



Town of Hilton Head Island
TOWN COUNCIL MEETING
Tuesday, September 20, 2022, 3:00 PM
AGENDA

The Town Council meeting will be held in-person at Town Hall in the Benjamin M. Racusin Council Chambers. The meeting can be viewed on the [Town's Public Meetings Facebook Page](#), [Beaufort County Channel](#), and Spectrum Channel 1304.

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. **Roll Call**
4. **Pledge to the Flag**
5. **Invocation - Chaplin Glenn Neff, Hilton Head Regional Medical Clergy**
6. **Report of the Town Manager**
 - a. Update on Greenspace Sales Tax Referendum - Senator Tom Davis
 - b. Items of Interest
 - c. Home Safety and Repair Program Quarterly Report - Missy Luick, Community Planning Manager
 - d. Sewer Connection Program Quarterly Report - Missy Luick, Community Planning Manager
 - e. Overview of the 2022 Annual Evaluation Report of the Community Rating System's Program for Public Information - Shari Mendrick, Floodplain Administrator
 - f. Overview of the 2022 Annual Evaluation Report of the 2020 Lowcountry Natural Hazard Mitigation Plan - Shari Mendrick, Floodplain Administrator
 - g. Cross Island Parkway Project Update - Jeff Buckalew, Town Engineer
7. **Reports of the Members of the Town Council**
 - a. General Reports from Town Council
 - b. Report of the Lowcountry Area Transportation Study - Councilman Stanford
 - c. Report of the Lowcountry Council of Governments - Councilwoman Becker

- d. Report of the Southern Lowcountry Regional Board - Councilman Lennox
 - e. Report of the Beaufort County Airports Board - Councilman Ames
 - f. Report of the Community Services & Public Safety Committee - Councilman Harkins
 - g. Report of the Public Planning Committee - Councilman Ames
 - h. Report of the Finance & Administrative Committee - Councilman Lennox
8. **Appearance by Citizens** Citizens who wish to address Town Council may do so by contacting the Town Clerk at 843.341.4701 no later than 12:00 p.m. the day of the meeting. Citizens may also submit comments on agenda items via the eComment portal at [Town Council Meeting](#)
9. **Unfinished Business**
- a. Consideration of a Resolution of the Town of Hilton Head Island, Authorizing the Execution of a Revised Memorandum of Understanding with Beaufort County Outlining the Critical Path of the William Hilton Parkway Gateway Corridor Project Including an Independent End-to-End Analysis and Simulation of the Corridor
10. **New Business**
- a. Consideration of a Resolution of the Town of Hilton Head Island Approving the Scope of Work for the Beach Parking Management Services
 - b. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Implementation of the Gullah History and Cultural Education Program for Town Employees and Officials
 - c. Consideration of a Resolution of the Town of Hilton Head Island Approving the Community Development Block Grant 2021 Consolidated Annual Performance Evaluation Report
 - d. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution of an Intergovernmental Agreement for Participation in the Beaufort-Jasper Counties Regional Housing Trust Fund
 - e. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution of an Intergovernmental Agreement with Beaufort County for the Exchange of Real Property Identified as Barker Field, the Old School House Property, the Cross Island Boat Landing, and a One Acre Parcel Located on Jenkins Road
 - f. First Reading of Proposed Ordinance 2022-17 to Repeal and Replace Chapter 1 of Title 17 of the Municipal Code of the Town of Hilton Head Island, Related to the Town's Adoption by Reference of Beaufort County Ordinance Chapter 14, Article II, Animal Control

- g. First Reading of Proposed Ordinance 2022-16 of the Town of Hilton Head Island, Authorizing the Granting of Easements Encumbering Town-Owned Property to the Broad Creek Public Service District for an Aquifer Storage and Recovery Facility in the Palmetto Dunes Area

11. Executive Session

- a. Receipt of Legal Advice on Matters Covered by the Attorney-Client Privilege - Bylaws and Articles of Incorporation for the Gullah-Geechee Historic Neighborhood Community Development Corporation [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(2)].
- b. Receipt of Legal Advice from the Town Attorney on Matters Covered Under Attorney-Client Privilege [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(2)] Related to:
 - i. Main Street Right of Way Acquisition Status Update
 - ii. Mitchelville Road Dirt Road Paving Project
 - iii. McAvoy vs. Town of Hilton Head Island
 - iv. Town of Hilton Head Island vs. Beaufort County (Law Enforcement Fee)
- c. Discussion and Status Update on the Negotiations Incident to Proposed Contractual Arrangements for the Northpointe Public-Private Partnership Workforce Housing Project [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(2)]
- d. Discussion of Personnel Matters Related to the Town Attorney Contract [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(1)]

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

13. Adjournment

Town of Hilton Head Island

HOME SAFETY & REPAIR

PROGRAM UPDATE / AUGUST 26, 2022



PROGRAM OVERVIEW

- » Town Council approved \$400,000 of the funds it received from the American Rescue Plan Act to support the Home Safety & Repair Program. It is allocated over two years.
- » The program launched on 7/5/22.
- » The program provides grants of up to \$15,000 to homeowners for:
 - » Home repairs to keep a home safe and dry.
 - » Demolition of an unsafe or uninhabited structure.
 - » Hazardous tree removal.
- » The household income qualification for the program is 60% AMI.
- » Qualified applicants may apply for multiple improvements to their home.
- » Interested homeowners may stop by the Information Desk at Town Hall and request an application package or download application materials from the Town's website.
- » Program web page link: <https://hiltonheadislandsc.gov/programs/homesafety/>

COMMUNICATIONS EFFORTS

- » In-person community engagement
- » Social media posts (Facebook, Twitter, LinkedIn and Nextdoor)
- » News releases and targeted promotions to stakeholders, residents and contractors
- » Media coverage
- » Dedicated web pages – English and Spanish
- » English and Spanish marketing materials (Flyers, Rack cards/door hangers)

PROGRAM ACTIVITY

- » 52 applications received
 - » 24 approved applications
 - » 4 site visits completed, Right of Entry signed, awaiting contractor bidding
 - » 20 site visits scheduled or to be scheduled
 - » 19 applications under income verification review
 - » 9 applications need additional application materials and have been notified

For more information, please contact Missy Luick, Community Planning Manager at (843) 341-4693 • MissyL@hiltonheadislandsc.gov



Town of Hilton Head Island

SEWER CONNECTION

PROGRAM UPDATE / AUGUST 26, 2022



PROGRAM OVERVIEW

- » Town Council approved \$200,000 of the funds it received from the American Rescue Plan Act to support the Sewer Connection Program. It is allocated over two years.
- » The program launched on 7/5/22.
- » This is a partnership program with Deep Well Project, Hilton Head Public Service District and Lowcountry Council of Governments.
- » The program is supplemental to the Project SAFE program which serves property owners meeting household income qualification of 50-90% AMI.
- » The Town's Sewer Connection Program serves property owners or renters.
- » The household income qualification for the Town's program is 100% AMI.
- » Applicants can apply by going to the Deep Well Project office or by calling (843) 785-2849 to assess their eligibility for Project SAFE. Applicants may be referred to the Town's Sewer Connection Program if they partially qualify or are ineligible for Project SAFE.
- » Program web page link: <https://hiltonheadislandsc.gov/programs/sewer/>

COMMUNICATIONS EFFORTS

- » In-person community engagement
- » Social media posts (Facebook, Twitter, LinkedIn and Nextdoor)
- » News releases and targeted community outreach
- » Media coverage
- » Dedicated web pages – English and Spanish
- » English and Spanish marketing materials (Flyers, Rack cards/door hangers)

PROGRAM ACTIVITY

- » 5 applications received:
 - » 1 application has Town letter of approval for connection estimate
 - » 4 applications have been sent to PSD for connection estimate

For more information, please contact Missy Luick, Community Planning Manager at (843) 341-4693 • MissyL@hiltonheadislandsc.gov





TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Marc Orlando, ICMA~CM, Town Manager
FROM: Shari Mendrick, Floodplain Administrator
VIA: Shawn Colin, AICP, Assistant Town Manager – Community Development
VIA: Chris Yates, Development Services Manager
DATE: August 18, 2022
SUBJECT: 2022 Annual Evaluation Report of the Community Rating System's Program for Public Information

Summary: The 2022 Annual Evaluation Report of the Community Rating System's (CRS) Program for Public Information (PPI) is attached for review. The annual update is presented to Town Council as part of the recertification of the Town's CRS status. No official action is required.

Background: The Town has actively participated in the CRS program since October 1, 1991. The Town is currently a Class 5 Community, which gives its residents in the Special Flood Hazard Area (SFHA) a 25% discount on their flood insurance premiums.

Town Council adopted original PPI in 2015 and the required five-year update in 2021 as a credited activity in CRS program. The purpose of the PPI is to maintain reduced flood insurance premium costs to residents and to provide flood-related information to property owners through a robust outreach program.

To maintain CRS credit for the PPI, the PPI Committee must meet annually to monitor, evaluate and revise, as needed, the outreach projects and flood insurance coverage assessment that are included in the program. The annual update is prepared by Town staff and reviewed by the PPI Committee to ensure there is a continuing and effective outreach program. The annual update is presented to Town Council as part of the recertification of the Town's CRS status.

Attachment:

- A. 2022 Annual Evaluation Report of the Community Rating System's Program for Public Information

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA



PROGRAM FOR
PUBLIC INFORMATION
Annual Evaluation Report

Prepared July 2022 by:
Town of Hilton Head Island
Shari Mendrick, P.G., CFM,
Floodplain Administrator and CRS Coordinator

Background

The Town of Hilton Head Island has been actively participating in the Community Rating System (CRS) program since October 1, 1991. The Town is currently a Class 5 Community, which gives its residents a 25% discount on their flood insurance premiums. In an effort to maintain the reduced flood insurance premium costs to its residents and to provide flood-related information to property owners through a more aggressive outreach program, the Town developed the Program for Public Information (PPI). Through the public information program, people at risk can learn about the hazards they face, prepare for flooding, and take steps to reduce their exposure to flood damage.

The Town incorporated a Flood Insurance Coverage Assessment and Coverage Improvement Plan into the PPI because residents may not be aware of flood insurance requirements or may not see a need to insure their property. By having an outreach program and flood insurance coverage improvement plan, which assembles all activities and educational opportunities in a coordinated document, the Town hopes residents will have the information they need to protect themselves and their property.

The goal of the PPI is to better inform our residents of their flood risks, how to improve their flood hazard preparedness, identify what they can do to decrease future damage and the benefits of having flood insurance coverage for both the structure and contents. All of the public information activities have the same objective: to get people to protect themselves and their property, whether it is to take flood protection steps, such as buying flood insurance, developing a family emergency plan, retrofitting a building, or complying with floodplain management regulations.

The Town's PPI Program is based on specific information discussed further in this document. The messages dispersed will educate the public, through outreach materials such as publications and brochures, will provide flood response preparation and disaster recovery information when needed, and will help other organizations on getting the word out about flood awareness, educate contractors, builders, realtors, insurance agencies and mortgage brokers on the importance of flood awareness and promoting flood insurance and assist the stakeholders in their outreach efforts.

Town Council adopted the original PPI on August 4, 2015. The PPI Committee is required to meet annually to monitor the implementation of the outreach projects and to reassess flood insurance coverage. The committee evaluates whether the outcomes desired were achieved and what, if anything, should be changed. An evaluation report is to be prepared each year and presented to Town Council. It will also be included as part of the annual CRS recertification.

Program for Public Information Committee Members

The PPI Committee consists of twelve members. Five of the members are Town staff and seven are volunteers from the community that together have a wealth of knowledge regarding flood hazards and flood risk. The community members, or stakeholders, represent real estate, flood insurance, mortgage lender, property management, property owners' association and home builders. Some of the members of the committee are Hilton Head Island floodplain residents.

- Shari Mendrick, CFM, Floodplain Administrator and CRS Coordinator, Town of Hilton Head Island
- Nicole Dixon, AICP, CFM, Development Review Administrator, Town of Hilton Head Island
- Brian Eber, CFM, Senior Planner - Environmental, Town of Hilton Head Island
- Tom Dunn, SC CEM, Emergency Manager, Town of Hilton Head Island
- Carolyn Grant, Communications Director, Town of Hilton Head Island
- Alan Perry, Mortgage Loan Officer, Mortgage Network, Inc.
- Kristin Hayrinen, CISR, Senior Vice President, Hub International Southeast
- Jean Beck, RCE, Chief Executive Officer, Hilton Head Area Association of Realtors
- Brian Kinard, Realtor, Lighthouse Realty
- Vacant - Property Owners Association
- Dru Brown, Managing Partner, Island Time Hilton Head, LLC
- Meg James, Executive Officer, Hilton Head Area Home Builders Association

Annual Committee Meeting

The annual meeting to evaluate the program took place on June 30, 2022. The members present were Shari Mendrick, Brian Eber, Tom Dunn, Alan Perry, Kristin Hayrinen, Brian Kinard and Meg James.

The Town's Floodplain Administrator announced two changes to the committee member roster. Sally Krebs, the Town's Sustainability Coordinator, retired in January. Also, Ben Brown, formerly with Palmetto Dunes, has been hired by the Town as the Senior Advisor to the Town Manager. Sally will be replaced by Brian Eber, the Town's Senior Planner – Environmental. Committee members will reach out to Andrew Schumacher with Palmetto Dunes to see if he has interest in becoming a committee member.

Committee members discussed the implications of Risk Rating 2.0 (RR2.0) on our community. The new rating system has the Town's lagoon systems identified as a flooding source, although the lagoon systems were designed as an intricate retention system. The Emergency Manager stated that the Emergency Operations Plan has protocols for each community to lower the level of the lagoon system when a tropical system is forthcoming, and the Senior Planner added that the Town has maintenance agreements with the communities operating the lagoon system as the Town is a Municipal Separate Storm Sewer System (MS4) community. The committee agreed

that we gather all available resources and reach out the local FEMA Flood Insurance Advocates to provide appropriate information to declassify the lagoons as a flooding source.

The Committee discussed the Flood Insurance Coverage Assessment and Coverage Improvement Plan that was updated in 2020. The Floodplain Administrator stated that the Town received updated policy and claims data from FEMA at the end of March. The Floodplain Administrator is working through the data. The updated Flood Insurance Coverage Assessment and Coverage Improvement Plan will be presented at the next committee meeting. Committee members suggested a data comparison through time so that we can determine if residents are discontinuing FEMA flood insurance coverage due the March 23, 2021 Flood Insurance Rate Map (FIRM) revision that removed approximately 50% of the Town's land area from Special Flood Hazard Area. The Committee is confident that the program has helped the community become more educated on flood awareness and better prepared to protect themselves and their property from a flooding event. The Committee's goal is to continue to make progress on educating the public about flood awareness.

Outreach Projects

The Floodplain Administrator gave an overview of a meeting she attended in St. Helena Island in April that was hosted by FEMA representatives. It was an informational meeting that highlighted some new FEMA policies regarding disaster recovery, flood insurance and grant opportunities, for heir's property. The Committee determined that it was imperative to develop a new outreach project for the local Gullah Community. The Committee formulated a list of representatives of Gullah community to begin coordination to develop an outreach project to disseminate information regarding the new FEMA policies.

The Committee discussed existing outreach projects that have been modified, to include the new annual mailer and Guide To Emergency Preparedness Field Guide. Town Staff Committee members worked together to reimagine outdated materials into more concise, parallel documents. We believe that the new format will be more effective in delivering succinct messages. Each document was printed with a QR code and a link to the Town's website, if the reader wants more detailed information on a specific topic.

PPI Projects and Initiatives Table

OUTREACH PROJECTS (OP)							
Topics: 1. Know your flood hazard 2. Insure your property for your flood hazard 3. Protect people from the hazard 4. Protect your property from the hazard 5. Build responsibly 6. Protect natural floodplain functions 7. Disaster preparedness 8. Coastal erosion 9. Flood warning 10. What happens after the storm?				Target Audiences: 1. Entire Island 2. V Zone Properties 3. Hispanic Population 4. Rental Community 5. Repetitive Loss Areas 6. Real Estate, Mortgage, and Insurance Companies 7. Prospective Buyers 8. Builders, Contractors, Architects, Surveyors and Landscapers 9. Property Owner Associations 10. Private Sector Partners			
OP#	PPI Project Information/Description	Topic #s	Target Audience	Outcome	Assignment	Schedule/Distribution	Stakeholder
OP #1	Town-wide mailer: "Flood Awareness Guide Are You Flood Ready?"	1-10	1	Increased understanding of flood risks in our community	Floodplain Administrator	Available year round; Mailed every June at the beginning of hurricane season, available at Town Hall and taken to offsite public outreach	N/A
OP #2	Flood Awareness Week: The Town hosts an annual flood awareness week. Information will be on display in the lobby of Town Hall and advertised in the local newspaper and on 843TV.	1-10	1	Inform people about their exposure to flooding	Floodplain Administrator	Annually based on schedule published by NOAA	NOAA
OP #3	"Our Town" Newsletter: Annual edition dedicated fully to flood and hurricane topics.	2,7	1	Inform residents about preparing for a disaster and to have no injuries or fatalities related to flooding	Communications Director	On display in Town Hall and published in the Island Packet annually in the spring prior to hurricane season	Island Packet Newspaper
OP #4	A Message from the Mayor (video): The Town posts a video message on the Town's homepage and social media from the Mayor that encourages residents to purchase flood insurance or increase their flood insurance coverage.	2	1	Increase the number of flood insurance policies	Communications Director	Annually in April	Town Mayor
OP #5	"No Dumping. Protect Our Waterways" signs: The Town's Stormwater Division installed 37 signs at key locations in the drainage system, parks and schools. Drainage system maintenance and regulations that prohibit dumping are publicized in OP#1.	6	1	Reduction in the amount of dumping and water pollution to improve water quality	Stormwater Manager	Year Round	N/A
OP #6	Flood Risk Evaluator (FRE) Workshop: FRE Staff gives a presentation about flood risk and the importance building responsibly. FRE staff reviews elevation certificates and flood insurance policies to make recommendations to homeowners as to how they can lower their flood insurance rate.	5	1	People will retrofit their homes to protect them from flooding	FRE and Floodplain Administrator	Annual meeting at Town Hall	Smart Vent/FRE
OP #7	V Zone Properties Outreach: The Town's Floodplain Administrator sends a letter to all properties located in zone V annually. The letter includes OP#3, OP#21, OP#20, and Sea Turtle brochure.	2,3,6,8	2	Increase the number of flood insurance policies and reduce the number of flood losses	Floodplain Administrator	Annually in May	N/A
OP #8	Repetitive Loss Properties Outreach: The Town's Floodplain Administrator sends a letter to all properties in the repetitive loss areas annually. The letter includes OP#1 and OP#29.	1-10	5	Reduce the number of repeated flood losses and repeated insurance claims; Decrease the number of structures below the BFE	Floodplain Administrator	Annually in May	N/A

OP #9	Hilton Head Area Home Builders Association Home and Garden Show: Building Services staff set up a booth and are available to answer questions regarding protecting themselves and their property from flood hazards and building responsibly. Brochures provided: OP#13, OP#14, OP #15, OP#16, OP#20, OP#21, OP#22, OP#23, OP#24, OP#25, OP#26, OP#27, OP#29, OP#32, OP#33, OP#34, OP#35, OP#36.	1-10	1,8	Increase understanding of flood risk, building responsibly, mitigating flood prone properties	Building Service Staff to include Floodplain Administrator	Annually in March	Hilton Head Area Homebuilders Association
OP #10	Property Owner Associations Outreach: Provide each Property Owner Association with flood related topics to be posted to their community website or included in community newsletters. Conduct annual education presentations on flood insurance, flood hazards, flood awareness and building responsibly.	1-10	9	Educate the Property Owner Associations so that they can assist in distribution of information on flood hazards, flood insurance and disaster preparedness	Floodplain Administrator	Annually meeting with each Property Owner Association	Area Property Owner Associations
OP #11	Rental Property Outreach: Letter to Property Management Companies with package for new renters that includes: OP#1, OP#13, OP#14, OP#15, Flood Smart Contents Coverage Brochure, and Sea Turtle Brochure.	2,3,6,7	4	Increase number of contents coverage policies, increase awareness of local hazards, and protect the natural habitats on the Island	Dru or Kristin? Floodplain Administrator	Delivered to Property Management companies annually and as needed	Property Management Companies
OP #12	Real Estate Companies Outreach: Package for new and prospective buyers for local real estate agencies that includes: OP#1, OP#13, OP#14 OP#15, OP#17, OP#18, OP#30, OP#31, and Sea Turtle Brochure.	1,2,4,5,7	6,7	Increase the number of people getting flood information assistance from Town Staff, Real Estate Agents, Mortgage Lenders, and Insurance Companies	Hilton Head Area Association of Realtors and Floodplain Administrator	Delivered to Real Estate Agencies annually and as needed	Hilton Head Area Association of Realtors
OP #13	Flood Information Contacts Business Cards: Business card containing contact information for Floodplain Administrator, FEMA, Flood Smart, Library, SCDNR, OCRM and USACE. E-subscription sign-up information.	1,2	1,4,6	Increase the number of map information inquires and number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall and distributed to Property Management Companies and Real Estate Agencies annually and as needed	Hilton Head Area Association of Realtors and Property Management Companies
OP #14	Refrigerator Magnets: "Turn Around Don't Drown"	3	1	People will not drive in flooded streets	Floodplain Administrator	Available at Town Hall and distributed as part of various outreach projects	N/A
OP #15	Brochure: "Citizens Guide to Emergency Preparedness" (English and Spanish)	3,4,5,7,9,10	1,3	Inform residents about preparing for a disaster	Emergency Management Coordinator	On display year-round at Town Hall and Fire Rescue Headquarters, distributed at events and on the Town's website	N/A
OP #16	Brochure: "Emergency Permitting"	5,7	1	Increase the number of structures being repaired or rebuilt with permits	Floodplain Administrator	On display year-round at Town Hall and distributed in field after a flood event	N/A
OP #17	Brochure: "About the Mandatory Purchase of Flood Insurance"	2	6,7	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall distributed to Local Real Estate Agencies	Hilton Head Area Association of Realtors
OP #18	Brochure: "Flood Hazard: Check Before You Buy"	2	6,7	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall distributed to Local Real Estate Agencies	Hilton Head Area Association of Realtors
OP #19	Brochure: "Substantially Improved or Damaged Buildings and the National Flood Insurance Program"	5	1,7,8	Decrease the amount of structures below the BFE	Community Development Department	On display year-round at Town Hall and Hilton Head Library and delivered to Hilton Head Area Home Builders Association	Hilton Head Library and Hilton Head Area Home Builders Association
OP #20	Brochure: "Coastal Erosion Hazards"	8	1	Reduction in number of flood losses and keep the dunes intact so they function as protection against damage	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	N/A
OP #21	Brochure: "Why Do I Need Flood Insurance" (English and Spanish)	1,2	1,3	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #22	Brochure: "Cheaper Flood Insurance"	2	1	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library

OP #23	Brochure: "Benefits of Flood Insurance Versus Disaster Assistance"	2	1	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #24	Brochure: "What You Need to Know About Federal Disaster Assistance"	2	1	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #25	Brochure: "Flood Insurance Requirements for Recipients of Federal Disaster Assistance" (English and Spanish)	2	1,3	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #26	Brochure: "Flood Preparation and Safety" (English and Spanish)	1-4	1,3	Increased knowledge of flood hazards and ways to mitigate them	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #27	Brochure: "Build Back Safer and Stronger" (English and Spanish)	1,4,5	1,3	Decrease the amount of structures below the BFE	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #28	Brochure: "Filing your Flood Insurance Claim"	10	1	Be prepared to file claims after a disaster	Floodplain Administrator	On display year-round at Town Hall and distributed in field after a flood event	FEMA
OP #29	Brochure: "Homeowners Guide To Retrofitting"	1,2,3,4,5,9	4,5	People will retrofit their homes to protect them from flooding	Floodplain Administrator	On display year-round at Town Hall, Fire Rescue Headquarters and Hilton Head Library and distributed at events	FEMA Hilton Head Library
OP #30	Brochure: "Questions and Answers About Flood Insurance for Real Estate Professionals"	2	1,6	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall and distributed to Local Real Estate Agencies	FEMA Hilton Head Area Association of Realtors
OP #31	Brochure: "Help Protect Your Customers New Home"	2	1,6	Increase the number of flood insurance policies	Floodplain Administrator	On display year-round at Town Hall and distributed to Local Real Estate Agencies	FEMA Hilton Head Area Association of Realtors
OP #32	Brochure: "Safety First-Disaster Preparedness"	3,4,7	1.8	Residents will prepare their home for disasters and stay safe during a storm	Building Division Staff	On display year-round at Town Hall and distributed at the Annual Home and Garden Show	International Code Council
OP #33	Brochure: "Flood Cleanup"	10	1.8	Maintain public health throughout the cleanup period after a flood event	Building Division Staff	On display year-round at Town Hall and distributed at the Annual Home and Garden Show	International Code Council
OP #34	Brochure: "Benefits of Building Permits"	4,5	1.8	Property Owners will apply for a permit before they start building	Building Division Staff	On display year-round at Town Hall and distributed at the Annual Home and Garden Show	International Code Council
OP #35	Brochure: "Building Green – Living Better"	4,5,6	1.8	Inform the public of the benefits of building green and living with your environment	Building Division Staff	On display year-round at Town Hall and distributed at the Annual Home and Garden Show	International Code Council
OP #36	Project "Wet" Activity Booklet: "Floods"	3,6,7,9	1	Inform children about flood risks and staying safe in an event	Floodplain Administrator	On display year-round at Town Hall and distributed at the Annual Home and Garden Show	Project "Wet"

FLOOD RESPONSE PREPARATION (FRP)

OP#	PPI Project Information/Description	Topic #s	Target Audience	Outcome	Assignment	Schedule/Distribution	Stakeholder
Topics: 1. Know your flood hazard 2. Insure your property for your flood hazard 3. Protect people from the hazard 4. Protect your property from the hazard 5. Build responsibly 6. Protect natural floodplain functions 7. Disaster preparedness 8. Coastal erosion 9. Flood warning 10. What happens after the storm?				Target Audiences: 1. Entire Island 2. V Zone Properties 3. Hispanic Population 4. Rental Community 5. Repetitive Loss Areas 6. Real Estate, Mortgage, and Insurance Companies 7. Prospective Buyers 8. Builders, Contractors, Architects, Surveyors and Landscapers 9. Property Owner Associations 10. Private Sector Partners			
FRP #1	Town of Hilton Head Island Emergency Management Division E-Subscription Service	1,3,4,9	1	To have no injuries or fatalities related to a flooding event	Emergency Manager	Released at first flood/hurricane notice and as needed during a storm event	N/A
FRP #2	Press Releases (Town Website, Facebook, Twitter, Flickr, YouTube)	2,3,4,6,9	1	To have no injuries or fatalities related to a flooding event	Emergency Manager	Released at first flood/hurricane notice and as needed during a storm event	N/A
FRP #3	Door Hanger: "Mandatory Evacuation Order" (English and Spanish)	9	1,3	Decrease the number of rescues and reduce calls to 911 for non-life-threatening emergencies	Emergency Manager	Distributed in the field when mandatory evacuation is ordered	N/A
FRP #4	Door Hanger: "Build Back Responsibly"	5,10	1	Maintain public health throughout the cleanup period; Increase the number of structures being repaired and rebuilt with permits	Floodplain Administrator	Distributed in the field during damage assessments after a storm event	N/A
FRP #5	Private Sector Partners Outreach: The Town's Emergency Manager hosts meeting with local utility companies, medical facilities, security companies and other companies to provide information on hurricane operations, debris management, damage assessment, etc.	7	10	To have no injuries or fatalities related to a flood or disastrous event; More families will be prepared for a disaster; Reduce the number of rescues and calls to 911 for non-threatening emergencies	Emergency Manager	Once a year prior to hurricane season	N/A



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Marc Orlando, ICMA~CM, Town Manager
FROM: Shari Mendrick, P.G., CFM, Floodplain Administrator
VIA: Shawn Colin, AICP, Assistant Town Manager – Community Development
VIA: Chris Yates, CBO, CFM, Development Services Manager
DATE: August 18, 2022
SUBJECT: 2022 Annual Evaluation Report of the 2020 Lowcountry Natural Hazard Mitigation Plan

Summary: The 2022 Annual Evaluation Report of the 2020 Lowcountry Natural Hazard Mitigation Plan is attached. The annual update is presented to Town Council as part of the recertification of the Town's CRS status. No official action is required.

Background: The Lowcountry Council of Governments, on behalf of Beaufort, Colleton, Hampton and Jasper Counties and municipalities within each county, prepared the 2020 Lowcountry Natural Hazard Mitigation Plan. The 2020 Lowcountry Natural Hazard Mitigation Plan replaced the Beaufort County Hazard Mitigation Plan previously adopted as an appendix to the Town of Hilton Head Island Comprehensive Plan. This Plan assesses the communities' vulnerabilities to natural hazards and includes long-term strategies to address these hazards and to prevent future damage and loss of life. The adoption of the Plan fulfills the continuing requirements that qualify the Town of Hilton Head Island for FEMA pre-disaster mitigation grants, post-disaster reconstruction assistance and continued participation in the Community Rating System (CRS).

The attached report is an annual evaluation on progress toward implementing the objectives of the Lowcountry Natural Hazard Mitigation Plan, which was adopted by Town Council in October 2021 as an appendix to the Town of Hilton Head Island Our Plan.

The annual progress report is prepared by Town staff to ensure there is a continuing and responsive planning process. The report is presented to Town Council, released to the media and made available to the public prior to recertification of the Town's CRS status. The report is available to the public for review via the Town's website, or by contacting Town staff in the Community Development Department for copies.

Attachment:

- A. 2022 Annual Evaluation Report of the 2020 Lowcountry Natural Hazard Mitigation Plan
-

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA



Lowcountry Natural Hazard Mitigation Plan

Annual Evaluation Report

Prepared July 7, 2022, by:
Town of Hilton Head Island
Shari Mendrick, P.G., CFM,
Floodplain Administrator

Background

The 2020 Lowcountry Natural Hazard Mitigation Plan is a regional, multi-jurisdictional plan that assesses the communities' vulnerabilities to natural hazards and includes long-term strategies to address these hazards and to prevent future damage and loss of life. The plan was adopted by Town Council on October 5, 2021, as an appendix to the Town of Hilton Head Island Our Plan. Adoption of the plan fulfills the continuing requirements that qualify the Town of Hilton Head Island for FEMA pre-disaster mitigation grants, post-disaster reconstruction assistance and continued participation in the Community Rating System (CRS).

Summary

In response to the annual recertification requirements to continue to be eligible for Community Rating System (CRS) Credits, in accordance with Activity 510, Floodplain Management Planning, the Town of Hilton Head Island must prepare the annual evaluation report describing progress made in the implementation of the mitigation actions stated in the 2020 Lowcountry Natural Hazard Mitigation Plan. Annual evaluation of mitigation actions gives the community a framework for monitoring the plan's effectiveness and a mechanism to track progress in the implementation of the community's mitigation actions.

This report is presented to Town Council on September 20, 2022, released to the media, and made available to the public prior to recertification of the Town's CRS status. The report is available to the public for review via the Town's website, or by contacting Town staff in the Community Development Department for copies.

In accordance with the CRS requirements for Activity 510 Floodplain Management Planning, the following questions are addressed:

1. How can a copy of the original plan be obtained?
2020 Lowcountry Natural Hazard Mitigation Plan and can be viewed on the Town's website at: <https://www.hiltonheadislandsc.gov/plans/HazardMitigationPlan.pdf>
2. Describe how this progress report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:
This report was prepared by Town staff in the Emergency Management, Engineering & Stormwater, Finance, and Inspections/Compliance Departments. The report was presented to Town Council on September 20, 2022, released to the media, and made available to the public. The report is available to the public for review via the Town's website, or by contacting Town staff in the Community Development Department for copies.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

Mitigation Action	Status	Milestones
<p>1. Evaluate need to harden critical facilities (Town Hall, Fire and Rescue Headquarters and other critical facilities as listed in this plan) to reduce vulnerability to hazards.</p>	<p>Ongoing</p>	<p>In 2019 Town staff submitted a Hazard Mitigation Grant Program grant application to SC-EMD/FEMA for a generator to be located at the soon to be constructed Fire Station 2 in Sea Pines. In March 2020 Town staff was notified the Hazard Mitigation Grant Program (HMGP) application for the generator at Fire Station 2 in Sea Pines was not selected by SC-EMD/FEMA for funding. In November 2020, the Fire Station 2 generator application was re-submitted to SC-EMD/FEMA for consideration. The application was withdrawn in August 2021 due to expenditures occurring prior to an executed grant agreement. The rebuild of Fire Station 2 was completed in 2021 and the generator was included in the overall project budget.</p> <p>In January 2020 Town staff submitted a Pre-Disaster Mitigation (PDM) grant application to SC-EMD/FEMA for a generator to be located at the Town's 911 Tower. The application was selected for award and the project was completed and closed out in February 2022.</p> <p>In November 2021 two BRIC grant applications were submitted for stormwater infrastructure projects.</p>
<p>2. Educate HH staff and public on HM grant programs and funding opportunities.</p>	<p>Ongoing</p>	<p>Staff continues to advise Hilton Head Island residents on the SC-DNR/FEMA Flood Mitigation Program grant application process when available.</p>
<p>3. Work with regional media to promote public awareness of disaster preparedness.</p>	<p>Ongoing</p>	<p>Emergency Management continues to work with the media through interviews on hurricane preparedness, including flooding. The Town's Emergency Manager conducts several interviews on the local cable station, WHHI, and the show "843" to promote public awareness of disaster preparedness.</p>
<p>4. Distribute "Flood Awareness Guide" brochure and the "Guide to Emergency Preparedness," regularly.</p>	<p>Ongoing</p>	<p>The "Flood Awareness Guide Are you flood ready?" is mailed to each household within Town limits on an annual basis. Also, the postcard is distributed at flood hazard public presentations and provided to local area Realtors for distribution to new homeowners on the island. Approximately 25,000 were distributed in 2021.</p> <p>Emergency Management staff continues to engage the public through multiple presentations throughout the year. Emergency Management provides information to the public through distribution of preparedness guides and presentations. We completed 16 preparedness presentations in 2021 with 750 people attending those presentations. Additionally, we provided 1400 English Preparedness Guides and 530 Spanish Guides. This does not include the guides that were accessed via the Town's website.</p>

Mitigation Action	Status	Milestones
5. Continue to implement structural drainage projects.	Ongoing	<p>The following projects are completed or underway:</p> <ul style="list-style-type: none"> • Jarvis Creek Pump Station – Major rehabilitation project has been completed - including electrical system upgrades, monitoring system upgrades, rehabbing the emergency generator, and elevating the emergency cutoff switches above flood stage. • Main Street Weir - Major overhaul including both operational and safety improvements; completed in 2019. • Wexford Channel Levee at Long Cove – 300 linear feet of levee raised and reinforced just upstream of the Wexford Pump Station to protect facility from extreme storm surge breach and re-circulation of flow; completed in June 2019. • Ashmore Channel Mathews Drive Outfall - Replaced the failed neoprene tide valves with stainless steel flap gates; completed in July 2018. • Lawton Creek Pump Station – Major rehabilitation project has been completed - including electrical system upgrades, monitoring system upgrades, rehabbing the emergency generator, and elevating the emergency cutoff switches above flood stage. • Various location: Storm Pipes lined, replaced, upsized at numerous locations; July 2020 - June 2022.
6. Continue to support Beaufort County's SWM Utility/plan for future SWM project.	Ongoing	<p>Beaufort County completed a county-wide Storm Water Master Plan 2018, but with only very limited, macro-scale analysis on Hilton Head Island systems.</p> <p>The Town continues to develop watershed master plans through detailed inventory and modeling projects to identify and mitigate flood hazards. Island-wide inventory and modeling program is currently 45% complete; at current funding level, programmed for completion in 2026. As each watershed is modeled, mitigation projects are identified, evaluated, budgeted, and programmed for implementation as CIP projects. Mitchellville/Palmetto Hall Watershed Study was completed in July 2019, and the Lower Jarvis Creek, Gum Tree and Jonesville Watershed studies were completed in 2020. The Wexford-Shipyard-North Forest Beach Study was completed in 2022 and the Lawton Canal study will be completed by 2023.</p>
7. Hilton Head will continue to perform periodic nourishment of its beaches.	Ongoing	<p>The last beach renourishment project was completed in December 2016. This project placed approximately 2.0 million cubic yards of sand along the Atlantic Ocean-front and Port Royal Sound-front shorelines. Annual monitoring has occurred since then and preliminary design/permitting work has begun in 2022 for the next project, anticipated to place roughly 2M CY of sand in a 2025 construction window.</p>

Mitigation Action	Status	Milestones
8. Conduct periodic surveys of the equipment used by emergency personnel and write the appropriations into their budget.	Ongoing	<p>The Emergency Manager annually reviews, and checks equipment assigned to emergency management, which includes the EOC equipment and base camp deployment package. Air conditioning and other upgrades were added to Western Shelter to provide sleeping or workspace for staff if a facility is not available.</p> <p>The Town completed a project to upgrade the EOC to replace carpeting, painting, and adding additional workspace to allow for more personnel to effectively operate.</p> <p>The Town has added additional response capability to include a light tower and a multipurpose trailer that has been used for COVID events, training, workspace for the technical rescue team and sleeping space.</p>
9. Continue to work with SCDNR to update maps based on newer/more accurate topography data.	Ongoing	Updated Digital Flood Insurance Rate Maps (DFRIMs) were adopted by the Town effective March 23, 2021. Beaufort County is awaiting the final deliverable of the Beaufort County Flood Risk Products expected to be delivered in Summer 2022.
10. Scan and store elevation certificates for convenience and ease of access on Town of Hilton Head Island website (although all written documents will be maintained).	Ongoing	Finished construction elevation certificates for all new construction, substantial improvements, residential renovations, accessory structures, etc. are received daily. These are reviewed, signed, and scanned into the appropriate building permit in the Energov system.
11. Continue to enforce Floodplain regulations to ensure proper development in compliance with all building codes, FEMA regulations and any other pertinent ordinances.	Ongoing	<p>Town staff revised and Town Council adopted the Flood Damage Controls Ordinance effective March 23, 2021. In conjunction with the map adoption, the Town adopted higher regulatory standards to include regulating the lowest floor elevation of all development town-wide, regardless of flood zone and a higher freeboard than the minimum Building Code requirement.</p> <p>The 2018 International Building Code and International Residential Code with State Modifications were adopted and went into effect January 1, 2020.</p>
12. Continue to Train Building Officials on most up to date code requirements for hazard resistant construction.	Ongoing	The Town of Hilton Head Island building official attended the 2022 South Carolina Association of Hazard Mitigation Annual Conference and received a total of 12 hours of continuing education since 2022.
13. Study vulnerable bridges to determine which ones should be hardened and conduct maintenance of these bridges and HHI Causeways.	Complete	<p>This mitigation action was carried over from the previous hazard mitigation plan and completed as a partnership with Beaufort County in 2012.</p> <p>The causeway leading from the mainland to the Mackay Creek bridge was hardened (rip rap) after Mathew (2017) by the SCDOT.</p>
14. Assist private home and business owners to obtain funding for retrofitting hazard prone buildings.	Ongoing	In January 2021 two FMA grant applications were submitted to SCDNR by the Town on behalf of eligible property owners for residential elevation projects. One was not selected, and one is currently pending additional review by FEMA. In January 2022 one FMA grant application was submitted to SCDNR by the Town on behalf of an eligible property owner for a residential elevation project.

Mitigation Action	Status	Milestones
15. Continue to develop the use of social media/smart phone technology to inform citizens of Hazard threats.	Ongoing	Staff continues to use social media to educate and provide citizens with disaster related information. Staff currently uses Facebook, Twitter, Flickr, E-subscription, and YouTube to disseminate information to the public. During events, the Emergency Operation Center updates are recorded and posted on social media and YouTube. The Town has established a Virtual Operations Support Team. The team consist of Town staff that evacuate together and support public information through a searching social media and other media sources to help the PIO develop content for social media and press releases.
16. Append this to all comprehensive plans as they are updated, or at earliest date available.	Ongoing	The 2020 Lowcountry Natural Hazard Mitigation Plan was adopted as an appendix to the Town of Hilton Head Island "Our Plan" on October 5, 2021.
17. Maintain or improve the Town's CRS rating.	Ongoing	The Town received the latest recertification in December 2021. The Town remained a Class 5 in the CRS program, although there are enough program points to become a Class 4 there is not the required prerequisites to become a Class 4 or lower community.
18. Hilton Head will continue to maintain open space related to storm water management.	Ongoing	Through the Town's land acquisition program strategic properties are purchased, some designated to preserve land and prevent further development and consequently lessen environmental and storm water impacts. This helps to maintain water quality and prevent degradation or pollution from development in those watersheds. The Town maintains the natural or engineered waterways on these Town lands to ensure adequate conveyance.
19. The Town will support ongoing efforts educate the public on the threat of Sea Level Rise and associated hazards, exploring best practices for adaptation to this threat.	Ongoing	The Town website lists resources which help educate the public about sea level rise and associated coastal hazards. In 2021 and 2022, the Town submitted HMGP and FMA grant applications to develop a Climate Adaptation Study.
20. Continue to conduct engineering inspections of fire stations as necessary to determine mitigation retrofitting measures necessary.	Complete	Inspections have been completed. Shutters able to withstand a Category 5 hurricane and fire sprinklers have been installed at fire station facilities, Fire Rescue Headquarters & Facilities Management buildings.

4. Discuss why any objectives were not reached or why implementation is behind schedule:
All applicable mitigation strategies were either in progress or on going. When possible, the Town takes advantage of federal grants which can be slow to obtain and fund.

5. What are the recommendations for new projects or revised recommendations?
The Town will continue with ongoing efforts and will take advantage of funding opportunities as they arise to move the action items forward. It should be noted that most of the items are continuing but will remain on the list due to ongoing maintenance requirements.

The Town has submitted grant applications to FEMA to fund a Climate Adaptation Study related to sea level rise and recurrent flooding in order to continue to develop mitigation strategies moving forward.



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Town Council
VIA: Marc Orlando, Town Manager
Josh Gruber, Deputy Town Manager
FROM: Shawn Colin, Assistant Town Manager, Community Development
COPY: Mac Deford, General Counsel
DATE: September 15, 2022
SUBJECT: Consideration of a Resolution authorizing the Town Manager to execute a revised Memorandum of Understanding (MOU) with Beaufort County for the William Hilton Parkway Corridor Project and Adaptive Traffic Signal Improvements.

Recommendation:

That Town Council consider the enclosed Resolution authorizing the Town Manager to execute the enclosed revised Memorandum of Understanding with Beaufort County concerning the William Hilton Parkway Corridor Project.

Summary

Adoption of the Resolution and execution of the MOU, staff will facilitate additional work that needs to be completed to provide better understanding of project details and impacts needed to inform recommendations for improvements to the bridge, corridor, and project mitigation.

Background:

This project began around 2017 when a need was identified by the SCDOT to improve the westbound bridge that connects the mainland to the island (there are two bridges in each direction). The Town and County requested a more comprehensive approach instead of piecemealing an improvement over a series of years.

Since that time, the SCDOT has involved time and funding to conduct an evaluation of alternatives and prepared a draft Preferred Recommendation following the NEPA process. There has been ample public involvement, with many workshops, well over 20 public meetings, and opportunities to provide comment.

In addition, the Town has worked with MKSK, a planning and design consultant, since April 2021 to review the project and draft recommendations to improve the corridor alignment and design elements. Town Council approved 26 recommendations on October 12, 2022. The official response and position of Beaufort County to the enclosed Town's 26 recommendations.

This is a major investment by the SCDOT and FHWA. It will have a significant impact on parts of Beaufort County, the Town of Bluffton and especially the Town of Hilton Head Island. The approach to Hilton Head Island is viewed as a visual oasis welcoming everyone to the beauty of the island. Changes that would negatively impact this entry are a major concern to the residents and visitors who come to Hilton Head. As such, the Town and many of its residents, want to make certain that all reasonable alternatives have been evaluated before a final decision is made.

The Town of Hilton Head wants to hire an independent specialist to review the information and make sure the recommendations will be in the best interests of all the players, including residents, employees, visitors, businesses, and the Gullah Cultural Community which is traversed by US 278. State Senator Davis has procured additional funds and the Town of Hilton Head will be reimbursed for the costs to hire a qualified firm(s) for this independent review.

Enclosures:

1. Resolution authorizing execution of the MOU with Beaufort County for the William Hilton Parkway Gateway Corridor Project
2. Revised MOU with Beaufort County for the William Hilton Parkway Gateway Corridor

TOWN OF HILTON HEAD ISLAND

RESOLUTION NO. 2022-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A REVISED MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA CONCERNING THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR PROJECT AND ADAPTIVE TRAFFIC SIGNAL IMPROVEMENTS.

WHEREAS, the U.S. Highway 278 corridor runs from I-95 to and throughout the Town of Hilton Head Island, and is both an economic generator and necessity for transportation; and

WHEREAS, the William Hilton Parkway Gateway Corridor Project (the "Project") is a Beaufort County project and is part of the programs funded by the 2018 sales tax that was authorized by the public in a referendum; and

WHEREAS, the synchronization of adaptive traffic signals on U.S. Highway 278 is essential to the public safety and traffic control; and

WHEREAS, the Project will have a substantial impact on the citizens and visitors of the Town of Hilton Head Island; and

WHEREAS, the Town of Hilton Head Island and Beaufort County desire to undertake improvements to U.S. Highway 278 and install adaptive traffic signals thereon; and

WHEREAS, the Town Council hereby finds that the execution of the revised Memorandum of Agreement is in the best interest of the Town of Hilton Head Island.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA That the Town Council hereby authorizes the Town Manager to enter into an agreement materially consistent with the revised Memorandum of Understanding from Beaufort County for the purpose of coordinating and implementing the William Hilton Parkway Gateway Corridor Project and installation of adaptive traffic signals on U.S. Highway 278.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS _____ DAY OF SEPTEMBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
TOWN OF HILTON HEAD ISLAND)

MEMORANDUM OF AGREEMENT FOR THE
US 278 CORRIDOR PROJECT AND ADAPTIVE
SIGNAL IMPROVEMENTS

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THIS MEMORANDUM OF AGREEMENT is made and entered into this _____ day of September 2022 by and between the Town of Hilton Head Island, South Carolina (the "Town"), and Beaufort County, South Carolina (the "County").

WHEREAS, the US 278 Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and

WHEREAS, a portion of the Project is located within the corporate limits of the Town and provides for safer transportation to the citizens and visitors of the Town of Hilton Head Island; and

WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

WHEREAS, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and

WHEREAS, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and

WHEREAS, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional independent review be conducted to evaluate transportation impacts to areas that lie outside of the Project limits and that will provide design modification recommendations that will otherwise enhance the Project; and

WHEREAS, the US 278 Corridor, extending from 1-95 to Sea Pines Circle, is of regional importance to the Town and the County to facilitate trade and commerce throughout the region; and

WHEREAS, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and

WHEREAS, there are many SCDOT-owned signals along the corridor that are managed and maintained by the Town and the County through various signal maintenance agreements with SCDOT; and

WHEREAS, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

STATE OF SOUTH CAROLINA)

WHEREAS, the Town and County desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of "Adaptive Traffic Signals."; and

WHEREAS, any and all future signal projects, including those signals within the US 278 Corridor Improvement Project, are to be fitted with the same technologies and ensured are synchronized with the other signals; and

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COUNTY OF BEAUFORT
) TOWN OF HILTON HEAD ISLAND)

MEMORANDUM OF AGREEMENT WILLIAM HILTON
PARKWAY GATEWAY CORRIDOR PROJECT AND
ADAPTIVE TRAFFIC SIGNAL IMPROVEMENTS

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~~THIS MEMORANDUM OF AGREEMENT is made and entered into this ___ day of August, 2022 by and between the Town of Hilton Head Island, South Carolina (the "Town"), and Beaufort County, South Carolina (the "County").~~

~~WHEREAS, the William Hilton Parkway Gateway Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax that was authorized by the public in a referendum; and~~

~~WHEREAS, a portion of the Project is located within the corporate limits of the Town and impacts provides for safer transportation to the citizens and visitors of the Town of Hilton Head Island; and~~

~~WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and~~

~~WHEREAS, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and Either list all the special studies or none of the studies.~~

~~WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and~~

~~WHEREAS, the Town submitted comments as prepared by MKSK to the SCDOT and the County and requested favorable consideration thereof, and such are currently still under consideration; and~~

~~WHEREAS, there have been a substantial number of comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and/or the County about the need for the Project to include efficient links to the Cross Island Parkway and Local Highway 278, and to determine, via and a request for an independent review has been requested to evaluate transportation impacts to areas that lie outside the current project area and design modifications needed recommendations for those links or to that will otherwise enhance the Project; and~~

~~WHEREAS, the County and the Town have has determined that, as a necessary condition for the Town to give municipal consent precedent to their making an informed decision on what option for the Project is in the best interests of their residents, an independent review (the "Independent Review") must be performed by a consultant, in material conformance with the Scope of Work (the "Scope of Work") set forth on Exhibit A attached hereto; and. The Town will give its municipal consent and the Town and County agree that said independent review will be conducted by the Town. The Town and County will agree that the review will take place while the design for the bridge is underway and the Town Manager and his staff will work with the County Administrator and his staff to complete the study in the most efficient and effective manner possible, addressing all of the recommendations that have been made to date.~~

~~WHEREAS, the US Highway 278 Corridor, extending from I-95 to Sea Pines Circle, is of regional importance to the Town and the County to facilitate trade and commerce throughout the region; and~~

~~WHEREAS, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and~~

~~WHEREAS, there are many SCDOT owned signals along the corridor that are managed and maintained by the Town and the County through various signal maintenance agreements with SCDOT; and~~

~~WHEREAS, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and~~

~~WHEREAS, the Town and County desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of "Adaptive Traffic Signals."; and~~

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~~WHEREAS, any and all future signal projects, including those signals within the US 278 Corridor improvement Project, are to be fitted with the same technologies and ensured are synchronized with the other signals.~~

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~~NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:~~

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~~1. The Town and County agree to advance the Project through in equal partnership a cooperative manner. All meetings, discussions, decisions, and approvals concerning the Project shall be made, in writing and signed by include authorized representatives of from both the Town and County respectively. Any items requiring approval by the respective Council's will be considered and acted on at the respective council's agenda within forty-five days after the item requiring approval has been drafted.~~

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~~2. The County and the Town mutually agree to work together in good faith to address the feasibility and merits of recommendations previously made by MKSK (as set forth in Exhibit A) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project.~~

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~~3. The County and Town will retain an independent consultant (the "Independent Consultant"), (ie one that does not have a previous or current contractual relationship with SCDOT, the County, or the Town) to perform an additional independent review of the project. The Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits.~~

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~~4. The County and Town, through a committee consisting of the County Administrator or his designee, the Assistance County Administrator for Infrastructure, the Hilton Head Town Manager or his designee and the Assistant Town Manager of Community Development and County Transportation Program Manager Consultant (Jennifer Bragg), will select the Independent Consultant, through a competitive bid process.~~

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~~5. For items included in the MKSK comments and other recommendations arising from the Independent Review that may require additional funding, the County and the Town mutually agree to work together to seek the funds necessary to implement the proposed elements.~~

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~~6. The Town and County mutually agree to work together, along with SCDOT and LATS, to design, implement and maintain a connected and synchronized signal system along US 278. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The County and Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.~~

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~~Further, the County and the Town mutually agree to work together to seek the funds necessary to acquire and implement the proposed improvements of the Adaptive Traffic Signals.~~

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~~7. Any signal improvements from the synchronization project not already installed within the corridor prior to the construction of the Project, will be incorporated as such.~~

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~~1. The Town and County agree to advance the Project through equal partnership a cooperative manner. All meetings, discussions, decisions, and approvals concerning the Project shall be made in writing and signed by include authorized representatives of from both the Town and County respectively. Any items requiring approval by the respective Council's will be considered and acted on at the~~

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~~respective council's agenda within forty-five days after the item requiring approval has been drafted.~~

2. ~~The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations previously made by MK,SK (as set forth in Exhibit B) (the "Recommendations") and further agree that one bridge will be designed and constructed for the project and which may be made by the Independent Consultant after it performs the Independent Review, as discussed at the joint meetings of the Town Council and the County Council on April 5, 2022 and April 21, 2022.~~

~~The County and Town through a committee consisting of the County Administrator or his designee, The Assistance County Administrator for Engineering, Jennifer Bragg, the Hilton Head Town Manager or his designee and Shawn Colin will select, through a competitive bid process an independent consultant (the "Independent Consultant"), i.e., one that does not have a previous or current contractual relationship with SCDOT, the County or Town, to perform the Independent Review. The Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits to include additional intersections materially consistent with a Scope of Work to be developed and agreed upon by this committee, which will consider project impacts and a mitigation assessment.~~

3. ~~The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations that affect areas and design recommendations within the project boundary which may be made by the Independent Consultant after it performs the Independent Review, as discussed at the joint meetings of the Town Council and the County Council on April 5, 2022 and April 21, 2022. The Town will not seek, lobby for, nor agree to additional studies beyond this end-to-end analysis by the independent consultant and will opening and publicly oppose additional project delays.~~

4. ~~The County agrees to make available and provide all project data, including but not limited to cost estimates with supporting details, traffic data, including modeling and simulation materials, other technical documents, and base design files. It will not be independent if they use our data.~~

5. ~~The Town and County mutually agree to work together, along with SCDOT, to design, implement, and provide ongoing maintenance and operations for the planned improvements for uniformed Adaptive Traffic Signals located on US 278. Further, the County and the Town mutually agree to work together to seek the funds necessary to acquire and implement the proposed improvements of the Adaptive Traffic Signals.~~

~~The Town will contract with MKSK to complete an engineering opinion and probable cost for the Town's Recommendations:~~

8. ~~As part of this agreement, the Town provides its municipal consent to the Project.~~

2. ~~The Town and County will coordinate with SCDOT to perform a value engineering of the project to identify and eliminate unwanted costs and improve function and quality as well as to optimize initial and long-term investment, seeking the best possible value for the lowest cost. Automatic~~

3. ~~For items included in the MKSK comments and other recommendations arising from the Independent Review that may require additional funding, the County and the Town mutually agree to work together to seek the funds necessary to implement the proposed elements.~~

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EXHIBIT A

SCOPE OF WORK / SPECIFICATIONS END-TO-END ANALYSIS AND SIMULATION

The selected firm shall provide the following services:

A. Review Prior Work and Work in Progress Does this mean we start all over again?

1. ~~Review work that was prepared by Beaufort County and the South Carolina Department of Transportation (SCDOT) and its consultants related to the US 278 Gateway Corridor Project (the "Project"). This includes the Purpose & Need, the travel demand and intersection modeling, alternatives studied, the evaluation criteria, and the preliminary design and its impacts. The NEPA document, available on the SCDOT website, should also be reviewed. What is the purpose of this?~~
2. ~~Review the evaluation of the Project provided by Smart Mobility on behalf of the South Carolina Coastal Conservation League (dated August 2021). Why is this here?~~
3. ~~Review the work done by HDR on the evaluation of the regional traffic model, data inputs and assumptions, traffic projections and impacts to the list of alternatives evaluated by SCDOT and their consultants.~~
4. ~~Review the 26 recommendations to the SCDOT concepts that were prepared by the Town's planning and design consultant, MKSK, with input from HDR, and approved by the Town Council.~~

B. Review meeting What are the Town's goals for this project and are they in writing?

~~Town staff will facilitate a briefing meeting with the selected consultant to review the above, the Town's goals, along with a review of questions raised by the public and Town Council. The Town staff may include representatives from Beaufort County, the SCDOT and their consultants for this meeting to help answer questions on the prior work performed, and any updates. The Town may also convene a meeting with stakeholders. Does this mean Baer and associates are the stakeholders? during the same timeframe so that the consultant can relay its experience and work plan to complete necessary work.~~

C. Consultant Modeling What does this section have to do with building the bridge itself?

~~The consultant will review the work done on the modeling of existing and projected conditions. The consultant should describe their modeling expertise and any enhancements to the model, or use of additional data sets, to improve its accuracy (SCDOT has access to Streetlight and INRIX). Other sources that could be used, and their cost should be described.~~

~~Modeling for this project was based on both the statewide SCDOT model and the model developed for Metropolitan Planning Organization known as the Lowcountry Area Transportation Study (LATS). Synchro was the primary tool used to model the Corridor Project.~~

~~The consultant is expected to review those models and update the traffic projections for 2045. This could include a calibration of the models or creation of a new model (please specify your approach). This will include a review of traffic post-COVID, distribution to the William Hilton Parkway and Cross Island Parkway, future traffic projections related to factors such as the increase of short-term rentals, increase in day-trips to the island, infill development, and the limited capacity of the transportation network.~~

1. ~~This modeling should extend the study area used by the SCDOT to evaluate if~~

improvements within the SCDOT study area will just push congestion downstream or onto local roads.

Specific intersections to be included in this expanded study area are Gumtree to Moss Creek, Pembroke Drive, Indigo Run/Whooping Crane Way (U.S. 278 Business Route), Bluffton Parkway and Buckingham Landing Road, Palmetto Bay Road at Point Comfort/Arrow Roads, Palmetto Bay Road at Target Road, and Sea Pines Circle. The Town should have counts available but please list a cost per intersection for any new counts as an additional service.

2. Update the modeling to include:

- ▲ ~~The impact of the removal of the toll for the Cross Island Parkway in June 2021.~~ The Town's traffic monitoring shows that removal of the toll increased traffic along the former toll road. The prior split was 67% Business Route to 33% Cross Island Parkway. The most recent data shows a 62% to 38% split.
- ▲ ~~Changes associated with increased traffic.~~ In the recent past, an estimated 2.6 million visitors traveled to Hilton Head Island annually. The projected figure is now 3.4 million. Some of the increase in traffic is related to an increase in development on the mainland, which increases travel to Hilton Head Islands beaches, stores, restaurants, and employers. Hilton Head residents and visitors have also increased their travel to the mainland generators. An expanse of Short-Term Rentals has also increased travel.
- ▲ ~~There is a transit system from the mainland that provides travel options especially for workers~~ (Low-Country Regional Transit Authority). There is a separate on-island shuttle system ("the Breeze") for visitors on the Island to travel between Coligny Plaza/Beach to the Westin, stopping at 20 shopping destinations and beaches along the way. Use has also increased using the abundance of non-motorized trails on the island. The consultant should confirm that the modeling account for those non-auto trips.
- ▲ ~~The Town is mostly built out.~~ There are a few vacant parcels with plans underway for several of those. There is also an opportunity for redevelopment of several older shopping centers or older development to be updated with mixed uses or different intensities. The models should consider how the redevelopment may change volumes on some of the roadways instead of a blanket percentage applied to all the roadways uniformly. How will this be accomplished?

3. Evaluate how the Adaptive Traffic Signals will impact the traffic flow and average travel times along the corridor at peak times and at other periods. The Town and County expect to implement Adaptive Traffic Signal locations from Buelwalter Place (5-6 miles inland) to all the traffic signals along William Hilton Parkway, as well as all 26 signalized intersections on Hilton Head Island. The consultant should identify if there are other ITS improvements that should be considered, and their cost.

4. Evaluate if there are reasonable changes that could reduce transportation demand using transit, non-motorized transportation or changes that could influence travel patterns. The Town has worked with Beaufort County and the SCDOT to improve the non-motorized travel through the project area to non-motorized crossings. Most of the travel through the project area is by auto. The consultant should identify other alternatives that need to be considered.

5. ~~Review the alternatives considered along the corridor to determine if any were dismissed prematurely, or if additional alternatives need to be evaluated.~~
6. ~~Identify improvements to the roadways, crossroads, and intersections based on the updated model. Consider if there are other options that should be pursued.~~
7. ~~Review comments on the safety aspects of the alternatives tested vehicles, bicyclists, and pedestrians. Recommend any changes or additions that should be pursued~~
8. ~~Recommend any changes to the SCDOT's preferred design that would reduce the impacts on private property owners, especially in the Traditional Cultural Property Community area.~~

~~D. Meetings and Engagement I read this section as we start the process of picking a choice all over again.~~

~~Anticipate participation in a series of public open houses, meetings with stakeholder groups, and 2-3 public meetings with the Town Council.~~

~~The Town will set up meetings with Town Council, Town staff, and review meetings with others (such as Beaufort County, LATS, the SCDOT, and their consultants). The Town will also schedule a series of meetings with key stakeholders from the Town. The consultant should assume the following:~~

1. ~~A bi-weekly scheduled meeting with the Town's Project Manager and others that they may include.~~
2. ~~A monthly briefing for the Town Manager.~~
3. ~~Two or three days at Hilton Head Island at the project outset to become familiar with the project study area, data, the background information.~~
4. ~~A couple of virtual meetings to review the model information from the SCDOT, LATS and consultants.~~
5. ~~Two or three meetings with the Town Council, all open to the public and expected to be live-streamed. The consultant may also be meeting with stakeholders and staff during periods when the consultant is on-site for Town Council engagements.~~

~~E. A report that provides a Peer Review of the work being done by others. This may include a list of specific changes to the approach or methodology or additional assessment of alternatives or mitigation. This may include other approaches to help meet the projected demand such as transit options.~~

~~F. Presentation of findings~~

~~A draft of the findings will be shared with Town staff and its planning and design consultants, MKSK. The Town may request another meeting with the SCDOT or County and their consultants. Thereafter the material shall be presented to the Town Council first at a study session, then at a public open house and then a Town Council public meeting.~~

~~The format of the recommendations is left to the Consultant. But the Proposal should explain the potential format. A summary or matrix could be provided that compares alternatives, using factors such as overall travel time, impact on safety, access from neighboring properties or cross streets, NEPA impacts and enhanced mitigation, or impacts on the visual character of the roadway, and total costs.~~

The evaluation of alternatives should include but not be limited by the items listed below. The Consultant can suggest other alternatives or methodologies: We are going to start all over again?

1. ~~Current Modified Preferred Alternative, as presented by SCDOT.~~
2. ~~Current Modified Preferred Alternative as presented by SCDOT with additional changes to the road or intersections outside of their study area.~~
3. ~~An alternative that includes replacement of the deficient eastbound bridge supplemented with other localized improvements.~~
4. ~~Any other alternatives that may have been prematurely dismissed or new alternatives that the Consultant has identified.~~

EXHIBIT A

Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

CORRIDOR-WIDE RECOMMENDATIONS

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared ~~use paths~~ use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

ZONE-SPECIFIC RECOMMENDATIONS

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.
18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).

19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill ~~Harbour~~Harbor Entrance.
20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

ADDITIONAL POLICY RECOMMENDATIONS

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

Responses to MKSK Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John Mccann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

Corridor Wide

1. Reduce lane widths to 11' to calm traffic & reduce property impacts

Preliminary Response: Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

Additional Response: During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas

Preliminary Response: Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

Additional Response: Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics

Preliminary Response: Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

Additional Response: The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

4. Take advantage of Town-owned property for sake of Parkway improvements

Preliminary Response: Agreement on this item and was part of the SIB application.

Additional Response: Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

5. Utilize ITS smart signal technology throughout

Preliminary Response: Agreement on this item. It is already part of the current project scope.

Additional Response: Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

6. Reduce curb cuts and provide for alternative/safer property access throughout

Preliminary Response: Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

Additional Response: Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks

Preliminary Response: No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill ~~Harbour~~Harbor to the shared use path underpass west of the Windmill ~~Harbour~~Harbor entrance.

Additional Response: No additional comments.

8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians

Preliminary Response: Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

Additional Response: The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

9. Open/encourage views to the water wherever possible, as part of the Island's "signature"

Preliminary Response: Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

Additional Response: This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others

Preliminary Response: Agreement that this element should be Town driven through its CIP Program.

Additional Res onse: The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

11. Reduce design & posted speeds throughout the corridor.

Preliminary Response: The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

Additional Response: The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

12. Evaluate the island-wide transportation system.

Preliminary Response: Agreement this is an effort that will be handled locally

Additional Response: No additional comments.

Zone specific recommendations

13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)

Preliminary Response: Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

Additional Response: County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)

Preliminary Response: Okay through coordination of County & Town

Additional Response: Not eligible for SCOOT or SIB Funding

15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge

Preliminary Response: SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

Additional Response: The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge

Preliminary Response: The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

Additional Response: The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles

Preliminary Response: Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

Additional Response: The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms)

Preliminary Response: Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

Additional Response: This has potential schedule implications but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance

Preliminary Response: Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

Additional Response: No additional response.

20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney

21. Eliminate confusing SCDOT U-turns

22. Eliminate left turns and traffic introduction onto Old Wild Horse Road

Preliminary Response: This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

Additional Response: Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition

while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

23. *Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage*

24. *Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings*

Preliminary Response: This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

Additional Response: The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

25. *Create a Stoney-authored vision plan for the next generation of that neighborhood*

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Res onse: As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

26. *Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.*

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

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~~**Preliminary Response:** This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.~~

~~**Additional Response:** The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.~~

~~25. Create a Stoney authored vision plan for the next generation of that neighborhood~~

~~**Preliminary Response:** Agreement that this should be a locally handled effort.~~

~~**Additional Res onse:** As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.~~

~~26. Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.~~

~~Item 21.~~

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

~~item 21.~~

Appendix 1: Jenkins Island Meandering

~~Item 21.~~

Appendix 2: Squire Pope to Spanish Wells Tech Meme

Technical Memorandum

To: ~~Craig Winn, PE
Project Manager
South Carolina Department of Transportation~~

From: ~~CDMSmith~~

Date: ~~January 26, 2022~~

Subject: ~~US 278 Alternative Intersection Analysis Between Squire Pope Road and Spanish Wells Road~~

Introduction

~~The Town of Hilton Head's land planning consultant, MKSK, and HOR have requested additional intersection analysis along US 278. The additional analysis includes reinstating the left turn lanes at Squire Pope Road and Spanish Wells Road. This technical memorandum details the future year 2045 operational analysis for the two new alternative scenarios and how they compare to the preferred alternative presented at the US 278 Public Hearing on July 22, 2021.~~

Preferred Alternative 4A

~~The preferred alternative presented at the Public Hearing proposed to remove the eastbound left turn lane from US 278 onto Squire Pope Road, remove the eastbound and westbound left turn lanes onto Wild Horse Road and Spanish Wells Road, and to add a signal at Old Wild Horse Road to facilitate u turn movements. This configuration of two and three phased signalized intersections will work together as a system to help improve the overall intersection operations along this segment of US 278. The lane geometries and levels of service (LOS) are provided in **Figure 1**.~~

~~The operational analyses of the preferred alternative are summarized **Table 1**. In the AM peak hour, the intersections operate with an overall LOS B or better. In the PM peak hour, Squire Pope Road will operate at LOS A while Old Wild Horse Road and Spanish Wells Road will operate at LOS C. The SimTraffic results, provided in **Table 2**, show an arterial speed of 24 mph in the eastbound direction and 32 mph in the westbound direction during the AM peak hour, with a total travel time of 60.7 seconds in the eastbound direction and 44.9 seconds in the westbound direction. In the PM peak hour, the arterial speed is 24 mph in the eastbound direction and 25 mph in the westbound direction with a total travel time of 59.9 seconds in the eastbound direction and 57.5 seconds in the westbound direction. The Synchro and SimTraffic reports for the preferred alternative are provided in **Appendix A**.~~

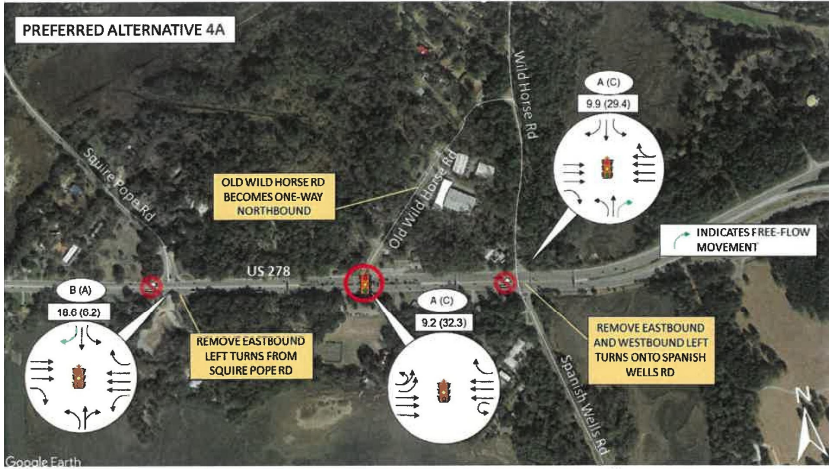


Figure 1 – Lane Geometries and LOS – Preferred Alternative 4A

Intersection	AM		PM			
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	B	18.6	Overall	A	6.2
Old Wild Horse Road	Overall	A	9.2	Overall	C	32.3
Wild Horse Rd/Spanish Wells Rd	Overall	A	9.9	Overall	C	29.4

Table 2 – Preferred Alternative SimTraffic Summary

Preferred Alternative						
Eastbound	AM	Travel Time (s)	60.7	Westbound	Travel Time (s)	44.9
		Arterial Speed (mph)	24		Arterial Speed (mph)	32
		Delay (s)	27.6		Delay (s)	11.4
	PM	Travel Time (s)	59.9		Travel Time (s)	57.5
		Arterial Speed (mph)	24		Arterial Speed (mph)	25
		Delay (s)	26.4		Delay (s)	24.0

Additional Analysis

Although the operational analysis of the preferred alternative shows exceptional levels of service at all three intersections and an improvement in travel times along this portion of US 278, there is citizen concern regarding removing the left turns from US 278 and adding a signal at the Old Wild Horse Road intersection. The Town of Hilton Head requested two additional scenarios be considered which reinstate the left turn movements:

- Option 1: Dual eastbound left turn lanes from US 278 onto Squire Pope Road, dual southbound right turn lanes from Squire Pope Road onto US 278, single eastbound left turn lane from US 278 onto Wild Horse Road, single westbound left turn lane from US 278 onto Spanish Wells Road, and removal of the signal at Old Wild Horse Road.
- Option 2: Dual eastbound left turn lanes from US 278 onto Squire Pope Road, single free flow southbound right turn lane from Squire Pope Road onto US 278, single eastbound left turn lane from US 278 onto Wild Horse Road, single westbound left turn lane from US 278 onto Spanish Wells Road, and removal of the signal at Old Wild Horse Road.

As part of the screening analysis of these two options, additional scenarios combining various lane configurations were considered in an effort to provide the best possible operational performance:

- Scenario a: Separate southbound left and through lanes at Squire Pope Road; dual northbound left turn lanes from Spanish Wells Road onto US 278
- Scenario b: Separate southbound left and through lanes at Squire Pope Road; single northbound left turn lane from Spanish Wells Road onto US 278
- Scenario c: Combined southbound left/through lane at Squire Pope Road; dual northbound left turn lanes from Spanish Wells Road onto US 278
- Scenario d: Combined southbound left/through lane at Squire Pope Road; single northbound left turn lane from Spanish Wells Road onto US 278

At Spanish Wells Road, because the left turn movements from US 278 are added back to the signal phasing, the single northbound left turn lane will no longer be able to accommodate the left turning volume. This is because the green time that was allocated to the northbound left is now distributed to the protected left turn phases on US 278. Therefore, dual northbound left turn lanes are needed at the Spanish Wells Road intersection and the only viable scenarios were a and c, described above.

The comparison between scenario a and scenario c showed a miniscule difference in operations at the Squire Pope Road intersection and were the same for the Spanish Wells Road intersection. Scenario c was advanced further because by combining the southbound left and through movements into one lane, there is a savings in right of way impacts. **Appendix B** provides the Synchro reports and detailed summary table for the scenarios.

Option 1—Dual southbound right turn lanes

Figure 2 shows the lane geometries and LOS results for Option 1. **Table 3** summarizes the operational analysis of the intersections. In the AM peak hour, Squire Pope Road and Spanish Wells Road operate at LOS C. In the PM peak hour, both intersections operate at LOS D.

The SimTraffic results, provided in Table 4, show an arterial speed of 20 mph in the eastbound direction and 34 mph in the westbound direction during the AM peak hour, with a total travel time of 70.6 seconds in the eastbound direction and 42 seconds in the westbound direction. In the PM peak hour, the arterial speed is 23 mph in the eastbound and westbound directions with a total travel time of 63 seconds in the eastbound direction and 63.8 seconds in the westbound direction. The Synchro and SimTraffic reports are provided in Appendix Band Appendix C, respectively.

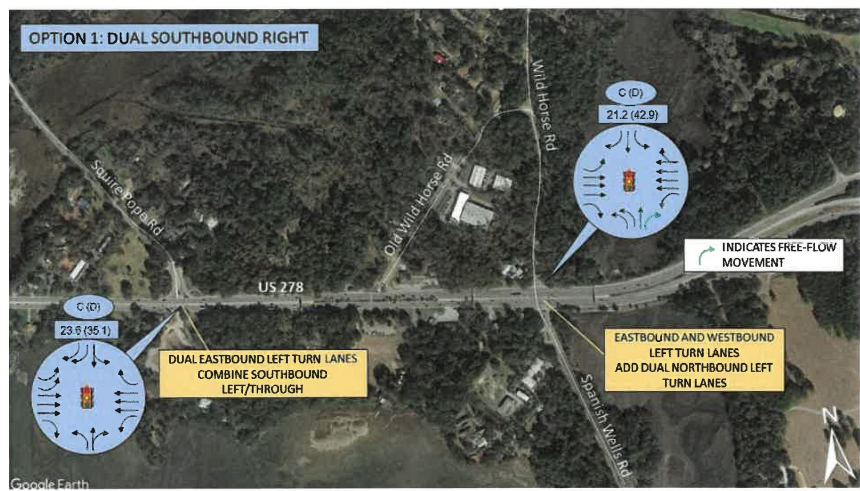


Figure 2 – Lane Geometries and LOS—Option 1

Intersection	AM			PM		
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	C	23.6	Overall	D	35.1
Old Wild Horse Road	Overall	N/A	N/A	Overall	N/A	N/A
Wild Horse Rd/ Spanish Wells Rd	Overall	C	21.2	Overall	D	42.9

Table 4 – Option 1 Alternative SimTraffic Summary

Option 1						
Eastbound	AM	Travel Time (s)	70.6	Westbound	AM	Travel Time (s)
		Arterial Speed (mph)				42.0
		Delay (s)				8.9
	PM	Travel Time (s)	63.0	PM	Travel Time (s)	63.8
		Arterial Speed (mph)			23	
		Delay (s)			29.9	

Option 2—Single free-flow southbound right turn lane

Figure 3 shows the lane geometries and LOS results for Option 2. Table 5 summarizes the operational analysis of the intersections. In the AM peak hour, the intersections operate at LOS C or better. In the PM peak hour, both intersections operate at LOS D.

The SimTraffic results, provided in Table 6, show an arterial speed of 22 mph in the eastbound direction and 33 mph in the westbound direction during the AM peak hour, with a total travel time of 66.3 seconds in the eastbound direction and 43.6 seconds in the westbound direction. In the PM peak hour, the arterial speed is 23 mph in the eastbound direction and 22 mph in the westbound direction with a total travel time of 64 seconds in the eastbound direction and 66.9 seconds in the westbound direction. The Synchro and SimTraffic reports are provided in Appendix B and Appendix C, respectively.

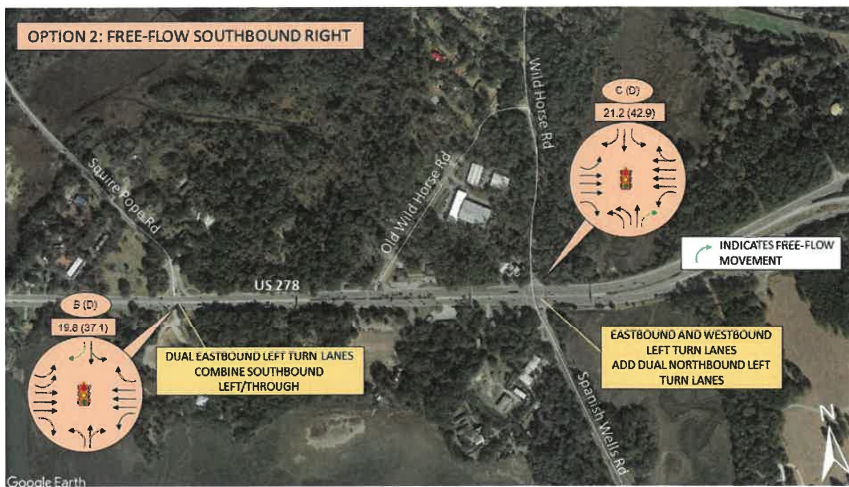


Figure 3—Lane Geometries and LOS—Option 2

Intersection	AM			PM		
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	B	19.8	Overall	D	37.1
Old Wild Horse Road	Overall	N/A	N/A	Overall	N/A	N/A
Wild Horse Rd/ Spanish Wells Rd	Overall	C	21.2	Overall	D	42.9

Table 6 – Option 2 Alternative SimTraffic Summary

Option 2							
Eastbound	AM	Travel-Time (s)	66.3	Westbound	AM	Travel-Time (s)	43.6
		Arterial-Speed (mph)	22			Arterial-Speed (mph)	33
		Delay (s)	33.4			Delay (s)	10.6
	PM	Travel-Time (s)	64.0		PM	Travel-Time (s)	66.9
		Arterial-Speed (mph)	23			Arterial-Speed (mph)	22
		Delay (s)	31.0			Delay (s)	33.8

Summary of Level of Service Results

The following summarizes how the two proposed options compare to the preferred alternative. Figure 4 shows the overall intersection operations for all the alternatives. The preferred alternative provides the best level of service operations for Squire Pope Road and Spanish Wells Road. At Squire Pope Road in the AM peak hour, Option 2 exhibits a comparable level of service, but in the PM peak hour, the level of service is markedly worse. At the Spanish Wells Road intersection, the preferred alternative operates much better than the two proposed alternatives in both the AM and PM peak hours.



Figure 4— Intersection LOS Comparison

Tables 7 and 8 provide a detailed comparison of each alternative by lane movement for the AM and PM peak hours, respectively. When the eastbound left turn movement is added back to the Squire Pope Road intersection, the westbound approach suffers the most in terms of delay. This is because the eastbound left turn movement requires a protected phase within the signal cycle and must take that green time away from other movements at the intersection, such as the westbound movements. The same is true for the incorporation of eastbound and westbound left turn lanes at Spanish Wells Road. At

this intersection, all of the movements show a degradation in level of service when compared to the preferred alternative, especially the westbound and northbound approaches in the AM peak hour. The PM peak hour shows a less drastic effect from adding the left turn lanes.

Movement	Preferred Alternative				Alternative											
	PLS	Delay	Level of Service	PLS	Delay	Level of Service	PLS	Delay								
AM Peak Hour	EB	3T	1.00	E	25.0	EB	ZL	0.82	C	23.4	EB	ZL	0.81	E	22.8	
		1R	0.01				1R	0.01					1R		0.01	
	WB	HL	0.27			WB	HL	0.17			WB	HL	0.17			
		3T	0.42	A	0.7		3T	0.49	A	8.5		3T	0.49	A	8.6	
	NB	HL	0.10			NB	HL	0.32			NB	HL	0.09			
		1T/R	0.24	F	82.8		1T/R	0.23	F	99.6		1T/R	0.23	F	95.4	
	SB	HL	0.36			SB	1T/T	0.69			SB	1T/T	0.69			
		1T	0.11	F	89.2		1T		F	93.7		1T		F	116.7	
		1R					2R	0.74				1R				
	Overall			B	18.6	Overall			E	23.6	Overall			B	19.8	
	PM Peak Hour	EB	3T	0.92	A	4.2	EB	HL	0.29			EB	HL	0.29		
			1R	0.24				3T	0.95	A	7.1		3T	0.95	A	7.1
WB		3T	0.36	A	4.0	WB	HL	0.99			WB	HL	0.99			
		1T/R	0.36				3T	0.42	E	23.1		3T	0.42	C	23.1	
NB		HL	0.99			NB	ZL	1.03			NB	ZL	1.03			
		1T	0.31	F	118.1		1T	0.73	F	153.2		1T	0.73	F	153.2	
SB		HL	0.62			SB	HL	0.65			SB	HL	0.65			
		1T	0.63	F	88.8		1T	0.73	F	109.1		1T	0.73	F	109.1	
		1R	0.49				1R	0.29				1R	0.29			
Overall				A	9.9	Overall			C	21.2	Overall			E	21.1	
Overall		EB	1T/T	0.74			Overall									
			HL	0.74	A	9.1										
	3T		0.92													
	WB	HL	0.72													
		3T	0.59	A	9.4											
Overall			A	9.2												

Table 9: Summary of Travel Time Analysis															
Direction	Movement	Preferred Alternative			Option 1			Option 2							
		LOS	Delay	Travel Time (s)	LOS	Delay	Travel Time (s)	LOS	Delay	Travel Time (s)					
Eastbound	EB	3T	0.76	A	8.4	2L	1.02	B	17.9	3T	0.72	B	19.4		
		1R	0.05			1R	0.05			1R	0.05				
	WB	3T	0.97	A	1.2	4L	0.18	D	40.9	3T	1.10	D	48.6		
		1R				1R				1R					
	NB	1L	0.08	F	89.9	1L	0.29	F	87.4	1L	0.06	F	82.3		
		1T/R	0.49			1T/R	0.49			1T/R	0.41				
	SB	1L	0.74			1L/T	0.85			1L/T	0.69				
		1T	0.08	F	116.3	2R	0.85	F	102.3	1R		F	103.9		
	Overall				A	6.2	Overall		D	35.1	Overall			B	19.8
	Westbound	EB	3T	0.74	A	0.8	1L	0.98	A	8.8	1L	0.98	A	8.8	
1R			0.34			3T	0.84			1R	0.28				
WB		3T	0.93	D	36.5	1L	0.91	D	54.9	4L	0.91	D	54.9		
		1T/R	0.98			3T	1.00			1T/R	1.02				
NB		1L	1.01			2L	1.00			2L	1.00				
		1T/R	0.36	F	116.3	1T	0.52	F	125.1	1T	0.52	F	125.1		
SB		1L	0.36			1R				1R					
		1T	0.93	F	125.6	1L	0.40	F	126.7	1L	0.40	F	126.7		
Overall				C	29.4	Overall		D	42.9	Overall			D	42.9	
Other		EB	1U/L	1.03											
	1L		1.03	C	21.4										
	WB	3T	0.73												
		1U	0.63	D	40.0										
	Overall				C	32.3									

Summary of Travel Time Analysis

The SimTraffic analysis, summarized in Table 9, provides travel time estimations for each of the alternatives. During the AM peak hour in the eastbound direction, the preferred alternative results in the shortest average travel time (and thus highest travel speed) between the Squire Pope Road intersection and the Spanish Wells Road intersection. In the westbound direction in the AM peak hour, Option 1 shows a slightly shorter travel time (2.9 seconds faster) than the preferred alternative. Option 2 results in a travel time savings of 1.3 seconds over the preferred alternative. In the PM peak hour, the preferred alternative shows a slightly shorter travel time in the eastbound direction than the other alternatives. However, in the westbound direction, the travel time savings is 6.3 seconds and 9.4 seconds over Option 1 and Option 2, respectively.

Table 9-5 Time Savings - All Alternatives

		SimTraffic Results					
		EB Travel Time (s)	EB Speed (mph)	EB Delay (s)	WB Travel Time (s)	WB Speed (mph)	WB Delay (s)
Preferred Alternative	AM	60.7	24	27.6	44.9	32	11.4
	PM	59.9	24	26.4	57.5	25	24.0
Option 1	AM	70.6	20	37.5	42.0	34	8.9
	PM	63.0	23	29.9	63.8	23	30.6
Option 2	AM	66.3	22	33.4	43.6	33	10.6
	PM	64.0	23	31.0	66.9	22	33.8

Another method of assessing the travel time through the corridor is by analyzing the time-space diagram. These diagrams indicate the progression of a vehicle as it travels between the signal at Squire Pope Road (top bar), through the Old Wild Horse Road intersection (middle bar) to the signal at Spanish Wells Road (bottom bar). The thick horizontal bars at each signal represent the red, yellow, and green times that a vehicle will experience along US 278.

To interpret the diagrams, pick a blue line and follow it from top to bottom for the eastbound direction (Figures 5-7). For the westbound direction, pick a red line and follow it from bottom to top (Figures 8-10). A straight blue or red line indicates that a vehicle will travel through the Old Wild Horse Road and Spanish Wells Road signals on green. A horizontal blue or red line indicates that a vehicle will get stopped. The longer the horizontal blue or red line, the longer the delay. Additionally, the height of the stacked horizontal blue or red lines represents vehicles queued at the intersection. The width of the straight blue or red lines (without horizontal breaks) indicates the length of time vehicles will progress through the segment without stopping.

Figure 5 shows the PM peak hour eastbound progression for the preferred alternative. The width of straight lines is approximately 70 seconds. Some vehicles will get stopped at the Old Wild Horse Road signal to allow for the protected u-turn movement phase, indicated by the hatched areas in the green horizontal line. However, because the signals are coordinated and consist of two- and three-phases, once the eastbound traffic gets a green, the queues dissipate at Spanish Wells Road and vehicles can travel unimpeded for 70 seconds.

Figure 6 shows the eastbound progression for Option 1. Figure 7 shows the eastbound progression for Option 2. When compared to the preferred alternative, these alternatives show a much longer queue at Spanish Wells Road. Vehicles begin stacking when the eastbound direction receives a red light. When the light turns green, the front of the queue begins to dissipate, but the back of the queue does not flush out until halfway through the green phase. Although the signals at Squire Pope Road and Spanish Wells Road are also coordinated, they are both four-phase signals that require protected phasing for eastbound and westbound left turns from US 278 (as indicated by the hatched areas within the green horizontal line), which take away from the green time for through traffic along US 278.

In the eastbound direction during the PM peak hour, Options 1 and 2 have an unimpeded time of approximately 35 and 30 seconds, respectively. This indicates that although there is some delay encountered with the additional signal at Old Wild Horse Road, the overall progression of through traffic is better in the preferred alternative.

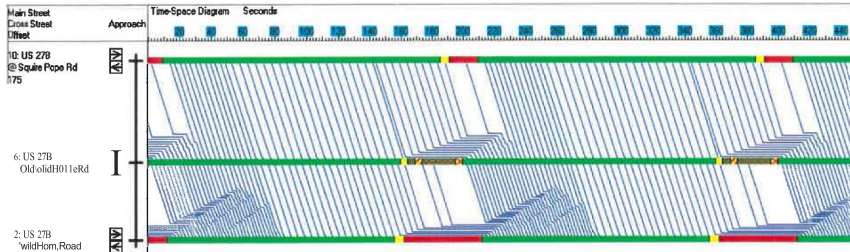


Figure 5—PM Peak Hour Eastbound Progression—Preferred Alternative

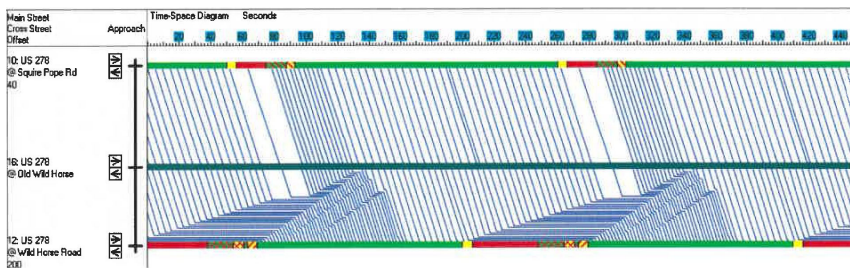


Figure 6—PM Peak Hour Eastbound Progression—Option 1

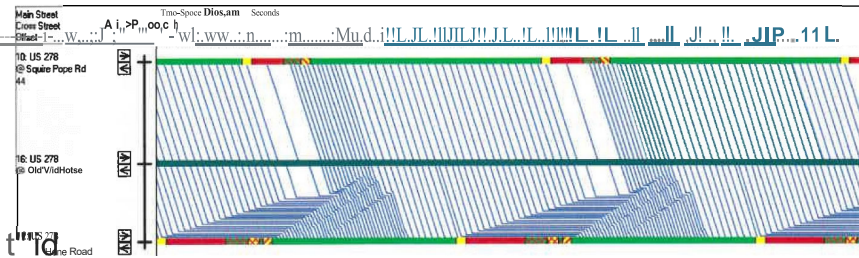


Figure 7—PM Peak Hour Eastbound Progression—Option 2

Figures 8-10 show the time-space diagrams for the PM-westbound direction. It is often difficult to achieve progression in both directions along a corridor within the same time period. During the PM-peak hour, westbound is the peak direction and therefore the signal coordination is optimized in this direction. The progression in the westbound direction in the PM peak hour is essentially the same for all three alternatives.

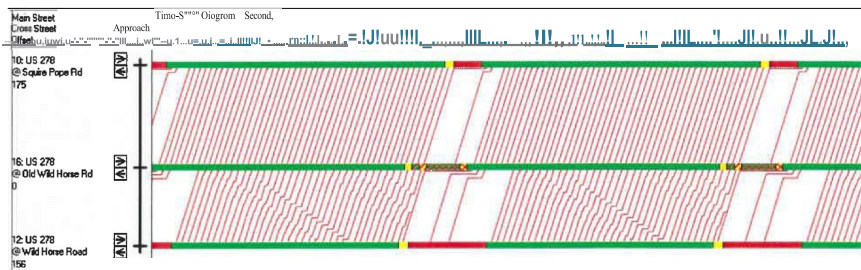


Figure 8—PM Peak Hour Westbound Progression—Preferred Alternative

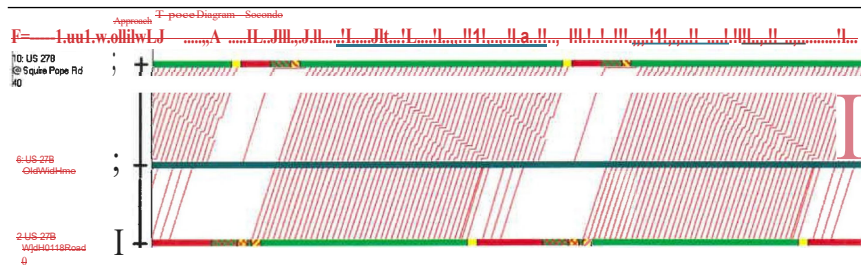


Figure 9—PM Peak Hour Westbound Progression—Option 1

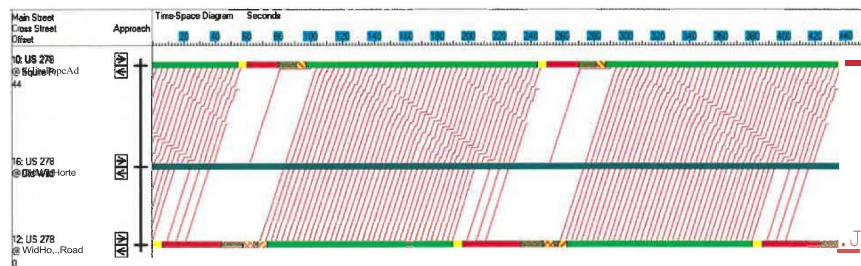


Figure 10—PM Peak Hour Westbound Progression—Option 2

We understand that the preferred alternative will result in drivers traveling a slightly longer distance with the removal of the left turn lanes from US 278; however, the travel time increase is nominal. The delay associated with the eastbound left turn at Squire Pope Road in the PM peak hour is 150.4 seconds in Option 1 and 155.2 seconds in Option 2. In the preferred alternative, the delay associated with the eastbound left turn in the PM peak hour is 131.5 seconds. Assuming a vehicle travels at 45 mph, it will take 18 additional seconds to travel the 1,200 feet from Squire Pope Road to Old Wild Horse Road plus 18 seconds to travel back to Squire Pope Road. The worst-case scenario is that a vehicle will be stopped at Old Wild Horse Road for the entire 131.5 seconds, resulting in a total travel time of approximately

168 seconds. When compared to the worst-case scenario of being stopped for the entire 150.4 or 155.2 seconds at the eastbound left-onto Squire Pope Road, this is an additional 17 or 13 seconds of travel time for those who choose to utilize the u-turn movement. Another option is to turn left onto Old Wild Horse Road and use Wild Horse Road to get to their destination north of US 278. The Town of Hilton Head has been receptive to considering improvements at the Old Wild Horse Road at Wild Horse Road intersection and the Wild Horse Road at Gumtree Road intersection.

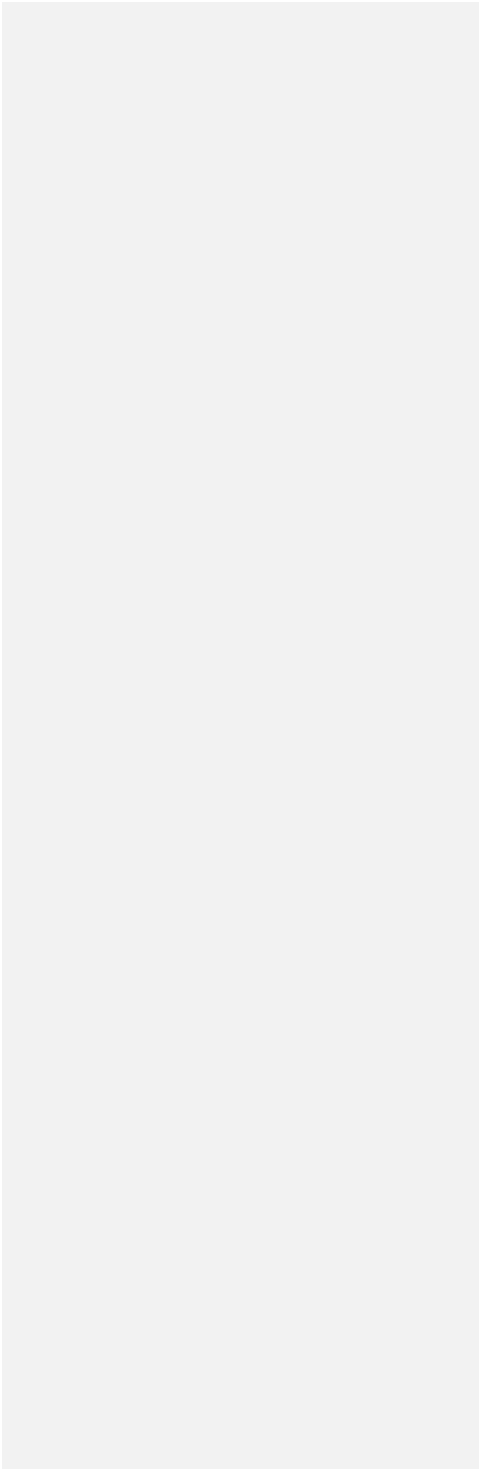
Final Recommended Alternative and Geometry

~~The recommended preferred alternative presented at the US 278 Public Hearing on July 22, 2021, provides the best signal operations for the intersections of Squire Pope Road and Spanish Wells Road. This alternative also provides the shortest travel time between the intersections during the AM and PM peak hours in the eastbound direction and during the PM peak hour in the westbound direction. However, it should be noted that this traffic analysis only compares the alternatives based on signal operations and travel time analyses. Although the preferred alternative performs the best, there is minimal discernment that is obtained between these three alternatives.~~

~~Upon considering other factors that include quantifying impacts to Traditional Cultural Property (TCP) and evaluating local government input and public comments received during the public hearing, it is apparent that Option 1 provides a better balance between the need for traffic performance within the corridor and sideroads, while minimizing the TCP impacts throughout the Stoney Community. Furthermore, Option 1 reduces TCP impacts to the three parcels located on the north side of US 278 between the causeway and Squire Pope Road as compared with the recommended preferred alternative and Option 2.~~


~~Mem 21.~~

Appendix 3: TCP Maps



- Legend**
- Proposed Right-Of-Way (ROW) Impacts- Stoney Traditional Cultural Property Parcels
 - Parcels Not Impacted by ROW
 - Publicly Owned Parcels Impacted by ROW
 - Privately Owned Parcels Impacted by ROW

	ROW Impacts within the Stoney Community			
	RPA 4A <small>(Proposed)</small>	RPA 4A <small>(re-updated along Wild Horse Road)</small>	Intersection	Intersection Option 2
Publicly Owned	3.67	2.67	2.74	2.58
Privately Owned	1.2	1.17	1.14	1.16
Total ROW	4.87	3.84	3.88	3.74
Total Stoney TCP Property	302.36	300.25	300.25	300.25



Proposed
Right-of-Way Impacts
Within the Stoney
Traditional Cultural Property
Boundary

Recommended Preferred
Alternative 4A
Intersection Alternative 10
(Consolidate Lefts)
01/27/2022

ROW Impacts within Stoney

Publicly Owned
Property: 2.67 ac

Privately owned
Property: 1.17 ac

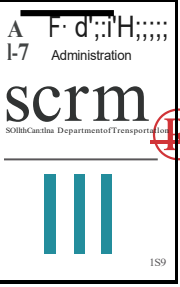
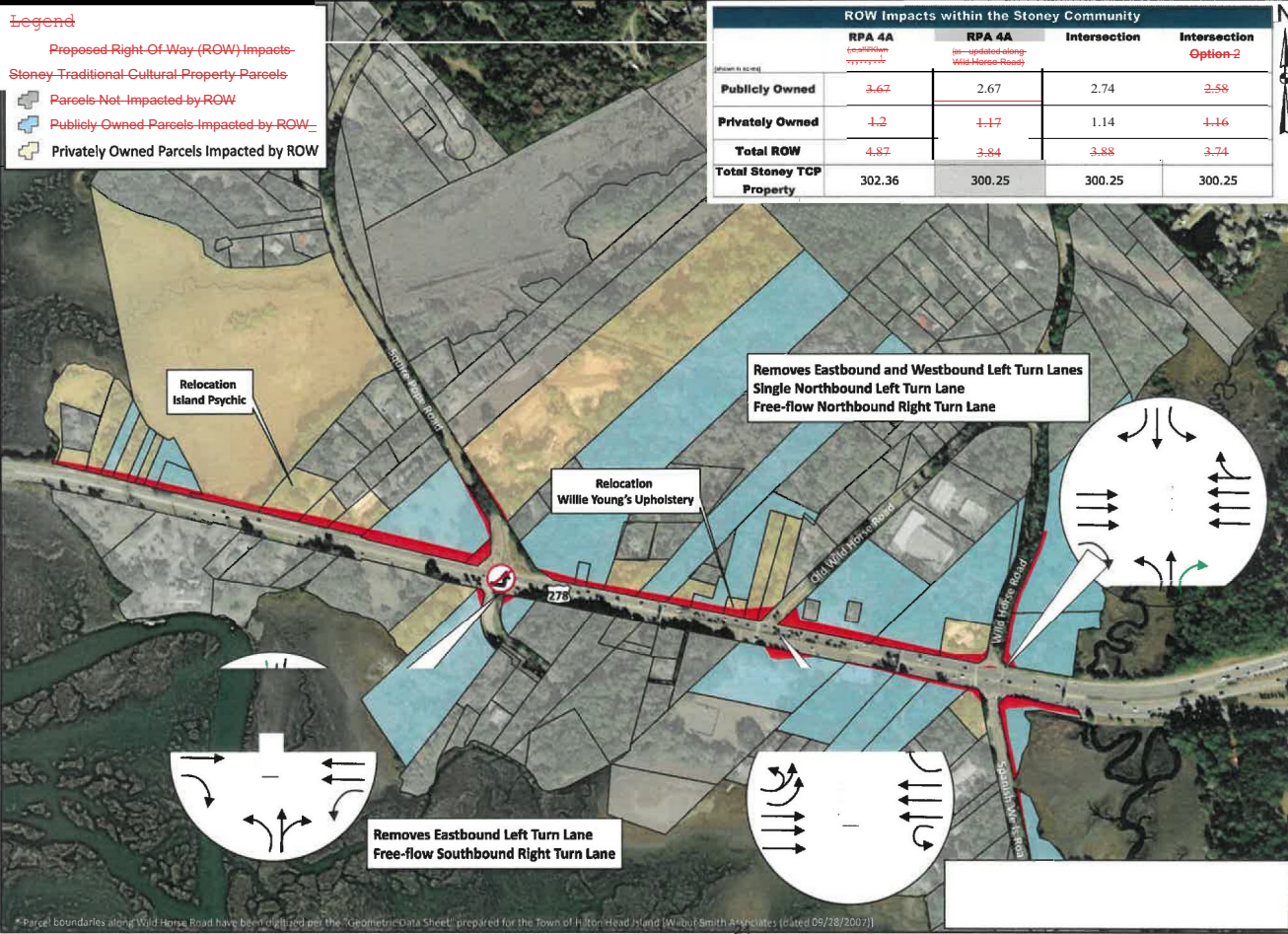
Total Property: 3.84ac

Stoney TCP
Property: 300.25ac

0 200 400
Feet

A F d' H ; ; ; ; ;
I-7 Administration

scrm
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

* Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Hilton Head Island (Wabur Smith Associates (dated 09/28/2007))

Legend

Proposed Right-Of-Way (ROW) Impacts

Stoney Traditional Cultural Property Parcels

Privately Owned Parcels Impacted by ROW

ROW Impacts within the Stoney Community				
	RPA 4A	RPA 4A	Intersection	Intersection
	Relocation	Relocation	Option 1	Option 2
Publicly Owned			2.74	2.74
Privately Owned	3.68	2.67		
Total ROW			2.74	2.74
Total Stoney TCP Property	302.36	300.25	300.25	300.25



Proposed Right-of-Way Impacts Within the Stoney Traditional Cultural Property Boundary

Recommended Preferred Alternative 4A Intersection Option 1

01/27/2022

Stoney TCP Impacts within Stoney

Publicly Owned Property: 2.74 ac

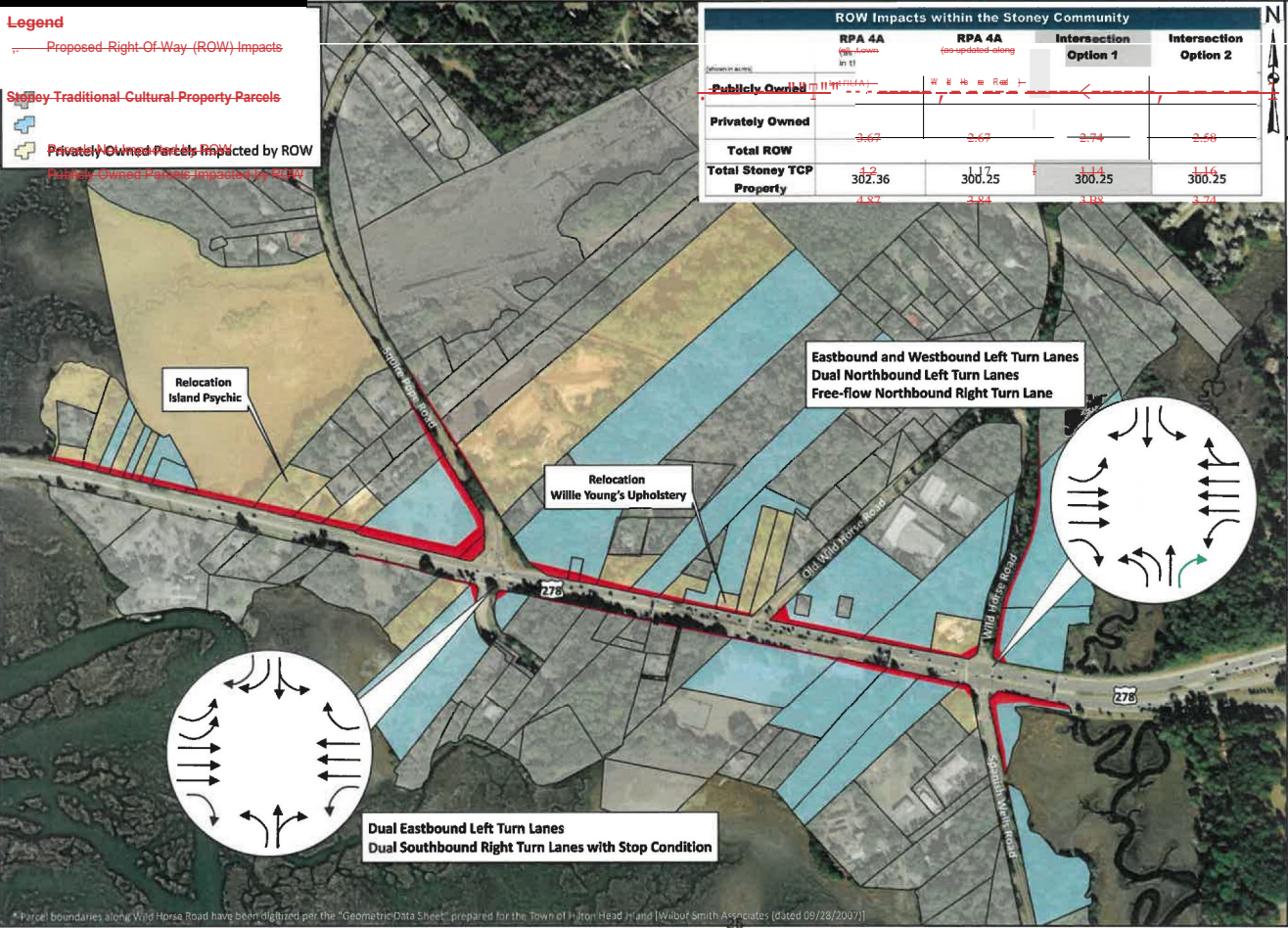
Privately Owned Property: 1.44 ac

Total Property: 3.88 ac

Stoney TCP Property: 300.25 ac

0 200 400 Feet

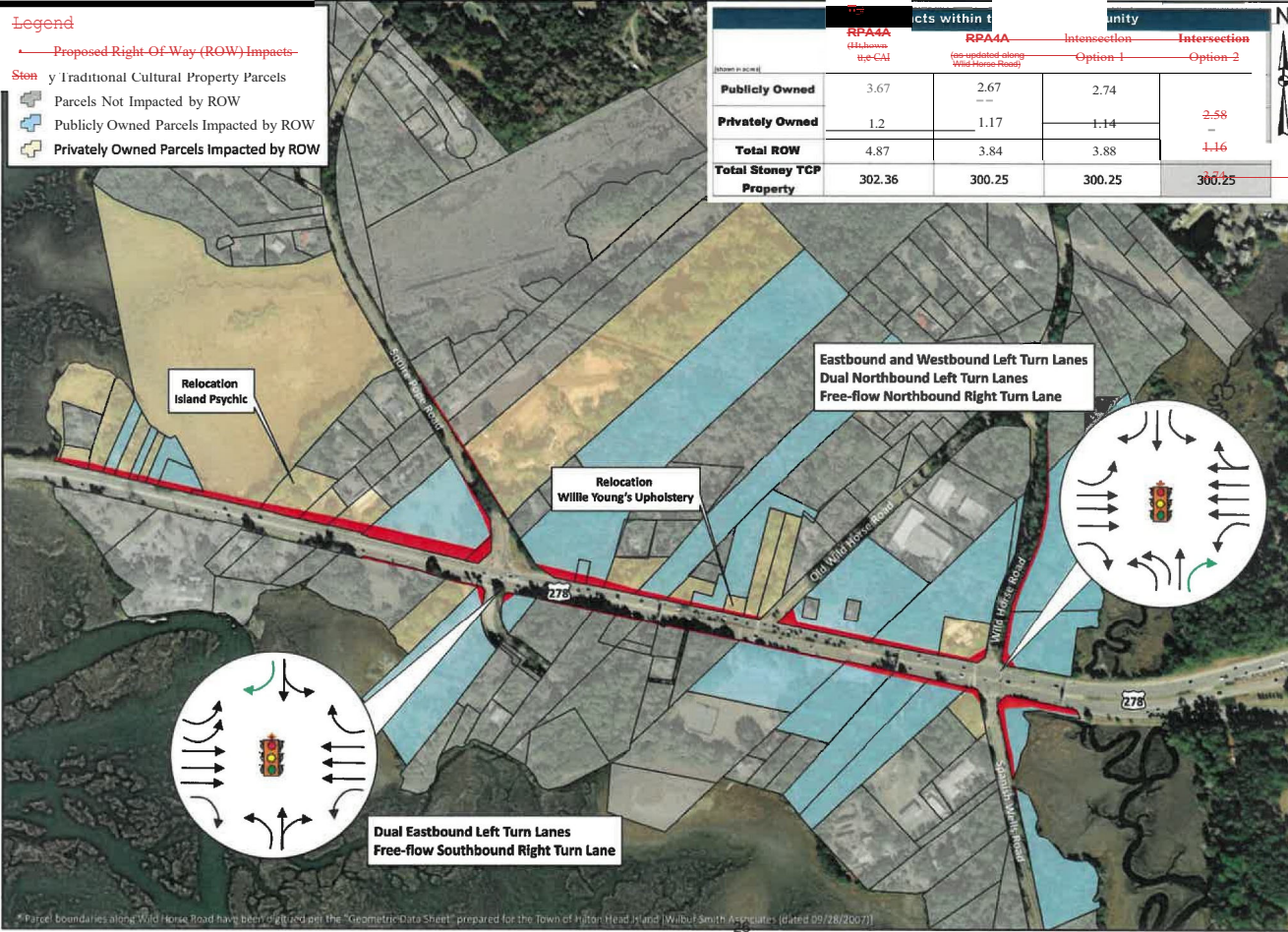
U.S. Department of Transportation Federal Highway Administration



* Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Iron Head, VA and Wilbur Smith Associates (dated 09/28/2007)

- Legend**
- Proposed Right-Of-Way (ROW) Impacts
 - Stoney Traditional Cultural Property Parcels
 - Parcels Not Impacted by ROW
 - Publicly Owned Parcels Impacted by ROW
 - Privately Owned Parcels Impacted by ROW

	RPA4A (11/1/2022) (11/1/2022) (11/1/2022)	RPA4A (as updated along Wild Horse Road)	Intersection Option 1	Intersection Option 2
Publicly Owned	3.67	2.67	2.74	
Privately Owned	1.2	1.17	1.14	2.58
Total ROW	4.87	3.84	3.88	4.16
Total Stoney TCP Property	302.36	300.25	300.25	300.25



Proposed Right-of-Way Impacts Within the Stoney Traditional Cultural Property Boundary

Recommended Preferred Alternative 4A Intersection Option Z

01/27/2022

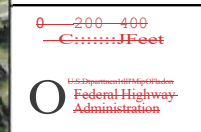
BOW Impacts within Stoney

Publicly Owned Property: 2.58 ac

Privately Owned Property: 1.16 ac

Total Property: 3.74 ac

Stoney TCP Property: 300.25 ac



South Main Road
Federal Highway Administration

SCD91
South Carolina Department of Transportation

*Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Hilton Head Island (Wilbur Smith Associates, dated 09/28/2007)



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council – Public Planning Committee
FROM: Josh Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager*
DATE: September 12, 2022
SUBJECT: Beach Parking Management Services – Approval of Scope of Services

Summary:

The Town Council should approve the scope of beach parking management and enforcement services identified by PCI Municipal Services in its August 4, 2022 meeting. This scope of services will form the basis for contractual negotiation that will be executed administratively to ensure that the authorized beach parking management and enforcement services will be in place within a timely and efficient manner.

The Committee voted 4-0 to recommend the scope of services to the Town Council.

Background:

In October of 2019, the Town issued a Request for Qualifications (RFQ) soliciting credentials from firms to conduct a parking analysis and develop a comprehensive parking plan that would help to better address the Town's current and future parking needs, particularly with the opening of the new Lowcountry Celebration Park.

On November 4, 2020, Town Council voted 7-0 to accept the report of Walker and Associates with the understanding that specific action items identified within the report would need to be further discussed and acted upon by Town Council prior to being implemented. The Public Planning Committee met on November 19th, February 25th and October 28th to review the report and discuss additional considerations.

At the October 28, 2021, meeting, staff identified a need to continue receiving public comment and feedback regarding the Walker report and the corresponding program recommendations. On November 15, 2021, at the Low Country Celebration Park and at the Hilton Head Library, staff held public engagement sessions on the Beach Parking Master Plan. That feedback has been summarized into a presentation to the Public Planning Committee and at which point staff was authorized to issue an RFP for Beach Parking Management Services.

The Town's staff review team reviewed multiple written submissions and conducted a series of in-person interviews with several firms. At the conclusions of these interviews, it was staff's recommendation that PCI Municipal Services ("PCI") be identified as the preferred firm to create a beach parking management program that would serve Hilton Head Island's present and future beach parking needs.

PCI is a boutique parking management firm who is dedicated to working with municipal clients. They approach each project by crafting tailor-made solutions that meet the unique needs of each of its municipal clients. They are very client focused and strategically limit the number of clients that they undertake for representation in order to maintain the highest level of customer service. They also possess significant knowledge of the parking technology solutions that exist that can be utilized to address multiple issues on Hilton Head Island.

Since their selection as the preferred firm, Town staff has been working with the PCI leadership to review each of the Town's beach parking areas. Through this effort, PCI has developed a list of proposed solutions for the Town Council to consider which include the addition of physical infrastructure capabilities, the use of technology to monitor, enforce, and communicate parking availability, the provision of parking management services, and the provision of parking enforcement services both within the Town's beach parking areas as well as potentially else on the Island. This scope of services was presented to the Public Planning Committee on August 4, 2022 and was unanimously recommended to Town Council for approval.

Once a contract has been entered into by the Town, staff will begin to prepare the various legislative and policy related documents that will be necessary to align the Town's Code with the approved scope of parking services. These documents will set forth the guidelines that will be determined by Town Council relative to parking rates, any variation in the days, hours, months for the parking rates, the potential use of a parking validation or similar authorization program, and a non-judicial administrative enforcement program that will be utilized to support parking compliance.

Conclusion:

Based on the availability of PCI to provide a wide-range of parking operations, management, and enforcement services, Town staff recommends that the Town Council authorize the Town Manager to enter contractual negotiations with PCI Municipal Services to provide an agreed upon scope of service as determined by Town Council.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, APPROVING THE SCOPE OF SERVICES TO BE PROVIDED BY PCI MUNICIPAL SERVICES, INC. IN SUPPORT OF BEACH PARKING MANAGEMENT AND ENFORCEMENT SERVICES.

WHEREAS, the Town of Hilton Head Island currently self-manages all Town-owned parking facilities including the enforcement of parking regulations; and

WHEREAS, in October 2020, the consulting firm, Walker Consultants, completed a parking study, which resulted in a Parking Master Plan; and

WHEREAS, one of the primary recommendations in the Parking Master Plan was for the Town to engage a professional parking management firm to oversee the management of the Town's public beach parking program; and

WHEREAS, on January 27, 2022, the Town requested parking management and enforcement services through its Request for Qualifications 2022-03, seeking a professional parking operator experienced in the management of municipal parking programs to provide comprehensive beach parking management services for all designated Town-owned parking facilities; and

WHEREAS, due to extensive municipal experience, technology solutions, and use of "best practices" to manage beach parking operations, the Town has determined that PCI Municipal Services, Inc. is the most qualified professional parking operator to manage beach parking operations in a way that provides positive experiences for both visitors and residents, while encouraging retail health and maintaining traffic safety.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA That the scope of services outlined by PCI Municipal Services is hereby approved and shall form the basis for contractual negotiations to be executed administratively by the Town to secure parking management and enforcement services in an efficient and economical manner.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS _____
DAY OF SEPTEMBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



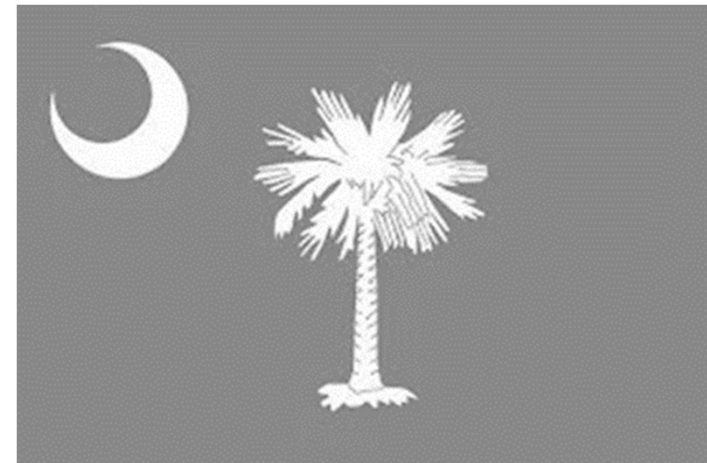
“Delivering Smart City solutions, with a boutique approach to municipal parking management.”

Presentation
RFP 2022-03
Town of Hilton Head Island
Parking Management & Enforcement Services

August 4, 2022

Presentation Agenda

- About PCI Municipal Services
- Custom Program Approach for Hilton Head Island
- Technology Overview
- Operating Details by Location
- Transition
- Discussion





A Boutique Approach to Parking

Definition: "a small company that offers highly specialized services"

- Municipal Parking Only
- Quality Operations
- People First
- Executive Involvement
 - *"1 – to – 5 ratio"*
- Extensive Program Start Up Experience
- Right Sized Technology



OVER 100 YEARS OF PROVEN LEADERSHIP



Municipal Experience

- Orange County Parks 22 years
- Orange County 21 years
- City of Pasadena 13 years
- City of Beverly Hills 9 years
- Huntington Beach 7 years
- City of Cedar Rapids 2021
- City of Riverside 2022
- City of Ann Arbor 2022
- City of Lexington 2022
- Oklahoma City 2022

**28 Current
Municipal
Contracts
Under
Management**

Team Member Experience

Brian, Jack and Jon have 60+ years of municipal parking operation experience of all types and sizes.

Managed multiple start up programs.

Matt has managed City of Hartford, MBTA, City of Omaha & City of Lincoln.



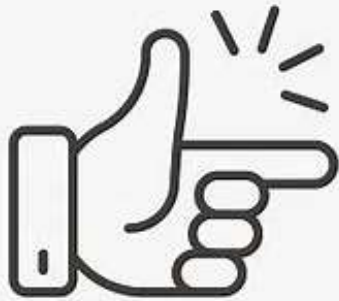
Custom Program Approach

- Unique Environment
- **Core Values Matter!**
- Understanding a Start Up
- Branded Program / Messaging
- Business Support
- Town Needs
 - *Residential Parking Program*
 - *Tourist/Visitor Parking*
 - *Short Term Rentals*

Town Core Values

- Pursuit of Excellence – *State of Art Approach*
- Environment – *Minimal Impact*
- Economy – *Supportive / Not Disruptive*
- Connected – *Data Access / Transparency*
- Infrastructure – *Innovation & Right Sized*

PARK HH



EASY!



Easy & Convenient

- Frictionless Parking
- Know Your Customers
- Residential Parking
- Tourist / Visitor Parking
- Short Term Rentals



Mobile Payment Solution

TEXT2PARK

HOW IT WORKS

Parker texts P-CODE to 25023 — Or, texting your Company Keyword will show all your lots.

Enters plate number — TEXT2PARK remembers plate and card info for future visits. Optional: You can require parkers to enter space numbers for easier enforcement.

Pays via phone

Warning text sent when paid time is about to expire

Option 1: Extend and pay via phone for more time
Option 2: Return for vehicle

Receipt available online

WHAT'S NEEDED TO GET STARTED?

1. TEXT2PARK account
2. TEXT2PARK signage

TEXT2PARK.COM



Target Ad Network

3 WAYS TO VALIDATE

With TEXT2PARK, validations are flexible and painless. With multiple validation options, you may choose the best method for your operational needs.



eValidation

Validations are made by establishment staff from any internet-connected device.

1. Each validator gives their staff a PIN.
2. Guests provide last 4-digits of their phone number to staff.
3. Staff enters last 4 digits of phone and validate in the TEXT2PARK validation portal.
4. Guests receive a confirmation text.

- Increased accountability—digital ticket has stamped activity
- Online reports—track cars parked and more



Self-Validation with PIN

Staff give visitors a PIN to validate on their phones.

1. Validating business management gives staff a 4-digit PIN.
2. Parkers show digital ticket and staff gives a unique 4-digit PIN.
3. Parkers use the PIN to validate parking on their cell phones.

- Efficient - employees don't focus on validations.

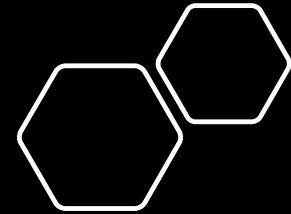


QR Code Self Validation

Parkers can validate their parking with the scan of a QR code.

1. Parkers scan a QR code that's posted in the validating establishment.
2. Parker enters their phone number to find and validate the ticket.

- Minimal to zero staff involvement



Residential Parking Program



- Annual Permit Program
- Change - *Communication is Key!*
- Provide Options
 - Digital Process
 - In Person / Mail In Option
- Virtual Permitting Benefits
 - Reduced cost
 - Better controls
 - Easily updated
- Protected Spaces (Sensors)
- Short Term Rentals



***Easy account set up –
email residents a link***

Individual Parker View



- Multiple Parking Accounts Support
- Auto Pay / Manual Pay
- Credit Card Securely Stored
- Notifications
- Account History / Invoices

Tenant (Group) Account View



- Group Manager
- Group Payment Options, including Visitor Validations (Pay None, Pay All, Pay Partial)
- Auto Pay / Manual Pay
- Account History / Invoices
- Reports (Parkers & Lease Limitations)

Parking Manager/Administrator View



- Scheduled Actions
- Tenant Administration
- Multiple Location Management & Reporting



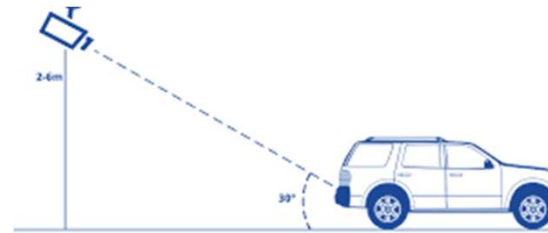
Residents - Smart Sensors

- Automated vehicle detection
- Reserved residential parking spaces (153)
- Vehicle / Sensor Bluetooth Connection
 - Smart phone registration
 - Bluetooth Tag
- Utilization data
- Parking availability
- Directed enforcement
- Reservation Capability



Smart Enforcement

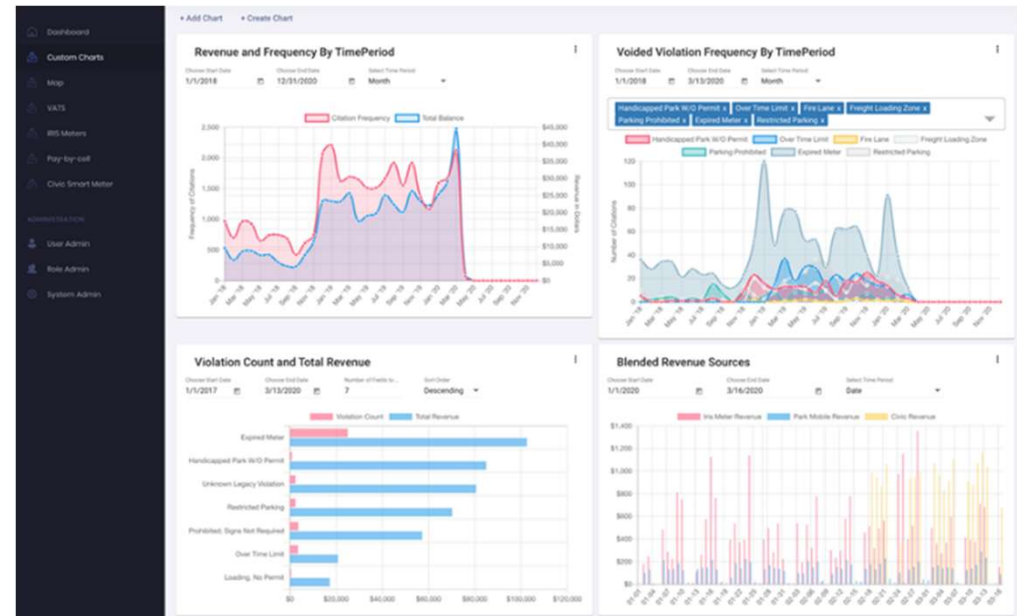
- Leveraging Technology
- Directed Enforcement
 - Reduced operating expense
 - More efficient approach
- LPR Camera Systems
 - Stationary LPR cameras on larger lots
 - Mobile LPR system for smaller lots
- Citation Management System
 - Customizable set up
 - Warnings / Citations / Fines
 - Repeat violators
 - On-line citation payments





VERGE Data Analytics & Reporting

- Centralized reporting of all parking data
 - Text2Park – *Daily Parking & Validations*
 - ParkLync – *Permit Parking*
 - Park Loyalty – *Parking Enforcement*
 - LPR – *Stationary & Mobile*
 - Nwave - *Sensors*
- Realtime Reporting & Dashboards
 - Transparency
 - Accessibility
- Utilization Data
 - Use of space by type
 - Duration of Stay
 - Unique plates, plate state, etc.
 - Realtime occupancy





Wayfinding & Real Time Occupancy

- Make finding available parking easier
- Parking space availability
 - *Mobile App – Spot Parking*
 - *Social Media*
 - *Parking Website*
- Reduced traffic / pollution / > safety
- VMS Signage Option
- Connect to MY HII App
- Enhanced customer experience



Key Location Details

- Alder Lane
 - Popular Islander parking area
 - 23 parking spaces
 - Remove existing meters
 - Implement Text2Park for daily parking
 - Offer Parking Permit
 - Enforced with mobile LPR

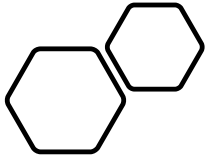


Key Location Details

- Burks Beach

- Chaplin Park & Castnet parking areas
- 396 (18) / 130 (4) Parking Spaces
- Youth Sports Parking Permits
 - Tie in with sports registration
- Implement Text2Park for daily parking fees
- Stationary LPR occupancy & enforcement data





Key Location Details

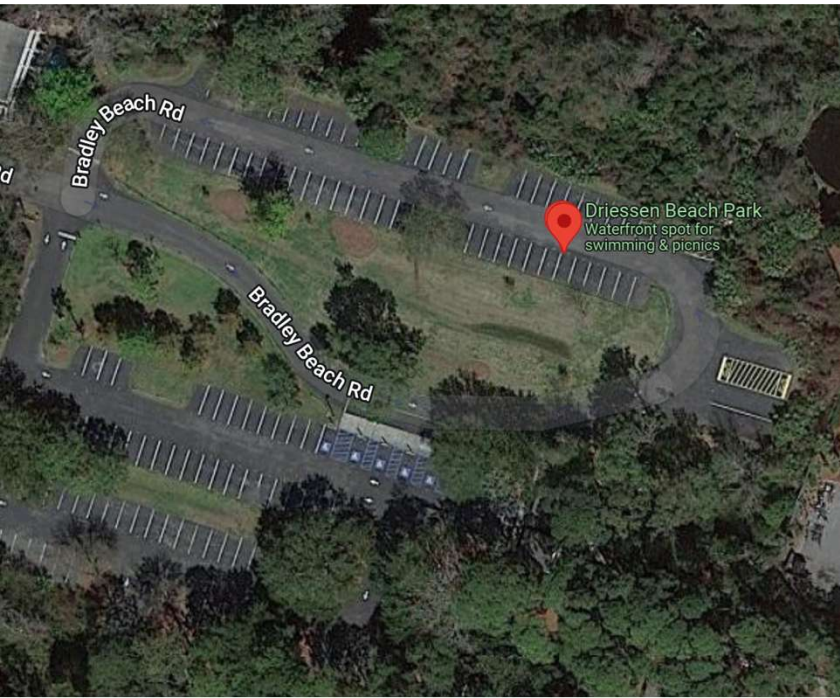
- **Folly Beach**

- 54 parking spaces
- Remove existing meters
- Implement Text2Park for daily parking

- **Fish Haul**

- 48 parking spaces
- Gated controls to close lot after hours, allow automated exit
- Free Parking Option





Driessen Beach Park

- 206 Total Parking Spaces
- 28 Resident Parking Spaces
 - Space Sensors
- Shuttle Parking Spaces
 - Controlled/Paid Commercial Use

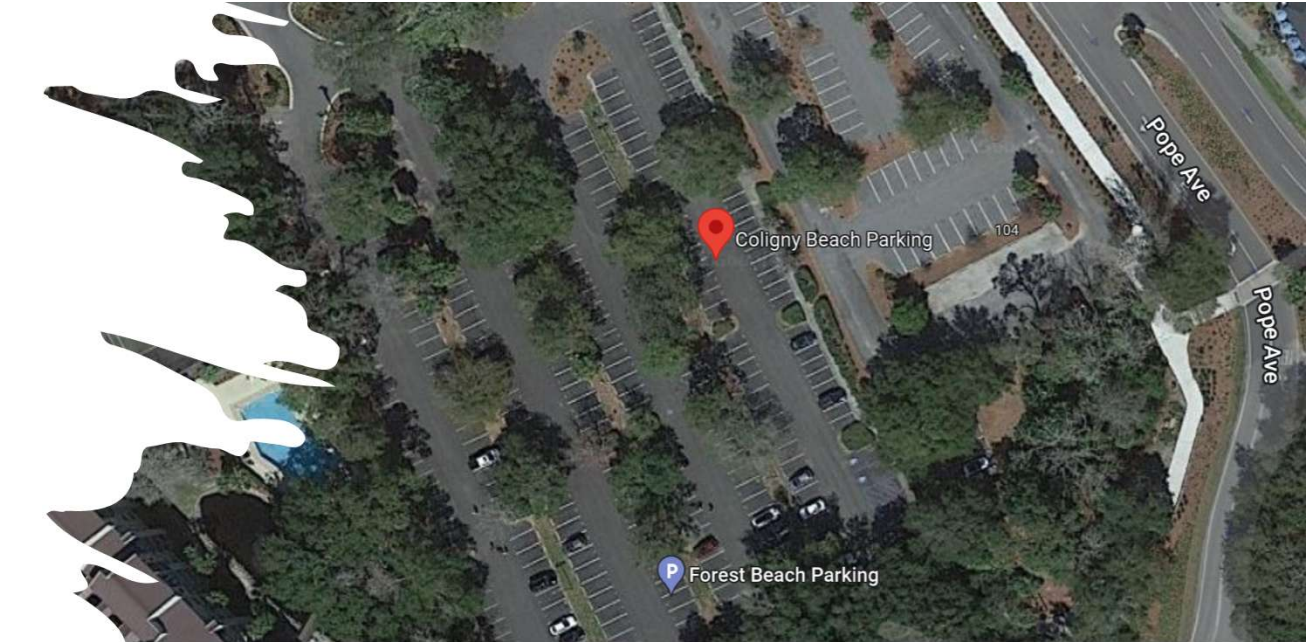


Islanders Beach Park

- 159 Total Spaces
- RESIDENTS ONLY
 - Space Sensors
- Real Time Space Availability
- Transparency / Use Data

Coligny Beach Park

- 512 Total Spaces
 - +228 USCB Pope Ave Lot
- Coligny Plaza Considerations
 - 1 Hour Free Parking
 - Employee Permit Program
- Management / Enforcement Collaboration with Private Commercial Lots
 - Bleed Over Affect
- Event Parking Management
 - Wingfest, Oysterfest, Concerts,...
- Gate control access



Local Project Team

- Local Parking Office
- Project Manager
 - Matt Truhlar – 10 Years Municipal Parking Experience
- Assistant Manager
- Maintenance
 - Lot Cleaning / Technology Service
- Enforcement
 - Mobile Enforcement Program / MLPR
- Ambassadors
 - Coordinate with existing Ambassador program
 - Seasonal Staff
 - Traffic Direction
 - Payment Assistance



Customer Service

- Quality On-Site Manager
 - Well Trained Team
- Ambassador Training
- Customer Engagement
 - *Surveys*
 - *Mystery Parker*
 - *Issue Follow Up / Documentation*
- Data / Transparency
 - Open Book
 - Shared Reality
- 24/7 Customer Call Center Support



The screenshot displays a parking audit report for a kiosk. At the top, the PCI logo and "PARKING CONCEPTS, INC." are visible on the left, and the report details "Parking Audits Report #3930884" and the location "333 3rd Ave SE Command Center, Cedar Rapids, IA 52401" are on the right. The audit date and time are "Wed February 2 2022 1:59 pm".

The main table shows a "SECTIONAL CHANGE" for the audit. It compares performance between February 2, 2022, and December 1, 2021. All metrics show 100.0% scores and no change in performance.

Section	February 2, 2022	December 1, 2021	+/-
Overall	100.0% 4 / 4	100.0% 4 / 4	0.0%
Parking	100.0% 3 / 3	100.0% 3 / 3	0.0%
Facility Appearance	100.0% 1 / 1	100.0% 1 / 1	0.0%

Below the table, the "Parking Audit (kiosk)" section shows a score of 4 of 4 (100.0%). The "Parking" section shows a score of 3 of 3 (100.0%).

The audit questions are as follows:

Questions	Score	Answer
1. Date and time parked Wednesday, February 02, 2022 at 1:59 PM		
2. Date and time departed. Wednesday, February 02, 2022 at 2:42 PM		
3. Was there an automated machine that dispensed a ticket upon entering?	Not Scored	Yes

Program Start Up

- Communication
- Community Engagement
 - Open Houses
 - Organizational Meetings
 - Press Releases
- Digital Platforms
 - Parking Website
 - Social Media
 - Email Updates
- Technology Deployment
 - Easy to Use
- Phased Approach
 - Soft Enforcement
 - Policy Evolution





Engagement & Communication

- Business Plan
- Transparency
 - Agreed upon KPI's
 - Access to real time reporting
- Quarterly Reports
- Annual Report
- Executive Involvement
- On-Going Consulting



*Partnership
Approach*

Target Timeline



Management Contract Executed

October 2022

Resident Permit Program Launched

December 2022

Technology Implementation

March/April 2023

Soft Program Launch

April 2023

Full Program Launch

Memorial Day 2023

THANK YOU!

WE WANT TO WORK WITH YOU
TO CREATE A GREAT PARKING
PROGRAM FOR YOUR TOWN.

QUESTIONS & ANSWERS





TOWN OF HILTON HEAD ISLAND

Community Development Memo

TO: Marc Orlando, ICMA~CM, Town Manager
FROM: Missy Luick, Community Planning Manager
VIA: Shawn Colin, AICP, Assistant Town Manager – Community Development
CC: Lavon Stevens, Chair, Gullah-Geechee Land & Cultural Preservation Task Force
DATE: August 16, 2022
SUBJECT: Consideration of Proposed Resolution, Gullah History and Cultural Education Program for Town Employees and Officials

Recommendation:

That Town Council adopt the proposed Resolution of the Gullah Geechee Land and Cultural Preservation Report Recommendation CP-7, "To establish a program to educate Town officials, area schoolteachers, and others on Gullah culture so that they can better understand the culture and more effectively interact with the Island's Gullah Citizens".

On August 16, 2022, the Community Services and Public Safety Committee voted 4-0 to forward the proposed Resolution to Town Council with a recommendation of approval.

Summary: Staff has drafted a program to provide Town employees and officials with an understanding of Hilton Head Island's Gullah history and culture. The program will consist of an hour-long orientation program and quarterly events and presentations for ongoing education and enrichment. The program was reviewed and recommended for implementation by the Gullah-Geechee Land & Cultural Preservation Task Force on July 11, 2022. The Task Force requested that the education program be first presented to the Gullah-Geechee Land & Cultural Preservation Task Force prior to implementation to Town employees and officials which will be incorporated into program roll out.

If Town Council approves the program, staff will implement the program with initial events targeted for the fourth quarter of 2022.

Background: In 2019, Town Council approved 16 Top Priority Projects from the Gullah Geechee Preservation Project Report that were identified by the Gullah Geechee Land & Cultural Preservation Task Force. This program aligns with Recommendation CP-7, "To establish a program to educate Town officials, area schoolteachers, and others on Gullah culture so that they can better understand the culture and more effectively interact with the Island's Gullah Citizens."

Subject: Consideration of Proposed Resolution, Gullah History and Cultural Education Program for Town Employees and Officials

8/16/2022

Page 2

Attachments:

- A. Gullah History and Cultural Education Program for Town Staff and Officials
- B. Resolution

RESOLUTION 2022-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE IMPLEMENTATION OF THE GULLAH HISTORY AND CULTURAL EDUCATION PROGRAM FOR TOWN EMPLOYEES AND OFFICIALS.

WHEREAS, in September 2019, the Town Council accepted the Gullah Geechee Culture Preservation Project Report, which included 35 recommendations, and the Gullah Task Force's two additional recommendations; and

WHEREAS, in November 2019, Town Council voted to accept the framework for 16 Top Priority Recommendations; and

WHEREAS, one of the 16 Top Priority Recommendations included a project to educate Town officials and employees (CP-7) which was described as establishment of a program to educate Town officials and employees on Gullah culture so they can better understand the culture and more effectively interact with the Island's Gullah citizens; and

WHEREAS, the purpose the education program is to improve the relationship between Town staff and public officials and the Gullah Community based on a mutual understanding of the Gullah culture and perspective; and

WHEREAS, the program consists of an initial orientation training with ongoing educational opportunities and enrichment events. The initial orientation training focuses on the settlement of Gullah people, Gullah culture, the settlement of the 14 Historic Neighborhoods, challenges to Native Island land retention and sustainability, and public policy initiatives for Historic Neighborhoods; and

WHEREAS, this program aligns with Our Plan Inclusive Tactic 2.4.1 to establish a program to help better educate Town officials and staff on Gullah culture so they can better understand the culture and more effectively interact with the Island's Gullah citizens per the Town's Gullah Geechee Culture Preservation Project Report; and

WHEREAS, on July 11, 2022, the Gullah Geechee Land & Cultural Preservation Task Force reviewed the Gullah History and Cultural Education Program for Town Employees and Officials and recommended it for implementation; and

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

1. The Mayor and Town Manager are hereby authorized to take such steps as may be necessary to implement the Gullah History and Cultural Education Program for Town Employees and Officials.

**MOVED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2022.**

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program For Town Employees and Officials

Program Purpose and Description

The purpose of this program is to provide Town of Hilton Head Island employees and officials with an understanding of Hilton Head Island's Gullah history and culture to establish effective communication and service.

The program will consist of an hour-long orientation program, and quarterly events and presentations for ongoing education and enrichment. This program aligns with recommendation CP-7 of the Gullah Geechee Culture Preservation Project Report, which is to, "Establish a program to educate Town officials, area schoolteachers, and others on Gullah culture so that they can better understand the culture and more effectively interact with the Island's Gullah citizens."

Gullah History and Culture Orientation Program

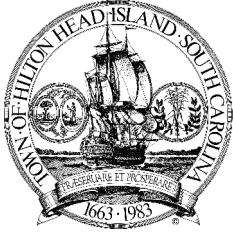
Target Start: 4th Quarter 2022

This introductory program will focus on Gullah history, culture, land use challenges, and policy amendments for Gullah landowners. The program contents will be developed with assistance from community historians Dr. Emory Campbell and Dr. Louise Cohen, as recommended by the Gullah Task Force. The presentation will include audiovisual and interactive elements to engage the audience. Program participants will receive a list of recommended resources for further information.

The one-hour program will be presented quarterly by the Historic Neighborhoods Preservation Administrator. As the program is refined, staff will create a video of the presentation, which will be available to those who cannot attend in person.

Topics of Focus

- Settlement of Gullah People on Hilton Head Island
Participants will learn about the importance of comparing United States coastal area with West African geography, specific skills of West Africans that led to a thriving South Carolina economy, the Gullah Heritage Corridor, and the Freedmen Settlement of Mitchelville.
- Economic Activities
Participants will learn about past and present Gullah economic activities and economic contributions to the region. Past activities such as fishing, shrimping, quilting, agriculture, and current activities such as operating local businesses are some of the economic activities that will be discussed and celebrated.



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program For Town Employees and Officials

- Gullah Culture
Participants will learn about the Gullah cultural connection with the land. Cultural topics that are still celebrated include language, music, spiritual ties, arts and crafts, and local delicacies.
- Settlement into Fourteen Historic Communities on Hilton Head Island
Participants will learn how overall Gullah-owned land was acquired, where the Native Islanders settled on Hilton Head Island and the unique aspects of each neighborhood, small businesses established for economic-sustainability, the challenges to retaining Gullah-owned property, and the remaining acreage of Gullah-owned property on Hilton Head Island.
- Challenges to Native Island Land Retention and Sustainability
Participants will learn about the construction of the bridge in 1956, impacts to Gullah property owners with the incorporation of the Town of Hilton Head Island, the influx of development, establishment of a limited-services government, and the loss of Native Island properties.
- Proposed Public Policy Initiatives for Historic Neighborhoods
Participants will learn about the Gullah Geechee Land & Cultural Preservation Task Force, the Gullah Geechee Culture Preservation Project Report, and the Gullah Preservation Initiatives for property protection and cultural preservation. Participants will learn about the policies that have been implemented and their efficacy in resolving challenges that impact the Gullah Community. Policy initiatives include establishing Family Compound and Family Subdivision development options, creating the Family Heritage Research Project, establishing a community education program for Gullah residents, establishing addressing change notification protocol for properties in the Historic Neighborhoods, and establishing connections with other resources that aid the Gullah community.

Ongoing Education and Enrichment Events

Target Start: 4th Quarter 2022

A tour or presentation will be offered at least once a quarter. These events will be scheduled and promoted well in advance to allow as much participation as possible. Presentations will be recorded for those unable to attend in person. Staff will develop additional opportunities such as seasonal or special events and to address emerging topics such as changes to the Land Management Ordinance.



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program For Town Employees and Officials

Proposed Tours and Presentations

- Explore Mitchelville
Participants will tour the Historic Mitchelville Freedom Park and learn about the First Settlement for Freedmen in the United States.

- Visit the Gullah Museum
Participants will tour the Gullah Museum and attend a lecture by Dr. Louise Cohen, Historian and Gullah Museum founder, on being raised in the Gullah culture on Hilton Head Island.

- Take a Gullah Heritage Mobile Tour
Participants will attend the Gullah Heritage mobile tour and learn about the history and culture of Gullah people on Hilton Head Island, Gullah Families, Gullah neighborhoods, and historical areas such as the one-room schoolhouse and the first Freedman's Village.



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Marc Orlando, ICMA – CM, Town Manager
FROM: Marcy Benson, Senior Grants Administrator
VIA: Jeff Herriman, Treasurer
CC: John Troyer, Finance Director
DATE: August 25, 2022
SUBJECT: HUD/CDBG Entitlement Program 2021 CAPER

Recommendation:

Staff requests approval by resolution of the attached program year 2021 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD) for participation in the CDBG Entitlement Program.

Summary:

The 2021 CAPER outlines how CDBG funds were spent, and the progress made towards the goals outlined in the Five-Year Consolidated Plan and the Annual Action Plan. The 2021 CAPER is a HUD requirement for participation in the CDBG Entitlement Program. The CAPER is submitted to HUD annually within 90 days after the close of the program year. The due date is September 28, 2022.

Background:

In 2015 the Town of Hilton Head Island began participating in the HUD CDBG Entitlement Program. The HUD-required 2021 One Year Action Plan was approved by HUD in August 2021. To meet HUD requirements a CAPER must be prepared each year of program participation and public input must be solicited for the CAPER. The CAPER describes activities implemented and accomplishments related to the goals and objectives identified in the 2020 – 2024 Five Year Consolidated Plan and the 2021 Annual Action Plan.

The CAPER was released to the public on August 8, 2022, for a 15-day public comment period and a public meeting to solicit public input was held on August 15, 2022. No members of the public attended the meeting. At the close of the 15-day public comment on August 23, 2022, no

08/25/2022

Page 2

public comments were received. A summary reflecting no comments received is included in the CAPER.

Approval of the CAPER at the September 20, 2022, Town Council meeting will allow the report to be submitted by the September 28, 2022, HUD deadline.

Attachments:

1. Resolution
2. Exhibit A – 2021 Consolidated Annual Performance Evaluation Report (CAPER)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO APPROVE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

WHEREAS, in August 2021 the Town of Hilton Head Island Community Development Block Grant (CDBG) One Year Annual Action Plan for program year 2021 detailing goals and objectives to be implemented to address community needs in low- and moderate-income areas within the Town’s jurisdiction was approved by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, as an entitlement community, the Town must prepare and submit a CAPER to HUD within 90 days after the close of the program year; and

WHEREAS, the CAPER is an annual report of activities implemented and accomplishments of goals and objectives identified in the 2021 Annual Action Plan; and

WHEREAS, the Town has adhered to the public participation requirements set forth in the Citizen Participation Plan in the development of the 2021 CAPER by conducting a public meeting and 15-day comment period to solicit citizen input and review for the 2021 CAPER; and

WHEREAS, the Town Manager is authorized to submit the 2021 CAPER to HUD for review and acceptance;

NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT The 2021 CAPER as submitted in the attachment to this resolution be approved and submitted to HUD.

MOVED, APPROVED, AND ADOPTED ON THIS 20th DAY OF SEPTEMBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

Introduced by Council Member: _____

Town of Hilton Head Island

2021

Consolidated Annual Performance Evaluation Report (CAPER)

For the
U.S. Department of Housing and Urban Development
Community Development Block Grant Program



~DRAFT~

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

At the end of each program year, the Town of Hilton Head Island is required to prepare a Consolidated Annual Performance Evaluation Report (CAPER). This report must be submitted to HUD within 90 days after the close of the program year and includes information on the programmatic accomplishments under the CDBG program. This CAPER is for the second year of the 2020 – 2024 Five Year Consolidated Plan. The Town of Hilton Head Island allocation for 2021 was \$232,565 and there was \$118,792 in unexpended funds from program year 2018. There was \$200 in 2020 funds expended for administrative activities and \$70,699.21 in 2018 funds expended to complete The Boys & Girls Club of Hilton Head Island pavilion project. These resources made a total of \$422,256.21 available for use in 2021.

Administrative and Planning Activities:

The 2021 Annual Action Plan was submitted to HUD in May 2021. In August 2021 the Town of Hilton Head was notified the 2021 Annual Action Plan was approved and a grant agreement for 2021 was executed. Five (5) activities were conducted from August 2021 through June 2022 related to public notice requirements for the Patterson Park project, the 2020 CAPER and development of the 2022 Annual Action Plan. \$830 in program year 2018 CDBG funds, \$200 in program year 2020 CDBG funds, and \$315 in program year 2021 CDBG funds have been expended for administrative services by the Town of Hilton Head Island. This equals a total of \$1,345 for administrative services.

Non-Housing Community Development Activities:

The Boys & Girls Club of Hilton Head Island pavilion project was funded with \$200,000 of 2018 CDBG program year dollars. The construction of this project was completed in September 2021 and a total of \$70,699.21 was expended for project construction.

The Patterson Park project was funded with \$118,792 of 2018 CDBG program year dollars and \$232,565 of 2021 CDBG program year dollars. The environmental review of this project is on-going due to archaeological findings on a portion of the project site. A total of \$20,686.80 has been expended for archaeological research and study services in compliance with environmental review requirements. This equals a total of \$91,386.01 for non-housing community development activities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
COVID-19 Response and Recovery	Non-Housing Community Development	CDBG: \$ 238,313 CDBG-CV: \$532,088	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	37,099	15,486	100.00%	37,099	15,486	100.00%
Facilities, Housing, Public Svcs, Econ Dev. Yr. 2	Affordable Housing Non-Housing Community Development	CDBG: \$351,357	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,692	2,055	13.43%	1,733	1,545	13.43%
Facilities, Housing, Public Svcs, Econ Dev. Yr. 3	Affordable Housing Non-Housing Community Development	CDBG: \$204,430	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,692	0	0.00%	0	0	0.00%
Facilities, Housing, Public Svcs, Econ Dev. Yr. 4	Affordable Housing Non-Housing Community Development	CDBG: \$0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,692	0	0.00%	0	0	0.00%
Facilities, Housing, Public Svcs, Econ Dev. Yr. 5	Affordable Housing Non-Housing Community Development	CDBG: \$0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,692	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Town of Hilton Head Island has used CDBG funds to address priority needs identified in the 2020 – 2024 Consolidated Plan and 2021 Annual Action Plan. Funds are being used for the needs listed at a high priority, which includes public facilities and improvements and administrative and planning. During program year 2021 funds expended for administrative and planning equaled \$1,345 and funds expended for public facilities and improvements related to the Patterson Park project and The Boys & Girls Club of Hilton Head Island pavilion project equaled \$91,386.01.

The Boys & Girls Club of Hilton Head Island pavilion project identified in the 2018 Annual Action Plan and 2015 – 2019 Five Year Consolidated Plan, was funded with \$200,000 of 2017 and 2018 CDBG program year dollars. A total of \$70,699.21 was expended for this project in the 2021 program year and this project has been completed.

Because the 2018 Boys & Girls Club of Hilton Head Island pavilion project was listed in the 2015 – 2019 Five Year Consolidated Plan and related Annual Action Plan, it is not reflected in the table above which is drawn from the current 2020 – 2024 Five Year Consolidated Plan. However, the final drawdown for this project was made in August 2021 and therefore is reflected in the 2021 PR26 – CDBG Financial Summary Report attached to this CAPER.

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	887
Black or African American	202
Asian	25
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	0
Total	1,118
Hispanic	377
Not Hispanic	1,168

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to the 2020 U.S. Census the total population of the Town of Hilton Head Island is 37,661. The population composition is as follows: 29,150 persons (77.5%) are White; 2,160 persons (5.7%) are Black or African American; 46 persons (0.12%) are American Indian or American Native; 286 persons (0.76%) are Asian; 5 persons (0.01%) are Native Hawaiian and Other Pacific Islander; 135 persons (0.35%) are Some Other Race; and 834 persons (2.2%) are Two or More Races. The total Hispanic population of the Town of Hilton Head Island is comprised of 5,045 persons which is 13.4% of the total Town population. It should be noted in Census data Hispanic is considered an ethnicity and not a race, for example, the race of a person may be White and their ethnicity Hispanic, or their race may be Black or African American and their ethnicity Hispanic.

The data represented in the table above for the Town of Hilton Head Island Census Tract 110 does not reflect a racial and ethnic total for the categories “Some Other Race Alone” or “Two or More Races”. These two categories total 50 for Census Tract 110.

The table above represents the 2020 U.S. Census population for the Town of Hilton Head Island Census Tract 110. This Census Tract is where 2021 CDBG program year funds were spent in 2021. The total population for Census Tract 110 is 1,545. The population composition for Census Tract 110 is as follows: 887 persons (57.4%) are White; 202 persons (13.1%) are Black or African American; 25 persons (1.6%) are Asian; 4 persons (0.25%) are American Indian or American Native; no persons (0.00%) are Native Hawaiian or Other Pacific Islander; 2 persons (0.12%) are Some Other Race; and 48 persons (3.1%) are Two or More Races. The total Hispanic population of Census Tract 110 is comprised of 377 persons which is 24.4% of the total Census Tract population.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$422,256.21	\$92,731.01

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tract 105	76%	76%	Funds for infrastructure improvements in Census Tract 105, which meets LMI requirements.
Census Tract 108	0%	0%	No CDBG funded projects were planned in Census Tract 108 for the 2021 program year.
Census Tract 110	98%	22%	Funds for infrastructure improvements in Census Tract 110, which meets LMI requirements.
Census Tract 111	0%	0%	No CDBG funded projects were planned in Census Tract 111 for the 2021 program year.
Census Tract 113	0%	0%	No CDBG funded projects were planned in Census Tract 113 for the 2021 program year.
Town-Wide	2%	2%	Funds for program administration costs which meet HUD requirements.

Table 4 – Identify the geographic distribution and location of investments

Narrative

Resources available to the Town of Hilton Head Island during the 2021 program year included CDBG funds allocated to the Town from HUD for the 2018 and 2020, and 2021 program years.

The Boys & Girls Club of Hilton Head Island pavilion project, identified in the 2018 Annual Action Plan and 2015 – 2019 Five Year Consolidated Plan, was funded with \$200,000 of 2017 and 2018 CDBG dollars. A total of \$70,699.21 in 2018 CDBG funds was expended for project construction in program year 2021 and the project has been completed.

Program year 2021 CDBG funds expended for public facilities and improvements related to the Patterson Park project equaled \$20,686.80. These expenditures included archaeological archival research, a phase I cultural resources study, and phase II testing at the park site location.

During program year 2021 CDBG funds expended for administrative and planning for 2020 activities equaled \$200, and for 2021 activities equaled \$1,145.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the CDBG program does not require leveraging, if project costs exceed the allocated CDBG funds other Town of Hilton Head Island resources may be used in combination to leverage project costs over the CDBG allocation amount.

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CR-20 – Affordable Housing 91.520(b)

Evaluation of the jurisdiction’s progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	9	9
Number of Special-Needs households to be provided affordable housing units	0	0
Total	9	9

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	9	9
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	9	9

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In the second year (2021) of reporting on the 2020 – 2024 Five Year Consolidated Plan there was one goal to provide rental assistance to nine (9) households. This rental assistance is provided through the Beaufort Housing Authority, and not directly by the Town of Hilton Head Island. The Beaufort Housing Authority provided 9 households with rental assistance. For production of new units, rehab of existing units and acquisition of existing units there was no goal set in the 2020 – 2024 Five Year Consolidated Plan. These are not activities the Town of Hilton Head Island typically undertakes. The difficulty in setting affordable housing goals pertains to the high cost and limited availability of buildable property on a coastal barrier island with finite boundaries.

Discuss how these outcomes will impact future annual action plans.

In addition to collaboration with Beaufort County Human Services Alliance, which is an informal group whose purpose is to promote and sustain activities that improve the quality of life for all Beaufort County residents, monitoring relevant public policies for changes which may constitute barriers to affordable housing may be conducted. In 2017 the Town Council Public Planning Committee began studying various aspects of affordable housing on Hilton Head Island. During 2017 the committee met with local developers, business owners, employers, and service organizations for discussions on providing affordable housing to the local workforce. In 2018 strategies were developed to further address fostering affordable housing within the Town of Hilton Head Island. In 2019 the Town’s housing consultant presented a workforce housing strategic plan. Town staff prepared an approach to implement the recommendations included in the strategic plan and the Town Council Public Planning Committee made a recommendation to Town Council to adopt the strategic plan. In 2020 Town staff developed workforce housing amendments for the Town of Hilton Head Island Land Management Ordinance (LMO). The amendments created a policy which uses incentives to promote conversion of commercial space into workforce housing units. These amendments moved through the approval process and the commercial conversion LMO amendment was adopted by Town Council on November 17, 2020. In December 2020 a consultant was hired through a partnership with area counties and municipalities and research for developing a housing trust fund was underway. On February 16, 2021, a second set of LMO amendments related to work force housing were adopted by Town Council allowing bonus density for work force housing units under certain conditions. On February 22, 2022, the Town Council of the Town of Hilton Head Island hosted a workshop on workforce housing. At that time the Town Manager proposed a public-private partnership strategy to develop workforce housing on Town-owned property. In April 2022, the Town issued a Request for Qualifications for a private partner to develop 12.97 acres of Town-owned land into a vibrant neighborhood for working families and individuals.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The Town of Hilton Head Island has been designated an exception grantee which results in a LMI area percentage of 49.56% and is applied to Census tracts and blocks to determine activity

eligibility on an area basis. The Town locates CDBG funded projects in Census Tracts which meet or exceed the 49.56% or higher low- and moderate-income population requirement established by HUD. The public infrastructure improvement listed in this 2021 CAPER for the Patterson Park is located in one of the Census Tracts that meets this criterion.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Due to constraints placed on data collection caused by the Coronavirus Pandemic, a full point in time count was not conducted in 2021. The South Carolina Interagency Council on Homelessness (SCICH) released a state-wide report that focused solely on Homeless Management Information System data. The report indicated while the overall total number of persons served, by Continuums of Care throughout the state, remained relatively unchanged the number of veterans and victims of domestic violence rose by nine percent each. Overall, males remained the dominate gender receiving homeless services across the state. More than 50% of those receiving services reported as Black or African American. Of the 10,969 persons receiving services three percent reported Hispanic/Latino ethnicity. Adults ages 45 to 64 made up 39% of those served and ages 25 – 44 made up 31% of those served. The average age of adults receiving services was 41 and the average age of children receiving services was eight.

Results of the 2020 point in time count indicated 12 persons experiencing homelessness interviewed in Beaufort County. Of the 12 persons interviewed in January 2020, there was one (1) living unsheltered and 11 living in shelters. Of the 12 persons none were veterans and one (1) was chronically homeless. It is important to note, since the Town of Hilton Head Island does not have any homeless shelters, the figures reflected in the point in time count data pertain to homeless persons counted in Beaufort County, South Carolina, and are not specific to the Town of Hilton Head Island.

Addressing the emergency shelter and transitional housing needs of homeless persons

Currently there are no emergency shelter and transitional housing shelters operating in the Town of Hilton Head Island. At this time there is no future plan to own or operate emergency shelters or transitional housing in the Town of Hilton Head Island.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Town of Hilton Head Island anticipates continued collaboration with the Beaufort County Human Services Alliance, which is an informal group whose purpose is to promote and sustain activities that improve the quality of life for all Beaufort County residents. This group provides

organizational framework that contributes to our community's capacity to address societal needs. Through the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health and environmental issues.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are no homeless shelters located within the jurisdiction of the Town of Hilton Head Island and no homeless population count data available from the Lowcountry Continuum of Care, the regional continuum of care servicing the Town. There is a non-profit organization, Family Promise of Beaufort, located in neighboring Bluffton, South Carolina, which is a coalition of Beaufort County churches assisting homeless families through a 60–90-day program. The program provides evening accommodations for program participants at host churches and daytime transportation to school for children and educational programs for parents.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Town of Hilton Head Island does not own or operate any public housing developments or units. The Beaufort Housing Authority is the agency providing public housing and Section 8 vouchers to approximately 2,424 residents in Beaufort County, South Carolina and there are 293 public housing units located throughout the county. In the Town of Hilton Head Island, the Beaufort Housing Authority operates 80 public housing units at the Sandalwood Terrace Apartments.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Beaufort Housing Authority provides resident councils at every public housing development they operate. There is also a Resident Advisory Board that is comprised of resident leaders from each development and Housing Choice Voucher (Section 8) representatives. The Housing Authority works with resident services at each of the public housing developments and through this collaboration promote programs and activities for residents. Some of the programs offered include: the Family Self-Sufficiency Program, which is a five-year homeownership education program, Sandalwood Terrace Resident Council, free budgeting classes, and community garden clubs. Due to social distancing protocols related to the COVID-19 pandemic during 2021 the Beaufort Housing Authority conducted virtual resident council meetings. In addition to resident council meetings being conducted virtually other programming services such as parenting classes and poster contests for resident children have taken place via virtual connections.

Actions taken to provide assistance to troubled PHAs

Not Applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

To reduce the number of obstacles in meeting the needs of the underserved populations Town staff may assist with facilitating collaborations with area service organizations which spearhead community-wide solutions to local needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Data for lead-based paint hazards in the Town of Hilton Head Island is unavailable. At this time actions to address lead-based paint hazards have not been identified.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Beaufort Housing Authority operates a Family Self Sufficiency Program which promotes independence for its residents. Participants in the program work toward setting and obtaining future life and career goals by accomplishing activities and objectives. The Beaufort Housing Authority also operates a homeownership program, which assists residents in their programs pay a mortgage rather than a rental payment.

The Town of Hilton Head Island collaborates with the Beaufort County Human Services Alliance, which is an informal group whose purpose is to promote and sustain activities that improve the quality of life for all Beaufort County residents. This group provides organizational framework that contributes to our community's capacity to address societal needs. Through the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health and environmental issues.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Town of Hilton Head Island has participated in the HUD CDBG Entitlement Program since 2015. During the seven years of program participation the Town met required program deadlines. Notifications of acceptable levels of program accomplishment were received from the HUD Columbia, South Carolina field office during the seven years of program participation. In April 2021 a fiscal year 2021 remote monitoring session was conducted by the Columbia, South Carolina field office Community Planning and Development representative. No findings were reported during this monitoring; however, two concerns were cited. The first concern identified the need for a local written policies and procedures manual for administration of the CDBG award. Town staff developed a local CDBG policy and procedures manual in response to this concern and submitted it to HUD staff in June 2022. The second concern identified the

need for an oversight process for subrecipients of 2020 CDBG and CDBG-CV funds. Town staff immediately conducted seven monitoring reviews of randomly selected subrecipients of 2020 CDBG and CDBG-CV funds. All subrecipient monitoring reviews resulted in no findings or concerns. A “No Findings or Concerns” report was issued by the Regional Environmental Officer during a 2019 onsite Environmental Review Procedures monitoring visit.

The Town intends to continue to report its progress in meeting the five-year goals in the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER will be submitted in compliance with program deadlines.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Town of Hilton Head Island collaborates with the Beaufort County Human Services Alliance, which is an informal group whose purpose is to promote and sustain activities that improve the quality of life for all Beaufort County residents. This group provides organizational framework that contributes to our community’s capacity to address societal needs. Through the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health and environmental issues.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Analysis of Impediments to Fair Housing Choice (AI) acknowledged nine impediments to fair housing choice: housing affordability, high cost of housing, inventory, transportation, small urban area, shelter and homelessness limited facilities, financial illiteracy, discrimination, and other.

Actions to overcome the effects of impediments identified in the AI include:

- In coordination with the Community Foundation of the Lowcountry and Hilton Head Public Service District, the Town of Hilton Head Island has committed to \$10 million of sewer improvements which will connect lower income areas which rely on septic systems to treat wastewater.
- The Town of Hilton Head Island has used CDBG entitlement funds to pave dirt roads located in low- and moderate-income areas.
- The Town of Hilton Head Island donated town-owned property for a 10 home Habitat for Humanity development.
- In 2017 the Public Planning Committee of the Town Council of the Town of Hilton Head Island and Town staff began to study the issue of availability of workforce and affordable housing.
- In 2017 the Town of Hilton Head Island was a participant in the Beaufort County Housing Needs Assessment process.
- In 2017 affordable housing stakeholder meetings were held with local builders, developers, employers, and service organizations to solicit input on community affordable housing needs.

- In 2017 the Town Council of the Town of Hilton Head Island adopted nine recommendations related to workforce and affordable housing.
- In 2018 Town staff developed a scope of work for research, analysis, and options for a Town of Hilton Head Island affordable housing strategy.
- In 2018 the Town of Hilton Head Island engaged Lisa Sturtevant & Associates and Clemson University to develop workforce housing strategic plan.
- In April 2019 the workforce housing strategic plan was completed. It identifies workforce housing needs on Hilton Head Island, defines workforce housing, makes strategy recommendations, and includes implementation steps and a workforce housing toolbox.
- In 2019 and 2020 in response to the workforce housing strategic plan Town staff and the Town Council's Public Planning Committee developed a workforce housing policy and proposed amendments to the Town's Land Management Ordinance which allows for workforce housing opportunities. The proposed amendments to the Land Management Ordinance outline incentives to promote development of workforce housing units.
- In 2020 the amendments moved through the approval process and the commercial conversion Land Management Ordinance (LMO) amendment was adopted by Town Council on November 17, 2020.
- In December 2020 a consultant was hired through a partnership with area counties and municipalities and research for developing a housing trust fund was underway.
- On February 16, 2021, a second set of LMO amendments related to work force housing were adopted by Town Council allowing bonus density for work force housing units under certain conditions.
- On February 22, 2022, Town Council hosted a workshop focused on workforce housing. The Town Manager proposed a public-private partnership strategy to develop workforce housing on Town-owned property.
- In April 2022, the Town of Hilton Head Island issued a Request for Qualifications for a private partner to develop 12.97 acres of Town-owned land into a vibrant neighborhood for working families and individuals.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town of Hilton Head Island Finance Department staff is responsible for ensuring CDBG program requirements and funds are managed and allocated in compliance with federal regulations and guidelines. Town staff adheres to the procurement requirements as stated in the Municipal Code of the Town of Hilton Head Island, South Carolina Title 11, Procurement and Purchasing. Monitoring of Town files is conducted on an as-needed basis.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice advertising the public meeting and 15-day public comment period for the 2021 CAPER was published in the newspaper with local circulation (The Island Packet) and posted at the Town of Hilton Head Island bullet board and website on Monday, August 1, 2022. In addition, the public meeting notice was sent via email “blast” to individuals who submitted email addresses requesting notification of public notices. The 15-day public comment period began on Monday, August 8, 2022, and ended Tuesday, August 23, 2022. A public meeting was held on Monday, August 15, 2022, at 5pm at the Benjamin M. Racusin Council Chambers at the Town of Hilton Head Island Town Hall located at 1 Town Center Court, Hilton Head Island, South Carolina. No citizens attended the August 15, 2022, public meeting and there were no comments received at the public meeting. No comments were received during the 15-day public comment period. Following the public comment period, the draft 2021 CAPER was presented at the Town of Hilton Head Island Town Council meeting on September 20, 2022, for review and comment.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The year reported in this CAPER (2021) was the second year of the Town of Hilton Head Island 2020 – 2024 Five Year Consolidated Plan and the objectives in the plan to allocate CDBG funding for a public improvement project and program administration costs did not change.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding childcare.	0				
Assisted residents to apply for or attend community college or a four year educational institution.	0				
Assisted residents to apply for or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

No construction contracts were awarded during the July 2021 – June 2022 reporting period. One non-construction purchase order during the July 2021 – June 2022 reporting period was under \$10,000 and no new persons needed to be hired to complete the covered purchase order.

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ATTACHMENTS

DRAFT



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System
 PR26 - CDBG Financial Summary Report
 Program Year 2021
 HILTON HEAD ISLAND , SC

DATE: 07-01-22
 TIME: 15:57
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	272,442.24
02 ENTITLEMENT GRANT	232,565.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	505,007.24

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	91,386.01
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	91,386.01
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,345.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	92,731.01
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	412,276.23

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	91,386.01
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	91,386.01
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	0.00
32 ENTITLEMENT GRANT	232,565.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	232,565.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,345.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	1,345.00
42 ENTITLEMENT GRANT	232,565.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	232,565.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.58%

Man vandalized and set Dale home on fire after dispute with girlfriend, deputies say

BY SOFIA SANCHEZ
ssanchez@islandpacket.com

A Dale man faces arson charges after sheriff's deputies say he damaged a home last week following a domestic dispute with his girlfriend.

Pendral Coakley, 47,

was charged with second-degree arson by the Beaufort County Sheriff's Office on Saturday, jail records show.

Around 2:55 p.m. Thursday, July 28, deputies responded to a call about a home on Witsell Road that had been damaged, sheriff's spokesperson

Maj. Angela Viens said. Coakley reported that someone had damaged the home and it was "very hot" inside, Viens said. When deputies arrived, they found various locations inside the home had been burned intentionally. Deputies learned that the couple had been in-

involved in a domestic dispute the previous night and, as a result, Coakley set the fires, Viens said. Coakley later admitted to damaging the home but did not take responsibility for the fire. While the home had some damage, the fire was not a "complete burn," Viens said.

No other charges are expected, she said. Coakley remained in custody at the detention center Sunday afternoon.

Sofia Sanchez: (843) 781-6130, @islandpacket

Hilton Head man faces charges after police accuse him of assaulting brother Saturday

BY SOFIA SANCHEZ
ssanchez@islandpacket.com

Police have charged a 46-year-old man after he chased his brother around the yard with "butcher-style" knives, according to the Beaufort County Sheriff's Office.

Terrance Washington,

46, of Hilton Head was charged Saturday with first-degree assault and battery and assault with a concealed weapon, jail records show.

Deputies responded to a home on Muddy Creek Road around 2:30 p.m. for a domestic dispute, according to Maj. Angela Viens, a spokesperson for

the sheriff's office. When they got there, they were told that two brothers had argued and that one of them, later identified as Washington, had gone inside to grab "butcher-style" knives from the kitchen knife block. Washington allegedly chased his brother with the knives and threatened to kill him,

Viens said. No injuries were reported in the incident.

As of Sunday, Washington was still in custody at the detention center in Beaufort.

Sofia Sanchez: (843) 781-6130, @islandpacket



U.S. Coast Guard

At least one person, a minor, was injured in the crash, according to SCDNR spokesperson Greg Lucas

Boat crash near Daufuskie Island Saturday night injured at least one person, DNR says

BY SOFIA SANCHEZ
ssanchez@islandpacket.com

Seven adults and two children were rescued from the water near Daufuskie Island Saturday night after they were ejected when their 20-foot boat ran into an oyster bed, U.S. Coast Guard officials said Sunday in a press release.

A minor, who was not named in the press release, suffered a broken femur and cuts from oyster shells, said South Carolina Department of Natural Resources spokesperson Greg Lucas. The minor was taken to Memorial Health University Physicians - Children's Care in Savannah, the press release said. One other person was

taken to Memorial Health University's emergency room.

The U.S. Coast Guard took the adults and children to Bluffton's All Joy boat landing where DNR officers, Beaufort County Emergency Medical Services, Beaufort Water Search and Rescue and local police and firefighters were waiting for them after 9 p.m., according to Ginger Marshall, a spokesperson for Beaufort County EMS.

An update on the conditions of those who were injured was not immediately available Sunday.

The crash is being investigated by DNR, Lucas said.

Sofia Sanchez: (843) 781-6130, @islandpacket



MIKE SIEGEL TNS

A Boeing 787 Dreamliner emerges from a factory in Everett, Washington, in 2020. The Federal Aviation Administration has approved Boeing's plans to inspect and repair tiny manufacturing flaws in the Dreamliner's carbon-composite frame.

Boeing gets FAA OK to restart delivery of 787

BY JULIE JOHNSON AND ALAN LEVIN
Bloomberg News

Boeing Co. received preliminary U.S. regulatory clearance to restart deliveries of its 787 Dreamliner aircraft, paving the way for the end to a drought that drained cash and dented the planemaker's reputation for quality.

The Federal Aviation Administration approved Boeing's plans to inspect and repair tiny manufacturing flaws in the Dreamliner's carbon-composite frame, two people familiar with the plan said late Friday. The jet manufacturer had largely halted deliveries since late 2020 as its engineers found impro-

perly filled gaps in about 20 locations.

The FAA agreement is a milestone for the company, but it won't immediately resume deliveries. Boeing must still make required fixes and get FAA inspectors to approve each aircraft, the people said, asking not to be identified as the information hasn't been publicly announced. While timing of delivery resummptions remains unclear, the company is aiming to begin in the week of Aug. 8, one of the people said.

A total of 120 of the jets, which retail for as much as \$338 million, had been constructed but were parked and waiting for the FAA's approval to resume sales to custom-

ers such as American Airlines Group Inc., according to Boeing.

"We will continue to work transparently with the FAA and our customers towards resuming 787 deliveries," Boeing said in an emailed statement.

The resumption of shipments will mark a financial turnaround for Boeing after years of operational lapses that have frustrated customers, suppliers and investors. It's also a potential catalyst for Boeing shares, since the Arlington, Virginia-based company will start to unlock nearly \$10 billion in cash tied up in Dreamliners stashed around its factories and in desert storage, according to Rob Spingarn, an analyst with Melius Research.

American Airlines on Friday referred to July 21 comments by Chief Financial Officer Derek Kerr, who said on a conference call it expected to receive two 787-8s in "early August," with the planes not beginning commercial flights until November.

American should receive a total of nine by the end of 2022, he said. American plans to receive four more 787-8s in the first part of 2023. The airline didn't have any update, a spokeswoman said Friday.

Boeing plans to gradually ramp up production as it reduces the inventory of undelivered 787s, Stan Deal, the company's commercial chief, said in an interview earlier this month at the Farnborough International Airshow. The aviation titan has been working with suppliers to step up hiring


and prepare for the higher tempo, he said.

The chief problem for the 787 had been how the plane's carbon-fiber fuselage sections were joined, which didn't meet Boeing's design specifications but wasn't deemed to be a safety hazard.

The company's plan to resume sales also includes addressing how the planemaker constructed the so-called forward pressure bulkhead, the structure near the nose that maintains pressurized atmosphere, and other issues that had arisen during the past year, said one of the people.

FREEDOM

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AUG. 5TH/6TH**

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NOTICE OF 15 DAY PUBLIC COMMENT PERIOD AND PUBLIC MEETING CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

Notice is hereby given that the Town of Hilton Head Island prepared a draft of its 2021 Consolidated Annual Performance Evaluation Report (CAPER) required by the U.S. Department of Housing and Urban Development (HUD) to assess progress carrying out its one-year action plan for the HUD funded Community Development Block Grant (CDBG) Entitlement Program. The 2021 CAPER will be available for review and comment for 15 days beginning **Monday, August 8, 2021**. A public meeting to obtain comments on the 2021 CAPER will be held **Monday, August 15, 2022, at 5:00pm** at the Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers, 1 Town Center Court, Hilton Head Island, South Carolina. Copies of the draft CAPER will be available for review at the meeting and Monday - Friday 8:00am - 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at: <https://hiltonheadislandsc.gov/> beginning at 8:00am Monday, August 8, 2022. Written comments on the 2021 CAPER are encouraged and may be submitted via the website link, or email to marcyb@hiltonheadislandsc.gov or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Finance Department, 1 Town Center Court, Hilton Head Island, SC 29928. Comments will be accepted until **Tuesday, August 23, 2022**.

The Town of Hilton Head Island does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Marcy Benson, Senior Grants Administrator has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. She may be reached at the email address listed above or by phone at (843) 341-4689.

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Town of Hilton Head Island Website – News and Announcements Page
August 1, 2022
2021 CAPER Public Comment Period and Public Meeting Notice

The screenshot shows the Hilton Head Island website's news and announcements section. At the top is a dark blue navigation bar with the town's logo and name on the left, and links for 'Sito en Español', 'Jobs', 'Contact Us', and 'Select Language' on the right. Below the navigation bar is a large banner image of a beach with many blue umbrellas. A vertical social media sidebar on the right contains icons for Twitter, Instagram, Facebook, YouTube, LinkedIn, and Nextdoor. The main content area is titled 'News and Announcements' and features two news items. The first item, dated August 1, 2022, is a 'PUBLIC NOTICE' regarding a 15-day public comment period and a public meeting for the 2021 CAPER report. The second item, dated July 29, 2022, is about the town accepting 2023 accommodations tax grant applications. To the right of the news items is a 'Contact Info' box for Carolyn Grant, Communications Director, including her address, phone number, and email. Below that is a 'Connect with Us' box with the website URL and a link to the E-Subscription Service.

Hilton Head Island Sitio en Español Jobs Contact Us Select Language

Home Government Business & Development Our Island Public Safety How Do I... Subscribe Search

News and Announcements

PUBLIC NOTICE **Notice of 15-Day Public Comment Period and Public Meeting Consolidated Annual Performance Evaluation Report (CAPER)**
August 1, 2022

2023 ACCOMMODATIONS TAX GRANT APPLICATION **Town of Hilton Head Island Accepting Accommodations Tax Grant Applications**
July 29, 2022

Contact Info

Carolyn Grant
Communications Director
1 Town Center Court
Hilton Head Island, SC 29928
843-341-4618
CarolynG@hiltonheadislandsc.gov

Connect with Us

www.hiltonheadislandsc.gov
E-Subscription Service

Town of Hilton Head Island
August 1, 2022
2021 CAPER Public Comment Period and Public Meeting Notice Page



[Home](#) / [News](#)

Public Notice

Notice of 15-Day Public Comment Period and Public Meeting Consolidated Annual Performance Evaluation Report (CAPER)



August 1, 2022

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Contact

Marcy Benson, Senior Grants Administrator
📞 843-341-4689
✉ MarcyB@hiltonheadislandsc.gov

[View More News](#)

Benson Marcy

From: Spinella Kelly
Sent: Monday, August 01, 2022 8:56 AM
To: Benson Marcy
Subject: FW: Courtesy Copy: Notice of Public Meeting and Five-Day Public Comment Period for CDBG Grant Program



Kelly Spinella

COMMUNICATIONS + MARKETING ADMINISTRATOR

Office: [\(843\) 341-4638](tel:8433414638)

Mobile: [\(843\) 816-1966](tel:8438161966)

Website: hiltonheadislandsc.gov

Address: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928

From: Town of Hilton Head Island <updates@secure.hiltonheadislandsc.gov>

Date: Monday, August 1, 2022 at 8:00 AM

To: Phillips Rene <renep@hiltonheadislandsc.gov>, Spinella Kelly <kellys@hiltonheadislandsc.gov>, McEwen, Jenn <jennm@hiltonheadislandsc.gov>, Grant Carolyn <carolyng@hiltonheadislandsc.gov>

Subject: Courtesy Copy: Notice of Public Meeting and Five-Day Public Comment Period for CDBG Grant Program

THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

This is a courtesy copy of an email bulletin sent by Carolyn Grant.

This bulletin was sent to the following groups of people:

Subscribers of General Announcements or Legal Notices (7347 recipients)

--- General Announcements ---



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with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. She may be reached at the email address listed above or by phone at (843) 341-4689.

Please visit the link below to view the plan and comment.

<https://hiltonheadislandsc.gov/CDBG/>



*For additional information, contact Marcy Benson, Senior Grants Administrator
at (843) 341-4689 or MarcyB@hiltonheadislandsc.gov.*



www.hiltonheadislandsc.gov

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TOWN OF HILTON HEAD ISLAND

2021 Consolidated Annual Performance Evaluation Report (CAPER)

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT PROGRAM**

August 15, 2022 5:00PM

AGENDA

- Welcome and Sign-in
- CDBG Entitlement Program & CAPER Overview
- Resources Available and Geographic Distribution
- Public Discussion
- Next Steps in CAPER Process



Town of Hilton Head Island

2021 Consolidated Annual Performance Evaluation Report (CAPER)

2021 Activities and Accomplishments
August 15, 2022, Public Meeting

Community Development Block Grant Entitlement Program (CDBG)

- Federal grant program administered by HUD
- Provides annual grants on a formula basis based on population data
- Funds are to be used to benefit low- and moderate-income persons



2021 Consolidated Annual Performance Evaluation Report (CAPER)

- Requirement of the CDBG Entitlement Program
- Reports progress identified in the 2021 Annual Action Plan
- Due annually



Proposed vs. Actual Outcomes

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
2020 – 2024 Five Year Consolidated Plan										
Public Facilities & Improvements Yr. 2: Patterson Park Project (2021)	Non-Housing Comm Dev	CDBG: \$351,357	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,692	2,055	13.43%	1,733	1,545	13.43%
2015 – 2019 Five Year Consolidated Plan										
Public Facilities & Improvements 4: Boys & Girls Club of Hilton Head Island (2018)	Non-Housing Comm Dev	CDBG: \$200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	492	492	100%	492	492	100%



Resources Available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
2018 CDBG	HUD	\$70,699.21	\$70,699.21
2020 CDBG	HUD	\$200	\$200
2021 CDBG	HUD	\$351,357	\$21,831.80

Geographic Distribution

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tract 105	76%	76%	Funds for 1 infrastructure improvement in Census Tract 105, which meets LMI requirements.
Census Tract 110	98%	22%	Funds for 1 infrastructure improvement in Census Tract 110, which meets LMI requirements.
Town-Wide	2%	2%	Funds for program administrative costs which meet HUD requirements.



Next Steps

- August 23rd - Public comment period ends
- September 20th - CAPER to Town Council
- September 28th - CAPER submitted to HUD





Thank you!

Marcy Benson
Senior Grants Administrator
marcyb@hiltonheadislandsc.gov

Public Meeting Minutes
Public Meeting to Solicit Comments and Discuss
Community Development Block Grant (CDBG) Entitlement Program
2021 Consolidated Annual Performance Evaluation Report (CAPER)

Monday, August 15, 2022, 5:00pm
Benjamin M. Racusin, Council Chambers of the Town Hall
1 Town Center Court, Town of Hilton Head Island

Present: See attached sign-in sheet.

Marcy Benson, Senior Town Grants Administrator was present in the Benjamin M. Racusin, Council Chambers of the Town of Hilton Head Island Town Hall at the noticed 5pm meeting start time. A PowerPoint presentation was prepared and ready for presentation describing the Town of Hilton Head Island Community Development Block Grant (CDBG) 2021 Consolidated Annual Performance Evaluation Report (CAPER). Copies of the 2021 CAPER were available for distribution at the meeting and via the Town of Hilton Head Island website. No members of the public attended this public meeting.

Public Comment Summary
For the Town of Hilton Head Island
2021 Consolidated Annual Performance Evaluation Report
(CAPER)

Public Comments Received During 15 Day Comment Period (August 8 – August 23, 2022):

- **No comments received.**
-

Public Comments Received at the Public Meeting on August 15, 2022

- **No comments received.**



CDBG 2021 Consolidated Performance Evaluation Report (CAPER)

August 23, 2022, 5:14 PM

Contents

i.	Introduction	2
ii.	Summary of comments	3
iii.	Survey questions	4
iv.	Individual comments	5

CDBG 2021 Consolidated Performance Evaluation Report (CAPER)

The Town is accepting comments on the draft 2021 Consolidated Performance Evaluation Report (CAPER).

Introduction

Public Comment Period and Public Meeting Consolidated Annual Performance Evaluation Report (Caper)

The Town of Hilton Head Island prepared a draft of its 2021 Consolidated Annual Performance Evaluation Report (CAPER) required by the U.S. Department of Housing and Urban Development (HUD) to assess progress carrying out its one-year action plan for the HUD funded Community Development Block Grant (CDBG) Entitlement Program. The 2021 CAPER will be available for review and comment for 15 days beginning Monday, August 8, 2021.

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Written comments on the 2021 CAPER are encouraged and may be submitted via the website link, or email to MarcyB@hiltonheadislandsc.gov or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Executive Department, 1 Town Center Court, Hilton Head Island, SC 29928, Comments will be accepted until Tuesday, August 23, 2022.

CDBG 2021 Consolidated Performance Evaluation Report (CAPER)

The Town is accepting comments on the draft 2021 Consolidated Performance Evaluation Report (CAPER).

Summary Of Comments

As of August 23, 2022, 5:14 PM, this forum had:		Topic Start	Topic End
Attendees:	12	August 8, 2022, 8:43 AM	August 23, 2022, 4:30 PM
Comments:	0		
Minutes of Public Comment:	0		

QUESTION 1

Name

No response

QUESTION 2

Do you have any comments regarding the draft 2021 Consolidated Performance Evaluation Report (CAPER)?

No response

CDBG 2021 Consolidated Performance Evaluation Report (CAPER)

The Town is accepting comments on the draft 2021 Consolidated Performance Evaluation Report (CAPER).

Survey Questions

QUESTION 1

Name

QUESTION 2

Do you have any comments regarding the draft 2021 Consolidated Performance Evaluation Report (CAPER)?

CDBG 2021 Consolidated Performance Evaluation Report (CAPER)

The Town is accepting comments on the draft 2021 Consolidated Performance Evaluation Report (CAPER).

Individual Comments



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council
FROM: Josh Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager*
DATE: September 9, 2022
SUBJECT: Beaufort - Jasper Counties Regional Housing Trust Fund – Draft Intergovernmental Agreement

Recommendation:

That Town Council consider approval of the Beaufort - Jasper Counties Regional Housing Trust Fund Intergovernmental Agreement Regarding Affordable Housing (“IGA”) that was provided by the Southern Lowcountry Regional Board.

Summary:

The Town’s Finance and Administrative Committee reviewed and discussed the proposed terms contained within the draft Intergovernmental Agreement Regarding Affordable Housing (“IGA”) that was provided by the Southern Lowcountry Regional Board. After evaluating these provisions, the Committee recommended 3-1 that Town Council agree to the proposed terms contained within the draft document.

Background:

The Town is a participating member in the Southern Lowcountry Regional Board (the “Board”) whose purpose is to “enhance the building of relationships among elected officials, from differing communities, municipalities, utilities, and centers for higher education, to enhance the communication among the members internal as well as to subdivisions external and most importantly to the communities in which we serve.” Beginning in 2020, the Board began discussions concerning the steps that would be necessary to consider and implement a regional housing trust as a potential means of addressing affordable housing concerns that are present in each of the Board’s respective member jurisdictions.

In 2021, as part of the Town's adopted Strategic Action Plan, the Town committed to assessing its potential participation in this regional housing trust fund and thereafter allocated funding to assist the member jurisdictions in engaging the services of a consultant who would examine this issue and develop a proposed path forward. In August of 2021, the planning firm of Asakura Robinson presented its proposed recommendations on creating a regional housing trust fund. A copy of this document has been enclosed herein as Attachment "A" for review and reference.

Contained within the consultant's report are recommendations that each participating jurisdiction commit to participation within the regional housing trust fund and the corresponding annual financial contributions that would be required as a condition of participation.

To facilitate these discussions, and to take the requisite initial steps to form the 501(c) organization that will be the regional housing trust, the Board has been working with representatives of Beaufort County, Jasper County, the City of Hardeeville, the Town of Bluffton, the Town of Hilton Head Island, the City of Beaufort, the Town of Port Royal, and the Town of Yemassee to prepare a draft Intergovernmental Agreement for consideration by each political jurisdiction. A copy of this document has been enclosed as Attachment "B."

Items to note within this document are as follows:

- "Affordable Housing" is defined as residential housing for rent or for sale that is appropriately priced for a for sale or to rent to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area based upon figures available from the United States Department of Housing and Urban Development.
- "Special Needs Housing" is defined as meaning housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.
- The term of this initial agreement is requested to be a minimum of ten (10) years and may be renewed for an additional ten (10) year period upon written agreement of the parties.
- Termination of this agreement may only occur via the dissolution of the regional housing trust fund.
- Projects serving households with income levels at or below sixty percent (60%) of the Annual Median Income ("AMI") will receive priority for consideration along with projects that develop or rehabilitate special needs housing, or the development or rehabilitation of homeless housing.
- Projects funded by the regional housing trust fund will be judged on their merits and funding and location of projects will vary from year to year.

- There will be a nine (9) member Oversight Board with each participating entity appointing one representative, who is not an elected official, and the eight participating jurisdiction's Oversight Board members selecting an agreed upon ninth member.
- The Oversight Board will adopt bylaws for the corporation which will define what types of projects will be eligible for funding, how funding will be allocated for permissible projects, and how a participating member would terminate their participation within the regional housing trust fund.
- Pursuant to the funding schedule contained within the document, the Town would be expected to contribute the following amounts:
 - o Year 1 - \$156,815
 - o Year 2 - \$86,559
 - o Year 3 - \$89,206
 - o Year 4 - \$91,882
 - o Year 5 - \$94,639
 - o Year 6 - \$97,478
 - o Year 7 - \$100,402
 - o Year 8 - \$103,414
 - o Year 9 - \$106,517
 - o Year 10 - \$109,712
 - o Total = \$1,036,623

The Southern Lowcountry Regional Board has requested that each participating jurisdiction to this Intergovernmental Agreement review the draft terms and that have been proposed and provide feedback on this document within the next several months.

On August 4th, the City Council for the City of Hardeeville unanimously approved its participation within the regional housing trust fund as presented and on August 9th, the Town of Yemassee adopted the agreement as well. As of the drafting of this Memorandum, no additional jurisdictions have formally considered this matter for adoption.

HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT AND JASPER COUNTIES, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF BEAUFORT, CITY OF HARDEEVILLE, CITY OF BEAUFORT, TOWN OF PORT ROYAL AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND

WHEREAS, Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and The City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, SoLoCo, desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the "parties") to also participate in a regional housing trust fund; and

WHEREAS, the Parties recognize that affordable housing is a serious public health and safety concern in the low country, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an oversight board to improve affordable housing; and

WHEREAS, a draft Intergovernmental Agreement Regarding Affordable Housing has been drafted for the purposes set forth above and is attached to this Resolution as Attachment “A” and incorporated herein by reference; and

WHEREAS, the Town of Hilton Head Island wishes to contribute \$156,815 which is an amount equal to three percent (3%) of the American Rescue Fund Act funds received by the Town; and

WHEREAS, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions as outlined within the Intergovernmental Agreement Regarding Affordable Housing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hilton Head Island, SC, that the Town Manager is authorized to enter into an intergovernmental agreement with Beaufort and Jasper Counties, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee to contribute funding for the Regional Housing Trust Fund.

MOVED, APPROVED AND ADOPTED ON THIS 20TH DAY OF SEPTEMBER 2022 BY THE TOWN COUNCIL OF HILTON HEAD ISLAND, SOUTH CAROLINA.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrain, Town Attorney

Section 1 Definitions.

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

Section 2 Priorities.

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

Section 3 Funding.

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
 - i. donations;
 - ii. bond proceeds; and
 - iii. grants and loans from a state, federal, or private source.
 - iv. any other public funds which may be lawfully used to support Affordable Housing.

- d. Alternate sources of funding for the RHTF
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.

- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.

- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.

- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.

- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

Section 4 Operations.

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
 - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
 - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
 - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
 - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
 - v. Develop an annual budget with projected revenues and expenditures.
 - vi. Define types of projects eligible for funding.

Section 5 Term and Termination.

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

Section 6 Fiscal Agent.

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

Section 7 Notices.

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

Section 8 Governing Law and Severability Clause.

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

Section 9 Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

Section 10 Miscellaneous.

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

Section 11 Authorization and Execution.

This AGREEMENT is signed by the authorized representatives of the parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: _____ date: _____

JASPER COUNTY: _____ date: _____

THE TOWN OF HILTON HEAD ISLAND: _____ date: _____

THE CITY OF BEAUFORT: _____ date: _____

THE TOWN OF BLUFFTON: _____ date: _____

THE TOWN OF PORT ROYAL: _____ date: _____

THE CITY OF HARDEEVILLE: _____ date: _____

THE TOWN OF YEMASSEE: _____ date: _____

Attachment A

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
Y1*	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

***Year 1 = 3% of American Rescue Plan funds**

Y2	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
Y3	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
Y4	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
Y5	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
Y6	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
Y7	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
Y8	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
Y9	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
Y10	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
Sum	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197

Attachment B

Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) Impact Data: the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) Financial Data: the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other inkind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council – Community Services and Public Safety Committee
FROM: Josh Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager*
DATE: September 12, 2022
SUBJECT: Beaufort County – Town of Hilton Head Island Land Swap

Summary:

The Community Services and Public Safety Committee should recommend to Town Council that the Town Manager be authorized to enter into a Purchase and Sale Agreement with Beaufort County and to take such additional actions as may be necessary in order to facilitate the transfer and receipt of real property located on Hilton Head Island that serves the mutual needs of both entities. A copy of the draft Agreement has been enclosed at Exhibit “A.” At its July 25, 2022 meeting, the Community Services and Public Safety Committee voted unanimously to recommend approval to Town Council.

Analysis:

For the last several years, the Town has pursued the transfer of certain County owned lands to control the future use, development, and capital improvements of these properties. The Town believes that its ownership of these parcels will be in its residents’ best interests by ensuring that these properties reflect the type of quality facilities that are representative of the Island’s world-class brand.

Beaufort County is looking to address two separate issues through the receipt of Town owned land. The first is to create more vehicle parking for the County’s Jenkins Island Pier located at the end of Jenkins Road. The second is to pursue the possible development of a Daufuskie Island Ferry Terminal located on or near the Cross Island Boat Landing.

It is therefore recommended that Beaufort County, as the owner of certain parcels of real property that are located on Hilton Head Island, transfer the following properties to Town ownership:

1. 70 Baygall Road, Hilton Head Island, South Carolina 29928, TMS No. R510 005 000 00050000;
2. 70 Baygall Road, Hilton Head Island, South Carolina 29928, TMS No. R510 005 000 019G0000;
3. 152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, TMS No. R511 007 000 0070 0000;

4. 152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, TMS No. R511 007 000 0070 0000.

Additionally, it is recommended that the Town, as the owner of certain parcels of real property that are located on Hilton Head Island, transfer the following properties to Beaufort County 's ownership:

1. 68 Helmsman Way, Hilton Head Island, South Carolina 29928, TMS No. R552 010 000 0650 0000;
2. 68 Helmsman Way, Hilton Head Island, South Carolina 29928, TMS No. R552 010 000 0309 0000 (a portion);
3. 43 Jenkins Road, Hilton Head Island, South Carolina 29928, TMS No. R510 006 000 001C0000.

Exhibit "B" geographically depicts each of these parcels and is attached to this memorandum for reference purposes.

As a condition on the transfer of its parcels, the Town has requested that that the Cross Island Boat Landing remain open to public use for the launching and retrieving of boats and for the temporary parking of vehicles and trailers related to the public boat landing. Additionally, the Town has requested that it be allowed to participate in the design and layout of any facilities or improvements that might be developed by the County either on or adjacent to this parcel to ensure that such development reflects the appropriate character of Hilton Head Island.

As a condition on the transfer of its parcels, Beaufort County has requested that it be allowed to continue to provide recreational programming at the Barker Field property. To satisfy this condition, the Town will request that the Island Recreation Association coordinate a use agreement with Beaufort County to ensure that the property will be available for their respective uses as they may mutually agree upon.

Conclusion:

Because the mutual transfer of properties by and between the Town and the County will serve to satisfy each other's interests, staff recommends that the Community Services and Public Safety Committee recommend to Town Council that it authorize the Town Manager to enter into a purchase and sale agreement and to take such additional actions as may be necessary to effectuate the above-described property transfers.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. _____

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND TO AUTHORIZE THE TOWN MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH BEAUFORT COUNTY FOR THE SALE AND PURCHASE OF REAL PROPERTY AND TO TAKE ALL ADDITIONAL ACTIONS AS NECESSARY TO EFFECTUATE THE PROPERTY TRANSFERS.

WHEREAS, the Town of Hilton Head Island, South Carolina owns real property, which is more particularly known and described as:

- 68 Helmsman Way, Hilton Head Island, SC 29928/TMS No. R552 010 000 0650 0000 (Parcel E);
- 68 Helmsman Way, Hilton Head Island, SC 29928/TMS No. R552 010 000 0309 0000 (Parcel F); and
- 43 Jenkins Road, Hilton Head Island, SC 29928/TMS R510 006 000 001C 0000 (Parcel G).

WHEREAS, Beaufort County owns real property, which is more particularly known and described as:

- 70 Baygall Road, Hilton Head Island, Sc 29928/TMS No. R510 005 000 0005 0000 (Parcel A);
- 70 Baygall Road, Hilton Head Island, SC 29928/TMS No. R510 005 000 019G 0000 (Parcel B);
- 152 William Hilton Parkway, Hilton Head Island, SC 29928/TMS No. R511 007 000 0070 0000 (Parcel C); and

- 152 William Hilton Parkway, Hilton Head Island, SC 29928/TMS. No. R511 007 000 0070 0000 (Parcel D); and

WHEREAS, the Town of Hilton Head Island, South Carolina, has negotiated a proposed Purchase and Sale Agreement (attached herein as “Exhibit A”) whereby the Town of Hilton Head Island, intends to exchange its property described above for the property of Beaufort County, described above; and

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina, has determined that the mutual transfer of properties by and between the Town and the Beaufort County will serve to satisfy each other’s interests and therefore is in the best interests of the Town of Hilton Head Island to authorize the execution and delivery of the proposed Purchase and Sale Agreement, and to authorize the completion of the transaction described in the proposed Agreement; and

WHEREAS, under the authority of S.C. Code Ann. §5-7-40 and §2-7-20, Code of the Town of Hilton Head Island, South Carolina, the conveyance of real property owned by the Town of Hilton Head Island must be authorized by the adoption of an ordinance by the Town Council for the Town of Hilton Head Island,

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT the Town Manager is hereby authorized to execute an agreement materially similar to the Purchase and Sale Agreement, as set forth in Exhibit A, between the Town and Beaufort County.

MOVED, APPROVED, AND ADOPTED ON THIS _____ DAY OF _____, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

Island, South Carolina 29928, each holding a fifty percent (50%), undivided interest in the same, also currently identified as **TMS No. R511 007 000 0247 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel D").

Cross Island Boat Landing

(e) *Parcel E.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0650 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel E"), provided that the County agrees that Parcel E shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

(f) *Parcel F.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0309 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel F"). That portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, will be conveyed to the County by the Town, provided that the County agrees that Parcel F shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Jenkins Road Property

(g) *Parcel G.* The Town is fee simple owner of the real property located immediately adjacent to the eastern boundary of **43 Jenkins Road, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R510 006 000 001C 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel G").

The real properties in this Section shall hereinafter collectively be referred to as the "Properties".

2. **Purchase Price and Other Considerations.** The County shall sell and Town shall purchase Parcels A, B, C and D for a purchase price of Ten and XX/100 (\$10.00) Dollars, and for other good and valuable consideration; and the Town shall sell and County shall purchase Parcels E, F (only that portion depicted in Exhibit B, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement) and G for a purchase price of Ten and

XX/100 (\$10.00) Dollars, and for other valuable consideration, as described in this Agreement (“Purchase Price”).

As further consideration in the inducement of this transaction, the County acknowledges that the Town will be allowed to participate in the final design and site layout of any improvements that may occur on Parcels E and F. The Town shall have the authority to review and approve project design characteristics to ensure that any proposed improvement is not inconsistent with the character of development on Hilton Head Island or is otherwise contrary to the best interests of the residents of Hilton Head Island. Such approval shall not be arbitrarily withheld. Additionally, the County warrants that as a permanent condition of the transfer of Parcels E and F, it shall ensure that the general public will have continued access to and use of the public boat launch and parking located on Parcels E and F. This obligation will be memorialized within the respective deeds from the Town to the County relative to the transfer of these parcels.

As further consideration in the inducement of this transaction, the Town agrees to support the County’s desire to enter into an agreement with the Island Recreation Association in order to ensure that the County will be able to obtain scheduling and use of the athletic fields located at what is known as Barker Field to the mutual satisfaction of both the County and the Island Recreation Association. If requested by the County, the Town shall place such support in writing.

4. **Conveyance and Due Diligence Period.** The Parties shall individually perform all due diligence on the Properties no later than sixty (60) days from the Effective Date. The Parties shall individually be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Properties. Title to the Properties shall be conveyed to each Party by limited warranty deed. Parties agree to convey marketable title free, and clear of all liens.

b) The County agrees that that portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Each Party shall have the responsibility to examine the title to the Properties. Each Party shall notify the other Party in writing of any title defects during the Due Diligence Period. The Party receiving notice of a title defect shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by the notifying Party. The receiving Party shall provide the notifying Party communication in writing of receiving Party’s election to cure or decline to cure such defects noted by notifying Party within ten (10) days of receipt of notifying Party’s communication. Notifying Party shall then have five (5) days from the date of receiving Party’s communication to the termination of this Agreement for lack of sufficient cure to such defects. Absent receiving Party’s receipt of notice from notifying Party within said five (5) day period, all of the notifying Party’s outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

c) Survey and Subdivision of Parcel F. The County shall be responsible for obtaining a survey of Parcel F by a licensed surveyor and is solely responsible for the cost

associated with the survey. The Town shall have the right to review and approve said survey prior to the Closing Date. The County shall also be solely responsible for both the cost and accomplishing any subdivision of Parcel F, as depicted in Exhibit B.

d) Property Sold “As Is”. The Parties acknowledge that the Properties are being sold “as is”, and that each Party has the opportunity to perform a full examination of the Properties prior to the Closing Date. Neither Party shall make any request to perform any tasks on the any Property, including but not limited to, removing vegetation or clearing timber.

e) Inspection. Parties hereby acknowledge and agree that each Party has or will thoroughly inspect and examine the Properties prior to closing. Each Party is responsible for obtaining inspection reports from qualified professionals to assess the Properties. Each Party and/or its agents shall have the privilege of going upon the Properties at any time during the existence of this Agreement to inspect, examine, and survey. Each Party assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing**. The Closing occurs when the County and Town transfer the Purchase Price as described in Section 2, when County conveys interest in Parcels A, B, C, and D to Town, and when Town conveys interest in Parcels E, F, and G to County.

a) Closing Date. The Closing shall occur on or before December 15, 2022 (“Closing Date”) at the offices of County’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. The County shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels E, G and F. The Town shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels A, B, C, and D. Each Party shall be responsible for its own legal fees.

8. **Brokerage Fees**. The Parties represent that the Properties are not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **Delivery of Documentation**.

a) County shall deliver to Town at or before the Closing (at such times as Town may reasonably request) A limited warranty deed satisfactory in form and substance to counsel for Town, conveying fee simple title to Parcels A, B, C, and D free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a condition to Town’s obligation to consummate the purchase and sale herein contemplated.

b) Town shall deliver to County at or before the Closing (at such times as County may reasonably request) a limited warranty deed satisfactory in form and substance to counsel for County, conveying fee simple title to Parcels E, F and G, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a

condition to County's obligation to consummate the purchase and sale herein contemplated.

c) Permitted Easements shall include easements found on surveys recorded with the Beaufort County Register of Deeds, utilities, or rights-of-way easements which are currently encumbering a property.

10. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of the Parties to purchase the Properties are expressly made subject to the conveying Party's representation that as of the Closing Date the warranties and representations of conveying Party shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by receiving Party by written notice to conveying Party.

11. **Default.** If either Party fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of either Party's obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to a Party, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO COUNTY: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: County Administrator

Copy to: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Brittany Ward , Beaufort County Deputy Attorney
E-mail: bward@bcgov.net
(843) 255-2059

TO TOWN: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Manager

Copy to: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Attorney

13. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is

assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

14. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

COUNTY:

Eric Greenway
Beaufort County Administrator

WITNESSES:

TOWN:

Marc Orlando
Hilton Head Town Manager

DRAFT

EXHIBIT A

PROPERTY DESCRIPTION

Parcel A

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 7.44 acres, more or less, and being more particularly described as follows, to wit:

Commencing at a point which is the intersection of the Northeastern right-of-way of South Carolina Highway No. 334 with the Eastern right-of-way of South Carolina Highway No. 335 and proceeds from said point of commencement in a Northeasterly direction along the Eastern right-of-way of said South Carolina Highway No. 335 on a course N 47°50'35" East for a distance of 1,342.87 feet to a concrete monument which marks the point of beginning; thence proceeding from said point of beginning and continuing along said South Carolina Highway No. 335 N 47°50'35" East for a distance of 261.0 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 348.48 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 260.92 feet to a concrete monument; thence proceeding N 47°59'35" East for a distance of 114.95 feet to a concrete monument; thence proceeding S 45°06'45" East for a distance of 291.60 feet to a concrete monument; thence proceeding S 49°49'35" West for a distance of 599.14 feet to a concrete monument; thence proceeding N 37°35'25" West for a distance of 736.00 feet to a concrete monument which marks the beginning.

Parcel B

All that certain piece, parcel or lot of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, assured and designated as Lot Number Eight and identified as belonging to Herbert Brown on a plat entitled "25.832 Acres for Heirs of William Brown," prepared by E.G. Freiesleben consulting P.E. and L.S. Number 4624; said plat being recorded in Beaufort County Plat Book 24 at Page 194. For a more detailed description as to location, courses, metes, bounds, distances and directions, reference may be had to said plat of record.

Parcel C

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.02, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.

Parcel D

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.73, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.¹

Parcel E

All that certain piece, parcel or tract of land containing approximately 1.515 acres of land, situate, lying and being on the northwestern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co, Inc. to be Conveyed to South Carolina Department of Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located at the southeastern corner of the subject parcel on the northwestern side of Road S-80 and on the New 100-foot right of way line (Road S-80); thence along said right of way with a radius of 5,629.58 feet and chord bearing N 27°54'45" E for 307.74 feet to a point; thence continuing along the said right of way N 26°24'01" E for a distance of 170.68 feet to a point; thence N 74°07'17" W for a distance of 42.82 feet, to a point; thence S 85°02'38" W for a distance of 63.61 feet; thence S 46°10'20" W for a distance of 70.75 feet to a point; thence continuing S 46°10'20" W for a distance of 277.43 feet to a point; thence along said right of way for the Marina Access Road S 20°22'11" E for a distance of 65.04 feet to a point; thence continuing along said right of way for Marina Road Access with a radius of 366.60 feet and chord bearing S 44°38'28" E for a distance of 167.79 feet to the point of beginning; being bounded on the North and West by other lands of the Grantee. East by Road S-80, South by Marina Road Access

Parcel F²

All that certain piece, parcel or tract of land containing approximately 2.409 acres of land, situate, lying and being on the southeastern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co., Inc. to be Conveyed to South Carolina Department of

¹ Same as Parcel C.

² Only that portion of Parcel F depicted in Exhibit B will be conveyed to the County by the Town, which consists of all of the land north of Helmsman Way, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement.

Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located on the southwestern corner of the subject parcel on the southeastern side of Road S-80 and on the New 52-foot right of way line (Road S-80); thence along said right of way N 36°07'46" E for a distance of 2.34 feet to a point; thence along the New right of way line S 53°52'14" E for a distance of 11.00 feet to a point on the New Transitional right of way; thence along said right of way N 38°42'27" E for 668.98 feet to a point on the New 33-foot right of way line of Marine Access Road; thence along said right of way for Marine Access Road with a radius of 217.00 feet and chord bearing S 00°23'16" W for a distance of 294.86 feet to a point; thence continuing along said right of way for Marina Access Road S 43°11'05" W for a distance of 412.63 feet to a point; thence S 84°34'22" W for a distance of 32.26 feet, to a point; thence along said right of way for Haig Point Road N 54°02'21" W for a distance of 138.51 feet to the point of beginning; being bounded on the North and East by Marina Access Road, South Haig Point Road, and West by Road S-80.

Parcel G

All that certain piece, parcel or tract of land situate lying and being on Jenkins Island, Hilton Head, Beaufort County, South Carolina and containing .619 acres, more or less, and being more particularly shown on a plat prepared by Freisleben – Yerkes, Inc., dated August 15, 1979, for Jenkins Island Realty Corporation and American Title Insurance Company. According to said plat, said property is more particularly described as follows, to-wit: Beginning at a point on the Eastern side of a paved road at its juncture with the public landing as shown on said plat; thence N 20 degrees 40 minutes E, a distance of 20 feet to a hub of flagger at the mean high water mark of Skull Creek, thence S 53 degrees 42 minutes 52 seconds E, a distance of 360.67 feet along the mean high water mark to a marker; thence S 80 degrees 08 minutes W, a distance of 212.7 feet to a marker at the Eastern margin of the aforesaid paved road; thence N 23 degrees 47 minutes 51 seconds W, a distance of 244.54 feet to the point of beginning.

BEAUFORT COUNTY TO TOWN

BARKER FIELD
TMS: R510 004 000 019G 0000 (2.9 Acres)
TMS: R510 005 000 0005 0000 (7.8 Acres)
Assignment of Lease: TMS: R510 005 000 0301 0000



BEAUFORT COUNTY TO TOWN

OLD SCHOOL HOUSE PROPERTY

TMS: R511 007 000 0070 0000 (3.02 Acres)

TMS: R511 007 000 0247 0000 (4.21 Acres)



TOWN TO BEAUFORT COUNTY

JENKINS ROAD PROPERTY

TMS: R510 006 000 001C 0000 (1.0 Acres)

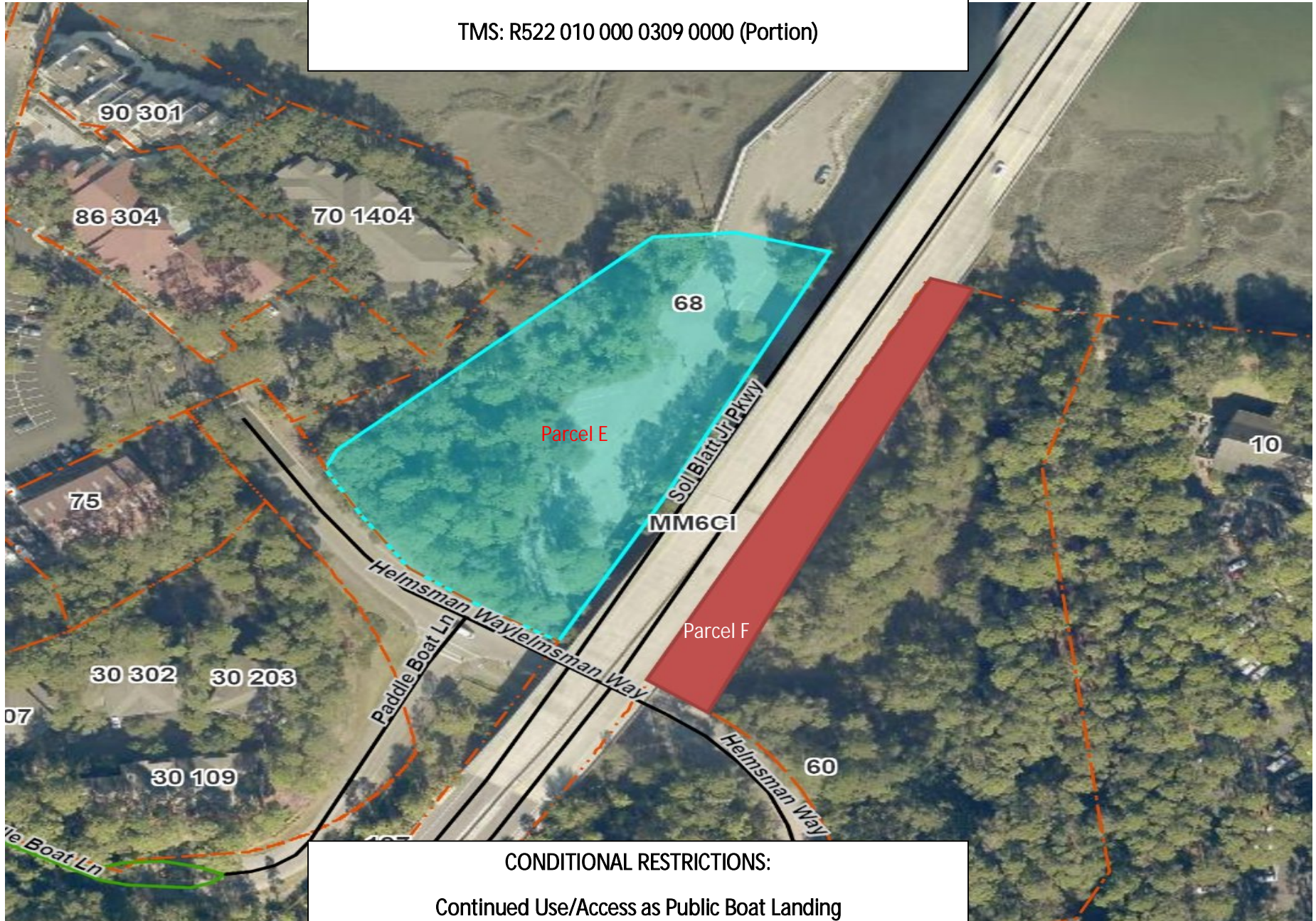


TOWN TO BEAUFORT COUNTY

CROSS ISLAND BOAT LANDING

TMS: R522 010 000 0650 0000 (1.52 Acres)

TMS: R522 010 000 0309 0000 (Portion)



CONDITIONAL RESTRICTIONS:

Continued Use/Access as Public Boat Landing

Town Input into Ferry Terminal Design



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council
FROM: Mac Deford, *General Counsel*
CC: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*
DATE: September 12, 2022
SUBJECT: Town of Hilton Head Island Animal Control Ordinance Update

Summary:

Town staff presents and recommends that Town Council approves the repeal and replacement of Chapter 1 of Title 17 of the Town Code entitled Animal Control. This recommendation is in response to recent changes to Beaufort County's animal control ordinance.

Background:

Beaufort County Animal Services provides animal control enforcement in conjunction with the general law enforcement services that are provided by the Beaufort County Sheriff's Office. These services are provided within the municipal boundaries of the Town through an intergovernmental agreement. In January 2016, the Town Council adopted Beaufort County's animal control ordinance to establish uniformed animal control laws across Beaufort County. Subsequently, Beaufort County made substantial amendments to its animal control ordinance, and the Town's ordinance no longer materially reflects the County ordinance.

As a matter of public concern, the question of whether dogs would be allowed off-leash under the County's amended ordinance was presented to Town staff by the Community Services and Public Safety Committee ("Committee"). After reviewing the County's ordinance and engaging in discussions with the County's legal counsel, Town staff concluded that adoption of the County's amended animal control ordinance would prohibit dogs from running at-large on Hilton Head Island beaches. In response, the Committee tasked Town staff with drafting the proposed changes to the Town's animal control ordinance that is materially aligned with the County ordinance, with the exception that dogs will continue to be permitted to run at-large in accordance with existing Town regulations.¹

¹ See Town of Hilton Head Code of Ordinances Section 8-1-211(8).

Conclusion:

Proposed Ordinance No. 2022-17, if adopted, will maintain an animal control ordinance that is materially uniform with Beaufort County's animal control laws while allowing dog owners to allow their pets off-leash pursuant to the existing Town Code. Staff recommends that Town Council approve and adopt proposed Ordinance No. 2022-17.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. [X]

PROPOSED ORDINANCE NO. 2022-17

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND TO REPEAL AND REPLACE CHAPTER 1 OF TITLE 17 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA RELATED TO THE TOWN'S ADOPTION BY REFERENCE OF BEAUFORT COUNTY ORDINANCE CHAPTER 14, ARTICLE II ANIMAL CONTROL.

WHEREAS, the Town of Hilton Head Island ("Town") is vested with the authority under state law to enact ordinances and promulgate regulations for the care and control of dogs, cats, and other animals and to prescribe penalties for violations thereof; and

WHEREAS, on January 19, 2016, the Town Council adopted by reference Chapter 14, Article II entitled "Animal Control" (the "Animal Control Ordinance") of the Beaufort County Code of Ordinances to advance the mutual desire to have a consistent animal control ordinances throughout Beaufort County; and

WHEREAS, on April 11, 2022, the Beaufort County Council adopted various amendments to the Animal Control Ordinance; and

WHEREAS, the Town Council now desires to repeal and replace Title 17, Chapter 1 entitled "Animal Control" of the Town's Code of Ordinances to maintain uniformity with respect to animal control regulations throughout Beaufort County; and

WHEREAS, the Town Council has the authority to repeal and replace its Code of Ordinances when deemed to be in the best interest of the citizens of the Town, and now desires to do act with respect to the subject of animal control by enacting the amendments set forth below.

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

Sec. 17-1-111. – Beaufort County Animal Control Ordinance adopted by reference.

Unless otherwise specified in this section, Article II of Chapter 14 of the Beaufort County Code of Ordinances, as amended on April 11, 2022, is adopted by reference as and made a part of this Chapter as fully and completely as if the same were set out herein verbatim, provided, however, that in the event that any part of Article II, Chapter 14 of the Beaufort County Code of Ordinances conflicts with § 8-1-211(8), Municipal Code of The Town of Hilton Head Island, South Carolina (1983), the text of § 8-1-211(8), shall control.

A copy of Article II of Chapter 14 of the Beaufort County Code of Ordinances is on file in the office of the municipal clerk, and is available here.

**THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.
SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2022.**

By: _____
John J. McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____, 2022

Second Reading: _____, 2022

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



COUNTY COUNCIL OF BEAUFORT COUNTY
Assistant County Administrator for Public Safety
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Office (843) 255-5171 e-mail philipf@bcgov.net

June 16, 2022

To: Marc Orlando, Town Manager, Town of Hilton Head
From: Philip A. Foot CJM, Assistant County Administrator for Public Safety Division
Cc: Brittany Ward, Deputy County Attorney
RE: Text Amendments for Beaufort County Animal Control Ordinances

Dear Mr. Orlando,

Beaufort County made text amendments to the Animal Control Ordinances. The Town of Hilton Head has adopted our ordinances in the past to allow Beaufort County Animal Service Officers the authority to enforce them within the municipality. Beaufort County Council adopted our recent text amendments on third reading at their April 11, 2022 meeting.

I have provided a copy of the text amendments as adopted with strikethroughs to make reviewing the changes easier. I have also provided a link to our Municode posted ordinances for the Animal Control Chapter 14, Article II, as amended.

https://library.municode.com/sc/beaufort_county/codes/code_of_ordinances?nodeId=PTIGEOR_CH14AN_ARTIIANCO

Both our legal department along with our Animal Services Director will be happy to attend any town meeting to answer questions about the amendments if need. Please advise when the text amendments will be on the Town Council Agenda and we can attend.

Respectfully,

Philip A. Foot, CJM
Assistant County Administrator for Public Safety
Beaufort County, South Carolina



BEAUFORT COUNTY COUNCIL AGENDA ITEM S

UMMARY

ITEM TITLE:
Text Amendments to Chapter 14, Article II: Animal Control Ordinances
MEETING NAME AND DATE:
Community Services Committee 03/07/2022 02:00 PM
PRESENTER INFORMATION:
Brittany Ward, Deputy County Attorney (Presenting) & Tallulah McGee, Director of Animal Services (Co-Presenting)
15 Minutes
ITEM BACKGROUND:
First time being brought forward
PROJECT / ITEM NARRATIVE:
Numerous proposed changes to Chapter 14’s Animal Control Ordinances. (See Backup Material)
FISCAL IMPACT:
No Physical or Financial Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval of Text Amendments
OPTIONS FOR COUNCIL MOTION:
Move forward to Council for First Reading

2022 / _____

AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS

WHEREAS, Beaufort County (“County”) established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

WHEREAS, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

WHEREAS, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Court

ARTICLE II. - ANIMAL CONTROL^[2]

Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Abandonment shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

Animal shall mean a live vertebrate creature except a human being.

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

BCAS officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling pets' offspring.

County Administrator shall mean the individual in the said position or its assignee or designee.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

Infraction shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Kennel shall mean a small shelter for a dog, cat or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

Pet shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

Serious injury shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

Shelter shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

~~*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.~~

Unaltered shall mean a pet which has not been spayed or neutered.

~~*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. ~~when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~~~

Sec. 14-28. - County pet license; rabies vaccination tags.

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
 - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
- (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
- Be spayed or neutered.
 - Microchipped.
 - Pay the appropriate one-time fee per the published fee schedule.
- (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
- Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
- The restricted dog is less than four months of age;
 - A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
 - The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
- (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.

- (2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~
- (3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
- (4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.
If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.
- ~~(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

Sec. 14-31. - Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
- (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
 - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
 - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
 - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

Sec. 14-32. - Dangerous animals.

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
 - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
 - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
 - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
 - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
 - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
 - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
 - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of section paragraph (3) of this section, ~~paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
 - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:
 - a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
 - ~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

- e. ~~b.~~ No person shall permit a dangerous animal to go outside its ~~kenel or pen~~ confined space unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

- d. ~~The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.~~
- e. ~~The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~

- (4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

- a. Insurance Requirement. ~~Owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:~~
- i. animal must be specifically referred to by name and description;
 - ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and
 - iii. may not contain exceptions related to animal bites or injuries to third parties.
- b. Notice of Dangerous Animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.
- c. Registration and License. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

- ~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-33. - Running at large.

- (a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.
1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
 2. For purposes of this Section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.

3. For purposes of this Section, the term “under restraint” is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

~~(b) *Exemption.* Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.~~

~~No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.~~

~~From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.~~

~~(e) (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-34. - Nuisance pets or livestock.

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
- (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

- (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
 - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
 - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
 - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
 - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
- (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
- ~~(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
- ~~(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

Sec. 14-35. - Animal cruelty and neglect.

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, ~~and~~ or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.
- (1) Abandonment During Named Storm. It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a

tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
 - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

Sec. 14-36. - Sale of animals, pets or livestock.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) ~~[Euthanasia.]~~ Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

Sec. 14-38. - Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 14-39. - Redemption.

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
- (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.
 - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
 - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

Sec. 14-40. - Adoption.

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

Sec. 14-41. - Trapping.

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.
- (b) Exemption. Trapping is permitted for hogs.

Sec. 14-42. - Management of feral cat colonies.

(a) *Definitions.*

Caregiver means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

Sec. 14-43. - Livestock.

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

Sec. 14-44. - Importation of exotic animals prohibited.

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined

as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
 - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
 - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
 - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
 - (4) A team mascot for a university or educational facility.

Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 14-46. - Interference with a BCAS officer.

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

Sec. 14-47. - Enforcement and penalties.

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(1) *Liability to Person Bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:

- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
- ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) *Habitual Violators.* In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

- ~~(e)~~ (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory

spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. Animal cruelty charges and Dangerous dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
 - a. Date, location and approximate time of the infraction;
 - b. The ordinance violated and a brief description of the infraction;
 - c. The amount of the administrative penalty imposed for the infraction;
 - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. Instructions on how to appeal the citation; and
 - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
 - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
 - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
 - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
 - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars for a first infraction;
 - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
 - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
 - i. A brief statement setting forth the appellant's interest in the proceedings;
 - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. The notice of appeal must be signed by the appellant;
 - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
 - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
 - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
 - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.



TOWN OF HILTON HEAD ISLAND

Staff Report Memo

TO: Marc Orlando, ICMA-CM, Town Manager
VIA: Shawn Colin, AICP, Assistant Town Manager – Community Development
FROM: Jeff Buckalew, PE, Town Engineer
CC: Josh Gruber, JD, MPA, Deputy Town Manager
Curtis Coltrane, Town Attorney
Scott Fugate, Interim General Manager Broad Creek PSD
DATE: August 30, 2022
SUBJECT: Consideration of an Ordinance granting perpetual utility easements to the Broad Creek Public Service District (PSD) for the access and maintenance of an Aquifer Storage and Recovery (ASR) facility across Town land (Parcel R520 012 000 0019 0000 near 12 Dalmatian Lane)

Recommendation:

Execute a permanent utility easement granting the Broad Creek PSD perpetual rights to construct, access and maintain an Aquifer Storage and Recovery (ASR) facility across Town land (Parcel R520 012 000 0019 0000 near Fire Station 6 at 12 Dalmatian Lane).

Summary and Background:

The Broad Creek Public Service District seeks an area to construct and operate an ASR facility consisting of underground wells and an above ground pump house, with associated underground electric and water lines. The facility shall allow the PSD to recharge, store and recover water to and from an aquifer. This partnership opportunity with the Broad Creek PSD to assist in providing capital investment in infrastructure facilities to ensure future delivery of potable water to Hilton Head Island residents is identified as an environmental sustainability initiative in the Town's Strategic Plan.

There are ten distinct easements being conveyed across the single parcel that provide for the installation, access and maintenance of underground piping, electrical power and control wiring, and the well. The easements are depicted in Exhibit B of the attached Ordinance. The total amount of Town land to be encumbered by these easements is 2.04 acres.

Attachments:

- A. Proposed Ordinance
- B. Easement Plat

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE GRANTING OF EASEMENTS ENCUMBERING REAL ESTATE OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, UNDER THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2022), AND § 2-7-20, MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina, owns a parcel of real property described as:

All that certain piece, parcel or tract of land, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and described as “16.87 Acres” on a Plat entitled “Plat of 16.87 Acres, a Portion of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, for Greenwood Development Corporation,” prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers, James M. Sims, S. C. Reg. L. S. 13169, dated December 21, 2000, revised February 13, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 78 at Page 91 (hereafter, the “Town Property”); and,

WHEREAS, Broad Creek Public Service District has requested The Town of Hilton Head Island, South Carolina, grant easements encumbering the Town Property, for the purpose of allowing the Broad Creek Public Service District to build, maintain and operate a facility known as an “ASR Facility” consisting of underground wells and an above ground pump house, with associated underground electric and water lines, for the purpose of aiding the Broad Creek Public Service District in delivering potable water to the general public in its service area; and,

WHEREAS, S. C. Code Ann. § 5-7-40 (Supp. 2022) and § 2-7-20, Municipal Code of the Town of Hilton Head Island, South Carolina (1983), require that granting of easements encumbering real property owned by the Town of Hilton Head Island, South

Carolina, be authorized by Ordinance; and,

WHEREAS, the Town Council for The Town of Hilton Head Island, South Carolina, has determined that it is in the best interest of the Town and its citizens and residents to authorize the granting of easements to the Broad Creek Public Service District for the purpose of to building, maintaining and operating the “ASR Facility” described above.

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

Section 1. Execution of Easements.

(a) The Mayor and the Town Manager are hereby authorized to execute and deliver the Easements for the “ASR Facility” in the form and substance of the “Utility Easement Agreement” attached hereto as Exhibit “A,” encumbering the Town Property in the areas shown on the Plat that is attached hereto as Exhibit “B”; and,

(b) The Mayor and the Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the conveyance of the real property authorized by this Ordinance.

Section 2. Severability.

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

Section 3. Effective Date.

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

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF OCTOBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Weidmeyer, Town Clerk

First Reading: September 20, 2022

Second Reading:_____

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

Introduced by Council Member:_____

POINT ON CENTER OF RADIUS: N: 124750.33' E: 2083774.23'

POINT OF BEGINNING N: 124750.13' E: 2083703.71'

POINT OF BEGINNING N: 124718.17' E: 2083807.06'

PERMANENT 100' POLLUTION FREE WELLHEAD PROTECTION RADIUS EASEMENT

PIN 520-012-000-0365 PTS REAL ESTATE DB. 2635 - PG. 268 PB. 30 - PG. 51 PB. 78 - PG. 91

PIN 520-012-000-0168 ROUTE 111 HAUPPAUGE, LLC DB. 1883 - PG. 1196 PB. 89 - PG. 01

NOTE: THE EASEMENT THAT CROSSES THE PROPERTY LINE STAYS WITHIN THE EXISTING EASEMENT PER PB 78 PG 91

PIN 520-012-000-0019 THE TOWN OF HILTON HEAD ISLAND SOUTH CAROLINA DB. 1387 - PG. 351 DB. 1379 - PG. 151 PB. 78 - PG. 91

NOTES:

- 1. SURVEYED AND MAPPED BY VAUGHN & MELTON CONSULTING ENGINEERS PROJECT NUMBER 82110-07.
2. BOUNDARY AND TOPO WAS ORIGINALLY SURVEYED BY VAUGHN & MELTON CONSULTING ENGINEERS DATED: 02/22/2021 TO 03/05/2021.
3. AREAS SHOWN ARE SUBJECT TO EASEMENTS OF RECORD.
4. AREAS INCLUDE ANY AND ALL PORTIONS OF PROPERTY UNDER RIGHTS OF WAY AND OR EASEMENTS EITHER ACQUIRED OR CLAIMED.
5. PARCEL I.D. NUMBER: AS SHOWN.
6. RAW ERROR OF CLOSURE FOR FIELD TRAVERSE WAS 1:10,000.
7. THE DISTANCES ON THIS MAP ARE UNADJUSTED HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
8. BEARINGS ARE RELATED TO NAD 83(2011) AND VERTICAL IS RELATED TO NAVD88.
9. THIS IS A PROPOSED PERMANENT UTILITY EASEMENT AND A 10' PERMANENT POWER EASEMENT.
10. THIS PROPERTY LIES WITHIN FLOOD ZONE A7 (EL. 14) AS SHOWN ON FIRM PANEL 4502500014D DATED: SEPTEMBER 29, 1986.
11. SUBJECT PARCEL IS LOCATED IN FLOOD ZONE "C" BASED ON BEAUFORT COUNTY GIS.
12. THE ZONING DISTRICT REGULATIONS FOR THIS PROPERTY IS CLASSED (PR) BASED ON THE LAND MANAGEMENT ORDINANCE (LMO).
13. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
14. EASEMENTS SHOWN HEREON WERE PLACED BASED ON RECORDED PLATS AND SCALED DIMENSIONS WHEN EASEMENTS COULD NOT BE REPRODUCED WITH BEARING AND DISTANCES.

LEGEND

- EXISTING PROPERTY CORNER
POINT NOT SET (PNS)
NEW PERMANENT EASEMENTS
TIE LINE
ADJOINER PROPERTY LINE
SUBJECT PROPERTY LINE
SEWER LINE
DEED BOOK & PAGE
PLAT BOOK & PAGE
CONCRETE MONUMENT
SEWER MANHOLE

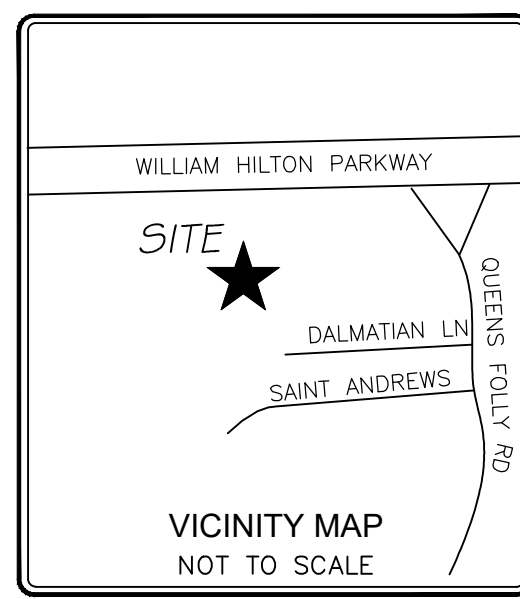


Table with 3 columns: NO., DATE, DESCRIPTION. Row 1: 1, 11/23/2021, UPDATED EASEMENT BOUNDARY (T.H.I.)



SC FIRM LICENSE # 3540

2154 North Center St. Suite A-101 North Charleston, SC 843-974-5650

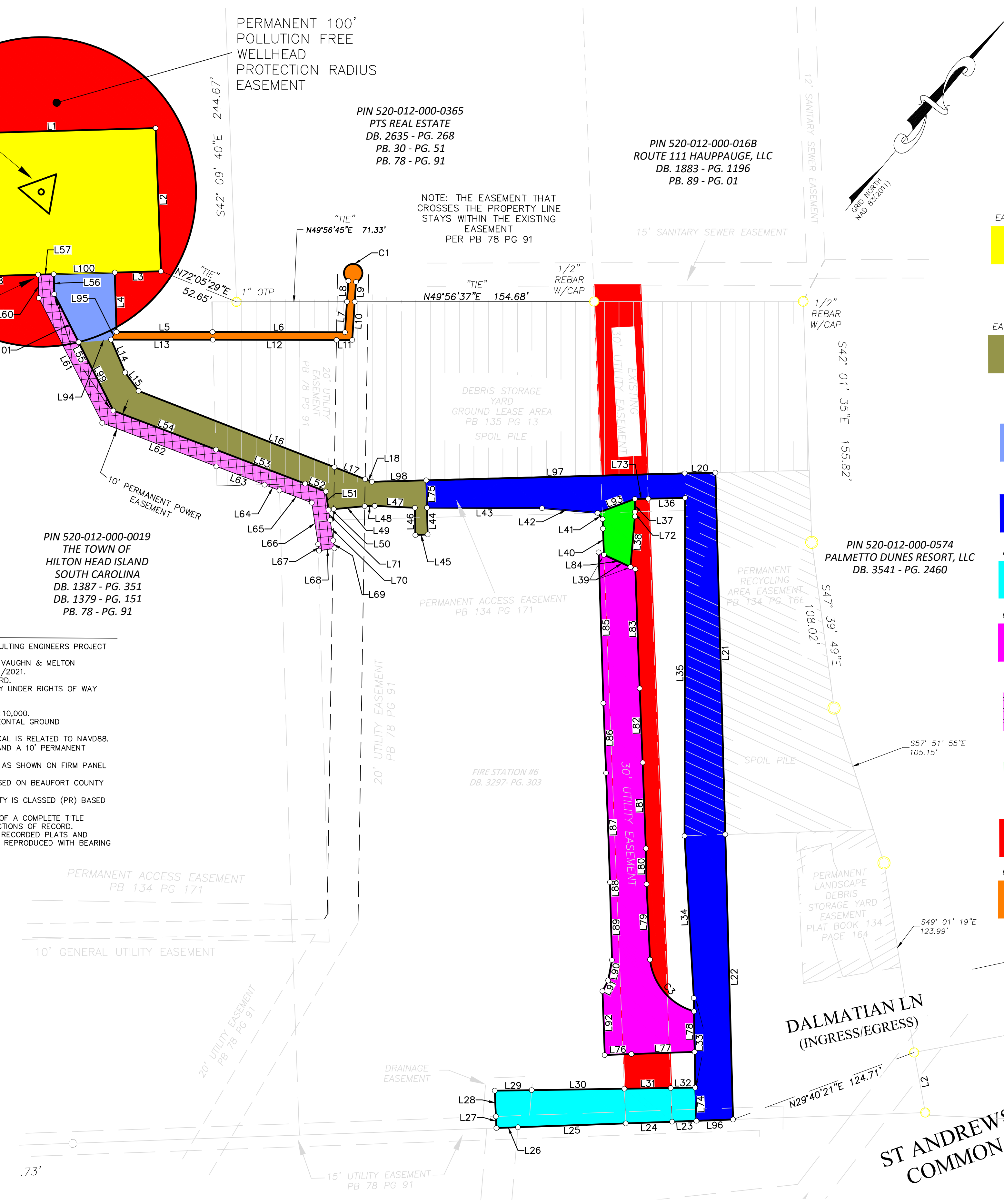
3600 Forest Drive Suite 3 Columbia, SC 803-974-5650

243 East Blackstock Suite 3 Spartanburg, SC 864-574-4775

www.vaughnmelton.com

Table with 2 columns: DRAWN, CHECKED, JOB NO, SCALE, DATE, FILE NAME. Values: LCP/DLC, RLS, 82110.07, 1"=40', 11/02/2021, 82110.07 Easement Plat APRIL 2022.DWG

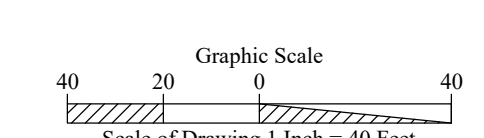
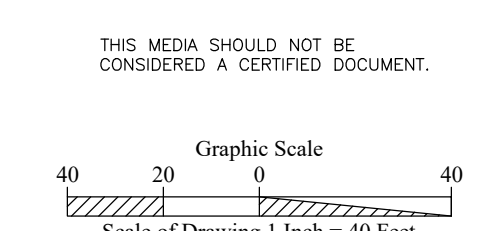
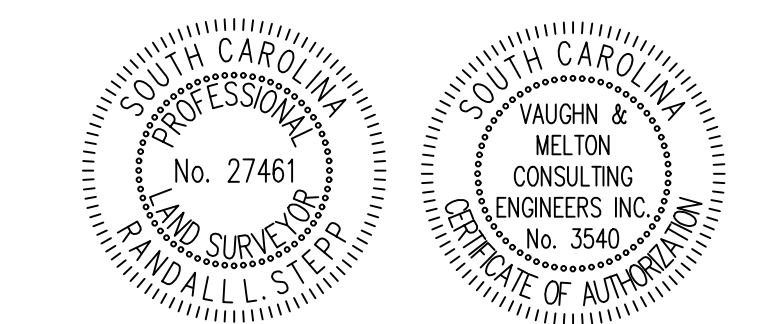
- EASEMENT AREA 1 AREA CONSISTS OF THE FOLLOWING ITEMS: ABOVE GROUND: GROUNDWATER WELL, WELL HOUSE CONTAINING PUMP ROOM, PIPING, ELECTRICAL, COMMUNICATION AND CONTROL EQUIPMENT, DISINFECTION CHEMICAL STORAGE AND FEED EQUIPMENT (SODIUM HYPOCHLORITE & AMMONIA).
EASEMENT AREA 2 AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: SANITARY SEWER PIPING, ELECTRICAL POWER, CONTROLS WIRING, MONITOR WELL SAMPLE PIPING, SODIUM HYPOCHLORITE FILL PIPING, POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM).
EASEMENT AREA 3 AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: SANITARY SEWER PIPING, ELECTRICAL POWER, CONTROLS WIRING, MONITOR WELL SAMPLE PIPING, SODIUM HYPOCHLORITE FILL PIPING, POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM).
EASEMENT AREA 4 AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM). DRIVING ACCESS: UNPAVED CART PATH.
EASEMENT AREA 5 AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM).
EASEMENT AREA 6 ACCESS EASEMENT OVER PAVED AREA DRIVING ACCESS FROM DALMATIAN LN THROUGH FIRE STATION ENTRY (PAVED AREAS)
EASEMENT AREA 7 AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: ELECTRICAL POWER
EASEMENT AREA 8 DRIVING ACCESS FROM FIRE STATION TO CART PATH (PAVED TO UNPAVED)
EASEMENT AREA 9 ASR WELL #1 100' POLLUTION FREE WELLHEAD PROTECTION RADIUS AREA = 31,416 SF ± 0.72 ACRES ±
EASEMENT AREA 10 SANITARY SEWER PIPING

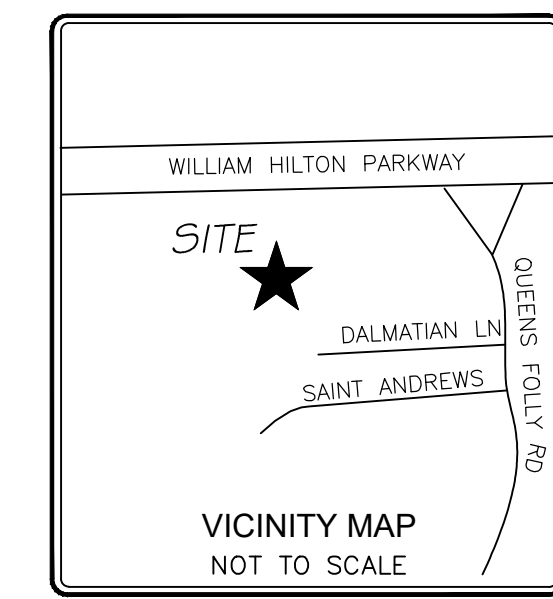


DALMATIAN LN (INGRESS/EGRESS)
ST ANDREWS COMMON

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT AND 10' PERMANENT POWER EASEMENT ON THE THE PROPERTY DESCRIBED IN DEED BOOK 1387 PAGE 351 PIN # 520-012-000-0019 HILTON HEAD ISLAND, TOWNSHIP BEAUFORT COUNTY, SOUTH CAROLINA NOVEMBER 5, 2021

I, RANDALL L. STEPP, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EASEMENT SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA PROFESSIONAL LAND SURVEYING STANDARDS MANUAL, PER ARTICLE 4 REGULATION 420-F, THAT THIS PLAT IS INTENDED ONLY TO SHOW THE LOCATION OF A UTILITY EASEMENT AND PERMANENT POWER EASEMENT THAT EASEMENT LINES SHOWN ARE BASED ON ACTUAL FIELD SURVEY MEASUREMENTS WHICH MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.





EASEMENT AREA 2

Line #	Direction	Length
L14	S63° 05' 35"E	23.06'
L15	S76° 09' 38"E	14.74'
L16	N71° 18' 08"E	82.72'
L17	N71° 18' 08"E	21.34'
L18	N71° 18' 08"E	4.68'
L44	N41° 16' 55"W	17.28'
L45	N47° 10' 39"E	7.93'
L46	S41° 02' 24"E	17.59'
L47	N52° 52' 52"E	25.95'
L48	S48° 25' 47"W	6.50'
L49	S44° 24' 31"W	20.13'
L50	S44° 24' 31"W	3.37'
L51	N48° 39' 45"W	11.89'
L52	S70° 50' 58"W	14.21'
L53	S70° 50' 58"W	61.71'
L54	S70° 50' 58"W	70.89'
L75	N41° 32' 49"W	17.70'
L94	S45° 27' 48"W	21.05'
L98	N48° 27' 11"E	35.16'
L99	S66° 53' 55"E	49.54'

EASEMENT AREA 7

Line #	Direction	Length
L51	N48° 39' 45"W	11.89'
L52	S70° 50' 58"W	14.21'
L53	S70° 50' 58"W	61.71'
L54	S70° 50' 58"W	70.89'
L55	N66° 53' 55"W	84.37'
L56	N41° 36' 00"W	12.88'
L57	S48° 24' 00"W	10.00'
L60	S41° 36' 00"E	15.12'
L61	S66° 53' 55"E	90.48'
L62	N70° 50' 58"E	78.90'
L63	N70° 50' 58"E	33.28'
L64	N70° 50' 58"E	10.32'
L65	N70° 50' 58"E	22.34'
L66	S48° 39' 45"E	27.10'
L67	S48° 39' 45"E	4.27'
L68	N41° 20' 15"E	10.00'
L69	N48° 39' 45"W	5.18'
L70	N48° 39' 45"W	13.28'
L71	N48° 39' 45"W	6.84'

EASEMENT AREA 6

Line #	Direction	Length
L76	N47° 56' 24"E	17.22'
L77	N48° 02' 25"E	40.89'
L78	N40° 53' 21"W	26.23'
L79	N42° 38' 08"W	48.78'
L80	N41° 06' 16"W	23.10'
L81	N42° 09' 28"W	55.56'
L82	N42° 18' 26"W	47.95'
L83	N42° 04' 30"W	77.03'
L84	S74° 39' 10"W	26.07'
L85	S41° 47' 54"E	97.47'
L86	S42° 11' 20"E	45.16'
L87	S42° 04' 16"E	70.56'
L88	S41° 09' 47"E	8.01'
L89	S41° 30' 26"E	42.37'
L90	S29° 30' 38"E	13.40'
L91	S12° 01' 38"E	7.86'
L92	S42° 03' 36"E	41.25'

EASEMENT AREA 4

Line #	Direction	Length
L20	N48° 36' 26"E	19.54'
L21	S41° 34' 04"E	233.82'
L22	S41° 34' 04"E	184.30'
L33	N40° 53' 21"W	57.91'
L34	N43° 16' 19"W	104.99'
L35	N39° 54' 52"W	210.15'
L36	S48° 45' 38"W	23.81'
L42	N54° 52' 11"E	36.07'
L43	N50° 12' 21"E	74.22'
L74	S42° 03' 33"E	21.47'
L75	N41° 32' 49"W	17.70'
L93	N29° 31' 09"E	25.73'
L96	N47° 55' 18"E	23.67'
L97	N48° 27' 11"E	166.89'

EASEMENT AREA 5

Line #	Direction	Length
L23	N47° 56' 27"E	15.71'
L24	S47° 56' 27"W	30.00'
L25	S47° 56' 27"W	69.67'
L26	S47° 56' 27"W	13.91'
L27	N42° 33' 11"W	7.50'
L28	N49° 06' 39"E	16.61'
L29	N49° 06' 39"E	23.85'
L30	N49° 06' 39"E	59.90'
L31	N49° 06' 39"E	30.01'
L32	N49° 06' 39"E	15.76'
L74	S42° 03' 33"E	21.47'

EASEMENT AREA 10

Line #	Direction	Length
L5	N50° 04' 04"E	62.07'
L6	N50° 04' 04"E	85.52'
L7	N36° 11' 23"W	19.69'
L8	N36° 11' 23"W	13.49'
L9	S36° 13' 28"E	12.87'
L10	S36° 11' 23"E	24.71'
L11	S50° 04' 04"W	10.16'
L12	S50° 04' 04"W	79.89'
L13	S50° 04' 04"W	65.65'
L95	S5° 31' 21"E	6.06'

EASEMENT AREA 8

Line #	Direction	Length
L37	S39° 56' 58"E	8.35'
L38	S34° 59' 03"E	32.83'
L39	S74° 39' 10"W	18.89'
L40	N42° 11' 49"W	23.04'
L41	S78° 03' 51"E	5.14'
L93	N29° 31' 09"E	25.73'

EASEMENT AREA 1

Line #	Direction	Length
L1	N48° 24' 00"E	134.50'
L2	S42° 09' 40"E	92.51'
L3	S48° 24' 00"W	29.87'
L58	S48° 24' 00"W	56.06'
L59	N41° 36' 00"W	92.51'
L100	N48° 24' 00"E	39.47'

EASEMENT AREA 3

Line #	Direction	Length
L4	S41° 35' 58"E	38.38'
L56	N41° 36' 00"W	12.88'
L94	S45° 27' 48"W	21.05'
L100	N48° 24' 00"E	39.47'
L101	S66° 53' 55"E	34.82'

EASEMENT AREA 10

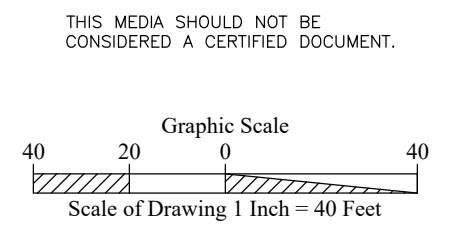
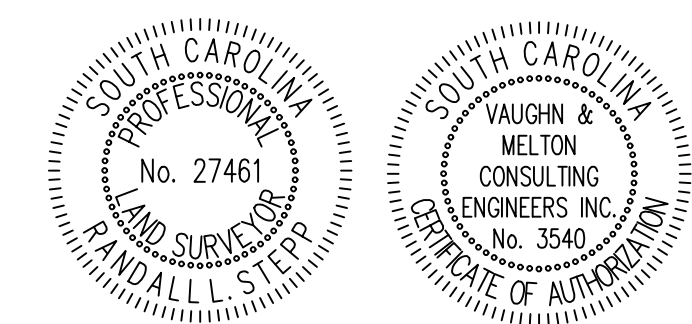
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	32.13'	5.93'	310.17'	N57° 01' 10"E	5.00'

AREA TABLE

		SQUARE FT±	ACRES ±	COLOR
EASEMENT AREA 3	PERMANENT UTILITY EASEMENT	1,493	0.03	
EASEMENT AREA 5	PERMANENT UTILITY EASEMENT	2,949	0.07	
EASEMENT AREA 4	PERMANENT UTILITY EASEMENT	13,012	0.29	
EASEMENT AREA 2	PERMANENT UTILITY EASEMENT	4,596	0.11	
EASEMENT AREA 8	PERMANENT UTILITY EASEMENT	714	0.017	
EASEMENT AREA 6	ACCESS EASEMENT	8,943	0.21	
EASEMENT AREA 10	PERMANENT UTILITY EASEMENT	1044	0.24	
EASEMENT AREA 7	10' PERMANENT POWER EASEMENT	2815'	0.07	
EASEMENT AREA 9	PERMANENT 100' POLLUTION FREE EASEMENT	31,416	0.72	
EASEMENT AREA 1	PERMANENT UTILITY EASEMENT	12,484	0.29	

I, RANDALL L. STEPP, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EASEMENT SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA PROFESSIONAL LAND SURVEYING STANDARDS MANUAL, PER ARTICLE 4 REGULATION 420-F, THAT THIS PLAT IS INTENDED ONLY TO SHOW THE LOCATION OF A UTILITY EASEMENT AND PERMANENT EASEMENT, AND THAT EASEMENT THE LINES SHOWN ARE BASED ON ACTUAL FIELD SURVEY MEASUREMENTS WHICH MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS GREATER THAN SHOWN.

RANDALL L. STEPP, PLS. No. 27461 DATE: _____



REVISIONS

NO.	DATE	DESCRIPTION
1	11/23/2021	UPDATED EASEMENT BOUNDARY (T.H.)
2		



SC FIRM LICENSE # 3540

2154 North Center St.
Suite A-101
North Charleston, SC
843-974-5650

3600 Forest Drive
Suite 102
Columbia, SC
803-974-5650

243 East Blackstock
Suite 3
Spartanburg, SC
864-574-4775

www.vaughnmelton.com

DRAWN:	LCP/DLC
CHECKED:	RLS
JOB NO:	82110.07
SCALE:	1"=40'
DATE:	11/02/2021
FILE NAME:	82110.07 Easement Plat APRIL 2022.DWG

**PROPOSED
VARIABLE WIDTH
PERMANENT UTILITY EASEMENT
AND
10' PERMANENT POWER EASEMENT
ON THE THE PROPERTY
DESCRIBED IN DEED BOOK 1387 PAGE 351
PIN # 520-012-000-0019
HILTON HEAD ISLAND, TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
NOVEMBER 5, 2021**

BROAD CREEK SPECIAL PUBLIC SERVICE DISTRICT

ASR Well Location – Palmetto Dunes



LEGEND:

Blue Circle = Well Easement Area

Green Dot = Well Head Location

Green Path = Utility Easement Location



TOWN OF HILTON HEAD ISLAND

Staff Memorandum

TO: Hilton Head Island Town Council
FROM: Mac Deford, *General Counsel*
CC: Marc Orlando, *Town Manager*; Joshua Gruber, *Deputy Town Manager*
DATE: September 1, 2022
SUBJECT: Overview of Community Development Corporations and the proposed Gullah Geechee Historic Neighborhoods Community Development Corporation

Recommendation:

Staff recommends that the Town Council review the draft Articles of Incorporation and Bylaws for the Town of Hilton Head Island Gullah Geechee Historic Neighborhoods Community Development Corporation and consider adopting a Resolution authorizing the Town Manager to take such actions as may be necessary to submit and file these documents with the South Carolina Secretary of State. Additionally, the Resolution identifies the next steps that will need to be undertaken by the Town Council in the appointing of a Board of Directors, the collaborative efforts following such appointments to solicit and retain an Executive Director for the Corporation, the development of a strategic plan for the corporation, and the development of the Corporation's fiscal budget.

Procedural Background:

On December 7, 2021, Town Council adopted its Strategic Plan setting forth the various initiatives that it hoped to accomplish in the upcoming years. One initiative contained within the Plan, identified as "Establish a Historic & Cultural District Development Corporation," sought to develop a framework for the reinvestment and sustainable economic prosperity within designated neighborhood located on the Island. The success of which, would result in the protection of existing communities by turning them into vibrant and dynamic neighborhoods.

On February 15, 2022, the Town Council adopted Resolution 2022-04 which authorized the Town Manager to prepare the necessary documents that would allow the Town Council to consider the creation of a nonprofit redevelopment corporation. Additionally, the Town Council further found that the creation of such an organization would foster and promote economic opportunities within these historic neighborhoods by focusing on the following core areas:

- (1) cultural protection;

- (2) quality of life enhancements;
- (3) entrepreneurialism;
- (4) business attraction, expansion, and retention;
- (5) land planning and development assistance;
- (6) providing financial and economic opportunities.

Following the adoption of this Resolution, the Town Manager worked with Francenia Heizer, the Town's Bond Counsel, and Town staff to develop the draft Articles of Incorporation and Bylaws that are enclosed respectively with this memorandum.

The Bylaws that have been brought forth as a part of this effort would allow the Town to serve as sole member of the Corporation and who will be responsible for the appointment of members to the Corporation's Board of Directors. The Board of Directors will then be responsible for the operations, management, and oversight of the Corporation to ensure that it is successfully performing its identified charitable mission of providing support to all residents within the historic neighborhoods as identified within appendix B-5 of the Town of Hilton Head Island's Land Management Ordinance.

Substantive Background:

I. Introduction

The concept of community development corporations ("CDC") dates to the late nineteenth century when the concept for an entity of this type first took shape in 1966. That year, U.S. Senator Robert F. Kennedy and his aides conceived the idea of a CDC in Brooklyn's Bedford-Stuyvesant neighborhood under the belief that the private sector's power, expertise, and wealth should be involved in neighborhood opportunity and community betterment. In late 1966, with bipartisan support, Kennedy successfully persuaded Congress to amend the Economic Opportunity Act by adding the "Special Impact Program" to fund community development ventures in urban poverty areas.

Today, there are thousands of CDCs across the United States involved in a variety of activities. Although CDCs work primarily to provide affordable and accessible housing, they offer a range of economic and social benefits to low-income, underserved neighborhoods that have experienced long periods of disinvestment. Thus, a CDC can be defined as a "revenue-generating nonprofit, community-based development organization that engages in economic and social development activities such as housing production, commercial property development, business development, and/or job creation for the benefit of community residents."¹ Today's CDCs are often created with the intention of supporting and revitalizing communities experiencing economic and social distress. The overall goal is to move families out of poverty and into the middle class and to create

¹ Community Development Corporations: Operations and Financing, 83 Harv. L. Rev. 1558, 1559-60 (1970)

long-lasting and sustainable communities that honors the cultural and history of those who live there.

In direct recognition of the economically and socially distressed neighborhoods that currently exist on Hilton Head Island, Town Council adopted Resolution 2022-04, which authorized the Town Manager to prepare the necessary documents that would allow Town Council to consider the formation of a nonprofit community development corporation.

II. Legal Framework

CDCs are nonprofit entities organized under the Internal Revenue Code Section 501(C)(3) and applicable state statutes. South Carolina law recognizes CDCs as set forth in the South Carolina Community Development Act, S.C. Code Section 34-43-10, et seq, and they are organized under the South Carolina Nonprofit Corporation Act, S.C. Code Section 33-31-101, et seq.

As a nonprofit corporation, CDCs are overseen by a board of directors. Day-to-day leadership and management are typically led by a CEO or executive director, who also assists in the creation of a strategic plan and operational budget for the organization. For this project, Town Council would appoint the board of directors who would then work cooperatively to appoint the executive director.

III. Financing, Board of Directors and Staff

Funding

CDCs rely predominantly on government sources, especially in their early stages. For this project, the South Carolina General Assembly has budgeted \$5,000,000.00 in initial seed money to enable the Town's CDC to become operational and begin providing much-needed services to the Stoney Community, as well as other designated historic and culturally significant neighborhoods across Hilton Head Island. A variety of other funding sources also exist, including, but not limited to:

1. Community Development Block Grant Program (administered by HUD)
2. Other existing government programs (e.g., federal, state, county or municipal funds)
3. Community Development Financial Institutions (CDFIS) (currently, 12 CDFIs in South Carolina)
4. Private contributions
5. Loans

Board of Directors and Staff

CDCs are overseen by a board of directors, which is generally made up of residents and business leaders to progress community development goals. Approximately one-third of the directors tend to come from the community, allowing for direct, grass-roots participation in decision making. Other board members may be business leaders, educators, lawyers, engineers, and healthcare workers who can add significant value to the strategic goals of the CDC due to their respective expertise.

Staffing requirements of a CDC will depend on the size, budget, and demands on the organization. Generally, CDC staff consist of diverse, talented individuals who bring a passion for improving communities through building deep relationships with the residents and implementing initiatives to advance the vision of the organization. Executive directors of CDCs typically have extensive experience with fundraising and leading nonprofit organizations.

IV. Examples of Successful Community Development Corporations

Research related to the impact of CDCs has expanded in recent years, although there remains a significant gap related to the revitalization of depressed neighborhoods. Below are some examples of successful CDCs that have been reviewed:

The Grandmont Rosedale Development Corporation – Grand River, MI

- This CDC operates several programs, including:
 - **Northwest Detroit Farmers’ Market.** Sources locally grown produce, meats, cheeses, and baked goods. Operates June – mid-October.
 - **Grand River WorkPlace.** Operates as a co-working facility and small business incubator that offers flexible, affordable office space for small businesses and independent workers.
 - **Home Renovation Program.** Acquires vacant and dilapidated houses and transforms them into fully renovated homes, which are then sold to new low-income families.
 - **Commercial Revitalization.** Works to support local businesses and encourage new businesses to locate within the Grandmont Rosedale community.
 - **Neighborhood Beautification.** Organizes hundreds of volunteers to pitch in and help keep the neighborhood clean and beautiful (e.g., tree planting, park clean up, etc.).

UDI Community Development Corporation – Durham, NC

- UDI was established as a nonprofit organization in 1974 and has an impressive resume related to affordable housing, employment skills, and other community projects. Some of UDI’s successes include:
 - Development of a 91-acre industrial park
 - Construction of a retail shopping center with a grocery store in its neighborhood
 - Construction and rehabilitation of 50 units of affordable housing
 - Construction of a 32-unit facility for the elderly
 - Issuance of over \$1M in loans to small businesses
- In addition, UDI boasts an asset base of over \$55M, providing facilities where approximately 300 people come for training and work every day.

Virginia Beach Community Development Corporation (VBCDC) – Virginia Beach, VA

- VBCDC’s primary mission is to assist the City of Virginia Beach to provide quality affordable housing opportunities to low- and moderate-income households.

- VBCDC's board of directors are appointed by City Council, and many of its programs are coordinated with the City's Department of Housing and Neighborhood Preservations and the Department of Human Services.
- Currently, VBCDC owns and manages over 500 units of affordable rental housing located throughout the City of Virginia Beach that serve low-to-moderate income families, individuals, elderly persons, veterans, homeless persons, and persons with disabilities.
- VBCDC has an operating budget of \$6.8M with a 32-person staff.

V. Next Steps

If Town Council continues its pursuit of creating the Gullah Geechee Historic Neighborhoods Community Development Corporation, there will be additional efforts that will need to be undertaken following the filing of the Articles of Incorporation and the adoption of the Corporation's Bylaws. These additional actions will include the following:

A. Appoint a Board of Directors

The Corporation's Bylaws will set forth the number of individuals who will need to be appointed as Board members (referred to as Voting Directors) as well as any preferred backgrounds or characteristics that these individuals should possess to provide the broad base of support that is needed to successfully launch this organization.

B. Provide Appropriate Training Opportunities to the Board

While the initial Board members will likely possess a wide variety of personal and professional backgrounds, it is important to ensure that the Board has the requisite understanding of what the Corporation will need in terms of support from the Board itself. This support can come in the form of training and professional consultation that can be provided at the outset of the Board's formation to solidify its ability to adequately support the Corporation and its Mission.

C. Hire an Executive Director

The adopted Bylaws will set forth the nature and ability for a professional executive director to be retained by the Corporation. This person will lead many of the efforts that will be pursued to accomplish the organization's objectives. This individual will also play a deeply integral role in developing a Strategic Plan for the corporation which will serve as its roadmap to success. As such, a requisite amount of time and effort should be expended in identifying the perfect candidate to fill this role.

D. Adopt a Strategic Plan to Accomplish the Organization's Mission

Most effective organizations develop a series of identified short and long-term goals to accomplish and defined pathways to achieving such results. Often, this is done through the adoption of a Strategic Plan. The Board and the Executive Director should work jointly to identify the vision, mission, goals, strategies, and tactics that will be necessary to achieve the corporation's desired results within these historic communities. The adoption of a Strategic Plan also allows for the

creation of organizational accountability through the ability to track and quantify the objectives that have identified within the Strategic Plan

E. Adopt a Fiscal Budget to Support the Strategic Plan

Once a Strategic Plan has been adopted, the Corporation will need to adopt a fiscal operating and if necessary, capital budget, that will be complementary of the goals and objectives that are identified within that document. Similarly, once the Corporation has adopted a budget, it should ensure that its Strategic Plan is in line with this budget. One should influence the other and vice a versa.

Conclusion:

Community development corporations have been successfully used since the 1960s to combat poverty by offering a wide range of services. While CDCs were first formed in major urban cities, they are not restricted to any one geographical area, including coastal communities. The legal framework allowing CDCs is well established, and formation documents have already been drafted for Town Council's review and consideration. Adequate funding is the most important aspect of launching a successful CDC, and with the State's grant of \$5M of initial seed money, the stresses of initial funding are assuaged.

Staff has prepared the requisite legal documents that are necessary for the creation of the Gullah Geechee Historic Neighborhoods Community Development Corporation. If adopted, the Town Council and the Corporation's Board will undertake the additional actions outlined above to functionally operate a community development corporation that will serve the interests of Hilton Head Island in a genuinely meaningful and generationally impactful manner.

Enclosures:

1. Draft Resolution
2. Articles of Incorporation for the Town of Hilton Head Island Gullah Geechee Historic Neighborhoods Community Development Corporation
 - a. Exhibit "A" to the Articles of Incorporation – 501(c)(3) Designation
3. Bylaws of the Town of Hilton Head Island Gullah Geechee Historic Neighborhoods Community Development Corporation
 - a. Exhibit "A" to the Bylaws – Historic Neighborhoods Map – Appendix B.5 of Hilton Head Island Land Management Ordinance

TOWN OF HILTON HEAD ISLAND

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF ARTICLES OF INCORPORATION ESTABLISHING THE GULLAH GEECHEE HISTORIC NEIGHBORHOODS COMMUNITY DEVELOPMENT CORPORATION, ADOPTION OF BYLAWS FOR THE CORPORATION, AND SETTING FORTH STEPS NECESSARY TO COMMENCE OPERATIONS OF THE CORPORATION.

WHEREAS, Hilton Head Island has many different historical and culturally sensitive communities that have existed for many decades with families within these areas going back many generations; and

WHEREAS, many of these neighborhoods are under threat due to the absence of viable economic opportunities, safe, respectable and quality affordable housing options, access to critical skills, training and education programs, and will continue to degrade and fade away until virtually nonexistent unless and until significant investments are made to ensure their long-term sustainability; and

WHEREAS, community development corporations are organized as nonprofit, community-based organizations focused on revitalizing targeted areas that typically include low-income, underserved neighborhoods that have experienced these periods of perpetual disinvestment; and

WHEREAS, community development corporations can perform varied and unique services in the pursuit of stabilizing, protecting, and promoting communities through programs such as economic development, affordable housing, streetscaping, neighborhood planning, targeted investment and financing services, and potentially even providing education and social service programs for neighborhood residents; and

WHEREAS, a successful community development corporation will play a key role in building generational wealth for successive generations of residents within these areas by serving as an anchor to capital investment, enhancing community conditions through neighborhood organizing and education, and a strengthening of the fabric within these communities that make them the invaluable cultural and historical resources that they are; and

WHEREAS, one of the many historic communities on Hilton Head Island is the Stoney Community which encompasses areas along William Hilton Parkway from the Island's causeway entrance at Jenkins Island to Spanish Wells Road; and

WHEREAS, in the early to mid-1900s the Stoney Community was a thriving commercial area that was once considered to be Hilton Head Island's "downtown" due to the number of entrepreneurs, businesses, community stores, the Island's post office and consolidated

elementary school that were located within this neighborhood; and

WHEREAS, over the years this area has experienced a substantial decline in the availability of economic opportunities for its residents and businesses which has directly led to an exodus of the Gullah families that have called this community home for seven or more generations; and

WHEREAS, the continued loss of these residents and their familial lands represents a direct threat to the sustainability of this community; and

WHEREAS, the Town, Beaufort County, and the South Carolina Department of Transportation are currently refining plans for changes to the William Hilton Parkway corridor that will substantially impact the Stoney Community; and

WHEREAS, to mitigate impacts from this project, the South Carolina General assembly has budgeted \$5,000,000.00 in initial seed money to enable this corporation to become operational and begin providing these much-needed services to the Stoney Community as well as other historic and culturally important neighborhoods across Hilton Head Island; and

WHEREAS, to formally create the Gullah Geechee Historic Neighborhoods Community Development Corporation (the “Corporation”), it is necessary to file Articles of Incorporation (Exhibit “A”) with the South Carolina Secretary of State and adopt Bylaws (Exhibit “B”) outlining the organizational structure and planned governance of the Corporation; and

WHEREAS, upon the filing of the Articles of Incorporation and the Adoption of the Bylaws, it will be necessary to undertake such additional actions which includes the appointing of members to the Corporation’s Board of Directors, the hiring of an executive director and other staff members as may be necessary, the development of a strategic plan outlining desired goals and objectives of the Corporation, the adoption of an operating budget that lines up with the organization’s strategic plan, and the establishment of a continual reporting mechanism that will inform the public as to the organization’s achievements and successes.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council for the Town of Hilton Head Island does hereby approve the attached Articles of Incorporation and Bylaws for the Gullah Geechee Historic Neighborhood Community Development Corporation as attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Town Council for the Town of Hilton Head Island does hereby authorize its Town Manager to undertake such actions as may be necessary and appropriate to accomplish the following:

1. Filing of the initial Articles of Incorporation with the South Carolina Secretary of State
2. Filing of the appropriate non-profit designation until Section 501(c) of the United States Internal Revenues Services Code.

3. Recording of the Bylaws for the Gullah Geechee Historic Neighborhood Community Development Corporation

Following these actions, the Town Council shall work to appoint members to the Corporation's Board of Directors as identified within the adopted Bylaws. Once appointed, the Board shall work with the Town Manager to identify and select an executive director who shall assist in the creation of a strategic plan and operational budget for the Corporation.

MOVED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2022.

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

The Town of Hilton Head Island Gullah Geechee Historic Neighborhoods Community Development Corporation

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is

One Town Center Court

(Street Address)

Hilton Head Island, SC 29928

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

Marc Orlando, in his capacity as Town Manager

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. The nonprofit corporation is a public benefit corporation.
b. The nonprofit corporation is a religious corporation.
c. The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. This corporation will have members.
b. This corporation will not have members.

5. The principal office of the nonprofit corporation is

One Town Center Court

(Street Address)

Hilton Head Island, South Carolina 29928

(City, State, Zip Code)

Name of Corporation

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a"**.

a.

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b.

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (a) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

See attached

Name of Corporation

9. The name and address of each incorporator is as follows (**only one is required, but you may have more than one**).

(Name)

(Business Address)

(City, State, Zip Code)

_ (Name)

_ (Business Address)

(City, State, Zip Code)

_ (Name)

_ (Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

Name of Corporation

11. Each incorporator listed in #9 must sign the articles

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

Filing Checklist

- Articles of Incorporation. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed. Include a self-addressed stamped envelope to have a filed copy returned to you by mail.
- If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- \$25.00 made payable to the SC Secretary of State. Political Associations must also submit CL-1 form and additional \$25.00 fee.
- Return to: Secretary of State
ATTN: Corporate Filings
1205 Pendleton Street, Suite 525
Columbia, SC 29201

Exhibit A

to

Gullah Geechee Historic Neighborhoods Community Development Corporation

Articles of Incorporation

The optional provisions which Gullah Geechee Historic Neighborhoods Community Development Corporation (the "Corporation") elects to include in the articles of incorporation are as follows (see §33-31-202(c) and the applicable comments thereto):

(a) Purposes

1. The Corporation is not a corporation organized for profit. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its directors, officers, employees, agents or other private shareholders or persons except that the Corporation shall be authorized to pay reasonable compensation for services rendered.

2. The Corporation is organized and shall be operated exclusively for charitable and/or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

3. Notwithstanding any provision of the Articles of Incorporation to the contrary, all of the assets and earnings of the Corporation shall be used, and all powers of the Corporation shall be exercised, exclusively for the public purposes set forth herein, including the payment of expenses incidental thereto.

4. The directors of the Corporation shall be the person who qualify from time to time in the manner specified in the Bylaws of the Corporation.

5. Except as otherwise provided in the Bylaws of the Corporation, no amendment shall be made to the Articles of Incorporation or the Bylaws of the Corporation without the approval of the Town Council of the Town of Hilton Head Island, South Carolina.

(b) No Cumulative Voting Rights

The Corporation elects not to have cumulative voting; therefore, members may not cast their votes cumulatively in the election of directors of the Corporation or for any other decision.

**BYLAWS OF THE TOWN OF HILTON HEAD
GULLAH GEECHEE HISTORIC NEIGHBORHOODS
COMMUNITY DEVELOPMENT CORPORATION**

**APPROVED ON _____ BY THE TOWN COUNCIL OF
THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

**RATIFIED ON _____ BY THE BOARD OF DIRECTORS OF THE
GULLAH GEECHEE HISTORIC NEIGHBORHOODS COMMUNITY DEVELOPMENT
CORPORATION**

ARTICLE I

NAME, SEAL AND OFFICES

1.1 Name. The name of this corporation is Town of Hilton Head Island Gullah Geechee Historic Neighborhoods Community Development Corporation (the “Corporation”).

1.2 Seal. The Board of Directors (the “Board”) may, but shall not be required to, adopt, use, or alter a corporate seal at its pleasure. The seal shall be kept at the principal office of the Corporation. Failure to affix the seal to any corporate instrument, however, shall not affect the validity of that instrument.

1.3 Offices. Upon its initial formation, the principal office of the Corporation shall be located at One Town Center Court in the Town of Hilton Head Island, County of Beaufort, State of South Carolina. The Board may at any time, or from time to time, and with concurrent approval of the Town, change the location of the principal office from one location to another within said town and county so long as the principal office remains within the municipal boundaries as identified in Section 2-1-20 of the Town’s Code of Regulations, of the Town of Hilton Head Island (the “Town”) a body politic and political subdivision of the State of South Caroline (the “State”).

ARTICLE II

**OBJECTIVE, PURPOSE, ACTIVITIES AND
DISPOSITION OF ASSETS ON DISSOLUTION**

2.1 Objective. The Corporation’s objective is to be organized and operated exclusively as a South Carolina public benefit nonprofit corporation existing for the support, advancement, and sustainability of historic and culturally sensitive communities located on Hilton Head Island as identified in Appendix B-5 of the Town’s Land Management Ordinance. A copy of this map is attached to the Bylaws as Attachment “A” and is incorporated herein.

2.2 General Purpose.

(a) The Corporation is organized and shall be operated exclusively for charitable and/or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent United States internal revenue law) (the “Code”). The Corporation has been formed with a goal of stabilizing, protecting, and promoting historic and culturally sensitive communities. It will create strategic programs related to, but not necessarily limited to, economic development initiatives, affordable housing, streetscaping which includes the improvement of public roadways through design, landscaping, and lighting among other improvement, neighborhood planning, targeted investment and financial resource provider, resident education, and other support services opportunities that are directly related to accomplishing the mission of the Corporation. It has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profits of the Corporation is or shall be distributable to, or inure to the benefit of, its directors or officers except to the extent permitted under the laws of the State relating to nonprofit corporations. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

(b) Notwithstanding any other provisions of these Bylaws of the Corporation (these “Bylaws”) or the Corporation’s Articles of Incorporation (the “Articles”), as either may be amended from time to time, the Corporation shall not carry on any activities not permitted to be carried on (i) by an organization described in Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. In no event, however, shall the Corporation engage in activities that are not permitted to be carried on by a corporation exempt under Section 501(c)(3) of the Code and its regulations, as they now exist or as they may be amended.

(c) Pursuant to the Corporation’s adopted Strategic Plan, the Corporation’s efforts will focus on helping to mitigate impacts to the Historic Stoney Neighborhood. The Corporation is further empowered, and it is fully anticipated that it will, ultimately provide support services to all other historic and culturally significant neighborhoods (the “Neighborhoods”) located within the Town in order to fulfill its above-described objectives.

2.3 Specific Purposes. The Corporation is being created by the Town for the purposes of providing certain public services and to benefit all citizens of the Town. To accomplish this, the Corporation will be authorized to perform the following actions, to include, but not necessarily be limited to, the following:

(a) accept, buy, sell, own, hold, develop, lease, operate, mortgage, insure, pledge, assign, transfer or otherwise receive or dispose of interest in real and personal property including transferred development rights;

(b) facilitate community redevelopment within the Neighborhoods for the benefit of Island residents;

(c) foster and promote redevelopment within the Neighborhoods by focusing on the following core areas:

(i) promoting cultural resources and protecting cultural assets

(ii) enhancing quality of life

(iii) encouraging entrepreneurialism

(iv) preventing gentrification through the preservation of housing opportunities and supporting economic opportunities that allow for existing community residents to remain within these neighborhoods

(v) assisting in business attraction, expansion, and retention

(v) providing land planning and development assistance

(vi) pursuing affordable housing opportunities

(vii) identifying infrastructure needs

(viii) providing financial opportunities;

(d) facilitate small business start-up and development resulting in expanded employment, economic prosperity and business opportunities for businesses and residents in the Neighborhoods and to provide such other services that are associated with such specific purposes stated above and as allowed by State law;

(e) mitigate potential negative impacts on the Neighborhoods

(f) make contracts and guaranties, apply for and accept grants, incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income;

(g) invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(h) engage in all lawful activities necessary or incident to the foregoing purposes, except as limited herein; and

(i) do any other act or thing incident to or in connection with the foregoing purposes or in advancement thereof but not for the pecuniary profit or financial gain of its directors or officers except as permitted under the South Carolina Nonprofit Corporation Act of 1994 (the "Act"). In furtherance of its corporate purposes, the Corporation shall have all general powers enumerated in Section 33-31-302 of the Act.

2.4 South Carolina Freedom of Information Act (FOIA). The Board and all committees shall at all times comply with FOIA, which includes satisfying the notice provision for all meetings. The Board may hold closed sessions as provided within FOIA.

Full and accurate minutes of the Corporation's proceedings shall be kept and shall be open to inspection by the public at the principal office of the Corporation. The results of each vote shall be recorded in the minutes.

2.5 Distribution on Dissolution. The properties and assets of the Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or

any director or officer of the Corporation. On liquidation or dissolution, all remaining properties and assets of the Corporation shall be distributed and paid over to another similar nonprofit organization whose actions would further the goals and objectives of supporting historic Gullah neighborhoods as identified herein which has established its tax-exempt status under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law).

ARTICLE III

MEMBERSHIP

3.1 Membership. The Town, acting by and through its duly elected body, shall be the sole member of the Corporation and is referred to in these Bylaws as the “Member.” The Member shall act through Town Council (the “Council”) in accordance with its charter, its municipal code, applicable State laws and these Bylaws.

3.2 Rights of Membership. The Member shall have the sole right to vote on:

- (a) the appointment and removal of directors of the Board, so long as such removal occurs only due to cause, and is subject to the provisions of Article IV of these Bylaws;
- (b) the disposition of all or substantially all of the Corporation’s assets;
- (c) any merger and its principal terms and any amendment of those terms;
- (d) any election to dissolve the Corporation;
- (e) any amendment of the Articles or these Bylaws as provided for in Section 11.2; and
- (f) such other matters as set forth in these Bylaws and State law.

In addition, the Members shall have all rights afforded members under State law and these Bylaws. The Corporation may benefit, serve, or assist persons who are not members. The Member shall not be entitled to any dividend or any part of the income of the Corporation, except as may be necessary to fulfill any contractual obligations between the Corporation and the Member.

3.3 Termination of Membership. The membership shall only terminate upon the resignation of the Member, on reasonable written notice to the Corporation.

3.4 Expulsion, Suspension or Termination of Membership. The Member may not be expelled or suspended, and no membership or membership rights may be terminated or suspended.

3.5 Transfer of Membership. The membership, or rights arising from membership, shall only be transferred by an official act of the Member.

3.6 Liability for Debts or Obligations. The Member of the Corporation is not liable for the debts, liabilities or obligations of the Corporation. Such debts, liabilities or obligations will not constitute general obligations of the Town to which its full faith and credit or taxing power are pledged.

ARTICLE IV

BOARD OF DIRECTORS AND COMMITTEES

4.1 Powers. Subject to the provisions and limitations of the Act and any other applicable laws of the State, and subject to any limitations in the Articles and these Bylaws regarding actions that require approval of the Member, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. These powers shall include, but not necessarily be limited to, the following:

- (a) hiring of an Executive Director and the conducting of annual performance evaluations of his/her performance, however, any person serving as a Voting Director of the Corporation shall not be eligible for consideration for the position of Executive Director;
- (b) establishing a strategic plan for the Corporation;
- (c) development of operational and capital budgets that supports the Organization's strategic plan, so long as any expenditures of the Corporation remain within the limits established within an adopted annual budget;
- (d) establish annual performance metrics and other similar objectives for the Corporation;
- (e) oversee the annual financial reporting and auditing process of the Corporation;
- (f) communication of key initiatives to the public.

4.2 Number and Qualifications. The Board of the Corporation shall consist of a minimum of five (5) voting directors and a maximum of eleven (11) voting directors (the "Voting Directors") appointed by the Member and such ex officio directors ("Non-Voting Directors," together with the Voting Directors, sometimes referred to hereinafter as the "Directors") appointed by the Voting Directors pursuant to Section 4.5 of these Bylaws. Initially, the Board will consist of eleven (11) Voting Directors. The number of Voting Directors may be changed from time to time by action of the Member.

4.3 Voting Director Appointments and Classification. Appointments of the Voting Directors shall be as follows:

(a) Two members of the Town Council who represent historic Gullah neighborhoods as identified within the Town's Land Management Ordinance who shall serve as a Voting Directors.

(b) The remaining nine (9) Voting Directors shall be appointed by the Member at its discretion during one or more regular or special meetings..

(c) The Member shall endeavor to appoint a diverse group of individuals representing a variety of interests. The Voting Directors shall include at least one or more representatives from an historic Hilton Head Island neighborhood or from the greater Hilton Head Island Gullah Community. Additionally, the Voting Directors should include representatives from the private sector whose expertise and knowledge will help to further the goals of the Corporation. The appointment of these Voting Directors should include, but is not necessarily limited to, the following types of individuals:

- (a) individuals possessing business leadership experience;
- (b) local religious leaders;
- (c) individuals with experience in community/urban planning;
- (d) individuals with experience in the financial services or banking industries;
- (e) individuals representing public utilities;
- (f) individuals possessing entrepreneurial and/or visionary skills;
- (g) representatives from the Hilton Head Island – Bluffton Chamber of Commerce;
- (h) individuals who serve in Hilton Head Island’s cultural tourism industry;
- (i) individuals who can serve to facilitate community building;
- (j) individuals who serve as educators on Hilton Head Island;
- (k) individuals who have legal experience regarding land and/or real estate development.

4.4 Voting Director Terms. The initial Voting Directors, except as otherwise provided, shall have staggered terms of one, two, or three years. It is the intent of these Bylaws to have and maintain staggered terms of office for the Voting Directors and to provide that approximately one-third (1/3) of the Voting Directors’ offices expire in any given year. Thereafter, appointments of Voting Directors shall occur upon expiration of the initial term and every three (3) years thereafter by the Member at one of its regular meetings. Voting Directors appointed to any newly created seat established by an amendment of these Bylaws shall serve for a term of three (3) years. No Voting Director shall serve more than three (3) full consecutive three (3) year terms. Any partial term less than one-half plus one day of a full term shall not be considered as a full term. Any partial term more than half the full term shall be considered a full term. Terms for each Voting Director shall begin on July 1 and expire on June 30. Each Voting Director, including a Voting Director appointed to fill a vacancy, shall hold office until expiration of the term for which appointed or until a successor has been appointed and qualified.

4.5 Non-Voting Board Members, Classification, and Terms. The Board may also consist of certain Non-Voting Members as referenced in Section 4.2 above, to supplement the collective experiences and expertise of the Board, and whose memberships include the right to attend meetings of the Board, to participate in executive sessions and to speak at Board meetings for the purposes of assisting and advising the Board as may be appropriate, but not the right to vote. The Voting Directors shall be responsible for the appointment of all Non-Voting Directors in accordance with these Bylaws. The Voting Directors shall appoint the following mandatory Non-Voting Directors as prescribed below:

- (a) The Town’s Finance Director or his/her designee as approved by the Voting Directors, who shall serve without term limits.

4.6 Resignation. A Director may resign at any time by delivering written notice to the Board, the Chair or the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later date.

4.7 Removal/Vacancies. The Member may, with cause, which shall include engaging in any fraudulent or dishonest conduct, violating any policies set forth by the Member or the Board, failing to disclose conflicts of interest, or the committing of any criminal offenses, remove any Director from the Board. The Voting Directors may, with or without cause, remove any Non-Voting Director from the Board. Appointments to fill Board vacancies shall be in accordance with Article IV of these Bylaws.

4.8 Attendance. All Voting Directors and Non-Voting Directors shall be required to attend at least two-thirds (2/3) of the scheduled and/or special meetings of the Board held during each fiscal year of the Corporation. A Director shall be deemed in attendance if participating by means of conference telephone, internet-based virtual meeting, or any other means of communication by which all persons participating in the meeting can hear each other at the same time. Failure of any Voting or Non-Voting Director to satisfy this attendance requirement may result in the removal of said Voting or Non-Voting Director by the Member.

4.9 Committees. The Board may from time to time designate one or more committees, who shall render advice to the Board and oversee specified activities designated by the Board. Any such committee may be designated as a standing committee appointed annually or as a special committee for specific circumstances or transactions with a limited duration. Each committee shall be composed of at least two (2) Directors and such other persons as specified from time to time by the Board, who shall all serve at the pleasure of the Board. The duties, constitution, and procedures of any committee shall be prescribed by the Board but no committee shall be granted authority to act upon any matter without approval from the Board. The Board shall designate one member of each committee as its Chair. The Board shall appoint members to committees as it deems advisable. The Chair of each committee shall schedule all committee meetings and provide appropriate notice to all committee members and the Secretary. All appointed members of the committee, including the Chair, shall have a vote on all matters coming before the committee. Minutes of committee meetings shall be promptly prepared and kept in compliance with FOIA. The results of each vote shall be recorded in the minutes.

4.10 No Compensation. Directors shall not receive compensation for serving on the Corporation's Board. The Board may by resolution authorize the payment or reimbursement of direct out-of-pocket expenses incurred by each Director related to his or her service to the Corporation.

4.11 Board Contacts with Media and Public. No Director shall offer any official communication with the media or members of the public unless specifically authorized to do so by the Board. No Director shall release information to the media or the public that has been provided to them by the Corporation's attorney as part of a confidential attorney-client communication or as part of executive session held in compliance with FOIA.

ARTICLE V

OFFICERS AND EXECUTIVE DIRECTOR

5.1 In General. The officers of the Corporation shall consist of a Chair, a Vice Chair, and a Secretary (together, the "Officers") and a Treasurer and may also include assistant secretaries and other officers and agents as the Board deems advisable from time to time. The Officers shall be elected by the Voting Directors to each serve a one-year term. No Officer may serve more than two (2) consecutive terms. Except as may otherwise be provided by the Act, the Articles or these Bylaws, any Officer may be removed by the Voting Directors at any time, with or without cause. Any vacancy, however occurring, in any office must be filled by the Voting Directors for the unexpired term. Each Officer shall exercise

the authority and perform the duties as may be set forth in these Bylaws and any additional authority and duties as the Board shall determine from time to time. In addition to Section 8.4 of these Bylaws, the Corporation shall also execute all official records through the signature of at least two (2) Officers of the Corporation.

5.2 Election of Officers. The Officers shall be elected at the earliest convenient time in the first year and then annually thereafter at the annual meeting of the Board. Officers will be elected by a majority vote of those Voting Directors attending the meeting at which the nominations are made. If the then Chair is not available at such meeting, the Vice Chair for the Corporation may preside for the purpose of electing Officers only; thereafter, the new Chair shall preside.

5.3 Chair. The Chair shall preside at all meetings of the Board and shall undertake such additional duties and obligations as may from time to time be specified by the Board. Except as otherwise provided herein and as may be specifically limited by resolution of the Board or an authorized committee thereof, the Chair shall have full authority to execute on the Corporation's behalf any and all contracts, agreements, notes, bonds, certificates, instruments and other documents. The Chair shall also perform such other duties and may exercise such other powers as are incident to the office and as are from time to time assigned to him by the Act, these Bylaws or the Board.

5.4 Vice Chair. The Board may elect one or more Vice Chairs to serve in such capacities as specified by the Board from time to time (but such authority shall not exceed that of the Chair), with a Vice Chair designated by the Board to preside over meetings of the Board in the absence of the Chair. Except as otherwise determined by the Board, each Vice Chair shall serve under the direction of the Chair and shall perform such duties and may exercise such powers as are incident to the office.

5.5 Secretary. The Secretary shall (a) keep the minutes of the meetings of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by State law; (c) insure that minutes of all committee meetings are provided as required herein; (d) be custodian of the corporate records of the Corporation; (e) keep a register of the address of each member of the Board; (f) authenticate records of the Corporation when such authentication is required; and (g) in general perform all duties incident to the office of the Secretary. The Secretary may be assisted in the performance of these duties by a designee of the Members.

5.6 Treasurer. The Treasurer shall be the Finance Director (or equivalent officer), or his or her designee, as approved by the Voting Directors. The Treasurer shall be responsible for all financial matters presented to the Corporation, including the establishment and maintenance of the Corporation's bank accounts and all financial accounting related to the oversight of the Corporation's books and records. The Treasurer shall perform such other duties as are incident to the office of Treasurer and shall have such other powers and duties as may be conferred upon him or her by the Board.

5.7 Executive Director. The day-to-day operations of the Corporation shall be the responsibility of the Executive Director who shall be an employee of the Town and subject to the Town's Employee Policy Manual but who will be generally overseen by the Voting Directors in the execution of his/her/their duties. The Town will guide the Board through the Executive Director recruitment and interview process. The Executive Director may be assisted by other employees of the Town as provided for by the Town and the Board.

ARTICLE VI

MEETINGS

6.1 Meetings. The Corporation will give written public notice of its regular meetings at the beginning of each calendar year. The Corporation shall hold an annual meeting each January, or as soon thereafter as possible, for the purpose of electing Officers and for transacting such other business as may come before the Board. The meeting shall be held at the principal office of the Corporation or such other location(s) on Hilton Head Island as may be authorized by the Board. Other regular meetings of the Board shall be held at such times as are fixed by the Board. Except as otherwise provided by State law, any business may be transacted at any meeting of the Board. Notice of all meetings of the Corporation shall be provided to the Town Manager or his/her designee.

6.2 Special Meetings. Special meetings of the Board may be called by the Chair, the Members, or at least four (4) of the Voting Directors for any lawful purpose or purposes.

6.3 Notice of Meetings. Notice of the time, date and place of any regular or special meeting shall be given in compliance with FOIA. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning.

6.4 Participation by Telecommunications. Any Director may participate in, and, for purposes of Section 4.8 above, be regarded as present at, any meeting of the Board by means of conference telephone, internet-based virtual meeting or any other means of communication by which all persons participating in the meeting can hear each other at the same time. However, participation by telephonic means should only occur on an occasional basis and should not be considered as a substitute to the expected in-person participation of Directors at regularly scheduled meetings of the Corporation.

6.5 Quorum. A majority of the Voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board, the Voting Directors present at the meeting may adjourn the meeting from time to time so long as notice is given as required by FOIA.

6.6 Action. The Voting Directors shall take action by the affirmative vote of a majority of the Voting Directors participating in a meeting at which a quorum is present, or the affirmative vote of a greater number of Voting Directors where required by the Act, the Articles, these Bylaws, or otherwise by State law.

6.7 Action Without Meeting. To the fullest extent permitted by the Act and FOIA, the Board may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act and FOIA. Unless otherwise permitted by the Act and FOIA, such written consent must be signed by all Voting Directors and included in the minutes filed with the corporate records reflecting the action taken.

6.8 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action is taken shall be presumed to have assented to such action taken unless (i) such Director objects at the beginning of the meeting, or promptly upon arrival, to holding of the meeting or transacting of business at the meeting and such objection is supported by a majority of the Directors present and voting upon such matter, (ii) the Director votes against the action and the vote is entered into the minutes of the meeting, or (iii) the Director's dissent or abstention for the action is taken is entered into the minutes of the meeting. The right to dissent shall not apply to a Director who voted in favor of such action.

6.8 Order of Business. Unless otherwise determined by the Chair, the order of business at the annual meeting, to be set as the first meeting of the Board in a fiscal year, and so far as practicable at all other meetings of the Board, shall be as follows:

1. Call to Order;
2. Acknowledge compliance with FOIA;
3. Determination of a quorum;
4. Approval of agenda (amendments if necessary, as allowed by FOIA);
5. Reading and disposal of all unapproved minutes;
6. Comments from members of the public;
7. Reports of Officers and committees, if applicable;
8. Election of Officers and appointment of committees, if applicable;
9. Unfinished business, if applicable;
10. New business; and
11. Adjournment.

6.9 Agenda. The Chair shall cause to be prepared an agenda for each meeting. Each Director of the Corporation shall receive a copy of the agenda and it shall be disseminated to the public when it is distributed to the Directors.

The Chair can amend the agenda prior to the meeting as provided by State law. The Chair shall include on a future agenda any item requested by a Voting Director during a Board meeting.

6.10 Committee Meetings. A majority of each committee's members shall constitute a quorum for the transaction of business by the committee, and each committee shall take action by a majority of the committee's members participating in a meeting at which a quorum of the committee is present. Special meetings of any committee may be called at any time by any Director who is a member of the committee or by any person entitled to call a special meeting of the full Board. Except as otherwise provided in this section, the conduct of all meetings of any committee, including notice thereof, and the taking of any action by such committee shall be governed by this Article. Procedures shall be established for all Directors to receive schedules of all committee meetings, agendas and copies of committee meeting minutes to keep the Directors informed of matters under consideration by all committees. In addition, Directors who are not serving on specific committees are encouraged to attend committee meetings of interest and participate in such meetings as non-voting members. In this manner, Directors can provide guidance and assistance to the committees during the process of formulating recommendations to the Board and gain a better understanding of all of the factors considered by the committee in making such recommendations.

ARTICLE VII

INDEMNIFICATION

7.1 Scope. The Corporation shall indemnify, defend and hold harmless the Corporation's Directors, Officers and Treasurer to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Corporation for the benefit of the Officers and Directors as consideration for their services to the Corporation, and may be modified or terminated by the Board only prospectively. Such right of indemnification shall not be exclusive of any other right which such Directors, Officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, insurance, provision of law, or otherwise, as well as their rights under this Article VII.

7.2 Indemnification Plan. The Board may from time to time adopt an Indemnification Plan implementing the rights granted in Section 7.1. This Indemnification Plan shall set forth in detail the mechanics of how the indemnification rights granted in Section 7.1 shall be exercised, provided that the Indemnification Plan shall include that the Directors shall not be indemnified until twenty (20) days after effective written notice is given to the South Carolina Attorney General, as set forth in Section 33-31-855(d) of the Act.

7.3 Insurance. The Board shall cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Director or Officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

ARTICLE VIII

TRANSACTIONS

8.1 Procurement. All procurements of the Corporation shall be conducted in accordance with guidelines adopted by the Town pursuant to its procurement ordinance, and shall, to the greatest extent allowed by law, seek to contract with small, minority, and disadvantaged business entities on Hilton Head Island to advance in the interests of the Corporation.

8.2 Contracts. The Board may authorize any Officers or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances so long as the requirements of Section 5.1 of these Bylaws are satisfied.

8.3 Loans. The Board must approve by resolution any indebtedness of the Corporation and evidence of such indebtedness must be executed by the Treasurer and one other officer of the Corporation.

8.4 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Treasurer and one other officer of the Corporation.

8.5 Deposits. All funds of the Corporation shall be deposited promptly to the credit of the Corporation in such banks, trust companies or other depositories as approved by the Board upon presentation by the Treasurer.

8.6 Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8.7 Grants. All grant applications must be approved by the Board and further the purposes of the Corporation. The Treasurer shall be responsible for all financial accounting related to any grant.

ARTICLE IX

RECORDS/ANNUAL AUDIT

9.1 Forms of Records. When consistent with good business practices, any records of the Corporation may be maintained in other than written form if such other form is capable of reasonable preservation and conversion into written form within a reasonable time.

9.2 Corporate Records. The Corporation shall keep as permanent written records a copy of the minutes of all meetings of its Board, a record of all actions taken by the Voting Directors without a meeting, and a record of all actions taken by committees of the Board. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of the name and address, in alphabetical order, of each Director. The Corporation shall keep a copy of the following records at its principal office:

- (a) the Articles or restated Articles and all amendments thereto currently in effect;
- (b) these Bylaws or restated Bylaws and all amendments thereto currently in effect;
- (c) a list of the names and business or home address of its current Directors and Officers; and
- (d) the Corporation's most recent report of each type required to be filed by the Corporation with the South Carolina Secretary of State.

9.3 Adoption of Corporation Budget. The Board shall be prepared annually and adopted by the Corporation's. The Corporation's budget shall be in complete and final form, be based on reasonable assumptions in connection with an appropriate due diligence review that has been approved by the Board and contains its best estimate of revenues and expenditures of the Corporation for the next succeeding fiscal year.

To the extent that the Corporation's staff members are employees of the Town, then the Council shall budget such funding as it shall deem appropriate for the functioning of these positions as a part of its annual fiscal year budget as would be done for other departmental expenses of the Town.

9.4 Annual Audit. Within one hundred and twenty (120) days from the close of each fiscal year, the Board shall cause an audit to be completed regarding the financial condition of the Corporation for the prior fiscal year and an appropriate report issued to the Member. Such audit services shall be undertaken in accordance with accounting practices generally applicable to audits of governmental units

by the certified public accounting firm then providing audit services to the Town for the applicable fiscal year, or such other firm of certified public accountants as may be selected by the Board from time to time.

9.5 Maintenance and Inspection of Articles and Bylaws. The Corporation shall keep at its principal office the original or a copy of the Articles and these Bylaws as amended to date, which shall be open to inspection by the Members, any Director and the public at reasonable times during office hours.

9.6 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns. The Corporation shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three (3) years from their date of filing, which shall be open to public inspection and copying to the extent required by State law at reasonable times during office hours.

9.7 Maintenance and Inspection of Other Corporate Records. The Corporation shall keep adequate and correct books and records of accounts; meetings of the Board and committees of the Board; and a record of each and every Director's name and address. All such records shall be kept at such place or places designated by the Board, or, in the absence of such designation, at the principal office of the Corporation. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form within a reasonable time. Upon leaving office, each officer, employee, or agent of the Corporation shall turn over to his or her successor or the Chair of the Board, in good order, such corporate monies, books, records, minutes, lists, documents, contracts or other property of the Corporation as have been in the custody of such officer, employee, or agent during his or her term of office.

Every Director and the Member shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the Corporation, subject to the execution of a confidentiality agreement for confidential records and documents as determined by counsel to the Corporation. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts of documents.

ARTICLE X

STANDARD OF CARE

10.1 General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in these Bylaws, a person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions that exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

10.2 State Law on Conflicts of Intent. All Directors shall comply with the Act and the South Carolina State Ethics Act on all issues concerning conflicts of interest.

10.3 Annual Report. The Board shall make an annual report to the Town Council at a duly noticed public meeting and shall therein identify its activities during the previous relevant time period.

ARTICLE XI

MISCELLANEOUS

11.1 Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each calendar year.

11.2 Amendments. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Members with concurrence by a majority vote of the Board; provided that the notice of any meeting at which these Bylaws are to be amended shall state that the purpose or one of the purposes of the meeting is to consider an amendment to these Bylaws and shall be accompanied by a copy or summary of the proposed change or state the general nature of the change.

11.3 Severability. If any provision of these Bylaws or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a court of competent jurisdiction, such provision shall be complied with or enforced to the greatest extent permitted by State law as determined by such court, and the remainder of these Bylaws and the application of such provision to other persons or circumstances shall to be affected thereby and shall continue to be complied with and enforced to the greatest extent permitted by State law.

11.4 Usage. In construing these Bylaws, feminine or neuter terms and pronouns shall be substituted for masculine forms and vice versa, and plural terms shall be substituted for singular forms and vice versa, in any place in which the context so requires. The section and paragraph headings contained in these Bylaws are for reference purposes only and shall not affect in any way the meaning or interpretation of these Bylaws. Terms such as "hereof", "hereunder", "hereto", and words of similar import shall refer to these Bylaws in the entirety and all references to "Articles", "Paragraphs", "Sections", and similar cross references shall refer to specified portion of these Bylaws, unless the context clearly requires otherwise. Terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Act. All references to statutory provisions shall be deemed to include corresponding sections of succeeding State law.

11.5 Conflict Between Bylaws, Articles and the Act. The Articles and the Act (as either may be amended from time to time) are incorporated herein by reference. Any conflict between the terms of these Bylaws, the Articles or the Act shall be resolved in the following order: (1) the Act; (2) the Articles; and (3) these Bylaws.

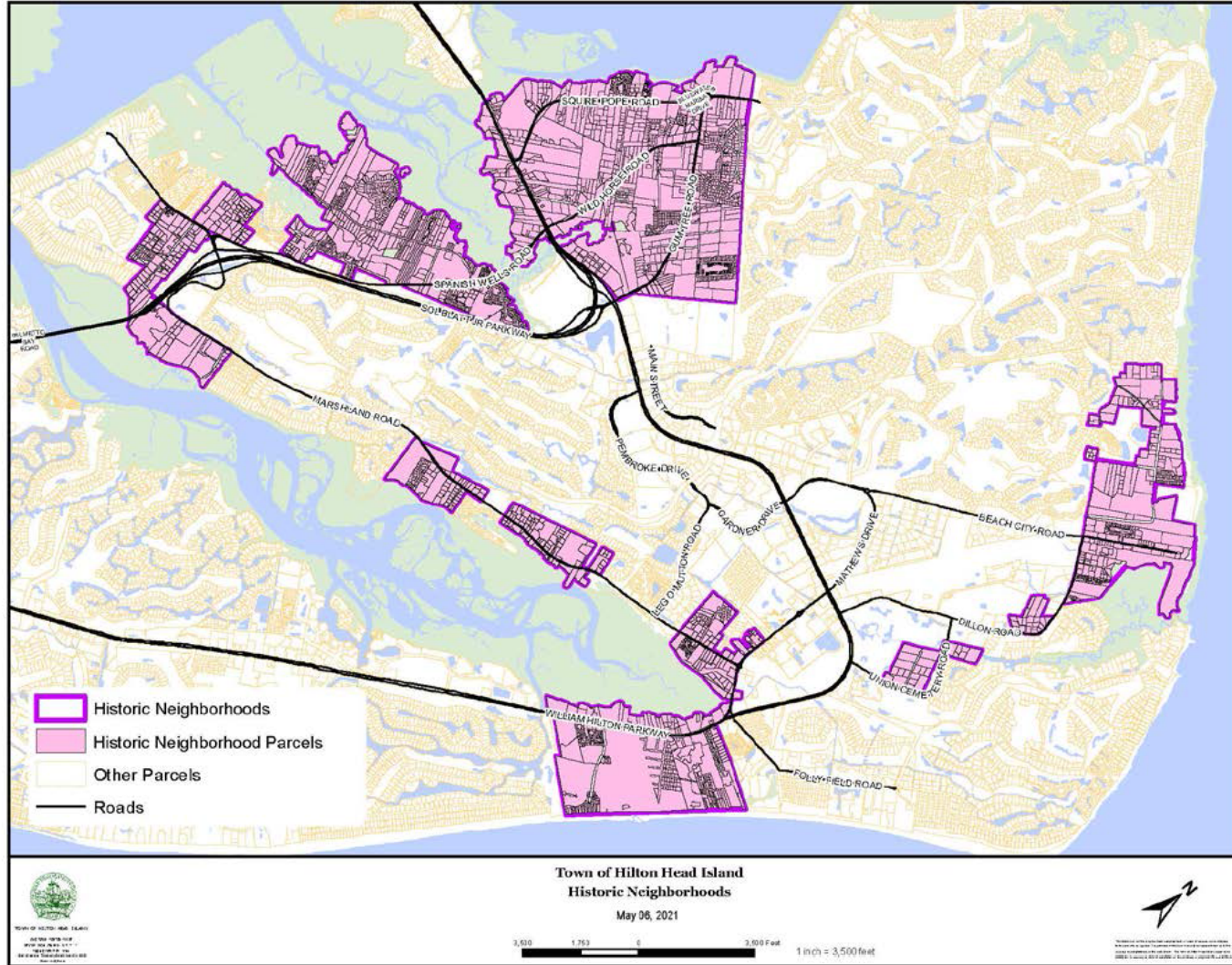
The foregoing is certified to be the true and complete Bylaws of the Corporation as approved by the Members at a duly called meeting held on _____ and adopted by the Board at a duly called meeting held on _____.

Chair

Date of Certification: _____

(Corporate Seal)

Exhibit "A"



(Adopted 7-20-2021 -Ordinance 2021-15)