The Town of Hilton Head Island
Regular Town Council Meeting
May 5, 2015
4:00 P.M.
BENJAMIN M. RACUSIN COUNCIL CHAMBERS
AGENDA

As a Courtesy to Others Please Turn Off/Silence All Mobile Devices During the Town Council Meeting

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. Building Safety Month Proclamation

b. Bike Month Proclamation

c. Public Service Recognition Week Proclamation

d. Mayor's Honored Islander Awards

- Dorothy Law
- Everett Miles
- Paul Lang

6) Approval of Minutes

a. Town Council Meeting, April 21, 2015

7) Report of the Town Manager

a. Hazard Mitigation Plan Annual Progress Report

b. Town Manager's Items of Interest

(1) Town News

(2) Noteworthy Events

8) Reports from Members of Council

a. General Reports from Council

b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman

c. Report of the Community Services Committee – Kim Likins, Chairman

d. Report of the Public Planning Committee – Tom Lennox, Chairman

e. Report of the Public Facilities Committee - Lee Edwards, Chairman

f. Report of the Public Safety Committee - Marc Grant, Chairman

g. Report of the Finance and Administrative Committee - John McCann, Chairman

h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison

9) Appearance by Citizens

10) Unfinished Business

a. Second Reading of Proposed Ordinance 2015-06

Second Reading of Proposed Ordinance 2015-06 to amend Title 2 (General Government and Administration) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Section 2-11-50 updating the Enabling Ordinance for Fire Rescue.

b. Second Reading of Proposed Ordinance 2015-10

Second Reading of Proposed Ordinance 2015-10 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2015; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and an effective date.

c. Second Reading of Proposed Ordinance 2015-11

Second Reading of Proposed Ordinance 2015-11 of the Town of Hilton Head Island, South Carolina, authorizing the granting of an easement encumbering real property owned by the Town of Hilton Head Island, South Carolina, along Gumtree Road, pursuant to the authority of S. C. Code Ann. § 5-7-40 (Supp. 2010), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina,* (1983, As Amended); and providing for severability and an effective date.

d. Second Reading of Proposed Ordinance 2015-12

Second Reading of Proposed Ordinance 2015-12 of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the Town Manager of the Town of Hilton Head Island to negotiate and execute, on behalf of the Town, lease modifications and/or lease extensions with existing tenants in property located at 21 Office Park Road, Hilton Head Island, South Carolina, more specifically known as the Kiawah, Carolina and Sapelo Buildings, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina,* (1983); and providing for severability and an effective date.

e. Consideration of a Resolution – ATAX Grant Process

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, to adopt process improvements for Accommodations Tax Grants, and Town Council participation in the request for qualification and proposal process.

f. Second Reading of Proposed Ordinance 2015-08

Second Reading of Proposed Ordinance 2015-08 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Port Royal Plantation and Surrounds Master Plan with respect to a portion of the certain parcel identified as Parcel 277 on Beaufort County Tax District R510 Map 9, within the Port Royal Plantation and Surrounds Master Plan under the PD-1 Zoning District, by changing the allowed use from golf course to golf course, golf clubhouse, golf pro shop, tennis courts, tennis pro shop, fitness and wellness center, locker rooms, and administrative offices, and by increasing the allowed density on the parcel from no density to 12,500 square feet of administrative office use, and providing for severability and an effective date.

g. Second Reading of Proposed Ordinance 2015-09

Second Reading of Proposed Ordinance 2015-09 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Port Royal Plantation and Surrounds Master Plan with respect to a portion of the certain parcel identified as Parcel 277 on Beaufort County Tax District R510 Map 9, within the Port Royal Plantation and Surrounds Master Plan under the PD-1 Zoning District, by changing the base zoning district from PD-1, Planned Development Mixed-Use, to RD, Resort Development, and providing for severability and an effective date.

11) New Business

a. Consideration of a Resolution – Financial Agreement for Gumtree Sewer Project

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution and delivery of an agreement by and between the Town of Hilton Head Island, South Carolina, and the Hilton Head Public Service District relating to the Gumtree Sewer Project.

b. Consideration of a Recommendation – Agreement with Hilton Head Island Crew

Consideration of a Recommendation Town Council authorize the Town Manager to execute an agreement with Hilton Head Island Crew for the construction and operation of a boat storage shed located within the fenced storage yard at the Rowing and Sailing Center at Squire Pope Community Park.

c. First Reading of Proposed Ordinance 2015-13

First Reading of Proposed Ordinance 2015-13 to raise revenue and adopt a budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2016; to establish a property tax levy; to establish funds; to establish a policy for acquisition of rights of way and easements; and providing for severability and an effective date.

d. Appointments to Board and Commissions

12) Executive Session

a. Consideration of Appointments to Town Boards and Commissions

b. Land Acquisition

13) Adjournment

Proclamation

By
The Town of Hilton Head Island

WHEREAS, *our Town's continuing efforts to address the critical issues of safety, energy efficiency and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

WHEREAS*, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

WHEREAS*, the dedicated members of the International Code Council create and implement the highest quality codes to protect Americans in the buildings where we live, learn, work, worship, and play, including safeguards to protect the public from natural disasters, and;*

WHEREAS*, "Resilient Communities Start with Building Codes" is the 2015 theme for Building Safety Month to encourage all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation; water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2015, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

WHEREAS*, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided by local and state building departments and federal agencies in protecting lives and property.*

NOW, THEREFORE, I, David Bennett, Mayor *of the* ***Town of Hilton Head Island,*** *do hereby proclaim the month of May 2015 as*

BUILDING SAFETY MONTH

And I encourage our citizens to join with their communities in participation in Building Safety Month activities.

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

David Bennett, Mayor
Attest:

Victoria L. Pfannenschmidt, Town Clerk

Proclamation

BY

THE TOWN OF HILTON HEAD ISLAND

WHEREAS, *for more than a century, the bicycle has been an important part of the lives of most Americans; and*

WHEREAS, *today millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness, and provides quality family recreation; and*

WHEREAS, *the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure safety and comfort of all users; and*

WHEREAS, *the League of American Cyclists, the Palmetto Cycling Coalition, cycling advocates, and riders throughout our area are promoting greater public awareness of bicycle operation and safety; and*

WHEREAS, *May 3-9, 2015 is Hilton Head Island Bike and Dine Week, and May 7, 2015 is Hilton Head Island Bike to Work Day, and May 11-15, 2015 is National Bike to Work Week:*

NOW, THEREFORE, *I, David Bennett, Mayor of the Town of Hilton Head Island, hereby proclaim May, 2015 as*

BIKE MONTH

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this* ***Fifth*** *day of* ***May,*** *in the year of our Lord,* ***Two Thousand*** *and* ***Fifteen****.*

David Bennett, Mayor

Attest:

Victoria L. Pfannenschmidt, Town Clerk

Proclamation

BY
THE TOWN OF HILTON HEAD ISLAND

WHEREAS, *the dedicated employees of the Town of Hilton Head Island are an integral part of improving the quality of life in our community by being responsive to the needs of citizens and supporting Town initiatives, thus making Hilton Head Island a highly-valued community; and*

WHEREAS, *the effectiveness and efficiency of government depend in large measure on its employees, whose task is to provide service of the quality and quantity required and expected by the public on a daily basis; and*

WHEREAS, *the Hilton Head Island Town Council recognizes the dedication and talents of its employees, as well as the importance of the services they render at all levels of government; and*

WHEREAS, *the President and Congress have designated the first week in May as Public Service Recognition Week.*

NOW, THEREFORE, I, David Bennett, Mayor *of the* ***Town of Hilton Head Island,*** *hereby proclaim that the week of* ***May 3 through May 9, 2015*** *shall be known as*

PUBLIC SERVICE RECOGNITION WEEK

on Hilton Head Island, and encourage all citizens to participate in an appropriate manner to recognize and express their appreciation for the vital contributions made daily by employees of The Town of Hilton Head Island.

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

David Bennett, Mayor

Attest:

Victoria L. Pfannenschmidt, Town Clerk

Honored Islander Award

presented to

Dorothy Law

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 5th day of May, 2015

Mayor David Bennett

Honored Islander Award

presented to

Everett Miles

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 5th day of May, 2015

Mayor David Bennett

Honored Islander Award

presented to

Paul Lang

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 5th day of May, 2015

Mayor David Bennett

THE TOWN OF HILTON HEAD ISLAND

REGULAR TOWN COUNCIL MEETING

Date: Tuesday, April 21, 2015 **Time:** 4:00 P.M.

Present from Town Council: David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Lee Edwards, Marc Grant, Tom Lennox, Kim Likins, John McCann, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Brad Tadlock, *Fire Chief*; Nancy Gasen, *Director of Human Resources*; Susan Simmons, *Director of Finance*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Brian Hulbert, *Staff Attorney*; Jill Foster, *Deputy Director of Community Development*; Bob Klein, *Building Official*; Jeff Buckalew, *Town Engineer*; Darrin Shoemaker, *Traffic & Transportation Engineer*; *Shea Farrar, Senior Planner*; Marcy Benson, *Senior Grants Administrator*; Rene Phillips, *Website Coordinator*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

Present from Media: Zach Murdock, Island Packet

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1) CALL TO ORDER

Mayor Bennett 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

a. Week of the Young Child Proclamation

Cecile Bibaud was present to accept the proclamation.

b. Millie Timmerman – Resolution of Commendation and Appreciation

Millie Timmerman was present to accept the resolution.

c. Mayor's Honored Islander Awards

- Kaye Black
- Emily Starry
- David Erdman

All recipients were present to accept their awards.

6) Approval of Minutes

a. Town Council Meeting, April 7, 2015

Mr. Harkins moved to approve. Mr. McCann seconded. The minutes of the April 7, 2015 regular Town Council meeting were approved by a vote of 7-0.

DRAFT

b. Town Council Budget Workshop, April 13, 2015

Mr. Harkins moved to approve. Mr. McCann seconded. The minutes of the April 13, 2015 Town Council Budget Workshop were approved by a vote of 7-0.

7) Report of the Town Manager

a. Town Manager's Items of Interest

Mr. Riley reported on items of interest listed below.

(1) Town News

(2) Noteworthy Events

8) Reports from Members of Council

a. General Reports from Council

Mr. Grant reported he met with representatives of the Hilton Head Island - Bluffton Chamber of Commerce and had the opportunity to review their financials and was comfortable with the record keeping and documentation. He encouraged all members of Council to do the same.

Mr. Grant stated there would be a Ward 1 meeting on Saturday, April 25, 2015 at 9:30 a.m. at the Palmetto Electric meeting room on Mathews Drive. He encouraged all to attend.

Mr. McCann encouraged Council to be prepared to give staff direction on the roads and sewer issues concerning the upcoming budget.

b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman

Mr. Harkins reported the Committee met on April 20 and Senator Davis presented an update on items of interest.

c. Report of the Community Services Committee – Kim Likins, Chairman

Mrs. Likins reported the Committee has been meeting twice a month and the resolutions on the agenda concerning Arts and Culture are a result of the meetings. She added they are also conducting interviews for Boards and Commissions.

d. Report of the Public Planning Committee – Tom Lennox, Chairman

No report. Mr. Lennox added the next Committee meeting would be held on May 7at 3:00 p.m.

e. Report of the Public Facilities Committee - Lee Edwards, Chairman

No report.

f. Report of the Public Safety Committee - Marc Grant, Chairman

No report.

DRAFT

g. Report of the Finance and Administrative Committee - John McCann, Chairman

a. Consideration of Recommendations - State ATAX Grant Processes

Mr. McCann reviewed the Committee recommendations. Mr. Harkins moved to approve. Mrs. Likins seconded. After discussion, it was the consensus of Council to table the motion and revisit the recommendations at the May 5 Town Council meeting.

h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison

Mr. Lennox reported the Committee met on April 15 to discuss and structure a Public Communications Plan. He said the highlights of the plan would be a short summary to be posted on the Town webpage, a public notice and communications plan to include posting of meeting dates for the website, an email blast to citizens who frequently visit the website inquiring about issues and press releases. He stated they have tentatively scheduled five meetings to include at St. Luke's Church on May 12, and Town Hall Council Chambers, May 13; at the CSA Community Room on May 19 and Palmetto Electric Community Room, May 21; and Hilton Head Plantation on May 26 at the Plantation House. Times are to be determined. He added they are working on scheduling additional meetings and working with POA's on getting information to citizens.

He added that the meetings are public and participation and comment are welcomed by the Chairman. He said speaking as an individual, some of the comment has been negative, critical, and in a very few cases, insulting. He encouraged all that participate to do so in a positive manner. Mayor Bennett echoed Mr. Lennox's statements and thanked all Committee members for their efforts.

9) Appearance by Citizens

Mr. Steve Marbut of the Hilton Head Baseball Association addressed Town Council regarding the conditions of the fields at Crossings Park.

Bondie Brown of the 12 Jewels of Life addressed Town Council regarding the non-profit organization and the usage of the Old School Park.

Michael J. Stefonick, Kate Keep and Mary Barrett addressed Town Council regarding opposition to the USCB Campus.

Mr. Jim Collett addressed Town Council informing them the cell phone tower in Hilton Head Plantation is now operational.

10) Unfinished Business

Mrs. Likins informed the Mayor she was going to recuse herself before Item 10.a. was addressed and she left the dais. The required Potential Conflict of Interest form will be attached to the approved, signed minutes.

a. Consideration of a Request– First Tee

Capital Campaign and Master Plan Update/ Request by The First Tee of the Lowcountry for $150,000 and commitment to enter into a lease in the near future.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 6-0. (Mrs. Likins was not at the dais and did not participate in the vote due to her recusal as noted above.)

DRAFT

Mrs. Likins returned to the dais at this time.

11) New Business

a. First Reading of Proposed Ordinance 2015-06

First Reading of Proposed Ordinance 2015-06 to amend Title 2 (General Government and Administration) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Section 2-11-50 updating the Enabling Ordinance for Fire Rescue.

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

b. First Reading of Proposed Ordinance 2015-10

First Reading of Proposed Ordinance 2015-10 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2015; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and an effective date.

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

c. First Reading of Proposed Ordinance 2015-11

First Reading of Proposed Ordinance 2015-11 of the Town of Hilton Head Island, South Carolina, authorizing the granting of an easement encumbering real property owned by the Town of Hilton Head Island, South Carolina, along Gumtree road, pursuant to the authority of S. C. Code Ann. § 5-7-40 (Supp. 2010), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983, As Amended); and providing for severability and an effective date.

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

d. First Reading of Proposed Ordinance 2015-12

First Reading of Proposed Ordinance 2015-12 of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the Town Manager of the Town of Hilton Head Island to negotiate and execute, on behalf of the Town, lease modifications and/or lease extensions with existing tenants in property located at 21 Office Park Road, Hilton Head Island, South Carolina, more specifically known as the Kiawah, Carolina and Sapelo Buildings, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

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

e. Consideration of a Resolution – Fair Housing Month

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to proclaim April 2015 as Fair Housing Month.

Mrs. Likins moved to approve. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

DRAFT

f. Consideration of a Resolution – Hilton Head Island Green Blueprint

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Town of Hilton Head Island Green Blueprint.

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

g. Consideration of a Resolution – Community Development Block Grant (CDBG)

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

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

h. Consideration of a Resolution – Arts & Culture Mission Statement, Goals and Objectives

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, to adopt a Mission Statement, Goal, and Specific Objectives on the Arts and Culture of the Island.

Mrs. Likins suggested that in the fifth Whereas after the word role the words *if any* be inserted. All members of Council were in agreement. Mrs. Likins moved to approve the amended resolution. Mr. Edwards seconded. The motion was unanimously approved by a vote of 7-0.

i. Consideration of a Resolution - Arts & Culture Strategic Planning Committee

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Arts and Culture Strategic Planning Committee as a sub-committee of the Community Services Committee; and providing a goal and objectives for the committee.

Mrs. Likins pointed out two changes she would like in the resolution. She asked that the name of the committee be changed to *Arts and Cultural Strategic Planning Committee* and in the sixth Whereas, after the word role the words *if any* be inserted. Mrs. Likins moved to approve the amended resolution. Mr. Edwards seconded. The motion was unanimously approved by a vote of 7-0.

j. Consideration of a Resolution – Hargray

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, announcing the public endorsement and commitment to cooperate with Hargray Communications to bring the Lowcountry Broadband Plan Powered by Hargray to the Town of Hilton Head Island.

Mr. Riley distributed a revised resolution noting the change of the word endorsement to support in the preamble and the fifth Whereas. Mr. Chris McCorkendale, Vice President of Operations and Strategic Sales for Hargray Communications conducted a presentation reviewing the Plan. After discussion, Mr. Harkins moved to approve the amended resolution. Mr. McCann seconded. The motion was unanimously approved by a vote of 7-0.

DRAFT

13) Adjournment

Mayor Bennett adjourned the meeting at 5:50 p.m.

_____

Vicki L. Pfannenschmidt,
Executive Assistant/Town Clerk

Approved:

_____

David Bennett, Mayor

DRAFT

Disclosure of Potential Conflict of Interest

To: Chairman, Members of the Committee, and Committee Clerk

From: **Kimberly Likins**

Date: **April 21, 2015**

Committee: Town Council

Subject Matter of Potential Conflict of Interest:

a. **Consideration of a Request– First Tee**

Capital Campaign and Master Plan Update/ Request by The First Tee of the Lowcountry for $150,000 and commitment to enter into a lease in the near future.

Description of Potential Conflict of Interest:

I am Executive Director of Boys and Girls Club of Hilton Hilton Head Island and we work in partnership with the First Tee of the Lowcountry.

Kimberly W Likins

Signature

Note: A Town of Hilton Head Island Resolution, dated July 1991, requires that persons claiming a potential conflict of interest must "absent themselves from the regulatory body," in other words, temporarily leave the dais.

ITEMS OF INTEREST
MAY 5, 2015

Town News

The South Carolina Department of Transportation (SCDOT) has recently awarded contracts for the resurfacing of Wild Horse and Old Wild Horse Roads and safety enhancements along US 278 at Windmill Harbour. The contractor for both, Preferred Materials, expects to begin the US 278-Windmill Harbour work in mid-May and be finished by mid-July. The US 278 work will be performed at night (9:00 PM – 7:00 AM). The project entails an eastbound (on-island) acceleration lane from Windmill Harbour and the re-alignment or skewing of the westbound left turn lane from US 278 into Windmill Harbour. The Wild Horse and Old Wild Horse Roads resurfacing work is grouped with other roads in the county and is to begin in June or July and be completed by the end of September. This work will be performed during the day time (7:00 AM – 7:00 PM). The Town is contributing no funds towards construction on either of these projects; however we have been a proponent of both and appreciate the efforts of the state in this regard.

(Contact: Darrin Shoemaker, Town Traffic and Transportation Engineer, 341-4774)

Noteworthy Events

Some of the upcoming meetings at Town Hall:

- Circle to Circle Committee – May 6, 2015, 8:30 a.m.
- Public Planning Committee – May 7, 2015, 3:00 p.m.
- Community Services Committee – May 11, 2015, 9:00 a.m.
- Design Review Board – May 12, 2015, 1:15 p.m.
- Circle to Circle Committee – May 13, 2015, 8:30 a.m.
- Intergovernmental Relations Committee – May 18, 2015, 10:00 a.m.
- Finance and Administrative Committee – May 19, 2015, 2:00 p.m.
- Town Council Budget Workshop – May 12, 2015, 4:00 p.m.
- Town Council – May 19, 2015, 4:00 p.m.

(Additional meetings may be scheduled and all meetings are subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at www.hiltonheadislandsc.gov for Committee meeting dates and agendas.

2015 Hilton Head Island Events

May 9, 2015 8:00 a.m.-1:00 p.m.	3rd Annual Community Beach Bike Ride	Coligny Beach

Memorandum

TO: Town Council

FROM: Brad Tadlock, Fire Chief

VIA: Brian E. Hulbert, Staff Attorney
Gregory D. DeLoach, Esquire, Assistant Town Manager
Stephen G. Riley, ICMA-CM, Town Manager

DATE: April 23, 2015

RE: **Second Reading of Proposed Ordinance No. 2015-06**

Town Council made no changes to proposed Ordinance No. 2015-06, as a result of the first reading on April 21, 2015.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. _____ PROPOSED ORDINANCE NO. 2015 - 06

AN ORDINANCE TO AMEND TITLE 2 (GENERAL GOVERNMENT AND ADMINISTRATION) OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING SECTION 2-11-50.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 92-16, Chapter 11 of Title 2 Section 2-11-50 (hereinafter "ordinance") entitled "Establishment" on May 18, 1992; and

WHEREAS, the mission and assigned responsibilities of the Town's fire and emergency service has evolved beyond those which existed at the time the ordinance was adopted; and

WHEREAS, the current ordinance does not accurately reflect the organizational structure of the Town's fire and emergency service, the current personnel, or the assigned functions; and

WHEREAS, the Commission on Fire Accreditation International has requested the clarification of the Town's fire service enabling ordinance; and

WHEREAS, the Town Council now desires to amend Chapter 11 of Title 2 for the purpose of updating and clarifying the name and responsibilities for the Town's fire service.

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

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

Section 1. **Amendment.** That Chapter 11 of Title 2 (General Government and Administration) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as follows:

Chapter 11 OFFICES AND DEPARTMENTS

Sec. 2-11-50**.** Establishment **Fire and Emergency Services**

There is hereby established a **department known as Hilton Head Island Fire Rescue.** ~~division to be known as the public safety division of the town.~~ **Hilton Head Island Fire Rescue shall be responsible for Fire and Emergency Services**. ~~Such division shall be divided into four (4) departments, namely: police department and Fire department. emergency medical services department, and dispatch center department.~~ **It shall be the responsibility of the Town Manager to designate the name, mission, and functions of**

Hilton Head Island Fire Rescue and to update the name, mission, and functions when appropriate.

~~A. Although the framework for the police department services is hereby established, the town does not intend to staff and operate it at this time, but reserves the right to activate its services at a future date after appropriate study and a public hearing.~~

Section 2. **Severability.** If any section, phrase, sentence or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. **Effective Date.** This Ordinance shall become effective on _____.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS _____ DAY OF _____, 2015.

_____
David Bennett, Mayor

ATTEST:

By:_____
Victoria L. Pfannenschmidt, Town Clerk

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____

MEMORANDUM

TO: Town Council

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

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

DATE: April 23, 2015

RE: **Second Reading of Proposed Ordinance No. 2015-10**

Town Council made no changes to Proposed Ordinance No. 2015-10 as a result of the first reading of the ordinance on April 21, 2015.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. **PROPOSED ORDINANCE NO. 2015-10**

AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2015; TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS; TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, the Town Council did adopt the budget on June 17, 2014, and

WHEREAS, pursuant to the budget amendment policy as stated in the Town's annual budget document, the Town Council is desirous of amending the budget so as to provide for the expenditures and certain other commitments from the Fund Balance and other revenue sources, as well as to correct budget appropriations for certain projects in the Capital Projects Fund.

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

Section 1 Amendment. The adopted 2015 fiscal year budget is amended to make the following changes as increases and decreases to the funds from prior years and to the projected revenue and expenditure accounts as follows:

Capital Projects Fund

Account Description	**Source of Funds**	**Amount**
Revenues:		
2014A GO Bond		$ 504,511
Hospitality Bond		(316,690)
Hospitality Taxes		(764,744)
Lease		20,000
Other Revenue		200,000
Property Taxes		30,000
TIF Bond 2015		(3,075,000)
TIF Property Taxes		(4,594,527)
Traffic Impact Fees		(140,445)
Total Revenues		**$ (8,136,895)**

Expenditures:

Existing Facilities/Infrastructure		
Fire Station 6 Replacement	Hospitality Bond	$ (8,531)
Coligny Parking Lot Enhancement	TIF Property Taxes	150,000
		141,469
Park Development		
Chaplin Linear Park	TIF Property Taxes	(2,500,460)
Recreation Center Expansion	Hospitality Taxes	(765,877)
"	2014A GO Bond	504,511
Shelter Cove Parking Lot	Other Revenue	200,000
		(2,561,826)
New Facilities/Infrastructure		
BCSO-58 Shelter Cove Ln	Hospitality Bond	(20,000)
"	Lease	20,000
Office Park / USCB	TIF Bond 2015	(2,600,000)
NW Quadrant-Coligny	TIF Property Taxes	250,000
		(2,350,000)
Pathways		
US 278 (Fresh Market Shoppes to Shelter Cove)	Hospitality Bond	(281,353)
"	Traffic Impact Fees	(58,322)
Mathews Dr/Marshland South	TIF Property Taxes	60,000
Pope Ave (Off Road)	TIF Property Taxes	100,000
		(179,675)
Road Improvements		
Marshland Rd Roundabout	TIF Property Taxes	(156,834)
Leamington/Fresh Market/278	Hospitality Taxes	1,133
Traffic Signal Pre-emption	Hospitality Bond	(6,806)
Lemoyne Ave Reconstruction/Extension	Traffic Impact Fees	(82,123)
Heritage Plaza Road Extension	TIF Property Taxes	(2,497,233)
"	TIF Bond 2015	(350,000)
Private (Dirt) Road Acquisition	Property Taxes	30,000
		(3,061,863)
Other Financing Sources (Uses)		
Cost of Issuance	TIF Bond 2015	(125,000)
		(125,000)
Total Expenditures		**$ (8,136,895)**

The effect of this amendment will be to decrease the Capital Projects Fund to $16,826,766.

Section 2 Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island on this _____ day of _____, 2015.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____DAY OF_____, 2015.

_____
David Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt
Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO:	Town Council
VIA:	Steve Riley, *ICMA-CM, Town Manager*
VIA:	Charles Cousins, *Community Development Director*
FROM:	Shea Farrar, *Senior Planner*
DATE	April 23, 2015
SUBJECT:	Second Reading of Gumtree Sewer Easement Request

No changes were made to Proposed Ordinance No. 2015-11 as a result of First Reading on April 21, 2015.

PROPOSED ORDINANCE: 2015-11 **ORDINANCE: 2015-___**

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE GRANTING OF AN EASEMENT ENCUMBERING REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ALONG GUMTREE ROAD, PURSUANT TO THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2010), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983, As Amended); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, The Town of Hilton Head Island, South Carolina owns real property along Gumtree Road located on Hilton Head Island, South Carolina, which is more particularly known and described as Beaufort County TMS# R510-003-000-016A-0000 and R510-007-000-150A-0000; and

WHEREAS, the Hilton Head #1 Public Service District has requested certain easements over, across and through portions of the above described Town-owned property to construct and maintain sewer systems and/or sewer infrastructure, along with the access to and from such property, in accordance with the Utility Easement Agreement attached hereto as Exhibit "A"; and,

WHEREAS, The Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to authorize the execution and delivery of the requested easement(s); and,

WHEREAS, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2012), and § 2-7-20, *Code of the Town of Hilton Head Island , South Carolina*, (1983, As Amended), the granting of an interest in real property owned by the Town of Hilton Head Island,

South Carolina, must be authorized by the adoption of an ordinance by the Town Council for the Town of Hilton Head Island, South Carolina.

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

Section 1. Execution, Delivery and Performance of an Easement encumbering Town Owned Property:

(a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Utility Easement Agreement in a form substantially similar to that which is attached hereto as Exhibit "A"; and,

(b) The Mayor and/or Town Manager is hereby authorized to take all other and further actions as may be necessary to complete the Town's obligations under the Utility Easement Agreement.

Section 2. Severability:

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

Section 3. Effective Date:

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

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ___ DAY OF _____, 2015.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By:_____
David Bennett, Mayor

ATTEST:_____
Victoria L. Pfannenschmidt, Town Clerk

First Reading:_____

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, ICMA – CM, Town Manager

FROM: Charles F. Cousins, AICP, Community Development Director

DATE: April 23, 2015

SUBJECT: Lease within Carolina Office Park Property

Town Council made no changes to Proposed Ordinance No. 2015-12 as a result of the first reading of the ordinance on April 21, 2015.

PROPOSED ORDINANCE NUMBER 2015-12 ORDINANCE NUMBER 2015-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER OF THE TOWN OF HILTON HEAD ISLAND TO NEGOTIATE AND EXECUTE, ON BEHALF OF THE TOWN, LEASE MODIFICATIONS AND/OR LEASE EXTENSIONS WITH EXISTING TENANTS IN PROPERTY LOCATED AT 21 OFFICE PARK ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA, MORE SPECIFICALLY KNOWN AS THE KIAWAH, CAROLINA AND SAPELO BUILDINGS, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, on July 3, 2014, the Town of Hilton Head Island, South Carolina (the "Town") became owner of certain real property generally known as the Kiawah Building, located on Hilton Head Island, South Carolina and consisting of Beaufort County Tax Map # R552-015-000-0406-0001; and

WHEREAS, on October 27, 2014, the Town became owner of certain real property generally known as the Carolina Building and Sapelo Building, located on Hilton Head Island, South Carolina and located within/upon property known as Beaufort County Tax Map # R552-015-000-0154-0000; and

WHEREAS, the Kiawah Building, Carolina Building, and Sapelo Building are hereinafter collectively referred to as the "Property"; and

WHEREAS, several tenants remain within the Property by virtue of leases which were entered into both before and after the Town's acquisition of the Property, and many of these tenants have requested modifications or extensions to their leases; and

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island , South Carolina*, (1983), the conveyance or granting

of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance; and

WHEREAS, the Town Council desires to authorize the Town Manager of the Town to negotiate and execute, on behalf of the Town, lease modifications and/or lease extensions with existing tenants in the Property, so long as any lease modifications or lease extensions contain language (1) limiting the Town's financial obligations (i.e. "capping" the Town's financial obligations) for maintenance and repair of the leased premises as defined in the lease, (2) setting an expiration date of the lease no later than September 30, 2015, and (3) providing for liquidated damages in the event of any tenant holding over beyond the expiration date as defined in the lease; and

WHEREAS, the Town Council for the Town has determined that the authorization as detailed hereinabove is in the best interests of the Town.

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

Section 1. Authority Granted to Town Manager**.**

(a) The Town Manager is hereby authorized to negotiate and execute, on behalf of the Town, lease modifications and/or lease extensions with existing tenants in the Property, so long as any lease modifications or lease extensions contain language (1) limiting the Town's financial obligations (i.e. "capping" the Town's financial obligations) for maintenance and repair of the leased premises, (2) setting an expiration date of the lease no later than September 30, 2015, and (3) providing for

liquidated damages in the event of any tenant holding over beyond the expiration date as defined in the lease; and

(b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated and as authorized hereby.

Section 2. Severability.

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

Section 3. Effective Date.

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

(SIGNATURE PAGE FOLLOWS)

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ___ DAY OF _____, 2015.

_____
David Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt, Town Clerk

First Reading: _____

Second Reading:_____

Approved as to form: _____
Gregory M. Alford, Town Attorney

Introduced by Council Member:_____

MEMORANDUM

TO: Town Council

FROM: Finance & Administrative Committee

VIA: Susan M. Simmons, CPA, Director of Finance
Stephen G. Riley, ICMA-CM, Town Manager

DATE: April 23, 2015

RE: **Resolution to Adopt Process Improvements for State ATAX Grants**

Recommendation:
The Finance and Administrative (F&A) Committee recommends Town Council adopt a resolution to improve the State Accommodations Tax (ATAX) grant processes.

Summary:
The first task undertaken by the new F&A Committee was to review the State ATAX grant processes and make recommendations for improvement. The Committee set and met its goal of completing this task by the end of March. It researched state and local laws and processes regarding ATAX to better understand what is allowable. The Committee engaged many community leaders, current and former members of the Town's Accommodations Tax Advisory Committee (ATAC), Town staff from the legal and financial perspectives, and grant recipients.

Background
The Mayor and Council requested the new Committee review the State ATAX grants to improve the communication and educational components of the grants to support tourism, arts and cultural organizations, and Town government. The expected outcomes were improved processes, fair and consistent methodologies to determine grant awards, and better communication between all impacted parties to ensure positive community support of the program and its processes.

The Committee originally considered seven items handling each one as a separate motion in Committee; six items were approved. **Update: Subsequently, an eighth item was unanimously approved to establish an emergent reserve of $50,000, to allow Council to supplement the reserve with any grant funds deferred to address Council's annual goals, and to direct the ATAC to establish streamlined processes regarding reviews and recommendations to Council for midyear grants from the reserve fund.** Attached is the detail for each consideration.

The Committee submits the unanimously approved requests to Council in this resolution.

Finance & Administrative Committee

Consideration of State ATAX Grant Processes

The Finance and Administrative (F&A) Committee selected as its first task to review the State Accommodations Tax (ATAX) Grant process and recommend improvements. The Committee held several meetings on this topic and had several presentations from knowledgeable community leaders. (As a separate topic in the coming months, the F&A Committee will address the State ATAX 30% DMO fund which the Chamber/VCB receives.)

The F&A Committee considered the items below and unanimously makes the following recommendations to Town Council to improve the State ATAX Grant processes.

1. **Consideration:** Whether the Town should use forward funding or advances in awarding or disbursing ATAX grants.

   Background: Forward funding was the process used by the Town and stopped a few years ago wherein Council awarded certain grantees funds for the succeeding year at the same time it awarded other grantees for the upcoming year. In doing so, Council awarded grants to some grantees prior to knowing the total amount of grant funds that would be available.

   Advances were provided to a few grantees in a process wherein a grantee received funds prior to submitting the final invoices and other documentation to support its allowable expenditures. Unlike forward funding, this process continues to the current time. The advances have always been approved by Town leadership but not always with the knowledge of the full Council. There were control procedures in place and the Town received full documentation to support all advances.

   The F&A Committee believes that the use of forward funding or advances does not ensure that all grantees receive equal treatment.

   Recommendation: The F&A Committee recommends that the Town not permit the use of forward funding or advances in awarding or disbursing ATAX grants.

2. **Consideration:** Whether the Town should require that the Accommodations Tax Grant Application be available in both the Spanish and English language, online and hard copy.

   Background The F&A Committee desires to ensure that the State ATAX Grant process is available to all organizations that meet the application requirements. They were concerned that applicants whose primary language is Spanish or those who may not be proficient in computer technology would be at a disadvantage.

   Town staff explained that the online application process also serves as the Town's repository for records management and that all applications must be stored online. Staff further explained the burdensome impact of having the application available in Spanish but requiring that it be submitted in or translated to English for review by staff, ATAX Advisory Committee (ATAC) and Town Council. Staff further explained the Website Administrator provides online application assistance and that the ATAC Administrative Support provides online application assistance and is available for Spanish-English translation assistance.

   Based on these facts, the F&A committee agreed no changes are necessary in this part of the process.

   Recommendation: The F&A Committee recommends that the Accommodations Tax Grant Application remain in English only and be submitted online; the Committee further recommends that Town Staff continue to assist applicants as needed to meeting the filing requirements.

3. **Consideration:** Whether a Town Council liaison be provided to the ATAX committee and whether Town Council endeavor to provide better direction regarding its objectives in advance of the ATAX grant application meetings.

   Background: Some members of the Council, ATAC, applicants and public believe the process could be improved with better communications if Council has established annual goals or has a specific direction that could be addressed with State ATAX grant funds. While the Town is required to accept and consider all applications which are eligible, the process might be smoother, more efficient, and have greater public confidence if the Council's likely objectives are better understood.

   Recommendation: The F&A Committee recommends to Town Council that a Town Council liaison be provided to the ATAX committee and that Town Council endeavor to provide better direction regarding its objectives in advance of the ATAX grant application meetings. The liaison would not be a voting or ex-officio member of the ATAX Committee. The liaison should be a communications bridge between the Council and ATAC and should strive to provide direction on behalf of the full Council.

4. **Consideration:** Whether the Town Finance Department provide a statement detailing by grantee and grant the amounts requested, awarded, expended, lapsed, and balance still available to the grantee prior to each Annual ATAX meeting.

   Background: Lapsed grant funds occur when the grantee does not use its full award during its grant period. The lapsed grants in the Finance report should match the lapsed funds added to the funds available for the next round of grants. The F&A Committee requested a better understanding relating to lapsed grants and better communication regarding the timing of grant reimbursements. Staff explained that lapsed grants are added back to new year revenues to determine the amount available for award. Since grant periods are one year and the lapsed funds are awarded the following year, staff believes that the process meets the State's two year requirement for the expenditure of funds.

   Regarding the timing of reimbursements, staff explained that State ATAX checks are cut twice a month and each grantee determines the frequency in which it requests funds. The flow of funds also depends on whether the award is for operations occurring throughout the year (generally meaning more requests spread over the year) vs. for a specific event (for which the reimbursements generally are fewer and occur closer to the date of the event(s)).

   Recommendation: The F&A Committee recommends to Town Council that the Town Finance Department provide a statement detailing by grantee and grant the amounts requested, awarded, expended, lapsed, and any balance remaining prior to each Annual ATAX meeting.

5. **Consideration:** Whether ATAC should continue to measure the efficiency and effectiveness with which a recurring grantee has utilized its grant funds and whether the ATAX committee should give strong consideration to grant applicants and applications which provide a strong return on investment, cultivate and promote the arts and cultural community, and drive tourism or enhance the residents and visitors' experience.

   Background: The F&A Committee believes that the Town should award State ATAX grants to those organizations that provide the best return on investment, cultivate and promote the arts and cultural community, and drive tourism or enhance the residents and visitors' experience. To do so, the Committee believes that ATAC should require applicants to document the efficiency and effectiveness of its previous ATAX grants and or its operations.

   The Committee discussed a desire for better metrics and reducing the subjectivity of grant awards. It also discussed the difficulty in developing a "one size fits all" formula to determine the amount of awards. Therefore, the Committee decided that at the present time it could only acknowledge the past efforts of ATAC in these endeavors and encourage ATAC to continue those efforts.

Recommendation: The F&A Committee recommends to Town Council that ATAC should continue to measure the efficiency and effectiveness with which a recurring grantee has utilized its grant funds and should give strong consideration to grant applicants and applications which provide a strong return on investment, cultivate and promote the arts and cultural community, and drive tourism or enhance the residents and visitors' experience.

6. **Consideration:** Whether the ATAX applicants should be required to indicate whether they follow Town procurement guidelines or if they have their own procurement guidelines which they use and follow in the expenditure of ATAX grants.

   Background: The F&A Committee is studying the requirements and desires of the Town to require organizations which receive public funds to follow certain procurement guidelines. This applies not only to State ATAX grantees but also to other non-vendor relationships the Town has with affiliated organizations. This greater topic will be determined separately from the State ATAX Grant process improvements.

   To assist in its recommendations at a later date, the F&A Committee determined that as a first step that ATAC should query its applicants regarding the procurement guidelines they follow for their ATAX grant expenditures.

   Recommendation: The F&A Committee recommends to Town Council that ATAC require applicants to indicate whether they follow Town procurement guidelines or if they have their own procurement guidelines which they use and follow in the expenditure of ATAX grants.

7. **Consideration:** Whether an ATAX applicant should be permitted to seek an interim hearing with the F&A Committee prior to the Town Council award meeting.

   Background: The F&A Committee received comments from applicants, the public, and ATAC regarding improvements needed to ensure a better transition in the awards process between the ATAC hearings and the Council's awards meeting. Some respondents commented that Council did not have the benefit of all the information presented to ATAC, that ATAC and applicants did not fully understand the goals and desires of Council, and that the applicants either had to meet informally with certain Council members or try to present their case at an already lengthy awards meeting. Most expressed variations on having an interim hearing process with either the full Council or the newly formed F&A Committee.

   The purposes of this interim hearing process would be to improve the transparency of the entire process, improve the confidence of the applicants and public in the process, and to provide Town Council prior to making its awards with more information, time and understanding of the applications.

   Conclusion: The F&A Committee determined that at the present time it would not recommend an interim hearing process. It prefers to allow the liaison process (see #3 above) time to work prior to introducing another layer of review into the process. *(No motion or vote)*

8. **Consideration:** Whether a reserve fund should be established for the following uses:
   1. a recurring reserve in a small amount available for unanticipated and emergent items that arise during the year,
   2. if Council desires each year , the balance of grant funds not awarded would be deferred to award to eligible applications that specifically address the Council's Calendar Year goals. Awards could be made midyear or carried over to be expended in the second allowable year. Note: The grant applications are accepted in late summer and awarded in early December, while the Council's goals are determined in December and adopted early in the calendar year for which they are effective.

Background: Recent events such as the potential for an Ironman event and the awarding of the National Underground Railroad Conference to Hilton Head Island has brought to light the need for grant funds to be available during the year. In both cases, the applicant did not have confirmation of the event when the applications were due to the Town. The F&A Committee was informed by staff that some governments award their grants semi-annually or quarterly; however, the Committee felt that multiple grant application processes would be too timely. The Committee prefers a streamlined process for ATAC to receive, review and recommend to Council whether an application should be awarded funds from the emergent reserve. Finance staff advised that it will revolve the reserve to ensure that grant funds are expended within the two year window allowed by State law. Remaining funds will be included in the next year's available amounts and current year revenues will fund the new reserve.

If the Council chooses to defer awarding some funds until its annual goals are adopted, then the Town could accept midyear applications that both address specific Town Council goals and are eligible for ATAX funding.

The F&A Committee decided that ATAC should develop guidelines and timeframes to address a streamlined midyear award process for both emergent events and Council goals. For the latter amount, potential applicants should be informed that **only grant applications that address specific annual goals of Town Council** will receive serious consideration.

Conclusion: The F&A Committee recommends to Town Council the following items:

1. **a reserve fund of $50,000 be established from each year's available grant funds to address unknown and emergent events that arise during the year;**
2. **the reserve could be supplemented with available grant funds that Council may defer awarding until such time its annual goals are adopted; and**
3. **ATAC should be directed by Council develop a streamlined process to award funds from the reserve.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ADOPT PROCESS IMPROVEMENTS FOR ACCOMMODATIONS TAX GRANTS, AND TOWN COUNCIL PARTICIPATION IN THE REQUEST FOR QUALIFICATION AND PROPOSAL PROCESS.

WHEREAS, Town Council established the Finance & Administrative Committee with the mission, in part, to review and analyze State Accommodations Tax (ATAX) funds and its participation in developing Request for Qualifications and Request for Proposals; and

WHEREAS, the Finance & Administrative Committee researched state and local laws and processes regarding ATAX to better understand what is allowable; engaged many community leaders, current and former members of the Town's Accommodations Tax Advisory Committee (ATAC), Town staff from the legal and financial perspectives, and grant recipients; and

WHEREAS, Town Council desires to improve the communication with and education of the public and grant applicants regarding State ATAX grants which support tourism, the arts and cultural organizations, and Town government; and

WHEREAS, Town Council desires improved processes, fair and consistent methodologies to determine grant awards, and better communication between all impacted parties to ensure positive community support of the program and its processes; and

WHEREAS, the Finance & Administrative Committee unanimously approved State ATAX process improvement recommendations detailed below and urges the Town Council to adopt its recommendations.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT THE FOLLOWING PROCEDURES FOR STATE ACCOMMODATIONS TAX GRANTS BE ADOPTED:

1. The Town shall not permit the use of forward funding or advances in awarding or disbursing State Accommodations Tax (ATAX) grants.

2. The Accommodations Tax Grant Application shall remain in English only and be submitted online; Town Staff shall continue to assist applicants as needed to meeting the filing requirements.

3. Town Council shall appoint a Council liaison to ATAC and Council shall endeavor to provide better direction regarding its objectives in advance of the State ATAX grant application meetings. The liaison shall not be a voting or ex-officio member of the ATAC. The liaison should be a communications bridge between the Council and ATAC and should strive to provide direction on behalf of the full Council.

4. The Town Finance Department shall provide a statement detailing, by grantee and grant, the amounts requested, awarded, expended, lapsed, and any balance remaining prior to Council's annual ATAX awards meeting.

5. ATAC shall continue to measure the efficiency and effectiveness with which a recurring grantee has utilized its grant funds and should give strong consideration to grant applicants and applications which provide a strong return on investment, cultivate and promote the arts and cultural community, and drive tourism or enhance the residents and visitors' experience.

6. ATAC shall require applicants to indicate whether they follow Town procurement guidelines or if they have their own procurement guidelines which they use and follow in the expenditure of ATAX grants.

7. Town Council shall establish a reserve fund of $50,000 from each year's available grant funds to address unknown and emergent events that arise during the year; the reserve may be supplemented with available grant funds that Council may defer awarding until such time its annual goals are adopted; and ATAC is directed to develop and implement a streamlined process to award funds from the reserve.

8. Town Council will identify to the Town Manager, specific projects, studies, and adopted priorities it wishes to participate in for the development of Request for Qualifications or Request for Proposals that have a significant impact on the community.

MOVED, APPROVED, AND ADOPTED THIS _____ DAY OF MAY, 2015.

_____
David Bennett, Mayor

ATTEST:

By: _____
Victoria L. Pfannenschmidt, Town Clerk

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, ICMA~CM, *Town Manager*
VIA: Teri B. Lewis, AICP, *LMO Official*
FROM: Anne Cyran, AICP, *Senior Planner*
CC: Charles Cousins, AICP, *Community Development Director*
DATE: April 23, 2015
SUBJECT: Proposed Ordinance No. 2015-08
ZA-89-2015 – Port Royal Clubhouse

Town Council made no changes to Proposed Ordinance No. 2015-08 as a result of the first reading of the ordinance on April 7, 2015.

The application was remanded to the Planning Commission for review and recommendation of Town Council's proposed change to the Planning Commission's recommendation, as required by LMO Section 16-2-103.C.f.ii. The Planning Commission met on April 22nd to review Town Council's decision to approve the application without the Planning Commission's recommended conditions. The Planning Commission voted 5-0-0 to recommend to Town Council that the rezoning request be approved as submitted by the applicant.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2015- **PROPOSED ORDINANCE NO. 2015-08**

AN ORDINANCE TO AMEND TITLE 16, THE LAND MANAGEMENT ORDINANCE, OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE PORT ROYAL PLANTATION AND SURROUNDS MASTER PLAN WITH RESPECT TO A PORTION OF THE CERTAIN PARCEL IDENTIFIED AS PARCEL 277 ON BEAUFORT COUNTY TAX DISTRICT R510 MAP 9, WITHIN THE PORT ROYAL PLANTATION AND SURROUNDS MASTER PLAN UNDER THE PD-1 ZONING DISTRICT, BY CHANGING THE ALLOWED USE FROM GOLF COURSE TO GOLF COURSE, GOLF CLUBHOUSE, GOLF PRO SHOP, TENNIS COURTS, TENNIS PRO SHOP, FITNESS AND WELLNESS CENTER, LOCKER ROOMS, AND ADMINISTRATIVE OFFICES, AND BY INCREASING THE ALLOWED DENSITY ON THE PARCEL FROM NO DENSITY TO 12,500 SQUARE FEET OF ADMINISTRATIVE OFFICE USE, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a new Land Management Ordinance (the "LMO"); and

WHEREAS, the Town Council now finds that, upon further review of application ZA-89-2015, it is in the public interest that the subject 38.62 acre parcel be rezoned to change the allowed use from golf course to golf course, golf clubhouse, golf pro shop, tennis courts, tennis pro shop, fitness and wellness center, locker rooms, and administrative offices, and to increase the density on the parcel from no density to 12,500 square feet of administrative office use; and

WHEREAS, this zoning change is compatible with surrounding land uses and neighborhood character, is not detrimental to the public health, safety and welfare, and, further, is in conformance with the Comprehensive Plan; and

WHEREAS, the Planning Commission is authorized by the LMO to hold a public hearing on said zoning map amendment application, and the Planning Commission held a public hearing on February 18, 2015, 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 16-2-103.C of the LMO, voted 6-1 to recommend to Town Council that the rezoning request be approved with conditions, finding that the application is consistent with the Comprehensive Plan and serves to carry out the purposes of the Land Management Ordinance; and

WHEREAS, the Public Planning Committee is authorized by Town Council to hold a public meeting on said zoning map amendment application, and the Public Planning Committee held a public meeting on March 5, 2015, 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 Public Planning Committee, after consideration of the staff report, public comments, and the criteria set forth in Section 16-2-103.C of the LMO, voted 3-0 to recommend to Town Council that the rezoning request be approved as submitted, without conditions, finding that the application is consistent with the Comprehensive Plan and serves to carry out the purposes of the Land Management Ordinance; and

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

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referenced in Section 16-1-107 of the Land Management Ordinance, and the Port Royal Plantation and Surrounds Master Plan map and associated text, as referenced in Section 16-3-105.K of the Land Management Ordinance, be hereby amended to modify the 38.62 acres identified as a portion of parcel 277 on Beaufort County District R510 Tax Map 9 to change the allowed use from golf course to golf course, golf clubhouse, golf pro shop, tennis courts, tennis pro shop, fitness and wellness center, locker rooms, and administrative offices, and to increase the density on parcel from no density to 12,500 square feet of administrative office use. The specific area affected by the subject zoning map amendment is further shown on the attached excerpt from the map of the Port Royal Plantation and Surrounds Master Plan.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS __DAY OF _____ 2015.

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

_____
David G. Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt, Town Clerk

Public Hearing: February 18, 2015
First Reading:
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, ICMA~CM, *Town Manager*
VIA: Teri B. Lewis, AICP, *LMO Official*
FROM: Anne Cyran, AICP, *Senior Planner*
CC: Charles Cousins, AICP, *Community Development Director*
DATE: April 23, 2015
SUBJECT: Proposed Ordinance No. 2015-09
ZA-91-2015 – Port Royal Racquet Club

Town Council made no changes to Proposed Ordinance No. 2015-09 as a result of the first reading of the ordinance on April 7, 2015.

The application was remanded to the Planning Commission for review and recommendation of Town Council's departure from the Planning Commission's recommendation, as required by LMO Section 16-2-103.C.f.ii. The Planning Commission met on April 22nd to review Town Council's decision to approve the application. The Planning Commission voted 3-2-0 to recommend to Town Council that the application be approved.

Town staff has received 268 additional comments from the public since the application materials were sent to Town Council on March 25th. All but two of the comments were in opposition to the proposed rezoning.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2015- **PROPOSED ORDINANCE NO. 2015-09**

AN ORDINANCE TO AMEND TITLE 16, THE LAND MANAGEMENT ORDINANCE, OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE PORT ROYAL PLANTATION AND SURROUNDS MASTER PLAN WITH RESPECT TO A PORTION OF THE CERTAIN PARCEL IDENTIFIED AS PARCEL 277 ON BEAUFORT COUNTY TAX DISTRICT R510 MAP 9, WITHIN THE PORT ROYAL PLANTATION AND SURROUNDS MASTER PLAN UNDER THE PD-1 ZONING DISTRICT, BY CHANGING THE BASE ZONING DISTRICT FROM PD-1, PLANNED DEVELOPMENT MIXED-USE, TO RD, RESORT DEVELOPMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a new Land Management Ordinance (the "LMO"); and

WHEREAS, the Town Council now finds that, upon further review of application ZA-91-2015, it is in the public interest that the subject 8.4 acre property be rezoned to change the base zoning district from PD-1, Planned Development Mixed-Use, to RD, Resort Development; and

WHEREAS, this zoning change is compatible with surrounding land uses and neighborhood character, is not detrimental to the public health, safety and welfare, and, further, is in conformance with the Comprehensive Plan; and

WHEREAS, the Planning Commission is authorized by the LMO to hold a public hearing on said zoning map amendment application, and the Planning Commission held a public hearing on February 18, 2015, 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 16-2-103.C of the LMO, voted 5-2 to recommend to Town Council that the rezoning request be denied, finding that the application is not consistent with the Comprehensive Plan and does not serve to carry out the purposes of the Land Management Ordinance; and

WHEREAS, the Public Planning Committee is authorized by Town Council to hold a public meeting on said zoning map amendment application, and the Public Planning Committee held a public meeting on March 5, 2015, 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 Public Planning Committee, after consideration of the staff report, public comments, and the criteria set forth in Section 16-2-103.C of the LMO, voted 3-0 to recommend to Town Council that the rezoning request be approved, finding that the application is consistent with the Comprehensive Plan and serves to carry out the purposes of the Land Management Ordinance; and

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

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referenced in Section 16-1-107 of the Land Management Ordinance, and the Port Royal Plantation and Surrounds Master Plan map and associated text, as referenced in Section 16-3-105.K of the Land Management Ordinance, be hereby amended to change the base zoning district of the 8.4 acres identified as a portion of parcel 277 on Beaufort County District R510 Tax Map 9 from PD-1, Planned Development Mixed-Use, to RD, Resort Development. The specific area affected by the subject zoning map amendment is further shown on the attached excerpt from the map of the Port Royal Plantation and Surrounds Master Plan.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS __DAY OF _____ 2015.

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

_____
David Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt, Town Clerk

Public Hearing: February 18, 2015
First Reading:
Second Reading:

Approved as to form:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO:	Steve Riley, *ICMA-CM, Town Manager*
FROM:	Shea Farrar, *Senior Planner*
VIA:	Charles Cousins, *AICP, Community Development Director*
VIA:	Shawn Colin, *AICP, Deputy Director - Community Development*
DATE	April 14, 2015
SUBJECT:	Proposed Agreement with Hilton Head Public Service District – Gumtree Sewer

Recommendation:

Town Council approve a resolution authorizing an agreement between the Town and Hilton Head #1 Public Service District (HHPSD) for the costs of design, materials and construction of the Gumtree Sewer Project.

Summary:

This Resolution would authorize the Mayor and the Town Manager to:

- Execute and deliver a proposed agreement between the Town and HHPSD to reimburse its costs for the design, materials and construction of a sewer project along Gumtree Road, not to exceed $484,820.00.

The project will provide sewer along a segment of Gumtree Road that is currently unserved.

Background:

Previously, the Town entered into agreements with the HHPSD whereby the Town reimbursed HHPSD for its costs in the design, materials and construction of sewer projects in the Stoney, Chaplin, Spanish Wells and Baygall areas of the Island. These projects were identified for funding through the Town's Capital Improvements Program as a result of sewer policies adopted by the Town in 2005 to increase sewer availability on the Island.

Initially, this policy identified a number of sewer projects for Town funding that would result in connections to existing parks and public buildings on septic, as well as future facilities in a way that would benefit other properties. Town Council later approved expanding funding to TIF area projects as a result of cost savings associated with HHPSD's use of additional low pressure sewer technologies and the desire to benefit larger TIF areas. This project will make sewer available in a section of Gumtree Road and will expand sewer service in an area adjacent to previously funded projects in the Stoney area. The most recent project funded by the Town was for the Barker Field/Baygall area. This proposed agreement is consistent with prior funding agreements and was based on the most recent agreement executed for the Barker Field/Baygall sewer project.

Resolution Number 15-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BY AND BETWEEN THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND THE HILTON HEAD PUBLIC SERVICE DISTRICT RELATING TO THE GUMTREE SEWER PROJECT.

WHEREAS, The Town of Hilton Head Island, South Carolina, and the Hilton Head Public Service District have reached an agreement regarding the design and construction of sewerage infrastructure in the Gumtree Road area of Hilton Head Island, and for the payment for the cost of the design and construction of a portion of the sewerage infrastructure; and,

WHEREAS, the project is described in the Capital Improvements Plan for Fiscal Year beginning on 2014, for The Town of Hilton Head Island, South Carolina, as "Sewer Service Projects"; and,

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to enter into an agreement with and the Hilton Head Public Service District regarding the design and construction of the sewerage infrastructure and its payment.

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

1. The Mayor and/or Town Manager are hereby authorized to execute and deliver an Agreement with the Hilton Head Public Service District regarding the design and construction of sewerage infrastructure in the Gumtree Road area of Hilton Head Island, in substantially similar form as the Agreement attached hereto as Exhibit "A".

2. The Mayor and/or Town Manager is hereby authorized to take such other and further action as may be necessary to complete the Town's obligations described in the Agreement to be executed by them, which is authorized hereby.

PASSED AND APPROVED BY THE TOWN COUNCIL THIS ____ DAY OF _____, 2015.

_____
David Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt, Town Clerk

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

EXHIBIT “A”

AN AGREEMENT

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

AND

THE HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT

DATED: _____, 2015

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STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT
COUNTY OF BEAUFORT	)	

This Agreement is made on this ____ day of _____, 2015, by and between Hilton Head No. 1 Public Service District, and the Town of Hilton Head Island, South Carolina.

WITNESSETH

WHEREAS, Hilton Head No. 1 Public Service District provides certain public services within the municipal limits of the Town of Hilton Head Island, South Carolina, including installation and maintenance of sewerage infrastructure; and

WHEREAS, Hilton Head No. 1 Public Service District desires to install and maintain sewerage infrastructure for a project to be known as the "Gumtree Sewer Project" on Hilton Head Island (hereinafter, the "Project"), which Project is also described in the Capital Improvements Plan for Fiscal Year beginning on July 1 2014 for The Town of Hilton Head Island, South Carolina, as "Sewer Service Projects"; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, and the Hilton Head No. 1 Public Service District, in their efforts to improve sewerage conditions in different areas within the Town of Hilton Head Island, have identified the areas encompassed by the Project as being in need of sewerage infrastructure; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, has determined that payment for the Project will come from General Obligation Bonds to be issued by The Town of Hilton Head Island, South Carolina; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the citizens of Hilton Head Island, South Carolina, to facilitate the installation of the sewerage infrastructure, upon the terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) each to the other in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency whereof is acknowledged by the parties hereto, the Town of Hilton Head Island, South Carolina, and the Hilton Head No. 1 Public Service District, agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 *Agreement:* This Agreement by and between the Town of Hilton Head Island, South Carolina and the Hilton Head No. 1 Public Service District.

1.02 *Contractor:* Any Contractor hired by HHPSD to complete all or any part of the Project, and any sub-contractor hired by any Contractor.

1.03 *HHPSD:* Hilton Head No. 1 Public Service District

1.04 *Plans and Specifications:* The construction plans and specifications for the installation of the sewerage infrastructure for the "Gumtree Sewer Project" are entitled "Gumtree Sewer" and were prepared by Lowcountry Engineering Consultants, LLC (the "Plans and Specifications"). A copy of the Plans and Specifications for the Project is attached hereto as Exhibit "A".

1.05 *Project:* The "Gumtree Sewer Project," which is described in Plans and Specifications attached hereto as Exhibit "A". This Project is described in the Capital

Improvements Plan for Fiscal Year beginning on July 1, 2014, for The Town of Hilton Head Island, South Carolina, as "Sewer Service Projects".

1.06 *Town:* Town of Hilton Head Island, South Carolina.

ARTICLE 2- CONSTRUCTION OF THE PROJECT

2.01 *Responsibility of the Parties:* The Town and the HHPSD agree that each shall have the responsibilities as are set forth below.

2.02 *Preparation of Plans and Specifications:* HHPSD shall be responsible for the preparation of the Plans and Specifications for the Project.

2.03 *Acquisition of Easements:* HHPSD shall be responsible for insuring that acquisition occurs as to any and all necessary easements from any property owner whose land is touched or otherwise affected by the Project, and HHPSD shall be responsible for insuring as to the preparation and recording of easements and easement plats.

2.04 *Permits:* HHPSD shall be responsible for obtaining all necessary permits from any Federal, State or local authority having jurisdiction over all or any part of the Project. HHPSD shall coordinate a pre-construction conference with all necessary parties.

2.05 *Bid Requirements:* HHPSD shall be responsible for obtaining bids in accordance with appropriately competitive procurement procedures and all applicable law.

2.06 *Construction of Project:* HHPSD shall be responsible for the contracting and management of the Project. The contracting for, and actual construction of, the Project shall be in accordance with the Plans and Specifications for the Project as set forth in Article 1.04 above and Exhibit "A" hereto.

2.07 *Contractors to Have Town Business License:* HHPSD shall require all Contractors working on the Project to have a valid Town of Hilton Head Island Business License.

2.08 *Town Updates:* HHPSD shall provide written updates to the Town of the progress of the Project on a monthly basis via the certifications described in Article 2.12 below.

2.09 *Reimbursement to HHPSD by Town:* The Town shall reimburse HHPSD for the costs of design and construction associated with the Project in the following amounts:

> The Town shall reimburse HHPSD up to a maximum of $484,820.00 Dollars for all design, materials and labor for construction of underground sewer lines described in the Plans and Specifications for the Project.

2.10 *Payment of Costs:* The Town shall reimburse HHPSD for the costs of the design of the underground sewer lines described in the Plans and Specifications for the Project and for the labor and materials used in the completion of the construction of underground sewer lines and infrastructure described in the Plans and Specifications for the Project on a monthly basis.

2.11 *Billing Statements:* HHPSD shall submit its billing statement for the Project to the Town on a monthly basis.

2.12 *Certifications To Be Provided:* HHPSD shall submit the following certifications to the Town along with each billing statement as described in Article 2.11 above:

In conjunction with each monthly billing statement:

> (a) *Engineer's Certification:* HHPSD must provide a written certification from the engineer responsible for overseeing and inspecting

the Project that the work being billed for is only the work that is shown and described in the Plans and Specifications for the Project being billed for, and that the Project, and each component thereof, has been completed in conformity with the requirements of the Plans and Specifications.

In conjunction with the completion of construction of the Project:

(b) *HHSPD Certification:* HHPSD must provide its written certification that HHPSD has accepted the Project for permanent ownership, maintenance and operation, and the amounts billed for reimbursement by the Town represents HHPSD's actual costs for the design, materials, labor and construction of the Project.

ARTICLE 3 - PAYMENT FOR THE PROJECT

3.01 *Town's Responsibility:* The Town shall be responsible for the payment of the actual costs incurred by HHPSD for the design, materials, and labor for the construction of the underground sewer lines described in the Plans and Specifications for the Project up to the following amount: $484,820.00.

3.02 *Town's Obligation Limited:* The Town's obligation to reimburse HHPSD with respect to the construction of the underground sewer lines described in the Plans and Specifications for the Project is limited to the amount set forth in Articles 2.09 and 3.01 above.

3.03 *Payments as Current Expense of Town:* The payment due hereunder for the design and construction of the underground sewer lines described in the Plans and Specifications for the Project constitutes an obligation of the Town payable from annually appropriated revenues of the Town. It is the intent of the parties to this Agreement that the obligation of the Town to pay any money hereunder shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations

concerning indebtedness of the Town, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, money or credit of the Town.

ARTICLE 4 - INSURANCE

4.01 *Insurance Required*: HHPSD shall not commence the construction of the Project until it has obtained and provided proof thereof to the Town of the following:

(a) *Liability Insurance:* HHPSD has, and shall maintain, liability insurance through the South Carolina Insurance Reserve Fund, or other authorized carrier, in keeping with the requirements of the State of South Carolina under the South Carolina Tort Claims Act S. C. Code Ann. § 15-78-10, *et seq*. (Supp. 2014), or as the same may be thereafter amended.

(b) *Worker's Compensation Insurance:* HHPSD shall maintain in force, during the life of this Agreement, any applicable statutory Worker's Compensation and Employer's Liability Insurance for all of its employees who be engaged in the work related to the Project or performance of any of the obligations of HHPSD described in this Agreement. HHPSD shall similarly require any of its Contractors to maintain in force any applicable statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in any of the work related to the Project or performance of any of HHPSD's obligations described in this Agreement.

(c) *Insurance Requirements for Subcontractors:* Any contracts entered into between HHPSD and any Contractors, or by and between any Contractors for this Project shall require that each Contractor carry a

comprehensive general public liability and property damage insurance with a combined bodily injury, death and property damage limits, per occurrence, of ONE MILLION ($1,000,000.00) DOLLARS, insuring against any and all liability arising out of all or any part of the work described in this Agreement.

4.02 *Town's Insurance:* The Town has, and shall maintain, liability insurance through the South Carolina Insurance Reserve Fund, or other authorized carrier, in keeping with the requirements of the State of South Carolina under the South Carolina Tort Claims Act S. C. Code Ann. § 15-78-10, *et seq.* (Supp. 2014), or as the same may be thereafter amended.

ARTICLE 5 - TERM

5.01 *Term:* The Town and HHPSD agree that this Agreement shall be binding between the parties hereto until the Project is completed and accepted by HHPSD for permanent ownership, maintenance and operation

ARTICLE 6 - DEFAULT

6.01 *Default:* The Town and HHPSD agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party shall give written notice to the defaulting party of the default or breach. In the event that the defaulting party fails to cure the default or breach within ten (10) days after receipt of the written notice specifying the default or breach, then the non-defaulting party shall be entitled to pursue any remedy at law or in equity against the defaulting party, including, but not limited to, an action for damages or for specific performance of this Agreement;

provided, however, that in no event shall any party to this Agreement be liable for any consequential, special or punitive damages.

6.02 *Attorney's Fees:* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such dispute, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

ARTICLE 7 - AUTHORITY OF PARTIES

7.01 *Authority of Town:* The Town warrants that its actions in entering into this Agreement are lawful and authorized by all applicable state law and Town ordinances. As is shown by the certified true copy of the Resolution of the Town Council of The Town of Hilton Head Island, South Carolina, attached hereto as Exhibit "B", the execution and delivery of this Agreement and performance of the requirements hereof, has been authorized by the Town.

7.02 *Authority of HHPSD:* HHPSD warrants that its actions in entering into this Agreement are authorized by the applicable covenants and by-laws governing HHPSD, and that it has taken all actions required under any applicable covenants and by-laws as are necessary to authorize the execution and delivery of this Agreement. As is shown by the certified true copy of the Resolution of HHPSD, attached hereto as Exhibit "C", the execution and delivery of this Agreement, and performance of the requirements hereof, has been authorized by HHPSD.

ARTICLE 8 - OWNERSHIP AND MAINTENANCE OF SEWAGE INFRASTRUCTURE

8.01 *HHPSD to Own and Maintain:* Upon completion of the Project, HHPSD shall own and be responsible for the maintenance and upkeep of the infrastructure described in the Plans and Specifications for the Project, along with any expense or costs associated therewith.

ARTICLE 9 - GENERAL PROVISIONS

9.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, if any are permitted hereunder.

9.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the parties.

9.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

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

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

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

9.08 *No Third Party Beneficiaries:* The Town and HHPSD hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

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

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

With copy to: ALFORD & THORESON, LLC
Gregory M. Alford
Post Office Drawer 8008
Hilton Head Island, SC 29938

To the HHPSD: HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT
c/o Pete Nardi, General Manager
21 Oak Park Plaza
Hilton Head Island, SC 29926

With copy to: COLTRANE & WILKINS, LLC
John W. Wilkins
Post Office Box 6808
Hilton Head Island, SC 29938

9.10 *No Waiver:* No failure of any party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

9.11 *Further Assurances and Corrective Documents:* The Town and HHPSD agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The parties agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina and Hilton Head No. 1 Public Service District, by and through their duly authorized officers, have set their hands and seals on this _____ day of _____, 2015.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

_____

By:_____
David Bennett, Mayor

_____

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

WITNESSES:

HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT

_____

By:_____
Pete Nardi, General Manager

_____

Attest:_____
Larry M. Sapp, Finance Manager

EXHIBIT “A”

CONSTRUCTION PLANS AND SPECIFICATIONS FOR
THE GUMTREE ROAD SEWER PROJECT

GUMTREE SEWER

BEAUFORT COUNTY, SOUTH CAROLINA

ABBREVIATIONS

@	AT
AB	ANCHOR BOLT
AFF	ABOVE FINISHED FLOOR
APPROX	APPROXIMATE(LY)
BM	BENCH MARK OR BEAM
CI	CAST IRON
C/C	CENTER TO CENTER
CLR	CLEARANCE
℄	CENTERLINE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
EF	EACH FACE
EJ	EXPANSION JOINT
EA	EACH
EL	ELEVATION
EQ	EQUAL
EXIST	EXISTING
FES	FLARED END SECTION
FLR	FLOOR
FTG	FOOTING
HORIZ	HORIZONTAL
HP	HIGH POINT
HYD	HYDRANT
ID	INSIDE DIAMETER
OD	OUTSIDE DIAMETER
IE	INVERT ELEVATION
INV	INVERT
LF	LINEAR FEET
LB	POUND
LG	LONG
LP	LOW POINT
MJ	MECHANICAL JOINT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
NTS	NOT TO SCALE
OC	ON CENTER
O/O	OUTSIDE TO OUTSIDE
OPNG	OPENING
PE	PLAIN END
PED	PEDESTAL
PS	PUMP STATION
PVC	POLYVINYLCHLORIDE
RCP	REINFORCED CONCRETE PIPE
R	RADIUS
RED	REDUCER
REF	REFERENCE
REINF	REINFORCING OR REINFORCED
REQ'D	REQUIRED
SS	STAINLESS STEEL
SCH	SCHEDULE
SHT	SHEET
SIM	SIMILAR
SPA	SPACES
SQ	SQUARE
STA	STATION
STD	STANDARD
TOC	TOP OF CONCRETE
TOG	TOP OF GRATING
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
W/L	WATER LEVEL

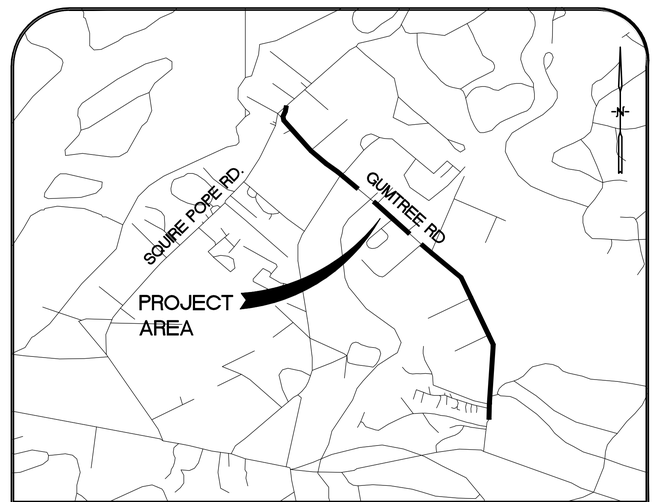
SECTION/DETAIL LEGEND

DETAIL CALL-OUT AND DETAIL TITLE IDENTIFICATION SYMBOL

- DETAIL IDENTIFICATION LETTER (IN SAME STRUCTURE)
- SHEET NUMBER (IN SAME DISCIPLINE) WHERE DETAIL IS DRAWN.
- SHEET NUMBER ON WHICH DETAIL CONDITION OCCURS. (DASH INDICATES CONDITION OCCURS ON MULTIPLE SHEETS.)

SECTION CUT SYMBOL (w/ARROW) OR TITLE IDENTIFICATION SYMBOL (w/o ARROW)

- SECTION IDENTIFICATION NUMBER
- SHEET NUMBER (IN SAME STRUCTURE) WHERE SECTION IS DRAWN.
- SHEET NUMBER (IN SAME STRUCTURE) ON WHICH SECTION IS INITIALLY CUT.



VICINITY MAP

INDEX OF SHEETS

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2 OVERALL LAYOUT AND PLAN AND PROFILE INDEX
3 GUMTREE ROAD PLAN AND PROFILE
4 GUMTREE ROAD PLAN AND PROFILE
5 GUMTREE ROAD PLAN AND PROFILE
6 GUMTREE ROAD PLAN AND PROFILE
~~7 GUMTREE ROAD PLAN AND PROFILE~~ (NOT IN CONTRACT)
~~8 GUMTREE ROAD PLAN AND PROFILE~~ (NOT IN CONTRACT)
9 SEWER DETAILS
10 SEWER DETAILS
11 EROSION CONTROL DETAILS
~~TC-1 TRAFFIC CONTROL PLAN~~ (NOT IN CONTRACT)

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
CERTIFICATE OF AUTHORIZATION No. 4039
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15581
PHILLEMON B. WATERS, IV

LOWCOUNTRY
ENGINEERING CONSULTANTS, LLC
35 PROFESSIONAL VILLAGE CIRCLE • BEAUFORT, SOUTH CAROLINA 29907
OFFICE 843.524.1213 • FAX 843.524.1301
WWW.LOWCOUNTRYENGINEER.COM

REVISIONS			
SYM.	DESCRIPTION	DATE	BY

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH HHPSD TECHNICAL SPECIFICATIONS, LATEST EDITION. THE TECHNICAL SPECIFICATIONS CAN BE FOUND AT http://www.hhpsd.com/development-procedures/.

2. UTILITIES SHOWN ARE FROM FIELD SURVEY AS IDENTIFIED BY A UTILITY LOCATOR. THE CONTRACTOR SHALL FIELD LOCATE AND VERIFY THE SIZE AND INVERT OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DISTRICT/ENGINEER IMMEDIATELY IF DISCREPANCIES OR INTERFERENCES ARE FOUND.

3. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PROTECT EXISTING UTILITY SERVICES FROM DAMAGE DURING CONSTRUCTION OPERATIONS. IF DAMAGE OCCURS, THE UTILITY PROVIDER SHALL BE NOTIFIED IMMEDIATELY AND REPAIRS SHALL BE MADE PROMPTLY AT THE CONTRACTOR'S EXPENSE. ALL REPAIR WORK SHALL BE SATISFACTORY TO THE ENGINEER, DISTRICT AND THE UTILITY OWNER. IF UTILITIES REQUIRE RELOCATION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION. COST FOR UTILITY RELOCATION SHALL BE CONSIDERED INCIDENTAL TO PROJECT COSTS AND INCLUDED IN THE CONTRACTOR'S BID.

4. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY BRACING, SHEETING, AND DEWATERING TO COMPLETE THE PROJECT, AND PROTECT THE CONSTRUCTION WORKERS AND ALL ADJACENT STRUCTURES, TREES, LANDSCAPING, AND IS RESPONSIBLE FOR ALL REPAIR AND COST NECESSARY TO RESTORE THE PROJECT AREA TO ITS ORIGINAL CONDITION.

5. THE CONTRACTOR SHALL RELOCATE ANY INCIDENTAL ITEMS SUCH AS MAILBOXES OR FENCES THAT ARE DISTURBED DURING CONSTRUCTION. COST FOR RELOCATION SHALL BE CONSIDERED INCIDENTAL TO PROJECT COSTS AND INCLUDED IN THE CONTRACTOR'S BID.

6. ALL PAVEMENT CUTS SHALL BE SAW CUT TO A CLEAN NEAT VERTICAL EDGE. AT TIE-IN OF NEW TO EXISTING PAVEMENT, EXISTING PAVEMENT SHALL BE SAW CUT TO A NEW CLEAN NEAT VERTICAL EDGE.

7. CONTRACTOR TO MAINTAIN OPERATION OF ALL PRIVATE ACCESS POINTS UNLESS SPECIFICALLY APPROVED BY THE PROPERTY OWNER AND HILTON HEAD PUBLIC SERVICE DISTRICT REPRESENTATIVE.

8. WHERE ROUTING FOR THE SEWER IS ALONG AN EXISTING SIDEWALK OR PATHWAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE SIDEWALK OR PATHWAY CLEAR, CLEAN, AND IN GOOD CONDITION DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY SIDEWALK OR PATHWAY REMOVED FOR CONSTRUCTION OR DAMAGED DURING INSTALLATION.

9. ALL DIMENSIONS ALONG ROUTE ARE FROM EDGE OF ASPHALT.

10. ALL PIPE LENGTHS ARE MEASURED TO THE CENTERLINE OF THE STRUCTURE. NORTHING AND EASTING COORDINATES ARE TO THE CENTER OF MANHOLE/STRUCTURE.

11. FOR ALL DISTURBED AREAS THE CONTRACTOR SHALL REPAIR ALL AREAS TO PRECONSTRUCTION CONDITIONS. ALL DITCHES MUST BE REGRADED BACK TO ORIGINAL SLOPE. ALL DISTURBED AREAS MUST BE STABILIZED. FINAL PAYMENT WILL NOT BE PROCESSED UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED AND ACCEPTED AS STABILIZED BY THE DISTRICT, TOWN OF HILTON HEAD ISLAND, AND THE SCDOT.

South Carolina 811
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SOUTH CAROLINA PROFESSIONAL ENGINEER REGISTERED No. 15581 PHILLEMON B. WALTERS JR.

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No. 4039

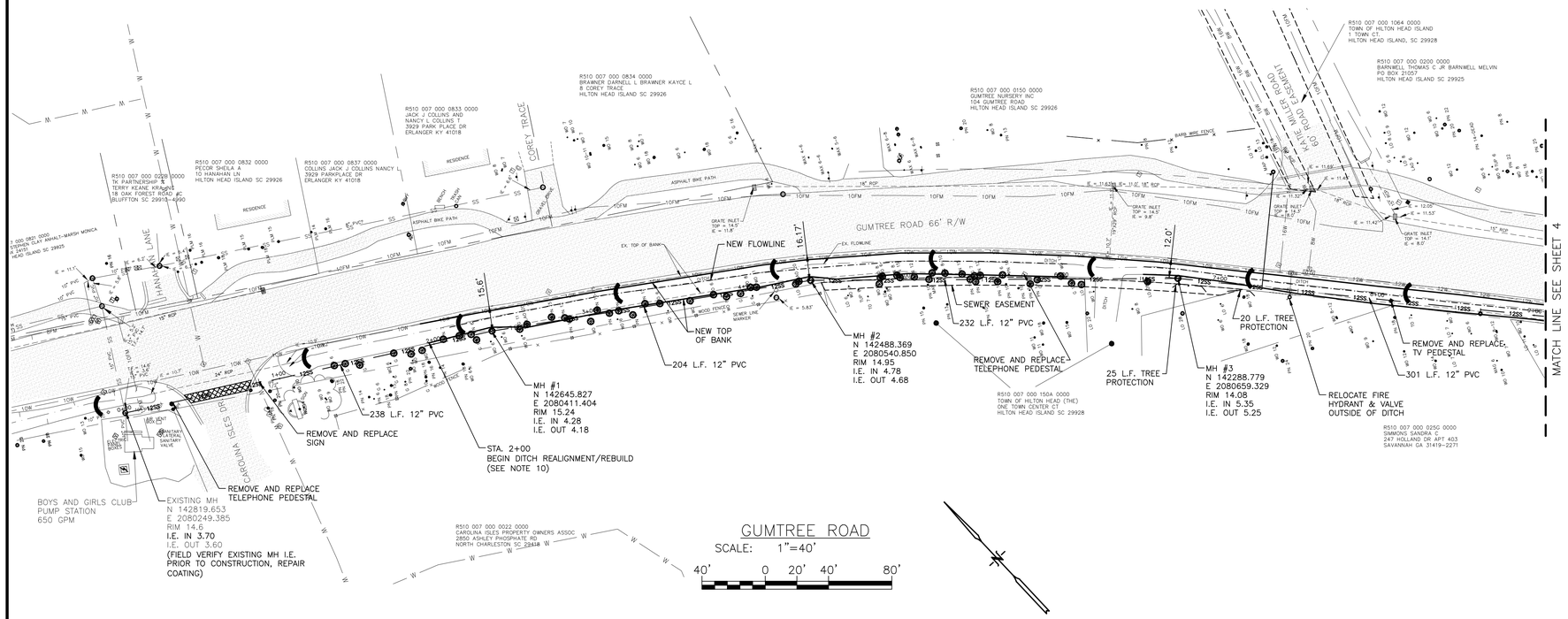
LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
29 PROGRESS DRIVE, SUITE 1 BLUFFTON, SC 29910
843.815.8949 • FAX 843.815.8965 WWW.LOWCOUNTRYENGINEERING.COM

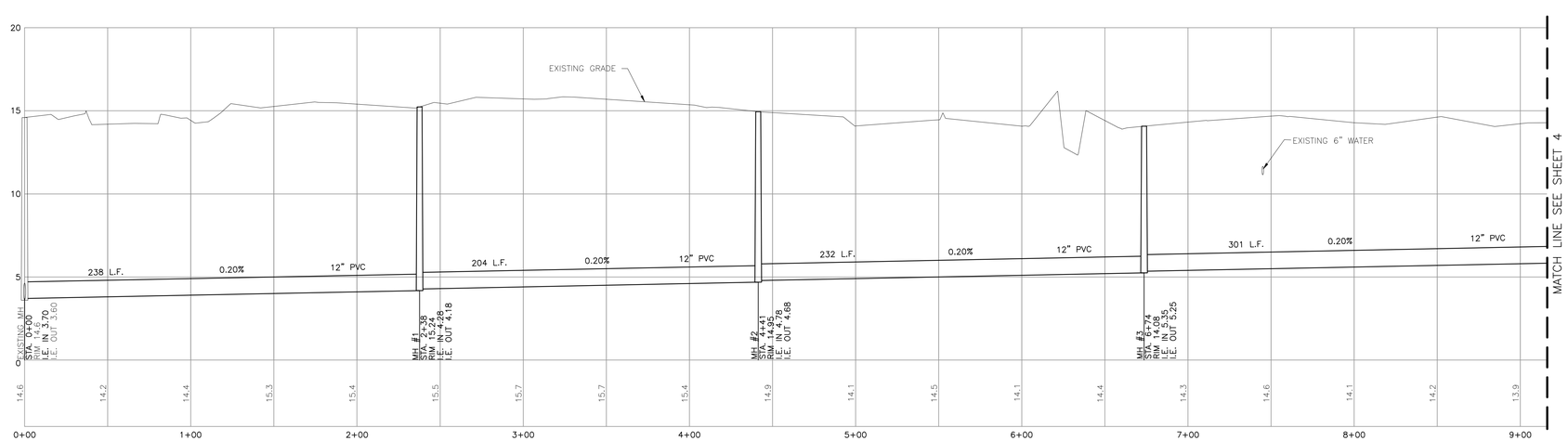
GUM TREE ROAD SHEET INDEX

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	2

REVISIONS			
SYM.	DESCRIPTION	DATE	BY





LEGEND

- SANITARY MANHOLE
- SEWER LINE WITH SIZE
- EASEMENT
- SILT FENCE
- 4" SEWER SERVICE LATERAL
- TREE PROTECTION
- TREE REMOVAL
- SEDIMENT TUBE
- INLET PROTECTION
- REMOVE AND REPLACE PAVEMENT

NOTES:

1. SEE SHEET 2 FOR GENERAL NOTES.
2. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND VERIFY THE SIZE AND INVERT OF ALL EXISTING UTILITIES. WHERE CONFLICTS EXIST BETWEEN THE UTILITY AND NEW CONSTRUCTION, THE UTILITY SHALL BE RELOCATED BY THE APPROPRIATE UTILITY PROVIDER(S). THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE UTILITY PROVIDER. REPAIR OF ANY AND ALL DAMAGES TO EXISTING UTILITIES DUE TO THIS CONSTRUCTION ARE THE CONTRACTORS RESPONSIBILITY.
3. ALL SERVICE LEADS CROSSING EXISTING ROADS SHALL BE INSTALLED BY JACK AND BORE.
4. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL COORDINATE EXACT LOCATION OF SEWER SERVICE LEADS WITH THE HILTON HEAD PUBLIC SERVICE DISTRICT.
5. GRAVITY SEWER AND FORCEMAIN PIPE WITHIN CASING SHALL BE PVC.
6. ALL TOWN OWNED PATHWAYS THAT ARE DISTURBED SHALL BE REPAIRED AND APPROVED BY TOWN ENGINEER.
7. FOR NEW MANHOLES LOCATED WITHIN AN EXISTING SIDEWALK, PATHWAY, DRIVEWAY OR ROAD, THE MANHOLE RIM ELEVATION SHALL MATCH THE ELEVATION OF THE ADJACENT PAVING.
8. ANY DRAINAGE CONVEYANCE DISTURBED BY THE PROPOSED CONSTRUCTION SHALL BE REPAIRED, REGRADED, CLEANED OF SILT AND DEBRIS, AND PERMANENTLY STABILIZED. FINAL PAYMENT WILL NOT BE PROCESSED UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED AND ACCEPTED AS STABILIZED BY THE DISTRICT, TOWN OF HILTON HEAD ISLAND, AND THE SCDOT.
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10. FROM STATION 2+00 TO 15+00 – REALIGN EXISTING DITCH TO PROVIDE A 3' SHOULDER ALONG THE EDGE OF PAVEMENT (PER PLANS AND DITCH CROSS SECTION). UNLESS NOTED OTHERWISE EXISTING RCP SHALL REMAIN. REALIGNED DITCH I.E. TO MATCH EXISTING DITCH I.E.

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SOUTH CAROLINA PROFESSIONAL ENGINEER No.15581 REGISTERED PHILEMON B. MATTERS IV

LOWCOUNTRY ENGINEERING CERTIFICATE OF AUTHORIZATION No.4039 LOWCOUNTRY ENGINEERING CONSULTANTS, LLC

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
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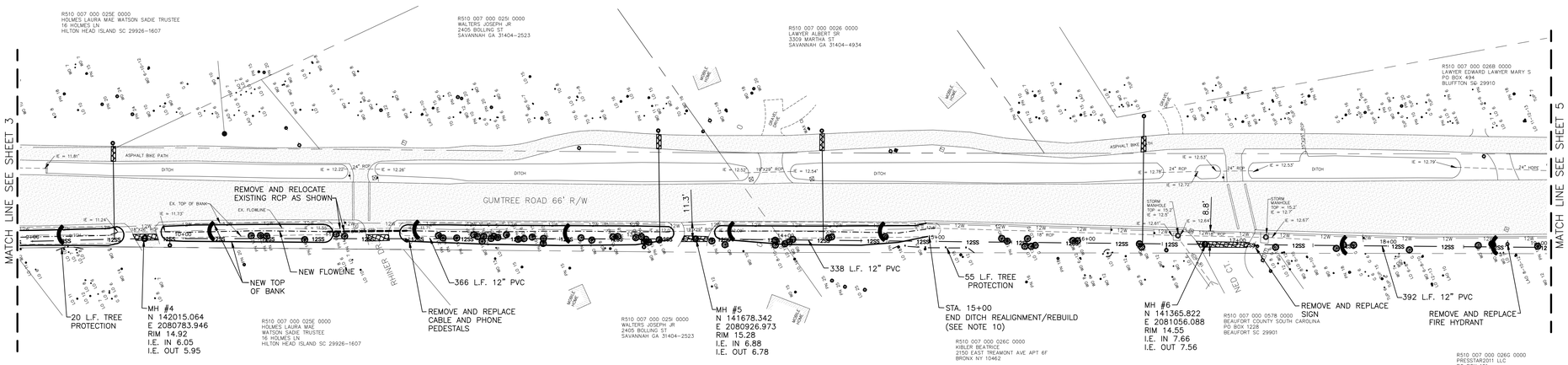
OFFICE: BEAUFORT • PORT ROYAL • HILTON HEAD
WWW.LOWCOUNTRYENGINEERING.COM

GUMTREE ROAD PLAN AND PROFILE

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	3

REVISIONS			
SYM.	DESCRIPTION	DATE	BY



GUMTREE ROAD

SCALE: 1"=40'

40' 0 20' 40' 80'

LEGEND

- SANITARY MANHOLE
- 8SS — SEWER LINE WITH SIZE
- EASEMENT
- SILT FENCE
- 4" SEWER SERVICE LATERAL
- TREE PROTECTION
- TREE REMOVAL
- SEDIMENT TUBE
- INLET PROTECTION
- REMOVE AND REPLACE PAVEMENT

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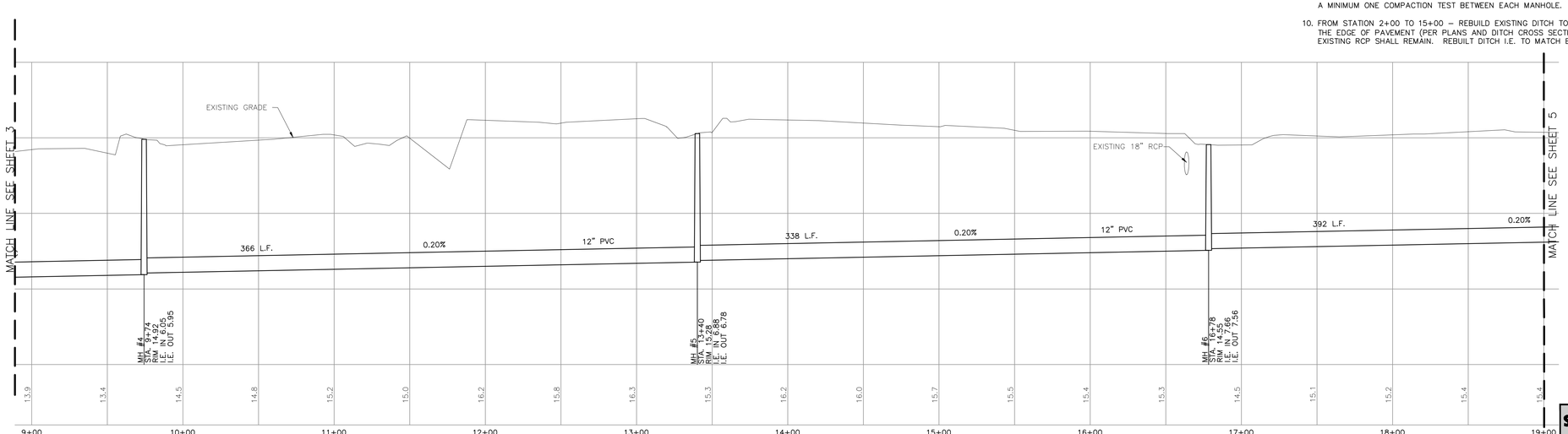

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SOUTH CAROLINA PROFESSIONAL ENGINEER REGISTERED No.15581 PHILEMON B. MATTERS IV

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No.4039

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
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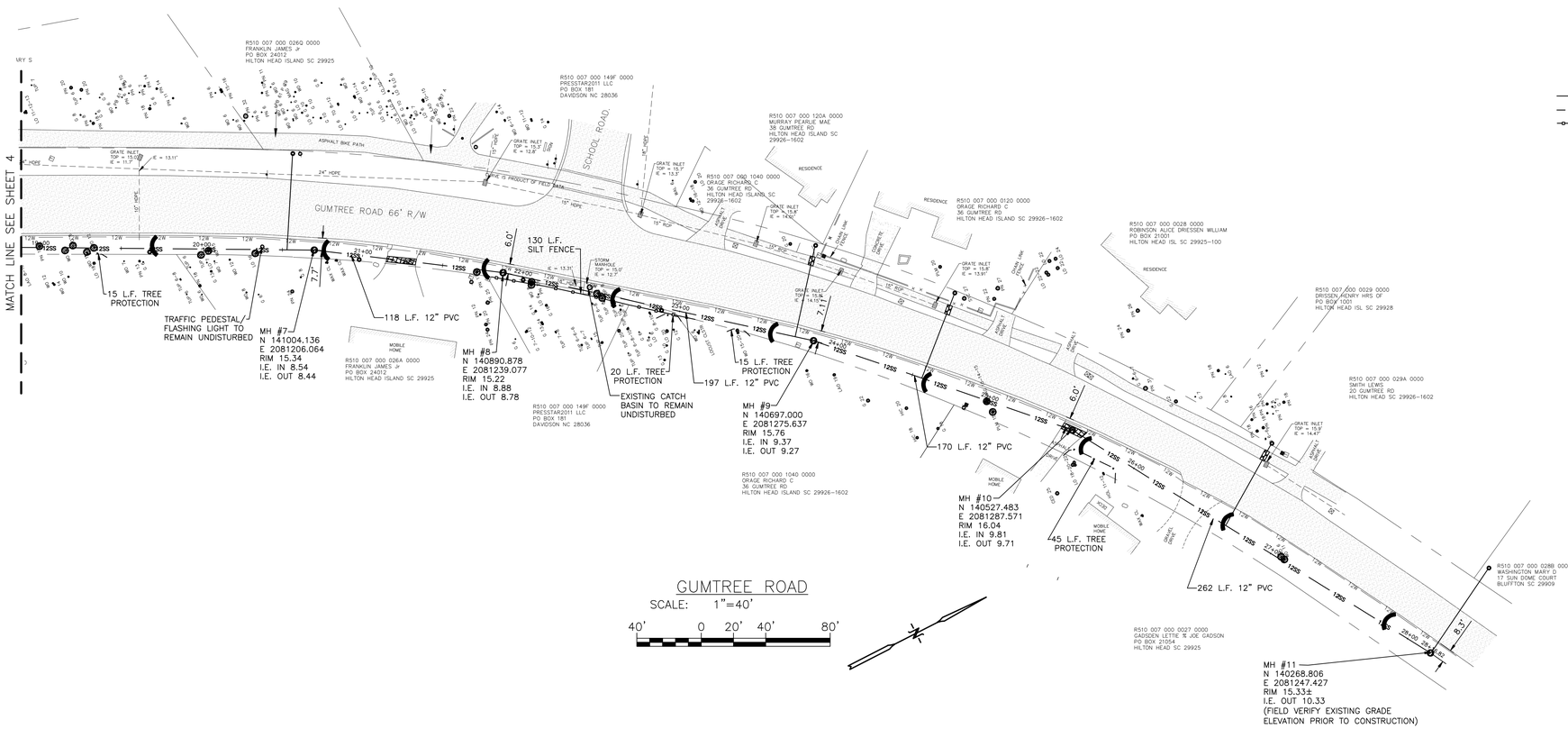
OFFICE: BALDAGO • KAJABAMBI
WWW.LOWCOUNTRYENGINEERS.COM

GUMTREE ROAD PLAN AND PROFILE

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	4

REVISIONS			
SYM.	DESCRIPTION	DATE	BY



GUMTREE ROAD
SCALE: 1"=40'
40' 0 20' 40' 80'

LEGEND

- SANITARY MANHOLE
- SEWER LINE WITH SIZE
- EASEMENT
- SILT FENCE
- 4" SEWER SERVICE LATERAL
- TREE PROTECTION
- TREE REMOVAL
- SEDIMENT TUBE
- INLET PROTECTION
- REMOVE AND REPLACE PAVEMENT

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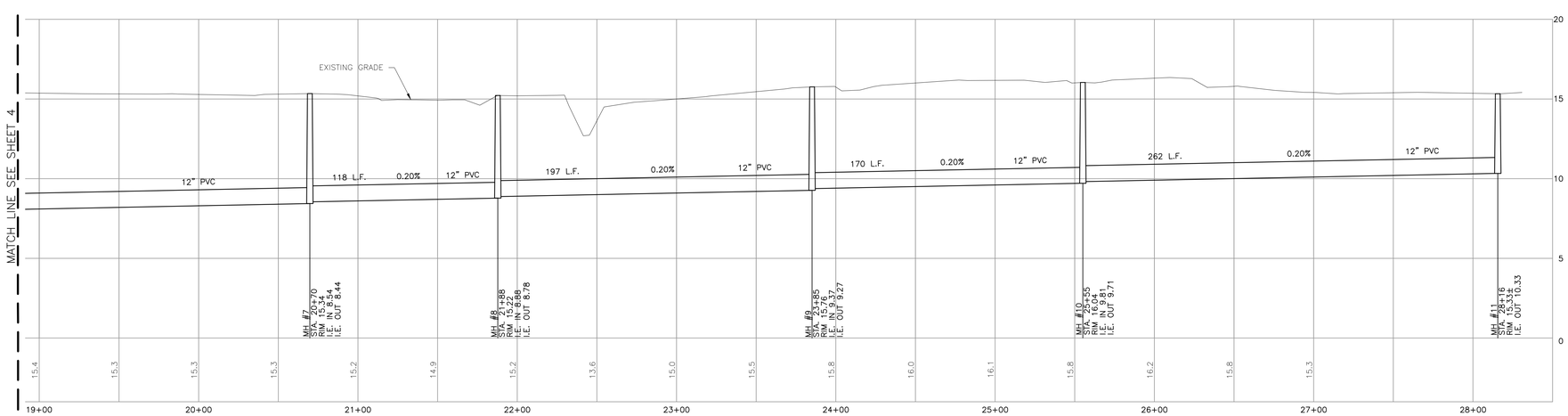

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SOUTH CAROLINA PROFESSIONAL ENGINEER No.15581 REGISTERED PHILEMON B. MATTERS, IV

LOWCOUNTRY ENGINEERING CERTIFICATE OF AUTHORIZATION No.4039 CONSULTANTS, LLC

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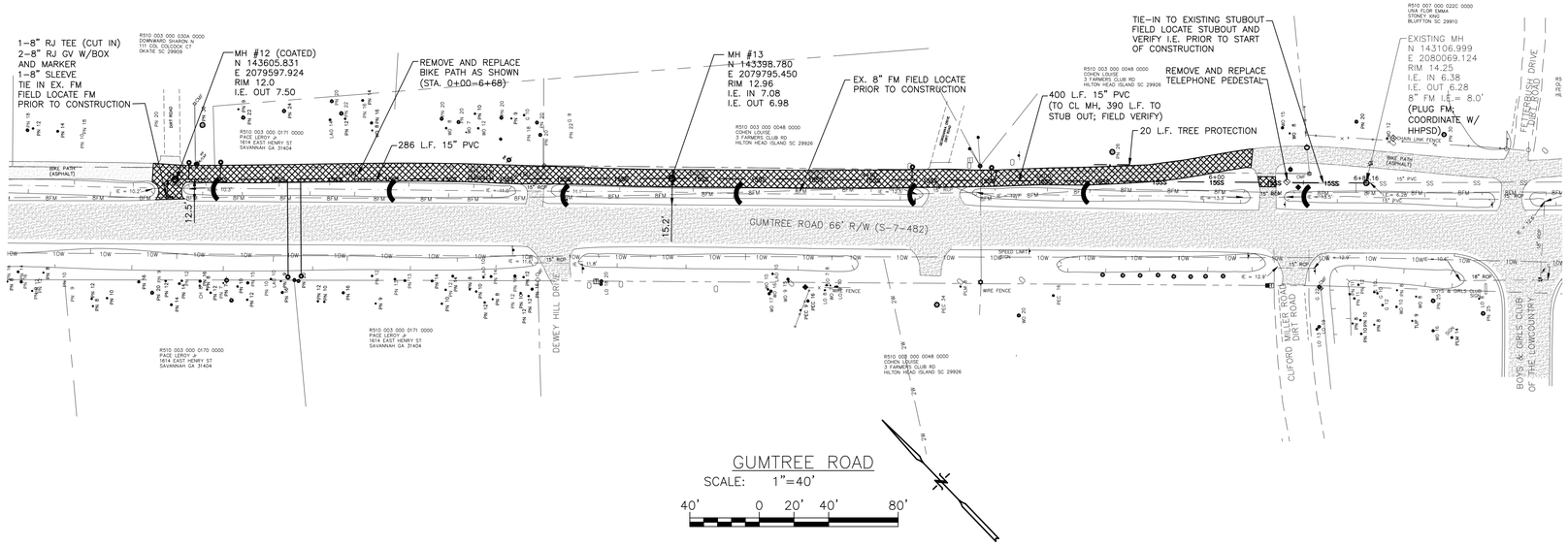
OFFICE: 843.524.3311 • FAX: 843.524.3311
WWW.LOWCOUNTRYENGINEERING.COM

GUMTREE ROAD PLAN AND PROFILE

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	5

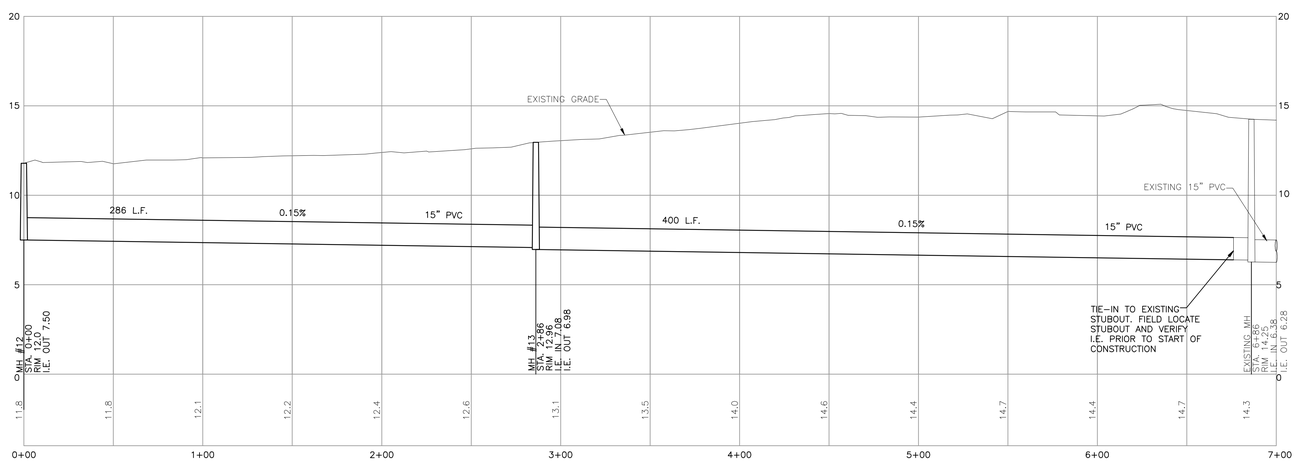
REVISIONS			
SYM.	DESCRIPTION	DATE	BY



GUMTREE ROAD

SCALE: 1"=40'

40' 0 20' 40' 80'



LEGEND

- SANITARY MANHOLE
- SEWER LINE WITH SIZE
- EASEMENT
- SILT FENCE
- 4" SEWER SERVICE LATERAL
- TREE PROTECTION
- TREE REMOVAL
- SEDIMENT TUBE
- INLET PROTECTION
- REMOVE AND REPLACE PAVEMENT

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LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No.4039

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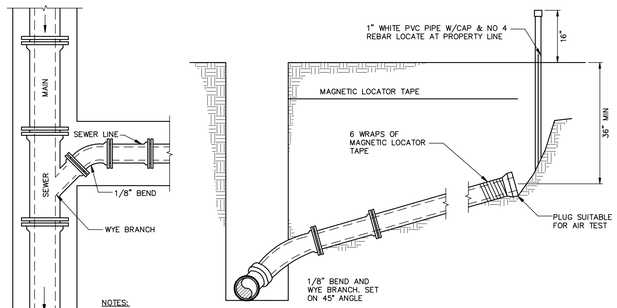
OFFICE HOURS: 9 • 5 M-F WWW.LOWCOUNTRYENGINEERING.COM

GUMTREE ROAD
PLAN AND PROFILE

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	6

REVISIONS			
SYM.	DESCRIPTION	DATE	BY

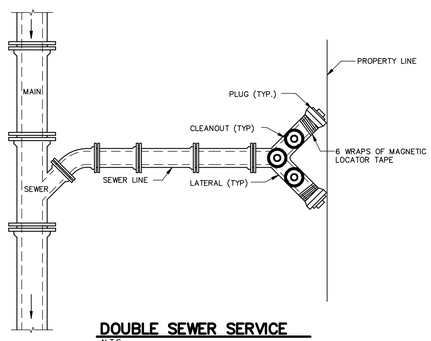


NOTES:

1. EMBEDMENT SAME AS FOR SEWER LINE.
2. SERVICE LINE SHALL BE ON SUCH A GRADE THAT WILL PERMIT SERVICING OF PROPERTY. MINIMUM GRADE SHALL BE 1.0%. MAXIMUM GRADE SHALL BE 50%
3. NO VERTICAL STACKING WILL BE ALLOWED.

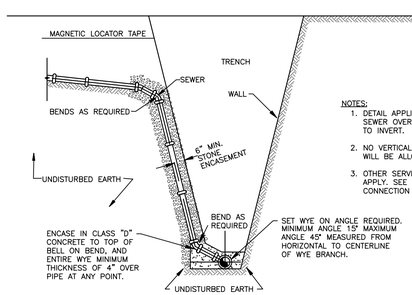
SEWER SERVICE CONNECTION DETAIL

N.T.S.



DOUBLE SEWER SERVICE

N.T.S.

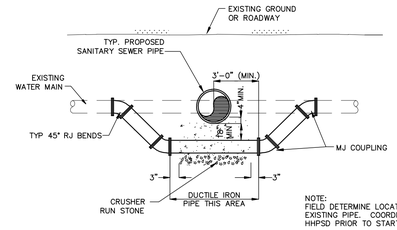


NOTES:

1. DETAIL APPLIES TO SEWER OVER 12' DEEP TO INVERT.
2. NO VERTICAL STACKING WILL BE ALLOWED
3. OTHER SERVICE NOTES APPLY. SEE SERVICE CONNECTION DETAIL.

DEEP SEWER SERVICE DETAIL

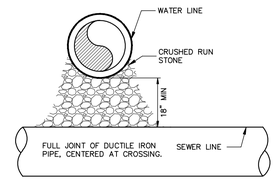
N.T.S.



NOTE:
FIELD DETERMINE LOCATION AND ELEVATION OF EXISTING PIPE. COORDINATE WITH ENGINEER AND HHPSD PRIOR TO STARTING WORK.

SANITARY SEWER WATERLINE CROSSING

N.T.S.

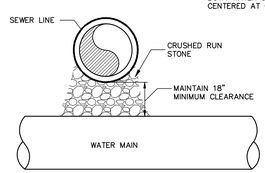


DUCTILE IRON REQUIRED LESS THAN 18".

SEWER CROSSING BELOW WATER LINE DETAIL

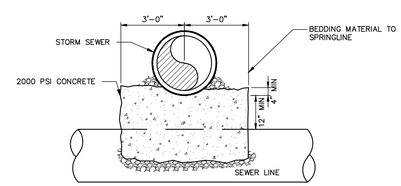
N.T.S.

NOTE:
1. FULL JOINT OF DUCTILE IRON PIPE FOR BOTH WATER & SEWER TO BE CENTERED AT CROSSING.



SEWER CROSSING ABOVE WATER LINE DETAIL

N.T.S.



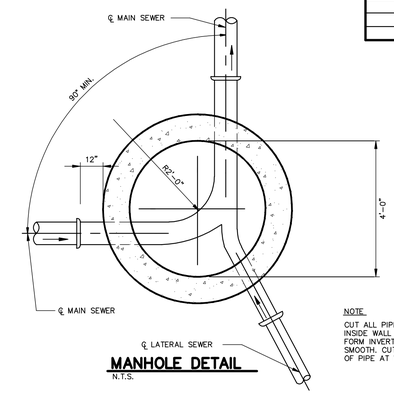
NOTE: FULL JOINT OF DUCTILE IRON PIPE, CENTERED AT CROSSING

STORM SEWER CROSSING DETAIL

N.T.S.

NOTES:

1. THE CONTRACTOR SHALL REFER TO THE HILTON HEAD PUBLIC SERVICE DISTRICT'S ADMINISTRATIVE PROCEDURES FOR WATER AND SANITARY SEWER SYSTEM DESIGN FOR TECHNICAL SPECIFICATIONS AND ADDITIONAL GRAVITY SEWER DETAILS.



NOTE

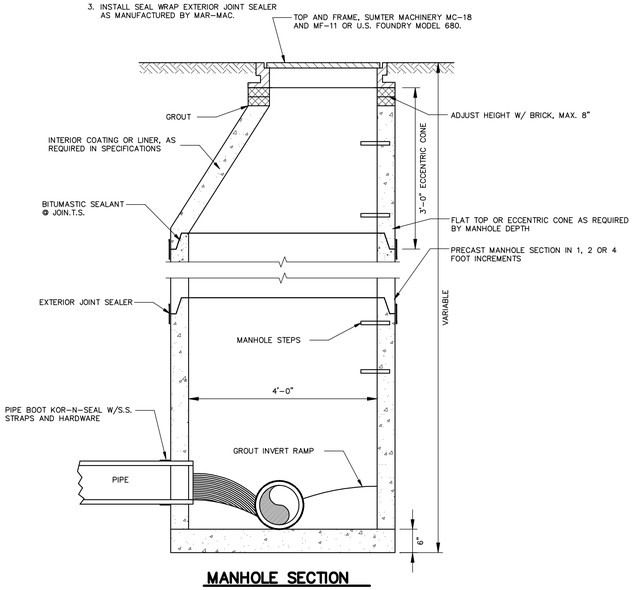
CUT ALL PIPE FLUSH WITH INSIDE WALL OF MANHOLE FORM INVERT UNIFORM AND SMOOTH. CUT OFF TOP HALF OF PIPE AT WALL.

MANHOLE DETAIL

N.T.S.

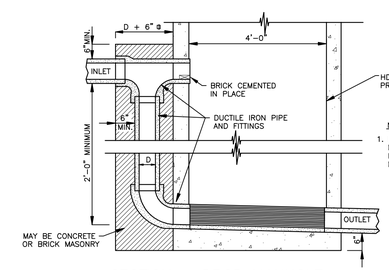
NOTES:

1. GROUT ALL JOINTS INSIDE AND OUTSIDE USING NON-SHRINK GROUT.
2. INSTALL INTERIOR COATING OR LINER AS REQUIRED IN THE SPECIFICATIONS.
3. INSTALL SEAL WRAP EXTERIOR JOINT SEALER AS MANUFACTURED BY MAR-MAC.



MANHOLE SECTION

N.T.S.



NOTES:

1. DUCTILE IRON PIPE AND MEGALUGS MAY BE USED IN LIEU OF PVC AND CONCRETE MASONRY.

SECTION – DROP MANHOLE

N.T.S.

South Carolina 811
Call 811 Before you Dig

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15581 PHILEMON B. WATERS

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No. 4039

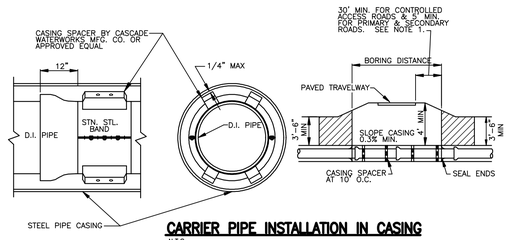
LOWCOUNTRY ENGINEERING CONSULTANTS, LLC
38 PROFESSIONAL VILLAGE CIRCLE • BEAUFORT, SOUTH CAROLINA 29907
OFFICE: 843.846.7 • FAX: 843.846.8486

SEWER DETAILS

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	9

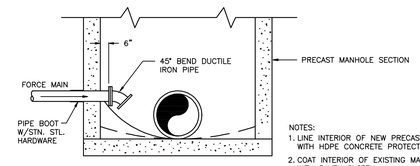
REVISIONS			
SYM.	DESCRIPTION	DATE	BY



CARRIER PIPE INSTALLATION IN CASING

N.T.S.

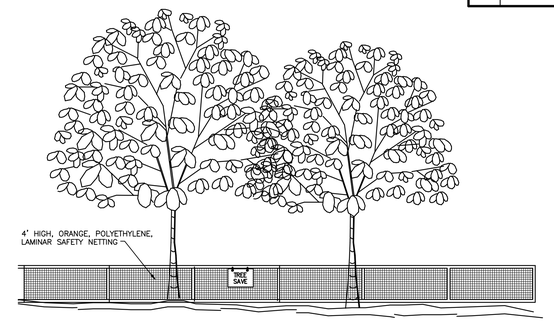
NOTES:
1. THE NEAR EDGE OF THE PIT CAN BE NO CLOSER TO THE EDGE OF THE TRAVELWAY THAN ITS DEPTH BELOW THE SURFACE OF THE TRAVELWAY UNLESS BULKHEADED.
2. ALL PIPE WITHIN & TO 5' FROM CASING TO BE DUCTILE IRON.



FORCE MAIN DISCHARGE

N.T.S.

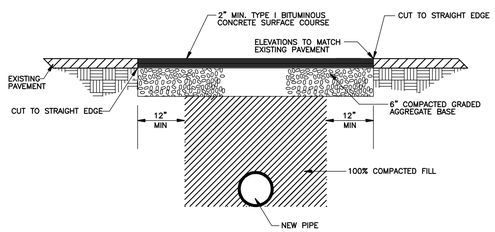
NOTES:
1. LINE INTERIOR OF NEW PRECAST MANHOLES WITH HDPE CONCRETE PROTECTIVE LINER.
2. COAT INTERIOR OF EXISTING MANHOLES WITH RAVEN SYSTEM.



TREE PROTECTION FENCING

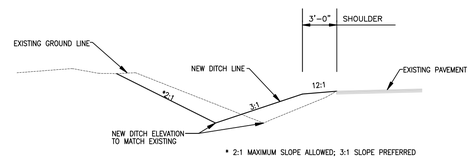
N.T.S.

NOTE:
TREE PROTECTION SHOULD EXTEND AS FAR OUT FROM THE TRUNK AS POSSIBLE WITHOUT INTERFERING WITH THE PROPOSED WORK.



PAVEMENT PATCH DETAIL
ASPHALT DRIVEWAY/PATHWAY CROSSINGS

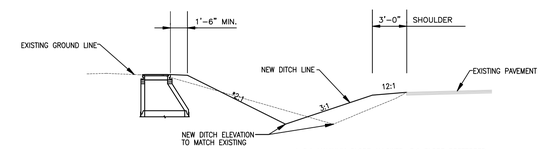
N.T.S.



* 2:1 MAXIMUM SLOPE ALLOWED; 3:1 SLOPE PREFERRED

TYPICAL DITCH SECTION REBUILD

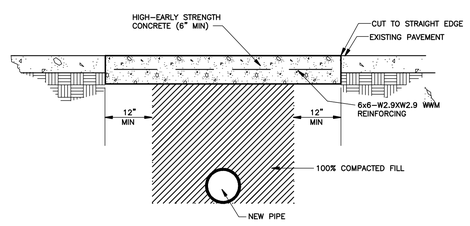
N.T.S. FROM STATION 2+00 TO 14+50
FROM STA 1+50 TO 2+00 AND
14+50 TO 15+00 TRANSITION
TO EXISTING DITCH CROSS SECTION



* 2:1 MAXIMUM SLOPE ALLOWED; 3:1 SLOPE PREFERRED

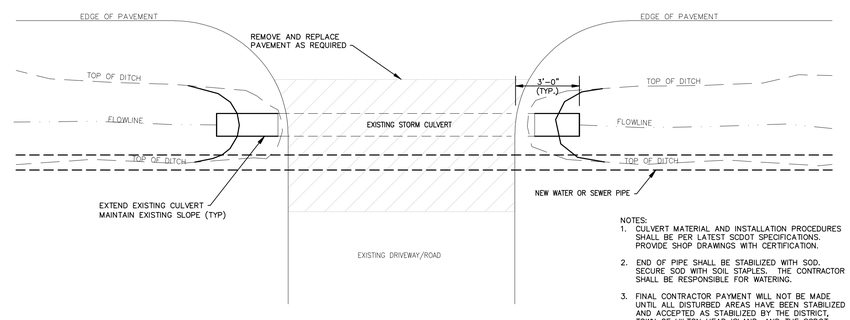
TYPICAL DITCH SECTION REBUILD @ MANHOLES

N.T.S. FROM STATION 2+00 TO 14+50



CONCRETE PAVEMENT REPLACEMENT AT DRIVEWAY CROSSINGS

N.T.S.

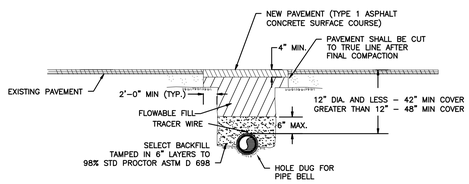


NOTES:
1. CULVERT MATERIAL AND INSTALLATION PROCEDURES SHALL BE PER LATEST SCDOT SPECIFICATIONS. PROVIDE SHOP DRAWINGS WITH CERTIFICATION.
2. END OF PIPE SHALL BE STABILIZED WITH SOD. SECURE SOD WITH SOIL STAPLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING.
3. FINAL CONTRACTOR PAYMENT WILL NOT BE MADE UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED AND ACCEPTED AS STABILIZED BY THE DISTRICT, TOWN OF HILTON HEAD ISLAND, AND THE SCDOT.

* REFER TO PLANS FOR ADDITIONAL INFORMATION

STORM CULVERT MODIFICATION @ PAVEMENT CROSSING

N.T.S.



OPEN CUT PAVEMENT CROSSING (ROAD)

N.T.S.

NOTES
1. CUT MUST BE PATCHED WITHIN 48 HOURS OF CUT.
2. ASPHALT WORK MUST BE PERFORMED BY A SCDOT CERTIFIED CONTRACTOR.
3. MAINTAIN ONE OPEN LANE OF TRAFFIC DURING CONSTRUCTION.
4. OPEN CUT AND PATCH TO BE COMPLETED OUTSIDE OF NORMAL WORK HOURS. COORDINATE WITH SCDOT AND HHPSD.

NOTES:

1. THE CONTRACTOR SHALL REFER TO THE HILTON HEAD PUBLIC SERVICE DISTRICT'S ADMINISTRATIVE PROCEDURES FOR WATER AND SANITARY SEWER SYSTEM DESIGN FOR TECHNICAL SPECIFICATIONS AND ADDITIONAL GRAVITY SEWER DETAILS.

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SOUTH CAROLINA PROFESSIONAL ENGINEER REGISTERED No. 15581 WALTERS, B. PHILEMON

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No. 4033

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SEWER DETAILS

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.
SHEET NO.	10

STANDARD NOTES

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
   - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE SEDIMENT BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C REG. 72ET SEQ. AND SCR100000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
   - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
   - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
   - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
   - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRECONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ONSITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NONLINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ONSITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

SEEDBED PREPARATION

1. CHISEL COMPACTED AREAS AND SPREAD TOPSOIL 3 INCHES DEEP OVER ADVERSE SOIL CONDITIONS.
2. RIP THE ENTIRE AREA TO 6" DEPTH.
3. REMOVE ALL LOOSE ROCK, ROOTS AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM.
4. APPLY AGRICULTURAL LIME, FERTILIZER AND SUPER PHOSPHATE UNIFORMLY AND MIX WITH SOIL.
5. CONTINUE TILLAGE UNTIL A WELL-PULVERSIZED, FIRM REASONABLY UNIFORM SEEDBED IS PREPARED 4 TO 6 INCHES DEEP.
6. COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR CULTIPACK AFTER SEEDING.
7. MULCH IMMEDIATELY AFTER SEEDING.
8. INSPECT ALL SEEDED AREAS AND MAKE NECESSARY REPAIRS OR RESEED WITHIN THE PLANTING SEASON. IF STAND SHOULD BE OVER 60% DAMAGED, REESTABLISH FOLLOWING ORIGINAL LIME, FERTILIZER AND SEEDING RATES.
9. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1000 POUNDS PER ACRE.
10. LIME SHALL BE APPLIED AT THE RATE OF 3000 POUNDS PER ACRE.
11. PERMANENT VEGETATION.

A. SUMMER (MARCH 1 – AUGUST 14)	
COMMON BERMUDA (HULLED)	25 lbs./ACRE
GERMAN MILLET	10 lbs./ACRE

B. WINTER (AUGUST 15 – FEBURARY 28)	
ANNUAL RYE	40 lbs./ACRE
COMMON BERMUDA (UNHULLED)	30 lbs./ACRE

12. RYE GRAIN AND MILLET SHALL BE ADDED IN ORDER TO ESTABLISH QUICK GROUND COVER FOR EROSION CONTROL PURPOSES.
13. TEMPORARY VEGETATION:

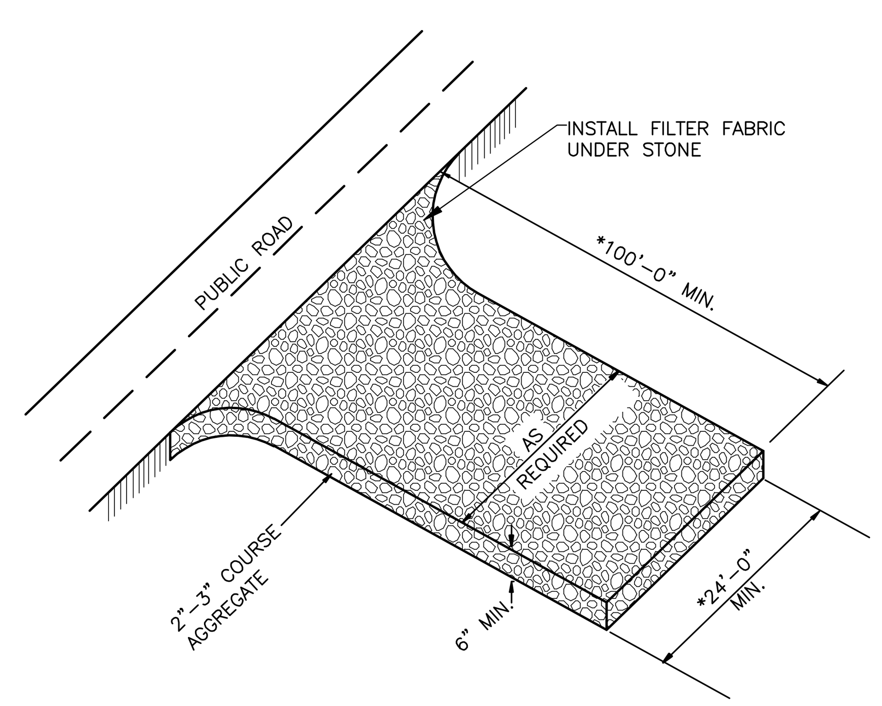
A. (APRIL 1 – AUGUST 15)	
ANNUAL SUDAN GRASS (SWEET OF TIFF)	40 lbs./ACRE
BROWN TOP MILLET	50 lbs./ACRE

B. (AUGUST 15 – MARCH 1)	
RYE GRAIN	55 lbs./ACRE

14. OAT GRAIN IS TO BE ADDED IF SEEDING DATE IS BETWEEN MARCH 1 AND APRIL 16, AT THE RATE OF 10 POUNDS PER ACRE.
15. OTHER PLANTINGS OR SEEDING AS CONTAINED IN THE CRITICAL AREA STABILIZATION SECTION OF SCS HANDBOOK "EROSION AND SEDIMENT CONTROL IN DEVELOPING AREAS" MAY BE USED PROVIDED THE WORK COMPLIES WITH ALL APPLICABLE SPECIFICATIONS CONTAINED IN SCS HANDBOOK.
16. CONSULT CONSERVATION INSPECTOR ON MAINTENANCE AND FERTILIZATION AFTER PERMANENT COVER IS ESTABLISHED

EROSION CONTROL SEQUENCE OF CONSTRUCTION

1. CLEARING AND GRUBBING THOSE AREAS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
2. INSTALLATION OF SEDIMENT BASINS AND TRAPS.
3. CONSTRUCTION OF PERIMETER CONTROLS.
4. REMAINING CLEARING AND GRUBBING.
5. ROAD GRADING.
6. GRADING FOR THE REMAINDER OF THE SITE.
7. CONSTRUCTION. PROTECT STORM DRAINS UNTIL AFTER COMPLETION OF CONSTRUCTION.
8. FINAL GRADING, LANDSCAPING AND STABILIZATION.
9. REMOVABLE OF SEDIMENT MEASURES.



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

N.T.S.

MAINTENANCE

INSPECT ALL MULCHES PERIODICALLY, AND AFTER RAINSTORMS TO CHECK FOR RILL EROSION DISLOCATION, OR FAILURE. WHERE EROSION IS OBSERVED, APPLY ADDITIONAL MULCH. IF WASHOUT OCCURS, REPAIR THE SLOPE GRADE, RESEED, AND REINSTALL MULCH. CONTINUE INSPECTIONS UNTIL VEGETATION IS FIRMLY ESTABLISHED.

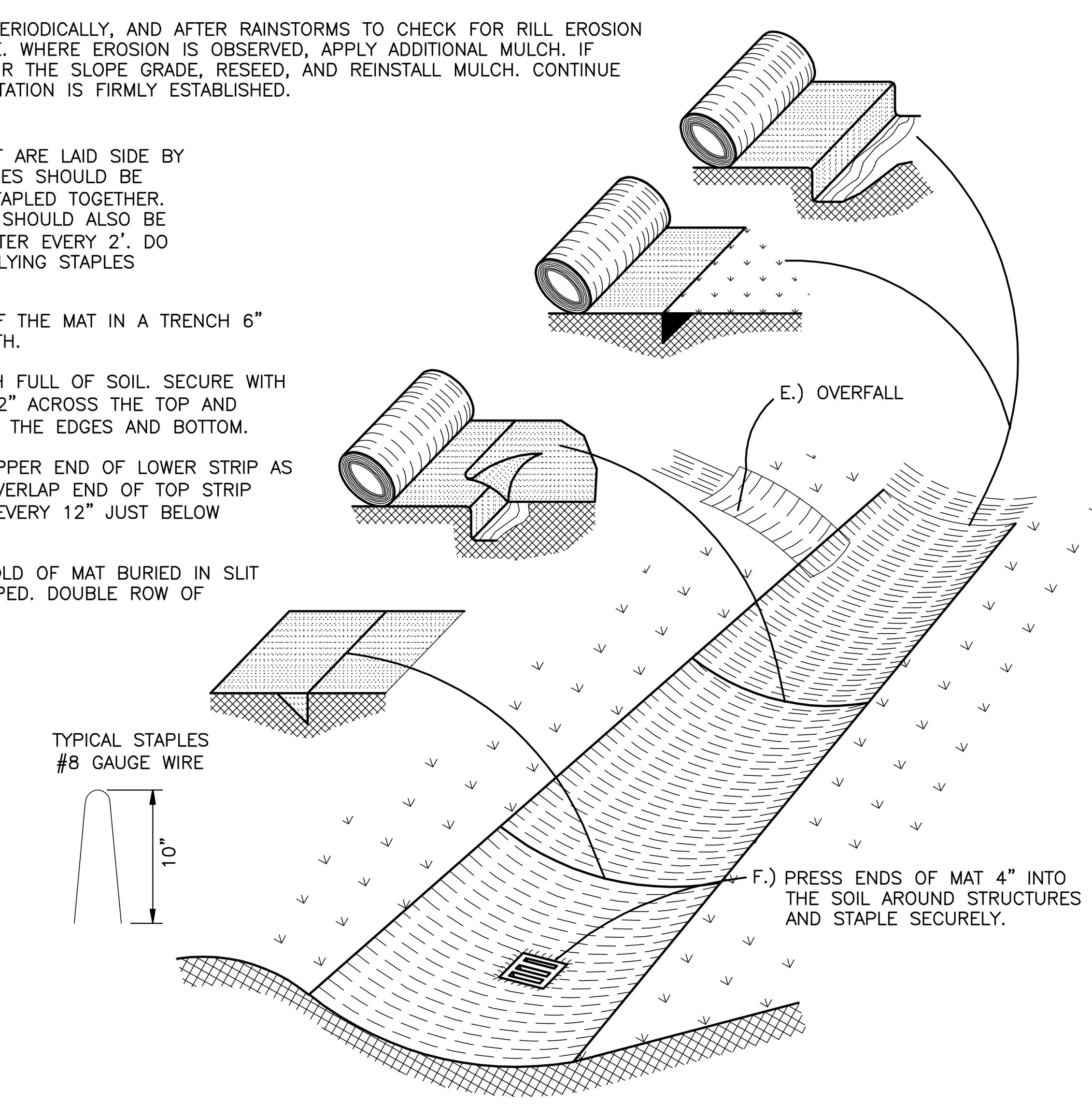
WHERE 2 STRIPS OF MAT ARE LAID SIDE BY SIDE, THE ADJACENT EDGES SHOULD BE OVERLAPPED 12" AND STAPLED TOGETHER. EACH STRIP OF NETTING SHOULD ALSO BE STAPLED DOWN THE CENTER EVERY 2'. DO NOT STRETCH WHEN APPLYING STAPLES

A. BURY THE TOP OF THE MAT IN A TRENCH 6" OR MORE IN DEPTH.

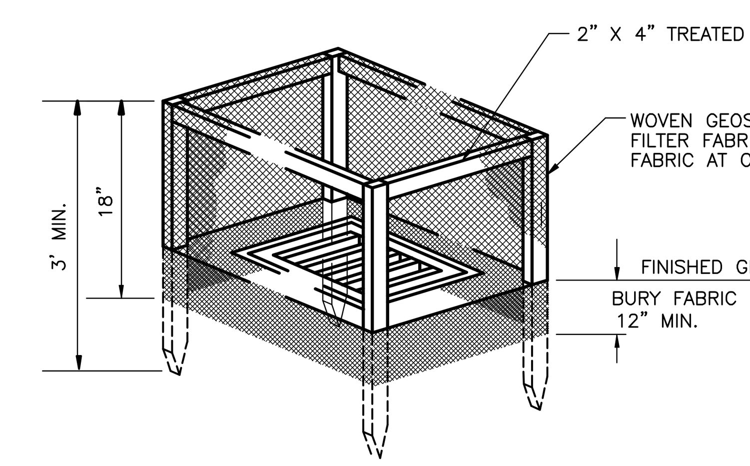
B. TAMP THE TRENCH FULL OF SOIL. SECURE WITH STAPLES EVERY 12" ACROSS THE TOP AND EVERY 3' AROUND THE EDGES AND BOTTOM.

C. OVERLAP BURY UPPER END OF LOWER STRIP AS IN 'A' AND 'B'. OVERLAP END OF TOP STRIP 18" AND STAPLE EVERY 12" JUST BELOW ANCHOR SLOT.

D. EROSION STOP FOLD OF MAT BURIED IN SLIT TRENCH AND TAMPED. DOUBLE ROW OF STAPLES.

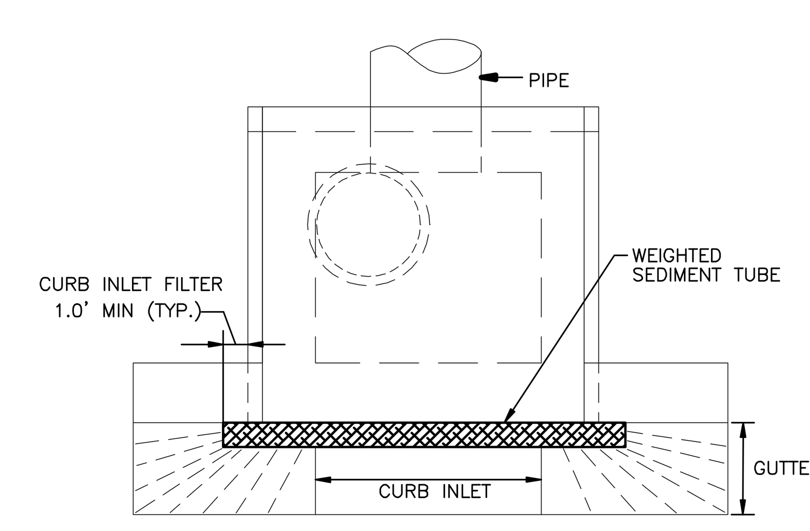


DETAILS FOR STABILIZING SWALES

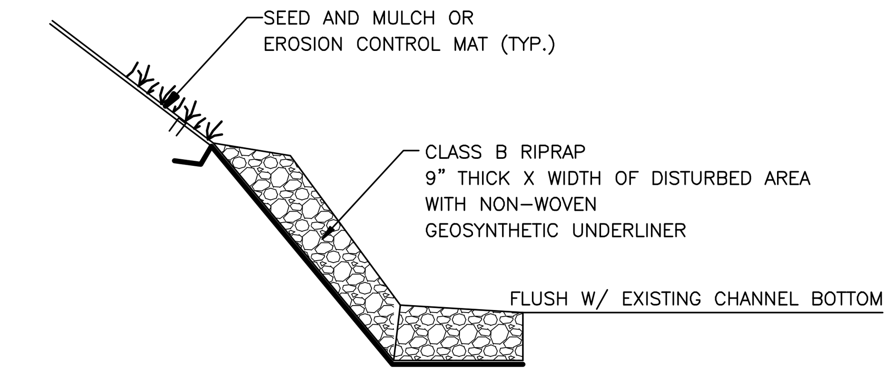


TEMPORARY INLET PROTECTION DETAIL

N.T.S.

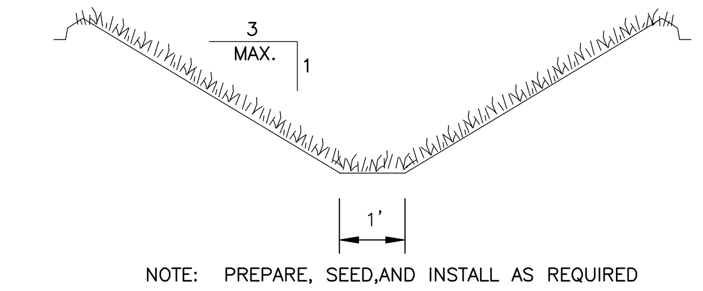


TEMPORARY CURB INLET PROTECTION DETAIL



RIP RAP SLOPE PROTECTION

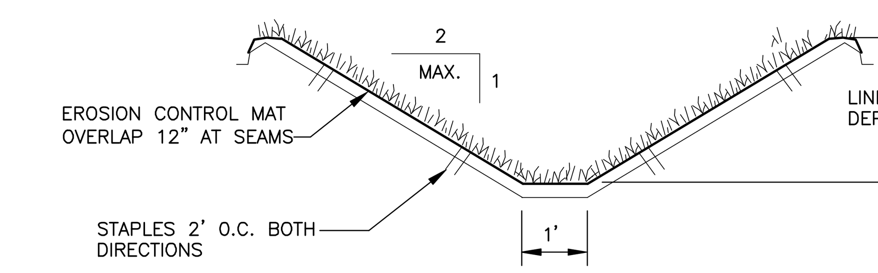
N.T.S.



NOTE: PREPARE, SEED,AND INSTALL AS REQUIRED

GRASS (SEEDED) SWALE

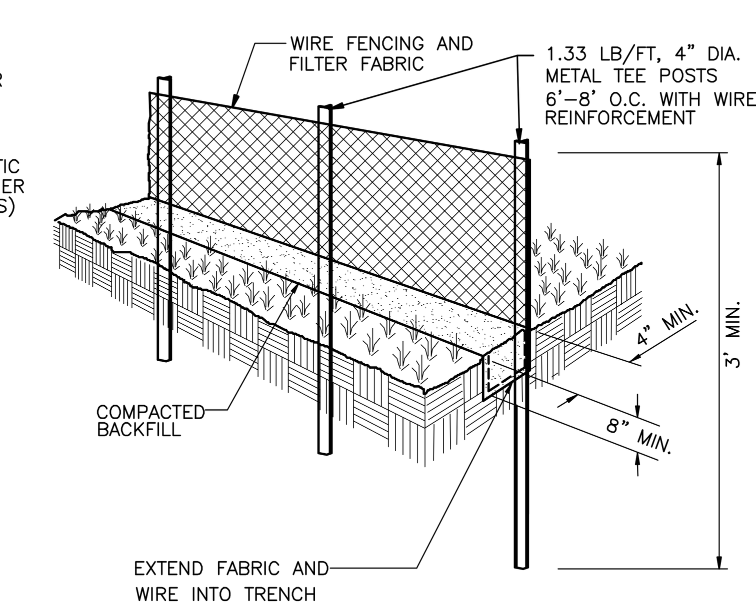
N.T.S.



NOTE: PREPARE, SEED,AND INSTALL EROSION CONTROL MAT ON DISTURBED AREA OF DITCH.

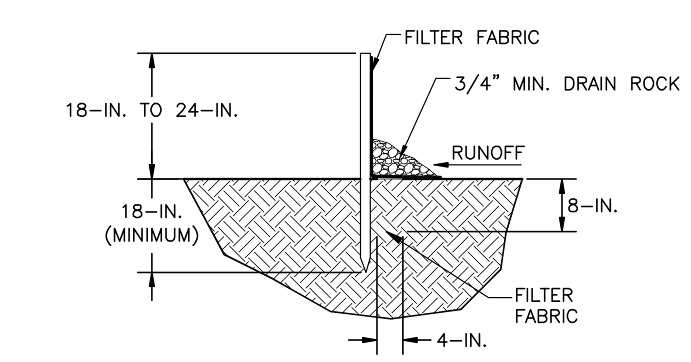
EROSION CONTROL MAT SWALE

N.T.S.



SILT FENCE DETAIL

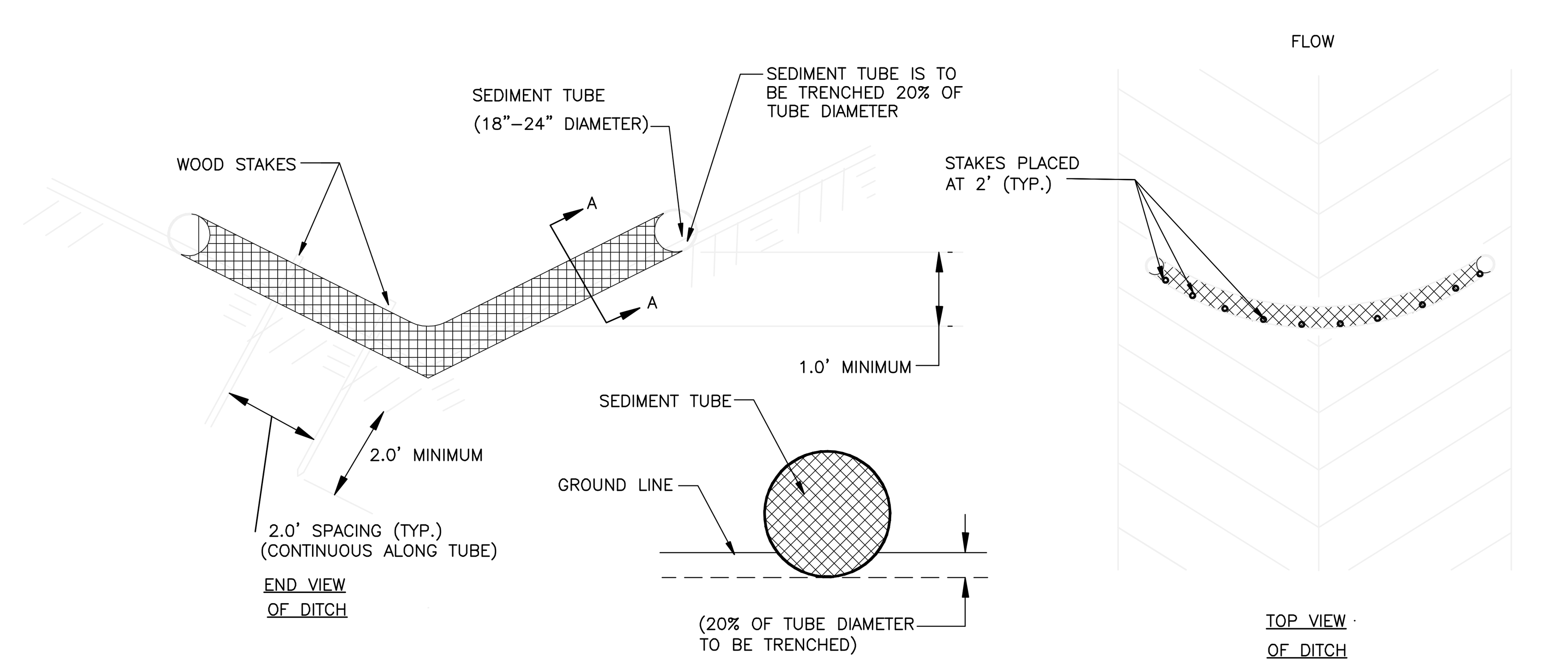
N.T.S.



NOTE: TO BE USED UNDER TREE CANOPIES FOR TREES 6" DIA OR GREATER. AVOID COMPACTION AND ROOT CUTTING WITHIN 1.5 FEET MULTIPLIED BY THE INCH DIAMETER OF THE TREE (1.5 X DBH).

CRITICAL ROOT ZONE SILT FENCE INSTALLATION

N.T.S.



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N.T.S.

South Carolina 811
Call 811 Before you Dig

REVISIONS			
SYM.	DESCRIPTION	DATE	BY

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No.15581 PHILEMON B. WATERS, IV

LOWCOUNTRY ENGINEERING CONSULTANTS, LLC CERTIFICATE OF AUTHORIZATION No.4039

LOWCOUNTRY
ENGINEERING CONSULTANTS, LLC

EROSION CONTROL DETAILS

HILTON HEAD PUBLIC SERVICE DISTRICT
GUMTREE SEWER
BEAUFORT COUNTY, SOUTH CAROLINA

DATE:	MARCH 2015
DESIGNED:	P.B.W.
DRAWN:	K.A.B.
CHECKED:	P.B.W.

SHEET NO. 11

TOWN OF HILTON HEAD ISLAND

Public Projects and Facilities Department

TO: Stephen G. Riley, Town Manager
VIA: Scott Liggett, *Director of Public Projects & Facilities*
FROM: Jeff Buckalew, *Town Engineer*
CC: Brian Hulbert, *Staff Attorney*
Susan Simmons, *Finance Director*
DATE April 28, 2015
SUBJECT: Memorandum of Agreement for the Construction and Operation of a Boat Storage Shed at the Rowing and Sailing Center at Squire Pope Community Park

---

Recommendation:

On April 26, 2015, the Public Facilities Committee recommended 3-0 to forward this agreement to Town Council recommending approval. Staff recommends Town Council authorize the Town Manager to execute an agreement with Hilton Head Island Crew for the construction and operation of a boat storage shed located within the fenced storage yard at the Rowing and Sailing Center at Squire Pope Community Park.

Summary:

Hilton Head Island Crew, which operates under the Palmetto Rowing Club, has proposed to fully fund and construct a covered boat storage shed within the fenced storage yard of the park, to provide shelter for rowing shells, oars, small sailing vessels and other equipment. Once constructed, the Town will take over ownership and operation of the structure. Hilton Head Island Crew will pay the Town a monthly fee of $150.00 to use a portion of the shed and shall be responsible for maintenance costs associated with that portion of the shed. The remaining space will be utilized and managed by the Island Recreation Center. This Memorandum of Agreement (MOA) defines the roles and responsibilities of each party through construction and future use of the facility.

Background:

The Town owns and operates the property and park appurtenances known as the Rowing and Sailing Center at Squire Pope Community Park. The master plan for this park was amended by Town Council in November, 2014 to include the addition of a boat storage shed, of similar size, shape and location as is now being proposed for construction. Hilton Head Island Crew has executed a contract with a licensed and insured local contractor to construct the shed and has escrowed funds with the Town in the amount of the contract price plus a 10% contingency. Hilton Head Island Crew shall be solely responsible for funding the construction. The construction is expected to take 52 days and will be governed by the terms and conditions of the MOA and building permit. The term of the agreement runs through December 31, 2020, but may be terminated by either party with 30 days prior written notice.

Attachments

EXHIBIT A

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
COUNTY OF BEAUFORT)

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 by and between the Town of Hilton Head Island, South Carolina (hereafter referred to as the "Town), and Hilton Head Island Crew.

WHEREAS, The Town is the owner of the Rowing and Sailing Center at Squire Pope Community Park, which is located within the Town of Hilton Head Island, South Carolina and is managed by the Hilton Head Island Recreation Association.

WHEREAS, Hilton Head Island Crew desires to construct a storage shed at the Rowing and Sailing Center at Squire Pope Community Park for purposes of storing their boats and equipment.

WHEREAS, The Town is willing to provide an area within the Park for purposes of the Hilton Head Island Crew to construct a storage shed, which shall be owned and operated by the Town, to be used for the storage of boats and equipment by Hilton Head Island Crew, Hilton Head Island Recreation Association, and members of the general public.

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

1. **The Town**

   a. Upon submission of proper documentation that Hilton Head Island Crew has sufficient funds for the construction project, approved building plans, and a properly executed contract with a licensed and insured general contractor, shall make land available for the construction of a storage shed at the Rowing and Sailing Center at Squire Pope Community Park.

   b. Upon completion of the construction of the storage shed at the Rowing and Sailing Center at Squire Pope Community Park, shall allow Hilton Head Island Crew to utilize a portion of the storage shed to store their boats and equipment.

   c. Upon completion of the storage shed at the Rowing and Sailing Center at Squire Pope Community Park will allow Hilton Head Island Crew personnel access to the Park and storage shed, to include after the park has been closed to the general public, for purposes of accessing the storage shed to store or gain access to their boats and equipment. If Hilton Head Island Crew accesses the park after hours and then leaves the park unsecured, the Town may revoke their privilege to access the park after hours.

d. Shall pay all utility bills, to include electric and water, associated with the use of the storage shed.

2. <u>Hilton Head Island Crew</u>

a. Shall obtain all necessary permits and approvals and submit these and the design plans for the storage shed to the Town before the Town will issue a written Notice To Proceed.

b. Shall ensure that a properly licensed general contractor is employed by them to construct the storage shed at the Rowing and Sailing Center at Squire Pope Community Park. The contractor must have a current business license to do business within the Town and general contractor's license issued by the state of South Carolina. Hilton Head Island Crew or general contractor shall ensure that all necessary permits are obtained prior to construction. Hilton Head Island Crew or Contractor must obtain a Builder's Risk insurance policy in the amount of the construction cost for the storage shed.

c. Shall ensure that the contract that they enter into with the general contractor for the construction of the storage shed at the Rowing and Sailing Center at Squire Pope Community Park includes the requirement appropriate liability insurance in an amount not less than One Million dollars ($1,000,000.00) and appropriate workers compensation policy which name the Town as an additional insured, and a requirement that the construction be completed within fifty-two (52) calendar days once a notice to proceed has been issued by the Town, that the general contractor stay within the approved construction site at the park (as shown in Exhibit A), except for accessing the site through other parts of the park, that construction only occurs between the hours of 7:00 am and 7:00 pm Monday through Friday, and that the contractor shall be responsible to repair or pay for any damages caused to the park. There shall be no weekend or holiday work allowed at the construction site at the park. Hilton Head Island Crew and their general contractor shall be responsible for securing the site during the extent of the construction period and shall ensure that the construction site is maintained in a neat, orderly and safe condition so as to not be an eyesore or safety hazard to the general public.

d. Shall be responsible for the total gross cost of the designing, permitting and construction of the structure. They shall ensure that they have sufficient funds for the construction of the storage shed, to include the structure, any fencing, and any necessary infrastructure or utilities. Sufficient funds must include a minimum of a ten percent contingency fund for change order and quantity overruns over and above the contract price for the cost of construction of the storage shed. Proof of sufficient funds shall be provided to the Director of Public Projects and Facilities prior to final approval to proceed with construction is granted by the Town.

e. Understands that the Town and Island Recreation Association shall not be liable or responsible for any damage, theft, or loss which occurs at the construction site within the Rowing and Sailing Center at Squire Pope Community Park during the construction of the storage shed. Hilton Head Island Crew and general contractor shall indemnify and hold the Town harmless against any claims resulting from construction of the structure at the Park.

f. Understands and acknowledges that construction may not begin until Hilton Head Island Crew receives written authorization to proceed from the Town. All work and materials shall be warranted by the contractor to the Town for a period of one year after substantial completion of the structure.

g. Shall pay the Town a monthly usage fee of One Hundred and Fifty ($150.00) dollars per month for use of the storage shed at the Rowing and Sailing Center at Squire Pope Community Park. The monthly usage fee shall begin on the first day after issuance of a certificate of occupancy is provided by the Town after the completion of the storage shed. If Hilton Head Island Crew is late more than fifteen (15) days in payment of the monthly usage fee, the Town may revoke or restrict their usage privileges of the storage shed and park as the Town deems appropriate.

h. Shall be responsible for any maintenance costs associated with the areas of the storage shed which is used by Hilton Head Island Crew.

Term

This agreement shall be effective from the date of execution until December 31, 2020. The agreement shall automatically renew each year unless written notice of intent to terminate is received at least 90 days prior to expiration.

3. Termination.

The Town or Hilton Head Island Crew may terminate this Agreement in whole or in part for convenience with thirty (30) days prior written notice.

4. Court Decisions

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

5. Governed by South Carolina Law

This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

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

Town of Hilton Head Island

_____ **By:** _____

WITNESS **Stephen G. Riley, ICMA – CM**
Town Manager

_____

WITNESS

Hilton Head Island Crew

_____

WITNESS **By:** _____

David A. Erdman
President

_____

WITNESS

EXHIBIT B

CONSTRUCTION CONTRACT

AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the Fifteenth day of ~~January~~ APRIL in the year Two Thousand Fifteen JNX/
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Palmetto Rowing Club d/b/a Hilton Head Island Crew Non-Profit Org.
Attn: David A. Erdman
2 Neptune Court
Hilton Head Island, S.C. 29926

and the Contractor:
(Name, legal status, address and other information)

Nix Construction Company Inc. C-Corp
P.O. Box 7667
Hilton Head Island, S.C. 29938-7667
Joseph E. Nix Jr., President

for the following Project:
(Name, location and detailed description)

Rowing Association - Skull Storage Facility
133 Squire Pope Road
Hilton Head Island, S.C.
Storage Shed

The Architect:
(Name, legal status, address and other information)

Lee and Parker Architects
P.O. Box 5010
Hilton Head Island, S.C. 29938

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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JNX

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TABLE OF ARTICLES

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2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 ARCHITECT

11 SUBCONTRACTORS

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13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE & BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of commencement shall be fixed in a notice to proceed by the Owner

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§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~80~~ (Eighty) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The date of commencement shall be fixed in a notice to proceed by the Onwer.

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Penalty for Late Completion is $ 200 per day.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be $ 64,900.00 ($ Sixty Four Thousand Nine Hundred and 00/100), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Modifications to existing fence	$ 2,000
Installation of two Hose Bibbs	$ 1,200

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§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 29th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 10 (Ten) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Ten Percent Retainage will be held on Partial Draws. Retainage Balance is due upon completion.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and

.3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 21.4 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Specifications for Project are noted on Lee and Parker Plans dated June 02, 2014, Sheets C.0, A.1, A.2, A.3

Section	Title	Date	Pages

§ 6.1.4 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
C.O	Cover page	June 02, 2014
A.1	Site Building plan	June 02, 2014
A.2	Sections	June 02, 2014
A.3	Sections	June 02, 2014

§ 6.1.5 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

.1 Exhibit A, Determination of the Cost of the Work, if applicable.
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be

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construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may

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have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

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§ 9.5 TAXES
The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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§ 9.12 CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

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§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

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§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are

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received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

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§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
David Erdman Authorized Agent	Joseph E. Nix Jr. President
(Printed name and title)	*(Printed name and title)*

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THE PROFESSIONAL BLD., # 203
P.O. BOX 7667, H.H. IS. S.C. 29938
PH. 843-341-2330 FX. 843-341-2320
EMAIL: joenix@nixconstruction.com

CONTRACT EXHIBIT A

January 15, 2015

Mr. Luther Strayer III
2 Wild Laurel lane
Hilton Head Island, SC 29926

Re: Open Air Shell Storage facility
Town Sailing and Rowing Center

Dear Lou,

This is the contract proposal for the construction of the Storage Facility as designed by Lee and Parker Architects. The plans we quoted from are dated June 02, 2014, Sheets C.0, A.1, A.2, A.3.
We were issued no site plans, but our understanding is that this storage shed will be located Inside the existing fenced in gravel area. Our bid proposal does not include any site work outside of the footprint of the new shed.
Please review our proposal and let me know if you have any questions.

Scope of work – Rowing Shell Storage Facility

1. Provide all necessary general conditions required to complete the work in a supervised, safe and timely manner.
2. Construct the new storage facility per the plans provided by Lee and Parker.
3. Provide final Certificate of completion from Town of Hilton Head.

Cost of the Work

1. Total cost of Construction is.....$ 64,900.00

Allowances included in the Bid

1. We have included $ 1,200 in our bid price to install two frost proof hose bibs. We are unable to nail down an exact cost without plumbing plans and existing line locations.
2. The allowance included for modifications to the existing chain link fence is $ 2,000.

Qualifications

1. Price is good for 45 days.
2. 3rd Party testing is not included.
3. Bonds are not included.
4. Existing stone gravel will be left on site, not hauled off.

JN
S

5. Painting of the structure is not included.
6. The electrical price is based on work starting at the pedestal junction Box near the front of the storage shed.
7. Pricing for support posts is based on virgin soils with no underground obstructions or utilities in the path of the new support posts.
8. Ventilation fans are not included, only junction boxes.

Deposit / Draws

1. Deposit required with the contract amount is $ 5,000.
2. Balance is due upon completion.

Schedule

1. Obtain a Town Bld. Permit – 10 days.
2. Complete the Project – 80 calendar days after notice to proceed

Owners Approval and Acceptance:

Sign: _____ Luther M Stanger Jr 16 Jan 2015

Date: 4/15/15

End of Proposal .....Joe Nix., President - Nix Const. Co. Inc. 01-15-15

JNX

JN.

(2)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joseph E. Nix Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:38:54 on 01/15/2015 under Order No. 2233383088_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Joseph E Nix

(Signed)

Pres.

(Title)

01-15-15

(Dated)

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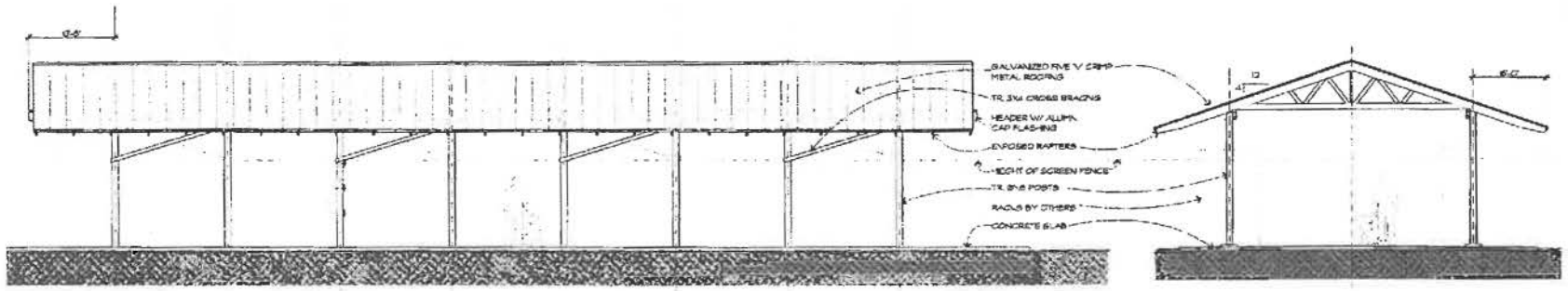
EXHIBIT C



ARTIST RENDERING SUBJECT TO CHANGE

A NEW ROWING SHELL STORAGE FACILITY

INDEX OF DRAWINGS:

ARCHITECTURAL:

CS-1 COVER SHEET

A-1 SITE & FLOOR PLAN

A-2 BUILDING ELEVATIONS

A-3 BUILDING SECTION

DESIGN CRITERIA

DESCRIPTON:

A ROOFED OPEN AIR ROWING SHELL STORAGE FACILITY

Design Criteria for Code Compliance as of: IBC 2012

Occupancy: UTILITY

Type of Construction: 5 --Protected/Unprotected

Sprinkler: NO

ALLOWABLE BUILDING AREAS (Table 503):

Gross outside of walls including covered walkways and walks.

Building Floor Areas		Actual		Allowed
1st	1 Floor =		Floor =	
2nd	2 Floor =	NA	Floor =	NA
	Total =		Total =	

Allowable Areas Increase: NA

LEE & PARKER

architects

Post Office Box 5010
Hilton Head Island
South Carolina
29938
843.785.5171

A new facility for:

HHI ROWING & SAILING

Hilton Head Island, S. C.

REVISIONS	DATE

DRAWN BY: T.D.

CHECKED BY: T.D.

DATE OF ISSUE: 04/14/15

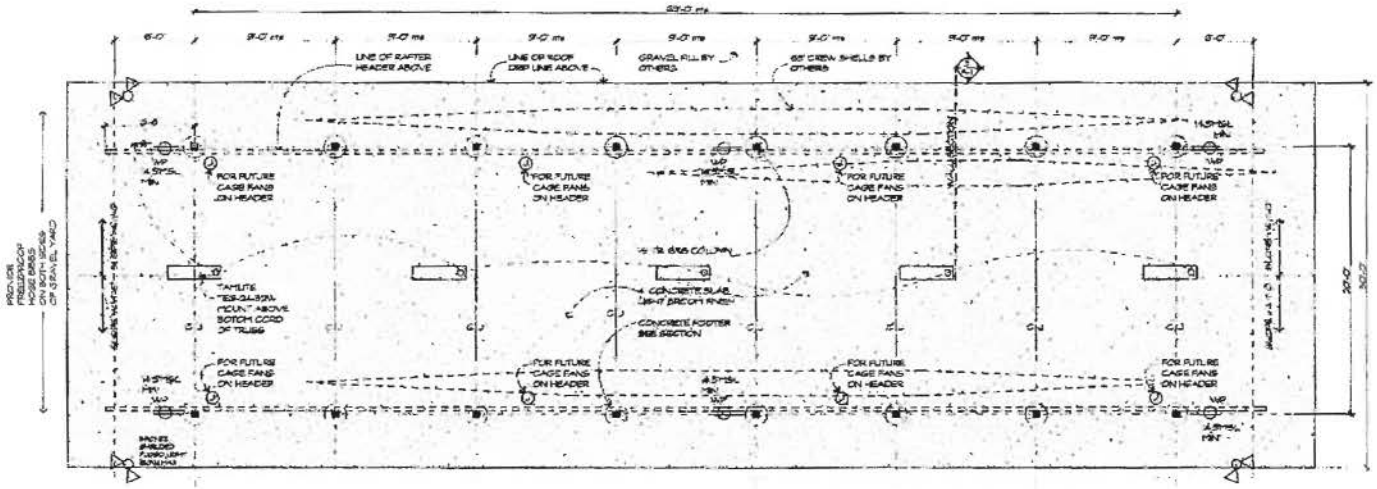
SCALE:

JOB NO.: 0000

SHEET

C.0

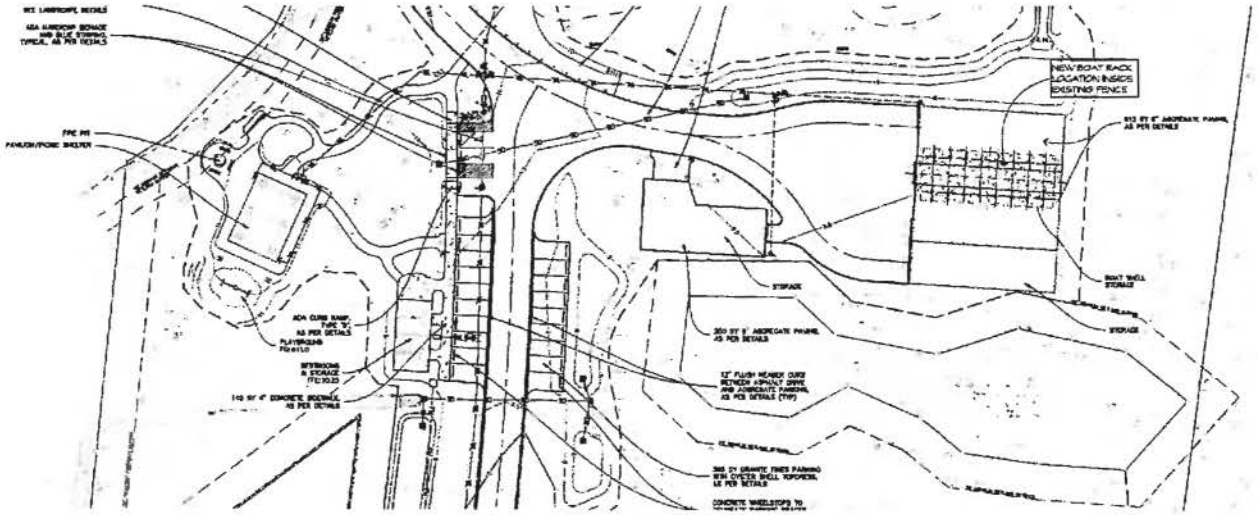
OF SHEETS



BUILDING PLAN

SCALE 1/4"=1'-0"

1 A-1



SITE LOCATION

SCALE 1'-0" = 30'-0"

2 A-1

LEE & PARKER

architects

Post Office Box 5210
Hilton Head Island
South Carolina
29938
843.785. 5171

A new facility for:

HHI ROWING & SAILING

Hilton Head Island, S. C.

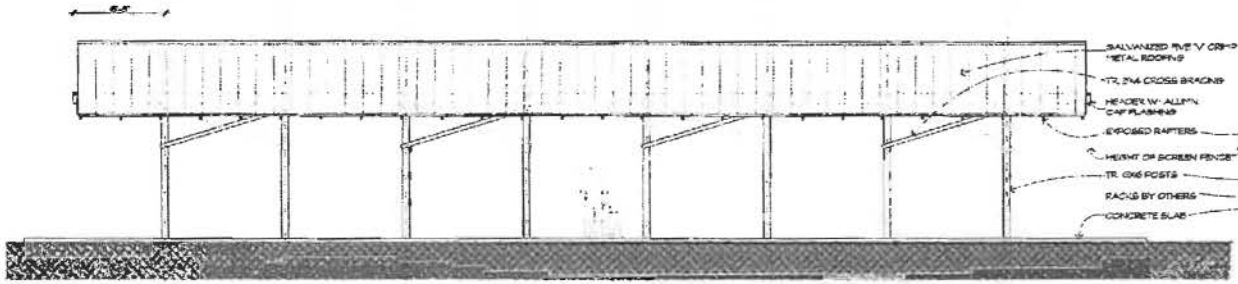
REVISIONS	DATE

DATE OF ISSUE: 04/14/15

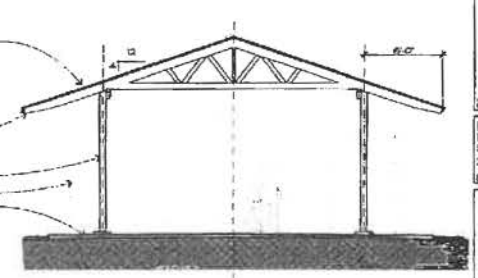
JOB NO. 0030

SHEET

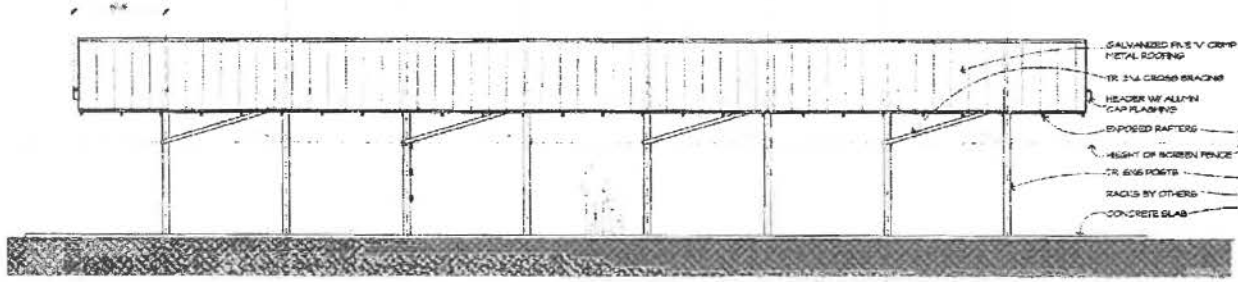
A.1



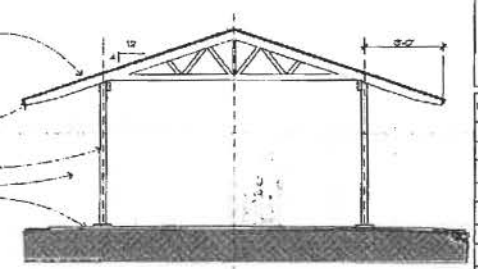
LEFT SIDE ELEVATION (1 / A-2)
SCALE: 1/4"=1'-0"



FRONT ELEVATION (2 / A-2)
SCALE: 1/4"=1'-0"



RIGHT SIDE ELEVATION (3 / A-2)
SCALE: 1/4"=1'-0"



REAR ELEVATION (4 / A-2)
SCALE: 1/4"=1'-0"

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A new facility for:
HHI ROWING & SAILING
Hilton Head Island, S. C.

REVISIONS	DATE

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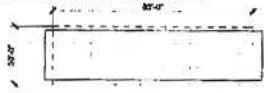
CHECKED BY
DATE OF ISSUE 04/14/15
SCALE
JOB NO. 0000
SHEET **A.2**
OF SHEETS

SHELL RACKING SYSTEM

HILTON HEAD ISLAND , S.C. 02/14/15 1/2

WIND RESISTANCE CALULATIONS:



PLAN

PLAN

GENERAL :

REFERENCE: IBC 2012
Vsn = 130 M.P.H. ASCE/SEI 7.10
EXPOSURE CAT. C I = 1.0
ROOF PITCH = 4/12
DESIGN LOADS: 20PSF LL
15PSF DL

UPLIFT: USE 35#/SQ. FT. (EXCEEDS CODE)

RAFTERS TO PLATE:
UPLIFT = (30'/2+2) 34"/12" PER FT. (35-15#/SQ. FT. D.LOAD) = 450#
USE (2) SIMPSON TB64 CLIPS RATED @ 850#= 1,700# TOTAL> 450# O.K.

BOLTS:
MAIN FRAME CONECTIONS:
DBL , A325 3/4" DIAM. GALVANIZED THROUGH BOLTS @ (10) 60k
TR. WOOD COLUMNS RATED @ 12 KIPS EA. 16X12,000=192,000 O.K.

GENERAL

UPLIFT

SHELL RACKING SYSTEM

HILTON HEAD ISLAND , S.C. 02/14/15 2/2

HOLD DOWNS:

REQUIRED LOAD= 450# x 21 TRUSSES = 9,450# UP
(16) COLUMNS EMBEDDED IN CONCRETE, 9540/16=596# PER COLUMN
2'-6" X 2'-0" X 9'-0" CONC. FOOTERS @ 145 PCF=2500# > 596# O.K.

COLUMNS:

L = 11'-0"
SPACING @ AVARAGE OF 9'-0" O.C.
DEF. ALLOWED 11.0' / 360= .03" O.K.

STABILITY:

STABILITY PROVIDED BY FIXED BASE COLUMN & 2X4 CROSS BRACING & 3/4" DIAM THROUGH BOLTS @ EVERY OTHER BAY

RAFTERS/TRUSSES:

SLOPE 4/12
NO CALCULATIONS REQUIRED AS SLOPE IS LESS THAN 7/12

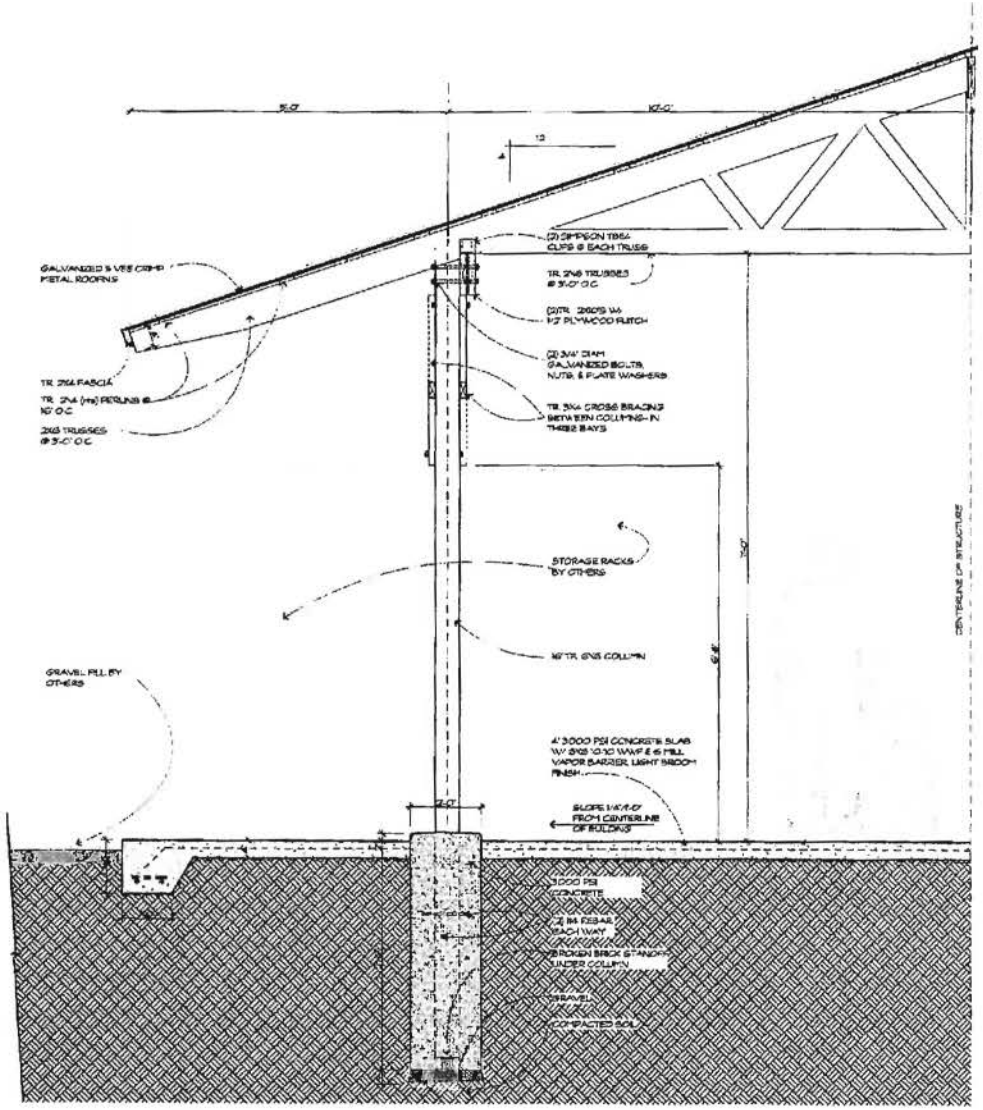
END OF CALCULATIONS:

HOLD DOWNS

COLUMNS

STABILITY

RAFTERS



BUILDING SECTION + DETAIL

SCALE 1/4"=1'-0"

2/A-1

LEE & PARKER

architects

Post Office Box 5010
Hilton Head Island
South Carolina
29938
843.785. 5171

A new facility for:

HHI ROWING & SAILING

Hilton Head Island, S. C.

REVISIONS	DATE

DRAWN BY

TO

CHECKED BY

BY

DATE OF ISSUE: 04/14/15

SCALE

JOB NO. 9000

SHEET

A.3

OF SHEETS

MEMORANDUM

TO: Town Council

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

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

DATE: April 23, 2015

RE: **First Reading of Proposed Ordinance No. 2015-13**

Recommendation:
Staff recommends Council approve first reading by title only of Proposed Ordinance No. 2015-13 establishing the fiscal year 2016 General, Capital Projects, Debt Service and Stormwater Funds' budgets.

Summary:
The Town formally establishes a budget for four of its funds; it also presents information on the remaining funds as they are a primary source of funding for the formally budgeted funds. Throughout May and June, the Town holds a series of budget workshops in addition to the three actions it takes in Council meetings (1st reading, revised 1st reading, and 2nd reading).

Background:
The attached ordinance does not include supporting documentation or include the proposed millage. At the Council meeting, the Town Manager will provide the ordinance with proposed millage, budgeted financial statements, and a Powerpoint presentation highlighting the proposed budgets.

In subsequent workshops and meetings per the budget calendar, staff will present details of the designated budgets; affiliated agencies will present their requests to Council. At those meetings, Council and the public will offer comments and questions on the budgets. Staff will make any Council-directed changes to the budget and maintain a running tally of the net changes in amounts.

Our goal is that the public hearing and revised 1st reading will be June 9, 2015 and 2nd reading will be at Council's regular meeting on June 16, 2015. *If additional time and meetings become necessary, the Town has reserved June 23, 2015 at 4:00 p.m. for the 2nd (final) reading.*

ORDINANCE NO. _____ **PROPOSED ORDINANCE NO. 2015-13**

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2016; TO ESTABLISH A PROPERTY TAX LEVY; TO ESTABLISH FUNDS; TO ESTABLISH A POLICY FOR ACQUISITION OF RIGHTS OF WAY AND EASEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 5-7-260(3) of the Code of Laws for South Carolina 1976, as amended, and Section 2-7-20 of the Municipal Code of the Town of Hilton Head Island, South Carolina, require that the Town Council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, Town Council also desires to set aside funds for an Operating Reserve to provide for emergency-related expenditures and to offset fiscal year tax revenue income stream deficiency; and

WHEREAS, Town Council finds that it would be more economical and efficient to authorize the Town Manager to move forward with construction contract modifications, change orders, contract price adjustments, and execution of contracts for supplies, services, and construction where the contract amount involved does not exceed the budget line item or project budget as approved by Town Council in the Consolidated Municipal Budget.

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

NOTE: **Underlined and bold-face typed** portions indicate additions to the Ordinance. ~~Stricken~~ Portions indicate deletions to the Ordinance.

Section 1. Adoption of the Budget. The prepared budget of estimated revenues and expenses, a copy of which is attached hereto and incorporated herein, is hereby adopted as the budget for the Town of Hilton Head Island for the fiscal year ending June 30, 2016.

Section 2. Establishment of Property Tax Levy. A tax to cover the period from July 1, 2015 through June 30, 2016, inclusive, for the sums and in the manner hereinafter mentioned, is and shall be, levied, collected and paid into the treasury of the Town of Hilton Head Island for its uses at a rate of mills on assessed value of real estate and personal property of every description owned in the Town of Hilton Head Island, except such property as is exempt from taxation under the Constitution and laws of the State of South Carolina. Said tax levy shall be paid into the Town Treasury for the credit of the Town of Hilton Head Island for its corporate purposes, for the purpose of paying current operational expenses of the said municipality _____ mils, Debt Service ____ mils, and Capital Projects Fund .84 mils making the total levy of _____ mils.

Section 3. Establishment of Funds. To facilitate operations, there shall be established and maintained a General Fund, a Capital Projects Fund, a Debt Service Fund, a Stormwater Fund and other appropriate funds in such amounts as are provided for in the aforesaid Budget, as hereby adopted or as hereafter modified pursuant to law.

Section 4. Acquisition of Rights of Way and Easements. The Town Manager is charged with the duty of executing all necessary documents to obtain rights of way, easements, and other property interests necessary to complete duly authorized Capital Improvement Projects. Capital Improvement Projects based on the ownership and life expectancy of the assets or improvements or based on the funding source authorized may be budgeted in the General, Capital Projects or Stormwater Funds. If expenditures are expressly authorized for an approved Capital Improvement Project in any of the budgeted funds, then the Town Manager is hereby authorized to execute all necessary documents and to expend such funds as are approved pursuant to the Capital Improvement budgets. Provided, however, in the event that the costs of an acquisition of such real property interests materially exceeds the amount budgeted in the approved Capital Improvement Project and the Town Manager is unable to shift additional funds from other authorized sources, the Town Manager shall be required to obtain the approval of Town Council for such additional expenditures. Nothing herein shall obviate the requirement that no condemnations shall be commenced without the appropriate approval of the Town Council for the Town of Hilton Head Island.

Section 5 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 6. Effective Date. This Ordinance shall be effective upon its enactment by the Town Council for the Town of Hilton Head Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2015.

_____
David Bennett, Mayor

ATTEST:

_____
Victoria L. Pfannenschmidt, Town Clerk

First Reading: _____
Public Hearing: _____
Revised First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

_____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____