decrease in collected items. He stated the recycling being collected by Republic is in fact additional recycling for Hilton Head Island.

Mr. Liggett updated Town Council on the status of the Beach Renourishment Project.

**b. Town Manager's Items of Interest**

Mr. Riley reported on some items of interest.

**8) Reports from Members of Council**

**a. General Reports from Council**

Mr. Ferguson noted there was utility work being conducted on entrances to private property in the Chaplin Community. He stated no one had contacted the property owners concerning easements. Mr. Riley said he would have staff check into the matter.

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

Mr. Williams said the Committee had met this afternoon and reviewed the list of bills from last year. He said they had chosen several bills for staff review and the Committee will consider recommendations on specific bills at their January, 2012 meeting.

**c. Report of the Personnel Committee – Lee Edwards, Chairman**

No report.

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

Mr. Ferguson requested the December 28, 2011 meeting be cancelled. Mayor Laughlin asked staff to check into the possibility of cancelling or rescheduling.

**e. Report of the Public Facilities Committee – Kim Likins, Chairman**

No report.

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

No report.

**g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member**

No report.

**9) Appearance by Citizens**

Mr. Clint Van Aswegen addressed Town Council concerning the Spring Break Tennis and court reservations.

**10) Unfinished Business**

None.

**11) New Business**

**a. Consideration of a Resolution establishing principles, goals, policy agenda and management agenda.**

Consideration of a Resolution that the Town Council of the Town of Hilton Head Island, South Carolina, establishing the Town of Hilton Head Island Destination 2020 Guiding Principles, the Five Year (2017) Goals, 2012 Policy Agenda/Targets for Action, and 2012 Management Agenda.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. The motion was approved by a vote of 7-0.

**b. Consideration of a Recommendation to grant easements to the South Island Public Service District**

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island endorse the easement requests as made by the South Island Public Service District (SIPSD).

Mr. Heitzke moved to approve. Mr. Harkins seconded. The motion was approved by a vote of 7-0.

**c. Consideration of a Recommendation for Speed Limit revision –Charles E. Fraser Toll Bridge-Palmetto Bay Road**

Consideration of a Recommendation that the Town Council of the Town of Hilton Head Island, South Carolina, request the South Carolina Department of Transportation (SCDOT) to revise the existing speed limit treatment on the Charles E. Fraser Toll Bridge and on a portion of Palmetto Bay Road.

Mr. Heitzke moved to approve. Mr. Ferguson seconded. The motion was approved by a vote of 7-0.

**12) Executive Session**

Mr. Riley stated he needed an executive session for contractual matters pertaining to land acquisition; including a request to sell town-owned land and a request for right-of-entry over town-owned land; contractual matters pertaining to our contract with the Beaufort County Sheriff's Office and Beaufort County; contractual matters pertaining to an agreement with Palmetto Dunes Property Owners Association and Greenwood Development; and personnel matters pertaining to appointments to Boards and Commissions.

At 4:22 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 4:54 p.m. and asked if there was any business to take up as a result of executive session.

Mr. Ferguson moved that the Town Council authorize the Town Manager to execute and deliver the right-of-entry by and between the Town of Hilton Head Island, South Carolina, and American Towers, LLC, and to take such other and further actions as may be necessary to complete the Town's obligations set forth in the right-of-entry. Mr. Heitzke seconded. The motion was approved by a vote of 7-0.

**12) Adjournment**

Mr. Williams moved to adjourn. Mr. Ferguson seconded. The motion was approved by a vote of 7-0. The meeting was adjourned at 4:55 p.m.

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Vicki Pfannenschmidt  
Executive Assistant

Approved:

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Drew A. Laughlin, Mayor



# Items of Interest

## January 17, 2012

### 1. Town News

Bob Klein, Building Official, has received the Residential Energy Inspector/Plans Examiner certification. This will assist the Town in understanding, interpreting and enforcing the Energy code, especially in the area of HVAC installation.

**(Contact: Jill Foster, Deputy Director of Community Development, 341-4694)**

Richard Spruce, Plans Review Administrator, has successfully achieved his Commercial Electrical Inspector Certification. In order for Richard to achieve this certification, it required many months of preparation and study. Richard's new skills will allow him to inspect both residential and commercial buildings for electrical code compliance. This certification has the reputation of being one of the most difficult certifications to achieve, and Richard joins two other Town inspectors who have received it.

**(Contact: Jill Foster, Deputy Director of Community Development, 341-4694)**

### 2. Noteworthy Events

a) Some of the upcoming meetings at Town Hall:

- Planning Commission – January 18, 3:00 p.m.
- Design Review Board – January 24, 1:15 p.m.
- LMO Rewrite Committee – January 31, 1:30 p.m.
- Planning Commission – February 1, 9:00 a.m.
- Public Safety Committee – February 6, 10:00 a.m.
- Public Projects and Facilities Committee – February 7, 2:00 p.m.
- Town Council – February 7, 4:00 p.m.

**(Meetings subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) for meeting agendas)**

## 2012 Hilton Head Island Events

Saturday, January 28, 2012 11:00am – 4:00pm	Hilton Head Snow Day	Shelter Cove Community Park
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**2011 Policy Agenda  
Year End Recap**

**Top Priority**

<b>Target</b>	<b>Chief Contact</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Heritage Golf Tournament: Seek to Secure Its Long-Term Future</li> </ul>	Steve Riley Greg DeLoach	Done.
<ul style="list-style-type: none"> <li>Technology Infrastructure: Evaluation and Direction of Town's Role</li> </ul>	Shea Farrar	Task Force made a presentation to the Town Council with their findings and recommendations.
<ul style="list-style-type: none"> <li>LMO: Amend to Foster Greater Flexibility, Simplicity, and Revitalization</li> </ul>	Teri Lewis	Contract being finalized with potential consultant. Work with consultant anticipated to begin in January.
<ul style="list-style-type: none"> <li>Coligny Area Redevelopment: Conceptual Plan, Direction, and Town's Role</li> </ul>	Mike Roan	RFP has been posted for consultant to undertake an economic analysis of the two potential plans for the area.
<ul style="list-style-type: none"> <li>South Island Marina Dredging: Determine Town's Role and Funding</li> </ul>	Scott Liggett Susan Simmons	Per Council's directive, staff has prepared a request for qualifications from firms which will be expected to provide validation of the proposed dredging work plan / approach or present additional options which may be considered by the Town, or other stakeholders on the Island, in order to adequately address dredging needs. Key aspects are the regulatory conditions, the dredging work plan and the disposal options.
<ul style="list-style-type: none"> <li>Redevelopment Authority/Community Development Corporation: Evaluation and Direction</li> </ul>	Shawn Colin	Staff outlined a proposal for Management consideration on this item. TC recommended an approach at its 2011 workshop to select a small citizen committee to outline the work, skill sets, and resources needed and to select the most appropriate organizational structure to implement.

**High Priority**

<b>Target</b>	<b>Chief Contact</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Economic Development Corporation: Evaluation</li> </ul>	Shawn Colin	Staff outlined a proposal for Management consideration on this item. TC recommended an approach at its 2011 workshop to select a small citizen committee to outline the work, skill sets, and resources needed and to select the most appropriate organizational structure to implement.
<ul style="list-style-type: none"> <li>Mitchelville Development: Evaluate Business and Master Plan and Town's Role</li> </ul>	Jayne Lopko	Mitchelville Preservation Project Committee continues to work on their business and master plan.
<ul style="list-style-type: none"> <li>Arts &amp; Conference Center: Evaluate Citizen Committee Proposal and</li> </ul>	Charles Cousins	Town Council did not assign this a priority for 2012
<ul style="list-style-type: none"> <li>Shelter Cove Mall Redevelopment: Conceptual Plan, Direction, and Town's Role</li> </ul>	Mike Roan	At the 2011 Workshop, Town Council identified the elements of a hybrid plan they would like to see developed. This was communicated to the developer. Staff met during December with an attorney for the developer to outline a strategy to move this project forward. Awaiting a finalized plan
<ul style="list-style-type: none"> <li>Chaplin Linear Park and Boardwalk: Determine Project Priority for Funding and Develop Detailed Plans</li> </ul>	Shea Farrar	Funds included in this year's CIP for design. At the 2011 Workshop, Town Council identified this project as a top priority for 2012.

Moderate Priority		
Target	Chief Contact	Comments
<ul style="list-style-type: none"> <li>Regional Coalition: Development</li> </ul>	Steve Riley	Ongoing.
<ul style="list-style-type: none"> <li>Regional Legislative Program and Regional Educational Opportunities</li> </ul>	Steve Riley	Ongoing
<ul style="list-style-type: none"> <li>Shoreline Change Blue Ribbon Committee: Closely Monitor</li> </ul>	Scott Liggett	Staff has monitored activity and provided support to our committee representative, Tom Peebles. The Committee met eight (8) times during the year, from March through October, though no formal recommendations have come forward. Work is ongoing.
<ul style="list-style-type: none"> <li>Community Based Education Program on Environmental Stewardship</li> </ul>	Sally Krebs	The first part of the Town's webpage on sustainability will be submitted to IT by the end of the year and should go live by the end of January. Staff is working with the Chamber and businesses on the island to assist in their sustainability efforts, and has contacted all the schools and POAs with the same goal.
<ul style="list-style-type: none"> <li>Fire Station #6 Direction</li> </ul>	Charles Cousins	Agreement reached with Greenwood and the POA.
<ul style="list-style-type: none"> <li>Law Enforcement Center: Seek to Acquire with County</li> </ul>	Steve Riley Greg DeLoach	RFP for property received and being evaluated.
<ul style="list-style-type: none"> <li>Public Information Enhancement</li> </ul>	Greg DeLoach	Ongoing.
2011 Management Targets		
Top Priority		
Target	Chief Contact	Comments
<ul style="list-style-type: none"> <li>Airport Issues: Follow up on Tree Issues and Masterplan Implementation</li> </ul>	Charles Cousins	Removal of tree projections into the glide slope at the north end of the runway will be completed by the end of December. Wilbur Smith has submitted their tree mitigation plan, which remains generalized until all tree removal is completed and a complete count of removed trees is submitted. Following staff review and approval, the plan will be reviewed by the DRB.
<ul style="list-style-type: none"> <li>EcoTourism Conference: Work with Chamber</li> </ul>	Steve Riley	Completed.
<ul style="list-style-type: none"> <li>Habitat Housing Project: Evaluate Specific Proposal</li> </ul>	Charles Cousins	Completed and land provided.
<ul style="list-style-type: none"> <li>Recreation Center Expansion: Evaluate Feasibility Study</li> </ul>	Nicole Dixon	Staff has been asked to separate out the Aquatics Facility and do a feasibility analysis of potentially constructing the new pool elsewhere like Chaplin or Shelter Cove. Staff was directed to look at potential lease spaces for the Share Center or possibly include that as part of the analysis of locating at Chaplin or Shelter Cove. Direction was also provided to go forward with expanding the rec center as planned minus the new pool and splash pad. Possibly start with the parking first..
<ul style="list-style-type: none"> <li>Legislative Program</li> </ul>	Greg DeLoach	Gearing up for 2012 Session.

<ul style="list-style-type: none"> <li>▪ Stormwater Utility Needs and Agreements</li> </ul>	Cary Gaffney	Executed new Intergovernmental with Beaufort County for the management of the Storm Water Utility. Managed storm water maintenance program with on-call contractors and unit cost contracts. Entered into a storm water maintenance agreement with Palmetto Dunes and Leamington. Negotiations for similar agreements with Palmetto Hall, Sea Pines, Wexford and Long Cove are ongoing.
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**High Priority**

Target	Chief Contact	Comments
<ul style="list-style-type: none"> <li>▪ Bicycle Friendly Community: Seek Designation</li> </ul>	Marcy Benson	Completed. Town received Silver Level Award from the League of American Bicyclists
<ul style="list-style-type: none"> <li>▪ Residential Recycling Development</li> </ul>	Alice Derian	Franchise Agreement initiated April 1, 2011. 7,879 residential accounts have been established through Republic Waste Services from inception through December 2011. 738.48 tons of recyclable material has been collected and processed for the first and second quarter. New accounts continue to be initiated on a daily basis and monitoring of the franchise agreement will continue.
<ul style="list-style-type: none"> <li>▪ Town Council Redistricting: Direction</li> </ul>	Steve Riley	Ordinance adopted. Documentation sent to US Department of Justice.

**CIP Year End Recap**

Project	Chief Contact	Comments
<ol style="list-style-type: none"> <li>1. Fire Station #1 Replacement</li> <li>2. Mathews Drive / Beach City Road Roundabout</li> <li>3. Mathews Drive Pathway</li> <li>4. Squire Pope Area Drainage Project</li> <li>5. Ground Mounted Street Signs – Phases I and II</li> <li>6. Dunnagan’s Alley / Arrow Road Roundabout</li> <li>7. F&amp;R Emergency Access Gates Palmetto Hall and Port Royal Plantation</li> <li>8. Traffic Signal Mast Arms</li> <li>9. Stoney Area Sewer projects</li> <li>10. Bristol Sports Arena Rehabilitation</li> <li>11. Port Royal Terminal Groin</li> <li>12. Port Royal Beach Renourishment</li> <li>13. Miller’s Pond Drainage Project</li> <li>14. Ground Mounted Street Signs – Phase III</li> </ol>	Scott Liggett	<ol style="list-style-type: none"> <li>1. Complete</li> <li>2. Complete</li> <li>3. Complete</li> <li>4. Complete</li> <li>5. Complete</li> <li>6. Complete</li> <li>7. Complete</li> <li>8. Complete</li> <li>9. Complete</li> <li>10. Complete</li> <li>11. Under Contract</li> <li>12. Under Contract</li> <li>13. Under Contract</li> <li>14. Under Contract</li> </ol>



# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Stephen G. Riley, CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Community Development Director*  
**VIA:** Shawn Colin, AICP, *Comprehensive Planning Manager*  
**FROM:** Jayme Lopko, AICP, *Senior Planner*  
**DATE:** December 16, 2011  
**SUBJECT:** Public Art Agreement

**Recommendation:** Adopt a resolution that the Town Council of the Town of Hilton Head Island authorizes the Mayor to execute and deliver a gift agreement with the Community Foundation of the Lowcountry (CFL) for the acquisition of the “Family” sculpture.

**Summary:** The Public Art Committee of the CFL held a Public Art Exhibition at Honey Horn from September 24, 2011 through December 31, 2011. During this exhibition, a jury selected one of the art pieces for CFL’s Public Art Fund to purchase and donate to the Town for placement on one of three locations previously approved by Town Council. “Family”, a set of three horse sculptures was selected by the jury and announced during a ceremony held on November 10, 2011.

**Background:** The Community Foundation of the Lowcountry created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island.

On April 20, 2010, Town Council gave financial support to the Public Art Exhibition to be held at Honey Horn in the fall of 2011. A jury formed by the Public Art Committee of the CFL selected the winning piece from the exhibition for purchase by the CFL’s Public Art Fund. The selected piece will then be donated to the Town for installation and maintenance.

On September 7, 2010, Town Council approved three locations for public art placement: Chamber of Commerce Welcome Center, Jarvis Creek Park Lake, and town owned land in the Chaplin community. The selected piece is recommended for placement on the town owned land in the Chaplin community. The exact location within the Chaplin Linear Park will be determined by the Town in conjunction with the artist and the CFL.

Town Council adopted the Fiscal Year 2012 budget, including the Capital Improvement Program (CIP). There was \$15,000 included in the approved CIP to cover the installation and maintenance of the selected art piece.

The Foundation’s attached Gift Agreement does hereby donate the statue to the Town of Hilton Head Island and its citizens.

**A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,  
AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT WITH THE  
COMMUNITY FOUNDATION OF THE LOWCOUNTRY FOR THE ACQUISITION OF  
THE “FAMILY” SCULPTURE.**

**WHEREAS**, the Community Foundation of the Lowcountry (hereinafter called “Foundation”) created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island (hereinafter called “Town”), and;

**WHEREAS**, the Town acknowledges the value of public art and has committed to support art in the public realm, and;

**WHEREAS**, on April 20, 2010, the Town approved funding for the Foundation’s Public Art Exhibition, and;

**WHEREAS**, on September 7, 2010, the Town Council approved three locations for placement of public art, including town owned land in the Chaplin community, and;

**WHEREAS**, the Foundation held a Public Art Exhibition from September 24, 2011 through December 31, 2011 in order to raise awareness of public art, and;

**WHEREAS**, on November 10, 2011, the Foundation’s Public Art Committee announced “Family” as the winning sculpture in the Public Art Exhibition 2011, and;

**WHEREAS**, the Fiscal Year 2012 budget was adopted including the Capital Improvement Program, where money for the cost of the installation and maintenance of the selected sculpture was identified, and;

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

1. The Mayor and Town Manager are hereby authorized to execute and deliver a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Family” sculpture, a copy of which is attached hereto.
2. The Mayor and Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the actions authorized hereby.

**MOVED, APPROVED, AND ADOPTED BY TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**Drew A. Laughlin, Mayor**

**Attest:**

**By:** \_\_\_\_\_  
**Cori Brock, Town Clerk**

**APPROVED AS TO FORM:**

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

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of January 2012 between Community Foundation of the Lowcountry, Inc. (hereinafter called "Foundation") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Foundation has purchased artwork titled "Family" (hereafter referred to as "Artwork"), in accordance with the agreement attached hereto as Exhibit A ("Agreement for provision of public artwork"). The Artwork is further described in Exhibit B to this Agreement; and

**WHEREAS**, the Foundation wishes to maximize public enjoyment and appreciation of the Artwork; and

**WHEREAS**, the Foundation desires to donate the Artwork to the Town for display as public art, and the Town desires to accept the Artwork, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Foundation, the parties hereto agree as follows:

**1. Gift of the Artwork.** The Foundation hereby gives to the Town its entire interest in the Artwork. The parties acknowledge that all copyrights in the Artwork have been retained by the Artist, as reflected in paragraph 8 of Exhibit A. The parties acknowledge that this gift includes only the Artwork itself and not any copyright or other intellectual property rights in the Artwork.

**2. Foundation Ownership Interest in the Artwork.** The Foundation hereby represents and warrants to the Town that it is the owner of the Artwork, free and clear of all liens, encumbrances, and restrictions, except those related to the Artists' copyright interest in the Artwork, and that it has the power to give the Artwork to the Town free and clear of all liens, encumbrances, and restrictions, in accordance with the terms of this Agreement.

**3. Delivery and Installation of the Artwork.** Upon final acceptance of the Artwork by the Foundation in accordance with the terms of the Artist Agreement, Exhibit A, the Foundation shall cause the Artwork to be delivered to the installation location at Chaplin Linear Park as described in Exhibit C to this Agreement. The Town shall be responsible for all costs of installation. The Town, at its own expense, shall undertake

adequate site preparation, including construction of a suitable base for the Artwork prior to delivery and installation.

**4. Maintenance, Repairs, and Restoration.** The Town will not intentionally destroy, damage, alter, modify, or change the Artwork in any material way. The Town shall be responsible for the periodic maintenance of the Artwork. The periodic maintenance shall include the cleaning of the Artwork, as described in Exhibit A, and otherwise keeping the Artwork in good condition and repair.

**5. Insurance.** The Town shall be responsible for maintaining property insurance on the full value of the Artwork. The Town and the Foundation agree that the current value of the Artwork is Twenty Thousand dollars (\$20,000.00). In the event of loss or damage, the insurance proceeds shall be used to repair, restore, or replace the Artwork. If after such loss or damage the Town determines that the loss or damage is so material and substantial as to require abandonment of the Artwork rather than repair, restoration, or replacement, then the insurance proceeds shall be paid to the Foundation, less any costs paid by the Town for prior maintenance, repairs, restoration and the cost of insurance of the Artwork.

**6. Right of Repurchase.** In the event the Town determines that it is unable or unwilling to continue to maintain, repair, or restore the Artwork, or if the Town decides to no longer publicly display the Artwork, the Town shall offer the Foundation the right to repurchase the Artwork for the sum of One dollar (\$1.00).

**7. Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties. Its terms may be amended only by an instrument in writing signed by both parties.

(b) It is intended that each paragraph and subparagraph of this Agreement shall be viewed as separate and divisible; and in the event that any paragraph or subparagraph shall be held to be invalid or unenforceable, the remaining paragraphs and subparagraphs shall continue to be in full force and effect.

(c) This Agreement constitutes an enforceable legal obligation and is binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.

(d) This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**COMMUNITY FOUNDATION OF THE  
LOWCOUNTRY, INC.**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

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

**Drew Laughlin**

\_\_\_\_\_

**Its: Mayor**

**EXHIBIT A**

**AGREEMENT FOR THE PROVISION OF PUBLIC ART**

**EXHIBIT A  
AGREEMENT FOR THE PROVISION  
OF PUBLIC ART**

This agreement for the provision of public art (hereinafter "Agreement"), entered into on the dates indicated below, by and between the Community Foundation of the Lowcountry and Jonathan Bowling, 811 Dickinson, Greenville, NC.

*WITNESSETH THAT:*

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public, is an essential component of any great town and makes that town more interesting and vibrant for its residents and visitors, and;

WHEREAS, the Community Foundation of the Lowcountry and the Town of Hilton Head Island desire to facilitate the provision of art in a public place, and;

WHEREAS, the Community Foundation of the Lowcountry and its assigned jury has selected the Artist to participate in the inaugural Public Art Exhibition on Hilton Head Island, and;

WHEREAS, the Artist is qualified and able to make available the piece "Family" for purchase, and is willing to accept the commission as described in this Agreement, and;

WHEREAS, the Community Foundation of the Lowcountry agrees to donate to the Town of Hilton Head Island such work of art, and;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the Community Foundation of the Lowcountry and the Artist hereby agree as follows:

**Part I. Term and Termination**

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the Community Foundation of the Lowcountry unless earlier terminated as provided herein.
- 1.03 If the Artist fails to fulfill any of his obligations under this Agreement in a timely or proper manner, or if the Artist violate any of the covenants, agreements, or stipulations of this Agreement, the Community Foundation of the Lowcountry thereupon shall have the right to terminate this Agreement by giving the Artist written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the termination shall be stated in the notice.

**Part II. Engagement of the Artist; Designation of the Artwork**

- 2.01 Subject to the terms and conditions of this Agreement, the Community Foundation of the

Lowcountry engages the Artist, and the Artist agrees to be so engaged, to make available for purchase the Artwork (collectively, hereinafter “the Work”) as described in “Exhibit A”, attached hereto and incorporated herein by reference.

### **Part III. Installation of the Artwork**

- 3.01 The Artwork shall be installed and incorporated into a public site as indicated in Exhibit B; such site is identified and described in Exhibit B, attached hereto and incorporated herein by reference. The Artist shall provide to the Community Foundation of the Lowcountry a written description of the manner in which the Artwork shall be installed, including a statement of details addressing any preparatory work which must be performed to prepare the site prior to installation.
- 3.02 The Artist, the Community Foundation of the Lowcountry and the Town of Hilton Head Island shall consult and agree to the date and time for delivery of the Artwork to the site to be executed by the Town of Hilton Head Island and/or its assigns.

### **Part IV. Final Acceptance; Title of the Artwork to Vest in the Town of Hilton Head Island**

- 4.01 Upon installation of the Artwork to the Artist’s satisfaction, the Community Foundation of the Lowcountry shall inspect the work and present the Artist with a detailed listing of any observed flaws. When the Community Foundation of the Lowcountry is satisfied with the Work, it shall provide written notice to the Artist of his final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the Community Foundation of the Lowcountry.
- 4.02 Upon final acceptance, title to the Artwork shall pass from the Artist to, and vest in, the Community Foundation of the Lowcountry. Thereafter, the Community Foundation of the Lowcountry shall retain any written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 4.03 Upon final acceptance, the Artist shall be available for a public dedication of the Artwork; the Community Foundation of the Lowcountry and the Artist shall provide appropriate, on-site signage to identify the Artwork by the Artist’s name, the year of fabrication, and other information deemed appropriate by the Community Foundation of the Lowcountry.

### **Part V. Compensation**

- 5.01 The Community Foundation of the Lowcountry shall pay to the Artist for the Artwork as provided in this Part of the Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of Twenty Thousand dollars (\$20,000). This amount shall constitute full and complete compensation for the Artist’s Artwork.
- 5.02 Payments shall be made to the Artist upon his submission of detailed bill of sale
  - a. Upon installation of the Artwork and final acceptance by the Community Foundation of the Lowcountry under Part IV of this Agreement, the Community Foundation of

the Lowcountry shall pay the Artist an amount not to exceed Twenty thousand (in sum) Dollars (\$20,000).

## **Part VI. Warranty; Indemnification; and, Release**

- 6.01 The Artist represents and warrant to the Community Foundation of the Lowcountry that:
- a. He is the sole creators of the Artwork, that the Artist has full power and authority to make this Agreement;
  - b. the Artwork does not infringe upon any copyright or violate any property right or other rights; and,
  - c. no lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the Community Foundation of the Lowcountry, no individual or entity will have any right or interest in the Artwork that is prior or superior to the Community Foundation of the Lowcountry's right and interest.

The Artist further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the Community Foundation of the Lowcountry.

- 6.02 The Artist agrees to defend, indemnify, and hold harmless the Community Foundation of the Lowcountry, and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the Artist pursuant to this Agreement.

## **Part VII. Insurance**

- 7.01 As part of the Public Art Exhibition on Hilton Head Island, the Artist and the Community Foundation of the Lowcountry have procured and maintained comprehensive general liability insurance as will protect the Community Foundation of the Lowcountry and the Artist, and each of his respective officers, agents, employees and subcontractors performing any of the Work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by the Community Foundation of the Lowcountry or the Artist, or any of his respective officers, agents, employees and subcontractors performing any of the Work. The amounts of insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- 7.02 The insurance policy or policies procured as required by Section 7.01 name the Community Foundation of the Lowcountry as an additional insured party.

## **Part VIII. Copyright and Reproduction Rights**

- 8.01 The Artist expressly reserve every right available to the Artist under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.
- 8.02 The Community Foundation of the Lowcountry retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the Community Foundation of the Lowcountry, for reference, promotional, educational and scholarly purposes. The Community Foundation of the Lowcountry agrees to make no commercial use of the Artwork without the Artist's written consent. If such consent is obtained from the Artist, all reproductions of the Artwork by the Community Foundation of the Lowcountry shall contain a credit to the Artist that states the Artist's name, year of creation, and the name of the Community Foundation of the Lowcountry.

## **Part IX. Maintenance, Repair, and Restoration**

- 9.01 If, within the time period specified in Section 6.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the Artist's warranty, the Artist shall repair the Artwork or replace any defective component of the Artwork at no cost to the Community Foundation of the Lowcountry. All repairs or cures to defects shall be consistent with professional conservation standards.

## **Part X. General Provisions**

- 10.01 Independent Contractor. The parties agree that the Artist is an independent contractor as that term is commonly used and are not employees of the Community Foundation of the Lowcountry. As such, the Artist is solely responsible for all taxes and none shall be withheld from the sums paid to him or her. The Artist acknowledges that he is not insured in any manner by the Community Foundation of the Lowcountry for any loss of any kind whatsoever. The Artist has no authority, express or implied, to bind or obligate the Community Foundation of the Lowcountry in any way.
- 10.02 Notices. All notices, requests and other communications that a party is required or elects to deliver pursuant to this Agreement shall be in writing and shall be delivered personally or by facsimile or electronic mail (with confirmation), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party or parties at its or his address set forth below:

if to the Community Foundation of the Lowcountry:  
4 Northridge Drive, Suite A  
Hilton Head Island, SC 29926

if to the Artist:  
Jonathan Bowling  
811 Dickinson  
Greenville, NC.

- 10.03 Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina, and by all applicable municipal ordinances or codes of the Town of Hilton Head Island and of Beaufort County. Suit, if any, shall be brought in Beaufort County, South Carolina.
- 10.04 Waiver. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.
- 10.05 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 10.06 Non-discrimination. The Artist, and any person or firm engaged by the Artist to perform any of the Work pursuant to this Agreement, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 10.07 Conflict of Interest. The Artist certifies and warrants to the Community Foundation of the Lowcountry that neither he, nor any of his agents, representatives or employees who will participate in the performance of any part of the Work pursuant to this Agreement has or will have any conflict of interest, direct or indirect, with the Community Foundation of the Lowcountry.
- 10.08 Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other parties and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 10.09 Successors and Assigns. The parties bind themselves and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement; except as otherwise provided herein, Artist shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Community Foundation of the Lowcountry. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Community Foundation of the Lowcountry.

- 10.10 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Community Foundation of the Lowcountry and the Artist, with respect to the subject matter of this Agreement. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Community Foundation of the Lowcountry or Artist that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.
- 10.11 Survival. The following provisions of this Agreement shall survive and be in full force and effect after the termination of this Agreement, for whatever cause: Parts VI, VIII, IX, X, XI and XII.

IN WITNESS WHEREOF, the Community Foundation of the Lowcountry and the Artist hereby enter into this Agreement as of the dates indicated below:

\_\_\_\_\_ (“Community Foundation of the Lowcountry”)

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

Date:

\_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

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

\_\_\_\_\_ (“Artist”)

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

Date:

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

Date:

\_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

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

**EXHIBIT B**

**DESCRIPTION AND MAINTENANCE OF THE ARTWORK**

## EXHIBIT B

### Description and Maintenance of the Artwork

"Family" is a trio of steel horses with small quantities of wood and brass. The three structures are designed to bolt to one or more concrete surfaces.

All three pieces should be sprayed with a mixture of one part boiled linseed oil to three parts turpentine at least once a year, more frequent spraying may be desirable in the salt air environment.



**EXHIBIT C**

**LOCATION OF PUBLIC ART IN CHAPLIN LINEAR PARK**

**EXHIBIT C**  
Location of Public Art in Chaplin Linear Park

The sculpture will be located on Town owned land in the area referred to as Chaplin Linear Park. The specific location will be determined by the Town of Hilton Head Island in conjunction with the Community Foundation of the Lowcountry's Public Art Committee.

Once the Chaplin Linear Park is fully designed, the location of the sculpture may be modified.



## **MEMORANDUM**

To: Town Council  
From: Public Facilities Committee  
Via: Stephen G. Riley, CM Town Manager  
Subject: Conveying portion of Gum Tree Nursery tract to Sandra Simmons for future road right of way and a permanent sight triangle easement  
Date: January 5, 2011

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### **Recommendation:**

The Public Facilities Committee recommends that Town Council endorse the conveyance of a 0.027 acre portion of right of way (0.014 acres of which will be restricted with a sight triangle easement) to Sandra C. Simmons for the potential development of a future roadway.

### **Summary:**

The Town recently acquired land from Gum Tree Nursery (R510-007-000-150A, 0.508 Acres), as well as a 0.362 acre permanent storm drainage easement from Sandra C. Simmons to facilitate storm drainage improvements off Gum Tree Road. The Simmons' were generous enough to donate the permanent storm drainage easement to the Town, although they are considering the future development potential of their property. Their concept plans for the development of their parcel (R510-007-000-0301) include a new road off Gum Tree whose right of way would need to encroach onto the Town's newly acquired parcel. The area of this encroachment is 0.013 acres. A permanent sight triangle easement (0.014 acres) would also be needed on the Town's land for the new road to comply with the Land Management Ordinance, resulting in a total conveyance of 0.027 acres.

### **Background:**

While the Simmons' donation of the permanent storm drainage easement did not contain any condition that the Town grant or convey them any land in return for the easement, they did request consideration of such a future request. The land in question lies in the far, acute corner of a small tract of land acquired for storm drainage improvements. The Town has no other use identified for this land. Staff sees this conveyance as having no detrimental impacts to the Town.

Attachments

**Exhibit A** – Easement Plat

**LEGEND:**

- PRESENT R/W
- NEW R/W

**REFERENCE PLATS:**

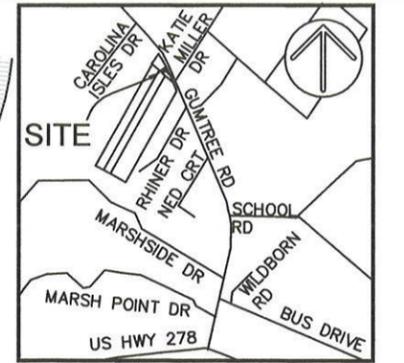
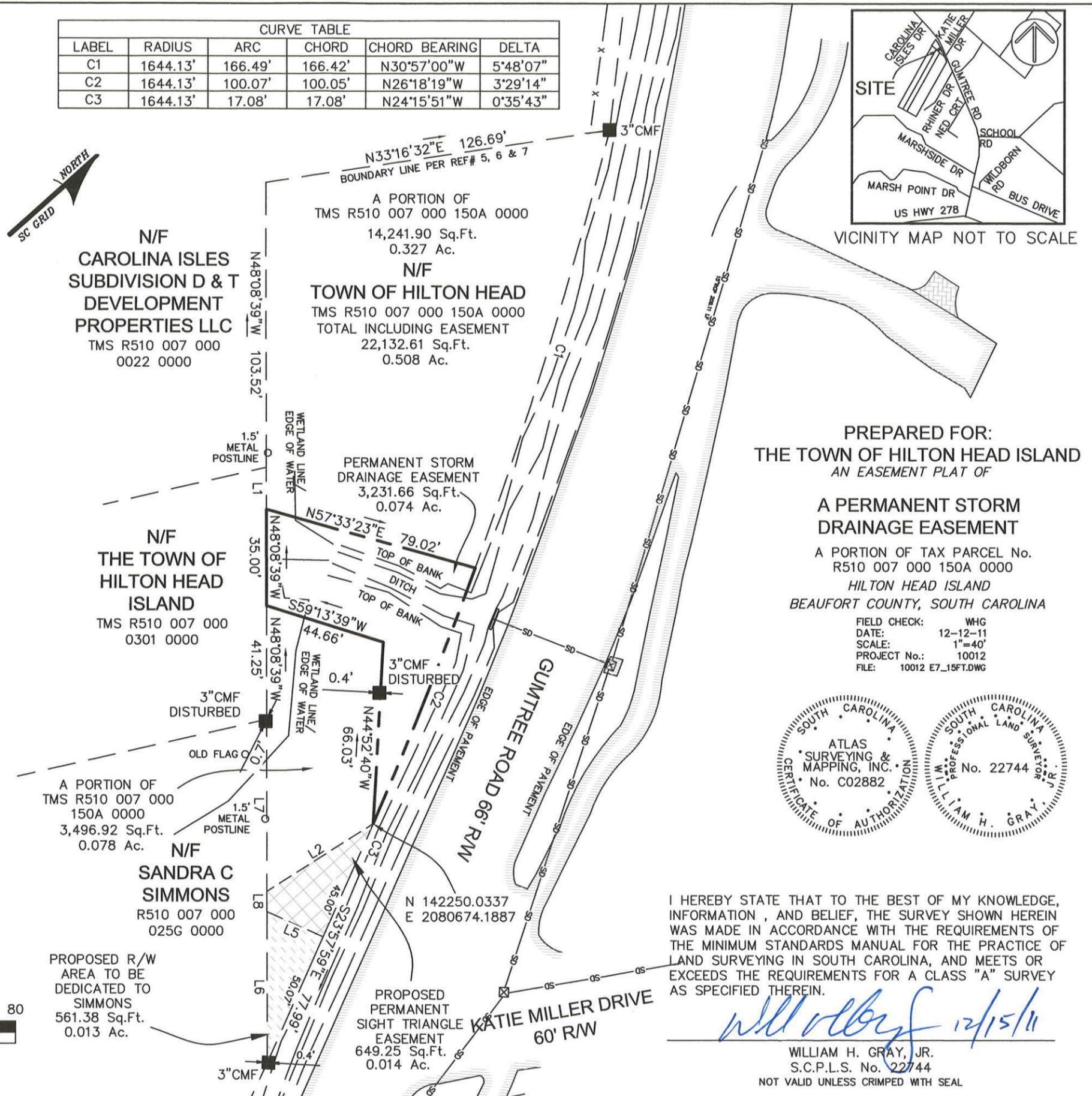
1. PROPOSED CONSTRUCTION PLANS FOR BEAUFORT COUNTY SC-116 @ S-86 INTERSECTIONS.  
DATE: 03-24-11  
BY: JEFFREY K. NETZINGER  
S.C.R.L.S. No. 23238

**NOTES:**

1. THESE PARCELS APPEAR TO LIE IN FLOOD ZONE C, FIRM PANEL 0065-D COMMUNITY 450025.

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N48°08'39"W	15.17'
L2	N09°40'12"E	45.91'
L5	N65°58'48"E	22.42'
L6	S48°08'39"E	54.86'
L7	S48°08'39"E	62.45'
L8	S48°08'39"E	7.45'

CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	1644.13'	166.49'	166.42'	N30°57'00"W	5°48'07"
C2	1644.13'	100.07'	100.05'	N26°18'19"W	3°29'14"
C3	1644.13'	17.08'	17.08'	N24°15'51"W	0°35'43"



VICINITY MAP NOT TO SCALE

PREPARED FOR:  
**THE TOWN OF HILTON HEAD ISLAND**  
AN EASEMENT PLAT OF

**A PERMANENT STORM DRAINAGE EASEMENT**

A PORTION OF TAX PARCEL No.  
R510 007 000 150A 0000  
HILTON HEAD ISLAND  
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD CHECK: WHG  
DATE: 12-12-11  
SCALE: 1"=40'  
PROJECT No.: 10012  
FILE: 10012 E7\_15FT.DWG



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

*William H. Gray, Jr.* 12/15/11

WILLIAM H. GRAY, JR.  
S.C.P.L.S. No. 22744  
NOT VALID UNLESS CRIMPED WITH SEAL

**ATLAS SURVEYING INC.**

49 BROWN'S COVE ROAD, SUITE #5  
RIDGELAND, SC 29936  
PHONE: (843) 645-9277  
FAX: (843) 645-9267  
E-MAIL: BGRAY@ATLASSURVEYING.COM



GRAPHIC SCALE

**MEMORANDUM**

**TO:** Town Council

**FROM:** Public Facilities Committee

**VIA:** Stephen G. Riley, AICP, Town Manager

**DATE:** January 6, 2012

**RE: Consideration of Additional Funding for Tax Increment Financing (TIF)  
Area Sewer Projects**

---

**Recommendation:**

The Public Facilities Committee endorses the attached request made by the Hilton Head Public Service District (copy attached) and recommends that Town Council provide an additional \$160,000 of Tax Increment Financing (TIF) funds in order to complete the referenced projects.

**Summary:**

The Capital Improvements Program (CIP) of the FY 2012 Consolidated Municipal Budget includes TIF funding for the three (3) sewer projects referenced – Ford Shell Ring, Marshland Road East and Chaplin Initiative Area (Linear Park). The current approved budget for all three projects is \$293,000. As a result of ongoing dialogue between Town Staff and District representatives, the project scopes have been further refined. As a result, an expansion in the scope of work of the Ford Shell Ring Project and a decrease in the scope of work for both the Marshland and Chaplin Projects is recommended. As a net result of these recommendations, an additional \$160,000 is required.

**Background:**

Given the previous goals of the Town and the fundamental premise of TIF, to make public investment that will stimulate a corresponding private investment in adjacent properties, one could argue that provision of sewer service where it does not exist is more likely to achieve this goal than other initiatives. Working within a finite revenue stream which is likely and with the 2014 sunset of our TIF District priority use of TIF monies to expand sewer service is appropriate. If approved, the \$160,000 obligation created by the additional funding will be represented in the accounting documents of our TIF balance sheet



21 Oak Park Drive  
PO Box 21264  
Hilton Head Island, SC 29925  
[www.hhpsd.com](http://www.hhpsd.com)

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September 19, 2011

Mr. Scott Ligget PE  
Director of Public Projects & Facilities  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928

Re: Sewer Service to Remaining TIF Areas

Dear Scott:

Per your request, Hilton Head PSD staff has continued to refine the costs to provide sewer service to the unserved areas within the TIFs (Tax Increment Financing Districts). Only three (3) unserved TIF areas remain and they are Chaplin, Squire Pope and Marshland. We are requesting your consideration to fund construction of these projects as part of the Town CIP program.

Since our last correspondence, back in December of 2009, we have taken the project estimates from broad pre-engineered estimates to engineered designs ready for utility easement acquisition (were necessary), permitting and competitive bidding.

Squire Pope (Ford Shell Park)

Since the 2009 estimate of \$92,000, the project is now estimated at \$307,855 due to the following changes:

- The original project has been expanded to include all of the remaining TIF area on Squire Pope Road, mainly the Outlaw Road area, which more than doubled the original project scope.
- The expanded project is deeper than the original project due to the expanded project length; therefore, pipe installation cost increased as much as 72 percent in some areas.
- The original estimate did not include street crossings and other appurtenances.

Marshland Road East (Broad Creek Headwaters)

Since the 2009 estimate of \$63,200, this project has been reduced in scope, therefore the revised estimate is \$24,900.

Chaplin Initiative (Linear Park)

Since the 2009 estimates, the cost of this project has been reduced from \$136,800 to \$116,500.

All projects are within TIF areas and serve environmentally sensitive areas. No additional infrastructure improvements, such as lift stations, will be necessary on any of the remaining projects.

Total Costs

<b>Projects</b>	<b>Revised Costs</b>	<b>Original Costs</b>
Squire Pope	\$307,855	\$92,000
Marshland East	24,900	63,200
Chaplin	116,500	138,600
Total	\$449,255	\$293,800

We are ready to move to the utility easement acquisition and permitting phase upon your notification.

We hope this information will be helpful in your deliberations.

Sincerely,



Richard C. Cyr  
General Manager  
Hilton Head PSD

# LOWCOUNTRY ENGINEERING CONSULTANTS, LLC

BEAUFORT, SOUTH CAROLINA

## PRELIMINARY CONSTRUCTION COST ESTIMATE

HILTON HEAD PUBLIC SERVICE DISTRICT  
 SQUIRE POPE ROAD SEWER EXTENSION

May 5, 2011

	Item Description	Quantity	Unit	Unit Cost	Extended Price
<b>Squire Pope Road Sewer</b>					
	10" PVC Gravity Sewer (0'-6' Deep)	1230	LF	\$50.00	\$61,500.00
	10" PVC Gravity Sewer (6'-8' Deep)	340	LF	\$55.00	\$18,700.00
	10" PVC Gravity Sewer (8'-10' Deep)	100	LF	\$70.00	\$7,000.00
	10" PVC Gravity Sewer (10'-12' Deep)	500	LF	\$76.00	\$38,000.00
	10" PVC Gravity Sewer (12'-14' Deep)	500	LF	\$86.00	\$43,000.00
	Manholes	8	EA	\$3,000.00	\$24,000.00
	Tie-in to Existing Sewer	1	EA	\$7,500.00	\$7,500.00
	Long Service	6	EA	\$10,000.00	\$60,000.00
	Short Service	8	EA	\$1,000.00	\$8,000.00
				<b>Construction Total</b>	<b>\$267,700.00</b>
				<b>Contingency</b>	<b>15% \$ 40,155.00</b>
				<b>Grand Total</b>	<b>\$ 307,855.00</b>

# LOWCOUNTRY ENGINEERING CONSULTANTS, LLC

BEAUFORT, SOUTH CAROLINA

## PRELIMINARY CONSTRUCTION COST ESTIMATE

HILTON HEAD PUBLIC SERVICE DISTRICT

MATHEWS DRIVE LPS

May 4, 2011

	Item Description	Quantity	Unit	Unit Cost	Extended Price
	<b>William Hilton Parkway LPS</b>				
1	2" HDPE FM (Trenched)	870	LF	\$11.00	\$9,570.00
2	2" HDPE FM (Bored)	205	LF	\$15.00	\$3,075.00
3	End Flushing Connection	1	EA	\$2,400.00	\$2,400.00
4	Junction Cleanout/Flushing Connection	1	EA	\$2,600.00	\$2,600.00
5	Tie-in to Existing LPS	1	EA	\$2,500.00	\$2,500.00
6	Valves	1	LS	\$1,500.00	\$1,500.00
				<b>Construction Total</b>	<b>\$21,645.00</b>
				<b>Contingency</b>	<b>15%</b>
					<b>\$ 3,246.75</b>
				<b>Grand Total</b>	<b>\$24,891.75</b>

# LOWCOUNTRY ENGINEERING CONSULTANTS, LLC

BEAUFORT, SOUTH CAROLINA

**PRELIMINARY CONSTRUCTION COST ESTIMATE**  
**HILTON HEAD PUBLIC SERVICE DISTRICT**  
**AREA 5 - CHAPLIN INITIATIVE AREA**  
**WILLIAM HILTON PARKWAY - LINEAR PARK LPS**  
 May 4, 2011

	Item Description	Quantity	Unit	Unit Cost	Extended Price
	<b>William Hilton Parkway LPS</b>				
1	2" HDPE FM East (Trenched)	725	LF	\$11.00	\$7,975.00
2	2" HDPE FM East (Bored)	75	LF	\$15.00	\$1,125.00
3	2" HDPE FM West (Trenched)	3260	LF	\$11.00	\$35,860.00
4	2" HDPE FM West (Bored)	620	LF	\$15.00	\$9,300.00
5	End Flushing Connection	2	EA	\$2,400.00	\$4,800.00
6	Junction Cleanout/Flushing Connection	3	EA	\$2,600.00	\$7,800.00
7	3" HDPE FM (trenched)	20	LF	\$21.00	\$420.00
8	3" HDPE FM (w/in casing)	100	LF	\$15.00	\$1,500.00
9	6" Casing Pipe for FM (Bored under WHP)	100	LF	\$285.00	\$28,500.00
10	Tie-in to Existing Chaplin SS	1	EA	\$2,500.00	\$2,500.00
11	Valves	1	LS	\$1,500.00	\$1,500.00
				<b>Construction Total</b>	<b>\$101,280.00</b>
				<b>Contingency</b>	<b>15%</b>
					<b>\$ 15,192.00</b>
				<b>Grand Total</b>	<b>\$116,472.00</b>