



**The Town of Hilton Head Island
Town Council Meeting
Tuesday, April 23, 4:00 p.m.**

**Hilton Head Island High School Seahawk Cultural Center
School Road, Hilton Head Island, SC 29926**

REVISED AGENDA

Revisions
Addition of Agenda Item
14(a).

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

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Pledge to the Flag**
- 4. Invocation – Reverend Brett Myers, First Baptist Church Hilton Head Island**
- 5. Proclamations/Commendations**
 - a. Bike Month
- 6. Approval of Minutes**
 - a. Town Council Meeting April 2, 2019
- 7. Report of the Town Manager**
 - a. Beaufort County Economic Development Corporation – John O’Toole
 - b. Items of Interest
 - i. Town News
 - ii. Noteworthy Events
- 8. Reports from Members of Council**
 - a. General Reports from Council
 - b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins
 - c. Report of the Community Services Committee – Marc Grant
 - d. Report of the Public Planning Committee – David Ames
 - e. Report of the Public Facilities Committee – Marc Grant
 - f. Report of the Finance & Administrative Committee – Tom Lennox
- 9. Appearance by Citizens**
- 10. Consent Agenda – None**
- 11. Unfinished Business**
 - a. **Second Reading of Proposed Ordinance 2019-12 – Execution of Lease and Sale of Real Property with ArborNature, LLC**

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

11. Unfinished Business (cont.)

b. Second Reading of Proposed Ordinance 2019-11 – Standing Committees of Town Council

Second Reading of Proposed Ordinance 2019-11 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council and Rules of Procedure) Section 2-5-60, Committees of Council; and providing for severability and an effective date.

12. New Business

a. Consideration of a Recommendation – Approval of Marketing Plan

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

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

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

13. Executive Session

a. Land Acquisition:

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

- i.** In the Beach City Road area; and
- ii.** In the Main Street area.

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

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

15. Adjournment

Proclamation

**BY
THE TOWN OF HILTON HEAD ISLAND**

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

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

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

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

WHEREAS, May 13-19, 2019 is National Bike to Work Week; and May 17, 2019 is National Bike to Work Day.

NOW THEREFORE, I, John J. McCann, Mayor of the Town of Hilton Head Island, do hereby proclaim the month of May 2019, as:

BIKE MONTH

In the Town of Hilton Head Island, South Carolina, and encourage all citizens to participate in this month's biking activities.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this 23rd day of April, in the Year of our Lord, Two Thousand and Nineteen.

John J. McCann, Mayor

Attest:

Krista M. Wiedmeyer, Town Clerk

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

Date: Tuesday, April 2, 2019

Time: 4:00 P.M.

Present from Town Council: John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro-Tempore*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, Glenn Stanford, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*; Charles Cousins, *Assistant to the Town Manager*; Shawn Colin, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; Jennifer Ray, *Deputy Director of Community Development*; Teri Lewis, *Deputy Director of Community Development*; Jayme Lopko, *Senior Planner*; Andrew Nicholls, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Katherine Kokal, *Island Packet*

1. Call to Order

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

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

3. Pledge to the Flag

4. Invocation

Pastor Larry Eckart with Island Lutheran Church delivered the invocation.

5. Proclamations & Commendations

a. Commendation Recognizing Kathi Bateson as the recipient of the 2019 Elizabeth O'Neill Verner Award

Mayor McCann presented Ms. Bateson with the Commendation recognizing her as the recipient of the 2019 Elizabeth O'Neill Verner Award.

Mayor McCann stated that without objection, the agenda would change, moving item 11(b), First Reading of Proposed Ordinance 2019-08, the Rezoning of the Christian Academy Property before agenda item 6, Approval of Minutes. See original agenda item herein for the minutes.

6. Approval of Minutes

a. Town Council Meeting March 19, 2019.

Mr. Lennox moved to approve the Town Council meeting minutes from March 19, 2019. Mrs. Becker seconded, the motion was approved by a vote of 6-0. Mr. Harkins excused himself from the meeting.

7. Report of Town Manager

a. Culture & Arts Advisory Committee Bi-annual Update – Jenn McEwen, Director of Cultural Affairs

Jenn McEwen, Director of Cultural Affairs, provided the members of Town Council with an update that covered the last six months of business. She highlighted many of the upcoming events taking place throughout the Island. Ms. McEwen updated Council on the upcoming lantern parade taking place this November, and noted that the parade coordinator recently visited the Town to discuss the event.

b. The First Tee of the Lowcountry – Pat Zuk, Executive Director

Pat Zuk, Executive Director, introduced himself to the Mayor and members of Town Council. He went on to give a brief overview of the happenings within the First Tee of the Lowcountry and the upcoming activities for the coming months.

7. Report of the Town Manager (cont.)

c. Items of Interest

Mr. Riley reviewed the Items of Interest, including Town news, upcoming Town meetings, and noteworthy events taking place throughout the Island over the coming weeks. He also pointed out that the next Town Council meeting would be held at the Hilton Head Island High School Cultural Center.

8. Reports from Members of Council

a. General Reports from Council

Mayor McCann stated that he and the Town Manager, Mr. Riley had the pleasure of hosting the Honored Islanders for dinner at Hudson's Seafood. He said it was a great night with good conversation and great company.

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

Mr. Harkins was absent, no update was provided.

c. Report of the Community Services Committee – Marc Grant, Chairman

Mr. Grant stated that the Committee met the week prior where they interviewed applicants for the comprehensive planning committee. He said that a recommendation would be discussed later in the evening during Executive Session.

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

Mr. Ames stated that the Committee met on March 28th where the discussion was on the rezoning of the Christian Academy property. He said the next meeting would take place on April 10th where the Housing Consultant would be delivering her report.

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

Mr. Grant stated that the Committee met on March 25th where they discussed the trash and recycle containers. He said that he anticipated a recommendation coming forward to the upcoming Town Council meeting on April 23rd.

f. Report of the Finance & Administrative Committee – Tom Lennox, Chairman

Mr. Lennox reported that the next meeting for the Committee would take place on Tuesday, April 23, 2019 either at Town Hall or at the Hilton Head Island High School.

9. Appearance by Citizens

Skip Hoagland: addressed the members of Council regarding the Town and Chamber matters.

Ed Geiger: addressed the members of Town Council regarding his concerns with a zoning matter concerning a cat sanctuary.

10. Consent Agenda – None

11. Unfinished Business

a. First Reading of Proposed Ordinance 2019-12

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

Mr. Grant moved to approve. Mr. Lennox seconded. With general discussion about this matter from both the members of Council and the public at large, this item passed by a vote of 5-0-1. Mr. Stanford abstained.

11. Unfinished Business (cont.)

b. First Reading of Proposed Ordinance 2019-08

First Reading of Proposed Ordinance 2019-08 to amend Title 16, “The Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Indigo Run Master Plan with respect to the certain 13.83 acre parcel located at 55 Gardner Drive, identified as Parcel 98A on Beaufort County Tax Map 8, within the Indigo Run Master Plan “Parcel 15-F” under the PD-1 (Planned Development Mixed Use) District, to remove the Commercial and Public Recreation uses and Commercial Density, and to add Multi-Family Residential Use with Density of 300 Units, and to maintain the existing Institutional use and Density, and to reduce the maximum building height allowed from 75 feet to 55 feet; and providing for severability and an effective date.

Mr. Harkins moved to open this item up for discussion purposes only. Mrs. Becker seconded. Mayor McCann opened the discussion by asking the developers, Wood and Partners, Inc. and Mr. Nester of Burr and Forman, Attorney for the developer, if they had a presentation they wished to make to Town Council. Upon the conclusion of their presentation, the members of Council asked many questions of both the developer and Mr. Nester. Mayor McCann then opened the discussion up to the public at large where many citizens within the surrounding area of the Christian Academy property addressed Council asking that they vote against the rezoning, and consider utilizing the property for another use. Other members of the community stated they were happy to see the changes the developers had brought back, and looked forward to further discussions. Just prior to the conclusion of the discussion of this matter, Mr. Nester asked to withdraw the rezoning application. The matter closed without objection.

c. First Reading of Proposed Ordinance 2019-11

First Reading of Proposed Ordinance 2019-11 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council and Rules of Procedure) Section 2-5-60, Committees of Council; and providing for severability and an effective date.

Mr. Lennox moved to amend the motion, changing the membership for the Public Planning Committee from three (3) members and one alternate to five (5) members and one alternate. He further moved to change the name of the Community Services Committee to the Community Services and Public Safety Committee. Mr. Grant seconded. With some discussion from both the public and Town Council, the motion was approved by a vote of 6-0.

d. Second Reading of Proposed Ordinance 2018-14

Second Reading of Proposed Ordinance 2018-14 to amend Title 17 (Noise Control) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Sections 17-4-113 and 115; and provide for severability and an effective date.

Mr. Grant moved to approve. Mrs. Becker seconded. No discussion was had from either Town Council or the public at large. The motion passed by a vote of 6-0.

e. Second Reading of Proposed Ordinance 2019-07

Second Reading of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2019; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and effective date.

Mr. Grant moved to approve. Mrs. Becker seconded. With some discussion from the members of Council, and none from the public at large. The motion passed by a vote of 5-1, Mrs. Becker opposed.

12. New Business

a. Consideration of a Resolution – Fair Housing Month

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to proclaim April 2019 as “Fair Housing Month”

Mr. Grant moved to approve. Mrs. Becker seconded, the motion was approved by a vote of 6-0.

b. Consideration of a Resolution – Creating the Our Plan Development Team

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, creating the Our Plan Development Team as an Ad Hoc Committee of the Planning Commission to support the development of a new Comprehensive Plan for the Town of Hilton Head Island.

Mr. Grant moved to approve. Mrs. Becker seconded. With discussion from Town Council, the motion was approved by a vote of 6-0.

13. Executive Session

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

At 7:04 p.m. Mr. Grant moved to go into Executive Session for the items mentioned by the Town Manager. Mrs. Becker seconded, the motion was approved by a vote of 6-0.

Town Council returned from Executive Session at 7:23 p.m.

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

Mr. Grant stated that the Community Services Committee met on March 25, 2019 and conducted interviews with candidates for the “Our Plan Development Team.” He then made a motion to appoint the following citizens to the “Our Plan Development Team”: Jean Antonuccio, Jean Beck, Morris Campbell, John Carroll, David D’Amico, Judd Carstens, Peter Kristian, and Michael Scanlon.

Mr. Grant further moved to appoint Judd Carstens as Committee Chair. Mrs. Becker seconded. Without further discussion, the motion was approved by a vote of 6-0.

15. Adjournment

At 7:24 p.m., Mr. Stanford moved to adjourn, Mrs. Becker seconded, the motion to adjourn was approved by a vote of 6-0

Krista M. Wiedmeyer
Executive Assistant/Town Clerk

Approved: 04/23/2019

John J. McCann, Mayor



TOWN OF HILTON HEAD ISLAND ITEMS OF INTEREST APRIL 23, 2019

TOWN NEWS

- Earlier this month, Mayor McCann visited Dispatch to present the National Public Safety Telecommunicators Week Proclamation. Initially set up in 1981, this week-long event, is a time to celebrate and thank those who dedicate their lives to serving the public.

TOWN OF HILTON HEAD ISLAND MEETINGS

- Culture & Arts Advisory Committee – Wednesday, April 24, 2019 – 9:00 a.m.
- U.S. 278 Gateway Corridor Committee – Wednesday, April 24, 2019 – 3:00 p.m.
- Special Town Council Meeting – Thursday, April 25, 2019 – 10:30 a.m.
- Public Planning Committee – Thursday, April 25, 2019 – 3:00 p.m.
- Planning Commission – Wednesday, May 1, 2019 – 9:00 a.m.
- Gullah-Geechee Land & Cultural Preservation Task Force – Monday, May 6, 2019 – 1:00 p.m.
- Finance and Administrative – Tuesday, May 7, 2019 – 2:00 p.m.
- Town Council Meeting – Tuesday, May 7, 2019 – 4:00 p.m.

Meetings are subject to change and/or cancellation. Please visit the Town's website at www.hiltonheadislandsc.gov for meeting dates and times.

HILTON HEAD ISLAND EVENTS

- Spring Music & Taste on the Harbour – Every Thursday through May 16th - 6:00 – 9:00 p.m. at Shelter Cove Harbour
- Human Association Dog Walk – Saturday, April 27, 2019 – 8:00 – 11:30 a.m. at Coligny Beach
- 2019 Palmetto Heart Walk & 5k Race – Saturday, April 27, 2019 – 8:30 – 12:30 p.m. at Shelter Cove Community Park
- The Art Walk – Saturday, April 27, 2019 – 10:00 – 5:00 p.m. & Sunday, April 28, 2019 – 11:00 – 4:00 at Honey Horn



For more events taking place on the Island, please visit the Town's Office of Cultural Affairs Events page at www.culturehhi.org/events/.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, *AICP, Director of Community Development*
FROM: Teri Lewis, *AICP, Deputy Director of Community Development*
DATE: April 4, 2019
SUBJECT: Proposed Ordinance 2019-12 Lease and Sale of Summit Drive Tract to
ArborNature

Town Council made no changes to proposed ordinance 2019-12 as a result of their meeting on April 2, 2019.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH ARBORNATURE, LLC, OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND FOR THE SALE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, UNDER THE ATURHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2018), AND § 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina, owns a parcel of real property known as R510-009-0000-1034-and located at Summit Drive, Hilton Head Island, South Carolina (the “Town Property”); and,

WHEREAS, ArborNature, LLC, desires to lease and to purchase an approximately 4 acre portion of the Real Property for purposes of relocating its business operations in accordance with the Court Settlement reached in connection with Civil Action Numbers 2017- CP-07-0374 and 2017-CP-07-517, and which is shown and described on the Plat attached hereto as Exhibit “A” (the “Leased Property”); 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 of Hilton Head Island, South Carolina, to enter into a Lease Agreement with ArborNature, LLC, on the terms substantially similar to those set out in the proposed “Lease Agreement” attached hereto as Exhibit “B”; 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 of Hilton Head Island, South Carolina, to convey the Leased Property to ArborNature, LLC, in accordance with the Option to Purchase contained in Article 9 of the Lease Agreement, upon exercise of the Option by ArborNature, LLC; and,

WHEREAS, S. C. Code Ann. § 5-7-40 (Supp. 2018) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), states that the lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

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

Section 1. Execution of Lease Agreement and Conveyance Documents.

- (a) The Mayor and/or the Town Manager are hereby authorized to execute and deliver the Lease Agreement with ArborNature, LLC, in a substantially similar form and substance to the document attached hereto as Attachment B; and, upon the exercise of the Option to Purchase contained in Article 9 of the Lease Agreement, by ArborNature, LLC, to execute and deliver to ArborNature, LLC, the Deed and all documents necessary to complete the transaction and convey the property to ArborNature, LLC; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the lease of the real property and the conveyance of the real property as described in the Lease Agreement.

Section 2. Severability.

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

Section 3. Effective Date.

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

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF APRIL, 2019.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



Arbor Nature Plat



Town of Hilton Head Island

ArborNature Plat
March 2018



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state of completion or for any losses arising from the use of the map.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into on _____
_____ 2018 by and between the **Town of Hilton Head Island, South Carolina**, a political subdivision of the State of South Carolina (the "Landlord"), and **ArborNature, LLC**, a South Carolina limited liability company (the "Tenant").

In reliance upon and in consideration of the representations, warranties, covenants, and conditions on the part of the Landlord and the Tenant contained herein, the payment by the Tenant of the rents reserved by the Landlord, and as provided for in that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, the Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the premises described herein upon the following terms and conditions:

ARTICLE 1
FUNDAMENTAL LEASE PROVISIONS

A. Specifics.

The Landlord:	Town of Hilton Head Island, South Carolina
The Tenant:	ArborNature, LLC
Description of the Premises:	4.0 Acres, being a portion of Parcel 1034, Summit Drive, Hilton Head Island, SC, more particularly described in Exhibit A attached hereto
Use of the Premises:	Any and all uses permitted by the Land Management Ordinance of the Town of Hilton Head Island as of 14 June 2017
The Term of this Lease:	One (1) Year
The Commencement Date of this Lease:	The Commencement Date, as defined in Article 2
The Expiration Date of this Lease:	One year after the Commencement Date
Option To Purchase:	Yes, as set forth in Article 9
Annual Rent:	One and No/100 (\$1.00) Dollar



The Tenant's Address for Notice: ArborNature, LLC
Mr. Adam Congrove
PO Box 22268
Hilton Head Island, SC 29925-2268

The Landlord's Address for Notice: Town of Hilton Head Island
Mr. Stephen G. Riley
One Town Center Court
Hilton Head Island, SC 29928

If there is any conflict between the foregoing summary and the following provisions of the Lease, the latter shall control.

B. Description and Location of the Premises. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby rents, hires and takes of and from the Landlord, for the term, and upon the provisions, covenants, and conditions, set forth herein, that certain real property located in the Town of Hilton Head Island and more particularly described in Exhibit A attached to this Lease (the "Premises").

ARTICLE 2
TERM

The term of this Lease shall be for a period of one year, commencing on the date of adoption of an ordinance by the Town Council of the Town of Hilton Head Island, South Carolina (the "Town") approving this Lease (the "Commencement Date").

ARTICLE 3
RENT

The Landlord hereby reserves and the Tenant shall pay to the Landlord as rent for the Premises during the term of this Lease the Annual Rent, on the Commencement Date.

ARTICLE 4
POSSESSION OF THE PREMISES

Except as may otherwise be provided herein, by entering into and using the Premises, the Tenant shall be deemed to have accepted the Premises and to have acknowledged that the same are then in the condition called for by this Lease.

ARTICLE 5
USE OF PREMISES

A. Compliance. The Tenant shall at all times during the term of this Lease, at its sole cost and expense:



1. Comply with all applicable governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Premises or the Tenant's use thereof; *provided, however*, that the Tenant shall not be required to comply with or adhere to any minimum tree coverage regulation contained in any ordinance of the Town, and the Premises is exempt from any tree requirements or regulations of the Town's Land Management Ordinance.

2. Refrain from tree grinding operations on the Premises, except between the hours of 8:00 AM and 6:00 PM on Monday through Friday, or as provided for in whatever laws may be adopted in the future by the Town Council of the Town.

B. The Tenant's Business. The Premises are leased to the Tenant for the purpose of conducting the business specified in Article 1, Section A hereof. The Tenant shall not use the Premises or any portion thereof for any other purpose or purposes whatsoever except with the Landlord's prior written consent therefor first had and obtained.

ARTICLE 6 **THE LANDLORD'S LIABILITY**

The Landlord shall not be liable for any damage to the Tenant's leasehold improvements, fixtures, or merchandise resulting from fire or other hazards, regardless of the cause thereof, and the Tenant hereby releases the Landlord from all liability for such damage.

ARTICLE 7 **TAXES**

A. Personal Property Taxes. The Tenant shall be liable for and shall pay before delinquency all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Tenant's property and any other personal property of whatsoever kind and to whomsoever belonging, situated or installed in and upon the Premises, whether or not affixed to the realty. If at any time during the term hereof any of said property, whether or not belonging to the Tenant, shall be taxed or assessed as part of the real property on which the Premises are situate, then such taxes or assessments shall, for the purpose of this Lease, be deemed to be personal property taxes or assessments and the provisions of this Article shall not be applicable thereto. For the purpose of determining the amount of such taxes or assessments, figures supplied by the Beaufort County Assessor's Office or other taxing authority as to the amount thereof shall be conclusive.

B. Real Property Taxes.

1. Payment of Tax. The Landlord shall be responsible for and shall pay before delinquency all real property taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Premises.



2. Definition. The term “real property taxes” shall include all taxes, assessments and other governmental charges (excluding general income taxes, gift taxes, inheritance taxes, and estate taxes) imposed upon the Landlord in connection with the Premises. All assessments, taxes, fees, levies and charges imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to owners or occupants also shall be deemed included within the definition of “real property taxes” for purposes of this Lease. With respect to any assessment which may be paid in annual or other installments, only the amount due thereon during any Lease Year shall be included in the term “real property taxes” for such Lease Year.

ARTICLE 8

INSURANCE AND INDEMNITY

A. Indemnity. The Tenant covenants with the Landlord that the Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of the Tenant or any other person during the term of this Lease from any cause whatsoever, by reason of the use, occupancy, and enjoyment of the Premises by the Tenant or any person thereon or holding under the Tenant, and that the Tenant will indemnify and save harmless the Landlord from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, or any repairs or alterations which the Tenant may make upon such Premises, but the Tenant shall not be liable for damage or injury occasioned by the negligence of the Landlord and its designated agents, servants or employees unless covered by insurance the Tenant is required to provide. This obligation to indemnify shall include reasonable attorneys’ fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

B. Subrogation. The Landlord and the Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by the Landlord or the Tenant, as the case may be, their respective property, the Premises, or its contents, arising from any risk generally covered by fire and extended coverage insurance, and the parties each, on behalf of their respective insurance companies insuring the property of either the Landlord or the Tenant against any such loss, waive any right of subrogation that it have against the Landlord or the Tenant, as the case may be, if such waiver is permitted by, or obtainable from, the respective insurance company.

C. The Tenant’s Insurance. The Tenant covenants and agrees that from and after the Commencement Date, the Tenant will carry and maintain, at its sole cost and expense, commercial general liability and property damage insurance with combined single limits of One Million (\$1,000,000.00) Dollars insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises.

D. Blanket Policy. Notwithstanding anything to the contrary contained within this Article 8, the Tenant’s obligation to carry the insurance provided for herein may be



brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the Tenant; *provided, however*, that the Landlord and others hereinabove mentioned shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded the Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. The Tenant agrees to permit the Landlord at reasonable times, and upon reasonable notice, to inspect the policies of insurance of the Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to the Landlord.

ARTICLE 9

OPTION TO PURCHASE

A. General. During the Term, the Tenant or its assignee shall have the exclusive option (the "Option"), subject to the conditions in this Article 9, to purchase the Premises for Three Hundred Thousand and No/100 (\$300,000.00) Dollars. The Option shall be exercised by written notice to the Landlord no later than sixty (60) days prior to the expiration of the Term. The Landlord and the Tenant shall execute a recordable memorandum of this Lease and notice of the Option for filing in the Office of the Register of Deeds for Beaufort County, South Carolina.

B. Closing Procedure. Closing of the purchase of the Premises (the "Closing") shall take place on the later of the sixty (60) days after (i) the exercise of the Option by the Tenant, or (ii) the expiration of the Term, at the Law Office of Chester C. Williams, LLC, 17 Executive Park Road, Suite 2, Hilton Head Island, South Carolina 29928. The Tenant shall give the Landlord not less than five (5) days prior notice of the date and time of the Closing. At the Closing, the Landlord shall convey good and marketable fee simple title to the real property portion of the Premises to the Tenant by general warranty deed (the "Deed"), free and clear of all monetary liens and encumbrances and other matters unless agreed to by the Tenant. The parties shall also execute or deliver such other documents as are required by law or as are consistent with standard practice in commercial real estate closings on Hilton Head Island, South Carolina.

C. Closing Costs. At Closing, the Landlord shall pay for preparation of the Deed, preparation and recording of any mortgage or lien releases and other document required to be recorded in order to deliver title in accordance with this Article 9, and the deed recording fee established by Title 12 of the Code of Laws of South Carolina (1976), as amended, any applicable Town transfer tax, its attorney's fees, and any prorations that are the responsibility of the Landlord. The Tenant shall pay for all financing costs, if any, the title examination, title insurance costs, nominal recording fees established by Title 8 of the Code of Laws of South Carolina (1976), as amended, for the deed and any loan documentation, its attorney's fees, and any prorations that are the responsibility of the Tenant.

D. Prorations. At Closing, the Lease shall terminate. Any taxes and assessments that relate to periods both before and after Closing shall be prorated between the parties as of the date of Closing. Property taxes shall be prorated based on the current year's tax. If the property taxes for the current calendar year are not



available, property taxes shall be prorated based on the prior calendar year's property taxes, plus ten (10%) percent. The proration of property taxes at Closing shall be final.

E. Title. The Tenant may conduct such examinations, including, without limitation, surveys and environmental studies of, and title to, the Premises as it desires prior to the exercise of the Option (except for such additional title examination as the Tenant may desire for title defects first occurring after the exercise of the Option and prior to Closing). If the Tenant's title examination discloses any title defects or unacceptable encumbrances on the Premises and the Tenant is unwilling to waive such defects, the Tenant shall give the Landlord written notice of such matters (the "Defect Notice") concurrently with its exercise of the Option. The Landlord shall have ten (10) days after receipt of the Defect Notice (or such longer period as may be approved by the Tenant in writing) within which to cure any title defects and remove any unacceptable encumbrances, or submit reasonable evidence to the Tenant's counsel that there is no defect.

ARTICLE 10 **EMINENT DOMAIN**

If during the Term all or any portion of the Premises is taken by any authority having the power of eminent domain, or is voluntarily conveyed by the Landlord to such authority in lieu of such taking, then the Tenant may elect to either (A) terminate this Lease on the date of possession by the condemning authority, or (B) exercise the Option.

ARTICLE 11 **CASUALTY DAMAGE AND RESTORATION**

If the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of more than twenty-five (25%) percent of the area of the Premises, the Tenant may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to the Landlord within thirty (30) days after the happening of the event causing the damage. If the casualty renders the Premises untenable, then the Landlord, in good faith, agrees to use its best efforts to provide alternate Premise of like or larger size and with the same permitted uses, to the Tenant until the date when the Premises are again made tenable.

ARTICLE 12 **ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest in this Lease, or permit the use of the Premises by, or sublet the Premises or any part of the Premises to, any person or entity.

ARTICLE 13 **RIGHT OF ACCESS**

The Landlord, and its authorized agents and representatives, shall be entitled to enter the Premises at reasonable times, and upon reasonable notice, for the purpose of



inspecting the Premises or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of the Landlord to do any work or repair, maintenance, reconstruction, or restoration which, under any provision of this Lease, is required to be done by the Tenant; and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to do the same.

ARTICLE 14
DEFAULT BY THE TENANT

A. Notice. If the Tenant defaults in the payment of the Annual Rent, or violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Landlord to the Tenant, then the Tenant shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Tenant, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Tenant, the Landlord shall be entitled to recover from the Tenant all damages suffered by the Landlord as the result of the Tenant's default.

B. Waiver of Default. The waiver by the Landlord of any default or breach of any obligation of the Tenant under this Lease shall not be a waiver of any subsequent breach by the Tenant.

ARTICLE 15
DEFAULT BY THE LANDLORD

A. Notice. If the Landlord violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Tenant to the Landlord, then the Landlord shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Landlord, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Landlord, the Tenant shall be entitled to pursue any remedy available at law or in equity, including, without limitation, specific performance.

B. Waiver of Default. The waiver by the Tenant of any default or breach of any obligation of the Landlord under this Lease shall not be a waiver of any subsequent breach by the Landlord.



ARTICLE 16
LIENS

The Tenant shall at all times indemnify, save, and hold the Landlord free, clear, and harmless from any claims, liens, demands, charges, encumbrances, or litigation arising directly or indirectly out of any use, occupancy, or activity of the Tenant, its agents, employees, subtenants, and assignees, or out of any work performed, material furnished, or obligations incurred by the Tenant, its agents, employees, subtenants, and assignees, in, upon, about or otherwise in connection with the Premises, and shall, except as hereinafter permitted in this Article, pay or cause to be paid for all work performed and material furnished to the Premises, and will keep the Premises free and clear of all mechanic's liens and materialmen's liens.

ARTICLE 17
INDEMNIFICATION OF THE LANDLORD

The Tenant hereby covenants and agrees to indemnify, save, and hold the Landlord free, clear, and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of law, ordinance, or regulation by the Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees.

ARTICLE 18
FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, Acts of God, or other causes beyond such party's reasonable control (financial inability excepted); *provided, however*, that nothing contained in this Article shall excuse the Tenant from the prompt payment of any rental or other charge required of the Tenant hereunder except as may be expressly provided elsewhere in this Lease.

ARTICLE 19
QUIET POSSESSION

The Landlord agrees that the Tenant, upon paying the Annual Rent, may quietly have, hold, and enjoy the Premises during the term of this Lease, without hindrance or interruption by the Landlord.



ARTICLE 20
NO PARTNERSHIP

Anything contained herein to the contrary notwithstanding, the Landlord does not in any way or for any purpose become a principal or partner of the Tenant in the conduct of its business or otherwise, or a joint venturer or member of a joint enterprise with the Tenant hereunder.

ARTICLE 21
REMEDIES CUMULATIVE

The various rights, options, elections and remedies of the Landlord and the Tenant, respectively, contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

ARTICLE 22
ATTORNEYS' FEES

If either party institutes any action or proceeding at law or in equity to enforce or to interpret any provision of this Lease for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for the services rendered the prevailing party in such action or proceeding, and such amount may be made a part of the judgment against the losing party.

ARTICLE 23
PARTIAL VALIDITY

If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Lease shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 24
RECORDATION

This Lease shall not be recorded, but the parties shall, at the option of either, execute and deliver a memorandum hereof, in recordable form, sufficient to give constructive notice of the leasehold estate and option to purchase created, and said memorandum may be recorded in the official records of Beaufort County, South Carolina.

ARTICLE 25
TIME OF THE ESSENCE

Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.



ARTICLE 26
CAPTIONS, PRONOUNS AND INTERPRETATION

A. Captions. The captions appearing at the commencement of the Articles, Sections, and Paragraphs of this Lease are descriptive only and intended for convenience in reference to this Lease, and if there is any conflict or inconsistency between any such caption and the text of any such Article, Section, or Paragraph at the head of which it appears, the text of the said Article, Section, or Paragraph, as the case may be, and not the caption, shall control and govern in the construction of the terms of this Lease.

B. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

C. Interpretation.

1. Law: The laws of the State of South Carolina, including statutes of limitations, shall govern the validity, construction, and effect of this Lease, and shall apply in all respects to any disputes or controversies arising out of or pertaining thereto.

2. Covenants: Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

3. Language Construction: The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning and not for or against either party hereto.

ARTICLE 27
NO BROKER

Both parties warrant and represent to the other party that there are no brokers involved with this Lease, and that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease.

ARTICLE 28
SUCCESSORS AND ASSIGNS

The terms, provisions, covenants, and conditions contained in this Lease shall apply to, bind, and inure to the benefit of the respective successors and assigns of the parties.



ARTICLE 29
ENTIRE AGREEMENT

This Lease, together with that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, constitute the entire agreement of the Landlord and the Tenant regarding the Premises. Except and otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by each of them.

ARTICLE 30
SERVICE OF NOTICES

A. Notices To Be In Writing. Any and all notices and demands by or from the Landlord to the Tenant, or by or from the Tenant to the Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be conclusively deemed made at forty-eight (48) hours after the deposit thereof in the United States mail addressed to whom such notice or demand is to be given as hereinafter set forth.

B. Notices to the Landlord. Any notice or demand to the Landlord shall be addressed to the Landlord at the address specified in Article 1, Section A.

C. Notices to the Tenant. Any notice or demand to the Tenant shall be addressed to the Tenant at the address specified in Article 1, Section A.

D. Change of Address. Either party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereof, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

[Signature pages follow]



IN WITNESS WHEREOF, the Tenant has caused this instrument to be signed and sealed on _____ 2018.

WITNESSES:

ArborNature, LLC, a South Carolina limited liability company

By: _____(SEAL)
Adam Congrove, Sole Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Adam Congrove personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal on _____ 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____



IN WITNESS WHEREOF, the Landlord has caused this instrument to be signed and sealed on _____ 2018.

WITNESSES:

Town of Hilton Head Island, South Carolina, a South Carolina municipality

By: _____(SEAL)
Stephen G. Riley, Town Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Stephen G. Riley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal on _____ 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____



EXHIBIT A

Description of the Premises

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, Beaufort County South Carolina, containing 4.00 acres, more or less, shown and designated as "Portion of Parcel 1034" on that certain plat of survey entitled "Boundary, Tree and Topographic Survey of: A Portion of Parcel 1034, Summit Drive, Hilton Head Island, Beaufort County, South Carolina" prepared by Sea Island Land Survey, Mark R. Renew, SCPLS 25437, dated 10 November 2017 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book _____ at Page _____.



Attachment D

Proposed Settlement Agreement
Between
ArborNature, LLC & The Town of Hilton Head Island

WHEREAS, litigation currently exists between ArborNature, LLC and the Town of Hilton Head Island; and,

WHEREAS, both parties desire to compromise and settle all existing disputes between them; and,

WHEREAS, an agreement as follows was reached in mediation on June 14, 2017;

NOW THEREFORE, the parties hereto agree to compromise and settle all issues currently encompassed in those Beaufort County, South Carolina Circuit Court cases numbered 2017-CP-07-0374 and 2017-CP-07-0517 as follows:

1. The Town will convey to ArborNature, LLC four (4) acres of land located at the end of Summit Drive in a configuration to be agreed upon by the parties, that minimizes wetlands and specimen trees and allows ArborNature, LLC to use the land in its current zoning to the fullest reasonable extent.
2. Consideration for the sale will be Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in total. The Town will lease the four (4) acres to ArborNature, LLC for the first year for one dollar and 00/100 (\$1.00) and the closing on the property will occur on or before one (1) year from the date the lease is signed.
3. As soon as the lease is signed, the Town will provide a topographic and wetlands delineation survey. The Town will waive any adherence to minimum tree coverage on the parcel to allow the full use of the four (4) acres, thereby exempting ArborNature from any tree requirements or regulations of the LMO on this parcel so long as the property is used for grinding. Provided, however, the parties agree that grinding shall only take place between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday or whatever laws may be adopted in the future by the Town Council. ArborNature shall apply for development plan approval within thirty (30) days of Town Council's approval of the settlement.
4. The Town shall amend the current zoning on the 6.7 acres owned by Adam Congrove at 76 Leg O'Mutton Road, to provide that grinding and logging activity shall not be allowed on the property, and the same shall keep the right to a Wholesale Landscape Nursery and Landscape Contractor's Office with outside storage. The rezoning shall provide that the property may alternatively be used for residential development at eight (8) units per acre.

5. The Insurance Reserve Fund will pay ArborNature Ten Thousand and 00/100 Dollars (\$10,000.00). ArborNature agrees to execute a release in favor of the Town of Hilton Head Island and the South Carolina Insurance Reserve Fund as well as a stipulation of dismissal.
6. The parties will bear all of their own costs.
7. The current litigation will be dismissed with prejudice by consent upon the adoption by the Town Council of the Ordinance approving the Master Plan Amendment for the Leg O'Mutton Road Property.
8. The parties agree to work in good faith to implement their Settlement Agreement, and to not publicly criticize or abuse the other.
9. All parties understand the Agreement is subject to approval by the Town Council.
10. Current grinding at Leg O'Mutton will cease thirty (30) days after issuance of development plan approval on the Summit Road property.

ArborNature, LLC



Adam Congrove
Its' President

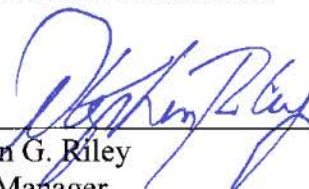


Thomas C. Taylor, Esquire



Chester Williams, Esquire

Town of Hilton Head Island



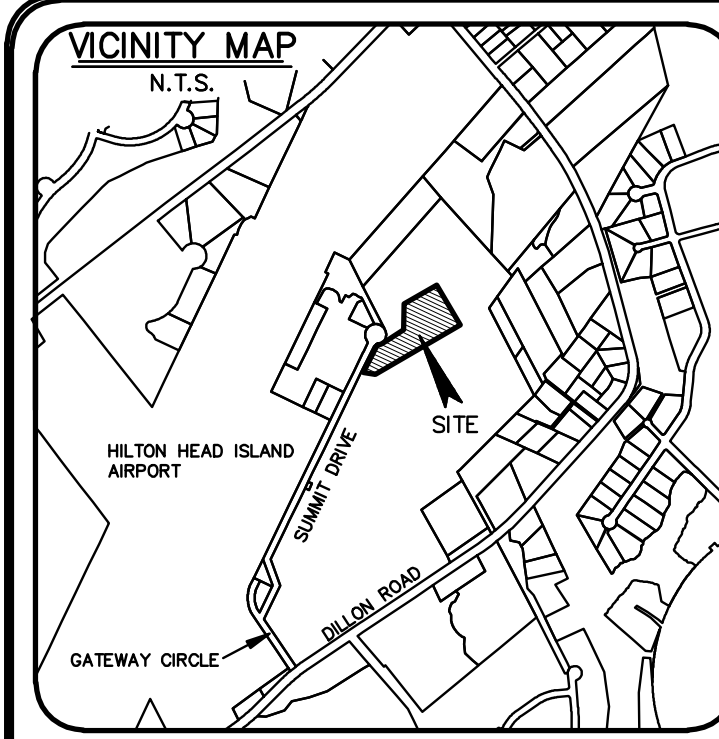
Stephen G. Riley
Town Manager



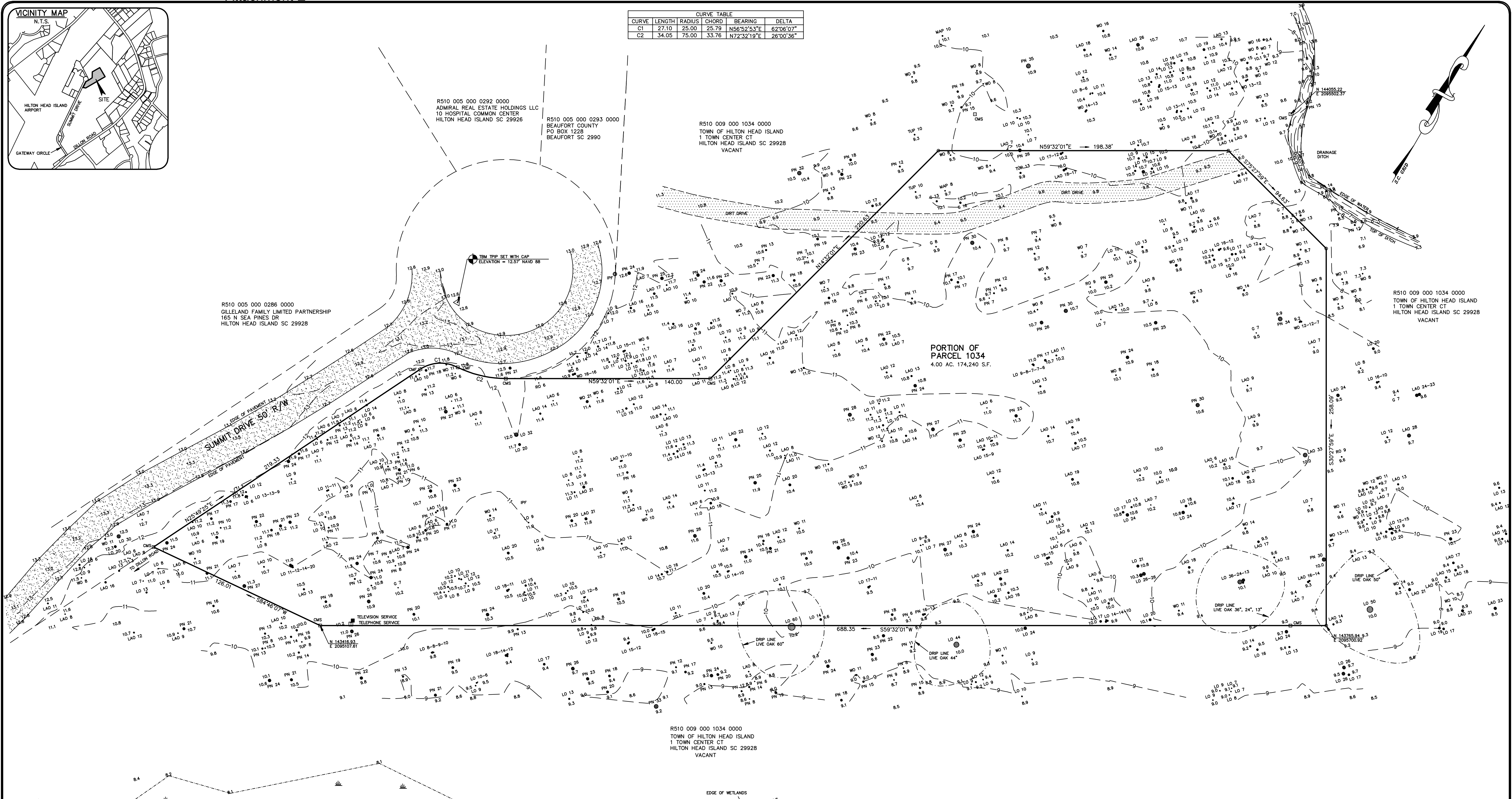
Gregory M. Alford, Esquire



Robert Achurch, Esquire



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	27.10	25.00	25.79	N56°32'53"E	62°06'07"
C2	34.05	75.00	33.76	N72°32'19"E	26°00'36"



- NOTES:
- 1) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
 - 2) SEA ISLAND LAND SURVEY, LLC. CERTIFIES TO THE BOUNDARY, TOPOGRAPHIC AND ASBUILT INFORMATION PROVIDED HEREON AS THE DATE OF THE SURVEY. THIS SURVEY MAY BE USED IN DIGITAL FORMAT AS A BASE FOR OTHERS AND ANY REVISIONS OR ADDITIONS MADE HEREAFTER IS NOT THE RESPONSIBILITY OF SEA ISLAND LAND SURVEY, LLC. A HARD COPY AVAILABLE FROM SEA ISLAND LAND SURVEY, LLC. WILL BE THE ONLY OFFICIAL DOCUMENT.
 - 3) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
 - 4) HORIZONTAL DATUM IS S.C. STATE PLANE NAD 83.
 - 5) VERTICAL DATUM IS NAVD 88.
 - 6) CONTOUR INTERVAL IS 1'.
 - 7) USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED COMMERCIAL DEVELOPMENT.
 - 8) BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
 - 9) THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 10) IF IDENTIFICATION OF TREES IS CRITICAL TO DEVELOPMENT, AN ARBORIST SHOULD BE CONSULTED TO VERIFY SUCH TREE IDENTIFICATION.
 - 11) THERE IS NO EVIDENCE OF FRESHWATER WETLANDS LOCATED ON THE SUBJECT PROPERTY.

REFERENCE PLAT
 1) A RECOMBINATION SURVEY F 66.14 ACRES, DILLON ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA. DRAWN: 11/11/02. RECORDED IN BOOK 92, PAGE 18, DATED 3/10/03. ROD. BEAUFORT COUNTY, SC. BY: DONALD R. COOK, JR. S.C.R.L.S. # 19010

PROPERTY AREA = 4.00 AC. 174,242 S.F.
ADDRESS: SUMMIT DRIVE
DISTRICT: 510, MAP: 9, PARCEL: 1034

THIS PROPERTY LIES IN F.E.M.A. ZONE A7
BASE FLOOD ELEVATION = 14.0'
 COMMUNITY NO. 450250, PANEL 0008D, DATED: 9/28/86

FRESHWATER WETLAND

- LEGEND & SYMBOLS:
- TREE SIZES ARE INCHES IN DIAMETER
- SPOT ELEVATION
 - CONTOUR
 - CMF ① 3" CONCRETE MONUMENT FOUND
 - CMSD ② 3" CONCRETE MONUMENT SET
 - IPPF ③ 3/4" IRON PIPE FOUND
 - TEMPORARY BENCH MARK
 - TMB
 - LO LIVE OAK
 - LAO LAUREL OAK
 - RO RED OAK
 - PN PINE
 - WO WATER OAK
 - G GUM
 - ☎ TELEPHONE SERVICE
 - ☎ TELEVISION SERVICE

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

THIS MAP IS A GENERAL REPRESENTATION OF THE LOCATIONS OF 404 WETLANDS (FRESHWATER WETLANDS) LOCATED WITHIN THE PROPERTY AS SHOWN. THESE WETLANDS ARE SUBJECT TO REVIEW AND APPROVAL BY THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT. THE WETLANDS HAVE BEEN LOCATED AS FLAGGED BY TIDEWATER A JMT DIVISION

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

SOUTH CAROLINA
 SEA ISLAND LAND SURVEY, LLC
 No. C02180
 DEPARTMENT OF ARCHITECTURE

SOUTH CAROLINA
 DONALD R. COOK, JR.
 LICENSED SURVEYOR
 No. 3437
 DEPARTMENT OF ARCHITECTURE

NOT VALID UNLESS EMBOSSED.

**BOUNDARY, TREE AND TOPOGRAPHIC SURVEY OF:
 A PORTION OF PARCEL 1034, SUMMIT DRIVE,
 HILTON HEAD ISLAND,
 BEAUFORT COUNTY, SOUTH CAROLINA**

PREPARED FOR: THE TOWN OF HILTON HEAD ISLAND

DATE: 11/10/17 SCALE: 1" = 30'

GRAPHIC SCALE

SILS Sea Island Land Survey, LLC.
 4D Mathews Court, Hilton Head Island, SC 29926
 Tel (843) 681-3248
 Fax (843) 689-3871
 E-mail: sils@sprynet.com
 FILE No: 17152/2 DWG No.: 4-1952 B

Copyright © by SEA ISLAND LAND SURVEY, LLC. CAD: BA, FLD: YRD

MEMORANDUM

TO: Town Council

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

RE: Second Reading of Proposed Ordinance Number 2019-11 Committees of Council

DATE: April 3, 2019

At the First Reading of the Proposed Ordinance 2019-11 on April 2, Town Council made two changes to the proposed ordinance. They changed the title of the Community Services Committee to the Community Services and Public Safety Committee. They also provided that the Public Planning Committee would be comprised of 5 members and an alternate.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2019-11

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AMEND TITLE 2 GENERAL GOVERNMENT AND ADMINISTRATION OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 5 (MEETINGS OF COUNCIL AND RULES OF PROCEDURE) SECTION 2-5-60, COMMITTEES OF COUNCIL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 2015-05, amending Section 2-5-60 for the purpose of codifying Town Council Standing Committees, namely the Finance and Administrative Committee, Intergovernmental Relations Committee, Community Services Committee, Public Planning Committee, Public Facilities Committee, and the Public Safety Committee; and

WHEREAS, the purpose of the Town Council Standing Committee system is to facilitate a more efficient Town Council system within the Town Council/Manager form of government and to allow for in-depth analysis of issues, proposed ordinances, and other Town-related matters; and

WHEREAS, the Town Council now desires to amend Section 2-5-60 by reducing the number of standing committees of Town Council to four, the Finance and Administrative Committee, Intergovernmental Committee, Community Services Committee, and Public Planning Committee.

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:

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

Section 1. Sec. 2-5-60. - Committees of council.

- (a) The Town Council shall have standing committees to assist in the efficient operation of the Town Council, namely the Finance and Administrative Committee, Intergovernmental ~~Relations~~ Committee, Community Services **and Public Safety** Committee, **and** Public Planning Committee, ~~Public Facilities Committee, and Public Safety Committee~~. Each committee shall be composed of three (3) Town Council members and an alternate, who

shall also be a member of council, **except for the Public Planning Committee which shall have five (5) Town Council members and an alternate, who shall also be a member of council.** The Mayor shall appoint the members and the alternate and shall designate a chairman.

- (b) The Town Council may appoint, by resolution, such other committees i.e. non-standing committees, composed exclusively of council members as it shall deem necessary and appropriate for the efficient operation of the Town Council. To assist such council committees, the Town Council may appoint town resident citizens to serve as committee members. The term of the committee membership of any town resident citizen shall be as prescribed by resolution, but in no event shall the term of any committee extend beyond the term of the then sitting council.
- (c) The Town Council may, by resolution, adopt rules and procedures to guide the operation of standing committees. The Town Council may, at the time of the creation of any other committees of council, as part of the resolution creating the committee, or separately, adopt rules and procedures to guide the conduct of such committees.

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

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF APRIL, 2019.

By: _____
John McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



MEMORANDUM

TO: Town Council

FROM: John Troyer, CPA, Director of Finance

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

RE: **Chamber of Commerce/Visitor & Convention Bureau 2019-2020 Budget**

DATE: April 11, 2019

Recommendation: Staff recommends that Council consider approval of the fiscal year 2019-2020 budget for the Chamber of Commerce Visitor and Convention Bureau (VCB) which is required by State law and Town Code for the VCB to continue as the Town's designated marketing organization (DMO) for State Accommodations Tax purposes.

The Accommodations Tax Advisory Committee (ATAC) voted unanimously to recommend to Town Council that the proposed 2019-2020 budget be approved. The ATAC recommendation letter is attached.

Summary: On April 4, 2019, the VCB presented in detail to ATAC its proposed budget and marketing plan for 2019-2020. The budget breaks down revenues and expenses in rows by functional categories and in columns by the major funding sources with the Town of Hilton Head Island in the second column (after the total column) with a budget of \$ 1,950,000.

Background: According to State law, 30% of the two percent bed tax funds collected by the State of South Carolina is allocated to the pre-determined Destination Marketing Organization with an ongoing tourist program, which for the Town is the VCB. Town Code requires ATAC to review the VCB's proposed budget and marketing plan each year and make a recommendation to Town Council. Attached is the recommendation memo from the ATAC Chairman Brad Marra which includes a synopsis of the VCB's proposed budget and marketing plan. Each Council member has previously been provided a bound book from the VCB entitled Hilton Head Island Destination Marketing Plan 2019-2020. The budget can be found on pages 68-70.



THE TOWN OF HILTON HEAD ISLAND ACCOMMODATION TAX ADVISORY COMMITTEE

To: Mayor John McCann, Town of Hilton Head Island
Town Council Members, Town of Hilton Head Island

CC: Steve Riley, Town Manager, Town of Hilton Head Island

From: Brad Marra, Chairman, Accommodation Tax Advisory Committee

Date: April 11, 2019

Subject: Recommended Approval of the DMO's 2019-2020 Marketing Plan & Budget

On April 4, 2019, the Accommodations Tax Advisory Committee (ATAC) met to hear and review the marketing plan and budget presentation of the Town's Designated Marketing Organization (DMO), the Hilton Head Island Visitor and Convention Bureau (HHIVCB). The purpose of this DMO is to promote and enhance tourism on Hilton Head Island. As the Town's DMO, the HHIVCB is allocated 30% of the available annual ATAX funding, through state statute and the committee is asked to make a recommendation to the Town Council whether or not to approve the DMO's marketing plan and budget for its upcoming fiscal year.

Summary of Presentation

Ariana Pernice, VP of the HHIVCB, started the presentation by showcasing the HHIVCB's marketing plan book and reviewing its layout. Ms. Pernice explained to the Committee that the purpose of a DMO is to represent the destination and help in the long-term development of a community through the creation and implementation of a travel and tourism strategy. Additionally, she stated that the mission is to lead the local travel and tourism industry by marketing and guiding the Hilton Head Island destination brand experience to generate sustainable economic vitality. The Hilton Head Island Visitor & Convention Bureau designs campaigns to reach Hilton Head's target audience (HHI \$150+, affluent woman aged 25-64 who live in key Northeast, Midwest and Southeast markets) keeping emerging and international markets top of mind. The goal of the Destination Marketing Organizations is to focus on personalization and customization when speaking to today's traveler through ensuring choices and options.

Conclusions:

- DMO presented another excellent presentation showing continued improvement in adoption of strong business management and effective measurement principles and processes
- ATAC Committee continues to have confidence in how well HHIVCB is doing their job
- Council can be confident they are spending the public's money well
- \$ 1.4 Billion in economic impact
- \$17.63 ROI – per dollar of marketing money invested
- 15,786 jobs generated from tourism which accounts for 14.4% of all jobs in Beaufort County
- 2.26 million website visits – 810,982 converted to “take action” on partner websites

Results:

2018 Hilton Head Island Lodging Performance

	2-Source		Home & Villa		Hotels	
RevPAR	\$127.00	+4.8%	\$129.00	+7.9%	\$110.73	+0.5%
OCC	49.7%	-2.2%	44.6%	+1.8%	60.4%	-3.6%
ADR	\$256.00	+7.1%	\$289.00	+6.0%	\$183.29	+4.3%

Key discussion points include:

- Very effective 2018 Public Relations and Media recognition of Hilton Head Island with over 1,600 covered stories, 1.8B impressions for an ad equivalency of \$21M
- Proficient use of processes to accurately measure each activity / program effectiveness
- Clearly defined and updated short-term and long-term goals (See details below)
- All DMO actions are well aligned with defined target market segments and DMO goals are measured for effectiveness and conversion efficiency
- Continued use of ADARA allows tracking each segment's activity from search to booking using behind the scenes marketing tools
- Recognition that today's target audience include Family/Multi-Gen traveler, Millennial/Next-Gen traveler and a Regional traveler seeking diverse activities
- International marketing to Canada, UK and German markets has continued to grow year over year
- Leisure travel is on the horizon with travelers seeking an overall trip and destination that offers a multi-dimensional travel experience
- The digital marketing strategy & web platform will focus on building one-to-one connections with prospective visitors to the destination via the new comprehensive HiltonHeadIsland.org web platform
- The VCB continues to focus on the keys of success in the meetings and business group sales sector –personal relationships, decision-makers putting eyes on the ground in Hilton Head, continuous tradeshow participation and partnerships with market research firms focused on print, social media and digital spots to enhance leads and boost bookings

The HHIVCB also outlined a number of short and long-term goals and they are as follows:

Short-Term Goals (through calendar year 2019)

1. Grow shoulder and off-season group business room nights by 10%
2. Leverage the Visitor & Convention Bureau's group incentive programs to generate more group business by 20% YOY
3. Increase Home & Villa occupancy by 4.3% and RevPAR by 6.2% from the previous year
4. Grow funding by 0.25% with industry partners by curating programs that increase brand awareness
5. Increase airport partner funding by 3% to maintain campaigns relating to new and existing inbound fly markets
6. Leverage VCB digital assets and campaigns to increase website conversions/partner referrals by 5% and website sessions by 10%

Long-Term Goals

1. Expand Group Sales by driving shoulder and off-season strategic initiatives and programming
2. Research, development and implement branding for the destination
3. Maintain and grow public and private funding
4. Leverage emerging technologies to engage and elevate the visitor's travel experience
5. Increase leisure and business travel during key time frames

A continued focus of the HHIVCB is international marketing. The top three international markets are: Canada, UK, and Germany. The approach with the international market is to utilize the Brand USA Multi-Channel Program to create a targeted, international campaign with a 2-1 value source. The HHIVCB has embarked on a vigorous digital, print and social media campaign partnering with Expedia to reach international travelers.

Digital marketing strategies and website platform will focus on building valuable connections with prospective visitors to our destination with a new comprehensive website. Personalizing the new web platform enables the DMO to improve the overall communication strategy for the destination to make the content, visuals, offers and video more relevant to each visitor. By investing in the content marketing strategy and the holistic social media strategy will continue to be a big priority

for our destination. Social media efforts are geared to drive awareness for the destination and referrals to the website, which will increase paid media support to connect with past guest and potential new ones.

Committee Review

The Committee is continuously impressed with the format and content of the marketing plan and budget. Continuing to stay relevant on the visitors mind with the marketing tools provided has shown a positive effect. In addition, the Committee commented on Ms. Pernice's positive influence on how she and her team has prepared for and handled the presentation. The Committee remains encouraged with the direction of the Island's destination marketing efforts and applauds the HHIVCB's extensive tourism research and planning.

Recommendation

Overall, the Committee continues to believe that the HHIVCB is representing Hilton Head Island well and has revised and immeasurably improved the clarity, depth, and reliability of its systems and processes to deliver results in a very effective and efficient manner.

The Committee made a motion to recommend to Town Council that they approve the marketing plan and budget as presented. The motion was seconded and was approved by a vote of 4-0.

Respectfully submitted on behalf of the Accommodations Tax Advisory Committee,

Brad Marra, Chairman
Accommodations Tax Advisory Committee

2018/2019 Accommodations Tax Advisory Committee Membership:

Brad Marra, Chairman
Dru Brown, Vice Chairman
Rob Bender
James Fluker
Roger Freedman *absent
Julie Smith
Richard Thomas

Hilton Head Island-Bluffton Chamber of Commerce
Hilton Head Island Visitor Convention Bureau Schedule of Functional Revenues and Expenditures
FY2019-2020 Budget

	VCB TOTALS	Town of HHI DMO	VCB Private Sector	SCPRT Dest. Specific	SCPRT Co-ops	Town of Bluffton DMO	Beaufort Co DMO	Membership
Revenues								
Town of HHI DMO	1,950,000	1,950,000						
Town of HHI Supplemental Grant	500,000	500,000						
Private Sector	350,000		350,000					
SCPRT Destination Specific	750,000			750,000				
SCPRT Coop	600,000				600,000			
Private Match Coop	1,200,000				1,200,000			
Town of Bluffton DMO	200,000					200,000		
B/C Bluffton & Daufuskie	250,000						250,000	
Total Revenues	5,800,000	2,450,000	350,000	750,000	1,800,000	200,000	250,000	
Membership Revenue								1,700,000
Total Revenues with Membership	7,500,000							
Expenses								
Research & Planning	117,000	65,438	17,605	33,957				
Destination PR								
Agency	192,500	107,665	28,965	55,869				
Paid Influencers Program	70,125	39,221	10,552	20,352				
Media Influencer Visits	15,000	8,390	2,257	4,353				
PR Contingency	20,000	11,186	3,009	5,805				
Monitoring Services (Print/Online/Broadcast Tracking)	17,900	10,011	2,693	5,195				
Sub-total	315,525	176,473	47,477	91,575				
Destination Photography & Video	20,000	11,184	3,002	5,815				
Social Media								
Partner Promotions	35,000	19,576	5,266	10,158				
Paid Brand Social Media	65,000	36,355	9,781	18,865				
Social Media Management	20,000	11,186	3,009	5,805				
Social Content Marketing & Strategy	78,000	43,625	11,737	22,638				
Sub-total	198,000	110,741	29,793	57,466				
Digital Marketing								
Daily Site Work	72,000	40,270	10,834	20,897				
Technology Improvements	25,000	13,983	3,762	7,256				
SEO	30,000	16,779	4,514	8,707				
SEM / Display	445,000	248,889	66,959	129,152				
Crowdriff	20,000	11,186	3,009	5,805				
Site Hosting & Management	7,500	4,195	1,129	2,177				
eNewsletter	35,600	19,911	5,357	10,332				
Digital contingency	11,000	6,152	1,655	3,193				
Sub-total	646,100	361,364	97,219	187,518				
Consumer Promos & Lead Gen								
Print Media - Leisure	100,000	55,930	15,047	29,023				
Sub-total	100,000	55,930	15,047	29,023				
Insiders/Collateral/Fulfillment								

Hilton Head Island-Bluffton Chamber of Commerce
Hilton Head Island Visitor Convention Bureau Schedule of Functional Revenues and Expenditures
FY2019-2020 Budget

	VCB TOTALS	Town of HHI DMO	VCB Private Sector	SCPRT Dest. Specific	SCPRT Co-ops	Town of Bluffton D/ Beaufort Co DMO	Membership
Vacation Planner	215,000	120,250	32,351	62,399			
Airport Displays	15,000	8,390	2,257	4,353			
Fulfillment/Envelopes	130,000	72,709	19,561	37,730			
Toll-Free Phone	4,000	2,237	602	1,161			
Sub-total	364,000	203,585	54,771	105,644			
Group Sales & Marketing							
Promotional Giveaways	15,000	8,390	2,257	4,353			
Site inspections/ Flights for Sites	4,000	2,237	602	1,161			
VCB Dues and Subscriptions	25,000	13,983	3,762	7,256			
Trade Sponsorships	15,000	8,390	2,257	4,353			
Trade Shows	62,750	35,096	9,442	18,212			
FAM / In-Market Events	25,000	13,983	3,762	7,256			
Focused Service	2,500	1,398	376	726			
SC Sports Alliance	5,000	2,797	752	1,451			
Meet in SC Alliance	4,500	2,517	677	1,306			
Meetings/ Weddings Websites	50,000	27,965	7,524	14,512			
Meeting Collateral	5,000	2,797	752	1,451			
Sub-total	213,750	119,550	32,163	62,037			
International							
Coastal SC USA Coop	55,000	30,762	8,276	15,963			
Brand USA Coops	152,125	85,084	22,890	44,151			
Travel South Intl Show	2,500	1,398	376	726			
WTM - London	5,000	2,797	752	1,451			
International POW WOW	7,500	4,195	1,129	2,177			
Sub-total	222,125	124,235	33,423	64,467			
HHI Destination Marketing Operations & Management							
VCB Sales, Mkt, V Services & Ops:							
Personnel	1,155,000	505,050	13,650	78,750	441,000	51,800	64,750
Benefits	165,000	72,150	1,950	11,250	63,000	7,400	9,250
Operations	330,000	144,300	3,900	22,500	126,000	14,800	18,500
Sub-total	1,650,000	721,500	19,500	112,500	630,000	74,000	92,500
HHI Supplemental Grant							
Golf	180,000	180,000					
Culinary or Special Project	20,000	20,000					
Festival & Event Promotions	100,000	100,000					
Accolades & Marketing Initiative	115,000	115,000					
Meetings & Group	85,000	85,000					
VCB Sales, Mkt, Visitor Services & Operations	0	0					
Sub-total	500,000	500,000					
SCPRT							
SC PRT - Leisure	585,000				585,000		
SC PRT - Meetings & Groups	351,000				351,000		
SC PRT - Sports	234,000				234,000		

**Hilton Head Island-Bluffton Chamber of Commerce
Hilton Head Island Visitor Convention Bureau Schedule of Functional Revenues and Expenditures
FY2019-2020 Budget**

	VCB TOTALS	Town of HHI DMO	VCB Private Sector	SCPRT Dest. Specific	SCPRT Co-ops	Town of Bluffton/D/Beaufort Co DMO	Membership		
Sub-total	1,170,000				1,170,000				
Town of Bluffton DMO Promotions	126,000					126,000			
B/C Bluffton & Daufuskie DMO Promotions	157,500						157,500	1,700,000	
TOTAL VCB EXPENSES	5,800,000	2,450,000	350,000	750,000	1,800,000	200,000	250,000	1,700,000	7,500,000
Total Expenses with Membership	7,500,000								
Revenues Minus Expenses:	0								
Expenses for Hilton Head Island Specific Programs									
Expenses for other marketing programs									

Memo



TO: Town Council

VIA: Stephen G. Riley, CM, Town Manager
VIA: Scott Liggett, Director of Public Projects and Facilities

FROM: Julian Walls, Facilities Manager

DATE: April 10, 2019

RE: Trash container enclosures on the beach

Recommendation: The Public Facilities Committee recommends one and two can corral structures be placed at Town Beach Park access points in order to enclose current existing trash and recycling containers. A summary of Town Beach Parks and the number of corrals needed to contain the current trash/recycling cans at each location is as follows:

- Alder Ln. – 2 corrals (2 trash and 2 recycling).
- Coligny – 7 corrals (10 trash and 4 recycling).
- Burkes Beach – 2 corrals (2 trash and 2 recycling).
- Driessen – 3 corrals (4 trash and 2 recycling).
- Folly Field – 3 corrals (4 trash and 2 recycling).
- Islanders – 3 corrals (4 trash and 2 recycling).
- Fish Haul - 2 corrals (2 trash and 2 recycling).

The Committee further recommends an evaluation to occur during the 2019 beach season before Island-wide deployment of the corrals.

The placement of these corrals will be as far landward as possible in order to create a more uniform appearance. These corrals will be constructed using #2 treated white pine and stainless steel screws and left natural (no finish).

If approved as recommended, the costs for the project would be absorbed in the FY 2019 operating budget.

Summary: The Town's franchisee, Shore Beach Services currently is responsible for trash and recycling collection on the beach. Staff met with Shore Beach and the

Town's Urban Designer for guidance and design options. There are no DRB approvals or OCRM permitting needs for the design or placement.

Below are estimated costs associated with the construction/maintenance of the corrals at Town Beach Parks only:

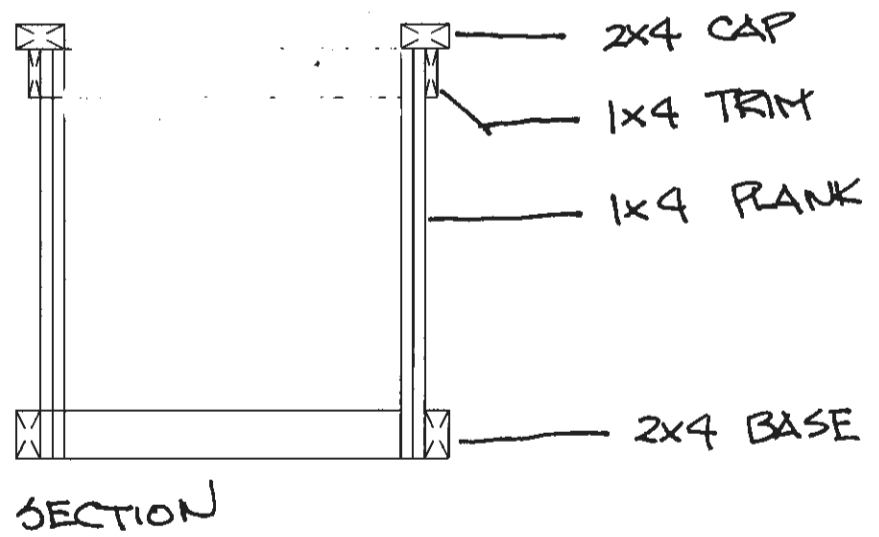
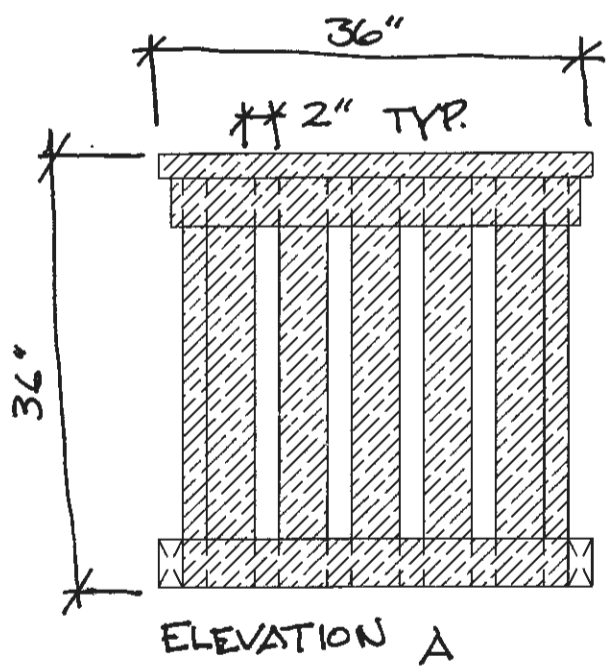
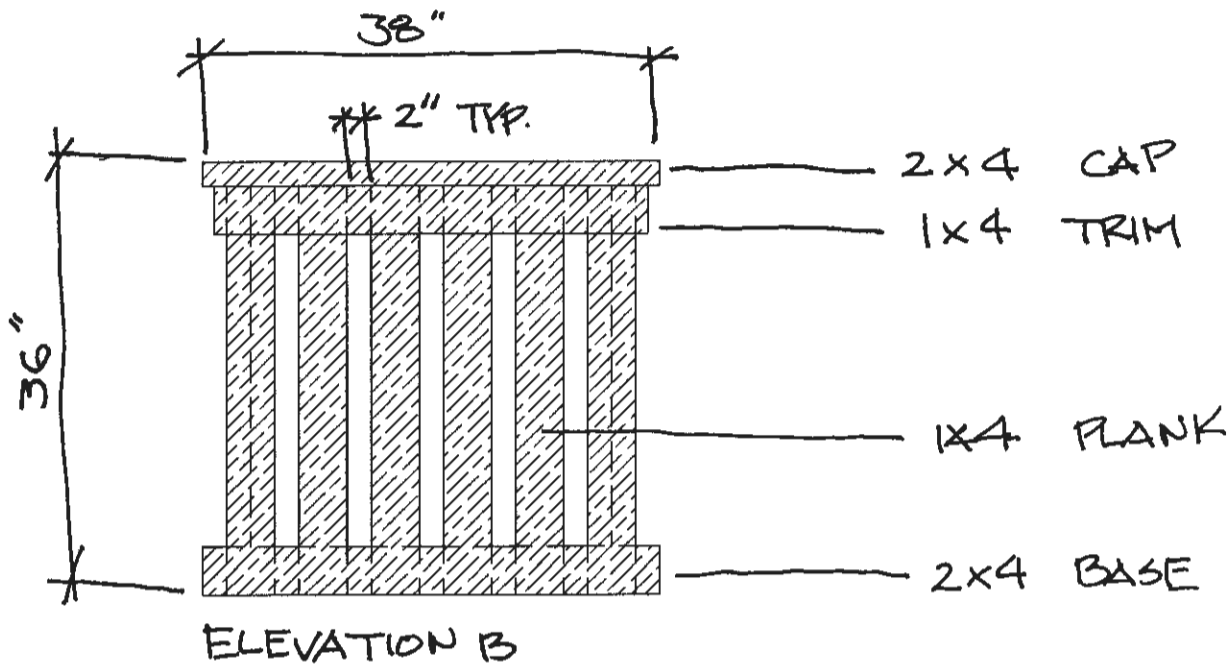
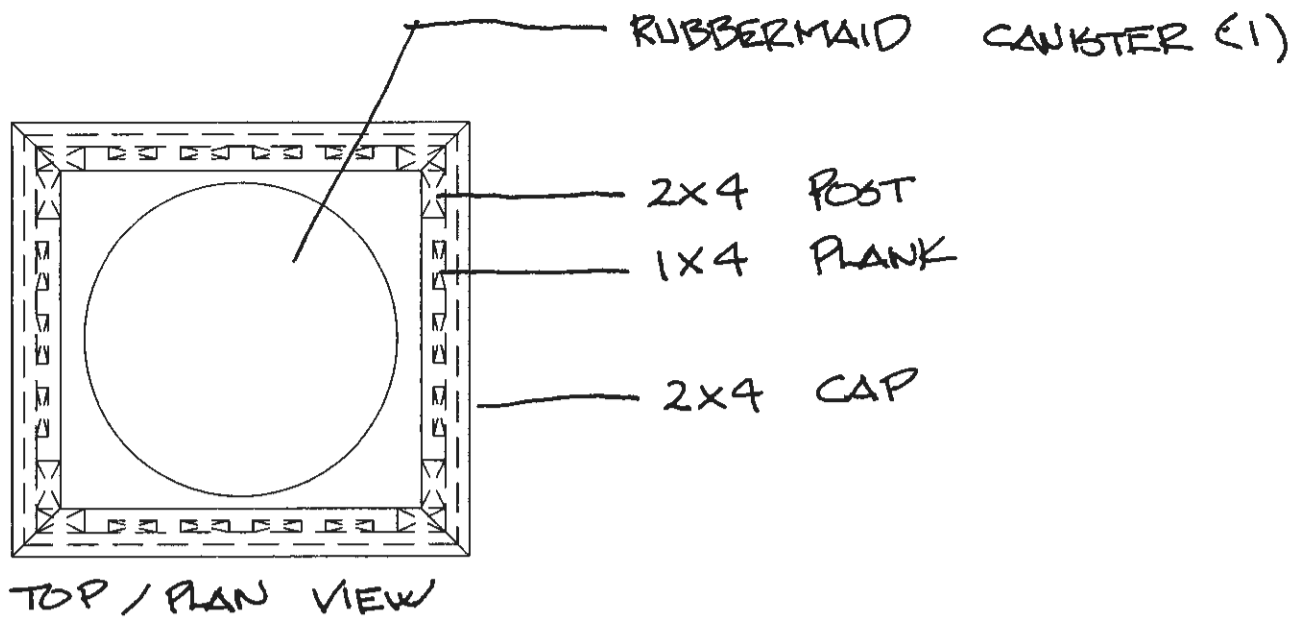
• 22 Corrals @ \$720 each:	\$15,840.00
• 28 Trash Containers @ \$20 each:	\$560.00
• 16 Recycling Containers @ \$35 each:	\$560.00
• 44 Signs @ \$18 each:	\$792.00
 Total Start Up:	 \$17,752.00
 • Shore Beach Yearly Maintenance Costs:	 \$2,400.00

Background: At the December 18, 2018 Town Council meeting, it was suggested by a group of Hilton Head elementary students that trash containers have lids to better manage the trash situation on the beach and to help protect the environment. Town Council assigned the issue to Public Facilities Committee for review.

There are currently 219 trash and 73 recycling containers located at various spots along the entire beach. The recycling containers have lids due to the waste hauler being more restrictive on recycling contamination. Lids are not recommended on the trash containers due to large trash items, lids being taken off and not replaced, lids blowing off and the extra staff time to service. The trash being placed in the containers, generally, does not end up on the ground.

The number of containers has always been placed as demands warrant. Since the inception of our franchise with Shore Beach, trash containers and trash removal has been completed as a required service. Approximately 200 trash cans have been deployed throughout the duration of our franchise agreement. In 2008, recycling cans at Town Beach Parks only were added to the contract. In 2012, at the direction of Town Council, an additional 56 recycling cans were provided to include the entire beach.

Total costs to enclose all 292 cans is estimated to be approximately \$120,000.

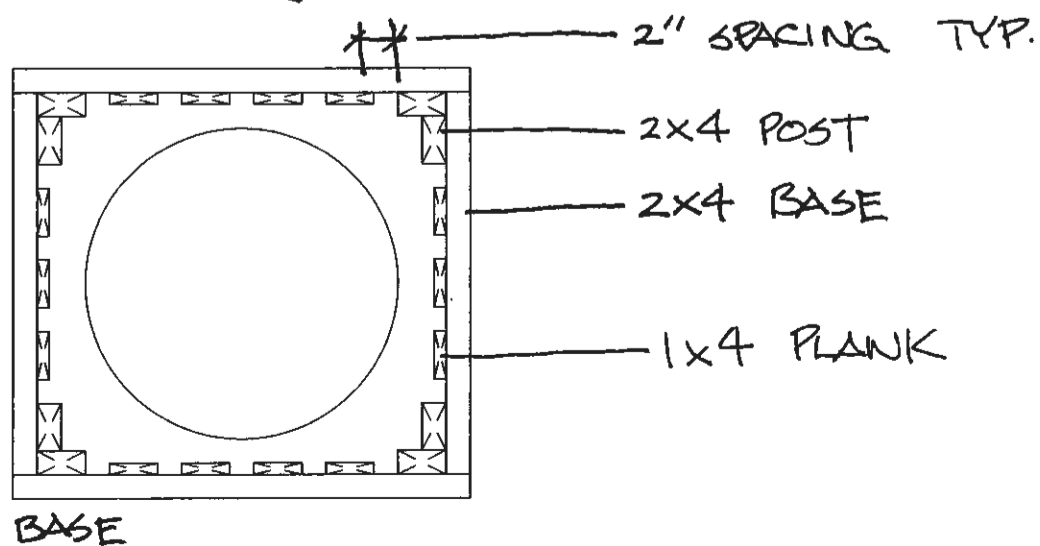


NOTE:

1. ALL FASTENERS SHALL BE STAINLESS STEEL
2. ALL WOOD #2 TREATED PINE TO BE LEFT NATURAL

ELEVATION B

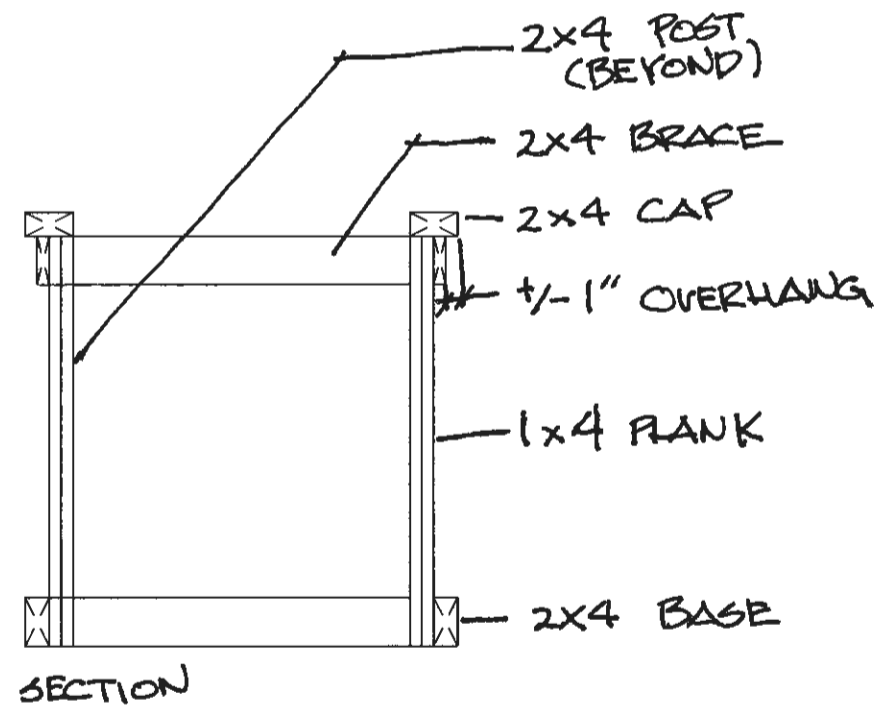
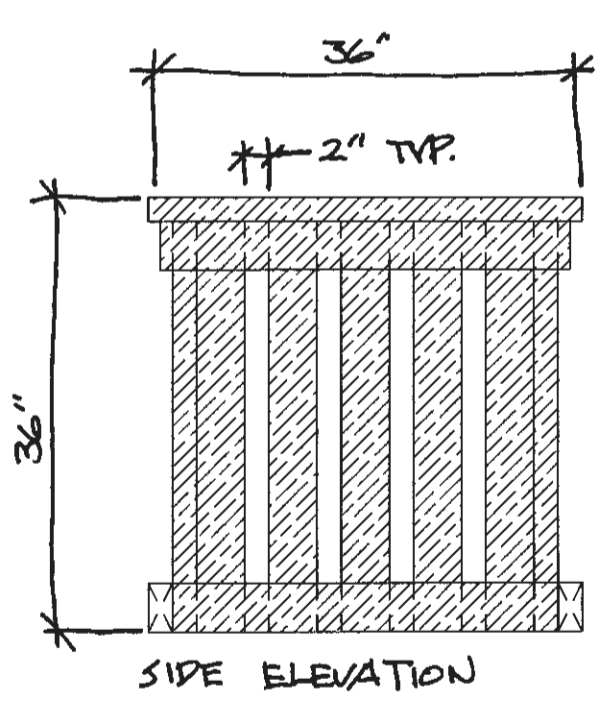
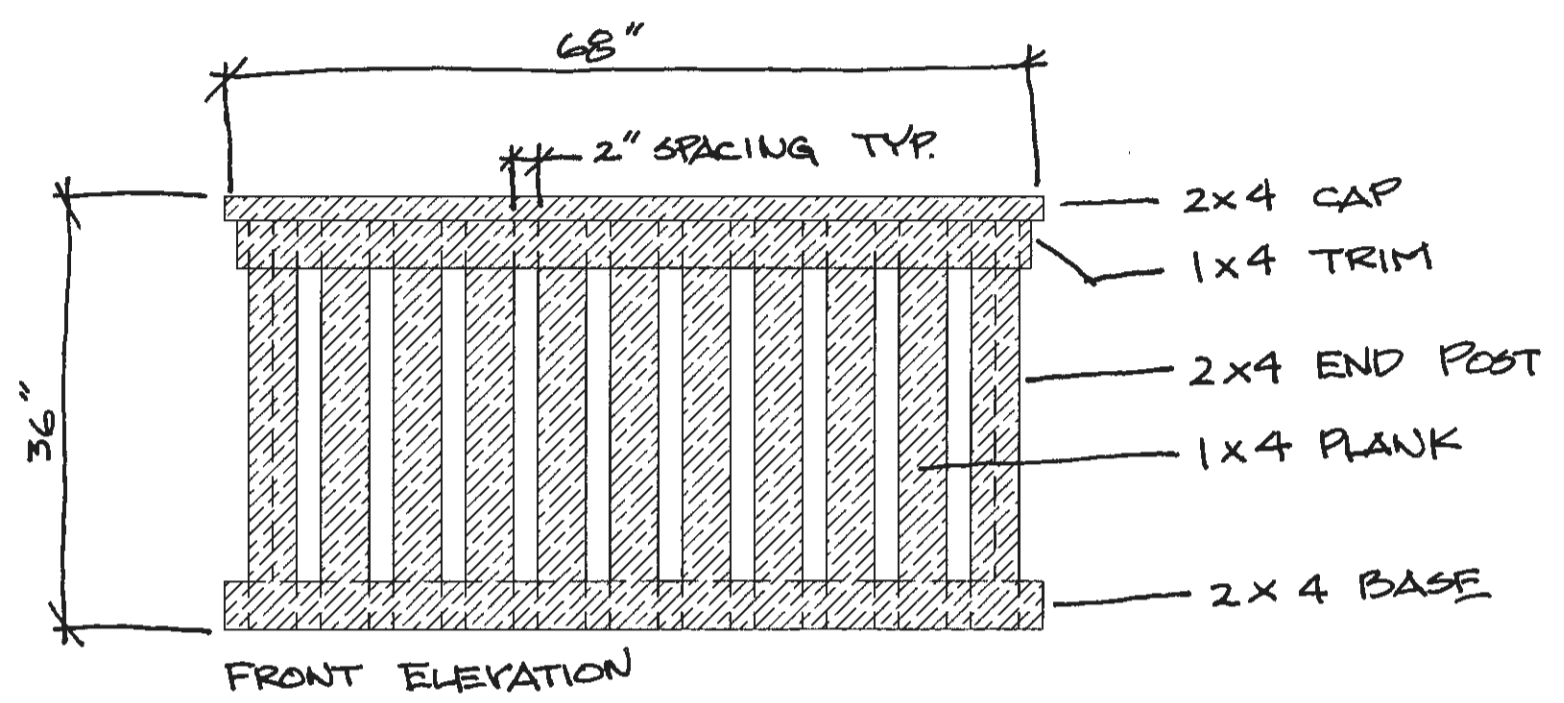
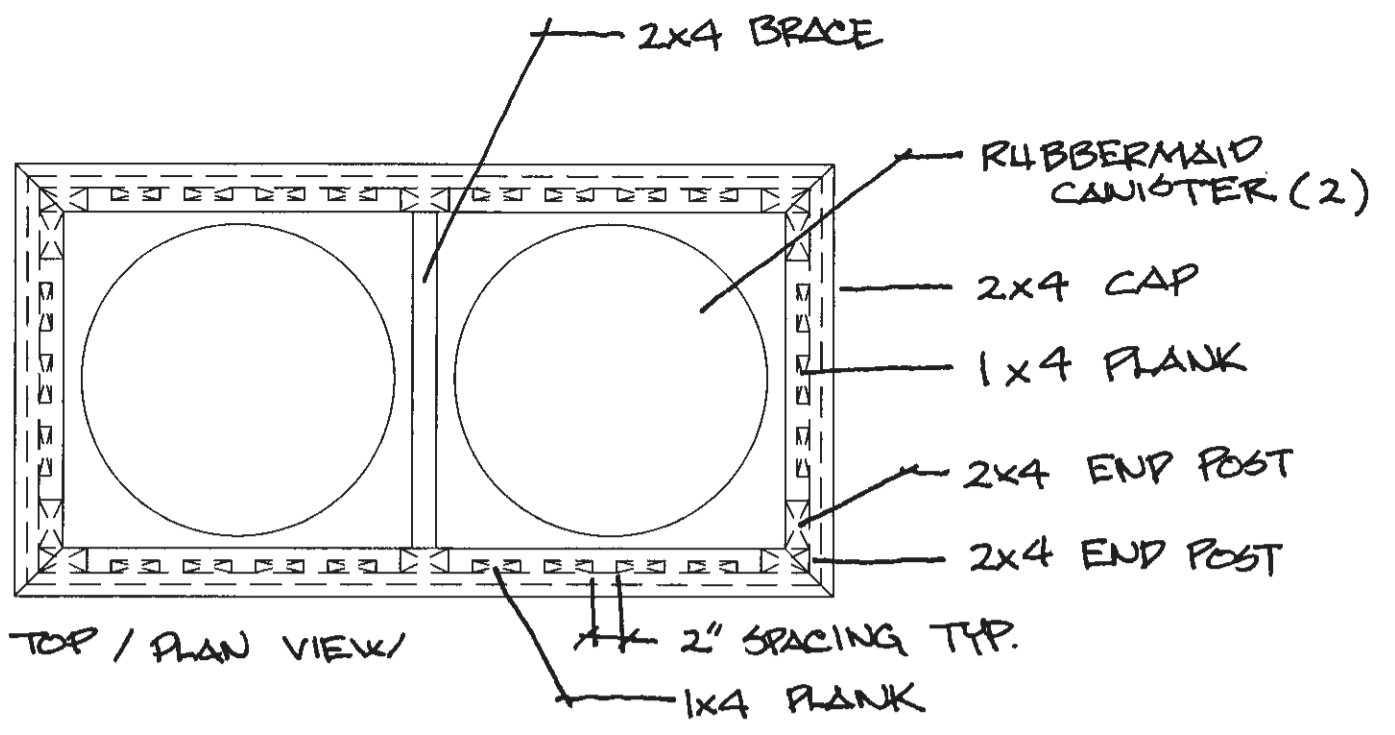
ELEVATION A



BEACH TRASH RECEPTACLE (SINGLE RECEPTACLE)

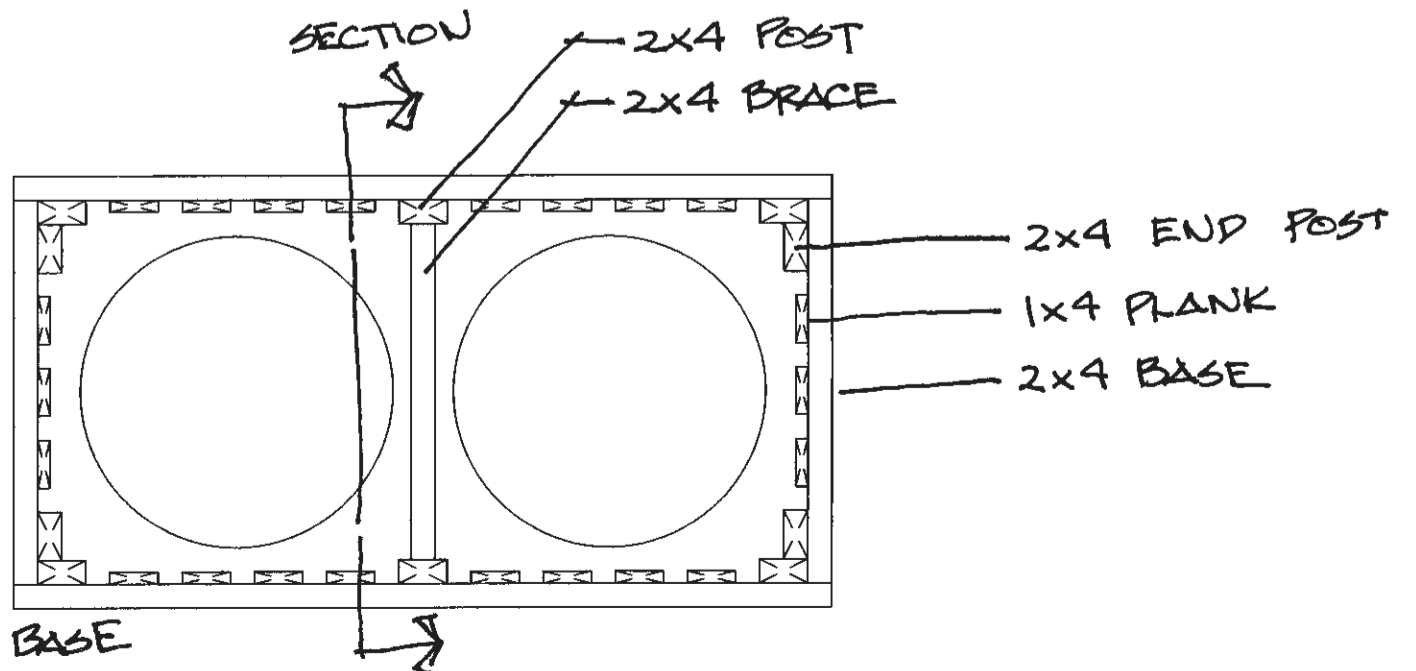
SCALE 1/16" = 0'-1"

JAN. 17, 2019



NOTE:

1. ALL FASTENERS SHALL BE STAINLESS STEEL.
2. ALL WOOD SHALL BE #2 TREATED PINE TO BE LEFT NATURAL



BEACH TRASH RECEPTACLE (DOUBLE CONTAINER)

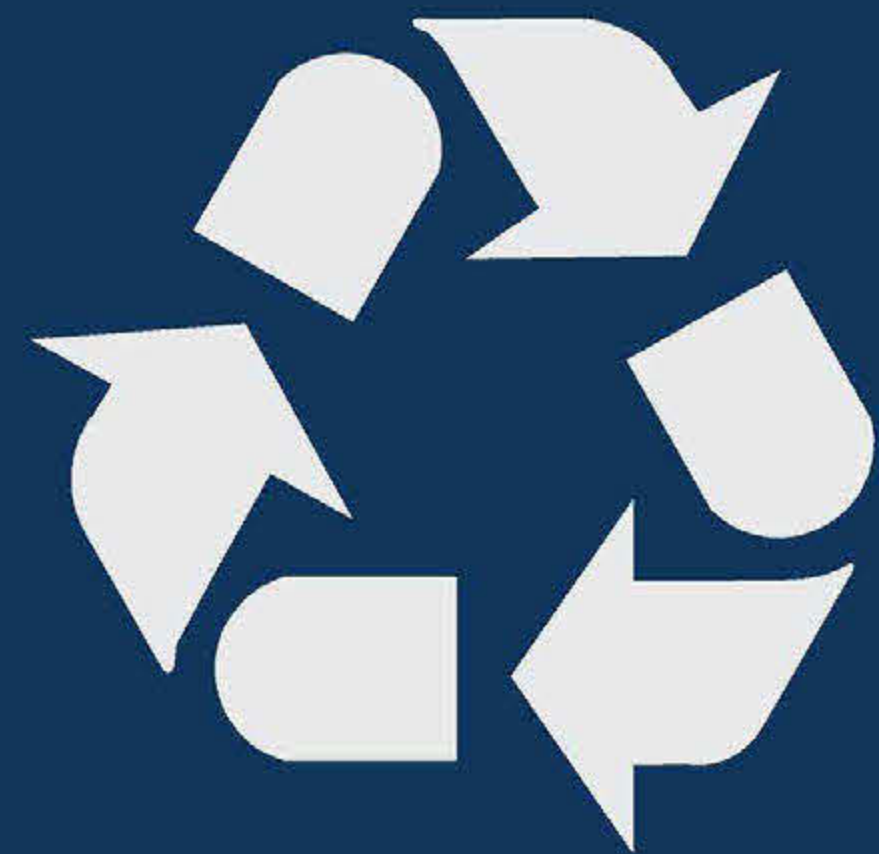
SCALE 1/16" = 0'-1"

JAN. 17, 2019

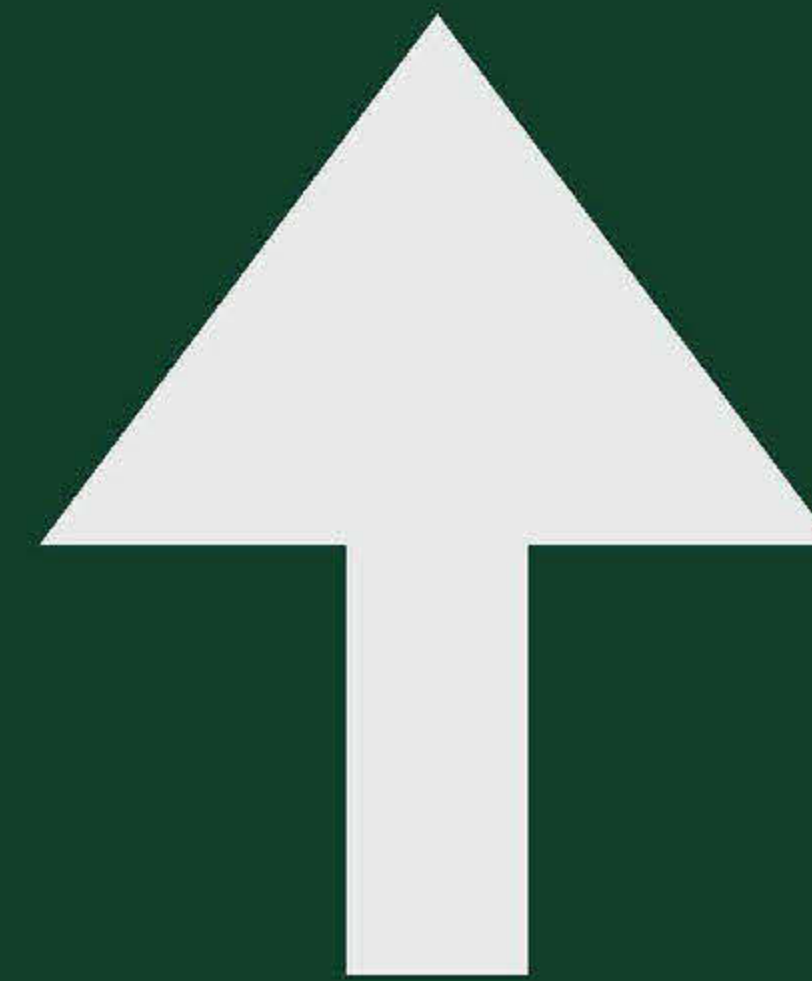


♻️
MIXED
RECYCLABLES

↑
TRASH



**MIXED
RECYCLABLES**



TRASH