



Town of Hilton Head Island
Board of Zoning Appeals
Special Meeting
Wednesday, July 29, 2020 – 9:00 a.m.
AGENDA

This meeting is being conducted virtually in accordance with Town Council Emergency Ordinance 2020-13 and can be viewed live on the Town's Public Meeting Facebook Page at <https://www.facebook.com/townofhiltonheadislandmeetings/>. Following the meeting, the video record will be made available on the Town's website at <https://www.hiltonheadislandsc.gov/>.

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. **Swearing in Ceremony for Reappointed Board Member Charles Walczak** – *Performed by Josh Gruber, Assistant Town Manager*
4. **Roll Call**
5. **Welcome and Introduction to Board Procedures**
6. **Approval of Agenda**
7. **Approval of Minutes**
 - a. Meeting of January 27, 2020
8. **Citizen Comments**
9. **Requests for Postponement Approved by the BZA Chairman** – The cases listed below have been granted a postponement by the BZA Chairman and placed on the agenda to establish an original hearing date for the request. No action will be taken by the Board at this time.
 - **VAR-000284-2020** – Request from Edward K. Pritchard, III for a variance from LMO Sections 16-5-102, Setback Standards and 16-5-103, Buffer Standards for an existing non-permitted food truck and associated screening fence to remain in the required adjacent use setback and buffer. The property address is 15 Marshland Road with a parcel number of R510 008 000 013H 0000.
 - **VAR-000352-2020** – Request from James Schwamman for a variance from LMO Sections 16-5-102, Setback Standards and 16-5-103, Buffer Standards for an existing patio which is encroaching in the adjacent use setback and buffer. The property is located at 13 Sandcastle Court and has a parcel number of R511 009 000 1109 0000.
 - **APL-000760-2020** – William M. Bowen, on behalf of Island Club III Horizontal Property Regime, is appealing staff's determination, dated March 24, 2020, that an unimproved

right-of-way, currently functioning as a drainage easement and pedestrian access to the beach, is classified as a street.

10. New Business

a. Election of Officers for July 1, 2020 – June 30, 2021 term

b. Public Hearing

VAR-001076-2020 – Request for a variance from Joe DePauw, on behalf of Hog Mountain Holdings LLC, from LMO Section 16-5-102, Setback Standards, for a proposed enclosed stair to encroach 4'-0" into the required adjacent use setback. The property address is 34 Palmetto Bay Road with a parcel number of R552 014 000 0050 0000. *Presented by Tyler Newman*

c. Hearing

APL-001105-2020 – Request for Appeal from Jason Bullock with E-Ride LLC. The appellant is appealing staff's determination, dated May 15, 2020, that mokes (electric car) and skoozas (scooter) are classified as Auto Rentals and Auto Sales.

d. Hearing

APL-001167-2020 – Request for Appeal from Douglas W. MacNeille, Esq. on behalf of Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality. The appellant is appealing staff's determination, dated May 22, 2020, that a Virtual Reality Helicopter Arcade Game business is not permitted at 52 Gateway Circle, a property that is zoned Light Industrial.

11. Staff Report

a. Waiver Approvals Summary 2017-Present

b. Waiver Report

12. Adjournment

Pursuant to the Board of Zoning Appeals Rules of Procedure Article VI Section 4: "Public comment is not permitted in a case involving an appeal from an Administrator decision." However, public comments concerning the variance case can be submitted electronically via the Town's Virtual Town Hall public comment portal at <https://hiltonheadislandsc.gov/opentownhall/>. The portal will close at **Noon** the day prior to the scheduled meeting. Citizens may also call (843) 341-4684 to sign up for public comment participation during the meeting by phone. The public comment period will close at **Noon** the day prior to the scheduled meeting. Comments will be provided to the Board for review and made part of the official record.

Please note that a quorum of Town Council may result if four (4) or more of their members attend this meeting.



Town of Hilton Head Island
Board of Zoning Appeals
January 27, 2020 at 2:30 p.m. Regular Meeting
Benjamin M. Racusin Council Chambers

MEETING MINUTES

Present from the Board: Chairman Jerry Cutrer, Vice Chair Patsy Brison, Robert Johnson, Lisa Laudermilch, Anna Ponder, Charles Walczak, John White

Absent from the Board: None

Present from Town Council: David Ames, Tamara Becker

Present from Town Staff: Nicole Dixon, Development Review Administrator; Teri Lewis, Deputy Director of Community Development; Missy Luick, Senior Planner; Tyler Newman, Senior Planner; Stephen Ryan, Staff Attorney; Teresa Haley, Senior Administrative Assistant

1. **Call to Order**
Chairman Cutrer called the meeting to order at 2:30 p.m.
2. **Pledge of Allegiance**
3. **FOIA Compliance** – Public notification of this meeting has been published, posted, and mailed in compliance with the South Carolina Freedom of Information Act and the Town of Hilton Head Island requirements.
4. **Roll Call** – See as noted above.
5. **Welcome and Introduction to Board Procedures**
Chairman Cutrer welcomed the public and introduced the Board's procedures for conducting the business meeting. Chairman Cutrer welcomed Stephen Ryan, the new Staff Attorney for the Town.
6. **Approval of Agenda**
Chairman Cutrer asked for a motion to approve the agenda. Vice Chair Brison moved to approve. Mr. White seconded. The motion passed with a vote of 6-0-0.
7. **Approval of Minutes** – Meeting of October 28, 2019
Chairman Cutrer asked for a motion to approve the minutes of the October 28, 2019 regular meeting as written. Vice Chair Brison moved to approve. Ms. Laudermilch seconded. The motion passed with a vote of 6-0-0.
8. **Unfinished Business** – None
9. **New Business**
 - a. **Public Hearing**

VAR-002648-2019 – Request from Jason Bullock for a variance from LMO Section 16-4-102.B.7.c, Use-Specific Conditions for Principal Uses, for proposed screened outside storage of bicycles in the Light Commercial (LC) District where outside storage of bicycles is not allowed. The property is located at 3 Pensacola Place and has a parcel number of R552 015 00C 0094 0000.

Ms. Luick presented the application as described in the Staff Report. During the public notice period of the application, Staff received one e-mail and one telephone call in opposition to the variance. Staff recommends the Board of Zoning Appeals approve the application based on the Findings of Fact and Conclusions of Law contained in the Staff Report with the following condition:

1. The applicant obtains minor development plan review and minor corridor review approvals which shall include a landscaping plan to plant areas of the buffer adjacent to Shipyard golf course that are currently void of vegetation.

The Board made comments and inquiries regarding: bicycle shops are allowed in the LC District, but a use-specific condition prohibits outdoor storage of bicycles; why outside storage of bicycles is specifically prohibited in the LC District; the difference between this as a use or a use-specific condition.

Chairman Cutrer asked if the applicant would like to make a presentation. The applicant presented statements regarding the grounds for the variance and answered the Board's questions.

The Board made additional comments and inquiries regarding: the fence location and the items that will be stored within it; fencing will shield the front and sides of the storage area and vegetation will shield the view adjacent to Shipyard golf course; the applicant is currently under contract to buy 4 Pensacola Place; the vegetation between the property line of 3 Pensacola and the dentist office property; the storage area will not have a cover on top; the current operations of the business; this location is an office and storage area for the bicycles; bicycles are delivered to customers and subsequently picked up.

Chairman Cutrer opened the hearing for public comments and none were received.

The Board continued deliberations about why the LMO does not allow outside bicycle storage in the LC District. The Board expressed that the request seems reasonable with the conditions to screen the storage area with fencing and landscaping subject to the Town's approval.

Upon the conclusion of the discussion, Chairman Cutrer asked for a motion.

Ms. Laudermilch moved that the Board of Zoning Appeals approve the application based on the Findings of Fact and Conclusions of Law contained in the Staff Report with the following condition:

1. The applicant obtains minor development plan review and minor corridor review approvals which shall include a landscaping plan to plant areas of the buffer adjacent to Shipyard golf course that are currently void of vegetation.

Dr. Ponder seconded. The motion passed with a vote of 6-0-0.

Mr. Johnson arrived at the meeting after the discussion of the variance began and did not participate in the discussion or vote. Mr. Johnson took the dais at this time.

- b. **APL-002639-2019** – Request for Appeal from Mike Palmieri with Side Hustle Beer Company LLC. The appellant is appealing staff’s determination, dated December 16, 2019, that a Nano Brewery is classified as a manufacturing use and therefore is not permitted at 144 Arrow Road, in the Sea Pines Circle (SPC) zoning district.

Chairman Cuter noted the appellant is the lessor of the subject property and therefore, asked if the owner of property would like to approach and speak on the appeal. The property owner was not in attendance. Chairman Cuter asked the appellant to proceed with his presentation. The appellant presented his case as described in the Board’s agenda package.

Chairman Cuter asked the Board for discussion. The Board made comments and inquiries regarding: the appellant would be engaged in brewing one day per week and selling for five days per week; the State license limits the volume and distribution of the brew; the shelf life of the product is approximately 60 to 90 days and varies by beer type; a double batch brewing day would produce about 6 barrels or 180 gallons of beer; a brewery is restricted by State license on the amount of brewing and consumption allowed per day; minimal vehicular traffic is anticipated as the business plans to function as a “drop-in” and “to-go” facility; packaging of the brew for selling purposes is minimal and does not require equipment.

Ms. Dixon presented Staff’s findings as described in the Board’s agenda package. The Board made comments and inquiries regarding: the LMO interpretation that an undefined use should be permitted; historically the Town has considered breweries as a manufacturing use; manufacturing use is not allowed in the SPC zoning district; consideration of the use classification of commercial services; consideration of this use as a nightclub or bar; convenient stores, grocery stores, liquor stores, nightclubs or bars, all sell beer and are allowed in the SPC zoning district; the LMO does not define Nano Brewery; based on evidence presented the primary use of the business is sales.

Chairman Cuter asked for rebuttals of the appellant and Staff. Following the appellant’s rebuttal, the Board continued their deliberations. The Board presented comments in support of the reversal of Staff’s interpretation. The Board agreed that Staff’s determination was not accurate to classify the Nano Brewery as a manufacturing use. The Board agreed this use is similar to other uses allowed in the SPC zoning district, most closely resembles a bar and the definitions of industrial use and commercial services, is not primarily engaged in manufacturing, but sales, and therefore, the Board determined the use should be allowed.

Upon the conclusion of the discussion, Chairman Cuter asked for a motion.

Vice Chair Brison moved that the Board of Zoning Appeals reverse the decision/interpretation because Staff made an error in determining whether a requirement of the Land Management Ordinance (LMO) was met. There was an error in judgment based on facts, plans, and regulations misread in determining the particular requirement was or was not met.

Findings of Facts:

- The uses allowed in the Sea Pines Circle (SPC) zoning district include, but are not limited to grocery stores which sell beer, liquor stores, nightclubs or bars, convenience stores which sell beer.

- The definition of Commercial Services found in LMO Section 16-10-105.G is applicable.
- The definition of Industrial Uses found in LMO Section 16-10-103.I.1 is applicable.
- The interpretation provisions of LMO Section 16-4-102.A.5.b are applicable.
- There is not a definition for a Nano brewery in the LMO.
- Based on evidence presented at the hearing, the proposed Nano brewery would brew one day and would have sales of the brew five days. Sales is the primary use of the occupancy.

Conclusion of Law:

- Although Nano breweries are not specifically listed within the LMO, they are most like a bar, as defined within Commercial Services LMO Section 16-10-105.G, and so the use should be allowed.

Mr. White seconded. The motion passed with a vote of 7-0-0.

Following the vote on the appeal, the Board pointed out that as a result of their decisions on the variance and appeal cases today, there are discrepancies in the LMO related to outdoor bicycle storage in the Light Commercial (LC) District and Nano Breweries.

Mr. Walczak moved to authorize the Chairman to draft a letter to Town Council and Planning Commission to consider an LMO amendment to allow outdoor bicycle storage in the Light Commercial (LC) District. Mr. White seconded. The motion passed with a vote of 7-0-0.

Vice Chair Brison moved to authorize the Chairman to draft a letter to Town Council and Planning Commission to consider amending the LMO to address Nano Breweries and Microbreweries. Mr. White seconded. The motion passed with a vote of 7-0-0.

10. Board Business

- a. Review and adoption of revised amendments to the Rules of Procedure

Vice Chair Brison moved to approve the revised amendments to the Rules of Procedure. Mr. Walczak seconded. The motion passed with a vote of 7-0-0.

11. Staff Report

- a. Waiver Report – The report was included in the Board’s agenda package. Vice Chair Brison requested the Board review the last few years of waivers granted by Staff. Staff will provide that information for a future meeting.

The Board’s regular meeting on February 24 will be cancelled due to a lack of agenda items.

12. Adjournment

The meeting was adjourned at 4:47 p.m.

Submitted by: Teresa Haley, Secretary

Approved: [DATE]



TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court | Hilton Head Island, SC 29928 | 843-341-4757 | FAX 843-842-8908

STAFF REPORT VARIANCE

Case #:	Public Hearing Date:
VAR-001076-2020	July 29, 2020

Parcel or Location Data:	Property Owner	Applicant
Address: 34 Palmetto Bay Road	Hog Mountain Holdings LLC 34 Palmetto Bay Road Hilton Head Island, SC 29928	Joe DePauw Parker Design Group Architects 10 Palmetto Business Park Road, Ste. 201 Hilton Head Island, SC 29928
Parcel#: R552 014 000 0050 0000		
Zoning: SPC (Sea Pines Circle)		
Overlay: COR (Corridor Overlay District)		
Site Acres: 1.52		

Application Summary:

Request for a variance from Joe DePauw, on behalf of Hog Mountain Holdings LLC, from LMO Section 16-5-102, Setback Standards, for a proposed enclosed stair to encroach 4'-0" into the required adjacent use setback. The property address is 34 Palmetto Bay Road with a parcel number of R552 014 000 0050 0000.

Staff Recommendation:

Staff recommends the Board of Zoning Appeals **deny** the application based on the Findings of Fact and Conclusions of Law contained in the staff report.

Background:

On June 9, 2019 a fire broke out in the Smokehouse restaurant. Since then, the building – home to the Smokehouse since the restaurant moved in 2010 – has been closed, and recently efforts have begun to reconstruct the building and improve the site.

In October 2019, Parker Design Group Architects on behalf of the Smokehouse restaurant, submitted a Pre-Application submittal (PAPP-002107-2019) in order to receive feedback from Town staff on a conceptual re-development proposal. During this meeting the applicant was informed of all setbacks that apply to the property per LMO Section 16-5-102.

In February 2020, the applicant submitted several waiver requests in anticipation of submitting their Development Plan Review (DPR). The request was for:

- A waiver for the requirement of a 15' wide landscape island to be reduced to 13'-9" wide
- A waiver for the requirement of a 15' wide landscape island to be reduced to 11' wide
- A waiver for the requirement of a landscape island at the end of a row of parking in the rear of the building
- A waiver for the replacement of an existing walk-in cooler in the same non-conforming location of the previous cooler which encroaches 2'-2" into the required adjacent use setback
- A waiver for the construction of an open-sided stair with a roof to encroach a maximum of 3' into the required adjacent use setback.

Due to the fact that the applicant proposed several improvements to the site which will bring it into further compliance with the LMO staff approved all of the waiver requests with several conditions, one of which being that the applicant ensure that the proposed exterior stair encroaches no further than 3' into the adjacent use setback.

In March 2020, a Major Development Plan Review (DPR) submittal was made to the Town for a proposed "modification and renovation of the existing 7,383 square foot building to a new 7,515 square foot, two story, commercial restaurant, construction of additional pervious parking and re-surfacing and re-striping the existing parking lot" at 34 Palmetto Bay Road. The Major DPR submittal was approved in April 2020 and the approved plans showed open stairs with a "2.15' encroachment into setback (3' max per waiver)".

During the review of the building permit, the Town's Plans Examiner determined that the proposed stairs would be required to be enclosed for the overall building design to meet the life safety guidelines of the International Building Code (IBC). An enclosed stair is not allowed to encroach into any setback and staff explained to the applicant that a variance would be required in order for this to be possible. In May 2020, revisions to the approved DPR, which show an enclosed stair that doesn't encroach into the adjacent use setback, were submitted to Town Staff and approved. The building permit was issued as well, with plans that matched the approved DPR. The applicant is wishing to use a design that has the stairs encroaching into the setback and has therefore submitted a variance.

Applicant's Grounds for Variance, Summary of Facts and Conclusions of Law:

Grounds for Variance:

According to the applicant's narrative, the proposed stairs will need to be enclosed for the overall building design to meet the life safety guidelines of the International Building Code (IBC). The applicant is choosing to reuse the existing restaurant foundation to save construction costs for substantial damage repair/substantial improvement as defined by the National Flood Insurance Program. Per the applicant, the reuse of the existing foundation in combination with the existing driveway entrance and parking lot layout as well as the deep and narrow proportions of the property leaves minimal width against the left setback for back-of-house areas and kitchen access. The applicant states that the variance is required in order to allow servers and patrons to comfortably pass each other within the proposed enclosed stairs.

Summary of Fact:

- The applicant seeks a variance as set forth in LMO Section 16-2-103.S.

Conclusion of Law:

- The applicant may seek a variance as set forth in LMO Section 16-2-103.S.

Summary of Facts and Conclusions of Law:

Summary of Facts:

- Application was submitted on May 26, 2020 as set forth in LMO Section 16-2-102.C and Appendix D-23.
- Notice of the Application was published in the Island Packet on July 5, 2020 as set forth in LMO Section 16-2-102.E.2.
- Notice of the Application was posted on July 9, 2020 as set forth in LMO Section 16-2-102.E.2.
- Notice of Application was mailed on July 9, 2020 as set forth in LMO Section 16-2-102.E.2.
- The Board has authority to render the decision reached here under LMO Section 16-2-102.G.

Conclusions of Law:

- The application is in compliance with the submittal requirements established in LMO Section 16-2-102.C.
- The application and public notice requirements comply with the legal requirements established in LMO Section 16-2-102.E.2.

As provided in LMO Section 16-2-103.S.4, Variance Review Standards, a variance may be granted in an individual case of unnecessary hardship if the Board determines and expresses in writing all of the following findings of fact.

Summary of Facts and Conclusions of Law:

Criteria 1: There are extraordinary and exceptional conditions pertaining to the particular piece of property (LMO Section 16-2-103.S.4.a.i.01):

Findings of Fact:

- The subject property is approximately 1.52 acres.
- The subject property is larger than all six of the directly adjacent properties other than 12 Archer Road (approximately 1.64 acres).
- The subject property is rectangular in shape as are the majority of the adjacent properties.
- The subject property does not contain any unique site features that prohibit development on the lot.
- The subject property had a fire break out in June 2019 that caused significant damage to the existing building on site.

Conclusion of Law:

- Staff concludes that this application does not meet the criteria as set forth in LMO Section 16-2-103.S.4.a.i.01. While the building did receive significant damage due to a fire, the property itself does not have any extraordinary or exceptional conditions that pertain to it.

Summary of Facts and Conclusions of Law:

Criteria 2: These conditions do not generally apply to other properties in the vicinity (LMO Section 16-2-103.S.4.a.i.02):

Findings of Fact:

- There are no extraordinary or exceptional conditions that pertain to this property.
- The other properties in the vicinity are actually smaller than the subject property.
- None of the other properties in the vicinity have buildings that were significantly damaged from fire.

Conclusion of Law:

- Staff concludes that this application does not meet the criteria as set forth in LMO Section 16-2-103.S.4.a.i.02. There are no extraordinary or exceptional conditions that apply to the subject property that do not generally apply to other properties in the vicinity, other than the building had a fire.

Summary of Facts and Conclusions of Law:

Criteria 3: Because of these conditions, the application of this Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property (LMO Section 16-2-103.S.4.a.i.03):

Findings of Fact:

- There are no extraordinary or exceptional conditions that pertain to this property.
- LMO Section 16-5-102.D requires a 20’ adjacent use setback for a commercial service use (restaurant) adjacent to another commercial service use (restaurant).
- The applicant was made aware of all setback requirements during the Pre-Application meeting in October 2019.
- The applicant was granted a waiver for a covered open stairway to extend up to 3’ in the adjacent use setback.
- The original DPR was approved with an open stairway extending 2.15’ into the adjacent use setback.
- When the applicant was informed that they needed to enclose the stairs per the IBC requirements, they were able to revise the plans with an enclosed stairway meeting the setback requirements.

Conclusions of Law:

- Staff concludes that this application does not meet the criteria as set forth in LMO Section 16-2-103.S.4.a.i.03. There are no extraordinary or exceptional conditions that apply to the subject property that would restrict the utilization of the property.
- The applicant is able to redevelop the site meeting LMO requirements as proven by the approved plans.

Summary of Facts and Conclusions of Law:

Criteria 4: The authorization of the Variance will not be of substantial detriment to adjacent property or the public good, and the character of the zoning district where the property is located will not be harmed by the granting of the Variance (LMO Section 16-2-103.S.4.a.i.04):

Findings of Facts:

- Staff has received no letters of opposition to this variance request.
- Staff has received a letter of support from the owner/operator of the adjacent property/restaurant located at 8 Archer Road, which contains the Redfish Restaurant.
- While there is no buffer required between the two adjoining properties, there is an approximately 57' wide wooded area that serves as a buffer between the Smokehouse property and the adjacent property/restaurant located at 8 Archer Road.
- The proposed stair doesn't impact any adjacent properties other than 8 Archer Road.

Conclusion of Law:

- Staff concludes that this application does meet the criteria as set forth in LMO Section 16-2-103.S.4.a.i.04 because the proposed variance will not be a substantial detriment to the adjacent property or the public good.

LMO Official Determination:

Based on the above Findings of Facts and Conclusions of Law, the LMO Official determines that the request for a variance should not be granted to the applicant because all four of the variance criteria have not been met.

BZA Determination and Motion:

The "powers" of the BZA over variances are defined by the South Carolina Code, Section 6-29-800, and in exercising the power, the BZA may grant a variance "in an individual case of unnecessary hardship if the board makes and explains in writing ..." their decisions based on certain findings or "may remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review."

This State law is implemented by the Hilton Head Island Land Management Ordinance, Chapter 2, Article 103 and the Rules of Procedure for the BZA.

A written Notice of Action is prepared for each decision made by the BZA based on findings of fact and conclusions of law.

The BZA can either Approve the application, Disapprove the application, or Approve with Modifications. Findings of Fact and Conclusions of Law must be stated in the motion.

PREPARED BY:

TN.

 Tyler Newman, Senior Planner

7/15/2020

 DATE

REVIEWED BY:

ND

7/15/2020



Nicole Dixon, AICP, CFM, Development
Review Administrator

DATE

ATTACHMENTS:

- A) Location Map**
- B) Applicant's Narrative**
- C) Plans**
- D) Site Photos**

Legend

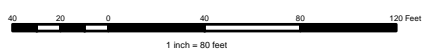
-  Subject Property
-  Parcels

VAR-001076-2020
Attachment A- Location Map



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-4600
Date Created:
Project - map.mxd

Town of Hilton Head Island
VAR-001076-2020 Location Map
July, 2020



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 date of completion or for any losses arising from the use of the map.

VAR-001076-2020
Attachment B - Applicant's Narrative



May 21, 2020

Tyler Newman
Senior Planner
Town of Hilton Head Island
One Town Center
Hilton Head Island, SC 29928

**Re: Variance Request – Written Narrative
Smokehouse Restaurant (DPR-00475-2020)**

Tyler,

We are requesting a minor variance to the requirements of LMO Section 16-5-102.D to allow for an enclosed stair to be constructed in the location of the originally approved open stair. The trapezoidal shaped variance has a 4'-0" leg tapering back to a 2'-2" encroachment.

If approved the small variance will not adversely affect neighboring (Redfish) parking lot in any way due to a large drainage easement & heavy vegetation (see attached Redfish letter). The sideline setback variance does not affect the streetscape and is 95% blocked by live oak vegetation. (See attached photo).

Back-up:

On June 9th a fire broke out in the Smokehouse restaurant, engulfing the structure in flames. Since then, the building – home to the Smokehouse since the restaurant moved in 2010 – has been closed, and we have launched into reconstruction. To conform with local flood regulations, we are renovating the restaurant over the existing slab in two phases. The bulk of the restaurant and site work will be completed during Phase I. A rooftop bar and side egress stair will be added immediately afterward during Phase II. It is this Phase II egress stair on the left side of the building that is the subject of our variance request.

The original stair design was open-sided with a roof, and provided direct circulation between the lower and upper bars while providing visual connection to the lawn area below. While a 5'-0" exterior stairway with no roof would have been allowed to extend 5'-0" into the side setback, we were granted a variance for the open stair to have a roof and extend 3'-0" into the setback. This is consistent with the 3'-0" allowable setback encroachment for roof eaves and overhangs.

During the Phase I building permit review, it came to our attention that the stair will need to be enclosed for the overall building design to meet the life safety guidelines of the IBC. We are requesting a minor variance to the requirements of LMO Section 16-5-102.D to allow for an enclosed stair to be constructed in the location of the originally approved open stair. The trapezoidal shaped variance has a 4'-0" leg tapering back to a 2'-2" encroachment. The additional requested distance accounts for the increased width of the stair necessary to allow servers and patrons to comfortably pass each other now that the stairs are no longer open sided. Keeping the original footprint and configuration of the stair maintains the clear circulation and service paths for the restaurant and bar while maintaining a consistent roof line.

A full outline of our required findings for the variance request follows (per LMO Section 16-2-103.S.4.a):

01. There are extraordinary and exceptional conditions pertaining to the particular piece of property.

The deep and narrow proportions of the property at 34 Palmetto Bay Road in combination with the existing driveway entrance, parking lot, and local flood regulations promoted the reuse of the existing restaurant foundation structure for the reconstructed design. The existing footprint allows width for access to the main parking area at rear of the property where existing parking is being reused to minimize impact on the undeveloped area at the back of the lot. This however, leaves minimal width against the left setback for back-of house areas and kitchen access. In addition, the setback is angled, tapering to the front of the building, to the location of the Phase II stair. Given the constraints of reconstructing the restaurant on the existing footprint after a fire loss, we believe consideration should be given to the effect of the adjacent wooded lagoon area on the side setback for the stair.

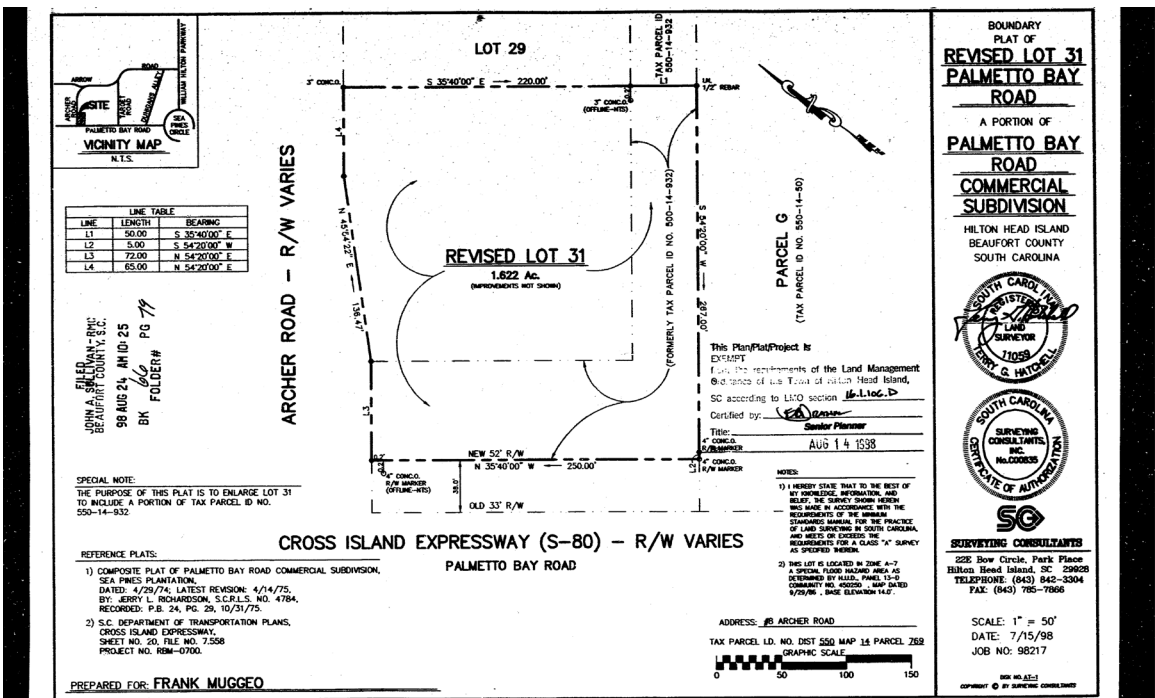
This wooded area between the Smokehouse property at 34 Palmetto Bay Road is the Red Fish Restaurant property at 8 Archer Road. It is a swath of mature trees and underbrush concealing an extension of the Arrow Road drainage lagoon network. This buffer is approximately 57 feet wide from the common property line to the Red Fish parking lot and 54 feet to the restaurant itself. It establishes an equal sized unbuildable area on the Red Fish property and provides a permanent buffer between the adjacent properties where one is not required at all by the LMO.



Aerial view of the buffer between the Smokehouse (red roof) and the Red Fish (light green roof) restaurants



A view to the Smokehouse Restaurant property from the entrance ramp to the Red Fish restaurant.



Plat of the Red Fish restaurant (Lot 31) showing a portion of the lagoon property added to the plat in 1998. The Red Fish restaurant was constructed in 1985. The Smokehouse is located at right (Parcel G).



View from the bike path along the left side property line.



*View to the front of the Smokehouse property.
The canopy of the 26" Live Oak cover the fireplace chimney and are in front of the proposed stair.*

02. These conditions do not generally apply to other properties in the vicinity.

A review of the properties in the Sea Pines Commercial zoning district shows that most of the properties encroach within the 20 ft. Adjacent use setback. Many within mere feet of the property line, and none provided with a wooded lagoon amenity to provide a buffer between the properties. All of these properties are subject to a 20 ft. side setback buffer by the LMO and would experience hardship if required to redevelop using the current setback standards.



Aerial photograph of the properties neighboring the Smokehouse Restaurant (red roof) along Palmetto Bay Road. Structures on properties at 24, 26, 30, & 32 Palmetto Bay road are placed tight to the property line.

03. Because of these conditions, the application of the is Ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

Enforcing the 20 ft. side setback for this small portion of enclosed stairway - substantially mitigated by its adjacency to a lagoon and a heavily buffered property line - is unreasonably restrictive given that:

1. Open balconies, fire escapes, or exterior stairways may extend up to 5 feet into any setback, and
2. enforcing this setback on any of the neighboring properties will likely also be argued as overly burdensome in the event of any redevelopment.

Requiring the stair to be within the setback would force the stair to be a straight run toward the rear of the property. This will require the walk-in refrigerators to be relocated along the left side wall toward the rear to provide more space. The result is a disconnect between the upper bar and lower bar and outdoor amenity area – effecting both patrons and the wait staff, and the relocation of the kitchen delivery door far from the loading area. The resulting layout has an

adverse effect on restaurant operations as wait staff will have to travel through the kitchen cook and prep areas to service the second floor, and it inhibits the connection between the rooftop entertainment spaces and lawn amenity.

04. The authorization of the Variance will not be of substantial detriment to adjacent property or the public good, and the character of the zoning district where the property is located will not be harmed by the granting of the variance.

Granting the 4'-0" variance request will not be of substantial detriment to the adjacent property to the public good, and the character of the zoning district will not be harmed. The existence of the lagoon and buffer will make the setback variance unperceivable to the eye. The relationship between the restaurants on the subject setback line is unique to the adjacent properties along the Sea Pines Commercial zoning district as it provides ample setback and buffer, rather than little to none. The resulting stair will be appropriate for the scale of the building and its context, and its architecture will add to the character of the neighborhood.

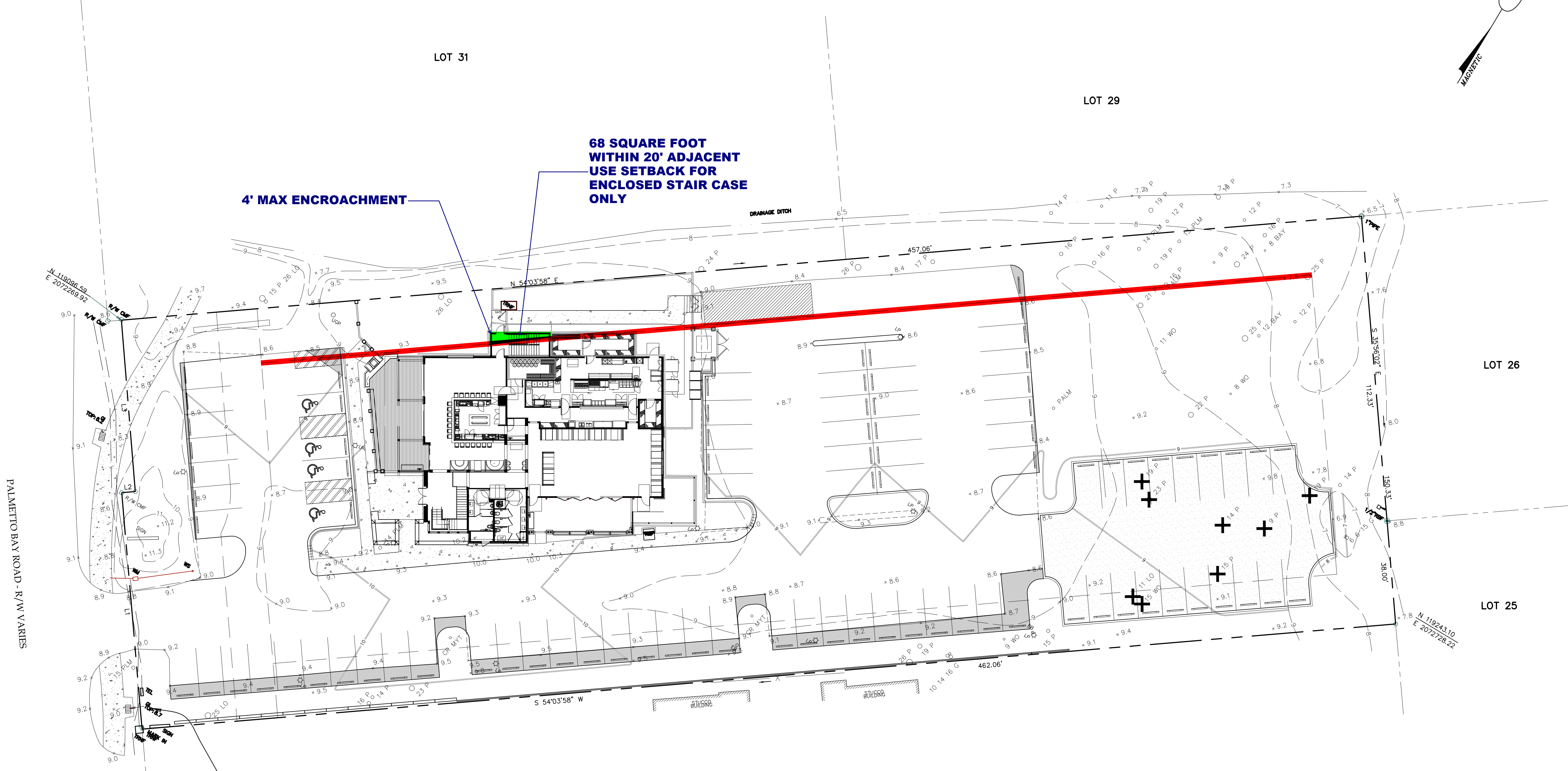
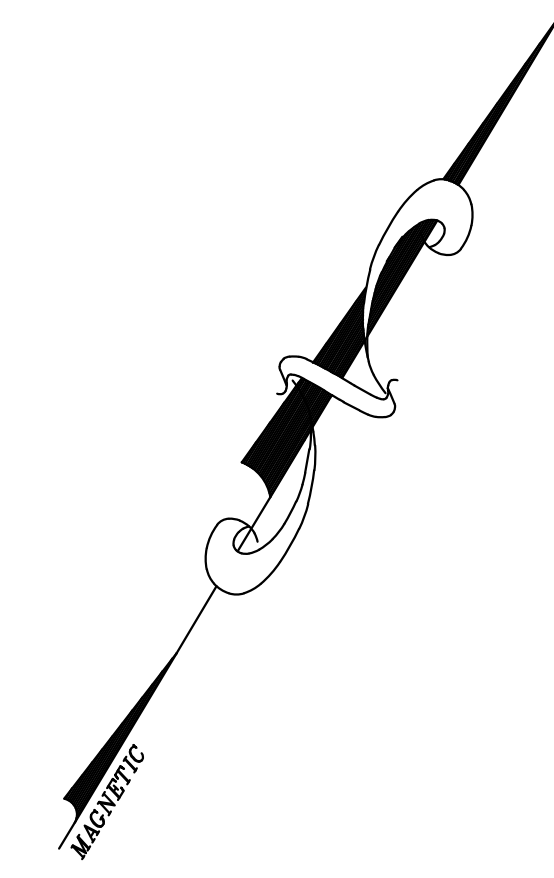
As outlined above, we believe a 4'-0" side setback variance is appropriate to allow the construction of an enclosed stair where an open stair with roof was previously planned. We look forward to presenting our information to the Board of Zoning Appeals. If you need any additional information or would like to discuss further, please let me know.

Thank you,

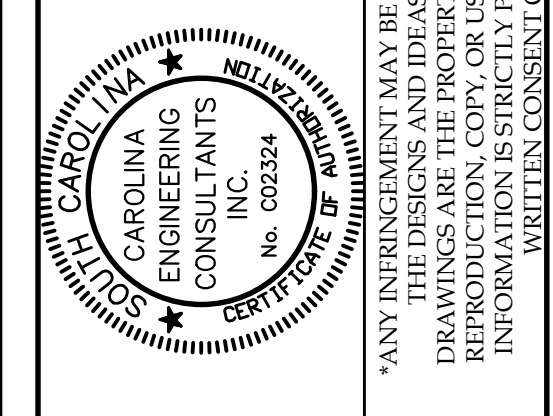
A handwritten signature in black ink, reading "Joseph DePauw". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joseph A. DePauw, AIA
Parker Design Group | Architects

VAR-001076-2020 Attachment C - Plans



TEMPORARY BENCHMARK AT
GRATE INLET ELEVATION: 8.7'
NGVD 1929 DATUM



ANY INFRINGEMENT MAY BE SUBJECT TO LEGAL ACTION.
THE DESIGNS AND IDEAS PRESENTED IN THESE
DRAWINGS ARE THE PROPERTY OF SAID ENGINEER. THE
INFORMATION IS STRICTLY PROHIBITED WITHOUT THE
WRITTEN CONSENT OF THE ENGINEER.

PLAN REVISIONS	
NO.	DATE
1	-
2	-
3	-
4	-
5	-
6	-
7	-
8	-

**SMOKEHOUSE RESTAURANT
TOWN OF HILTON HEAD
BEAUFORT COUNTY, SC**

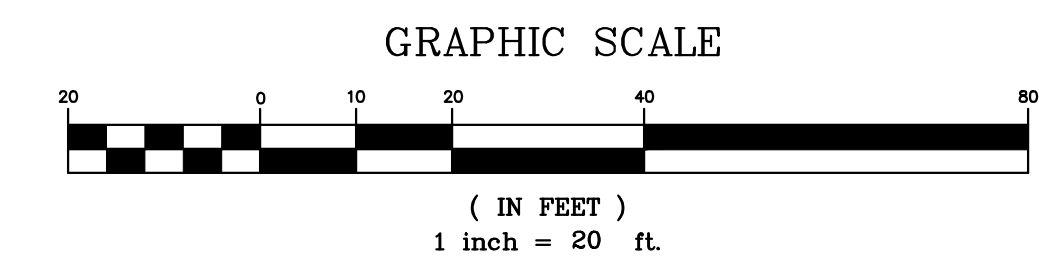
CAROLINA ENGINEERING CONSULTANTS, INC.
PO BOX 294
BEAUFORT, SC 29901
WWW.CAROLINAENGINEERING.COM
843/322-0553
843/322-0556 (FAX)

PROJECT:	2218
DATE:	05/20/20
REVISED:	05/20/20
DRAWN BY:	FLB
ENGINEER:	FLB
SCALE:	1"=20'

WAIVER EXHIBIT

1

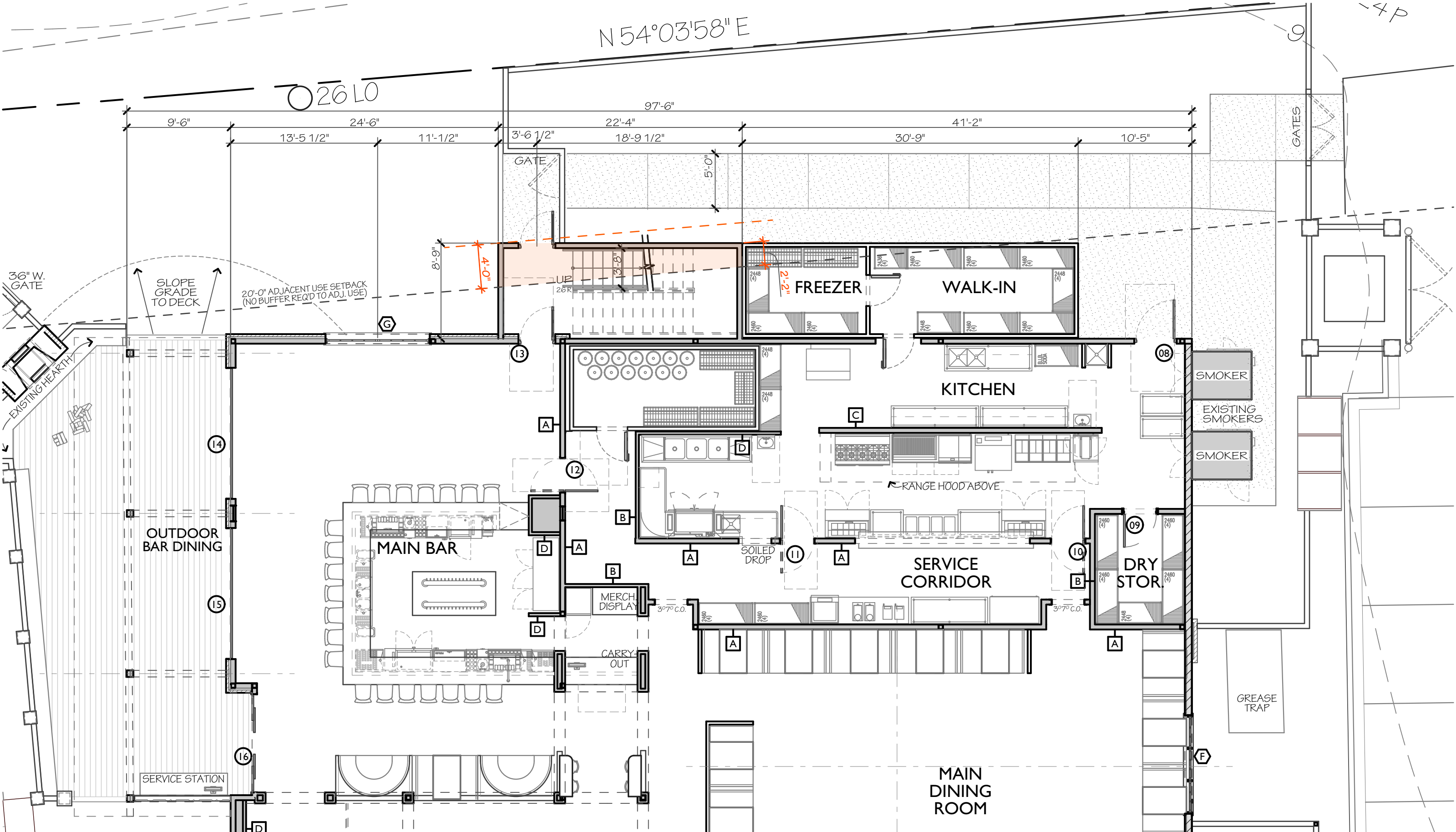
OF 1



PALMETTO BAY ROAD - R/W VARIES

N 54° 03' 58" E

26 L0

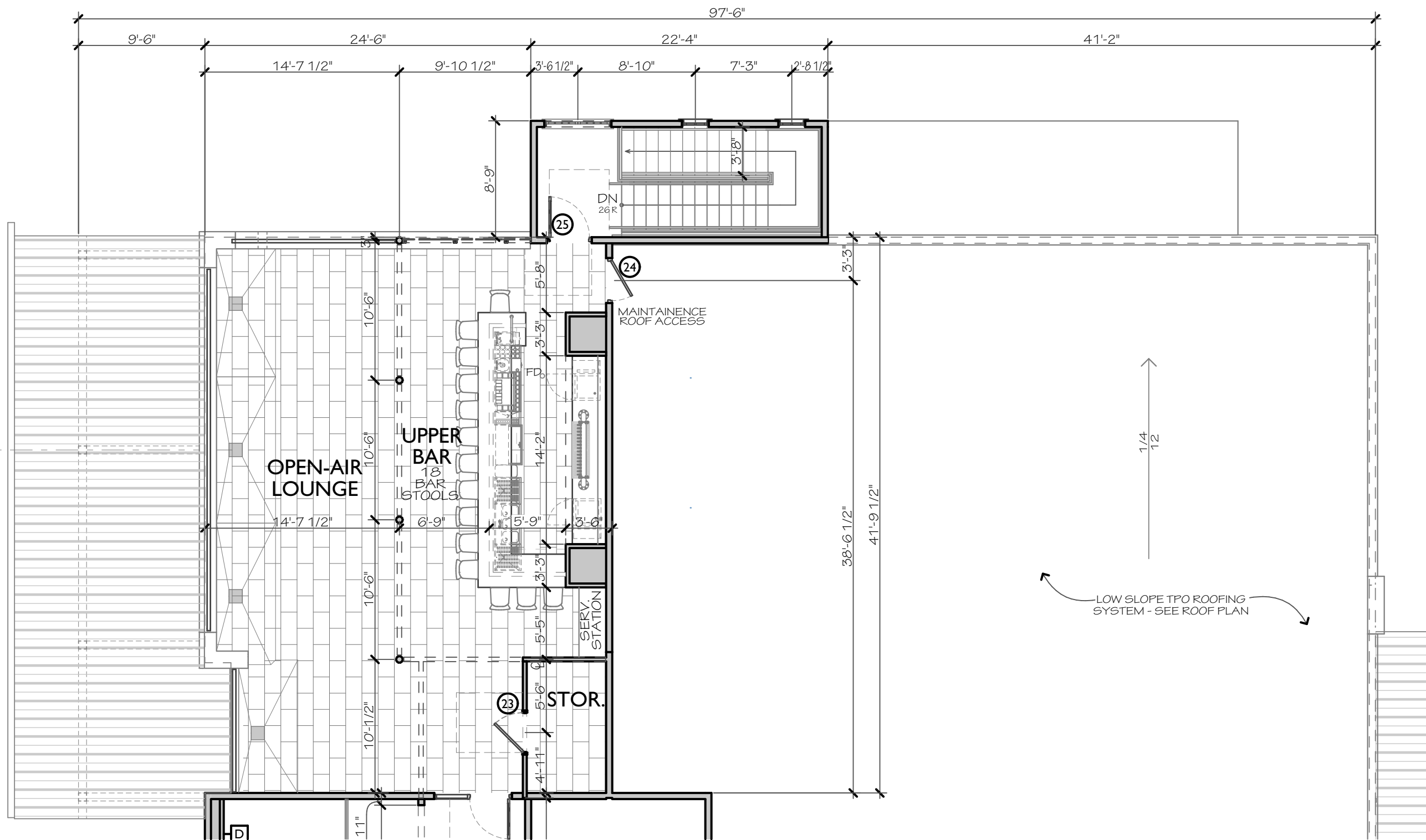


1st FLOOR PLAN - PHASE II
 SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
 34 Palmetto Bay Rd.
 Hilton Head Island, SC 29926
 5/19/2020





1
A8.2 **2nd FLOOR PLAN - PHASE II**
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
34 Palmetto Bay Rd.
Hilton Head Island, SC 29926
5/19/2020

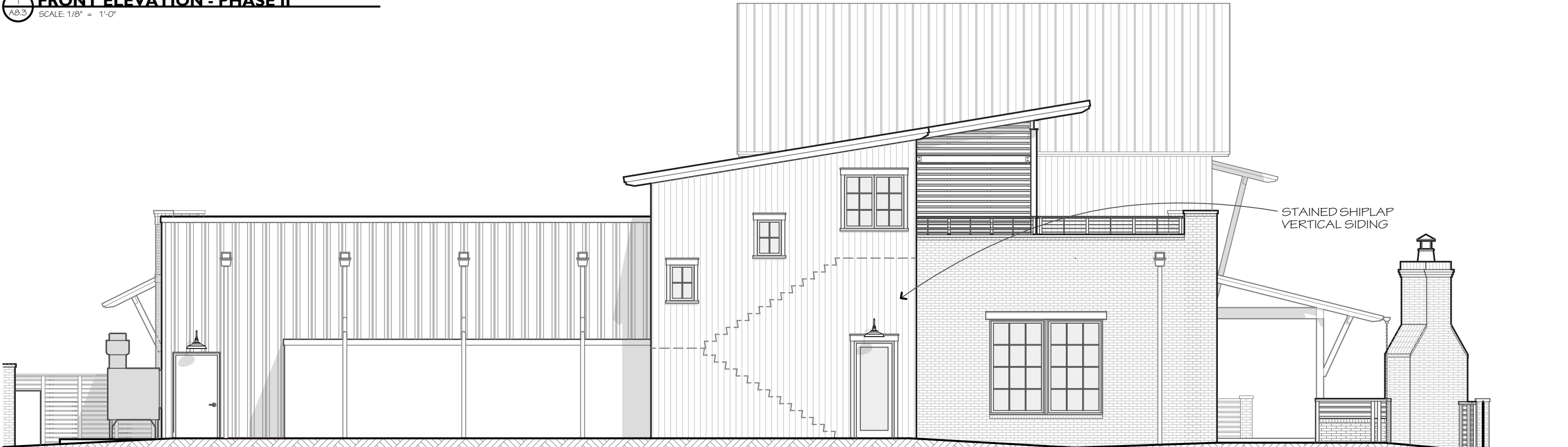


WIRE CLIMBING TRELLIS
W/ JASMINE VINES



1 FRONT ELEVATION - PHASE II
A8.3 SCALE: 1/8" = 1'-0"

STAINED SHIPLAP
VERTICAL SIDING



2 LEFT ELEVATION - PHASE II
A8.3 SCALE: 1/8" = 1'-0"

VAR-001076-2020
Attachment D- Site Photos















S
Smokehouse
Ribs * Rhythm * Drows



Existing Restaurant



**Rear of Building
(wall to be saved)**



Rear of Site



Existing Vegetative Buffer



Existing Buffer @ Loading Area



Red Fish Restaurant



View to Smokehouse from Red Fish







TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Teri B. Lewis, AICP, *Deputy Director of Community Development*
DATE: June 25, 2020
SUBJECT: APL-001105-2020

Jason Bullock is appealing staff's determination, dated May 15, 2020, that mokes and skoozas are classified as Auto Rentals and Auto Sales.

Per the Code of Laws of South Carolina, specifically 6-29-800.B, upon receipt of an appeal, staff is required to immediately transmit to the board all the papers constituting the record upon which the action appealed from was taken. The record as attached consists of the following documents:

- Attachment A - Appellant Submittal
- Attachment B – 5-15-20 Staff Determination Letter
- Attachment C – E-mail Communications
- Attachment D – 8-3-17 Staff Determination Letter

Please note that there was a delay in the submittal of items to the BZA because the appellant asked staff to consider some additional information which might have led to the the determination being rescinded. After consideration of this information, staff decided that the determination was still valid.

Staff reserves the right to submit additional documents.

Due to the suspension of public meetings at this time because of the Covid 19 Pandemic, this appeal application will be held until the suspension is lifted.

Please contact me at (843) 341-4698 or at teril@hiltonheadislandsc.gov if you have any questions.



Town of Hilton Head Island
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928
Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY	
Date Received:	_____
Accepted by:	_____
App. #: APL	_____
Meeting Date:	_____

Applicant/Agent Name: Jason Bullock Company: FRide LLC
Mailing Address: 59 B New Orleans Rd City: H. Head State: SC Zip: 29928
Telephone: 304.210.8824 Fax: 304.699.0339 E-mail: e.jasonbullock@yahoo.com

APPEAL (APL) SUBMITTAL REQUIREMENTS

If you are interested in submitting your appeal electronically please call 843-341-4757 for more information.
The following items must be attached in order for this application to be complete:

- A detailed narrative stating the Town Official or Body who made the decision, the date of the decision being appealed, the basis for the right to appeal, the grounds of the appeal, cite any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the review body.
- Any other documentation used to support the facts surrounding the decision.
- Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island.

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature: [Signature] Date: 5/29/2020

E RIDE, LLC
59B NEW ORLEANS ROAD
HILTON HEAD ISLAND, SC 29928
844.213.7433

May 28, 2020

Community Development Department
One Town Center Court
Hilton Head Island, SC 29928

RE – Appeal of Use Classification for E Ride, LLC at 59 New Orleans Road.

Dear Sir or Madam:

We are writing to request a variance to the use classification of our business – Auto Rentals and Auto Sales - which resulted in the denial of our business license at 59B New Orleans Road. E Ride is a newly created business which is formed to sell and rent high-end electric toys in coastal tourist communities. We are beginning our business with the sale and rental of Moke electric Low Speed Vehicles and Skooza electric mopeds. It is our desire to conduct our operations at 59B New Orleans Road, which is in the Sea Pines Circle District. Our mission is to give Hilton Head's tourists and residents a 5 Star, Instagram worthy experience using items normally found in high-end destinations such as the Caribbean, Martha's Vineyard, South Beach, and The Hamptons.

After numerous attempts to get a final determination on our business license application submitted on March 29th 2020 we received Teri Lewis', the Deputy Director of Community Development, formal written classification on May 15th 2020. In this letter the Deputy Director classified Moke and Skooza as Auto Rentals and Auto Sales. Auto Rentals are only permitted in the Sea Pines Circle District if they are co-located with a resort accommodation. We do not agree with the Deputy Director's determination as we believe this business is best classified as Other Commercial Services.

Further compounding our frustration with the lengthy process to obtain either a business license or official denial of the same. We were initially informed by the Deputy Director we could operate at 59B New Orleans if Moke and Skooza were stored inside. Then that was denied and we were informed we could operate from 3 Pensacola Place during our appeal process. 3 Pensacola Place is in the Light Commercial District where both Auto Rentals and Auto Sales are permitted by right. Despite our many requests and applications for a business license at this location to date we have not received our license. The delay in the business classification, formal determination, and not being granted a license at an alternate location where it is permitted by right is causing us financial harm.

A summary of facts are as follows:

- March 29, 2020 – Business License Application submitted
- April 2, 2020 – Certificate of Existence and Articles of Organization Submitted

- Informed due to COVID and being a new kind of business it might take two weeks to get business license, but don't worry, just please be patient
- April 14, 2020 – Requested update on license status
 - Informed application still in the approval process. Again told applications take one and a half to two weeks to complete. Out of town businesses can be same day.
 - April 17, 2020 – Given Donna Horsman and Wendy Conant to contact regarding holds.
 - Neither were able to give information on E Ride LLC hold or when it would be removed
 - Ms. Conant's related to other business license requests
 - April 22, 2020 – Advised again that Planning and Code Enforcement had hold on application.
 - Requested E Ride LLC be separated from other business' applications since unrelated to fence construction applications
 - April 23, 2020 2:56 PM – Email from Teri Lewis that if Moke and Skooza are stored inside Planning could approve E Ride at 59B

Teri Lewis

📧 E Ride April 23, 2020 at 2:56 PM



E-Ride

To: Jason Bullock

📄 Siri found updated contact info Lewis Teri 59 New Orleans Rd Ste. B/ Rental

[update...](#) ✕

Jason-

Will the electric scooters and Mokes only be stored inside the building? If yes, then Planning can sign off on this business license (for E Ride LLC at 59 New Orleans, Suite B)?

Thanks -
Teri Lewis

[#23824 E Ride LLC/ 59 New Orleans Rd Ste. B/ Rental and sales of electric scooters and Mokes/ Storage on site and also at 3 Pensacola](#)

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- Answered that Skooza stored inside, Moke outside
- April 23, 2020 4:00 PM – Email from Teri Lewis that the classification of Moke and Skooza would be reviewed with Staff Attorney the following day
 - First reply email elaborates our belief that Moke and Skooza is not the same as a traditional auto rental company like Hertz, etc. Moke and Skooza can not replicate the functions and utility of a traditional rental car due to limited size and operational area.
 - Second reply elaborates on our desire to keep the functions of E Ride separate from the operations of another commonly owned bike business

- due to safety and efficiency concerns. We are keeping walk up business away from the bike business' building at 3 Pensacola Place and it can not co-locate at 612 William Hilton Parkway as Moke can not travel that section of 278.
- April 24, 2020 – After answer about the storage, then advised that Staff believes items may be Auto Rentals, but need to confirm with Staff Attorney.
 - April 27, 2020 – Again requested update on status of E Ride business license
 - No answer
 - April 28, 2020 – Email from Teri Lewis informing us she spoke with Staff Attorney and informed him of pervious determination of unrelated items. Copy of letter to unrelated party from August 3, 2017.
 - In separate phone conversation with the unrelated party – Chet Williams – he did not appeal this letter as it stated what he needed based on his clients use. He did not affirm or deny that the listed items were or were not Auto Rentals or Auto Sales as his clients were intending to be in the Light Commercial district.
 - May 5, 2020 – Teri Lewis suggests we contact Stephen Ryan to review Moke and Skooza
 - Mr. Ryan and I spoke at length about Moke and Skooza. His concern is not with the use classification, but rather if they are approved to be on roads.
 - Detailed email sent to Mr. Ryan with vehicle details and South Carolina Code detailing Moke are Low Speed Vehicles and Skooza are Moped
 - SC Code differentiates Low Speed Vehicles and Mopeds from passenger automobiles and light trucks.
 - May 7, 2020 – Informed via email from April Atkins that Teri Lewis approved E Ride at 3 Pensacola Place and to submit details about the initial inventory of items.
 - Detailed breakdown of units given.
 - We requested the opportunity to split the business between 59B and 3 Pensacola so as to not have people coming and going at our main bike distribution location.
 - May 14, 2020 – Request to do some business at 59B not agreed to via email.
 - Requested from Teri Lewis some sort of official determination so that I could begin the appeal process.
 - Advised E Ride business license would be approved at 3 Pensacola Place.
 - Requested the ability to split operations between 59B New Orleans and 3 Pensacola for safety concerns of people coming to main bike distribution location
 - Formal Business License application for E Ride at 3 Pensacola Place submitted
 - To date, license still not received.
 - May 15, 2020 – Received email from Teri Lewis with formal determination letter and appeal information.
 - Again requested license at 3 Pensacola while under appeal
 - No response
 - May 19, 2020 – Requested update of E Ride at 3 Pensacola
 - No response
 - May 20, 2020 – Requested update of E Ride at 3 Pensacola

- May 21, 2020 – Teri Lewis responds working through license issues. She, April or Stephen will provide feedback.
 - Advised Teri Lewis the delay is effecting ability to conduct business.
- May 27,2020 – Informed Staff can approve E Ride at 3 Pensacola with conditions. Informed use is “complicated” without elaboration of conditions or what complicated means. Also that my 4 Business License requests in 2020 have gotten priority.
 - Requested again that the use classification be Other Commercial Services in a long email with details as to why we believed it is not Auto Rentals or Auto Sales, but better classified as Other Commercial Services.
- May 27, 2020 – Response from Teri Lewis that Staff is considering LMO changes to accommodate golf carts and electric vehicles. Considering if Moke and Skooza could be considered a Commercial Service use.

We have tried for many months to get this matter resolved without the additional time and expense of an appeal. We have presented in informal communications our justification and rational as to why these items are not Auto Rentals or Auto Sales, but rather better defined as Other Commercial Services.

Our justification for granting the revision to Other Commercial Services are:

From LMO Sec 16-10-103 G.1

G. Commercial Services

1. Description

Establishments involved in the sale, rental, and incidental servicing of goods and commodities that are generally delivered or provided on the premises to a consumer. Commercial Services may also include **uses** that provide personal services, or product **repair**, or services for consumer and business goods. Commercial Services does not include sales or service establishments related to vehicles (considered Vehicle Sales and Services), or establishments primarily selling supplies to contractors or retailers (considered **Wholesale Sales**), or the provision of financial, professional, or business services in an office setting (considered Office **Uses**), or **uses** providing recreational or entertainment opportunities (considered Commercial Recreation **Uses**). **Accessory uses** may include offices, storage of goods, assembly or repackaging of goods for **on-site** sale, concessions, ATM machines, and outdoor display of merchandise.

From LMO Sec 16-10-103.H.1&2

H. Vehicle Sales and Services

1. Description

The Vehicle Sales and Services classification includes **uses** involving the direct sales, leasing, and servicing of automobiles (including motorcycles and light trucks), whether for personal transport, commerce, or recreation. The **uses** include but are not limited to: **auto rental, auto repair, auto sales, car wash, gas sales, taxicab service**, towing service, truck or trailer rental, and commercial parking lots. This **use** classification does not include

airports (considered an Aviation and Surface Transportation **use** type) or the storage, recycling, and resale of inoperable vehicles or vehicle parts (considered a salvage and recycling facility and thus part of the **Waste-Related Services Use** Other than a Waste Treatment Plant). **Accessory uses** may include offices, sales of parts, **maintenance** facilities, outdoor display, and vehicle storage.

2. Use Definitions

Auto Rental

An establishment where new or used passenger automobiles are offered for short-term lease to the general public.

Auto Sales

An establishment where new or used passenger automobiles or light trucks in operating condition are offered for sale or long-term lease to the general public.

The South Carolina Department of Motor Vehicles classifies E Ride's products as the following:

- Moke as Low Speed Vehicles - NOT passenger automobile
 - While one must be licensed to drive, they are not able to travel on all roadways as a passenger automobile can - only 35 mph and less.
 - S.C. Code Ann. § 56-2-100
 - <https://www.scstatehouse.gov/code/t56c002.php>
- Skooza as Moped - NOT motorcycle
 - There is no requirement to have a motorcycle endorsement on one's license to operate a Moped in South Carolina.
 - One must have a motorcycle endorsement to operate a Motorcycle in South Carolina.
 - <https://www.scstatehouse.gov/code/t56c002.php>

By definition of the LMO and South Carolina Motor Vehicle Code, Moke and Skooza are NOT Auto Rental or Auto Sales since they are not passenger automobiles or motorcycles. Moke and Skooza are better classified as goods and commodities. Therefore, the Deputy Director's decision should be overturned and this business should be classified as Other Commercial Services which is permitted by right in the Sea Pines Circle district. We look forward to your agreement and receipt of E Ride, LLC, business license at 59B New Orleans Road.

Respectfully submitted this 28th day of May 2020.

E RIDE, LLC.



Jason Bullock
Member

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

William D. Harkins
Mayor ProTem

Council Members

David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox
Glenn Stanford

Stephen G. Riley
Town Manager

Via e-mail to cjasonbullock@yahoo.com

May 15, 2020

Mr. Jason Bullock
E-Ride, LLC
3 Pensacola Place
Hilton Head Island, SC 29928

Re: Use Classifications

Dear Jason:

This letter serves as a formal written determination of the classification of the use of mokes and skoozas on Hilton Head Island. Per an e-mail that you sent to Stephen Ryan, Staff Attorney, on May 5, 2020 you provided the below descriptions of these two uses.

Moke

- 4 Wheeled electric vehicle with head lights, tail lights, turn signals, horn, 3 point seatbelts, mirrors and backup camera
- 4 person capacity
- Classifies as a low speed vehicle. Can operate on roads 35 mph or less. Cross roads of higher speed.

Skoosza

- 2 Wheeled electric vehicle with head lights and tail lights
- Only rider - no passenger
- Classifies as a moped

These uses are not specifically listed in the Town's Land Management Ordinance (LMO) and therefore per LMO Section 16-4-102.A.5, the LMO Official is tasked with interpreting unlisted uses.

Your correspondence with me has indicated that you believe that the use of mokes and skoozas is most similar to that of the sale or rental of bicycles. This use, Bicycle Shop, is defined in LMO Section 16-10-103.G.2 and is permitted in the CR (Coligny Resort), SPC (Sea Pines Circle), CC (Community Commercial), MS (Main Street), WMU (Waterfront Mixed Use), S (Stoney), MF (Marshfront), MV (Mitchelville), LC (Light Commercial) and RD (Resort Development) Zoning Districts, subject to specific conditions that are outlined in LMO Section 16-4-102.B.7.c. After reviewing your description of mokes and skoozas and reviewing

previous determinations related to golf carts and mopeds, I have determined that mokes and skoozas are more similar to a motor vehicle than a bicycle. I am classifying the use of mokes and skoozas as Auto Rentals and Auto Sales.

Auto Rental is defined in LMO Section 16-10-103.H.2 and is permitted by right in the CC, MF, LC and IL (Light Industrial) Zoning Districts and is permitted with the conditions outlined in LMO Section 16-4-102.B.8.a in the CR, SPC, WMU, MV and RD Zoning Districts. Auto Sales are also defined in LMO Section 16-10-103.H.2 and are permitted by right in the CC, LC and IL zoning districts.

You have asked if the sale and rental of mokes and skoozas would be permitted at 59 New Orleans Road and 3 Pensacola Place. The sale and rental of mokes and skoozas is classified as Auto Rental and Auto Sales and therefore is permitted by right at 3 Pensacola Place which is zoned LC and is not permitted at 59 New Orleans which is zoned SPC.

Should you wish to appeal this determination to the Board of Zoning Appeals (BZA), you must file an appeal application within 14 calendar days of receipt of this determination.

If you have any additional questions, please contact me at (843) 341-4698 or teril@hiltonheadislandsc.gov.

Sincerely,



Teri Lewis, AICP
Deputy Director of Community Development/LMO Official

cc: April Akins
Nicole Dixon
Stephen Ryan

From: [REDACTED]
To: [Lewis Teri](#)
Date: Tuesday, June 9, 2020 11:13:18 AM

This Message originated outside your organization.

Want to do a call with the 3 of us? Add Gregg A in?

I think the BZA will agree it is other commercial services. By definition of LMO and SC Vehicle Code it can't be auto rental.

I'm trying to avoid another situation like Side Hustle Beer went through. The process killed those guys - still have not opened - but I have staying power. The main thing is in the end, I'm going to be able to work out of there so what is the difference with letting me start there?

Chet won't sue the Town. His clients wanted to be in LC district. He got the clarification he needed.

C. Jason Bullock

[REDACTED]
C/304.210.8824

On Jun 9, 2020, at 10:37 AM, Lewis Teri <TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Please send to me. I'm talking with Stephen about E-Ride. I don't want to be bureaucratic but I also don't want to get it wrong.

Teri

From: Jason Bullock [REDACTED]
Sent: Tuesday, June 9, 2020 10:36 AM
To: Lewis Teri <TeriL@hiltonheadislandsc.gov>
Subject: Re: Pizza Co at 612 William Hilton Parkway

This Message originated outside your organization.

Teri,

I'm glad I finally came to you with an easy one.

Should I send the plan to you or April?

Since you are quickly replying to emails this morning, any chance for an E Ride revision so I can start at 59B versus having to move twice?

Thanks,

Jason

C. Jason Bullock

[REDACTED]
C/304.210.8824

On Jun 9, 2020, at 8:30 AM, Lewis Teri
<TeriL@hiltonheadislandsc.gov> wrote:

Jason-

April sent me the below e-mail. The use is allowed and I know there is plenty of parking on the site so the only thing I need from you for Planning to sign off is a site plan showing where on the site the food truck will operate.

Thanks.

Teri Lewis

From: Jason Bullock [REDACTED]

Sent: Monday, June 08, 2020 10:27 PM

To: Akins April <aprila@hiltonheadislandsc.gov>

Cc: Marshall Sampson <[REDACTED]>

Subject: Pizza Co at 612 William Hilton Parkway

This Message originated outside your organization.

April,

Marshall would like to operate his Pizza Co trailer out of 612 William Hilton Parkway location.

He has a license to operate with the town.

What do I need to do on my business license for him to work there?

Any other requirements?

Thanks,

Jason

C. Jason Bullock

[REDACTED]
C/304.210.8824

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From: [REDACTED]
To: [Lewis Teri](#)
Cc: [Akins April](#); [Ryan, Stephen](#); [REDACTED]
Date: Wednesday, June 3, 2020 2:03:03 PM

This Message originated outside your organization.

Teri,

Thank you for getting back with me. Instead of quickly replying yesterday, I took some time to try to think through your response from both sides of this issue and am still confused.

From your consideration to add a classification for Low Speed Vehicles, golf carts, etc into the LMO it appears Town Staff are not opposed to these types of items being sold and rented on Hilton Head. If that is the case, why can't E Ride be Other Commercial Services now and allow me to open in what is going to be my location for the long term while the Town goes through the LMO change process. There are many inefficiencies and excess costs associated with starting in one location and then moving to another. There is also the time and expense of the BZA appeal process for both me and the Town. Most important, I'm still very concerned about mixing bike distribution and walk up E Ride at the same location.

So, in the end I'm going to be able to operate from 59B either from the BZA approving my appeal or the LMO being changed, why not just allow me to start at 59B now?

If you are concerned about needing limitations to start, I'm happy to move Moke to 3 Pensacola for repair and Skooza repaired inside. I'm also good with limiting to 10 Moke outside - they don't take that much space in the lot. Skooza will always be stored inside at night.

Thanks,

Jason

C. Jason Bullock

[REDACTED]
C/304.210.8824

On Jun 2, 2020, at 11:15 AM, Lewis Teri <TeriL@hiltonheadislandsc.gov> wrote:

Jason-

I have done some research on mokes and skoozas and looked at how these types of vehicles are classified in other communities. The route that we will be pursuing is adding an LMO amendment to our 2020 amendment list for this use. I would add 'Low Speed Recreational Vehicles' as an allowable use in the LMO. I am proposing that it be a conditional use in the CR, SPC, CC, WMU, MF, LC, RD and IL zoning districts in the

Vehicle Sales & Services category. Conditions may include items such as:

- All repairs will occur inside the structure
- Notice of applicable traffic laws and legal streets of operation will be provided to customers
- Limitation on # of vehicles to be displayed outside
- Screening requirements for outdoor storage (not display)

Amendments go through a rigorous review process (LMO Committee, Planning Commission, Public Planning Committee and 2 readings of Town Council) and so it is a 4-6 month process.

Unless I hear differently from you, I am going to assume that you want to move forward with your appeal to the BZA. At this point I anticipate that the first BZA virtual meeting will be held in early to mid-July.

I believe April was holding off on issuing the E-Ride, LLC business license at 3 Pensacola until she knew if I could consider it an 'Other Commercial Use'. Since I will not be changing my determination, I think she will be able to issue that business license but I will let her tell you whether or not that is the case.

I know that you have been frustrated with the length of time that this process has taken; unfortunately when there is a use that is not specifically listed in the LMO, it takes some time for us to determine the best way to classify it. I hope that this LMO change will make it easier for your company, and other similar types of uses, in the future.

Kind regards-
Teri Lewis

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From: [REDACTED]
To: [Lewis Teri](#)
Cc: [Akins April](#); [Ryan, Stephen](#)
Date: Friday, May 29, 2020 3:12:46 PM

This Message originated outside your organization.

Teri,

I called in payment. They did not have anything to apply it to but took my information when it gets in the system.

We just got a call to Island Cruisers from someone looking to rent a golf cart the end of June. They transferred the call to explain E Ride and the Moke and Skooza. Beth's exact words - "Its about time Hilton Head got some high end experiences!". She also quickly understood not just the cool factor, but also how a Moke is a safer experience with everyone sitting forward, seatbelts, and structure.

I told her I was in the predicament with y'all and don't have a business license yet, but hoped to be able to help her the end of June. I could have booked her for 2 Moke and a couple Skooza if I had a license - that is about \$2,400 lost billings.

This is going to start happening more often when E Ride's long ago placed marketing starts getting seen.

I also really need to reprint the Counter Cards (getting killed by last year bike prices) and would like to have an address on them.

So all of this is to say ... if there is any way to finish the reviewing today I would appreciate it.

Thank you

Jason

[REDACTED]
C/304.210.8824

On May 29, 2020, at 9:24 AM, Lewis Teri <TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Staff is still reviewing your request to classify this use as 'Other Commercial Services'. If staff determines that is a more appropriate use, we will advise you of such and void your appeal application and refund your application fee.

Kind regards-

Teri Lewis

From: Jason Bullock [REDACTED]
Sent: Thursday, May 28, 2020 10:01 PM
To: Lewis Teri <TeriL@hiltonheadislandsc.gov>
Cc: Akins April <aprila@hiltonheadislandsc.gov>; Ryan, Stephen <stephenry@hiltonheadislandsc.gov>
Subject: E Ride LLC - Appeal of Use Determination

This Message originated outside your organization.

Teri,

Since I had not heard back from my request to classify E Ride as Other Commercial Services without having to do an appeal, attached is E Ride's appeal of the determination it is Auto Rental and Auto Sales.

I will call the office in the morning to pay the fee.

I'm sorry we have to do this appeal process - lots of extra time for both of us and continues my loss of sales.

Jason

C. Jason Bullock
[REDACTED]
C/ 304.210.8824

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From: [REDACTED]
To: [Lewis Teri](#)
Cc: [Akins April](#); [Ryan, Stephen](#)
Date: Friday, May 29, 2020 9:31:17 AM

This Message originated outside your organization.

Teri,

Thank you.

Do you know when this secondary review of Other Commercial Services will be complete?

May I have a business license at 3 Pensacola Place in the interim so I can sell the nice people in Palmetto Bluff their Mokes?

Thank you,

Jason

C. Jason Bullock

[REDACTED]
C/ 304.210.8824

On May 29, 2020, at 9:24 AM, Lewis Teri <TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Staff is still reviewing your request to classify this use as 'Other Commercial Services'. If staff determines that is a more appropriate use, we will advise you of such and void your appeal application and refund your application fee.

Kind regards-

Teri Lewis

From: Jason Bullock [REDACTED]
Sent: Thursday, May 28, 2020 10:01 PM
To: Lewis Teri <TeriL@hiltonheadislandsc.gov>
Cc: Akins April <aprila@hiltonheadislandsc.gov>; Ryan, Stephen <stephenry@hiltonheadislandsc.gov>
Subject: E Ride LLC - Appeal of Use Determination

This Message originated outside your organization.

Teri,

Since I had not heard back from my request to classify E Ride as Other Commercial Services without having to do an appeal, attached is E Ride's appeal of the determination it is Auto Rental and Auto Sales.

I will call the office in the morning to pay the fee.

I'm sorry we have to do this appeal process - lots of extra time for both of us and continues my loss of sales.

Jason

C. Jason Bullock

[REDACTED]
C/ 304.210.8824

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From: [REDACTED]
To: [Lewis Teri](#)
Date: Wednesday, May 27, 2020 12:30:07 PM

This Message originated outside your organization.

Teri

I'm out running around but here is the email where you said E Ride ok if stored inside.

Can we all just agree this is other commercial service and save all of us the time and aggravation of a BZA appeal? Chet is not going to be upset. He got the answer he wanted in your letter. He did not appeal as he wanted them in LC all the time.

Jason Bullock
[REDACTED]

On Apr 23, 2020, at 3:02 PM, Jason Bullock <[REDACTED]> wrote:

Makes are in the parking lot.

Scooters inside.

C. Jason Bullock
[REDACTED]
C/304.210.8824

On Apr 23, 2020, at 2:56 PM, Lewis Teri
<TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Will the electric scooters and Mokes only be stored inside the building? If yes, then Planning can sign off on this business license (for E Ride LLC at 59 New Orleans, Suite B)?

Thanks -

Teri Lewis

#23824 E Ride LLC/ 59 New Orleans Rd Ste. B/ Rental and sales of electric scooters and Mokes/ Storage on site and also at 3 Pensacola

From: [REDACTED]
To: [Akins April](#)
Cc: [Lewis Teri](#)
Date: Thursday, May 14, 2020 2:01:05 PM
Attachments: [E Ride 3PP Town License Application 5-14-20.pdf](#)
[E Ride 59B Town License Application 5-14-20.pdf](#)
[Untitled2.pdf](#)
[E Ride, LLC Articles of Organization.pdf](#)
[E Ride, LLC Certificate of Existence.pdf](#)
[E Ride 2020 Business License.pdf](#)

April and Teri,

I don't know what I need to appeal yet since I have not received any official determination. I submitted the E Ride, LLC application March 30, 2020. At that time I was told, be patient it will likely take 2 weeks for the Town to get you the license because of COVID and because it was a new type of business - but don't worry. The only communication received are emails stating I can't because of improper definition of the items I am selling and renting and a Town letter to a different party about unrelated items. So yes, if I am not granted a business license to sell and rent from 59B I am appealing the decision to the BZA. Had I had some kind of official notice to know the reason for denying the license almost 8 weeks after submitting my application I would have already written and submitted my BZA Appeal.

So, to cobble together some semblance of a business, fulfilling the advertising I already placed, and have the space to actually operate, please find attached two Business License applications. If I am not able to operate all from 59B New Orleans, then these applications achieve a split operation. One is for sales of high end electric toys at 59B New Orleans Road and the other is for rental of high end electric toys at 3 Pensacola Place.

While I disagree with the clarification of these toys as "Auto Rentals" and the operational and safety issues having at 3 Pensacola Place create, I need to begin some semblance of operations while I await receipt of an official determination letter and then BZA appeal timeline. The split operations will save me from continuing to have operating costs with no sales and more important be able to achieve sales during tourist season. While there were not many opportunities to sell and rent these items during April, I am now missing out on significant sales and rental opportunities and it will only get worse. I have 4 people trying to purchase Moke from me but am delaying sending them their purchase contracts until I have a license as I do not want to operate without a license.

All of this is easier if the Town recognized these items are toys, not Rental Cars. The Island is getting slammed and adding this appeal process to my other daily duties is not a time commitment I planed for so if the decision can be reconsidered great, use my application from March 30, 2020. If not, then please get me the information to start the appeal and please rush these two applications so I can get started.

Please phone me at 304.210.8824 if you need more information.

Jason

C. Jason Bullock
[REDACTED]

On May 14, 2020, at 12:43 PM, Akins April <april@hiltonheadislandsc.gov> wrote:

Jason,

You will not be able to rent or sale the mokes or skoozas from 59B New Orleans Rd, only 3 Pensacola Pl.

Do you want me to proceed with the request for rentals and sales of mokes and skoozas at 3 Pensacola or do you prefer to wait until you have appealed Teri's decision?

Thank you,

April Akins, MBL
Revenue Services Supervisor

From: Jason Bullock [REDACTED]
Sent: Wednesday, May 13, 2020 3:05 PM
To: Akins April <april@hiltonheadislandsc.gov>
Cc: Lewis Teri <TeriL@hiltonheadislandsc.gov>
Subject: Re: E Ride LLC

April,

I have the following in stock:

2019 electric Moke - Pink, white seats, white top

2020 Skooza - Ocean Blue

On order for late May delivery I have:

2020 electric Moke - Blue, black seats, black top
2020 electric Moke - Orange, white seats, white top
2020 electric Moke - Pink, white seats, white top
2020 electric Moke - Red, black seats, black top
2020 electric Moke - White, white seats, white top
2020 electric Moke - White, white seats, striped top

12 Skooza - have not gotten the color breakdown yet. They are all the same function though.

All of these units are available for retail purchase. I will transfer to rental side as rentals increase.

The lawyers are still arguing over the final terms of the E Ride LLC rental agreement, but it will be very similar to the one I use at HHI Rentals, LLC (bikes) now. The main difference is they must be 18 years old and a licensed and insured driver. HHI Rentals's Terms & Conditions are attached.

I sent an email to Teri late on Sunday asking for a 2nd review of classifying these as "Auto Rentals" prior to me going to the BZA for an appeal. I would prefer to base all of E Ride's operations out of 59B, not just the new sales since I do not believe this falls under the definition of "Auto Rentals". I have not heard back from her yet. To get some kind of business license, I can start it out of 3 Pensacola, but my preference for my customers' and employees' safety is to NOT have people coming to 3 Pensacola this Summer. This location is NOT a walk up bike rental location and needs to be left for just trucks coming and going with our deliveries. Walk up bike rentals are only allowed from 612 William Hilton and 59B New Orleans.

So, in the interim for either Teri to get back with me or the BZA appeal, I need to do a license at 3 Pensacola for rentals and 59B for new sales.

Please let me know if I need to fill out any other applications or any additional information you need.

Jason

C. Jason Bullock

[REDACTED]
C/ 304.210.8824

On May 7, 2020, at 2:58 PM, Akins April
<aprila@hiltonheadislandsc.gov> wrote:

Good afternoon Jason,

Teri Lewis notified me that you are going to be allowed to operate E Ride LLC from 3 Pensacola Place. However, I need additional information to update your business license.

Please submit as much detail as possible concerning your Mokes and Skoozas including name brand and model numbers. Also, provide your rental agreement along with any other pertinent information.

I will be out of the office tomorrow but will return Monday.

Please let me know if you have any questions.

Thank you,

April Akins, MBL
Revenue Services Supervisor
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928
Office (843) 341-4608
Fax (843)341-4637
Email: aprila@hiltonheadislandsc.gov
Visit us online! www.hiltonheadislandsc.gov

<image001.jpg>

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From: [REDACTED]
To: [Lewis Teri](#)
Date: Tuesday, April 28, 2020 12:55:45 PM

Teri,

If you are going to deny the license, is this official denial so I can start the BZA appeal or do you need to send me something else? I obviously disagree with the 2017 interpretation. These are not Auto Rentals in any sense.

I will re-file E Ride for rentals at 3 Pensacola Place so I can operate to some degree during the appeal. I would like to continue my application for E Ride to do retail sales of electric items at 59B New Orleans. Do you need a completely new application filled out or can you use this email as notice of amendment?

Thank you for releasing 612. I paid the fees and received the license today.

Any update on HHI Rentals at 3 PP and 59B NO? I'm coming down to the wire to get out of 13 Executive. I have the fence contractor ready to remove the cyclone fence at 13 Executive so no future tenant can use it and is awaiting your approval to give final pricing on revised wood fences from Friday's on site reviews.

Please phone me at 304.210.8824 to review in more detail than email allows.

Jason

C. Jason Bullock

[REDACTED]
C/ 304.210.8824

On Apr 28, 2020, at 9:32 AM, Lewis Teri <TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Planning has signed off on the 612 William Hilton Parkway business license. We signed off on Thursday afternoon.

I have talked with Stephen Ryan, our Staff Attorney, and shared our previous interpretation with him regarding segways, golf carts and mopeds. He agrees that we would treat Mokes and Skoozas the same way. At this point, based on that interpretation, these would be treated as 'auto rental'. This use is only permitted in the SPC district by condition and you don't meet the conditions so we will be denying the E-Ride business license.

I have attached the determination that staff previously made related to these types of uses.

Kind regards-
Teri Lewis

From: Jason Bullock [REDACTED]
Sent: Monday, April 27, 2020 9:58 PM
To: Lewis Teri <TeriL@hiltonheadislandsc.gov>
Subject: Re: E-Ride business license and 612 William Hilton Parkway business license

Teri,

Hope you had a good weekend.

Following up on the business licenses. They are:

HHI Rentals, LLC

612 William Hilton Parkway
3 Pensacola Place
59B New Orleans

E Ride LLC

59B New Orleans

Donna said all 4 still had a Planning hold on them today. I thought 612 William Hilton for HHI Rentals, LLC was released.

The revised plans from Missy, Shea, and my onsite review Friday at 3 PP and 59B NO were submitted Friday afternoon. I did everything they asked for (with minimal whining and debate) in hopes it results in rapid approvals.

Were you able to meet with Curtis and confirm Moke and Skooza are not rental cars? Is there anything else that you need to release that license?

I'm available at 304.210.8824 if you need to review in more detail.

Thanks,

Jason

C. Jason Bullock
[REDACTED]
C/ 304.210.8824

On Apr 23, 2020, at 5:12 PM, Jason Bullock

> wrote:

I need to stop hitting send so quick... elaborating more on E Ride and my rationale for what operations go to 59B and what at 3 Pensacola.

I'm trying to keep all South End walk up business for HHI Rentals and E Ride at 59B and have ONLY delivery business out of 3 Pensacola. When people come to 13 Executive to pick out a bike to ride off or schedule for delivery it is disruptive, but most important VERY dangerous to have people walking around with trucks coming in and out for loading and unloading. Saturday's are a mess when we are processing 4,000 bikes in and 4,000 out and then people come to meander around, ask questions, and test ride a few bikes. I can avoid that problem by keeping 3 Pensacola "hidden" from the public. I also don't take cash anymore or offer discounts when doing so, thereby removing any reason for people to actually need to see us. None of my websites, advertising, social media, etc. show any of my operations at 3 Pensacola. If there is an address listed it is 59B and for some of them I'm trying to have no public address. If I had my preference I'd only do delivery and never do another walk up sale again, but that is not possible. Since I can't keep people from finding me I might as well give them an easy and safe place to go to - 59B. Then they can go over to Fountain Center, get some ice cream, and enjoy the rest of their vacation while not getting run over by a bike truck.

Also, I can't operate E Ride from 612 William Hilton as Moke and Skooza are restricted to 35 mph roads and under. They can't legally be on that section of 278. Further confirming they are not automobiles or traditional auto rentals due to their limited operational area.

Yes, E Ride customers will be given a map of where they can and can't operate the vehicles - literally green and red overlay on the streets in addition to an in person review of safe operation and use. Working on a map to attach to the dashboard of the Moke so there is no question. Also, as a means of fun transportation they are much safer than golf carts. Everyone facing forward and inside the structure. They are also very quiet - since they are both electric they don't have the small gas motor like a golf cart or moped.

By the way, you gotta try riding either or both of them. They are TONS of fun and it feels like you are in a perpetual parade when driving the Moke. Everyone smiles and waves as you go by. Even my dog loves them...

<D82859A3-536B-44A6-A93F-446763752F9A_1_105_c.jpeg>
<A9EE2E24-9FA9-40C7-BF16-8D01663426CC_1_105_c.jpeg>

C. Jason Bullock

C/ 304.210.8824

On Apr 23, 2020, at 4:33 PM, Jason Bullock

<[REDACTED]> wrote:

Thank you for releasing the hold on the 612 business license. There will be a bike rack out front, but it is intended for customers use. Storage will be in the rear of the property.

Regarding E Ride, I do not believe either Moke or especially Skooza are automobiles. It is my take from reading that section of the LMO multiple times prior to making application that that is intended for the Hertz, Avis, National, etc. of the world. These companies would also be the type of traditional Auto Rental companies that would have an office in a hotel - thus the reason for linking the two together. I get the intent of the LMO is attempting to avoid a large parking lots full of rental cars, trucks and SUVs, but Moke and Skooza are not the same thing. These are not primary transportation vehicles - no one is going to fly to Hilton Head and rent one for their vacation transportation source. These are something fun to do and maybe decide to buy one and send one back to where they live if they want a fun "toy" in the garage.

If it would be helpful to have a conference call with you, Curtis, and me to review E Ride in more detail, please let me know what time works for y'all.

C. Jason Bullock

C/ 304.210.8824

On Apr 23, 2020, at 4:00 PM, Lewis Teri

<TeriL@hiltonheadislandsc.gov> wrote:

Jason-

I found the thread that Missy referenced regarding a site plan for the 612 William Hilton Parkway site. I can advise Planning staff to sign off on the business license with the conditions that bikes can only be stored in the area marked for storage. The E-Ride business license is a little more concerning. Staff has made the interpretation, with review by the Staff Attorney, that the rental of motorized vehicles such as mopeds and segways and golf carts is classified as Auto Rental. I need to clarify with our Staff Attorney but I believe that Mokes and electric scooters would also be classified in this manner. 59 New Orleans Road is zoned SPC (Sea Pines Circle) and as such does not permit Auto Rental unless it is in conjunction with a Resort Accommodation use. This means that Planning would not be able to sign off on this business license. I will discuss this interpretation with our Staff Attorney and get back to you on it tomorrow.

Teri Lewis

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From: [REDACTED]
To: [Lewis Teri](#)
Date: Thursday, April 23, 2020 3:27:07 PM

None will be beside or behind the building.

C. Jason Bullock
[REDACTED]
C/ 304.210.8824

On Apr 23, 2020, at 3:02 PM, Jason Bullock <[REDACTED]> wrote:

Makes are in the parking lot.

Scooters inside.

C. Jason Bullock
[REDACTED]
C/ 304.210.8824

On Apr 23, 2020, at 2:56 PM, Lewis Teri
<TeriL@hiltonheadislandsc.gov> wrote:

Jason-

Will the electric scooters and Mokes only be stored inside the building? If yes, then Planning can sign off on this business license (for E Ride LLC at 59 New Orleans, Suite B)?

Thanks -

Teri Lewis

#23824 E Ride LLC/ 59 New Orleans Rd Ste. B/ Rental and sales of electric scooters and Mokes/ Storage on site and also at 3 Pensacola

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TOWN OF HILTON HEAD ISLAND

COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court, Hilton Head Island, SC 29928
(843) 341-4757 <http://www.hiltonheadislandsc.gov>

VIA E-MAIL - firm@ccwlaw.net

August 3, 2017

Mr. Chester C. Williams
Law Office of Chester C. Williams, LLC
17 Executive Park Road, Suite 2
PO Box 6028
Hilton Head Island, SC 29938

Re: Use Classifications

Dear Chet:

This letter serves as a formal written determination of several uses and how they are classified in the Land Management Ordinance (LMO). We met on August 2, 2017 to discuss your client's interest in opening a facility that will provide rentals of mopeds, segways, golf carts or bicycles. Several of these uses are not listed in the LMO Use Table and you requested a determination of how they would be classified in order to find a property for your client in a zoning district that would allow such use.

The rental of bicycles would be classified as a bicycle shop, is defined in LMO Article 10 and is permitted in the CR (Coligny Resort), SPC (Sea Pines Circle), CC (Community Commercial), MS (Main Street), WMU (Waterfront Mixed Use), S (Stoney), MF (Marshfront), MV (Mitchelville), LC (Light Commercial) and RD (Resort Development) Zoning Districts, subject to specific conditions that are outlined in LMO Section 16-4-102.B.7.c.

Mopeds, segways and golf carts are not classified as a specific use nor are they defined in the LMO. Because they are not classified in the LMO as a use, and are most similar to a motor vehicle, I have determined the use would be classified as an Auto Rental. Auto Rental is defined in LMO Article 10 and is permitted by right in the CC, MF, LC and IL (Light Industrial) Zoning Districts and is permitted with the conditions outlined in LMO Section 16-4-102.B.8.a in the CR, SPC, WMU, MV and RD Zoning Districts.

Should you wish to appeal this determination to the Board of Zoning Appeals (BZA), please file an appeal application within 14 calendar days of receipt of this determination.

If you have any additional questions, please contact me at (843) 341-4686 or nicoled@hiltonheadislandsc.gov

Sincerely,



Nicole Dixon, CFM
Development Review Administrator

cc: File



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
VIA: Teri B. Lewis, AICP, *Deputy Director of Community Development*
FROM: Nicole Dixon, AICP, CFM, *Development Review Administrator*
DATE: July 15, 2020
SUBJECT: APL-001167-2020

Douglas W. MacNeille, Esq. on behalf of Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality, is appealing staff's determination, dated May 22, 2020, that a Virtual Reality Helicopter Arcade Game business is not permitted at 52 Gateway Circle, a property that is zoned Light Industrial.

Per the Code of Laws of South Carolina, specifically 6-29-800.B, upon receipt of an appeal, staff is required to immediately transmit to the board all the papers constituting the record upon which the action appealed from was taken. The record as attached consists of the following documents:

- Attachment A - Appellant Submittal
- Attachment B - Staff Determination Letter
- Attachment C - Determination Request
- Attachment D – Appellant Supplemental Submittal

Staff reserves the right to submit additional documents.

Please contact me at (843) 341-4686 or at nicoled@hiltonheadislandsc.gov if you have any questions.

ATTACHMENT A



Town of Hilton Head Island
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928
Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY

Date Received: _____
Accepted by: _____
App. #: APL _____
Meeting Date: _____

Applicant/Agent Name: Douglas W. MacNeille, Esq.

Company: Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality Mailing Address:
38 Gateway Circle City: Hilton Head State: SC Zip: 29926 Telephone: (843) 505-7182 Fax: N/A
E-mail: douglas@ruthandmacneille.com

APPEAL (APL) SUBMITTAL REQUIREMENTS

If you are interested in submitting your appeal electronically please call 843-341-4757 for more information.

The following items must be attached in order for this application to be complete:

- A detailed narrative stating the Town Official or Body who made the decision, the date of the decision being appealed, the decision being appealed, the basis for the right to appeal, the grounds of the appeal, cite any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the review body.
- Any other documentation used to support the facts surrounding the decision. *(Exhibits attached)*
- Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island. *mailed under separate cover.*

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature: _____

Date: June 3, 2020

Exhibit "2"

ATTACHMENT A

RUTH & MACNEILLE P.A.

DOUGLAS W. MACNEILLE^o
WILLIAM A. RUTH (1942-2008)

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW
10 OFFICE WAY, SUITE 200
P. O. DRAWER 5706
HILTON HEAD ISLAND, SOUTH CAROLINA
29938-5706
TELEPHONE (843) 785-4251
FAX (843) 686-5404

Sender E-Mail:
douglas@ruthandmacneille.com

^oALSO ADMITTED IN CALIFORNIA
(INACTIVE)

June 5, 2020

Via Email: nicoled@hiltonheadislandsc.gov
Town of Hilton Head Island
Board of Zoning Appeals
ATTN: Nicole A. Dixon, AICP, CFM
Development Review Administrator

Re: APPEAL NARRATIVE
Appeal to Board of Zoning Appeals from May 22, 2020
LMO Official Determination Letter
Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality

Dear Board and Ms. Dixon:

This law firm represents Hilton Head Helicopters, LLC *d/b/a Atomic VR Virtual Reality* (herein "Atomic VR") in this Appeal from the May 22, 2020 LMO Official Determination Letter (see **Exhibit "1"** attached). (See LMO Section 6-29-800). Atomic VR's Application for Appeal to the Board of Zoning Appeals ("BZA") is attached hereto as **Exhibit "2"**. The undersigned legal representative of Atomic VR is authorized to act on its behalf pursuant to the terms of the Limited Power of Attorney dated February 24, 20 attached hereto as **Exhibit "3"**.

By way of background, Hilton Head Helicopters, LLC operates its helicopter tour business from the old Airport the building located at 38 Gateway Circle, HHI 29926¹. Atomic VR, its *d/b/a*, occupies a relatively small area of the building, and the proposed use is a virtual reality operation which immerses a person in a digital 3-D environment, instead of watching it on a display, with computer-generated imagery and contact aimed at simulating a real presence through the senses (sight, hearing and touch). The user places a headset over their eyes to participate in experience. Please see photos of the operation attached as **Exhibit "4"**. There is ample parking for the Atomic VR's business customers (approximately 20-25 spaces).

¹ The LMO Official's Determination Letter lists Atomic VR's address as 52 Gateway Circle, but the correct address is 38 Gateway Circle, HHI 29926.

ATTACHMENT A

In the summer of 2019, Atomic VR contacted the Town of Hilton Head Island concerning the issuance of a Business License for the business. Town Representative Abby Lancaster apparently visited the premises and approved the issuance of a Business License for Atomic VR's activity conducted at 38 Gateway Circle. See August 8, 2019 email from Ms. Lancaster attached as **Exhibit "5"**. A copy of the 2019 Business License No. 23035 issued to "Hilton Head Helicopters LLC d/b/a Atomic VR Virtual Reality" on August 19, 2019 is attached as **Exhibit "6"**. In reliance on the Town's issuance of the 2019 Business License, Atomic VR has purchased additional equipment for use in their virtual reality business operated this business successfully and without complaint since that time.

In late 2020, the Town of Hilton Head Island issued the 2020 Business License renewal information for Atomic VR. See **Exhibit "7"** attached. On or about February 21, 2020, Hilton Head Helicopters, LLC *d.b.a.* Atomic VR Virtual Reality submitted its Business License Application to the Town's Business License Department. See 2020 Business License Application attached hereto as **Exhibit "8"**.

The LMO Official has more recently, on June 4, 2020, taken the position that the "previous owners business licenses were closed". This position is untenable due to the fact that there is no "*previous* business owner". The Owner in 2019 was "Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality", and this remains the Owner and the entity seeking renewal of its Business License.

Atomic VR is appealing the decision of the LMO Official that the business of Atomic VR, presently listed on its Business License as "Virtual Reality Headset Station Rentals" is not permitted in Zone IL (Light Industrial), Atomic VR or, in the alternative, seeking a clarification or exception to allow the continuance of this use that has been previously approved by the Town. The operations of the virtual reality business are located in a relatively small area of the business headquarters of Hilton Head Helicopters, LLC and is incidental to its operations and providing helicopter tours of Hilton Head Island (i.e. many of the customers of the helicopter tour business also participate in the virtual reality operation).

As can be seen from the photos attached (**Exhibit "4"**), many of the participants in the virtual reality gaming our children seeking a recreational outlet in the nature of good, clean fun. And, as you can see from the smiles on the boys' face, it most certainly is "fun".

The Towns Light Industrial District (IL) zoning restrictions under Section 2. o allow both "Aviation and Service Transportation Uses" and "Aviation Services Uses". The Business License sought by Atomic VR is incidental to the operation of the Aviation Services provided by and authorized to Hilton Head Helicopters, LLC. To illustrate this point, by way of example, strict enforcement of the Town's IL Zoning Uses/Restrictions would prohibit the Hilton Head Island Airport from housing shops, concessions and related amenities within its Airport terminal, and to the best of Appellant's knowledge, this is not the case as there are such incidental uses located within the Terminal.

While Atomic VR's Appeal is not strictly in the nature of seeking a variance, at least not at this time, several of the requirements for a variance/exception listed in LMO Section 6-29-800 do have application to the facts of this Appeal.

ATTACHMENT A

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property. The Town previously approved the use in 2019 (see Exhibits “5”, “6” and “7” attached). Atomic VR, in reliance of the Town's issuance of a Business License, has purchased additional equipment hired personnel and incurred other expenses associated with its lawful operation of its business within the property. Appellant heard for the first time on June 4, 2020 that the 2019 Business License had been “closed”, and Town officials have now advised Appellant's attorney that the “2019 Business License was *approved in error* by Town Staff.” (emphasis added)
2. The condition sought to be approved is in the character of incidental accessory businesses and amenities found to be operating in the Hilton Head Island Airport, and the Atomic VR activity is incidental to the business operations of Hilton Head Helicopters, LLC on its premises.
3. Because of these conditions, the application of the ordinance (Zone IL) to this particular piece of property would effectively prohibit or unreasonably restrict Appellant's utilization of the property.
4. The authorization of the use proscribed by the LMO Official will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. There is ample parking on the property (approx. 25 spaces).

CONCLUSION:

The record of this Appeal shows that:

1. Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality (“Atomic VR”) was approved for and was issued a Town of Hilton Head Island (“Town”) 2019 Business License for its business of “Video Reality Headset Station Rentals”;
2. The Town, in late 2019 or early 2020 presented Atomic VR with a renewal notice for its 2020 Business License;
3. On or about February 21, 2020, Atomic VR submitted its Business License Application to the Town's Business License Department;
4. There was no change in owner's operation of the business from 2019 to 2020, that is, the Owner at all relevant times has been Hilton Head Helicopters LLC d/b/a Atomic VR Virtual Reality;
5. The Town LMO Official in her Determination Letter dated May 22, 2020 has now taken the position, despite the approval of an issuance to Atomic VR of a 2019 Business License that, “An Indoor Commercial Recreation Use is not a use that is permitted in IL Zoning District”;

ATTACHMENT A

6. The virtual reality gaming operations of Atomic VR is incidental to and compatible with Hilton Head Helicopters LLC's operation of a helicopter tour business at the same location;
7. Because of the determination imposed by the LMO Official, the application of the ordinance (Zone IL) to the particular piece of property and business would effectively prohibit or unreasonably restrict the utilization of the property; and
8. The authorization of the use sought to be prohibited will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by permitting this incidental use of the property of Hilton Head helicopters LLC. There is ample parking on the property (20-25 spaces).

Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality respectfully requests that the Board of Zoning Appeals consider this Appeal, the record of this matter, the testimony materials to be introduced into the record of this Appeal at the hearing, and find and hold that;

- A. the Appellant is granted an exception and/or approval to continue its operation of a virtual reality video gaming business at the location of 38 Gateway Circle, Hilton Head Island, South Carolina; and
- B. The Town of Hilton Had Violent Business License Department shall promptly renew and issue a 2020 Business License to Appellant.

The capital reserves the right to submit additional materials, documents and information to the Board of Zoning Appeals in connection with this Appeal.

Respectfully submitted on behalf of Appellant



Douglas W. MacNeille
Attorney for Hilton Head Helicopters LLC
d/b/a Atomic VR Virtual Reality

cc: Mr. Chad Fath (w/enclosures)
Ms. Mariana Figueroa (w/enclosures)

ATTACHMENT A

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

Via E-mail

William D. Harkins
Mayor ProTem

May 22, 2020

Council Members
David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox
Glenn Stanford

Mr. Douglas MacNeille
Ruth & MacNeille, PA
PO Drawer 5706
10 Office Way, Suite 200
Hilton Head Island, SC 29938

Dear Mr. MacNeille:

Stephen G. Riley
Town Manager

This letter is in response to your request for a determination related to a proposed use at 52 Gateway Circle, at the Hilton Head Helicopters LLC site. You have asked for a determination regarding the ability to operate a Virtual Reality Helicopter Arcade Game business at the subject property. The property is identified as Parcel 85 on Beaufort County Tax Map 8, is zoned IL (Light Industrial) and is part of the Hilton Head Island Airport property.

In the request, you describe the proposed use as a virtual reality operation which immerses a person in a digital 3D environment, instead of watching it on a display, with computer-generated imagery and content aim at simulating a real presence through senses (sight, hearing, and touch). You state the user places a headset over their eyes to participate in the experience.

The proposed Virtual Reality Helicopter Arcade Game business is classified as an Indoor Commercial Recreation Use. Indoor Commercial Recreation is defined in LMO Section 16-10-103.E.2 as *an establishment that offers entertainment activities, events, or attractions to the general public on a commercial or fee basis. Indoor commercial recreation uses include: movie theaters, stage theaters, auditoriums, amusement and electronic game arcades (video games, pinball, etc.), pool or billiard tables, theme or amusement parks, boardwalks, midway type attractions such as rides, bumper cars, go-cart tracks, game booths, bowling alleys, pool halls, dance studios and dance halls, indoor firing ranges, health clubs and spas, indoor tennis and swimming pools, and indoor archery ranges.* An Indoor Commercial Recreation use is not a use that is permitted in the IL Zoning District.

Should you wish to appeal this determination to the Board of Zoning Appeals (BZA), you must file an appeal application within 14 calendar days of receipt of this determination.

Should you have any other questions or concerns, please contact me at (843) 341-4686 or nicoled@hiltonheadislandsc.gov.

Sincerely,

Exhibit "1"

ATTACHMENT A



Nicole Dixon, AICP, CFM
Development Review Administrator

Cc: Teri Lewis, Deputy Director of Community Development

ATTACHMENT A

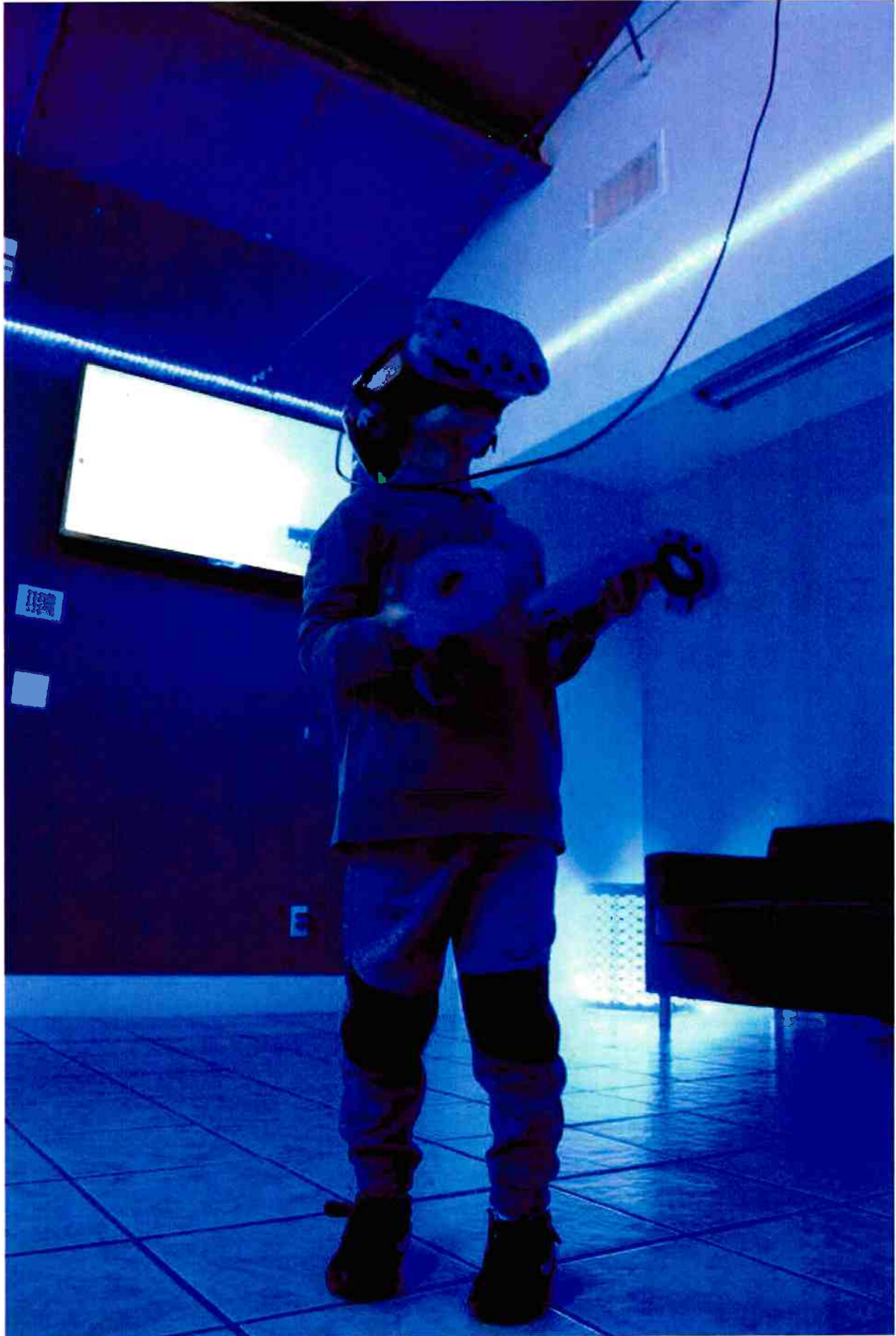


Exhibit "4"

ATTACHMENT A



ATTACHMENT A



ATTACHMENT A



Lori Center <lori@flyhhi.com>

TOWN OF HILTON HEAD ISLAND GROSS INCOME FORM

1 message

Lancaster, Abby <abbyl@hiltonheadislandsc.gov>

Thu, Aug 8, 2019 at 9:28 AM

To: "LORI@FLYHHI.COM" <LORI@flyhhi.com>

Good Morning,

The Business License with The Town of Hilton Head Island has been approved. Attached is the Gross Income form for you to complete, sign, and return with payment. Once this form and payment have been received, we can then issue the 2019 Business License. This form will need to be mailed in with payment or can be brought in- we do not accept payment over the phone. I have, also, mailed a copy of this form to you for convenience.

Thanks,

Abby Lancaster

Revenue Services Specialist

Town of Hilton Head Island

One Town Center Court

Hilton Head Island, SC 29928

Email: abbyl@hiltonheadislandsc.gov

O: (843)-341-4613

F: (843)-341-4637

Visit us online! www.hiltonheadislandsc.gov

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure,



ATTACHMENT A
2019 BUSINESS AND PROFESSIONAL LICENSE

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT, HILTON HEAD ISLAND, SC 29928

Business License No. 23035

(NOTIFICATION IN WRITING TO THE REVENUE SERVICES OFFICE IS REQUIRED PRIOR TO ANY CHANGE IN LOCATION, NAME OR OWNERSHIP)

BUSINESS NAME AND ADDRESS

ATTENTION:
HILTON HEAD HELICOPTERS LLC DBA ATOMIC VR VIRTUAL REALTY
38 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758

LICENSE INFORMATION

Classification: 4500 IT

Expiration Date:

12/31/2019

Issue Date : 08/19/2019

CONTACT NAME

HILTON HEAD HELICOPTERS LLC DBA ATOMIC
71 SUMMIT DR
HILTON HEAD ISLAND, SC 29926-3600



AUTHORIZED SIGNATURE

TO BE POSTED IN A CONSPICUOUS PLACE

NON TRANSFERABLE

This license may be revoked any time by Town Council.

VIRTUAL REALITY HEADSET STATION RENTALS

The Business License is subject to the following regulations/procedures:

Anyone generating gross income in the Town is required to obtain a Business License annually. Each license shall be issued for one calendar year and shall expire on December 31st. The license fees shall be paid on or before April 30th, of each calendar year to avoid penalties.

A Business License is Non Transferable.

A change of location requires prior approval from the Community Development Departments. All requests for change of location must be made in writing to the Revenue Services Office, 1 Town Center Court, Hilton Head Island, SC 29928. You must include your: 1.)

Business License Number 2.) Name of Business and 3.) Proposed Location.



You may pay online at: www.hiltonheadisland.com

Account # 23035

Pin Code: 88053

Local Rate Code : 01A

\$43.20 (MIN) + \$0.70 PER THOUSAND

Mailing Address

ATTENTION:
ISAIAH BURCH
71 SUMMIT DR
HILTON HEAD ISLAND, SC 29926-3600

Current Information: Please verify that all information is correct

Physical Address

Owner : ISAIAH BURCH
Business Name HILTON HEAD HELICOPTERS LLC DBA ATOMIC VR V
Location: 38 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
Phone # (843)505-7182
Type of Business: Sporting Goods, Hobby, Book, Music, General and Misc

Exhibit "7"

ATTACHMENT A

will not be conducting business on HHI in 2020

Reason: _____ (Sign below and return form) Phone: _____

Business closed: Date of closure: _____
Business sold: Date of sale: _____ Sold to: _____

incomplete form will delay the issuance of your business license.

your Renewal is due January 1, 2020

Penalties Begin, May 1, 2020

Calculate your fees: Using your gross income figure and the rates printed on the above right side of this form, complete the following:
* Notice for out-of-town contractors and businesses - use only the gross income from business or profession generated in the Town of Hilton Head Island.

Use gross receipts, sales, rental, royalties as reported on Federal Income Tax Return (all information received subject to audit)

- a. Amount of gross income, round up to next even thousand : \$ _____ .xx Use this column
 - Example : \$250,225 - \$251 (thousands) \$ 43.20
 - b. Minimum payment for 1st \$2,000 gross income :
 - c. Subtract \$0 - \$2,000 from your gross, * \$ _____
- x \$0.70 PER THOUSAND

\$	_____
\$	_____
\$	_____
\$	_____

ATTACHMENT A

RUTH & MACNEILLE P.A.

DOUGLAS W. MACNEILLE*
WILLIAM A. RUTH (1942-2008)

* Admitted in California
(Inactive)

ATTORNEYS AND COUNSELORS AT LAW
10 OFFICE WAY, SUITE 200
P. O. DRAWER 5706
HILTON HEAD ISLAND, SOUTH CAROLINA
29938-5706

TELEPHONE: (843) 785-4251

FAX: (843) 686-5404

Sender E-Mail:
douglas@ruthandmacneille.com

March 17, 2020

Via Facsimile: 843-341-4637

Town of Hilton Head Island
ATTN: Business License Department

Re: Business License Applications
Hilton Head Helicopters, LLC and
Hilton Head Helicopters, LLC, d/b/a Atomic VR Virtual Reality

To Whom It May Concern:

This law firm represents Hilton Head Helicopters, LLC and Hilton Head Helicopters, LLC, d/b/a Atomic VR Virtual Reality. We are seeking issuance of a Town Business License for each of these two (2) businesses. I am enclosing herewith a copy of correspondence from my client authorizing me to act on behalf of these two (2) entities in dealing with a Town, along with a Limited Power Attorney appointing me as attorney-in-fact with respect to handling matters pertaining to Town of capital and Head Island Business License matters.

With respect to each entity identified above, I am enclosing the following supporting documentation for each business:

1. Business License Application signed by the Principal Owner, Chad Fath;
2. Ohio Sec. of State Certificate of Good Standing;
3. South Carolina Sec. of State Designation of Office and Agent for Service of Process;
4. South Carolina Sec. of State Certificate of Good Standing; and
5. South Carolina Department of Revenue Retail License

For each entity, the Principal Owner is Chad Fath, who is the sole member and Managing member of Hilton Head Helicopters, LLC. Mr. Fath's contact information is listed on page 1 of each Application.

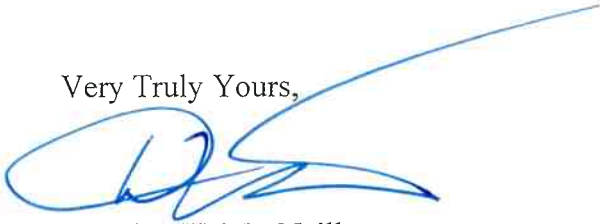
I am respectfully requesting that Processes Application and Issue a Business License for the 2 above-Referenced Entities: ***Hilton Head Helicopters, LLC and Hilton Head Helicopters, LLC, d/b/a Atomic VR Virtual Reality***.

Exhibit "8"

ATTACHMENT A

Please feel free to contact me with any questions or concerns. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'D. MacNeille', with a long, sweeping horizontal line extending to the right.

Douglas W. MacNeille

cc: Mr. Chad Fath

ATTACHMENT A

Hilton Head Helicopters, LLC

38 Gateway Circle
Hilton Head Island, SC 29926

chad@flyhhi.com
(702) 232-4555

February 21, 2020

Via Hand Delivery

Town of Hilton Head Island
Business License Division
ATTN: Abby

Re: 2020 Business License Applications
Hilton Head Helicopters, LLC and
Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality

Dear Abby:

I am now the sole Member and Managing Member of Hilton Head Helicopters, LLC, a South Carolina limited liability company. The EIN for Hilton Head Helicopters, LLC is 30-1208119, and since this is a new EIN, I am informed that we need to submit new Business License Applications for each of the two (2) above-referenced businesses. Since Atomic VR Virtual Reality is a d/b/a. of Hilton Head Helicopters, LLC, the EIN is the same. There are a few corrections/clarifications of note that need to be accomplished with respect to the 2020 Business Licenses, as follows:

1. The above-referenced EIN should be used for both Licenses;
2. The "Contact Name" should be:
Chad Fath
Hilton Head Helicopters LLC
38 Gateway Circle
Hilton Head Island, SC 29926; and
3. The above-referenced email address and phone number should be used for initiating contact.

My business frequently takes me out of state, and this shall authorize my local attorney, Douglas W MacNeille, Esq., to represent me with respect to any and all matters concerning the above-referenced Business License matters. Mr. MacNeille can be reached at 843-384-6020 to answer any questions.

Thank you for your courtesy and cooperation in this matter. With best regards, I am

Very Truly Yours,

Chad Fath



cc: Douglas W MacNeille, Esq.

ATTACHMENT A



Town of Hilton Head Island # _____ / _____

Revenue Services
One Town Center Court
Hilton Head Island, SC 29928
Phone: 843-341-4677 Fax: 843-341-4637
www.hiltonheadislandsc.gov

Business License Application / Property Rental Application

*** REQUIRED FIELDS: WE ARE NOT ABLE TO ACCEPT INCOMPLETE APPLICATIONS**

*BUSINESS NAME (Entity or Personal Name) Hilton Head Helicopters, LLC

*DBA NAME (If applicable) Atomic VR Virtual Reality

*BUSINESS MAILING ADDRESS 38 Gateway Circle, Hilton Head, SC 29926

*BUSINESS PHYSICAL ADDRESS 38 Gateway Circle, Hilton Head, SC 29926
(Please include UNIT/SUITE Number. PO Box's will not be accepted for a physical address)

*BUSINESS PHONE 702-232-4555 *MAIN CONTACT NAME Chad Fath

*FAX _____ *EMAIL chad@flyhki.com (Required for web access)

*ADDITIONAL CONTACT INFORMATION (Should be different than the main contact)
NAME Douglas W. Mac Neille PHONE 843-384-6020
EMAIL douglas@rathandmacneille.com RELATIONSHIP TO APPLICANT Attorney

IS THIS A HOME OCCUPATION LOCATED IN THE TOWN? YES NO

*TYPE OF ENTITY
Part 1
 SOLE PROPRIETORSHIP CORPORATION PARTNERSHIP LLC/LLP OTHER
Part 2
 RETAIL WHOLESALE SERVICE PROFESSIONAL CONTRACTOR RENTAL

*PRINCIPAL/OWNER(S) NAME Chad Fath

*PRINCIPAL/OWNER ADDRESS 38 Gateway Circle, Hilton Head, SC 29926

*PRINCIPAL/OWNER PHONE NUMBER 702-232-4555

*SOCIAL SECURITY (Last 4 digits) _____ OR *FEDERAL EIN # 30-1208119

REQUIRED FOR ALL RETAIL SALES, SHORT TERM RENTALS, ETC: *SC RETAIL LICENSE # _____

REQUIRED FOR ALL CONTRACTORS: *SC (LLR) LICENSE # N/A *EXP. DATE _____

*TOWN OF HILTON HEAD ISLAND IRRIGATION CERT# N/A

*BUSINESS TYPE (Retail, Design, Publishing, etc.) _____

*HILTON HEAD ISLAND BUSINESS START DATE _____

*DESCRIBE YOUR BUSINESS ACTIVITY IN DETAIL
Video Arcade Gaming

ATTACHMENT A

- *DO YOU OWN RENTAL PROPERTY IN THE TOWN? RESIDENTIAL COMMERCIAL NO
- *PLEASE MARK ALL THAT APPLY: RESIDENTIAL LONG TERM RESIDENTIAL SHORT TERM BOTH
- *NAME OF PROPERTY MANAGEMENT COMPANY(S) N/A
(List all Property Management Companies)
- *DATE YOU BEGAN RENTING PROPERTY N/A
- *DO YOU HOLD OWNERSHIP IN ANY PROPERTY AS A SINGLE MEMBER LLC? YES NO
- *PLEASE LIST ADDRESS OF ALL PROPERTIES OWNED IN THE TOWN

*IF YOU OWN RENTAL PROPERTY AND RENT FOR INTERVALS LESS THAN 90 DAYS, YOU ARE REQUIRED TO COLLECT 1% ACCOMMODATIONS TAX AND 2% BEACH PRESERVATION FEE FROM YOUR TENANTS AND REMIT TO THE TOWN.

PLEASE CHOOSE ONE: REMIT TAX QUARTERLY OR REMIT TAX MONTHLY

*IF YOU PREPARE AND SELL FOOD AND BEVERAGE YOU ARE REQUIRED TO COLLECT 2% HOSPITALITY TAX FROM YOUR CUSTOMER AND REMIT TO THE TOWN.

PLEASE CHOOSE ONE: REMIT TAX QUARTERLY OR REMIT TAX MONTHLY

IF NO SELECTION IS MADE, YOUR ACCOUNT WILL DEFAULT TO QUARTERLY REMITTANCE

AS OWNER, OFFICER, PRINCIPAL OR MANAGING MEMBER OR AUTHORIZED AGENT, BY MY SIGNATURE BELOW, I AFFIRM UNDER OATH THAT ALL OF THE INFORMATION ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT I AM COMPLIANT WITH ALL TOWN, STATE AND FEDERAL REGULATORY REQUIREMENTS AND THAT I HAVE THE AUTHORITY TO MAKE THIS APPLICATION. I AFFIRM UNDER OATH THAT ALL ASSESSMENTS, TAXES, FEES, AND PERSONAL PROPERTY TAXES DUE AND PAYABLE TO THE TOWN AND COUNTY HAVE BEEN PAID. I AFFIRM UNDER OATH THAT I WILL MAINTAIN ACCURATE CONTACT INFORMATION FOR RESPONSIBLE PERSONS ON FILE WITH THE TOWN AND THE COUNTY. I UNDERSTAND THAT THE TOWN ORDINANCE PROVIDES FOR PENALTIES AND LICENSE REVOCATION FOR MAKING FRAUDULENT STATEMENTS ON THIS APPLICATION.

I HEREBY ACKNOWLEDGE THAT IF MY BUSINESS SELLS PREPARED FOOD OR ALCOHOL, I WILL COLLECT AND REMIT HOSPITALITY TAXES IN ACCORDANCE WITH TOWN CODE TITLE 4 CHAPTER 13. IF MY BUSINESS COLLECTS GROSS PROCEEDS FROM THE LEASE/RENTAL OF SLEEPING ACCOMMODATIONS TO THE SAME PERSON (S) FOR A PERIOD OF LESS THAN 90 DAYS, I WILL COLLECT AND REMIT LOCAL ACCOMMODATION TAX AND BEACH PRESERVATION FEES IN ACCORDANCE WITH TOWN CODE TITLE 4 CHAPTERS 12 AND 9, RESPECTIVELY.

MUST BE SIGNED BY OWNER, OFFICER OR PRINCIPAL MANAGING MEMBER OF THE BUSINESS.

BUSINESSES OPERATING WITHOUT A VALID BUSINESS LICENSE ARE SUBJECT TO PENALTIES AND FINES. A BUSINESS MAY BE ASSESSED A 5% PENALTY FOR EACH MONTH OR PORTION THEREOF FOR OPERATING WITHOUT A TOWN BUSINESS LICENSE. ADDITIONALLY, BUSINESSES MAY BE SUBJECT TO A \$1087.50 MUNICIPAL SUMMONS.

*Print Name Chad Fath Date _____

*Signature [Signature] Date 2/21/20

ADMINISTRATIVE USE ONLY: LOCATION OF BUSINESS IN TOWN OUT OF TOWN

APPLICATION ACCEPTED BY: _____ DATE: _____

APPLICATION FEE RECEIVED: _____ NAICS: _____

BUSINESS DOCUMENTS: _____ OWNER/PRINCIPAL ID: _____

ATTACHMENT A

APPLICATION CHECKLIST

Please ensure you have attached all the required documents when submitting your application. Incomplete applications will be returned by mail to you. If you are found operating without a valid business license, you may be subject to fines up to \$1087.50 per day and if applicable, liens may be placed on properties for the collection of fees, taxes, penalties and collection costs.

REQUIRED DOCUMENTS:

1. ENTITIES: ARTICLES OF INCORPORATION, ARTICLES OF ORGANIZATION, TRUST AGREEMENT
Not required for Sole Proprietorships ATTACHED
2. ENTITIES: LIST OF MEMBERS, OFFICERS OR MANAGING PARTNERS ATTACHED
3. ENTITIES: REGISTRATION WITH SC SECRETARY OF STATE
(Out of state entities will require a Certificate of Authorization from SC Secretary of State)
Contact SC SOS with questions www.scsos.com or 803-734-2158 ATTACHED
4. CONTRACTORS: COPY OF SC STATE CONTRATORS LICENSE WITH SC LLR ATTACHED
Your business name must match the name on your SC State Contracts License
Contact SC LLR with questions www.llr.state.sc.us or 803-896-4696 N/A
5. SC RETAIL LICENSE ATTACHED
Required for all retail sales, short term rentals, equipment rentals, etc.
Contact SC DOR with questions www.dor.sc.gov or 803-898-5788
6. ALL PROPERTY MANAGERS: DETAIL PROPERTY LIST INCLUDING
OWNER'S NAME, OWNER'S PHONE NUMBER, OWNER'S RENTAL PROPERTY ADDRESS ATTACHED
7. RESIDENTIAL RENTAL PROPERTY OWNERS: COPIES OF THE PAST TWO YEAR'S TAX RETURNS ATTACHED
(IRS Form 1040, All Schedules/ Form 1065/ Form 1120/ Form 1120S or 8825 that accompanies Form 1065, 1065-B or 1120S)
8. MOBILE FOOD UNITS: COPY OF CURRENT DHEC PERMIT, LIABILITY INSURANCE ATTACHED
Contact Community Development for additional requirements 843-341-4757
9. NON- PROFIT ENTITIES: INCLUDE COPY OF YOUR IRS TAX EXEMPT STATUS 501 (C) 3 LETTER ATTACHED
10. \$10.00 NON-REFUNDABLE APPLICATION FEE ATTACHED
Checks payable to the Town of Hilton Head Island
11. THE APPLICATION MUST BE SIGNED BY THE OWNER, OFFICER OR PRINCIPAL MANAGING MEMBER OF THE BUSINESS ATTACHED
(If the principal owner cannot submit the application in person, written authorization for an agent must be provided)

ATTACHMENT A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Feb 18 2020

REFERENCE ID: 474761


SECRETARY OF STATE OF SOUTH CAROLINA

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show HILTON HEAD HELICOPTERS, LLC, an Ohio For Profit Limited Liability Company, Registration Number 1940426, was organized within the State of Ohio on June 1, 2010, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 31st day of August, A.D. 2015.*



Ohio Secretary of State

Validation Number: 201524301724

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

HILTON HEAD HELICOPTERS LLC, a limited liability company duly organized under the laws of the State of Ohio, and issued a certificate of authority to transact business in South Carolina on January 16th, 2015, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 18th day
of February, 2020.


Mark Hammond, Secretary of State

ATTACHMENT A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 190820-0802503

Filing Date: 08/19/2019

Feb 18 2020

REFERENCE ID: 474761

STATE OF SOUTH CAROLINA SECRETARY OF STATE


SECRETARY OF STATE OF SOUTH CAROLINA

OF CHANGE OF (1) DESIGNATED OFFICE, (2) AGENT FOR SERVICE OF PROCESS, OR (3) ADDRESS OF AGENT LIMITED LIABILITY COMPANY – DOMESTIC AND FOREIGN

Pursuant to the 1976 S.C. Code of Laws, as amended, §33-44-109, the limited liability company submits the following statement of change.

1. The name of the limited liability company is:

HILTON HEAD HELICOPTERS LLC

2. The limited liability company is (check either "a" or "b", whichever is applicable):

- a. A South Carolina limited liability company.
- b. A foreign limited liability company authorized to transact business in South Carolina.

3. a. The South Carolina street address of the current designated office for the limited liability company is:
52 Gateway Circle

(Street Address)

Hilton Head Island, South Carolina 29926

(City, State, Zip Code)

- b. The name of the company's current agent for service of process is:

ISAIAH S. BURCH

(Name)

- c. The South Carolina street address of the current registered agent's office is:
52 GATEWAY CIRCLE

(Street Address)

HILTON HEAD ISLAND, South Carolina 29926

(City, State, Zip Code)

4. Check and complete all boxes (a-c) that apply.

- a. The company is changing the address of its designated office.

The new South Carolina address of the designated office of the limited liability company is:
38 Gateway Circle

(Street Address)

Hilton Head Island, South Carolina 29926

(City, State, Zip Code)

ATTACHMENT A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Feb 18 2020

REFERENCE ID: 474761


SECRETARY OF STATE OF SOUTH CAROLINA

HILTON HEAD HELICOPTERS LLC

Name of Limited Liability Company

- b. The company is changing its agent for service of process.

The name of the company's new agent for service of process is:

Chad Fath

(Name)

I hereby consent to the appointment as registered agent.

Chad Fath

(Agent's Signature)

- c. The company is changing the street address of the agent for service of process.

The new South Carolina street address of the registered agent's office is:

38 Gateway Circle

(Street Address)

Hilton Head Island, South Carolina 29926

(City, State, Zip Code)

5. Unless otherwise specified, these articles are effective when endorsed for filing by the Secretary of State. Specify the time and date of any delayed effective date 08/19/2019
(Date)

Date: 08/19/2019

Signed as Authorized Signature: Chad Fath

(Signature)

Chad Fath

(Print Name)

Capacity/Position of Person Signing (You must check one box.)

Manager Member Organizer

Fiduciary Attorney-in-Fact

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

HILTON HEAD HELICOPTERS LLC, a limited liability company duly organized under the laws of the State of Ohio, and issued a certificate of authority to transact business in South Carolina on January 16th, 2015, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 18th day
of February, 2020.


Mark Hammond, Secretary of State

Ginger

ATTACHMENT A

Retail Sales Tax



THIS LICENSE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE RETAIL LICENSE

THIS LICENSE IS NEITHER TRANSFERABLE NOR ASSIGNABLE BEFORE POSTING READ INSTRUCTIONS BELOW

ST-1
(Rev. 08.28.18)
5000

OWNER NAME AND BUSINESS LOCATION

HILTON HEAD HELICOPTERS LLC
38 GATEWAY CIR
HILTON HEAD ISLAND SC 29926-3758

LICENSE MUST BE RETURNED FOR ALL CHANGES AND/OR CLOSE OF BUSINESS

LICENSE NUMBER

103841862

HILTON HEAD HELICOPTER TOURS
GATEWAY CIR
HILTON HEAD ISLAND SC 29926-3758



INDUSTRY TYPE

453998

EFFECT DATE

01-Mar-2020

Letter ID: L0014324752

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE

TRADE NAME AND MAILING ADDRESS

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 103841862

SID # 9242206

Beaufort

Hilton Head Island

2410

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the SC Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT 1-844-898-8542

OUT OF BUSINESS OR CHANGE OF OWNERSHIP (Also complete C-278)

DATE OF CLOSING OR SALE _____

NEW FIRM NAME _____

NEW OWNER'S NAME OR NAMES _____

CHANGE OF ADDRESS AND/OR TRADE NAME (Also complete SC-8822)

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC-8822. IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME _____

DATE BUSINESS MOVED _____

NEW LOCATION ADDRESS _____

BUSINESS MUNICIPAL LIMITS _____

MAILING ADDRESS _____

NEW TELEPHONE NUMBER _____



INSTRUCTIONS

This is your new license. Please fold on the above perf marks and display in a conspicuous place.

If you have any questions concerning this license, please call the SC Department of Revenue 1-844-898-8542.

If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

South Carolina Department of Revenue
Registration Section
P.O. Box 125, Columbia, SC 29214-0400



.JP:109E:00028S:010IN:04W:A1513805196J:00000054731*

ATTACHMENT B

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

Via E-mail

William D. Harkins
Mayor ProTem

May 22, 2020

Council Members
David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox
Glenn Stanford

Mr. Douglas MacNeille
Ruth & MacNeille, PA
PO Drawer 5706
10 Office Way, Suite 200
Hilton Head Island, SC 29938

Stephen G. Riley
Town Manager

Dear Mr. MacNeille:

This letter is in response to your request for a determination related to a proposed use at 52 Gateway Circle, at the Hilton Head Helicopters LLC site. You have asked for a determination regarding the ability to operate a Virtual Reality Helicopter Arcade Game business at the subject property. The property is identified as Parcel 85 on Beaufort County Tax Map 8, is zoned IL (Light Industrial) and is part of the Hilton Head Island Airport property.

In the request, you describe the proposed use as a virtual reality operation which immerses a person in a digital 3D environment, instead of watching it on a display, with computer-generated imagery and content aim at simulating a real presence through senses (sight, hearing, and touch). You state the user places a headset over their eyes to participate in the experience.

The proposed Virtual Reality Helicopter Arcade Game business is classified as an Indoor Commercial Recreation Use. Indoor Commercial Recreation is defined in LMO Section 16-10-103.E.2 as *an establishment that offers entertainment activities, events, or attractions to the general public on a commercial or fee basis. Indoor commercial recreation uses include: movie theaters, stage theaters, auditoriums, amusement and electronic game arcades (video games, pinball, etc.), pool or billiard tables, theme or amusement parks, boardwalks, midway type attractions such as rides, bumper cars, go-cart tracks, game booths, bowling alleys, pool halls, dance studios and dance halls, indoor firing ranges, health clubs and spas, indoor tennis and swimming pools, and indoor archery ranges.* An Indoor Commercial Recreation use is not a use that is permitted in the IL Zoning District.

Should you wish to appeal this determination to the Board of Zoning Appeals (BZA), you must file an appeal application within 14 calendar days of receipt of this determination.

Should you have any other questions or concerns, please contact me at (843) 341-4686 or nicoled@hiltonheadislandsc.gov.

Sincerely,

ATTACHMENT B

A handwritten signature in cursive script that reads "Nicole Dixon".

Nicole Dixon, AICP, CFM
Development Review Administrator

Cc: Teri Lewis, Deputy Director of Community Development

ATTACHMENT C

From: [Douglas MacNeille](#)
To: [Dixon Nicole](#)
Cc: [Chad Fath](#)
Subject: Re: Hilton Head Helicopters d.b.a. Atomic VR Virtual Reality
Date: Wednesday, May 20, 2020 1:51:58 PM

Dear Nicole,

Thank you for your prompt response. I think it would be helpful to my understanding of the situation if you could write up a formal determination, which can then be appealed directly to the BZA.

Are you saying that LMO Sec. 16-2-102.E.4.-Special Exception Review Standards does *not* apply to this situation? If it does, I would appreciate it if you could send me over a copy of this Section, as I cannot seem to locate it on line.

Best, Doug MacNeille

Ruth & MacNeille, P.A.

P.O. Drawer 5706
10 Office Way, Suite 200
Hilton Head Is., SC 29938

Telephone: 843.785.4251
Mobile: 843-384-6020
Facsimile: 843.686.5404
E-Mail: douglas@ruthandmacneille.com

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On Wed, May 20, 2020 at 1:08 PM Dixon Nicole <nicoled@hiltonheadislandsc.gov> wrote:

Doug,

Teri asked me to respond to you since I reviewed the business license. The reason I denied the business license is because the proposed use of virtual reality helicopter rides/games is classified in the Land Management Ordinance as an Indoor Commercial Recreation use. An Indoor Commercial Recreation use is not permitted in the Light Industrial Zoning District.

ATTACHMENT C

If you wish to appeal this decision, I can write a formal determination and you can appeal that to the Board of Zoning Appeals. You do not need to mail notices to the public for an appeal. Nor do you need to meet special exception review standards because this use is not a use requiring a special exception review in this district, it is simply not permitted.

Please let me know if you would like a formal determination. I attached the appeal application if you decide to go that route once you receive the determination. Please let me know if you have any other questions, thanks!

Nicole Dixon, AICP, CFM

Development Review Administrator

Town of Hilton Head Island

One Town Center Court

Hilton Head Island, SC 29928

O: 843-341-4686

F: 843-842-8908

nicoled@hiltonheadislandsc.gov

www.hiltonheadislandsc.gov



From: Douglas MacNeille [<mailto:douglas@ruthandmacneille.com>]

Sent: Wednesday, May 20, 2020 12:42 PM

To: Lewis Teri <TeriL@hiltonheadislandsc.gov>

Cc: Chad Fath <chad@flyhhi.com>

Subject: Hilton Head Helicopters d.b.a. Atomic VR Virtual Reality

ATTACHMENT C

Dear Teri,

I will be representing Hilton Head Helicopters/ LLC d.b.a. Atomic VR Virtual Reality (herein "Atomic VR) In connection with the recent notice from the Town stating that requested business activity is not allowed in Light Industrial Zone. It is Atomic VR's intention to appeal the LMO Official's determination.

I will definitely be needing some assistance from the Town regarding the identification of a list of adjoining landowners within 350 feet of the property, as well as the sample format for the Notice letter to be published and mailed.

Initially, I am having some difficulty locating one of the applicable LMO Sections, that is, Sec. 16-2-102.E.4.-Special Exception Review Standards The version of the Ordinance that I was able to pull up on line stops at 16-2-102.E.3). Would you please be so kind as to send me over a copy of this Section of the LMO?

I will look forward to working with you toward a resolution of these matters.

Best, Doug MacNeille

Ruth & MacNeille, P.A.

P.O. Drawer 5706
10 Office Way, Suite 200
Hilton Head Is., SC 29938

Telephone: 843.785.4251
Mobile: 843-384-6020
Facsimile: 843.686.5404
E-Mail: douglas@ruthandmacneille.com

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ATTACHMENT C

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RUTH & MACNEILLE P.A.

DOUGLAS W. MACNEILLE^o
WILLIAM A. RUTH (1942-2008)

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW
10 OFFICE WAY, SUITE 200
P. O. DRAWER 5706
HILTON HEAD ISLAND, SOUTH CAROLINA
29938-5706
TELEPHONE (843) 785-4251
FAX (843) 686-5404

Sender E-Mail:
douglas@ruthandmacneille.com

^oALSO ADMITTED IN CALIFORNIA
(INACTIVE)

July 15, 2020

Via Email: nicoled@hiltonheadislandsc.gov
Town of Hilton Head Island
Board of Zoning Appeals
ATTN: Nicole A. Dixon, AICP, CFM
Development Review Administrator

Re: SUPPLEMENTAL APPEAL NARRATIVE
Appeal to Board of Zoning Appeals from May 22, 2020
LMO Official Determination Letter
Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality

Dear Board and Ms. Dixon:

This law firm represents Hilton Head Helicopters, LLC *d/b/a* Atomic VR Virtual Reality (herein “Atomic VR”) in this Appeal from the May 22, 2020 LMO Official Determination Letter. On June 5, 2020, I submitted the initial Appeal Narrative and the required Application for Appeal form. Since that date, additional information has come to the attention of Atomic VR, and we are exercising the right to supplement the Appeal Narrative at this time. The Supplemental Application for Appeal form is appended hereto. This correspondence is intended to serve as Atomic VR’s Supplemental Appeal Narrative with supporting documentation. Atomic VR incorporates the June 5, 2020 Appeal Narrative herein as though fully restated.

By way of background, Hilton Head Helicopters, LLC operates its helicopter tour business from the old Airport the building located at 38 Gateway Circle, HHI 29926¹. Atomic VR, its *d/b/a*, occupies a relatively small area of the building, and the proposed use is a virtual reality operation which immerses a person in a digital 3-D environment, instead of watching it on a display, with computer-generated imagery and contact aimed at simulating a real presence through the senses (sight, hearing and touch). Photographs showing this portion of atomic VR’s operation are attached to the initial June 5, 2020 Appeal Narrative as Exhibit “4”.

¹ The LMO Official’s Determination Letter lists Atomic VR’s address as 52 Gateway Circle, but the correct address is 38 Gateway Circle, HHI 29926.

Atomic VR is appealing the decision of the LMO Official that the business of Atomic VR, presently listed on its Business License as “Virtual Reality Headset Station Rentals” is not permitted in Zone IL (Light Industrial), Atomic VR or, in the alternative, seeking a clarification or exception to allow the continuance of this use that has been previously approved by the Town. The operations of the virtual reality business are located in a relatively small area of the business headquarters of Hilton Head Helicopters, LLC and is incidental to its operations and providing helicopter tours of Hilton Head Island (i.e. many of the customers of the helicopter tour business also participate in the virtual reality operation).

The Town’s Light Industrial District (IL) zoning restrictions under Section 2. allow both “Aviation and Service Transportation Uses” and “Aviation Services Uses”. The Business License sought by Atomic VR is a part of and is incidental to the operation of the Aviation Services provided by and authorized to Hilton Head Helicopters, LLC. To illustrate this point, by way of example, strict enforcement of the Town’s IL Zoning Uses/Restrictions would prohibit the Hilton Head Island Airport from housing shops, concessions and related amenities within its Airport terminal, and to the best of Appellant’s knowledge, this is not the case as there are such incidental uses located within the Terminal.

There are two (2) factors as set forth in this Supplemental Appeal Narrative that will support a decision by the Board of Zoning Appeals (“BZA”) upholding atomic VR’s Appeal from the Determination Letter;

(1) the June 26, 2019 Commercial Operating Agreement between Hilton Head Helicopters, LLC and Beaufort County as the operator of Hilton Head Island Airport supports the relief sought by Appellant; and

(2) in reliance on a previously issued 2019 Business License and Hilton Head Helicopters, LLCs Agreement with Beaufort County, Appellant has expended significant sums of money in developing atomic VR’s virtual reality business on the premises.

1. Commercial Operating Agreement with Beaufort County.

In June 2019, Hilton Head Helicopters, LLC entered into a Commercial Operating Agreement (“Airport Agreement”) with Beaufort County as a governing body of the Hilton Head Island Airport, a body politic. The true and accurate copy of the Airport Agreement is appended hereto as **Attachment “1”**. In the prefatory language found on Page 1 of the Agreement the following statements appear:

“WHEREAS, Operators engaged in the business of Burial Helicopter Tours and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of airport; and

WHEREAS, County has the right to permit use of the airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.”

In Section 1 on page 2 of the Airport Agreement, entitled “Scope of Privilege”, it is stated that:

“Operator may engage in the following specific activities and services:

- (a) Aerial Helicopter Tours
- (b) Helicopter Charter
- (c) Helicopter Flight Training
- (d) Virtual Reality Arcade (emphasis added).”

The Airport Agreement is supported by good and valuable consideration, as Hilton Head Helicopters, LLC and its d/b/a Atomic VR pay a schedule of fees to Beaufort County for the right to provide the services described in the Airport Agreement. It is respectfully submitted to the BZA that Appellant, therefore, has the authority of the property owner (Beaufort County) to perform all operations on the subject premises at 38 Gateway Circle including, without limitation, the “Virtual Reality Arcade”. The Commercial Agreement was in existence at the time that the Town’s business license department issued a business license to Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality in August 2019.

2. Expenditures by Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality since August 2019

Since the Town’s issuance of a Business License to Atomic VR in August 2019, Hilton Head Helicopters, LLC has expended significant effort and large sums of money in developing and operating its Virtual Reality Arcade on the premises. These expenditures were made in reliance on both the 2019 Business License and the Airport Agreement discussed above.

Appellant Atomic VR has prepared a detailed schedule of its 2019-2020 Business Expenditures, with supporting documentation (See **Attachment “2”** appended hereto) as follows:

- Equipment & Services: \$29,443.88
- Salary: \$62,063.85²
- Advertising/Promotion: \$27,072.05³
- Miscellaneous: \$5,787.36
- Legal Fees incurred in connection with this Appeal: \$4,050.00±

Atomic VR’s reliance on the Airport Agreement in the 2019 Business License issued by the Town is supported by legal and equitable principles such as the *doctrine of equitable estoppel*. South Carolina courts have held that “[a] governmental body is not immune from the application of equitable estoppel where its officers or agents act within the proper scope of their authority.” *McCrowey v. Zoning Board of Adjustment*, 60 360 S.C. 310, 599 S.E.2d 617 (Ct. App. 2004) (citing

² During the timeframe August 2019 to present, Appellant has had several different employees who participated in the operations of both Hilton Head Helicopters, LLC and its d/b/a Atomic VR. All of the employees are on the payroll of capital and At Helicopters, LLC but the duties of the employees are roughly equally divided between the helicopter operation and the operation of the Virtual Reality Arcade that is incidental to the helicopter business.

³ Expenditures for advertising and promotion, again, include advertising and promotion for both operations, Helicopter operations and the Virtual Reality Arcade. Samples of the advertising/promotions are appended hereto as Attachment “3”.

South Carolina Coastal Counsel v. Vogel, 292 S.C. 449, 453, 357 S.E.2d 187, 189 (Ct. App. 1987) and *Oswald v. Aiken County*, 281 S.C. 298, 315 S.E.2d 146 (Ct. App 1984).

CONCLUSION:

The record of this Appeal shows that:

1. Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality (“Atomic VR”) was approved for and was issued a Town of Hilton Head Island (“Town”) 2019 Business License for its business of “Video Reality Headset Station Rentals”;
2. The Town, in late 2019 or early 2020 presented Atomic VR with a renewal notice for its 2020 Business License;
3. On or about February 21, 2020, Atomic VR submitted its Business License Application to the Town’s Business License Department;
4. There was no change in owner’s operation of the business from 2019 to 2020, that is, the Owner at all relevant times has been Hilton Head Helicopters LLC d/b/a Atomic VR Virtual Reality;
5. The Town LMO Official in her Determination Letter dated May 22, 2020 has now taken the position, despite the approval of an issuance to Atomic VR of a 2019 Business License that, “An Indoor Commercial Recreation Use is not a use that is permitted in IL Zoning District”;
6. The virtual reality gaming operations of Atomic VR is incidental to and compatible with Hilton Head Helicopters LLC’s operation of a helicopter tour business at the same location;
7. The Commercial Operating Agreement between Hilton Head Helicopters LLC and the County of Beaufort (Hilton Head Island Airport) specifically authorizes Hilton Head Helicopters LLC d/b/a Atomic VR Virtual Reality two engaged in the activity and service of “Virtual Reality Arcade” (see **Attachment “1”**);
8. In reliance on the Town’s issuance of a 2019 Business license and the authority provided in the Airport Agreement, Hilton Head Helicopters LLC d/b/a Atomic VR Virtual Reality has expended significant sums of money in developing and operating its Virtual Reality Arcade (see **Attachment “2”**);
9. Atomic VR’s operation is consistent and compatible with, and incidental to, Hilton Had Helicopter LLC’s operation of its helicopter services, as the Virtual Reality Arcade does offer virtual helicopter experiences, and many of the customers taking helicopter tours also participate in the Virtual Reality Arcade experience;

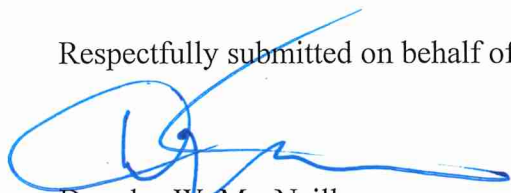
10. Because of the determination imposed by the LMO Official, the application of the ordinance (Zone IL) to the particular piece of property and business would effectively prohibit or unreasonably restrict the utilization of the property; and
11. The authorization of the use sought to be prohibited will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by permitting this incidental use of the property of Hilton Head helicopters LLC. There is ample parking on the property (20-25 spaces).

Hilton Head Helicopters, LLC d/b/a Atomic VR Virtual Reality respectfully requests that the Board of Zoning Appeals consider this Appeal, the record of this matter, the testimony materials to be introduced into the record of this Appeal at the hearing, and find and hold that;

- A. Appellant is granted an exception and/or approval to continue its operation of a virtual reality video gaming business at the location of 38 Gateway Circle, Hilton Head Island, South Carolina; and
- B. The Town of Hilton Head Island Business License Department shall promptly renew and issue a 2020 Business License to Appellant.

The Appellant reserves the right to submit additional materials, documents and information to the Board of Zoning Appeals in connection with this Appeal.

Respectfully submitted on behalf of Appellant



Douglas W. MacNeille
*Attorney for Hilton Head Helicopters LLC
d/b/a Atomic VR Virtual Reality*

cc: Mr. Chad Fath (w/enclosures)
Ms. Mariana Figueroa (w/enclosures)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

COMMERCIAL OPERATING
 AGREEMENT

This Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the **Hilton Head Island Airport**, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and Hilton Head Helicopters, LLC (the "Operator"), having its principal office at 38 Gateway Circle, Hilton Head Island, SC 29926.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located on Hilton Head Island, South Carolina; and

WHEREAS, Operator is engaged in the business of Aerial Helicopter Tours and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

NOW, THEREFORE, for and inconsideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
 TERM

The term of this Agreement shall commence on the Effective Date hereof at 12:01 a.m. ("Date of Commencement") and shall end at 11:59 p.m. on June 30, 2020.

After that time, this Agreement may be renewed for a one year period, unless thirty days' prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto. This renewal option shall be in effect for 1 years from the end of the initial term of this Agreement.

ARTICLE II
 USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport for the specific activities and services stated in this section. Operator understands and agrees that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

- (a) Aerial Helicopter Tours
- (b) Helicopter Charter
- (c) Helicopter Flight Training
- (d) Virtual Reality Arcade

Any other activity or service to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is a default and grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County in writing.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
ADDITIONAL PRIVILEGES

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV
CHARGES AND FEES

1. **Compensation.** Beginning on the Date of Commencement, the Operator, in return for use of the Airport facilities and other privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise:

- (a) **Percentage Fee:** For compensation of the privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross receipts on its operations hereunder. Twenty (20) days after the beginning of each calendar month during the term hereof, Operator shall furnish to County an accounting of the previous month's gross receipts along with a check for the appropriate sum of money as computed in accordance with this subsection.

Definition of Gross Receipts: The term "gross receipts" shall include the following: (i) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus (ii) the aggregate of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

- (b) All payments herein are to be made in the form of check or money order and made payable to:

Beaufort County Council, Hilton Head Island Airport

Mail to: Airport Director, Hilton Head Island Airport
120 Beach City Rd.
Hilton Head Island, SC 29926

2. **Taxes.** Those fees and charges paid to County shall not include any property taxes, fees or license charges of whatever character that may be levied, assessed, charged by any governmental entity on the portions of the Airport occupied or used solely by Operator, or upon the rights of Operator to occupy or use the Airport or any emolument received hereby, or upon Operator's improvements, fixtures, equipment, or other property at the Airport or upon Operator's rights of operation hereunder. Such taxes, fees and licenses shall be paid directly to government entity by Operation. Operator shall have the right, at its sole cost and expense, to contest the

amount or validity of any tax or license as may have been or may be levied, assessed or charged. Operator shall reimburse the County for any taxes levied on the County for space used or occupied by Operator, or for privileges accorded Operator by County.

3. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after payment to County of any charge or fee pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per month from the date such item was due and payable until paid.

4. Monthly Activity Report. Operator shall furnish to County on or before the twentieth (20th) day of each month an accurate report setting forth all data necessary to calculate fees and charges due under this Agreement. Said report shall be in a form and with detail satisfactory to County and shall include, but not necessarily be limited to, a statement of gross receipts during the preceding month from its operations at the Airport upon which the percentage payments to County as set forth in Section IV, (1) (a) are computed. Said statements are to be signed by a responsible individual employed by Operator.

5. Inspection of Books and Records. Operator shall, during any current year of the term of this Agreement and for two (2) years thereafter, permit upon reasonable notice to Operator, inspections and audits by the County through its employees, and/or representatives, of all records, books of account, state and federal income tax returns, and South Carolina sales tax return records, including any other such records as may be required to be maintained by Operator and information required to be maintained pursuant to any provision of this Agreement. It is further understood and agreed that any such inspection and audit shall be conducted during the business hours of Operator and that Operator shall make all of the aforesaid records, books of account, and other documentation available at a location designated in writing by the County. The County will give reasonable notification to the Operator, normally thirty (30) days, in order to conduct an inspection for the purpose of auditing the account.

In the event an inspection or audit by or on behalf of the County discloses any discrepancy in any statement or statements of gross revenue of the Operator and/or in the amount of any sums of money owed the County, the Operator shall forthwith pay the sum of money owed to the County plus a service charge of one and one-half (1½%) percent per month of said sum for each month from the date said sum should have been paid to the County to the date payment is made to the County. Further, in the event an audit or inspection discloses an accumulative discrepancy in excess of three (3%) percent of the amount previously paid by Operator to County for any 12-month period, Operator shall forthwith pay to County the cost of the audit and/or inspection. Said cost of the audit and/or inspection shall include all direct and indirect salary cost of County, any charges made by any consultant of the County, materials, supplies and administrative overhead.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of

such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

6. **Additional Fees and Charges.** If the County has paid any sum or sums or has incurred any obligations or expense for which Operator has agreed to pay or reimburse the County, or if the County is required or elects to pay any sum or sums or incur any obligations or expense by reason of failure, neglect or refusal of Operator to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement after written notice thereof by the County to Operator, then Operator agrees to pay to the County the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, plus twenty-five (25%) percent of the total of the foregoing items as administrative overhead, and the same may be added to any installment of the fees and charges thereafter due hereunder, and each and every part of the same shall be and become additional fees and charges recoverable by the County in the same manner and with like remedies as if it were originally a part of the basic fee and charges.

ARTICLE V PERFORMANCE AND SERVICE STANDARDS

1. **Type of Operation.** Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient. Only late model aircraft shall be used by Operator in the performance of the privilege granted hereunder (if it applies to the service being provided).

As applicable, Operator shall maintain, at all times and at its own expense, an adequate number of aircraft at the Airport to meet the reasonable public demand therefore. Operator shall maintain, at all times and at its own expense, all aircraft used under this Agreement free from known mechanical defects and in neat appearance, clean inside and out.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

2. **Management.** The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.

3. **Personnel.** Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use

improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

4. Employee Discounts. Nothing in this Agreement shall prohibit the Operator from offering employee discounts to individuals employed by any of the organizations having the Airport as their principal place of employment.

5. Solicitation. Operator shall confine its solicitation of business at the Airport to display advertisement as approved by the County and County's advertising concessionaire.

6. Air Safety. Operator's employee pilots who fail to abide by Airport, County, Municipal, State or Federal air traffic rules and regulations shall be banned from the Airport upon written notice of the Director of Airports. Operator's employee pilots shall conduct themselves in a professional manner at all times when on Airport property.

ARTICLE VI INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. **Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies.** The comprehensive general liability policies shall include contractual liability coverage, and shall make reference to this Agreement. **Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement.** The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident).
Combined Limit: One Million Dollars (\$1,000,000) per occurrence.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venture with Operator in its operations on the Airport.

ARTICLE VII INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VIII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration and / or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations. Any and all required licenses, registrations, and/or permits as described in this section and shall remain in good standing for the entire duration of this agreement.

ARTICLE IX RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator upon request.

ARTICLE X DEFAULT AND TERMINATION

1. Termination by Operator. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:

- (a) The abandonment of the Airport as an airport;
- (b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or
- (c) Damage to or destruction of all of the Airport facilities necessary to the operation of Operator's business.

2. Default by Operator. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:

- (a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
- (b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
- (c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
- (d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
- (e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property; or
- (f) Desertion, abandonment or vacation of Operator's operations at the Airport.

3. Default. Upon default as above provided:

- (a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.
- (b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.

4. Causes of Breach: Waiver. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. Termination of Agreement for Convenience. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County.

ARTICLE XI
NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII
ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its Effective Date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director
120 Beach City Road
Hilton Head Island, SC 29926

With a Copy to:

Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:

Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:

Hilton Head Helicopters, LLC
38 Gateway Circle
Hilton Head Island, SC 29926

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. **Right to Develop Airport.** It is further covenanted and agreed that County reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or view of Operator and without interference or hindrance.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Attachment D

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

Cheryl Harris

Sarah W. Brock

BEAUFORT COUNTY

By: Ashley M. Jacobs

Ashley Jacobs, County Administrator

Date: 9.26.19

ATTEST:

OPERATOR:

By: Lori Center

Lori Center, Authorized Agent

Date: 9.23.19

Atomic VR Virtual Reality 2019-2020 Business Expenditures

Expenditure Category	Details	Comments
<u>EQUIPMENT & SERVICES</u>		<u>Exhibit "A"</u>
<u>August 2019 – April 2020</u>		
<u>EQUIPMENT</u>		
➤ VR Headset(s) (4)	\$ 2,196.00	Vive Cosmos Elite
➤ VR Systems	\$ 9,035.96	OMEN Obelisk Desktop PC
➤ 3-in-1 Cable	\$ 42.79	HTC Vive
➤ 7" Tablet (2)	\$ 59.98	Amazon Fire
➤ VR Deemed Handgun	\$ 53.34	HTC Vive
➤ USB Adaptors (4)	\$ 8.55	Warmstor
➤ Wall Mount Bracket	\$ 25.67	Everstone
➤ HDMI 3-in-1 Cable (2)	\$ 105.91	Vive
➤ Controller\	\$ 154.07	Vive
➤ Headset Eye Masks	\$ 50.48	BBTO
➤ Disposable VR Covers	\$ 26.70	Kaizen
➤ LED Light and Screws	\$ 79.13	Amazon
➤ LED Rope Lights (2)	\$ 162.62	Airfox
➤ Rope Light Clips (200)	\$ 23.52	Amazon
➤ Sanitary Face Masks (100)	\$ 42.78	Linhuipad
➤ Dimmable Rope Light	\$ 18.18	Amazon
➤ Rope Light Bulbs	\$ 31.87	1000Bulbs.com
➤ Masks, Cable, Coin Collect	\$ 66.97	Amazon
➤ HD Digital Media Player	\$ 91.89	Micca Speck
➤ Audio Foam Replacement (3)	\$ 113.48	HTC Vive
➤ Controller Protective Cage	\$ 14.99	Ace Select
➤ Memory Cards (2)	\$ 16.37	Sandisk
➤ Ink Cartridges	\$ 251.19	Staples
➤ Misc.	\$ 245.50	Amazon
➤ Cable Modem	\$ 164.99	Netgear
➤ Ethernet Cable (40 ft.)	\$ 23.99	Cat7
➤ Ethernet Cable Patch Cord	\$ 13.49	Cat7
➤ Flash Drives (20)	\$ 49.36	Enfain
➤ Gaming Chairs (2)	\$ 213.98	Essentials
➤ Mac Computer	\$ 2,571.29	Apple
➤ VR Software	\$ 2,471.00	Springboard Virtual Reality, LLC
➤ Virtual Reality Mo. Plan (8mos.)	<u>\$ 922.00</u>	
Sub-Total:	\$19,348.04	
<u>SERVICES</u>		
➤ VR Monthly Plans	\$ 912.00/mo.	
➤ Monthly Internet – Spectrum	<u>\$ 349.98/mo.</u>	
Sub-Total (8 mos.):	\$ 10,095.84	
<u>TOTAL EQUIPMENT & SERVICES:</u>	<u>\$ 29,443.88</u>	

Atomic VR Virtual Reality 2019-2020 Business Expenditures

<p style="text-align: center;"><u>SALARY (AUGUST 15, 2019 to JULY 3, 2020)</u></p> <ul style="list-style-type: none"> ➤ Mariana Figueroa Hobler \$22,000.00 ➤ Thomas Figueroa Hobler \$ 5,053.10 ➤ Gregory D. Bryan \$25,310.50 ➤ Peyton Bullock \$ 273.00 ➤ Linda J Swinson \$ 1,427.25 ➤ Chad Fath \$ 4,000.00 ➤ Ginger Shields \$ 4,000.00 <p style="text-align: right;">TOTAL SALARY: <u>\$62,063.85</u></p>		<u>Exhibit "B"</u>
<p style="text-align: center;"><u>ADVERTISING/PROMOTION</u></p> <ul style="list-style-type: none"> ➤ Brochure Placement \$ 300.00 ➤ Brochures \$1,481.53 ➤ Hotel Advertising \$2,590.00 ➤ Advertising \$2,362.50 ➤ Website Design \$1,500.00 ➤ Island Events Ad \$ 531.25 ➤ Restaurant Advertising \$3,350.00 ➤ HHI Chamber Membership 2020 \$ 405.00 ➤ HHI Chamber of Commerce Ads \$1,545.00 ➤ HHI Chamber of Commerce Ads \$1,290.00 ➤ Magazine Advertising \$6,500.00 ➤ Magazine Advertising \$1,300.00 ➤ Map Advertising \$1,347.10 ➤ Map Advertising \$1,344.25 ➤ Helicopter-VR Ad \$1,099.55 ➤ Brochure Holder \$ 125.87 <p style="text-align: right;">TOTAL ADVERTISING & PROMOTION <u>\$27,072.05</u></p>		<u>Exhibit "C"</u> One Stop Hospitality LLC Clear Mind Graphics Island Communications Island Communications Island Communications Island Communications Serg Group Chamber of Commerce Chamber of Commerce 101 Things to Do The Best of Magazine Discovery Map of Savannah Discovery Map of Hilton Head Island Chamber of Commerce CMGI Graphics Braeside
<p style="text-align: center;"><u>MISCELLANEOUS</u></p> <ul style="list-style-type: none"> ➤ Remodel VR Room \$2,550.00 ➤ Remodel Stations \$2,130.12 ➤ Monogrammed Shirts \$1,107.24 <p style="text-align: right;">TOTAL MISCELLANEOUS: <u>\$5,787.36</u></p>		<u>Exhibit "D"</u> CAM Improvements, LLC Gregory D. Bryan Cowing Robards, Inc.
<p style="text-align: center;"><u>LEGAL:</u></p> <ul style="list-style-type: none"> ➤ Ruth & MacNeille, P.A. \$4,050.00§ 		<u>Exhibit "E"</u>

Cart / Checkout

Verify

Complete

Product List



Make 24 payments of \$99.98/mo
[Learn more](#)

Reference Number: 101684591613

Product Name	Qty	Stock Status	Price	Remove
VIVE Cosmos Elite Headset	<input type="text" value="4"/> Update	In Stock	\$2,196.00	/store/htcus/en_US/RemoveItemFromRequisition/lineItemID.102815261113/nextAction.PostQuickBuyCartPa

[Have a Promotion Code? Enter it here.](#)

Product Total	\$2,196.00
Estimated Shipping	Free
Estimated Tax	\$0.00
Total	\$2,196.00

Complete your purchase below, or check out with

[\(/store/htcus/en_US/PrePaypalECRedirectionPageRule/ThemeID.4773718000?
isRapidCheckoutFromCart=true&selectedEfinancingTermID=\)](/store/htcus/en_US/PrePaypalECRedirectionPageRule/ThemeID.4773718000?isRapidCheckoutFromCart=true&selectedEfinancingTermID=)

or

[\(/store/htcus/en_US/PrePaypalCreditRedirectionPageRule/isRapidCheckoutFromCart.true/ThemeID.4773718000?
isRapidCheckoutFromCart=true\)](/store/htcus/en_US/PrePaypalCreditRedirectionPageRule/isRapidCheckoutFromCart.true/ThemeID.4773718000?isRapidCheckoutFromCart=true)

Billing Information

To complete your secure online order, please enter your billing information below. The billing information should be exactly as it appears on your credit card statement. *Fields marked with an asterisk (*) are required.

First Name: *

State: *

Last Name: *

Zip/Postal Code: *

Address Line 1: *

Country: *



amazon.com

Order Placed: November 15, 2019
Amazon.com order number: 112-7038894-2895405
Order Total: \$42.79

Shipped on November 16, 2019

Items Ordered

Price
\$39.99

1 of: *HTC Vive 3-in-1 Cable*
Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: 9850

Item(s) Subtotal: \$39.99
Shipping & Handling: \$0.00

Billing address

chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$39.99
Estimated tax to be collected: \$2.80

Grand Total: \$42.79

To view the status of your order, return to

© 1996-2020, Amazon.com, Inc. or its affiliates

amazon.com

Order Placed: July 16, 2019
Amazon.com order number: 112-5061254-6429005
Order Total: \$53.48

Shipped on July 18, 2019

Items Ordered**Price**

1 of: *All-New Fire 7 Tablet (7" display, 16 GB) - Black*
 Sold by: Amazon Digital Services, Inc.

\$49.99

Condition: New

Shipping Address:

Abril Aguilar n Alis Aguilar
 33 E MORNINGSIDE DR
 BLUFFTON, SC 29910-5859
 United States

Shipping Speed:

Two-Day Shipping

Shipped on July 20, 2019

Items Ordered**Price**

1 of: *All-New Fire 7 Tablet (7" display, 16 GB) - Sage*
 Sold by: Amazon Digital Services, Inc.

\$49.99

Condition: New

Shipping Address:

Abril Aguilar n Alis Aguilar
 33 E MORNINGSIDE DR
 BLUFFTON, SC 29910-5859
 United States

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Visa | Last digits: 7388

Item(s) Subtotal: \$99.98
 Shipping & Handling: \$0.00
 Deal of the Day: -\$40.00

Billing address

Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Fire 2-pk Promo: -\$10.00

Total before tax: \$49.98

Estimated tax to be collected: \$3.50

Grand Total: \$53.48

Credit Card transactions

Visa ending in 7388: July 20, 2019: \$26.74

Visa ending in 7388: July 18, 2019: \$26.74

To view the status of your order, return to

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amazon.com

Order Placed: November 26, 2019
Amazon.com order number: 112-1022548-6337866
Order Total: \$53.34

Shipped on November 27, 2019

Items Ordered	Price
1 of: <i>ILS - VR Shooting Game Handgun Handle Controller Case VR Experience for HTC Vive</i>	\$48.86
Sold by: ILS_SHOP ()	
Condition: New	

Shipping Address:
chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Debit Card | Last digits: 9850

Item(s) Subtotal: \$48.86
Shipping & Handling: \$0.99

Billing address
chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$49.85
Estimated tax to be collected: \$3.49

Grand Total: \$53.34

Credit Card transactions

MasterCard ending in 9850: November 27, 2019: \$53.34

To view the status of your order, return to

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amazon.com

Order Placed: December 21, 2019
Amazon.com order number: 111-0289785-2881804
Order Total: \$8.55

Shipped on December 21, 2019

Items Ordered	Price
1 of: Warmstor 4-Pack USB 3.0 Male to Female Adapter 90 Degree Left Angle and Right Angle USB A M/F Cable Extender Connector	\$7.99
Sold by: Warmstor ()	
Condition: New	

Shipping Address:
chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
MasterCard | Last digits: 6951

Item(s) Subtotal: \$7.99
Shipping & Handling: \$0.00

Billing address
Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Total before tax: \$7.99
Estimated tax to be collected: \$0.56

Grand Total: \$8.55

Credit Card transactions

MasterCard ending in 6951: December 21, 2019: \$8.55

To view the status of your order, return to

© 1996-2020, Amazon.com, Inc. or its affiliates

amazon.com

Order Placed: March 2, 2020
Amazon.com order number: 111-8619777-6111434
Order Total: \$25.67

Shipped on March 3, 2020

Items Ordered	Price
1 of: <i>Everstone Tilt TV Wall Mount Bracket for Most 32-80 Inch LED,LCD,OLED,Plasma Flat Screen,Curved TVs,Low Profile,Up To VESA 600 x 400 and 165 LBS,Inclu</i>	\$23.99
Sold by: topstone (View Profile)	

Condition: New

Shipping Address:
Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
MasterCard | Last digits: 6951

Item(s) Subtotal: \$23.99
Shipping & Handling: \$0.00

Billing address
Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Total before tax: \$23.99
Estimated tax to be collected: \$1.68

Grand Total: \$25.67

Credit Card transactions

MasterCard ending in 6951: March 3, 2020: \$25.67

To view the status of your order, return to [Order Summary](#).

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Invoice

 [Print](#)

Order Date: 6/24/2019

Order Number: 100235405313

Billing Address:

isaiah burch
71 Summit Drive
Hilton Head Island, SC 29926
US

Shipping Address:

isaiah burch
71 Summit Drive
Hilton Head Island, SC 29926
US

Qty	Product Name	Price	Extended Price
2	VIVE HDMI 3-in-1 Cable • Boxed Shipment	\$39.99	\$79.98
		Sub-Total	\$79.98
		Shipping	\$19.00
		Tax	\$6.93
		Total	\$105.91

 [Print](#)

Return

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1 \$129.99



HTC Vive Controller

Billing Address

mariana figueroa

Hilton Head Island SC
29926
8435057182

Shipping Address

mariana figueroa

8435057182

Sub-Total: \$129.99
Shipping: \$14.00
Tax: \$10.08
Total: \$154.07

Payment Method:
MasterCard *9850

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amazon.com

Order Placed: January 2, 2020
Amazon.com order number: 112-5542049-2630607
Order Total: \$50.48

Shipped on January 4, 2020

Items Ordered	Price
2 of: <i>BBTO 150 Pack Disposable Mask Non-Woven Sanitary Eye Mask White Eye Mask Cover Compatible with VR Headset H-T-C Vive Virtual Reality Headset (Black)</i>	\$23.59
Sold by: Nuanchu () Product question?	
Condition: New	

Shipping Address:
 hilt n head helicopter
 52 GATEWAY CIR
 HILTON HEAD ISLAND, SC 29926-3758
 United States

Shipping Speed:
 One-Day Shipping

Payment information

Payment Method:
 Debit Card | Last digits: 9850

Billing address
 hilt n head helicopter
 52 GATEWAY CIR
 HILTON HEAD ISLAND, SC 29926-3758
 United States

Item(s) Subtotal:	\$47.18
Shipping & Handling:	\$0.00

Total before tax:	\$47.18
Estimated tax to be collected:	\$3.30

Grand Total:	\$50.48

To view the status of your order, return to

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amazon.com

Order Placed: November 26, 2019
Amazon.com order number: 112-8528610-0116228
Order Total: \$26.70

Shipped on November 29, 2019

Items Ordered	Price
1 of: <i>Kaizen Spirit VR [100 Count] Disposable VR Covers, VR Disposable Face Mask, VR Mask, VR Face Mask, Sanitary Masks, VR Mask Disposable, Virtual Reality Facemask, VR Disposable Cover, VR Sanitary Mask</i> Sold by: EasyShoppingDaily () Condition: New	\$24.95

Shipping Address:
chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 9850

Item(s) Subtotal: \$24.95
Shipping & Handling: \$0.00

Billing address
chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$24.95
Estimated tax to be collected: \$1.75

Grand Total: \$26.70

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amazon.com

Order Placed: November 26, 2019
Amazon.com order number: 112-3126704-2617842
Order Total: \$79.13

Shipped on November 27, 2019

Items Ordered	Price
1 of: <i>Sign Standoff Screws, 20 Pack, 3/4 x 1 inch, Stainless Steel Standoffs Holder Screws, Acrylic Standoff Mounting, Fit for Glass Panel, Plexiglas Picture</i> Sold by: ZABRINA ()	\$13.99
Condition: New	
4 of: <i>LED Strip Lights for 32-75 inch TV, Waterproof RGB USB Powered TV Led Backlight with APP Control, TV Led Backlight Kit for Flat Screen TV TV, PC, CAR</i> Sold by: miume ()	\$14.99
Condition: New	

Shipping Address:

chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: 9850

Item(s) Subtotal: \$73.95
Shipping & Handling: \$0.00

Billing address

chad william fath
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$73.95
Estimated tax to be collected: \$5.18

Grand Total: \$79.13

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Order Placed: January 3, 2020
Amazon.com order number: 112-2075865-3785814
Order Total: \$162.62

Shipped on January 5, 2020

Items Ordered	Price
2 of: <i>Ainfox LED Rope Lights, 150Ft 1620 LEDs Strip Lights Indoor Outdoor Waterproof LED Rope Lighting Decorative Lighting (Blue)</i>	\$75.99
Sold by: Ainfox ()	
Condition: New	

Shipping Address:
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 9850

Item(s) Subtotal: \$151.98
Shipping & Handling: \$0.00

Billing address
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$151.98
Estimated tax to be collected: \$10.64

Grand Total: \$162.62

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Order Placed: February 2, 2020
Amazon.com order number: 113-1952485-7125051
Order Total: \$23.52

Shipped on February 4, 2020

Items Ordered	Price
2 of: 200pcs LED Rope Light Clips Holder with 400 PCS Screws, Wobe Clear PVC Rope Light Mounting Clips 1/2 inches Plastic for Led Light Wall Mount and Bar Mount for Wedding Yard Party Sold by: haotech ()	\$10.99
Condition: New	

Shipping Address:
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
MasterCard | Last digits: 8715

Billing address
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Item(s) Subtotal:	\$21.98
Shipping & Handling:	\$0.00

Total before tax:	\$21.98
Estimated tax to be collected:	\$1.54

Grand Total:	\$23.52

Credit Card transactions

MasterCard ending in 8715: February 4, 2020: \$23.52

To view the status of your order, return to

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Final Details for Order #114-1444147-9646643
[Print this page for your records.](#)

Order Placed: March 14, 2020
Amazon.com order number: 114-1444147-9646643
Order Total: \$42.78

Shipped on March 16, 2020

Items Ordered	Price
2 of: <i>Linhuipad 100 Pack Sanitary VR Mask Disposable Face Cover Mask Hygiene VR Pads Prevent Eye Infections for HTC Vive, PS VR, Gear VR Oculus Rift, etc.</i>	\$19.99
Sold by: Said-ele (seller profile)	

Condition: New

Shipping Address:
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 9850

Billing address
hilt n head helicopter
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Item(s) Subtotal:	\$39.98
Shipping & Handling:	\$0.00

Total before tax:	\$39.98
Estimated tax to be collected:	\$2.80

Grand Total:	\$42.78

To view the status of your order, return to [Order Summary](#).

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Order Summary

Order Placed: March 24, 2020
Amazon.com order number: 111-5922849-2847441
Order Total: \$18.18

Shipped on March 26, 2020

Items Ordered Price
1 of: LED Strip Lights Dimmable Rope Lights 12V LED Light Strip White Under Cabinet Lighting Ultra Bright Vanity Lights 16.4ft LED Tape Light Non-Waterproof \$16.99
Sold by: RGH LIGHTING (F012279)
Condition: New

Shipping Address:
Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
MasterCard | Last digits: 6951

Item(s) Subtotal: \$16.99
Shipping & Handling: \$0.00

Billing address
Mariana figueroa
33 E MORNINGSIDE DR
BLUFFTON, SC 29910-5859
United States

Total before tax: \$16.99
Estimated tax to be collected: \$1.19

Grand Total: \$18.18

Credit Card transactions MasterCard ending in 6951: March 26, 2020: \$18.18

To view the status of your order, return to [View Summary](#).

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Gmail

1000Bulbs.com Order Confirmation

Thu, Feb 27, 2020 at 2:20 PM

1000bulbs.com <do-not-reply@1000bulbs.com>
Reply-To: "1000bulbs.com" <do-not-reply@1000bulbs.com>
To: Mariana figueroa <mariana@flyhhi.com>

Notice: This automated email is not monitored for replies.



1-800-624-4498

HOME

CUSTOMER SERVICE

RETURN POLICY

Thank you for your order! - You will receive an email with tracking information when your package(s) ships.

Account Manager:
Christopher Lakatos

Please contact our customer service department if you have additional questions. We appreciate your business!

Garland, TX 75041

p. 972-543-0581
f. 972-543-0582

Order # 7126277

Order Date: 02/27/2020 Customer #: 3227496

Payment Method

Credit Card Ending: 9850

Bill To

Mariana figueroa
hilton head helicopter tours
Mariana figueroa

Hilton Head Island, SC 29926
8435057182

Ship To

Mariana figueroa
hilton head helicopter tours
Mariana figueroa

Hilton Head Island, SC 29926
8435057182

Product	Qty	Price	Cost
FT2-UUNA38CLIP50PK (50 Pack) 3/8 in. - Rope Light Clear Mounting Clips with Screw - MDL-CLIP	8	\$2.40ea	\$19.20
Subtotal			\$19.20
Tax			\$1.34
Ground			\$11.33
Total			\$31.87



Final Details for Order #114-4796290-6685851
Print this page for your records.

Order Placed: September 26, 2019
Amazon.com order number: 114-4796290-6685851
Order Total: \$28.87

Shipped on September 27, 2019

Items Ordered

Price

1 of: *Lunies Disposable Hygiene Eye Mask with Sponge Mat and Magic Sticks Compatible for H-T-C Vive VR Virtual Reality Headset White* \$15.99

Sold by: Lunies ([seller profile](#))

Condition: New

1 of: *4K HDMI Cable 40 Feet, High Speed HDMI 2.0 Ultra HD Cord, Supports 4K 60Hz, 1440P 120Hz, HDCP 2.2 and ARC, 24AWG* \$39.99

Sold by: Dreambirdie ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

1 of: *JessicaAlba Fuse Box Coin Container Inner Storage Tray for Subaru XV/Crosstrek Forester Outback Legacy Impreza WRX STI* \$10.99

Sold by: BlueRandov ([seller profile](#))

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: 6590
Gift Card

Item(s) Subtotal: \$66.97
Shipping & Handling: \$0.00

Total before tax: \$66.97

Estimated tax to be collected: \$4.69

Billing address

Attachment D



Final Details for Order #114-8897108-0985821
Print this page for your records.

Order Placed: September 21, 2019
Amazon.com order number: 114-8897108-0985821
Order Total: \$91.89

Shipped on September 22, 2019

Items Ordered

1 of: *HP 63 | 2 Ink Cartridges | Black, Tri-color | F6U61AN, F6U62AN*
Sold by: Amazon.com Services LLC

Price
\$45.89

Condition: New

1 of: *Micca Speck G2 1080p Full-HD Ultra Portable Digital Media Player for USB Drives and SD/SDHC Cards*
Sold by: Tinbel Store ([seller profile](#)) | Product question? [Ask Seller](#)

\$39.99

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 3132

Item(s) Subtotal: \$85.88
Shipping & Handling: \$0.00

Billing address

Chad Fath
2112 BELVO RD
MIAMISBURG, OH 45342-3904
United States

Total before tax: \$85.88
Estimated tax to be collected: \$6.01

Grand Total: \$91.89

Credit Card transactions

Visa ending in 3132: September 22, 2019: \$91.89

Attachment D

Shipping Speed:
Two-Day Shipping

Shipped on September 1, 2019

Items Ordered

3 of: *HTC Vive Deluxe Audio Strap Foam Replacement - VR Cover*
Sold by: VR Cover ([seller profile](#))

Price
\$24.90

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: 6590

Item(s) Subtotal: \$106.06
Shipping & Handling: \$0.00

Billing address

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Total before tax: \$106.06
Estimated tax to be collected: \$7.42

Grand Total: \$113.48

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Attachment D



Final Details for Order #113-4375261-2481833
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Order Placed: August 29, 2019
Amazon.com order number: 113-4375261-2481833
Order Total: \$113.48

Shipped on September 5, 2019

Items Ordered

1 of: *ACE SELECT Protective Cages for HTC Vive Controllers HTC Vive Accessories Protection Covers (Cages Only)*
Sold by: DS. DISTINCTIVE STYLE ([seller profile](#))

Price
\$14.99

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

Two-Day Shipping

Shipped on September 1, 2019

Items Ordered

1 of: *2 Pack 16GB Sandisk Ultra Plus Class 10 48mb/s SDHC SD Memory Card SDSA016G-A46 UHS-I For Digital camera Nikon Canon Fujifilm Kodak*
Sold by: FC Ecom ([seller profile](#)) | Product question? [Ask Seller](#)

Price
\$16.37

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Attachment D

6/10/2020

Amazon.com - Order 114-4796290-6685851

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Gift Card Amount: -\$42.79

Grand Total: \$28.87

To view the status of your order, return to [Order Summary](#).

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Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 6590

Billing address
Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Item(s) Subtotal:	\$229.45
Shipping & Handling:	\$0.00

Total before tax:	\$229.45
Estimated tax to be collected:	\$16.05

Grand Total:	\$245.50

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Final Details for Order #114-9107464-2857829
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Order Placed: August 31, 2019
Amazon.com order number: 114-9107464-2857829
Order Total: \$245.50

Shipped on September 1, 2019

Attachment D

Items Ordered	Price
1 of: <i>NETGEAR Nighthawk Cable Modem CM1200 - Compatible with all Cable Providers including Xfinity by Comcast, Spectrum, Cox For Cable Plans Up to 2 Gigabits 4 x 1G Ethernet ports DOCSIS 3.1</i> Sold by: Amazon.com Services LLC Condition: New	\$164.99
1 of: <i>Cat7 Ethernet Cable 80Ft Black, Cat7 RJ45 Network Patch Cable Flat 10 Gigabit 600Mhz Lan Wire Cable Cord Shielded for Modem, Router, PC, Mac, Laptop, PS2, PS3, PS4, Xbox, and Xbox 360 Black</i> Sold by: Tanbin Direct (seller profile) Condition: New	\$23.99

Shipping Address:
Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:
Two-Day Shipping

Shipped on September 1, 2019

Items Ordered	Price
3 of: <i>Cat7 Ethernet Cable 40 FT Black, BUSOHE Cat-7 Flat RJ45 Computer Internet LAN Network Ethernet Patch Cable Cord - 40 Feet</i> Sold by: BUSOHE-US (seller profile) Condition: New	\$13.49

Shipping Address:



Final Details for Order #114-1449011-2843438
Print this page for your records.

Order Placed: September 17, 2019
Amazon.com order number: 114-1449011-2843438
Order Total: \$49.36

Shipped on September 18, 2019

Items Ordered

Price

1 of: *10 X Enfain 16GB USB Flash Drive 2.0 Memory Zip Pen Disk Green, Ideal for Tradeshows, and Other Event-related Marketing Strategies* \$29.99

Sold by: EnfainDirect

[\(seller profile\)](#)

Condition: New

1 of: *USB Flash Drive 128MB Pack of 10 USB 2.0 Memory Sticks - Small Capacity Zip Drive Swivel Pendrive - Green Data Stick Bulk Thumb Drives by FEBNISCTE* \$18.99

Sold by: Fbsctech

[\(seller profile\)](#)

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 3132

Billing address

Chad Fath
2112 BELVO RD
MIAMISBURG, OH 45342-3904
United States

Item(s) Subtotal: \$48.98
Shipping & Handling: \$0.00
Your Coupon Savings: -\$2.85

Total before tax: \$46.13
Estimated tax to be collected: \$3.23

Grand Total: \$49.36

Attachment D



Final Details for Order #114-4003167-6997039
Print this page for your records.

Order Placed: August 31, 2019
Amazon.com order number: 114-4003167-6997039
Order Total: \$213.98

Shipped on September 1, 2019

Items Ordered

1 of: *Essentials Racing Style Leather Gaming Chair - Ergonomic Swivel Computer, Office or Gaming Chair, Green (ESS-3085-GRN)* **Price** \$103.88

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Shipping Speed:

Two-Day Shipping

Shipped on Septe

CHAIR
215

Items Ordered

1 of: *Essentials Racing Style Leather Gaming Chair - Ergonomic Swi* (ESS-3085-GRN) **Price** \$103.88

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Attachment D

Shipping Speed:
Two-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 6590

Billing address
Hilton Head Helicopters
52 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-3758
United States

Item(s) Subtotal:	\$207.76
Shipping & Handling:	\$0.00
Your Coupon Savings:	-\$7.78

Total before tax:	\$199.98
Estimated tax to be collected:	\$14.00

Grand Total:	\$213.98

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Attachment D

4:29 ↖



< My Orders Order Details

Order #
W515982102

Bills to

Chad Fath

2112 Belvo Rd

Miamisburg OH 45342-4956

...

f.....i@yah

Payment

Mastercard

MAC
\$ 2,500.71

Subtotal

\$2,339.00

Shipping

\$8.00

Estimated Tax

\$164.29

Order Total _____

\$2,571.29



INVOICE

Date: Feb 1, 2020

Invoice #: 32739

Service Date Range

Jan 1, 2020 to Jan 31, 2020

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	5993	Glider Island License at 6¢ per Minute	\$ 0.49	1	\$ 0.49
2	6225	Smashbox Arena License at 8¢ per Minute	\$ 2.28	1	\$ 2.28
3	6310	Elven Assassin License at 6¢ per Minute	\$ 5.49	1	\$ 5.49
4	6320	Raw Data Arcade License at 6¢ per Minute	\$ 18.05	1	\$ 18.05
5	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 1.58	1	\$ 1.58
6	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 32.36	1	\$ 32.36
7	21579	Beat Saber License at 7¢ per Minute	\$ 7.02	1	\$ 7.02
8	22332	Beast Pets License at 6¢ per Minute	\$ 0.33	1	\$ 0.33
9	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 1.01	1	\$ 1.01
10	31603	Trickster VR: Co-op Dungeon Crawler License at 7¢ per Minute	\$ 2.23	1	\$ 2.23
11	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 3.66	1	\$ 3.66
12	36575	Hoops VR License at 7¢ per Minute	\$ 3.6	1	\$ 3.60
13	36679	ABC Paint License at 4¢ per Minute	\$ 1.84	1	\$ 1.84
14	39533	Vacation Simulator License at 10¢ per Minute	\$ 1.69	1	\$ 1.69

Attachment D

#	ID	Item Name	Price	Amount	Total
15	39977	TO THE TOP License at 8¢ per Minute	\$ 0.21	1	\$ 0.21
16	39978	The Bellows License at 4¢ per Minute	\$ 0.74	1	\$ 0.74
17	45490	BAAM SQUAD License at 6¢ per Minute	\$ 0.03	1	\$ 0.03
18	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 2.8	1	\$ 2.80
19	47440	Titans of Space PLUS License at 6¢ per Minute	\$ 0.53	1	\$ 0.53
20	50986	Arcade LA Deadzone License at 6¢ per Minute	\$ 0.48	1	\$ 0.48

Total:

Subtotal	\$ 86.42
TOTAL	\$ 86.42 USD



INVOICE

Date: Dec 1, 2019

Invoice #: 29945

Service Date Range

Nov 1, 2019 to Nov 30, 2019

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman, OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	5990	Just In Time Incorporated License at 6¢ per Minute	\$ 1.83	1	\$ 1.83
2	5993	Glider Island License at 6¢ per Minute	\$ 0.3	1	\$ 0.30
3	6225	Smashbox Arena License at 8¢ per Minute	\$ 4.69	1	\$ 4.69
4	6230	Space Pirate Trainer License at 10¢ per Minute	\$ 1.25	1	\$ 1.25
5	6310	Elven Assassin License at 6¢ per Minute	\$ 2.74	1	\$ 2.74
6	6320	Raw Data Arcade License at 6¢ per Minute	\$ 39.88	1	\$ 39.88
7	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 4.11	1	\$ 4.11
8	6446	Audioshield License at 8¢ per Minute	\$ 0.6	1	\$ 0.60
9	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 1.67	1	\$ 1.67
10	6582	Dead Effect 2 VR License at 9¢ per Minute	\$ 2.2	1	\$ 2.20
11	6585	Nature Treks VR License at 8¢ per Minute	\$ 1.09	1	\$ 1.09
12	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 50.64	1	\$ 50.64
13	21579	Beat Saber License at 7¢ per Minute	\$ 7.27	1	\$ 7.27
14	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 0.5	1	\$ 0.50
15	22332	Beast Pets License at 6¢ per Minute	\$ 0.82	1	\$ 0.82

Attachment D

#	ID	Item Name	Price	Amount	Total
16	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 10.89	1	\$ 10.89
17	31603	Trickster VR: Co-op Dungeon Crawler License at 7¢ per Minute	\$ 2.66	1	\$ 2.66
18	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 7.09	1	\$ 7.09
19	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 0.15	1	\$ 0.15
20	36575	Hoops VR License at 7¢ per Minute	\$ 1.87	1	\$ 1.87
21	36674	Everyday Golf VR License at 6¢ per Minute	\$ 6.25	1	\$ 6.25
22	39533	Vacation Simulator License at 10¢ per Minute	\$ 7.68	1	\$ 7.68
23	39977	TO THE TOP License at 8¢ per Minute	\$ 1.43	1	\$ 1.43
24	39978	The Bellows License at 4¢ per Minute	\$ 0.76	1	\$ 0.76
25	45493	Summer Funland License at 7¢ per Minute	\$ 8.82	1	\$ 8.82
26	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 3.46	1	\$ 3.46
27	47440	Titans of Space PLUS License at 6¢ per Minute	\$ 0.54	1	\$ 0.54
28	50986	Arcade LA Deadzone License at 6¢ per Minute	\$ 0.66	1	\$ 0.66
29	50987	Lifeliqe VR Museum License at 99¢ per Minute	\$ 4.61	1	\$ 4.61

Total:

Subtotal	\$ 176.46
TOTAL	\$ 176.46 USD



INVOICE

Date: Dec 1, 2019

Invoice #: 29945

Service Date Range

Nov 1, 2019 to Nov 30, 2019

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	5990	Just In Time Incorporated License at 6¢ per Minute	\$ 1.83	1	\$ 1.83
2	5993	Glider Island License at 6¢ per Minute	\$ 0.3	1	\$ 0.30
3	6225	Smashbox Arena License at 8¢ per Minute	\$ 4.69	1	\$ 4.69
4	6230	Space Pirate Trainer License at 10¢ per Minute	\$ 1.25	1	\$ 1.25
5	6310	Elven Assassin License at 6¢ per Minute	\$ 2.74	1	\$ 2.74
6	6320	Raw Data Arcade License at 6¢ per Minute	\$ 39.88	1	\$ 39.88
7	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 4.11	1	\$ 4.11
8	6446	Audioshield License at 8¢ per Minute	\$ 0.6	1	\$ 0.60
9	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 1.67	1	\$ 1.67
10	6582	Dead Effect 2 VR License at 9¢ per Minute	\$ 2.2	1	\$ 2.20
11	6585	Nature Treks VR License at 8¢ per Minute	\$ 1.09	1	\$ 1.09
12	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 50.64	1	\$ 50.64
13	21579	Beat Saber License at 7¢ per Minute	\$ 7.27	1	\$ 7.27
14	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 0.5	1	\$ 0.50
15	22332	Beast Pets License at 6¢ per Minute	\$ 0.82	1	\$ 0.82

Attachment D

#	ID	Item Name	Price	Amount	Total
16	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 10.89	1	\$ 10.89
17	31603	Trickster VR: Co-op Dungeon Crawler License at 7¢ per Minute	\$ 2.66	1	\$ 2.66
18	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 7.09	1	\$ 7.09
19	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 0.15	1	\$ 0.15
20	36575	Hoops VR License at 7¢ per Minute	\$ 1.87	1	\$ 1.87
21	36674	Everyday Golf VR License at 6¢ per Minute	\$ 6.25	1	\$ 6.25
22	39533	Vacation Simulator License at 10¢ per Minute	\$ 7.68	1	\$ 7.68
23	39977	TO THE TOP License at 8¢ per Minute	\$ 1.43	1	\$ 1.43
24	39978	The Bellows License at 4¢ per Minute	\$ 0.76	1	\$ 0.76
25	45493	Summer Funland License at 7¢ per Minute	\$ 8.82	1	\$ 8.82
26	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 3.46	1	\$ 3.46
27	47440	Titans of Space PLUS License at 6¢ per Minute	\$ 0.54	1	\$ 0.54
28	50986	Arcade LA Deadzone License at 6¢ per Minute	\$ 0.66	1	\$ 0.66
29	50987	Lifelique VR Museum License at 99¢ per Minute	\$ 4.61	1	\$ 4.61

Total:

Subtotal	\$ 176.46
TOTAL	\$ 176.46 USD



INVOICE

Date: Nov 1, 2019

Invoice #: 27968

Service Date Range

Oct 1, 2019 to Oct 31, 2019

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	5990	Just In Time Incorporated License at 6¢ per Minute	\$ 1.02	1	\$ 1.02
2	5992	Island 359 License at 8¢ per Minute	\$ 0.62	1	\$ 0.62
3	5993	Glider Island License at 6¢ per Minute	\$ 0.77	1	\$ 0.77
4	6225	Smashbox Arena License at 8¢ per Minute	\$ 1.21	1	\$ 1.21
5	6310	Elven Assassin License at 6¢ per Minute	\$ 7.71	1	\$ 7.71
6	6320	Raw Data Arcade License at 6¢ per Minute	\$ 41.51	1	\$ 41.51
7	6352	Skyfront VR License at 8¢ per Minute	\$ 1.82	1	\$ 1.82
8	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 8.24	1	\$ 8.24
9	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 7.84	1	\$ 7.84
10	6585	Nature Treks VR License at 8¢ per Minute	\$ 3.59	1	\$ 3.59
11	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 110.83	1	\$ 110.83
12	21579	Beat Saber License at 7¢ per Minute	\$ 12.63	1	\$ 12.63
13	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 5.33	1	\$ 5.33
14	22332	Beast Pets License at 6¢ per Minute	\$ 0.91	1	\$ 0.91
15	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 4.2	1	\$ 4.20

Attachment D

#	ID	Item Name	Price	Amount	Total
16	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 4.72	1	\$ 4.72
17	36575	Hoops VR License at 7¢ per Minute	\$ 5.19	1	\$ 5.19
18	36674	Everyday Golf VR License at 6¢ per Minute	\$ 3.08	1	\$ 3.08
19	36679	ABC Paint License at 4¢ per Minute	\$ 0.21	1	\$ 0.21
20	39533	Vacation Simulator License at 10¢ per Minute	\$ 2.1	1	\$ 2.10
21	39977	TO THE TOP License at 8¢ per Minute	\$ 1.53	1	\$ 1.53
22	39978	The Bellows License at 4¢ per Minute	\$ 1.55	1	\$ 1.55
23	45490	BAAM SQUAD License at 6¢ per Minute	\$ 2.41	1	\$ 2.41
24	45493	Summer Funland License at 7¢ per Minute	\$ 2.31	1	\$ 2.31
25	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 8.06	1	\$ 8.06
26	47440	Titans of Space PLUS License at 6¢ per Minute	\$ 0.41	1	\$ 0.41
27	50987	Lifelique VR Museum License at 99¢ per Minute	\$ 1.76	1	\$ 1.76

Total:

Subtotal	\$ 241.56
TOTAL	\$ 241.56 USD

**INVOICE**

Date: Oct 1, 2019

Invoice #: 26812

Service Date Range

Sep 1, 2019 to Sep 30, 2019

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman, OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	6225	Smashbox Arena License at 8¢ per Minute	\$ 1.46	1	\$ 1.46
2	6230	Space Pirate Trainer License at 10¢ per Minute	\$ 0.52	1	\$ 0.52
3	6310	Elven Assassin License at 6¢ per Minute	\$ 3.2	1	\$ 3.20
4	6320	Raw Data Arcade License at 8¢ per Minute	\$ 21.96	1	\$ 21.96
5	6352	Skyfront VR License at 8¢ per Minute	\$ 0.16	1	\$ 0.16
6	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 7.87	1	\$ 7.87
7	6445	Cowbots and Aliens License at 8¢ per Minute	\$ 1.19	1	\$ 1.19
8	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 1.43	1	\$ 1.43
9	6585	Nature Treks VR License at 8¢ per Minute	\$ 0.37	1	\$ 0.37
10	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 60.7	1	\$ 60.70
11	21579	Beat Saber License at 7¢ per Minute	\$ 12.74	1	\$ 12.74
12	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 0.07	1	\$ 0.07
13	22332	Beast Pets License at 6¢ per Minute	\$ 0.19	1	\$ 0.19
14	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 0.19	1	\$ 0.19

Attachment D

#	ID	Item Name	Price	Amount	Total
15	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 24.46	1	\$ 24.46
16	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 0.85	1	\$ 0.85
17	36575	Hoops VR License at 7¢ per Minute	\$ 0.26	1	\$ 0.26
18	36674	Everyday Golf VR License at 6¢ per Minute	\$ 4.36	1	\$ 4.36
19	36679	ABC Paint License at 4¢ per Minute	\$ 0.48	1	\$ 0.48
20	39977	TO THE TOP License at 8¢ per Minute	\$ 4.29	1	\$ 4.29
21	45490	BAAM SQUAD License at 6¢ per Minute	\$ 0.32	1	\$ 0.32
22	45493	Summer Funland License at 7¢ per Minute	\$ 4.32	1	\$ 4.32
23	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 4.21	1	\$ 4.21
24	47440	Titans of Space PLUS License at 6¢ per Minute	\$ 1.03	1	\$ 1.03

Total:

Subtotal	\$ 156.63
TOTAL	\$ 156.63 USD



INVOICE

Date: Sep 1, 2019

Invoice #: 25352

Service Date Range

Aug 1, 2019 to Aug 31, 2019

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	5990	Just In Time Incorporated License at 8¢ per Minute	\$ 3.84	1	\$ 3.84
2	5992	Island 359 License at 8¢ per Minute	\$ 3.98	1	\$ 3.98
3	5993	Glider Island License at 6¢ per Minute	\$ 3.72	1	\$ 3.72
4	6225	Smashbox Arena License at 8¢ per Minute	\$ 50.07	1	\$ 50.07
5	6230	Space Pirate Trainer License at 10¢ per Minute	\$ 4.14	1	\$ 4.14
6	6238	QuiVr License at 6¢ per Minute	\$ 7.52	1	\$ 7.52
7	6310	Elven Assassin License at 6¢ per Minute	\$ 22.29	1	\$ 22.29
8	6320	Raw Data Arcade License at 8¢ per Minute	\$ 105.15	1	\$ 105.15
9	6352	Skyfront VR License at 8¢ per Minute	\$ 1.26	1	\$ 1.26
10	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 21.54	1	\$ 21.54
11	6445	Cowbots and Aliens License at 8¢ per Minute	\$ 2.78	1	\$ 2.78
12	6446	Audioshield License at 8¢ per Minute	\$ 2.86	1	\$ 2.86
13	6510	Loco Dojo License at 6¢ per Minute	\$ 2.72	1	\$ 2.72
14	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 9.36	1	\$ 9.36
15	6585	Nature Treks VR License at 8¢ per Minute	\$ 2.69	1	\$ 2.69

Attachment D

#	ID	Item Name	Price	Amount	Total
16	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 194.39	1	\$ 194.39
17	21579	Beat Saber License at 7¢ per Minute	\$ 75.53	1	\$ 75.53
18	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 15.25	1	\$ 15.25
19	22332	Beast Pets License at 6¢ per Minute	\$ 7.41	1	\$ 7.41
20	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 13.6	1	\$ 13.60
21	31296	Onward License at 8¢ per Minute	\$ 1.48	1	\$ 1.48
22	31603	Trickster VR: Co-op Dungeon Crawler License at 7¢ per Minute	\$ 2.63	1	\$ 2.63
23	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 88.48	1	\$ 88.48
24	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 26.24	1	\$ 26.24
25	36575	Hoops VR License at 7¢ per Minute	\$ 12.28	1	\$ 12.28
26	36674	Everyday Golf VR License at 6¢ per Minute	\$ 12.39	1	\$ 12.39
27	36679	ABC Paint License at 4¢ per Minute	\$ 8.49	1	\$ 8.49
28	39533	Vacation Simulator License at 10¢ per Minute	\$ 19.47	1	\$ 19.47
29	39533	Vacation Simulator License at 10¢ per Minute	\$ 17.65	1	\$ 17.65
30	39977	TO THE TOP License at 8¢ per Minute	\$ 22.07	1	\$ 22.07
31	39978	The Bellows License at 4¢ per Minute	\$ 3.44	1	\$ 3.44
32	45490	BAAM SQUAD License at 6¢ per Minute	\$ 9.14	1	\$ 9.14
33	45493	Summer Funland License at 7¢ per Minute	\$ 8.06	1	\$ 8.06
34	46443	theBlu: Season 1 (Home Edition) License at 6¢ per Minute	\$ 2.87	1	\$ 2.87

Total:

Subtotal \$ 784.79

TOTAL \$ 784.79 USD



INVOICE

Date: Aug 1, 2019

Invoice #: 23770

Service Date Range
Jul 1, 2019 to Jul 31, 2019

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman , OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	5934	Drunkn Bar Fight License at 7¢ per Minute	\$ 0.97	1	\$ 0.97
2	5990	Just In Time Incorporated License at 8¢ per Minute	\$ 3.88	1	\$ 3.88
3	5992	Island 359 License at 8¢ per Minute	\$ 2.36	1	\$ 2.36
4	5993	Glider Island License at 6¢ per Minute	\$ 1.51	1	\$ 1.51
5	6225	Smashbox Arena License at 8¢ per Minute	\$ 13.61	1	\$ 13.61
6	6230	Space Pirate Trainer License at 10¢ per Minute	\$ 6.07	1	\$ 6.07
7	6238	QuiVr License at 6¢ per Minute	\$ 8.05	1	\$ 8.05
8	6310	Elven Assassin License at 6¢ per Minute	\$ 7.55	1	\$ 7.55
9	6320	Raw Data Arcade License at 8¢ per Minute	\$ 70.3	1	\$ 70.30
10	6352	Skyfront VR License at 8¢ per Minute	\$ 0.77	1	\$ 0.77
11	6383	Richie's Plank Experience License at 10¢ per Minute	\$ 47.25	1	\$ 47.25
12	6445	Cowbots and Aliens License at 8¢ per Minute	\$ 3.62	1	\$ 3.62
13	6446	Audioshield License at 8¢ per Minute	\$ 1.66	1	\$ 1.66
14	6510	Loco Dojo License at 6¢ per Minute	\$ 0.93	1	\$ 0.93
15	6577	AFFECTED: The Manor License at 8¢ per Minute	\$ 7.29	1	\$ 7.29

Attachment D

#	ID	Item Name	Price	Amount	Total
16	6585	Nature Treks VR License at 8¢ per Minute	\$ 3.88	1	\$ 3.88
17	12341	Arizona Sunshine Arcade License at 10¢ per Minute	\$ 304.21	1	\$ 304.21
18	21579	Beat Saber License at 7¢ per Minute	\$ 77.92	1	\$ 77.92
19	21606	Zombie Training Simulator License at 6¢ per Minute	\$ 8.96	1	\$ 8.96
20	22332	Beast Pets License at 6¢ per Minute	\$ 3.14	1	\$ 3.14
21	26153	STAND OUT : VR Battle Royale License at 6¢ per Minute	\$ 14.24	1	\$ 14.24
22	27708	GORN License at 11¢ per Minute	\$ 11.47	1	\$ 11.47
23	31296	Onward License at 8¢ per Minute	\$ 3.17	1	\$ 3.17
24	31603	Trickster VR: Co-op Dungeon Crawler License at 7¢ per Minute	\$ 5.26	1	\$ 5.26
25	35399	SUPERHOT VR: Arcade Edition License at 6¢ per Minute	\$ 117.66	1	\$ 117.66
26	36564	RollerCoaster Legends License at 15¢ per Minute	\$ 42.9	1	\$ 42.90
27	36575	Hoops VR License at 7¢ per Minute	\$ 15.84	1	\$ 15.84
28	36674	Everyday Golf VR License at 6¢ per Minute	\$ 9.88	1	\$ 9.88
29	36679	ABC Paint License at 4¢ per Minute	\$ 8.94	1	\$ 8.94
30	39977	TO THE TOP License at 8¢ per Minute	\$ 36.08	1	\$ 36.08
31	39978	The Bellows License at 4¢ per Minute	\$ 9.67	1	\$ 9.67

Total:

Subtotal	\$ 849.04
TOTAL	\$ 849.04 USD



INVOICE

Date: Mar 1, 2020

Invoice #: 35415

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal	\$ 120.00
Discount (10% Off)	\$ -12.00
TOTAL	\$ 108.00 USD



INVOICE

Date: Feb 1, 2020
Invoice #: 33574

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman, OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal	\$ 120.00
Discount (10% Off)	\$ -12.00
TOTAL	\$ 108.00 USD



INVOICE

Date: Jan 1, 2020
Invoice #: 32039

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman, OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal	\$ 120.00
Discount (10% Off)	\$ -12.00
TOTAL	\$ 108.00 USD



INVOICE

Date: Dec 1, 2019

Invoice #: 29644

Business Details:

Springboard Virtual Reality, LLC
 1 (855) 728-7155
 3750 W Main St Ste AA
 Norman , OK 73072
 United States
 Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
 843-505-7182
 38 gateway circle
 Hilton Head, SC 29926
 US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal	\$ 120.00
Discount (10% Off)	\$ -12.00
TOTAL	\$ 108.00 USD



INVOICE

Date: Nov 1, 2019

Invoice #: 28987

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman , OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal \$ 120.00
TOTAL \$ 120.00 USD



INVOICE

Date: Oct 1, 2019

Invoice #: 27308

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman , OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal \$ 120.00
TOTAL \$ 120.00 USD



INVOICE

Date: Sep 1, 2019
Invoice #: 25918

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman , OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal \$ 120.00
TOTAL \$ 120.00 USD

**INVOICE**

Date: Aug 1, 2019

Invoice #: 24468

Business Details:

Springboard Virtual Reality, LLC
1 (855) 728-7155
3750 W Main St Ste AA
Norman , OK 73072
United States
Tax ID: 32-0515565

Customer Details:

Atomic VR Hilton Head
843-505-7182
38 gateway circle
Hilton Head, SC 29926
US

#	ID	Item Name	Price	Amount	Total
1	-	4 x Standard Monthly Plan (Tier 1 at \$30.00 / month)	\$ 30	4	\$ 120.00

Total:

Subtotal	\$ 120.00
TOTAL	\$ 120.00 USD



March 5, 2020
Invoice Number: 086194304030520
Account Number: 202-086194304-001
Security Code: 7942
Service At: 38 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-375

Auto Pay Notice

SPECTRUM BUSINESS NEWS

Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 1-866-892-4249

NOTE: Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

Summary

Services from 03/04/20 through 04/03/20
details on following pages

Previous Balance	349.98
Payment Received - Thank You	-349.98
Remaining Balance	\$0.00
Spectrum Business™ Internet	299.99
Spectrum Business™ Voice	49.99
Current Charges	\$349.98
YOUR AUTO PAY WILL BE PROCESSED 03/21/20	
Total Due by Auto Pay	\$349.98

Important Change to Our Remit Address. The PO Box where you mail your monthly Spectrum Business payment has changed. Please update our address in your accounting system for accurate payment processing.

Overpaying for mobile service? Grab your current mobile bill, then visit SpectrumMobile.com to see how much you can save in 3 easy steps with the Spectrum Mobile Savings Calculator. Or, call 1-855-443-9956 to learn more about how much you can save with Spectrum Mobile.



Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

March 5, 2020

HILTON HEAD HELICOPTERS LLC

Invoice Number: 086194304030520
Account Number: 202-086194304-001
Service At: 38 GATEWAY CIR
HILTON HEAD ISLAND, SC 29926-375

Total Due by Auto Pay \$349.98

Every Month



4145 S. Falkenburg Rd Riverview, FL 33578-8652
6810 0232 NO RP 05 03052020 NNNNNNNN 01 005626 0017

CHAD FATH
38 GATEWAY CIR
HILTON HEAD ISLAND SC 29926-3758



TIME WARNER CABLE
PO BOX 4617
CAROL STREAM, IL 60197-4617



Attachment D

Hilton Head Helicopters
Payroll Costs since inception to July 3rd, 2020

Employee	2019	2020	Lifetime Costs
Gregory D Bryan	\$ 11,963.25	\$ 13,347.25	\$ 25,310.50
Peyton Bullock		\$ 273.00	\$ 273.00
Mariana Figueroa Hobler	\$ 10,000.00	\$ 12,000.00	\$ 22,000.00
Thomas Figueroa Hobler	\$ 2,549.30	\$ 2,503.80	\$ 5,053.10
Linda J Swinson	\$ 820.50	\$ 606.75	\$ 1,427.25
Chad Fath		\$ 4,000.00	\$ 4,000.00
Ginger Shields		\$ 4,000.00	\$ 4,000.00
Totals	\$ 25,333.05	\$ 36,730.80	\$ 62,063.85

Hilton Head Helicopters LLC
38 Gateway Circle
Hilton Head Island, SC 29926

01-Jan-2019 to 31-Dec-2019

Desktop Payroll processed by Accounting Services

Employee YTD Summary

Employee	Period	Hours	Gross	Fed W/H	Soc Sec	Med Care	Med Care Addl	State W/H	Net Pay
Thomas A Figueroa Hobler	9/27/2019	24.05	312.65	-1.00	-19.38	-4.53	-	-3.76	283.98
654-14-9717	QTD	24.05	312.65	-1.00	-19.38	-4.53	-	-3.76	283.98
	YTD	24.05	312.65	-1.00	-19.38	-4.53	-	-3.76	283.98

Attachment D

Attachment D

a Employee's SSN 654-14-9717		b Employer identification number (EIN) 30-1208119				OMB No. 1545-0008	
c Employer's name, address, and ZIP code HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIRCLE HILTON HEAD ISLAND SC 29926		1 Wgs, tips, other compn 312.65	2 Fed inc tax withheld 1.00	3 Social security wages 312.65		Form W-2 Wage and Tax Statement 2019 Copy B To Be Filed with Employee's FEDERAL Tax Return This information is being furnished to the Internal Revenue Service.	
		4 SS tax withheld 19.38	5 Medicare wages & tips 312.65	6 Medicare tax withheld 4.53			
		7 Social security tips	8 Allocated tips	9			
d Control number		10 Depdnt care benefits	11 Nonqualified plans	12a			
e Employee's name, address, and ZIP code Suff. THOMAS A FIGUEROA HOBLER 43 FERGUSON LANE HILTON HEAD ISLAND SC 29926		13 Statutory employee. <input type="checkbox"/>	14 Other	12b			
		Retirement plan . . <input type="checkbox"/>		12c			
		Third-party sick pay <input type="checkbox"/>		12d			
15 State SC	Employer's state ID number 104079417	16 State wages, tips, etc 312.65	17 State income tax 3.76	18 Local wages, tips, etc	19 Local income tax	20 Locality name	

REV 04/09/20 QBDT

Department of the Treasury — IRS

a Employee's SSN 654-14-9717		b Employer identification number (EIN) 30-1208119				OMB No. 1545-0008	
c Employer's name, address, and ZIP code HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIRCLE HILTON HEAD ISLAND SC 29926		1 Wgs, tips, other compn 312.65	2 Fed inc tax withheld 1.00	3 Social security wages 312.65		Form W-2 Wage and Tax Statement 2019 Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.	
		4 SS tax withheld 19.38	5 Medicare wages & tips 312.65	6 Medicare tax withheld 4.53			
		7 Social security tips	8 Allocated tips	9			
d Control number		10 Depdnt care benefits	11 Nonqualified plans	12a			
e Employee's name, address, and ZIP code Suff. THOMAS A FIGUEROA HOBLER 43 FERGUSON LANE HILTON HEAD ISLAND SC 29926		13 Statutory employee. <input type="checkbox"/>	14 Other	12b			
		Retirement plan . . <input type="checkbox"/>		12c			
		Third-party sick pay <input type="checkbox"/>		12d			
15 State SC	Employer's state ID No. 104079417	16 State wages, tips, etc 312.65	17 State income tax 3.76	18 Local wages, tips, etc	19 Local income tax	20 Locality name	

REV 04/09/20 QBDT

a Employee's SSN 654-14-9717		b Employer identification number (EIN) 30-1208119				OMB No. 1545-0008	
c Employer's name, address, and ZIP code HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIRCLE HILTON HEAD ISLAND SC 29926		This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.					
		1 Wgs, tips, other compn 312.65	2 Fed inc tax withheld 1.00	3 Social security wages 312.65		Form W-2 Wage and Tax Statement 2019 Copy C For EMPLOYEE'S RECORDS. (See Notice to Employee.)	
		4 SS tax withheld 19.38	5 Medicare wages & tips 312.65	6 Medicare tax withheld 4.53			
7 Social security tips	8 Allocated tips	9					
d Control No.		10 Depdnt care benefits	11 Nonqualified plans	12a			
e Employee's name, address, and ZIP code Suff. THOMAS A FIGUEROA HOBLER 43 FERGUSON LANE HILTON HEAD ISLAND / SC 29926		13 Statutory employee. <input type="checkbox"/>	14 Other	12b			
		Retirement plan . . <input type="checkbox"/>		12c			
		Third-party sick pay <input type="checkbox"/>		12d			
15 State SC	Employer's state ID No. 104079417	16 State wages, tips, etc 312.65	17 State income tax 3.76	18 Local wages, tips, etc	19 Local income tax	20 Locality name	

REV 04/09/20 QBDT

Attachment D

b Employer's identification number c Employer's name, address, and ZIP code		30-1208119 HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIR HILTON HEAD ISLAND SC 29926		12a See instructions for Box 12	1 Wages, tips, other compensation	2 Federal income tax withheld
				\$	2236.65	39.55
				\$	2236.65	138.67
				\$	2236.65	32.43
				\$		
e Employee's first name and initial Last name		12222354		This information is being furnished to the Internal Revenue Service		
				9 Verification code		
				10 Dependent care benefits		
				11 Nonqualified plans		
				13 <input type="checkbox"/> Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		
				14 Other		
f Employee's address and ZIP code		12222354		Copy B To Be Filed with Employee's FEDERAL Tax Return		
				a Employee's soc. sec. no. 654-14-9717		
15 State	Employer's state I.D. No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
SC	104079417	2236.65	35.35			
Form W-2 Wage and Tax Statement 2019 Department of the Treasury-Internal Revenue Service				OMB # 1545-0008		Copy B To Be Filed With Employee's FEDERAL Tax Return

b Employer's identification number c Employer's name, address, and ZIP code		30-1208119 HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIR HILTON HEAD ISLAND SC 29926		12a See instructions for Box 12	1 Wages, tips, other compensation	2 Federal income tax withheld
				\$	2236.65	39.55
				\$	2236.65	138.67
				\$	2236.65	32.43
				\$		
e Employee's first name and initial Last name		12222354		This information is being furnished to the Internal Revenue Service		
				9 Verification code		
				10 Dependent care benefits		
				11 Nonqualified plans		
				13 <input type="checkbox"/> Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		
				14 Other		
f Employee's address and ZIP code		12222354		Copy 2 for State, City, or Local Tax Departments		
				a Employee's soc. sec. no. 654-14-9717		
15 State	Employer's state I.D. No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
SC	104079417	2236.65	35.35			
Form W-2 Wage and Tax Statement 2019 Department of the Treasury-Internal Revenue Service				OMB # 1545-0008		Copy 2 To Be Filed With Employee's STATE, CITY, or LOCAL Tax Departments

REV 12/23/19 OSP

b Employer's identification number c Employer's name, address, and ZIP code		30-1208119 HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIR HILTON HEAD ISLAND SC 29926		12a See instructions for Box 12	1 Wages, tips, other compensation	2 Federal income tax withheld
				\$	2236.65	39.55
				\$	2236.65	138.67
				\$	2236.65	32.43
				\$		
e Employee's first name and initial Last name		12222354		This information is being furnished to the Internal Revenue Service		
				9 Verification code		
				10 Dependent care benefits		
				11 Nonqualified plans		
				13 <input type="checkbox"/> Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		
				14 Other		
f Employee's address and ZIP code		12222354		Copy 2 for State, City, or Local Tax Departments		
				a Employee's soc. sec. no. 654-14-9717		
15 State	Employer's state I.D. No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
SC	104079417	2236.65	35.35			
Form W-2 Wage and Tax Statement 2019 Department of the Treasury-Internal Revenue Service				OMB # 1545-0008		Copy 2 To Be Filed With Employee's STATE, CITY, or LOCAL Tax Departments

b Employer's identification number c Employer's name, address, and ZIP code		30-1208119 HILTON HEAD HELICOPTERS LLC 38 GATEWAY CIR HILTON HEAD ISLAND SC 29926		12a See instructions for Box 12	1 Wages, tips, other compensation	2 Federal income tax withheld
				\$	2236.65	39.55
				\$	2236.65	138.67
				\$	2236.65	32.43
				\$		
e Employee's first name and initial Last name		12222354		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.		
				9 Verification code		
				10 Dependent care benefits		
				11 Nonqualified plans		
				13 <input type="checkbox"/> Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		
				14 Other		
f Employee's address and ZIP code		12222354		Copy C for Employee's Records (see notice to Employee on back)		
				a Employee's soc. sec. no. 654-14-9717		
15 State	Employer's state I.D. No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
SC	104079417	2236.65	35.35			
Form W-2 Wage and Tax Statement 2019 Department of the Treasury-Internal Revenue Service				OMB # 1545-0008		Copy C For Employee's Records

Attachment D

06/05/2020

Thomas A. Figueroa Hobler

0.00

NON-NEGOTIABLE

****This is not a check. *****Advice of deposit only****

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island SC 29926

Pay Period: 05/16/2020 - 05/29/2020

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

PAY	Hours	Rate	Current	YTD
Regular Pay	23.30	13.00	302.90	1,407.90

TAXES	Current	YTD
Federal Income Tax	0.00	32.60
Social Security	18.78	87.29
Medicare	4.39	20.41
SC Income Tax	2.97	22.96

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

OTHER PAY	Current	YTD

DEDUCTIONS	Current	YTD

Pay Period
05/16/2020 - 05/29/2020

BENEFITS	Used	Available

Pay Date
06/05/2020

SUMMARY	Current	YTD
Total Pay	\$302.90	\$1,407.90
Taxes	\$26.14	\$163.26
Deductions	\$0.00	\$0.00

NET PAY: \$276.76
Acct#.....7326: \$276.76

MEMO:

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

PAY	Hours	Rate	Current	YTD
Regular Pay	23.30	13.00	302.90	1,407.90

TAXES	Current	YTD
Federal Income Tax	0.00	32.60
Social Security	18.78	87.29
Medicare	4.39	20.41
SC Income Tax	2.97	22.96

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

OTHER PAY	Current	YTD

DEDUCTIONS	Current	YTD

Pay Period
05/16/2020 - 05/29/2020

BENEFITS	Used	Available

Pay Date
06/05/2020

SUMMARY	Current	YTD
Total Pay	\$302.90	\$1,407.90
Taxes	\$26.14	\$163.26
Deductions	\$0.00	\$0.00

NET PAY: \$276.76
Acct#.....7326: \$276.76

MEMO:

Attachment D

02/28/2020

Thomas A. Figueroa Hobler

0.00

NON-NEGOTIABLE

****This is not a check. *****Advice of deposit only****

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island SC 29926

Pay Period: 02/08/2020 - 02/21/2020

Thomas A. Figueroa Hobler 43 Ferguson Lane Hilton Head Island SC, 29926	<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
	Regular Pay	12.00	13.00	156.00	1,105.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	32.60
Social Security	9.67	68.51
Medicare	2.26	16.02
SC Income Tax	0.33	19.99

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

Pay Period
02/08/2020 - 02/21/2020

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
02/28/2020

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$156.00	\$1,105.00
Taxes	\$12.26	\$137.12
Deductions	\$0.00	\$0.00

MEMO:

NET PAY: **\$143.74**
Acct#....7326: \$143.74

Thomas A. Figueroa Hobler 43 Ferguson Lane Hilton Head Island SC, 29926	<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
	Regular Pay	12.00	13.00	156.00	1,105.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	32.60
Social Security	9.67	68.51
Medicare	2.26	16.02
SC Income Tax	0.33	19.99

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

Pay Period
02/08/2020 - 02/21/2020

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
02/28/2020

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$156.00	\$1,105.00
Taxes	\$12.26	\$137.12
Deductions	\$0.00	\$0.00

MEMO:

NET PAY: **\$143.74**
Acct#....7326: \$143.74

Attachment D

01/17/2020

Thomas A. Figueroa Hobler

0.00

NON-NEGOTIABLE

****This is not a check. *****Advice of deposit only****

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island SC 29926

Pay Period: 12/28/2019 - 01/10/2020

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

PAY	Hours	Rate	Current	YTD
Regular Pay	44.00	13.00	572.00	949.00

TAXES	Current	YTD
Federal Income Tax	26.05	32.60
Social Security	35.47	58.84
Medicare	8.29	13.76
SC Income Tax	13.62	19.66

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

OTHER PAY	Current	YTD

DEDUCTIONS	Current	YTD

Pay Period
12/28/2019 - 01/10/2020

Pay Date
01/17/2020

MEMO:

BENEFITS	Used	Available

SUMMARY	Current	YTD
Total Pay	\$572.00	\$949.00
Taxes	\$83.43	\$124.86
Deductions	\$0.00	\$0.00

NET PAY: \$488.57
Acct#.....7326: \$488.57

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

PAY	Hours	Rate	Current	YTD
Regular Pay	44.00	13.00	572.00	949.00

TAXES	Current	YTD
Federal Income Tax	26.05	32.60
Social Security	35.47	58.84
Medicare	8.29	13.76
SC Income Tax	13.62	19.66

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

OTHER PAY	Current	YTD

DEDUCTIONS	Current	YTD

Pay Period
12/28/2019 - 01/10/2020

Pay Date
01/17/2020

MEMO:

BENEFITS	Used	Available

SUMMARY	Current	YTD
Total Pay	\$572.00	\$949.00
Taxes	\$83.43	\$124.86
Deductions	\$0.00	\$0.00

NET PAY: \$488.57
Acct#.....7326: \$488.57

Attachment D

01/03/2020

Thomas A. Figueroa Hobler

0.00

NON-NEGOTIABLE

****This is not a check. *****Advice of deposit only****

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island SC 29926

Pay Period: 12/14/2019 - 12/27/2019

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	29.00	13.00	377.00	377.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	6.55	6.55
Social Security	23.37	23.37
Medicare	5.47	5.47
SC Income Tax	6.04	6.04

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
12/14/2019 - 12/27/2019

Pay Date
01/03/2020

MEMO:

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$377.00	\$377.00
Taxes	\$41.43	\$41.43
Deductions	\$0.00	\$0.00

NET PAY: **\$335.57**
Acct#....7326: \$335.57

Thomas A. Figueroa Hobler
43 Ferguson Lane
Hilton Head Island
SC, 29926

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	29.00	13.00	377.00	377.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	6.55	6.55
Social Security	23.37	23.37
Medicare	5.47	5.47
SC Income Tax	6.04	6.04

Hilton Head Helicopters LLC
38 gateway cir
Hilton Head Island
SC, 29926

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
12/14/2019 - 12/27/2019

Pay Date
01/03/2020

MEMO:

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$377.00	\$377.00
Taxes	\$41.43	\$41.43
Deductions	\$0.00	\$0.00

NET PAY: **\$335.57**
Acct#....7326: \$335.57

The image contains two promotional cards. The top card is for 'Adventure Center' and 'Fly, h.h.i. Helicopter Tours'. The 'Adventure Center' card is black with white and yellow text, offering a \$5 off per person discount with promo code 5PP. The 'Fly, h.h.i.' card features a yellow helicopter and text indicating tours starting at \$39, with website flyhhi.com and phone number 843.505.7182. The bottom card is for 'Atomic VR' and 'Escape Reality', showing a person in a VR headset and a blue arrow graphic. It includes the text 'Experience VR Gaming at its best on Hilton Head' and contact information: www.atomicvrhhi.com and Phone: 843.715.4972.

ADVENTURE CENTER

2 AMAZING ADVENTURES
1 AWESOME LOCATION

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PER PERSON
PROMO CODE: 5PP

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38 GATEWAY CIRCLE
www.ADVENTUREHHI.COM

Fly, h.h.i.
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Helicopter Tours
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EXPERIENCE VR GAMING AT ITS BEST ON HILTON HEAD

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SAFE + SPECTACULAR HELICOPTER TOURS

Conveniently Located on Hilton Head Island!



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MID-ISLAND OF HILTON HEAD



38 Gateway Circle
Hilton Head Island, SC 29926
www.flyHHI.com | 843.505.7182



From 278 take Dillon Rd.
Go 3/4 mile and turn left on Gateway Circle.
Continue straight on Gateway Circle to our building



★ ★ ★ ★ ★
Awesome fun for the whole family!

RESERVATIONS REQUIRED.
CALL TODAY!



(843) 505-7182
WWW.ATOMICVRHHI.COM
WWW.ADVENTUREHHI.COM



ESCAPE REAL!

HILTON HEAD ISLAND'S FIRST
AND ONLY VIRTUAL REALITY ARCADE





- 38 Gateway Cir, Hilton Head Island, SC - 843.505.7182 -



Photo courtesy of Hilton Head Helicopter Tours

28 TAKE A HELICOPTER TOUR OVER THE LOWCOUNTRY

There is a great family adventure available in both Hilton Head and Savannah - helicopter tours! From the air you get a unique perspective and whole new feel for the Lowcountry.

You'll see miles of beaches and meandering creeks teeming with wildlife. Fly over beautiful bridges, marinas and lighthouses. Take in a multitude of Sea Islands (including restricted Monkey Island), historic downtown Savannah, a Marine base, or even Civil War forts. Fly while sipping champagne, or fly onto Daufuskie Island for a horseback ride on the beach.

This is a great fun for all ages, from infants to seniors. Celebrate an anniversary, engagement, or even a birthday. These tours allow you to check one off your bucket list.

Helicopter flights are very smooth, and pilots encourage you to bring a camera to capture such a memorable experience. Tours vary in duration, from a quick introductory tour to more extensive adventures. There are some restrictions. Tours may be cancelled due to weather.

Hilton Head Helicopter Tours (843-505-7182) Ad p. 32



Hospitality LLC

ONE STOP HOSPITALITY, LLC

Attachment B
1001-A East Harmony Road #523 • Fort Collins, CO 80525
Phone/Fax #1 303.801.0524 • Phone/Fax #2 877.516.6378
Information Email: info@guestdirectory.com • Artwork Email: artwork@guestdirectory.com

SPONSOR'S AGREEMENT

Type of Publication: Guest Directory Key Card TV Channel Tent Map Other

Placement Location: RMC PROP MGMT / Island MGMT (Kingston Cove / Brigantine Quarters)

Business Name: Hilton Head Helicopter Tours

Street Address: 38 GATEWAY CIR.

Mailing Address/P.O. Box (if different from above): _____

Phone # 843-505-7182 Fax # _____ Cell # _____

E-mail: Marianap@lyhhi.com State SC Zip Code 29926

City: Hilton Head

We agree to purchase a DISPLAY SPACE in the above mentioned publication.

Ad Size: 1/4 Regular 1/4 Horizontal 1/2 Regular 1/2 Vertical Full

Color Ad Black & White Ad (2)

Proof Required: Yes No if yes, by Mail by Fax by E-mail

Payment options: Credit Card, Fax Check, ACH and/or Check

Bank Routing #: _____

Bank Acct. #: _____ Initials: _____

*Balance due net 30 days unless otherwise noted.

Ad Cost	\$ 300.00
Setup Fee	\$ 0
Paper Proof (UPS)	\$ 20.00
TOTAL:	\$ 300.00
AMOUNT PAID	\$ 100.00
BALANCE DUE	\$ 200.00
Digital Ad Price	\$ 200.00
AMOUNT PAID	\$ 50.00
BALANCE DUE	\$ 150.00
Check #	_____

Credit Card Information:

Credit Card #: 5573 0350 0392 9850

Name on Card: CHAD WILLIAM FATH / HILTON HEAD HELICOPTER

Billing Address: 38 GATEWAY CR

City: Hilton Head, SC Zip Code: 29926

Amount: 150 NOW / 1350 MAR 31/20 Expiration Date: 02/22/14

Make Checks Payable to One Stop Hospitality, LL or Pay Securely Online: www.guestdirectory.com

THIS CONTRACT IS NON-CANCELLABLE BY SPONSOR. SPONSOR ACKNOWLEDGES FULL AND COMPLETE UNDERSTANDING OF THE TERMS CONTAINED HEREIN. SPONSOR FURTHER ACKNOWLEDGES UPON SIGNING THIS CONTRACT THAT HE/SHE HAS NOT RELIED UPON ANY PROMISES, STATEMENTS OR REPRESENTATIONS OTHER THAN CONTAINED HEREIN AND HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT. (AD PLACEMENT REQUESTS ARE NOT GUARANTEED)

PUBLISHER RESERVES THE RIGHT TO ALTER THE SIZE OF THIS SPONSORSHIP IN ORDER TO MORE ACCURATELY FIT THE STYLE OF THE PRODUCT CHOSEN BY THE HOTEL. IF ALTERATION RESULTS IN A SMALLER SPONSORSHIP SIZE, PUBLISHER MAY GIVE PREMIUMS TO ADVERTISER WHICH, IN PUBLISHER'S SOLE DISCRETION, ARE AT LEAST EQUAL TO VALUE OF THE DIFFERENCE IN COST BETWEEN THE SPONSORSHIP SIZES. SUCH PREMIUMS WILL COMPENSATE ADVERTISER FOR THE REDUCED SPONSORSHIP SIZE AND SHALL ADVERTISER'S SOLE REMEDY FOR THE REDUCED SPONSORSHIP. UNLESS OTHERWISE INSTRUCTED, THE PRINTER RESERVES THE RIGHT TO DELETE OR REARRANGE COPY AS SPACE APPEARANCE DICTATES. APPLICABLE SERVICE CHARGES WILL BE APPLIED TO ANY UNPAID BALANCE OVER 30 DAYS. ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES & INTEREST WILL BE PAID BY SPONSOR. SPONSOR HEREBY SUBMITS ITSELF TO THE JURISDICTION OF ANY COURT LOCATED IN LARIMER COUNTY, COLORADO FOR THE PURPOSE OF RESOLVING DISPUTES FROM THIS AGREEMENT.

PUBLISHER SHALL NOT BE HELD RESPONSIBLE FOR NON-PUBLISHER RELATED INCIDENTS THAT AFFECT THE ONE YEAR'S EXPOSURE SUCH AS HOTEL NAME OR FRANCHISE CHANGE, MANAGEMENT CHANGE, HOUSEKEEPING ERROR OR DISTRIBUTION ERROR OF ANY PUBLISHING CLIENT. THIS CONTRACT SHALL BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS OF THE PARTIES HERETO AND ANY OR ALL NEW OWNERS.

ONE STOP HOSPITALITY, LLC RESERVES THE RIGHT TO TRANSFER AND INSTALL ADVERTISING AT NEAREST AVAILABLE LOCATION IN THE EVENT THE ABOVE MENTIONED LOCATION CLOSES OR BECOMES UNAVAILABLE AS A LOCATION FOR PLACEMENT.

SPONSOR AGREES TO A SERVICE CHARGE OF 1.5% PER MONTH (18% APR WHICH IS ADDED TO ALL OVERDUE ACCOUNTS). SPONSOR IS ALSO RESPONSIBLE FOR ALL REASONABLE ATTORNEY AND COLLECTION FEES.

Authorized Signature for Sponsor: Mariane P... Title: Manager

Name Printed or Typed: Mariane P...

Date: 3/10/20 By: AD

Signature of One Stop Hospitality, LLC Representative

A COPY OF THIS CONTRACT MUST BE MADE AT THE ONE STOP HOSPITALITY, LLC HOME OFFICE.

Clear Mind Graphics

Invoice • #000076

\$1,481.53

Paid on December 19, 2019

Invoice 3405 Attached

Invoice #000076

December 19, 2019

Bill To

Mariana Figueroa
Hilton Head Helicopter Tours
mariana@flyhhi.com

Additional Recipients

fath_heli@yahoo.com

[Download Invoice PDF](#)

We appreciate your business.

Pay Invoice Online	\$1,481.53
Enter Amount to Pay Towards Invoice	
Subtotal	\$1,481.53
Total	\$1,481.53

Payments

CUSTOMER CONTRACT

Vendor / Business Name Adventure Center of Hilton Head		Account # 4041-3-J, 4044-3-J	Contract Date 10/8/2019
Mailing Address 38 Gateway Circle		City Hilton Head Island	State SC
Business Phone 843-505-7182	Cell	Fax	Alternate PI
Email(s) mariana@flyhhi.com, chad@flyhhi.com			IC (official u T01
Primary Contact First Name Mariana	Last Name Figueroa	Size and Product(s) Full Square Ad - Jackets	
One Year Advertising Term at Venue Grand Hilton Head Inn, Best Western Ocean Breeze Inn - Hilton Head Island, SC			
Special Instructions/ Additional Venue(s) Full Square on each hotel 4041-3-J and 4044-3-J			
Advertising	USD \$	2590.00	Account Representative(s)
Discount Due	USD \$	800.00	Kevin Wible ext 323
Deposit According to Terms	USD \$	1790.00	
Balance Due 30 Days	USD \$	0	

PAYMENT INFORMATION



THIS CONTRACT SHALL NOT BE CANCELLED, ONLY MODIFICATION BY WRITING SHALL BE ACCEPTED. REFER TO SPECIAL INSTRUCTIONS FOR SPECIAL PLACEMENT, TECH MODIFICATIONS OR ANY OTHER DISCO

Credit Card 5573 0350 0392 9850	Expiration Month 08	Expiration Year 2022
Billing Address (if different from mailing address)	City	State
Name Chad William Fath	Signature	

WELCOME TO VELOCITY! YOUR NEXT STEP IS TO EMAIL YOUR ARTWORK TO ART@GOVE

We offer true, simple business solutions leading the industry by providing excellent targeted marketing campaigns for organically growing your business.

The term of this contract shall commence when said collateral is delivered to venue and shall run for a period of one (1) year. Velocity LLC shall perform its obligation of the date of execution, or if circumstances otherwise require, within a period of time that is commercially reasonable for Velocity. Due to any event outside of force majeure, Velocity may, in its sole discretion, decide to give the advertiser an alternative venue of equal or greater value. Advertiser shall send Velocity del of artwork within two (2) weeks of the date of execution. All artwork designed by Velocity shall remain the property of Velocity. If advertiser chooses to mail in or payment, the advertiser agrees to use a card for the sale amount until check arrives. If advertiser has an outstanding balance owed to Velocity on any invoice or if advertiser fails to deliver artwork required above, advertiser acknowledges that delinquency in printing may occur. In the event advertiser withdraws within invoice, fees may be issued for credit, charge backs/ voided checks. Velocity's total maximum liability under this contract is capped to the above total purchase terms determined by advertiser and Sales Consultant, along with proper jurisdiction and venue in Portland, OR. This contract constitutes the entire agreement with regard to the subject matter covered, except with an attached exclusive offer adjustment form. There shall be no refunds given upon acceptance of this

www.govelocity.com • 10250 SW Greenburg Road Suite 200 • Portland, OR 97223 • (503) 255-1111

Start

Adventure Center of Hilton
4041-3-J, 4044-3-J
10/8/2019
38 Gateway Circle
Hilton Head Island
SC
29926
843-505-7182
T01
Mariana
Figueroa
Full Square Ad - Jackets

3 / 3

I agree to the [Terms of Use](#), have reviewed the [Consumer Disclosure](#) and agree to do business electronically with Velocity LLC



Click to Sign

Language: English: US

Grand Hilton Head Inn, B

ISLAND COMMUNICATIONS
 PO Box 5511
 Hilton Head Island, SC 29938
 US
 843-757-9889
 accounting@hiltonhead.com



Statement

TO
 Isaiah Burch
 Adventure Center
 71 Summit Dr.
 Hilton Head, SC 29926

STATEMENT NO. 3115
DATE 10/01/2019
TOTAL DUE \$2,362.50
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
08/31/2019	Balance Forward		0.00
09/01/2019	Invoice #8062	600.00	600.00
09/01/2019	Invoice #8096	531.25	1,131.25
09/16/2019	Invoice #8148	100.00	1,231.25
10/01/2019	Invoice #8176	600.00	1,831.25
10/01/2019	Invoice #8227	531.25	2,362.50

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
1,231.25	1,131.25	0.00	0.00	0.00	\$2,362.50

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ROUTE 1
DISTRIBUTION
CONTRACT

AGREEMENT made this _____ day of _____, 20__ between
ADVENTURE CENTER hereinafter called the Advertiser, and ISLAND
COMMUNICATIONS a South Carolina limited partnership, with its principal office and place
of business at Hilton Head Island, SC, hereinafter called the Distributor.

WHEREAS, the Distributor distributes brochures and provides space in its
Information Centers.

WHEREAS, the Advertiser wishes to have the Distributor distribute its brochures
in the Information Centers.

In consideration of mutual covenants hereinafter contained on the reverse the
Advertiser agrees to Purchase and the Distributor agrees to provide space in the
Information Centers as follows:

LENGTH OF CONTRACT: March 1, 2020 - February 28, 2021

BILLED MONTHLY: Annual cost of \$2,400.00;
Billed monthly as follows: March – October @ \$300.00 per month

DISTRIBUTION WILL BEGIN: March 1, 2020

ADVERTISER:

ISLAND COMMUNICATIONS:

By: Adventure Center

By: Blane Raley

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

CONTRACT OF GUARANTY

For and in consideration of the extension of credit by Island Communications to the
advertiser named in the contract set forth above, the below signed guarantor personally,
individually and unconditionally assumes full and primary responsibility for the payment of all
sums due as a result of the above contract and its extensions. No demand upon the Advertiser is
necessary to establish guarantor's liability.

Personally Guaranteed By

Signature:

Mariana Figueroa

Print name:

Mariana Figueroa

Address: 38 Gateway Circle, HHI SC 29926



Website Agreement

Agreement made September 3rd, 2019 between Adventure Center herein after called the Advertiser, and Island Communications, a South Carolina Partnership with its principal office and place of business at Bluffton, SC, hereinafter called the Webmaster:

Space/Position

Hilton Head Newsletter: September/ October - Level 2

Total: \$100 Web Address: www.flyhhi.com Contact Name: Mariana Figueroa

Phone: (843) 505-7182

Email: mariana@flyhhi.com

Address: 38 Gateway Circle, Hilton Head Island, SC 29926

Advertiser Signature: _____ **Date:** _____

Island Communications Account Executive: Blane Raley

Island Communications
40 Persimmon Street, Ste 102
Bluffton, SC 29910
843-757-9889 | blane@hiltonhead.com

The above named Advertiser hereby agrees to purchase from Island Communications advertising space on the newsletter for Hilton Head. The Advertiser listed on this contract understands that Island Communications does not guarantee the results of this contract. The Advertiser further understands that any interruption of service on the above-mentioned websites can occur and Island Communications will act as swiftly as possible to reinstate the service. Interruptions of service that occur as a result of conditions that are out of Island Communications direct control (power outages, acts of God, etc.) do not apply.



Website Agreement

Agreement made **December 10th, 2019** between **Adventure Center** herein after called the Advertiser, and Island Communications, a South Carolina Partnership with its principal office and place of business at Bluffton, SC, hereinafter called the Webmaster:

Space/Position: **hiltonheadisland.com**

Featured Listing on Family Fun Page (Activities) \$750.00

Space/Position: **hiltonhead.com**

Featured Listing on Family Fun Page (Activities) \$750.00

Annual Gross Cost	\$1,500.00
Less multi-discount	<u>-\$450.00</u>
Annual Net Cost	\$1,050.00

Length of Contract: 1 year Begin Date: 3/1/2020 End Date: 2/29/2021

Total Net: \$1,050.00

Contact Name: Mariana Figueroa Title: Marketing Manager

Web Address: www.flyhhi.com

Physical Address: 38 Gateway Circle Hilton Head Island, SC 29926

Billing Address: 71 Summit Drive Hilton Head Island, SC 29926

Phone: 843-505-7182

Email: Mariana@flyhhi.com

Signature: _____

Hiltonheadisland.com Representative: Blane Raley

The above named Advertiser hereby agrees to purchase from Island Communications advertising space on the websites www.hiltonheadisland.com and www.hiltonhead.com. Island Communications or Advertiser reserves the right to cancel advertising (links or sponsorships) on hiltonheadisland.com with a 30-day written notice. The Advertiser listed on this contract understands that Island Communications does not guarantee the results of this contract. The Advertiser further understands that any interruption of service on hiltonheadisland.com can occur and Island Communications will act as swiftly as possible to reinstate the service. Interruptions of service that occur as a result of conditions that are out of Island Communications Control.

ISLAND COMMUNICATIONS
PO Box 5511
Hilton Head Island, SC 29938
US



INVOICE

BILL TO

Mariana Figueroa
Adventure Center
71 Summit Dr.
Hilton Head, SC 29926

INVOICE # 8401

DATE 12/01/2019

DUE DATE 12/31/2019

TERMS End of the Month

DESCRIPTION	AMOUNT
12/01/2019 Island Events - 1/2 Page Ad	531.25

Thank you for your business!

BALANCE DUE

\$531.25

PA 12/6

Island Events | Lowcountry Leisure Guide | Savannah Scene | Island Information Centers
Hiltonhead.com | Hiltonheadisland.com | Savannah.com | Bluffton.com | Beaufort.com

Please email billing questions to accounting@hiltonhead.com. Thank you!

OFFICE (843) 757-9889 | FAX (843) 757-9189

Attachment D

SERG

P.O. Box 22851
Hilton Head Island, SC 29925
US
843-715-0344
serg@serggroup.com
www.serggroup.com

BILL TO

Mariana Figueroa
Fly HHI - Hilton Head Helicopter

INVOICE 1529

DATE 03/11/2020 TERMS Net 30

DUE DATE 04/10/2020

ACTIVITY	QTY	RATE	AMOUNT
Advertising Space:2020 Advertising Full Page - 2020-2021 SERG Menu Guide	1	3,350.00	3,350.00

PAYMENT 500.00

TOTAL DUE \$2,850.00



**HILTON HEAD ISLAND-BLUFFTON
CHAMBER OF COMMERCE**

Serving the South Carolina Lowcountry

Invoice

Chad Fath
Hilton Head Helicopter Tours
38 Gateway Circle
Hilton Head Island, SC 29926

Invoice: **74875** **01/06/2020**
Due: **\$1,045.00** **01/06/2020**
Account: 00054994

Customer Copy

2020 Chamber Website Advertising (7244)

Start-End: Wed 01/15/2020 07:00 AM - 11:59 PM

<u>Order</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Charges</u>
81167	Tier 1 Premier Activity - Native Ad #3	1.00 EA	\$1,545.00/ EA	\$1,545.00
Total Charges:				\$1,545.00

Previous Payments
06/03/2020 Payment EV-CHK 1097

Amount
\$-500.00

Invoice Summary

Total Services: \$1,545.00
Total Taxes: \$0.00
Total Charges: \$1,545.00
Total Payments: \$-500.00
Total Amount Due: \$1,045.00

Additional Information:
1st of 2 invoices = \$3090.00
Contracted Dates: 01/15/20-01/14/21

Attachment D



HILTON HEAD ISLAND • BLUFFTON
CHAMBER OF COMMERCE

Invoice

Chad Fath
Hilton Head Helicopter Tours
71 Summit Drive
Hilton Head Island, SC 29926

Invoice: 74301 09/24/2019
Due: \$1,290.00 09/24/2019
Account: 00054994

Customer Copy

2020 Vacation Planner (7213)

Start-End: Mon 07/01/2019 07:00 AM - 11:59 PM

Order	Description	Units	Rate	Charges
80530	Activities - 1/2 PAGE			\$1,290.00

Total Charges: \$1,290.00

Invoice Summary

Total Services:	\$1,290.00
Total Taxes:	\$0.00
Total Charges:	\$1,290.00
Total Payments:	\$0.00
Total Amount Due:	\$1,290.00

CBL170



101 Things To Do

P. O. Box 23465 • HILTON HEAD ISLAND, SC 29925 • Phone: (843) 682-3205 • Fax: (843) 682-3205

ADVERTISING AGREEMENT

NAME OF COMPANY: HILTON HEAD HELICOPTER TOURS DBA: _____

BILLING ADDRESS: 38 GATEWAY CIRCLE, HILTON HEAD ISLAND, SC 29926

PHYSICAL ADDRESS: same

CONTACT(S) (Name/Position): CHAD & MARIANA

PHONE: 702-232-4555 (Chad cell) FAX: _____ EMAIL: chad@flyhhi.com; mariana@flyhhi

843-505-7182 (Mariana cell)

ISSUE OF FIRST INSERTION:	<u>FEBRUARY, 2020</u>	COST PER MONTH: \$	<u>810</u>	DISCOUNT(%):	<u>20</u>
LENGTH OF CONTRACT:	<u>12</u> Months (<u>2</u> Issues)	NET COST PER MONTH: \$	<u>650</u>	NUMBER OF MONTHS TO BE BILLED:	<u>10</u>
AD SIZE:	Full _____ Quarter _____	Half (<u>2</u>) _____ Other _____	TOTAL CONTRACT AMOUNT: \$	<u>6500</u>	PLUS ADDITIONAL CHARGES (if any, one time): \$ <u>N/A</u>

TERMS AND CONDITIONS

- AGREEMENT:** The undersigned Advertiser hereby agrees to advertise in "101 Things to Do" for 12 months beginning FEBRUARY, 2020. This Agreement is made between 101, INC., hereafter referred to as "Publisher", and HILTON HEAD HELICOPTER TOURS, hereafter referred to as the "Advertiser". If the Advertiser's business is closed or sold, this contract remains the liability of the business.
- SCHEDULE OF PAYMENT:** The total sum of \$ 6500 (plus one-time charges) shall be paid in 10 monthly payments of \$ 650, beginning upon publication. One-time charges will be billed in the first invoice of publication. Payment for any advertising shall be due ten (10) days from date of invoice. A late fee of \$50 per month per invoice will be added to accounts not paid within thirty (30) days of invoicing.
- OTHER SPECIAL TERMS AND CONDITIONS:** As agreed upon by the Publisher and the Advertiser, the following special terms and conditions shall apply:
Customer to receive two (2) months free (December, 2019 & January, 2020).
Advertiser's Initials (XX) _____ Publisher's Initials _____
- TERMAND RENEWAL:** The term of this Agreement shall be 12 months. **This Agreement automatically renews at the end of said term unless the Advertiser gives written notice terminating this Agreement at least sixty (60) days prior to the next publication date (i.e., by May 1 for July publication, and by December 1 for February publication).** The term of this Agreement shall be automatically extended continually for five (5) years or until terminated by such notice. The Publisher may terminate this Agreement at any time for any reason.
- BREACH:** In the event the Advertiser breaches any term of this contract, the entire amount of the contract becomes due and payable at once. An invoice that is unpaid ninety (90) days after the date of invoicing is considered such a breach. The Advertiser shall pay all costs incurred in the collection of said amount, the cost to include but not be limited to collection costs, collection agency fees, reasonable attorney's fees, and court costs.
- ERRORS:** Advertiser agrees to hold Publisher harmless from any errors, mistakes or misprints. It is the Advertiser's responsibility to examine the advertisement(s) prior to publication. The Advertiser shall be furnished a proof of the advertisement(s) for approval prior to publication via email or paper copy. Failure or neglect to sign a proof does not remove customer liability.
- PUBLISHER'S RIGHT:** The Publisher reserves the right to edit, revise or reject any advertising. The Advertiser agrees to indemnify and hold harmless the Publisher against any loss, damage, cost and expense (including without limitation, attorney's fees) which the Publisher may incur, or become liable for, by reason of any and all claims of actions for libel, violation of any rights of privacy, plagiarism, copyright infringement and any and all other claims of any kind or nature in connection with advertising matter published pursuant to this Agreement.
- EDITORIAL CONTENT:** This publication's editorial content is absolutely independent of this Agreement. Under no circumstances does the Publisher guarantee any editorial content for any Advertiser. Advertiser dissatisfaction with the editorial content or accuracy is not a basis for non-payment by the Advertiser.
- SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- WAIVER OF CONTRACTUAL RIGHT:** The failure or either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- APPLICABLE LAW:** This Agreement shall be governed by the laws of the County of Beaufort, State of South Carolina.

AGREED TO BY:

(XX) _____
ADVERTISER'S AUTHORIZED REPRESENTATIVE SIGNATURE / DATE

(XX) _____
ADVERTISER'S PRINTED SIGNATURE

(XX) _____
PUBLISHER'S AUTHORIZED REPRESENTATIVE SIGNATURE / DATE

I hereby personally guarantee full payment of this contract by the contracting Advertiser.

(XX) _____
SIGNATURE / DATE

(XX) _____
PRINTED SIGNATURE / TITLE

- FULL COLOR MAGAZINE DISTRIBUTED FOR 30 WEEKS
- 7 DAY CARIBBEAN CRUISE SWEEPSTAKES GIVEAWAY
- VIP TEXTING SERVICE
- ONLINE DEALS PROGRAM
- INTERACTIVE MOBILE TAGGING
- PLACEMENT ON WEBSITE
- 50 TV SPOTS

the BEST of MAGAZINE

20058 VENTURA BLVD • #103 • WOODLAND HILLS • CA 91364 • 818-573-5443

SALES AGREEMENT - VIP / TV

Contract #: VIP-18149

LOCATION OF AD:	FRONT COVER	BACK COVER	SIZE OF AD:	1/2 Page	1/4 Page	1/2 Vertical
	INSIDE FRONT COVER	INSIDE BACK COVER		1/3 Page	Full Page	1/4 Vertical

Date: 12/13/19 Account Executive: Susan Lilly

PARTIES: The Parties of this contract are; The Best Of Magazine (PUBLISHER) and ADVERTISER:

Advertiser: Avion Center
 Business Address: 38 Gateway Ct
 City: Hilton Head State: SC Zip Code: 29926
 Contact: MARIANA Phone: 843 585 7188
 Alt Phone: _____ Fax: _____
 Email: MARIANA@FLYHHI.COM Renewal Multiple
 Website: _____

PRICE:

Price Per Week	\$ <u>33.50</u>
# Of Weeks	x 30 Weeks
Price For 30 Weeks	= \$ <u>1005</u>
Setup Fee	+ \$295.00
Total Price	= \$ <u>1300</u>

PAYMENT TERMS:

OPTION 1:
Proof / 30 / 60

Deposit	\$
Check Number	#
Balance Due	\$

DISTRIBUTION: Magazine will be distributed at the following location:

Distribution Point: Harris Teeter Store: OWS
DISTRIBUTION POINT IS NOT A PARTY TO THIS CONTRACT
 Distribution Address: 33 Oxford Way, 10 Pope St
 City: Hilton Head State: SC Address: Hilton Head Zip Code: SC

Advertiser agrees to pay the remaining balance of \$ _____ in 3 consecutive payments commencing with Proof, 30 days and 60 days thereafter.

Due On Proof	\$
Due In 30 Days	\$
Due In 60 Days	\$

SUBJECT OF SALE: THIS IS A NON EXCLUSIVE CONTRACT. PLEASE MAKE CHECKS PAYABLE TO THE BEST OF MAGAZINE

In accordance with the terms and conditions hereinafter set forth, please enter our order for one advertising space in your The Best Of Magazine for 30 weeks at \$ 33.50 per week plus setup fee as indicated. The Best of Magazine will support each advertising campaign by promoting "Daily Deals" through opt in targeted VIP Texting. The Best of Magazine will promote Our Towns Deals and VIP Texting through its extensive print and electronic media distribution network. The Best Of Magazine will support each advertising campaign by running 60 promotional advertising spots on local television, directing viewers on what special offers & coupons are available in the issue. Each MAGAZINE promo spot will be tagged with advertisers coupons/offers with voice over narration. Ad program will include being listed on Website in distributor's zip code and Cruise Sweepstakes Giveaway Contest. Ad may also include Interactive Mobile Tagging and placement on Online Deals program. Magazine Print Department requires payment on receipt of proof. Second payment is due 30 days from contract date. Final payment is due 60 days from contract date.

<input checked="" type="checkbox"/> Sweepstakes Giveaway: Check this box if you wish to participate in our Sweepstakes giveaway and receive promotional items such as posters and entry cards.	<input checked="" type="checkbox"/> Online Deals Program: Check this box if you wish to participate in our online deals program.
---	---

Ad Copy: Directions on how to upload your artwork will be sent directly to you via email.

Ad Copy: Advertiser acknowledges that all ad copy must accompany this agreement and authorizes publisher to create a generic ad in the absence thereof for advertisers review. Proof is considered to be received on the same day it is forwarded to the email address indicated above, advertiser agrees to return it to publisher with ad copy changes within five (5) days of email notification. If not returned, publisher is authorized to use copy as per proof.
Ad Copy Changes: Advertiser has only one (1) opportunity to submit ad copy changes at no charge. Any additional changes will result in a \$85.00 fee. Changes will not be made after five (5) business days.

Print Advertiser Name: MARIANA FIGUEROA Owner Corporate Officer
 Advertiser's Signature: _____ Title: OWNER

SEE REVERSE FOR ADDITIONAL TERMS.

2019-205-30-VIP-TV

OPTION 2:

Future Dated Checks

Advertiser agrees to pay the balance of \$ _____ with 3 checks, a deposit check \$ _____ dated today and 2 additional future dated checks \$ _____ each dated 30 days apart from date of sale. Advertiser authorizes The Best Of Magazine to deposit checks as each become due.

Deposit Paid Today	\$ <u>433.33</u>
Check #1	# <u>CC</u>
30 Day FDC #2	\$ <u>433.33</u>
Check #2	# <u>CC</u>
Check Date #2:	<u>1/13/20</u>
60 Day FDC #3	\$ <u>433.33</u>
Check #3	# <u>CC</u>
Check Date #3:	<u>2/13/20</u>

Attachment D

Wiren Publishing, Inc DBA
DISCOVERY MAP OF ASHEVILLE, NC
DISCOVERY MAP OF HENDERSONVILLE, NC
DISCOVERY MAP OF GREENVILLE, SC
DISCOVERY MAP OF HILTON HEAD ISLAND, SC
DISCOVERY MAP OF SAVANNAH, GA
 PO Box 2814
 Bluffton, SC 29910
 (843) 815-5655
 larswiren@discoverymap.com

Invoice



DATE	INVOICE #
1/14/2020	1200

BILL TO
Adventure Center 38 Gateway Circle Hilton Head, SC. 29926

Terms	Due Date	Check #
Net 180	1/14/2020	

DESCRIPTION	RATE	AMOUNT
Advertising on the 2000/2021 Edition of the Discovery Map of Savannah	1,347.10	1,347.10

2 Space Ad Installment Plan \$1418.00 with MM Disc (\$1347.10)
 6 Monthly Payments of \$224.52 ea.

Total \$1,347.10

PLEASE PAY FROM THIS INVOICE
 A Service charge of 1.5% per month will be added to all amounts over 30 days from the due date. Purchaser agrees to pay all reasonable cost, collection fees and expenses incurred by the Seller in the event of the failure of Purchaser to pay this account when due.

Payments/Credits -\$2.39

Balance Due \$1,344.71

Attachment D

Wiren Publishing, Inc DBA
 DISCOVERY MAP OF ASHEVILLE, NC
 DISCOVERY MAP OF HENDERSONVILLE, NC
 DISCOVERY MAP OF GREENVILLE, SC
 DISCOVERY MAP OF HILTON HEAD ISLAND, SC
 DISCOVERY MAP OF SAVANNAH, GA
 PO Box 2814
 Bluffton, SC 29910
 (843) 815-5655
 larswiren@discoverymap.com

Invoice



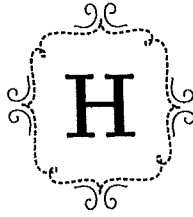
DATE	INVOICE #
1/14/2020	1199

BILL TO
Adventure Center 38 Gateway Circle Hilton Head, SC. 29926

Terms	Due Date	Check #
Net 180	1/14/2020	

DESCRIPTION	RATE	AMOUNT
Advertising on the 2020/2021 Edition of the Discovery Map of Hilton Head/Bluffton	1,344.25	1,344.25

2 Space Ad Installment Plan \$1415.00 with MM Disc (\$1344.25) 6 Monthly Payments of \$224.04 ea.	Total	\$1,344.25
PLEASE PAY FROM THIS INVOICE A Service charge of 1.5% per month will be added to all amounts over 30 days from the due date. Purchaser agrees to pay all reasonable cost, collection fees and expenses incurred by the Seller in the event of the failure of Purchaser to pay this account when due.	Payments/Credits	-\$1,344.25
	Balance Due	\$0.00



**HILTON HEAD ISLAND-BLUFFTON
CHAMBER OF COMMERCE**

Isaiah Burch
Hilton Head Helicopter Tours
71 Summit Drive
Hilton Head Island, SC 29926

Invoice: 74623 11/20/2019
Due: \$405.00 12/31/2019
Account: 00054994

Electronic Copy

<u>Order</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Charges</u>
Membership Dues				
80883	Membership Dues 01/01/2020 - 12/31/2020	1.00 EA	405.00 / EA	\$405.00
Total Services:				\$405.00
, 0.00 @ 0.00				
Total Charges:				\$405.00

Invoice Summary

Total Services: \$405.00
Total Taxes: \$0.00
Total Charges: \$405.00
Total Payments: \$0.00
Total Amount Due: \$405.00

Since the Hilton Head Island-Bluffton Chamber of Commerce is an advocate organization for area business, 99% of your membership dues may be tax deductible as an ordinary and necessary expense.

PO Box 5748
Hailey, ID 83333
(208)788-0729
accounting@clearmind
graphics.com



Website

BILL TO

Chad Fath
Hilton Head Helicopter
Tours

DATE 02/01/2020	PLEASE PAY \$1,099.55	DUE DATE 02/16/2020
---------------------------	---------------------------------	-------------------------------

ACTIVITY	AMOUNT
Graphic Design Re-size Hilton Head helicopter - Adventure Center Ad, promo code to :DMAP 1/14/20	101.25
Graphic Design Combo Brochure VR and Heli	337.50
Sales:Printing & Reproduction Printing Qty 4,000 - Combo Brochure VR and Heli	584.62
Shipping Shipping	76.18

TOTAL DUE	\$1,099.55
------------------	-------------------

THANK YOU.

*PQ
2/19/2020*



Mariana Figueroa
Brooch holder

Order Confirmation for Order Number 107795

Message

Braeside Displays <orders@braesidedisplays.com>
To: mariana@flyhhi.com
Cc: orders@braesidedisplays.com

Fri, Nov 22, 2019 at 2:18 PM



Order Confirmation

Thanks for your order, Mariana!

You can view your orders online anytime by signing in to [Your Account](#).

Order Information

Your order number is **107795**. The order was placed on 11/22/2019 2:12:00 PM EST

Billing Information

Mariana Figueroa
W187122
[38 gateway circle](#)
hilton head island, SC 29926
USA
843-505-7182
mariana@flyhhi.com

Shipping Information

hilton head helicopter
[52 gateway circle](#)
hilton head island, SC 29926
USA
843-505-7182

Order Summary

Shipping Method: FedEx Ground

Carrier:

Billing Account #:

Payment Method:

Credit / Debit Card

Comments:

Attachment D

Qty	Description	UoM	Unit Price	Price
200	Corrugated Trifold Holder SKU: CG-40		\$0.56	\$112.00
Questions about your order? Contact customer service.			Subtotal	\$112.00
			Shipping	\$13.87
			Total	\$125.87

Account: 00-W187122

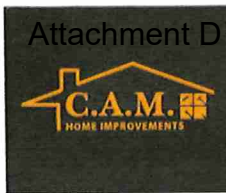
Username: flyhhi

Thanks again for your order Mariana!

Braeside Displays
795 Bartlett Ave Antioch, IL 60002

[Email Customer Service](#) | [Log In To Your Account](#)

Thank you for placing an order with Braeside Displays.



ESTIMATE

CAM Improvements LLC

843-684-5696 (Phone)
camimprovements@yahoo.com

For The adventure center

Estimate # EST46

Date 09/14/2019

Description	Qty	Rate	Amount
Interior paint: Prepare work zone . Remove pictures frame and hanging back. Cover floor, carpet, and furnitures. Remove switch and outlets plates. Repair ceiling tape. Apply caulking on trim, baseboard, and walls corners as need it. Repair walls. Paint walls and ceiling	1.00	\$2,550.00	*\$2,550.00

* Indicates non-taxable item

Thank you for your business.

Subtotal	\$2,550.00
Vat(8.750%)	\$0.00
Total	\$2,550.00
Balance Due	\$2,550.00

what rooms -?
 paint being supplied ?
 how many coats if necessary
 repairs prior to paint?
 ceiling in bathrooms?
 what type of paint?

Better price but need scope of project



ESTIMATE

CAM Improvements LLC

843-684-5696 (Phone)
camimprovements@yahoo.com

For The adventure center

Estimate # EST46
Date 09/14/2019

Description	Qty	Rate	Amount
Interior paint: Prepare work zone . Remove pictures frame and hanging back. Cover floor, carpet, and furnitures. Remove switch and outlets plates. Repair ceiling tape. Apply caulking on trim, baseboard, and walls corners as need it. Repair walls. Paint walls and ceiling	1.00	\$2,550.00	*\$2,550.00

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Balance Due	\$2,550.00

what rooms -?
paint being supplied ?

how many coats if necessary

~~repairs prior to paint?~~

~~ceiling in bathrooms?~~

what type of paint?

Better price
but need scope
of project

Hilton Head Helicopters LLC
 38 gateway cir
 Hilton Head Island SC 29926

Pay Stub Detail
 PAY DATE:12/20/2019
 NET PAY:\$1,177.74

Gregory D. Bryan
 38 Gateway Circle
 Hilton Head Island SC 29926

EMPLOYER
 Hilton Head Helicopters LLC
 38 gateway cir
 Hilton Head Island SC 29926

PAY PERIOD
 Period Beginning 11/30/2019
 Period Ending: 12/13/2019
 Pay Date: 12/20/2019
 Total Hours: 96.15

EMPLOYEE
 Gregory D. Bryan
 38 Gateway Circle
 Hilton Head Island SC 29926

NET PAY: \$1,177.74
 Acct#.....2169: \$1,177.74

MEMO:

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	96.15	15.00	1,442.25	8,824.50
Daily Rate		- 100.00	0.00	600.00

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
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<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	84.30	468.67
Social Security	89.42	584.32
Medicare	20.92	136.66
SC Income Tax	69.87	424.09

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$1,442.25	\$9,424.50
Taxes	\$264.51	\$1,613.74
Deductions	\$0.00	\$0.00

Net Pay \$1,177.74



GARMENTS

514 Broadway St. • Alexandria, MN 56308
 sales@cowingrobards.com • www.cowingrobards.com
 p. 320-763-4333 • f. 320-763-4770

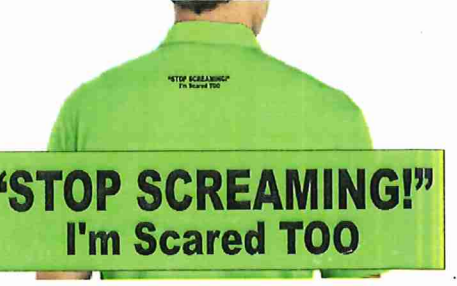
Today's Date 09-04-19 Due Date 09-18-19 Sales CV	Sold To: Company Higher Ground Helicopters/ Hilton Head Helicopters Ship to: Hilton Head Helicopter 52 gateway circle Hilton Head Island SC 29926 Chad Call at: 702-232-4555 or 513-894-2449 Fath_heli@yahoo.com
---	--

Qty	Description	Garment Color	Size							Unit	Total
			XS	S	M	L	XL	XXXL	XXXXL		
8	Nike Men's Vertical Mesh Polo 637167	Action Green			8					39.98	319.84
9	Nike Ladies Vertical Mesh Polo 637165	Action Green		3	4	2				39.98	359.82
3	Nike Ladies Vertical Mesh Polo 637165	Brisk Blue			3					39.98	119.94
3	Nike Men's Vertical Mesh Polo 637167	Brisk Blue			3					39.98	119.94
Production											
17	Left crest embroidered new art black and orange thread (New HHH logo) black text									Incl.	Incl.
17	Back neck same orange thread Stop Screaming!....Black text									5.00	85.00
6	Left crest embroidered logo (New VR logo) Multi Blues face and white text below									Incl.	Incl.
6	Back neck same white thread (I paused my Game for this?)									5.00	30.00
2	Set up 2 logos for embroidery \$35 ea. = \$70 special price both logos 4 sew outs										35.00

	1069.54
Shipping	37.70
TOTAL	1107.24



Ok cv 09-18-19



**"STOP SCREAMING!"
I'm Scared TOO**



White Text

Today's Date 09-07-19
Due Date 09-25-19

Sold To:
Company Higher Ground Helicopters/ Hilton Head Helicopters
Ship to: Hilton Head Helicopter
52 gateway circle
Hilton Head Island SC 29926
Chad Call at: 702-232-4555 or 513-894-2449
Fath_heli@yahoo.com

Sales Cletus

Qty	Description	Garment Color								Unit	Total
			XS	S	M	L	XL	XXXL	XXXXL		
6	121C Pacific Cap Graph/Neon yellow									10.00	60.00
24	121C Pacific Cap Graph/Neon orange									10.00	240.00
Production											
30	Emb. see below Text match trim									Incl.	Incl.
1	Set up sew sample of each and show cv									37.50	Incl.

6 pc. +14.00
12 pc. +12.00
24 pc. +10.00

Ok cv 09-18-19

Shipping	W/ other 2 boxes
TOTAL	300.00

24 of the orange hats and 6 green with green logo.



Graphite/Neon Yellow



Graphite/Neon Orange



RUTH & MACNEILLE P.A.

DOUGLAS W. MACNEILLE^o
WILLIAM A. RUTH (1942-2008)

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW
10 OFFICE WAY, SUITE 200
P. O. DRAWER 5706
HILTON HEAD ISLAND, SOUTH CAROLINA
29938-5706
TELEPHONE (843) 785-4251
FAX (843) 686-5404

Sender E-Mail:
douglas@ruthandmacneille.com

^oALSO ADMITTED IN CALIFORNIA
(INACTIVE)

July 8, 2020


Hilton Head Helicopters, LLC *d/b/a Atomic VR Virtual Reality*
ATTN: Chad Fath

Re: LEGAL FEES

Dear Mr. Fath:

The following is a summary of legal fees incurred in the legal representation of Hilton Head Helicopters, LLC *d/b/a Atomic VR Virtual Reality* in connection with the Town of Hilton Head Island's refusal to renew her business license for the above entity and in preparing materials relative to Hilton Head Helicopters, LLC *d/b/a Atomic VR Virtual Reality's* appeal to the Town's Board of Zoning Appeals.

Multiple communications with the Town's Business License Department regarding renewal of 2019 Business License; review of Town Determination Letter Re: Atomic VR's failure to meet the uses under the Town's Light Industrial Zoning District; multiple telephone conversations with Apportionment Ofc. Nicole Dixon; legal research; Meetings with client; preparation of Appeal to BZA with multiple exhibits; Review backup documentation prepare a summary of atomic VR expenses from August 2019 to present; prepare Supplemental Appeal Narrative to BZA; Submit Supplemental Narrative and participate in BZA Appeal Hearing

18 hours @ \$225/hr.: \$4,050.00 



Douglas W. MacNeille
Attorney for Hilton Head Helicopters LLC
d/b/a Atomic VR Virtual Reality

cc: Mr. Chad Fath (w/enclosures)
Ms. Mariana Figueroa (w/enclosures)

Exhibit "E" – Legal



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Missy Luick, *Senior Planner*
DATE: June 23, 2020
SUBJECT: Waiver Summary

The BZA requested that staff compile a summary of waivers approved over a 3 year period. A spreadsheet has been created that summarizes waivers granted from 2017-present. In addition, a Waiver Report memo is distributed every month at the regular BZA meetings and is discussed under staff reports on the agenda. The BZA does not review or approve administrative waivers; however, it has been a staff practice to inform the Board of waiver approvals.

In the Land Management Ordinance, Section 16-7-101.F, Substitutions of Nonconformities for Redevelopment, gives the Administrator the power to grant substitutions for existing nonconforming structures and site features. The Town has Waiver Request Application forms for the following categories: Access to Street Standards, Adjacent Street Buffers, Adjacent Use Buffers, Adjacent Use Setbacks, Adjacent Street Setbacks, Height, Non-Conformities, Properties Functioning Together, Stormwater, Tree Preservation and Wetland Buffer.

Attachment: Waiver Approvals Summary 2017-Present

Waiver Approvals Summary 2017-Present

Year	Waiver Type	Waiver Address	Waiver description
2017	Nonconforming Site Features	7 Osprey Street	Stair/deck redevelopment
2017	Nonconforming Site Features	10 Clubhouse Drive	Port Royal Tennis Facility expansion project parking lot nonconformance
2018	Access to Street Standards	8 Aiken Lane	Driveway on Marshland Road
2018	Access to Street Standards	11 Woodpecker Lane	Driveway on Gum Tree Road
2018	Nonconforming Site Features	25 Pembroke Drive	Walmart Online Grocery Pick-Up parking lot alteration
2018	Adjacent Street Setback	26 Firethorn Lane	10% reduction of adjacent street setback for subdivision
2018	Nonconforming Site Features	56 Folly Field Road	Stair/deck redevelopment
2018	Nonconforming Site Features	78 Arrow Road	Relocation of a propane tank in the setback that was previously located in the setback
2018	Adjacent Street Setback and Buffer	618 Spanish Wells	10% reduction of adjacent street setback and buffer for subdivision
2018	Off- Street Parking Alternatives	5 Grasslawn Avenue	Parking Demand Study provided by Marriott Barony Beach Club requesting parking expansion above maximum parking spaces allowed
2018	Adjacent use buffer	90 Pope Ave	10% reduction of adjacent use buffer for Lowcountry Celebration Park
2018	Nonconforming Site Features	23 Ocean Lane	Reduced encroachment in the Transition Area Overlay District for the Omni Resort Sea Shack project
2018	Nonconforming Site Features	17 Foxbriar Lane	Residential pool deck renovations
2019	Nonconforming Site Features	3 Avocet Road	Conversion of unused tennis court into overflow parking related to the Sea Crest Surf and Racquet Club project
2019	Nonconforming Site Features	3 Burkes Beach	Redevelop property with mixed use office and residential building as part of the Vacation Homes of Hilton Head project
2019	Nonconforming Site Features	3 Palmetto Bay Road	Redevelopment of the Enmarket Station Carwash including replacement of an accessory structure in the adjacent use setback
2019	Nonconforming Site Features	27 Old Wild Horse	Redevelop property with a landscape business while retaining two of four residences
2019	Nonconforming Site Features	63 South Sea Pines Drive	Installation of a fence adjacent to an existing pool and pool deck that encroach in the tidal wetland buffer

Year	Waiver Type	Waiver Address	Waiver description
2019	Nonconforming Site Features	15 Moonshell Road	Renovation of an existing deck located in the adjacent street setback and bufer
2019	Nonconforming Site Features	83 Pope Ave	Temporary kiosk located within the adjacent street buffer and setback
2019	Adjacent street setback	1024 William Hilton Parkway	Reduction in the adjacent street setback related to the Slapfish Restaurant project
2019	Nonconforming Site Features	36 Lagoon Road	Improvements to existing buildings within the adjacent use setback and buffer related to a residential renovation project
2019	Access to Street Standards	424 Squire Pope Road	Street access separation requirement relief on Squire Pope Road related to the Bayshore Retirement Living Phase 2 project
2019	Nonconforming Site Features	1016 William Hilton Parkway	Existing impervious coverage and parking lot nonconforming site features in conjunction with the Goodwill Renovation project
2019	Nonconforming Site Features	2042 Deer Island	Additions to and renovations to existing structures in the tidal buffer
2019	Access to Street Standards	Property off Spanish Wells Rd	Street access separation requirement relief on Spanish Wells Road related to the small residential development proposed on the Nadine Chaplin Property, between 557 and 551 Spanish Wells Road
2020	Nonconforming Site Features	34 Palmetto Bay Road	In conjunction with the Smokehouse Restaurant renovation project and nonconforming parking lot and encroachments into the adjacent use setback
2020	Tree Preservation	130 Shipyard Drive	WAIV-000459-2020 - Removal of a significant tree in conjunction with the Sonesta Resort pool project
2020	Shared Parking	3 and 4 Pensacola	WAIV-000741-2020 - Shared parking agreement waiver between 3 and 4 Pensacola Place.
2020	Nonconforming Site Features	73 Summit Drive	WAIV-000783-2020 - Existing parking lot nonconforming features in conjunction with airplane hangar project

Year	Waiver Type	Waiver Address	Waiver description
2020	Nonconforming Site Features	405 Squire Pope	WAIV-000796-2020 - Existing impervious surface and buffer nonconforming features in conjunction with Boathouse redevelopment of dry storage facility resulting in a reduction of impervious surface and additional plantings in existing nonconforming buffers



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Missy Luick, *Senior Planner*
DATE: June 23, 2020
SUBJECT: Substitutions of Nonconformities for Redevelopment

The BZA requested that staff keep them informed of substitutions of nonconformities for redevelopment that are granted by staff. A memo is distributed every month at the regular BZA meetings and is discussed under staff reports on the agenda.

The following language is contained in Section 16-7-101.F, Substitutions of Nonconformities for Redevelopment, which gives the Administrator the power to grant such substitutions for existing nonconforming structures and site features.

LMO Section 16-7-101.F:

“To provide flexibility and encourage redevelopment of sites with nonconforming features or structures, the Official is authorized to approve a Development Plan for such sites if the proposed development:

1. Will not include any new development that increases the amount of encroachment into any required buffer or setback;
2. Will not increase the impervious cover on the site over the maximum allowed for the district or the existing impervious cover, whichever is greater;
3. Will not result in a density in excess of what is allowed under this Ordinance, or the existing density, whichever is greater;
4. Will lessen the extent of existing nonconforming site features to the greatest extent possible;
5. Will not have an adverse impact on the public health, safety or welfare; and
6. Will lessen the extent of nonconformities related to any existing nonconforming structure on the site to the greatest extent possible.”

There have been 5 waivers that have been granted by staff since the January 27, 2020 BZA meeting.

1. **34 Palmetto Bay Road, Smokehouse Restaurant** – In conjunction with the Smokehouse Restaurant renovation project, a waiver request was submitted because the existing site contains parking lot features that are nonconforming and existing encroachments into the adjacent use setback. Due to the fact that the existing site is currently nonconforming, the renovations will not increase any nonconformity and the re-development will be bringing the parking lot more into conformance with the LMO with the addition of 11 wheel stops, extended parking bay depths, new

landscape islands with canopy trees, an EV charging station and removal of a dumpster enclosure from the adjacent use setback, the waiver was approved.

2. **WAIV-000459-2020 – 130 Shipyard Drive, Sonesta Resort-** In conjunction with a proposed pool project at the Sonesta Resort, a waiver request was submitted to remove a significant tree. Specifically, the applicant requested removal of a 31 inch Live Oak tree, which per LMO Section 16-6-104 F. 1 is a “significant tree”. Per the LMO, a Live Oak tree is considered a “significant tree” at 28 inches. Due to the fact that the subject tree suffered significant damage during Hurricane Matthew causing the loss of approximately 40% of the tree, the Town’s contracted arborist confirmed the extent of the damage from Hurricane Matthew, and the tree is considered hazardous as it leans towards the hotel and would hang over the proposed pool causing potential liability to guests, the waiver was approved with a condition that 3 Category 1 Live Oak trees as mitigation be included in the landscape plan associated with the Development Plan Review for the proposed project.

3. **WAIV-000741-2020- 3 and 4 Pensacola Place, HHI Rentals-** In conjunction with a project to provide outdoor storage of bicycles for a bike rental business at 3 Pensacola Place, a waiver request was submitted to consider shared parking between 3 and 4 Pensacola Place. Per LMO Section 16-5-107.H.3, Shared Parking, an alternative parking plan may be approved to meet a portion of the required minimum number of off-street parking spaces with shared parking provided the standards in Section 16-5-107.H.3.a.-d. are met. Due to the fact that no more than 50% of the spaces required for the uses are shared spaces, peak parking demand for 3 Pensacola is on the weekend when the uses at 4 Pensacola are closed which justifies the feasibility of shared parking among the proposed uses, there is adequate pedestrian access between the sites as the sites are at the end of a dead-end cul-de-sac street, and an executed shared parking agreement meeting the requirements in Section 16-5-107.H.3.d. was provided, the waiver was approved.

4. **WAIV-000783-2020- 73 Summit Drive-** In conjunction with a project to redevelop the subject property with an airplane hangar, a waiver request was submitted due to the fact that the existing site contains parking lot features that are nonconforming. The applicant is requesting a waiver from LMO Section 16-5-107.G.3.a.iii which states that a 15’ wide landscape median is to be provided between the end of any parking bay and an adjacent property line. Due to the fact that the applicant offered to bring the property more into conformance with the standards of the Town’s LMO by providing handicap parking improvements, bicycle parking, EV charging station and parking landscaping, the waiver was approved.

5. **WAIV-000796-2020- 405 Squire Pope Road, Boathouse-** In conjunction with a project to redevelop the subject property with an addition to the dry boat storage facility with reductions to the sale & repair facility and boat display area, a waiver request was submitted due to the fact that the existing site is non-conforming as it relates to impervious surface and buffer standards. The applicant requested three waivers due to non-conforming site features.

- The first request was a waiver from LMO Section 16-3-105.O which states that a maximum of 50% impervious surface coverage is allowed in the Waterfront Mixed-Use (WMU) District. Due to the fact that the existing site contains 169,950 sq. ft., 3.9 acres or 68% impervious area which is over the maximum allowed and the proposed impervious cover is 3,455 sq. ft. less than the existing impervious cover and brings the site more into conformance with the LMO, the waiver was approved.
- The second request was a waiver from LMO Section 16-5-103.D which states that a minor arterial must meet a Type B Buffer. This request is specifically to reduce the understory tree requirement by 10 trees while at the same time overplanting the required evergreen shrubs by 4 quantity. Due to the fact that the existing Adjacent Street Buffer is nonconforming as it does not meet the planting requirements, there is a Town bike path currently located within the buffer which reduces the planting area, to install the Type B buffer plantings would result in overcrowding and unhealthy plants, and the landscaping plan proposes additional overstory and evergreen shrub buffer plantings as well as additional plantings along the building foundation to compensate for deficient buffer plantings and brings the buffer more into conformance with the LMO, the waiver was approved.
- The third request was a waiver from LMO Section 16-5-103.E which states that the adjacent use buffer for a boat storage facility adjacent to a group living use must meet a Type B Buffer. This request is for an Adjacent Use Buffer waiver to allow some required buffer plantings to extend beyond the 25' buffer width in order to preserve existing vegetation within the buffer. Due to the fact that the required buffer planting quantity is met and exceeded and existing vegetation is preserved, the waiver was approved.

Furthermore, related to the buffer waivers, the landscaping plan that was part of the submittal was approved by the Design Review Board and Urban Design staff. To summarize, the proposed improvements will bring the site more in conformance with the LMO, so the three waivers were approved.