



Town of Hilton Head Island
**FINANCE & ADMINISTRATIVE
COMMITTEE MEETING**
Tuesday, March 21, 2023, 1:00 PM
AGENDA

The Finance and Administrative Committee 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 YouTube Channel](#), the [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. **Approval of the Minutes**
 - a. Regular Meeting – January 17, 2023
5. **Appearance by Citizens:** Citizens who wish to address the Committee may do so by contacting the Town Clerk at 843.341.4646, no later than 4:30 p.m., Monday, March 20, 2023. Citizens may also submit written comments on the agenda item via the [Open Town Hall Portal](#).
6. **New Business**
 - a. Review and Discussion of the Town of Hilton Head Island's Affiliated Agency Funding Request Applications for Fiscal Year 2024
 - b. Consideration of Proposed Amendments to Provisions of Title 11, Chapter 1 of the Municipal Code for the Town of Hilton Head Island to Provide for a Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and a Corresponding Good Faith Effort Program
 - c. Preliminary Review and Discussion of the Marketing Plan for the Town of Hilton Head Island Destination Marketing Organization
 - d. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Town to Enter into an Intergovernmental Agreement with Beaufort County for the Collection of Library and Transportation Impact Fees
 - e. Consideration of a Resolution for the Housing & Urban Development /Community Development Block Grant Entitlement Program- 2023 Annual Plan Request for Project Approval
7. **Adjournment**

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



Town of Hilton Head Island
**FINANCE & ADMINISTRATIVE
COMMITTEE MEETING**
Tuesday, January 17, 2023, 10:00 AM
AGENDA

Present from the Committee: Alex Brown, *Chairman*; David Ames, Steve Alfred, Glenn Stanford, *Members*

Present from Town Council: Patsy Brison

Present from Town Staff: Josh Gruber, *Deputy Town Manager*, Angie Stone, *Assistant Town Manager*; Chris Blankenship, *Fire Chief*; Bob Bromage, *Director of Public Safety*; John Troyer, *Director of Finance*; Rich Groth, *Procurement Officer*; Krista Wiedmeyer, *Town Clerk*

1. Call to Order

Chairman Brown called the meeting to order at 10:00 a.m.

- 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.

Compliance with the Freedom of Information Act was confirmed by the Town Clerk.

3. Roll Call

Attendance was confirmed by way of roll call.

4. Approval of the Minutes

- a. Special Meeting – October 10, 2022
- b. Regular Meeting – October 18, 2022

Chairman Brown was the only current member of the committee who participated in the prior meetings. Without objection from the committee, Chairman Brown confirmed and approved the meeting minutes noted on the agenda.

5. Appearance by Citizens

Skip Hoagland: addressed the committee on matters concerning the Town and Chamber of Commerce.

6. New Business

- a. Consideration of Proposed Amendments to Provisions of Title 11, Chapter 1 of the Municipal Code for the Town of Hilton Head Island to Provide for a Small and Minority-Owned Business Enterprise Utilization Program and a Corresponding Good Faith Effort Program

Mr. Troyer delivered a brief presentation, reviewing this matter with the committee. He answered questions posed to him by the committee, taking the feedback and input to prepare for further discussion at the committee's next meeting.

b. Consideration of Proposed Finance and Administrative Committee Meeting Dates for Calendar Year 2023

The committee discussed this matter, requesting that the dates remain as proposed, but changing the start time to 1:00 p.m.

Mr. Stanford moved to approve the proposed dates, changing the time to 1:00 p.m. Mr. Ames seconded. With no further discussion, the motion carried 4-0.

7. Adjournment

The meeting adjourned at 11:14 a.m.

Approved:

The recording of this meeting can be found on the Town's website at www.hiltonheadislandsc.gov

DRAFT



TOWN OF HILTON HEAD ISLAND

Finance & Administrative Committee

TO: Finance & Administrative Committee
FROM: John M. Troyer, *Director of Finance*
VIA: Marc Orlando, *ICMA-CM, Town Manager*
CC: Josh Gruber, *Deputy Town Manager*
DATE: March 9, 2023
SUBJECT: Fiscal Year 2024 Affiliated Agency Funding Requests

RECOMMENDATION:

Staff recommends that the Finance & Administrative Committee:

On February 21, 2023 -- receive and review the Fiscal Year 2024 Affiliated Agency applications submitted to the Finance Department.

On March 21, 2023 – vote to recommend funding levels for applications received by the Committee at the February 21st meeting. These recommendations would be included in the proposed budget for Town Council to consider for Fiscal 2023-2024 which will be considered in May 2023.

BACKGROUND:

Town Council voted on August 19, 2021, to establish a new process and policy to accept and review Affiliated Agency applications. Initial correspondence was sent to all Town Affiliates on January 5, 2023, to inform them of the application opening date, January 9, 2023. The due date for all applications to be submitted in its entirety was on or before February 3, 2023, at 4:00 pm.

As part of the Fiscal Year 2024 Affiliated Agency Application process, the Town has received six timely filed applications for the Committee to review, however, there were two submissions that were filed after the deadline for your consideration.

The requests are as follows for consideration:

Town of Hilton Head Island					
Affiliated Agency Funding Requests FY 2023 and FY 2024					
	FY 2023		FY 2024		
	Applicant Request	Adopted Budget	Applicant Request	F & A Recommendation	Adopted Budget
Hilton Head Island Recreation Association	\$ 1,099,304	\$ 1,099,304	\$ 1,123,766		
Coastal Discovery Museum*	\$ 92,775	\$ 92,775	\$ 102,432		
Mitchelville Preservation Project	\$ 105,000	\$ 105,000	\$ 105,000		
USCB Event Management & Hospitality Training	\$ 190,094	\$ 190,094	\$ 238,985		
LRTA - Palmetto Breeze	\$ 282,404	\$ 282,404	\$ 249,911		
14th Circuit Solicitor - Multidisciplinary Court	\$ 50,000	\$ 50,000	\$ 50,000		
14th Circuit Solicitor - Career Criminal Program	\$ 118,500	\$ 118,500	\$ 118,500		
Beaufort County Economic Development Corporation*	\$ 25,000	\$ 25,000	\$ 40,000		
Hilton Head Regional Habitat for Humanity	\$ -	\$ -	\$ 500,000		
Total	\$ 1,963,077	\$ 1,963,077	\$ 2,528,594	\$ -	\$ -
*Application filed after the deadline					

SUMMARY:

The remainder affiliated agency calendar for the Fiscal Year 2024 is as follows:

1. Applications due to the Finance Department (February 3rd, 2023, by 4:00 p.m.)
2. Finance & Administrative Committee receives applications at its regular meeting (February 21st, 2023)
3. Finance & Administrative Committee makes recommendations for the budget to Town Council (March 21st, 2023)
4. Town Council considers the affiliated agency funding recommendations as part of the overall budget proposal (May-June 2023)

ATTACHMENTS:

1. Fiscal Year 2024 Affiliated Agencies Budget Requests
2. Fiscal Year 2024 Affiliated Agency Applications

Town of Hilton Head Island
Affiliated Agency Funding Requests FY 2023 and FY 2024

	FY 2023		FY 2024		
	Applicant Request	Adopted Budget	Applicant Request	F & A Recommendation	Adopted Budget
Hilton Head Island Recreation Association	\$ 1,099,304	\$ 1,099,304	\$ 1,123,766		
Coastal Discovery Museum*	\$ 92,775	\$ 92,775	\$ 102,432		
Mitchelville Preservation Project	\$ 105,000	\$ 105,000	\$ 105,000		
USCB Event Management & Hospitality Training	\$ 190,094	\$ 190,094	\$ 238,985		
LRTA - Palmetto Breeze	\$ 282,404	\$ 282,404	\$ 249,911		
14th Circuit Solicitor - Multidisciplinary Court	\$ 50,000	\$ 50,000	\$ 50,000		
14th Circuit Solicitor - Career Criminal Program	\$ 118,500	\$ 118,500	\$ 118,500		
Beaufort County Economic Development Corporation*	\$ 25,000	\$ 25,000	\$ 40,000		
Hilton Head Regional Habitat for Humanity	\$ -	\$ -	\$ 500,000		
Total	\$ 1,963,077	\$ 1,963,077	\$ 2,528,594	\$ -	\$ -

*Application filed after the deadline

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: 14th Circuit Solicitors Office

Project Name: Career Criminal Unit and Multidisciplinary Court programs

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: 14th Circuit Solicitors Office

Project Name: Career Criminal Unit and Multidisciplinary Court programs

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 01/20/2023

Time Received: 02:31 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: 14th Circuit Solicitors Office

Project/Event Name: Career Criminal Unit and Multidisciplinary Court programs

Contact Name: Jeff Kidd

Title: Administrative Chief of Staff

Address: PO Box 1880, Bluffton, SC 29910

Email Address:

jkidd@scsolicitor14.org

Contact Phone: 843-790-6439

Total Budget: \$5,227,875.00

Grant Amount Requested:
\$168,500.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

We seek continuation of \$168,500 in funding to support our Career Criminal Unit and our Multidisciplinary Court. The former has a decade-long track record of reducing crime by targeting the most violent and habitual offenders for priority prosecution. The latter seeks to help those on the opposite end of the spectrum – nonviolent offenders whose crimes are motivated by PTSD (former service members) or alcohol/drug addiction. Through counseling, close supervision and regular drug testing, these offenders become productive, law-abiding citizens at a fraction of the cost of incarceration.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

The 14th Circuit Solicitor's Office is the chief prosecuting agency for Beaufort, Jasper, Allendale, Colleton and Hampton counties. Solicitor Duffie Stone has led the office since his appointment by Gov. Mark Sanford in 2006 and has won four subsequent elections. The office employs 59 people, including 25 attorneys. A majority work and/or live in Beaufort County. Our primary role is to prosecute all criminal cases in General Sessions and Family courts. Each year, we receive about 5,000 new General Sessions cases circuit-wide, including about 2,400 in Beaufort County, 600 of which involve crimes committed on Hilton Head or by defendants who live there. We also operate prevention programs for traffic and alcohol offenders, as well as alternative-sentencing programs, such as our treatment-based Multidisciplinary Court. Moreover, our role is to distinguish offenders who battle anti-social behavior from offenders who embrace anti-social behavior. Justice entails seeking the most appropriate and effective remedies for both kinds of offender.

2. Describe in detail how the grant would be used? (250 words or less)

The Career Criminal Unit as presently configured operates at a cost of about \$890,000 annually. This includes salary and fringe benefits for attorneys, investigators and a victim advocate; court-related expenses, such as exhibit preparation and accommodations for out-of-town witnesses; and other administrative costs. Hilton Head Island's contribution supports the unit's operations in Beaufort County. This team has proven to be a highly effective crime-control tool, earning convictions against 436 of the 471 defendants it has prosecuted since its formation in 2009. In fact, it has helped make the circuit one of just two in the state to experience a simultaneous rise in population and

decline in criminal warrants since 2010, according to a 2021 SLED analysis. Because the team typically seeks maximum penalties against those it prosecutes, a higher percentage of these cases are settled in jury trials than the rest of our docket. This is an expensive but worthwhile proposition, as career criminals account for but a sliver of the criminal population but a large swath of criminal offenses.

We expect the MDC program to operate at a cost of about \$350,000 in FY2023. This includes salary for four full-time employees and three part-time judges; random drug screening; and program materials. The town's contribution defrays these costs and is applied to operations in Beaufort County. This program, like the Career Criminal Unit, has a decade-long history of success, with annual graduation rates regularly exceeding 90% and three-year recidivism rates below 33%.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

With regard to the CCU, we would have little choice but to pare back Beaufort County operations, likely translating to slower times to court, a larger overall General Sessions backlog and more dangerous defendants out on bond for longer periods – all likely to lead to an uptick in crime.

Diminished funding for MDC would mean fewer participants accommodated, reliance on more expensive punishments and jeopardization of the Veterans Court component of the program, which is a consideration when the military determines base closures. MDC also is the top of the spear in our office's fight against the raging opioid crisis.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

With regard to the CCU, the primary benefit is a lower crime rate, fewer violent offenders on the streets and greater deterrence to the most serious crimes. With regard to MDC, the primary benefit is the prevention of future career criminals and the preservation of community fabric at a much lower cost than incarceration. In the era of opioids, this also has become life-saving work. Recent program graduates from Hilton Head include two men who started their own construction firms, and a third who earned a college degree.

5. Additional comments. (250 words or less)

A few additional facts worth knowing:

- Among those recently convicted by the CCU for crimes committed on Hilton Head are Tyreek Lorenzo Robinson. He was found guilty in June 2022 and sentenced to 27 years in prison for breaking into a pregnant woman's house, assaulting her as she slept and recording the assault on his cellphone. Also, in late 2021, prosecutor Mary Jones closed cases against four defendants who participated in mob violence at a convenience store near the "Barmuda Triangle" that left a 39-year-old island man dead.
- Defendants in more than a dozen Hilton Head-related cases have been successfully prosecuted by the CCU since the start of 2017. Looking back further, cases include Solicitor Stone's successful prosecution of all three defendants in the shooting death of Khalil Singleton, confirming the validity of a seldom-used legal concept in the process. Solicitor Stone also earned a conviction in a high-profile case involving the broad-daylight shooting death of a teenager in Coligny Circle.
- In the past four years, the MDC has served 108 participants across Beaufort County, 32 of whom have either lived, worked or committed their offense on Hilton Head. Of those participants, only one has had to be terminated from the program. Twenty-three have graduated and eight are currently enrolled.

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

Since FY 2018, our office has operated on an annual budget of \$4.4 million to \$5.2 million. 51% of revenue comes from each of the circuit's five counties, along with some municipalities. However, no county's appropriation covers the entire expense of operations within its jurisdiction. The remainder of our budget is derived from program fees, such as those charged to participate in PTI; grants, such as those supporting our Victims Services Center; and state funding, which accounts for about 35% of revenues but which often are earmarked for specific purposes.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

82.8	Government Sources	12.3	Private Contributions, Donations and Grants
	Corporate Support, Sponsors		Membership, Dues, Subscriptions
	Ticket Sales, or Sales and Services	4.9	Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

Both the CCU and the MDC are paid for primarily through a combination of general appropriations from county governments and the General Assembly. The CCU receives additional funding through an appropriation from Jasper County that is earmarked for this program. For much of its history, MDC has operated only in Beaufort County because it alone could provide the community resources necessary to support it. Those resources include funding from the county and the Town of Hilton Head Island, as well as agencies that can provide such services as addiction treatment, vocational rehabilitation and

transitional housing. We launched an expansion into Colleton and Jasper counties in 2021, made possible through a three-year \$750,000 federal grant that allowed us to bring in house counseling services that were in too short supply to make a Jasper o

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

Both the CCU and the MDC are paid for primarily through a combination of general appropriations from county governments and the General Assembly. The CCU receives additional funding through an appropriation from Jasper County that is earmarked for this program. For much of its history, MDC has operated only in Beaufort County because it alone could provide the community resources necessary to support it. Those resources include funding from the county and the Town of Hilton Head Island, as well as agencies that can provide such services as addiction treatment, vocational rehabilitation and transitional housing. We launched an expansion into Colleton and Jasper counties in 2021, made possible through a three-year \$750,000 federal grant that allowed us to bring in house counseling services that were in too short supply to make a Jasper o

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July End Month: June

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

2021

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

FY2016-2021

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$168,500.00	Career Criminal and Multidisciplinary Court
2022	\$168,500.00	Career Criminal and Multidisciplinary Court

2. How were those funds used? To what extent were the objectives achieved?
(200 words or less)

Both programs are quite healthy in terms of key metrics, despite linger effects of the COVID-19 pandemic. That emergency brought courts to a halt and created a sizeable backlog that will take years to clear if additional resources are not provided. Nonetheless, CCU has earned convictions against 57 defendants in the two years since court operations resumed in full. In CY2022, the unit secured convictions against 14 of 17 Beaufort County defendants it prosecuted and eight of nine southern Beaufort County defendants, including each of two Hilton Head Island defendants. The MDC also is well on the way to recovery – in the final month of calendar year 2022, the program had a record-high 43 participants. While this is due in part to the expansion into Colleton and Jasper Counties, Beaufort’s program has rebounded to

pre-pandemic participation levels and has graduated 14 participants since the start of FY2022, five of them from Hilton Head. MDC posted a remarkable 20% recidivism rate in CY2022, 10 percentage points below historic norms. Fourteen of its 34 participants in CY2022 lived, worked or committed their crimes on Hilton Head Island.

3. What impact did this have on the success of the organization and how did it benefit the community? *(200 words or less)*

We believe the Solicitor's Office's role is to distinguish offenders who battle anti-social behavior from offenders who embrace anti-social behavior and to seek appropriate, cost-effective remedies for both. Arguably, no two programs speak more clearly to this distinction and our mission than the Career Criminal Unit and the Multidisciplinary Court. The CCU continues to help keep crime low in Beaufort County, which is vital to public safety and the health of a tourism-based economy. The MDC helps prevent the next generation of career criminals from forming in the first place and helps residents teetering on the brink of lawlessness return to productive lives. We are particularly proud of the MDC's Veterans track, which allows us to give back to those who have sacrificed for our country, sometimes in ways that make reintegrating into civilian life difficult. Not only do we help get soldiers and Marines back on their feet, we help maintain the viability of another important component of the local economy – our military bases. BRAC committees consider the existence of and support for programs for veterans, such as MDC's Veterans Track, in deciding which bases to close and which to keep open during realignment periods.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

Since the Career Criminal program's inception in late 2009, we have

tracked the percentage of defendants convicted and the sentences they have received. Our communications team accesses our case-management system to maintain these tabulations, and they are reviewed regularly by Solicitor Stone to ensure we meet program objectives – specifically, high conviction rates and appropriately severe penalties for offenders. Our attorneys also frequently review cases collectively – both before and after disposition – to ensure our cases are thoroughly and ethically presented and to improve the quality of our prosecution over time.

Similarly, data-driven procedures are coupled with qualitative exercises to ensure the efficacy of other Solicitor’s Office programs, including the Multidisciplinary Court. Recidivism statistics are updated and tracked quarterly. Program director Teresa Pye also participates in monthly roundtables with other program leaders, during which they discuss the key performance indicators of each and suggest ways to create synergies and partnerships across departments. These roundtables produce monthly dashboard reports presented directly to Solicitor Stone so that progress is constantly monitored and problems quickly addressed.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

Signature: Jeff Kidd

Title/Position: Administrative Chief of Staff

Mailing Address: PO Box 1880, Bluffton, SC 29910

Email Address: jkidd@scsolicitor14.org

Phone Number: 843-790-6439

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Beaufort County Economic Development Corporation*

Project Name: Beaufort County Economic Development Corp - Annual Support

*Application received after initial deadline

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Beaufort County Economic Development Corporation

Project Name: Beaufort County Economic Development Corp - Annual Support

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

The BCEDC scorecard (attached) is a transparent measurement that is included in all public presentation.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/09/2023

Time Received: 05:10 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Beaufort County Economic Development Corporation

Project/Event Name: Beaufort County Economic Development Corp - Annual Support

Contact Name: John A. OToole

Title: Executive Director

Address: PO Box 7017, Hilton Head Island, SC 29938

Email Address:

jotoole@beaufortscedc.org

Contact Phone: 843-226-3462

Total Budget: \$2,224,570.00

Grant Amount Requested:
\$40,000.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

The Beaufort County Economic Development Corporation was established in 2017. The Beaufort County Economic Development Corporation (BCEDC) strives to be the collaborative entity for organizing, structuring, and leading economic development efforts on behalf of Beaufort County's residents.

The request this year is for \$40,000. These funds will be used to add staff to improve marketing and raise private funds to augment public investments in the BCEDC. The goals of the BCEDC will be to attract \$70 million in

investments across the county and 250 well-paying jobs.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

The BCEDC strives to be the collaborative driver for leading economic development efforts in the communities we serve. We engage key stakeholders to diversify the county's economy, attract investments, create well-paying jobs, respecting the natural environment. Since its inception the BCEDC has delivered excellent returns on investments for the communities it serves.

In our first 5-years of operations we can point to the following results on Hilton Head Island:

- Investments -- \$47.24 million
- New & retained jobs – 244 jobs
- Average compensation -- \$53,537 annually
- Incentives and Site Funds -- \$2.6 million

2. Describe in detail how the grant would be used? (250 words or less)

The contribution from the Town will support the cost of operations for the BCEDC and ensure that staff will promote the town as a business location and work to retain incumbent businesses. The BCEDC will do all that it can to bring state and county incentives to businesses in the town. The \$15,000 increase to all 4 municipalities will be used to

increase our marketing and private fundraising efforts.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

Since inception the 4 towns have contributed equally to the BCEDC. If the town chose not to fully fund this request the BCEDC Board of Directors would have to reevaluate its strategic plans and reduce its planned activities.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

It would be expected that in the next fiscal year the BCEDC will assist with more than \$70 million in capital investments and the creation of 250 jobs anticipated to provide on average more than \$53,000 in annually income per worker. This is not necessarily a change but the continuation of the trajectory we have been on year after year. If the efforts to be funded this year are successful we would expect to be able to hold the line on public support and continue to grow with the aid of private investors.

5. Additional comments. *(250 words or less)*

Since its beginnings in 2017 Hilton Head Island and each of the county's other 3 municipalities have contributed \$115,000 towards the operations of the BCEDC. For the last 4-years the town's contribution has been \$25,000. During this time the county has contributed \$375,000 annually towards BCEDC operations and .2 -.3 mills toward site development and job grants (\$674,563 in current fiscal year).

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

Currently, the BCECD receives \$25,000 from the Towns of Hilton Head Island, Bluffton and Port Royal and the City of Beaufort. The Boards request for the upcoming year is \$40,000. The County provides an \$375,000 for operations. In addition to the county's operational contributions, it also sets aside \$674,563 for site development and job grants. The significant portion of funding to carry out our mission is generated from grants from utilities and other governmental agencies. The balance of funds is made up of sponsorships.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

85	Government Sources	14	Private Contributions, Donations and Grants
1	Corporate Support, Sponsors		Membership, Dues, Subscriptions
	Ticket Sales, or Sales and Services		Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

The BCECD monitor's grant opportunities for each of the towns/city and the county. In the upcoming fiscal year, through the expansion of staff, we expect to increase private investments in our operations.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

The BCEDC monitor's grant opportunities for each of the towns/city and the county. In the upcoming fiscal year, through the expansion of staff, we expect to increase private investments in our operations.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: 07/01/2022 End Month: 12/31/2022

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

FY 21

FY 20

FY 22

FY 22

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

FY 21

FY 20

22

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2022	\$25,000.00	BCEDC - Town Contribution
2022	\$25,000.00	BCEDC - Annual Town Support
2021	\$25,000.00	Operations
2020	\$25,000.00	BCEDC - Annual Town Support

2. How were those funds used? To what extent were the objectives achieved?

(200 words or less)

These funds were used in support of the BCEDC operations as described earlier in this submittal.

3. What impact did this have on the success of the organization and how did it benefit the community? *(200 words or less)*

The town's financial support and staff support are an important part of the BCEDC's success to date.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

The BCEDC measures success by: capital investments, jobs created and retained, wages paid, incentives received by new or expanding companies, number of economic development leads and overall economic impact on the towns/city/county/region.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

The BCEDC scorecard (attached) is a transparent measurement that is included in all public presentation.

Signature: John A O'Toole

Title/Position: Executive Director

Mailing Address: PO Box 7017, Hilton Head Island, SC 29938

Email Address: jotoole@beaufortscedc.org

Phone Number: 843-226-3362

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Coastal Discovery Museum*

Project Name: Museum Management Fee

*Application received after initial deadline

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Coastal Discovery Museum

Project Name: Museum Management Fee

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

The Coastal Discovery Museum is a mainstay for both local residents and tourists visiting Hilton Head Island. Our 68-acre historic property and museum are open for all to enjoy free of charge, and we offer year-round programming for all ages. We hosted our first visitors at Honey Horn in 2007 and have steadily grown our programs to become a vital part of the island's recreation, leisure, and educational economy. Since then we have reached over 1.4 million patrons, including over 1 million tourists. The Town of Hilton Head Island grant support is a significant part of this success. It has allowed us to continue operating in difficult times, including while we served as a FEMA debris management site after Hurricane Matthew and during the COVID-19 pandemic.

The Coastal Discovery Museum has an important mission – to inspire people to care for the Lowcountry – but we also strive to be a business that operates ethically, sustainably, and efficiently. Governmental funding provides approximately 30% of the museum's operating budget and without it our marketing efforts, programming, and facilities would not be performing at the level required to maximize our benefit to the tourism economy and the local community. We know that funding is limited and we are careful to be responsible stewards of this grant.

Governmental funding has allowed us to serve the public good, to market and maintain the Town of Hilton Head Island's Honey Horn property as an active and vibrant destination for visitors and residents to enjoy. We want to continue to be a strong partner with the town in hosting community-focused events on our property and town support allows us to do so at no charge to the town when it serves the public good. We are particularly proud of the service that we provide to area schools, teaching the

next generation of Hilton Head residents to value our environment, history, culture, and art so that we can maintain the island that we love today for future generations. Town support of this initiative means that we can provide 10,000 school program experiences at Honey Horn per year, in addition to all of the other ways we enrich living on this island.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/09/2023

Time Received: 04:35 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Coastal Discovery Museum

Project/Event Name: Museum Management Fee

Contact Name: Rex Garniewicz

Title: President and CEO

Address: 70 Honey Horn Drive, Hilton Head Island, SC 29926

Email Address:

rgarniewicz@coastaldiscovery.org

Contact Phone: 843-415-8500

Total Budget: \$1,610,775.00

Grant Amount Requested:
\$102,432.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

Coastal Discovery Museum has flourished through support from the Town of Hilton Head Island. Over the past 15 years at Honey Horn, we grew to be the 3rd most popular museum in SC and the top third attraction on the island. The private/public partnership keeps the museum and grounds open free of charge as a public benefit to residents and visitors. We request support for three partial salaries, the Director of Finance 50%; Curator of Education 70%; Museum Educator 70%, so we can continue to provide these services and grow as a free museum with reduced cost educational programs.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

Founded in 1985, the mission of the Coastal Discovery Museum is to inspire people to care for the Lowcountry. We do so by teaching them about our fragile environment, fascinating history, complex culture, and by encouraging them to take an active role as stewards of these resources. Beginning in 2007 when we opened at Honey Horn, a Town of Hilton Head Island property, we became more than just a museum. We have permanent exhibits and a constantly changing temporary gallery, but also feature 68 acres of natural beauty, including HHI's oldest buildings, ancient trees, open fields, and boardwalks extending into the marsh. CDM has become a favorite location for cultural festivals, weddings, special events, and our Farmers' Market. Visitors are inspired to learn about Hilton Head Island, participate in nature or history walks, talks, and site-specific programs along the boardwalks or in the Butterfly Enclosure. Guests can tour the Heritage Garden, the Camellia Garden, a replica shell ring, and visit our Marsh Tacky horse in residence. For the past ten years, the Museum has enhanced and expanded its offerings of Cultural and Eco-Tourism programs: Lowcountry critters, walks, talks, tours, workshops, temporary exhibitions, family fun day, history day, horseshoe and blue crab programs, dolphin tours, excursions to Daufuskie and Pinckney Islands, marine life presentations, birding, butterfly workshops, Native Islander demonstrations, Civil War programs, sweet grass basket-making classes, loggerhead sea turtle presentations and beach walks.

2. Describe in detail how the grant would be used? (250 words or less)

The museum makes every attempt to secure revenue from outside the town's operating budget. Most museum positions are self sufficient from program fees, grants (including ATAX), and fundraising activities.

The management of museum operations and finances by the Director of Finance and our two education positions serve the public good by keeping the museum open to the public and providing 10,000 student experiences per year for our local school kids. These positions are not fully funded through earned revenue because we do not want to have a barrier to access for people who cannot afford to pay to come to the museum or participate in our school programs. This grant, which we have received for the past 15 years will allow us to continue providing these services.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

The Town has provided Museum Management Fee support to the Museum since 2007. This request is an increase of \$9,656 over our previous grant. This increase is directly tied to increased staffing costs for the three museum positions tied to cost of living increases. If we were not fully funded we would continue our outside fundraising efforts to cover the difference, but ultimately our goal is to retain high-quality employees who serve the public and manage island visitors to our property, and Town support is a huge part of this success.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

The town is fortunate to have a museum that is open to all, free of charge, which can inspire everyone here. The museum, as a private 501c3, can raise philanthropic donations and grants to help cover operational costs and fully staff this 70-acre property at a cost that is significantly less than if the town maintained and operated the property itself. We intend to continue to broaden what we do to serve citizens, visitors, and the Town, and this is further described under additional comments.

5. Additional comments. (250 words or less)

Coastal Discovery Museum has become an integral part of Hilton Head Island's recreation, leisure, and educational landscape and will continue to grow to better serve the Island's citizens and visitors. The museum has \$1.8m in funding to renovate the existing hay barn into an exhibition space to tell the story of Santa Elena, named in 1526 on Hilton Head Island and in 1566 on Parris Island, the first European capital in North America. This first chapter of American history is now in SC 4th and 8th grade textbooks, and will see increased demand on our educators in the coming years. We are excited that the museum will be the center for telling this great American story.

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

Coastal Discovery Museum operations are funded through multiple income streams. Last year grants totaled \$481,611; including ATAX, corporate, and federal grants. Our program, events, and rental revenues totaled \$376,866. Our store sales, membership, and individual donations totaled \$583,824. We receive \$92,775 in direct town funding. Our economic model allows us to earn approximately half of our operating budget through our business operations while still keeping the grounds open to visitors free of charge. Earned revenue significantly reduces the public cost of operating this property, owned by the Town of Hilton Head Island and operated by CDM.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

30	Government Sources	33	Private Contributions, Donations and Grants
4	Corporate Support, Sponsors	3	Membership, Dues, Subscriptions
10	Ticket Sales, or Sales and Services	20	Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

Funding for the remaining portions of these salaries come from other grants and donations to the museum. We are particularly indebted to Bargain Box for supporting the materials cost for most of our educational programs.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

Funding for the remaining portions of these salaries come from other grants and donations to the museum. We are particularly indebted to Bargain Box for supporting the materials cost for most of our educational programs.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July End Month: June

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.
An Organization Budget has been attached to this Application.
2. The previous two years and current year **profit and loss reports** for the

organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

FY 2021

FY 2020

FY 2022

3. The previous two years and current year **balance sheets**.

Balance Sheet Years Provided:

FY 2021

FY 2020

FY 2022

January 23 - Balance Sheet

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$75,000.00	Museum Management Fee
2020	\$75,000.00	Museum Management Fee
2022	\$92,775.00	Museum Management Fee

2. How were those funds used? To what extent were the objectives achieved?

(200 words or less)

These funds were used to manage the museum and operate some of our educational programs. In our fiscal year ending June 2020 we served over 100,000 people, over 90k on our Honey Horn property, including 4192 students. In the year ending June 2021 we served over

76,000 patrons and 4237 school kids. In the first six months of this year, from July-December 2021 we have had over 50,000 people on our property and have also seen a doubling in student programs. Throughout the pandemic we have been able to continue offering on-site and school services at no charge due to the support we receive from the Town of Hilton Head in partially funding positions including our Director of Finance and our Museum Educators. Without this support we would not be able to serve so many people and fully maintain this town-owned property.

3. What impact did this have on the success of the organization and how did it benefit the community? (200 words or less)

Over the past 15 years, support from the Town of Hilton Head Island has really allowed the museum to flourish and serve our entire community. Over that period of time, the museum has more than doubled its attendance and revenue. The museum has, or is in the process of, renovating all of the town-owned buildings on the Honey Horn property, and staffs and manages the property for the benefit of all Hilton Head Island residents. We would not have this success without the support of the town in the form of the management fee, assistance with financial accounting and reporting, as well as regular landscaping services. This museum on Town-owned land which is operated by a separate 501(c)3 organization is a model public-private partnership in serving the Hilton Head Island community.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? (200 words or less)

Overall effectiveness is measured in increased mission-based attendance, serving as a community resource, and connecting visitors to cultural and ecotourism opportunities on the island. One of our

strongest qualitative measures of success in this category is the quality of reviews we receive online from sources like TripAdvisor where we are the top thing to do on the Island after the beach and bike trails. We have received a certificate of excellence from TripAdvisor, we were named best museum of the Lowcountry by WTOC, and are recognized as one of 200 Affiliates of the Smithsonian Institution in the US and we are featured on the American Camellia Trail.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

The Coastal Discovery Museum is a mainstay for both local residents and tourists visiting Hilton Head Island. Our 68-acre historic property and museum are open for all to enjoy free of charge, and we offer year-round programming for all ages. We hosted our first visitors at Honey Horn in 2007 and have steadily grown our programs to become a vital part of the island's recreation, leisure, and educational economy. Since then we have reached over 1.4 million patrons, including over 1 million tourists. The Town of Hilton Head Island grant support is a significant part of this success. It has allowed us to continue operating in difficult times, including while we served as a FEMA debris management site after Hurricane Matthew and during the COVID-19 pandemic.

The Coastal Discovery Museum has an important mission – to inspire people to care for the Lowcountry – but we also strive to be a business that operates ethically, sustainably, and efficiently. Governmental funding provides approximately 30% of the museum's operating budget and without it our marketing efforts, programming, and facilities would not be performing at the level required to maximize our benefit to the tourism economy and the

local community. We know that funding is limited and we are careful to be responsible stewards of this grant.

Governmental funding has allowed us to serve the public good, to market and maintain the Town of Hilton Head Island's Honey Horn property as an active and vibrant destination for visitors and residents to enjoy. We want to continue to be a strong partner with the town in hosting community-focused events on our property and town support allows us to do so at no charge to the town when it serves the public good. We are particularly proud of the service that we provide to area schools, teaching the next generation of Hilton Head residents to value our environment, history, culture, and art so that we can maintain the island that we love today for future generations. Town support of this initiative means that we can provide 10,000 school program experiences at Honey Horn per year, in addition to all of the other ways we enrich living on this island.

Signature: Rex Garniewicz

Title/Position: President/CEO

Mailing Address: PO Box 23497, Hilton Head Island, SC 29925

Email Address: rgarniewicz@coastaldiscovery.org

Phone Number: 843-415-8500

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Hilton Head Island Recreation Association

Project Name: Island Rec Budget FY 24

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Hilton Head Island Recreation Association

Project Name: Island Rec Budget FY 24

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

The Association has greatly appreciated the 35-plus year relationship with the Town. The partnership has helped both the Association and the Town thrive while serving the community. In 2022, we provided 200 plus programs and events for community members of all ages, and managed the scheduling of the Island Recreation and Senior Centers, also while coordinating the scheduling of Town-owned parks.

The Board of Directors believed that the request for FY 24 has anticipated growth through the Association's programs. The funding request to the Town in FY24 is a 3.5% increase from FY 23. The program (11%) and event/other income (18%) are budgeted for increases. The overall FY 24 budget has a (10%) increase.

In the NRPA Performance review for both 2022 and 2023, the Association provides programs and events which are similar to communities of the same size.

The Board is anticipating several headwinds, including the continued recruiting and maintaining quality employees. The additional cost of doing business. The Board has a Human Resource Committee working with the staff to tackle employment issues.

Again, we appreciate the opportunity to come before the F & A Committee to outline our services and funding request for FY 23.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/01/2023

Time Received: 07:04 AM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Hilton Head Island Recreation Association

Project/Event Name: Island Rec Budget FY 24

Contact Name: Frank Soule

Title: Executive Parks and Recreation Director

Address: P.O. Box 22593, HILTON HEAD ISLAND, SC 29925

Email Address: frank.soule@islandreccenter.org

Contact Phone: 843-683-7203

Total Budget: \$3,394,656.00

Grant Amount Requested: \$1,123,766.00

Provide a brief summary on the intended use of the grant and how the money would be used.
(100 words or less)

The Association presents this funding request with these objectives; to provide the best in class recreational services to the community, while effectively managing the world-class recreational facilities.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

The Hilton Head Island Recreation Association is a non-profit organization that was founded in 1977 to provide recreation programs to the community with the development of the Island Youth Center by the Hilton Head Island Rotary Club. As the Island continued to grow so did the Association. The first MOU with Town was in 1986 for the development, construction, and program management of the Island Recreation Center which opened in 1988. This long-standing partnership has led to many projects such as the development of Crossings and Chaplin Parks to the enhancement and expansion of the Island Recreation Center which reopened in 2019.

In 1992, the SHARE Center joined the Association to provide senior programs. Today,

there are over 600 members of the Hilton Head Island Senior Center involved in programs from fitness to social activities.

The Association has 17 volunteer board members, 20 volunteer advisory board members, 17 full-time staff members, and 30 part-time staff members (summertime/part-time is 85 plus). The Association provides over 200 programs and community events throughout the year, with 554,034 participant visits annually. Through the Carmine's Scholarship Foundation, the Association has been able to award over \$328,196 to families in need to ensure that no child is denied recreation or education programs at the Island Recreation Center. The main focus of these scholarships is on Preschool and Youth Programs.

Volunteers donate over 15,048 hours of their time to coach youth sports, help at community events, serve on the Board and Advisory Boards, and at the Hilton Head Island Senior Center. This saves our community over \$440,755.92 @ \$29.95 an hourly rate.

2. Describe in detail how the grant would be used? (250 words or less)

The funding received provides community-wide public recreation programs, community events, and effective management of facilities for the Town of Hilton Head Island and its residents. This effort promotes health and wellness, along with building a sense of community through parks and recreation programs.

The Island Recreation Center is open seven days a week. Monday-Friday 5:30 am – 9:00 pm, Saturday 8:00 am to 4:00 pm, and Sunday 11:00 am to 3:00 pm. Hours vary and will be extended depending on programs and program times. The Hilton Head Island Senior Center hours are Monday-Friday 8:30 am to 4:00 pm. There are times when usage starts early or goes beyond normal hours of operation.

The Association staff coordinates the scheduling of Town-owned parks including the following: Bristol Sports Rink, Crossings Park, Chaplin Community Park, Shelter Cove Community Park, Barker Field Extension, Barker Field, Lowcountry Celebration Park, Jarvis Creek Park, and the Sailing and Rowing Center at Squire Pope Rd. The scheduling includes athletics, shelter rentals, and community events.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? (100 words or less)

If full funding was not received, there would be an increase in program fees and sponsorships, along with exploring grant and fundraising opportunities. The

Association would also have to look at a reduction in the hours of operations at Island Rec and Senior Centers. Elimination of programs and events in conjunction with cutting staff salary increases, reducing part-time staff hours, and termination of staff positions.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? (100 words or less)

Here are five statements showcasing the fundamental role played in our community by parks and recreation and the services the Association provides to the residents and visitors.

Promoting Health and Wellness

Programs and educational activities are critical to childhood development

Drives economic opportunities

Strengthens communities and brings people together

Parks Build Community

5. Additional comments. (250 words or less)

The Town's Finance Department prepares bi-weekly the Association's payroll and weekly payable checks. The Town provides a monthly financial statement and general ledger report. The Town also works to produce an annual audit through the contracted firm. Capital Expenditures are reviewed by the Town and the Association is reimbursed for these expenses. All financial records are available to the public.

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

The Association's funding comes from program fees, sponsorships, community events, annual fundraising, and government support. These resources allow the Association to continue the effective management of recreational facilities, as well as the coordination of recreation programs and community events. The percentage breakdown is below in the application.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

<u>33</u>	Government Sources	<u>10</u>	Private Contributions, Donations and Grants
<u>6</u>	Corporate Support, Sponsors	<u>47</u>	Membership, Dues, Subscriptions
<u>0</u>	Ticket Sales, or Sales and Services	<u>4</u>	Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

The Association anticipates funds totaling \$2,270,890 from program fees, sponsorships, community events, and fundraising.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

The Association anticipates funds totaling \$2,270,890 from program fees, sponsorships, community events, and fundraising.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July 1 End Month: June 30

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

Previous Year
FY 21 and FY 22

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

FY 21

FY 20

FY 22

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$1,060,707.00	Recreation Programs and facilities management
2022	\$1,087,578.00	Recreation Programs and facilities management
2023	\$1,099,304.00	Recreation Programs and facilities management

2. How were those funds used? To what extent were the objectives achieved? (200 words or less)

The funds received were used to implement community-wide recreation programs, and maintain the Island Recreation and Senior Centers, along with schedule coordination of the Town parks.

The participation levels at programs and community events met the expectations set by the Board.

3. What impact did this have on the success of the organization and how did it benefit the community? (200 words or less)

The success of the Association is critical to the well-being of the community. Without positive recreation programs for all ages along with established parks systems, our community will fail its residents. The partnership with the Town has allowed the Association to create world-class recreation programs and aided in the management of facilities. The residents have had far-reaching benefits from health and wellness to social activities which produce an ongoing sense of community.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? (200 words or less)

The Association measures the effectiveness of our program through the evaluations of program participants as well as the staff and volunteers. These evaluations are then reviewed but the Association's Program Review Committee, which reports to the Board of Directors. Any suggestions or concerns are addressed by the Board and Staff.

The Association surveys the community annually. It addresses facilities usage, event attendance, and marketing, along with opportunities to suggest improvements and how to receive information for the Association. Survey results are reviewed by the Executive Committee and then by the Board with recommendations being given to the staff for implementation.

The Association also works with USCB to survey the attendees to make certain that we are providing great community events. The Association and USCB work to ensure that the marketing dollars spent to market the events are being spent to attract the most attendees as possible by specifically asking which marketing source drew them to the area and if it was specifically for the event or secondary.

Our program's success is also measured by the children's success in our programs, the return of attendees, and parents' responses through program surveys. We could not continue to grow the programs every year without the overwhelming response from families about how their children have thrived and enjoyed the programs and the joy they see in their children during these programs.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. (1300 words or less)

An Effectiveness Measurement spreadsheet has been attached to this application.

The Association has greatly appreciated the 35-plus year relationship with the Town. The partnership has helped both the Association and the Town thrive while serving the community. In 2022, we provided 200 plus programs and events for community members of all ages, and managed the scheduling of the Island Recreation and Senior Centers, also while coordinating the scheduling of Town-owned parks.

The Board of Directors believed that the request for FY 24 has anticipated growth through the Association's programs. The funding request to the Town in FY24 is a 3.5% increase from FY 23. The program (11%) and event/other income (18%) are budgeted for increases. The overall FY 24 budget has a (10%) increase.

In the NRPA Performance review for both 2022 and 2023, the Association provides programs and events which are similar to communities of the same size.

The Board is anticipating several headwinds, including the continued recruiting and maintaining quality employees. The additional cost of doing business. The Board has a Human Resource Committee working with the staff to tackle employment issues.

Again, we appreciate the opportunity to come before the F & A Committee to outline our services and funding request for FY 23.

Signature: frank soule

Title/Position:

Mailing Address: P.O. Box 22593, HILTON HEAD ISLAND, SC 29926

Email Address: frank.soule@islandreccenter.org

Phone Number: 843-683-7203

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Hilton Head Regional Habitat for Humanity

Project Name: Land Purchase to Build Workforce Housing

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Hilton Head Regional Habitat for Humanity

Project Name: Land Purchase to Build Workforce Housing

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/03/2023

Time Received: 11:30 AM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Hilton Head Regional Habitat for Humanity

Project/Event Name: Land Purchase to Build Workforce Housing

Contact Name: Brenda Dooley

Title: Executive Director

Address: PO Box 2747, Bluffton, SC 29910

Email Address:

brendadooley@habitatthi.org

Contact Phone: 843-651-5864

Total Budget: \$2,328,225.00

Grant Amount Requested:
\$500,000.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

Hilton Head Regional Habitat for Humanity is requesting \$500,000 for the Affiliated Organization Grant. As affordable housing on the island is not readily available, all the funds from this grant will go to purchasing land on Hilton Head Island so we can build more affordable homes on the island for the area's growing workforce. We hope to be able to find a one-acre plot that we can purchase to add 8-10 Habitat homes.

B. DESCRIPTION OF OPERATIONS:

-
1. For state reporting purposes, give a brief description of the organization. (250 words or less)

Habitat for Humanity's mission is "Seeking to put God's love into action, Habitat for Humanity brings people together to build affordable homes, communities, and hope." Hilton Head Regional Habitat for Humanity partners with families in need of an affordable home of their own; fostering stability, self-reliance, and a strong sense of community.

Affordable housing on the Hilton Head Island has all but disappeared. This puts a burden on low-income/workforce families who are trying to work and live in this area. HHRHFH is addressing this by creating a pathway for home ownership for these families. To become a family partner (a homebuyer through Habitat), the family must go through an intensive application process, attend home-ownership classes, and perform at least 300 hours of sweat equity. At completion of the build, they purchase the home with a no-interest mortgage which has a monthly payment plan at 30% or less of their household income. To date, HHRHFH has completed 124 homes in Jasper and in southern Beaufort Counties.

All the funds from this grant will go to purchasing land on Hilton Head Island so we can build more affordable homes on the island for the area's growing workforce. We hope to be able to find a one-acre plot that we can purchase to add 8-10 Habitat homes

2. Describe in detail how the grant would be used? (250 words or less)

The final outcome of the grants fund would be to create up to ten new affordable houses on Hilton Head Island for low-income/workforce families. The funds would be used just to purchase the land. The homes would be built through HHRHFH fundraising. This current year, we already have the funds secured to build six houses, and this is typical of our fundraising efforts. These funds are raised through events, mailings, social media, grants, and general donations. The past few years have shown that many donors are more likely to give to

projects that are on the Hilton Head Island. Each house costs approximately \$110,000 to build. After securing the land, it would take us approximately two years to fundraise the remaining costs for building the homes and to complete construction.

HHRHFH serves families earning between 30% and 70% of the average median household in southern Beaufort and Jasper Counties. We do not discriminate based on age, race, ethnicity, religion, or any other status.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

We currently have land in Ridgeland where we could spend our time raising money for infrastructure and beginning to build there. While that is a great option, we know that the need is the greatest on Hilton Head. If available, we could look at smaller lots on Hilton Head.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

The public benefit would be for ten workforce families on Hilton Head Island to have a home on the island, increasing the probability that they will work on Hilton Head. As mentioned above, we will be looking for funding to build infrastructure in Ridgeland. We currently estimate that will cost over \$2,000,000. Our only change in service is that we are currently piloting a "Home Repair Project." This project is currently working with existing Habitat Homes that need critical home repairs to maintain health and safety.

5. Additional comments. (250 words or less)

HHRHFH has enjoyed a long partnership with the Town of Hilton Head Island. In the past, council members as well as staff have come to work on our job sites, literally building workforce housing. We are constantly looking for ways to deepen the community spirit here on Hilton Head Island of everyone partnering together to solve a problem.

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

Administrative and program support salaries are funded through our ReStore, the Habitat thrift-shop. Other administrative funds are offset through year-end fundraising efforts. Funds for building houses are raised through local events, mailings, social media, grants, and general donations.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

<u>1</u>	Government Sources	<u>0</u>	Private Contributions, Donations and Grants
<u>22</u>	Corporate Support, Sponsors		Membership, Dues, Subscriptions
<u>5</u>	Ticket Sales, or Sales and Services	<u>72</u>	Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

While searching for land and building homes is not new, specifically looking to purchase land on Hilton Head Island is. We know that if we can raise the money to purchase the land, we will be able to raise the funds to build each individual house.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

While searching for land and building homes is not new, specifically looking to purchase land on Hilton Head Island is. We know that if we can raise the money to purchase the land, we will be able to raise the funds to build each individual house.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July End Month: June

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

FY22

FY 2021

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

FY 21

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.
2. How were those funds used? To what extent were the objectives achieved?
(200 words or less)

n/a

3. What impact did this have on the success of the organization and how did it benefit the community? *(200 words or less)*

n/a

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

The objective is to provide safe, secure, housing to 10 low-income/workforce families. The overall project budget to build 10 houses is \$1.7 Million. It will cost us \$500,000 to purchase an acre of land on the island, and each home will cost \$110,000. We measure effectiveness by number of participants who complete the program and purchase the home, followed by number of participants who pay their mortgage on time.

This accrues to public benefit because workforce housing is at a critical point on Hilton Head Island. This is on the council's priority list and in

November the council adopted a Workforce Housing Framework after studying a Workforce Housing Needs Assessment. The biggest areas of growth in population are those making under \$25,000 or above \$150,000. With no housing for middle class families, these families have moved to other areas of the Lowcountry and accepting work positions off of the island. This is causing a workforce shortage on Hilton Head.

Our affiliate builds 6-8 houses per year, and we work with families through the life of their mortgages serving almost 400 individuals per year. Demographics for our current homeowners include 47% African American, 46% Hispanic, 6% White/Caucasian, 1% Asian Indian.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

Signature: Jeb Bush

Title/Position: Development Director

Mailing Address: PO Box 2747, Bluffton, SC 29910

Email Address: jebbush@habitathhi.org

Phone Number: 843-681-5864

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Lowcountry Regional Transportation Authority

Project Name: Palmetto Breeze

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Lowcountry Regional Transportation Authority

Project Name: Palmetto Breeze

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/03/2023

Time Received: 02:38 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Lowcountry Regional Transportation Authority

Project/Event Name: Palmetto Breeze

Contact Name: Kristine Hepburn

Title: Director of Finance & Administration

Address: PO Box 2029, Bluffton, SC 29910

Email Address:
khepburn@palmettobreezetransit.com

Contact Phone: 843-757-5784

Total Budget: \$6,215,990.00

Grant Amount Requested:
\$249,911.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

The Lowcountry Regional Transportation Authority DBA Palmetto Breeze respectfully requests **\$199,911** for Fiscal Year 2024 in order to support the provision of public transportation throughout the Hilton Head Island/Bluffton Urbanized Area, including the Town of Hilton Head Island. This amount represents our best estimate of the amount that will be needed to match the Federal grant that funds the urban service and is based on a comparative analysis of past grant funding. The Federal Transit Administration (FTA) has not released the Federal Fiscal Year 2024 grant apportionments, which means that, while we do not anticipate a significant change, our request may be subject to amendment. Lowcountry RTA is also requesting a **\$50,000**

contribution toward the local match for the rural commuter program.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

Lowcountry RTA has been a rural (Section 5311) transportation provider since its inception in the late 1970s. The South Carolina Department of Transportation (SCDOT) administers the rural grant programs that combined with fares and both state and local matching funds, account for the revenue necessary to operate the system. Historically, the local match has been provided by Allendale, Beaufort, Colleton, Hampton, and Jasper Counties, as well as the Town of Hilton Head Island. In February 2017, Lowcountry RTA was approved by the FTA as a direct recipient of urban (Section 5307) funds, designated to serve the Hilton Head Island/Bluffton Urbanized Area.

Lowcountry RTA is one of the 10 regional public transportation systems created under South Carolina state law and, at present day, is the designated public transportation provider for the five-county region that encompasses Allendale, Beaufort, Colleton, Hampton, and Jasper Counties. Our mission is “(to) provide regionally the safest, most innovative, cost efficient, multi-modal public transportation system possible” and it carries out this mission by providing a mixture of commuter bus services, local public transit in several of the region’s greater municipal areas, including Hilton Head Island, Beaufort, and Bluffton), and through some shuttle services and other operations. As a result, there is some level of public transit service available in every one of the five counties in the LRTA region, with a primary focus on Beaufort County.

2. Describe in detail how the grant would be used? (250 words or less)

The most recent urban (Section 5307) grant project (for Federal Fiscal Year 2022) includes the continuation of the Breeze Trolley service on Hilton Head Island, operation of the Bluffton Breeze service, and facility improvements at our Benton Field Road campus, and has a total project cost of \$1,744,949. The grant funding for this project consists of \$1,101,114 in Federal funds and \$80,227 in State Mass Transit funds. This leaves a total of \$563,607 in local matching funds that must be raised for the project. Traditionally, these funds have been provided from the general funds of the Town of Bluffton, the Town of Hilton Head Island, and Beaufort County based on each jurisdiction's respective share of the total population of the urbanized area.

The most recent rural (Section 5311) grant project (for State Fiscal Year 2022) has a total project cost of \$2,155,039. The grant funding for this project consists of \$1,328,019 in Federal funds and \$322,879 in SMTF.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

If only partial funding is received, the LRTA would have to adjust service plans to reflect the adjusted budget allocations. These adjustments would primarily include reduced public transit services through a combination of reduced service hours, reduced frequency, or cancellation of service. Reductions would not affect the safety of any remaining operations, but they would likely have an adverse affect on the region's mobility and access to jobs (both of which are critical to our limited infrastructure and local economies), and in the case of the Breeze Trolley service, a reduced Island experience for visitors and residents alike.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

The most important benefit to the Island's citizens, visitors and the Town is the enhanced mobility and access to jobs provided by Palmetto Breeze's commuter services. With limited affordable workforce housing in the immediate area, the Island's economy depends heavily on cost-effective, daily commuter services for employees to access jobs for our hundreds of local employers. Additionally, the Breeze Trolley service has truly become an enhancement to the "Island Experience" for visitors, and is contributing to congestion reduction for all who use our roadways.

5. Additional comments. (250 words or less)

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

Lowcountry RTA, like other public transit agencies across South Carolina, receives most of its funding from a mixture of state and federal grants and annual discretionary allocations made by local governments. While the state and federal grants make up around a majority of the funding stream, the local funding is imperative. It makes up what is referred to as "local match," without which the agencies would not qualify for the grant funding.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

<u>86%</u> Government Sources	<u>0%</u> Private Contributions, Donations and Grants
<u>2%</u> Corporate Support, Sponsors	<u>0%</u> Membership, Dues, Subscriptions

11% Ticket Sales, or Sales
and Services

1% Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

In addition to governmental funding, Lowcountry RTA has sought to establish agreements whereby private businesses support the provision of public transit in their area. Several of these agreements are in place to support several of the Island's key employers. Our operations are also partially funded by fares paid by our commuter passengers.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

In addition to governmental funding, Lowcountry RTA has sought to establish agreements whereby private businesses support the provision of public transit in their area. Several of these agreements are in place to support several of the Island's key employers. Our operations are also partially funded by fares paid by our commuter passengers.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July End Month: June

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

Profit and Loss Years Provided:

FY 2019 & FY 2020

FY 2020 & FY 2021

Draft FY2022

3. The previous two years and current year **balance sheets**.

Balance Sheet Years Provided:

FY 2019 & FY 2020

FY 2020 & FY 2021

Draft FY2022

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$225,165.00	Palmetto Breeze
2022	\$282,404.00	Palmetto Breeze

2. How were those funds used? To what extent were the objectives achieved?
(200 words or less)

Funds received in 2022 were utilized as the local match portion of our operating budgets for our Palmetto Breeze Transit daily commuter services and our seasonal Breeze Trolley services.

3. What impact did this have on the success of the organization and how did it benefit the community? (200 words or less)

The Town's contribution of our local match is critical to the success of

our public transit services. Our fundinh through the State and Federal departments oif Transportation requires the provision of a local match in order for those funds to be completely allocxtaed to the LRTA. So, in short, without the Town's local match, the provision of these regionally significant services would be nearly impossible.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

LRTA measures effectiveness in several ways. We assess our contribution to the local economy in terms of our ability to enhance access to jobs for commuters who reside outside the immediate area. We also monitor our commuter ridership (which has remained remarkably constant despite the COVID-9 pandemic) as well as our Breeze Trolley ridership which experienced an enormous increase in 2021 over previous seasons and has remained constant durinn the 2022 season. Our interal key performance indicators include safety performance, passenger satisfaction, maintenance achievements, public support, social media imapcts, and our overall image within the Hilton Head isand and the surrounding Lowcountry communities.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

Signature: Kristine Hepburn

Title/Position: Director of Finance and Administration

Mailing Address: PO Box 2029, Bluffton, SC 29910

Email Address: khepburn@palmettobreezetransit.com

Phone Number: 843-757-5784



March 9, 2023

Finance & Administrative Committee
Town of Hilton Head Island, SC

Dear Committee:

I would like to start out by acknowledging the Lowcountry Regional Transportation Authority (LRTA) dba Palmetto Breeze appreciates the support for public transportation that the Town of Hilton Head Island has provided over the years. Our organization is funded by Federal and State grants on a reimbursement basis. We are reimbursed at 80% for Capital and 50% for Operations with local match money covering the difference.

LRTA submitted our request for local match funds from the Town on February 3, 2023. At that time we had to base our request on the funds we received last year as the grant award amounts had not been released. We now have our grant totals for the next year and we would like to amend our request to **\$277,842** (vs \$249,911). This amount includes \$227,842 for urban services and \$50,000 for support of the rural services. Thank you for your continuing support.

Sincerely,

Mary Lou Franzoni
Executive Director
Lowcountry RTA

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: Mitchelville Preservation Project

Project Name: Executive Director

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: Mitchelville Preservation Project

Project Name: Executive Director

Executive Summary

After three decades of attention, particularly the last 10 years of organized effort, the Mitchelville project's tipping point has been reached. The apparent consensus at the State, County, and Town level, as well as the public's outlook, is that HMFP will become a reality. We see HMFP not only as benefiting strategically from its historical uniqueness as the first town of self-governing formerly enslaved people, but also as having opportunities to create value from its continuing relevance as an exemplar of the importance of citizenship, helping to prepare citizens for 21st century America. Going forward, the management agreement will take care of staff, park improvements / maintenance as well as Park utilities. The following assessment will highlight the work of the Executive Director from the previous year with the \$105,000 reflecting salary and benefits.

Strategic Focus and Significant Achievements

1. Due to our inclusion in the group of organizations who received funding from the African American Cultural Heritage Action Fund of the National Trust for Historic Preservation, HMFP was invited to make a pitch for the new Humanities In Place grant from the Andrew W. Mellon Foundation. The organization is now in the final round of consideration and have asked for **\$2.5 Million** that will be used to implement the Freedom Plaza area, the Interpretive Trail and necessary infrastructure for the Interpretive Center.

#2. Codifying the next stage of the M.O.U. with the Town for two years at \$105,000 each year. We are starting conversations with the Town to determine if HMFP can move to a renewable 10-year agreement moving forward.

#3. HMFP received **\$50,000** from the Heritage Classic Foundation and RBC Foundation to support the return of the MAGIC Youth Leadership program for High School students. Modeling our Ancestors to Generate Influence and Change (M.A.G.I.C) is a comprehensive history enrichment and career-training workshop designed to engage area high school students in discovering their own leadership abilities by exploring historical concepts and participating in a variety of learning experiences. This program starts in February 2023 and

culminates in Summer 2023 with participants providing docent tours of the Park for visitors and tourists.

4. Positioning the organization to secure the jointly owned, Town and County, Beach City Road parcels to support the existing Master Plan elements and naturally expand the Park site in the near future. This not only gives us the parcels for the parking area and Classroom / Lab section, but also brings most of the property that contains the rest of the “historic home imprint” under our control.

#5. Continuing to provide high level programming that attracts new visitors to the Hilton Head Island / Beaufort County area. Juneteenth Celebration - In-person events (Joe McGill program/ movie night / Saturday festival) – **1,400** people; Virtual program on blkfreedom.org / YouTube/ Facebook reached over 32,000 viewers and offered to all Amazon employees (1.4 Million people). Dawn of Freedom guided tours welcomed 900 people to Historic Mitchelville Freedom Park. Tourists made up **58%** of participation. The Finding Freedom's Home exhibition at the Westin Hilton Head Island Resort and Spa reached over **25,000** tourists in 2022. The Holiday Nights and Lights program in December 2022 brought **2,800** people to Historic Mitchelville Freedom Park over the course of three days, two hours each evening.

#6. In January 2022, HMFP was selected as one of 19 Black History Month Destinations You Should Visit by HGTV.com and Mitchelville was featured in the USA Today Super Bowl preview, Travel and Leisure magazine and the Atlanta Braves magazine.

#7. HMFP is working to secure a boulder from the Old Yagala area of **Sierra Leone**, due to its significance as a bastion of resistance to the slave trade in that country. The Gullah community that made up the population of Mitchelville were brought to the South Carolina coast, from countries such as Sierra Leone, due to their expertise in cultivating rice. Sierra Leone has become an important destination as many African Americans are tracing their roots back to that country. In the last 30 years, there have been several pilgrimages of African descendants traveling to Sierra Leone to discover linkages to their ancestral homeland. The pilgrimages, in fact, have established strong ties between Sierra Leone and coastal South Carolina, where strong similarities in language, food, crafts, spirituality, songs and other cultural beliefs have been discovered. This boulder will be prominently placed in the Freedom Plaza to represent this natural connectivity between the people of Sierra Leone and those of the Gullah Geechee Heritage Corridor. HMFP acknowledges the power associated with this symbol, as the descendant population of the Lowcountry will be able to touch a piece of their ancestral land. The plaza will be large enough to stage small gatherings, but intimate enough to provide space for reflection and rest. A local HMFP team is corresponding with the U.S. ambassador to Sierra Leone, Sidique Abou-Bakarr Wai and others to secure the boulder. The organization is also leveraging the local Rotary and reaching out to the Freetown Rotary. A December 2022 meeting resulted in positive feedback from the Sierra

Leone contingent.

#8. HMFP is engaging with a mobile tour organization called **TravelStorysGPS** to create a mobile tour of the Mitchelville Park site. TravelStorysGPS enables location-based organizations to create high-quality, mini-podcast-like audio content about local places and travel routes. The audio launches automatically – hands-free – as travelers approach sites of interest, without the need for cell service or Wi-Fi. To date, it has produced 4,000 mini-podcasts in more than 200 audio tours in 36 states and 3 countries.

#9. Lesson plans developed for Historic Mitchelville by South Carolina teachers were uploaded to the exploremitchelville.org website in **September 2022**.

#10. The **Smithsonian National Museum of American History** is developing an exhibition on Gullah-Geechee culture that is set to open in Fall 2024. Planning for the exhibition is its early stages and the lead curators hosted a community meeting, organized in partnership with Historic Mitchelville Freedom Park on Hilton Head Island in July 2022 to get input on key aspects of the exhibit. Due to the HMFP assistance at the beginning of the planning process, the National Museum of American History will be inviting Native Islanders to come to Washington D.C. for the opening in 2024.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 02/03/2023

Time Received: 12:08 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: Mitchelville Preservation Project

Project/Event Name: Executive Director

Contact Name: Ahmad Ward

Title: Executive Director

Address: P O Box 21758, Hilton Head Island, SC 29925

Email Address:

award@exploremitchelville.org

Contact Phone: 205-276-5376

Total Budget: \$966,000.00

Grant Amount Requested:
\$105,000.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

Affiliated Agency funds will be used to maintain the Historic Mitchelville Freedom Park (HMFP) site and support staff, operations and Park utilities. This historic site, drenched in Hilton Head's pristine island atmosphere, endeavors to be known as the Lowcountry key Heritage Tourism attraction. The next two years are pivotal as construction begins on the site. As the organization endeavors to raise 22.8 Million dollars to meet this goal, Affiliated Agency funds will help to undergird the organization during this process. The next

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words)

or less)

The Historic Mitchelville Freedom Park (HMFP) is a 501(c) non-profit organization whose mission is: to preserve, promote and honor Historic Mitchelville, the first self-governed town of formerly enslaved people in the United States. The brave men and women that built this community planted strong and enduring familial roots for generations of future African-Americans. HMFP educates the public on the compelling story of its inhabitants and their quest for education, self-reliance and inclusion as members of a free society. HMFP is thriving through feature exhibits, signature events and guided tours of Historic Mitchelville. In addition, it continues to enhance knowledge of Mitchelville through a series of learning opportunities including lectures, forums, and related cultural experiences. Thanks to the generosity of the Beaufort County Council, HMFP has completed its master plan for the Park, which serves as the blueprint for its transformation into a cultural attraction.

This expands the offerings of the Park to include replicas of the historic homes, churches, stores and other structures that align with the themes that govern the interpretation of the site. Those themes include: the importance of education, the desire for land ownership, laws and citizenship, the power of opportunity, everyday life before Reconstruction, and others. This historic site, drenched in Hilton Head's pristine island atmosphere, endeavors to be known as the Lowcountry's key Heritage Tourism attraction, inspiring visitors from around the world to travel to South Carolina to experience the people of the Mitchelville's first taste of freedom.

2. Describe in detail how the grant would be used? (250 words or less)

Creating a commemorative Park on a site where no visible elements of the town remain is a challenging and rewarding undertaking, but also unavoidably a capital-intensive endeavor. Execution of the entire Master Plan and Interpretive Plan is estimated at \$22.8 million, of which 60% is for Master Plan implementation and contingency, 29% for interpretive design and elements, and 11% in assorted fees and archaeology costs. Affiliated Agency funds will allow HMFP to maintain the Park site and operations as the organization moves into a capital campaign to raise the \$22.8 million dollars. Funds will support staff such as the Executive Director, who has been instrumental in creating the Master Plan that governs implementation of the site, expanding

the scope of the organization to a national level which has led to HMFP being reconized as one of the top 19 Black History Month destinations last year by **HGTV.com**, articles in **Travel + Leisure** magazine, exposure to national museum organizations and conferences and the opportunity to apply for national granting oportunites such as the **African American Cultural Heritage Action Fund of the National Trust for Historic Preservation** and the **Mellon Foundation**.

In addition, Affiliated Agency fund will also support maintainance of the Park site, so HMFP can continue to provide its important programming, such as the Juneteenth Celebration, Freedom Day, Blues and BBQ, the Griot's Corner literacy program and the Holiday Nights and Lights program which attracted **2800** people over three days last December.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? (100 words or less)

Partial funding would have a substantial impact on the functionality of operations as we move into a captial campaign to fully fund the Park site. HMFP would need to redirect funds to making sure certain activities would be able to happen, and make some determination on the viability of other programs and events.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? (100 words or less)

Because HMFP will have the uniqueness of a positive message of freedom and citizenship, it has the potential to become a major culture and heritage tourism draw in its own right. We foresee HMFP occupying a comfortable market niche and uniquely positioned to increase culture and heritage tourism in the local area. In the preliminary base case operating HMFP pro forma we anticipate **HMFP will contribute \$1.1 million** initially to local nonprofit arts and cultural organization spending annually. In addition, HMFP will elevate the historic resonance of Hilton Head Island in ways that reach outside of the South Carolina area.

5. Additional comments. (250 words or less)

The current Board and leadership of HMFP are indebted to the former leaders, directors, and supporters of the Mitchelville Preservation Project for their past efforts and continued support over the last decade. The opportunity to build upon their efforts has positioned HMFP to gain the momentum necessary to change the public mindset from “if” to “when” Mitchelville will be reborn as Historic Mitchelville Freedom Park.

Momentum behind the Park has been building rapidly recently for several reasons. Among them, HMFP has demonstrated effective stewardship of committed resources, prompting increasing levels of government commitment and support and public participation. Also, a strong Board, with appropriate structure and competencies, and key leadership are in place to undertake the next phase in Park development. Our strategy is to position HMFP to have both niche appeal and the potential ability to reach and attract a wider audience on the basis of its contemporary relevance to today’s discussions of citizenship rights and responsibilities. We see HMFP not only as benefiting strategically from its historical uniqueness as the first self-governed town of the formerly enslaved, but also as having opportunities to create value from its continuing relevance as an exemplar of the importance of citizenship, helping to prepare citizens for 21st century America.

By geographic location, time period of focus, and uniqueness of its self-governance by the formerly enslaved, HMFP will be a complementary resource and destination, especially for visitors to the International African American Museum (being constructed in Charleston that will focus on the international slave trade and its impact on slavery in the South) and/or the newly established Institute for the Study of the Reconstruction Era at USCB in Beaufort.

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

HMFP is currently funded through a Management Agreement with the Town of Hilton Head, ATAX funds from the Town of Hilton Head and Beaufort County, Foundation funding, public donations, Governmental grants, event admissions, Board pledges and individual gifts.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

54%	Government Sources	26%	Private Contributions, Donations and Grants
13%	Corporate Support, Sponsors	2%	Membership, Dues, Subscriptions
5%	Ticket Sales, or Sales and Services		Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

HMFP is engaging in the silent phase of a capital campaign. Bouyed by an influential, nearly \$2 Million funding effort from the HMFP Board, individual donations, \$575.000 from a Beaufort County resolution involving the completion of the Master Plan and funding from the State of South Carolina, pledges and received funds to this point, total \$4.3 Million.

In addition, HMFP is requesting an investment of \$2,500,000 over a 2 year period from the Mellon Foundation, to fund the implementation of site components consisting of the Freedom Plaza, The Classroom / Lab building, the Interpretative Trail and necessary infrastructure for the future Interpretive Center. The organization will receive word of potential funding by March 2023. HMFP and its campaign firm The Compass Group, are targe

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

HMFP is engaging in the silent phase of a capital campaign. Bouyed by an influential, nearly \$2 Million funding effort from the HMFP Board, individual donations, \$575.000 from a Beaufort County resolution involving the

completion of the Master Plan and funding from the State of South Carolina, pledges and received funds to this point, total \$4.3 Million.

In addition, HMFP is requesting an investment of \$2,500,000 over a 2 year period from the Mellon Foundation, to fund the implementation of site components consisting of the Freedom Plaza, The Classroom / Lab building, the Interpretative Trail and necessary infrastructure for the future Interpretive Center. The organization will receive word of potential funding by March 2023. HMFP and its campaign firm The Compass Group, are target

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: January End Month: December

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

2021

2020

2022

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

2021

2020

2022

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$105,000.00	Executive Director
2022	\$105,000.00	Executive Director

2. How were those funds used? To what extent were the objectives achieved? (200 words or less)

The Executive Director was able to: manage programming, events and interpretative elements that reached thousands of people across at least 36 states; New funding capabilities associated with the burgeoning national imprint of the organization brought in nearly \$2,000,000; The assets of the organization currently stand at the \$1 Million level; The organization / Executive Director have memberships with The National Underground Railroad Network to Freedom, the Association of African American Museums, the Southeastern Museum Conference, the American Association of State and Local History and the Association for the Study of African American Life and History and the organization has entered into an agreement with the consulting firm, The Compass Group to help raise the 22.8 Million dollars needed to start the Park. These items have placed the organization in prime position to raise the necessary funds and start to implement elements of the Master Plan during the fund raising process.

3. What impact did this have on the success of the organization and how did it benefit the community? (200 words or less)

HMFP events, such as the Juneteenth Celebration and Holiday Nights and Lights (4,746 participants in 2022) continue to reach beyond South Carolina to

attract thousands of people from the country to HHI. Mitchelville's prominence in national conferences, programming, programs and publications; invitations to national grant opportunities and the growing scope of the organization places HMFP in position to draw even more people to HHI in 2023. HMFP continues to maintain a high percentage of tourists to the Park site with or without targeted programming.

Through Park tours, programming, on site "QR code stations" and presentations, HMFP has spread its outreach across the country with tourists ranging from 36 states. Some of the states not commonly recorded at Mitchelville programming include Arkansas, Colorado, Idaho, Illinois, Missouri, Montana, Oklahoma, Oregon, Texas, Washington and the commonwealth of Puerto Rico. In addition, the codes were scanned by tourists from Australia, Canada, Germany, Poland, Romania, Uganda, Switzerland and the Ukraine. Mitchelville was highlighted in major American periodicals such as USA Today, Travel and Leisure Magazine and the 2022 Atlanta Braves magazine.

HMFP may potentially have three different capital projects in motion in 2023 that will move the Park closer to completion. This is a testament to the work completed in 2022.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

HMFP measures the effectiveness of programming by tracking the number of visitors, tourism trends and responses to each of the hosted exhibits, programs and events. The organization also takes note of how the messaging around branding reaches new audiences each year. Staff effectiveness is measured through employee evaluation processes that happen throughout the fiscal year.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the

Effectiveness Measurement sample spreadsheet and use the criteria as a guideline.
(1300 words or less)

After three decades of attention, particularly the last 10 years of organized effort, the Mitchelville project's tipping point has been reached. The apparent consensus at the State, County, and Town level, as well as the public's outlook, is that HMFP will become a reality. We see HMFP not only as benefiting strategically from its historical uniqueness as the first town of self-governing formerly enslaved people, but also as having opportunities to create value from its continuing relevance as an exemplar of the importance of citizenship, helping to prepare citizens for 21st century America. Going forward, the management agreement will take care of staff, park improvements / maintenance as well as Park utilities. The following assessment will highlight the work of the Executive Director from the previous year with the \$105,000 reflecting salary and benefits.

Strategic Focus and Significant Achievements

1. Due to our inclusion in the group of organizations who received funding from the African American Cultural Heritage Action Fund of the National Trust for Historic Preservation, HMFP was invited to make a pitch for the new Humanities In Place grant from the Andrew W. Mellon Foundation. The organization is now in the final round of consideration and have asked for **\$2.5 Million** that will be used to implement the Freedom Plaza area, the Interpretive Trail and necessary infrastructure for the Interpretive Center.

#2. Codifying the next stage of the M.O.U. with the Town for two years at \$105,000 each year. We are starting conversations with the Town to determine if HMFP can move to a renewable 10-year agreement moving forward.

#3. HMFP received **\$50,000** from the Heritage Classic Foundation and RBC Foundation to support the return of the MAGIC Youth Leadership program for High School students. Modeling our Ancestors to Generate Influence and Change (M.A.G.I.C) is a comprehensive history enrichment and career-training workshop designed to engage area high school students in discovering their own leadership abilities by exploring historical concepts and participating in a variety of learning experiences. This program starts in February 2023 and culminates in Summer 2023 with participants providing docent tours of the Park for visitors and tourists.

4. Positioning the organization to secure the jointly owned, Town and County, Beach City Road parcels to support the existing Master Plan elements and naturally expand the Park site in the near future. This not only gives us the parcels

for the parking area and Classroom / Lab section, but also brings most of the property that contains the rest of the “historic home imprint” under our control.

#5. Continuing to provide high level programming that attracts new visitors to the Hilton Head Island / Beaufort County area. Juneteenth Celebration - In-person events (Joe McGill program/ movie night / Saturday festival) – **1,400** people; Virtual program on blkfreedom.org / YouTube/ Facebook reached over 32,000 viewers and offered to all Amazon employees (1.4 Million people). Dawn of Freedom guided tours welcomed 900 people to Historic Mitchelville Freedom Park. Tourists made up **58%** of participation. The Finding Freedom's Home exhibition at the Westin Hilton Head Island Resort and Spa reached over **25,000** tourists in 2022. The Holiday Nights and Lights program in December 2022 brought **2,800** people to Historic Mitchelville Freedom Park over the course of three days, two hours each evening.

#6. In January 2022, HMFP was selected as one of 19 Black History Month Destinations You Should Visit by HGTV.com and Mitchelville was featured in the USA Today Super Bowl preview, Travel and Leisure magazine and the Atlanta Braves magazine.

#7. HMFP is working to secure a boulder from the Old Yagala area of **Sierra Leone** , due to its significance as a bastion of resistance to the slave trade in that country. The Gullah community that made up the population of Mitchelville were brought to the South Carolina coast, from countries such as Sierra Leone, due to their expertise in cultivating rice. Sierra Leone has become an important destination as many African Americans are tracing their roots back to that country. In the last 30 years, there have been several pilgrimages of African descendants traveling to Sierra Leone to discover linkages to their ancestral homeland. The pilgrimages, in fact, have established strong ties between Sierra Leone and coastal South Carolina, where strong similarities in language, food, crafts, spirituality, songs and other cultural beliefs have been discovered. This boulder will be prominently placed in the Freedom Plaza to represent this natural connectivity between the people of Sierra Leone and those of the Gullah Geechee Heritage Corridor. HMFP acknowledges the power associated with this symbol, as the descendant population of the Lowcountry will be able to touch a piece of their ancestral land. The plaza will be large enough to stage small gatherings, but intimate enough to provide space for reflection and rest. A local HMFP team is corresponding with the U.S. ambassador to Sierra Leone, Sidique Abou-Bakarr Wai and others to secure the boulder. The organization is also leveraging the local Rotary and reaching out to the Freetown Rotary. A December 2022 meeting resulted in positive feedback from the Sierra Leone contingent.

#8. HMFP is engaging with a mobile tour organization called **TravelStorysGPS** to create a mobile tour of the Mitchelville Park site. TravelStorysGPS enables location-based organizations to create high-quality, mini-podcast-like audio content about local places and travel routes. The audio launches automatically – hands-free – as travelers approach sites of interest, without the need for cell service or Wi-Fi. To date, it has produced 4,000 mini-podcasts in more than 200 audio tours in 36 states and 3 countries.

#9. Lesson plans developed for Historic Mitchelville by South Carolina teachers were uploaded to the exploremitchelville.org website in **September 2022**.

#10. The **Smithsonian National Museum of American History** is developing an exhibition on Gullah-Geechee culture that is set to open in Fall 2024. Planning for the exhibition is in its early stages and the lead curators hosted a community meeting, organized in partnership with Historic Mitchelville Freedom Park on Hilton Head Island in July 2022 to get input on key aspects of the exhibit. Due to the HMFP assistance at the beginning of the planning process, the National Museum of American History will be inviting Native Islanders to come to Washington D.C. for the opening in 2024.

Signature: Ahmad T Ward

Title/Position: Executive Director

Mailing Address: P.O. Box 21758, Hilton Head Island, SC 29925

Email Address: award@exploremitchelville.org

Phone Number: 843-255-7301

Fiscal Year 2024 Affiliated Agency Grant Application

Organization Name: University of South Carolina Beaufort

Project Name: Event Management & Hospitality Training

Fiscal Year 2024

Affiliated Agency Grant Application

Organization Name: University of South Carolina Beaufort

Project Name: Event Management & Hospitality Training

Executive Summary

An Effectiveness Measurement spreadsheet has been attached to this application.

Fiscal Year 2024

Affiliated Agency Grant Application

Date Received: 01/31/2023

Time Received: 02:40 PM

By: Online Submittal

Applications will not be accepted if submitted after 4 pm on February 3, 2023

A. SUMMARY OF GRANT REQUEST:

ORGANIZATION NAME: University of South Carolina Beaufort

Project/Event Name: Event Management & Hospitality Training

Contact Name: Keri Olivetti Title: Director

Address: One Sand Shark Drive, Hilton Head Island, SC 29928

Email Address: olivetti@uscb.edu Contact Phone: 843-338-6175

Total Budget: \$238,985.00 **Grant Amount Requested:** \$238,985.00

Provide a brief summary on the intended use of the grant and how the money would be used. (100 words or less)

The grant funds the Hilton Head Island Center, part of the USCB Center for Event Management and Hospitality Training. The Center provides the following services: the Island Ambassador Program, Volunteer Management Program, Quality Management Program and Finnegans Sharing Shack. The Island Ambassador Program educates hospitality professionals about Hilton Head Island to ensure amazing guest experiences. The Volunteer Management program allows USCB students to work with Island festivals creating wonderful attendee experiences. The Quality Management program works with hospitality entities to ensure that quality standards are set and exceeded. Finnegans Sharing Shack enables our guests and residents to recycle beach gear.

B. DESCRIPTION OF OPERATIONS:

1. For state reporting purposes, give a brief description of the organization. (250 words or less)

The Hilton Head Island Center is devoted to supporting the hospitality industry in its efforts to ensure that Hilton Head Island remains a world-class vacation destination. The Island Ambassador Program has certified over 3000 Island Ambassadors. The program consists of three classes, and upon completion, attendees are certified Island Ambassadors. Island Knowledge teaches attendees about the history of the Island, the amenities, and our festivals. Island Culture teaches about Island art, music, drama, water sports and about the Gullah Culture. Island Ecology takes you on a virtual walk across the Island from the beach to the marshes and tidal creeks, talking about the unique ecological systems. The Volunteer Management Program places USCB student volunteers at community festivals. The students provide support for the event, bringing new ideas and energy, and in return, they receive an experiential learning opportunity. The Quality Management Program helps hospitality businesses identify their service quality standards. USCB students then visit the businesses and evaluate the performance of the professionals ensuring the standards are met. Written reports and presentations are provided to management. The program guides the hospitality businesses in their efforts to exceed guest expectations. Finnegans Sharing Shack opened in the summer of 2021, the result of an idea of a USCB student. The Sharing Shack allows guest and residents to recycle beach gear, including chairs, toys, and wagons. It reduces the amount of garbage on the beach and provides a needed source of Island information to our guests creating an enhanced visitor experience.

2. Describe in detail how the grant would be used? (250 words or less)

The funding for the Center would finance its programs. The Island

Ambassador Program is taught by educational professionals. The attendees of the program receive a packet of information including an Island Ambassador Pocket Guide, information about the program, a note pad and pen. The Island Ambassador Pocket Guide is a guide containing a plethora of Island information including Island history, amenities, events, and ecology. The Pocket Guide is continually updated. The grant provides funding for all of these necessary program components. The Volunteer Management Program is managed by the Director of the Center. The Quality Management Program is run by the Assistant Director of the Program. Finnegan's Sharing Shack is managed by the Executive Director of the Center and staffed with USCB students. All supplies necessary for the program – cleaning supplies, tent, chairs, fans – are funded through this grant. In addition, \$35,000 of this grant would be used to correct a billing/payment matter which occurred at end of fiscal year 2021 and was discovered at end of fiscal year 2022.

3. What impact would partial funding have on the activities, if full funding were not received? What would the organization change to account for partial funding? *(100 words or less)*

The Center would need to limit the services provided if partial funding was received. To date, the funding allows the Center to serve all Hilton Head hospitality businesses, professionals and festivals that request our services.

4. What is the expected public benefit to these expenditures to the Island's, citizens, visitors, and/or the Town? *(100 words or less)*

The Mission of the Center is to provide specialized education and training that will enable Hilton Head Island to become known as an international destination for Event Management and Hospitality Training. The center supports the hospitality industry through its programs ensuring that our guests have an exceptional experience

while visiting Hilton Head Island. This promotes repeat guests visits and economic benefits to the residents of Hilton Head Island and the Town by our guests financially supporting our local accommodation, restaurant and retail partners as well as increasing the tax income to the Town of Hilton Head Island.

5. Additional comments. (250 words or less)

C. FUNDING:

1. Please describe how the organization is currently funded. (100 words or less)

The Center for Event Management and Hospitality Training is funded through the Town of Hilton Head Island Municipal Code Section 4-10-100. In accordance with the Code “The town shall set aside five (5) percent of this local accommodations tax for special events production and volunteerism and hospitality training.” The Code was initially passed in 1998 and amended a couple of times prior to its current reading being approved in 2011. The Code was enacted to provide support to the Town’s leading economic driver: the Hospitality Industry. In addition, the hospitality partners and USCB support the programs through in-kind contributions.

2. Please also estimate, as a percentage, the source of the organization's total annual funding.

<u>100%</u>	Government Sources	Private Contributions, Donations and Grants
<u> </u>	Corporate Support, Sponsors	Membership, Dues, Subscriptions
<u> </u>	Ticket Sales, or Sales and Services	Other

3. Please provide a summary of previous governmental funding applied for, or received, for fiscal year 2023 and fiscal year 2024. (100 words or less)

In addition to the direct funding from the Town of Hilton Head Island, our hospitality partners commit financial resources to the Center's programming. The Island Ambassador Program partners provide the venue, professional compensation, audio visual support services and snacks for each Island Ambassador Program. Our Quality Management Initiative partners provide dining and service opportunities for our students to allow them to evaluate the business without cost. USCB continues to support the Center for Event Management by housing the Center at its Hilton Head Island Hospitality Campus.

4. Please provide a summary of other sources of funding or secured for this initiative. (250 words or less)

In addition to the direct funding from the Town of Hilton Head Island, our hospitality partners commit financial resources to the Center's programming. The Island Ambassador Program partners provide the venue, professional compensation, audio visual support services and snacks for each Island Ambassador Program. Our Quality Management Initiative partners provide dining and service opportunities for our students to allow them to evaluate the business without cost. USCB continues to support the Center for Event Management by housing the Center at its Hilton Head Island Hospitality Campus.

D. FINANCIAL INFORMATION:

Fiscal Year Disclosure: Start Month: July End Month: June

Financial Statement Requirements:

1. The upcoming year's **operating budget** for the organization.

An Organization Budget has been attached to this Application.

2. The previous two years and current year **profit and loss reports** for the organization.

A Current Profit & Loss Report has been attached to this Application.

Profit and Loss Years Provided:

2020-21

2021-22

3. The previous two years and current year **balance sheets**.

A Current Balance Sheet has been attached to this Application.

Balance Sheet Years Provided:

USCB Financials

USCB Financials

E. MEASURING EFFECTIVENESS:

1. List any award amounts received in fiscal year 2022 and/or 2023.

2021	\$184,522.00	Center for Event Management and Hospitality Training
2022	\$186,367.00	Center for Event Management and Hospitality Training
2023	\$190,094.00	Center for Event Management and Hospitality Training

2. How were those funds used? To what extent were the objectives achieved?

(200 words or less)

1. The funds were used in the operation of the Hilton Head Island Center's programs including the Island Ambassador Program, the Quality Management Initiative, the Volunteer Management Program, the Education Center and Finnegans Sharing Shack. In 2022, the Center taught 67 classes, including 1155 individual educational hours. The Center certified 331 Island Ambassadors. The Quality Management Initiative produced 45 reports and 16 presentations to hospitality partners ensuring quality standards were met for our guests. The Volunteer Management program provided 75 service-learning hours to community festivals. Independentsector.org valued those hours at \$2246. The Education Center was utilized as a resource to hospitality professionals featuring videos promoting our students and our hospitality partners. Finnegan's Sharing Shack completed its first full summer and recycled 1497 beach items during its first fiscal year. To date in fiscal year 2023, the Island Ambassador Program has taught 21 classes including 836 individual educational hours, certifying 268 Island Ambassadors. The Quality Management Initiative has produced 13 reports and 4 presentations ensuring high quality guest experiences. The Volunteer Management Program has provided 54 volunteer hours valued at \$1617.30. Finnegans Sharing Shack recycled 1466 beach items. It is set to reopen in May of 2023.

3. What impact did this have on the success of the organization and how did it benefit the community? (200 words or less)

The Island Ambassador Program places hospitality professionals who have been educated about Hilton Head Islands history, culture, and ecology in direct contact with our guests. It allows them to answer guest questions, encourage new adventures and share interesting facts about the Island. The standards set and measured by the Quality Management Initiative help the hospitality partners define a quality guest experience and then ensure their professionals meet or exceed those standards. The Volunteer Management Program is a win-win for

community festivals. The USCB students learn festival management and the festival organizers benefit from the innovative ideas and endless energy of the students. Finnegans Sharing Shack had an incredible first year saving 1497 items from the trash. In addition, it allowed USCB students to have positive interaction with Island guests, creating memorable experiences. These programs all ensure that guests to Hilton Head Island have exceptional experiences which result in return visits.

4. How does the organization measure the effectiveness of both the overall activity and of individual programs? *(200 words or less)*

1. Each program has metrics which measure their effectiveness. For the Island Ambassador Program, the Center measures the number of classes taught, the individual educational hours, and the number of certified Ambassadors. The Volunteer Management Program measures the number of students participating, the number of festivals attended, the number of service-learning hours, the value of the service-learning hours and estimates the funds raised for the local non-profits from the festivals attended. The Education Center is a community resource for the Center's hospitality partners. The Quality Management Initiative measures the number of reports created and presentations made. Finnegans Sharing Shack measures the number of beach items saved from the local trash and reused. The Center measures its overall success through the successes of its individual programs.

F. EXECUTIVE SUMMARY

Provide an executive summary using the Effectiveness Measurement spreadsheet provided or your own format. If creating your own format, please refer to the Effectiveness Measurement sample spreadsheet and use the criteria as a guideline. *(1300 words or less)*

An Effectiveness Measurement spreadsheet has been attached to this application.

Signature: Keri Olivetti

Title/Position: Director

Mailing Address: One Sand Shark Drive, Hilton Head Island, Sc 29928

Email Address: olivetti@uscb.edu

Phone Number: 843-338-6175



TOWN OF HILTON HEAD ISLAND

Finance & Administrative Committee

TO: Finance & Administrative Committee Members
FROM: Rich Groth, Procurement Officer
VIA: John Troyer, Finance Director
CC: Marc Orlando, Town Manager,
Joshua Gruber, Deputy Town Manager
DATE: February 9, 2023
SUBJECT: Follow-up to January 17th Meeting Regarding Consideration of Proposed Amendments to Provisions of Title 11, Chapter 1, of the Municipal Code for the Town of Hilton Head Island to Provide for a Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and a Corresponding Good Faith Effort Program

RECOMMENDATION:

Staff recommends that the Finance and Administrative Committee consider supporting amendments to the Town's procurement code that would incorporate a proposed Small and Minority-Owned Business Disadvantaged Enterprise ("SMBE") Utilization Plan and a corresponding Good Faith Effort Program. Adoption of these amendments would bring the Town's procurement code in line with best industry practices that have been identified in other peer communities and achieve increased SMBE participation within Town procurements.

BACKGROUND:

This matter was first discussed at the January 17th Finance and Administrative Committee Meeting, and based on questions from Committee Members, a Purpose Statement has been added to the proposed Utilization Plan, along with a brief description of the existing Local Vendor Preference program provided in Title 11, Chapter 1, of the Municipal Code.

SUMMARY:

To ensure that SMBEs within the Hilton Head Island community are afforded every opportunity to participate in the Town's procurement process, staff is recommending consideration of the revised proposed Small and Minority-Owned Business Enterprise Utilization Plan and a corresponding Good Faith Effort Program as attached.

ATTACHMENTS:

1. SMBE Utilization Plan
2. SMBE Good Faith Effort Program

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned Disadvantaged Businesses

Purpose Statement: The Town of Hilton Head Island is committed to inclusivity for: (a) “Local” businesses, (b) Small Business Enterprises, and (c) Minority Business Enterprises in its procurement process.

The Town’s Procurement Code currently provides a preference to any qualified local vendors meeting the criteria outlined in the Code with the primary criteria being that an office within the legally defined boundaries of the town and have a majority of full-time employees, chief officers and managers regularly conducting work and business from this office. Any vendor who is a certified Local vendor will have their bid/proposal price reduced for scoring/evaluation purposes only, by five percent (5%), not to exceed a maximum reduction of \$10,000.

The Town is also committed to ensuring that Small and Minority-Owned Disadvantaged Businesses enterprises (collectively SDBEs) are afforded every opportunity to fully and fairly participate in the Town’s procurement process for goods and services. Town’s SDBE Utilization Plan was developed for this purpose.

Utilization Plan for Small Business Enterprises (SBEs) and Minority Business Enterprises (MBEs).

- (A) Town Council finds and declares it to be in furtherance of sound procurement practices that all business entities be accorded a real and equitable opportunity to participate in Town procurements. Town Council further finds that it is in the best interests of the Town and its residents that a program be developed to ensure that small businesses and businesses owned and controlled by minorities have a real opportunity to compete for Town procurements to provide for a balanced and healthy economy and to foster open and competitive procurement within the Town.

- (B) There is hereby established a plan for the utilization of Small Business Enterprises (SBEs) and Minority Business Enterprises (MBEs) (collectively SDBEs), which plan shall be administered by the Procurement Officer or by such other individual(s) as the Town Manager may, from time to time, appoint. It shall be the responsibility of the Procurement Officer to formulate and publish the necessary rules, guidelines and to implement this plan so as to ensure that the benefits of this plan inure to SDBEs, provided however, that such rules and regulations shall be submitted to Town Council for approval. The Procurement Officer shall also be charged with compiling, updating and distributing a directory of available SDBEs for use by Town personnel in achieving the goals of this plan, and further, shall formulate and publish guidelines to be utilized by the Town in assessing whether a procurement qualifies as a SDBE

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned Disadvantaged Businesses

procurement. Further, the Procurement Officer shall compile data regarding the level of participation in Town procurements by SMBEs and present them to Council upon request for analysis of the program.

- (C) As utilized herein, the following terms shall have the meaning as designated, to wit:
- (1) *Controllable dollars* means funds other than those budgeted for salaries of employees, fringe benefits, utility expenses, rents, taxes and any items which may be procured only from special identified sources.
 - (2) *Construction* means the process of building, altering, repairing, improving or demolishing any public structure, building or roadway, or any other improvement of any kind to any public real property. Construction does not include the routine operation, repair or maintenance of existing structures, buildings or real property or any such routine work undertaken by Town employees on public property.
 - (3) *A minority business enterprise (MBE)* shall mean a business enterprise that is verified by the Procurement Officer, or by such other individual(s) as the Town Manager may, from time to time, appoint, to have a valid MBE certification from any federal, state or local governmental entity.
 - (4) An *emergency purchase* is a procurement undertaken from a sole source where circumstances require an immediate procurement to protect the physical well-being of the public or of any Town employee, or where the appropriate and efficient functioning of government is threatened without such purchase.
 - (5) *Procurement* means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction.
 - (6) *Services* means furnishing of labor, time or effort by one who is not under the regular employ of the Town. This term includes "professional services," but does not include employment agreements or collective bargaining agreements.
 - (7) *Minority individual* is presumed to include, which presumption may be rebutted, a citizen of the United States (or lawfully admitted permanent residents) who is a Black African American, Hispanic American, Native American, Asian American, or Indian American; provided however, that the Town may, on a case-by-case basis, determine

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned Disadvantaged Businesses

that an individual who is not a member of any of the aforementioned groups is a minority.

- (8) *Supplies* means property including, but not limited to, equipment, materials, printing, and the like, but excluding land or a permanent interest in land.
 - (9) *A small business enterprise (SBE)* shall mean a business enterprise that is verified by the Procurement Officer, or by such other individual(s) as the Town Manager may, from time to time, appoint, to have a valid SBE certification from any federal, state or local governmental entity.
- (D) (1) In any procurements sought through public advertisement, the Procurement Officer shall proactively solicit SMBEs utilizing known and available listings of certified SBEs and certified MBEs maintained by the Town, and/or any federal, state or local governmental entity.
- (2) In construction procurements sought through public advertisement, offerors shall be required to complete and submit the documentation required by the Town's SMBE Good Faith Effort Program, whereby the offeror shall either: (a) attest that they will be 100% self-performing, or (b) if utilizing subcontractors, provide the necessary documentation summarizing the offeror's good faith efforts to include SMBEs in their bid/proposal.
- (3) In all other procurements, except emergency procurements, it shall be the responsibility of the Procurement Officer to make affirmative efforts to ensure that SMBEs are provided an equal opportunity to compete for, or participate in Town procurements. On an annual basis, the Procurement Officer, other than for emergency procurements, shall submit to the Town Manager (or his/her designee) the following information:
- a. The total number of procurements awarded;
 - b. The total monetary value of procurements awarded;
 - c. The type of procurements awarded;
 - d. The total monetary amount of the procurements awarded to SMBEs;
 - e. The percentage of total combined Town procurements awarded to SMBEs.

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned Disadvantaged Businesses

- (E) The Town Manager shall report to Town Council annually, the percentage of total combined Town procurements awarded to SBEs and MBEs and a description of the procurement categories represented thereby. Such reports shall be utilized to assist Town Council in evaluating the effectiveness of its attempts to ensure that all businesses have an opportunity to participate in the Town's procurement program and in establishing reasonable and realistic goals for the program.

- (F) Nothing herein shall be construed as having established any set-aside for any group for any procurement or as having bound the Town or any department thereof to accept any procurement offer not in its best interests.

Town of Hilton Head Island Good Faith Effort Program for Small and Minority Business Participation



**PLEASE REVIEW THIS SECTION CAREFULLY,
PAYING PARTICULAR ATTENTION TO “PRE-AWARD
DOCUMENTS” DUE WITH THE BID/PROPOSAL, .
THE “GOOD FAITH EFFORTS CHECKLIST”,
AND EXHIBITS 1-3.**

**FAILURE TO FOLLOW THE PROGRAM REQUIREMENTS
AND/OR FURNISH THE REQUESTED DOCUMENTS MAY
RESULT IN THE REJECTION OF YOUR BID/PROPOSAL.**

Small and Minority Business Participation Program Documents Overview*

PRE-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
1	Program Overview	n/a
2	Self-Performance Affidavit Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal only if self-performing 100%.
If Not 100% Self-Performing, Items 3-8 Below Must Be Completed and Submitted With Your Bid or Proposal		n/a
3	Good Faith Efforts Checklist Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	Due with bid/proposal.
4	Good Faith Agencies Distribution List Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies due with bid/proposal.
5	Outreach Written Notice Example Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses due with bid/proposal.
6	Non-Discrimination Statement – Exhibit 1 Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Town of Hilton Head Island procurement process.	Due with bid/proposal.
7	Outreach Documentation Log – Exhibit 2 Documents solicitation efforts to obtain small and minority business participation for this project.	Due with bid/proposal.
8	Proposed Utilization Plan – Exhibit 3 Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	Due with bid/proposal.
POST-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
9	Compliance Efforts This document indicates the actions required of the offeror to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	Monthly Compliance Status Report – Exhibit 4 Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder’s List Questionnaire. For a current list of South Carolina DBE firms, please visit www.scdot.org and go to “Doing Business with SCDOT”, then see “Office of Business Development and Special Programs” and click on “DBE Directory”. Likewise, any USDA and/or HUD requirements must be met in addition to Town of Hilton Head Island’s requirements.

PROGRAM OVERVIEW

Introduction

The Town of Hilton Head Island (Town) recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35- 5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned disadvantaged businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, the Town wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, the Town seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to the Town's "**Small and Minority Business Participation Program**".

Definitions

Small Business means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. The Town refers to these businesses as **Small Business Enterprises** or "**SBEs**".

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Town Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. The Town refers to minority businesses as **Minority Business Enterprises** or "**MBEs**".

Small and Minority Business Enterprises will be abbreviated as "SMBEs".

Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit SMBEs and (2) **Post-Award "Compliance Efforts"** of its labors to utilize SMBEs, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: _____

Bid/Proposal Number: _____

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by the Town of Hilton Head Island in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Town of Hilton Head Island Procurement Office in writing within three (3) business days.

Name of Company

Authorized Representative Name

Signature

Title

Date

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____ My Commission Expires: _____

GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

Pre-award efforts include the following “good faith efforts” for Contractors intending to use subcontractors, or the bid/proposal may be rejected.

If using subcontractors, return this page (and required supporting documents) with your bid/proposal.

- Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- You can find directories of SMBEs by going to the following websites:
<http://dbw.scdot.org/dbesearch/DirectoryQuery.aspx>
<https://osmba.sc.gov/directory.html>
- Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential SMBEs **and** (2) “good faith agencies”:
 - ✓ The written notice should contain the Contractor’s name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor’s company policy regarding insurance, bonding, and financial requirements, if any.
- Submit with the bid/proposal, copies of the written notice sent specifically to SMBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Submit with the bid/proposal, copies of the written notice sent specifically to the “good faith agencies”, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
 - ✓ Exhibit 1: Non-Discrimination Statement
 - ✓ Exhibit 2: Outreach Documentation Log
 - ✓ Exhibit 3: Proposed Utilization Plan

The undersigned acknowledges making a good faith effort to comply with the above areas checked:

Name of Company

Authorized Representative Name

Signature

Title

Date

GOOD FAITH AGENCIES DISTRIBUTION LIST

Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail OR e-mail the notice.

Submit notice copy with the bid/proposal. copies of the written notices sent to these agencies.

- Beaufort County Black Chamber of Commerce**
Attention: Mr. Larry Holman, President
711 Bladen Street
Beaufort, SC 29902
EMAIL: president@bcbcc.org

- Beaufort Regional Chamber of Commerce**
Attention: Ms. Susan Fogelman, Director of Membership
Post Office Box 910
Beaufort, SC 29901
EMAIL: Susan@BeaufortChamber.org

- Hilton Head Island-Bluffton Chamber of Commerce**
Attention: Ms. Michelle Pivik, Director of Membership
Post Office Box 5647
Hilton Head Island, SC 29938
EMAIL: michelle@hiltonheadisland.org

- SCDOT Disadvantaged Business Enterprise Program**
Attention: Mr. Greg Davis
955 Park Street
Columbia, SC 29201
EMAIL: davisg@scdot.org

- Small Business Administration**
Attention: Ms. Angela Brewer
1835 Assembly Street, Suite 1425
Columbia, SC 29201
EMAIL: angela.brewer@sba.gov

OUTREACH WRITTEN NOTICE EXAMPLE

Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.

You may mail OR e-mail the notice.

Submit all notices with the bid/proposal. Copies of the written notices sent to these agencies.

No Name Company
Post Office Box 1234
Any Town, US
(123) 555-7777 Telephone
(123) 555-8888 Fax

Example

Date

Subcontractor Company Name
Subcontractor Mailing Address
Subcontractor City, State, Zip

Dear Subcontractor Company Name:

No Name Company is pursuing work with the Town of Hilton Head Island, South Carolina and intends to submit a bid/proposal for Town IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- Describe Bid Package 1
- Describe Bid Package 2
- Describe Bid Package 3
- Etc...

Plans and specifications are available at our office and at _____ and _____.

It is the policy of No Name Company that _____ (state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.)

The IFB/RFP closing date is _____ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than _____ pm.

If you have any questions, please contact Mr. /Ms. _____ at our company.

We look forward to hearing from you.

Sincerely,

Title
No Name Company

Sign below and return this page with your bid/proposal.

EXHIBIT 1
Non-Discrimination Statement

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to the Town of Hilton Head Island or the performance of any contract resulting thereof;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Town of Hilton Head Island contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with the Town of Hilton Head Island;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Town of Hilton Head Island to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Authorized Representative Name

Signature

Title

Date

Return this page with your bid/proposal

**EXHIBIT 2
Outreach Documentation Log**

Bidder/Proposer Name: _____

IFB/RFP No.: _____

IFB/RFP Date: _____

Project Name: _____

LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION
(Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of SMBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)

The undersigned proposes to enter into a formal agreement with the SMBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with the Town of Hilton Head Island.

Name: _____ Signature: _____ Title: _____

Return this page with your bid/proposal

**EXHIBIT 3
Proposed Utilization Plan**

Bidder/Proposer Name: _____

IFB/RFP No.: _____

IFB/RFP Date: _____

Project Name: _____

LIST INFORMATION FOR THE SMBEs YOU INTEND TO UTILIZE
(Use additional sheets if necessary and mark "Exhibit 3 Attachment")

Name of SMBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount

Total Anticipated Small Business Enterprise Participation Dollar Value: \$ _____

Total Anticipated Minority Business Enterprise Participation Dollar Value: \$ _____

The undersigned proposes to enter into a formal agreement with the SMBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with the Town of Hilton Head Island.

Name: _____ Signature: _____ Title: _____

COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (SMBE) commitments made in conjunction with the “Pre-Award Good Faith Efforts”, unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Town of Hilton Head Island Procurement Office must be notified in writing within ten (10) business days for discussion and approval. No Contractor shall enter into an agreement with any SMBE that would in any manner limit the SMBE from selling or acting as a subcontractor to any other party.

The Town of Hilton Head Island shall have the right to inspect the Contractor’s records related to activity and expenditures to SMBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Town of Hilton Head Island personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Town of Hilton Head Island staff, including, but not limited to the Procurement Officer.

“Post-Award Compliance Efforts” require the Contractor to not only provide monthly reports regarding activity and expenditures to SMBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The “Monthly Compliance Status Report” must be submitted to the Procurement Office until the project ends, by the fifth (15th) day, reflecting the activity of the previous month.

All questions regarding “Post-Award Compliance Efforts” should be directed to the Procurement Office via e-mail at richg@hiltonheadislandsc.gov or (843) 341-4711.

EXHIBIT 4



MONTHLY COMPLIANCE STATUS REPORT

Small and Minority Business Participation

Completed reports must be submitted by mail or email as follows:
 Town of Hilton Head Island
 Procurement Office
 One Town Center Court
 Hilton Head Island, SC 29928
 E-Mail: richg@hiltonheadislandsc.gov

Prime Contractor Name: _____

Project Name: Monthly Final

Type of Report: _____

Report Number: _____

For the Period Of: _____

Until the project ends, the Prime Contractor shall submit monthly reports to the Procurement Office by the 15th of each month, reflecting activity of the previous month.

Original Prime Contract Amount:
Change Orders to Date:
Current Prime Contract Amount:

Name of S/MBE	Firm Type	Quote Amount	Date of Contract/PO	Dollar Amount of Actual Contract/PO	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

SBE Expenditure to Date: _____

MBE Expenditure to Date: _____

SMBE Total Expenditure to Date: _____

I certify that contracts/purchase orders have been executed with the above firms, amounts listed are accurate, and payments were made in accordance with contractual obligations. Cancelled checks to S/MBEs working on this project and/or supporting documentation for the information presented in this report will be made available to Town of Hilton Head Island officials upon written request.

Name: _____ Title: _____

Signature: _____ Date: _____



TOWN OF HILTON HEAD ISLAND

Finance & Administrative Committee

TO: Finance & Administrative Committee
FROM: John M. Troyer, *Director of Finance*
VIA: Marc Orlando, *ICMA-CM, Town Manager*
CC: Josh Gruber, *Deputy Town Manager*
DATE: March 9, 2023
SUBJECT: Preliminary Review and Discussion of the Marketing Plan and Budget for the Destination Marketing Organization

RECOMMENDATION:

Staff recommends the Finance & Administrative Committee have a preliminary discussion with the Town's DMO prior to the required submission of the marketing plan and budget in the spring.

BACKGROUND:

According to State law, 30% of the two percent bed tax funds collected by the State of South Carolina is allocated to the pre-determined Destination Marketing Organization with an ongoing tourist program, which the Town Council has designated the VCB. On or by April 1 of each year, Town Code requires the VCB's proposed budget and marketing plan be submitted to the Accommodations Tax Advisory Committee (ATAC) to review and make a recommendation to Town Council for final approval.

SUMMARY:

The purpose of this discussion is to provide an opportunity for Town Council through its Finance & Administrative Committee to discuss expectations for the VCB and to discuss the upcoming plans and vision for the Fiscal Year 2024-2025 marketing plan and budget prior to the required submission in the spring. The goal is to have open dialogue with the VCB to garner the clarity of purpose and consensus that the Town strives for.

ATTACHMENTS:

1. HHI-Bluffton Chamber of Commerce Contract

STATE OF SOUTH CAROLINA)	
)	CONTRACT FOR
COUNTY OF BEAUFORT)	PROFESSIONAL SERVICES

This Contract for Professional Services (the“Contract”) is made by and between The Town of Hilton Head Island, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina (herein, the “Town”) and the Hilton Head Island-Bluffton Chamber of Commerce, Inc., a nonprofit corporation existing under the laws of the State of South Carolina (herein, the “Chamber”).

Whereas, S. C. Code Ann. § 12-36-920 (A)(Supp. 2020), authorizes the imposition of a Seven (7%) “Accommodations Tax” on proceeds derived from the rental of accommodations to transients; and,

Whereas, S. C. Code Ann. § 12-36-2630 (3)(Supp. 2020), divides the Seven (7%) “Accommodations Tax” so that a Two (2%) Accommodations Tax is allocated to the political subdivision where the Accommodations Tax was collected, and Chapter 4 of Title 6 of the South Carolina Code governs the use of the Two (2%) Per Cent Accommodations Tax; and,

Whereas, S. C. Code Ann. § 6-4-10 (3)(Supp. 2020) requires thirty per cent of the Accommodation Tax received by the Town be allocated to a nonprofit corporation and allocated to a special fund (herein, the “Thirty Per Cent Fund”) used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity; and,

Whereas, S. C. Code Ann. § 6-4-10(3)(Supp. 2020), requires the Town to select a recipient of the Thirty Per Cent fund, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist

promotion program; and,

Whereas, the Thirty Per Cent Fund is not part of the general fund of the Town and it must be allocated and used as required by S. C. Code Ann. § 6-4-10(3)(Supp. 2020); and,

Whereas, nonprofit corporations are formed and governed pursuant to the South Carolina Non Profit Act (herein, the “Act”) and the Act requires the corporation to be governed by a Board of Directors; and,

Whereas the promotion of a destination is a public good for the benefit and well-being of the community and is an investment in a community’s present and future economic and social well-being; and,

Whereas, through the promotion of tourism, the Chamber builds community, strengthens a value-added economy, and provides opportunities for people and businesses; and,

Whereas, the Town believes that community trust and goodwill, essential to community engagement, will be derived through a contract that assures regulatory compliance, financial accountability, transparency, and alignment with broader community goals and aspirations; and,

Whereas, the Town previously issued a Request for Qualifications (RFQ)for third party entities to bid to become the Town’s Designated Marketing Organization, said process followed local and state procurement requirements, and the Chamber was selected from the qualified bidders; and,

Whereas, the Chamber believes that entering into a contract with the Town is its best interest and will provide for improved long-term planning; and,

Whereas, the Chamber has been the recipient of the Thirty Per Cent Fund for a

period of years and has demonstrated good stewardship of the Thirty Per Cent Fund, and has demonstrated effective programs in aid of its obligation to utilize the Thirty Per Cent Fund for the promotion of tourism to develop and increase tourist attendance through the generation of publicity.

Now, Therefore, for and in consideration of the mutual performance of the obligations of the Chamber and the Town set out in this Contract, the sufficiency of which is acknowledged, the Chamber and the Town agree as follows:

1. The above recitals are incorporated herein:

2. Appointment of Chamber as Designated Marketing Organization:

The Town hereby appoints the Chamber as its “Designated Marketing Organization” (herein, the “DMO”), in accordance with S. C. Code Ann. § 6-4-10(3)(Supp. 2020) .

3. Mutual Compliance with Laws:

The Town and the Chamber agree that each of them shall adhere to and comply all applicable laws which govern their respective entities, including those governing the allocation and use of the Thirty Per Cent Fund.

4. Chamber Obligations:

4.1 As the DMO, the Chamber shall manage and direct the expenditure of the Thirty Per Cent Fund. The Chamber shall also be eligible to apply for annual supplemental grants from the accommodations tax pool and from the emergency reserve fund established by the Town. Any and all public funds received by the Chamber from the Town shall be subject to the auditing and reporting requirements of this Contract.

4.2 DMO Standard:

The Chamber and the Town agree that Destinations International (herein, “DI”) is

the industry leader in setting standards and accreditations with regard to destination and/or designated marketing organizations. The Chamber agrees that it shall adopt policies and procedures and operate in a manner which satisfies the applicable standards set forth by DI under their categories of governance, finance, human resources, technology, marketing, visitor services, group services, sales, communications, membership, management and facilities, brand management, destination development, research and marketing intelligence, innovation, and stakeholder relationships with the goal of receiving accreditation by DI. The Chamber shall maintain accreditation with DI. The Chamber has and shall maintain its four star accreditation from the United States Chamber of Commerce during the term of this Contract.

4.3 Process:

The Chamber shall submit a budget (herein, the "Budget") of planned expenditures for the Thirty Per Cent Fund and a Marketing Plan (herein, the "MP") for each fiscal year. The MP shall be recommended by the Chamber's Marketing Council and the MP and the Budget shall be approved by the Board of Directors of the Chamber. The Town may elect to have one staff member and one Town Council member to participate as ad hoc members of the Marketing Council provided the individual agrees to all policies and procedures which apply to the Chamber's Board of Directors. The Chamber makes no representation or assurance that the individual who participates on the Marketing Council will be covered with the Chamber's Directors and Officers' liability insurance. The Budget and MP will then be submitted to the Town's Accommodations Tax Advisory Committee (herein, the "ATAC") for review and recommendation. Upon the recommendation by the ATAC, the Budget and MP shall be forwarded to the Town Council for review and approval. The ATAC and the

Town shall make all reasonable efforts to provide review and approval in a timely manner since private funds, state funds, and placement of public relations and marketing programs are dependent on meeting deadlines. The Chamber shall submit the Budget and MP to the Town on or before April 30th after the applicable fiscal year end.

4.4 Annual Audit:

The Chamber agrees to provide an independent auditor's report to the Town on an annual basis with regard to each of its fiscal years, (July 1st, through June 30th,) during the term of this Contract. The audit shall be delivered to the Town by November 15th following the applicable fiscal year end.

4.5 Audit and Auditor Standards:

The following standards shall apply to the audit and/or the auditor:

- a) The audit shall be conducted in conformity with the statements, rules, policies, and procedures set forth by the American Institute of Certified Public Accountants, (herein, "AICPA").
- b) The audit shall be performed in accordance with generally accepted auditing standards, (herein, "GAAS").
- c) The auditor must comply with all applicable statements on auditing standards, ("SAS") that are issued by the Auditor's Standing Board of the AICPA.
- d) The auditor must maintain malpractice insurance in an amount equal to at least One Million and No/100 (\$1,000,000.00) Dollars.
- e) The auditor must provide evidence of successful completion of the peer review process approved by the AICPA.

4.6 Additional Requirements:

To promote the Chamber's ongoing commitment to transparency in connection with the receipt and expenditure of the Thirty Per Cent Fund, and to promote the Chamber's ongoing good stewardship of the Thirty Per Cent Fund, the audit shall also show:

a) Expenses from the Thirty Per Cent Fund are reported by expense type, were reviewed, tested and reported by the Auditor for compliance with the requirements S.C. Code Ann. § § 6-4-10(3)(Supp. 2020), and subsections (a) and (b) of this Section 3.4. The auditor will certify the money from the Thirty Per Cent Fund was used exclusively for the advertising and promotion of tourism and to develop and increase tourist attendance through the generation of publicity for the Town, all in accordance with S. C. Code Ann. §§ 6-4-10(3)(Supp. 2020) and this contract.

In addition to the annual audit as described above, the auditing firm will perform a separate Agreed-Upon Procedures examination covering the same period as the audit. That Agreed-Upon Procedures examination will include the following:

- (i) The Auditor will conduct a sampling of one hundred (100%) percent of all payments and paid invoices in amounts equal to or greater than Ten Thousand and No/100 (\$10,000) Dollars, and;
- (ii) The auditor will conduct a random sampling of fifty five (55%) per cent of all payments and paid invoices in amounts equal to or greater than Five Thousand and No/100 (\$5,000) Dollars, and;
- (iii) The auditor will conduct a random sampling of five (5%) per cent of all payments and paid invoices in amounts less than Five Thousand and No/100 (\$5,000) Dollars.

b) The audit shall show:

i) DMO Revenue, which shall include only the Thirty (30%) percent fund allocated by the Town.

ii) The Thirty Per Cent Fund allocated by the Town shall be shown separately from any other revenue of the Chamber or any other Thirty Per Cent Fund allocated from any other source, including the Town of Bluffton, South Carolina, and Beaufort County, South Carolina.

iii) All DMO expenses made from the Thirty Per Cent Fund shall be shown separately from expenses of the Chamber of any other revenue or Thirty Per Cent Fund allocated from any other source, including the Town of Bluffton, South Carolina, and Beaufort County, South Carolina.

(iv) All DMO expenses made from the Thirty Per Cent Fund shall be shown separately from expenses of the Chamber of any other revenue or Thirty Per Cent Fund allocated from any other source, including the Town of Bluffton, South Carolina, and Beaufort County, South Carolina.

4.7 Auditor:

The Chamber agrees that it will cause its Finance Committee to interview other auditing firms no less frequently than every five (5) years. The Town may appoint one town staff member, with relevant experience or expertise, and one member of Town Council, to participate with the Chamber's Finance Committee during this process. Town Council members may participate in this auditor review process on an ad hoc basis. The Chamber makes no representation or assurance that the individual who participates on the Marketing Council will be covered with the Chamber's Director's and Officer's liability insurance.

4.8 Tax Returns:

To promote the Chamber's ongoing commitment to transparency the federal and state tax returns for the Chamber shall be prepared and filed by a tax professional that must

execute the returns as a tax preparer as defined by the Internal Revenue Code, the South Carolina tax code, and/or their regulations. This requirement will ensure that such professional tax return preparer is subject to all penalties set forth in the Internal Revenue Code or the South Carolina code concerning tax preparers. Copies of said tax returns shall be provided to the Town once they are filed.

4.9 DMO Report:

S. C. Code Ann. § 6-4-10(3)(Supp. 2020) requires the Chamber to produce and deliver to the Town a report for each fiscal year for the Designated Marketing Organization division of the Chamber (herein, the “DMO Report”). The Report shall be delivered to the Town by November 15, after the applicable fiscal year.

(a) The DMO Report shall provide an overview of the DMO’s activities and production for the year, and shall include survey results, tourism metrics, and reports detailing:

- (i) Visitor and Resident satisfaction;
- (ii) Revenue per available room (REVPAR);
- (iii) Occupancy rates;
- (iv) Visitor spending studies;
- (v) Return on investment for visitor spending per dollar of investment;
- (vi) Local tax revenues generated by visitors;
- (vii) Number of visitors;
- (viii) Number of referrals made to area businesses and number of website;
- (ix) Hits and click through(s) made to area businesses
- (x) Numbers related to mail fulfillment and other contacts;

- (xi) Industry awards received for marketing public relations efforts;
- (xii) Number of jobs created by tourism;
- (xiii) Events held and participation events by Chamber members;
- (ixv) Update on its public relations efforts to include the number of media
- (xv) Impressions and the dollar equivalent for media impressions

The Chamber and the Town acknowledge that the metrics and/or reports may change from time to time based upon best practices, available funding, and the goals set forth in the MP.

(b) The Town shall review the DMO Report and evaluate the performance of the DMO. The evaluation shall consider the above survey results, metrics, and reports, collectively, and shall be compared with peers and other factors that affect the tourism industry such as the state of the economy, weather, pandemics, condition of lodging properties, etc.

(c) If the Town determines the Chamber has underperformed, it shall retain an industry recognized expert that has been recommended by DI (herein, the “Expert”) to confirm its determination and to recommend strategies and policies to cure the deficiencies which has created the under performance (herein, the “Cure Plan”), within sixty (60) days. In such event, the Chamber shall cooperate with the Town Council and the Expert to implement the Cure Plan. If, after one year from the date of the delivery of the Cure Plan, the Town Council, after consultation with the Expert, determines the implementation of the Cure Plan has not occurred, the Town shall have the right to terminate this Contract by written notice, said termination to be effective sixty (60) days after said notice is given.

5.0 Inspection Rights:

The Town Manager (or a designee that satisfies the same standard to interview auditors as set forth in Section 4.7), or a representative from the Town's Finance and Administration Committee (who also satisfied the same standard to interview auditors as set forth in Section 4.7) may, upon reasonable notice, inspect the necessary financial records, including third party invoices, of the Chamber in order to verify compliance of the Report in all material respects. This inspection right shall not be exercised more than twice in each fiscal year, unless otherwise agreed by the parties.

6.0 Chamber Warranties and Representations:

6.1 The Chamber warrants and represents that it has all necessary licenses and consents required for the Chamber to enter into and fully perform this Contract.

6.2 The Chamber warrants and represents to perform all tasks required under this Contract with a degree of skill and care of reputable organizations of the same profession in South Carolina.

6.3 The Chamber warrants and represents to properly withhold from all wages, commissions, salaries, and fees paid by Chamber to third parties or employees, agents, or sub-contractors of Chamber, all amounts required by state or federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

6.4 The Chamber warrants and represents that the MP shall include a "Cornerstone Plan" which engages the community, with public relations, education, and social media strategies.

6.5 The Chamber covenants and represents the DMO Report shall include as exhibits the

prior years' calendar of events and a five (5) year dashboard of year over year survey results and tourism metrics.

6.6 The Chamber warrants and represents to maintain the website "www.ThinkHiltonHeadIsland.org," and to post five (5) years of audits and tourism metrics as historically reported.

6.7 The Chamber warrants and represents that it will comply with all state accommodation tax laws in administering the Thirty Per Cent Fund.

6.8 The Chamber warrants and represents that DMO revenue, less expenses, derived from DMO non programming activities to accrue for the benefit of the DMO.

6.9 The Chamber acknowledges that its role as the DMO recipient and end user of the Thirty Per Cent Fund is a separate and distinct component within the Chamber of Commerce, and is separate and distinct from the Chamber's role as the DMO and recipient and end user of any promotional funds through any other government entity. The Chamber agrees that the Thirty Per Cent Fund shall be accounted for separately from any other funds of the Chamber, or any other Accommodations Tax Fund administered by the Chamber.

6.10 The Chamber warrants and represents that allocations to and expenses from the Thirty Per Cent Fund shall be received, used, and reported in compliance with the requirements of S. C. Code Ann. § 6-4-10 (Supp. 2020), and this Contract.

7. Town Warranties and Representations:

7.1 The Town warrants and represents that it will comply with S. C. Code Ann. § 6-4-10 (Supp. 2020) in allocating the Thirty Per Cent Fund to the Chamber and other non-profit corporations.

7.2 The Town warrants and represents that it shall comply with all such laws and

procedures in a manner not to discriminate against other non-profit corporations.

7.3 The Town warrants and represents that it shall cause the Thirty Per Cent Fund to promptly be allocated to the Chamber as required by S. C. Code Ann. § 6-4-10 (Supp. 2020) in order for the Budget and MP to be implemented.

7.4 The Town warrants and represents not to disturb, violate, request to be violated, any laws, loan covenants, policies and procedures, including but not limited to, all federal and state laws, and the South Carolina Non-Profit Act which affect the Chamber.

7.5 The Town warrants and represents the Town has lawful authority required under State law and Town's ordinances to enter into and perform this Contract.

8.0 Term:

Because the current fiscal year's budget and MP are in the process of being approved, this Contract shall be effective as of the 1st day of December 1st, 2020, and shall continue for a period of five (5) years and (herein, the "Term"), unless terminated as herein provided. At the conclusion of the fourth year of the Term, the Town will issue a RFQ for destination marketing services to be effective December 1, 2025, and will review any and all responses from qualified non-profit organizations, including the Chamber.

9.0 Termination:

9.1 The parties may agree, at any time, to terminate this Contract.

9.2 Except as is set out in Section 4.9, if the Performance Standards and other obligations of the Chamber have not been complied with in all material aspects as determined by DI, the United States Chamber of Commerce, or the Town, the Town shall provide written notice to the Chamber of the deficiency and the Chamber shall have one hundred eighty (180) days to cure the deficiency. If the deficiency is not cured, the Town

may terminate this Contract by providing ninety (90) days written notice to the Chamber. In addition, the Town shall have the right to terminate the Contract by providing ninety (90) days' notice if the auditor or DI determines fraud has occurred in the operation of the Chamber.

8.3 With respect to the failure of the Chamber to meet the Performance Standards set forth in Section 4.0 above, the termination process set forth in Section 4.9 shall govern.

8.4 The Chamber may terminate this Contract by giving six (6) months advance written notice.

9. Other Terms:

9.1 Headings:

Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, not any other provision of this Contract.

9.2 Notices:

All notices to the Town or to the Chamber in connection with this Contract shall be in writing, and sent as follows:

To the Town:

Town of Hilton Head Island, South Carolina
Attn: Town Manager
One Town Center Court
Hilton Head Island, SC 29928

To the Chamber:

Hilton Head Island-Bluffton Chamber of Commerce, Inc.
Attn: William G. Miles, President & CEO
1 Chamber of Commerce Drive
Hilton Head Island, SC 29928

9.3 Form of Notice:

All notices required or permitted under this Contract shall be sent Certified mail with signature required or may be hand delivered to the addresses shown in paragraph 9.2, listed above.

9.4 Merger, Amendment, and Waiver:

This Contract contains all the terms of all agreements, oral or written, between the Chamber and the Town, and is the only document containing all such terms. This Contract merges all prior discussions, negotiations, contracts, agreements, and understandings between the Town and the Chamber concerning the subject matter of this Contract. This Contract may only be amended or varied by a written instrument signed by a duly authorized signatory of the Town and the Chamber. Forbearance by the Town from enforcing strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle the Chamber to rely upon such forbearance in the future.

9.5 Independent Contractor Status:

The Chamber shall not, by entering into this Contract, become a servant, agent, or employee of the Town, but shall remain at all times an independent contractor. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between the Chamber and the Town, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9.6 No Third Party Beneficiaries:

The Town and the Chamber affirmatively represent that this Contract is made solely for the benefit of the parties hereto and their respective successors and assigns and not for


the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

9.6 Attorney's Fees, Dispute Resolution:

In the event of an arising dispute between the parties, the prevailing party in any dispute shall be entitled to an award of all reasonable attorneys' fees, costs, including the cost of appeal, if any.


In Witness Whereof, The Town of Hilton Head Island, South Carolina and the Hilton Head Island-Bluffton Chamber of Commerce, Inc., have caused their duly authorized officers and representatives to execute this Contract as of this ____ Day of October, 2020.

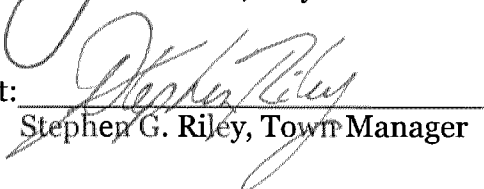
THE HILTON HEAD ISLAND - BLUFFTON
CHAMBER OF COMMERCE, INC.

By: 
William G. Miles

Its: President & CEO

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: 
John J. McCann, Mayor

Attest: 
Stephen G. Riley, Town Manager



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Finance & Administrative Committee Members
FROM: Joshua Gruber, Deputy Town Manager
CC: Marc Orland, Town Manager
DATE: March 14, 2023
SUBJECT: Intergovernmental Agreement Between the Town of Hilton Head Island and Beaufort County for the Collection of Library and Traffic Impact Fees

RECOMMENDATION:

The Finance and Administrative Committee review the proposed Intergovernmental Agreement (IGA) with Beaufort County for the continued collection of Library and Transportation Impact Fees, and if supported, recommend that the Town Council approve such Agreement.

Additionally, staff recommends that in lieu of continuing discussions with Beaufort County pertaining to the collection of parks and recreation impact fees, that the Committee recommend to Town Council that it focus its efforts on the transfer of certain parcels from Beaufort County to the Town that, if successfully accomplished, would eliminate the need for an IGA with Beaufort County for the collection of parks and recreation impact fees.

BACKGROUND:

Beaufort County adopted Ordinance Number 2006-24 which provided for the imposition and collection of development impact fees in the areas of libraries, parks and recreation, and transportation. Because the service area for these impact fees included the incorporated areas of Hilton Head Island, it was necessary for the Town and the County to enter an IGA for the Town to collect these fees on the County's behalf and to describe how these collected funds would be distributed and/or utilized. This Agreement was memorialized by the County and the Town via its mutual adoption of Ordinance 2007-19.

The South Carolina Development Impact Fee Act requires that periodic updates be made to the calculation of a local government's development impact fees to remain compliant with the intent of the Act. Beaufort County undertook an update of its impact fees in 2019 and produced a report from Tischler Bise that reviewed the need for additional capacity improvements relative to growth expectations and recalculated the various impacts for each of the County's different service areas.

For the County's impact fees to continue to be collected within the municipal limits of the Town, it is necessary that the County and the Town enter an IGA that will outline the roles and responsibilities of each entity as it pertains to the collection of these fees. An analysis of the recommendations in this regard pertaining to each of the development impact fees that are currently being collected are outlined further on within this Memorandum.

This matter was brought before the Town Council at its meeting on November 1, 2022. During that meeting several questions were raised regarding various aspects of the proposed IGA and a motion was adopted to remand this matter back to the Finance and Administrative Committee for further review and discussion. Those questions, and staff's responses thereto, are as follows:

1. **Question:** How will the Impact Fees be collected to ensure that local citizens and businesses can pay these fees in a easy and convenient manner?

Response: To ensure that local citizens and business will only need to go to one place in order to obtain their development permit fees as well as paying their requisite impact fees, the Town will continue to assess and collect the library and transportation impact fees on behalf of Beaufort County as is currently being performed.

2. **Question:** How will the Capital Improvement Plan (CIP) projects identified within the proposed Facilities improvement list be prioritized for receiving impact fee funding?

3. **Response:** Pursuant to Section 6-1-1020 of the South Carolina Development Impact Fee Act, all impact fees must be allocated within three years of the date they were scheduled to be expended on a first-in, first-out basis or must refunded to the person who paid such impact fee. Because of this requirement, and because of the dynamic nature of capital improvement projects, the prioritization of impact fee improvements has been proposed to be done on a three-tier basis. The first tier would consist of those projects identified within the adopted CIP that have completed all necessary engineering and design work and would otherwise be considered as "shovel ready." The second tier would consist of those projects that are currently under development and have begun some level of design or engineering work. The third tier would consist of those projects that have not yet been undertaken in any manner. The use of this tiered system in determining prioritization for impact fee funding will ensure that the funds that have been collected are expended within a timely manner as required by the Impact Fee Act.

4. **Question:** How will the continuation of collecting development impact fees effect workforce and affordable housing?

Response: Section 6-1-970 of the South Carolina Development Impact Fee Act states that all or a portion of new development for affordable housing can be exempted from having to pay an impact fee if the project does provide housing that

is at or below 80% of the local area median income and the proportionate share of system improvements is funded from a revenue source other than development impact fees.

Beaufort County's Ordinance adopting the development impact fees states that a discount for all single-family and "all other types of housing units" shall be based on the table below:

Area Medium Income	(AMI) Impact Fee Discount
Under 60%	100%
60% to 80%	60%
Over 80%	0%

Beaufort County's Ordinance goes on to further state that all development impact fees may be subsidized by the County, as long as funds are available in the Beaufort County Affordable Housing Fund, up to the percentage outlined above based upon the application AMI ranges for that particular affordable housing project. If the project is under 60% AMI, it can have 100% of the calculated impact fees subsidized by Beaufort County. If the project is between 60% and 80% AMI, it can have 60% of the calculated impact fees subsidized. If the AMI range is above 80%, then the provisions of the South Carolina Development Impact Fee Act would prohibit any amount of credit from being authorized.

ANALYSIS:

Library Impact Fees

The Town collects library impacts fees on behalf of Beaufort County via its existing IGA. Currently, the amounts collected for library impact fees are \$553 per new single family residential housing unit and \$553 per new multifamily housing unit. Under the new calculations contained within the Tischler Bise study, the Town would collect a range of \$151 per new single family and multifamily residential housing unit of 1,000 square feet or less to \$417 per new single family and multifamily residential housing unit of 4,001 square feet or more. This would result in a reduced impact fee of between \$402 to \$136 respectively.

Parks and Recreation Impact Fees

Currently, the Town collects parks and recreation fees on behalf of Beaufort County in the amount of \$671 per each new single family and new multifamily unit. However, under the terms of its existing IGA, the County has authorized the Town to retain the funds that its collects in this area and to expend them directly for the capital improvement of parks located exclusively on Hilton Head Island. During our most recent rounds of discussions

with the County, they expressed concern that this relationship may not be allowed under a strict interpretation of the language contained within the South Carolina Development Impact Fee Act. Because of this, the County indicated that an update of this Agreement would require that all parks and recreation impact fees that are collected within the “South of the Broad” service area, would need to be remitted to the County for expenditure on all parks and recreation capital improvement projects that are identified within that service area.

Staff identified potential concerns regarding the application of language in this manner in that it may be detrimental to ensuring funding for the improvement of parks that are located exclusively on Hilton Head Island. To potentially address this concern, Town staff has been discussing the possibility of obtaining ownership of all park properties located on Hilton Head Island that are currently owned by the County. These discussions have been met with favorable responses. Therefore, it is staff’s recommendation that the Town focus its efforts on achieving the transfer of these properties to the Town’s ownership. If the properties should be successfully transferred to the Town, then the Town would have the option of considering its own parks and recreation impact fee, exclusive of any involvement with Beaufort County, that could be dedicated to the support of only those park properties that are located on Hilton Head Island.

Transportation Impact Fees

Currently, the Town collects its own municipal transportation impact fee as well as collecting a transportation impact fee on behalf of Beaufort County. The fees that it collects on behalf of Beaufort County are outlined in a sliding scale that varies based upon the type of development that is occurring, and in terms of residential development, the size of a particular building that is being constructed. These amounts range from \$356 per 1,000 square feet of industrial space to \$4,314 per 1,000 square feet of retail space and from \$1,471 for single family and multifamily units of 1,500 square feet or less to \$2,095 for single family and multifamily units of 1,501 square feet or more.

Because the Town collected its own transportation impact fee to be used exclusively for projects located on Hilton Head Island, the existing IGA with the County allowed the Town to collect a reduced amount of the County’s calculated impact fee based upon the understanding that Hilton Head Island only generated 38% of the region’s road network trips. The County has indicated that it has the same concerns regarding this arrangement as it does with the parks and recreation impact fees due to their interpretation of the South Carolina Development Impact Fee Act. Because of this, the County is not agreeable to continuing this discount within an updated IGA.

Additionally, the Town, as well as most other municipalities within Beaufort County, expressed concerns regarding the scope and number of projects that were contained within the capital improvement projects list that the County utilized when preparing the updated transportation impact fee study. These concerns caused the County to incorporate transportation capital improvement projects lists currently adopted by municipalities within their study and to recalculate the proposed impact fee as a result.

This recalculation resulted in a proposed adjustment to transportation impact fees from the amounts currently being collected. The resulting impact fee schedule inclusive of library impact fees would be as follows:

Development Type	Parks & Recreation	Library	EMS	Solid Waste	Transportation	Fire [1]	Maximum Supportable Fee	Current Dev. Impact Fee Total	Increase/Decrease
Residential Fee by Housing Size (square feet)									
1,000 or less	\$0	\$151	\$0	\$0	\$1,551	\$0	\$1,702	\$3,176	-\$1,474
1,001 to 1,250	\$0	\$189	\$0	\$0	\$1,939	\$0	\$2,128	\$3,176	-\$1,048
1,251 to 1,500	\$0	\$227	\$0	\$0	\$2,284	\$0	\$2,511	\$3,176	-\$665
1,501 to 1,750	\$0	\$252	\$0	\$0	\$2,585	\$0	\$2,837	\$3,799	-\$962
1,751 to 2,000	\$0	\$278	\$0	\$0	\$2,844	\$0	\$3,122	\$3,799	-\$677
2,001 to 2,500	\$0	\$316	\$0	\$0	\$3,231	\$0	\$3,547	\$3,799	-\$252
2,501 to 3,000	\$0	\$353	\$0	\$0	\$3,576	\$0	\$3,929	\$3,799	\$130
3,001 to 3,500	\$0	\$379	\$0	\$0	\$3,835	\$0	\$4,214	\$3,799	\$415
3,501 to 4,000	\$0	\$404	\$0	\$0	\$4,093	\$0	\$4,497	\$3,799	\$698
4,001 or more	\$0	\$417	\$0	\$0	\$4,309	\$0	\$4,726	\$3,799	\$927
Nonresidential (per 1,000 square feet)									
Retail	\$0	\$0	\$0	\$0	\$5,024	\$0	\$5,024	\$4,795	\$229
Office/Services	\$0	\$0	\$0	\$0	\$2,497	\$0	\$2,497	\$2,834	-\$337
Industrial	\$0	\$0	\$0	\$0	\$1,007	\$0	\$1,007	\$837	\$170
Institutional	\$0	\$0	\$0	\$0	\$2,326	\$0	\$2,326	\$4,012	-\$1,686

Note: the current fee listed is the average of the fees for the current service areas South of the Broad River. Some existing fees are based on housing type, so for comparison, a multifamily unit is assumed to be 1,500 square feet and less. [1] The nonresidential Fire Development Impact Fee is based on the fire hazard level. The complexity of fire safety is determined case by case, so for illustrative purposes the nonresidential fee listed is based on EDUs per 1,000 square feet.

SUMMARY:

Based upon a substantial number of joint impact fee discussions that have occurred over the last several years, and the County’s need to update their impact fees or risk potentially losing the ability to lawfully collect them, the Town should consider entering an Intergovernmental Agreement with Beaufort County that would provide that the Town would agree not to issue any development permits until it has been provided with satisfactory proof that the County’s applicable library and transportation impact fees have been collected directly by Beaufort County. Additionally, the Town will focus its efforts on obtaining title to the parks and recreation properties owned by Beaufort County and located on Hilton Head Island to eliminate the need for a Beaufort County parks and recreation impact fee agreement.

ATTACHMENTS:

1. Resolution Authorizing Execution of an Intergovernmental Agreement
2. Draft Intergovernmental Agreement with Beaufort County for the Collection of the Development Impact Fees
3. Beaufort County Impact Fee Ordinance
4. Road Impact Fee CIP Prioritization Schedule

5. Town of Hilton Head Island Impact Fee Request Letter for Adaptive Traffic Management System
6. Response Letter to Town of Hilton Head Island Request for Traffic Impact Fees

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO
AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT COUNTY
RELATED TO CONTINUED COLLECTION OF LIBRARY AND
TRANSPORTATION IMPACT FEES**

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, codified at S.C. Code §§ 6-1-910 et seq. (hereinafter the “Act”), which enables local governments to enact and impose development impact fees for public facilities including Libraries and Public Roads, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, Beaufort County (the “County”) directed the preparation of a technical support study entitled the Capital Improvement Plan and Development Impact Fee Study, prepared by Tischler Bise, dated July 18, 2020 (collectively, with all addendums, attachments and exhibits thereto, the “Study”), a copy of which has been reviewed and accepted by the Town and Beaufort County; and

WHEREAS, the Study demonstrates that as a result of projected land uses, densities, intensities, and population growth estimates over the next 10 years within the Southern portions of Beaufort County and the Town of Hilton Head Island (the “Service Area”), there will be a need for Libraries and Public Roads (the “Facilities”) to support such projected new growth and development within the Service Area and to maintain reasonable level of service standards; and

WHEREAS, the Study establishes a reasonable level of service standard, land

use assumptions, methodologies, affordable housing metrics, service units, system improvement costs, and formulas for determining the impacts of new residential development in the Service Area, and delineates the maximum amount of fees related to the Facilities to be imposed thereon; and

WHEREAS, pursuant to the Study, which includes a capital improvements plan (the “Capital Improvements Plan”), significant improvements to the future Facilities have been identified as being needed due to continued growth and redevelopment; and

WHEREAS, in accordance with the Act, the County Council is expected to enact the proposed ordinance set forth in Exhibit A (the “Proposed Ordinance”), attached hereto, the provisions of which will authorize the imposition of development impact fees related to the Facilities (the “Development Impact Fee”); and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, which is now codified at Section 82-21 et seq. of the County’s code of ordinances (the “Procedures Ordinance”); and

WHEREAS, under the Proposed Ordinance and the Procedures Ordinance, the County desires and intends to uniformly impose and collect the Development Impact Fee within the Town and the Service Area for the benefit of the County and the Town in accordance with the terms set forth in the Intergovernmental Agreement between Beaufort County, attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Town Council for the Town of Hilton Head Island, that the Town Manager shall be authorized to undertake

such actions as may be necessary to execute an Intergovernmental Agreement between Beaufort County and the Town of Hilton Head Island, attached hereto as Exhibit B, upon Beaufort County's adoption of the Proposed Ordinance.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

MOVED, APPROVED, AND ADOPTED ON THIS _____ DAY OF _____, 2023.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Cindaia Ervin, Interim Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

EXHIBIT B

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND**

(Library & Roads Development Impact Fee)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ , by and between BEAUFORT COUNTY, SOUTH CAROLINA (“County”), a political subdivision of the State of South Carolina, and the TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (“Town”), a South Carolina municipal corporation, for the purpose of collecting certain development impact fees.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, codified at S.C. Code §§ 6-1-910 et seq. (hereinafter the “Act”), which enables local governments to enact and impose development impact fees for public facilities including Libraries and Public Roads, in accordance with the Act’s provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the County directed the preparation of a technical support study entitled the Capital Improvement Plan and Development Impact Fee Study, prepared by Tischler Bise, dated July 18, 2020 (collectively, with all addendums, attachments and exhibits thereto, the “Study”), a copy of which has been reviewed and accepted by the parties and is expressly incorporated herein by reference and made an integral part hereof; and

WHEREAS, the Study demonstrates that as a result of projected land uses, densities, intensities, and population growth estimates over the next 10 years within the Southern portions of Beaufort County and the Town of Hilton Head Island (the “Service Area”), there will be a need for Libraries and Public Roads (the “Facilities”) to support such projected new growth and development within the Service Area and to maintain reasonable level of service standards; and

WHEREAS, the Study establishes a reasonable level of service standard, land use assumptions, methodologies, affordable housing metrics, service units, system improvement costs, and formulas for determining the impacts of new residential development in the Service Area, and delineates the maximum amount of fees related to the Facilities to be imposed thereon; and

WHEREAS, pursuant to the Study, which includes a capital improvements plan (the “Capital Improvements Plan”), significant improvements to the Facilities have been identified; and

WHEREAS, in accordance with the Act, the Beaufort County Planning Commission recommended the acceptance of the Study, including the Capital Improvements Plan and impact fees by service unit, and prepared a draft impact fee ordinance for consideration by the Beaufort County Council, as the governing body of the County (the “County Council”); and

WHEREAS, in accordance with the Act, the County Council enacted the proposed ordinance (Ordinance 2022/___ dated _____, 2022) (the “2022 Ordinance”), the provisions of which authorized the imposition of development impact fees related to the Facilities (the “Development Impact Fee”); and

EXHIBIT B

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, which is now codified at Section 82-21 et seq. of the County's code of ordinances (the "Procedures Ordinance"); and

WHEREAS, under the Ordinance and the Procedures Ordinance, the County desires and intends to uniformly impose and collect the Development Impact Fee within the Town and the Service Area for the benefit of the County and the Town; and

WHEREAS, the parties agree that this Agreement is authorized by and delivered in accordance with S.C. Code Ann. §§ 6-1-20, 4-9-40, and 4-9-41 and this Agreement shall serve as the Town's written consent to the County's imposition and collection of such Development Impact Fee within the corporate limits of the Town; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the County Council and the Town Clerk of the Town of Hilton Head Island.

NOW, THEREFORE, the parties to this Agreement do agree as follows:

SECTION 1. Title; Recitals.

(1) Title.

This Intergovernmental Agreement Between Beaufort County and the Town of Hilton Head Island for the collection of Library and Public Roads Development Impact Fees shall be referred to as the "Agreement" and references to "the Agreement" in the Recitals above shall mean this Agreement.

(2) Recitals.

The parties ratify and confirm the recitals set forth above, and determine that the above recitals, as well as any exhibits or attachments to this Agreement, are hereby incorporated herein and made an essential part hereof.

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

(1) The Development Impact Fee is imposed and collected on all new residential and commercial development within the Service Area, including new development within the Town of Hilton Head Island in the same manner as the Development Impact Fee is collected within the Service Area, whether incorporated or unincorporated; and

(2) That upon the collection of any Development Impact Fee, the County deposits such Development Impact Fee into one or more segregated, interest-bearing Development Impact Fee trust account, in accordance with the Act, the Ordinance and Procedures Ordinance, and this Agreement; and

(3) The provisions of the Ordinance and Procedures Ordinance, as in effect as of the date of this Agreement, are fully incorporated herein. Any amendments or modifications to the Ordinance or the Procedures Ordinance occurring after the execution and delivery of this Agreement shall be inapplicable within the Town during the term of this Agreement unless otherwise agreed in writing through a supplement to this Agreement. Particularly, the County acknowledges its intention to conform to the procedures regarding affordable housing units in Section 82-33(b)(3) of the Procedures Ordinance and the

EXHIBIT B

County expressly manifests its intent to continue funding the Beaufort County Affordable Housing Fund under Section 82-33(b)(5) during the entire term of this Agreement; and

(4) If the County fails to expend the collected Development Impact Fees within the time limits established by state law and the impact fee procedures in Section 82-21 et seq. of the County Code, the unspent fees shall be refunded by the County in accordance with the Act.

SECTION 3. References to County Ordinances

This Agreement is in furtherance of the implementation of the Ordinance and the Procedures Ordinance. Any amendments to these aforementioned ordinances or to the Capital Improvement Plan shall not impact, affect, or operate as an amendment or modification of the terms of this Agreement absent the express written agreement of the Town. Notwithstanding the foregoing and as contemplated by the Act and the Study, the parties agree that the amount of the Development Impact Fee may be adjusted annually on July 1st of each year of this Agreement to reflect the effects of inflation on the system improvement costs using the Construction Cost Index calculated by the Engineering New Record (ENR) for the most recent month for which such figures are available.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the Parties for a period of not less than 10 years, unless it is earlier terminated in accordance with this Agreement. If not terminated prior to or at the end of the 10-year period, it shall continue in effect on a year-to-year basis. Upon termination of the Development Impact Fee, this Agreement shall automatically terminate.

(2) Termination of Agreement

(a) This Agreement shall automatically terminate upon the repeal of the Ordinance by the County Council or the invalidation of the Ordinance by a court of competent jurisdiction, save and except the provisions of Section 7(5) of this Agreement regarding the refund of any collected Development Impact Fees to the appropriate owner of record.

(b) The Agreement may be terminated prior to the expiration of the 10-year period set forth in (1) by written notice of either party hereto within 180 days of the end of the initial term of this Agreement or any subsequent annual renewal under Section 4(1).

(c) The Agreement may be terminated by either party in the event of a material breach of the terms of this Agreement; provided, however, that the defaulting party shall have the opportunity to cure any such default within ninety (90) calendar days after the non-defaulting party provides written notice of default to the defaulting party and the defaulting party is provided an opportunity to be heard at one public hearing to be held by the governing body of the non-defaulting party upon not less than 10 days public notice, as submitted to a newspaper of general circulation in the County and directly to the defaulting party. If such default is not cured (or substantial efforts are not undertaken to cure) within the ninety (90) day period, the non-defaulting Party shall have the right to immediately terminate this Agreement.

SECTION 5. Amendments to the Agreement

EXHIBIT B

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption.

SECTION 6. Responsibilities of the Town

(1) The Town shall be responsible for the calculation, collection, receipt, and transfer of the Development Impact Fee from all new development to which a Development Impact Fee is applicable in accordance with the Act, the Ordinance, the Procedures Ordinance, and this Agreement, within the Town's municipal limits or as they may be changed from time to time by annexation or other action of the Town Council. The Town shall not issue a building permit for any new development to which a Development Impact Fee is applicable unless (i) all Development Impact Fees have been paid in full to the Town by the applicant, or (ii) the applicant has received from the County a credit or an allocation in accordance with the Procedures Ordinance or other allowable and approved reason under the Act, such as making an applicable "System Improvement" to areas under such terms as is defined in the Act.

(2) The County shall assist the Town, as needed and upon written request, in determining if a proposed development qualifies for a credit or an allocation pursuant to the Act, the Ordinance, the Procedures Ordinance, and/or the terms this Agreement.

(3) All Development Impact Fees collected by the Town on behalf of the County shall be remitted to the County on a quarterly basis unless otherwise agreed to between the parties.

SECTION 7. Responsibilities of the County

(1) The amount of the Development Impact Fee shall be based upon the fee schedule in effect at the time of building permit application, as established by the Ordinance.

(2) The County and the Town expressly agree that the Town assumes no responsibility for the usage or refunding of the Development Impact.

(3) All Development Impact Fee funds remitted to the County for the Facilities shall be deposited into a segregated interest-bearing account and subject to appropriate accounting controls and required reporting requirements under the Act. Such funds shall be restricted in their appropriation and used in accordance with the Ordinance, the Capital Improvements Plan, the Procedures Ordinance and the Act. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Development Impact Fee funds under the Act.

(4) On an annual basis and no later than May 1st of each year, representatives of the County shall meet with representatives of the Town to discuss projects and prioritize expenditures under the Capital Improvement Plan for the upcoming fiscal year. Consistent with Section 2(4) above, the parties shall ensure that an appropriate amount of the Development Impact Fees are being applied toward Facilities and Capital improvements located within the incorporated limits of the Town.

(5) Within 180 days after the end of each prior fiscal year, the County shall prepare an annual financial report in accordance with the Act and the Procedures Ordinance and immediately provide the same to the Town upon completion.

EXHIBIT B

(6) Any and all Development Impact Fee collected by the County that are not expended on projects included within the Capital Improvement Plan and within the time limits established by the Act, shall be refunded directly to the appropriate owner of record by the County and the County will advise the Town of any such refunds contemporaneously with the taking such refunding action.

(7) Other than inflationary adjustments to the Development Impact Fee under the Ordinance and absent the mutual written agreement of both the Town and the County, any amendments, changes, modifications, or revisions to the Capital Improvement Plan or the amount of the Development Impact Fee shall not be applicable within the Town during the pendency of this Agreement.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the State of South Carolina, expressly including the Act.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances, and, absent a written amendment to this Agreement or a separate agreement between the Town and the County, any amendments to the Ordinance or the Procedures Ordinance during the pendency of this Agreement shall not be applicable within the incorporated limits of the Town. However, to the extent of any conflict between this Agreement and the Act, the Act shall be controlling in all cases.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the Development Impact Fees for new development within the Town shall begin on the first of the month following a 60-day public notice of the date this Agreement is entered into or the date on which the County's Development Impact Fee Ordinance is adopted whichever is later.

{Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.}

EXHIBIT B

APPROVED this _____ day of _____, 20_____

BEAUFORT COUNTY

By: _____

Joseph F. Passiment, Chairman
Beaufort County Council

ATTEST:

Sarah Brock, Clerk to Council

EXHIBIT B

APPROVED this _____ day of _____, 20_____

TOWN OF HILTON HEAD ISLAND

By: _____

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

ORDINANCE 2023/ _____

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 82: IMPACT FEES, ARTICLE I, IN GENERAL; ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES; ARTICLE III, PARKS AND RECREATION FACILITIES; ARTICLE IV, ROAD FACILITIES—SOUTHERN BEAUFORT COUNTY SERVICE AREA; ARTICLE V, LIBRARY FACILITIES; ARTICLE VI, FIRE FACILITIES; ARTICLE VII, ROAD FACILITIES—NORTHERN BEAUFORT COUNTY SERVICE AREA, AND EFFECTIVE DATES.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Beaufort County, South Carolina that:

SECTION 1. TEXT AMENDMENTS TO ARTICLE I, IN GENERAL

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article I, In General, is amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 2. TEXT AMENDMENTS TO ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article II, Development Impact Fee Procedures, is amended as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 3. TEXT AMENDMENTS TO ARTICLE III, PARKS AND RECREATION FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article III, Parks and Recreation Facilities, is amended as set forth in Exhibit C, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 4. TEXT AMENDMENTS TO ARTICLE IV, ROAD FACILITIES—SOUTHERN BEAUFORT COUNTY SERVICE AREA

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article IV, Road Facilities—Southern Beaufort County Service Area, is amended as set forth in Exhibit D, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 5. TEXT AMENDMENTS TO ARTICLE V, LIBRARY FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article V, Library Facilities, is amended as set forth in Exhibit E, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 6. TEXT AMENDMENTS TO ARTICLE VI, FIRE FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article VI, Fire Facilities, is amended as set forth in Exhibit F, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 7. TEXT AMENDMENTS ARTICLE VII, ROAD FACILITIES—NORTHERN BEAUFORT COUNTY SERVICE AREA

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article VII, Road Facilities—Northern Beaufort County Service Area, is amended as set forth in Exhibit G, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 8. EFFECTIVE DATES

- (a) This Ordinance shall become effective on , 2023,
- (b) Applications for new development filed after the effective date as set forth in this section shall be subject to the parks and recreation development impact fee as amended by Section 3 of this Ordinance, the road facilities development impact fee as amended by Section 4 and 7 of this Ordinance, the fire development impact fee as amended by Section 6 of this Ordinance, and the library development impact fee as amended by Section 5 of this Ordinance.
- (c) Applications for new development filed between the date of adoption of this Ordinance and the effective date as set forth in this section shall be subject to the parks and recreation development impact fee, the road development impact fee, the fire development impact fee, and the library development impact fee in effect prior to the effective date.

ADOPTED this ___ day of _____ 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

EXHIBIT A

ARTICLE I. – IN GENERAL

Sec. 82-1. Adoption of Development Impact Fees

For the reasons set forth in this Chapter 82, the Beaufort County Council finds it appropriate to adopt certain development impact fees as permitted by and in accordance with the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.

Secs. 82-2—82-20. - Reserved.

EXHIBIT B**ARTICLE II. - DEVELOPMENT IMPACT FEE PROCEDURES****Sec. 82-21. - Adoption.**

The imposition, calculation, collection, expenditure and administration of all County development impact fees shall be consistent with, and administered pursuant to, the County Development Impact Fee Procedures Ordinance as set forth in this article.

Sec. 82-22. - Title.

This article shall be known and may be referred to as the County Development Impact Fee Procedures Ordinance.

Sec. 82-23. - Purpose and Intent.

The purpose and intent of this article are as follows:

- (a) To establish uniform and consistent procedures for the development, implementation, imposition, calculation, collection, deposit, expenditure and administration of all development impact fees adopted by the County, pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.
- (b) To be consistent with, and to facilitate the implementation of, the goals, objectives and policies of the adopted County Comprehensive Plan, and all elements thereof relating to the provision of public facilities needed to meet the demands created by new growth and development, and relating to appropriate, fair and equitable cost sharing of such public facilities.
- (c) To ensure that new development pays, at the time of development approval or issuance of a building permit or development permit, as appropriate, a proportionate share of the cost of system improvements needed to serve the projected new development.
- (d) To ensure that all applicable legal standards and criteria are properly incorporated and will be met by the County, with specific reference to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.

Sec. 82-24. - Definitions.

- (a) The words, terms and phrases used in this article shall have the meanings prescribed in the State Development Impact Fee Act, S.C. Code 1976, § 6-1-920.
- (b) To the extent that the definitions of such words, terms or phrases as prescribed in S.C. Code 1976, § 6-1-920, conflict with the definition of such words, terms or phrases as may be defined in this Code, the County land development regulations or other adopted County ordinances, plans or documents, the former shall control.
- (c) The following are applicable definitions pursuant to S.C. Code 1976, § 6-1-920:

Affordable Housing means housing affordable to families whose incomes do not exceed 80 percent of the median income for the service area or areas within the jurisdiction of the county.

Capital Improvements mean improvements with a useful life of five years or more, by new construction or other action, which increases or increased the service capacity of a public facility.

Capital Improvements Plan means a plan that identifies capital improvements for which development impact fees may be used as a funding source.

Connection Charges and *Hookup Charges* mean charges for the actual cost of connecting a property to a public water or public sewer system, limited to labor and materials involved in making pipe connections, installation of water meters, and other actual costs.

Developer means an individual or corporation, partnership, or other entity undertaking development.

Development means construction or installation of a new building or structure, or a change in use of a building or structure, any of which creates additional demand and need for public facilities. A building or structure shall include, but not be limited to, modular buildings and manufactured housing. The term "development" does not include alterations made to existing single-family homes.

Development Approval means a document from a governmental entity which authorizes the commencement of a development.

Development Impact Fee or *Impact Fee* means a payment of money imposed as a condition of development approval to pay a proportionate share of the cost of system improvements needed to serve the people utilizing the improvements. The term does not include:

- (1) A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
- (2) Connection or hookup charges.
- (3) Amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements.
- (4) Fees authorized by S.C. Code 1976, § 6-1-300 et seq.

Development Permit means a permit issued for construction on or development of land when no subsequent building permit issued pursuant to S.C. Code 1976, title 6, ch. 9, is required.

Fee Payor means the individual or legal entity that pays or is required to pay a development impact fee.

Governmental Entity means a county, as provided in S.C. Code 1976, title 4, ch. 9, and a municipality, as defined in S.C. Code 1976, § 5-1-20.

Incidental Benefits are benefits which accrue to a property as a secondary result or as a minor consequence of the provision of public facilities to another property.

Land Use Assumptions mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten-year period.

Level of Service means a measure of the relationship between service capacity and service demand for public facilities.

Local Planning Commission means the entity created pursuant to S.C. Code 1976, title 6, ch. 29, art. 1.

Project means a particular development on an identified parcel of land.

Proportionate Share means that portion of the cost of system improvements determined pursuant to S.C. Code 1976, § 6-1-990, which reasonably relates to the service demands and needs of the project.

Public Facilities means:

- (1) Water supply production, treatment, laboratory, engineering, administration, storage and transmission facilities;
- (2) Wastewater collection, treatment, laboratory, engineering, administration and disposal facilities;
- (3) Solid waste and recycling collection, treatment and disposal facilities;
- (4) Roads, streets and bridges, including, but not limited to, rights-of-way and traffic signals;
- (5) Stormwater transmission, retention, detention, treatment, and disposal facilities and flood control facilities;
- (6) Public safety facilities, including law enforcement, fire, emergency medical and rescue, and street lighting facilities;

- (7) Capital equipment and vehicles, with an individual unit purchase price of not less than \$100,000.00 including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and stormwater management and control;
- (8) Parks, libraries and recreational facilities;
- (9) Public education facilities for grades K-12 including, but not limited to, schools, offices, classrooms, parking areas, playgrounds, libraries, cafeterias, gymnasiums, health and music rooms, computer and science laboratories, and other facilities considered necessary for the proper public education of the state's children.

Service Area means, based on sound planning or engineering principles, or both, a defined geographic area in which specific public facilities provide service to development within the area defined. Provided, however, that no provision in this article may be interpreted to alter, enlarge, or reduce the service area or boundaries of a county or other political subdivision which is authorized or set by law.

Service Unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

System Improvements mean capital improvements to public facilities which are designed to provide service to a service area.

System Improvement Costs means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering, and other costs attributable to the improvements, and also including the costs of providing additional public facilities needed to serve new growth and development. System improvements do not include:

- (1) Construction, acquisition, or expansion of public facilities other than capital improvements identified in the capital improvements plan;
- (2) Repair, operation, or maintenance of existing or new capital improvements;
- (3) Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- (5) Administrative and operating costs of a county or a municipality participating in an impact fee program; and
- (6) Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of a county or a non-county service provider pursuant to an intergovernmental agreement to finance capital improvements identified in the capital improvements plan.

Sec. 82-25. - Exclusive Method to Impose Fees; Other Methods of Requiring Capital Improvements;

Preexisting Fees.

- (a) Requirements for developers to pay, as a condition of development approval or issuance of a development permit or building permit, as appropriate, in whole or in part, for system improvements may be imposed by the County or a participating municipality only by way of development impact fees imposed pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, this article, and individual public facility development impact fee ordinances adopted by the County and participating municipalities.
- (b) Notwithstanding the provisions of the State Development Impact Fee Act or this article, the County retains its power, to the extent authorized, to impose fees, to require contributions and to require dedication of land for capital improvements.

- (c) A development impact fee adopted by the County pursuant to the law existing prior to enactment of the State Development Impact Fee Act and existing on the effective date of the Act shall not be affected by the Act until its termination. Provided, however, that any proposed change, revision to, or reenactment of such development impact fee subsequent to the effective date of the Act shall comply with the provisions of this article, any applicable individual public facility development impact fee ordinances, and the Act.

Sec. 82-26. - Conflict.

To the extent of any conflict between other County ordinances and this article, this article shall be deemed to be controlling; provided, however, that this article is not intended to amend or repeal any existing County ordinance, resolution or regulation, except as expressly set forth in the ordinance from which this article is derived.

Sec. 82-27. - Severability.

- (a) If any section, subsection, sentence, clause, phrase or portion of this article is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this article shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this article nor impair or nullify the remainder of this article, which shall continue in full force and effect.
- (b) If the application of any provision of this article to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this article as a whole or the application of any provision of this article to any other new development.

Sec. 82-28. - Term.

The development impact fee procedures set forth in this article shall remain in effect unless and until repealed, amended or modified by County Council in accordance with applicable state law and County ordinances and resolutions.

Sec. 82-29. - Amendment of Development Impact Fee Act.

Upon the amendment of any provision of the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, by the State Legislature, County Council shall initiate a review of this article to determine whether it remains in full compliance with the Act; and, upon the completion of such review, County Council shall introduce any changes deemed necessary and appropriate to ensure the continued compliance of this article with the Act.

Sec. 82-30. - Annual Review and Report.

The County shall prepare and publish an annual report describing the amount of all development impact fee funds collected, appropriated and spent, by public facility and by service area, during the preceding fiscal year.

Sec. 82-31. - Affordable Housing Report.

Before adopting a development impact fee for a public facility which imposes the fee on residential units, the County shall prepare a report which estimates the effect of recovering capital costs for the public facility through development impact fees on the availability of affordable housing within the County.

Sec. 82-32. - Applicability.

- (a) *Development Subject to Development Impact Fees.* All development, both residential and nonresidential, as defined in the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, and in Section 82-24, may be subject to the imposition of one or more development impact

fees for particular public facilities; provided, however, that the type and nature of the development project must create an additional demand and need for system improvements for the public facility in order to maintain the adopted level of service (LOS) standard, and is not otherwise exempt.

- (b) *Development not Subject to Development Impact Fees.* The following structures and activities, which might otherwise be construed as development as defined by the Act, are exempt from the imposition of development impact fees:
- (1) Rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe;
 - (2) Remodeling or repairing a structure that does not result in an increase in the number of service units;
 - (3) Replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the number of service units does not increase;
 - (4) Placing a construction trailer or office on a lot during the period of construction on the lot;
 - (5) Constructing an addition on a residential structure which does not increase the number of service units;
 - (6) Adding uses that are typically accessory to residential uses, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates a significant impact on the system's capacity;
 - (7) All or part of a particular development project if:
 - a. The project is determined to create affordable housing; and
 - b. That portion of the project's proportionate share of system improvements is funded through a revenue source other than development impact fees;
 - (8) Any development project for which the developer has paid for the needed public facility in its entirety. However, this exemption applies only to a County development impact fees for the same category of public facility that has been provided;
 - (9) Any development project for which a valid building permit or certificate of occupancy has been issued or in which construction has commenced, before the effective date of the ordinance imposing the development impact fee, except as otherwise provided in Section 82-33(a).
- (c) *Effect of imposition and payment of development impact fees on County land development regulations.*
- (1) The payment of development impact fees shall not entitle the fee payor to development approval nor a development permit unless all other applicable requirements, standards, and conditions of the County land development regulations and all other applicable County codes, ordinances, and/or procedures have been met. Such other requirements, standards, and conditions are independent of the requirement for payment of a development impact fee.
 - (2) Neither this article nor a specific development impact fee ordinance shall affect, in any manner, the permissible use of property, the permitted density/intensity of development, the applicable design and improvement standards, or any other applicable standards or requirements of this Code or land development regulations, which shall be operative and which shall remain in full force and effect without limitation.

Sec. 82-33. - Imposition, Calculation and Collection.

- (a) *Imposition.* A development impact fee may be imposed by the County or a participating municipality only upon development approval or issuance of a development permit or building permit, as applicable. Unless otherwise provided in a development impact fee ordinance for a particular public facility, imposition, calculation and collection of a development impact fee shall occur at building permit issuance; provided, however, that if a building permit is not required for the proposed development project, or for other valid reasons, County Council or the elected body of the participating municipality

may, at its discretion, impose, calculate and collect a development impact fee either at the time construction is authorized or at the time of issuance of a certificate of occupancy.

(b) *Calculation.*

- (1) Upon receipt of a request for development approval or issuance of a development permit which triggers imposition of a development impact fee, as set forth in subsection (a) of this section, the County or the participating municipality, as applicable, shall determine the following:
 - a. The applicable public facilities development impact fee or fees.
 - b. The appropriate service area.
 - c. The types of land use in the proposed development project.
 - d. The amount of development (i.e., for residential, the number of and if appropriate the type dwelling units; for nonresidential, the square footage of nonresidential development) in the proposed development project.
 - e. The number and type of affordable housing units in the proposed development project.
 - f. The total number of new or additional service units created by the proposed development project.
- (2) After making the determinations set forth in subsection (b)(1) of this section in a timely manner, the County or participating municipality, as applicable, shall multiply the number of new or additional service units by the cost per service unit as set forth in the specific public facility development impact fee ordinance, to derive a total development impact fee amount due.
- (3) The County or participating municipality, as applicable, in appropriate circumstances, shall deduct from the total development impact fee amount due:
 - a. Appropriate credits or offsets for developer contributions of money, dedication of land, construction of system improvements, or oversizing of system improvements used for, or having excess capacity to serve, other development projects;
 - b. A pro rata share of other (non-County) funding sources committed to financing system improvements for the applicable public facility, which are not required to be repaid by the County, and which were not previously considered in calculating the cost per service unit for the public facility;
 - c. A discount for affordable housing units based on the table below, , for "single-family units" and for "all other types of housing units":

Area Medium Income (AMI)	Impact Fee Discount
Under 60%	100%
60% to 80%	60%
Over 80%	0%

- (4) Development impact fees shall be calculated in accordance with generally accepted accounting principles.
- (5) Development impact fees may be subsidized, as long as funds are available in the Beaufort County Affordable Housing Fund, up to 100 percent for housing that a person or family earning that a person or family earning 80 percent or less of the County's median family income based on household size can afford by

spending not more than 35 percent of their gross income on a case-by-case basis. Criteria approved by County Council will be used to provide guidance.

- (6) If rehabilitated property for which the impact fees have been subsidized is sold within ten years, or owner acquired/occupied property for which the impact fees have been subsidized is sold within ten years, the development impact fees that would have been collected will be paid out of the proceeds of the sale and reimbursed into the Beaufort County Affordable Housing Fund. If rental property for which the development impact fees have been subsidized is sold, resulting in units being rented at rates above that which falls in the affordable range based upon household income and size, a fee will be paid out of the proceeds of the sale at a rate equal to the amount of subsidy increased at a rate equal to two times the Consumer Price Index (CPI) for the years between the time of subsidy and the time of sale for each applicable year up to 30 years. The fee will be reimbursed into the Beaufort County Affordable Housing Fund.
 - (7) For purposes of this section, the Consumer Price Index (CPI) is the U.S. Department of Labor, Bureau of Labor Statistics' index for "owners' equivalent rent of primary residence" for the South Urban Area, base period December, 1982 equal to 100 (Exhibit A, on file with the County Clerk).
 - (8) All impact fees shall be adjusted annually to reflect the effects of inflation on the costs for projects set forth in the impact fee study and CIP. Impact fee amounts shall be adjusted to account for inflationary increases in the costs of providing facilities using the Construction Cost Index calculated by the Engineering News-Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.
- (c) *Collection.*
- (1) The County or a participating municipality, as applicable, shall collect all development impact fees imposed and due prior to, and as a condition of, issuance of the applicable development approval or development permit, as set forth in this section, unless:
 - a. The fee payor pays the development impact fee under protest; or
 - b. The fee payor files an administrative appeal and, at the fee payor's option, elects to post a bond or submit an irrevocable letter of credit, approved by the County, for the full amount of the development impact fees calculated to be due; or
 - c. The County and the fee payor agree to mediation by a qualified independent party.
 - (2) The County may, in its sole discretion, add to the development impact fee an additional amount for reasonable interest and penalties for nonpayment or late payment.
- (d) *Enforcement.*
- (1) The County or a participating municipality, as applicable, may withhold the requested development approval or development permit, including but not limited to a certificate of occupancy, or a building permit if no certificate of occupancy is required, until the development impact fee is paid in full.
 - (2) The County may impose a lien for failure of the developer to make timely payment of a development impact fee.

Sec. 82-34. - Accounts and Expenditures.

- (a) *Accounts.*
- (1) Revenues collected by the County or a participating municipality, as applicable, from all development impact fees, shall be deposited into, and maintained until transferred or expended in, a segregated, interest-bearing account.

- (2) Separate accounts, and appropriate accounting records, shall be maintained for each public facility development impact fee (i.e., for each category of system improvements), and for each service area in which the fees are collected.
 - (3) Interest earned on development impact fees shall be considered funds of the account on which it is earned, and must be subject to all restrictions otherwise placed on the use and expenditure of development impact fee revenues pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, and this article.
- (b) *Expenditures.*
- (1) Expenditure of development impact fees shall be made only for the category of system improvements, and within or for the benefit of the service area, for which the development impact fee was imposed as shown by the relevant capital improvements plan and as authorized in the State Development Impact Fee Act.
 - (2) Development impact fees may not be used for:
 - a. A purpose other than system improvement costs to create additional improvements to serve new growth;
 - b. A category of system improvements other than that for which they were collected; or
 - c. The benefit of service areas other than the area for which they were imposed.
 - (3) In accordance with all other applicable requirements as set forth in this article, development impact fees may be expended for the payment of principal, interest, and other financing costs on contracts, bonds, notes or other obligations issued by or on behalf of the County or other applicable service provider, to finance system improvements.
 - (4) Development impact fees may be expended only for system improvements and system improvement costs as defined in the State Development Impact Fee Act or in Section 82-24. Development impact fees may not be expended for personnel costs.
- (c) *Timing of Expenditures.*
- (1) Through the use of the annual review and report, the County shall monitor the collection and expenditure of development impact fee revenues in relation to the system improvements as specified in the public facility capital improvements plans.
 - (2) The County shall ensure that development impact fees will be expended within three years of the date they were scheduled in the capital improvements plan to be expended on a first-in, first-out basis.
 - (3) The County shall ensure that sufficient impact fee funds are, or will be available before proceeding with a system improvement project.

Sec. 82-35. - Refunds.

- (a) *Eligibility.* A development impact fee must be refunded to the owner of record of property on which a development impact fee has been paid if:
- (1) The impact fee revenues collected from that property have not been expended within three years of the date they were scheduled to be expended, pursuant to the capital improvements plan, on a first-in, first-out accounting basis; or
 - (2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.
- (b) *Payment.* When the right to a refund exists, as set forth in subsection (a) of this section, the County shall send the refund amount only to the owners of record of the subject property at the time the refund payment must be made.
- (c) *Timing.* The County shall send the refund amount to the owner of record of the subject property within 90 days after it is determined by the County that a refund is due.

- (d) *Amount.* All refund payments determined to be due shall include the pro rata portion of interest earned while on deposit in the interest-bearing development impact fee account.
- (e) *Standing.* A person entitled to a refund shall have standing to sue for payment of the refund by the County if there has not been a timely payment of the refund pursuant to this section and the State Development Impact Fee Act.

Sec. 82-36. - Remedies.

If the developer or fee payor disagrees with the County with respect to any aspect of a development impact fee, including, but not limited to, the amount of the fee due, the developer or fee payor shall have the following remedies:

- (a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.
- (b) *Payment under Protest.*
 - (1) The developer or fee payor may pay a development impact fee under protest. Payment under protest does not preclude the developer or fee payor from filing an administrative appeal nor does it preclude receipt of a refund pursuant to Section 82-35, if applicable.
 - (2) In-lieu of paying the development impact fee under protest, the developer or fee payor may, at the developer's option, post a bond or submit an irrevocable letter of credit for the amount of the development impact fee due, pending the outcome of an appeal.
- (c) *Mediation.*
 - (1) In order to address any disagreement between the fee payor and the County relative to the imposition of a development impact fee, the County and the fee payor may, upon voluntary agreement, enter into mediation conducted by a qualified independent party.
 - (2) Participation in mediation does not preclude the fee payor from pursuing any other available remedies provided in this article, in the State Development Impact Fee Act, or otherwise available by law.
- (d) *Incidental Benefit.* The receipt of incidental benefit by a third party property owner or developer within the service area resulting from the payment of a development impact fee by a fee payor or developer shall not be considered grounds for exercising the remedies set forth in this article.

Sec. 82-37. - Development Agreements.

- (a) In-lieu of making development impact fee payments, the fee payor/developer and the County, by mutual agreement, may enter into an agreement for the provision, construction, and installation of system improvements pursuant to, and in accordance with, the requirements of the State Local Government Development Agreement Act.
- (b) The agreement may additionally provide for credits or reimbursement for costs incurred by a fee payor or developer, including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one development project.
- (c) A development impact fee for system improvements for a specific public facility category may not be imposed on a fee payor or developer who has entered into a development agreement providing for the provision of system improvements for that same public facility category. Provided, however, that development impact fees may still be imposed on the fee payor or developer for system improvements for another public facility category.
- (d) The development agreement shall include a provision addressing increases in development impact fees over the life of the development agreement as well as the applicability of subsequently adopted development impact fees for other public facilities over the life of the development agreement and the development project.

Sec. 82-38. - System Improvements Provided by Another Service Provider.

- (a) *Non-County Service Provider.* If the proposed system improvements include a public facility or facilities under the jurisdiction of, and provided by, another unit of government as described in the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, the County and the other unit of government shall enter into an intergovernmental agreement providing for:
- (1) Determination of the development impact fee amount in the same manner and pursuant to the same procedures and limitations as provided in this article and the State Development Impact Fee Act for all other development impact fees.
 - (2) Collection of the development impact fee by the County or a participating municipality, as applicable.
 - (3) Transfer of the development impact fee funds collected within the service area of the service provider to the service provider for expenditure at reasonable times.
 - (4) Expenditure of the development impact fee revenues by the service provider in accordance with the capital improvements plan.
- (b) *Cost Sharing of Joint Improvements.* The intergovernmental agreement between the County and the service provider or the County and the participating municipality, shall specify the reasonable share of funding by each governmental unit for jointly funded improvements. The County shall not assume more than its reasonable share of funding of joint improvements; nor may the service provider, which is not authorized to impose development impact fees, assume more than its share of funding of joint improvements, unless the expenditure is being made pursuant to a development agreement.

Sec. 82-39. - Effects of Annexation.

A County Development Impact Fee Ordinance imposed in an unincorporated area which is subsequently annexed by a municipality shall remain in full force and effect pursuant to this article and the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, until the development impact fee terminates, unless the annexing municipality:

- (1) Assumes responsibility for the provision of system improvements included in the capital improvements plan that are to be provided, in whole or in part, via payment of development impact fees from developers in the annexed area; and
- (2) Assumes any liability which is to be paid with the impact fee revenue.

If the annexing municipality agrees to assume responsibility and liability as set forth in this section, it shall enter into an intergovernmental agreement to such effect with the County.

Secs. 82-40—82-50. - Reserved.

EXHIBIT C**ARTICLE III. – PARKS AND RECREATION FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****Sec. 82-51. - Adoption.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, this parks and recreation development impact fee is adopted and imposed on all new residential development in the County, in accordance with the procedures and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating municipalities of _____.¹

Sec. 82-52. - Establishment of Service Area

There are two service areas for parks and recreation development impact fees. They are the South Beaufort County Parks and Recreation Service Area and the North Beaufort County Parks and Recreation Service Area. The South Beaufort County Parks and Recreation Service Area includes those parts of the County south of the Broad River. The North Beaufort County Parks and Recreation Service Area includes those parts of the County north of the Broad River. The boundaries of these services areas are identified in Figure 82-52: Beaufort County Parks and Recreation Service Areas.

¹ This amendment is drafted so that when it is determined which municipalities will participate in the parks and recreation development impact fee, they can be identified here and in other relevant places in the draft (potentially the cities of Beaufort and Hardeeville, and the towns of Hilton Head Island, Bluffton, Port Royal, and Yemassee).

FIGURE 82-52: BEAUFORT COUNTY PARKS AND RECREATION SERVICE AREAS



Sec. 82-53. - Incorporation of Support Study.

The County and the participating municipalities hereby rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for parks and recreation development impact fees for parks and recreation facility system improvements set out in *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “parks and recreation development impact fee study and CIP”). The parks and recreation development impact fee study and CIP are incorporated herein by reference. The parks and recreation development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development on the recreation facility system improvement needs for the South Beaufort County Parks and Recreation Service Area and the North Beaufort County Parks and Recreation Service Area. .

Sec. 82-54. - Imposition of Parks and Recreation Development Impact Fees.

(a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and municipalities, and in accordance with the County impact fee procedures set forth in Section 82-21 et seq. et seq., the State Development Impact Fee Act, and the support studies and the County adopted parks and recreation facilities capital improvements plan (CIP), incorporated in this article by reference, parks and recreation facilities development impact fees shall be imposed in the following service areas in the amounts identified in Table 82-55: Parks and Recreation Facilities Development

Impact Fee Schedule, by Service Area, unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-56, Individual Assessment of Development Impact.

(b) The parks and recreation development impact fee shall be imposed on all new residential development (dwelling units) in the unincorporated County and within the participating municipalities, unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. A parks and recreation development impact fee shall only be imposed if a new dwelling unit is developed.

(c) The parks and recreation development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

Sec. 82-55. - Parks and Recreation Development Impact Fee Schedule and Facility Project List.

(a) The following general procedure shall be followed upon receipt of an application for a building permit for new development:

(1) Identify the applicable service area (South Beaufort County Parks and Recreation Service Area or North Beaufort County Parks and Recreation Service Area) based on the development's location.

(2) Determine if any of the dwelling units qualify for a discount as "affordable housing" in accordance with Sec. 82-33(b)(3)c, and if so the number of those dwelling units and the amount of the discount.

(3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-56,

(4) If an Individual Assessment of Development Impact is not approved, or not applied for, identify the number of dwelling units, and the square feet in size of each dwelling unit, and then apply the fee schedule in Table 82-55: Parks and Recreation Development Impact Fee Schedule, by Service Area, to each dwelling unit; or

(5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

TABLE 82-55: PARKS AND RECREATION DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
Housing Unit Size	North Beaufort County Parks and Recreation Service Area Impact Fee	South Beaufort County Parks and Recreation Service Area Impact Fee
1,000 sf or less	\$486	\$282
1,001 to 1,250 sf	\$590	\$353
1,251 to 1,500 sf	\$694	\$423
1,501 to 1,750 sf	\$798	\$470
1,751 to 2,000 sf	\$868	\$517
2,001 to 2,500 sf	\$1,006	\$588
2,501 to 3,000 sf	\$1,076	\$658
3,001 to 3,500 sf	\$1,180	\$705
3,501 to 4,000 sf	\$1,249	\$752
4,001 or more sf	\$1,319	\$776

TABLE 82-55a: PARKS AND RECREATION NORTHERN AND SOUTHERN FACILITY PROJECTS	
Northern Service Area Projects	Southern Service Area Projects
Burton Wells Park Expansion	Buckwalter Park Expansion
County Splash Pads and Aquatics Center/Park	M.C. Riley Complex Expansion
Passive Park Development and Construction	Daufuskie Island Park Improvements
Basal Green Complex Expansion	Outdoor Aquatics and Splash Pads Installation
Coursen-Tate Complex Expansion	Bluffton Center Expansion
Saint Helena Park Expansions	Passive Park Development and Construction
Community Center Expansions	Community Center Expansion
Small Park Expansion and Development	Recreation Field Development and Construction
Municipal Owned Park Facility Development and Expansions: Henry C Chamber's Park Spanish Moss Trail Port Royal Skate Park Washington Street Park Pigeon Point Park	

Sec. 82-56. - Individual Assessment of Development Impact.

(a) In-lieu of calculating the parks and recreation development impact fees by reference to the fee schedule in Table 82-55: Parks and Recreation Development Impact Fee Schedule, by Service Area, a fee payor may request that the amount of the required parks and recreation development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

(b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.

(c) Each Individual Assessment of Development Impact shall be based on the same level of service standard and system improvement costs for park and recreation facilities for the service areas used in the parks and recreation development impact fee study and CIP, shall use the formula for calculating the development impact fees used in the parks and recreation development impact fee study and CIP (no adjustments in the assumption of credits shall be made), and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the parks and recreation development impact fee study and CIP and reflected in Table 82-56: Parks and Recreation Development Impact Fee Schedule, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.

(d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee as the basis for calculating park and recreation development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a

designee as a more accurate measure of the demand for park and recreation facility system improvements created by the proposed development than the applicable fee in Table 82-56: Parks and Recreation Development Impact Fee Schedule, by Service Area, then the park and recreation development impact fees due under this Ordinance shall be calculated according to such assessment.

Sec. 82-57. - Credits.

(a) Any developer/fee payor which is obligated to pay a parks and recreation development impact fee under this section may apply for credit against parks and recreation development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for parks and recreation facility system improvements that are accepted by the County Council for parks and recreation facility systems improvements identified in the CIP.

(b) *Valuation of Credits*

(1) Credit for land dedication for park and recreation facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.

(2) Credit for construction of parks and recreation facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.

(3) Credit for a contribution for parks and recreation facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor. (c) *When Credits Become Effective*

(1) Credits for land dedication for parks and recreation facilities shall become effective after the credit is approved by County Council or applicable municipal legislative body pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County or applicable municipality in a form established by the County or applicable municipality at no cost to the County or applicable municipality, and (b) the dedication of land has been accepted by the County or applicable municipality.

(2) Credits for construction of parks and recreation facility system improvements shall become effective after the credit is approved by County Council or applicable municipal legislative body² pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council or applicable municipal legislative body, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements (or municipal requirements, as applicable).

(3) Credits for contributions shall become effective after the contribution is approved by the County Council or applicable municipal legislative body pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable municipal legislative body.

(4) Credits for land dedication, construction of parks and recreation facility system improvements, or contributions, shall be transferable within the same development for parks and recreation development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The

² NOTE TO STAFF: Please provide direction on whether land dedications, construction of buildings, or contributions for park and recreation facilities within a participating municipality will be dedicated or accepted by the municipality. We have drafted the provision as if that would be the case; if that is not the case, we can make a change.

instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council or applicable municipal legislative body for registration.

(5) The total amount of the credit shall not exceed the amount of the parks and recreation development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council or applicable municipal legislative body. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for parks and recreation facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the parks and recreation development impact fees the fee payor shall receive.

(7) The County Council or applicable legislative body may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct parks and recreation facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those parks and recreation facility system improvements exceed the obligation to pay parks and recreation development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the parks and recreation facility system improvements constructed.

Sec. 82-58. - Trust Account for Parks and Recreation Development Impact Fees.

The County and the participating municipalities hereby establish segregated Parks and Recreation Development Impact Fee Trust Accounts. All parks and recreation development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Account. By November 1 of each year, the participating municipalities shall transfer the parks and recreation development impact fees they collect to the County. Upon receipt, the County shall then place the funds into its Parks and Recreation Development Impact Fee Trust Account. Each Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to parks and recreation development impact fee funds.

Sec. 82-59. - Expenditure of Fees for Parks and Recreation Facility System Improvements.

Parks and recreation development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 *et seq.*, solely and exclusively for parks and recreation facility system improvements as set forth in the parks and recreation development impact fee study and CIP. System improvements generally include the following: acquisition of land for development of new parks, expansions to existing parks, and park and recreation equipment.

Sec. 82-60. - Development Agreement Option.

(a) The developer may pay the parks and recreation development impact fee, as calculated pursuant to Section 82-56, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations. In the alternative, a developer may enter into an agreement with the County or a participating municipality pursuant to the State Local Government Development Agreement Act, and provide for dedication of land, park equipment, development of parks and recreation facilities, and/or for payments in-lieu of development impact fees for parks and recreation facilities, through a development agreement

(b) A parks and recreation development impact fee may not be imposed on a developer who has entered into a development agreement with the County that provides for the parks and recreation facility system improvement needs of the development project that is subject to the development agreement.

(c) A development agreement for parks and recreation facilities may only be entered into with the authorization and approval of both the County and the developer, or the participating municipality and developer, as appropriate.

Sec. 82-61. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 *et seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Section 82-21 *et seq.*

(a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a parks and recreation development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or a participating municipality to be due.

(b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated development impact fee under protest, pursuant to the County impact fee procedures set forth in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the full amount of the development impact fee due, all as set forth in the impact fee procedures in Section 82-21 *et seq.*

(c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, participating municipality) and only to address a disagreement related to the parks and recreation development impact fee, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 *et seq.* or other remedies available by law.

Sec. 82-62. - County Remedies.

(a) The County and a participating municipality (to the extent authorized in the intergovernmental agreement(s) with the County), pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 *et seq.*, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures in Section 82-21 *et seq.*

(1) *Interest and Penalties.* The County or participating municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated parks and recreation development impact fee due, pursuant to the impact fee procedures in Section 82-21 *et seq.*

(2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the parks and recreation development impact fee due.

(3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures set forth in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay the required parks and recreation development impact fee in full.

(b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any remedy, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy at such other time as may be deemed appropriate.

Sec. 82-63. – Refund of Fees.

(a) A collected parks and recreation development impact fee shall be refunded to the owner of record of property on which a parks and recreation development impact fee has been paid if:

(1) The parks and recreation development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the parks and recreation development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of collected parks and recreation development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-64. - Intergovernmental Agreements.

Prior to collection of a parks and recreation development impact fee in a participating municipality, the County shall enter into an intergovernmental agreement with the participating municipality. Intergovernmental agreement shall:

(a) Specify the reasonable share of funding joint system improvements for parks and recreation facility system improvements by each governmental unit; and

(b) Provide for the collection of the parks and recreation development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and

(c) Provide for the timely transfer of parks and recreation development impact fee funds from the municipality to the County; and

(d) Provide for the timely expenditure of the parks and recreation development impact fee funds by the County, in accordance with the CIP.

Sec. 82-65. - Termination of the Parks and Recreation Development Impact Fee.

The parks and recreation development impact fee shall be terminated upon the completion/conclusion of all of the parks and recreation development impact fee-funded capital improvements, as set forth in the CIP, unless:

(a) The County adopts a CIP for a subsequent time period; or

(b) The County adopts an updated parks and recreation development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

Secs. 82-66—82-80. - Reserved

EXHIBIT D**ARTICLE IV. – ROAD FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****Sec. 82-81. - Adoption.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, this road facilities development impact fee is adopted and imposed on all new development in the County, in accordance with the procedures and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating municipalities of _____.³

Sec. 82-82. – Establishment of Service Areas.

There are two service areas for the road facilities development impact fee: the South Beaufort County Road Facilities Service Area and the North Beaufort County Road Facilities Service Area. The South Beaufort County Road Facilities Service Area includes those parts of the County south of the Broad River. The North Beaufort County Road Facilities Service Area includes those parts of the County north of the Broad River. The boundaries of these services areas are identified in Figure 82-82: Beaufort County Road Facilities Service Areas.

³ This amendment is drafted so that when it is determined which municipalities will participate in the road facilities development impact fee, they can be identified here and in other relevant places in the draft (potentially the cities of Beaufort and Hardeeville, and the towns of Hilton Head Island, Bluffton, Port Royal, and Yemassee).

FIGURE 82-82: BEAUFORT COUNTY ROAD FACILITIES SERVICE AREAS



Sec. 82-83. - Incorporation of Support Study.

The County and the participating municipalities hereby rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for the road facilities development impact fee set out in *Capital Improvement Plan and Development Impact Fee Study (Transportation Update)* prepared by TischlerBise, dated November 15, 2022 (hereinafter “road facilities development impact fee study and CIP”). The road facilities development impact fee study and CIP (the Beaufort County 2030 transportation improvement plan) are incorporated herein by reference. The road facilities development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the South Beaufort County Road Facilities Service Area and the North Beaufort County Road Facilities Service Area.

Sec. 82-84. - Imposition of Road Facilities Development Impact Fees.

- (a) The road facilities development impact fee shall be imposed on all new development in the unincorporated County and within the participating municipalities, unless the development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c, of the County Code.

- (b) The road facilities development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required prior to construction, prior to issuance of a development permit.

Sec. 82-85. – Road Facilities Development Impact Fee Schedule.

- (a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and the participating municipalities, and in accordance with the County impact fee procedures set forth in Section 82-21 *et seq.*, the State Development Impact Fee Act, and the road facilities development impact fee study and CIP, road facilities development impact fees shall be imposed in the South Beaufort County Road Facilities Service Area and the North Beaufort County Road Facilities Service Area.
- (b) The following general procedure shall be followed upon receipt of an application for a building permit or development permit, whichever is applicable, for new development:
- (1) Identify the applicable service area (South Beaufort County Road Facility Service Area or North Beaufort County Road Facility Service Area) based on the development's location;
 - (2) Determine if any of the dwelling units qualify for a discount as "affordable housing" in accordance with Sec. 82-33(b)(3)c, and if so the number of those dwelling units and the amount of the discount;
 - (3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-86.
 - (4) If an Individual Assessment of Development Impact is not approved, or not applied for, identify the number of dwelling units, and the square feet in size of each dwelling unit, and the type of nonresidential development and the square feet of the nonresidential development, then apply the fee schedule in Table 82-85: Road Facilities Development Impact Fee Schedule, by Service Area, to each dwelling unit or nonresidential development, as appropriate; or
 - (5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

TABLE 82-85: ROAD FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
Residential Development		
Housing Unit Size	North Beaufort County Road Facility Service Area Impact Fee	South Beaufort County Road Facility Service Area Impact Fee
1,000 sf or less	\$1,509	\$1,551
1,001 to 1,250 sf	\$1,896	\$1,939
1,251 to 1,500 sf	\$2,245	\$2,284
1,501 to 1,750 sf	\$2,516	\$2,585
1,751 to 2,000 sf	\$2,748	\$2,844
2,001 to 2,500 sf	\$3,135	\$3,231
2,501 to 3,000 sf	\$3,483	\$3,576
3,001 to 3,500 sf	\$3,754	\$3,835
3,501 to 4,000 sf	\$3,986	\$4,093
4,001 or more sf	\$4,180	\$4,309

Nonresidential Development		
Development Type	North Beaufort County Road Facility Service Area Impact Fee per 1,000 square feet	South Beaufort County Road Facility Service Area Impact Fee per 1,000 square feet
Retail	\$4,513	\$5,024
Office/Service	\$2,243	\$2,497
Industrial	\$905	\$1,007
Institutional	\$2,089	\$2,326

- (c) The road facilities development impact fee shall be adjusted annually to reflect the effects of inflation on the costs for road facilities set forth in the road facilities development impact fee study and CIP. Prior to December 1 of each year, beginning in 2021, the development impact fee amount set forth in Table 82-85: Road Facilities Development Impact Fee Schedule, by Service Area, shall be adjusted to account for inflationary increases in the costs of providing road facilities using the Construction Cost Index calculated by the Engineering News-Record (ENR). For each such adjustment, the road facilities development impact fees shown in Table 82-55 shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.

Sec. 82-86. - Individual Assessment of Development Impact.

- (a) In-lieu of calculating the road facilities development impact fees by reference to the fee schedule in Table 82-85: Road Facilities Development Impact Fee Schedule, by Service Area, a fee payor may request that the amount of the required road facilities development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.
- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standard and system improvement costs for road facilities used in the road facilities development impact fee study and CIP, shall use the formula for calculating the impact fee used in the road facilities development impact fee study and CIP (no adjustments in the assumption of credits shall be made), and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the road facilities development impact fee study and CIP and reflected in Table 82-85: Road Facilities Development Impact Fee Schedule, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.
- (d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee based on the standards in Section 82-86(c), as the basis for calculating road facilities development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for road facility system improvements created by the proposed development than the applicable fee in Table 82-56: Road Facilities Development Impact Fee Schedule, by Service Area, then the road facilities development impact fees due shall be calculated according to the assessment.

Sec. 82-87. - Credits.

- (a) Any developer/fee payor which is obligated to pay a road facilities development impact fee under this section may apply for credit against road facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any land dedication for right-of-way (ROW), construction, or contribution for road facilities system improvements that are identified in the Table 82-87a: Road Facility Projects, North of the Broad River, for development north of the Broad River, and Table 82-87b: Road Facility Projects, South of the Broad River, for development south of the Broad River. that are accepted by County Council.

TABLE 82-87a: ROAD FACILITY PROJECT NORTH OF THE BROAD RIVER	
Transportation Projects	Type of Improvement
US 21/SC 802 Connector SE (Hazel Farms Road)	New Road
US 21/SC 802 Connector NW (Sunset/Miller Road)	New Road
US 21/SC 802 Intersection Improvement (Sea Island Parkway/Sams Pt. Road)	Intersection Improvements
US 21/SC 128 Intersection Improvement (Ribault Road/Lady's Island Drive)	Intersection Improvements
Boundary Street Connectivity (Polk Street Parallel Road)	New Road
Joe Frazier Road Improvements	Access Management
US 21 Business (Woods Memorial Bridge ITS)	Intelligent Transportation Systems
Sea Island Parkway Improvements	Access Management/ Complete Streets
Spine Road – Port Royal Port	New Road
US 21 and Parker Drive Mast Arm Signal	Traffic Signal
9 Traffic Signals	Traffic Signal
Port Royal Road Interconnectivity	New Road

TABLE 82-87b: ROAD FACILITY PROJECT SOUTH OF THE BROAD RIVER	
Transportation Projects	Type of Improvement
US 278 at Jenkins Island Alternate 2A Super Street Plan	Superstreet Plan
US 278 Bridge Widening 6-lane widening from Bluffton 5A to Jenkins Island	Bridge Widening
US 278 Access Management	Access Management
US 278/SC 170 Interchange – ramp reconfiguration for added capacity	Interchange Improvements
SC 170 – US 278 to Tide Watch – widen to 6 lanes	Road Widening
SC 46/170 Widen to 6-lane divided from Argent Blvd. to SC 462	Road Widening

TABLE 82-87b: ROAD FACILITY PROJECT SOUTH OF THE BROAD RIVER	
Transportation Projects	Type of Improvement
Buckwalter Parkway access management – roadway connectivity	Access Management
May River Road access management (including bike/ped)	Access Management
Burnt Church Road from Bluffton Parkway to All Joy Turn access management (including bike/ped)	Access Management
Buck Island Rd. widening to 3 lanes from US 278 to Bluffton Parkway (including bike/ped)	Road Widening
Lake Point Drive/Old Miller Road Connection with (including bike/ped)	New Road
SC 170/SC 46 Widening to 4-lane from roundabout to Jasper County	Road Widening
Innovation Drive	New Road
Buckwalter Frontage Connector Road from Buckwalter Parkway through Willow Run	New Road
16 Traffic Signal	Traffic Signal

(b) Valuation of Credits.

- (1) Credit for land dedication for ROW, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.
- (2) Credit for construction of road facilities system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor . The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.
- (3) Credit for a contribution for road facilities system improvements shall be based on the value of the contribution at the time it is made by the fee payor.

(c) When Credits Become Effective.

- (1) Credits for land dedication for ROW shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) the land has been conveyed to the County in a form established by the County at no cost to the County, and (c) the dedication of land for ROW has been accepted by the County.
- (2) Credits for construction of road facility system improvements shall become effective after the credit is approved by the County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into,(b) a suitable maintenance and warranty bond has been received and approved by the County Council, and(c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements.

- (3) Credits for contributions shall become effective after the contribution is approved by the County Council, (a) a credit Agreement/Development Agreement has been entered into, and (b) the contribution is provided to and accepted by the County Council.
- (4) Credits for land dedication for ROW, construction of road facility system improvements, or contributions shall be transferable within the same development for road facilities development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this article are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County for registration.
- (5) The total amount of the credit shall not exceed the amount of the road facilities development impact fees due and payable for the project.
- (6) The Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for road facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the road facilities development impact fees the fee payor shall receive.
- (7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land for ROW, construct road facility system improvements, and/or make contributions, to the extent the fair market value of the land for ROW, the construction of road facility system improvements, and/or the contributions exceed the obligation to pay road facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement.

Sec. 82-88. – Trust Account for Road Facilities Development Impact Fees.

The County and the participating municipalities hereby establish segregated Road Facilities Development Impact Fee Trust Accounts. All road facilities development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Account. By November 1 of each year, the participating municipality shall transfer the road facilities development impact fees they collect to the County. Upon receipt, the County shall place the funds in its Road Facilities Development Impact Fee Trust Account. Each Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to road facilities development impact fee funds.

Sec. 82-89. - Expenditure of Fees for Road Facilities System Improvements.

Road facilities development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 *et seq.*, solely and exclusively for road facilities system improvements in the CIP.

Sec. 82-90. - Development Agreement Option.

- (a) The developer may pay the road facilities development impact fee, as calculated pursuant to Section 82-85, as the proposed development project's proportionate share of road facilities system improvement costs and as full and complete payment of such obligations. In the alternative, the developer may enter into an agreement with the County pursuant to the State Local Government Development Agreement Act, providing for dedication of land for ROW, the construction of roads, and/or for payments in-lieu of development impact fees for road facilities, through a development agreement.

- (b) A road facilities development impact fee may not be imposed on a developer who has entered into a development agreement with the County that provides for the road facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for road facility system improvements may only be entered into with the authorization and approval of both the County and the developer, and after consultation with an affected municipality, if applicable.

Sec. 82-91. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Section 82-21 *et. seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Section 82-21 *et. seq.*

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a road facilities development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et. seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or participating municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated development impact fees under protest, pursuant to the County impact fee procedures in Section 82-21 *et. seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, nor from requesting a refund, nor from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fees as calculated by the County or municipality to be due,
- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the road facilities development impact fees, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 *et seq.*, or other remedies available by law.

Sec. 82-92. - County Remedies.

- (a) The County and the participating municipalities (to the extent authorized in the intergovernmental agreements with the County), and pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 *et seq.*, shall have all of the following remedies, which may be exercised individually or collectively.
 - (1) *Interest and Penalties.* The County or participating municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated road facilities development impact fees due, pursuant to the impact fee procedures in Section 82-21 *et seq.*
 - (2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the County-calculated or municipality-calculated road facilities development impact fees due.
 - (3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures set forth in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay

the required County-calculated or municipality-calculated road facilities development impact fees in full.

- (b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section at its discretion. The failure to pursue any remedy, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy at such other time as may be deemed appropriate.

Sec. 82-93. – Refund of Fees.

(a) A collected road facilities development impact fee shall be refunded to the owner of record of property on which a road facilities development impact fee has been paid if:

(1) The road facilities development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the road facilities development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of collected road facilities development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-94. - Intergovernmental Agreement.

Prior to collection of a road facilities development impact fee pursuant to this article within a participating municipality, the County shall enter into an intergovernmental agreement with the participating municipality. Each intergovernmental agreement shall:

- (a) Specify the reasonable share of funding joint system improvements for road facility system improvements by each governmental unit or entity; and
- (b) Provide for the collection of the road facilities development impact fee by the municipality within its corporate limits, and by the County within the unincorporated County; and
- (c) Provide for the timely transfer of road facilities development impact fee funds from the municipality to the County; and
- (d) Provide for the timely expenditure of the road facilities development impact fee funds by the County, in accordance with the CIP.

Sec. 82-95. - Termination of the Road Facilities Development Fee.

The road facilities development impact fees shall be terminated upon the completion/conclusion of all of the road facilities development impact fee-funded capital improvements, as set forth in the CIP, unless:

- (a) The County adopts a CIP for a subsequent time period; or
- (b) The County adopts an updated road facilities development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

Secs. 82-96—82-110. - Reserved.

EXHIBIT E**ARTICLE V. – LIBRARY FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****Sec. 82-111. - Adoption.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, the library development impact fee is adopted and imposed in accordance with the procedure and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating municipalities of _____.⁴

Sec. 82-112. – Establishment of Service Area.

There are two service areas for library development impact fees. They are the South Beaufort County Library Service Area and the North Beaufort County Library Service Area. The South Beaufort County Library Service Area includes those parts of the County south of the Broad River. The North Beaufort County Library Service Area includes those parts of the County north of the Broad River. The boundaries of these services areas are identified in Figure 82-112: Beaufort County Library Service Areas.

⁴ This amendment is drafted so that when it is determined which municipalities will participate in the library development impact fee, they can be identified here and in other relevant places in the draft (potentially the cities of Beaufort and Hardeeville, and the towns of Hilton Head Island, Bluffton, Port Royal, and Yemassee).

FIGURE 82-112: BEAUFORT COUNTY LIBRARY SERVICE AREAS



Sec. 82-113. - Incorporation of Support Study.

The County and the participating municipalities hereby rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for the library development impact fees for library facility system improvements set out in *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “library development impact fee study and CIP”). The library development impact fee study and CIP are incorporated herein by reference. The library development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development on the South Beaufort County Library Service Area and the North Beaufort County Library Service Area.

Sec. 82-114. – Imposition of Library Development Impact Fees

- (a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and the participating municipalities, and in accordance with the impact fee procedures in Section 82-21 *et seq.*, the State Development Impact Fee Act, and the library development impact fee study and CIP, library development impact fees shall be imposed in the South Beaufort County Library Service Area and the North Beaufort County Library Service Area.
- (b) The library development impact fee shall be imposed on all new residential development (dwelling units) in the County, unless the residential development is exempted, or an exception or waiver is

granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. A library development impact fee shall only be imposed if a new dwelling unit is developed.

- (c) The library development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

Sec. 82-115. – Library Impact Fee Schedule.

- (b) The following general procedure shall be followed upon receipt of an application for a building permit for new development:
 - (1) Identify the applicable service area (South Beaufort County Library Service Area or North Beaufort County Library Service Area) based on the development’s location;
 - (2) Determine if any of the dwelling units qualify for a discount as “affordable housing” in accordance with Sec. 82-33(b)(3)c, and if so the number of those dwelling units and the amount of the discount;
 - (3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-116,
 - (4) If an Individual Assessment of Development Impact is not approved, or not applied for, identify the number of dwelling units, and the square feet in size of each dwelling unit, and then apply the fee schedule in Table 82-115: Library Development Impact Fee Schedule, by Service Area, to each dwelling unit; or
 - (5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

TABLE 82-115: LIBRARY DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
Housing Unit Size	North Beaufort County Library Service Area Impact Fee	South Beaufort County Library Service Area Impact Fee
1,000 sf or less	\$225	\$151
1,001 to 1,250 sf	\$273	\$189
1,251 to 1,500 sf	\$321	\$227
1,501 to 1,750 sf	\$369	\$252
1,751 to 2,000 sf	\$401	\$278
2,001 to 2,500 sf	\$466	\$316
2,501 to 3,000 sf	\$498	\$353
3,001 to 3,500 sf	\$546	\$379
3,501 to 4,000 sf	\$578	\$404
4,001 or more sf	\$610	\$417

Sec. 82-116. - Individual Assessment of Development Impact.

- (a) In-lieu of calculating the library facilities development impact fees by reference to the fee schedule in Table 82-115, Library Development Impact Fee Schedule, by Service Area, a fee payor may request that the amount of the required library development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.
- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standard and system improvement costs for library facilities used in the library development impact fee study and CIP, shall use the formula for calculating the development impact fees used in the library development impact fee study and CIP, and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the appropriate support study and reflected in Table 82-115: Library Development Impact Fee Schedule, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.
- (d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee as the basis for calculating library development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for library facility system improvements created by the proposed development than the applicable fee in Table 82-115: Library Development Impact Fee Schedule, by Service Area, then library development impact fees due under this Ordinance shall be calculated according to such assessment.

Sec. 82-117. – Credits.

- (a) Any developer/fee payor which is obligated to pay a library development impact fee under this section may apply for credit against library development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for library facility system improvements that are accepted by the County Council for library facility system improvements identified in the CIP.
- (b) *Valuation of Credits*
 - (1) Credit for land dedication for library facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.
 - (2) Credit for construction of library facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.
 - (3) Credit for a contribution for library facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor.
- (c) *When Credits Become Effective*
 - (1) Credits for land dedication for library facility system improvements shall become effective after the credit is approved by the County Council pursuant to this section, a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.

- (2) Credits for construction of library facility system improvements shall become effective after the credit is approved by County Council pursuant to this section, a Credit Agreement/Development Agreement is entered into, a suitable maintenance and warranty bond has been received and approved by the County Council, and all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.
- (3) Credits for contributions shall become effective after the contribution is approved by the County Council or applicable municipal legislative body pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable municipal legislative body.
- (4) Credits for land dedication, construction of library facility system improvements, or contributions, shall be transferable within the same development for library development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.
- (5) The total amount of the credit shall not exceed the amount of the library development impact fees due and payable for the project.
- (6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for library facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the library development impact fees the fee payor shall receive.
- (7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct library facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those library facility system improvements exceed the obligation to pay library development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the library facility system improvements constructed.

Sec. 82-118. -Trust Account for Library Development Impact Fees.

The County and the participating municipalities hereby establish segregated Library Development Impact Fee Trust Accounts. All library development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Account. By November 1 of each year, the participating municipalities shall transfer the library development impact fees they collect to the County. Upon receipt, the County shall place these impact fee funds in its Library Development Impact Fee Trust Account. Each Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to library development impact fee funds.

Sec. 82-119. - Expenditure of Fees for Library Facility System Improvements.

Library development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 *et seq.*, solely and exclusively for library facility system improvements as set forth in the library development impact fee study and CIP. System improvements generally include the following: acquisition of land for libraries, expansion to existing library buildings and related facilities, and bookmobiles.

Sec. 82-120. - Development Agreement Option.

- (a) The developer may pay the library development impact fee, as calculated pursuant to Section 82-115, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations. In the alternative, a developer may enter into a development agreement with the County pursuant to the State Local Government Development Agreement Act and provide for dedication of land, construction of buildings and related facilities, bookmobiles, and/or for payments in-lieu of development impact fees for library facilities through a development agreement.
- (c) A library development impact fee may not be imposed on a developer who has entered into a development agreement with the County that provides for the library facility system improvement needs of the developer's development project that is subject to the development agreement.
- (d) A development agreement for library facility system improvements may only be entered into with the authorization and approval of both the County and the developer.

Sec. 82-121. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 *et seq.*, shall have the following rights.

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a municipal or County decision related to the imposition, calculation, collection, processing, or expenditure of library development impact fees, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or participating municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated development impact fees under protest, pursuant to the County impact fee procedures in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal nor from requesting a refund, nor from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures in Section 82-21 *et seq.*
- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the library development impact fee, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 *et seq.*, or other remedies available by law

Sec. 82-122. - County Remedies.

- (a) The County and a participating municipality (to the extent authorized in the intergovernmental agreements with the County), pursuant to the State Development Impact Fee Act, and the County impact fee procedures as set forth in Section 82-21 *et seq.*, shall have all of the following remedies, which may be exercised individually or collectively:
 - (1) *Interest and Penalties.* The County or participating municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated library development impact fees due, pursuant to the impact fee procedures in Section 82-21 *et seq.*
 - (2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a

building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the library development impact fee due.

- (3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Section 82-21 *et seq.* for failure of the developer/applicant to timely pay the required library development impact fee in full.
- (b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

Sec. 82-123. – Refund of Fees.

(a) A collected library development impact fee shall be refunded to the owner of record of property on which a library development impact fee has been paid if:

(1) The library impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the library development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of collected library development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-124. - Intergovernmental Agreements.

Prior to collection of the library development impact fee in a participating municipality, the County shall enter into an intergovernmental agreement with the participating municipality. Each intergovernmental agreement shall:

- (a) Specify the reasonable share of funding joint system improvements for library facility system improvements by each governmental unit; and
- (b) Provide for the collection of the library development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and
- (c) Provide for the timely transfer of library development impact fee funds from the municipality to the County; and
- (d) Provide for the timely expenditure of the library development impact fee funds by the County, in accordance with the CIP.

Sec. 82-125. - Termination of the Library Development Fee.

The library development impact fee shall be terminated upon the completion/conclusion of all of the library development impact fee-funded capital improvements as set forth in the CIP, unless:

- (a) The County adopts a CIP for a subsequent time period; or
- (b) The County adopts an updated library development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

Secs. 82-126—82-130. – Reserved

EXHIBIT F**ARTICLE VI. – FIRE FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****Sec. 82-131. - Adoption.**

Pursuant to the impact fee procedures in Section 82-21 et seq., the fire facilities development impact fee is adopted and imposed on all new development in the County in accordance with the procedures and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating fire districts (_____) ⁶ and the participating municipalities of _____.⁷

Sec. 82-132. - Establishment of Service Area.

There are two service areas for fire facilities development impact fees. They are the Bluffton Fire District Service Area and the North Beaufort County Fire District Service Area. The Bluffton Fire District Service Area includes the [redacted] fire districts. The North Beaufort County Fire Service Area includes the Burton, Lady's Island St. Helena, and Sheldon fire districts. The boundaries of these services areas are identified in Figure 82-132: Beaufort County Fire Facilities Service Areas.

[map needed]

Sec. 82-133. – Incorporation of Support Study.

The County and the participating municipalities hereby rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for fire facilities development impact fees for fire facility system improvements set out in *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “fire facilities development impact fee study and CIP”). The fire facilities development impact fee study and CIP are incorporated herein by reference. The fire facilities development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the Bluffton Fire District Service Area and the North Beaufort County Fire Service Area.

Sec. 82-134. - Imposition of Fire Facilities Development Impact Fees.

- (a) The fire facilities development impact fees shall be imposed on all new development in the service areas, unless the development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c.
- (b) The fire facilities development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required prior to construction, or prior to issuance of a development permit.

Sec. 82-135 – Fire Facilities Development Impact Fee Schedule.

- (a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and the participating municipalities), and in accordance with the County impact fee procedures set forth in Section 82-21 et seq., the South Carolina Development Impact Fee Act, and the fire facilities

⁶ NOTE TO STAFF: The fire districts that are participating in the development impact fee program and which the County has entered into intergovernmental agreements will be identified here and be known as the “participating fire districts). In the North Beaufort County Fire District Service Area they include the Burton, Lady's Island St. Helena, and Sheldon fire districts. In the Bluffton Fire District Service Area they include the [redacted] fire districts.

⁷ This amendment is drafted so that when it is determined which municipalities will participate in the parks and recreation development impact fee, they can be identified here and in other relevant places in the draft (potentially the cities of Beaufort and Hardeeville, and the towns of Hilton Head Island, Bluffton, Port Royal, and Yemassee).

development impact fee study and CIP, fire facilities development impact fees shall be imposed in the Bluffton Fire District Service Area and the North Beaufort County Fire Service Area.

- (b) The following general procedure shall be followed upon receipt of an application for a building permit or development permit, whichever is applicable, for new development:
 - (1) Identify the applicable service area (Bluffton Fire District Service Area or North Beaufort County Fire Service Area) based on the development’s location;
 - (2) Determine if any of the dwelling units qualify for a discount as “affordable housing” in accordance with Sec. 82-33(b)(3)c and if so the number of those dwelling units and the amount of the discount;
 - (3) Determine if any of the nonresidential development qualifies for a waiver of the fire facilities development impact fee due to the inclusion of automatic sprinklers, where otherwise not required by the applicable County fire code or fire district codes and regulations.
 - (3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-136.
 - (4) If an Individual Assessment of Development Impact is not approved, or not applied for, calculate the fee as follows:
 - a. For residential development, identify the number of dwelling units, and the square feet in size of each dwelling unit, then apply the fee schedule in Table 82-135a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, to each dwelling unit; and

TABLE 82-135a: FIRE FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE FOR RESIDENTIAL DEVELOPMENT, BY SERVICE AREA		
Housing Unit Size	Bluffton Fire District Service Area	North Beaufort County Fire Service Area
1,000 sf or less	\$477	\$601
1,001 to 1,250 sf	\$600	\$742
1,251 to 1,500 sf	\$715	\$872
1,501 to 1,750 sf	\$791	\$1,001
1,751 to 2,000 sf	\$877	\$1,084
2,001 to 2,500 sf	\$991	\$1,260
2,501 to 3,000 sf	\$1,115	\$1,343
3,001 to 3,500 sf	\$1,191	\$1,473
3,501 to 4,000 sf	\$1,267	\$1,555
4,001 or more sf	\$1,315	\$1,649

- b. For nonresidential development, determine the fire hazard level of the development, and apply the fee schedule per 1,000 square foot of development in Table 82-135b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, assigning a fee of \$953 for each Equivalent Dwelling Unit (EDU) (or fraction thereof) in the Bluffton Fire District Service Area, and \$1,178 for each EDU (or fraction thereof) in the North Beaufort County Fire Service Area.. (For purposes of this article, fire hazard level means and refers to the extent to which a building or structure contributes to the demand for fire stations, facilities and apparatus, as set forth in the applicable capital improvements plan for the fire district,

based on a variety of factors as set forth in Table 10-4A of the Fire Protection Handbook (National Fire Protection Association, 1992).⁸ Fire hazard levels are defined as low hazard occupancies, medium hazard occupancies, or high hazard occupancies.

TABLE 82-135b: FIRE FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE FOR NONRESIDENTIAL DEVELOPMENT				
Fire Hazard Level	Up to 1,000 sq ft	1,001 to 5,000 sq ft	5,001 to 10,001 sq ft	10,000 sq ft and larger
	Base Minimum	Additional per 1,000 sq ft		
Low Hazard	1.0 EDU	0.8 EDU	0.5 EDU	0.1 EDU
Medium Hazard	1.5 EDU	1.2 EDU	0.75 EDU	0.15 EDU
High Hazard	2.0 EDU	1.6 EDU	1.0 EDU	0.2 EDU

- (5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

Sec. 82-136. - Individual Assessment of Development Impact.

- (a) In-lieu of calculating the fire facilities development impact fee by reference to the fee schedule in Table 82-135a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, or Table 82-135b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, a fee payor may request that the amount of the required fire facilities development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.
- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standard and system improvement costs for fire facilities for the service areas used in the fire facilities development impact fee study and CIP, shall use the formula for calculating the development impact fees used in the fire facilities development impact fee study and CIP (no adjustments in the assumption of credits shall be made), and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the fire facilities development impact fee study and CIP and reflected in Table 82-135a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, and/or Table 82-135b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.
- (d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee as the basis for calculating fire facilities development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for fire facility system improvements created by the proposed development than the applicable fee in Table 82-135a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, and/or Table 82-135b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, then

⁸ This is the reference in the current ordinance. Is there an updated reference we should include?

the fire facilities development impact fees due under this article shall be calculated according to such assessment.

Sec. 82-137. - Credits.

- (a) Any developer/fee payor which is obligated to pay a fire facilities development impact fee under this section may apply for credit against fire facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for fire facility system improvements that are accepted by the County Council for fire facility systems improvements identified in the CIP.
- (b) *Valuation of Credits*
 - (1) Credit for land dedication for fire facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.
 - (2) Credit for construction of fire facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.
 - (3) Credit for a contribution for fire facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor.
- (c) *When Credits Become Effective*
 - (1) Credits for land dedication for fire facilities shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County or applicable Fire District in a form established by the County or applicable Fire District at no cost to the County or applicable Fire District, and (b) the dedication of land has been accepted by the County or applicable Fire District.
 - (2) Credits for construction of fire facility system improvements shall become effective after the credit is approved by County Council or applicable Fire District pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council or applicable municipal legislative body, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements (or Fire District requirements, as applicable).
 - (3) Credits for contributions shall become effective after the contribution is approved by the County Council or applicable Fire District pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable Fire District.
 - (4) Credits for land dedication, construction of fire facility system improvements, or contributions, shall be transferable within the same development for fire facilities development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.
 - (5) The total amount of the credit shall not exceed the amount of the fire facilities development impact fees due and payable for the project.
 - (6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council or applicable Fire District. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction,

or contribution for fire facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the fire facilities development impact fees the fee payor shall receive.

- (7) The County Council or applicable municipal legislative body may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct fire facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those fire facility system improvements exceed the obligation to pay fire facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the fire facility system improvements constructed.

Sec. 82-138. - Trust Account for Fire Facilities Development Impact Fees.

The County and the participating municipalities hereby establish segregated Fire Facilities Development Impact Fee Trust Accounts. All fire facilities development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Accounts. By November 1 of each year, the participating municipalities shall transfer the fire facilities development impact fees they collect to the County. Upon receipt, the County shall place these impact fee funds in its Fire Facilities Development Impact Fee Trust Account. Each Trust Fund shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to fire facilities development impact fee funds.

Sec. 82-139. - Expenditure of Fees for Fire Facility System Improvements.

Fire facilities development impact fees shall be used by the County in accordance with the development impact fee procedures in Section 82-21 *et seq.*, solely and exclusively for fire facility system improvements as set forth in the parks and recreation development impact fee study and CIP. System improvements generally include the following: new fire stations; fire station renovations that constitute fire station expansions; and major fire apparatus and equipment, such as pumper trucks, tanker trucks, telesquirt trucks, ladder trucks, and the like.

Sec. 82- 140. - Development Agreement Option.

- (a) The developer may pay the fire facilities development impact fee, as calculated pursuant to Section 82-134, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations. In the alternative, the developer may enter into an agreement with the County or a participating municipality pursuant to the South Carolina Local Government Development Agreement Act, and provide for dedication of land, construction of fire facility improvements (new or renovated fire stations that constitute expansions), contributions of major fire apparatus and equipment, or contributions for fire facility system improvements, through a development agreement.
- (b) A fire facilities development impact fee may not be imposed on a developer who has entered into a development agreement with the county who provides for the fire facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for fire facilities may only be entered into with the authorization and approval of both the county and the developer, or the participating municipality and developer, after consultation with the applicable Fire District and with the formal approval of its governing body.

Sec. 82-141. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 *et seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Section 82-21 *et seq.*

- (a) *Administrative appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a fire facilities development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or participating municipality to be due.
- (b) *Payment under protest.* The developer/applicant may pay the County-calculated or municipal-calculated development impact fee under protest, pursuant to the County impact fee procedures in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the full amount of the development impact fees as calculated by the County or municipality to be due.
- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County (and, if applicable, municipality) and the applicable fire district, and only to address a disagreement related to the fire facilities development impact fee, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 *et seq.*, or other remedies available by law.

Sec. 82-142. - County remedies.

- (a) The County and the participating municipalities (to the extent authorized in the intergovernmental agreements with the County), pursuant to the State Development Impact Fee Act and the County Impact Fee procedures in Section 82-21 *et seq.*, shall have all of the following remedies, which may be exercised individually or collectively.
 - (1) *Interest and Penalties.* The County or participating municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated fire facilities development impact fee due, pursuant to the impact fee procedures in Section 82-21 *et seq.*
 - (2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the fire facilities development impact fee due.
 - (3) *Withholding of Utility Service.* The County or participating municipality may withhold the provision of utility services to a proposed development project until the required fire facilities development impact fee has been paid in full, in accordance with the procedures set forth in the impact fee procedures in Section 82-21 *et seq.*
 - (4) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay the required fire facilities development impact fee in full.
- (b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

Sec. 82-143. – Refund of Fees.

- (a) A collected fire facilities development impact fee shall be refunded to the owner of record of property on which a fire facilities development impact fee has been paid if:

(1) The fire facilities development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the fire facilities development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of fire facilities development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-144. - Intergovernmental Agreements.

Prior to collection of a fire facilities development impact fee in a fire district pursuant to this article, the County and the fire district shall enter into an intergovernmental agreement, and the County and the participating municipalities in the relevant fire district service area shall enter into intergovernmental agreements. Each intergovernmental agreement between the County and participating municipality shall:

- (a) Specify the reasonable share of funding of joint system improvements for fire facility system improvements by each governmental unit or entity; and
- (b) Provide for the collection of the fire facilities development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and
- (c) Provide for the timely transfer of fire facilities development impact fee revenues from the municipality to the County, and then the transfer of the fees collected by the participating municipalities and the County to the fire district; and
- (d) Provide for the timely expenditure of the fire facilities development impact fee revenues by the applicable fire district, in accordance with the CIP.

Sec. 82-145. - Termination of the Fire Facilities Development Impact Fee.

The fire facilities development impact fee shall terminate upon the completion of all of the fire facilities development impact fee-funded capital improvements, as set forth in the CIP, unless:

- (a) The County, in conjunction with the fire districts, adopts a CIP for a subsequent time period; and
- (b) The County adopts an updated fire facilities development impact fee for the fire district service areas, pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

Secs. 82-146—82-170. - Reserved.

EXHIBIT G (NOW COMBINED W EXHIBIT D)

ARTICLE VII. ROAD FACILITIES—NORTHERN BEAUFORT COUNTY

Sec. 82-151. Geographic application of road facility development impact fees.

The road facility development impact fees shall be applicable county-wide throughout the service area, including within all unincorporated areas of the county and, via intergovernmental agreements, within all incorporated municipalities in northern Beaufort County, those being the City of Beaufort and Town of Port Royal.

Sec. 82-152. Road facilities costs.

(a) Pursuant to this article, and in accordance with the Beaufort County impact fee procedures, the South Carolina Development Impact Fee Act and the Beaufort County adopted capital improvements plan for roads in northern Beaufort County, incorporated herein by reference, road facilities development impact fees shall be imposed and collected in northern Beaufort County, pursuant to appropriate intergovernmental agreements between the county and municipalities therein, as necessary, in accordance with the cost per vehicle trip/day (VT/D) as set forth below, and in accordance with the vehicle trips/day, by land use type, as published in the ITE trip generation manual and in accordance with the road facilities development impact fee calculation formula, incorporated herein.

Table 4

Road Facilities Cost Per VT/D by Service Area

Service Area	Cost Per Vehicle Trip End Per Day*
Northern Beaufort County	\$81.00**

*See Exhibit "A", on file with the City Clerk, which sets forth the formula for calculating the road facilities impact fee for northern Beaufort County.

**After application of a 50 percent discount rate.

(b) The developer of any proposed development project including nonresidential development, in whole or in part, may apply to the county for permission to perform an individual traffic impact assessment to determine the trip generation characteristics and rates specifically applicable to the nonresidential land uses included in the proposed development project. If the developer elects to perform an individual traffic impact assessment, it shall be performed by a qualified traffic engineering firm with experience in the performance of such analyses. The developer shall be responsible at his sole expense for preparing the analysis and submitting it to the county for review in a timely manner. The independent traffic impact analysis shall explain in detail the methodology used. It shall be supported by professionally acceptable data and assumptions and shall describe in detail why the VT/D schedule and calculation formula as described herein are not appropriate for the particular proposed development project. The independent traffic impact analysis shall be subject to review and approval by the county, acting through the county engineer who may, at his discretion, seek the advice of other county staff and officials, or outside consultants, if deemed necessary.

Sec. 82-153. Imposition and calculation of road facilities development impact fees.

(a) Upon the effective date of this article, the road facilities development impact fee for northern Beaufort County shall be imposed on and collected from all developers (fee payors) for which authorization of

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commencement of a development (building permit or, if no subsequent building permit is required, a development permit), is sought from the county, or from a municipality in northern Beaufort County pursuant to an intergovernmental agreement, in accordance with this article and the procedures set forth in the Beaufort County Impact Fee Procedures Ordinance.

- ~~(b) When an application for such building permit is received by the appropriate county or municipal staff/official, the staff/official shall determine:

 - ~~(1) The number and type of residential dwelling units proposed;~~
 - ~~(2) Whether any of the proposed residential dwelling units qualify for a discount as "affordable housing" and, if so, the number and type of such units;~~
 - ~~(3) The type and square footage of nonresidential development proposed;~~
 - ~~(4) The number of vehicle trips/day generated by the proposed residential or nonresidential development pursuant to the ITE Trip Generation Manual; and~~
 - ~~(5) Whether the applicant has applied for the preparation of an independent traffic impact analysis pursuant to section 82-152(b), above, to be submitted to the county for review.~~~~
- ~~(c) The appropriate county or municipal staff/officials shall then multiply the vehicle trips/day generated by the proposed amount and type of residential or nonresidential land use pursuant to ITE trip generation rates by the applicable cost per vehicle trip/day in northern Beaufort County service area to derive a total road facility development impact fee cost due for the proposed development pursuant to the calculation formula set forth in exhibit "A", on file with the city clerk.~~
- ~~(d) The procedure for timely processing of building permit subject to the road facilities development impact fee is set forth below. This procedure is intended to occur concurrently with the county's (or municipality's) required plans review process and to cause no additional delay, unless developer rights (see section 82-156) and/or county remedies (see section 82-157) are triggered, or unless a development agreement is sought by the applicant (see section 82-155), or unless an independent traffic impact analysis is performed by the developer (see section 82-152(b) and subsection (b), above).~~

Step Order	Major Steps	Responsible Party	Time
1.	Filing of application for development permit or development approval	Developer/applicant	Initiates process
2.	Determination of applicable service area	Building official	Concurrent with plans review
3.	Determination of amount and type of residential development (number of DU's) and nonresidential development (square feet of GFA by type of development); see classification in ITE Trip Generation Manual for conversion to VT/D	Building official	Concurrent with plans review

4.	Determination of the number and type of affordable housing units, if any	Referral to planning department	Concurrent with plans review
5.	Multiply number of DU'S/EDU's by applicable VT/D conversion rate ITE rates to derive total number of VT/D generated by the proposed development project	Building official	Concurrent with plan review
5A.	Alternative: Independent traffic generation impact analysis	Applicant; review by county engineer and other county departments as needed	Extension of time, as may be necessary
5B.	Alternative: Development agreement, if sought by applicant	Planning department	Extension of time, as may be necessary
6.	Multiply total number of VT/D by applicable cost per VTID, by appropriate service area, per Table 1 in section 82-152(a) to derive total road facilities development impact fee due	Building official	Concurrent with plan review
7.	Payment of total road facilities development impact fee for development project	Developer/applicant	Upon issuance of building/development permit
8.	Issue receipt for road facilities development	Building official	Upon issuance of impact fee paid building/development permit
9.	Transfer of road facilities development impact fee revenues collected to county finance department for placement in appropriate account	Building official	Following issuance of building/development permit

~~(e) If the proposed residential development includes affordable housing, the road facilities development impact fee shall be reduced in accordance with the discount schedule set forth in section 6.B.(3)(c) of the Impact Fee Procedures Ordinance; provided, however, that "time share" dwelling units do not qualify as affordable housing and are not eligible for discounts in any circumstances.~~

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- ~~(f) Proposed change of use of building or structure; or renovation or rehabilitation which adds residential dwelling units and/or nonresidential square footage: determine only the additional road facilities demand resulting from the change of use or the additional residential DU's and/or nonresidential EDU's and calculate the road facilities development impact fee due as above, but only for such additional demand, not for existing demand.~~
- ~~(g) Increase in service units or change in type of development: the county (or municipalities) may not charge a road facilities development impact fee at a higher rate, nor may it charge additional road facilities development impact fees for a proposed development project, as determined above, unless the number of service units increases or the change in the type or characteristics of the proposed development project changes, thereby increasing the road facilities demand. In that event, the additional road facilities development impact fees calculated and imposed shall be limited only to the demand attributable to the additional service units or to the change in the type of development or scope of the proposed development project.~~
- ~~(h) The provisions herein shall be applicable to all development, residential, and nonresidential, as of the effective date herein, except for residential projects that have submitted complete applications for building permits along with complete plans and specifications as of January 1, 2005, and except for nonresidential projects that have received all final approvals from the Beaufort County Development Review Team as of January 1, 2005, and for which complete plans have been submitted and are under review by the Building Inspection Department as of January 1, 2005.~~

Sec. 82-154. Expenditure of fees for system improvements.

All road facilities development impact fees collected pursuant to this article shall be used for system improvements as set forth in the county's adopted capital improvements plan for roads in northern Beaufort County. System improvements generally include, but are not limited to, the following: acquisition of land for, and construction of, new roads, road improvements, new intersection and intersection improvements, traffic signals and related facilities designed to expand the road system capacity, longevity and durability.

Sec. 82-155. Development agreement option.

- ~~(a) The developer may pay the road facilities development impact fee, as calculated pursuant to section 82-153, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations.~~
- ~~(b) In the alternative, the developer may pursue an agreement with the county pursuant to the South Carolina Local Government Development Agreement Act, providing for dedication of land, construction of facilities and improvements and/or for payments in lieu of development impact fees for road facilities.~~
- ~~(c) The agreement may provide for the construction or installation of system improvements by the developer and for credits or reimbursements for costs incurred by the developer, including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one proposed development project.~~
- ~~(d) A development impact fee may not be imposed on a developer who has entered into a development agreement with the county and/or municipality if the land dedications, system improvements or the like undertaken by the developer per the agreement equates to the impact fees that would have been payable by the developer.~~
- ~~(e) A development agreement for road facilities may only be entered into with the authorization and approval of both the county and the developer, and after consultation with an affected municipality, if applicable.~~

Sec. 82-156. Developer rights.

The developer, pursuant to the act and the Beaufort County Impact Fee Procedures Ordinance, shall have the following rights any or all of which may be exercised only in accordance with the Impact Fee Procedures Ordinance:

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- (a) ~~Administrative appeal.~~ The developer/applicant may file an administrative appeal with the county administrator or city manager or town administrator as may be applicable with respect to a municipal or county decision related to the imposition, calculation, collection, processing or expenditure of a road facilities development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the Beaufort County Impact Fee Procedures Ordinance. If the appeal follows payment of the development impact fee, it must be made within thirty (30) days of the date of fee payment. The filing of an appeal will immediately halt the application process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or municipality to be due.
- (b) ~~Payment under protest.~~ The developer/applicant may pay the county or municipality-calculated development impact fee under protest, pursuant to the Beaufort County Impact Fee Procedures Ordinance. Payment under protest does not preclude the developer/applicant from filing an administrative appeal nor from requesting a refund, nor from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the Impact Fee Procedures Ordinance.
- (c) ~~Mediation.~~ The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payer) as well as the county and only to address a disagreement related to the road facilities development impact fee, as calculated by the county or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payer) from pursuing other developer rights and/or remedies, as set forth herein, or other remedies available by law.

Sec. 82-157. County remedies.

The county, pursuant to the Act and the Beaufort County Impact Fee Procedures Ordinance, and municipalities, to the extent authorized pursuant to intergovernmental agreements with the county, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the Impact Fee Procedures Ordinance.

- (a) ~~Interest and penalties.~~ The county may, at its discretion, add to the amount of the calculated road facilities development impact fee due, reasonable interest and penalties for non-payment or late payment pursuant to the Impact Fee Procedures Ordinance.
- (b) ~~Withholding building or development permit or development approval or certificate of occupancy.~~ The county (or municipality) may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the road facilities development impact fee due.
- (c) ~~Withholding of utility service.~~ The county (or municipality) may withhold the provision of utility services to a proposed development project until the required road facilities development impact fee has been paid in full, in accordance with the procedures set forth in the Impact Fee Procedures Ordinance.
- (d) ~~Lien.~~ The county may impose a lien on the developer's property, pursuant to the Impact Fee Procedures Ordinance, for failure of the developer/applicant to timely pay the required road facilities development impact fee in full.
- (e) ~~The county (or municipality) may pursue anyone or all of the remedies described above at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of county (or municipality) rights to pursue any remedy or remedies at such other time as may be deemed appropriate.~~

Sec. 82-158. Intergovernmental agreement.

Prior to imposition of this road facilities development impact fee within a municipality, the municipality shall have entered into an intergovernmental agreement with the county, as specified herein, which intergovernmental agreement shall, inter alia:

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- (a) ~~Specify the system improvement to be made in the municipality, the municipality's consent thereto and acknowledgement of its not currently providing the service or function, or having budgeted for the same, that is to be provided by the county with the road impact fee;~~
- (b) ~~Provide for the collection of the road facilities development impact fee by the municipality within its corporate limits and by the county within the unincorporated area;~~
- (c) ~~Provide for the timely transfer of road development impact fee revenues from the municipality to the county; and~~
- (d) ~~Provide for the timely expenditure of the road facilities development impact fee revenues by the county, in accordance with the adopted capital improvements plan for roads in northern Beaufort County.~~

~~Sec. 82-159. Termination of the fee.~~

~~The road development impact fees shall be terminated at the earlier of twenty (20) years after the effective date of this ordinance, or when sufficient fees have been collected to fund the identified projects, unless:~~

- (a) ~~The county adopts a capital improvements plan for a subsequent time period; or~~
- (b) ~~The county adopts an updated road facilities development impact fee pursuant to the substantive and procedural requirements of the act.~~

~~Sec. 82-160. Liberal construction.~~

~~The provisions of this article shall be liberally construed to effectively carry out its purposes in the interest of further promoting and protecting the public health, safety and welfare.~~

Attachment 4

Priority	Project	Type	Total Cost	Offset from other funding	County Contribution	Notes
1	US 278 Corridor (Moss Creek Dr to Cross Island Parkway)	Bridge Widening	\$290,000,000	\$290,000,000	\$0	
1	SC 170 (Okatie Center Blvd S to Tidewatch Dr)	Road Widening, Access Mgmt	\$40,000,000	\$30,000,000	\$10,000,000	Potential Sales Tax - adjusted other contribution,
1	SC 170 (Tidewatch Dr to SC 462)	Road Widening	\$40,000,000	\$30,000,000	\$10,000,000	Potential Sales Tax - adjusted other contribution
1	SC 46 Widening (Jasper County Line to SC 170)	Road Widening	\$35,000,000	\$0	\$8,750,000	
1	Burnt Church Road (Bluffton Parkway to Alljoy Rd)	Road Widening	\$15,000,000	\$0	\$12,750,000	Originally at 85% - increased to cover max budget
1	US 278 (Jasper County Line to SC 170)	6-lane Road Widening	\$45,000,000	\$33,750,000	\$11,250,000	Potential Sales Tax - adjusted other contribution
1	US 278 Corridor (Gum Tree Rd to Dillon Rd)	Road Widening/Access Management	\$45,000,000	\$0	\$22,500,000	
1	US 278 Frontage Road South (Squire Pope Road to Gum Tre New Road (2-lane/3-lane)		\$10,000,000	\$0	\$8,500,000	
1	US 278 Frontage Road North (Squire Pope Road to Wild Hor New Road (2-lane/3-lane)		\$5,000,000	\$0	\$4,250,000	
1	Sea Pines Circle	Conversion to a multi-lane roundabout	\$15,000,000	\$3,750,000	\$8,437,500	Potential Sales Tax - adjusted other contribution
2	Buckwalter Parkway	Access Management	\$36,000,000	\$0	\$18,000,000	
2	SC 46 Improvements (SC 170 to Buck Island Road)	Widening/Safety Improvements/alt. transportation - see description	\$94,000,000	\$0	\$34,780,000	
2	Bluffton Parkway 5B	New Road	\$50,000,000	\$0	\$42,500,000	Originally at 85% - increased to cover max budget
2	Bluffton Parkway	Access Management	\$45,000,000	\$0	\$22,500,000	
2	Bluffton Parkway Bicycle Facilities	Streetscaping, On-street bike lanes, resurfacing paths, etc	\$30,000,000	\$0	\$15,000,000	
2	Buckwalter Parkway Bicycle Facilities	Streetscaping, On-street bike lanes, resurfacing paths, etc	\$15,000,000	\$0	\$7,500,000	
2	H.E. McCracken	Road Widening	\$18,000,000	\$0	\$9,000,000	
2	Cherry Point Rd	Roadway Improvement	\$2,000,000	\$0	\$1,700,000	
2	Wild Horse Road (US 278 to Gum Tree Rd)	Road Widening + Roundabout	\$5,000,000	\$0	\$4,250,000	
2	Gum Tree Rd (US 278 to Squire Pope Rd)	Road Widening + Roundabout	\$7,500,000	\$0	\$6,375,000	
2	US 278 Bus (Pembroke Drive to Sea Pines Circle)	Access Management	\$25,000,000	\$0	\$12,500,000	Combine
2	Pope Avenue/Palmetto Bay Road with NW Connector	Access Management and new road	\$15,000,000		\$7,500,000	Combine
2	Main Street (Wilborn Road to Hospital Center Blvd)	2 new roundabouts	\$8,000,000		\$4,000,000	
2	New Orleans Road (Arrow Road to St. Augustine Place)	Road Widening	\$2,500,000		\$1,875,000	
3	Buck Island Road (US 278 to Bluffton Parkway)	Road Widening	\$11,000,000	\$0	\$9,350,000	
3	Lake Point Dr/ Old Miller Rd Connection	New Road	\$2,000,000	\$0	\$1,000,000	
3	Innovation Drive	New Road	\$2,500,000	\$0	\$625,000	
3	Bruin Road Extension (Burnt Church Rd to Malphrus Rd)	New Road	\$10,000,000	\$0	\$2,500,000	
3	Malphrus Rd (Bruin Rd Ext to Bluffton Parkway)	Road Widening	\$10,000,000		\$2,500,000	
3	Arrow Road (New Orleans Road to Palmetto Bay Road)	Road Widening + Roundabout	\$15,000,000		\$7,500,000	
3	Marshland Road - Leg O Mutton Road Roundabout	Intersection Improvement	\$2,000,000		\$1,500,000	
3	Dillon Road - Gateway Circle Roundabout	Intersection Improvement	\$2,000,000		\$1,500,000	
	16 Traffic Signal	Traffic Signal	\$16,000,000	\$0	\$13,600,000	
	Rose Hill Connection to Buck Island Rd	New Road	\$4,000,000	\$0	\$3,400,000	

Totals:

Total Costs for Road Projects	\$327,392,500
2030 Vehicle Miles Traveled-South of the Broad	1,585,901
Cost per Vehicle Miles Traveled	\$206.44
Priority 1 & 2 Total Costs	\$283,917,500
2030 Vehicle Miles Traveled-South of the Broad	1,585,901
Capital Cost per Vehicle Miles Traveled	\$179.03
Priority 1 Total Costs	\$96,437,500
2030 Vehicle Miles Traveled-South of the Broad	1,585,901
Capital Cost per Vehicle Miles Traveled	\$60.81

TOWN OF HILTON HEAD ISLAND

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

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

www.hiltonheadislandsc.gov

Alan R. Perry
Mayor

David Ames
Mayor Pro-Tem

Council Members

Alexander Brown, Jr.
Patsy Brison
Tamara Becker
Steve Alfred
Glenn Stanford

Marc Orlando
Town Manager

Eric Greenway
County Administrator
Beaufort County Administration Building
100 Ribaut Road,
Beaufort, SC 29902

January 13, 2023

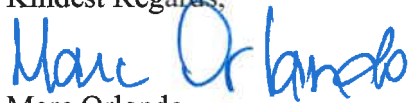
RE: Appropriation of Beaufort County Traffic Impact Fees to The Town of Hilton Head Island

Dear Eric,

We understand there exists approximately \$3.1 million dollars in traffic impact fees designated for Hilton Head Island-Daufuskie Island Benefit District. The Town respectfully requests that the County consider the appropriation and transfer of these fees to the Town, to fund the installation of an Adaptive Traffic Signal Management (ATSM) system on Hilton Head Island. Town and County staffs have been working together on the procurement of a contractor to design and install the system. We intend to execute a contract in the coming weeks. Thus, we respectfully request the full allocation of designated funds (approximately \$3.1 million dollars).

If this is amenable to the County, then I recommend we develop and execute an agreement which stipulates the terms, conditions, and schedule for the County to reimburse the Town those funds to support this very important project. We appreciate your continued cooperation and support of this mutually beneficial project.

Kindest Regards,



Marc Orlando
Town Manager

RECEIVED MAR 07 2022

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD

CHERYL H. HARRIS
EXECUTIVE ASSISTANT

POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2023
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www.beaufortcountysc.gov

ERIC L. GREENWAY
COUNTY ADMINISTRATOR
WHITNEY RICHLAND
DEPUTY COUNTY ADMINISTRATOR

March 2, 2023

Mr. Marc Orlando, Town Manager
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RE: Appropriation of Beaufort County Traffic Impact Fees to the Town of Hilton Head Island

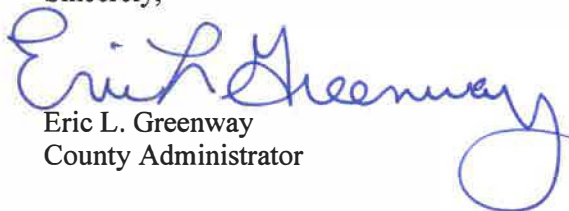
Dear Mr. Orlando:

Thank you for your recent project request for the use of Traffic Impact Fees to fund the installation of an Adaptive Traffic Signal Management (ATSM) system on Hilton Head Island. We have reviewed and confirmed that this project meets the eligibility and use of the funds per the governing County ordinance.

As you are aware, we have been working on developing new impact fees in order to continue supporting infrastructure improvements and services that our communities need to thrive. In that regard, we are willing to approve the \$3.1M project request pending your approval of the intergovernmental agreements for the new impact fees. Once the Town has approved the intergovernmental agreements for the new impact fees, we will be more than happy to develop and execute an agreement that stipulates the terms and conditions of the disbursement of funds for the requested project.

We look forward to working with the Town and continuing to strengthen our partnership for the benefit of our community.

Sincerely,



Eric L. Greenway
County Administrator

ELG:jf



TOWN OF HILTON HEAD ISLAND

Finance & Administrative Committee

TO: Finance & Administrative Committee
FROM: Marcy Benson, Senior Grants Administrator
VIA: Jeff Herriman, Treasurer
CC: John Troyer, Finance Director
DATE: March 7, 2023
SUBJECT: HUD/CDBG Entitlement Program 2023 Annual Action Plan

RECOMMENDATION:

Staff recommends the Finance & Administrative Committee recommend to Town Council approval of the resolution to authorize the submittal of the Town's 2023 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND:

To meet the HUD requirements public input must be solicited during the Annual Action Plan development process. From January 18 through January 27, 2023, a CDBG survey was posted on the Open Town Hall portal requesting input and comments from the public for funding needs and priorities. A public meeting was conducted on January 25, 2023. Three comments were submitted via the Open Town Hall portal, no comments were submitted at the public meeting, one comment was submitted after the public meeting by the meeting attendee. Open Town Hall commenters ranked housing activities as the highest priority followed by other real property improvements receiving the second highest ranking and public improvements, public facilities, and public services tying for the third highest ranking. Project suggestions from commenters included dog park, safety signage at crosswalks, alligator management, deer control, and attainable housing and childcare. The comment received after the public meeting recommended funding a public service activity to develop education tool kits and workshops for food pantry clients on the importance of safety in relation to major weather events.

The CDBG Five Year Consolidated Plan (2020 – 2024) was approved by HUD in July 2020 and amended in October 2020, January 2021, and August 2022. The Five-Year Consolidated Plan describes the planned uses for HUD allocated CDBG funds. Attached is a copy of the five-year project table from the most current Town of Hilton Head Island HUD approved Five Year Consolidated Plan. In program year one, based on HUD allowances due to the Covid-19 pandemic, all Town 2020 CDBG funds were allocated to public services and program administration. Five percent of the 2020 CDBG allocation was expended on program administration (\$41,262) and 95%

(\$831,674) was distributed to public service organizations servicing low- and moderate-income residents, within the Town, to assist with response and recovery efforts to the COVID-19 pandemic. In program year two the Patterson Park project was selected for funding with 2021 CDBG funds. This project is currently in the final stages of the HUD required environmental review process. In program year three the Taylor Family Neighborhood Park project was selected for funding with 2022 CDBG funds. This project is also in the final stages of the HUD required environmental review process. In program year four, the project category included flexibility to select a project for the 2023 Annual Action Plan that could address public facilities & improvements, or housing activities, or economic development, or public services to benefit low-and-moderate income residents.

Based on CDBG program caps, the maximum amount allowed for public services is 15%, or \$27,786 of the 2023 CDBG allocation and the maximum amount allowed for program administration costs is 20%, or \$37,050, of the 2023 CDBG allocation. In past years the administrative costs have accounted for between 2% and 5% of the total CDBG allocation. If administrative costs are less than the allowed 20% cap and public services less than the allowed 15% cap this would allow for the majority of CDBG funds to be used for the Ford Shell Ring Park project.

The draft 2023 Annual Action Plan details \$5,000, which is 2.7% of the 2023 CDBG funds, to be used for program administration and the remaining \$180,250 of the 2023 funds to be used for the Ford Shell Ring Park. In order to meet the May 17, 2023, HUD submittal deadline, the draft 2023 Annual Action Plan was release for the required 30-day public comment period on February 27, 2023, and the comment period will close on March 29, 2023. Approval of the final 2023 Annual Action Plan by resolution is scheduled for the April 18, 2023, Town Council meeting.

SUMMARY:

Recommendation of the resolution to authorize the submittal of the Town's 2023 CDBG Annual Action Plan to HUD will allow the 2023 funding allocation to be used for the Ford Shell Ring Park project. HUD issued a press release on February 27, 2023, announcing all 2023 CDBG funding allocations. According to this press release the Town has been allocated \$185,250 for the 2023 program year. The official allocation letter from the Columbia, South Carolina HUD field office is expected in the next few weeks.

Recommendation of the Ford Shell Ring Park project is consistent with the current Five-Year Consolidated Plan, as well as several Our Plan goals, strategies, and tactics including Connected – Strategy 4.5 and Tactic 4.5.1; Inclusive – Goal 8 and Strategy 8.5; Priority Investment – Strategy 4.5; and Parks & Recreation – Goal 2, and Strategy 7.2. The CDBG program has been identified in the Our Plan Capital Improvement Program (CIP) section as a funding source for Town CIP projects.

ATTACHMENTS:

1. Five-Year Project Table

2. Resolution
3. Exhibit A – Draft Program Year 2023 Annual Action Plan

2020 – 2024 Five Year Consolidated Plan Project Table

#	Program Year	Project Name	Project Description	Estimated Amount	Annual Goals Supported	Target Area	Priority Need Addressed	Goal Outcome Indicator
1	2020	COVID-19 Response and Recovery	Provide grant funding for the purchase of equipment, or supplies, or materials necessary to carry-out response and recovery due to COVID-19.	\$770,401	COVID-19 Response & Recovery	Town-Wide	Non- Housing Community Development – Public Services; and Administration & Planning	Public service activities other than low/moderate-income housing benefit
2	2021	Facilities, Housing, Public Services, Economic Development Year 2	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 2	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit
3	2022	Facilities, Housing, Public Services, Economic Development Year 3	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 3	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit

2020 – 2024 Five Year Consolidated Plan Project Table

4	2023	Facilities, Housing, Public Services, Economic Development Year 4	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 4	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit
5	2024	Facilities, Housing, Public Services, Economic Development Year 5	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 5	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO APPROVE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM 2023 ANNUAL ACTION PLAN

WHEREAS, in July, 2020 the Town of Hilton Head Island CDBG Five Year Consolidated Plan for program years 2020-2024 detailing goals and objectives to be implemented to address community needs of low and moderate income residents within the Town’s jurisdiction was approved by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, in October 2020, January 2021, and August 2022 the Town of Hilton Head Island CDBG Five Year Consolidated Plan for program years 2020-2024 was amended and approved by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, as an entitlement community, the Town must prepare and submit an Annual Action Plan detailing activities to be undertaken during the program year 2023 to address goals and objectives outlined in the amended Five-Year Consolidated Plan; and

WHEREAS, for program year 2023 the Town will receive a CDBG award totaling \$185,250 to carry out activities that meet one of three National Objectives, as described by HUD; and

WHEREAS, the program year 2023 Annual Action Plan is compatible with the HUD approved amended Five Year Consolidated Plan for program years 2020 - 2024; and

WHEREAS, the Town has adhered to the public participation requirements set forth in the Citizen Participation Plan in the development of the program year 2023 Annual Action Plan; and

WHEREAS, a public engagement and 30 day public comment period for the program year 2023 Annual Action Plan were conducted for citizen input and review; and

WHEREAS, the Town Manager is authorized to submit this program year 2023 Annual Action Plan to HUD for their 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 Community Development Block Grant Entitlement Program 2023 Annual Action Plan as submitted in the attachment to this resolution be approved and submitted to HUD.

MOVED, APPROVED, AND ADOPTED ON THIS ___ DAY OF _____ 2023.

Town of Hilton Head Island,
South Carolina

Alan R. Perry, Mayor

ATTEST:

Cindaia L. Ervin, Interim Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

Introduced by Council Member: _____

Town of Hilton Head Island

Program Year 2023

Annual Action Plan

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



~DRAFT~

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The program year 2023 Annual Action Plan represents the fourth year of the Town of Hilton Head Island's Consolidated Plan for the program years 2020 – 2024 (Con Plan) as amended and approved by Town Council and accepted by the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan is the Town of Hilton Head Island's application for the HUD Community Development Block Grant (CDBG) Entitlement Program and identifies the proposed project or projects to be funded during the 2023 program year.

The purpose of the Town of Hilton Head Island Annual Action Plan is to preserve and revitalize primarily low and moderate income (LMI) neighborhoods, support LMI activities which enhance the quality of life for Hilton Head Island residents, and address priority community development or redevelopment needs within applicable local, state, and federal statutes and regulations. According to CDBG program guidelines, an activity using the LMI area benefit must meet the minimum threshold of 51% LMI qualified residents. However, according to the HUD issued program year 2022 exception grantee list, the Town of Hilton Head Island has been designated an exception grantee. This designation resulted in a LMI area percentage of 49.56% and is applied to Census tracts and blocks to determine activity eligibility on an area basis.

This Annual Action Plan outlines the priorities by which the Town of Hilton Head Island's CDBG program funds will be invested over the program year 2023 to achieve specific HUD objectives. It is important to note the 2020 – 2024 Con Plan identified public facilities and improvements, public services, housing activities and economic development benefitting LMI persons as high priorities.

2. Summarize the objectives and outcomes identified in the Plan

The Town's goals for the program year 2023 period focus on neighborhood revitalization efforts by providing a new neighborhood park on the Town owned Ford Shell Ring property located on Squire Pope Road in census tract 105. This census tract meets the 49.56% or higher LMI requirement. This Annual Action Plan provides a guide for the Town of Hilton Head Island's allocation of CDBG program funding for the program year 2023 planning period. The goals focus on priority needs and targets available resources designed to meet those needs. The needs include public improvements and facilities for LMI persons. The primary emphasis of the goals is the continuance of maintaining and improving the quality of life of LMI residents. The project selected for CDBG funding in this Action Plan will be managed efficiently and in compliance with program requirements.

3. Evaluation of past performance

The Town of Hilton Head Island has participated in the HUD CDBG Entitlement Program since 2015 and continues to monitor and evaluate the performance of the program while ensuring regulatory compliance. The Town recognizes the evaluation of past performance is critical to ensuring CDBG funded activities are implemented in an effective manner and align with established strategies and goals.

During the eight 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 seven years of program participation. In May 2022 the Town received a warning notice related to noncompliance with timely expenditure requirements from HUD. An untimely expenditure notice is given when a grantee has more than 1.5 times its most recent entitlement grant. In 2022 the Town had 1.84 times its most recent entitlement grant. Due to the COVID-19 pandemic in 2020 HUD allowed for flexibilities related to the timely expenditure of CDBG funds and a warning letter was issued to the Town. In 2023 the timeliness flexibilities will no longer be in place and the standard corrective action policies will be reinstated.

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 completed this manual and submitted to HUD 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. In 2019 a ‘No Findings or Concerns’ report was issued by the Regional Environmental Officer during an 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.

4. Summary of Citizen Participation Process and consultation process

The Town of Hilton Head Island conducted a public meeting on January 25, 2023, to solicit input from citizens on community development needs. A public meeting notice was published in the local newspaper, The Island Packet, seven days preceding the public meeting. The meeting notice was also posted on the Town of Hilton Head Island website and distributed via email blast to all email addresses listed on the Town’s E-subscription service list, which reached 3,315 subscribers. Included in the public meeting notice was a link to a community needs survey

posted on the Open Town Hall portal seeking input from citizens on needs and funding priorities for the 2023 Annual Action Plan. The Open Town Hall portal survey was open from January 18 through January 27, 2023.

At the January 25, 2023, public meeting a presentation including an overview of the CDBG Entitlement Program, purpose of the Action Plan, anticipated funding allocation amount, and a staff recommended project was presented to the meeting attendee. One member of the public attended this meeting.

A draft 2023 Annual Action Plan was released to the public on February 27, 2023, for a 30-day public comment period. At the conclusion of the comment period all comments will be reviewed and included in this Annual Action Plan.

The staff proposed project listed in the 2023 Annual Action Plan is scheduled as an item of discussion at the March 21, 2023 Town Council Finance and Administrative Committee meeting.

5. Summary of public comments

In preparation for the January 25, 2023, public meeting to solicit input for the program year 2023 Annual Action Plan Town staff developed a presentation describing the CDBG Entitlement program, the purpose of the Annual Action Plan, the anticipated funding allocation amount for program year 2023 and staff recommended project. One member of the public attended the January 25, 2023, public meeting and there was discussion on the CDBG program, anticipated funding allocation and types of projects eligible CDBG funding. No comments were submitted at this meeting.

There were four public comments received via the community needs survey posted on the Open Town Hall portal seeking input from citizens on needs and funding priorities for the 2023 Annual Action Plan. The survey commenters ranked housing activities as the highest priority followed by other real property improvements receiving the second highest ranking and public improvements, public facilities, and public services tied for third highest ranking. Project suggestions from commenters included a dog park, safety signage at crosswalks, alligator management, deer control, and attainable housing and childcare. One comment was received via email from the public meeting attendee after the meeting adjourned recommending funding a public service activity to develop education tool kits and workshops for food pantry clients on the importance of safety in relation to major weather events. A summary of public comments received to date are attached to this Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were taken into consideration in preparing this Annual Action Plan.

7. Summary

The Town of Hilton Head Island Annual Action Plan outlines priorities by which the Town's CDBG program funds will be invested over the program year 2023 to achieve specific HUD objectives. The Town may use CDBG funds to leverage other public investment to address the Town's priority need to provide public improvements for primarily LMI neighborhoods.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Town of Hilton Head Island	
CDBG Administrator	Town of Hilton Head Island	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The Town of Hilton Head Island incorporated as a municipality in 1983 and has a Council-Manager form of government. The Town of Hilton Head Island is comprised of Executive, Administration/Legal Division, Community Development, Finance, Fire Rescue, Human Resources, and Information Technology departments.

The Town of Hilton Head Island Finance Department will be the lead department for the preparation, submission, and administration of this Annual Action Plan and the Town’s CDBG program. Town staff has been an integral part of development of this Annual Action Plan by assessing the CBDG program, reviewing materials, regulations, and documentation of the Annual Action Plan process. The Town Manager, Finance Director and Treasurer will oversee the preparation and administration of the Annual Action Plan.

Consolidated Plan Public Contact Information

Town of Hilton Head Island Finance Department
Marcy Benson, Senior Grants Administrator
1 Town Center Court
Hilton Head Island, SC 29928
Telephone: (843)341-4689
FAX: (843) 842-8908
Email: marcyb@hiltonheadislandsc.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Beaufort Housing Authority services all of Beaufort County, South Carolina, including the Town of Hilton Head Island. Within the jurisdiction of the Town of Hilton Head Island the Beaufort Housing Authority operates one public housing apartment facility containing 80 units which provide housing to 187 family members.

The Town of Hilton Head Island is a member of 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.

In 2022 the Town of Hilton Head Island approved a resolution establishing the Beaufort-Jasper Regional Housing Trust Fund (RHTF). This regional organization was created to address the need for affordable housing in Beaufort and Jasper Counties. Participating jurisdictions include the Town of Hilton Head Island, Beaufort County, Jasper County, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville, and the Town of Yemassee. Goals of the Regional Housing Trust Fund are to: create new housing units, or rehabilitate or preserve existing housing units for households at or below 120 percent of Area Median Income with a strong focus on households at or below 60 percent of Area Median Income; provide workforce housing for the growing Beaufort-Jasper economy; help households maintain financial stability and build wealth by reducing the amount of money spent on housing and transportation; strengthen relationships, build trust and engage partners and stakeholders, ensuring an organized and collaborative approach to regional housing challenges; increase awareness of existing and new financial products that serve the Beaufort-Jasper community; and leverage outside funding from banks, corporations, philanthropic institutions, and federal, state, and local governments.

In November 2022 the Town Council of the Town of Hilton Head Island adopted a Workforce Housing Framework, which commits the Town to work with the community to plan, manage, and fund home initiatives. The resolution approving the Framework authorizes the Town manager to take necessary steps to develop, implement and carry out strategies identified in the Workforce Housing Framework. The resolution also directs the Town manager to make an annual allocation of \$1 million for workforce housing beginning in the current fiscal year.

The Workforce Housing Framework consists of four pillars, each with specific goals, strategies, and critical first steps necessary to accomplish the mission of the Framework. The four pillars include:

- **Community:** the goal is to engage, collaborate, and inform the community on housing challenges and to identify community-led housing program solutions. Strategies include developing partnerships and relationships with community organizations and establishing a housing action committee.
- **Planning:** the goal is to create a social, political, and economic environment that stimulates workforce housing through planning, policymaking, and programming.
- **Management:** the goal is to establish a management program and policies to advance workforce housing opportunities. This includes adding dedicated Town staff for planning and coordination and exploring the creation of a professionally managed housing organization.
- **Revenue:** the goal is to provide a consistent, sustainable, and multi-sourced revenue model for funding workforce housing initiatives and partnerships. Through this goal the Town commits to a funding plan that meets the needs of a multi-year workforce housing action plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Lowcountry Continuum of Care, based in Charleston, South Carolina is the Continuum of Care working to address the needs of the homeless in a seven-county region of the South Carolina lowcountry. Annual point in time counts are conducted in the area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data specific to the Town of Hilton Head Island.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The Town of Hilton Head Island program year 2023 Annual Action Plan intends to use HUD resources to fund only CDBG program projects and will not fund Emergency Solutions Grants (ESG) program projects; therefore, no consultation related to the allocation of ESG funds was conducted.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Beaufort Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Regional organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Beaufort Housing Authority was consulted on housing needs via email correspondence.
2	Agency/Group/Organization	Lowcountry Continuum of Care
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Lowcountry Continuum of Care was consulted on homeless needs via website research.

3	Agency/Group/Organization	Beaufort County Human Services Alliance
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Other government - County Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Beaufort County Human Services Alliance was consulted on homeless needs via online data gathering.
4	Agency/Group/Organization	Lowcountry Council of Governments
	Agency/Group/Organization Type	Regional organization Planning organization

<p>What section of the Plan was addressed by Consultation?</p>	<p>Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development Non-housing Community Development Needs</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Lowcountry Council of Governments was consulted on housing, homeless and non-housing community development needs via online data gathering.</p>

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting.

Efforts were made to consult as broadly as possible with community stakeholders. No particular agency types were excluded from participation. Those that did not participate did so of their own volition.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lowcountry Continuum of Care	The Lowcountry Continuum of Care, based in Charleston, South Carolina is the Continuum of Care working to address the needs of the homeless in a seven-county region of the South Carolina lowcountry. Annual point in time counts are conducted in the area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data specific to the Town of Hilton Head Island.
Town of Hilton Head Island Comprehensive Plan	Town of Hilton Head Island	Developed Consolidated Plan goals in conjunction with elements of the Town of Hilton Head Island Comprehensive Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The Town of Hilton Head Island coordinates with public entities and other bodies of government to develop the Annual Action Plan. Town of Hilton Head Island Finance department staff works closely with the Town’s Capital Improvement Projects department to collaborate on improvement projects. These efforts include but are not limited to plans for infrastructure and other improvements in the community through CDBG funded activities.

When necessary, the Town of Hilton Head Island will establish collaborative efforts and partnerships with state and local government entities such as Beaufort County, the Lowcountry Council of Governments, and various State of South Carolina offices to ensure complete implementation of the Annual Action Plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting.

The Town of Hilton Head Island conducted a public meeting on January 25, 2023, to solicit input from citizens on community development needs. A public meeting notice was published in the local newspaper, The Island Packet, seven days preceding the public meeting. The meeting notice was also posted on the Town of Hilton Head Island website and distributed via email blast to all email addresses listed on the Town’s E-subscription service list, which reached 3,315 subscribers. Included in the public meeting notice was a link to a community needs survey posted on the Open Town Hall portal seeking input from citizens on needs and funding priorities for the 2023 Annual Action Plan. The Open Town Hall portal survey was open from January 18 through January 27, 2023.

At the January 25, 2023, public meeting a presentation including an overview of the CDBG Entitlement Program, purpose of the Action Plan, anticipated funding allocation amount, and a staff recommended project was presented to the meeting attendee. One member of the public attended this meeting.

A draft 2023 Annual Action Plan was released to the public on February 27, 2023, for a 30-day public comment period. At the conclusion of the comment period all comments will be reviewed and included in this Annual Action Plan.

The staff proposed project listed in the 2023 Annual Action Plan is scheduled as an item of discussion at the March 21, 2023 Town Council Finance and Administrative Committee meeting.

Citizen Participation Outreach

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/ broad community	<p>The Open Town Hall Portal survey was announced via posting on the Town of Hilton Head Island website and via email blast to all email addresses listed on the Town E-subscription service list on Jan. 18, 2023. Comments were accepted until Jan. 27, 2023. There were four responses to the survey.</p>	<p>Commenters ranked housing activities as the highest priority followed by other real property improvements receiving the second highest ranking and public improvements, public facilities, and public services tied for third highest ranking. Project suggestions from commenters included dog park, safety signage at crosswalks, alligator management, deer control, and attainable housing and childcare.</p>	<p>All comments were accepted.</p>	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/ broad community	At the January 25, 2023 Annual Action Plan public meeting 1 member of the public attended.	No comments on the Annual Action Plan were given during the meeting. Discussion of CDBG program requirements occurred. A comment received from meeting attendee via email after the meeting recommended funding a public service activity to develop education tool kits and workshops for food pantry clients on the importance of safety in relation to major weather events.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/ broad community	The draft 2023 Annual Action Plan was posted on the Town of Hilton Head Island website from Feb. 27, 2023, through March 29, 2023. A dedicated public comment link was posted on the front page of the website where the public could directly submit comments. A notification of the Annual Action Plan 30-day public comment period was sent via email blast to all email addresses listed on the Town E-subscription service list.	Summary of comments received will appear here after the comment period ends.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/ broad community	The staff proposed project listed in the 2023 Annual Action Plan was an item of discussion at the March 21, 2023, Town Council Finance & Administrative Committee meeting.	Summary of comments received will appear here after the Finance & Administrative Committee meeting.	All comments were accepted.	
5	Public Meeting	Non-targeted/ broad community	The draft 2023 Annual Action Plan and resolution to approve plan and authorize submittal to HUD appeared on the agenda of the regular Town of Hilton Head Island Town Council meeting on April 18, 2023.	Summary of comments received will appear here after the Town Council meeting.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The following table outlines the expected estimated resources from the HUD Community Development Block Grant (CDBG) program the Town of Hilton Head Island expects having available during the 2023 program year covered by this Annual Action Plan. The annual allocation column reflects the 2023 funding amount of \$185,250. Distribution of allocated funds will be in the following two use categories: program administration will be allocated \$5,000 and public improvements and facilities will be allocated all remaining funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$185,250	\$0.00	\$0.00	\$185,250	\$185,250	The HUD/CDBG funding amount authorized in the 2023 program year was used to estimate the allocation amount for the remaining year 5 of the Con Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

It is anticipated the federal funding listed above will be received annually to support activities outlined in the Annual Action Plan and Consolidated Plan. While the CDBG program does not require leveraging, other Town of Hilton Head Island resources may be used in combination with these funds to complete the project listed in this Annual Action Plan. Leveraging is a way to increase project efficiencies which often come with combining sources of funding. Funds may be considered leveraged if financial commitments to the cost of a project from a source other than Community Development Block Grant funds are documented. Town staff may identify and explore additional leveraging opportunities such as other federal, state, and local resources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The Town of Hilton Head Island owns the Ford Shell Ring Park property located on Squire Pope Road, which is currently an undeveloped parcel. The neighborhood park identified as a public improvement need in this plan will be developed on this property. This property is located in Census Tract 105 which has a LMI household percentage above 49.56%. One of the community needs identified during a previous needs assessment meeting was public improvements and facilities. It is anticipated a portion of the remaining funds in the 2018 CDBG allocation, which were not used for public facilities and improvements coupled with the 2023 CDBG allocation will provide leverage for project completion.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Facilities, Housing, Public Svcs., Econ Dev. Yr. 4	2023	2024	Non-Housing Community Development or Affordable Housing	Census Tract 105	Public Facilities & Improvements	\$185,250	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4,364

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Facilities, Housing, Public Svcs., Econ Dev. Yr.4
	Goal Description	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.

Table 7 – Goal Description

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

In November 2022 the Town of Hilton Head Island established a Workforce Housing Framework to address the provision of housing units for households at or below 120 percent of Area Median Income with a strong focus on households at or below 60 percent of Area Median Income.

This framework commits the Town to work with the community to plan, manage, and fund home initiatives. The resolution approving the Framework authorizes the Town manager to take necessary steps to develop, implement and carry out strategies identified in the Workforce Housing Framework. The resolution also directs the Town manager to make an annual allocation of \$1 million for workforce housing beginning in the current fiscal year. The Workforce Housing Framework consists of four pillars, each with specific goals, strategies, and critical first steps necessary to accomplish the mission of the Framework. The four pillars include:

- **Community:** the goal is to engage, collaborate, and inform the community on housing challenges and to identify community-led housing program solutions. Strategies include developing partnerships and relationships with community organizations and establishing a housing action committee.
- **Planning:** the goal is to create a social, political, and economic environment that stimulates workforce housing through planning, policymaking, and programming.
- **Management:** the goal is to establish a management program and policies to advance workforce housing opportunities. This includes adding dedicated Town staff for planning and coordination and exploring the creation of a professionally managed housing organization.
- **Revenue:** the goal is to provide a consistent, sustainable, and multi-sourced revenue model for funding workforce housing initiatives and partnerships. Through this goal the Town commits to a funding plan that meets the needs of a multi-year workforce housing action plan.

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Projects

AP-35 Projects – 91.220(d)

Introduction

Town of Hilton Head Island activities funded by the 2023 CDBG program are designed to benefit LMI persons. The following table outlines the projects to be carried out by the Town of Hilton Head Island during the 2023 program year covered by this Action Plan.

Projects

#	Project Name
1	Ford Shell Ring Park
2	Program Administration

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The primary objective of Community Development Block Grant (CDBG) funds received by the Town of Hilton Head Island is to preserve and revitalize neighborhoods, enhance quality of life for residents and address priority community public services, community development, economic development, and redevelopment needs within applicable local, state, and federal statutes and regulations. For the 2023 program year, CDBG funds were allocated based on project readiness in census tracts with low- and moderate-income households comprising 49.56% or more of the population.

AP-38 Project Summary

Project Summary Information

1	Project Name	Ford Shell Ring Park
	Target Area	Census Tract 105
	Goals Supported	Facilities, Housing, Public Svcs., Econ Dev. Yr. 4
	Needs Addressed	Public Facilities & Improvements
	Funding	CDBG: \$180,425
	Description	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated approximately 4,364 persons living in Census tract 105 will benefit from the proposed activity.
	Location Description	Town owned property at 273 Squire Pope Road, Hilton Head Island, SC (Ford Shell Ring property).
	Planned Activities	Neighborhood Park
2	Project Name	Program Administration
	Target Area	Town-Wide
	Goals Supported	Facilities, Housing, Public Svcs., Econ Dev. Yr. 4
	Needs Addressed	Administrative and Planning
	Funding	CDBG: \$5,000
	Description	Program Administration
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	All town residents and families will benefit from the proposed activity.
	Location Description	Town of Hilton Head Island Town Hall.

Planned Activities	Drafting and submitting the Annual Action Plan, CAPER, related reports, and program administration.
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Table 9 - Project Summary Information

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The geographic area within the Town of Hilton Head Island where assistance will be directed is Census Tract 105. Community development activities may include infrastructure improvements, new or improved public facilities, housing activities, economic development or public services in LMI neighborhoods.

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 105	98
Census Tract 108	0
Census Tract 110	0
Census Tract 111	0
Census Tract 113	0
Town-Wide	2

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

Community Development Block Grant (CDBG) funds will be used to address the needs of low- and moderate-income areas. These areas are determined using Census Tracts which have a low- and moderate-income population of 49.56% or higher. CDBG funds will be designated for use on a project located in the low- and moderate-income Census Tract 105 within the boundaries of the Town of Hilton Head Island.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Housing Choice Voucher Program, commonly known as Section 8 housing, is subsidized by the Federal government and provides Federal assistance to families and individuals in the private rental market. The Beaufort Housing Authority program is tenant-based therefore eligible families receive assistance based on income for housing units meeting general program requirements. There are currently eight (8) units within the Town of Hilton Head Island participating in the voucher program which are scattered throughout the Town. Tenants identify and choose their own units and the landlord agrees to participate in the housing choice voucher program.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	8
Special-Needs	0
Total	8

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	8
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	8

Table 12 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to 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 2,408 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 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, community garden clubs, and college scholarships for graduating high school student through the Housing Authority's professional associations.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Lowcountry Continuum of Care, based in Charleston, South Carolina, is the continuum of care working to address the needs of homeless in a seven-county region of the South Carolina lowcountry. Annual point in time counts are conducted in the Beaufort County area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data for the Town. Anecdotal evidence indicates there is a homeless population within the jurisdiction, however, no definite statistics are available on the total homeless population in the Town of Hilton Head Island.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including.

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

The Covid-19 Pandemic influenced the collection of data in 2021 and HUD provided a waiver permitting Continuums of Care across the country to modify or eliminate the 2021 point in time count due to health and safety concerns. This resulted in no consistency in data collection and reporting implemented by the Continuums of Care statewide in 2021.

The most current South Carolina Interagency Council on Homelessness (SCICH) State of Homelessness Report available is from January 2022. The SCICH released the state-wide report that focused on Homeless Management Information System (HMIS) data. The South Carolina 2022 State of Homelessness Report indicated while the statewide count for 2022 shows a 15% reduction in persons counted on a single night (point in time count), when compared to 2020, the annual data shows an increase in individuals receiving homeless services in fiscal year 2021. 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 13,399 persons receiving homelessness services three percent reported Hispanic/Latino ethnicity. Adults ages 55 to 64 made up 19% of those served, ages 45 to 54 made up 17% of those served, and ages 35 to 44 made up 17% of those served. The average age of adults receiving services was 45 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 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 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.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, 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.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A variety of barriers exist which make increasing affordable housing stock in the Town of Hilton Head Island difficult. The following list highlights some affordable housing issues; however, this list should not be considered exhaustive. Many other circumstances may occur which prevent the market from providing affordable housing.

- Land costs are a limiting factor in the construction of affordable housing units.
- Land supply is a finite resource as the Town approaches build-out.
- Construction costs which continue to increase are a factor in development of affordable housing.
- Much of the housing located in the Town of Hilton Head Island and land available for housing is subject to floodplain insurance requirements in addition to other insurance requirements, such as wind and hail.
- Marketability and potential profit is a factor for developers because of the challenges faced with construction in a coastal area.
- The “NIMBY” syndrome, “Not in My Backyard”, is a common sentiment toward affordable housing within the Town of Hilton Head Island.

Actions it planned 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.

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. 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.

In 2022 the Town of Hilton Head Island approved a resolution establishing the Beaufort-Jasper Regional Housing Trust Fund (RHTF). This regional organization was created to address the need for affordable housing in Beaufort and Jasper Counties. Goals of the RHTF are to: create new housing units, or rehabilitate or preserve existing housing units for households at or below 120 percent of Area Median Income with a strong focus on households at or below 60 percent of Area Median Income; provide workforce housing for the growing Beaufort-Jasper economy; help households maintain financial stability and build wealth by reducing the amount of money spent on housing and transportation; strengthen relationships, build trust and engage partners and stakeholders, ensuring an organized and collaborative approach to regional housing challenges; increase awareness of existing and new financial products that serve the Beaufort-Jasper community; and leverage outside funding from banks, corporations, philanthropic institutions, and federal, state, and local governments.

In November 2022 the Town Council of the Town of Hilton Head Island adopted a Workforce Housing Framework, which commits the Town to work with the community to plan, manage, and fund home initiatives. The resolution approving the Framework authorizes the Town manager to take necessary steps to develop, implement and carry out strategies identified in the Workforce Housing Framework. The resolution also directs the Town manager to make an annual allocation of \$1 million for workforce housing beginning in the current fiscal year. The Workforce Housing Framework consists of four pillars, each with specific goals, strategies, and critical first steps necessary to accomplish the mission of the Framework. The four pillars include:

- **Community:** the goal is to engage, collaborate, and inform the community on housing challenges and to identify community-led housing program solutions. Strategies include developing partnerships and relationships with community organizations and establishing a housing action committee.
- **Planning:** the goal is to create a social, political, and economic environment that stimulates workforce housing through planning, policymaking, and programming.
- **Management:** the goal is to establish a management program and policies to advance workforce housing opportunities. This includes adding dedicated Town staff for planning and coordination and exploring the creation of a professionally managed housing organization.
- **Revenue:** the goal is to provide a consistent, sustainable, and multi-sourced revenue model for funding workforce housing initiatives and partnerships. Through this goal the Town commits to a funding plan that meets the needs of a multi-year workforce housing action plan.

AP-85 Other Actions – 91.220(k)

Introduction:

The Town of Hilton Head Island anticipates taking the following actions throughout the program year 2023 to address the challenges listed below.

Actions planned to address obstacles to meeting underserved needs.

As part of the 2023 program year, the Town of Hilton Head Island will determine where underserved populations are located through analysis of Census data and community input. 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 planned to foster and maintain affordable housing.

In 2022 the Town of Hilton Head Island approved a resolution establishing the Beaufort-Jasper Regional Housing Trust Fund (RHTF). This regional organization was created to address the need for affordable housing in Beaufort and Jasper Counties. Goals of the RHTF are to: create new housing units, or rehabilitate or preserve existing housing units for households at or below 120 percent of Area Median Income with a strong focus on households at or below 60 percent of Area Median Income; provide workforce housing for the growing Beaufort-Jasper economy; help households maintain financial stability and build wealth by reducing the amount of money spent on housing and transportation; strengthen relationships, build trust and engage partners and stakeholders, ensuring an organized and collaborative approach to regional housing challenges; increase awareness of existing and new financial products that serve the Beaufort-Jasper community; and leverage outside funding from banks, corporations, philanthropic institutions, and federal, state, and local governments.

In November 2022 the Town Council of the Town of Hilton Head Island adopted a Workforce Housing Framework, which commits the Town to work with the community to plan, manage, and fund home initiatives. The resolution approving the Framework authorizes the Town manager to take necessary steps to develop, implement and carry out strategies identified in the Workforce Housing Framework. The resolution also directs the Town manager to make an annual allocation of \$1 million for workforce housing beginning in the current fiscal year.

The Workforce Housing Framework consists of four pillars, each with specific goals, strategies, and critical first steps necessary to accomplish the mission of the Framework. The four pillars include:

- **Community:** the goal is to engage, collaborate, and inform the community on housing challenges and to identify community-led housing program solutions. Strategies include developing partnerships and relationships with community organizations and establishing a housing action committee.
- **Planning:** the goal is to create a social, political, and economic environment that stimulates workforce housing through planning, policymaking, and programming.
- **Management:** the goal is to establish a management program and policies to advance workforce housing opportunities. This includes adding dedicated Town staff for planning and coordination and exploring the creation of a professionally managed housing organization.
- **Revenue:** the goal is to provide a consistent, sustainable, and multi-sourced revenue model for funding workforce housing initiatives and partnerships. Through this goal the Town commits to a funding plan that meets the needs of a multi-year workforce housing action plan.

Actions planned to reduce lead-based paint hazards.

Specific data for lead-based paint hazards in the Town of Hilton Head Island is unavailable. The number of units built before 1980 may be used to represent a baseline for the number of units which may pose a lead-based paint threat. At this time action to address lead-based paint hazards have not been identified.

Actions planned to reduce the number of poverty-level families.

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 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.

Actions planned to develop institutional structure.

The Town of Hilton Head Island has participated in the HUD CDBG Entitlement Program since 2015 and continues to monitor and evaluate the performance of the program while ensuring

regulatory compliance. The Town recognizes the evaluation of past performance is critical to ensuring CDBG funded activities are implemented in an effective manner and align with established strategies and goals.

During the eight 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 seven years of program participation. In May 2022 the Town received a warning notice related to noncompliance with timely expenditure requirements from HUD. An untimely expenditure notice is given when a grantee has more than 1.5 times its most recent entitlement grant. In 2022 the Town had 1.84 times its most recent entitlement grant. Due to the COVID-19 pandemic in 2020 HUD allowed for flexibilities related to the timely expenditure of CDBG funds and a warning letter was issued to the Town. In 2023 the timeliness flexibilities will no longer be in place and the standard corrective action policies will be reinstated.

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 completed this manual and submitted to HUD 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. In 2019 a ‘No Findings or Concerns’ report was issued by the Regional Environmental Officer during an 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.

Strategies for overcoming gaps in capacity issues in the service delivery system may require more findings or changes in public policy. The Town of Hilton Head Island will continue to coordinate efforts and partnerships with state and local government entities such as Beaufort County, the Lowcountry Council of Governments, and various State of South Carolina offices when necessary to carry out the priority needs listed in this Annual Action Plan.

Actions planned to enhance coordination between public and private housing and social service agencies.

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.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

**Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(I)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98%

ATTACHMENTS

**NOTICE OF PUBLIC MEETING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FISCAL YEAR 2023-24 ANNUAL ACTION PLAN**

Notice is hereby given that on **JANUARY 25, 2023, at 5:15 p.m.**, the Town of Hilton Head Island will hold a public meeting at the Town of Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers at 1 Town Center Court, to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program year 2023 Annual Action Plan. On January 18, 2023, a CDBG Annual Action Plan questionnaire for program year 2023 will be available via the Town's Open Town Hall portal at <https://hiltonheadislandsc.gov/opentownhall/>. As required by the U.S. Department of Housing and Urban Development (HUD), the Town of Hilton Head Island is developing its Annual Action Plan for the period of 2023-2024. The Annual Action Plan outlines community development needs and provides a one-year action plan for how the Town of Hilton Head Island intends to use its federal funds to address those needs.

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Program Year 2023 CDBG Annual Action Plan Open Town Hall Question

As a Community Development Block Grant (CDBG) Entitlement Community the Town of Hilton Head Island receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) to fund projects which benefit the community needs of low- and moderate-income residents. The 2023 -2024 funding allocation is estimated to be approximately \$200,000. The Town is accepting comments on needs and funding priorities for the CDBG program year 2023-2024 Annual Action Plan.

1. Please rank the following types of project categories from 1 – 5 (1 as highest priority and 5 as lowest priority)

Public Improvements such as streets, sidewalks, water and sewer infrastructure, parks, or drainage improvements.

Select Rank: __ 1 __ 2 __ 3 __ 4 __ 5

Public Facilities such as neighborhood or community facilities or facilities for persons with special needs.

Select Rank: __ 1 __ 2 __ 3 __ 4 __ 5

Housing Activities such as rehabilitation of owner-occupied homes for energy improvements, water and sewer efficiency improvements, or lead-based paint testing and abatement.

Select Rank: __ 1 __ 2 __ 3 __ 4 __ 5

Other Real Property Improvements such as acquisition, clearance/demolition, code enforcement, historic preservation, renovation of closed buildings, or handicapped accessibility.

Select Rank: __ 1 __ 2 __ 3 __ 4 __ 5

Public Services such as employment services, crime prevention and public safety, childcare, health services, fair housing counseling, education programs, or services for senior citizens.

Select Rank: __ 1 __ 2 __ 3 __ 4 __ 5

2. Please tell us a specific project you would like to see in the three highest ranking categories you selected

3. Please tell us why you selected the ranking order of the above project categories

4. Tell us how you would allocate \$200,000 in any of the project categories?

Public Improvements \$ _____

Public Facilities \$ _____

Housing Activities \$ _____

Other Real Property Improvements \$ _____

Public Services \$ _____

5. Additional Comments

**NOTICE OF PUBLIC MEETING FOR
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM
FISCAL YEAR 2023-24 ANNUAL ACTION PLAN**

Notice is hereby given that on **JANUARY 25, 2023, at 5:15 p.m.**, the Town of Hilton Head Island will hold a public meeting at the Town of Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers at 1 Town Center Court, to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program year 2023 Annual Action Plan. On January 18, 2023, a CDBG Annual Action Plan questionnaire for program year 2023 will be available via the Town's Open Town Hall portal at <https://hiltonheadislandsc.gov/opentownhall/>. As required by the U.S. Department of Housing and Urban Development (HUD), the Town of Hilton Head Island is developing its Annual Action Plan for the period of 2023-2024. The Annual Action Plan outlines community development needs and provides a one-year action plan for how the Town of Hilton Head Island intends to use its federal funds to address those needs.

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Town of Hilton Head Island Website - Main Page
January 18, 2023
2023 – 2024 CDBG Annual Action Plan
Public Meeting Notice

The screenshot shows the Hilton Head Island website's main page. The header features the town's logo and navigation links for Government, Business & Development, Our Island, Public Safety, How Do I..., and Subscribe. A large banner image of a coastal landscape is displayed below the header. The main content area is titled "News and Announcements" and lists three items: a public meeting for the CDBG Annual Action Plan, a strategic planning workshop, and a notice about town offices being closed for Martin Luther King Jr. Day. A "Contact Info" sidebar provides details for Carolyn Grant, Communications Director, including her address, phone number, and email. A "Connect with Us" sidebar lists the town's website and social media handles for E-Subscription Service, Facebook, Twitter, and YouTube.

News and Announcements

- CDBG ANNUAL ACTION PLAN**
Public Meeting for Community Development Block Grant Program Fiscal Year 2023-2024 Annual Action Plan
January 18, 2023
- Strategic Planning Workshop**
Hilton Head Island Town Council to Hold Annual Strategic Planning Workshop on January 24th & 25th
January 13, 2023
- MARTIN LUTHER KING JR. DAY**
Town Offices Closed Monday, January 16, in Observance of Martin Luther King Jr. Day
January 12, 2023

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
- @TownofHHI
- @TownofHiltonHeadIslandMeetings
- @TownofHHI
- @TownofHiltonHeadIslandSC

Town of Hilton Head Island Website
January 18, 2023
2023 – 2024 CDBG Annual Action Plan
Public Meeting Notice Page

The screenshot shows a web browser window displaying the Hilton Head Island website. The page features a blue header with the town's logo and navigation links. Below the header is a large image of a coastal landscape. The main content area is titled "Public Notice" and contains a section for a "Public Meeting for Community Development Block Grant Program Fiscal Year 2023-2024 Annual Action Plan" scheduled for January 18, 2023. The text provides details about the meeting, the availability of a questionnaire, and contact information for Marcy Benson, Senior Grants Administrator. A button for submitting the questionnaire is visible. The footer includes contact information, a "Stay Connected" section with social media icons, and the town's address and hours.

Public Notice - Public Meeting | x |
https://hiltonheadislandsc.gov/news/news.cfm?NewsID=2976
Google | HHinet - Town of HL... | Intranet | Suggested Sites | Employee Self Serv... | Home | Grants Portal
Sito en Español | Jobs | Contact Us | Select Language
Hilton Head Island
Government | Business & Development | Our Island | Public Safety | How Do I... | Subscribe
Home / News
Public Notice
Public Meeting for Community Development Block Grant Program Fiscal Year 2023-2024 Annual Action Plan
January 18, 2023
On **January 25, 2023, at 6:15 pm**, the Town will hold a public meeting at the Town of Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers at 1 Town Center Court, to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program year 2023 Annual Action Plan.
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Submit a Program Year 2023 CDBG Annual Action Plan Questionnaire
View More News
Contact
Marcy Benson, Senior Grants Administrator
843-341-4689
MarcyB@hiltonheadislandsc.gov
Sito en Español
Website Policy
Social Media Use Policy
Employee Portal
Contact Webmaster
Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
843-341-4600
8 am - 4:30 pm Monday - Friday
Stay Connected
f | @ | t | v | in
| | |

Town of Hilton Head Island Website
January 18, 2023
2023 – 2024 CDBG Annual Action Plan
Open Town Hall Portal

The screenshot shows a web browser window displaying the Hilton Head Island website. The page title is "Open Town Hall HHI". The main content area features a survey titled "The Town is accepting comments on needs and funding priorities for the CDBG program year 2023-2024 Annual Action Plan." The survey is part of the "Program Year 2023 CDBG Annual Action Plan Questionnaire". It indicates that there are 9 days left before the deadline. The survey is currently in the "Your Comment" phase, with a "Take the Survey" button. The page also includes a "Comments" section showing 4 visitors and 0 comments. The footer contains copyright information for OpenGov, Inc. and social media links for Facebook, LinkedIn, and Twitter. The OpenGov logo is also present in the footer.

Open Town Hall HHI

Home Info Help Sign in

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023-2024 Annual Action Plan.

9 days left before deadline

Introduction Feedback Your Comment Outcome

As a Community Development Block Grant (CDBG) Entitlement Community the Town of Hilton Head Island receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) to fund projects which benefit the community needs of low- and moderate-income residents. The 2023 -2024 funding allocation is estimated to be approximately \$200,000.

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023-2024 Annual Action Plan.

Please take a moment to rank the types of project categories from 1 – 5 in our brief survey.
(1 as highest priority and 5 as lowest priority)

Your Comment

[Take the Survey](#)

Deadline: 4:30 PM on January 27, 2023

Comments

This topic has 4 visitors and 0 comments.

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[Set Language](#)

From: [Rene Phillips](#)
To: [Marcy Benson](#)
Subject: FW: Courtesy Copy: Public Meeting for CDBG Program Year 2023-2023 Annual Action Plan
Date: Wednesday, January 18, 2023 12:39:25 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)



René Tuttle, CGDSP

WEBSITE DEVELOPER

Office: (843) 341-4792

Website: hiltonheadislandsc.gov

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

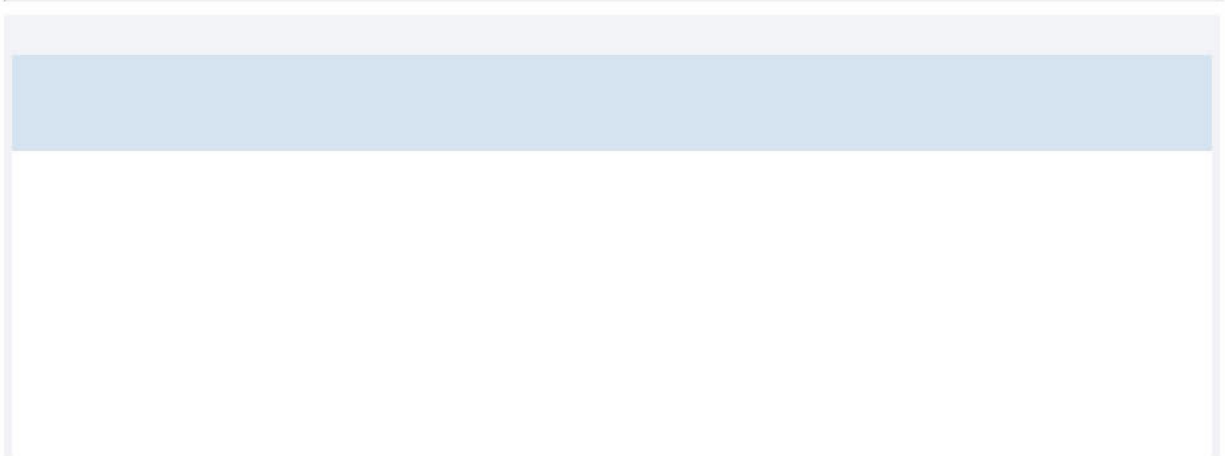
From: Town of Hilton Head Island <updates@secure.hiltonheadislandsc.gov>
Sent: Wednesday, January 18, 2023 12:38 PM
To: Rene Phillips <reneh@hiltonheadislandsc.gov>; Kelly Spinella <kellys@hiltonheadislandsc.gov>; Carolyn Grant <carolyng@hiltonheadislandsc.gov>
Subject: Courtesy Copy: Public Meeting for CDBG Program Year 2023-2023 Annual Action Plan

THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

This is a courtesy copy of an email bulletin sent by Rene Tuttle.

This bulletin was sent to the following groups of people:

Subscribers of Legal Notices (3315 recipients)





Public Meeting for Community Development Block Grant Program Fiscal Year 2023-2024 Annual Action Plan

January 18, 2023

On **January 25, 2023, at 5:15 pm**, the Town will hold a public meeting at the Town of Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers at 1 Town Center Court, to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program year 2023 Annual Action Plan.

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[Submit a Program Year 2023 CDBG Annual Action Plan Questionnaire Online](#)

View the public notice at

<https://hiltonheadislandsc.gov/news/news.cfm?NewsID=2976>



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

Hilton Head Island Logo



STAY CONNECTED:



Questions for the Town of Hilton Head Island? [Contact Us](#)

SUBSCRIBER SERVICES:

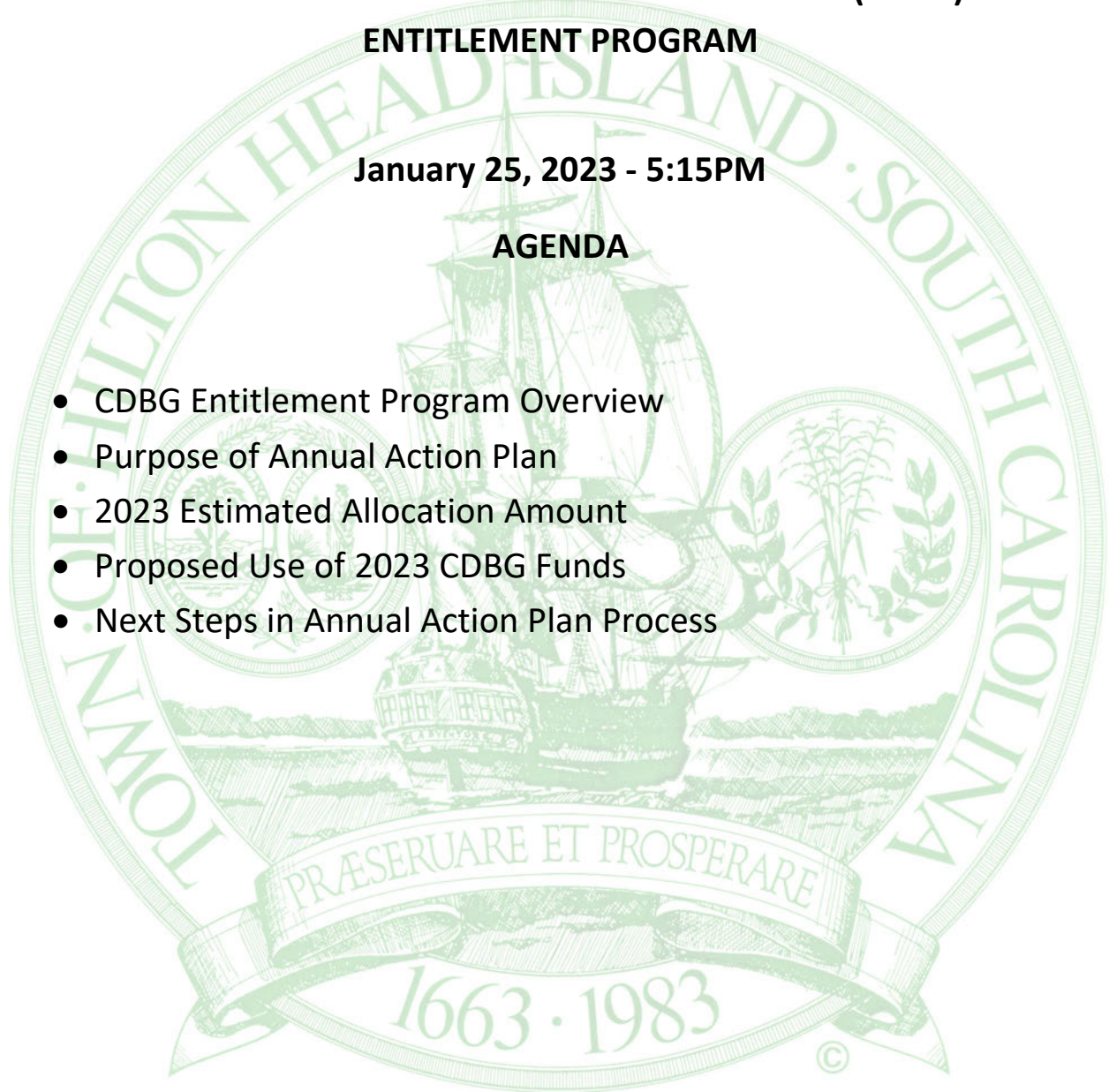
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TOWN OF HILTON HEAD ISLAND
ANNUAL ACTION PLAN PROGRAM YEAR 2023-2024
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT PROGRAM

January 25, 2023 - 5:15PM

AGENDA

- CDBG Entitlement Program Overview
- Purpose of Annual Action Plan
- 2023 Estimated Allocation Amount
- Proposed Use of 2023 CDBG Funds
- Next Steps in Annual Action Plan Process



PLEASE SIGN IN:

NAME	MAILING ADDRESS	EMAIL ADDRESS
Nannette Pierson	[REDACTED]	[REDACTED]



Town of Hilton Head Island

Community Development Block Grant (CDBG)

2023 – 2024 Annual Action Plan

Public Meeting

Wednesday, January 25, 2023

Marcy Benson
Senior Grants Administrator

Agenda

- CDBG Entitlement Program Overview
- Purpose of Annual Action Plan
- 2023 Allocation Amount
- Proposed Use of 2023 CDBG Funds
- Next Steps in Annual Action Plan Process



Community Development Block Grant Entitlement Program (CDBG)

- Federal grant program administered by HUD
- Provides annual grants on a formula basis
- Anticipated allocation is \$200,000
- Annual amount fluctuates each year
- Benefit low- and moderate-income persons
- Next Annual Action Plan is due in May



Low and Moderate Income (LMI) Definitions

- Low- and moderate-income households = less than 80% of the area median income
- Low Income = equal to or less than 50% of the area median income
- Moderate Income = equal to or less than 80% of area median income



LMI Example

FY2022 Income Limit Summary

FY 2022 Income Limit Area	Median Family Income	Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Beaufort County, SC HUD Metro FMR Area	\$95,600	50% Income Limit (Low)	\$30,350	\$34,700	\$39,050	\$43,350	\$46,850	\$50,300	\$53,800	\$57,250
		80% Income Limit (Moderate)	\$48,550	\$55,500	\$62,450	\$69,350	\$74,900	\$80,450	\$86,000	\$91,550

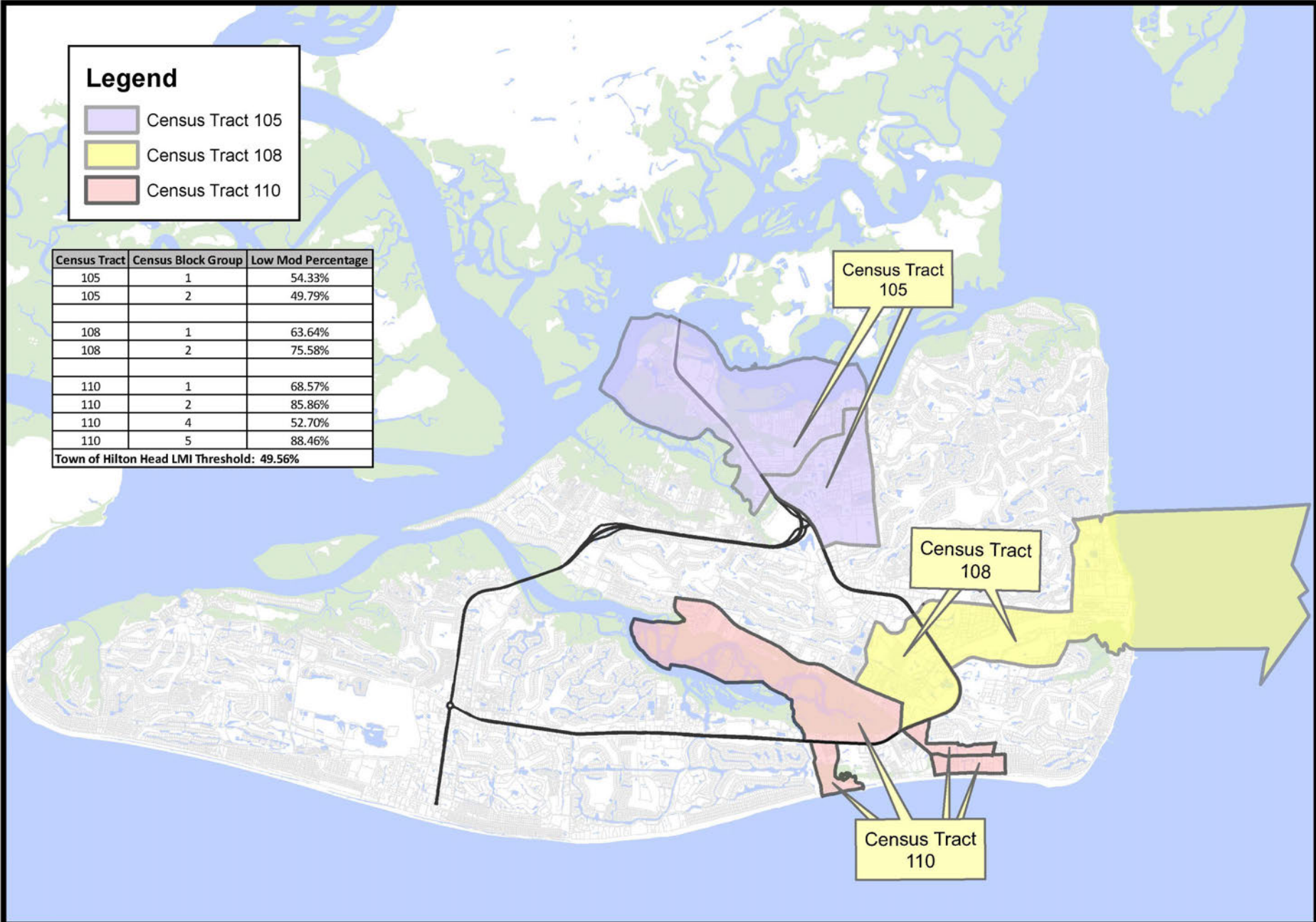
Source: HUD User Website, Office of Policy Development and Research (PD&R)
<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>



Legend

- Census Tract 105
- Census Tract 108
- Census Tract 110

Census Tract	Census Block Group	Low Mod Percentage
105	1	54.33%
105	2	49.79%
108	1	63.64%
108	2	75.58%
110	1	68.57%
110	2	85.86%
110	4	52.70%
110	5	88.46%
Town of Hilton Head LMI Threshold: 49.56%		



Town of Hilton Head Island

LMI Census Tracts and Blocks



TOWN OF HILTON HEAD ISLAND
 ONE FIVE SEVENTH STREET
 HILTON HEAD ISLAND, S.C. 29928
 PHONE: 843.661.4600
 FAX: 843.661.4601
 WWW.HILTONHEADSC.COM



The information on this map has been compiled from a variety of sources and is provided as a guide only. It is not intended to be used as a legal document. The Town of Hilton Head Island is not responsible for any errors or omissions. The Town of Hilton Head Island is not responsible for any errors or omissions. The Town of Hilton Head Island is not responsible for any errors or omissions.

Annual Action Plan Purpose

- Provides summary to HUD
- 1 Year Plan with Goals & Objectives
- Allocates Funds for Program Year 2023
- Improve quality of life



2020 – 2024 Consolidated Plan Projects List

#	Program Year	Project Name	Project Description	Estimated Amount	Annual Goals Supported	Target Area	Priority Need Addressed	Goal Outcome Indicator
1	2020	COVID-19 Response and Recovery	Provide grant funding for the purchase of equipment, or supplies, or materials necessary to carry-out response and recovery due to COVID-19.	\$770,401	COVID-19 Response & Recovery	Town-Wide	Non- Housing Community Development – Public Services; and Administration & Planning	Public service activities other than low/moderate-income housing benefit.
2	2021	Facilities, Housing, Public Services, Economic Development Year 2	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 2	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit.
3	2022	Facilities, Housing, Public Services, Economic Development Year 3	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 3	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit.
4	2023	Facilities, Housing, Public Services, Economic Development Year 4	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 4	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit.
5	2024	Facilities, Housing, Public Services, Economic Development Year 5	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 5	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit.



2020 – 2024 Consolidated Plan

Program Year 2 Project

#	Program Year	Project Name	Project Description	Estimated Amount	Annual Goals Supported	Target Area	Priority Need Addressed	Goal Outcome Indicator
4	2023	Facilities, Housing, Public Services, Economic Development Year 3	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$232,565	Facilities, Housing, Public Services, Economic Development Year 3	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit



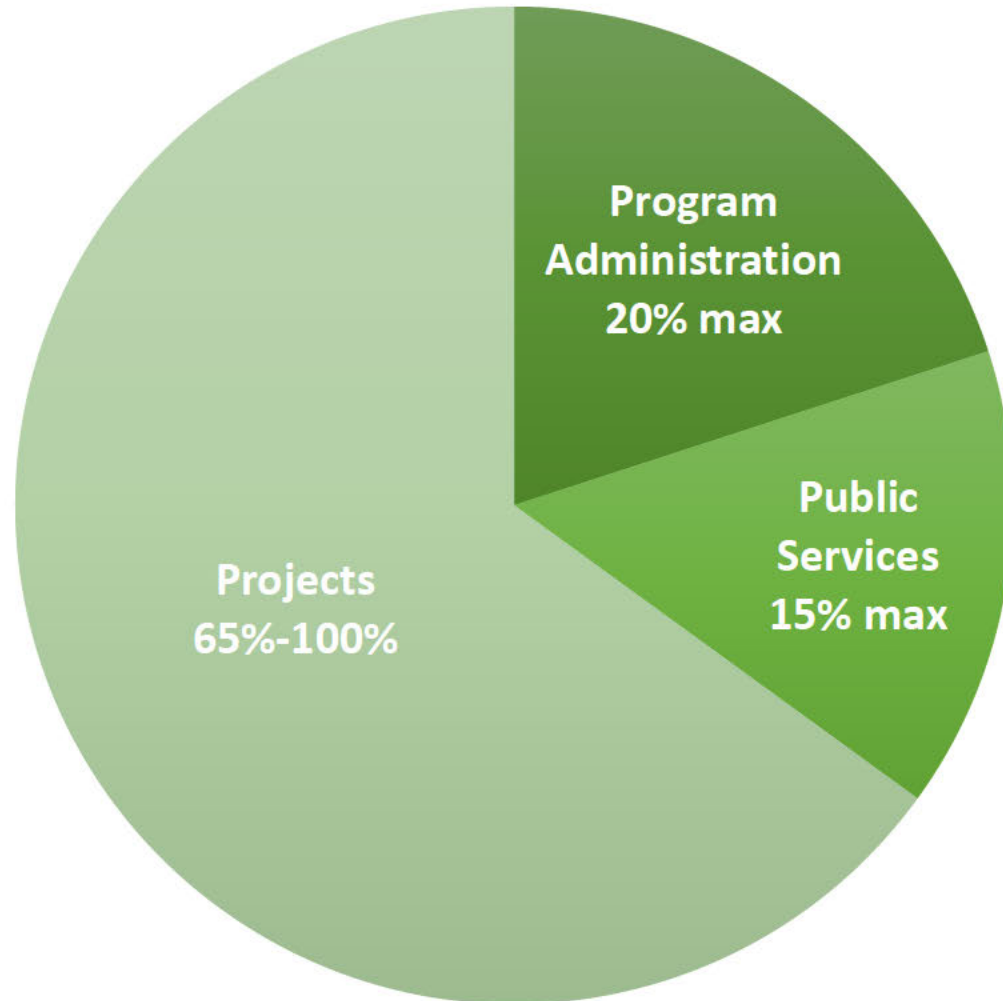
What We've Done 2015 - 2022

- Two dirt road paving projects
- Two playground installation projects
- One parking expansion project
- One pavilion construction project
- 17 public services organizations
- Two park construction projects



2023 Allocation

Approximately \$200,000



Proposed Use of 2023 CDBG Funds

- Public Improvement Project
 - Neighborhood park at the Ford Shell Ring
Town owned property



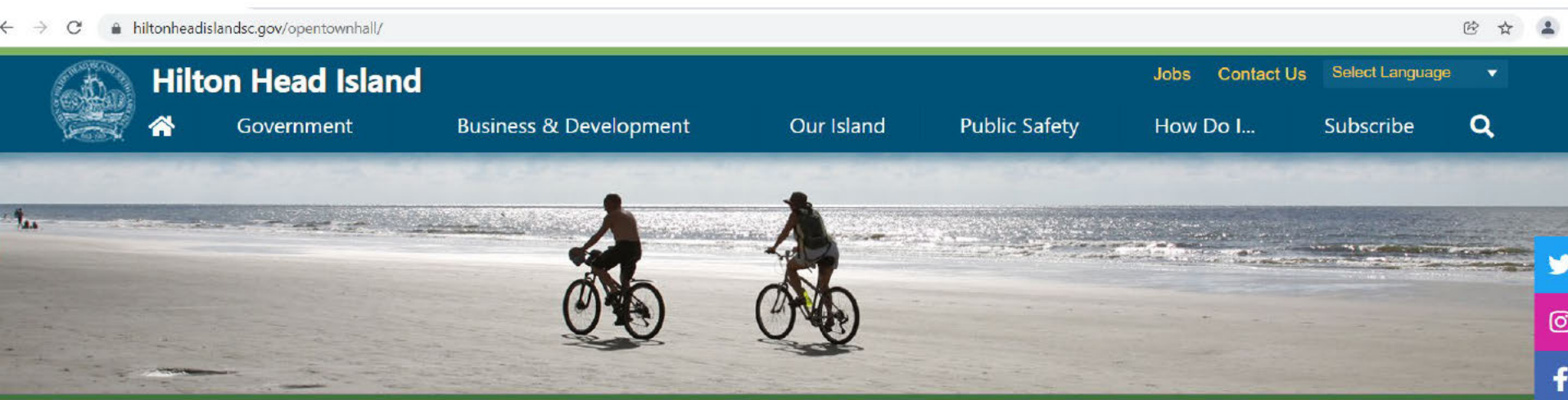
We Want to Hear From You

- Public Improvements?
- Public Facilities?
- Housing Activities?
- Other Real Property Improvements?
- Public Services?



We Want to Hear From You Survey on Open Town Hall

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



Open Town Hall HHI

A screenshot of the 'Open Town Hall HHI' survey page. The page has a light blue header with 'Home', 'Info', 'Help', and 'Sign in' links, and a search icon. The main content area features a large image of a beach with many people and umbrellas. On the left side of this image is the Hilton Head Island seal, which includes the text 'JOHN OF HILTON HEAD ISLAND - SOUTH CAROLINA' and '1663 - 1983'. To the right of the image, the title 'Open Town Hall HHI' is displayed, followed by the text: 'Join the discussion! Participate and contribute feedback on topics being considered by Hilton Head Island officials through Open Town Hall HHI.' Below this text is a blue button labeled 'READ MORE'.

Next Steps

- Annual Action Plan will be drafted
- 30-day public comment period
- Finance and Administrative Committee
- Town Council approval to submit Plan
- Submittal to HUD





Thank you!

Marcy Benson
Senior Grants Administrator

Marcyb@hiltonheadislandsc.gov

Public Meeting Minutes
Public Meeting to Solicit Input and Discuss
Community Development Block Grant (CDBG) Entitlement Program
Annual Action Plan Fiscal Year 2023-2024 (Program Year 2023)

Wednesday, January 25, 2023 – 5:15pm
Town of Hilton Head Island Town Hall
Benjamin M. Racusin Council Chambers
1 Town Center Court, Hilton Head Island, SC

Present

Town Staff: Marcy Benson, Senior Grants Administrator
Jeff Herriman, Treasurer

Public Attendees: One member of the public attended.
See attached sign-in sheet.

Marcy Benson, Senior Town Grants Administrator, began the public meeting at 5:15pm in the Benjamin M. Racusin, Council Chambers of the Town of Hilton Head Island Town Hall. A PowerPoint presentation was given describing the Community Development Block Grant (CDBG) Entitlement Program, the anticipated CDBG funding allocation amount available for program year 2023 and staff recommended project for the fiscal year 2023-2024 annual action plan.

There was public discussion on the CDBG program, anticipated funding allocation and types of projects eligible for CDBG funding.

The meeting concluded with Town staff stating the next steps for the program year 2023-2024 annual action plan will include a 30-day public comment period and recommended comments be submitted via the Open Town Hall Portal on the Town website by January 27, 2023. The attendee was thanked for participating and the public meeting adjourned at approximately 5:50pm.



Program Year 2023 CDBG Annual Action Plan Questionnaire

January 27, 2023, 4:31 PM

Contents

i.	Introduction	2
ii.	Summary of comments	3
iii.	Survey questions	7
iv.	Individual comments	9

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Introduction

As a Community Development Block Grant (CDBG) Entitlement Community the Town of Hilton Head Island receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) to fund projects which benefit the community needs of low and moderate income residents. The 2023 2024 funding allocation is estimated to be approximately \$200,000.

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Please take a moment to rank the types of project categories from 1 – 5 in our brief survey.

(1 as highest priority and 5 as lowest priority)

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Summary Of Comments

As of January 27, 2023, 4:31 PM, this forum had:	Topic Start	Topic End
Attendees: 16	January 18, 2023, 8:00 AM	January 27, 2023, 4:30 PM
Comments: 4		
Minutes of Public Comment: 12		

QUESTION 1

Name

Answered	3
Skipped	1

QUESTION 2

Public Improvements such as streets, sidewalks, water and sewer infrastructure, parks, or drainage improvements.

(1=highest priority, 5=lowest priority)

Public Improvements

		%	Count
3		50.0%	2
5		50.0%	2

QUESTION 3

Public Facilities such as neighborhood or community facilities or facilities for persons with special needs.

(1=highest priority, 5=lowest priority)

Public Facilities

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

		%	Count
3		25.0%	1
4		25.0%	1
5		50.0%	2

QUESTION 4

Housing Activities such as rehabilitation of owner-occupied homes for energy improvements, water and sewer efficiency improvements, or lead-based paint testing and abatement.

Housing Activities

		%	Count
2		25.0%	1
3		25.0%	1
4		50.0%	2

QUESTION 5

**Other Real Property Improvements such as acquisition, clearance/demolition, code enforcement, historic preservation, renovation of closed buildings, or handicapped accessibility.
(1=highest priority, 5=lowest priority)**

Other Real Property Improvements

		%	Count
1		50.0%	2
4		50.0%	2

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

QUESTION 6

Public Services such as employment services, crime prevention and public safety, childcare, health services, fair housing counseling, education programs, or services for senior citizens.
(1=highest priority, 5=lowest priority)

Public Services

		%	Count
1		25.0%	1
2		25.0%	1
4		25.0%	1
5		25.0%	1

QUESTION 7

Please tell us a specific project you would like to see in the three highest ranking categories you selected.

Answered	3
Skipped	1

QUESTION 8

Please tell us why you selected the ranking order of the above project categories.






Answered	2
Skipped	2

QUESTION 9

Tell us how you would allocate \$200,000 in any of the project categories.
You have 8 dots to 'allocate'. Each dot represents \$25,000.

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

		%	Count
Public Improvements		15.6%	5
Public Facilities		15.6%	5
Housing Activities		28.1%	9
Other Real Property Improvements		18.8%	6
Public Services		15.6%	5

QUESTION 10

Additional Comments?

No response

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Survey Questions

QUEST ON 1

Name

- 2
- 3
- 4
- 5

QUEST ON 2

Public Improvements such as streets, sidewalks, water and sewer infrastructure, parks, or drainage improvements.

(1=highest priority, 5=lowest priority)

Row choices

- Public Improvements

Column choices

- 1
- 2
- 3
- 4
- 5

QUEST ON 3

Public Facilities such as neighborhood or community facilities or facilities for persons with special needs.

(1=highest priority, 5=lowest priority)

Row choices

- Public Facilities

Column choices

- 1
- 2
- 3
- 4
- 5

QUEST ON 4

Housing Activities such as rehabilitation of owner-occupied homes for energy improvements, water and sewer efficiency improvements, or lead-based paint testing and abatement.

Row choices

- Housing Activities

Column choices

- 1

QUEST ON 5

Other Real Property Improvements such as acquisition, clearance/demolition, code enforcement, historic preservation, renovation of closed buildings, or handicapped accessibility.

(1=highest priority, 5=lowest priority)

Row choices

- Other Real Property Improvements

Column choices

- 1
- 2
- 3
- 4
- 5

QUEST ON 6

Public Services such as employment services, crime prevention and public safety, childcare, health services, fair housing counseling, education programs, or services for senior citizens.

(1=highest priority, 5=lowest priority)

Row choices

- Public Services

Column choices

- 1
- 2
- 3
- 4
- 5

QUEST ON 7

Please tell us a specific project you would like to see in the three highest ranking categories you selected.

QUEST ON 8

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Please tell us why you selected the ranking order of the above project categories.

QUEST ON 9

Tell us how you would allocate \$200,000 in any of the project categories.

You have 8 dots to 'allocate'. Each dot represents \$25,000.

- Public Improvements
- Public Facilities
- Housing Activities
- Other Real Property Improvements
- Public Services

QUEST ON 10

Additional Comments?

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Individual Comments

Name not available

January 18, 2023, 1:14 PM

Question 1

L nda Labarreare

Question 2

Pub c Improvements: 3

Question 3

Pub c Fac t es: 3

Question 4

Hous ng Act v t es: 4

Question 5

Other Rea Property Improvements: 4

Question 6

Pub c Serv ces: 4

Question 7

No response

Question 8

No response

Question 9

- Pub c Improvements (2)
- Pub c Fac t es (2)
- Hous ng Act v t es (2)
- Other Rea Property Improvments (2)

Question 10

No response

Name not available

January 18, 2023, 7:25 PM

Question 1

No response

Question 2

Pub c Improvements: 5

Question 3

Pub c Fac t es: 5

Question 4

Hous ng Act v t es: 4

Question 5

Other Rea Property Improvements: 4

Question 6

Pub c Serv ces: 5

Question 7

- 1) Dog Park created for residence w th green space
- 2) Safety s gnage for crosswa ks-to many peop e are gett ng run over
- 3) A gator management
- 4) Deer contro

Question 8

- 1) Dogs and homes are not a owed fences n the p antat ons, th s creates a rea need for a space for dogs to run and be treated humane y
- 2) s gns that are current y hung are wordy and unc ear for trave ors
- 3) Large a gators have k ed too many peop e
- 4) My daughter was h t by a deer runn ng across the parkway, t cou d have been fata

Question 9

- Pub c Improvements (2)
- Pub c Fac t es (2)
- Hous ng Act v t es (1)
- Pub c Serv ces (1)

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

Question 10

No response

Name not shown

inside Town Limits

January 25, 2023, 12:55 PM

Question 1

K m L k ns

Question 2

Pub c Improvements: 3

Question 3

Pub c Fac t es: 5

Question 4

Hous ng Act v t es: 2

Question 5

Other Rea Property Improvements: 1

Question 6

Pub c Serv ces: 1

Question 7

Issues surround ng emp oyment, spec f ca y the ack of an adequate work force are the most mportant ssues that shou d be addressed w th CDBG funds. Hous ng and ch dcare shou d be at the top of the st. W thout these resources we w cont nue to see a dec ne n our ls and work force.

Question 8

We must use every ava ab e qua f ed fund ng source to he p so ve our work force ssues.

Question 9

- Hous ng Act v t es (3)
- Other Rea Property Improvments (3)
- Pub c Serv ces (2)

Question 10

No response

Cary Welker

inside Town Limits

January 25, 2023, 1:59 PM

Question 1

Cary We ker

Question 2

Pub c Improvements: 5

Question 3

Pub c Fac t es: 4

Question 4

Hous ng Act v t es: 3

Question 5

Other Rea Property Improvements: 1

Question 6

Pub c Serv ces: 2

Question 7

The dec ne n ava ab ty and atta nab ty of both hous ng and ch dcare opt ons are detr menta to the cont nued growth of the s and. Both shou d be addressed as top pr or ty n order to enhance the appea of the s and to the current and potent a ct zens who keep the s and s economy mov ng.

Question 8

No response

Question 9

- Pub c Improvements (1)
- Pub c Fac t es (1)
- Hous ng Act v t es (3)
- Other Rea Property Improvments (1)

Program Year 2023 CDBG Annual Action Plan Questionnaire

The Town is accepting comments on needs and funding priorities for the CDBG program year 2023 2024 Annual Action Plan.

• Public Services (2)

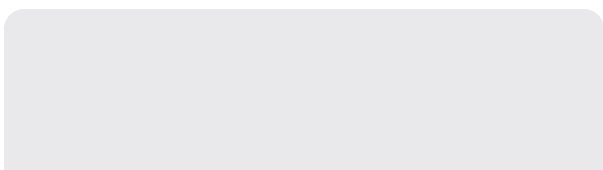
Question 10

No response

From: [Nannette Pierson](#)
To: [Marcy Benson](#)
Subject: Dr. Pierson. Sandalwood Community Food Pantry
Date: Thursday, January 26, 2023 3:41:33 PM
Attachments: [albertgeorge_teaser_640x360.png](#)

THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

Marcy, Thank you for a wonderfully clear and comprehensive understanding of the 2023 allocated funding for the Community Development Block Grant. You always do an excellent job no matter if the room is full, or as last evening's meeting, with only myself present, as Founder and Joyful Servant of Sandalwood Community Food Pantry. This singular presence allowed me to be comfortable asking questions I may not have asked in my desire to respect the time for others with questions and concerns. I was very pleased in making your meeting a priority to be considered for CDBG funding. Please add this to my previous request as I have narrowed the scope, as you so kindly offered me the option to send directly to you via email. The CDBG could provide funding in the Public Service Area to train at risk community members. Presently, we are serving over 100 families every Tuesday at Sandalwood Community Food Pantry. These Grant funds would be used to develop education tool-kits and holding workshops in an effort to proactively educate HHI residents living below the poverty level who lack access to important safety information in relation to major weather events such as hurricanes and rain bombs. One of my board members (See enclosed link for board member Albert George) who has experience in this area will assist with developing and executing the proposed training. You might remember Mr. George from the CDBG annual meetings he often attended along with me years prior.





ALBERT GEORGE

DIRECTOR OF CONSERVATION, SOUTH CAROLINA AQUARIUM

Learning and teaching about climate change:
Albert George MPP 2001, HKSEE 2004

hks.harvard.edu

Many thanks for all you do in serving our Beloved Community,
Rev. Dr. Nannette Pierson
Sandalwood Community Food Pantry
Because Hunger's Hurts!

Sent from my iPad

Public Comment Summary
For the Town of Hilton Head Island
Community Development Block Grant (CDBG)
2023 Annual Action Plan

Public comments received from Open Town Hall Portal CDBG survey (January 18 - 27, 2023)

Comment #1: Dog park created for residence with green space, dogs and homes are not allowed fences in plantations, this creates a need for a space for dogs to run and be treated humanely. Safety signage for crosswalks-to many people are getting run over, signs that are currently hung are wordy and unclear for travelers. Alligator management, large alligators have killed too many people. Deer control, my daughter was hit by a deer running across the parkway, it could have been fatal.

Comment #2: Issues surrounding employment, specifically the lack of an adequate work force are the most important issues that should be addressed with CDBG funds. Housing and childcare should be at the top of the list. Without these resources we will continue to see a decline in our Island work force. We must use every available qualified funding source to help solve our work force issues.

Comment #3: The decline in availability and attainability of both housing and childcare options are detrimental to the continued growth of the island. Both should be addressed as top priority in order to enhance the appeal of the island to the current and potential citizens who keep the island's economy moving.

Public Comments Received at Public Meeting (January 25, 2023)

- There was public discussion on the CDBG program, anticipated funding allocation and types of projects eligible for CDBG funding. General CDBG program questions were asked and answered by Town staff.
 - Comment received from meeting attendee via email after the meeting recommended funding a public service activity to develop education tool kits and workshops for food pantry clients on the importance of safety in relation to major weather events.
-

**NOTICE OF 30-DAY PUBLIC COMMENT PERIOD
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2023-2024 ANNUAL ACTION PLAN**

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NOTICE OF 30-DAY PUBLIC COMMENT PERIOD
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM
YEAR 2023-2024 ANNUAL ACTION PLAN

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From: [Jeff Herriman](#)
To: [Marcy Benson](#)
Subject: FW: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan
Date: Tuesday, February 21, 2023 8:10:04 AM

Marcy,

I saw that the Public Notice was emailed out.

Thank you,

Jeff

From: herrimanjhhi@gmail.com <herrimanjhhi@gmail.com>
Sent: Monday, February 20, 2023 7:54 PM
To: Jeff Herriman <jeffhe@hiltonheadislandsc.gov>
Subject: FW: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan

THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

From: Town of Hilton Head Island <updates@secure.hiltonheadislandsc.gov>
Sent: Monday, February 20, 2023 7:14 PM
To: herrimanjhhi@gmail.com
Subject: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan

--- PUBLIC NOTICE ---



**NOTICE OF 30-DAY PUBLIC COMMENT PERIOD
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM YEAR
2023-2024 ANNUAL ACTION PLAN**

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Hilton Head Island Logo



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Questions for the Town of Hilton Head Island? [Contact Us](#)

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This email was sent to herrimanjhi@gmail.com using GovDelivery Communications Cloud on behalf of the Town of Hilton Head Island - One Town Center Court, Hilton Head Island, SC 29928 - 843-341-4600

From: [Carolyn Grant](#)
To: [Marcy Benson](#)
Subject: Fw: Bulletin Detail Report: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan
Date: Tuesday, February 21, 2023 1:50:19 AM
Attachments: [Outlook-wzw121ku.png](#)
[Outlook-facebook i.png](#)
[Outlook-twitter ic.png](#)
[Outlook-w5cwn2y.png](#)
[Outlook-linkedin i.png](#)

Hi Marcy
Here is the report related to the e-public notice for the CDBG grant program.

<!--[if !vml]--> **Carolyn Grant**
COMMUNICATIONS DIRECTOR
Office: (843) 341-4618
Mobile: (843) 715-1393
Website: hiltonheadislandsc.gov
Address: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928



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From: Town of Hilton Head Island <updates@secure.hiltonheadislandsc.gov>
Sent: Monday, February 20, 2023 11:12 PM
To: Carolyn Grant <carolyng@hiltonheadislandsc.gov>
Subject: Bulletin Detail Report: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan
THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

Having trouble viewing this email? [View this report in your account.](#)



Report Generated: 02/20/2023 11:12 PM EST

This report automatically generates after a bulletin is sent. [View the Bulletin Detail Report online](#) to






see the most recent performance metrics for this bulletin.

Subject: Public Notice I Notice of 30-Day Public Comment Period Community Development Block Grant Program Year 2023-2024 Annual Action Plan

Sent: 02/20/2023 07:12 PM EST

Sent By: carolyng@hiltonheadislandsc.gov

Sent To: Subscribers of General Announcements or Legal Notices

 Email
 SMS
 Facebook
 Twitter
 RSS

7,743

Recipients

98.0%

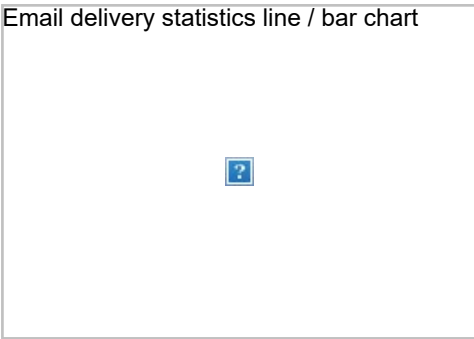
Delivered

0% Pending

2% Bounced

30% Open Rate

1% Click Rate

Email Delivery Stats		
<p>Email delivery statistics line / bar chart</p> 		
Minutes	Cumulative Attempted	
3	99%	
5	99%	
10	99%	
30	99%	
60	99%	
120	99%	

Delivery Metrics - Details	Bulletin Analytics
<p>7,743 Total Sent</p> <p>7,588 (98%) Delivered</p> <p>34 (0%) Pending</p> <p>121 (2%) Bounced</p> <p>0 (0%) Unsubscribed</p>	<p>2,869 Total Opens</p> <p>2,285 (30%) Unique Opens</p> <p>47 Total Clicks</p> <p>44 (1%) Unique Clicks</p> <p>11 # of Links</p>

Delivery and Performance							
Channel	Progress	Percent Delivered	Number of Recipients	Number Delivered	Opened / Unique	Bounced / Failed	Unsubscribed
Email Bulletin	Sending...	97.7%	6,793	6,638	2285 / 34.4%	121	0
SMS Message	Delivered	0.0%	0	0	n/a	0	n/a

Bulletin Link Overview

Link URL	Unique Clicks	Total Clicks
https://hiltonheadislandsc.gov/CDBG/?utm_medium=email&utm_source=govdeli...	18	21
https://public.govdelivery.com/accounts/SCHILTONHEAD/subscriber/edit?pre...	4	4
https://hiltonheadislandsc.gov?utm_medium=email&utm_source=govdelivery	3	3
https://twitter.com/townofhhi?utm_medium=email&utm_source=govdelivery	3	3
http://public.govdelivery.com/accounts/SCHILTONHEAD/subscribers/new?pref...	3	3
https://www.youtube.com/c/TownofHiltonHeadIslandSC?utm_medium=email&utm_...	3	3
https://www.facebook.com/townofhiltonheadislandsc?utm_medium=email&utm_s...	2	2
https://content.govdelivery.com/accounts/SCHILTONHEAD/bulletins/348793e?...	2	2
https://hiltonheadislandsc.gov/contactus/?utm_medium=email&utm_source=go...	2	2
https://www.flickr.com/photos/townofhiltonheadisland/?utm_medium=email&u...	2	2
https://subscriberhelp.govdelivery.com/	2	2

Need more reports? [Additional reporting is available in your account.](#) If you want additional information on reporting, please visit the [reporting help menu](#).

Want to learn more about these metrics and the best practices for improving results? Contact your dedicated Client Success Consultant! Not sure who that is? Send us an email at support@granicus.com and we'll help you find out.



STAY CONNECTED:



Town of Hilton Head Island Website – News and Announcements - Main Page
February 22, 2023
2023 – 2024 CDBG Annual Action Plan
30 Day Public Comment Period Notice

The screenshot shows the Hilton Head Island website's news and announcements page. The browser address bar displays the URL <https://www.hiltonheadislandsc.gov/news/>. The website header features the Hilton Head Island logo and navigation links for Government, Business & Development, Our Island, Public Safety, How Do I..., and Subscribe. A large banner image of a marshy landscape is visible. The main content area is titled "News and Announcements" and lists three items: "CDBG Program Year 2023-2024 Annual Action Plan Notice of 30-Day Public Comment Period" (February 22, 2023), "Black History Month Spotlight: Gullah Geechee Land & Cultural Preservation Task Force" (February 22, 2023), and "Share Your Thoughts About Town Communication Efforts" (February 17, 2023). A "Contact Info" sidebar on the right identifies Carolyn Grant as the Communications Director, providing her address, phone number (843-341-4618), and email (CarolynG@hiltonheadislandsc.gov). A "Connect with Us" sidebar lists the website and social media handles for E-Subscription Service, Facebook (@TownofHHI), Twitter (@TownofHHI), and YouTube (@TownofHiltonHeadIslandSC).

News and Announcements

- CDBG Program Year 2023-2024 Annual Action Plan Notice of 30-Day Public Comment Period**
February 22, 2023
- Black History Month Spotlight: Gullah Geechee Land & Cultural Preservation Task Force**
February 22, 2023
- Share Your Thoughts About Town Communication Efforts**
February 17, 2023

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
@TownofHHI
@TownofHiltonHeadIslandMeetings
@TownofHHI
@TownofHiltonHeadIslandSC

Town of Hilton Head Island Website
February 22, 2023
2023 – 2024 CDBG Annual Action Plan
30 Day Public Comment Period Notice Page

The screenshot shows a web browser window displaying the Hilton Head Island website. The browser's address bar shows the URL: <https://www.hiltonheadislandsc.gov/news/news.cfm?NewsID=2989>. The website header features the Hilton Head Island logo and navigation links: "Government", "Business & Development", "Our Island", "Public Safety", "How Do L...", and "Subscribe". There are also links for "Sito en Español", "Jobs", "Contact Us", and "Select Language". A vertical social media sidebar on the right includes icons for Twitter, Instagram, Facebook, YouTube, LinkedIn, and Nextdoor.

Public Notice

CDBG Program Year 2023-2024 Annual Action Plan

Notice of 30-Day Public Comment Period

February 22, 2023

Notice is hereby given that the Town of Hilton Head Island has prepared a draft of its program year 2023 - 2024 Annual Action Plan required by the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant Entitlement Program funding.

The Plan will be available for review and comment for 30 days beginning Monday, February 27, 2023, through Wednesday, March 29, 2023, via the Town of Hilton Head Island website at www.hiltonheadislandsc.gov.

Written comments on the Plan 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.

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

[View More News](#)

Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
843-341-4600
8 am - 4:30 pm Monday - Friday

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Site en Español
Website Policy
Social Media Use Policy
Employee Portal
Contact Webmaster

Town of Hilton Head Island Website
February 27, 2023
2023 – 2024 CDBG Annual Action Plan
30 Day Public Comment Period Notice Page

The screenshot shows a web browser window displaying the Hilton Head Island website. The page features a blue header with the town's logo and navigation links. Below the header is a large image of a beach at sunset. The main content area is titled "Public Notice" and "CDBG Program Year 2023-2024 Annual Action Plan". It includes a "Notice of 30-Day Public Comment Period" dated February 22, 2023. The notice text explains that a draft of the annual action plan has been prepared and is available for review and comment for 30 days, from February 27, 2023, to March 29, 2023. It provides contact information for Marcy Benson, Senior Grants Administrator, and includes buttons for "View the Draft CDBG Program Year 2023 Annual Action Plan" and "Submit Program Year 2023 CDBG Annual Action Plan Comments". A "Contact" section lists Marcy Benson's name, title, phone number (843-341-4689), and email (MarcyB@hiltonheadislandsc.gov). A "View More News" button is also present. The footer contains the town's name, address (1 Town Center Court, Hilton Head Island, SC 29928), phone number (843-341-4600), hours (8 am - 4:30 pm Monday - Friday), and social media links.

Strategic Action Plan | Design p... x CDBG Program Year 2023-2024 x +
https://hiltonheadislandsc.gov/news/news.cfm?NewsID=2989
Import favorites | Google | Hinet - Town of Hi... | Instant | Suggested Sites | Employee Self Servi... | Home | Grants Portal

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

Home / News

Public Notice

CDBG Program Year 2023-2024 Annual Action Plan

Notice of 30-Day Public Comment Period

February 22, 2023

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[View the Draft CDBG Program Year 2023 Annual Action Plan](#)

[Submit Program Year 2023 CDBG Annual Action Plan Comments](#)

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

[View More News](#)

Sitio en Español
Website Policy
Social Media Use Policy
Employee Portal
Contact Webmaster

Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
843-341-4600
8 am - 4:30 pm Monday - Friday

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