



# **The Town of Hilton Head Island**

## **Regular Town Council Meeting**

**April 3, 2018**

**4:00 P.M. EXECUTIVE SESSION**

**5:00 P.M. REGULAR MEETING**

**BENJAMIN M. RACUSIN COUNCIL CHAMBERS**

## **AGENDA**

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**As a courtesy to others please turn off/silence ALL mobile devices during the Town Council Meeting, Thank You.**

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Executive Session**
  - a. Land Acquisition:**

Discussion of negotiations incident to the proposed sale, lease or purchase of property in the:

    - i. Mathews Drive area.**
- 4. Pledge to the Flag – 5:00 p.m.**
- 5. Invocation**
- 6. Proclamations & Commendations**
  - a. USCG Auxiliary National Safe Boating Week**
  - b. Boys & Girls Club Week**
- 7. Approval of Minutes**
  - a. Town Council Meeting, March 20, 2018**
- 8. Report of Town Manager**
  - a. USCB - Quarterly Update – Dr. Charlie Calvert**
  - b. Items of Interest**
    - i. Town News**
    - ii. Noteworthy Events**

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

- a. General Reports from Council
- b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman
- c. Report of the Community Services Committee – Kim Likins, Chairman
- d. Report of the Public Planning Committee – David Ames, Chairman
- e. Report of the Public Facilities Committee – Marc Grant, Chairman
- f. Report of the Finance & Administrative Committee – John McCann, Chairman

## **10. Appearance by Citizens**

## **11. Unfinished Business**

### **a. Second Reading of Proposed Ordinance 2018-01**

Second Reading of Proposed Ordinance 2018-01 to amend Title 16, “The Land Management Ordinance” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to those certain parcels identified as Parcel 375 on Beaufort County Tax Map #4 [Property 5] and Parcel 221 on the Beaufort County Tax Map #8 [Property 6] to rezone the parcels from LC (Light Commercial) Zoning District to the IL (Light Industrial) Zoning District and providing for severability and effective date.

### **b. Second Reading of Proposed Ordinance 2018-02**

Second Reading of Proposed Ordinance 2018-02 to amend Title 16, “The Land Management Ordinance” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to that certain parcel identified as Parcel 344 on Beaufort County Tax Map #4 to rezone the parcel from the LC (Light Commercial) Zoning District to the PD-1 (Planned Development Mixed-Use) Zoning District, specifically part of the Palmetto Hall Master Plan, changing the allowable uses to airfield maintenance office and storage, taxiway, community services, government uses, contractor’s office, other office uses, landscape businesses, auto rentals, taxicab services, warehouse and self-service storage; limiting the height to a maximum of 45’ over Base Flood Evaluation (BFE); limiting the density to 10,000 GFA (Gross Floor Area) per net acre and providing for severability and effective date.

### **c. Second Reading of Proposed Ordinance 2018-03**

Second Reading of Proposed Ordinance 2018-03 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a lease with the Island Recreation Association, Inc. for property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.

## **12. New Business**

### **a. Consideration of a Resolution - Annual Fair Housing Month**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina proclaiming April 2018 as Fair Housing Month.

### **b. Consideration of a Resolution – Authorizing the Execution of a Gift Agreement for the Acquisition of Public Art**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution of a Gift Agreement with the Community Foundation of the Lowcountry for the acquisition of the “CYCLE” sculpture.

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

## **14. Adjournment**

# PROCLAMATION

BY  
THE TOWN OF HILTON HEAD ISLAND

*WHEREAS, for nearly 90 million Americans, boating, sailing, paddling, and fishing continues to be a popular recreational activity for people to enjoy time together while exploring our nations waterways; and*

*WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water; and*

*WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and*

*WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors, and a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and*

*WHEREAS, the U.S. Coast Guard prepared a Resolution, and on June 4, 1958, President Dwight D. Eisenhower signed PL 85-445, to establish National Safe Boating Week, which was eventually recognized as the full week (Saturday – Friday) before Memorial Day Weekend each year; and*

*WHEREAS, Flotilla 070-10-11 and its members have exhibited compassion, understanding, and professionalism during the performance of their job in the past year as “lifesavers” in emergency situations.*

*NOW THEREFORE, I, David Bennett, Mayor of the Town of Hilton Head Island, do hereby proclaim May 19, 2018 as:*

## **U.S. COAST GUARD AUXILIARY FLOTILLA 070-10-11 DAY**

*in support of their year-round effort to promote safe boating; and  
the week of May 19th through 25th, 2018 as:*

## **NATIONAL BOAT SAFETY WEEK**

*in the Town of Hilton Head Island South Carolina, to support the goals of the North American Safe Boating Campaign (Wear It!). I encourage citizens to practice safe boating habits and express appreciation to the U.S. Coast Guard Auxiliary Flotilla 070-10-11 for their commitment and professionalism in keeping our waterways and citizens safe.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this 3rd day of April, in the Year of our Lord, Two Thousand and Eighteen.*

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David Bennett, Mayor

Attest:

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Krista M. Wiedmeyer, Town Clerk

# PROCLAMATION

BY  
THE TOWN OF HILTON HEAD ISLAND



*WHEREAS, the young people of Hilton Head Island, SC are tomorrow's leaders; and*

*WHEREAS, many young people need professional youth services to help them achieve their full potential; and*

*WHEREAS, Boys & Girls Clubs instill young people with the self-confidence to believe they can succeed at anything they put their mind to, and stand at the forefront of efforts in the areas of academic success, healthy lifestyles, good character and citizenship as well as leadership and*

*WHEREAS, Boys & Girls Club organization in Hilton Head help ensure young people have a safe, supportive place to spend time and will provide them with quality youth development programs; and*

*WHEREAS, the Boys & Girls Club of Hilton Head Island will celebrate National Boys & Girls Club Week with some 4,000 Clubs and over 2 million more children and teens nationwide.*

*WHEREAS, this year's competition featured over 230 teams from around the globe, with only the best teams selected to compete in a live championship aboard the International Space Station; and*

*NOW THEREFORE, I, David Bennett, Mayor of the Town of Hilton Head Island, do hereby proclaim the week of April 9<sup>th</sup> through April 13<sup>th</sup>, 2018, as:*

## BOYS & GIRLS CLUB WEEK

*in the Town of Hilton Head Island, South Carolina. Furthermore, I encourage all citizens to join me in recognizing and commending the Boys & Girls Clubs for providing the young people of our communities with comprehensive and effective youth development.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this 3<sup>rd</sup> day of April, in the Year of our Lord, Two Thousand and Eighteen.*

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David Bennett, Mayor

Attest:

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Krista M. Wiedmeyer, Town Clerk

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

**Date: Tuesday, March 20, 2018**

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

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

**Present from Town Staff:** Steve Riley, *Town Manager*, Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Brian Hulbert, *Staff Attorney*; John Tuttle, *Information Technology Director*; Shawn Colin, *Deputy Director of Community Development*; Chris Blankenship, *Deputy Fire Chief – Operations*; Jennifer Ray, *Planning & Special Projects Manager*; Andrew Nicholls, *System Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

**Present from Media:** Alex Kincaid, *Island Packet*

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**1. Call to Order**

Mayor Bennett called the meeting to order at 4:02 p.m.

- 2. FOIA Compliance** - Public notification of this meeting has been published, posted and distributed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**3. Executive Session**

Mr. Riley stated he needed an Executive Session for: (a) Land Acquisition; discussion of negotiations incident to proposed sale, lease or purchase of property land near the (i) Dillon Road area, and (b) Legal Matters; the receipt of legal advice related to pending, threatened, or potential claim related to, (i) Sea Cabin Racquet Club II HPRV v. Town of Hilton Head Island.

At 4:04 p.m. Mrs. Likins moved to go into Executive Session for matters mentioned by the Town Manager. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

Council returned to the dais at 5:00 p.m.

**4. Pledge to the Flag**

**5. Invocation**

**6. Proclamations & Commendations - None**

**7. Approval of Minutes**

**a. Town Council Meeting, March 6, 2018**

Mrs. Likins moved to approve the Town Council meeting minutes from March 6, 2018. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

**8. Report of Town Manager**

**a. 2018 RBC Heritage Update – Steve Wilmot**

Simon Fraser and Steve Wilmot with the Heritage Classic Foundation gave an update of the upcoming events related to the 2018 RBC Heritage. Mr. Wilmot showed a short video and presented the Town with a framed autographed “Cheers to 50” picture.

**b. Hilton Head Island: Our Future – Emily Sparks**

Mr. Riley stated that the Hilton Head Island: Our Future update had been made available within the packet. If there were any questions about the update, please contact Ms. Sparks who can provide further details at a later date.

## **Report of Town Manager (cont.)**

### **c. Culture and Arts Advisory Committee – Jane Joseph**

Jane Joseph, Chair of the Culture and Arts Advisory Committee, provided an update to the members of Town Council. She discussed the strategic plan, marketing, and the status of the American for the Arts project. She said that the strategic plan has been updated to include goals for the remaining fiscal year as well as the upcoming fiscal year. Ms. Joseph stated that the name of the department has been changed from the Hilton Head Island Culture and Arts Network, to the Office of Cultural Affairs. She said that this change was made to ensure that there is clarity within the local and funding communities. She said that that the State has an educational department that is similarly named, and could potentially cause some confusion. Ms. Joseph presented the logo that the Committee had been working on for the Office of Cultural Affairs. Ms. Joseph stated that the surveying has begun now, and patrons at art's events will most likely receive a survey from the Committee. Mayor Bennett asked about the cultural designation. Ms. Joseph stated that the goal shifted based on the information that was provided by the South Carolina Arts Commission in regards to the size of the district. She said that the Commission denied the Committee's request to have the entire Island designated as the cultural district. She said the Committee is reviewing an option, where a local district can be created that covers the things that the Committee wants to be sure are covered within their district. Mrs. Likins asked about the new calendar that will be on the new website, and how it will be used. Ms. Joseph stated that it will be available for this purpose.

### **d. Items of Interest**

#### **i. Town News**

#### **ii. Noteworthy Events**

Mr. Riley reported on upcoming meetings and noteworthy events taking place in the coming weeks.

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

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

Mr. Harkins reported that he had some points to share that he had been sharing at other Committee meetings over the last month or so. He asked, are we well organized today for what will be facing us tomorrow. He said that requires an objective review of the organizational chart, and asks the questions of do we have the right people, in the right place, at the right time, to do all the things that we find important, we being the Town Council. He asked that the members of Council take on the review of the organizational chart, and begin to ask the questions as outlined within. Mr. Harkins said that we need to work as a team, this includes working with the Town Manager. Mr. McCann asked who would be performing this type of study. Mr. Harkins stated that he felt that someone from the outside of the Town that is well schooled in the discipline should do such a study. Mr. Ames stated that he would be interested in understanding how they would tackle forward planning issues relative to the Vision process, and he felt that this may fit into that type of analysis. He said there would be budgetary ramifications, and this is timely that it is looked at. Mr. Lennox said that there is a demand for resources, and those resources being financial and human resources that exceeds the ongoing supply. He said that he feels the time is right, through Mr. Riley's leadership, to have some kind of analysis of skill set is going to be required going forward. Mrs. Likins said that she would be interested in seeing what Mr. Riley has done internally because of the changing needs within a department due to a project or the changing needs in the future. She said it would be nice to have a historical perspective on how this type of process has been done. Mr. Grant said that he likes the concept of reviewing the organization and how the organization will react or adjust for the future. He said, like many organizations, you have to prepare for the future. Mr. Grant said, that he agrees with looking at some of the best practices. Mayor Bennett said that he would take Mr. Harkin's comments under advisement, and speak with Mr. Riley about what the next steps forward would be.

Mr. Grant said that he would like to review the status of the RFP for the Gullah-Geechee Task Force. He asked are they in the process in hiring a consultant to assist them with the processes and issues since their formation. Mayor Bennett said that he felt there would be more discussion about that topic later in the agenda.

Mayor Bennett stated that he attended the Beaufort County Natural Resources meeting, and heard a continuation of the request by the Mitchelville Preservation Project asking for additional money to fund the project. He said that the County would like to see some additional funding beyond those of the County and the Town. The Mayor said that the County agreed to reserve subject to successfully completing the master plan process an additional \$575,000 that will be paid at a dollar for dollar basis with other grant sources.

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

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

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

Mrs. Likins reported that the next Venue Committee meeting would be on March 30, 2018 at 9:00 a.m. She also reported that there would a special Executive Session of the Community Services Committee on April 2, 2018 at 8:30 a.m. to continue the process of reviewing candidates for Boards and Commissions.

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

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

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

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

**f. Report of the Finance & Administrative Committee – John McCann, Chairman**

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

**10. Appearance by Citizens**

**Russ Whiteford**, addressed Town Council regarding the process for donating public art to the Town. Mayor Bennett asked that Mr. Whiteford provide him with all his back-up emails and documentation to review.

**Mira Scott**, addressed Town Council regarding the park name located at 80 Pope Ave. She asked that when considering the name change that the Town keep the residents of Forest Beach in mind.

**Tai Scott**, addressed Town Council regarding the matters associated with the permitting with his business and Native Gullah issues.

**Skip Hoagland**, addressed Town Council regarding his matters with the Town, taxes, ATAX, and the Chamber.

**11. Unfinished Business - None**

**12. New Business**

**a. First Reading of Proposed Ordinance 2018-01**

First Reading of Proposed Ordinance 2018-01 to amend Title 16, “The Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to those certain parcels identified as Parcel 375 on Beaufort County Tax Map #4 [Property 5] and Parcel 221 on the Beaufort County Tax Map #8 [Property 6] to rezone the parcels from LC (Light Commercial) Zoning District to the IL (Light Industrial) Zoning District and providing for severability and effective date.

Mrs. Likins moved to approve. Mr. Harkins seconded. After a brief discussion with Town staff, the motion passed by a vote of 7-0.



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

### **b. First Reading of Proposed Ordinance 2018-02**

First Reading of Proposed Ordinance 2018-02 to amend Title 16, “The Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to that certain parcel identified as Parcel 344 on Beaufort County Tax Map #4 to rezone the parcel from the LC (Light Commercial) Zoning District to the PD-1 (Planned Development Mixed-Use) Zoning District, specifically part of the Palmetto Hall Master Plan, changing the allowable uses to airfield maintenance office and storage, taxiway, community services, government uses, contractor’s office, other office uses, landscape businesses, auto rentals, taxicab services, warehouse and self-service storage; limiting the height to a maximum of 45’ over Base Flood Evaluation (BFE); limiting the density to 10,000 GFA (Gross Floor Area) per net acre and providing for severability and effective date.

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

### **c. First Reading of Proposed Ordinance 2018-03**

First Reading of Proposed Ordinance 2018-03 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a lease with the Island Recreation Association, Inc. for property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-7-20, *Code of the Town of Hilton Head Island, South Carolina, (1983)*; and providing for severability and an effective date

Mrs. Likins moved to approve. Mr. Harkins seconded. Alan Perry, with People for Parks, showed a short commercial for the Senior Center. Upon returning to the dais without further comment from Council, the motion was approved by a vote of 7-0.

### **d. Consideration of a Recommendation – Gullah-Geechee Land & Cultural Preservation Task Force Recommendations**

Consideration of a Recommendation from the Public Planning Committee that Town Council approve the recommendations as submitted by the Gullah-Geechee Land & Cultural Preservation Task Force.

Mrs. Likins moved to approve. Mr. Harkins seconded. Members of the community addressed Council in support of approving the Recommendation. After much discussion, the members of Council the motion was approved by a vote of 7-0.

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

## **14. Adjournment**

Mayor Bennett adjourned the meeting at 6:38 p.m.

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Krista M. Wiedmeyer,  
Executive Assistant/Town Clerk

Approved: 04/03/2018

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David Bennett, Mayor



UNIVERSITY OF  
**SOUTH CAROLINA**  
BEAUFORT

Date: March 22, 2018

To: Stephen G. Riley, ICMA-CM, Town Manager  
One Town Center Court  
Hilton Head Island SC 29928

From: Mike Parrott, USC Beaufort 

Re: USCB Hospitality Management 1st Quarter 2018 Construction Report

CONSTRUCTION PROGRESS

Work continues as scheduled. All concrete floor slabs are poured and complete. Roof trusses, laminated wood beams, roof sheathing components, and ice and water shield are installed. Exterior wall framing, sheathing, and waterproofing membrane are installed and complete. Interior wall framing is 95% complete. Interior plumbing, electrical, and mechanical rough-in work is underway. Windows and exterior glazing components are being fabricated.

SCHEDULE

The current contractor schedule allows the University to occupy the facility by the end of September, 2018.

BUDGET

Budget numbers continue to track well. We have committed \$18,681,856 in contracts to the architect, construction contractor, and a testing and inspections firm. The furniture, site lighting, and audio visual instructional equipment procurements are underway.

Total expenses paid to date are \$6,727,190.



# ITEMS OF INTEREST

## April 3, 2018

### TOWN OF HILTON HEAD ISLAND MEETINGS

- Planning Commission – April 4, 2018 – 9:00 a.m.
- Accommodations Tax Advisory Committee – April 5, 2018 – 9:00 a.m.
- Community Services Committee – April 9, 2018 – 9:00 a.m.
- Pre Application Meeting – April 9, 2018 – 10:30 a.m.
- Gullah-Geechee Land & Cultural Preservation Task Force Meeting – April 16, 2018 1:00 p.m.
- Finance & Advisory Committee – April 17, 2018 – 2:00 p.m.
- Town Council, Executive Session – April 17, 2018 – 4:00 p.m.
- Town Council, Regular Session – April 17, 2018 – 5:00 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](http://www.hiltonheadislandsc.gov) for Committee meeting dates and agendas.*

### HILTON HEAD ISLAND EVENTS

Tuesday- Wednesday, April 3-4, 2018 6:00 – 9:00 p.m.	Symphony Under the Stars	Shelter Cove Veterans Memorial Park
Thursday Evenings 6:00 – 9:00 p.m.	Music & Taste on the Harbour	Shelter Cove Harbour
April 9 – 15, 2018 7:00 a.m. – 7:00 p.m.	RBC Heritage PGA TOUR Tournament	Harbourtown

# MEMORANDUM

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**FROM:** Brad Tadlock, *Fire Chief*  
**DATE:** March 28, 2018  
**SUBJECT:** **Hilton Head Island Fire Rescue – Items of Interest**

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- ❖ **Battalion Chief Benton Waller** was recently appointed as Chair of the National Fire Protection Association (“NFPA”) Committee 1670 *Standard on Operations and Training for Technical Search and Rescue Incidents*. The Committee is responsible for developing best practices for training and operations for a wide range of technical rescue disciplines. The Chairman role is held for a 5-year term, and covers one edition of the Standard. Battalion Chief Waller has been a member of the Committee since 2011.
- ❖ In mid-March, the 46 Line and Administrative Supervisors met for the Fire Rescue Leadership Retreat. Prior to the retreat, a department wide survey was conducted to identify leadership challenges, which also set the agenda for the retreat.

Led by an outside facilitator, the retreat covered a broad range of leadership challenges that included; effective communication, leadership standards, strengthening the bridge between the Line and Administration, and creating a high trust culture.

Upon the conclusion of the two day retreat, specific action items were established and a follow-up review will be conduct in six months.



# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Charles Cousins, *AICP, Director of Community Development*  
**VIA:** Shawn Colin, *AICP, Deputy Director of Community Development*  
**FROM:** Teri Lewis, *AICP, LMO Official*  
**DATE:** March 21, 2018  
**SUBJECT:** ZA-2102-2017 (Proposed Ordinance 2018-01) Rezoning of two County owned properties for Airport related uses

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Town Council made no changes to Proposed Ordinance 2018-01 as a result of the meeting on March 20, 2018.

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

**ORDINANCE NO. 2018-#**

**PROPOSED ORDINANCE NO. 2018-01**

**AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP WITH RESPECT TO THOSE CERTAIN PARCELS IDENTIFIED AS PARCEL 375 ON BEAUFORT COUNTY TAX MAP #4 [PROPERTY 5] AND PARCEL 221 ON BEAUFORT COUNTY TAX MAP #8 [PROPERTY 6] TO REZONE THE PARCELS FROM THE LC (LIGHT COMMERCIAL) ZONING DISTRICT TO THE IL (LIGHT INDUSTRIAL) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Planning Commission held a public hearing on October 18, 2017 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation and the criteria set forth in Section 16-2-103, voted 7-0-0 to recommend that Town Council approve the proposed zoning map amendment application for Properties 5 and 6; and

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

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

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, be hereby amended to modify the zoning designation of those certain parcels identified as Parcel 375 on Beaufort County Tax Map #4 [Property 5] and Parcel 221 on Beaufort County Tax Map #8 [Property 6] to rezone the parcels from the LC (Light Commercial) zoning district to the IL (Light Industrial) zoning district.

**Section 2. Severability.** If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall

be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

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

Public Hearing: October 18, 2017

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**

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

Case #:	Name of Project or Development:	Public Hearing Date:
ZA 2102-2017	Zoning Map Fix Rezoning	October 18, 2017

Parcel Data or Location:	Applicant	Agent
<p><u>Parcel Numbers:</u>            Property 1: R510 011 000 007 0000            Property 2: R510 004 00H 0302 0000            Property 3: R510 011 000 0172 0000            Property 4: R510 004 000 0344 0000            Property 5: R510 004 000 0375 0000            Property 6: R510 008 000 0221 0000</p> <p><u>Size:</u>            Property 1: 1.79 acres            Property 2: 2.05 acres            Property 3: 1.04 acres            Property 4: 2.35 acres            Property 5: 0.6 acres            Property 6: 1.71 acres</p> <p><u>Addresses:</u>            Property 1: 11 Simmons Road            Property 2: 4501 Meeting Street            Property 3: 4 Marshland Lane            Property 4: 154 Beach City Road            Property 5: No address assigned            Property 6: 21 Dillon Road</p>	<p>Town of Hilton Head Island            One Town Center Ct.            Hilton Head Island, SC 29928</p>	<p>Same as Applicant</p>
<p><u>Existing Zoning District</u>            Property 1: RM-4 – Low to Moderate Density Residential            Property 2: PD-1 – Planned Development Mixed Use            Property 3: WMU – Waterfront Mixed Use            Property 4: LC – Light Commercial            Property 5: LC – Light Commercial            Property 6: LC – Light Commercial</p>	<p><u>Proposed Zoning District</u>            Property 1: WMU – Waterfront Mixed Use            Property 2: MS – Main Street            Property 3: PD-1 – Planned Development Mixed Use            Property 4: IL – Light Industrial            Property 5: IL – Light Industrial            Property 6: IL – Light Industrial</p>	



<u>Existing Zoning Design Standards</u> See attached Zoning District Standards	<u>Proposed Zoning Design Standards</u> See attached Zoning District Standards	

**Application Summary:**

The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning the following six properties: R510 011 000 0007 0000 (11 Simmons Road) from RM-4 (Low to Moderate Density Residential) to WMU (Waterfront Mixed Use), R510 004 00H 0302 0000 (4501 Meeting Street) from PD-1 (Planned Development Mixed Use) to MS (Main Street), R510 011 000 0172 0000 (4 Marshland Lane) from WMU to PD-1, R510 004 000 0344 0000 (154 Beach City Road) from LC (Light Commercial) to IL (Light Industrial), R510 004 000 0375 0000 from LC to IL and R510 008 000 0221 0000 (21 Dillon Road) from LC to IL. The effect of these rezonings will be to change the allowable uses, densities, height and impervious coverage requirements. This rezoning will not change the zoning designation of property located at 1 Simmons Road which shares the same parcel number as property located at 11 Simmons Road.

**Staff Recommendation:**

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

**Background:**

As part of the LMO Rewrite project, the former zoning map was repealed and a new zoning map was adopted in its place on October 7, 2014. After the fact, three parcels (Properties 1, 2 and 3) were identified as having been erroneously zoned. Property 1, the location of Simmons Fish Camp restaurant, was previously zoned WMU; as part of the 2014 rezoning this property was rezoned to RM-4. The restaurant is now non-conforming to the zoning district. Property 2, the location of Congregation Beth Yam, was previously zoned PD-1; as part of the 2014 rezoning the non-single-family residential properties in this area were all zoned from PD-1 to MS with the exception of this parcel. The use is conforming in both districts but currently this is the only non-single-family property in the area not zoned MS. Property 3, the location of a portion of the Palmetto Pass office, was previously zoned PD-1; as part of the 2014 rezoning this property was zoned to WMU. This property has no frontage on the water and therefore the parcel is not appropriately located in this district. The remaining three parcels that make up this rezoning (Properties 4, 5 and 6) were purchased by Beaufort County prior to or after the 2014 rezoning in order to facilitate Hilton Head Island Airport operations. These properties are all currently zoned LC; in order to be used by the airport, even if minimal improvements are proposed, the properties must be located within the IL zoning district.

**Applicant’s Grounds for ZMA**

The Town is pursuing a zoning map amendment to rezone six properties around the island which are currently erroneously zoned.

The change in zoning will change the density, uses, height and maximum impervious coverage for each parcel.

**Summary of Facts and Conclusions:**

**Findings of Fact:**

1. The application was submitted on September 18, 2017 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing on the application for the October 18, 2017 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the October 18, 2017 public hearing was published in the Island Packet on October 1, 2017.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the October 18, 2017 public hearing by first-class mail to the owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land on October 2, 2017.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on October 1, 2017 conspicuous notice of the public hearing on the lands subject to the application.

**Conclusions of Law:**

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing on the application for the October 18, 2017 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 16 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing on the lands subject to the application 16 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

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

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

The Comprehensive Plan addresses this application in the following areas:

**Land Use Element**

**Implication of the Comprehensive Plan – 8.8 Nonconforming Parcels by Use**

- Current zoning classifications should be reviewed along with the associated regulations for each use. Areas that have high instances of nonconforming uses should be reviewed closely and revisions should be made where necessary. Creative alternatives to traditional zoning classifications should be considered, such as form based and smart codes to reflect current building and development trends that are indicative of our Island character.

**Goal 8.8 – Nonconforming Parcels by Use**

- B. To evaluate the locations of nonconforming uses to determine areas to consider for Zoning Map Amendments.

**Implication of the Comprehensive Plan – 8.10 Zoning Changes**

- Reviewing the background information as well as analyzing the trends will guide future zoning changes, whether the changes are map amendments or text changes to the requirements for each district. Future land use decisions and requests for zoning changes will be determined using the background information contained in this plan as well as the future land use map, currently represented by the Town’s Official Zoning Map.

**Goal 8.10 – Zoning Changes**

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

**Transportation Element**

**Implication of the Comprehensive Plan – 9.6 Air Transportation**

- Viability for future commercial airline use as part of the overall transportation system serving the Island and leveraging off the value to the community of other Island airport models.

**Goal 9.6 – Air Transportation**

- A. To ensure that airport operations remain safe while providing air travel to Island.

**Conclusions of Law:**

1. This application is consistent with the Comprehensive Plan, as described in the Land Use Element as set forth in LMO Section 16-2-103.C.3.a.i.
2. In accordance with the Land Use Element, the proposed rezoning will change the existing use of Property 1, Simmons Fish Camp Restaurant, from non-conforming to conforming.
3. In accordance with the Land Use Element, the proposed rezoning will modify the zoning of Property 2, Congregation Beth Yam, and Property 3, a portion of the Palmetto Pass office, and to appropriately reflect the existing use of the property.
4. In accordance with the Transportation Element, the proposed rezoning of Properties 4, 5, and 6 will allow the airport to use the properties to make required facility improvements to ensure the airport operates safely.

**Summary of Facts and Conclusions:**

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

**Findings of Fact:**

*Property 1:*

1. The proposed zoning will allow a variety of residential and commercial uses.
2. The subject area is surrounded by properties zoned RM-4 (single-family neighborhood) and WMU (Broad Creek Marina and Up the Creek restaurant).

*Property 2:*

1. The proposed zoning will allow some residential uses and limited commercial uses.
2. The subject area is surrounded by properties zoned PD-1 (single-family neighborhood) and MS (adjacent churches).
3. This property has an existing religious institution on it.

*Property 3:*

1. The proposed zoning will permit a toll office and right-of-way.
2. The subject area is surrounded by multi-family residential (PD-1 and WMU) and the Cross Island Expressway.

*Properties 4 – 6:*

1. The proposed rezoning will permit a variety of light industrial type uses.
2. The subject areas are surrounded by properties zoned LC, PD-1 and IL.

**Conclusions of Law:**

The proposed rezonings will allow a range of uses that are compatible with the uses allowed on other property in the vicinity per LMO 16-2-103.C.3.a.ii.

*Property 1:*

1. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the adjacent WMU zoned parcels.
2. Some of the uses that would be allowed on the subject property as a result of the rezoning may not be compatible with the adjacent residential development; however, it is important to note that the subject property has been functioning as a commercial development for several years and was rezoned from WMU to RM-4 in error.

*Property 2:*

1. Prior to October 7, 2014, this property was zoned PD-1. As part of the LMO Rewrite project, the other non-single-family residential properties in this area were rezoned to a newly created zoning district (MS, Main Street).
2. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the adjacent MS zoned parcels.

*Property 3:*

1. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the properties in the immediate vicinity. It is important to note that prior to the LMO rewrite project, this property was zoned PD-1 as part of the Indigo Run master plan; it was rezoned to WMU in error.

*Properties 4 – 6:*

1. The uses that would be allowed on the subject properties as a result of the rezoning will be compatible with the uses on the adjacent IL zoned parcels.

2. Some of the uses that would be allowed on the subject property as a result of the rezoning may not be compatible with adjacent LC zoned parcels.

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

1. The proposed rezonings are appropriate for the land. The first three properties already contain established existing uses (a restaurant, a religious institution, and a toll office and right-of-way). The remaining three uses were purchased by Beaufort County to assist in meeting goals of the FAA as they relate to the Hilton Head Island Airport.

**Conclusion of Law:**

1. The proposed rezonings are appropriate for the land in accordance with LMO 16-2-103.C.a.iii.

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

1. The first three properties were zoned incorrectly as part of the LMO Rewrite project in 2014. It is a disservice to their properties to be zoned incorrectly. The latter three properties will be used by the County for the Hilton Head Island Airport; to do that they must be located within the IL zoning district per LMO regulations.

**Conclusion of Law:**

1. The proposed rezonings demonstrate a community need in accordance with LMO 16-2-103.C.a.iv.

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

1. There are no future plans for Properties 1, 2 and 3 that would be in conflict with the proposed rezonings.
2. Properties 4, 5 and 6 were purchased by Beaufort County for the purpose of facilitating operations at the Hilton Head Island Airport.

**Conclusions of Law:**

The proposed rezonings are consistent with the overall zoning program as expressed in future plans for the Town per LMO 16-2-103.C.3.a.v).

1. There are no future plans for the Town related to properties 1, 2 and 3.
2. Rezoning properties 4, 5 and 6 would be consistent with future plans for these properties.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The subject parcels are all proposed to be rezoned to districts that are immediately adjacent to the subject parcels.

**Conclusion of Law:**

1. Due to the nearby proximity of other like zoned parcels, the proposed rezonings will not create inappropriately isolated zoning districts that are unrelated to adjacent and surrounding zoning districts.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The properties as proposed to be rezoned will allow a variety of uses. As stated earlier, three of the parcels currently house existing established businesses and the latter three will be used to facilitate the operations of the Hilton Head Island Airport.

**Conclusion of Law:**

1. The rezoning of the proposed properties will allow the subject properties to be put to a reasonably viable economic use in accordance with LMO Section 16-2-103.C.3.a.vii.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The infrastructure, to include streets, potable water, sewerage and stormwater management, is already in place.

**Conclusion of Law:**

1. The proposed rezonings will result in development that will be served by available, adequate and suitable public facilities in accordance with LMO 16-2-103.C.3.a.viii, as they are already developed with such facilities serving the existing developments.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The first three rezonings (properties 1, 2 and 3) are appropriate given that they should have been zoned differently when the island-wide zoning was changed in 2014 as part of the LMO rewrite project. The latter three rezonings (properties 4, 5 and 6) are appropriate given that these properties are now owned by the County and were acquired for the purpose of facilitating operations at the Hilton Head Island Airport.

**Conclusion of Law:**

1. The proposed rezonings are appropriate for the affected areas due to the fact they are already developed or are in the process of being developed into uses that would be allowed by the

rezonings in accordance with LMO Section 16-2-103.C.3.a.ix).

**LMO Official Determination**

Staff recommends that the Planning Commission find this application to be **consistent with the Town’s Comprehensive Plan and serves to carry out the purposes of the LMO**, based on those Findings of facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** to Town Council of this application, which includes amending the Official Zoning Map.

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

**PREPARED BY:**

TL  
\_\_\_\_\_  
Teri B. Lewis, AICP  
*LMO Official*

October 12, 2017  
\_\_\_\_\_  
DATE

**REVIEWED BY:**

AC  
\_\_\_\_\_  
Anne Cyran  
*Senior Planner and Planning Commission Coordinator*

October 12, 2017  
\_\_\_\_\_  
DATE

**REVIEWED BY:**

SC  
\_\_\_\_\_  
Shawn Colin, AICP  
*Deputy Director of Community Development*

October 12, 2017  
\_\_\_\_\_  
DATE

**ATTACHMENTS:**

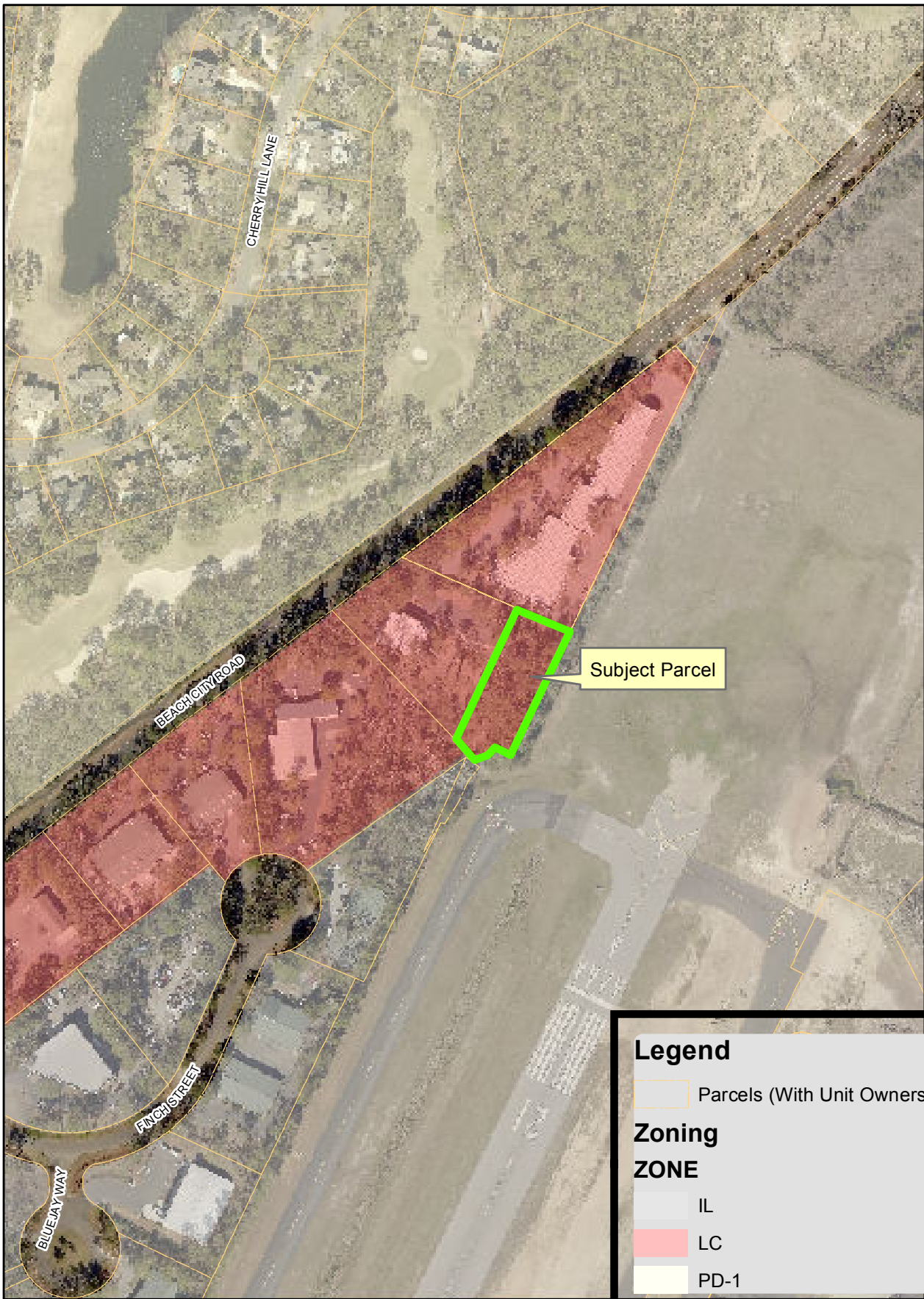
- A) Vicinity Map of Property 1
- B) Vicinity Map of Property 2
- C) Vicinity Map of Property 3
- D) Vicinity Map of Properties 4 & 5
- E) Vicinity Map of Property 6

## NARRATIVE


The Town is pursuing a zoning map amendment to rezone six parcels within the Town. Three of the parcels were erroneously rezoned to an incorrect zoning district as part of the LMO Rewrite project. The remaining three parcels have been acquired by Beaufort County for the Hilton Head Island Airport and must therefore be rezoned. The six parcels are proposed to be rezoned as follows:

1. R510 011 000 007 0000  
Fish Camp Restaurant  
11 Simmons Road  
Property owner: Simmons Family Holdings, LLC  
*Proposed to be rezoned from RM-4 (Low to Moderate Density Residential) to WMU (Waterfront Mixed Use)*
2. R510 004 00H 0302 0000  
Beth Yam Congregation  
4501 Meeting Street  
Property owner: Beth Yam Congregation  
*Proposed to be rezoned from PD-1 (Planned Development Mixed Use) to MS (Main Street)*
3. R510 011 000 0172 0000  
Cross Island Expressway Right of Way and Palmetto Pass office  
4 Marshland Lane  
Property owner: South Carolina Department of Transportation  
*Proposed to be rezoned from WMU (Waterfront Mixed Use) to PD-1 (Planned Development Mixed Use)*
4. R510 004 000 0344 0000  
Property acquired by Beaufort County for Hilton Head Island Airport  
154 Beach City Road  
Property owner: Beaufort County  
*Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)*
5. R510 004 000 0375 0000  
Property acquired by Beaufort County for Hilton Head Island Airport  
Property owner: Beaufort County  
*Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)*
6. R510 008 000 0221 0000  
Property acquired by Beaufort County for Hilton Head Island Airport  
21 Dillon Road  
Property owner: Beaufort County  
*Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)*








**Legend**

-  Parcels (With Unit Ownership Info)

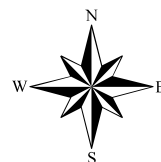
**Zoning**

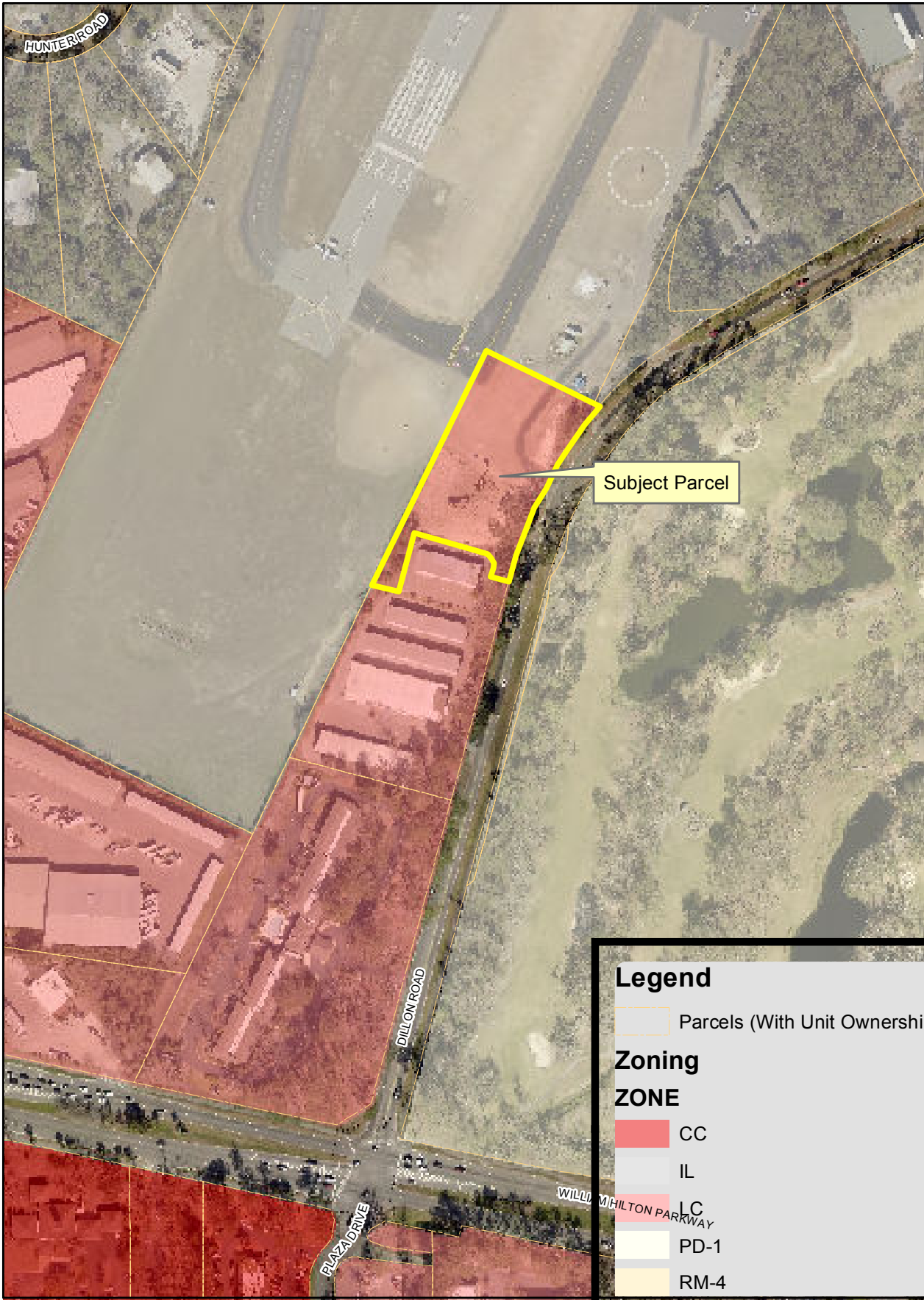
**ZONE**

-  IL
-  LC
-  PD-1



Vicinity Map  
Map 4, Parcel 375





Subject Parcel

**Legend**

- Parcels (With Unit Ownership Info)

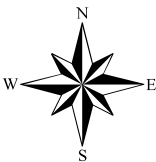
**Zoning**

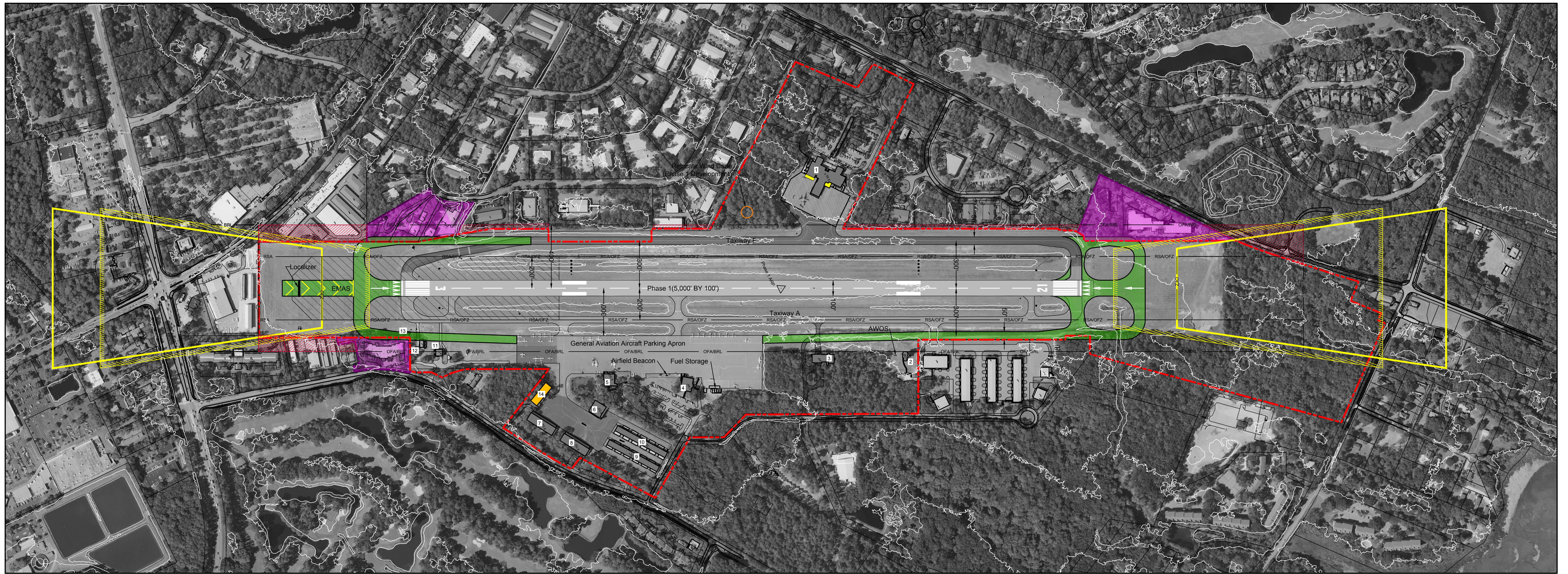
**ZONE**

- CC
- IL
- LC
- PD-1
- RM-4



Vicinity Map  
 Map 8, Parcel 221  
 21 Dillon Road





**LEGEND**

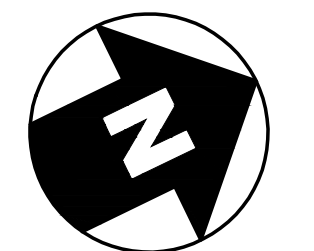
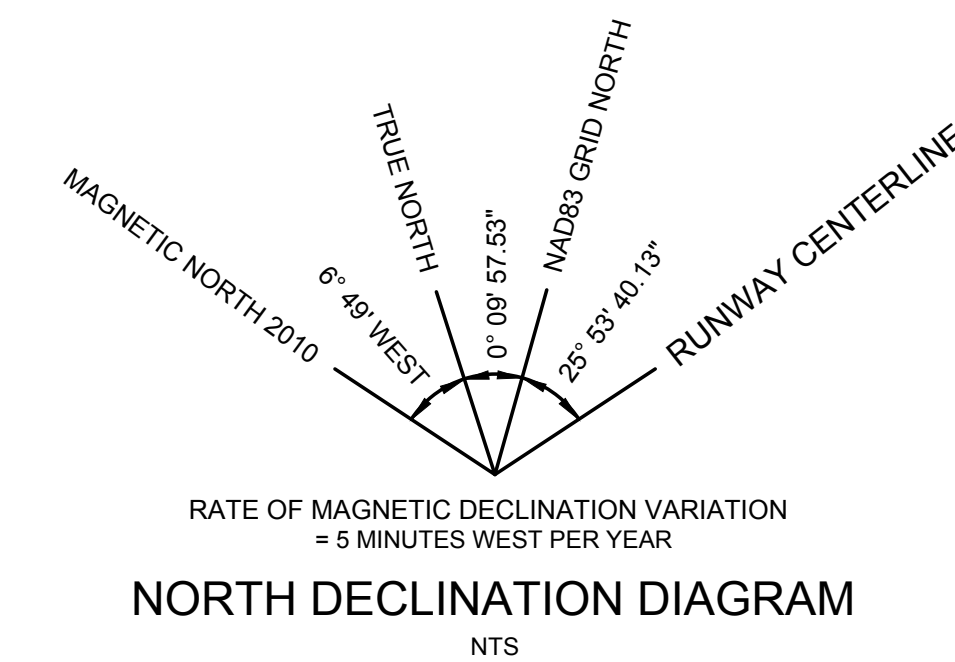
- CURRENT PHASE TERMINAL BUILDING DEVELOPMENT
- CURRENT PHASE HANGAR DEVELOPMENT
- PHASE 1 PROPERTY ACQUISITION
- PHASE 1 RUNWAY AND TAXIWAY DEVELOPMENT
- MoDS NRA # 2011-ASO-890-NRA
- PHASE 1 RUNWAY PROTECTION ZONE (RPZ)
- PHASE 1 DEPARTURE RUNWAY PROTECTION ZONE (DRPZ)
- RSA — PHASE 1 RUNWAY SAFETY AREA
- OFA — PHASE 1 RUNWAY OBJECT FREE AREA
- OFZ — PHASE 1 OBJECT FREE ZONE
- BRL — PHASE 1 BUILDING RESTRICTION LINE
- OFABRL — PHASE 1 RUNWAY OBJECT FREE AREA/BUILDING RESTRICTION LINE
- RSA/OFZ — PHASE 1 RUNWAY SAFETY AREA/OBJECT FREE ZONE
- AIRPORT PROPERTY LINE
- PHASE 1 AIRPORT PROPERTY LINE
- AIRPORT BUILDING

**AIRPORT BUILDINGS**

BUILDING NO.	NAME	TOP ELEVATION
1	Airport Passenger Terminal	56.8
2	Air Traffic Control Tower (ATCT)	80.7
3	Airport Rescue and Fire Fighting (ARFF)	44.0
4	Civil Air Patrol (CAP)	48.5
5	Fixed Base Operation (FBO)	50.9
6	Hangar	52.8
7	T-hangar	50.9
8	T-hangar	50.9
9	T-hangar	35.3
10	T-hangar	35.4
11	Abandoned ARFF Facility	45.6
12	Storage Building	28.9
13	Airfield Electrical Vault	30.1
14	Hangar (Under Construction)	Not Available

**FAA DISCLAIMER**

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICIES OF THE FAA. THE ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.



REVISION	DATE	DESCRIPTION

**HILTON HEAD ISLAND AIRPORT**  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 130 Beach City Road  
 Hilton Head Island, SC 29926-2704  
 (843) 689-5400

Airport Layout Plan (Phase 1 Development)

TALBERT & BRIGHT Columbia, South Carolina

DATE: September 6, 2011    SCALE: 1 Inch = 300 Feet    SHEET: **3** OF **14**

BEAUFORT COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 GARY KUBIC  
 COUNTY ADMINISTRATOR



# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Charles Cousins, *AICP, Director of Community Development*  
**VIA:** Shawn Colin, *AICP, Deputy Director of Community Development*  
**FROM:** Teri Lewis, *AICP, LMO Official*  
**DATE:** March 21, 2018  
**SUBJECT:** ZA-0266-2018 (Proposed Ordinance 2018-02) Rezoning of a County-owned parcel

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Town Council made no changes to Proposed Ordinance 2018-02 as a result of the meeting on March 20, 2018.

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

**ORDINANCE NO. 2018-#**

**PROPOSED ORDINANCE NO. 2018-02**

**AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP WITH RESPECT TO THAT CERTAIN PARCEL IDENTIFIED AS PARCEL 344 ON BEAUFORT COUNTY TAX MAP #4 TO REZONE THE PARCEL FROM THE LC (LIGHT COMMERCIAL) ZONING DISTRICT TO THE PD-1 (PLANNED DEVELOPMENT MIXED-USE) ZONING DISTRICT, SPECIFICALLY PART OF THE PALMETTO HALL MASTER PLAN; CHANGING THE ALLOWABLE USES TO AIRFIELD MAINTENANCE OFFICE AND STORAGE, TAXIWAY, COMMUNITY SERVICES, GOVERNMENT USES, CONTRACTOR'S OFFICE, OTHER OFFICE USES, LANDCAPE BUSINESSES, AUTO RENTALS, TAXICAB SERVICES, WAREHOUSE AND SELF-SERVICE STORAGE; LIMITING THE HEIGHT TO A MAXIMUM OF 45' OVER BASE FLOOD ELEVATION (BFE); LIMITING THE DENSITY TO 10,000 GFA (GROSS FLOOR AREA) PER NET ACRE AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, a portion of the building on the subject property was built within the Object Free Area (OFA) and is in violation of FAA safety standards; and

**WHEREAS**, the County purchased the property in order to demolish the portion of the building within the OFA; and

**WHEREAS**, the subject property must be rezoned to a district that permits certain aviation related uses; and

**WHEREAS**, the Town, Beaufort County and Palmetto Hall worked together to develop a list of uses that would be acceptable to both the Hilton Head Island Airport and Palmetto Hall residents; and

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

**WHEREAS**, the Planning Commission held a public hearing on March 7, 2018 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation and the criteria set forth in Section 16-2-103, voted 7-0 to recommend that Town Council approve the

proposed zoning map amendment application for the subject property with the condition that Animal Services not be an allowable use; and

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

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

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, be hereby amended to modify the zoning designation of that certain parcel identified as Parcel 344 on Beaufort County Tax Map #4 to rezone the parcel from the LC (Light Commercial) zoning district to the PD-1 (Planned Development Mixed-Use) zoning district, specifically part of the Palmetto Hall Master Plan and changing the allowable uses to Airfield Maintenance Office and Storage, Taxiway, Community Services, Government Uses, Contractor’s Office, Other Office Uses, Landscape Businesses, Auto Rentals, Taxicab Services, Warehouse and Self-Service Storage; and limiting the height to a maximum of 45’ over BFE and limiting the density to 10,000 GRA per net acre.

**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 \_\_\_\_\_, 2018.**

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_  
David Bennett, Mayor

ATTEST:

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

Public Hearing: March 6, 2018

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**

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

Case #:	Name of Project or Development:	Public Hearing Date:
ZA 000266-2018	154 Beach City Road	March 7, 2018

Parcel Data & Location:	Applicant & Agent:
<u>Parcel ID:</u> R510 004 000 0344 0000  <u>Size:</u> 2.35 acres  <u>Address:</u> 154 Beach City Road	Town of Hilton Head Island One Town Center Ct. Hilton Head Island, SC 29928
Existing Zoning District	Proposed Zoning District
LC – Light Commercial	PD-1 – Planned Development Mixed Use (Palmetto Hall Master Plan) See Attachment B, Proposed Zoning Standards

Application Summary:
<p>The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning R510 004 000 0344 0000 (154 Beach City Road) from LC (Light Commercial) to PD-1 (Planned Development Mixed Use). The effect of this rezoning will be to change the allowable uses, density, height and impervious coverage requirements.</p>

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

Background:
<p>The subject parcel was developed in 2003. It contains a vacant 14-unit office and storage building. Beaufort County purchased the property on May 18, 2015 as part of the plan to expand airport operations. In the Hilton Head Island Airport Master Plan (adopted October 27, 2010), the Airport Layout Plan (Phase 1 Development) (Attachment C) shows the subject parcel is one of several properties to be acquired by the Airport. A portion of the expanded taxiway will be located on the subject parcel. (Note that the Airport Layout Plan is conceptual; it doesn't show the exact locations of the proposed improvements). A portion of the existing building on the parcel will be used for an</p>



airfield maintenance office and storage.

The property is currently zoned LC (Light Commercial). The two uses in the LMO specifically related to aviation – Aviation and Surface Transportation Uses and Aviation Services Uses – are not permitted in the LC Zoning District. In order for the airport to use or make minimal improvements to the property, it must be rezoned to a district that allows aviation-related uses.

Town staff originally proposed rezoning the parcel to the IL (Light Industrial) zoning district, which allows aviation-related uses and is compatible with the property to the south. Staff presented the proposed rezoning during the October 18, 2017 Planning Commission meeting. However, Palmetto Hall residents raised concerns regarding the uses allowed in the IL zoning district, and the Planning Commission voted 5 to 2 to recommend that the parcel not be rezoned to the IL zoning district.

Since that Planning Commission meeting, Town staff worked with Beaufort County and the Palmetto Hall Property Owners Association to find a solution that is amenable to both.

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

The Town is pursuing a zoning map amendment to rezone the subject property to facilitate Hilton Head Island Airport operations. Plans for the property include expanding the taxiway onto a portion of the property and using a portion of the existing building for an airfield maintenance office and storage.

The proposed change in zoning will change the density, permitted uses, maximum height, and maximum impervious coverage for the parcel.

#### **Summary of Facts and Conclusions:**

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

1. The application was submitted on February 5, 2018 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing on the application for the March 7, 2018 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the March 7, 2018 public hearing was published in the Island Packet on February 18, 2018.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the March 7, 2018 public hearing by first-class mail to the owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land on February 16, 2018.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on February 16, 2018 conspicuous notice of the public hearing on

the lands subject to the application.

**Conclusions of Law:**

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing on the application for the March 7, 2018 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 19 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing on the lands subject to the application 19 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

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

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

The Comprehensive Plan addresses this application in the following areas:

**Transportation Element**

**Implication of the Comprehensive Plan – 9.6 Air Transportation**

- Viability for future commercial airline use as part of the overall transportation system serving the Island and leveraging off the value to the community of other Island airport models.

**Goal 9.6 – Air Transportation**

- A. To ensure that airport operations remain safe while providing air travel to the Island.

**Conclusions of Law:**

1. This application is consistent with the Comprehensive Plan, as described in the Transportation Element as set forth in LMO Section 16-2-103.C.3.a.i.
2. In accordance with the Transportation Element, the proposed rezoning will allow the airport to use the property to make required facility improvements to ensure the airport operates safely.

**Summary of Facts and Conclusions:**

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

**Findings of Fact:**

1. The proposed rezoning will permit a variety of use types to include: airfield maintenance office and storage, taxiway, community services, government uses, contractor’s office, other

office uses, animal services, landscape businesses, auto rentals, taxicab services, warehouses and self-service storage.

2. The subject area is surrounded by properties zoned LC, PD-1 and IL.

**Conclusions of Law:**

1. The proposed rezoning will allow a range of uses that are compatible with the uses allowed on other property in the vicinity per LMO 16-2-103.C.3.a.ii.
2. The uses that would be allowed on the subject properties as a result of the rezoning will be compatible with the uses on the adjacent IL and LC zoned parcels.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The proposed rezoning is appropriate for the land. The subject parcel was purchased by Beaufort County to assist in meeting goals of the FAA as they relate to the Hilton Head Island Airport.

**Conclusion of Law:**

1. The proposed zoning is appropriate for the land in accordance with LMO 16-2-103.C.a.iii.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

1. The subject property will be used by the County for certain operations of the Hilton Head Island Airport; to do so it must be located within a district that permits those types of uses per LMO regulations.

**Conclusion of Law:**

1. The proposed rezoning demonstrates a community need in accordance with LMO 16-2-103.C.a.iv.

**Summary of Facts and Conclusions of Law:**

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

**Findings of Fact:**

1. The subject property was purchased by Beaufort County for the purpose of facilitating operations at the Hilton Head Island Airport.
2. The Phase 1 Development Airport Layout Plan (part of the Hilton Head Island Airport Master Plan as adopted by Town Council and Beaufort County Council) indicates that the subject parcel was proposed to be acquired by the Airport and that a portion of Taxiway F would be constructed on this parcel.

**Conclusion of Law:**

1. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town per LMO 16-2-103.C.3.a.v).

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

- 1. The subject parcel is proposed to be rezoned to a district that is immediately across the street from the subject parcel.

**Conclusion of Law:**

- 1. Due to the nearby proximity of other like zoned parcels, the proposed rezoning will not create an inappropriately isolated zoning district that is unrelated to adjacent and surrounding zoning districts.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

- 1. The property as proposed to be rezoned will allow a variety of uses. It will be used to facilitate the operations of the Hilton Head Island Airport.

**Conclusion of Law:**

- 1. The rezoning of the subject property will allow it to be put to a reasonably viable economic use in accordance with LMO Section 16-2-103.C.3.a.vii.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

- 1. The infrastructure, to include streets, potable water, sewerage and stormwater management, is already in place.

**Conclusion of Law:**

- 1. The proposed rezoning will result in development that will be served by available, adequate and suitable public facilities in accordance with LMO 16-2-103.C.3.a.viii. These facilities are already serving the existing property.

**Summary of Facts and Conclusions of Law:**

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

**Finding of Fact:**

- 1. The rezoning is appropriate given that this property is now owned by the County and was acquired for the purpose of facilitating operations at the Hilton Head Island Airport.

**Conclusion of Law:**

1. The proposed rezoning is appropriate for the affected area due to the fact this property is already in the process of being developed for certain airport uses that would be allowed by the rezoning in accordance with LMO Section 16-2-103.C.3.a.ix).

**LMO Official Determination**

Staff recommends that the Planning Commission find this application to be **consistent with the Town’s Comprehensive Plan and serves to carry out the purposes of the LMO**, based on those Findings of facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** to Town Council of this application, which includes amending the Official Zoning Map.

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

**PREPARED BY:**

\_\_\_\_\_  
Teri B. Lewis, AICP  
*LMO Official*

\_\_\_\_\_  
DATE

**REVIEWED BY:**

\_\_\_\_\_  
Anne Cyran, AICP  
*Senior Planner and Planning Commission Coordinator*

\_\_\_\_\_  
DATE

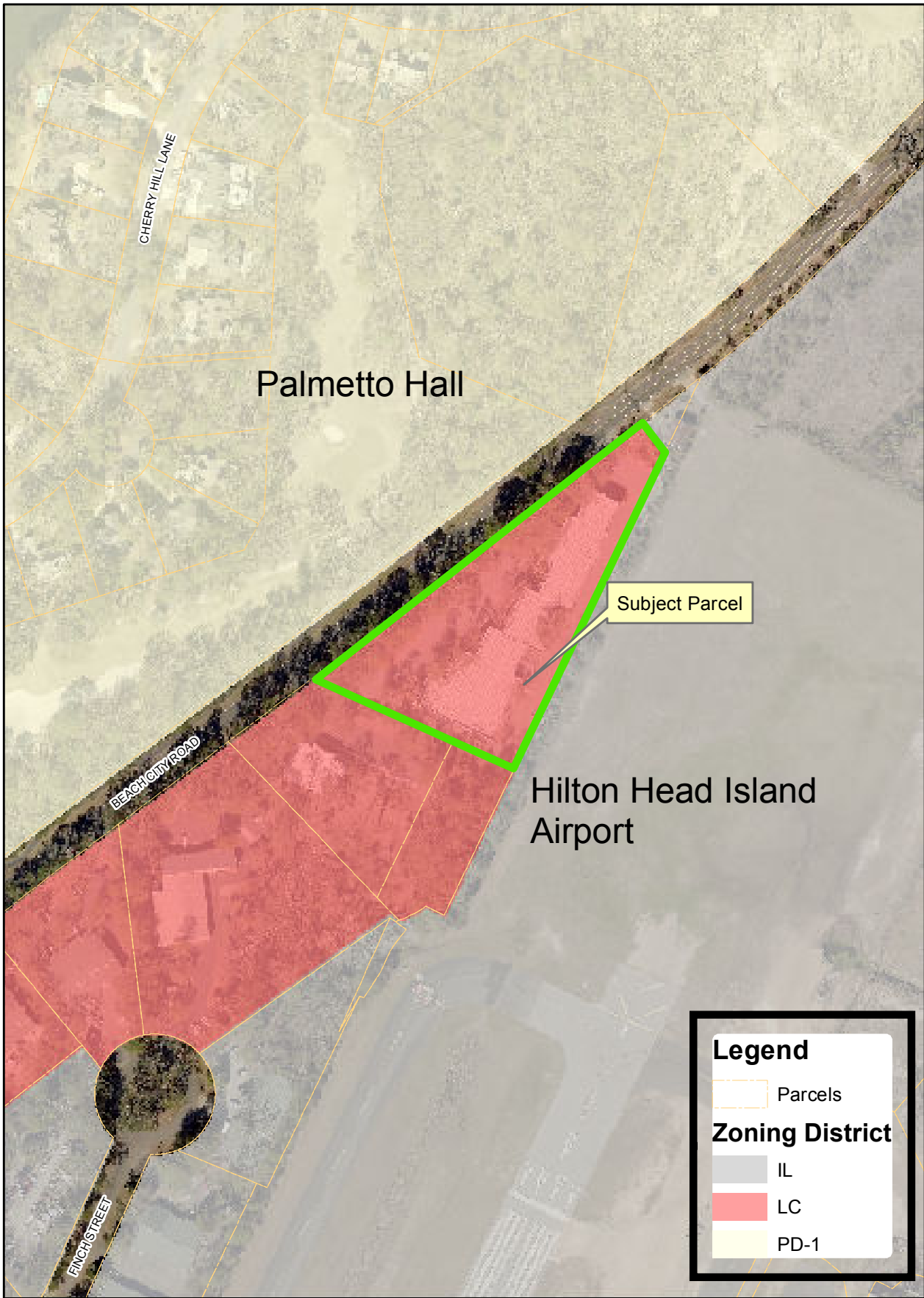
**REVIEWED BY:**

\_\_\_\_\_  
Shawn Colin, AICP  
*Deputy Director of Community Development*

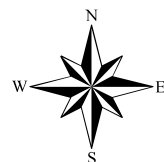
\_\_\_\_\_  
DATE

**ATTACHMENTS:**

- A) Vicinity Map
- B) Proposed Zoning Standards
- C) Airport Layout Plan (Phase 1)



Vicinity Map  
Tax Map 4, Parcel 344



## **Proposed Zoning Standards**

The Town is pursuing a zoning map amendment to rezone 154 Beach City Road from LC (Light Commercial) to PD-1 (Planned Development Mixed-Use). The subject parcel, R510 004 000 344 0000, is proposed to be rezoned to PD-1 as part of the Palmetto Hall master plan.

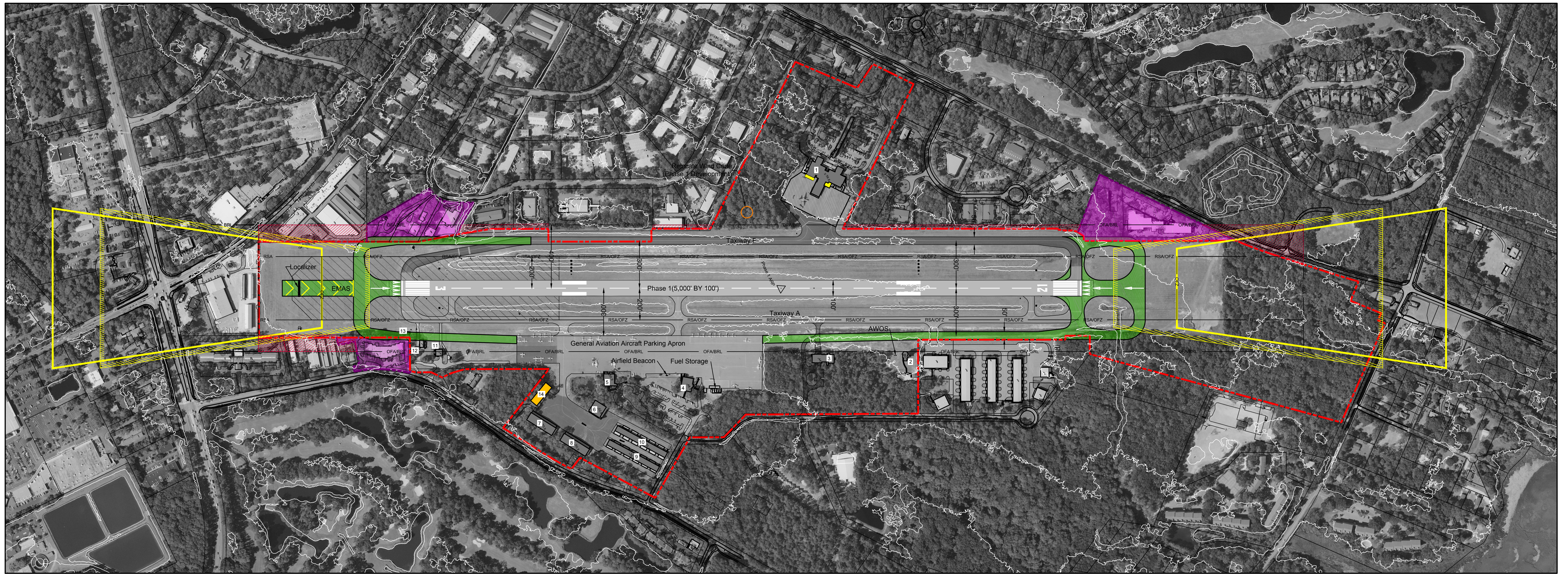
The proposed allowable uses will be those listed below.

- Airfield maintenance office and storage
- Taxiway
- Community Services
- Government uses
- Contractor's office
- Other office uses
- Animal services
- Landscape businesses
- Auto rentals
- Taxicab services
- Warehouses
- Self-service storage

The proposed maximum allowable height will be 45' above base flood elevation. Any proposed development on this site will be subject to FAA SF 7460 review.

The proposed maximum allowable density will be as follows:

- Nonresidential – 10,000 GFA per net acre



**LEGEND**

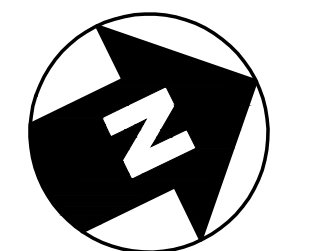
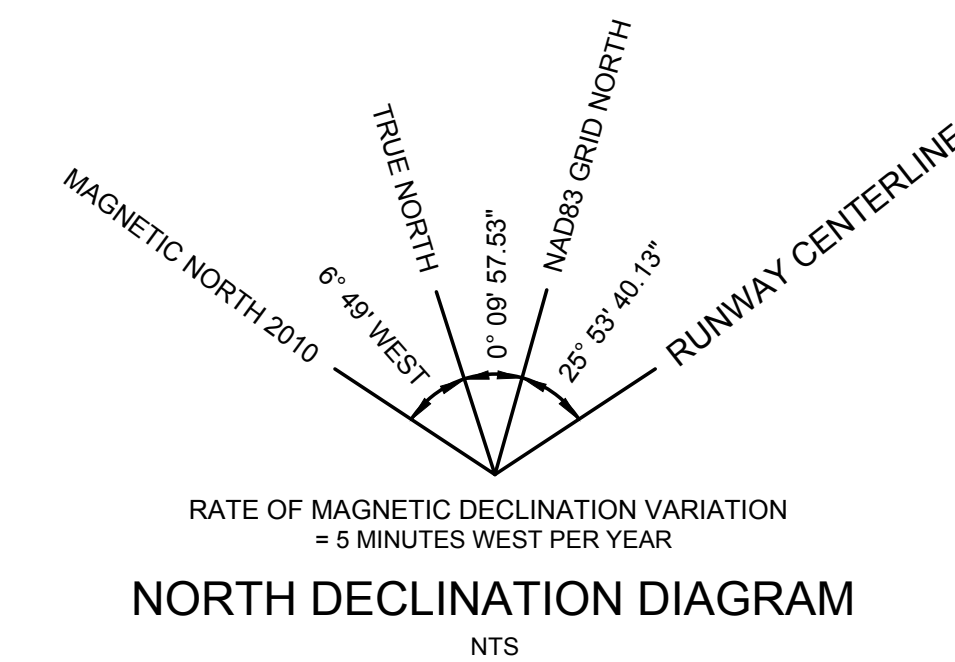
- CURRENT PHASE TERMINAL BUILDING DEVELOPMENT
- CURRENT PHASE HANGAR DEVELOPMENT
- PHASE 1 PROPERTY ACQUISITION
- PHASE 1 RUNWAY AND TAXIWAY DEVELOPMENT
- MoDS NRA # 2011-ASO-890-NRA
- PHASE 1 RUNWAY PROTECTION ZONE (RPZ)
- PHASE 1 DEPARTURE RUNWAY PROTECTION ZONE (DRPZ)
- RSA PHASE 1 RUNWAY SAFETY AREA
- OFA PHASE 1 RUNWAY OBJECT FREE AREA
- OFZ PHASE 1 OBJECT FREE ZONE
- BRL PHASE 1 BUILDING RESTRICTION LINE
- OFABRL PHASE 1 RUNWAY OBJECT FREE AREA/BUILDING RESTRICTION LINE
- RSA/OFZ PHASE 1 RUNWAY SAFETY AREA/OBJECT FREE ZONE
- AIRPORT PROPERTY LINE
- PHASE 1 AIRPORT PROPERTY LINE
- AIRPORT BUILDING

**AIRPORT BUILDINGS**

BUILDING NO.	NAME	TOP ELEVATION
1	Airport Passenger Terminal	56.8
2	Air Traffic Control Tower (ATCT)	80.7
3	Airport Rescue and Fire Fighting (ARFF)	44.0
4	Civil Air Patrol (CAP)	48.5
5	Fixed Base Operation (FBO)	50.9
6	Hangar	52.8
7	T-hangar	50.9
8	T-hangar	50.9
9	T-hangar	35.3
10	T-hangar	35.4
11	Abandoned ARFF Facility	45.6
12	Storage Building	28.9
13	Airfield Electrical Vault	30.1
14	Hangar (Under Construction)	Not Available

**FAA DISCLAIMER**

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICIES OF THE FAA. THE ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.



REVISION	DATE	DESCRIPTION

**HILTON HEAD ISLAND AIRPORT**  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 130 Beach City Road  
 Hilton Head Island, SC 29926-2704  
 (843) 689-5400

BEAUFORT COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 GARY KUBIC  
 COUNTY ADMINISTRATOR

Airport Layout Plan (Phase 1 Development)

**TALBERT & BRIGHT** Columbia, South Carolina

DATE: September 6, 2011 SCALE: 1 Inch = 300 Feet SHEET: **3** OF **14**



# **MEMORANDUM**

**TO:** Town Council

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

**RE:** Proposed Ordinance Number 2018-03/Execution of a Lease with the Island Recreation Association, Inc.

**DATE:** March 21, 2018

**CC:** Gregory D. DeLoach, Esq., Assistant Town Manager for Administration  
Scott Liggett, Director Public Projects & Facilities  
Brian E. Hulbert, Esq., Staff Attorney

---

No changes were made to Proposed Ordinance #2018-03 as a result of First Reading on March 20, 2018.

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

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2018-03**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH THE ISLAND RECREATION ASSOCIATION, INC. FOR PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina, owns a parcel of real property which is more particularly and known as described as Suite L, 58 Shelter Cove Lane, Hilton Head Island, South Carolina; and

**WHEREAS**, the Island Recreation Association, Inc., desires to use and occupy the Town Property located at Suite L, 58 Shelter Cove lane for purposes of a Senior Center; and

**WHEREAS**, the Town Council for the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town to enter into a Lease Agreement with the Island Recreation Association, Inc., for its use and occupation of Town Property located at Suite L, 58 Shelter Cove Lane.

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

**Section 1 Execution of Lease.**

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

**Section 2 Severability.** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall no affect the validity of the remaining portions thereof.

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018**

**By: \_\_\_\_\_**  
**David Bennett, Mayor**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

LEASE OF SUITE L OF  
58 SHELTER COVE LANE

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,

AND

THE ISLAND RECREATION ASSOCIATION, INC.,  
A SOUTH CAROLINA NON-PROFIT CORPORATION

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

TABLE OF CONTENTS

LEASED PREMISES.....Page 1

TERM.....Page 1

RENT.....Page 2

USE AND COMPLIANCE.....Page 2

    PERMITTED USE.....Page 2

    COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.....Page 2

THE LESSEE’S DUTY TO MAINTAIN AND REPAIR.....Page 2

    REPAIRS TO LEASED PREMISES.....Page 2

    LESSOR NOT LIABLE.....Page 3

LESSOR REPRESENTATIONS.....Page 3

    ZONING.....Page 3

    QUIET ENJOYMENT.....Page 3

SURRENDER OF LEASED PREMISES.....Page 3

LESSOR’S RIGHT OF ENTRY.....Page 4

UTILITIES.....Page 4

    UTILITY CONNECTIONS.....Page 4

    ARRANGEMENT AND PAYMENT FOR UTILITIES.....Page 4

SIGNS.....Page 4

CONTROL OF LEASED PREMISES.....Page 4

    THE LESSEE’S EXCLUSIVE CONTROL.....Page 4

    SURVIVAL.....Page 4

DAMAGE OR DESTRUCTION OF LEASED PREMISES.....Page 4

    DESTRUCTION OF LEASED PREMISES.....Page 4

    DAMAGE TO THE LEASED PREMISES.....Page 5

EMINENT DOMAIN.....Page 5

    TERMINATION OF LEASE.....Page 5

    NOTICE OF ELECTION.....Page 5

    CONDEMNATION.....Page 5

SUBLETTING PROHIBITED.....Page 5

DEFAULT OF LESSEE.....Page 6

    FAILURE TO PAY RENT OR MONEY DUE.....Page 6

VIOLATION OF LEASE.....	Page 6
ABANDONMENT OF LEASED PREMISES.....	Page 6
DISSOLUTION.....	Page 6
WARRANTIES AND REPRESENTATIONS.....	Page 6
DEFAULT OF THE LESSOR.....	Page 6
RIGHTS OF THE PARTIES ON DEFAULT.....	Page 6
ALL REMEDIES PRESERVED.....	Page 6
ATTORNEY’S FEES AND COSTS.....	Page 6
INTERPRETATION.....	Page 6
NO WAIVER.....	Page 7
MECHANIC’S LIENS OR OTHER LIENS.....	Page 7
ESTOPPEL CERTIFICATES.....	Page 7
WAIVER OF JURY TRIAL.....	Page 7
HAZARDOUS MATERIALS.....	Page 8
HAZARDOUS MATERIALS PROHIBITED.....	Page 8
LESSOR’S RIGHTS.....	Page 8
INDEMNIFICATION.....	Page 8
SURVIVAL.....	Page 8
MISCELLANEOUS.....	Page 8
BINDING EFFECT.....	Page 8
ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS.....	Page 8
SEVERABILITY.....	Page 8
EXECUTION OF COUNTERPARTS.....	Page 8
APPLICABLE LAW.....	Page 9
CAPTIONS.....	Page 9
RECORDING PROHIBITED.....	Page 9
PLURAL/SINGULAR.....	Page 9
NO THIRD PARTY BENEFICIARIES.....	Page 9
NOTICES.....	Page 9
SURVIVAL.....	Page 9
FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS.....	Page 9

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

LEASE

This Lease Agreement (hereinafter, the “Lease”), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2018, between the Town of Hilton Head Island, South Carolina (hereinafter, “Lessor”), and the Island Recreation Association, Inc., a South Carolina non-profit corporation (hereinafter, “Lessee”).

For and in consideration of the Rent to be paid by the Lessee hereunder, and the full and faithful performance of the following terms and conditions, the Lessor and the Lessee (hereinafter collectively referred to as the “Parties”), hereto mutually understand and agree as follows:

1. LEASED PREMISES:

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, Suite L of 58 Shelter Cove Lane, Hilton Head Island, South Carolina (including Lessee’s pro-rata share of the Common Area of the Building) (hereinafter, the “Leased Premises”), and all other improvements contained within Suite L of the building located at 58 Shelter Cove Lane, Hilton Head Island, South Carolina (hereinafter, the “Building”). For the purpose of this Lease, the total square feet of three thousand one hundred thirty (3,130) of the Leased Premises has been determined by measuring from the outside of any exterior wall and from the middle of any interior walls. The Lessee shall have the non-exclusive right in common with the Lessor and any other tenant, to those areas in the Building, including Building entrances, lobbies, corridors, loading docks, trash removal areas, grounds, roads, driveways, sidewalks, packing areas and facilities, and other similar areas, which enable the Lessee to obtain the use and enjoyment of the Leased Premises for its Permitted Use (hereinafter, the “Common Areas”).

2. TERM:

(a) Lessee shall have and hold the Leased Premises for a term (hereinafter, the “Lease Term”) beginning on the 1st day of July, 2018 (hereinafter, the “Commencement Date”), and ending at midnight on the 30<sup>th</sup> day of June, 2023 (hereinafter, the “Expiration Date”).

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

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

(d) If the Lessee shall be in possession of the Leased Premises after the Expiration Date (hereinafter, the “Holdover Period”), and in the absence of any written agreement extending the Lease Term hereof, or the Lessor’s demand to the Lessee to sooner vacate the Leased Premises, the tenancy under this

Lease shall become one from month to month, terminable by either party on thirty (30) days' prior written notice. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease.

3. RENT:

The following Rent schedule is based on an annual Rent rate of One and 00/100 (\$1.00) Dollar. The Rent shall be payable in equal yearly payments, in advance, beginning on the Commencement Date, and thereafter, on the first (1<sup>st</sup>) day of every year throughout the entire Lease Term.

4. USE AND COMPLIANCE:

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

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

5. THE LESSEE'S DUTY TO MAINTAIN AND REPAIR:

(a) REPAIRS TO LEASED PREMISES: Except for repairs to be performed by the Lessor, the Lessee shall keep and maintain the Leased Premises in good order, condition, and repair (including any replacement and restoration as is required for that purpose), and every part thereof and any and all appurtenances thereto wherever located, including, without limitation: the foundation, exterior walls, and roof of the building in which the Leased Premises are located, and the structural portions of the Leased Premises; the exterior and interior portion of all doors and plate glass; all plumbing and sewage facilities with the Leased Premises, including the free flow of and to the main sewer line; fixtures; heating and air-conditioning and electrical systems premises serving the Leased Premises exclusively; sprinkler systems; wall, floor, and ceilings applicable to the Leased Premises; and all installations made by the Lessee under the terms of this Lease and any Exhibits thereto, as herein provided. The Lessee shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Lessor's prior written consent. Any and all roof penetrations must first be approved by and coordinated through the Lessor, in order not to void any warranties on the roof coverings. The Lessee shall save the Lessor harmless on account of claims for mechanics or materialmen's liens, or any other lien, in connection with any work performed by the Lessee, and any such liens shall exist only against the Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days of filing and service of thereof. The Lessee shall keep and maintain the Leased Premises in accordance with all directions, rules, and regulations of the proper officials of any government or other agency having jurisdiction over the Building, at the sole cost and expense of the Lessee, and the Lessee shall comply with all requirements of law, statute, ordinance,



covenants, restrictions or otherwise, governing the use of the Leased Premises and all appurtenances thereto. The Lessee shall maintain the heating and air-conditioning systems for the Leased Premises and shall pay for all repairs that do not exceed five hundred dollars (\$500.00) per occurrence. Any repairs, on any single occurrence, over five hundred dollars (\$500.00) shall be paid by the Lessor (less five hundred dollars (\$500.00) from the Lessee), unless the cause of the repair or replacement is due to Lessee's action(s) or omission(s), which would then cause the Lessee to be liable for the total cost of the repair or replacement. The Lessor shall have the right, but not the obligation, to enter the Leased Premises to repair, replace, maintain or restore, at Lessee's expense, any items which the Lessee is responsible for maintaining, repairing, restoring, or replacing under this Article 6 and for which Lessee has failed to perform hereunder. The Lessee shall reimburse the Lessor within thirty (30) days from the written demand by the Lessor for any cost or expense plus an administrative fee not to exceed eighteen (18%) percent of such cost of expense.

(b) LESSOR NOT LIABLE: The Lessor shall not be liable for any loss or damage to the Lessee's personal property, equipment, fixtures, and improvements to the Leased Premises.

6. LESSOR REPRESENTATIONS:

(a) ZONING: The Lessor hereby warrants and represents that the Leased Premises are properly zoned for the Lessee's Permitted Use(s) and that the Lessee's Permitted Use(s) thereof is permitted upon the Leased Premises.

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

7. SURRENDER OF LEASED PREMISES:

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

8. LESSOR'S RIGHT OF ENTRY:

The Lessor or its employees/agents may enter the Leased Premises at any mutually agreeable time for the purpose of inspecting or maintaining the Leased Premises. In the event of an emergency, however, the Lessor or its employees/agents may enter the Leased Premises without consent or agreement of the Lessee. Keys for this purpose must be held by the Lessor or its employees/agents. In the event that the Lessee desires to change or alter any locks to the Leased Premises, the Lessee will notify the Lessor of the Lessee's request, and the Lessor or the Lessor's employee(s)/agent(s) will have the locks changed or altered at the Lessee's expense.

9. UTILITIES:

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

(b) ARRANGEMENT AND PAYMENT FOR UTILITIES: The Lessee shall arrange for the provision of all utilities to be furnished to the Leased Premises during the term of the Lease. The Lessee shall pay for its own telephone, internet, janitorial, cable TV, water, sewage, garbage disposal, electricity services, and any other utility services for the Leased Premises. The Lessor shall have no obligation to provide or pay for any utility service in connection with the Leased Premises.

10. SIGNS:

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

11. CONTROL OF THE LEASED PREMISES:

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

(b) SURVIVAL: The warranties and representations set forth in this Article shall survive the expiration, cancellation, or termination of this Lease.

12. DAMAGE OR DESTRUCTION OF THE LEASED PREMISES:

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

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

13. **EMINENT DOMAIN:**

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

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

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

14. **SUBLETTING PROHIBITED:**

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

15. **DEFAULT OF LESSEE:**

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

(a) **FAILURE TO PAY RENT FOR MONEY DUE:** If the Lessee shall fail to pay any payment of Rent, or any other sum of money due and payable under this Lease, whether to the Lessor or otherwise, when due and payable, and such failure shall continue for a period of ten (10) days from the due date thereof;

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

(c) **ABANDONMENT OF LEASED PREMISES:** If the Lessee shall desert, vacate, or not regularly use the Leased Premises for a period of thirty (30) days or more, even though the Lessee continues to timely pay all Rent Payments when due;

(d) **DISSOLUTION:** The dissolution of the Lessee for any reason; or

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

16. **DEFAULT OF THE LESSOR:**

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

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

17. **RIGHTS OF THE PARTIES ON DEFAULT:**

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

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

18. **INTERPRETATION:**

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

19. NO WAIVER:

The Lessor's acceptance of any payment of Rent following any Default by the Lessee shall not waive the Lessor's rights regarding such a Default. No waiver by the Lessor of any violation or breach of any of the terms contained in this Lease shall waive the Lessor's rights regarding any future violation of such term, or any violation of any other term contained within this Lease. The Lessor's acceptance of any partial payment of Rent shall not waive the Lessor's rights with regard to the remaining portion of the Rent regardless of any endorsement or other statement on any instrument delivered in payment of Rent, or any writing delivered to the Town in connection therewith. Accordingly, the Lessor's acceptance of any partial payment as required by this Lease shall not constitute an accord and satisfaction with respect to the full amount of any such payment.

20. MECHANIC'S LIENS OR OTHER LIENS:

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

21. ESTOPPEL CERTIFICATES:

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

22. WAIVER OF JURY TRIAL:

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

23. HAZARDOUS MATERIALS:

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

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

(c) **INDEMNIFICATION:** The Lessee shall indemnify the Lessor and pay the cost of any cleanup or remediation and shall defend the Lessor, and hold the Lessor harmless from any claims, judgments, damages, penalties, fines, or losses which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of any Hazardous Materials in, on, or under the Leased Premises, or within the Building, which Hazardous Materials were brought upon, kept, or used in or about the Leased Premises or the Building, by the Lessee. This indemnity provision shall survive the termination or expiration of this Lease.

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

24. **MISCELLANEOUS:**

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

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

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

(d) **EXECUTION IN COUNTERPARTS:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

(f) CAPTIONS: The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Articles of this Lease.

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

(h) PLURAL/SINGULAR: Where appropriate, the use of the singular herein shall include and be deemed to be the plural and the use of the plural herein shall be deemed to include the singular.

(i) NO THIRD PARTY BENEFICIARIES: The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

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

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

With Copy to: Gregory M. Alford, Esq.  
ALFORD LAW FIRM, LLC  
Post Office Drawer 8008  
Hilton Head Island, SC 29938-8008

To the Lessee: ISLAND RECREATION ASSOCIATION, INC.  
Frank Soule, Executive Director  
P.O. Box 22593  
Hilton Head Island, SC 29925

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

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

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina and Island Recreation Association, Inc. have, or have caused their duly authorized officers and representatives to, execute this Lease as of the date and year first above written.

**WITNESSES:**

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

\_\_\_\_\_

**By:** \_\_\_\_\_  
**David Bennett, Mayor**

\_\_\_\_\_

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

**ISLAND RECREATION ASSOCIATION, INC.**

\_\_\_\_\_

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

\_\_\_\_\_

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





# **TOWN OF HILTON HEAD ISLAND**

*Community Development Department*

**TO:** Stephen G. Riley, ICMA-CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Director of Community Development*  
**VIA:** Jennifer Ray, *Planning & Special Project Manager*  
**FROM:** Marcy Benson, *Senior Grants Administrator*  
**DATE:** March 12, 2018  
**SUBJECT:** Fair Housing Resolution

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**Recommendation:**

Staff requests Town Council approval of the attached Fair Housing Resolution.

**Summary:**

In order for the Town to participate in the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program it is necessary to certify it will undertake action to affirmatively further fair housing. By approving and advertising this resolution the Town will meet this program component. The attached resolution is modeled on a recommended format provided by the Lowcountry Council of Governments, which has been used previously by the Town. The Hilton Head Association of Realtors supports this resolution and the celebration of the 50<sup>th</sup> anniversary of the passage of the US Fair Housing Law.

**Background:**

April is recognized as National Fair Housing Month. In order to participate in the HUD CDBG Entitlement Program it is necessary for the Town to certify it supports the rights of all individuals, regardless of race, color, religion, sex, national origin, disability or familial status to fair housing opportunities. This resolution is one of the actions that will satisfy this program component. The attached resolution is consistent with resolutions adopted by Town Council in previous years for this effort.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO PROCLAIM APRIL 2018 AS FAIR HOUSING MONTH**

**WHEREAS**, the Town of Hilton Head Island desires that all its citizens be afforded the opportunity to attain a decent, safe and sound living environment; and

**WHEREAS**, the Town of Hilton Head Island rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental or provision of other housing services; and

**WHEREAS**, equality of opportunity for all is a fundamental policy of this nation, state, county and town; and

**WHEREAS**, fair housing is economically stabilizing and promotes human relations within the community by supporting diversity and providing positivity within the community; and

**WHEREAS**, with cooperation, commitment and support from all citizens can barriers to the enjoyment of this and other aspects of equality of opportunity for all be removed; and

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

**WHEREAS**, April 11, 2018 marks the 50<sup>th</sup> anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended; and

**WHEREAS**, April is recognized nationally as Fair Housing Month;

**NOW THEREFORE, BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA DOES HEREBY DESIGNATE APRIL 2018 AS FAIR HOUSING MONTH.**

**MOVED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF April, 2018.**

\_\_\_\_\_  
David Bennett, Mayor

\_\_\_\_\_  
Krista Wiedmeyer, 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:** Charles Cousins, AICP, *Director of Community Development*  
**VIA:** Jennifer Ray, ASLA, *Planning and Special Projects Manager*  
**FROM:** Jayme Lopko, AICP, *Senior Planner*  
**CC:** Shawn Colin, AICP, *Deputy Director of Community Development*  
**DATE:** March 22, 2018  
**SUBJECT:** Public Art Agreement

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

**Summary:** Although most pieces of art donated to the Town are purchased by the Public Art Committee as a result of their Biennial Public Art Exhibition, pieces are sometimes commissioned and donated with the intent of being included in the Town’s public art collection.

A group of cyclists who want to celebrate cycling with a piece of permanent art have commissioned local artist Kevin Lawless to create “CYCLE.” When completed, “CYCLE” will be donated to the CFL for inclusion into the Town’s public art program. The Public Art Committee has selected the Coligny Beach Park as the desired location for this piece.

**Background:** The Community Foundation of the Lowcountry created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island. This request will support the Public Art Committee’s effort to build upon the collection of public art pieces located in public places.

Town Council adopted the Fiscal Year 2018 budget, including the Capital Improvement Program (CIP), which included funding for the installation and maintenance of public art.

Execution of the Foundation’s attached Gift Agreement does hereby donate the artwork, “CYCLE”, to the Town of Hilton Head Island and its citizens.

**Attachments:**

- Attachment A:* Resolution – “CYCLE”
- Attachment B:* Gift Agreement and Exhibits – “CYCLE”
- Attachment C:* Letter from Community Foundation of the Lowcountry Public Art Committee

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

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

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

**WHEREAS**, the Town in partnership with the Foundation’s Public Art Fund Committee have developed the Town’s Public Art Program, and;

**WHEREAS**, the Public Art Fund Committee evaluates and approves all pieces of art suggested for acceptance into the Town’s Public Art Program, and;

**WHEREAS**, the Town accepts pieces of art that are recommended by the Public Art Fund Committee to be included in the Town’s Public Art Program, and;

**WHEREAS**, “CYCLE” was donated to the Foundation’s Public Art Fund Committee for inclusion in the Town’s Public Art Program;

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

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

**MOVED, APPROVED, AND ADOPTED BY TOWN COUNCIL THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.**

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**David G. Bennett, Mayor**

**Attest:**

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

**APPROVED AS TO FORM:**

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**Gregory M. Alford, Town Attorney**

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of April 2018 between Community Foundation of the Lowcountry, Inc. (hereinafter called "Foundation") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Foundation has received a donation of artwork titled "CYCLE" (hereafter referred to as "Artwork"), that is further described in Exhibit A to this Agreement; and

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

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

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

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

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

**3. Delivery and Installation of the Artwork.** Upon final acceptance of the Artwork by the Foundation, the Foundation shall cause the Artwork to be delivered to the installation location at the Coligny Beach Park, as described in Exhibit B to this Agreement. The Town shall be responsible for all costs of installation. The Town, at its own expense, shall undertake adequate site preparation, including construction of a suitable base for the Artwork prior to delivery and installation.

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

**5. Insurance.** The Town shall be responsible for maintaining property insurance on the full value of the Artwork. The Town and the Foundation agree that the current value of the Artwork is Seven Thousand Five Hundred dollars (\$7,500.00). In the event of loss or damage, the insurance proceeds shall be used to repair, restore, or replace the Artwork. If after such loss or damage the Town determines that the loss or damage is so material and substantial as to require abandonment of the Artwork rather than repair, restoration, or replacement, then the insurance proceeds shall be paid to the Foundation, less any costs paid by the Town for prior maintenance, repairs, restoration and the cost of insurance of the Artwork.

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

**7. Miscellaneous.**

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

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

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

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

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

**WITNESSES:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_

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

**David G. Bennett**

\_\_\_\_\_

**Its: Mayor**



## **EXHIBIT A**

### **DESCRIPTION AND MAINTENANCE OF THE ARTWORK**

Description: Mrs. Donna Garske and her children would like to donate a contemporary sculpture of a bicycle to be displayed in a public area located on Hilton Head Island. This contemporary piece of art is symbolic and represents the importance of cycling on Hilton Head Island. The piece will be designed by Kevin Lawless, Iron Art by Kevin.

Size of CYCLE, not including support base: The CYCLE will be 25% larger than a 56MM size road cycle. Length, front tire to back of rear tire is 72 inches. Top of seat to top of base 50 inches. Handle bar to top of support base 48 inches. Cyclist figure head to top of base 66 inches. Base: As pictured and permanently secured.

Materials, color, and maintenance: CYCLE will use aluminum 304 and a solid bar for the seat post. Color is powder cover silver. Materials are basically maintenance free and will withstand weather elements for an extended length of time.

Safety: CYCLE seat post will extend through base four feet into the ground and anchored by a cement ball foundation. Both front wheel and rear wheel will be screwed into CYCLE base. This will achieve stability. There will be no sharp or pointed edges.



# EXHIBIT B LOCATION



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

## Town of Hilton Head Island Coligny Beach Park Location

175 0 175 Feet



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



4 Northridge Drive, Suite A • Post Office Box 23019 • Hilton Head Island, SC 29925

P: 843.681.9100 • F: 843.681.9101 • cf-lowcountry.org

November 17, 2017

The Honorable David Bennett  
Mayor, Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928

Dear Mayor Bennett,

The Town of Hilton Head Island and Community Foundation of the Lowcountry have worked together for nearly 10 years to successfully secure large-scale sculptures to create and grow the Town's public art collection. To date, seven sculptures have been installed on Town property around the island. Each location has been approved by the Town.

We have several sculptures that we would like to add to the Town's public art collection. Additionally, we would like the Town to approve a location for them. This letter will serve to request that the Town consider these actions.

1. We would like the Town to approve Coligny Beach Park as a site for permanent installation of public art pieces.
2. We request that the Town approve two new sculptures to be added to the public art collection.
  - a. "Sandy Roads," by local artist Mark Larkin, is a piece that was part of our 2013 Public Art Exhibition on Hilton Head Island. After the exhibition Larkin donated the piece to the Community Foundation. The sculpture was slated to be installed in the new Coligny Park, but with the park's uncertain completion date, it's been suggested that Coligny Beach Park is a more appropriate spot. We request that the Town accept "Sandy Roads" into its growing public art collection. Attached is a photo, along with a description and maintenance requirements.
  - b. We have been approached by a group of cyclists who want to celebrate cycling with a piece of permanent art. They've commissioned Kevin Lawless, a highly regarded local artist, to create "CYCLE." The piece, if approved by the Town, will be gifted to Community Foundation of the Lowcountry and subsequently donated to the Town of Hilton Head Island. I've attached additional information about this piece, as well.

We appreciate what the Town does to help make the public art program so successful. Thanks for your consideration,

  
Jean M. Heyduck  
Vice President for Marketing and Communications