



Town of Hilton Head Island
TOWN COUNCIL MEETING
Tuesday, June 6, 2023, 3:00 PM
AGENDA

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

1. **Call to Order**
2. **FOIA Compliance:** Public notification of this workshop has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
3. **Pledge to the Flag**
4. **Invocation – Rabbi Brad Bloom – Congregation Beth Yam**
5. **Civility Pledge**
6. **Adoption of the Agenda**
7. **Approval of the Minutes**
 - a. Ad-Hoc Committee Meeting Minutes of May 4, 2023
 - b. Workshop Meeting Minutes of May 9, 2023
 - c. Workshop Meeting Minutes of May 11, 2023
 - d. Regular Meeting Minutes of May 16, 2023
8. **Report of the Town Manager**
 - a. Items of Interest
 - b. Report on the State of Law Enforcement on Hilton Head Island – Sheriff PJ Tanner, Beaufort County Sheriff's Office
 - c. William Hilton Parkway Gateway Corridor Update – Shawn Colin, Assistant Town Manager, Community Development
9. **Appearance by Citizens:** Citizens who wish to address the Town Council on the matters being discussed during the meeting may do so by submitting the [Request to Speak form](#) or by calling the Town Clerk at 843-341-4701 no later than 12:00 PM the day of the meeting. Written comments concerning items on the agenda may be submitted at the [Open Town Hall Portal](#).

10. Public Hearing and Final Reading

- a. Second and Final Reading of Proposed Ordinance 2023–10 Adopting the Municipal Budget for the Town of Hilton Head Island for Fiscal Year 2024 Ending June 30, 2024 – Marc Orlando, Town Manager

11. Unfinished Business

- a. Second and Final Reading of Proposed Ordinance 2023–13 Amending 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 – John Troyer, Finance Director

12. New Business

- a. Consideration of a Resolution Supporting the Proposed Approach to Complete a Strengths, Weaknesses, Opportunities & Threats (SWOT) and Resilience Plan for Hilton Head Island – Bryan McIlwee, Assistant Community Development Director
- b. Consideration of a Resolution Approving the William Hilton Parkway Gateway Corridor Independent End-to-End Analysis Request for Qualifications and Scope of Work – Shawn Colin, Assistant Town Manager, Community Development
- c. Consideration of a Resolution of the Town of Hilton Head Island Adopting the Town of Hilton Head Island FY2023 – 2025 Strategic Action Plan – Josh Gruber, Deputy Town Manager
- d. Consideration of a Resolution Authorizing the Execution of Standardized Stormwater Agreements for Ashton Cove, Carolina Isles, Peregrine Point, Beach City Place, and Chinaberry Ridge – Bryan McIlwee, Assistant Community Development Director

13. Executive Session

- a. Discussion of Negotiations Incident to Proposed Contractual Arrangements for a Beach Franchise Agreement (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70[a][2])
- b. Discussion of Legal Advice from the Town Attorney on Matters Covered Under the Attorney-Client Privilege (Pursuant to the South Carolina Freedom of Information Act 30-4-70 [a][2]) related to:
 - 1. Mount Calvary Missionary Baptist Church of Hilton Head Island, et al vs. Town of Hilton Head Island
 - 2. Mitchelville Road Dirt Road Paving
 - 3. Main Street Right of Way Acquisition

4. 131 Dunnigan's Alley – Cretaceous Well #2

- c. Discussion of Negotiations Incident to Proposed Contractual Arrangements and Discussions for the Proposed Sale or Purchase of Property (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 [a][2]) related to:

1. Gum Tree Road Area
2. Squire Pope Area
3. Shelter Cove Area
4. Pope Avenue Area
5. Marshland Road Area

- d. Discussion of Personnel Matters (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70[a][1]) related to:

1. Town Council Appointments to Town Boards, Commissions, and Committees:

- i. Housing Action Committee

- e. Discussion and Status Update on the Negotiations Incident to Proposed Contractual Arrangements for the Northpoint Public-Private Partnership Workforce Housing Project (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 [a][2])

14. Action from Executive Session

15. Adjournment



Town of Hilton Head Island
TOWN COUNCIL Adhoc
Committee Meeting
Thursday, May 4, 2023, 3:00 p.m.
MINUTES

Present from Town Council: Glenn Stanford, Patsy Brison, Steve Alfred, *Town Council Members*

Present from Town Staff: None

1. Call to Order

2. FOIA Compliance

Mr. Stanford affirmed compliance with FOIA.

3. Roll Call

Attendance was confirmed by way of roll call.

4. Executive Session

a. Personnel Matters: Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body [pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(1), (2)] Related to:

i. Town Attorney Contract

Mr. Stanford moved to go into Executive Session for the reasons stated above. With no objection, the Adhoc Committee entered into executive session.

5. Possible Action by the Town Council Ad Hoc Committee Concerning Matters Discussed in Executive Session

Upon return from Executive Session Mr. Stanford there was no action to be taken as a result of Executive Session.

6. Adjournment

The meeting was adjourned at 3:45 p.m.

Approved:

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor



Town of Hilton Head Island TOWN COUNCIL WORKSHOP Tuesday, May 09, 2023, 1:00 p.m. MINUTES

Present from Town Council: Alan Perry, *Mayor*; David Ames, *Mayor Pro-Tempore*; Tamara Becker, Alex Brown, Steve Alfred, Glenn Stanford, Patsy Brison, *Town Council Members*

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*, Angie Stone, *Assistant Town Manager*, Shawn Colin, *Assistant Town Manager – Community Development*; Chris Blankenship, *Fire Chief*; Ben Brown, *Sr. Advisor to the Town Manager*; Kimberly Gammon, *Town Clerk*; Lisa Stauffer, *Director of Human Resources*; John Troyer, *Finance Director*; Erica Madhere, *Budget Analyst*; Bryan McIlwee, *Assistant Community Development Director*; Jennifer Ray, *Capital Program Manager*; Zenos Morris, *Assistant Community Development Director*; Carolyn Grant, *Communications Director*; Kelly Spinella, *Social Media and Marketing Manager*; Aaron Black, *Facilities Manager*; Bob Bromage, *Public Safety Director*; Todd McNeil, *Community Code Enforcement Officer*; Al Wilson, *Code Enforcement Officer*; Natalie Harvey, *Director of Cultural Affairs*; Jeff Netzinger, *Storm Water Manager*; Tommy Sunday, *Technology and Innovation Director*; Cindaia Ervin, *Assistant Town Clerk*

1. Call to Order

Mayor Perry called the meeting to order at 1:00 p.m.

2. FOIA Compliance

Ms. Ervin confirmed compliance with FOIA.

3. Roll Call

Attendance was confirmed by way of roll call.

4. Appearance by Citizens

Ken Campbell addressed Council thanking them for the recent purchase of property on Bryant Road. He explained the background and goals of the Coastal Community Development Corporation regarding workforce housing. He formally proposed working with the Town in future endeavors.

Kim Likins addressed Council thanking Patsy Brison and Steve Alfred for participating as lead riders in the Pedal Hilton Head Event. She noted there were over 700 riders that participated in the event and over 400 riders that participated in the Chill and Grill. Ms. Likins summarized the needs for the Childrens Center and spoke in support of the Coastal Community Development Corporation urging Town Council to work with them to find solutions to the need for workforce housing.

Skip Hoagland addressed Council requesting a forensic audit of town funds.

Skip Hoagland presented a Power of Attorney to speak on behalf of Lynne Greeley. Mayor Perry advised Mr. Hoagland that Council does not accept Power of Attorney for citizens to speak on behalf of another person and he would be fined for doing so. Mr. Hoagland stated he would gladly pay the fine continued to address Council regarding the Town's legal fees and the need for oversight.

5. Workshop Discussion

a. Review and Discussion of the Proposed Fiscal Year 2024 Consolidated Budget.

Mr. Orlando delivered a presentation on the Fiscal Year 2024 Budget. He referenced that the budget follows the Town Council top 15 Strategic Plan priorities and they are included in the budget. He reviewed each of the funds and funding sources focusing on the General Fund, Stormwater Utilities Fund, Debt Service Fund, Gullah Geechee Historic Neighborhood Fund and the Housing Fund in detail. He added that the Capital Projects Fund would be the focus of the workshop to be held on May 11. Mr. Orlando and John Troyer provided information and answered questions from Town Council throughout the presentation and Council members provided input regarding various components within the budget.

Mayor Perry asked for public comment.

Ken Campbell commended the Town Manager on the proposed budget and expressed his support of the dedication of workforce housing funding.

Skip Hoagland questioned the use of tax dollars for legal fees, dredging and the Designated Marketing Organization.

Xiaodan Li questioned the increase in the budget from 2021 and 2022, asked for clarification of the accommodations tax percentages and numbers, and expressed concern over lifestyle changes and workforce housing needs.

6. Adjournment

The workshop was adjourned at 3:30 p.m.

Approved:

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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



Town of Hilton Head Island TOWN COUNCIL WORKSHOP Thursday, May 11, 2023, 1:00 p.m. MINUTES

Present from Town Council: Alan Perry, *Mayor*; David Ames, *Mayor Pro-Tempore*; Tamara Becker, Alex Brown, Steve Alfred, Glenn Stanford, Patsy Brison, *Town Council Members*

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*, Shawn Colin, *Assistant Town Manager – Community Development*; Chris Blankenship, *Fire Chief*; Ben Brown, *Sr. Advisor to the Town Manager*; Kimberly Gammon, *Town Clerk*; Lisa Stauffer, *Director of Human Resources*; John Troyer, *Finance Director*; Erica Madhere, *Budget Analyst*; Missy Luick, *Assistant Community Development Director*; Bryan McIlwee, *Assistant Community Development Director*; Jennifer Ray, *Capital Program Manager*; Carolyn Grant, *Communications Director*; Kelly Spinella, *Social Media and Marketing Manager*; Aaron Black, *Facilities Manager*; Bob Bromage, *Public Safety Director*; Natalie Harvey, *Director of Cultural Affairs*; Tommy Sunday, *Technology and Innovation Director*; Taylor Ladd, *Projects Manager*; Cindaia Ervin, *Assistant Town Clerk*

1. Call to Order

Mayor Perry called the meeting to order at 1:00 p.m.

2. FOIA Compliance

Ms. Ervin confirmed compliance with FOIA.

3. Roll Call

Attendance was confirmed by way of roll call.

4. Appearance by Citizens

Frank Babel addressed Council encouraging them to move forward on Hilton Head Island obtaining certification as a Platinum Bicycle Friendly Community from the League of American Bicyclists.

Alex Cruden addressed Council regarding pickle ball. He assured Council players are willing to pay for the use of courts and requested an increase in budgeted funds for the courts. Mr. Cruden encouraged Council to construct new courts at Adriana Park.

Skip Hoagland addressed Council regarding the budget focusing on his opposition to the use of Accommodation Tax funds and stated the need for a forensic audit.

Skip Hoagland presented a Power of Attorney to speak on behalf of Lynne Greeley. Mayor Perry advised Mr. Hoagland that Council does not accept Power of Attorney for citizens to speak on behalf of another person and he would be fined for doing so. Mr. Hoagland stated he would gladly pay the fine continued to address Council regarding the Town's legal fees and the need for oversight.

5. Workshop Discussion

- a. Review and Discussion of the Proposed Fiscal Year 2024 Consolidated Budget.

Mr. Orlando delivered a presentation on the Fiscal Year 2024 Budget for the Capital Projects Fund. He referenced that the fund consists of resources that are restricted, committed or assigned to expenditures for capital outlays including the land acquisition and or/construction of capital facilities and other capital assets. Mr. Orlando explained that State law requires a five-year Capital Improvement Program which the Town has but clarified the budget is reviewed annually but it is a five-year rolling fund. He reviewed the funding sources. Mr. Orlando Jennifer Ray, Bryan McIlwee, Shawn Colin and John Troyer were present and answered questions as they were posed from Town Council throughout the presentation.

Mayor Perry asked for public comment.

Frank Babel encouraged Council to go after available funding from outside sources. He referenced concern with speeding on Gumtree Road and other areas of the Island and encouraged Council to take action in eliminating that problem.

Skip Hoagland suggested defunding the Hilton Head Island – Bluffton Chamber of Commerce and expressed concern regarding the use of funds. Mr. Hoagland requested a light be installed at the entrance to Windmill Harbour.

6. Adjournment

The workshop was adjourned at 2:52 p.m.

Approved:

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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



Town of Hilton Head Island
TOWN COUNCIL MEETING
Tuesday, May 16, 2023, 3:00 PM
Minutes

Present from Town Council: Alan Perry, *Mayor*; David Ames, *Mayor Pro-Tempore*; Alex Brown, Patsy Brison, Tamara Becker, Steve Alfred, Glenn Stanford, *Town Council Members*

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*, Angie Stone, *Assistant Town Manager*, Shawn Colin, *Assistant Town Manager – Community Development*; Chris Blankenship, *Fire Chief*; Ben Brown, *Sr. Advisor to the Town Manager*; Kimberly Gammon, *Town Clerk*; John Troyer, *Finance Director*; Missy Luick, *Assistant Community Development Director*; Zenos Morris, *Assistant Community Development Director*; Carolyn Grant, *Communications Director*; Bob Bromage, *Public Safety Director*; Wendy Conant, *Community Code Enforcement Officer*; Rich Groth, *Procurement Officer*; Aaron Black, *Facilities Manager*; Krishana Jackson-Perry, *Principal Planner-Historic Neighborhood Preservation*; Cindaia Ervin, *Assistant Town Clerk*

1. Call to Order

Mayor Perry called the meeting to order at 3:00 p.m.

2. FOIA Compliance

Ms. Ervin affirmed compliance with FOIA.

3. Roll Call

Attendance was confirmed by way of roll call.

4. Pledge to the Flag

5. Invocation – Pastor Louis Johnson – Central Oak Grove Missionary Baptist Church

Pastor Johnson delivered the invocation.

6. Civility Pledge

7. Approval of the Minutes

- a. Regular Meeting – May 2, 2023

Mr. Stanford moved to approve. Ms. Becker seconded. Mr. Alfred referenced the minutes with the following corrections: Item 10a., first paragraph final line should read *May 11* and Item 10.a., second paragraph, line 8 should read – *the clarity provided by having separate funds for the Gullah Geechee Historic Neighborhood Community Development Corporation and Housing Funds*. Ms. Becker seconded. Without objection, the corrected minutes were approved by a vote of 7-0.

8. Report of the Town Manager

a. Items of Interest

None reported.

b. Beaufort Jasper Housing Trust – Tony Alfieri, Town of Hilton Head Island Board Representative

Mr. Alfieri updated Council regarding Board activities. Ms. Becker requested an update regarding the Sandalwood Community. Mr. Alfieri stated the Board met with the Board Chairman and a Board member regarding steps that can be taken for improvements. He added that HUD will need to be involved in the process and he will report any activity to Town Council and the Town Manager as progress takes place.

c. Hilton Head Island – Bluffton Chamber of Commerce Leadership Class Project Update - Cary Welker, Leadership Class of 2023

Ms. Welker conducted a presentation regarding the project which consisted of construction of monofilament recycling receptacles throughout Beaufort County for derelict fishing line. She explained the details of the program and reviewed location sites. Ms. Welcker noted the concern for our environment was a key factor in the selection of the project.

d. Gullah Geechee Task Force Biannual Update – Lavon Stevens, Chairman, Gullah Geechee Task Force

Mr. Stevens updated Council regarding the Task Force activities for the previous six months. He referenced his staff report included in the packet and noted they have met in May since the report was submitted.

e. Gullah Geechee Work Plan Quarterly Update – Krishana Perry, Principal Planner, Historic Neighborhood Preservation

Ms. Perry updated Council regarding the Top 16 Priority Projects and noted they have made significant progress and followed up with details regarding each priority.

f. Workforce Housing Program Monthly Update – Missy Luick, Assistant Community Development Director

Ms. Luick reported a flyer has been created with updates on the four foundational pillars within the program consisting of Community, Management, Planning and Revenue. She reviewed each segment and answered questions from Council.

g. Home Safety & Repair Program Quarterly Update – Missy Luick, Assistant

Community Development Director

Ms. Luick reported the program has progressed significantly with 107 applications to date and 76 have been approved with 18 applications that need additional materials and staff is working with the applicants.

h. Sewer Connection Program Quarterly Update – Missy Luick, Assistant Community Development Director

Ms. Luick provided an overview of the program and stated staff is recommending \$100,000 funding in the FY24 proposed budget. She stated 25 applications have been received and of that number 18 have a Town letter of approval for a connection estimate and 14 connections have been made at a value of \$76,715. She reviewed the communication strategies and efforts to monitor and evaluate the program.

i. Prior Month Public Comment Follow Up on Beach City Road Cat Sanctuary – Josh Gruber, Deputy Town Manager

Mr. Gruber provided a follow-up regarding the public comment received on May 2. He provided a history of the cat sanctuary and the feeding stations located at the Spa at Port Royal property that have since been removed. Mr. Gruber noted that if someone at the spa is feeding feral cats, they are in essence claiming ownership of the cats and must adhere to rules and regulations regarding ownership. He reviewed the regulations regarding the operation of the cat sanctuary and potential solutions to the problem. Mr. Gruber answered questions from Council. It was the consensus of Council further discussion needs to take place regarding a solution that will work for all parties concerned.

9. Reports from Members of Town Council

a. General Reports from Town Council

Ms. Becker mentioned that with the upcoming summer season, short-term rentals will be increasing. She stated that with that increase there could be issues. She provided Town Website link for contact information if citizens have questions or concerns which is <https://www.hiltonheadislandsc.gov/short-termrentals/>. Ms. Becker also noted with Memorial Day approaching she wanted to recognize all veterans and thank them for their service.

Ms. Bryson reported on the events held to date and continuing during Bike Month. She noted the Ride of Silence is scheduled for May 17 at 6:30 p.m. beginning at Port Royal Plaza and May 19 is Bike to Work Day. She encouraged all to participate in the events. Ms. Bryson also recognized Teachers and Support Staff of the Year connected to Hilton Head Island expressing appreciation for the job they do.

b. Report of the Lowcountry Area Transportation Study – Glenn Stanford

No Report.

c. Report of the Lowcountry Council of Governments – Tammy Becker

No report.

d. Report of the Beaufort County Airports Board – David Ames

Mr. Ames stated the bids for terminal improvements will be opened June 7.

e. Report of the Southern Lowcountry Regional Board – Glenn Stanford

No report.

f. Report of the Island Recreation Association Board – Alex Brown

No report.

g. Report of the Community Services and Public Safety Committee – Tammy Becker

Ms. Becker reported the Committee met on May 15 and received the Crimes Statistics Report from the Beaufort County Sheriff's Office. She added they had an Executive Session regarding Boards and Commissions and there was no action taken regarding such. Ms. Becker encouraged residents to consider applying to serve on Boards and Commissions.

h. Report of the Public Planning Committee – David Ames

Mr. Ames reported the Committee met on May 11 and received an update regarding the Short-Term Rental Program, voted to forward the resolution regarding a Resilience Plan to Town Council for consideration and received an update on progress regarding the Land Management Ordinance and acceleration of the LMO Amendments regarding mass, scale and FAR (Floor Area Ratio).

i. Report of the Finance and Administrative Committee – Alex Brown

Mr. Brown reported the Committee met earlier in the day and received a positive financial report from John Troyer, Director of Finance, and voted to forward two items on to Town Council for consideration of approval which are the Technology Innovation Strategic Plan and Stormwater Agreements with five communities on Hilton Head Island. He added the Committee also reviewed the Town's memorandum of understanding with affiliated agencies.

10. Appearance by Citizens

Tom Henz, representing the Hilton Head Island-Bluffton Chamber of Commerce addressed Council regarding workforce needs. He reviewed the efforts to date in detail.

Theresa Coco addressed Council regarding her concerns of the negative impact of the cat sanctuary abutting the Spa at Port Royal regarding health and wildlife.

Risa Prince addressed Council regarding worker availability and access on the Island. She thanked Council for the Bryant Road land acquisition, the commitment to workforce housing in the FY24 budget, the pending selection of the Northpointe developer, and the proposed housing committee. She commented on her efforts regarding Lowcountry

Community Partners and explained their membership, focus and goals. She urged Council to call on the group as they begin working on Workforce Housing.

Xiaodan Li addressed Council regarding the need for transparency regarding Workforce Housing; the need to analyze all available data; the impact of high density on the Island; past efforts, and questioned government participation in affordable housing; the shortage of workers and the need for public transportation; the need for long-term rentals; and the need for a focus on quality tourists as opposed to quantity.

Tom Reitz, Beaufort County Council Member, District 11, addressed Council and encouraged Council work with the County on various projects. He invited Council to visit future Beaufort County Council meetings.

Susan Halpert addressed Council in support of the Cat Sanctuary.

Sheree Capello addressed Council regarding the problem at the Spa at Port Royal noting it was their problem, not the problem of the Cat Sanctuary. She stated they have been good neighbors and are still willing to assist with the problem at the Spa.

Sandy West addressed Council regarding the progress made regarding workforce housing and urged them to approve the proposed budget for FY24. She stressed the need for the issue to be addressed as soon as possible. She spoke in support of the Coastal Community Development and the funds they requested from the Town.

Ken Campbell addressed Council regarding Northpointe negotiations and encouraged review of the contract to include the use be placed in perpetuity. He suggested that a representative of the Community Foundation of the Lowcountry be included as a member of the Housing Action Committee. Mr. Campbell spoke in support of FY23 funding of the Coastal Community Development Corporation.

Gina Newby addressed Council regarding the increased costs to live at the Oaks and the creation of Airbnb's in the development. She said they are contemplating a gate at the entrance and expressed her opposition to the installation of the gate and asked Council to assist.

Skip Hoagland addressed Council regarding the Hilton Head Island-Bluffton Chamber of Commerce as the Town Designated Marketing Organization and his personal concern for fraudulent use of funds.

Skip Hoagland addressed Council and showed a Power of Attorney to speak on behalf of Lynne Greeley. Mayor Perry advised Mr. Hoagland that Council does not accept Power of Attorney for citizens to speak on behalf of another person. Mr. Hoagland stated he would speak on her behalf and pay a citation. He continued to address Council regarding Ms. Greeley's support for Mr. Hoagland.

Laura Voight of the the Hilton Head Audubon Board address Council expressing

concern over free-roaming cats and serious threat to the environment, birds, wildlife and humans. She encouraged Council to find humane, effective solutions to the problem.

11. New Business

- a. First Reading of Proposed Ordinance 2023 – 13 Amending 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

Mayor Perry invited John Troyer to provide information regarding the proposed ordinance. Mr. Troyer explained the proposed ordinance was a result of the presentations of a proposed Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and Corresponding Contractor Good Faith Effort Program which was presented to the Finance & Administrative Committee for discussion. He explained it codifies the attempt to proceed with the program and Mr. Groth was present to answer questions from Council.

Mr. Ames moved to approve. Ms. Brison seconded. Mr. Alfred requested an explanation for the inclusion of local vendor preference in the proposed ordinance. Mr. Groth explained it was included for reference to show it was already established. Ms. Becker expressed concern regarding a briefing not being provided to Council in advance of the first reading and questioned as to what problem is being addressed with the proposed ordinance. Mr. Troyer responded that it was another step in assuring the Town was reaching out to that segment. Ms. Becker said she did not see the need for the ordinance because Hilton Head Island has always been a good community with others' best interests in mind. Ms. Bryson expressed her appreciation for the proposed ordinance noting the importance of calling out and supporting small minority-owned and woman-owned businesses. Mayor Perry requested a full presentation be conducted at seconded reading and asked about the process for monthly reporting. Mr. Groth stated staff will implement a timeline for such.

Mayor Perry asked for public comment.

Mr. George Paletta spoke in opposition to the proposed ordinance stating he was in agreement with Ms. Becker's comments, and it would potentially increase costs.

Mr. Morris Campbell spoke in support of the proposed ordinance stating the implementation is important as it quantifies that Hilton Head Island is doing the right thing.

Sandy West spoke in support of the proposed ordinance noting it will attract younger business owners.

Thomas C. Barnwell, Jr. spoke in support of the proposed ordinance, noting it will allow Native Island property owners and opportunity to utilize their property along with working with other components within Town Code.

Ms. Becker expressed her opposition to the proposed ordinance stating there is not a need

for a law to tell the Town how to be good people. Motion carried 6-1 (Ms. Becker opposed),

- b. First Reading of Proposed Ordinance 2023 – 14 to Amend the Franchise Agreement between the Town of Hilton Head Island and Shore Beach Services, Inc. Concerning the Allocation of Lifeguard Personnel**

Mr. Ames moved to approve. Mr. Alfred seconded. Josh Gruber explained the Town has a existing franchise agreement with Shore Beach Services. He stated Shore Beach Services submitted a letter to the Town’s Legal Department requesting a modification to the Franchise Agreement (refer to the attachment). Mr. Gruber said they seek to amend the Franchise Agreement by (1) replacing the term “Rental Lifeguard” with “Rental Attendant,” and (2) defining the responsibilities of Rental Attendants in offering supplementary support for beach patrol and emergency services.

He explained that the proposed amendment to the Franchise Agreement, Rental Attendants would not have a primary obligation of beach monitoring as lifeguards. However, all Rental Attendants currently possess and will maintain lifeguard certification, enabling them to provide assistance to on-duty lifeguards when necessary. Ms. Brison confirmed it was explained that the lifeguards will continue to wear red and the attendants will wear a different color so the public can differentiate between the two and the same number of life guards and stands will be kept. Ms. Becker noted there seems to be an increasing number of equipment rentals on the beach. Mr. Gruber replied that the number of rentals is established in the beginning of the year. Motion carried 7-0.

- c. Consideration of a Resolution Authorizing the Creation of the Housing Action Committee for the Town of Hilton Head Island**

Mr. Stanford moved to approve. Mr. Alfred seconded. Shawn Colin noted that as part of the Finding Home framework, this is a critical first step in support of the Community Pillar and introduced Missy Luick to conduct the presentation. Ms. Luick reviewed the proposed resolution and provided background on the make-up of the resolution.

Mayor Perry asked for public comment.

George Paletta cautioned that this not create a stumbling block to accomplish the goal of Workforce Housing. He suggested staff visit Hilton Head Gardens and Southwood Housing, noting the improvements are impressive. He urged Council to consider purchasing Chimney Cove for housing needs.

Risa Prince spoke on behalf of Hilton Head Community Partners reinforcing support for the Housing Action Committee. She stated it is imperative support is gained from residents committed to making sure Hilton Head Island is the type of community citizens want it to be.

Gina Newby encouraged utilizing available residential properties rather than building.

Morris Campbell read a prepared statement about his appreciation for the Town addressing the need for workforce housing. He stated this step is a good one by bringing together people that are aware of the situation and needs. He said it will take everyone working together to move the project forward. He encouraged leadership and staying the course.

Concluding discussion and suggestions from Council, Ms. Brison moved to amend the resolution as stated below:

Page 2 Item (2) of the resolution:

The Housing Action Committee is hereby created, and its membership shall consist of no less than seven (7) and no more than eleven (11) appointed community representatives with varying backgrounds and expertise related to housing and community development. Members shall represent to the extent feasible, the following areas of expertise and background: general home building, banking/finance, affordable workforce housing developer (for-profit), affordable workforce housing developer (non-profit), community representative (concerned citizen), affordable housing tenant or homeowner (and an alternate), employment sector representative, realtor or real estate professional, workforce housing advocate (or social service representative) and a representative of a philanthropic organization.

Mr. Stanford (maker of the motion) accepted the amendment. Mr. Alfred seconded the amendment. Motion carried 7-0. The amended resolution was approved 7-0.

12. Executive Session

- a. Discussion of Legal Advice from the Town Attorney on Matters Covered Under the Attorney-Client Privilege [pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)] Related to:
 1. Mount Calvary Missionary Baptist Church of HHI, et al vs Town of HHI, et al
 2. Mitchelville Road Dirt Road Paving
 3. Main Street Right of Way Acquisition
- b. Discussion and Status Update on the Negotiations Incident to Proposed Contractual Arrangements for the Northpoint Public-Private Partnership Workforce Housing Project [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)]
- c. Discussion of Negotiations Incident to Proposed Contractual Arrangements for a Beach Franchise Agreement [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)]
- d. Discussion of Employment, Appointment, Compensation, Promotion, Demotion,

Discipline or Release of an Employee, or a Person Regulated by a Public Body
[Pursuant to the South Carolina Freedom of Information Act Section 30-4-
70(a)(1)] Related to:

1. Town Attorney Contract

At 5:39 p.m. Mr. Orlando stated the need to enter Executive Session for the reasons listed above. Mr. Ames moved to enter Executive Session for the reasons cited by the Town Manager. Mr. Stanford seconded. Motion carried 7-0.

13. Possible Action by Town Council Concerning Matters Discussed in Executive Session

Upon return to regular session, Mayor Perry stated there were no actions to be taken as a result of Executive Session.

14. Adjournment

The meeting was adjourned at 7:11p.m.

Approved:

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: John M. Troyer, CPA, Director of Finance
VIA: Marc Orlando, ICMA-CM, Town Manager
DATE: May 15, 2023
SUBJECT: Second Reading of Proposed Ordinance No. 2023-10

RECOMMENDATION:

Staff recommends Town Council approve and affirm the second reading of Proposed Ordinance No. 2023-10. The ordinance establishes the fiscal year 2024 budgets for the General Fund, Capital Projects Fund, Debt Service Fund, Stormwater Utility Fund, Gullah Geechee Historic Neighborhood Community Development Corporation Fund and the Housing Fund. The ordinance also amends the fiscal year 2023 budget to amend for Land Acquisitions and to close out the fiscal year within budget.

The proposed tax rate at 23.1 is the same as FY 2023 rate of 23.1 mills. (Once the effect of the County's reappraisal process is known, this proposal recommends "rolling back" the millage rate from 23.1 to a lower number to achieve a revenue neutral outcome.)

The proposed FY 2024 total operating budget at \$129,950,293 is compared to last year's \$119,501,114. **There have been no changes since the first reading.**

	2023 Adopted Budget	2024 Proposed Budget
General Fund	\$ 48,621,804	\$ 57,980,977
Debt Service Fund	19,374,081	17,397,233
CIP	45,671,933	39,993,081
Stormwater Fund	5,833,296	5,885,817
Subtotal	\$119,501,114	\$ 121,257,108
GGHNCDC Fund	--	5,343,185
Housing Fund	--	3,350,000
Total	\$119,501,114	\$ 129,950,293

SUMMARY:

According to Town Code, the Town Manager will present a budget for review by Town Council by the beginning of May. The Town Manager has met with all Town Council members as the budget was being crafted in order to have their input and guidance in the budget development process. The Town Manager provides this budget to fulfill his obligation under Town Code and he recommends this budget to Town Council for adoption for the Fiscal Year ending June 30, 2024.

ATTACHMENTS:

1. Proposed Ordinance 2023-10

ORDINANCE NO. _____

PROPOSED ORDINANCE NO. 2023-10

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2024; TO ESTABLISH A PROPERTY TAX LEVY; TO ESTABLISH FUNDS; TO ESTABLISH A POLICY FOR ACQUISITION OF RIGHTS OF WAY AND EASEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE, AND TO AMEND ORDINANCE 2023-02

WHEREAS, Section 5-7-260(3) of the Code of Laws for South Carolina 1976, as amended, and Section 2-7-20 of the Municipal Code of the Town of Hilton Head Island, South Carolina, require that the Town Council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, Town Council also desires to set aside funds to increase the Operating Reserve to provide for emergency-related expenditures, and to offset any fiscal year tax revenue income stream deficiency; and

WHEREAS, Town Council also desires to give the Town Manager authority to adjust revenue estimates as necessary to account for the economic impact of the COVID-19 Pandemic, without changing the total adopted budget. Any changes made under this section will be reported to Town Council on a quarterly basis; and

WHEREAS, Town Council finds that it would be more economical and efficient to authorize the Town Manager to move forward with construction contract modifications, change orders, contract price adjustments, and execution of contracts for supplies, services, and construction where the contract amount involved does not exceed the budget line item or project budget as approved by Town Council in the Consolidated Municipal Budget.

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

NOTE: Underlined and bold-face typed portions indicate additions to the Ordinance. ~~Stricken~~ Portions indicate deletions to the Ordinance.

Section 1. Adoption of the Budget. The prepared budget of estimated revenues and expenses, a copy of which is attached hereto and incorporated herein, \$129,950,293 is hereby adopted as the budget for the Town of Hilton Head Island for the fiscal year ending June 30, 2024.

The General Fund budgetary authority is adopted at the Departmental level as follows:

General Fund	2023 Budget	2024 Budget
Town Council	548,112	450,842
Town Manager	1,524,062	1,698,127
Finance	2,199,100	2,667,700
Human Resources	587,750	691,111
Administrative Services	1,101,078	672,288
Office of Cultural Affairs	300,095	313,313
Information Technology	3,487,242	4,232,573
Communications	348,115	446,715
Administrative Support	222,122	-
Engineering	699,660	513,437
Facilities Management	5,925,951	7,434,416
Capital Projects	595,467	822,625
Community Development Administration	679,106	1,278,795
Building Services	1,176,712	1,360,933
Development Review and Zoning	713,162	780,487
Community Development Services	635,775	529,604
Comprehensive Planning	1,081,703	936,193
Fire Rescue -- Operations	13,558,528	15,443,206
Fire Rescue -- Administration	4,821,718	5,703,784
Public Safety	2,674,762	1,490,215
Townwide	3,449,994	5,150,619
Community Grants	2,291,590	2,363,994
Transfer to Housing Fund	-	2,000,000
Transfer to Land Acquisition Fund	-	1,000,000
Total General Fund	48,621,804	57,980,977

The Debt Service Fund is budget is adopted at the Fund level.

The Stormwater Fund is adopted at the following levels:

Personnel and Benefits	755,239
Debt Service	164,882
Operations	1,390,696
Maintenance and Modeling	2,590,000
Transfer to General Fund	125,000
Transfer to Capital Improvements Fund	<u>860,000</u>
Total Stormwater Fund	5,885,817

Capital Improvement Projects are adopted at the Project level. The Town Manager is authorized to transfer amounts up to \$100,000; larger transfers require Town Council approval.

Section 2. Establishment of Property Tax Levy. A tax to cover the period from July 1, 2023 through June 30, 2024, inclusive, for the sums and in the manner hereinafter mentioned, is and shall be, levied, collected and paid into the treasury of the Town of Hilton Head Island for its uses at a rate of mills on assessed value of real estate and personal property of every description owned in the Town of Hilton Head Island, except such property as is exempt from taxation under the Constitution and laws of the State of South Carolina. Said tax levy shall be paid into the Town Treasury for the credit of the Town of Hilton Head Island for its corporate purposes, for the purpose of paying current operational expenses of the said municipality 17.2 mills and Debt Service 5.9 mills making the total levy of 23.1 mills. *{Note: There is NO Disaster Millage override anymore as the 5 mills for 5 years has expired.}* The millage rate will be reduced to offset the effects of implementation of new property values from the County's reappraisal process.

Section 3. Establishment of Budgeted Funds. To facilitate operations, there shall be established and maintained a General Fund, a Capital Projects Fund, a Debt Service Fund, a Stormwater Fund, a Gullah Geechee Historic Neighborhood Community Development Corporation Fund, a Housing Fund and other appropriate funds in such amounts as are provided for in the aforesaid Budget, as hereby adopted or as hereafter modified pursuant to law.

Section 4. Other Funds.
The Natural Disaster fund is limited to activity related to an officially declared emergency. This fund captures the financial activities from declared disasters, reimbursements from state and federal agencies and houses funds set aside for future emergencies. The federal stimulus funds approved in previous action by Town Council are authorized for receipt and expenditure in the Grants fund. This accounting treatment is for the most direct presentation and documentation to help facilitate the additional audit procedures required with receipt of these funds.

Section 5. Acquisition of Rights of Way and Easements. The Town Manager is charged with the duty of executing all necessary documents to obtain rights of way, easements, and other property interests necessary to complete duly authorized Capital Improvement Projects.

Capital Improvement Projects based on the ownership and life expectancy of the assets or improvements or based on the funding source authorized may be budgeted in the General, Capital Projects or Stormwater Funds. If expenditures are expressly authorized for an approved Capital Improvement Project in any of the budgeted funds, then the Town Manager is hereby authorized to execute all necessary documents and to expend such funds as are approved pursuant to the Capital Improvement budgets. Provided, however, in the event that the costs of an acquisition of such real property interests materially exceeds the amount budgeted in the approved Capital Improvement Project and the Town Manager is unable to shift additional funds from other authorized sources, the Town Manager shall be required to obtain the approval of Town Council for such additional expenditures. Nothing herein shall obviate the requirement that no condemnations shall be commenced without the appropriate approval of the Town Council for the Town of Hilton Head Island.

Section 6. General Fund Operating Reserve Policy Updated. Town Council reaffirms its General Fund Operating Reserve policy to be a lower limit of 40% of the next year’s budget and an upper limit of 55% of next year’s budget. This action recognizes Town Council’s commitment to prudent operations, strong reserves, strong bond ratings and strong emergency preparedness. The Town is within these ranges today. This is another example of Town Council’s prudence – that whatever the economic conditions may be, Town Council is preparing for future storms or economic uncertainty.

Section 7. Revised Holiday Schedule. As part of the adoption of the Budget, Town Council approves a Holiday Schedule for 2024 in accordance with the attached schedules.

Section 8. Approval of State ATAX. The Town Budget is relying on State ATAX revenues for the operation of the Town in accordance with TERC guidelines in the amount of \$3,515,021. This amount is in addition to the amounts as provided by State Law formulas (\$25,000 and 5% of State ATAX collections) and is hereby approved with this budget. Town Council also authorizes Tourist related capital projects from State ATAX in accordance with the TERC guidelines for pathways in the amount of \$3,000,000 in the Town’s CIP for 2023-2024 plus any carryforward of capital projects from the 2022-2023 CIP budget.

Section 9. Amendment of the Fiscal 2022-2023 budget for land acquisitions

	2023 Budget	2023 Amended Budget	2023 Proposed Budget as Amended	
General Fund	\$ 48,621,804	\$ 49,861,416	\$ 49,861,416	
Debt Service Fund	19,374,081	19,374,081	19,374,081	
CIP	45,671,933	45,671,933	53,288,633	\$7,616,700 Jonesville Road Purchase
Stormwater Fund	5,833,296	6,917,114	6,917,114	
Subtotal	\$ 119,501,114	\$ 121,824,544	\$ 129,441,244	
GGHNCDC Fund	0	5,500,000	5,500,000	Gullah Geechee Community Development
Total	119,501,114	127,324,544	134,941,244	

Town Council had authorized the land purchase at Jonesville Road. The source of budget funds would be the Real Estate Transfer Fee. This action amends the budget to correspond with the earlier Town Council action.

Section 10. Amendment of the current Fiscal 2022-2023 budget within the same totals.

The Town underwent certain organizational changes from the initial budget within the current fiscal year which require slight adjustments to the categories of the budget but staying within the total budget already approved. These changes provide for reclassification of the current personnel budget while maintaining the same total for Fiscal Year 2022-2023. The changes are as follows:

	Original	Amended as of April 2023	Amended Final					
	2023 Budget	2023 Budget	2023 Budget					
Town Council	548,112	548,112	559,112	Reallocate existing personnel dollars				
Town Manager	1,524,062	1,434,030	1,483,030	Reallocate existing personnel dollars				
Human Resources	587,750	665,941	734,941	Reallocate existing personnel dollars				
Administrative Services	5,458,652	4,811,039	4,923,039	Reallocate existing personnel dollars				
Finance	2,199,100	2,289,132	2,339,132	Reallocate existing personnel dollars				
Community Development	4,286,458	4,435,784	4,017,784	Reallocate existing personnel dollars				
Public Projects and Facilities	7,221,078	7,999,772	8,184,772	Reallocate existing personnel dollars				
Fire Rescue	18,380,246	18,426,538	19,481,538	Reallocate existing personnel dollars				
Sheriff/Other Public Safety	2,674,762	3,343,480	3,042,480	Reallocate existing personnel dollars				
Townwide	3,449,994	3,615,998	2,803,998	Reallocate existing personnel dollars				
Community Grants	2,291,590	2,291,590	2,291,590					
Transfer to CIP	-	-	-					
Transfers to Fund Balance	-	-	-					
Total	48,621,804	49,861,416	49,861,416	No Change in total General Fund				

Section 11. Transfer of funds to the Capital Improvements Fund (CIP). Town Council has established a new Housing Fund. The Fiscal 2023 CIP budget has a housing component. At year end June 30, 2023, the Finance Department is directed to transfer those remaining funds from the CIP fund to the Housing Fund so that those funds are available for use in the new fiscal year under the same description as before.

Section 12. Financial Policies GFOA updates. The Government Finance Officers Association publishes best practices financial policies. The Town reviews the applicability of those policies and incorporates many of those into the Town’s policies. These are published annually in the budget document. Subjects addressed are:

1. Measurement Focus and Basis of Accounting
2. Fund Balance and Reserves
3. Grants
4. Debt Management
5. Investment
6. Accounting and Financial Reporting
7. Risk Management and Internal Controls
8. Procurement
9. Long-Term financial planning

- 10. Structurally balanced budget
- 11. Capital Assets
- 12. Capital Improvement Plan
- 13. Revenues
- 14. Expenditures
- 15. Operating Budget
- 16. Municipal Check Signing

It is our intent the substance of the policies will be included in the annual budget document and the annual comprehensive financial report and available for public inspection.

Section 13. Fees. To be competitive, the Town fee schedule is updated as part of Exhibit A to include Stormwater inspection fees and Community Development residential review fees.

Section 14. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 15. Effective Date. This Ordinance shall be effective upon its enactment by the Town Council for the Town of Hilton Head Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2023.

Alan Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk
Proposed Ordinance No. 2023-10

First Reading: _____
Public Hearing: _____
Revised First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

_____, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND ADMINISTRATIVE STAFF 2024 HOLIDAY SCHEDULE

New Year's Day 2024 (observed)	January 1, 2024 (Monday)
Martin Luther King, Jr. Day	January 15, 2024 (Monday)
Presidents Day	February 19, 2024 (Monday)
Memorial Day	May 27, 2024 (Monday)
Juneteenth	June 19, 2024 (Wednesday)
Independence Day	July 4, 2024 (Thursday)
Labor Day	September 2, 2024 (Monday)
Veterans' Day (observed)	November 11, 2024 (Monday)
Thanksgiving Day	November 28, 2024 (Thursday)
Day after Thanksgiving	November 29, 2024 (Friday)
Christmas Eve (observed)	December 24, 2024 (Tuesday)
Christmas Day	December 25, 2024 (Wednesday)
New Year's Day 2024	January 1, 2025 (Wednesday)

Floating Holidays:

Employees hired during the first half of the calendar year will be granted the full annual allocation of floating holidays to be taken by the end of the calendar year. Employees hired during the second half of the calendar year will be granted one half of the annual allocation to be taken by the end of the calendar year. See Section 5.02 of the Policy Manual for additional details regarding floating holidays.

Proposed Ordinance No. 2023-10
Exhibit A

Community Development Residential Plan Review Fee:

Attachment A					
Proposed Permit Fee					
Plan Type	HHI Existing Fees	Proposed Fee	Permits	Total Permit Fees 2022	Total Revenue
Residential Plan Review	\$0	50% of the permit fee	668	\$774,473.00	\$387,236.00
Commercial Plan Review	75% of permit fee	No Change			
Permit Fee Study					
Plan Type	Beaufort County	Bluffton	City of Beaufort	Town of Port Royal	Hardeeville
Residential Plan Review	\$0, but \$30 fee if the application is withdrawn	Plan review fee: 50% of permit value.	Plan review fee: 50% of permit value.	Plan review fee: 10% of the permit fee	50% of the permit fee
Commercial Plan Review	Plan review fee: 50% of permit value.	Plan review fee: 75% of permit value.	Plan review fee: 50% of permit value.	Plan review fee: 50% of permit value.	Plan review fee: 50% of permit value.

Stormwater NPDES Plan Review & Inspection Fee:

Permit Type	Initial Plan Review	Re-submittal Review	Routine Inspection	Notice of Violation Reinspection	Stop Work Order Reinspection
Single-family Residential (lots <1 acre)	\$100	\$75	\$90/month	\$140/inspection	\$190/inspection
Pool or Spa (residential)	\$100	\$75	\$90/month	\$140/inspection	\$190/inspection
Demolition (residential, < 1 acre)	\$100	\$75	\$90/month	\$140/inspection	\$190/inspection
Residential (lots ≥ than 1 acre), Residential Subdivision, Multifamily, and Non-residential**	\$250/acre* (\$5000 max)	\$150/acre* (\$2500 max)	\$50+\$50/acre* /month (\$500 max)	\$100+\$50/acre* /inspection (\$550 max)	\$150+\$50/acre* /inspection (\$600 max)

* Per disturbed acre, rounded up to the nearest whole acre

**Including Land Disturbance Permits and Commercial Demolitions



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council

FROM: Rich Groth, Procurement Officer

VIA: John Troyer, Finance Director

CC: Marc Orlando, ICMA-CM, Town Manager
Joshua Gruber, Deputy Town Manager

DATE: May 24, 2023

SUBJECT: Second and Final Reading of Proposed Ordinance 2023-13
Amending 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
Corresponding Contractor Good Faith Effort Program.

RECOMMENDATION:

That Town Council adopt Proposed Ordinance 2023-13 amending Title 11, of the Municipal Code for the Town to Provide for a Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and Corresponding Contractor Good Faith Effort Program. There have been no changes since the first reading on May 16, 2023.

BACKGROUND:

Historically, local, small, and minority-owned disadvantaged businesses have faced barriers that have limited their ability to compete fairly and equitably in procurement processes. Town Administration was approached by members of the Finance & Administrative Committee about pursuing an initiative to foster a more inclusive procurement process that affords the best opportunity for these disadvantaged businesses to compete for Town contracts, and to provide goods and services to the Town of Hilton Head Island.

On January 17, 2023 a proposed Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and Corresponding Contractor Good Faith Effort Program was presented to the Finance & Administrative Committee for discussion. As a result, the Committee recommended that some revision be made to the program to include a purpose statement and summarize the local vendor preference already established in Title 11.

On April 4, 2023, Finance & Administrative Committee voted unanimously to approve the Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and Corresponding Contractor Good Faith Effort Program as revised.

Town Council gave approval for the first reading with a 6-1 vote on May 16, 2023.

SUMMARY:

Proposed Ordinance 2023-13 is being presented to Town Council for adoption.

ATTACHMENTS:

1. Proposed Ordinance 2023-13
2. Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program
3. Contractor Good Faith Effort Program
4. Power Point Summary of Program Development

Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program

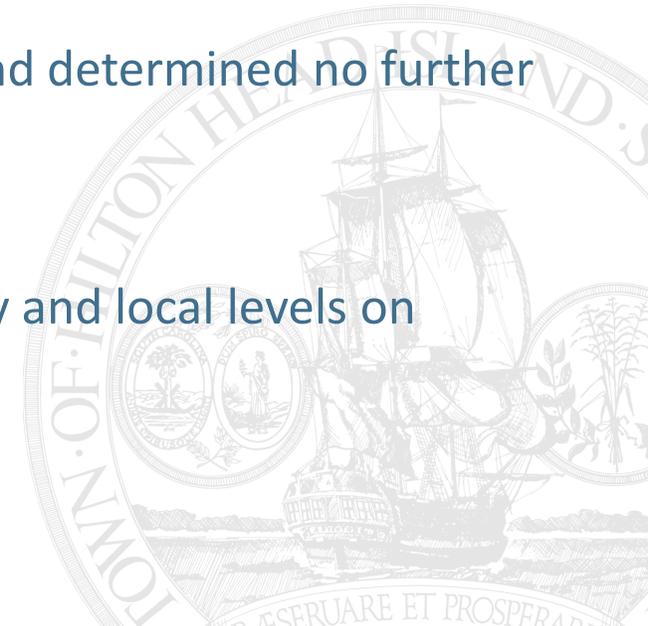
Proposed Ordinance 2023-13

TOWN OF HILTON HEAD ISLAND, SC



Program Development Synopsis

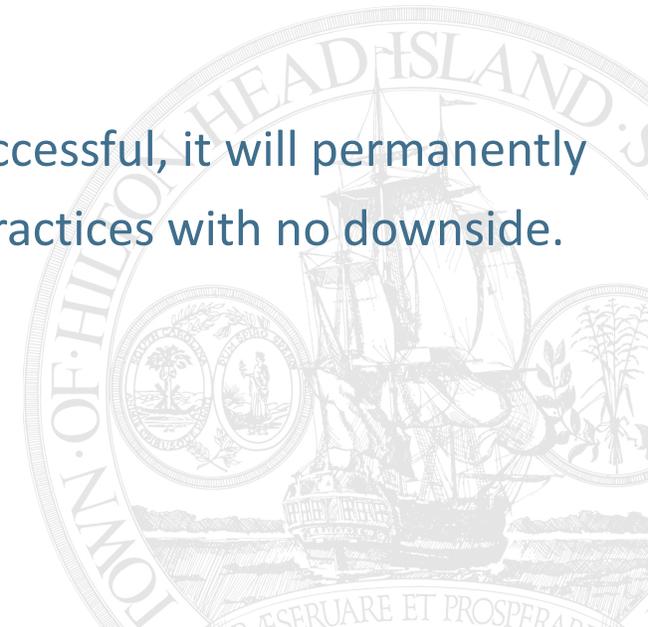
- Native Islander Leadership requested Town Manager provide an update on status of hiring native islanders for Town projects for a planned Fall 2022 meeting
- Town Manager requested that Procurement Code (Title 11) be reviewed, and research conducted on what other communities were doing with respect inclusivity in procurement for local and small & minority-owned business enterprises (SMBEs)
- The Town already has a Local Vendor Preference program included in Title 11 and determined no further action was needed at this time related to local vendors
- Information was gathered from other governmental entities at the State, county and local levels on SMBE procurement practices and programs



- The SC Office of Business Opportunities and the SC Division of Small and Minority Business Contracting and Certification were also consulted on best practices for establishing a successful program
- The result of the research was to review best practices and determine the best programmatic fit for the Town in terms of existing Procurement Code, procurement opportunities and staff resources
- The Small and Minority-Owned Disadvantaged Business Enterprise Utilization Program and Corresponding Contractor Good Faith Effort Program were drafted and presented to the Finance & Administrative Committee on 1/17/23 and approved with some modification on April 4, 2023.
- The focus will be on vendor outreach and proactive solicitation of SMBEs for Town business opportunities



- The Good Faith Program does require some additional steps for contractors in terms of documenting their inclusivity efforts if they are using subcontractors on a project, but there are no mandatory percentages
- There is a requirement in the proposed ordinance for annual reporting on utilization of SMBEs, but there are no target or mandatory percentage goals with this program
- While it may not be necessary to adopt this ordinance for the program to be successful, it will permanently and clearly establish the Town's commitment to inclusivity in its procurement practices with no downside.



AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. _____

PROPOSED ORDINANCE NO. 2023-13

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND ESTABLISHING A NEW ARTICLE 10, CHAPTER 1, TITLE 11 UNDER THE TOWN'S PROCUREMENT CODE MANDATING A UTILIZATION PLAN FOR PROCUREMENT INCLUSIVITY FOR LOCAL, SMALL & MINORITY-OWNED DISADVANTAGED BUSINESSES OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA.

WHEREAS, the Town of Hilton Head Island recognizes the importance of local, small, and minority-owned disadvantaged businesses in contributing to the economic vitality and overall well-being of the community; and

WHEREAS, the Town Council acknowledges that a diverse supplier base drives innovation, promotes competition, and enhances economic growth within the Town of Hilton Head Island; and

WHEREAS, it is the intent of the Town Council to foster an inclusive procurement process that affords opportunities for local, small, and minority-owned disadvantaged businesses to compete for contracts and to provide goods and services to the Town of Hilton Head Island; and

WHEREAS, historically, local, small, and minority-owned disadvantaged businesses have faced barriers that have limited their ability to compete fairly and equitably in procurement processes; and

WHEREAS, the Town Council seeks to address these disparities by mandating that the Town of Hilton Head Island establish a Utilization Plan for Procurement Inclusivity that will provide support, resources, and guidance to ensure the equitable participation of local, small, and minority-owned disadvantaged businesses for the Town of Hilton Head Island's procurement process; and

WHEREAS, the Town Council acknowledges that the successful implementation of the Utilization Plan for Procurement Inclusivity will require the cooperation and commitment of all Town of Hilton Head Island departments.

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

Section 1. Amendment. Article 10 entitled Local, Small, and Minority-Owned Businesses is hereby adopted and incorporated under Title 11, Chapter 1 of the Municipal Code of the Town of Hilton Head Island South Carolina as set forth below in Exhibit A.

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

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING. SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2023.

By: _____
Alan R. Perry, Mayor

ATTEST:

By: _____
Kimberly Gammon, Town Clerk

First Reading: _____, 2023

Second Reading: _____, 2023

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

EXHIBIT A

Sec. 11-1-1011. Purpose of Utilization Plan for Procurement Inclusivity.

Purpose. The purpose of this Article is to promote the economic vitality and growth of the Hilton Head Island by fostering an inclusive procurement process that provides opportunities for local, small, and minority-owned disadvantaged businesses to compete for contracts and to supply goods and services to the Town of Hilton Head Island. By adopting and implementing this Article, the Town of Hilton Head Island seeks to address disparities and ensure equitable participation of such businesses in the Town of Hilton Head Island's procurement processes.

Sec. 11-1-1012. Establishment of a Utilization Plan for Procurement Inclusivity.

The Town Manager is hereby directed to establish a Utilization Plan for Procurement Inclusivity for Local, Small, and Minority-Owned Disadvantaged Businesses ("Utilization Plan"). The Utilization Plan shall be developed in consultation with all Town of Hilton Head Island departments, and shall include policies, procedures, and strategies aimed at achieving the purpose and objectives set forth in this Article. The Utilization Plan shall be transmitted to the Town Council annually for review.

Sec. 11-1-1013. Annual Reporting.

The Town Manager shall provide an annual report to the Town Council detailing the progress and impact of the Utilization Plan. The report shall include, but not be limited to, the percentage of total combined Town procurements awarded to local, small, and minority-owned disadvantaged businesses during the reporting period.

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned 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 Businesses enterprises (collectively SMBEs) are afforded every opportunity to fully and fairly participate in the Town’s procurement process for goods and services. Town’s SMBE 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 SMBEs), 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 SMBEs, 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 SMBEs 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 SMBE

Town of Hilton Head Island
Proposed Utilization Plan for Procurement Inclusivity for
Local, Small & Minority-Owned 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 Black, African American, Hispanic American, Native American, Asian American, Indian American, or a woman; provided however, that the Town may, on a case-by-case basis,

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

- determine 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.
- (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

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

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 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

Town Council

TO: Town Council
FROM: Jeff Buckalew, PE, Town Engineer
VIA: Bryan McIlwee, PE, Assistant Community Development Director
Shawn Colin, AICP, Assistant Town Manager – Community
Development
CC: Marc Orlando, Town Manager
DATE: June 6, 2023
SUBJECT: Consideration of a Resolution Supporting the Proposed Approach to
Complete a Strengths, Weaknesses, Opportunities & Threats (SWOT)
and Resilience Plan for Hilton Head Island.

RECOMMENDATION:

Consideration of a Resolution supporting the proposed approach to complete a Strengths, Weaknesses, Opportunities & Threats (SWOT) and Resilience Plan for Hilton Head Island (Attachment 1).

BACKGROUND:

On May 11, 2023, the Public Planning Committee unanimously recommended the Town Council approval of the Resolution supporting the proposed approach and scope of services that would allow staff to advertise the Request for Qualifications (RFQ) and proceed with consultant procurement.

As a barrier island subject to the impacts of sea level rise and other climate related effects, it is vital that a thorough plan be developed to enhance the resilience of the island's infrastructure and developed areas against severe storm events and potential sea level rise. In order to improve the resilience of the island, the prudent application of climate change science and appropriate data to inform our administrative decisions, public policy, and infrastructure investments is critical. By using the most up to date models and sound information on future climate projections, we should assess vulnerabilities and enhance our adaptive capacities with policies, tools and actions, smartly designed to protect the near, mid, and long-term interests of our residents, businesses and public infrastructure.

The Strategic Action Plan contains an initiative to identify Strengths, Weaknesses, Opportunities and Threats (SWOT) of Hilton Head Island resilience. A key element of this initiative is to procure a consultant(s) to model future impact scenarios to identify inundation impacts and a menu of mitigation actions, each with benefit costs analysis associated with varying levels of protection. Working with a highly qualified consultant, applicable public agencies, and stakeholders to develop a Hilton Head Island Resilience

Plan for Climate Adaption and Sea Level Rise will guide future decisions on policy, projects, and protections.

SUMMARY:

Staff has prepared an approach and general scope of services included in the draft RFQ (Exhibit A) for consulting services to develop a Resilience Plan for Sea Level Rise and Climate Adaptation for the Town.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Draft Request for Qualifications

RESOLUTION 2023-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ENDORSE THE PROPOSED APPROACH AND GENERAL CONTENT OF THE STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS (SWOT) AND RESILIENCE PLAN FOR HILTON HEAD ISLAND.

WHEREAS, the Town's Strategic Action Plan includes an environmental sustainability initiative to Identify the Strengths, Weaknesses, Opportunities, and Threats (SWOT) of Hilton Head Island Resiliency; and

WHEREAS, the proposed Request for Qualifications as described in Exhibit A provides a solicitation to qualified experts in the field and an outline for the general scope of services to conduct the SWOT Analysis.

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

1. The Town Manager is authorized to issue the Request for Qualifications related to the "Resilience Plan for Sea Level Rise and Climate Adaptation" in a form and substance similar to the document attached as Exhibit "A" to this Resolution.

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

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

**TOWN OF HILTON HEAD ISLAND
RFQ Transmittal Page**

Date Advertised: _____, 2023

Offerors Shall Complete All Information Requested On This Page and Submit It With Their Qualifications

 <p style="text-align: center;">REQUEST FOR QUALIFICATIONS (RFQ)</p>	<p>Qualifications Submission:</p> <p>Qualifications will ONLY be accepted electronically via the Town's Procurement Portal which can be accessed using the link below: hiltonheadislandsc.bonfirehub.com</p>
<p>Solicitation Number: RFQ 2023-##</p> <p>Description/Title: Resilience Plan for Sea Level Rise and Climate Adaptation</p>	<p>* Qualifications Submittal Deadline: 3:00 PM EST on _____, 2023</p> <p>*Submittals will not be accepted after the stated time and date.</p> <p>Submittals will be publically opened via virtual conference at 3:15 PM EST on _____, 2023. The link to participate in the virtual opening is provided in Section I of this RFQ.</p>
<p>Pre-Submittal Conference Information: Not applicable for this solicitation</p>	
<p>Town Contact: Richard Groth, Procurement Officer richg@hiltonheadislandsc.gov (843) 341-4711</p>	<p>Deadline For Questions: 2:00 PM EST on _____, 2023</p> <p>Questions must be submitted through the Town's Procurement Portal using the "Opportunity Q&A" feature in the "Messages" Section of the Portal.</p>
<p>Offeror Name:</p>	<p>Offeror Contact Name:</p>
<p>Offeror Mailing Address:</p>	<p>Offeror Contact Phone:</p>
<p>City-State-Zip-Code:</p>	<p>Offeror Contact Email Address:</p>
<p>By signature below, I certify that this submission is made and submitted without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting qualifications for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree that this submittal shall be good and held open for a period of at least sixty (60) days from the Submittal Deadline. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this document on behalf of the Offeror.</p>	
<p>Offeror Authorized Signature:</p> <p>_____ Signature</p> <p>_____ Date</p>	<p>Name and Title of Signator:</p> <p>Name: _____</p> <p>Title: _____</p>

TOWN OF HILTON HEAD ISLAND
RFQ 2023-##
Resilience Plan for Sea Level Rise and Climate Adaptation

I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

The Town of Hilton Head Island is soliciting statements of qualifications from highly-qualified firms (“Offerors” or “Consultants”) licensed in South Carolina to provide consulting services to develop a Resilience Plan for Sea Level Rise and Climate Adaptation for the Town in accordance with the general scope of work provided herein. The successful offeror shall

Qualifications must be submitted by the Qualifications Submittal Deadline shown on the Transmittal Page. Qualifications will ONLY be accepted electronically via the Town’s Procurement Portal which can be accessed using the following link hiltonheadislandsc.bonfirehub.com. If electronic submittal poses a hardship, please notify the Town Contact person identified on the Transmittal Page.

Submittals will be publically opened via virtual conference at the date and time indicated on the Transmittal Page. Only the names of Offerors will be provided at the opening. No other information will be shared at that time. To participate, please use the following meeting link and information.

Virtual Opening of Submittals Link and Information

3:15 PM EST on _____, 2023

To join the meeting on a computer or mobile phone: https://_____

Meeting ID: _____

Want to test your video connection?

https://_____

All questions regarding this solicitation must be submitted in writing via the Town’s Procurement Portal using the “Opportunity Q&A” feature in the “Messages” Section. Questions will be answered via the Procurement Portal as well. Offeror’s who have downloaded an original solicitation will receive email notification if any addendums have been issued for that solicitation. **However, it is still the Offeror’s responsibility to check the procurement portal for any issued addendums prior to submitting their qualifications.**

The Town reserves the right to accept or reject any or all submittals received as a result of this solicitation, to negotiate with all qualified Offerors, to award multiple contracts for all or part of the scope of work, or to cancel in part or in whole this solicitation, if in the best interests of the Town. The Town reserves the right to refuse any and all submittals and to waive any technicalities and formalities. The Town

reserves the right to waive any requirement in this solicitation, including material requirements, if such requirement is unmet by all Offerors, and, such a waiver is determined to be in the best interests of the Town.

This solicitation does not commit the Town to award a contract or to procure for any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Offeror submittals.

Submittals must be signed by an official of Offeror authorized to bind Offeror. Electronic signature using secure signature software is acceptable. By submitting, Offeror agrees that its submittal shall be good and held open for a period of at least sixty (60) days from the Due Date.

The Town does not discriminate on the basis of race, color, national origin, sex [including pregnancy and childbirth (or related medical conditions)], religion, age or disability in employment or in the provision of goods and services.

The Town recognizes that small businesses enterprises as well as businesses enterprises owned and operated by women and/or minority persons (collectively “disadvantaged business”) have historically faced challenges resulting in less than full participation in the free enterprise system to a degree disproportionate to other businesses. Therefore, the Town is committed to ensuring that such disadvantaged business enterprises are afforded every opportunity to fully and fairly participate in the Town’s procurement process for goods and services. In the event of a tie after the scoring of responses involving a certified disadvantaged Offeror and a non-disadvantaged Offeror, the Town will award the contract to the certified disadvantaged Offeror. Tied responses involving two certified disadvantaged Offerors will be settled by selecting the Offeror having the lowest total cost to the Town. It is the obligation of the disadvantaged Offeror to submit proof of current certification from a governmental entity in the United States at the time they submit their response in order for the certification to be considered by the Town in determining an award as described above. Tied responses involving two non-disadvantaged Offerors will be settled by selecting the Offeror having the lowest total cost to the Town.

II. SCOPE OF WORK

The Town desires to contract with a highly qualified firm to develop a Resilience Plan for Sea Level Rise and Climate Adaptation specific to Hilton Head Island. The Town has no existing plan specific to this need, and intends future expansion of this plan being developed, to consider other threats. This first phase of this project shall be to collect and compile information and conduct an analysis of the strengths, weaknesses, opportunities, and threats (SWOT) that the Town possesses and faces with respect to sea level rise and climate adaptation. The specific contract scope, schedule, and fee for the services necessary to develop the plan will be negotiated once the firm is selected. The desired schedule is to have the draft SWOT analysis

and detailed scope for the plan completion, completed and reviewed within 9 months of contract execution. The project is to be funded by the Town, with a budget of \$250,000, plus a FEMA BRIC grant amount of \$42,187.50. The plan shall consider the near-, mid-, and long-term impact and mitigation scenarios. Those end-time milestones proposed for this plan shall be 2030, 2050 and 2100. The plan shall take into account the Urban Land Institute's Principles for Building Resilience. Anticipated services and tasks associated with the development of the plan may be generally derived from, but are not necessarily limited to, the following:

Phase 1

- Compilation and assessment of existing relative data and programs
- Sea Level Rise forecast analysis and selection of design forecast
- Public outreach and solicitation of stakeholder input
- Public policy and regulation assessment and identify those for change
- recommendations related to floodplain management and future development
- Storm Drainage System assessment (tidal backflow prevention at tidal culverts and outfalls, pump stations, hydraulic capacity, design standards)
- Beach Renourishment program (including sustainability analysis)
- Flood Inundation Mapping
- SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis

Phase 2

- Detailed Flood inundation modeling and mapping (SLR, storms, and surge)
- Public outreach and solicitation of stakeholder input
- Public policy and regulation recommendations related to floodplain management and future development
- Socio-economic Systems – Diversity of Housing and Jobs
- Structural and Nonstructural Mitigation Recommendations
- Economic (B/C) analysis and construction cost estimating for implementation

The anticipated Table of Contents for the plan is provided below and shall be used as a guide to help depict the qualifications and experience needed for this project and the general sections by which the detailed scope of work shall be derived. This may be modified during contract negotiations, but outlines the framework of the desired plan.

Hilton Head Island Resilience Plan for Sea Level Rise and Climate Adaptation

Proposed Table of Contents

(Phase 1 – Proposed SWOT analysis work under initial Contract)

1. Executive Summary
2. Introduction

3. Plan Objectives
4. Benchmarking and Relativity to Other Plans
 - a. SC Office of Resilience
 - b. Beaufort County
 - c. SC Sea Grant Consortium
 - d. Other relevant plans (as identified through stakeholder engagement)
5. Selection of SLR Projections (Near, Mid and Long-term)
6. Changing Forecasts for Rainfall, Hurricanes, and other Climate threats
7. Data Sources and Needs
 - a. Public Infrastructure Inventory and Assessments
 - b. Critical Facilities
8. Town, County and State Regulations – Recommended modifications
9. Stakeholder Involvement
 - a. Steering Committee
 - b. Stakeholder Identification
 - c. Public Outreach
 - d. Documentation of stakeholders needs and desires
 - e. Develop Web Page on Town’s efforts and other links
10. General Inundation Mapping (SLR, Surge, Storm as available)
 - a. Open-Source Model Selection(s)
 - b. Assumptions and Methodologies
 - c. Purpose and use of mapping results
11. Vulnerability Assessment (Near, Mid and Long-term, and for both Shocks (sudden and extreme climate related events and disasters and Stresses (long-term social, economic and environmental impacts that undermine responses to Shocks))
 - a. Public Infrastructure
 - b. Critical Facilities
 - c. Natural Resources
 - d. Coastal Erosion
 - e. Private Property
 - f. Geographical Areas/Communities
 - g. Businesses
12. SWOT Analysis – Resilience for Sea Level Rise and Climate Adaptation
 - a. Strengths
 - b. Weaknesses
 - c. Opportunities
 - d. Threats
 - e. Summary

(Phase 2 – Contract Amendment anticipated to complete the sections below)

13. Detailed Modeling and Flood Inundation Mapping (SLR, Storm, Surge)
 - a. Data Sources
 - b. Open-Source Model Selection(s)
 - c. Assumptions and Methodologies
 - d. Purpose and use of mapping results

14. Impacts of Action versus Inaction
 - a. Cultural Impacts
 - b. Economic Impacts
 - c. Environmental Impacts
15. Prioritized Adaptation Strategies and Key Projects for Mitigation (Near, Mid and Long-term)
 - a. Scope and Extents
 - b. Natural System Designs
 - c. Cost Estimates
 - d. Benefit / Cost Analyses
 - e. Leverage Existing Community Assets (Environmental, Economic, Social, Cultural, Workforce)
 - f. Link to Opportunities to Improve Quality of Life
 - g. Include New Innovations and Technology (information, mapping, warnings, etc.)
16. Implementation of Strategies and Key Projects
 - a. Roles and Responsibilities
 - b. Prioritization Scheme
 - c. Funding Options
 - d. Schedule
17. Public policy and regulation recommendations related to floodplain management and future development
 - a. Define How and Where to Build via zoning overlays, building code, development standards,
 - b.
18. Socio-economic Systems – Diversity of Housing and Jobs, ROI from Resilience Plan Implementation
19. Recommendations for Future Plan Updates
 - a. Periodic based on updated SLR forecasts
 - b. Other Threats (Heat Islands, Forest Fires, Earthquakes, Housing shortage)
20. Glossary - Acronyms and Terms
21. References
22. List of Figures and Tables
23. Appendices
 - a. SLR Projections
 - b. Flood Inundation Maps (SLR, Storm, Surge)
 - c. Storm Water Systems (inventory, responsibility)
 - d. Stakeholder Input
 - e. Laws, Regulations, Codes, and Ordinances
 - f. Benefit-Cost Analyses

III. SUBMITTAL REQUIREMENTS AND FORMATTING

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this RFQ. Any Offeror failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. Offeror must complete and return with their response the “Checklist of Submittal Requirements”, a copy of which is included in this solicitation as Exhibit A. Offerors shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of responses.

A. QUALIFICATIONS SUBMITTAL:

Section 1 - General firm background and experience to include at a minimum in 20 pages or less:

- Location of primary operations/office (address) for work on this project and number of years at this location
- Number of years firm has performed similar work (Studies and Resilience Plans for Sea Level Rise and Climate Adaptation)
- State the total number of similar projects completed in the last 5 years and for each provide whether your firm was the prime or a sub-consultant;
- Identify Experience with US Southeast Atlantic coastal – list all similar projects performed (project name, year, location, contract amount) in the last 5 years
- Provide client reference information, to include client name, location of the contract work (highlight US Southeast Atlantic coastal work), and reachable contact person’s name, telephone number and e-mail address.
- Any additional related information deemed pertinent.

Section 2 - Qualifications and Organization of Key Personnel/Project Team. Provide at a minimum in 20 pages or less:

- An organizational chart of the project team that will be assigned for the work on this contract with a name and role for each team member, including support personnel;
- A resume for each key team member to be assigned to this contract;
- Sub-consultant(’s) roles and key personnel
- The office location for each team member to be assigned to this contract.

Section 3 - Summary of firm’s technical capabilities related to the Scope of Work described in Section II. Identify any unique qualifications, knowledge, tools, software, or methodologies to be employed under this contract in 20 pages or less.

Section 4 - List of any litigation history of the firm for the past 5 years

Section 5 - Any additional relevant information not provided above in 10 pages or less.

B. QUESTIONNAIRE

Offerors shall complete the Questionnaire provided in Exhibit D.

C. REQUIRED FORMS

- Exhibit A - Checklist of Submittal Requirements
- Exhibit C - Illegal Immigration Reform Act Affidavit
- Certificate of Insurance as evidence that Consultant meets the insurance requirements specified in Exhibit B of this RFQ.

V. EVALUATION CRITERIA

If a contract is awarded as result of this solicitation, such award shall be made to the responsive and responsible Offeror with the highest rated response based on the stated evaluation criteria.

Evaluation Criteria

- 1. Nature/Comparability/Quality of previously completed projects of similar scope (40%)**
- 2. Qualifications/abilities/experience of personnel (40%)**
- 3. Proven Community Engagement and Consensus Building (10%)**
- 4. Project team local experience (Southeast US Atlantic coast) (10%)**

After initial scoring of the above criteria, the Town reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

VI. CONTRACT AWARD

If a contract is awarded as result of this solicitation, such award shall be made to the most qualified respondent(s). In the event that contract negotiations with the most qualified respondent(s) are unsuccessful, the Town reserves the right to begin contract negotiations with next most qualified respondent(s). The Town reserves the right to award multiple contracts if it desires.

Contract award, as well as any amendments of the contract in subsequent fiscal periods, is subject to availability of Town funds.

VII. STANDARD CONTRACT TERMS AND CONDITIONS

Offeror acknowledges it has read and understands the terms and conditions provided in the Town’s standard contract clauses attached hereto as Exhibit B, and Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town. Offeror also acknowledges that terms and conditions provided in this RFQ, either in their entirety or relevant portions thereof, may be included and become part of any resulting contract. The anticipated term of the resulting contract shall be one year with the option to amend as mutually agreed.

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EXHIBIT A

RFQ 2023-##

Resilience Plan for Sea Level Rise and Climate Adaptation

Checklist of Submittal Requirements

The following checklist is intended to advise the Offeror of all items or information that must be included with their submittal. Offerors shall provide:

1. Completed Submittal Transmittal Page (page 1 of RFQ)
2. A Qualifications Submittal that addresses all the required elements and formatting as specified in this RFQ.
3. Completed Questionnaire (Exhibit D)
4. Copy of SC License
5. Fee Schedule (must be submitted separate from the main qualifications submittal of qualifications)
6. Signed Offeror Acknowledgement on this Exhibit A below.
7. Completed Affidavit acknowledging the requirements of the South Carolina Illegal Immigration Reform Act, Exhibit C.
8. Certificate of Insurance as evidence that Consultant meets the insurance requirements specified in Exhibit B of this RFQ. Town of Hilton Head Island shall be added as an Additional Insured on Consultant's Insurance upon contract award.
9. Offeror should include current Town business license with their submittal if they have one. If not, Offeror will be required to obtain one prior to commencing any work if awarded the contract.

Offeror Acknowledgements:

In the space provided, Offeror shall acknowledge receipt and review of the following addendums issued for this solicitation.

Addendum #'s: _____

I have read the above checklist of submittal requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our submittal and eliminate our company from consideration for contract award.

Offeror/Firm: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this <<Date>> between <<Company Name>> (hereinafter called “Consultant”) and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a need for a qualified consultant to provide Resilience Plan for Sea Level Rise and Climate Adaptation on an as-needed basis; and

WHEREAS, the Town and the Consultant desire to enter into an Agreement wherein the Consultant shall provide such services as set forth herein below.

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

1. The Consultant shall provide Resilience Plan for Sea Level Rise and Climate Adaptation in accordance with the scope of work attached hereto as Exhibit ____, and made part of this Agreement.
2. Consultant shall be compensated in accordance with the itemized Fee Schedule attached hereto as Exhibit __, and made part of this Agreement.
3. The term of this Agreement shall be for a period of one (1) year commencing on the date of execution.
4. The Consultant is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Consultant is required to maintain one million dollars (\$1,000,000) of general liability insurance and one million dollars (\$1,000,000) of professional liability insurance. The Consultant must provide the Town with a Certificate of Insurance evidencing that they have the required insurance coverages. The Town shall be named as an additional insured with respect to liability coverages. The Consultant is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. Termination.

5.1 The Town may terminate this Agreement in whole or in part at any time for the convenience of the Town by delivery of a written notice to the Consultant of the Town's election to terminate this Agreement for the convenience of the Town. If this Agreement is terminated for the convenience of the Town, the Town will pay the Consultant only for those services rendered by the Consultant up to the date of termination, based on the existing rates of this Agreement, and prorated to the date of termination.

EXHIBIT B

5.2 The Town may also terminate this Agreement if funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal years. In such event, the Town shall deliver a written notice to the Consultant that this Agreement is terminated effective the last day of the then current fiscal year due to the lack of appropriated funds, and the Town will pay the Consultant only through the end of the then current fiscal year at the existing rates in this Agreement.

6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Consultant may not assign this Agreement without the prior written approval of the Town.
10. The Consultant shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Consultant other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Consultant and the methods utilized by the Consultant in fulfilling its obligations hereunder shall lie solely and exclusively with the Consultant and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Consultant shall have any benefits, status, or right of employment with the Town.
12. The Consultant, by signing this Agreement, hereby certifies that Consultant shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Consultant covenants and agrees as follows:
 - 12.1. Consultant shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the Agreement by registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within three (3) business days after employing employee.

EXHIBIT B

12.2. Consultant agrees to provide to the Town all documentation requested by it to establish either:

- (a) the applicability of the South Carolina Illegal Immigration Reform Act to Consultant; or
- (b) compliance with the South Carolina Illegal Immigration Reform Act by Consultant.

12.3. Consultant agrees to include in any contracts with its sub-consultants language requiring its sub-consultants to:

- (a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and
- (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Consultant acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Consultant certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

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

WITNESSES:

<< CONSULTANT'S FULL NAME >>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Marc Orlando
Its: Town Manager

EXHIBIT C

**CONSULTANT AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ ("Consultant") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina

The Consultant hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subconsultants, and through the subconsultants, the sub-subconsultants, to register and participate in the federal verification employment authorization of all new employees.

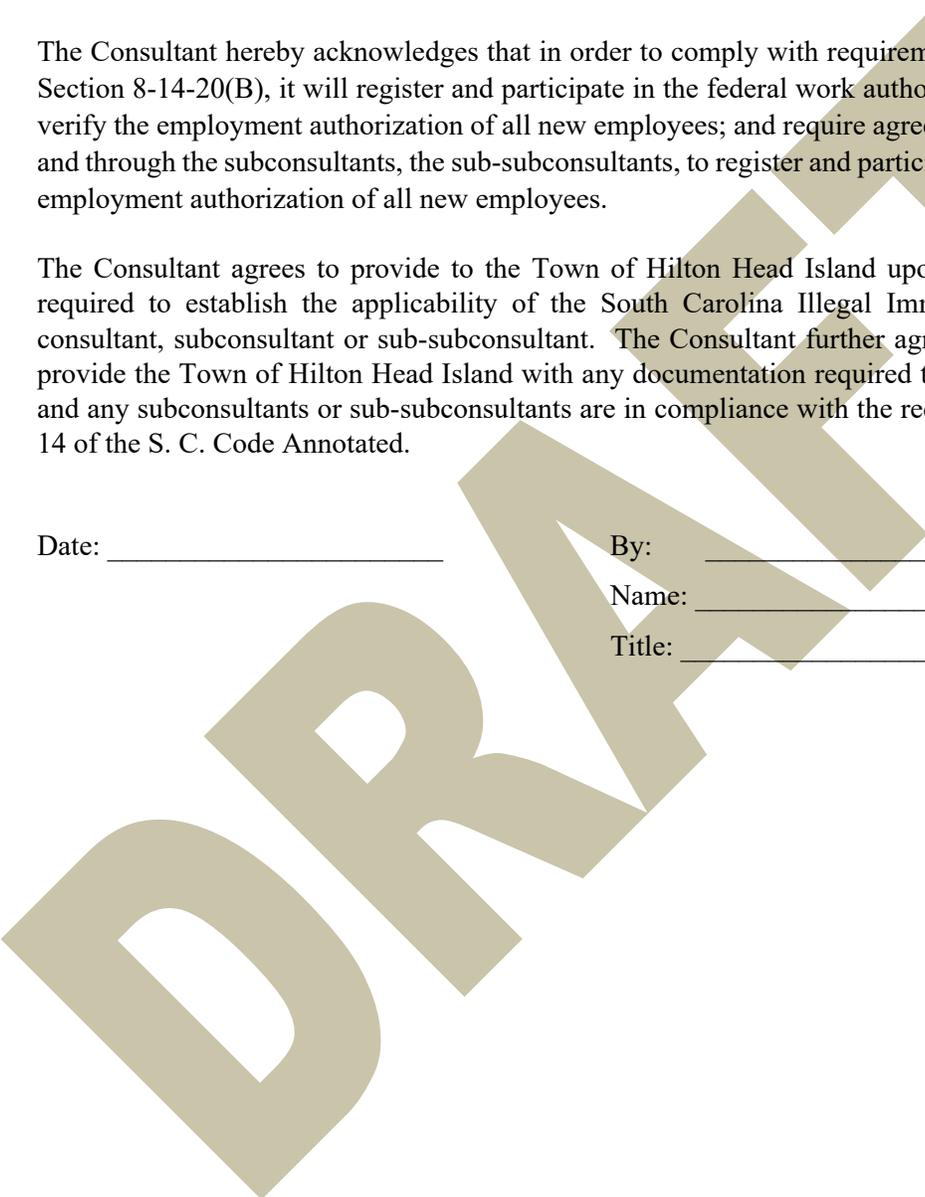
The Consultant agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the consultant, subconsultant or sub-subconsultant. The Consultant further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the consultant and any subconsultants or sub-subconsultants are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____

By: _____

Name: _____

Title: _____



Construction

By signing its bid or proposal, Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Consultant and its subconsultants or sub-subconsultants; or (b) that Consultant and its subconsultants or sub-subconsultants are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its subconsultants language requiring its subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14.

Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subconsultants or sub-subconsultants; or (b) that you and your subconsultants or sub-subconsultants are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subconsultants language requiring your subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14.

EXHIBIT D

**TOWN OF HILTON HEAD ISLAND
RFQ 2023-##**

QUESTIONNAIRE - RESILIENCE PLAN FOR SEA LEVEL RISE AND CLIMATE ADAPTATION

INSTRUCTIONS FOR COMPLETION OF THE QUESTIONNAIRE

Please read the enclosed Questionnaire carefully. "The firm" referred to in this Questionnaire is the business entity offering qualifications for the referenced project for the Town. DO NOT leave any questions unanswered, nor OMIT any required signatures. All questions must be answered. If there is truly a question that does not apply, please enter "Not Applicable" or "N/A".

In the event additional space is required to complete an answer, you may supplement with additional pages that shall be securely attached to this Questionnaire. If information is provided on other typed or preprinted sheets, they must include all the requested information, be properly referenced, and securely attached to this Questionnaire. Said supplements or attachments shall be considered a part of this Affidavit and its oath.

Begin Questionnaire below

NOTE: In order for the response to be considered, it is necessary for an authorized individual of the firm, and on behalf of the firm, to furnish the information requested below.

Date Prepared: _____

Submitted To: Town of Hilton Head Island. ATTN: Engineering Division, One Town Center Court, Hilton Head Island, SC 29928.

Submitted By: _____

(Complete Firm Name: Must be the same as on Submittal Transmittal Page)

(Complete Street Address and Suite Number, if applicable)

(P. O. Box Number, if applicable) (Zip Code for P. O. Box Number)

(City) (County) (State) (Zip Code for Street Address)

Telephone Number: (_____) _____

Fax Number: (_____) _____

Federal Employer Identification Number: _____

13. Indicate below the Resilience Plan for Sea Level Rise and Climate Adaptation experience of key individuals and technical support presently employed by the firm who will work on Town projects. Please attach resumes and an organizational chart.

Name	License or Cert.	Present Position	Years Employed By The Firm	Total Years of Experience

14. Provide a summary of technical capabilities and experience related to the anticipated services and tasks bulleted in the RFQ (add space if necessary):

- Sea Level Rise forecast analysis
- Flood inundation modeling and mapping
- GIS data management
- Flood mitigation recommendations
- Construction cost estimating
- Economic analysis of flood impacts
- Stakeholder engagement

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15. List recently completed, similar projects/contracts preferably in US southeast coast (add space if necessary):

Contract Amount	Project Name and Type of Work	Date Completed	Reference Name, Address, & Phone Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

16. List any existing data or relevant information your firm may possess on HHI that could be utilized as a resource under this contract at no additional cost to the Town (add space if necessary):

Data Name and Type	Date Acquired
1.	
2.	
3.	
4.	
5.	

17. Identify any unique qualifications, knowledge, abilities, tools, software, or methodologies used by the firm.

18. The individuals listed below are authorized to approve, sign and/or execute on the firm's behalf, the following documents:

Document Code Nos.: 1 - Organization's Statement of Experience and Equipment.

 2 - Proposals and Contracts

 3 - Change Order(s)/Supplemental Agreement(s)

NAME	TITLE	DOCUMENT CODE NO.

It is the sole responsibility of the submitting firm to notify the Town of any changes to this list, post preparation date. Notification shall be by certified original documents.

19. Has the firm, its parent or subsidiary ever been suspended, disqualified, or debarred by any Municipality, State or the Federal Government? _____ If yes, provide complete details, including when, where and why.

20. Has any owner, stockholder, officer, partner, or employee(s) of the firm been suspended, disqualified, or debarred from doing business by South Carolina, any other State or the Federal Government? _____ If yes, provide complete details, including when, where and why.

21. Have you or any of the individuals or entities referred to above, in the past six years, been indicted, pled guilty, pled *nolo contendere*, or been convicted of embezzlement, theft, forgery, bribery, receiving stolen property, or any other offense indicating a lack of business integrity, or business honesty which seriously and directly affects the question of present responsibility as a consultant in any jurisdiction in the United States? _____ If yes, give complete details.

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22. Has the firm, its subsidiaries, affiliates or parent companies ever defaulted on a contract with any Local, State or Federal Government?_____If yes, give complete details.

23. List the firm's subsidiaries, affiliates and parent companies.

24. Is the firm herein offering the submittal, including owners, corporate officers or stockholders, either collectively or individually, currently suspended, disqualified or debarred from doing business with any Local, State or with the Federal Government? If so, list the agency and circumstance.

AFFIDAVIT

_____ BEING DULY SWORN DEPOSES AND SAYS THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AFFIDAVIT FOR AND ON BEHALF OF THE APPLICANT FIRM, AND THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

Sworn and subscribed to before
this _____ day of

_____ me on
(Name of Applicant Firm)

(Authorized Signature)

(Notary Public)
(Not an Officer of the firm)

(Print or Type Name)

(Title)

AFFIX
CORPO
RATE
SEAL
HERE

NOTICE: THE TOWN MUST BE NOTIFIED OF ANY SIGNIFICANT CHANGE IN THE INFORMATION FURNISHED IN THIS QUESTIONNAIRE WITHIN FIFTEEN (15) DAYS OF THE OCCURRENCE OF SUCH CHANGE.



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Shawn Colin, Assistant Town Manager – Community Development
VIA: William Hilton Parkway Gateway Corridor Independent Review Advisory Committee
CC: Marc Orlando, Town Manager
Josh Gruber, Deputy Town Manager
DATE: June 6, 2023
SUBJECT: Consideration of a Resolution Approving the William Hilton Parkway Gateway Corridor Independent End-to-End Analysis Request for Qualifications and Scope of Work

RECOMMENDATION:

Consideration of a Resolution approving the William Hilton Parkway Gateway Corridor Independent End-to-End Analysis Request for Qualifications and Scope of Work (Attachment 1).

BACKGROUND:

On May 12, 2023, the William Hilton Parkway Gateway Corridor Independent Review Advisory Committee recommended to Town Council for endorsement the final content and scope of work to be included in the Request for Qualifications (Exhibit A) to complete a new Independent Study for William Hilton Parkway Gateway Corridor Project.

SUMMARY:

Below is a summary of key activities leading to this recommendation and remaining steps for the William Hilton Parkway Gateway Corridor Project.

Oct. 2022 In order to make certain that all reasonable alternatives have been evaluated before a final consent decision is made, Town Council approved a Memorandum of Agreement (MOA) with Beaufort County on October 4, 2022, that outlined a critical path to reach a point for municipal consent consideration.

Jan. 2023 On January 17, 2023, staff provided a project update to Town Council including progress made on all MOA provisions. Town Council provided direction to move forward with the joint effort with Beaufort County to

conduct an Independent Review using the one consultant which provided a complete response to the County's RFQ. Town Council also provided direction to conduct an additional Independent Review using a consultant procured by the Town. In addition, Town Council directed that an Advisory Committee be created to assist in selecting the preferred consultant and to guide the work in coordination with staff.

- Feb. 2023 On February 21, 2023, Town Council adopted a Resolution to create the William Hilton Parkway Independent Review Advisory Committee.
- Mar. 2023 Town Council appointed members to the William Hilton Parkway Gateway Corridor Independent Review Advisory Committee.
- Apr. 2023 The initial meeting of the William Hilton Parkway Gateway Corridor Independent Review Advisory Committee was held on April 17.
- May 2023 A second meeting of the William Hilton Parkway Gateway Corridor Independent Review Advisory Committee was held on May 12 to finalize the RFQ to recommend to Town Council.

Remaining Steps:

- The Town will solicit RFQ for a period of 30 days.
- Responses to the Town RFQ will be reviewed by the Advisory Committee and selection team to reach recommendation of the preferred consultant to execute contract. Time frame and cost to complete the Town Lead Independent Study has not yet been determined.
- The Town will continue executing the Installation of Adaptive Traffic Signals for all Town signalized intersections through its Capital Improvements Program. Installation is expected to be complete by June 30, 2023. Initial data on performance will not be available until after the complete system is installed.
- Town staff is working with consultants MKSK to complete flythrough graphics to depict the existing Gateway Corridor, the Modified Preferred Alternative, and the Modified Preferred Alternative to include Town approved recommendations. Final graphics to be completed following review of findings and recommendations from the Independent Study.
- Beaufort County continues to work with SCDOT and their project team to secure remaining funds necessary to substantially fund the project, which will allow submission of the Environmental Assessment (EA) Documents to the Federal Highway Administration for a Finding of No Significant Impacts (FONSI).

- The Town and County agreed in the MOA to pursue the FONSI from Federal Highway Administration.
- The results of the joint Independent Review, as well as the Town procured Independent Study will be presented to respective Council's for consideration.
- If any findings from the Independent Review and Study affect environmental documents submitted for the FONSI, those recommendations will be considered, and the environmental documents will be updated and resubmitted to the Federal Highway Authority as agreed upon by the County and the Town.
- If any findings from the Independent Review and Study affect environmental documents submitted for the FONSI, those recommendations will be considered, and the environmental documents will be updated and resubmitted to the Federal Highway Authority as agreed upon by the County and the Town.
- The County and the Town agree that the Independent Review and Study will be the last and final study needed for the Town to make a final decision related to the Project.
- Town approval of the MOA did not provide municipal consent, nor did it preclude the submission of amended documents to the Federal Highway Administration to include recommendations that emerge from the Independent Review and Study. Such consent may be provided by the Town Council after the Independent Review has been evaluated by the Town and County and before the right-of-way acquisition phase of the Project begins. Municipal consent by the Town will not be unreasonably withheld.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Draft Request for Qualifications

RESOLUTION 2023-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO ENDORSE THE PROPOSED APPROACH AND GENERAL CONTENT OF THE REQUEST FOR QUALIFICATIONS FOR AN INDEPENDENT STUDY OF THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR.

WHEREAS, the William Hilton Parkway Gateway Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 1% Transportation Sales Tax; and

WHEREAS, a portion of the Project is located within the corporate limits of the Town and the Town shall ultimately be asked to grant municipal consent to the project; and

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

WHEREAS, the County contracted with the South Carolina Department of Transportation (SCDOT) as the owner of the roadway and bridge infrastructure included in the Project to manage the planning, design, permitting and construction of the Project; and

WHEREAS, an independent review of the Project was jointly commissioned by the Town and County and was managed under a Town Council appointed citizen's oversight committee and completed by HDR in May 2021; and

WHEREAS, in February 2023, a second independent review of the Project was commissioned by the County to have CBB Transportation Engineers and Planners conduct an independent review for long term mobility associated with the Project and this study is scheduled to be completed in September 2023; and

WHEREAS, the Town desires an Independent Study, not to include County participation, which shall be overseen by the Town Council appointed, William Hilton Parkway Gateway Corridor Independent Review Advisory Committee; and

WHEREAS, the proposed Request for Qualifications as described in Exhibit A provides a solicitation to qualified experts in the field that have not formerly worked with the SCDOT, and the general scope of services to conduct the independent study of the corridor that has received consensus approval of the William Hilton Parkway Gateway Corridor Independent Review Advisory Committee.

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

1. The Town Manager is authorized to issue the Request for Qualifications related to the “Independent Study of the William Hilton Parkway Gateway Corridor” in a form and substance similar to the document attached as Exhibit A to this Resolution, and in compliance with the requirements of § 11-1-314, *Municipal Code of the Town of Hilton Head Island, South Carolina* (1983).
2. The Town Manager is authorized to negotiate and execute a contract with the highest qualified firm at a compensation that is considered fair and reasonable to the Town in compliance with the requirements of § 11-1-314, *Municipal Code of the Town of Hilton Head Island, South Carolina* (1983).

MOVED, APPROVED, AND ADOPTED ON THIS ___ DAY OF JUNE,
2023.

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND

RFQ 2023-##

Independent Study of the William Hilton Parkway Gateway Corridor

I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

The Town of Hilton Head Island is soliciting responses from qualified engineering firms (“Offerors” or “Consultants”) with an ability to be licensed in South Carolina to provide Independent Study of the William Hilton Parkway Gateway Corridor for the Town in accordance with the scope of work and specifications provided herein. To be eligible for consideration, and offeror cannot have current or previous affiliation with the Town of Hilton Head Island, Beaufort County, SC, or the South Carolina Department of Transportation (SCDOT).

Qualifications must be submitted by the Qualifications Submittal Deadline shown on the Transmittal Page. Qualifications will ONLY be accepted electronically via the Town’s Procurement Portal which can be accessed using the following link <https://hiltonheadislandsc.bonfirehub.com/portal>. If electronic submittal poses a hardship, please notify the Town Contact person identified on the Transmittal Page.

There will be a MANDATORY meeting held virtually on **June ##, 2023/#:00PM** (EST). Please contact Rich Groth at richg@hiltonheadislandsc.gov to request an invitation. Only vendors that attend this meeting shall be qualified to submit a proposal. **The Town will have an advisory committee and review the submittals and make a recommendation for selection based on the stated criteria.**

Submittals will be publicly opened via virtual conference at the date and time indicated on the Transmittal Page. Only the names of Offerors will be provided at the opening. No other information will be shared at that time. To participate, please use the following meeting link and information.

<p>Virtual Opening of Submittals Link and Information 10:15 am Eastern Time on _____, 2023</p> <p>To join the meeting on a computer or mobile phone: https://bluejeans.com/8433843231?src=calendarLink&flow=joinmeeting</p> <p>Phone Dial-in +1.404.458.0105 (United States) +1.312.216.0325 (US (Chicago)) Global Numbers: https://www.bluejeans.com/numbers</p> <p>Meeting ID: 843 384 3231</p> <p>Want to test your video connection? https://bluejeans.com/111</p>

All questions regarding this solicitation must be submitted in writing via the Town's Procurement Portal using the "Opportunity Q&A" feature in the "Messages" Section. Questions will be answered via the Procurement Portal as well. Offeror's who have downloaded an original solicitation will receive email notification if any addendums have been issued for that solicitation. **However, it is still the Offeror's responsibility to check the procurement portal for any issued addendums prior to submitting their qualifications.**

The Town reserves the right to accept or reject any or all submittals received as a result of this solicitation, to negotiate with all qualified Offerors, to award multiple contracts for all or part of the scope of work, or to cancel in part or in whole this solicitation, if in the best interests of the Town. The Town reserves the right to refuse any and all submittals and to waive any technicalities and formalities. The Town reserves the right to waive any requirement in this solicitation, including material requirements, if such requirement is unmet by all Offerors, and, such a waiver is determined to be in the best interests of the Town.

This solicitation does not commit the Town to award a contract or to procure for any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Offeror submittals.

Submittals must be signed by an official of Offeror authorized to bind Offeror. Electronic signature using secure signature software is acceptable. By submitting, Offeror agrees that its submittal shall be good and held open for a period of at least sixty (60) days from the Due Date.

The Town does not discriminate on the basis of race, color, national origin, sex [including pregnancy and childbirth (or related medical conditions)], religion, age or disability in employment or in the provision of goods and services.

The Town recognizes that small businesses enterprises as well as businesses enterprises owned and operated by women and/or minority persons (collectively "disadvantaged business") have historically faced challenges resulting in less than full participation in the free enterprise system to a degree disproportionate to other businesses. Therefore, the Town is committed to ensuring that such disadvantaged business enterprises are afforded every opportunity to fully and fairly participate in the Town's procurement process for goods and services. In the event of a tie after the scoring of responses involving a certified disadvantaged Offeror and a non-disadvantaged Offeror, the Town will award the contract to the certified disadvantaged Offeror. Tied responses involving two certified disadvantaged Offerors will be settled by selecting the Offeror having the lowest total cost to the Town. It is the obligation of the disadvantaged Offeror to submit proof of current certification from a governmental entity in the United States at the time they submit their response in order for the certification to be considered by the Town in determining an award as described above. Tied responses involving two non-disadvantaged Offerors will be settled by selecting the Offeror having the lowest

total cost to the Town.

The Town of Hilton Head Island's meetings on the Independent Study of the William Hilton Parkway Gateway Corridor with the Committee, the Town, the County and or the Offeror will be open to the public.

II. SCOPE OF WORK

1. The Town desires to contract with a qualified firm to conduct an Independent Study of the William Hilton Parkway Gateway Corridor project. It is the intent of the Town to have the selected firm review and verify that the assumptions, methodologies, alternatives and preferred design recommendations are technically accurate and serve the best interest of Hilton Head Island. The qualified firm is to take a fresh look at the project and test possible new alternative solutions over the project scope. The consultant is strongly encouraged to develop their own ideas and recommend their own alternatives.
2. Proposed plans will have to pass NEPA review. Thus, the consultant should have a familiarity with that process and its applicability to this project. It should be noted that, in addition to environmental impacts, Federal Highway Administration (FHWA) considers safety as a prime issue in its evaluation. Also, a demonstrated solution of the congestion problem over the project scope above is essential. Thus, plans that deal with these issues have a higher probability of success in the NEPA and community review.
3. The study is anticipated to take no longer than six months to complete. The specific scope, schedule and fee for the services necessary to develop the plan will be negotiated once the firm is selected. Anticipated services and tasks associated with the development of the plan may include, but are not limited to, the following:

Task 1: Project Initiation and Coordination:

- Initial meeting with Town of Hilton Head Island and Independent Consultant.
- Conduct Bi-weekly project status meetings with Town staff and the project advisory committee.
- Review meeting with representatives of Town of Hilton Head Island, SCDOT and the existing design consultants on prior work performed
- Monthly update meetings with Town Manager.
- Review and define the study area.
- Perform a site visit/field review.
- Review and understand bridge inspection data.
- Understand the Town of Hilton Head Island's and Community concern with the proposed concept and existing model.
- Study existing project reports including: the SCDOT Draft Environmental Assessment, Town Council recommendations supported by MKSK and HDR studies, and the Technical Working Group report dated 3/31/23 to FHWA/Council on Environmental Quality/SCDOT.

Task 2: Provide Modeling of Data and Recommended Design Concepts

- Review assumptions contained within the model – Daily, Hour, Land Use, and identify other input variables, including adaptive traffic signals and safety provisions.

The results of each alternative evaluated should include but not be limited by the following:

Throughput and Traffic Simulation

This includes factors such as end-end delay, level of service, and average speed. We wish to see these computed via event simulation from end-to-end in each direction (for each alternative) including modeling the coupling and interactions of all proposed traffic lights, merges, splits, and other possible constrictions, as opposed to summing them as acting individually. The simulation must operate on the smallest interval possible to provide meaningful results.

Costs

Since detailed engineering for the various Corridor options is not available at this point, the Consultant shall use broad-gauge cost estimates similar to those used by SCDOT. The Consultant shall solicit assistance from SCDOT, the County, and the Town in developing cost estimates for the various options and identifying the split between covered and uncovered costs.

Safety, Environmental and Community Impacts

- Review data collection approach and study area.
- Review model outputs and subsequent recommendations for intersection operations and bridge concepts.
- Model Review and Concept Review Memo.
- Compile findings into a Summary Review Memo, identifying primary findings and recommendations for improvement.
- Review data collection from Adaptive Traffic Signals.

Task 3: Model and Operational Analysis Updates

- The model updates will be based on the version of the Lowcountry Area Transportation Study (LATS) model utilized to develop the project. Consultant to study and recommend a model alternative if warranted.
- Provide simulation and modeling of various data.
- Confirm that the base traffic demand model accurately takes into account trips generated by visitor traffic, workforce traffic, mass transit traffic, and traffic demand from redevelopment from existing island parcels.
- Update the model based on findings in Task 2 and coordination with the Town of Hilton Head.
- Expand the SCDOT project model and study area to include the following signalized intersections and merge points east of Spanish Wells Road:
 - William Hilton Parkway (US 278) merge with Cross Island Parkway.
 - William Hilton Parkway (US 278 Bus) at Gum Tree Road.

- William Hilton Parkway (US 278 Bus) at Jarvis Park Road / Wilborn Road.
- William Hilton Parkway (US 278 Bus) at Pembroke Drive/Museum Street.
- William Hilton Parkway (US 278 Bus) at Indigo Run Drive/Whooping Crane Way.
- Palmetto Bay Road (US 278) at Point Comfort Road/Arrow Road.
- Palmetto Bay Road at Target Road.
- Sea Pines Circle - William Hilton Parkway (US 278 Bus) at Palmetto Bay Road.
- Expand the model and study area to include the following signalized intersections and merge points west of Bluffton Parkway Flyover on US 278:
 - US 278 (Fording Island Road) at Buckingham Plantation Drive/Moss Creek Drive (on Mainland).
 - Bluffton Parkway at Buckingham Plantation Drive (on Mainland)
- Existing traffic counts for the study area intersections will be obtained from the Town of Hilton Head Island and SCDOT. Any additional counts not available from the Town of Hilton Head Island or SCDOT shall be collected by the consultant as deemed necessary and agreed to by the Town.
- The model shall include the most recent available traffic data that reflects the toll removal on the Cross Island Parkway.
- The model shall include the new adaptive traffic signal management system being deployed by the Town (Summer 2023).
- Generate model outputs for study area with agreed upon new assumptions and latest volumes and analyze operations using appropriate tools. A key deliverable of this project is a visual simulation of the models which can show the comparison of the options.
- Evaluate how Adaptive Traffic Signals could impact the traffic flow and average travel times along the corridor at peak times as well as other periods. The Town and County are expected to implement Adaptive Signals on the William Hilton Parkway/US 278 Corridor from I-95 to Sea Pines Circle. Answer questions related to potential for downstream impacts. •
- Evaluate opportunities to achieve desired operational efficiency by maintaining four lanes (two lanes in each direction) between the Windmill Harbor and Squire Pope Road intersections with William Hilton Parkway. These include system improvements that result from Intelligent Traffic Systems and other operational adjustments that may provide improved efficiency in the system.
- Evaluate impacts of alternatives, including those impacts to the Traditional Cultural Property defined in the Environmental Assessment, and commonly referred to as the Stoney Community. Develop strategic options for consideration to mitigate impacts.
- Evaluate the safety for bicycle and pedestrians within the original Project Study Area.

Coordinate and refine recommendations with the Town of Hilton Head Island.

- Participate in meetings as directed by the Town of Hilton Head Island.

Task 4: Proposed Intersection Improvements and other important elements:

- Evaluate the safety for bicycle and pedestrians within the original Project Study Area including new signal proposed at Windmill Harbour.
- Evaluate vehicular safety of the Project and make cost-effective recommendations to reduce accidents and enhance safety for the motoring public including emergency response considerations.
- Identify potential modifications to the proposed intersection designs of the preferred alternative within the original Project Study Area from Moss Creek to Spanish Wells Road that deliver the same (or better) expected operational levels.
- Based on the findings of Task 3 for intersections outside of the original project study area, develop alternatives to improve operations in the future. Evaluation should include but not be limited to traffic conveyance and capacity improvements (LOS, delay, etc.) as well as anticipated project costs and known impacts or concerns with the alternatives
- Evaluate, quantify, and explain the Project's impacts on the Stoney Community.
- Develop a Summary of Findings and Recommendations for review by the Town of Hilton Head that can be utilized to secure future funding for the improvements beyond the Project Study Area.

Task 5: Final Report

- Compile model updates, operational analysis, and findings into a report for a review and discussion.
- Integrate safety objectives based on the results of data and analysis into findings and recommendations.
- The report shall contain a detailed quantitative, objective comparison of alternatives including pros and cons of each that assesses the conveyance and capacity efficacy, safety improvements, community and social impacts, environmental impacts, appearance/aesthetic impacts, and total costs. This comparison shall be summarized in a simple to understand, tabular format as agreed to by the Town.
- Finalize elements into draft and final reports, including executive summaries and recommendations.
- Presentation of study, with final findings and recommendations, to Town Council for endorsement/adoption.
- Submit final report electronically for endorsement/adoption by Town Council.
- All engineering work must be certified by a Professional Engineer licensed in South Carolina.

The anticipated Table of Contents for the Final Report is provided below.

**Hilton Head Island Independent Study of the William Hilton Parkway Gateway
Corridor**

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1. Executive Summary and Recommendations for Town Action
2. Introduction
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4. Data Sources and Needs
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 - a. Data Sources
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6. Regulatory and Legal Impacts
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 - a. Scope and Extents
 - b. Cost Estimates
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9. Glossary - Acronyms and Terms
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11. List of Figures and Tables
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III. SUBMITTAL REQUIREMENTS AND FORMATTING

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this RFQ. Any Offeror failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. Offeror must complete and return with their response the “Checklist of Submittal Requirements”, a copy of which is included in this solicitation as Exhibit A. Offerors shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of responses. To be eligible for consideration, an offeror cannot have current or previous affiliation with the Town of Hilton Head Island, Beaufort County, SC, or the SCDOT.

A. QUALIFICATIONS SUBMITTAL:

Section 1 - General firm background and experience to include at a minimum:

- Location of primary operations/office (address) for work on this project and number of years at this location
- Number of years firm has performed similar work on Independent Study of the William Hilton Parkway Gateway Corridor;
- State the total number of similar projects completed in the last 5 years and for each provide whether your firm was the prime or a subconsultant;
- Identify Experience – list all similar projects performed (project name, year, location) in the last 5 years
- Provide the dollar amount of the contract/project;
- Date of the contract completion, the type(s) and quantity of work;
- Provide client reference information to include client name, location of the contract work, and contact person’s name, telephone number and e-mail address.
- Any additional related information deemed pertinent.

Section 2 - Qualifications and Organization of Key Personnel/Project Team. Provide at a minimum:

- Provide an organizational chart of the team that will be assigned for the work on this contract with a name and role for each project team member, including support personnel;
- A resume for each team member to be assigned to this contract;
- The office location for each team member to be assigned to this contract.

Section 3 - Summary of firm’s technical capabilities related to the Scope of Work described in Section II. Identify any unique qualifications, tools, equipment, software, or methodologies to be employed under this contract.

Section 4 - List of any litigation history of the firm for the past 5 years
Section 5 - Any additional relevant information not provided above.

B. QUESTIONNAIRE

Offerors shall complete the Questionnaire provided in Exhibit D.

C. REQUIRED FORMS

- Exhibit A - Checklist of Submittal Requirements
- Exhibit C - Illegal Immigration Reform Act Affidavit
- Certificate of Insurance as evidence that Consultant meets the insurance requirements specified in Exhibit B of this RFQ.

V. EVALUATION CRITERIA

If a contract is awarded as result of this solicitation, such award shall be made to the responsive and responsible Offeror with the highest rated response based on the stated evaluation criteria.

Evaluation Criteria

1. Nature/Comparability/Quality of previously completed contracts/projects of similar scope (50%):

2. Qualifications/abilities/experience of personnel (50%)

After initial scoring of the above criteria, the Town reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

VI. CONTRACT AWARD

If a contract is awarded as result of this solicitation, such award shall be made to the most qualified respondent(s). In the event that contract negotiations with the most qualified respondent(s) are unsuccessful, the Town reserves the right to begin contract negotiations with next most qualified respondent(s). The Town reserves the right to award multiple contracts and anticipates awarding to two firms.

Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of Town funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the Town reserves the right to begin contract negotiations with next highest rated Offeror.

VII. STANDARD CONTRACT TERMS AND CONDITIONS

Offeror acknowledges it has read and understands the terms and conditions provided in the Town's standard contract clauses attached hereto as Exhibit B, and Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town. Offeror also acknowledges that terms and conditions provided in this RFQ, either in their entirety or relevant portions thereof, may be

included and become part of any resulting contract. The anticipated term of the resulting contract shall be one year with the option to amend as mutually agreed.

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EXHIBIT A

RFQ 2023-##

Independent Study of the William Hilton Parkway Gateway Corridor

Checklist of Submittal Requirements

The following checklist is intended to advise the Offeror of all items or information that must be included with their submittal. Offerors shall provide:

1. Completed Submittal Transmittal Page (page 1 of RFQ)
2. A Qualifications Submittal that addresses all the required elements and formatting as specified in this RFQ.
3. Completed Questionnaire (Exhibit D)
4. Copy of SC License (or written commitment to obtain SC license as part of the project)
5. Fee Schedule (must be submitted separate from the main qualifications submittal of qualifications)
6. Signed Offeror Acknowledgement on this Exhibit A below.
7. Completed Affidavit acknowledging the requirements of the South Carolina Illegal Immigration Reform Act, Exhibit C.
8. Certificate of Insurance as evidence that Consultant meets the insurance requirements specified in Exhibit B of this RFQ. Town of Hilton Head Island shall be added as an Additional Insured on Consultant's Insurance upon contract award.
9. Offeror should include current Town business license with their submittal if they have one. If not, Offeror will be required to obtain one prior to commencing any work if awarded the contract.

Offeror Acknowledgements:

In the space provided, Offeror shall acknowledge receipt and review of the following addendums issued for this solicitation.

Addendum #'s: _____

I have read the above checklist of submittal requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our submittal and eliminate our company from consideration for contract award.

Offeror/Firm: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this <<Date>> between <<Company Name>> (hereinafter called “Consultant”) and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a need for a qualified consultant to provide Independent Study of the William Hilton Parkway Gateway Corridor; and

WHEREAS, the Town and the Consultant desire to enter into an Agreement wherein the Consultant shall provide such services as set forth herein below.

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

1. The Consultant shall provide Independent Study of the William Hilton Parkway Gateway Corridor in accordance with the scope of work attached hereto as Exhibit ___, and made part of this Agreement.
2. Consultant shall be compensated in accordance with the itemized Fee Schedule attached hereto as Exhibit ___, and made part of this Agreement.
3. The term of this Agreement shall be for a period of one (1) year commencing on the date of execution.
4. The Consultant is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Consultant is required to maintain one million dollars (\$1,000,000) of general liability insurance and one million dollars (\$1,000,000) of professional liability insurance. The Consultant must provide the Town with a Certificate of Insurance evidencing that they have the required insurance coverages. The Town shall be named as an additional insured with respect to liability coverages. The Consultant is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. Termination.

5.1 The Town may terminate this Agreement in whole or in part at any time for the convenience of the Town by delivery of a written notice to the Consultant of the Town's election to terminate this Agreement for the convenience of the Town. If this Agreement is terminated for the convenience of the Town, the Town will pay the Consultant only for those services rendered by the Consultant up to the date of termination, based on the existing rates of this Agreement, and prorated to the date of termination.

EXHIBIT B

5.2 The Town may also terminate this Agreement if funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal years. In such event, the Town shall deliver a written notice to the Consultant that this Agreement is terminated effective the last day of the then current fiscal year due to the lack of appropriated funds, and the Town will pay the Consultant only through the end of the then current fiscal year at the existing rates in this Agreement.

6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Consultant may not assign this Agreement without the prior written approval of the Town.
10. The Consultant shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Consultant other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Consultant and the methods utilized by the Consultant in fulfilling its obligations hereunder shall lie solely and exclusively with the Consultant and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Consultant shall have any benefits, status, or right of employment with the Town.
12. The Consultant, by signing this Agreement, hereby certifies that Consultant shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Consultant covenants and agrees as follows:

12.1. Consultant shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the Agreement by registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within three (3) business days after employing employee.

EXHIBIT B

12.2. Consultant agrees to provide to the Town all documentation requested by it to establish either:

- (a) the applicability of the South Carolina Illegal Immigration Reform Act to Consultant; or
- (b) compliance with the South Carolina Illegal Immigration Reform Act by Consultant.

12.3. Consultant agrees to include in any contracts with its sub-consultants language requiring its sub-consultants to:

- (a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and
- (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Consultant acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Consultant certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

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

WITNESSES:

<< CONSULTANT'S FULL NAME >>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Marc Orlando
Its: Town Manager

EXHIBIT C

**CONSULTANT AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ ("Consultant") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina

The Consultant hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subconsultants, and through the subconsultants, the sub-subconsultants, to register and participate in the federal verification employment authorization of all new employees.

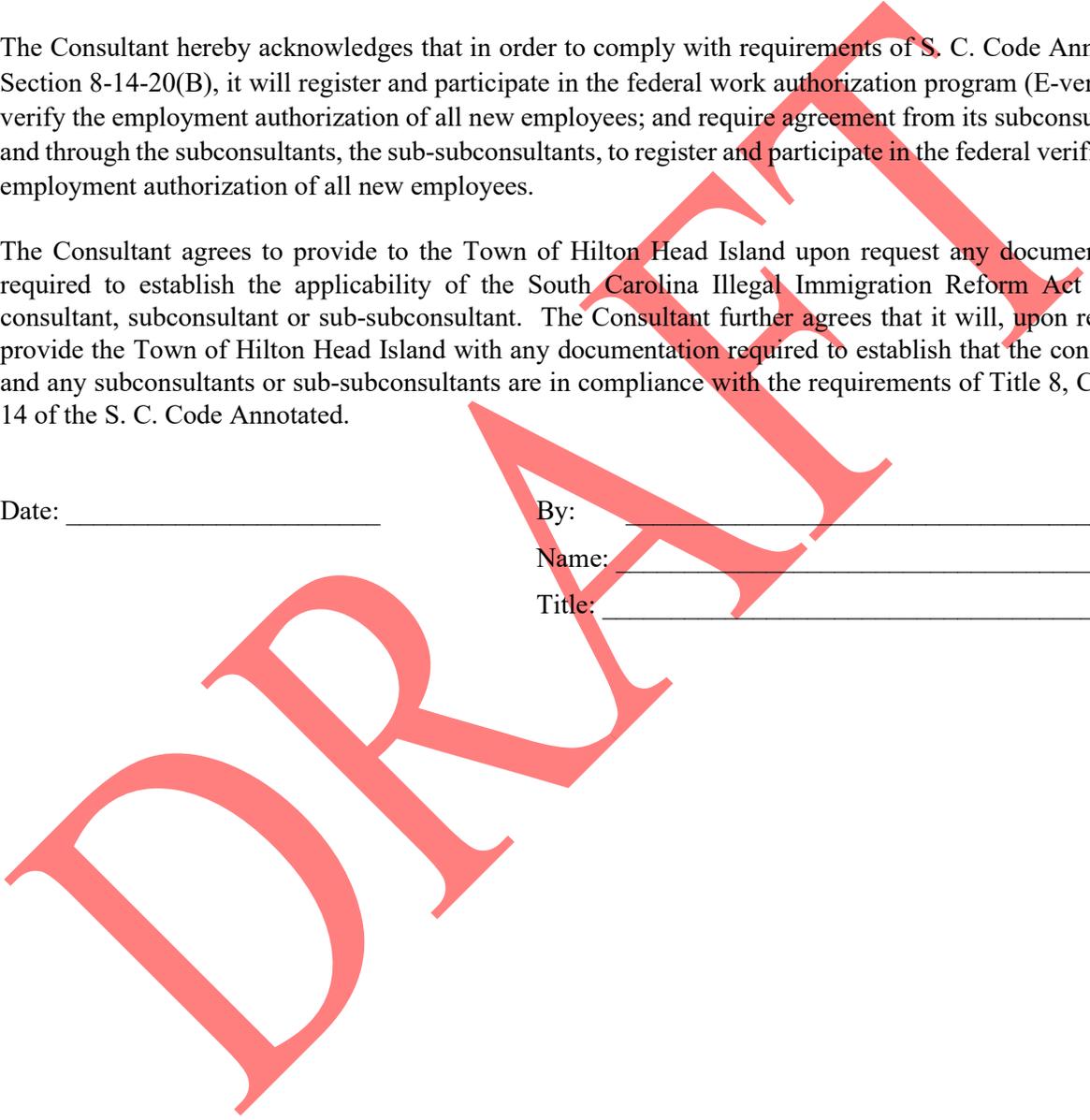
The Consultant agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the consultant, subconsultant or sub-subconsultant. The Consultant further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the consultant and any subconsultants or sub-subconsultants are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____

By: _____

Name: _____

Title: _____



Construction

By signing its bid or proposal, Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Consultant and its subconsultants or sub-subconsultants; or (b) that Consultant and its subconsultants or sub-subconsultants are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its subconsultants language requiring its subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14.

Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subconsultants or sub-subconsultants; or (b) that you and your subconsultants or sub-subconsultants are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subconsultants language requiring your subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subconsultants language requiring the sub-subconsultants to comply with the applicable requirements of Title 8, Chapter 14.

EXHIBIT D

TOWN OF HILTON HEAD ISLAND
RFQ 2023-##

**QUESTIONNAIRE - INDEPENDENT STUDY OF THE WILLIAM HILTON PARKWAY GATEWAY
CORRIDOR**

INSTRUCTIONS FOR COMPLETION OF THE QUESTIONNAIRE

Please read the enclosed Questionnaire carefully. "The firm" referred to in this Questionnaire is the business entity offering qualifications for the referenced project for the Town. DO NOT leave any questions unanswered, nor OMIT any required signatures. All questions must be answered. If there is truly a question that does not apply, please enter "Not Applicable" or "N/A".

In the event additional space is required to complete an answer, you may supplement with additional pages that shall be securely attached to this Questionnaire. If information is provided on other typed or preprinted sheets, they must include all the requested information, be properly referenced, and securely attached to this Questionnaire. Said supplements or attachments shall be considered a part of this Affidavit and its oath.

Begin Questionnaire below

NOTE: In order for the response to be considered, it is necessary for an authorized individual of the firm, and on behalf of the firm, to furnish the information requested below.

Date Prepared: _____

Submitted To: Town of Hilton Head Island. ATTN: Engineering Division, One Town Center Court, Hilton Head Island, SC 29928.

Submitted By: _____

(Complete Firm Name: Must be the same as on Submittal Transmittal Page)

(Complete Street Address and Suite Number, if applicable)

(P. O. Box Number, if applicable) (Zip Code for P. O. Box Number)

(City) (County) (State) (Zip Code for Street Address)

Telephone Number: (_____) _____

Fax Number: (_____) _____

Federal Employer Identification Number: _____

DRAFT

13. Indicate below the experience of key individuals and technical support presently employed by the firm who will work on Town projects. Please attach resumes and an organizational chart.

Individual's Name	License or Cert.	Present Position	Years Employed By The Firm	Years of Experience	In What Capacity

14. Provide a summary of technical capabilities and experience related to the anticipated services and tasks bulleted in the RFQ (add space if necessary):

DRAFT

DRAFT

15. List recently completed, similar projects/contracts preferably relating to major roadway/parkway corridor analysis and design (add space if necessary):

Contract Amount	Project Name and Type of Work	Date Completed	Reference Name, Address, & Phone Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

16. Identify any unique qualifications, abilities, tools, equipment, software, or methodologies used by the firm.

17. The individuals listed below are authorized to approve, sign and/or execute on the firm's behalf, the following documents:

- Document Code Nos.: 1 - Organization's Statement of Experience and Equipment.
- 2 - Proposals and Contracts
- 3 - Change Order(s)/Supplemental Agreement(s)

NAME	TITLE	DOCUMENT CODE NO.

It is the sole responsibility of the submitting firm to notify the Town of any changes to this list, post preparation date. Notification shall be by certified original documents.

- 18.** Has the firm, its parent or subsidiary ever been suspended, disqualified, or debarred by any Municipality, State or the Federal Government? _____ If yes, provide complete details, including when, where and why.

DRAFT

19. Has any owner, stockholder, officer, partner, or employee(s) of the firm been suspended, disqualified, or debarred from doing business by South Carolina, any other State or the Federal Government? _____ If yes, provide complete details, including when, where and why.

20. Have you or any of the individuals or entities referred to above, in the past six years, been indicted, pled guilty, pled *nolo contendere*, or been convicted of embezzlement, theft, forgery, bribery, receiving stolen property, or any other offense indicating a lack of business integrity, or business honesty which seriously and directly affects the question of present responsibility as a consultant in any jurisdiction in the United States? _____ If yes, give complete details.

DRAFT

21. Has the firm, its subsidiaries, affiliates or parent companies ever defaulted on a contract with any Local, State or Federal Government?_____If yes, give complete details.

22. List the firm's subsidiaries, affiliates and parent companies.

23. Is the firm herein offering the submittal, including owners, corporate officers or stockholders, either collectively or individually, currently suspended, disqualified or debarred from doing business with any Local, State or with the Federal Government? If so, list the agency and circumstance.

AFFIDAVIT

_____ BEING DULY SWORN DEPOSES AND SAYS THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AFFIDAVIT FOR AND ON BEHALF OF THE APPLICANT FIRM, AND THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

Sworn and subscribed to before
this _____ day of _____

_____ me on
(Name of Applicant Firm)

(Authorized Signature)

(Notary Public)
(Not an Officer of the firm)

(Print or Type Name)

(Title)

AFFIX
CORPO
RATE
SEAL
HERE

NOTICE: THE TOWN MUST BE NOTIFIED OF ANY SIGNIFICANT CHANGE IN THE INFORMATION FURNISHED IN THIS QUESTIONNAIRE WITHIN FIFTEEN (15) DAYS OF THE OCCURRENCE OF SUCH CHANGE.

DRAFT



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Joshua Gruber, *Deputy Town Manager*
VIA: Marc Orlando, *ICMA-CM, Town Manager*
DATE: May 22, 2023
SUBJECT: Consideration of Resolution Approving the Fiscal Years 2023-2025 Strategic Action Plan

RECOMMENDATION:

Staff recommends the Town Council review and approve the proposed Fiscal Year 2023-2025 Strategic Action Plan.

BACKGROUND:

On January 24th and 25th, the Town Council held a Strategic Plan Workshop to discuss and review the results of its Fiscal Year 2021-2022 Strategic Action Plan along with providing an overview of the strategic planning process. Based on the information that it received, the Town Council provided guidance on the ongoing initiatives that it intended to pursue to completion as well as developing a series of new initiatives that it planned to pursue within an updated strategic plan. The Town Council also stated its desire to utilize this updated strategic plan to communicate the urgency with which it was identifying certain initiatives. Those comments and suggestions were incorporated into the proposed Fiscal Year 2023-2025 Strategic Action Plan document and are identified as the "Top 15 Strategies" for implementation. A copy of this updated document has been attached as an Exhibit to the draft Resolution that is enclosed. Staff is already working to accomplish many of the strategic initiatives contained within the proposed Plan. However, formal adoption by the Town Council is necessary in order to solidify the Town's commitment to achieving these objectives and will be utilized in developing the annual budgets that are both complimentary to the Plan and crucial to accomplishing its goals. Once approved, an electronic copy of the Fiscal Year 2023-2025 Strategic Action Plan will be posted on the Town's website along with an updated copy of the Strategic Action Plan Dashboard. This dashboard will be utilized as one of the primary means of communication to update the public on the progress that is being made within each of the strategic initiatives. Additionally, a workshop will be proposed in or around the August and January timelines to provide a formal status update and review of all project completions that have occurred to that point.

SUMMARY:

Based upon the comments and feedback that Town Council provided at its January Strategic Action Plan Workshop, a draft Fiscal Year 2023-2025 Strategic Action Plan has been created for Town Council's review and approval.

ATTACHMENTS:

1. Resolution Approving the Fiscal Year 2023-2025 Strategic Action Plan
2. Draft Fiscal Year 2023-2025 Strategic Action Plan

TOWN OF HILTON HEAD ISLAND

Strategic Action Plan 2023 - 2025



Presentation Overview

- **Town Mission and Vision**
- **Our Ideals of Excellence**
- ***Our Plan – Key Community Goals***
- ***Core Values and Focus Areas***
- ***Purpose of the Strategic Action Plan***
- ***“Top” 15 Strategies for 2023 – 2024***
- ***Additional Strategies for 2023 – 2024***
- ***Next Steps***



Setting Our Goals

The Town of Hilton Head Island's mission is to promote the health and vitality of the community we serve through ethical and inclusive programs, policies and actions.

Our 2020 – 2040 vision. To reinvent sustainability...again. To focus on revitalization and modernization, and to build an inclusive and diverse community.



What Kind of Community Do We Want to Be?

A community that...

...is welcoming, inclusive, safe, values diversity, and is focused on people

...is recognized as an excellent place to live, work, and visit

...reserves, values, and recognizes our history

...attracts businesses and residents who appreciate our ideals and core values

...is recognized as a best-in-class destination that welcomes visitors and values tourism

...protects the natural environment as a unique quality of our identity

...prioritizes the greater good

...attracts a diverse residential population with competitive live-work options

...recognizes the benefit and value of arts, culture, recreation, healthy living, and education

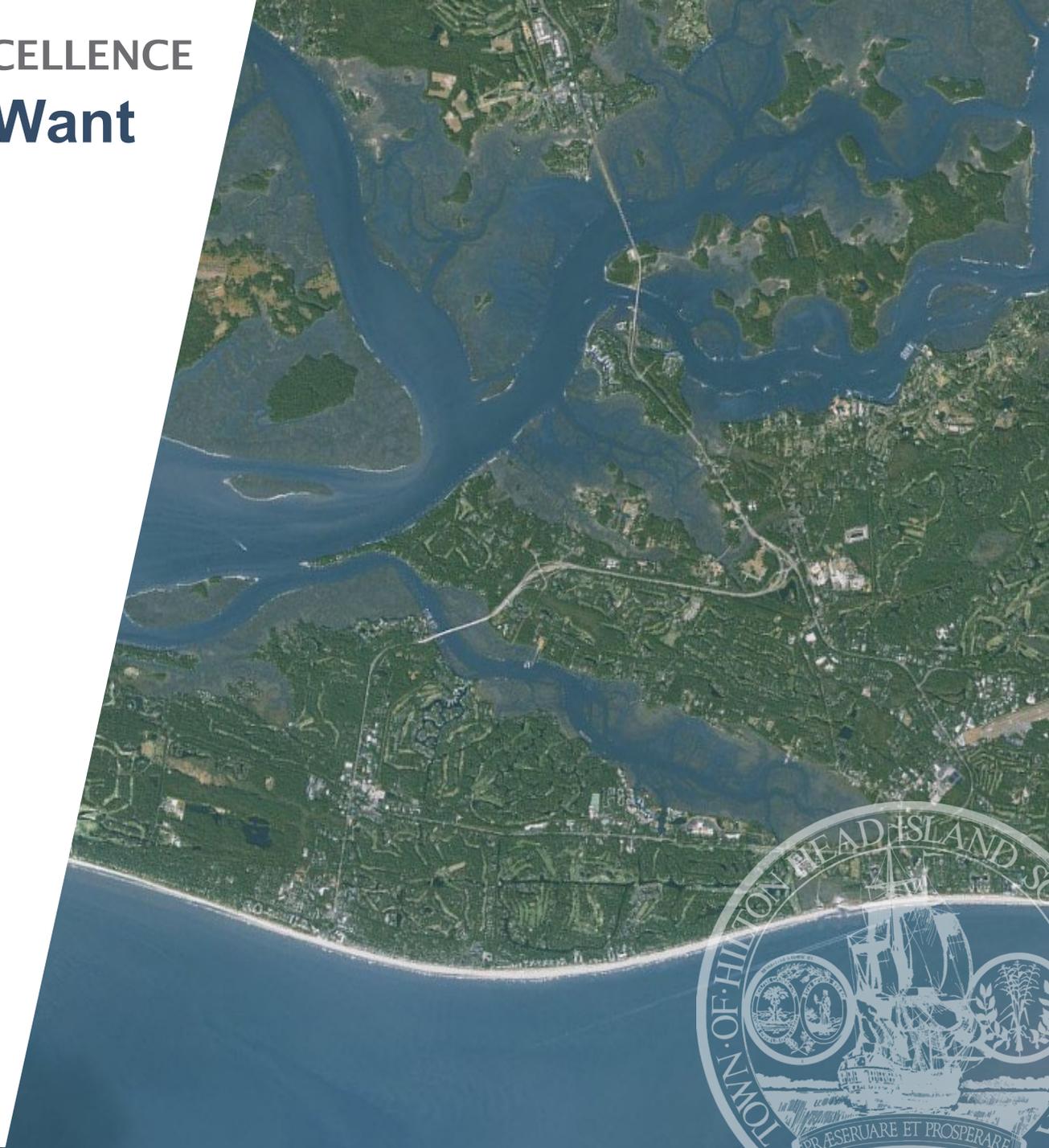
...fosters transparency and inclusion when resolving concerns or planning for the future

...considers sustainability paramount when developing environmental and economic projects and policies

...fosters a spirit of inspiration and leads by example

...uses innovation and learning to continually develop and apply best practices and standards for processes and projects

...continually adapts the Core Values and Comprehensive Plan to meet the needs of the present and future

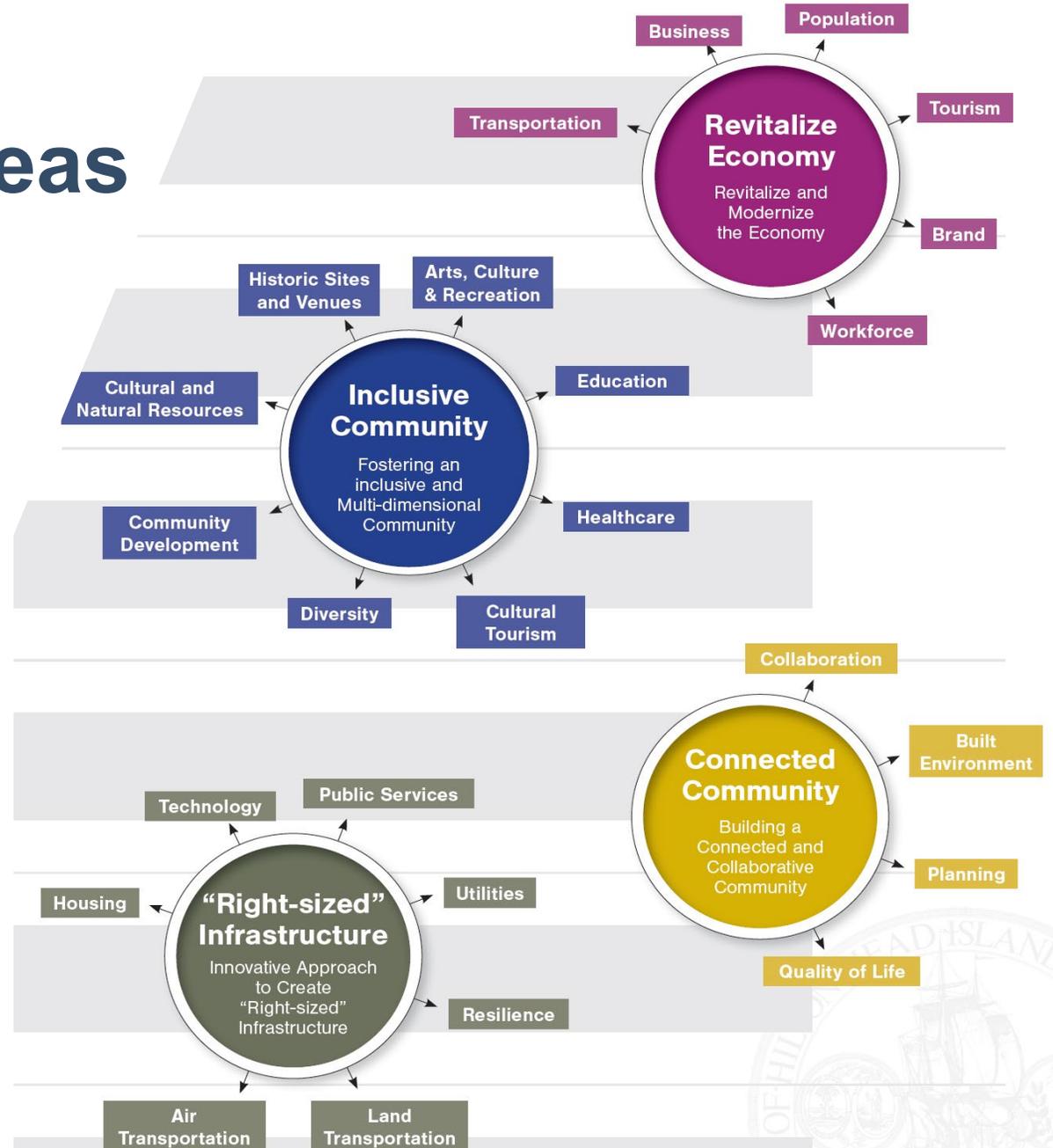
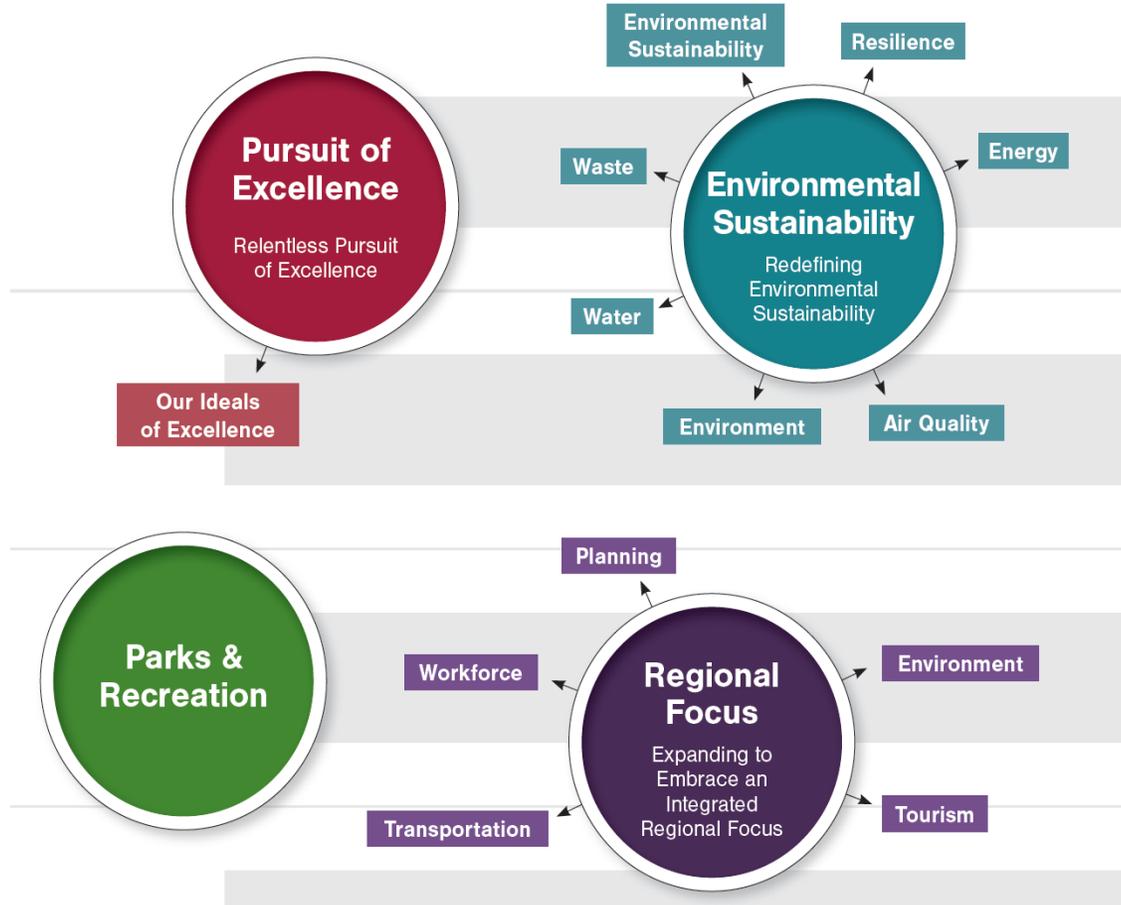


Key Community Goals

- 1 Adopt and pursue **Our Ideals of Excellence**.
- 2 Protect and preserve the **natural environment**.
- 3 Manage **evolving growth** while maintaining the Island's unique aesthetic.
- 4 Provide **exceptional quality of life offerings** in arts, culture, and recreation with best-in class facilities and programming.
- 5 Develop **creative revenue sources** to fund the delivery of capital services, maintenance, operations, and projects meeting the needs of the Town, residents, and visitors.
- 6 Recognize, respect, and promote **multi-dimensional diversity** on the Island.
- 7 Promote **efficient and secure public services** to meet current and future needs.
- 8 Plan for and mitigate the effects of **climate change, environmental or health concerns**, and natural disasters.
- 9 View the **region as a partner**, not a competitor.
- 10 Foster a **healthy, self-sustaining community** that encourages economic, cultural, and demographic diversity.



Core Values and Focus Areas



Purpose of the Strategic Action Plan



Purpose of the Strategic Action Plan

- The Strategic Action Plan (Plan) will be updated annually as a road-map for staff to follow while implementing the identified Strategic Initiatives. All initiatives that are not capital improvement projects and require a significant investment of staff support or other similar administrative resources are also included in the Plan.
- Adherence to the prioritized initiatives contained within this document will help to ensure that staff have the sufficient time and resources necessary to successfully meet expectations.
- The use of this Plan will also allow for budgetary decisions to be clearly identified and correlated to each initiative.
- The Plan should be regularly updated as part of the overall annual budget adoption process.



Summary

- This Plan is the guiding document the Town will use to determine how to best utilize the Town's resources over the next one to two years. *Our Plan*, this *Strategic Action Plan* and the Town's annual budget are all complementary puzzle pieces which fit together and guide the Town's work during this time.
- Implementing these prioritized policies of the Town will require discipline and collaboration between the Town Council, Town Manager, staff and various external stakeholders. However, in accomplishing these objectives we will be known as an Island that is recognized for its world-class environments, that embodies the tenets of sustainability, and is recognized as a leader in delivering quality public services.



A white egret is captured in mid-flight over a body of water. The bird's wings are fully extended, showing the intricate feather patterns. Its long, black beak is pointed forward, and its yellow-tipped legs are trailing behind. The background is a calm, blue-grey water surface with subtle ripples.

TOWN OF HILTON HEAD ISLAND

“Top” 15 STRATEGIES FOR 2023 - 2024



Establish a Growth Management Strategy

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

Successfully manage increasing and evolving future growth patterns in a manner that will ensure sustainability of Hilton Head Island's unique character. Additionally, the Town must monitor economic and demographic trends, undertaking a comprehensive list of future planning activities, and proactively protecting the Island's rich natural resources through appropriate design, regulation, and capital investment practices.

- 1.1 Conduct a Hilton Head Island Conditions and Trends Assessment
- 1.2 Establish a Growth Framework Map
- 1.3 Identify District Plan Boundaries and Prioritization
- 1.4 Create and Adopt District Plans
- 1.5 Create a Future Land Use Map
- 1.6 Create an Island Master Plan
- 1.7 Amend the Land Use Element of *Our Plan*
- 1.6 Implement the Mid-Island District Plan
- 1.9 Adopt Zoning Map Amendments
- 1.10 Amend the Land Management Ordinance
- 1.11 Establish a Development Improvement Program
- 1.12 Align Capital Improvement Plan with Growth Framework Strategies

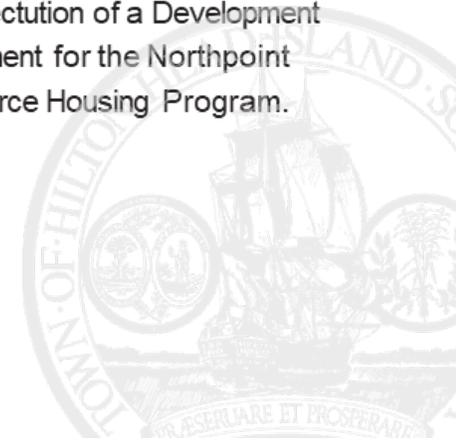


Implement the Workforce Housing Framework: *Finding Home*

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

Workforce housing affordability has been a growing challenge on Hilton Head Island and this negative trend has been accelerating over the last five years. Without deliberate action to counteract these trends, the Town will continue to lose its valuable share of workforce housing, home-by-home, or family-by-family. The Workforce Housing Framework is a commitment to preserve and expand workforce housing options on Hilton Head Island through the adoption of four (4) foundational pillars: Community, Planning, Management, and Revenue. Collectively, these pillars establish the enabling structure to assign future policy, programs, organizational capacity, resources, and management.

- 2.1 Community
 - 2.1.1 Commit to develop, maintain, and support partnerships and relationships with community organizations, as well as regional and state partners to collaboratively address local workforce housing needs.
 - 2.1.2 Engage with a Housing Action Committee to coordinate with community groups in the housing space, while cultivating an ongoing housing dialogue, engagement with the community in housing education, planning, innovation and provide advice and recommendations.
- 2.2 Planning
 - 2.2.1 Commit to create a multi-year workforce housing action plan that will include a range of prioritized housing tactics and tools.
- 2.3 Management
 - 2.3.1 Commit to adding dedicated staff to provide coordination and planning.
 - 2.3.2 Commit to explore the creation of a professionally managed housing organization.
 - 2.3.3 Commit to and maintain a dashboard of core metrics.
- 2.4 Revenue
 - 2.4.1 Commit to a funding plan that meets the needs of the multi-year workforce housing action plan.
- 2.5 Northpoint Public-Private Partnership
 - 2.5.1 Successfully complete the execution of a Development Agreement for the Northpoint Workforce Housing Program.



Adopt Major Corridors/Street Enhancement Policies

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

The Town has prepared a Major Thoroughfare Corridors Plan which when implemented, will address improvements to the Island's major thoroughfares including William Hilton Parkway, Main Street, Pope Avenue, New Orleans Road, Arrow Road, and Palmetto Bay Road. These improvements will be aimed at improving safety, beautification, and consistency to include landscaping and aesthetics, pathways, intersections, roadways, transit, and wayfinding.

□ 3.1 Adopt Major Corridors Improvement Plans for:

- William Hilton Parkway
- Palmetto Bay Road
- Pope Avenue
- New Orleans Road
- Main Street
- Sea Pines Circle/Greenwood Drive
- Arrow Road
- Others/TBD

□ 3.2 Implement Corridor Safety and Beautification Enhancement Projects

□ 3.3 Adopt a Complete Streets Policy

Purpose: Adopt a Complete Streets policy that will look at planning, designing, building, operating, and maintaining streets in a manner that enables safe access for all people who need to use them, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

□ 3.4 Adopt a Traffic Calming Policy

Purpose: Adopt a policy to provide fair and reasonable application of traffic calming measures within previously established neighborhoods and other qualifying public roadways so as to implement a uniform methodology of installing traffic calming measures that increase public safety and minimize impacts to emergency response services.

□ 3.5 Assist with Cross Island Parkway Toll Booth Removal & Reconfiguration

Purpose: Remove the existing Cross Island Toll Booth infrastructure, reconfigure the roadway and pathway networks through this area, and assess the donation of surplus property to best serve the Town's interests.

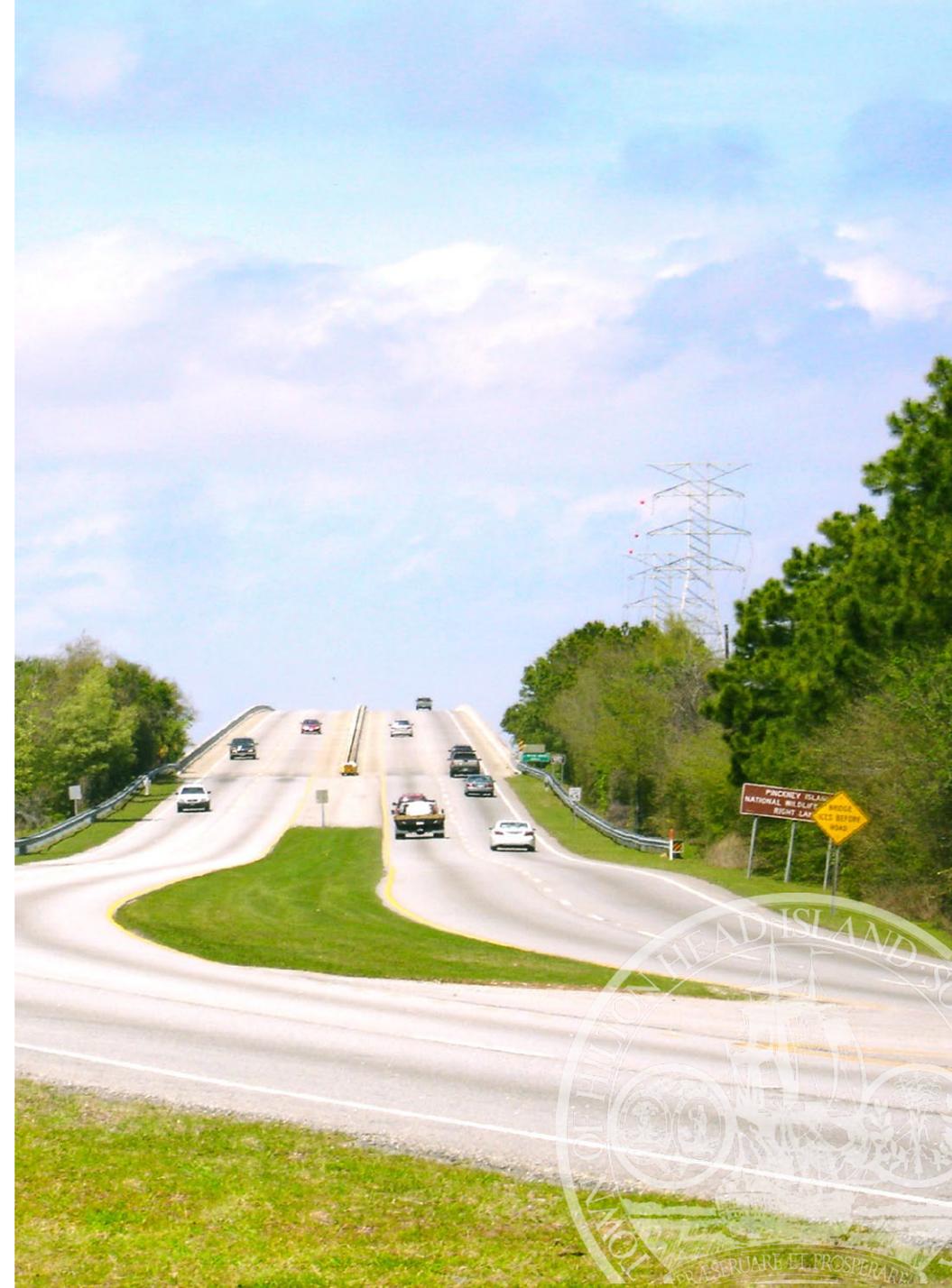


Develop William Hilton Parkway Gateway Corridor Plan

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

Execute the goals and objectives outlined in the adopted "Guiding Principles for the US278 Gateway Corridor Project" as a comprehensive corridor improvement plan stretching from the mainland to the Cross Island Parkway and any/all ancillary or affected areas included therein .

- 4.1 Coordinate with project partners and various community stakeholders to deliver design element recommendations to enhance the overall project consistent with the guiding principles and community values.
- 4.2 Identify land use strategies and solutions that can be incorporated into multimodal transportation corridor plan.
- 4.3 Influence the conversion of William Hilton Parkway Gateway from a highway corridor to a well-articulated boulevard through application of context sensitive design solutions consistent with local values and expectations.
- 4.4 Work with project partners and property and business owners to identify mitigation opportunities to potential project impacts.
- 4.5 Support Town Council in their discussion and overall deliberation of these elements once identified so as to formulate a formal Town Council position on the municipal consent of the gateway corridor project as required by current South Carolina law.
- 4.6 Develop an RFQ/RFP to secure the services for a comprehensive corridor plan for William Hilton Parkway, to include Pope Avenue, Palmetto Bay Road, Main Street, and corresponding adjacent parcels in order to integrate transportation, mobility, land use, landscape, and context sensitive design and consistency throughout the entire corridor.
- 4.7 Establish a Citizen Review Committee for End-to-End Analysis.



Commence Operations of the Gullah Geechee Historic Neighborhoods Community Development Corporation

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

The Gullah Geechee Historic Neighborhoods Community Development Corporation has been formed with a goal of stabilizing, protecting, and promoting historic and culturally sensitive communities on Hilton Head Island. It will create strategic programs related to, but not necessarily limited to, economic development initiatives, affordable housing, streetscaping, neighborhood planning, targeted capital investment, resident education, and other community support service opportunities.

- 5.1 Facilitate community redevelopment within the Gullah Geechee Historic Neighborhoods for the benefit of its Residents.
- 5.2 Foster and promote redevelopment within the Historic Neighborhoods by focusing on promoting cultural resources, protecting cultural assets, and enhancing quality of life.
- 5.3 Prevent gentrification through the preservation of housing opportunities and supporting economic opportunities that allow for existing community residents to remain within their Neighborhoods.
- 5.4 Facilitate business attraction, expansion, and retention as well as providing land planning and development assistance.
- 5.5 Pursue affordable housing opportunities.
- 5.6 Facilitate economic prosperity and advancement opportunities for local businesses and residents within the Neighborhoods and provide such other services that are associated with fulfilling the CDC's mission.



Identify Strengths, Weaknesses, Opportunities & Threats (SWOT) of Hilton Head Island Resiliency and Establish an Island Resiliency Plan

FOCUS AREA: ENVIRONMENTAL SUSTAINABILITY

As Hilton Head Island is a barrier island subject to the impacts of sea level rise and other climate related affects, it is vital that a plan be developed to enhance resiliency of the island's infrastructure and developed areas against future storm events and potential sea level rise. In order to improve the resiliency of the island, the prudent application of climate change science and data to inform our administrative decisions, public policy, and infrastructure investments is critical. By using the most up to date models and sound information on future projections, we can assess vulnerabilities and enhance our adaptive capacity with tools and actions designed to protect the short and long-term interests of our residents and businesses and public infrastructure.

- 6.1 Establish Hilton Head Island tide gauge and participate in statewide sea level monitoring program.
- 6.2 Facilitate partnership discussions with local, state and federal agencies regarding data sharing, grant funding.
- 6.3 Identify critical infrastructure facilities.
- 6.4 Identify all Town ordinances and regulations that could be modified to increase future protections of property, infrastructure, and buildings.
- 6.5 Develop a Resilience Plan that models future sea level rise and storm scenarios to identify inundation impacts and a menu of mitigation actions, each with benefit costs analysis associated with varying levels of protection.
- 6.6 Evaluate and consider changes to zoning and building codes and other ordinance and regulatory changes that will better protect property, infrastructure and buildings against future impacts from sea level rise and climate change.
- 6.7 Develop recommendations and projected budget needs for future mitigation and protection projects, based on near, mid and long-term implementation schedule.
- 6.8 Identify and fund proactive investments in public actions which enhance resistance to and recovery from environmental challenges.
- 6.9 Continue to maintain and replenish appropriate levels of Town disaster relief funds.



Implement the Capital Improvement Program (CIP)

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

The Capital Improvement Program (CIP) is the Town's five-year program for planning capital improvement needs identified in the Comprehensive Plan, and other adopted Town Plans. The CIP links this Plan to the Comprehensive Plan with fiscal capacity. Capital needs are synchronized with operating expenses and tied to forecasted revenues for the current and upcoming fiscal years. It includes projects that improve or maintain a Town asset including new construction, expansion, renovation, or replacement of facilities and equipment. The program follows a yearly planning and budgeting process including recommendations by the Planning Commission and Parks and Recreation Commission with a budget adopted by Town Council. The following list includes the projects by category adopted as part of the FY23-24 budget.

- 7.1 Beach Program Implementation
 - 7.1.1 Beach Management & Monitoring
 - 7.1.2 Beach Renourishment
- 7.2 Pathway Program
 - 7.2.1 Pathways Accessibility & Safety Enhancement
 - 7.2.2 New Pathway Segments
 - Shelter Cove Lane: William Hilton Parkway to Shelter Cove Community Park
 - Phase 1: Boggy Gut Pathway: Cordillo Parkway to Office Park Road, Woodhaven Dr/Ln
 - William Hilton Parkway East Bound: BCSO to Mathews Drive
- 7.3 Roadway Program
 - 7.3.1 Dirt Road Improvement Program
 - 7.3.2 Additional William Hilton Parkway Enhancements
 - 7.3.3 Pope Avenue Enhancements
 - 7.3.4 Main Street Enhancements
- 7.4 Park Program Implementation
 - Mid Island Initiative Area & Park
 - Coligny Beach Parking Area
 - Chaplin Community Park
 - Crossings Park
 - Shelter Cove Community Park
 - Chaplin Linear Park
 - Patterson Family Park



Implement the Capital Improvement Program (CIP)

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

The Capital Improvement Program (CIP) is the Town's five-year program for planning capital improvement needs identified in the Comprehensive Plan, and other adopted Town Plans. The CIP links this Plan to the Comprehensive Plan with fiscal capacity. Capital needs are synchronized with operating expenses and tied to forecasted revenues for the current and upcoming fiscal years. It includes projects that improve or maintain a Town asset including new construction, expansion, renovation, or replacement of facilities and equipment. The program follows a yearly planning and budgeting process including recommendations by the Planning Commission and Parks and Recreation Commission with a budget adopted by Town Council. The following list includes the projects by category adopted as part of the FY23-24 budget.

- 7.5 Facility and Equipment Management Implementation
 - 7.5.1 Town Hall Security & Facility Enhancements
 - 7.5.2 Coastal Discovery Museum Capital Project
 - 7.5.3 IT Equipment & Software
 - 7.5.4 Fire/Medical Systems Equipment
 - 7.5.5 Security Cameras: Shelter Cove Community Park
 - 7.5.6 Automobile Place/Modern Classic Motors Site Enhancements
 - 7.5.7 Fire Hydrant Expansion
 - 7.5.8 Arts Campus Feasibility Study
 - 7.5.9 Stormwater Projects
- 7.6 Fleet Management Implementation
 - 7.6.1 Town Vehicle Replacement
 - Vehicle Outfitting
 - 7.6.2 F+R Apparatus & Vehicle Replacement
 - Engine/Pump Replacement/Quint Company Replacement
 - Fire Rescue Specialty Vehicles
 - Staff Vehicle Replacement
 - Firefighting Foam for Trucks
- 7.7 Land Acquisition Program Management Implementation
 - Soft costs such as surveying, appraisals, and legal fees associated with the acquisition of property to preserve and protect the Island's character.
- 7.8 Housing Program Management Implementation



Update the Town's Land Acquisition Manual

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

The Town of Hilton Head Island has purchased a significant amount of land throughout the Island for a variety of strategic purposes. These have included reducing traffic congestion, preserving open space, providing public access to or views of the water, and other similar actions that are in furtherance of the Town's Comprehensive Plan. However, the Land Acquisition Manual that the Town utilizes to identify and acquire real property has not been updated since 2005 and does not fully reflect that current needs and goals of the Town. The document should be amended and be brought up to date with existing practices, processes, and policies .

- 8.1 Evaluate Land Acquisition Manual updates inclusive of parks, open space, conservation, town facilities, commercial redevelopment, workforce housing, development rights, preservation of historic neighborhoods, etc.
- 8.2 Identify potential funding sources for Land Acquisition Program implementation.



Conduct a Strengths, Weaknesses, Opportunities and Threats (SWOT) of Hilton Head Island Solid Waste and Recycling

FOCUS AREA: ENVIRONMENTAL SUSTAINABILITY

The Town's Our Plan document lays out several goals related to increasing capacity for processing recyclable materials and ensuring the long-term viability of solid waste disposal for the Island. To achieve these objectives, the Town will need to work in coordination with Beaufort County as the agency responsible for household waste streams disposal for the entire county and jointly pursue opportunities that improve recycling and composting rates.

- 9.1 Engage experts in the field of solid waste to assist the Town in performing a SWOT analysis.
- 9.2 Pursue promotional and educational efforts to foster recycling, composting, and litter control.
- 9.3 Engage in dialogue with Beaufort County regarding their long-range solid waste disposal and recycle programs. If they undertake revisions or updates to their long-range plans, actively participate in such discussions in order to represent the goals of the Island in these plans.
- 9.4 Propose discussions with Beaufort County regarding the potential creation of an off-Island materials processing center that would facilitate increased recycling rates from within the Town and the greater region.
- 9.5 Examine the creation of composting models at highly visible sites around the Town.
- 9.6 Evaluate the need to amend Town Code utilizing data obtained as part of the SWOT analysis.



Implement the Destination Marketing Organization (DMO) Marketing Plan & Measure Performance

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

Work with the Town's authorized Destination Marketing Organization to adopt and implement an effective marketing plan that places an emphasis on positive community attributes of Hilton Head Island as a place to live, work, and play. Identify any necessary changes and ensure that Town Council feedback is incorporated into the annual marketing plan. Monitor the performance of the Town's authorized Destination Marketing Organization partner with DMO staff to assess performance against stated goals.

- 10.1 Survey current metrics required by the DMO contract and analyze to achieve Town goals.
- 10.2 Review any metrics recommendations/changes with DMO.
- 10.3 Support DMO Marketing Council in creation of marketing plan to ensure that correct performance measurements are being included and achieved.
- 10.4 Continue monitoring DMO performance and achievement of identified performance measures.
- 10.5 Include Ecotourism (with Assistance from USCB and others), Cultural Tourism, Wellness Tourism, and Sports Tourism into DMO Marketing Materials.



Assess Alternative Revenue Sources and Funding Opportunities

FOCUS AREA: PURSUIT OF EXCELLENCE

In order to support the long-term financial stability of the Town, utilize all available resources at the federal, state and local levels to identify and obtain alternative sources of revenue, grant funding, or other project funding so as to support the strategic goals and objectives of the Town, its organizational operations and its Capital Improvement Plans.



- 11.1 Establish Land Acquisition Funding Strategies:
 - 11.1.1 Beaufort County Greenspace Sales Tax Program
- 11.2 Assessment of Voter Referendum Questions
- 11.3 Identify Dedicated Funding for Workforce Housing Initiatives
- 11.4 Evaluate Mid-Island Tax Increment Financing (TIF) District Creation
- 11.5 Assess Development Permit Fees and Propose Necessary Adjustments
- 11.6 Conduct a Stormwater Utility Rate Study
- 11.7 Assess Municipal Bonding Capabilities
 - 11.7.1 Installment Purchase Revenue Bonds
- 11.8 Adopt an Accommodations Tax Funding Policy



Short-Term Rental Assessment and Program Implementation

FOCUS AREA: PURSUIT OF EXCELLENCE

Conduct a Short-Term Rental program assessment that evaluates the short-term rental program effectiveness on addressing the negative impacts to neighborhoods including environmental impacts, demands on Fire and Rescue services, impacts to public utilities and infrastructure, and impacts of land use intensity. Program assessment will include data on the volume, location, type, and size of short-term rentals on Hilton Head Island in order to better understand, plan, and manage short-term rentals, and to determine if further regulation is necessary.

- 12.1 Review data obtained through the Town's short-term rental software and evaluate permits, location, and magnitude of short-term rentals within the Town.
- 12.2 Review short-term rental permit program efficacy through evaluation of reported violations of the short-term rental requirements and propose necessary adjustments.



Complete Implementation of the Gullah Geechee Task Force Work Plan

FOCUS AREA: INCLUSIVE COMMUNITY

Implement the Framework for the Top 16 Priority Projects from the Gullah Geechee Preservation Report Recommendations as approved by Town Council in 2019. Define the critical path for the remaining recommendations from the report .

- 13.1 Framework for the Top 16 Priority Projects
 - 13.1.1 Significant progress has been made on all Top 16 recommendations, 14 of which have been incorporated into ongoing operations and programs.
 - 13.1.2 Remaining recommendations are being addressed through District Planning and continuous improvement of Town resources and programs.
- 13.2 Define the critical path for remaining 20 recommendations
 - 13.2.1 Coordination and collaboration with community and cultural resources is preferred for establishing the critical path for implementing the remaining recommendations.



Facilitate Relocation of the Historic St. James Baptist Church to Mitigate Impacts Generated from Airport Operations and Corresponding Safety Concerns

FOCUS AREA: CONNECTED COMMUNITY

The Hilton Head Airport has been actively working to retain and attract new commercial airline services. This has included taking actions to ensure that regional business jets can operate from this facility. The Historic St. James Baptist Church has been directly impacted by the increase in airport operations that has resulted from the ability to support regional business jets. The Town has therefore committed to assisting St. James Baptist Church in the successful relocation of its congregation to a mutually agreed upon location that will meet the current and future needs of the church.

- 14.1 Work cooperatively with the leadership from the St. James Baptist Church, Beaufort County, the Hilton Head Island Airport, and the Town of Hilton Head Island to submit an agreed upon relocation plan for consideration by the Federal Aviation Administration.
- 14.2 Monitor Status of FAA submission and provide supplemental information or responses as may be necessary for continued evaluation of the joint proposal.
- 14.3 If the joint relocation plan is approved by the FAA, work with Beaufort County to provide the church with the grant funding sufficient to allow commencement and construction of the relocated facility.
- 14.4 Following approval by the FAA of the relocation plan, assist the Church in the steps necessary to construct a new church facility that will accomplish the approved relocation efforts.



Implement Beach Park Enhancements

FOCUS AREA: PURSUIT OF EXCELLENCE

The Town has over 12 miles of pristine beaches that are routinely identified as being some of, if not the best in the world. This precious resource serves one the most cherished amenities for both Island residents and visitors. The Town must ensure that it maintains the quality of the beach going experience through the development of a comprehensive enhancement plan that will identify physical infrastructure needs of its beach facilities, improvements and upgrades of existing facilities, and take steps necessary to ensure that the public experiences a safe and consistently memorable day at the beach .

- 15.1 Establish a Beach Master Plan
- 15.2 Enhance Beach Shuttle Services - island mobility/connectivity to beaches, parking, employment, and businesses
- 15.3 Consider Beach Experience Regulations - Fishing, Tents, Smoking, Emergency Access Routes, Facility Hours of Operation, Parking Management, Boat Storage on Beach, etc.



TOWN OF HILTON HEAD ISLAND

ADDITIONAL STRATEGIES FOR 2023 - 2024



Pursuit of Excellence

Require and sustain excellence of Place, People, Planning, and Process.

2023

- Implement Cultural Affairs Strategic Plan
- Celebrate 360th Anniversary of the Hilton Head Island Siting
- Celebrate Hilton Head Island 40th Anniversary of Municipal Incorporation
- Develop a New Fire Rescue Strategic Plan
- Adopt & Implement a Human Resources Strategic Plan
- Adopt & Implement a Technology & Innovation Strategic Plan
- Measure and Communicate Return on Public Investment
- Improve Administrative Support Process for Boards, Commissions & Committees
- Research Trends & Implement Best-in-Class Municipal Services Delivery
- Implement American Rescue Plan Funding Appropriations
- Enhance Communications Plan with Strong Social Media Emphasis
- Create a Culture of High Organizational Performance
- Broadcast Transition from Facebook Live to YouTube for Public Meetings

2024

- Evaluate Island Vision Statement, Mission Statement, and Community Value Statement
- Employee Performance Review Program Improvements



Environmental Sustainability

Create a resilient and sustainable environment through planning and policy.

2023

- **Work with Public Service Districts (PSDs) on Long-Term Capital Projects**
- **Establish National Leadership Credibility in Environmental Sustainability & Resource Protection**
- **Assess and Implement an Environmentally Friendly Landscape and Grounds Maintenance Best Practices Program**
- **Host/Sponsor a Resiliency Symposium**
- **Establish a Sustainable Environmental Practices Social Media Campaign**

2024

- **Develop Town-Owned Property Management, Asset Management and Utilization Plan**
- **Acquire Audubon International Sustainable Community Recertification (2-year Term)**



Revitalize Our Economy

Create an Island-appropriate economy that has sufficient depth and breadth to attract and support a diverse resident, visitor, and business population.

2024

- **Establish an Economic Development Strategy**

Connected Community

Facilitate true connectivity in Island physical, social, and cultural environments.

2023

- **Adopt a Food Truck Ordinance and Operational Program**
- **Conduct a Strengths, Weaknesses, Opportunities & Threats (SWOT) Analysis of High-Speed Fiber/Cellular Capabilities**



Inclusive Community

Foster a multi-dimensional, equitable, and diverse community.

2023

- Establish a Public Institutional Partnership with USCB to Support Arts and Cultural Organizations
- Adopt Annual HUD/CDBG Entitlement Program
- Conduct a Community Engagement Survey
- Assist with Implementing Mitchelville Master Plan
- Incorporate Public Art & Culture Projects into New & Existing Parks

Regional Focus

Evaluate how regional expansion will impact immediate and future social, economic, and political planning and policy.

2023

- Assess Revisions of Beaufort County Impact Fees
- Establish Reoccurring Joint Meetings between Hilton Head Island & Beaufort County Council

2024

- Develop a Landmark Protection Program

2024

- Evaluate Access between Hilton Head Island & the Greater Region through Viable Multi-Modal Transportation



“Right-sized” Infrastructure

Align the community’s physical, environmental, and social values with the Capital Improvements Program (CIP) and infrastructure planning.

2023

- Acquire Main Street Right-of-Way
- Adopt Community Addressing Ordinance

Parks & Recreation

Implement the Parks & Recreation Master Plan.

2023

- Assist with Ford Shell Ring Park Development
- Implement the Parks and Recreation Master Plan
- Develop a Parks and Recreation Marketing Plan

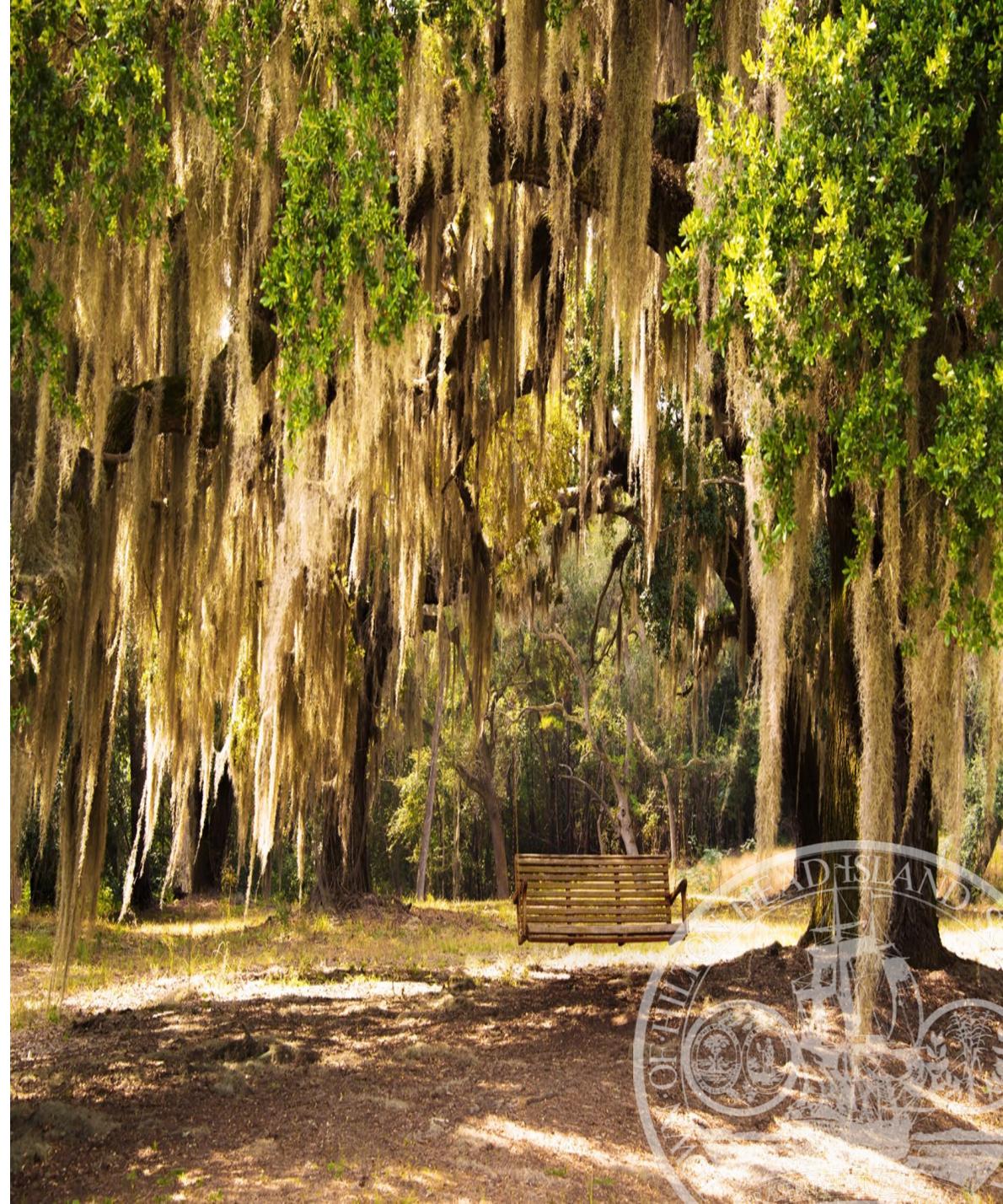
2024

- Establish Beaufort County & Hilton Head Land Trust Northridge Conservation Tract Partnership



Strategic Action Plan – Next Steps

- **Plan Document to Be Printed and Bound Following Adoption**
- **Hard Copies and Digital Copies Will Be Available**
- **New Strategic Plan Dashboard Launched**
- **August Town Council Workshop to Review Project Status and Strategy Updates**



QUESTIONS?

Joshua Gruber

Deputy Town Manager

843.341.4634

joshg@hiltonheadislandsc.gov



HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ADOPTING OF THE FISCAL YEARS 2023-2025 STRATEGIC ACTION PLAN

WHEREAS, the Hilton Head Island Town Council (the “Town Council”) believes that as a Town, it is essential that we move in the right direction to enhance the quality of life for our residents, businesses, and visitors alike; and

WHEREAS, in order to move the Town forward in that right direction, it is vital to develop specific goals and objectives that if achieved, will ensure that our community will promote safe and healthy neighborhoods, foster a strong sense of community, and facilitate a thriving business climate; and

WHEREAS, in order to accomplish these goals and objectives, the Town conducted a Strategic Plan Workshop on January 24th and 25th of this year to discuss and define the strategies and tactics that will be critical achieve to achieving this success; and

WHEREAS, a product of those discussions is the creation of a proposed Fiscal Years 2023-2025 Strategic Action Plan; and

WHEREAS, this Strategic Action Plan formally identifies the specific actions that the Town will undertake to achieve its goals and objectives and advance the interests of its Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA AS FOLLOWS:

- 1.The Fiscal Year 2023-2025 Town of Hilton Head Island Strategic Action Plan is hereby adopted and attached to this Resolution as Exhibit A and incorporated herein by reference.
- 2.The Strategic Action Plan shall be used as guiding principles for Town Council in making decisions on Town-related policy matters.

3. Town staff shall use their best efforts in implementing the strategic initiatives as outlined within the Plan and shall provide regular updates to Town Council and the community on the fulfillment of these strategic objectives.

MOVED, APPROVED, AND ADOPTED ON THIS 6th DAY OF JUNE, 2023.

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

TOWN OF HILTON HEAD ISLAND

Strategic Action Plan 2023 - 2025



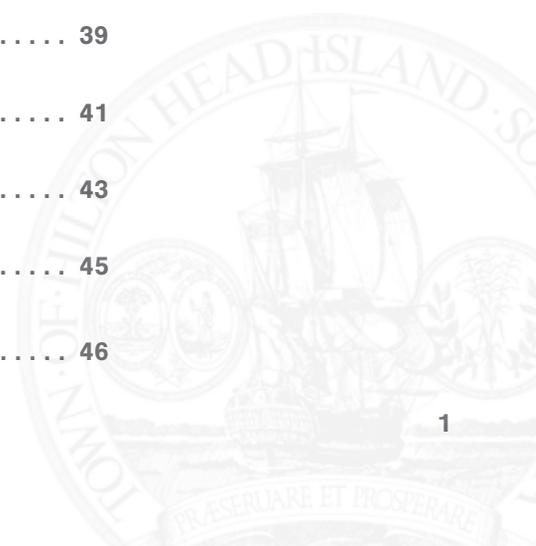


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ALAN PERRY

A Word from the Mayor



As a Town, it is essential that we move in the right direction to enhance our quality of life. In January, the Town Council and Town staff convened for a two-day strategic planning session to set the agenda for Town government in the months ahead. We emerged with a list of 15 priorities around which we are building action plans and formulating strategies.

This Strategic Action Plan represents our work to promote safe and healthy neighborhoods that foster a strong sense of community and facilitate a thriving business climate. It also reflects our desire to achieve operational excellence in Town government, from the day-to-day services we provide for our residents to fiscal responsibility.

As we move this plan forward, we hope it will be the foundation for us to engage with our constituents and build a connected community with properly maintained infrastructure, facilities, parks, and pathways. Our Town Council and Town Staff are committed to addressing our challenges and delivering quality municipal service to our residents, but we always need your support. We are proud of this strategic action plan and the breadth of projects that will enhance the quality of life for our residents, now and into the future. We encourage you to stay engaged with us and follow the progress of our priorities. Thank you for allowing us the opportunity to serve you.

Town Council



David Ames
Ward 3
Mayor Pro-Tem



Alex Brown
Ward 1



Patsy Brison
Ward 2



Tamara Becker
Ward 4



Steve Alfred
Ward 5



Glenn Stanford
Ward 6





MARC ORLANDO, ICMA-CM

A Word from the Town Manager



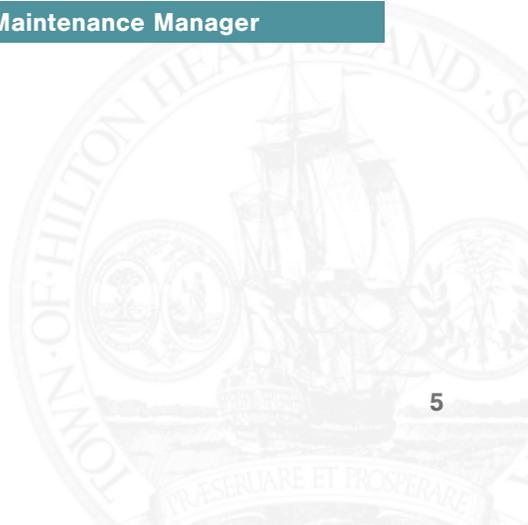
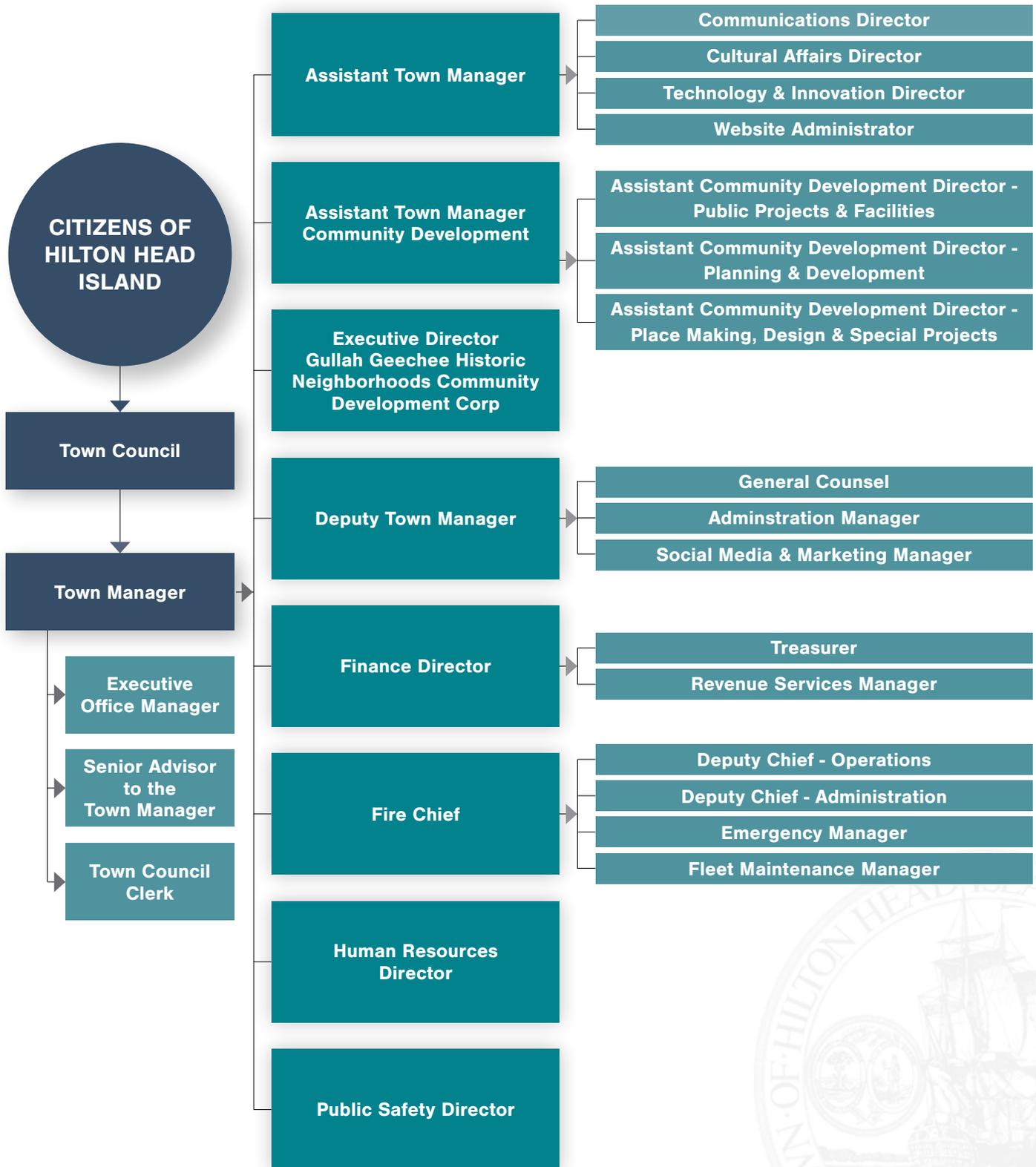
It is my pleasure to present our Strategic Action Plan for the fiscal years 2024 and 2025. It clearly articulates how we plan to preserve our beautiful environment, celebrate our culture, build economic diversity, embrace new projects, and drive our community forward.

As a guiding document, the Strategic Action Plan focuses on the top priorities for our Town—growth management, workforce housing, solutions for traffic and transportation, infrastructure enhancements, economic development, resiliency, recreation, and public safety. It gives Town leaders, staff members, and residents a blueprint of the Town’s work plan while providing a framework for budgetary and policy decisions to advance our identified priorities.

This Strategic Action Plan also follows our comprehensive plan, *Our Plan*. It incorporates *Our Plan*’s mission, vision, and core values: the pursuit of excellence, environmental sustainability, revitalized economy, inclusive community, connected community, regional focus, right-sized infrastructure, parks and recreation, and town organization. Our comprehensive plan, budget and firm commitment to providing world-class municipal services for our community underlies every strategic objective. As we navigate our future, this document will guide us on where, when, and how to use our Town’s resources to meet the needs of our community.

I am privileged to work with and lead our talented staff as we execute our Strategic Action Plan. I am also grateful to our residents and business owners for their support in advancing our objectives. Thank you for allowing my team and me to serve you.

Town of Hilton Head Organization Chart



Town Staff

Executive

Marc Orlando, ICMA-CM Town Manager
Joshua A. Gruber, JD, MPA Deputy Town Manager
Angie Stone, IPMA-SCP Assistant Town Manager
Shawn A. Colin, AICP Assistant Town Manager—Community Development
Executive Director (vacant). Community Development Corporation
Ben Brown. Senior Advisor to the Town Manager
Kim Gammon. Town Clerk

Departments

Carolyn Grant Communications Director
Natalie Harvey. Director of Cultural Affairs
Lisa Stauffer Director of Human Resources
Chris Blankenship. Fire Chief
John Troyer Finance Director
Tommy Sunday Technology & Innovation Director
Bob Bromage Director of Public Safety



Setting Our Goals

The Town of Hilton Head Island's **mission** is to promote the health and vitality of the community we serve through ethical and inclusive programs, policies and actions.

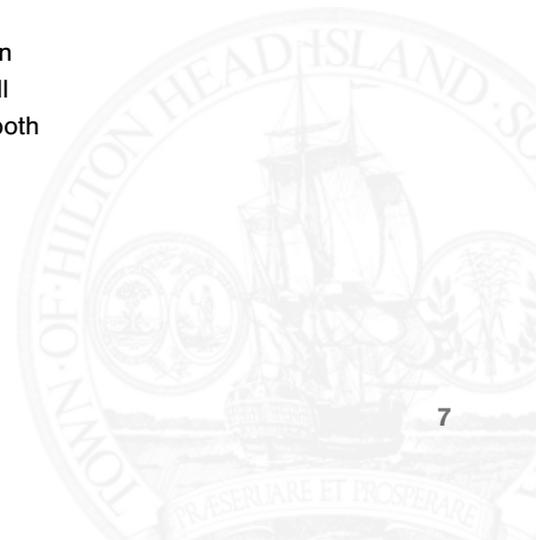
The Town of Hilton Head Island adopted *Our Plan*, the 2020 to 2040 Comprehensive Plan, as a dynamic policy development tool that reflects many integral components of the Island's community fabric. It is intended to be used as a guide book for the Town and community leaders as they seek to

strengthen and preserve the Island character while effectively overseeing the Island's growth and development. In developing *Our Plan*'s goals, emphasis was placed on revitalizing and modernizing the Island's economy and infrastructure while at the same time building an inclusive and diverse community.

Our 2020-2040 vision: To reinvent sustainability...again. To focus on revitalization and modernization, and to build an inclusive and diverse community.

Achieving these goals will result in a community that is balanced in the areas of viable economic development, a resilient built environment, and equitable social conditions. In order to achieve many of the goals identified within

Our Plan, it is necessary to develop an effective Strategic Action Plan that will clearly engage and communicate to both internal and external stakeholders.



What Kind of Community Do We Want to Be?

A community that...

...is welcoming, inclusive, safe, values diversity, and is focused on people

...is recognized as an excellent place to live, work, and visit

...reserves, values, and recognizes our history

...attracts businesses and residents who appreciate our ideals and core values

...is recognized as a best-in-class destination that welcomes visitors and values tourism

...protects the natural environment as a unique quality of our identity

...prioritizes the greater good

...attracts a diverse residential population with competitive live-work options

...recognizes the benefit and value of arts, culture, recreation, healthy living, and education

...fosters transparency and inclusion when resolving concerns or planning for the future

...considers sustainability paramount when developing environmental and economic projects and policies

...fosters a spirit of inspiration and leads by example

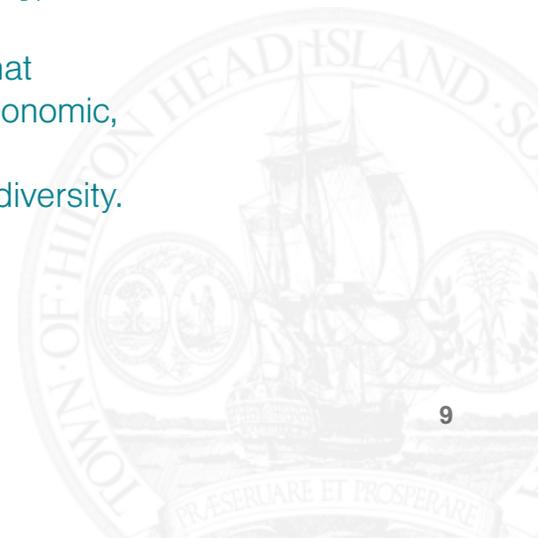
...uses innovation and learning to continually develop and apply best practices and standards for processes and projects

...continually adapts the Core Values and Comprehensive Plan to meet the needs of the present and future

Key Community Goals

The development of *Our Plan* utilized extensive community input as part of the plan creation process. During these discussions, many of the same recurring ideas became clearly defined and were subsequently organized into 10 Key Community Goals:

- 1 ▶ Adopt and pursue **Our Ideals of Excellence.**
- 2 ▶ Protect and preserve the **natural environment.**
- 3 ▶ Manage **evolving growth** while maintaining the Island's unique aesthetic.
- 4 ▶ Provide **exceptional quality of life offerings** in arts, culture, and recreation with best-in class facilities and programming.
- 5 ▶ Develop **creative revenue sources** to fund the delivery of capital services, maintenance, operations, and projects meeting the needs of the Town, residents, and visitors.
- 6 ▶ Recognize, respect, and promote **multi-dimensional diversity** on the Island.
- 7 ▶ Promote **efficient and secure public services** to meet current and future needs.
- 8 ▶ Plan for and mitigate the effects of **climate change, environmental or health concerns,** and natural disasters.
- 9 ▶ View the **region as a partner,** not a competitor.
- 10 ▶ Foster a **healthy, self-sustaining community** that encourages economic, cultural, and demographic diversity.

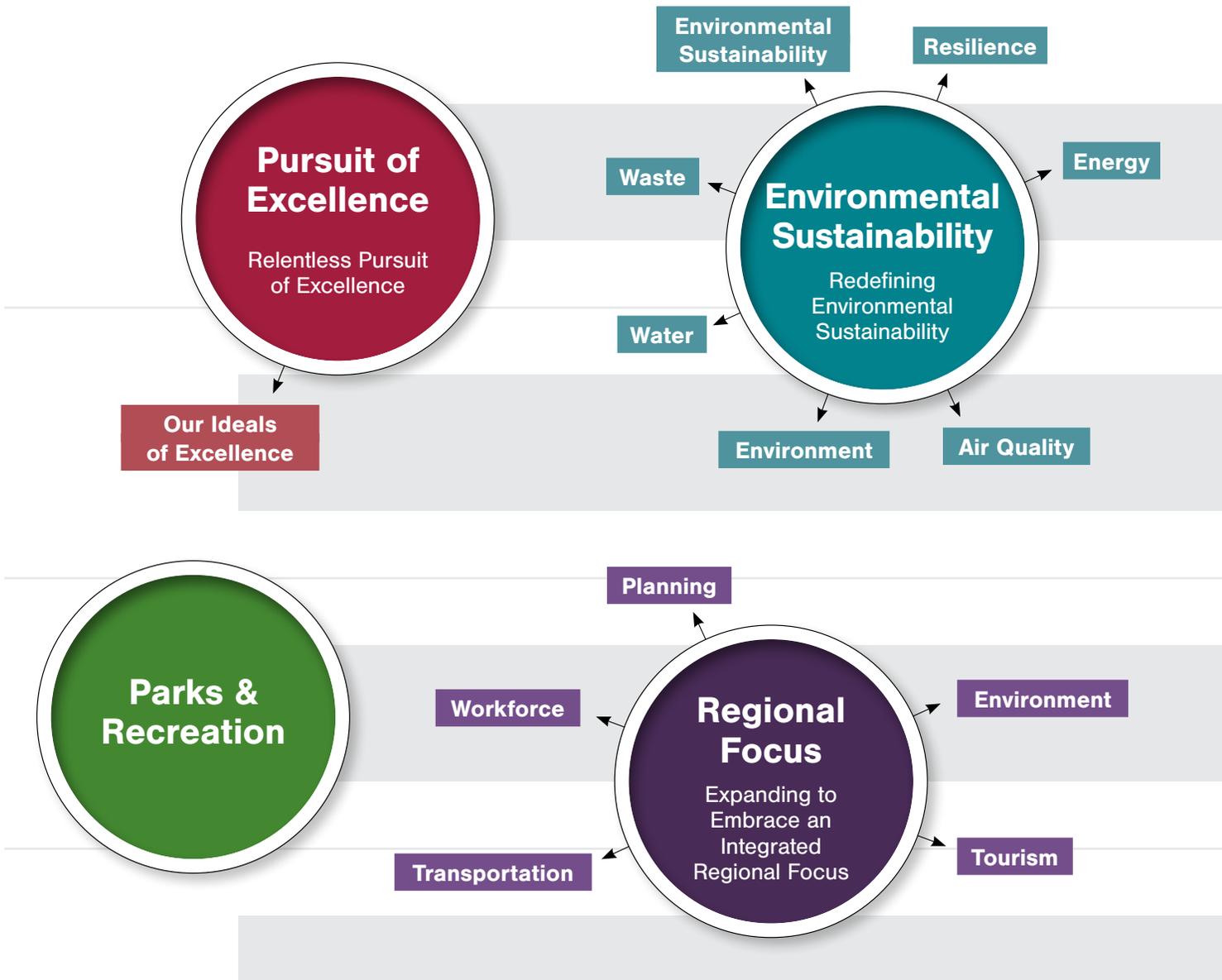


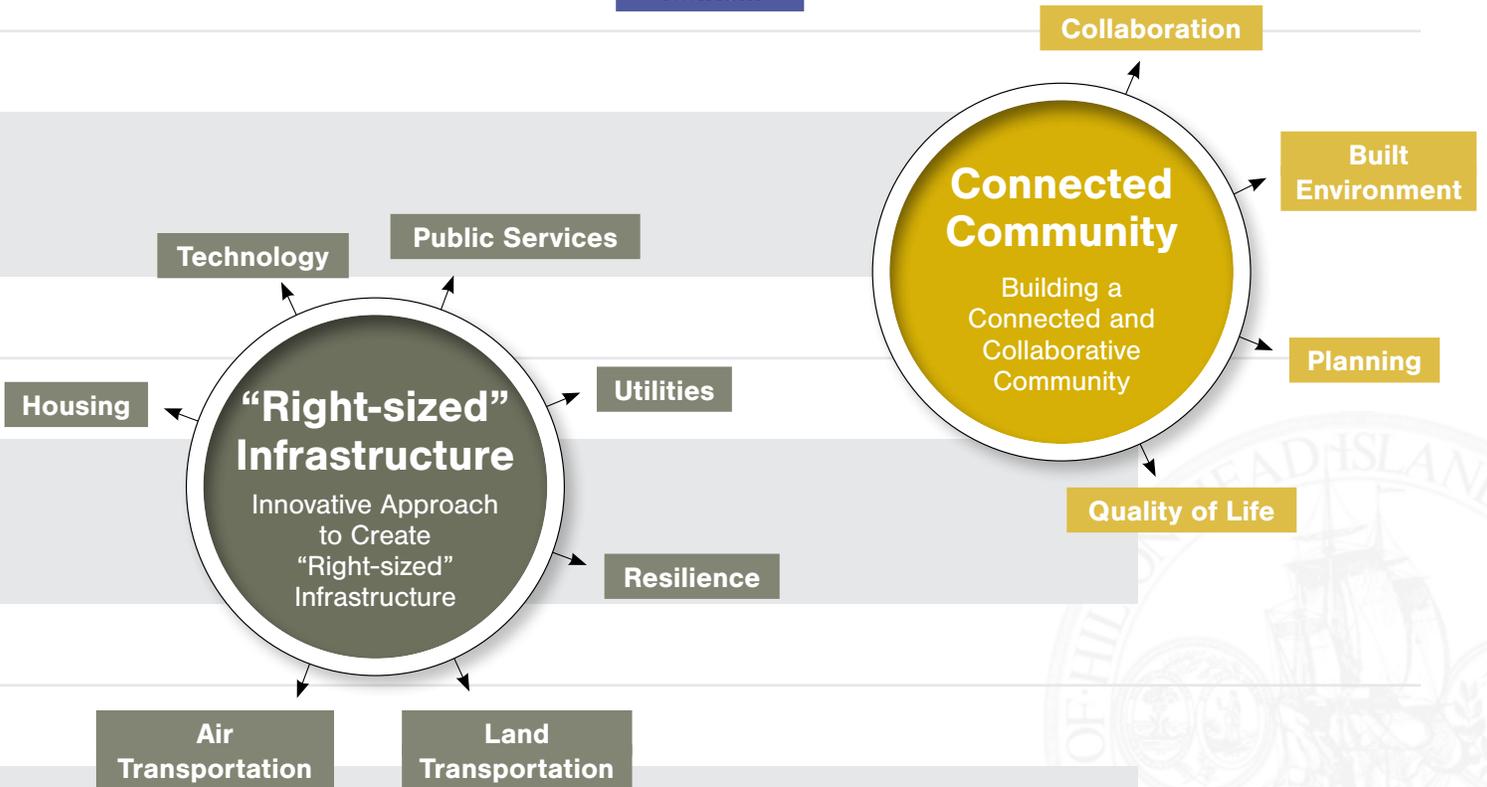
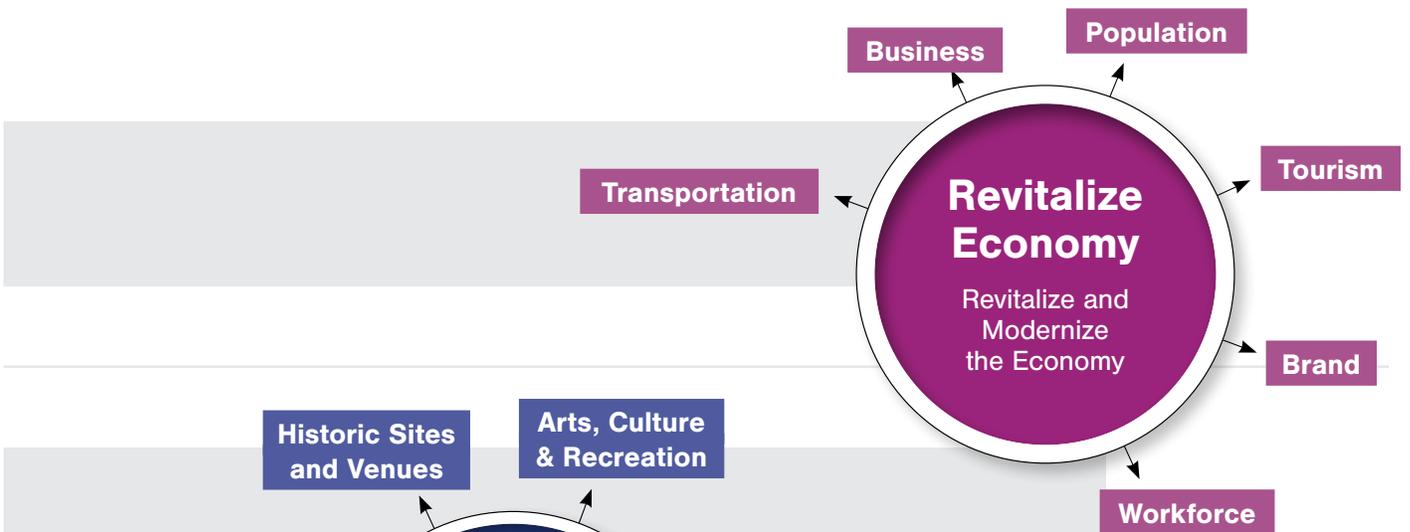
OUR IDEALS OF EXCELLENCE

Core Values & Focus Areas

The broad goals developed following the Key Community Themes were the foundation for the strategies outlined by the Core Values within the *Our Plan* document. Further, this Strategic Action Plan has identified Focus Areas that correspond with and are anchored in the Core Values and Parks and Recreation.

While Parks and Recreation is an Element and not a Core Value in *Our Plan*, it is included in this Plan as a Focus Area. Parks and Recreation is representative of significant investment by the Town in numerous capital projects and initiatives, and it is a key factor of an Inclusive Community.

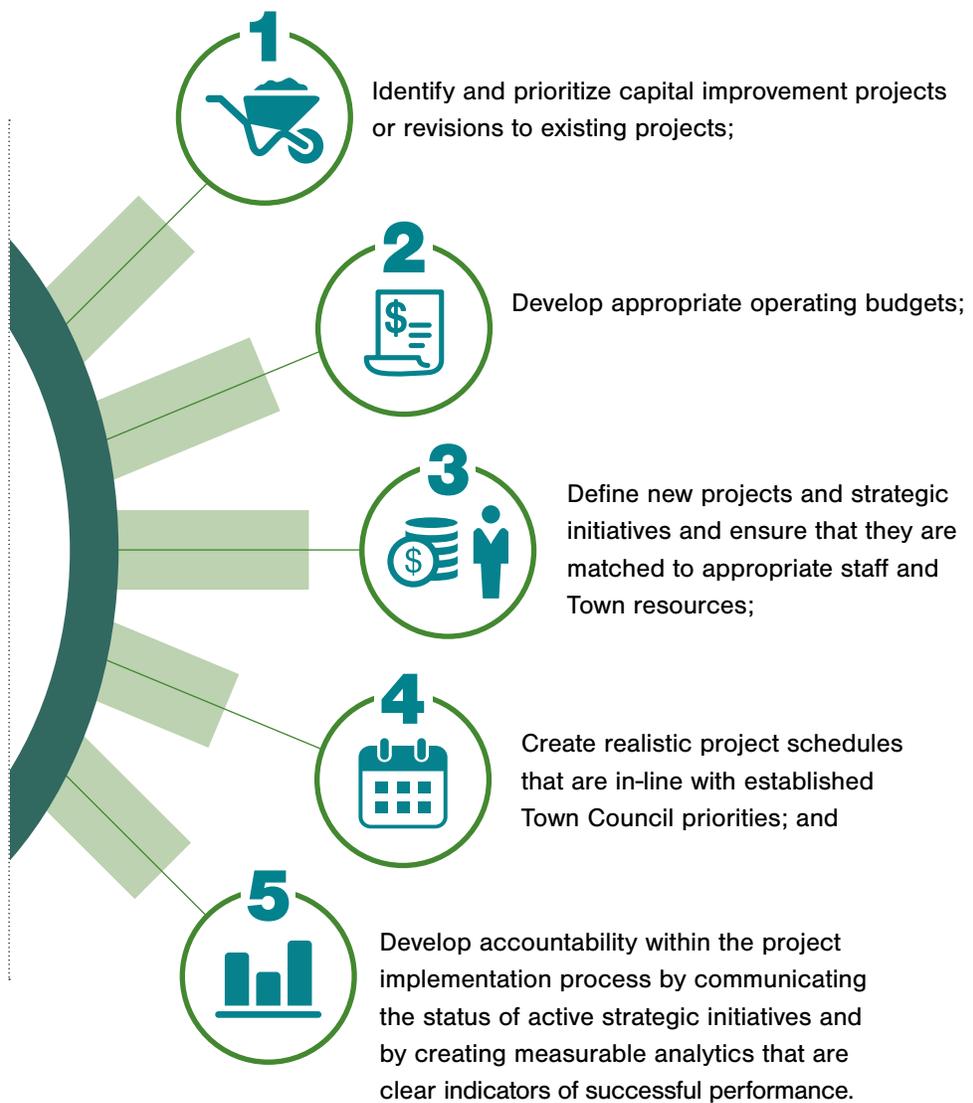




Purpose of the Strategic Action Plan

A strategic action plan presents in sufficient detail the intended activities of staff and associated agencies necessary to successfully implement the policy directions of Town Council in furthering the Town's

Mission. By clearly identifying agreed upon Focus Areas in this Plan and the corresponding Strategic Initiatives within these Focus Areas, the Town will be able to:



How the Plan Will be Used

The Strategic Action Plan (Plan) will be updated annually as a road-map for staff to follow while implementing the identified Strategic Initiatives. All initiatives that are not capital improvement projects and require a significant investment of staff support or other similar administrative resources are also included in the Plan.

Adherence to the prioritized initiatives contained within this document will help to ensure that staff have the sufficient time and resources necessary to successfully meet expectations. The use of this Plan will also allow for budgetary decisions to be clearly identified and correlated to each initiative. The Plan should be regularly updated as part of the overall annual budget adoption process.

Any new Strategic Initiatives identified by Town Council following the adoption of the Plan will require coordination with the Town Manager to determine how such projects are ultimately implemented in light of any ongoing project(s) within the approved Plan. This will result in either a reprioritization of ongoing projects or the inclusion of new initiatives as part of future annual strategic action plans and operational budgets.



Summary

This Plan is the guiding document the Town will use to determine how to best utilize the Town's resources over the next one to two years. *Our Plan*, this *Strategic Action Plan* and the Town's annual budget are all complementary puzzle pieces which fit together and guide the Town's work during this time.

Implementing these prioritized policies of the Town will require discipline and collaboration between the Town Council, Town Manager, staff and various external stakeholders. However, in accomplishing these objectives we will be known as an Island that is recognized for its world-class environments, that embodies the tenets of sustainability, and is recognized as a leader in delivering quality public services.







Top 15 Strategies for 2023







STRATEGY #1

Establish a Growth Management Strategy

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

Successfully manage increasing and evolving future growth patterns in a manner that will ensure sustainability of Hilton Head Island's unique character. Additionally, the Town must monitor economic and demographic trends, undertaking a comprehensive list of future planning activities, and proactively protecting the Island's rich natural resources through appropriate design, regulation, and capital investment practices.

- 1.1 Conduct a Hilton Head Island Conditions and Trends Assessment
- 1.2 Establish a Growth Framework Map
- 1.3 Identify District Plan Boundaries and Prioritization
- 1.4 Create and Adopt District Plans
- 1.5 Create a Future Land Use Map
- 1.6 Create an Island Master Plan
- 1.7 Amend the Land Use Element of *Our Plan*
- 1.6 Implement the Mid-Island District Plan
- 1.9 Adopt Zoning Map Amendments
- 1.10 Amend the Land Management Ordinance
- 1.11 Establish a Development Improvement Program
- 1.12 Align Capital Improvement Plan with Growth Framework Strategies







STRATEGY #2

Implement the Workforce Housing Framework: *Finding Home*

FOCUS AREA: “RIGHT-SIZED” INFRASTRUCTURE

Workforce housing affordability has been a growing challenge on Hilton Head Island and this negative trend has been accelerating over the last five years. Without deliberate action to counteract these trends, the Town will continue to lose its valuable share of workforce housing, home-by-home, or family-by-family. The Workforce Housing Framework is a commitment to preserve and expand workforce housing options on Hilton Head Island through the adoption of four (4) foundational pillars: Community, Planning, Management, and Revenue. Collectively, these pillars establish the enabling structure to assign future policy, programs, organizational capacity, resources, and management.

❑ 2.1 Community

❑ 2.1.1 Commit to develop, maintain, and support partnerships and relationships with community organizations, as well as regional and state partners to collaboratively address local workforce housing needs.

❑ 2.1.2 Engage with a Housing Action Committee to coordinate with community groups in the housing space, while cultivating an ongoing housing dialogue, engagement with the community in housing education, planning, innovation and provide advice and recommendations.

❑ 2.2 Planning

❑ 2.2.1 Commit to create a multi-year workforce housing action plan that will include a range of prioritized housing tactics and tools.

❑ 2.3 Management

❑ 2.3.1 Commit to adding dedicated staff to provide coordination and planning.

❑ 2.3.2 Commit to explore the creation of a professionally managed housing organization.

❑ 2.3.3 Commit to and maintain a dashboard of core metrics.

❑ 2.4 Revenue

❑ 2.4.1 Commit to a funding plan that meets the needs of the multi-year workforce housing action plan.

❑ 2.5 Northpoint Public-Private Partnership

❑ 2.5.1 Successfully complete the execution of a Development Agreement for the Northpoint Workforce Housing Program.





STRATEGY #3

Adopt Major Corridors/Street Enhancement Policies

FOCUS AREA: “RIGHT-SIZED” INFRASTRUCTURE

The Town has prepared a Major Thoroughfare Corridors Plan which when implemented, will address improvements to the Island’s major thoroughfares including William Hilton Parkway, Main Street, Pope Avenue, New Orleans Road, Arrow Road, and Palmetto Bay Road. These improvements will be aimed at improving safety, beautification, and consistency to include landscaping and aesthetics, pathways, intersections, roadways, transit, and wayfinding.

❑ 3.1 Adopt Major Corridors Improvement Plans for:

- William Hilton Parkway
- Palmetto Bay Road
- Pope Avenue
- New Orleans Road
- Main Street
- Sea Pines Circle/Greenwood Drive
- Arrow Road
- Others/TBD

❑ 3.2 Implement Corridor Safety and Beautification Enhancement Projects

❑ 3.3 Adopt a Complete Streets Policy

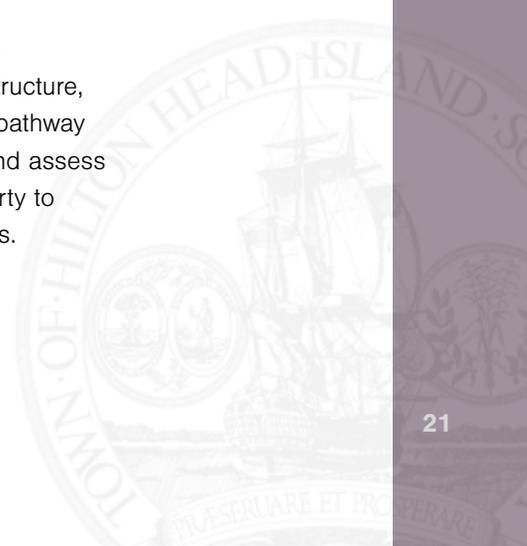
Purpose: Adopt a Complete Streets policy that will look at planning, designing, building, operating, and maintaining streets in a manner that enables safe access for all people who need to use them, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

❑ 3.4 Adopt a Traffic Calming Policy

Purpose: Adopt a policy to provide fair and reasonable application of traffic calming measures within previously established neighborhoods and other qualifying public roadways so as to implement a uniform methodology of installing traffic calming measures that increase public safety and minimize impacts to emergency response services.

❑ 3.5 Assist with Cross Island Parkway Toll Booth Removal & Reconfiguration

Purpose: Remove the existing Cross Island Toll Booth infrastructure, reconfigure the roadway and pathway networks through this area, and assess the donation of surplus property to best serve the Town’s interests.







STRATEGY #4

Develop William Hilton Parkway Gateway Corridor Plan

FOCUS AREA: “RIGHT-SIZED” INFRASTRUCTURE

Execute the goals and objectives outlined in the adopted “Guiding Principles for the US278 Gateway Corridor Project” as a comprehensive corridor improvement plan stretching from the mainland to the Cross Island Parkway and any/all ancillary or affected areas included therein.

- ❑ 4.1 Coordinate with project partners and various community stakeholders to deliver design element recommendations to enhance the overall project consistent with the guiding principles and community values.
- ❑ 4.2 Identify land use strategies and solutions that can be incorporated into multimodal transportation corridor plan.
- ❑ 4.3 Influence the conversion of William Hilton Parkway Gateway from a highway corridor to a well-articulated boulevard through application of context sensitive design solutions consistent with local values and expectations.
- ❑ 4.4 Work with project partners and property and business owners to identify mitigation opportunities to potential project impacts.
- ❑ 4.5 Support Town Council in their discussion and overall deliberation of these elements once identified so as to formulate a formal Town Council position on the municipal consent of the gateway corridor project as required by current South Carolina law.
- ❑ 4.6 Develop an RFQ/RFP to secure the services for a comprehensive corridor plan for William Hilton Parkway, to include Pope Avenue, Palmetto Bay Road, Main Street, and corresponding adjacent parcels in order to integrate transportation, mobility, land use, landscape, and context sensitive design and consistency throughout the entire corridor.
- ❑ 4.7 Establish a Citizen Review Committee for End-to-End Analysis.







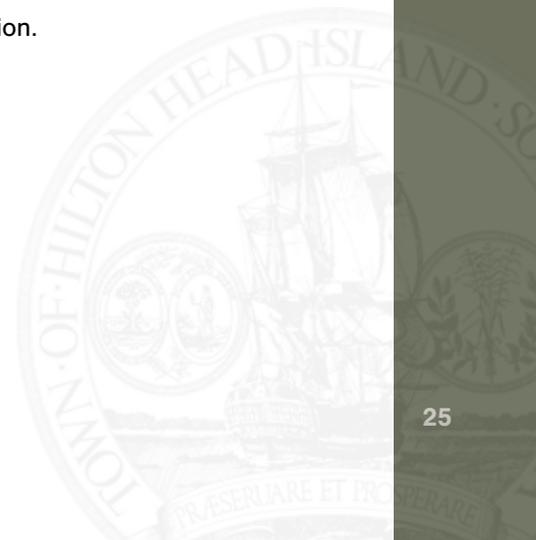
STRATEGY #5

Commence Operations of the Gullah Geechee Historic Neighborhoods Community Development Corporation

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

The Gullah Geechee Historic Neighborhoods Community Development Corporation has been formed with a goal of stabilizing, protecting, and promoting historic and culturally sensitive communities on Hilton Head Island. It will create strategic programs related to, but not necessarily limited to, economic development initiatives, affordable housing, streetscaping, neighborhood planning, targeted capital investment, resident education, and other community support service opportunities.

- ❑ 5.1 Facilitate community redevelopment within the Gullah Geechee Historic Neighborhoods for the benefit of its Residents.
- ❑ 5.2 Foster and promote redevelopment within the Historic Neighborhoods by focusing on promoting cultural resources, protecting cultural assets, and enhancing quality of life.
- ❑ 5.3 Prevent gentrification through the preservation of housing opportunities and supporting economic opportunities that allow for existing community residents to remain within their Neighborhoods.
- ❑ 5.4 Facilitate business attraction, expansion, and retention as well as providing land planning and development assistance.
- ❑ 5.5 Pursue affordable housing opportunities.
- ❑ 5.6 Facilitate economic prosperity and advancement opportunities for local businesses and residents within the Neighborhoods and provide such other services that are associated with fulfilling the CDC's mission.







STRATEGY #6

Identify Strengths, Weaknesses, Opportunities & Threats (SWOT) of Hilton Head Island Resiliency and Establish an Island Resiliency Plan

FOCUS AREA: ENVIRONMENTAL SUSTAINABILITY

As Hilton Head Island is a barrier island subject to the impacts of sea level rise and other climate related affects, it is vital that a plan be developed to enhance resiliency of the island's infrastructure and developed areas against future storm events and potential sea level rise. In order to improve the resiliency of the island, the prudent application of climate change science and data to inform our administrative decisions, public policy, and infrastructure investments is critical. By using the most up to date models and sound information on future projections, we can assess vulnerabilities and enhance our adaptive capacity with tools and actions designed to protect the short and long-term interests of our residents and businesses and public infrastructure.

- ❑ 6.1 Establish Hilton Head Island tide gauge and participate in statewide sea level monitoring program.
- ❑ 6.2 Facilitate partnership discussions with local, state and federal agencies regarding data sharing, grant funding.
- ❑ 6.3 Identify critical infrastructure facilities.
- ❑ 6.4 Identify all Town ordinances and regulations that could be modified to increase future protections of property, infrastructure, and buildings.
- ❑ 6.5 Develop a Resilience Plan that models future sea level rise and storm scenarios to identify inundation impacts and a menu of mitigation actions, each with benefit costs analysis associated with varying levels of protection.
- ❑ 6.6 Evaluate and consider changes to zoning and building codes and other ordinance and regulatory changes that will better protect property, infrastructure and buildings against future impacts from sea level rise and climate change.



- ❑ 6.7 Develop recommendations and projected budget needs for future mitigation and protection projects, based on near, mid and long-term implementation schedule.
- ❑ 6.8 Identify and fund proactive investments in public actions which enhance resistance to and recovery from environmental challenges.
- ❑ 6.9 Continue to maintain and replenish appropriate levels of Town disaster relief funds.





STRATEGY #7

Implement the Capital Improvement Program (CIP)

FOCUS AREA: “RIGHT-SIZED” INFRASTRUCTURE

The Capital Improvement Program (CIP) is the Town’s five-year program for planning capital improvement needs identified in the Comprehensive Plan, and other adopted Town Plans. The CIP links this Plan to the Comprehensive Plan with fiscal capacity. Capital needs are synchronized with operating expenses and tied to forecasted revenues for the current and upcoming fiscal years. It includes projects that improve or maintain a Town asset including new construction, expansion, renovation, or replacement of facilities and equipment. The program follows a yearly planning and budgeting process including recommendations by the Planning Commission and Parks and Recreation Commission with a budget adopted by Town Council. The following list includes the projects by category adopted as part of the FY23-24 budget.

❑ 7.1 Beach Program Implementation

- ❑ 7.1.1 Beach Management & Monitoring
- ❑ 7.1.2 Beach Renourishment

❑ 7.2 Pathway Program

- ❑ 7.2.1 Pathways Accessibility & Safety Enhancement
- ❑ 7.2.2 New Pathway Segments

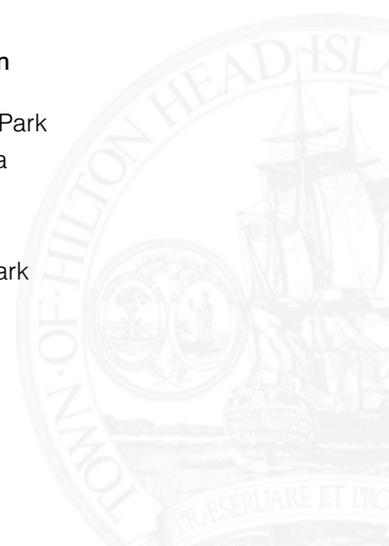
- Shelter Cove Lane: William Hilton Parkway to Shelter Cove Community Park
- Phase 1: Boggy Gut Pathway: Cordillo Parkway to Office Park Road, Woodhaven Dr/Ln
- William Hilton Parkway East Bound: BCSO to Mathews Drive

❑ 7.3 Roadway Program

- ❑ 7.3.1 Dirt Road Improvement Program
- ❑ 7.3.2 Additional William Hilton Parkway Enhancements
- ❑ 7.3.3 Pope Avenue Enhancements
- ❑ 7.3.4 Main Street Enhancements

❑ 7.4 Park Program Implementation

- Mid Island Initiative Area & Park
- Coligny Beach Parking Area
- Chaplin Community Park
- Crossings Park
- Shelter Cove Community Park
- Chaplin Linear Park
- Patterson Family Park





❑ 7.5 Facility and Equipment Management Implementation

❑ 7.5.1 Town Hall Security & Facility Enhancements

❑ 7.5.2 Coastal Discovery Museum Capital Project

❑ 7.5.3 IT Equipment & Software

❑ 7.5.4 Fire/Medical Systems Equipment

❑ 7.5.5 Security Cameras: Shelter Cove Community Park

❑ 7.5.6 Automobile Place/Modern Classic Motors Site Enhancements

❑ 7.5.7 Fire Hydrant Expansion

❑ 7.5.8 Arts Campus Feasibility Study

❑ 7.5.9 Stormwater Projects

❑ 7.6 Fleet Management Implementation

❑ 7.6.1 Town Vehicle Replacement

- Vehicle Outfitting

❑ 7.6.2 F+R Apparatus & Vehicle Replacement

- Engine/Pump Replacement/Quint Company Replacement
- Fire Rescue Specialty Vehicles
- Staff Vehicle Replacement
- Firefighting Foam for Trucks

❑ 7.7 Land Acquisition Program Management Implementation

Soft costs such as surveying, appraisals, and legal fees associated with the acquisition of property to preserve and protect the Island's character.

❑ 7.8 Housing Program Management Implementation





STRATEGY #8

Update the Town's Land Acquisition Manual

FOCUS AREA: "RIGHT-SIZED" INFRASTRUCTURE

The Town of Hilton Head Island has purchased a significant amount of land throughout the Island for a variety of strategic purposes. These have included reducing traffic congestion, preserving open space, providing public access to or views of the water, and other similar actions that are in furtherance of the Town's Comprehensive Plan. However, the Land Acquisition Manual that the Town utilizes to identify and acquire real property has not been updated since 2005 and does not fully reflect that current needs and goals of the Town. The document should be amended and be brought up to date with existing practices, processes, and policies.

- ❑ 8.1 Evaluate Land Acquisition Manual updates inclusive of parks, open space, conservation, town facilities, commercial redevelopment, workforce housing, development rights, preservation of historic neighborhoods, etc.
- ❑ 8.2 Identify potential funding sources for Land Acquisition Program implementation.







STRATEGY #9

Conduct a Strengths, Weaknesses, Opportunities and Threats (SWOT) of Hilton Head Island Solid Waste and Recycling

FOCUS AREA: ENVIRONMENTAL SUSTAINABILITY

The Town's Our Plan document lays out several goals related to increasing capacity for processing recyclable materials and ensuring the long-term viability of solid waste disposal for the Island. To achieve these objectives, the Town will need to work in coordination with Beaufort County as the agency responsible for household waste streams disposal for the entire county and jointly pursue opportunities that improve recycling and composting rates.

- ❑ 9.1 Engage experts in the field of solid waste to assist the Town in performing a SWOT analysis.
- ❑ 9.2 Pursue promotional and educational efforts to foster recycling, composting, and litter control.
- ❑ 9.3 Engage in dialogue with Beaufort County regarding their long-range solid waste disposal and recycle programs. If they undertake revisions or updates to their long-range plans, actively participate in such discussions in order to represent the goals of the Island in these plans.
- ❑ 9.4 Propose discussions with Beaufort County regarding the potential creation of an off-Island materials processing center that would facilitate increased recycling rates from within the Town and the greater region.
- ❑ 9.5 Examine the creation of composting models at highly visible sites around the Town.
- ❑ 9.6 Evaluate the need to amend Town Code utilizing data obtained as part of the SWOT analysis.







STRATEGY #10

Implement the Destination Marketing Organization (DMO) Marketing Plan & Measure Performance

FOCUS AREA: REVITALIZE & MODERNIZE THE ECONOMY

Work with the Town's authorized Destination Marketing Organization to adopt and implement an effective marketing plan that places an emphasis on positive community attributes of Hilton Head Island as a place to live, work, and play. Identify any necessary changes and ensure that Town Council feedback is incorporated into the annual marketing plan. Monitor the performance of the Town's authorized Destination Marketing Organization partner with DMO staff to assess performance against stated goals.

- ❑ 10.1 Survey current metrics required by the DMO contract and analyze to achieve Town goals.
- ❑ 10.2 Review any metrics recommendations/changes with DMO.
- ❑ 10.3 Support DMO Marketing Council in creation of marketing plan to ensure that correct performance measurements are being included and achieved.
- ❑ 10.4 Continue monitoring DMO performance and achievement of identified performance measures.
- ❑ 10.5 Include Ecotourism (with Assistance from USCB and others), Cultural Tourism, Wellness Tourism, and Sports Tourism into DMO Marketing Materials.







STRATEGY #11

Assess Alternative Revenue Sources and Funding Opportunities

FOCUS AREA: PURSUIT OF EXCELLENCE

In order to support the long-term financial stability of the Town, utilize all available resources at the federal, state and local levels to identify and obtain alternative sources of revenue, grant funding, or other project funding so as to support the strategic goals and objectives of the Town, its organizational operations and its Capital Improvement Plans.

- 11.1 Establish Land Acquisition Funding Strategies:
 - 11.1.1 Beaufort County Greenspace Sales Tax Program
- 11.2 Assessment of Voter Referendum Questions
- 11.3 Identify Dedicated Funding for Workforce Housing Initiatives
- 11.4 Evaluate Mid-Island Tax Increment Financing (TIF) District Creation
- 11.5 Assess Development Permit Fees and Propose Necessary Adjustments
- 11.6 Conduct a Stormwater Utility Rate Study
- 11.7 Assess Municipal Bonding Capabilities
 - 11.7.1 Installment Purchase Revenue Bonds
- 11.8 Adopt an Accommodations Tax Funding Policy







STRATEGY #12

Short-Term Rental Assessment and Program Implementation

FOCUS AREA: PURSUIT OF EXCELLENCE

Conduct a Short-Term Rental program assessment that evaluates the short-term rental program effectiveness on addressing the negative impacts to neighborhoods including environmental impacts, demands on Fire and Rescue services, impacts to public utilities and infrastructure, and impacts of land use intensity. Program assessment will include data on the volume, location, type, and size of short-term rentals on Hilton Head Island in order to better understand, plan, and manage short-term rentals, and to determine if further regulation is necessary.

- ❑ 12.1 Review data obtained through the Town's short-term rental software and evaluate permits, location, and magnitude of short-term rentals within the Town.
- ❑ 12.2 Review short-term rental permit program efficacy through evaluation of reported violations of the short-term rental requirements and propose necessary adjustments.







STRATEGY #13

Complete Implementation of the Gullah Geechee Task Force Work Plan

FOCUS AREA: INCLUSIVE COMMUNITY

Implement the Framework for the Top 16 Priority Projects from the Gullah Geechee Preservation Report Recommendations as approved by Town Council in 2019. Define the critical path for the remaining recommendations from the report.

❑ 13.1 Framework for the Top 16 Priority Projects

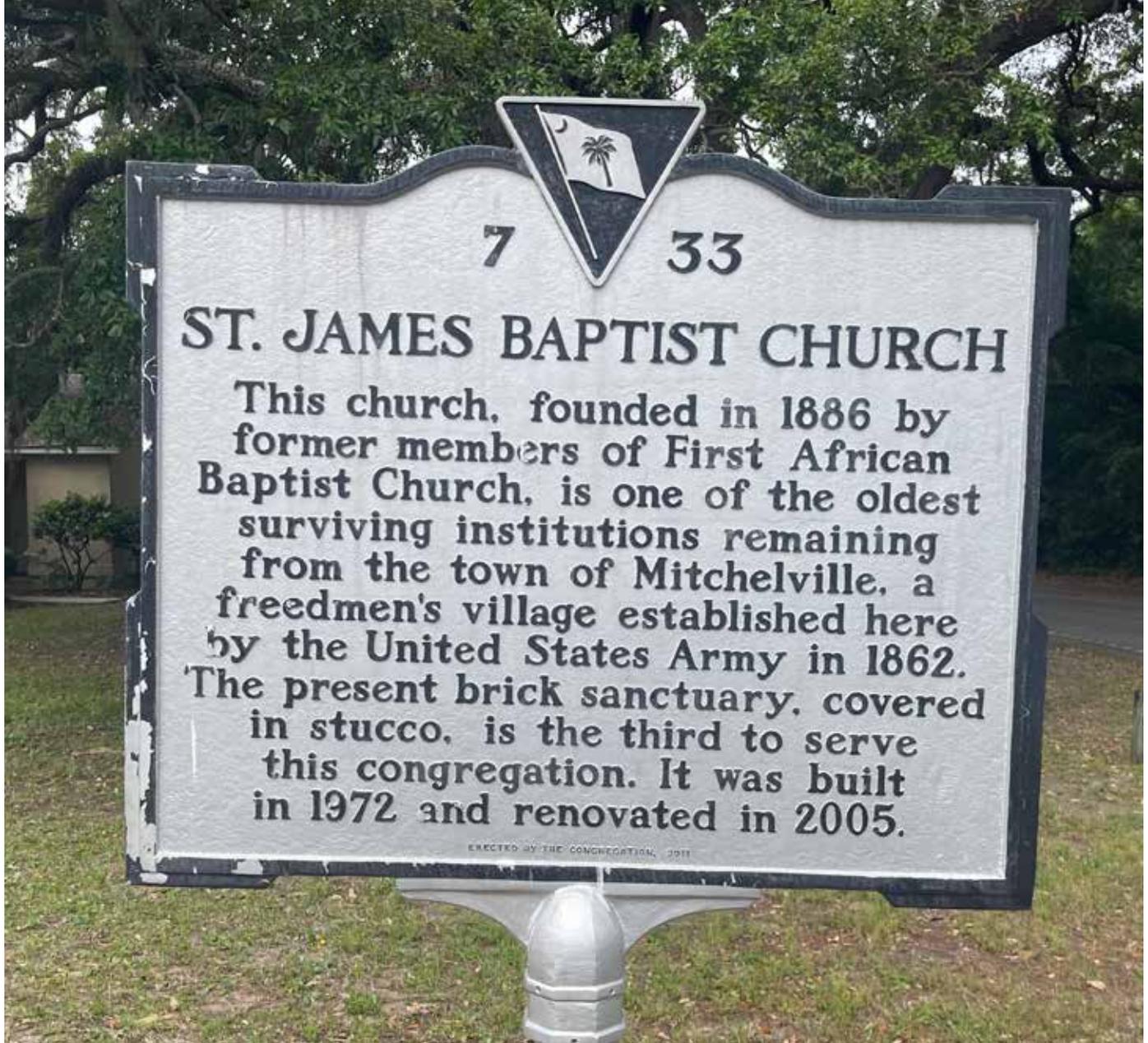
❑ 13.1.1 Significant progress has been made on all Top 16 recommendations, 14 of which have been incorporated into ongoing operations and programs.

❑ 13.1.2 Remaining recommendations are being addressed through District Planning and continuous improvement of Town resources and programs.

❑ 13.2 Define the critical path for remaining 20 recommendations

❑ 13.2.1 Coordination and collaboration with community and cultural resources is preferred for establishing the critical path for implementing the remaining recommendations.







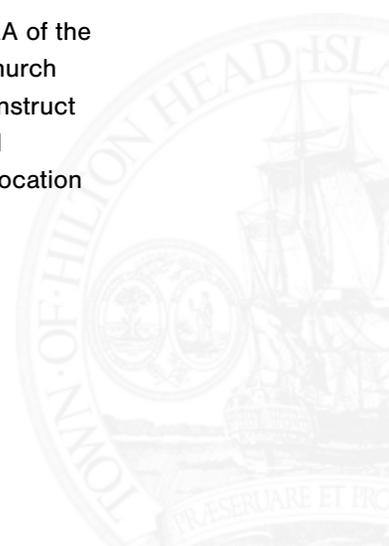
STRATEGY #14

Facilitate Relocation of the Historic St. James Baptist Church to Mitigate Impacts Generated from Airport Operations and Corresponding Safety Concerns

FOCUS AREA: CONNECTED COMMUNITY

The Hilton Head Airport has been actively working to retain and attract new commercial airline services. This has included taking actions to ensure that regional business jets can operate from this facility. The Historic St. James Baptist Church has been directly impacted by the increase in airport operations that has resulted from the ability to support regional business jets. The Town has therefore committed to assisting St. James Baptist Church in the successful relocation of its congregation to a mutually agreed upon location that will meet the current and future needs of the church.

- ❑ 14.1 Work cooperatively with the leadership from the St. James Baptist Church, Beaufort County, the Hilton Head Island Airport, and the Town of Hilton Head Island to submit an agreed upon relocation plan for consideration by the Federal Aviation Administration.
- ❑ 14.2 Monitor Status of FAA submission and provide supplemental information or responses as may be necessary for continued evaluation of the joint proposal.
- ❑ 14.3 If the joint relocation plan is approved by the FAA, work with Beaufort County to provide the church with the grant funding sufficient to allow commencement and construction of the relocated facility.
- ❑ 14.4 Following approval by the FAA of the relocation plan, assist the Church is the steps necessary to construct a new church facility that will accomplish the approved relocation efforts.







STRATEGY #15

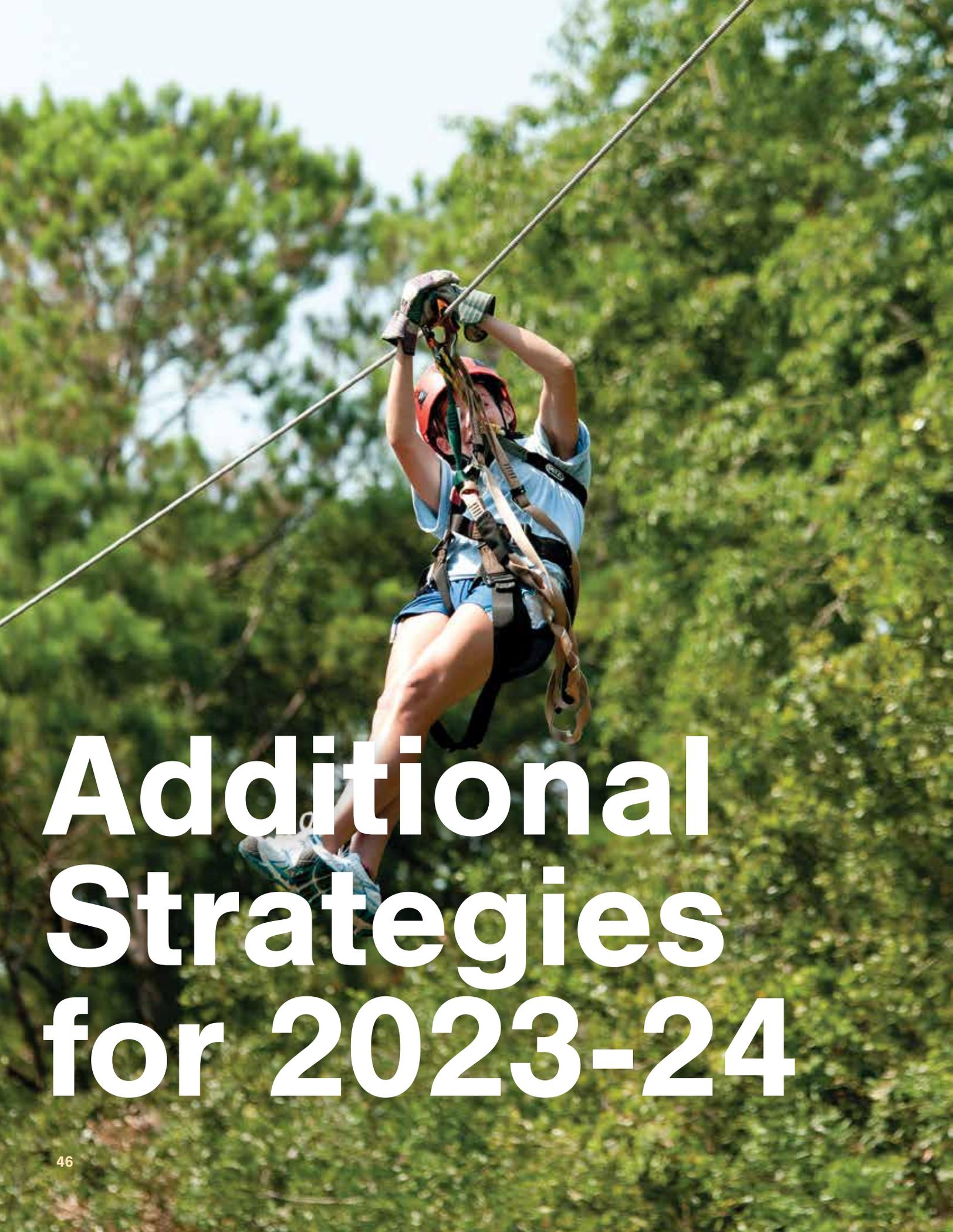
Implement Beach Park Enhancements

FOCUS AREA: PURSUIT OF EXCELLENCE

The Town has over 12 miles of pristine beaches that are routinely identified as being some of, if not the best in the world. This precious resource serves one the most cherished amenities for both Island residents and visitors. The Town must ensure that it maintains the quality of the beach going experience through the development of a comprehensive enhancement plan that will identify physical infrastructure needs of its beach facilities, improvements and upgrades of existing facilities, and take steps necessary to ensure that the public experiences a safe and consistently memorable day at the beach.

- ❑ 15.1 Establish a Beach Master Plan
- ❑ 15.2 Enhance Beach Shuttle Services - island mobility/connectivity to beaches, parking, employment, and businesses
- ❑ 15.3 Consider Beach Experience Regulations - Fishing, Tents, Smoking, Emergency Access Routes, Facility Hours of Operation, Parking Management, Boat Storage on Beach, etc.





Additional Strategies for 2023-24

Pursuit of Excellence

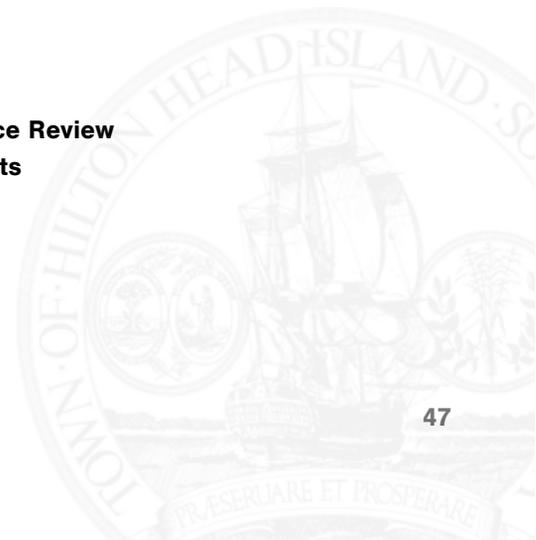
Require and sustain excellence of Place, People, Planning, and Process.

2023

- Implement Cultural Affairs Strategic Plan**
- Improve Administrative Support Process for Boards, Commissions & Committees**
- Celebrate 360th Anniversary of the Hilton Head Island Siting**
- Research Trends & Implement Best-in-Class Municipal Services Delivery**
- Celebrate Hilton Head Island 40th Anniversary of Municipal Incorporation**
- Implement American Rescue Plan Funding Appropriations**
- Develop a New Fire Rescue Strategic Plan**
- Enhance Communications Plan with Strong Social Media Emphasis**
- Adopt & Implement a Human Resources Strategic Plan**
- Create a Culture of High Organizational Performance**
- Adopt & Implement a Technology & Innovation Strategic Plan**
- Broadcast Transition from Facebook Live to YouTube for Public Meetings**
- Measure and Communicate Return on Public Investment**

2024

- Evaluate Island Vision Statement, Mission Statement, and Community Value Statement**
- Employee Performance Review Program Improvements**



Environmental Sustainability

Create a resilient and sustainable environment through planning and policy.

2023

- Work with Public Service Districts (PSDs) on Long-Term Capital Projects**
- Establish National Leadership Credibility in Environmental Sustainability & Resource Protection**
- Assess and Implement an Environmentally Friendly Landscape and Grounds Maintenance Best Practices Program**
- Host/Sponsor a Resiliency Symposium**
- Establish a Sustainable Environmental Practices Social Media Campaign**

2024

- Develop Town-Owned Property Management, Asset Management and Utilization Plan**
- Acquire Audubon International Sustainable Community Recertification (2-year Term)**





Revitalize Our Economy

Create an Island-appropriate economy that has sufficient depth and breadth to attract and support a diverse resident, visitor, and business population.

2024

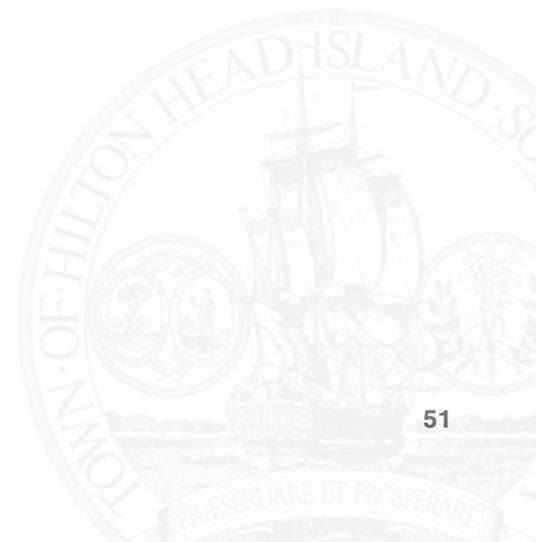
- Establish an Economic Development Strategy**

Connected Community

Facilitate true connectivity in Island physical, social, and cultural environments.

2023

- Adopt a Food Truck Ordinance and Operational Program**
- Conduct a Strengths, Weaknesses, Opportunities & Threats (SWOT) Analysis of High-Speed Fiber/Cellular Capabilities**



Inclusive Community

Foster a multi-dimensional, equitable, and diverse community.

2023

- Establish a Public Institutional Partnership with USCB to Support Arts and Cultural Organizations**
- Adopt Annual HUD/CDBG Entitlement Program**
- Conduct a Community Engagement Survey**
- Assist with Implementing Mitchelville Master Plan**
- Incorporate Public Art & Culture Projects into New & Existing Parks**

2024

- Develop a Landmark Protection Program**

Regional Focus

Evaluate how regional expansion will impact immediate and future social, economic, and political planning and policy.

2023

- Assess Revisions of Beaufort County Impact Fees**
- Establish Reoccurring Joint Meetings between Hilton Head Island & Beaufort County Council**

2024

- Evaluate Access between Hilton Head Island & the Greater Region through Viable Multi-Modal Transportation**





“Right-sized” Infrastructure

Align the community’s physical, environmental, and social values with the Capital Improvements Program (CIP) and infrastructure planning.

2023

- Acquire Main Street Right-of-Way**
- Adopt Community Addressing Ordinance**

Parks & Recreation

Implement the Parks & Recreation Master Plan.

2023

- Assist with Ford Shell Ring Park Development**
- Implement the Parks and Recreation Master Plan**
- Develop a Parks and Recreation Marketing Plan**

2024

- Establish Beaufort County & Hilton Head Land Trust Northridge Conservation Tract Partnership**









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Hilton Head Island, SC 29928

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TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Jeff Netzinger, Stormwater Manager
VIA: Shawn Colin, Assistant Town Manager – Community Development
Curtis Coltrane, Town Attorney
Bryan McIlwee, Assistant Community Development Director
CC: Marc Orlando, Town Manager
Josh Gruber, Deputy Town Manager
John Troyer, Finance Director
DATE: June 6, 2023
SUBJECT: Consideration of a Resolution Authorizing the Execution of Standardized Stormwater Agreements for Ashton Cove, Carolina Isles, Peregrine Pointe, Beach City Place, and Chinaberry Ridge.

RECOMMENDATION:

Town Council consideration of a Resolution (Attachment 1) authorizing the execution of standardized stormwater agreements and access, drainage, and maintenance easements with the following five (5) property owners' and homeowners' associations:

- Ashton Cove Property Owners Association, Inc.
- Carolina Isles Property Owners' Association, Inc.
- Peregrine Pointe Property Owners' Association, Inc.
- Beach City Place Homeowners Association, Inc.
- Chinaberry Ridge Owners' Association, Inc.

BACKGROUND:

On May 16, 2023, the Finance & Administration Committee recommended this item for consideration by Town Council in a unanimous vote.

After the creation of the Storm Water Utility in 2001, the Town offered to accept maintenance responsibility for storm water systems located within private Planned Unit Developments (PUDs). Between 2007 and 2012, the Town executed and delivered drainage agreements with eleven (11) PUDs including Shipyard, Wexford, Long Cove Club, Sea Pines, Palmetto Dunes, Leamington, Shelter Cove, Port Royal Plantation, Indigo Run, Hilton Head Plantation, and Palmetto Hall.

On September 21, 2021, Town Council authorized executing drainage agreements with six (6) additional communities, including Bermuda Pointe, Jarvis Creek Club, Seagrass Landing, Spanish Wells, Wells East, and Yacht Cove.

On November 4, 2020, Town Council approved standardized terms and conditions for current and future drainage agreements. All eleven (11) original agreements were recently updated, using the standard terms and conditions, as authorized by Town Council on July 19, 2022.

The five (5) communities currently requesting agreements with the Town made initial inquiries in 2020 and 2021, following with firm requests in 2022.

Town staff maintains a spreadsheet utilized to track the onboarding process for new drainage agreement partners. This document was last updated on March 10, 2023 (Attachment 7). Staff also maintains an exhibit depicting the location and boundaries of current and prospective drainage agreement partners (Attachment 8).

SUMMARY:

The Town currently has similar drainage agreements and easements with seventeen (17) PUDs, property owners' associations, and homeowners' associations. These potential new partners have requested service via drainage agreements with the Town. All five (5) of the requesting entities meet the qualifications for acceptance of new systems, including the presence of shared, common road rights-of-way within their respective private communities. All new agreements use the standardized terms and conditions approved by Town Council on November 4, 2020. Drainage Agreements and Access, Drainage and Maintenance Easements were prepared by the Town and signed by authorized owners' association board members for each of the five (5) entities (Exhibits A-E).

ATTACHMENTS:

1. Resolution
2. Exhibit A – Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Ashton Cove Property Owners Association, Inc.
3. Exhibit B - Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Beach City Place Homeowners Association, Inc.
4. Exhibit C - Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Carolina Isles Property Owners' Association, Inc.
5. Exhibit D - Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Chinaberry Ridge Owners' Association, Inc.
6. Exhibit E - Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Peregrine Pointe Property Owners' Association, Inc.
7. Drainage Agreement Standardization & New Partner Process Tracking Worksheet (Revised 3/10/23)
8. Prospective 2023 Drainage Agreement Partners Exhibit

RESOLUTION 2023-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF DRAINAGE AGREEMENTS AND ACCESS, DRAINAGE, AND MAINTENANCE EASEMENTS WITH ASHTON COVE PROPERTY OWNERS ASSOCIATION, INC.; BEACH CITY PLACE HOMEOWNERS ASSOCIATION, INC.; CAROLINA ISLES PROPERTY OWNERS' ASSOCIATION, INC.; CHINABERRY RIDGE OWNERS' ASSOCIATION, INC.; AND PEREGRINE POINTE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, The Town of Hilton Head Island, South Carolina, has negotiated Drainage Agreements and Access, Drainage, and Maintenance Easements related to the management of storm and surface drainage with property owners' and homeowners' associations on Hilton Head Island, known as Ashton Cove Property Owners Association, Inc.; Beach City Place Homeowners Association, Inc.; Carolina Isles Property Owners' Association, Inc.; Chinaberry Ridge Owners' Association, Inc.; and Peregrine Pointe Property Owners' Association, Inc.; and,

WHEREAS, Beaufort County, South Carolina adopted Ordinance 99-101 et seq., as amended, creating a Storm Water Utility with the power to impose Storm Water Service Fees on all residents of Beaufort County, South Carolina and which also provides that fees collected from within the municipal limits of the Town of Hilton Head Island, South Carolina ("Town") are returned to the Town to be used for the purposes set forth in the Ordinance including the construction and maintenance of planned and existing infrastructure which collects and disposes of surface and storm water within the municipal limits of the Town; and,

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to authorize the execution and delivery of the Agreements and Easements.

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

1. The Mayor and Town Manager are hereby authorized to execute and deliver Drainage Agreements and Access, Drainage, and Maintenance Easements between The Town of Hilton Head Island, South Carolina, and Ashton Cove Property Owners Association, Inc.; Beach City Place Homeowners Association, Inc.; Carolina Isles Property Owners' Association, Inc.; Chinaberry Ridge Owners' Association, Inc.; and Peregrine Pointe Property Owners' Association, Inc., copies of which are attached hereto as Exhibits "A-E."
2. The Town Manager is hereby authorized to take all other and further actions as may be necessary to comply with the obligations of The Town of Hilton Head Island, South Carolina, in the Agreements.

MOVED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL THIS _____ DAY OF _____, 2023.

Alan R. Perry, Mayor

ATTEST:

_____, **Town Clerk**

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Ashton Cove Property Owners Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Ashton Cove, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Ashton Cove Property Owners Association, Inc., has agreed to grant access, drainage, and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Ashton Cove.

Now, therefore, know all men by these presents, that Ashton Cove Property Owners Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This “Drainage System Maintenance Agreement”.
 - b. *Association:* Ashton Cove Property Owners Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association’s obligations under it, and to execute and

deliver the Access, Drainage and Maintenance Easement attached hereto as Exhibit "C."

- c. *Casualty*: The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants*: Any one or more of Covenants, Conditions, and Restrictions for Ashton Cove Property Owners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development*: Ashton Cove, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit "B" hereto.
- f. *Drainage System*: The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

- System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
 - iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
 - iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

- adjacent Drainage System infrastructure or Permanent Structures;
- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
 - v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
 - vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
 - vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
 - viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees*: The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

n. *Storm Water Utility Project Prioritization and Annual Budget*

Process: The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.

o. *Town:* The Town of Hilton Head Island, South Carolina.

2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an “Access, Drainage and Maintenance Easement” which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit “C”.

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:
- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
 - (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. **Procedure for Town's Maintenance of Drainage System:** The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
 - d. *Scheduling of Projects*: Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
 - e. *Resident Notification*: The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
 - f. *Legal Access to Private Property*: The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

- g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.
- h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
- c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
- d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls, and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association, Include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;

- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
- b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
- c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
- b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.

16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
 - a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement 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. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Ashton Cove Property Owners
 Association, Inc.
 Attn: Savannah Hartzog
 C/O: IMC Resort Services, Inc.
 2 Corpus Christi Place, Suite 302
 Hilton Head Island, SC 29928

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Ashton Cove Property Owners Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this 9 day of December, 2022.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

Ashton Cove Property Owners Association, Inc.

Lindsay Dawson

By: Jay Vinson
Jay Vinson
President

[Signature]

Its: [Signature]
Attest: Ryan Bassett
RYAN BASSETT
Secretary

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **ACCESS, DRAINAGE AND**
) **MAINTENANCE EASEMENT**

Know all men by these presents, that Ashton Cove Property Owners Association, Inc. and the Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Access, Drainage and Maintenance Easement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used herein, the following terms shall mean:
 - (a) **Association:** Ashton Cove Property Owners Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement.
 - (b) **Covenants:** Any one or more of Covenants, Conditions, and Restrictions for Ashton Cove Property Owners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
 - (c) **Development:** Ashton Cove, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit "B" hereto.

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this 9 day of December, 2022.

WITNESSES:

Ashton Cove Property Owners Association, Inc.

Lyndsey Dorshimer

By:

Jay Vinson
Jay Vinson

Ryan Bassett

Attest:

Ryan Bassett
RYAN BASSETT

STATE OF SOUTH CAROLINA)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Jay Vinson/Ryan Bassett personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Ashton Cove Property Owners Association, Inc..

Sworn to and Subscribed before me

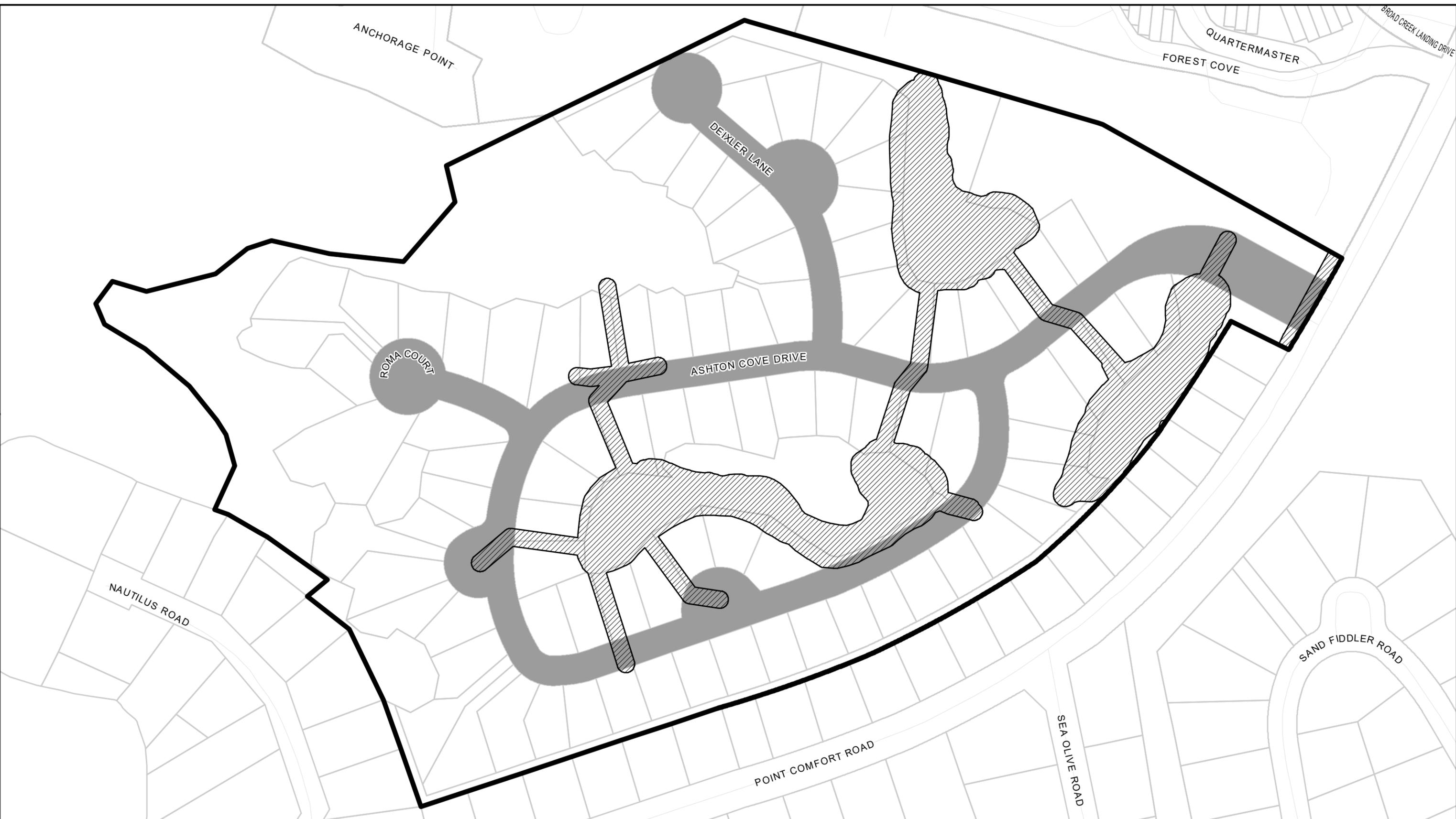
on this 9th Day of DECEMBER, 2022.

Lyndsey Dorshimer

Notary Public for South Carolina

My Commission Expires: 8/14/2029

LYNDESEY DORSHIMER
Notary Public, State of South Carolina
My Commission Expires 8/14/2029



 Drainage Easement Area
  Right-of-Way Area
  Ashton Cove Limits

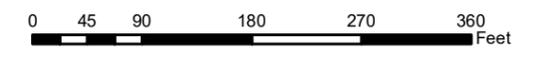
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

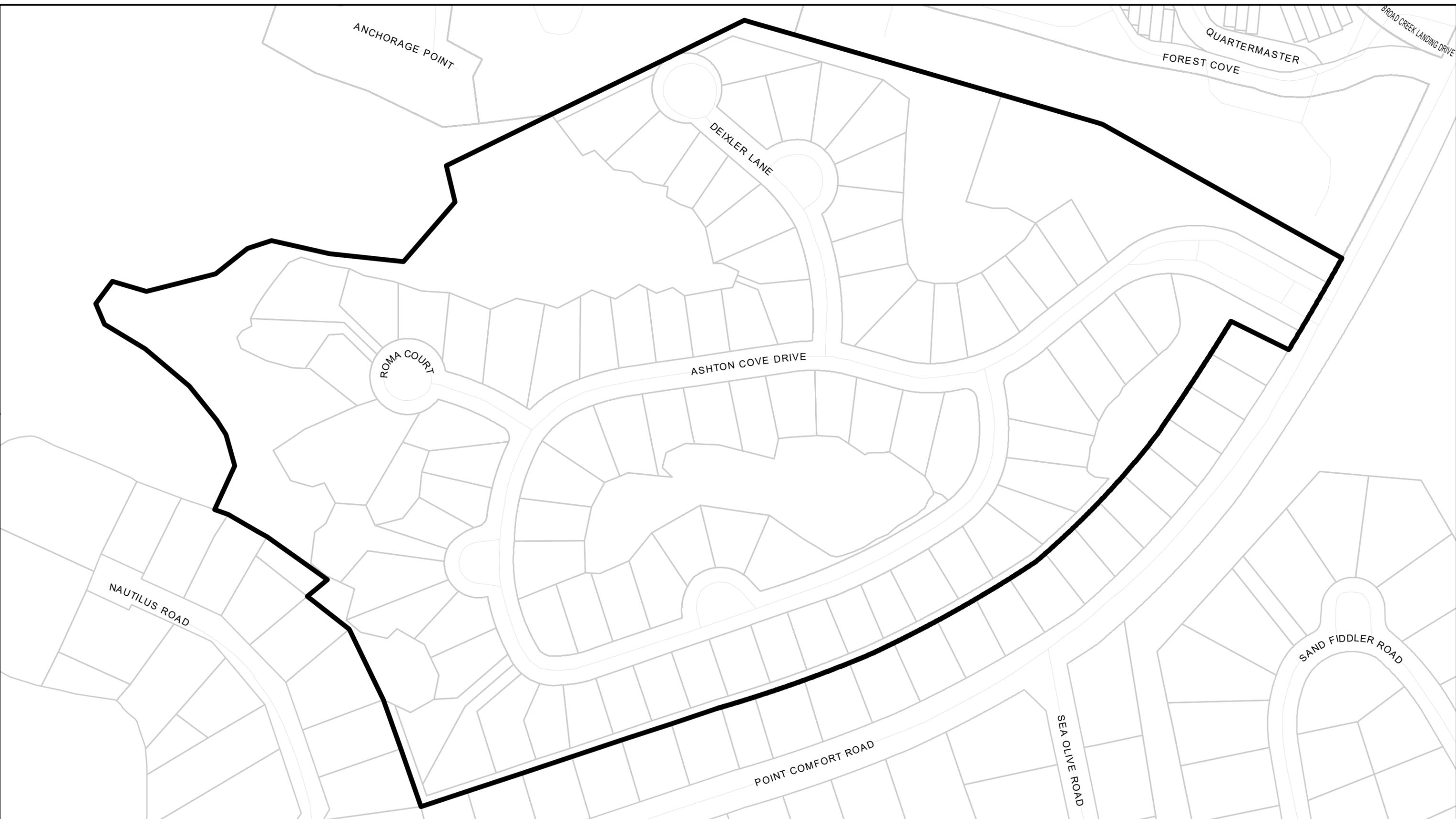
Ashton Cove

Drainage Easement Agreement Limits

Revised on October 31, 2022



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



 Ashton Cove Limits

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit B Ashton Cove Development Boundary

Revised on October 14, 2022



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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **DRAINAGE SYSTEM**
) **MAINTENANCE AGREEMENT**

This Drainage System Maintenance Agreement is made this _____ day of _____, 202___, by and between Beach City Place Homeowners Association, Inc., a South Carolina nonprofit organization, and the Town of Hilton Head Island, South Carolina, a body politic, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928.

WITNESSETH

WHEREAS, Beach City Place is a subdivision of land lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina (hereinafter the “Development”); and,

WHEREAS, Beach City Place Homeowners Association, Inc., is the owner of improved and unimproved real property and easements within Beach City Place; and,

WHEREAS, Beaufort County, South Carolina, has adopted Ordinance 99-101, *et seq.*, as amended, creating a Storm Water Utility with the power to impose Storm Water Utility Service Fees on all residents of Beaufort County, South Carolina, and which also provides that Storm Water Utility Service Fees collected from property owners within the Town of Hilton Head Island, South Carolina, are returned to it, less administrative fees, to be used for the purposes set forth in Ordinance 99-101, *et seq.*, as amended; and,

WHEREAS, the imposition and collection of Storm Water Utility Service Fees results in a fund available for the construction and maintenance of existing and planned

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Beach City Place Homeowners Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Beach City Place, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Beach City Place Homeowners Association, Inc., has agreed to grant access, drainage and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Beach City Place.

Now, therefore, know all men by these presents, that Beach City Place Homeowners Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This “Drainage System Maintenance Agreement”.
 - b. *Association:* Beach City Place Homeowners Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association’s obligations under it, and to execute and

deliver the Access, Drainage and Maintenance Easement attached hereto as Exhibit “C.”

- c. *Casualty*: The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants*: Any one or more of Covenants, Conditions, and Restrictions for Beach City Place Homeowners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development*: Beach City Place, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.
- f. *Drainage System*: The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;

- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
- iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

- adjacent Drainage System infrastructure or Permanent Structures;
- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
 - v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
 - vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
 - vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
 - viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees*: The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

- n. *Storm Water Utility Project Prioritization and Annual Budget Process:* The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.
 - o. *Town:* The Town of Hilton Head Island, South Carolina.
2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an “Access, Drainage and Maintenance Easement” which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit “C”.

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:

- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
- (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. **Procedure for Town's Maintenance of Drainage System:** The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
 - d. *Scheduling of Projects*: Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
 - e. *Resident Notification*: The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
 - f. *Legal Access to Private Property*: The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

- g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.
- h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather-related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
- c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
- d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls, and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association, Include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;

- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
- b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
- c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
 - b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.
16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
 - a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement 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. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Beach City Place Homeowners
 Association, Inc.
 Attn: Scott Connal
 C/O: High Tide Associates
 55 New Orleans Road, Suite 211
 Hilton Head Island, SC 29928

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Beach City Place Homeowners Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this ____ day of _____, 202__.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

[Signature]

Jennifer Mendez

Beach City Place Homeowners Association, Inc.

By: Kathleen L. Gance

Its: President

Attest: Ken Zou

Its: TREASURER

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement

STATE OF SOUTH CAROLINA) **ACCESS, DRAINAGE AND**
) **MAINTENANCE EASEMENT**
COUNTY OF BEAUFORT)

Know all men by these presents, that Beach City Place Homeowners Association, Inc. and the Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Access, Drainage and Maintenance Easement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used herein, the following terms shall mean:
 - (a) *Association:* Beach City Place Homeowners Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement.
 - (b) *Covenants:* Any one or more of Covenants, Conditions, and Restrictions for Beach City Place Homeowners Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
 - (c) *Development:* Beach City Place, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this _____ day of _____, 202__.

WITNESSES:

Beach City Place Homeowners Association, Inc.

Jennifer Mendez

By: Kathleen LaSance

[Signature]

Attest: Ron Zane

STATE OF SOUTH CAROLINA)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Kathleen LaSance Ron Zane personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Beach City Place Homeowners Association, Inc..



Sworn to and subscribed before me
on this 14th Day of March, 2023

[Signature]
Notary Public for South Carolina

My Commission Expires:

CYNTHIA J SLATTMAN Notary Public, State of South Carolina My Commission Expires May 19, 2032
--

WITNESSES:
SOUTH CAROLINA

THE TOWN OF HILTON HEAD ISLAND,

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

STATE OF SOUTH CAROLINA

)

UNIFORM ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

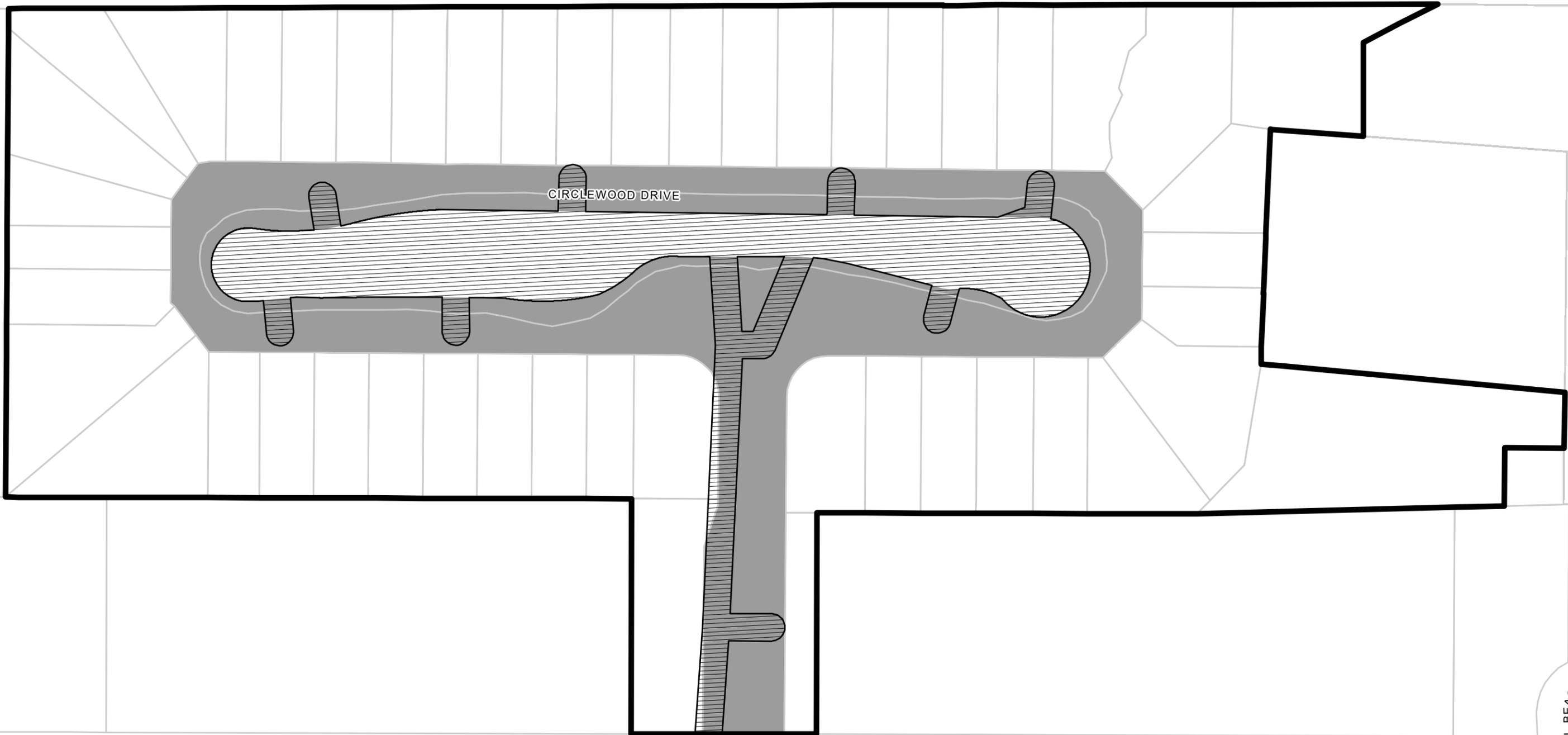
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Alan R. Perry and Marc Orlando personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me
on this _____ Day of _____, 202__.

Notary Public for South Carolina

My Commission Expires: _____



CIRCLEWOOD DRIVE

BEACH CITY ROAD

HARRIET TUBMAN WAY

TRAIL BEACH MANOR

 Drainage Easement Area
  Right-of-Way Area
  Beach City Place Boundary

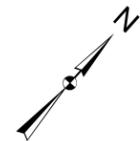
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

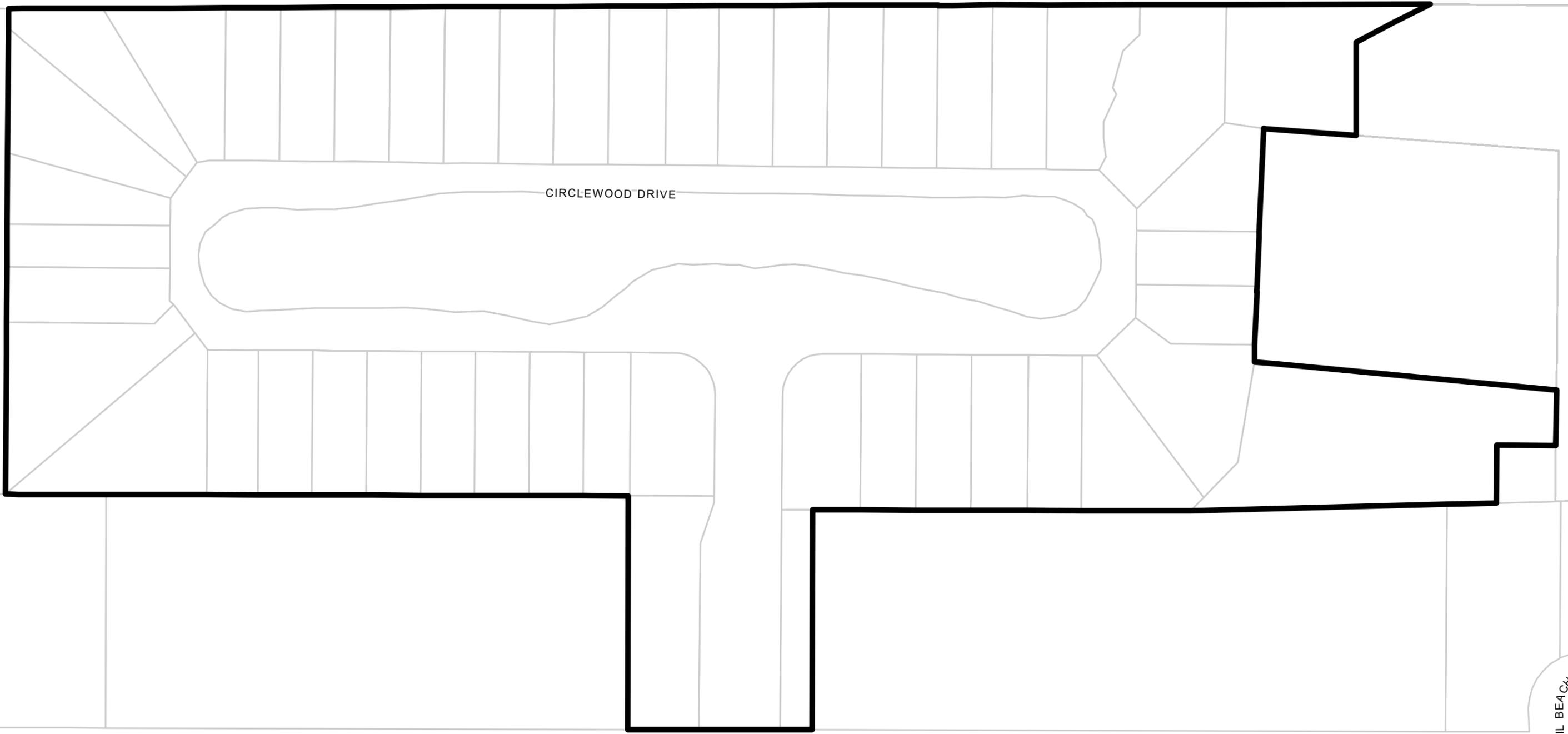
Beach City Place

Drainage Easement Agreement Limits

Revised on October 14, 2022



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



CIRCLEWOOD DRIVE

BEACH CITY ROAD

TRAIL BEACH MANOR

HARRIET TUBMAN WAY

 Beach City Place Boundary

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit B Beach City Place Development Boundary

Revised on October 14, 2022



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

EXHIBIT C

Standard Language Adopted on 11-04-2020
Revised on 10-31-2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **DRAINAGE SYSTEM**
) **MAINTENANCE AGREEMENT**

This Drainage System Maintenance Agreement is made this 15th day of NOVEMBER, 2022, by and between Carolina Isles Property Owners’ Association, Inc., a South Carolina nonprofit organization, and the Town of Hilton Head Island, South Carolina, a body politic, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928.

WITNESSETH

WHEREAS, Carolina Isles is a subdivision of land lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina (hereinafter the “Development”); and,

WHEREAS, Carolina Isles Property Owners’ Association, Inc., is the owner of improved and unimproved real property and easements within Carolina Isles; and,

WHEREAS, Beaufort County, South Carolina, has adopted Ordinance 99-101, *et seq.*, as amended, creating a Storm Water Utility with the power to impose Storm Water Utility Service Fees on all residents of Beaufort County, South Carolina, and which also provides that Storm Water Utility Service Fees collected from property owners within the Town of Hilton Head Island, South Carolina, are returned to it, less administrative fees, to be used for the purposes set forth in Ordinance 99-101, *et seq.*, as amended; and,

WHEREAS, the imposition and collection of Storm Water Utility Service Fees results in a fund available for the construction and maintenance of existing and planned

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Carolina Isles Property Owners' Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Carolina Isles, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Carolina Isles Property Owners' Association, Inc., has agreed to grant access, drainage and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Carolina Isles.

Now, therefore, know all men by these presents, that Carolina Isles Property Owners' Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This "Drainage System Maintenance Agreement".
 - b. *Association:* Carolina Isles Property Owners' Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association's obligations under it, and to execute and

deliver the Access, Drainage and Maintenance Easement attached hereto as Exhibit "C."

- c. *Casualty*: The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants*: Any one or more of Covenants, Conditions, and Restrictions for Carolina Isles Property Owners' Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development*: Carolina Isles, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit "B" hereto.
- f. *Drainage System*: The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

- System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
 - iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
 - iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

adjacent Drainage System infrastructure or Permanent Structures;

- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
- v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
- vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
- vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
- viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees:* The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

n. *Storm Water Utility Project Prioritization and Annual Budget*

Process: The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.

o. *Town:* The Town of Hilton Head Island, South Carolina.

2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an "Access, Drainage and Maintenance Easement" which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit "C".

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:

- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
- (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. Procedure for Town's Maintenance of Drainage System: The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
 - d. *Scheduling of Projects:* Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
 - e. *Resident Notification:* The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
 - f. *Legal Access to Private Property:* The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

- g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.
- h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather-related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:
- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
 - b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
 - c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
 - d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls, and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association, Include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;
- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
 - b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
 - c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
- b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.

16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
 - a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement 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. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Carolina Isles Property Owners'
 Association, Inc.
 Attn: Kathleen Smith
 C/O: IMC Resort Services, Inc.
 2 Corpus Christi Place, Suite 302
 Hilton Head Island, SC 29928

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Carolina Isles Property Owners' Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this 1st day of NOVEMBER, 2022.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

Carolina Isles Property Owners' Association,
Inc.

Angela Johnson

By: [Signature]

Its: PRESIDENT

Neale Rj

Attest: Kathleen Smith

Its: Agent for the Association

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

LYNDEY DORSHIMER
Notary Public, State of South Carolina
My Commission Expires 8/14/2029

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **ACCESS, DRAINAGE AND**
) **MAINTENANCE EASEMENT**

Know all men by these presents, that Carolina Isles Property Owners’ Association, Inc. and the Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Access, Drainage and Maintenance Easement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. Defined Terms: As used herein, the following terms shall mean:
 - (a) *Association:* Carolina Isles Property Owners’ Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement.
 - (b) *Covenants:* Any one or more of Covenants, Conditions, and Restrictions for Carolina Isles Property Owners’ Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
 - (c) *Development:* Carolina Isles, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this 1st day of NOVEMBER, 2022.

WITNESSES:

Carolina Isles Property Owners' Association, Inc.

Angela Johnson
Neale Pij

By: Edward D. Camillo

Attest: Kathleen Smith

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

UNIFORM ACKNOWLEDGMENT
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that EDWARD D. CAMILLO personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Carolina Isles Property Owners' Association, Inc..

Sworn to and Subscribed before me
on this 1st Day of NOVEMBER, 2022.

Lyndsey Dorshimer
Notary Public for South Carolina
My Commission Expires: 8/14/2029

LYNDESEY DORSHIMER
Notary Public, State of South Carolina
My Commission Expires 8/14/2029

WITNESSES:
SOUTH CAROLINA

THE TOWN OF HILTON HEAD ISLAND,

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

STATE OF SOUTH CAROLINA)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

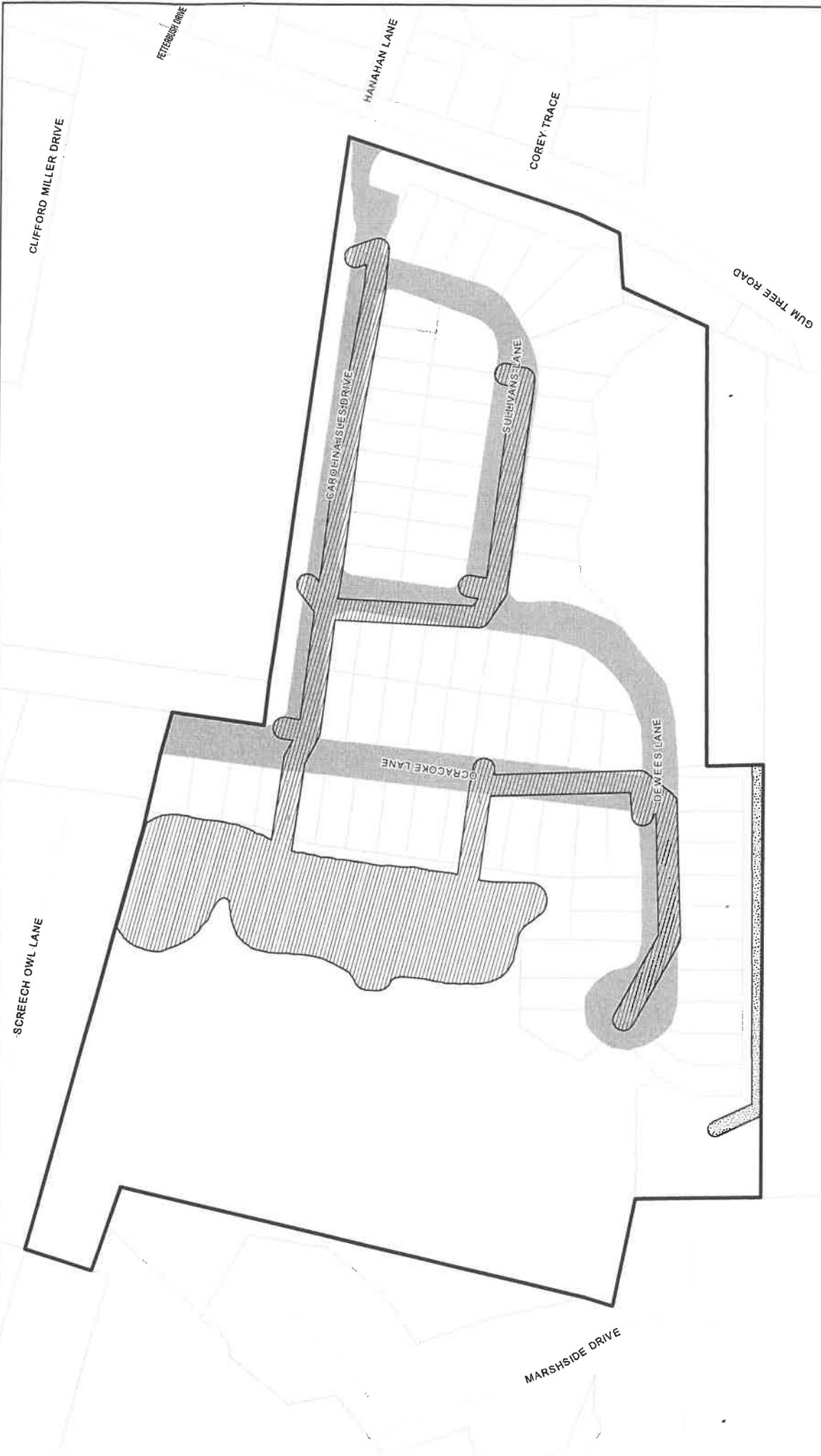
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that EDWARD DiCamillo
and Marc Orlando personally appeared before me on this day and duly acknowledged the
execution of the foregoing instrument on behalf of The Town of Hilton Head Island,
South Carolina.

Sworn to and Subscribed before me
on this 15th Day of November, 2022.

LYNDEY DORSHIMER
Notary Public, State of South Carolina
My Commission Expires 8/14/2029

Lyndey Dorshimer
Notary Public for South Carolina
My Commission Expires: 8/14/2029



Revised on October 19, 2022

Exhibit A

Carolina Isles Drainage Easement Agreement Limits

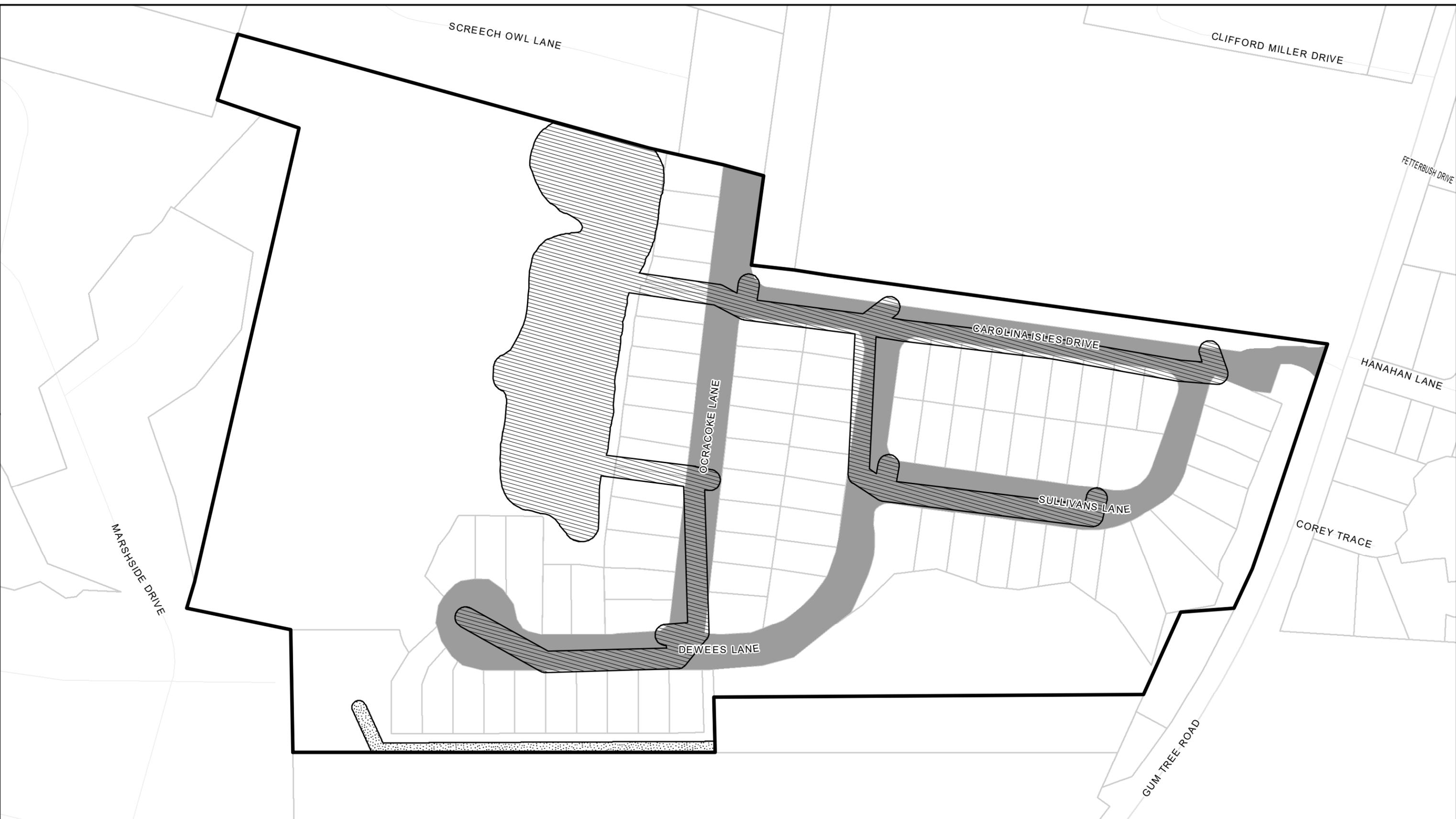
Drainage Easement Area  Right-of-Way Area  Carolina Isles Limits

Carolina Isles Permanent Town Stormwater Easement

Drainage easement widths are 20 feet around pipes
every public runoff and 15 feet from the edge of bank
areas that receive public runoff.



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided as a service to the public and does not constitute an accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or date of completion or for any losses arising from the use of the map.



 Drainage Easement Area
  Right-of-Way Area
  Carolina Isles Limits
 Carolina Isles Permanent Town Stormwater Easement

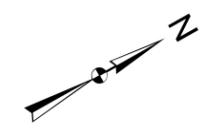
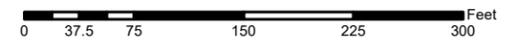
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

Carolina Isles

Drainage Easement Agreement Limits

Revised on October 19, 2022



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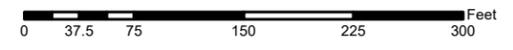


 Carolina Isles Boundary

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Revised on October 14, 2022

Exhibit B Carolina Isles Development Boundary



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

STATE OF SOUTH CAROLINA)	
)	DRAINAGE SYSTEM
COUNTY OF BEAUFORT)	MAINTENANCE AGREEMENT

This Drainage System Maintenance Agreement is made this _____ day of _____, 202__, by and between Chinaberry Ridge Owners' Association, Inc., a South Carolina nonprofit organization, and the Town of Hilton Head Island, South Carolina, a body politic, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928.

WITNESSETH

WHEREAS, Chinaberry Ridge is a subdivision of land lying and being within the Town of Hilton Head Island, Beaufort County, South Carolina (hereinafter the "Development"); and,

WHEREAS, Chinaberry Ridge Owners' Association, Inc., is the owner of improved and unimproved real property and easements within Chinaberry Ridge; and,

WHEREAS, Beaufort County, South Carolina, has adopted Ordinance 99-101, *et seq.*, as amended, creating a Storm Water Utility with the power to impose Storm Water Utility Service Fees on all residents of Beaufort County, South Carolina, and which also provides that Storm Water Utility Service Fees collected from property owners within the Town of Hilton Head Island, South Carolina, are returned to it, less administrative fees, to be used for the purposes set forth in Ordinance 99-101, *et seq.*, as amended; and,

WHEREAS, the imposition and collection of Storm Water Utility Service Fees results in a fund available for the construction and maintenance of existing and planned

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Chinaberry Ridge Owners' Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Chinaberry Ridge, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Chinaberry Ridge Owners' Association, Inc., has agreed to grant access, drainage, and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Chinaberry Ridge.

Now, therefore, know all men by these presents, that Chinaberry Ridge Owners' Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This "Drainage System Maintenance Agreement".
 - b. *Association:* Chinaberry Ridge Owners' Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association's obligations under it, and to execute and deliver the

Access, Drainage and Maintenance Easement attached hereto as Exhibit "C."

- c. *Casualty:* The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants:* Any one or more of Covenants, Conditions, and Restrictions for Chinaberry Ridge Owners' Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development:* Chinaberry Ridge, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit "B" hereto.
- f. *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

- System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
 - iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
 - iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

adjacent Drainage System infrastructure or Permanent Structures;

- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
- v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
- vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
- vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
- viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees:* The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

- n. *Storm Water Utility Project Prioritization and Annual Budget Process:* The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.

o. *Town:* The Town of Hilton Head Island, South Carolina.

2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an “Access, Drainage and Maintenance Easement” which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit “C”.

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:
- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
 - (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. Procedure for Town's Maintenance of Drainage System: The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
- d. *Scheduling of Projects:* Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
- e. *Resident Notification:* The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
- f. *Legal Access to Private Property:* The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.

h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
- c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
- d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls, and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association, Include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;
- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
 - b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
 - c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
- b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.

16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
 - a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement 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. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Chinaberry Ridge Owners'
 Association, Inc.
 Attn: Chris Williams
 C/O: AIM Real Estate Management, Inc.
 840 William Hilton Parkway, Suite E
 Hilton Head Island, SC 29928

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

- k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Chinaberry Ridge Owners' Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this ____ day of _____, 202__.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

Chinaberry Ridge Owners' Association, Inc.

Christopher J. Mullen

By: [Signature]

Its: PRESIDENT

[Signature]

Attest: [Signature]

Its: SECRETARY

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **ACCESS, DRAINAGE AND**
) **MAINTENANCE EASEMENT**

Know all men by these presents, that Chinaberry Ridge Owners' Association, Inc. and the Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Access, Drainage and Maintenance Easement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used herein, the following terms shall mean:
 - (a) **Association:** Chinaberry Ridge Owners' Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement.
 - (b) **Covenants:** Any one or more of Covenants, Conditions, and Restrictions for Chinaberry Ridge Owners' Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
 - (c) **Development:** Chinaberry Ridge, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit "B" hereto.

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit "A," which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this _____ day of _____, 202__.

WITNESSES:

Chinaberry Ridge Owners' Association, Inc.

Christopher J. Williams

By: Robert Bryan

[Signature]

Attest: [Signature]

STATE OF SOUTH CAROLINA)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that Robert Bryan personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Chinaberry Ridge Owners' Association, Inc..

Sworn to and Subscribed before me

on this 3 Day of NOVEMBER, 2022.

Tasha Ard
Notary Public for South Carolina

My Commission Expires: May 22, 2023



WITNESSES:
SOUTH CAROLINA

THE TOWN OF HILTON HEAD ISLAND,

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

STATE OF SOUTH CAROLINA

)

UNIFORM ACKNOWLEDGMENT

)

COUNTY OF BEAUFORT

)

S.C. CODE § 30-5-30 (SUPP. 2010)

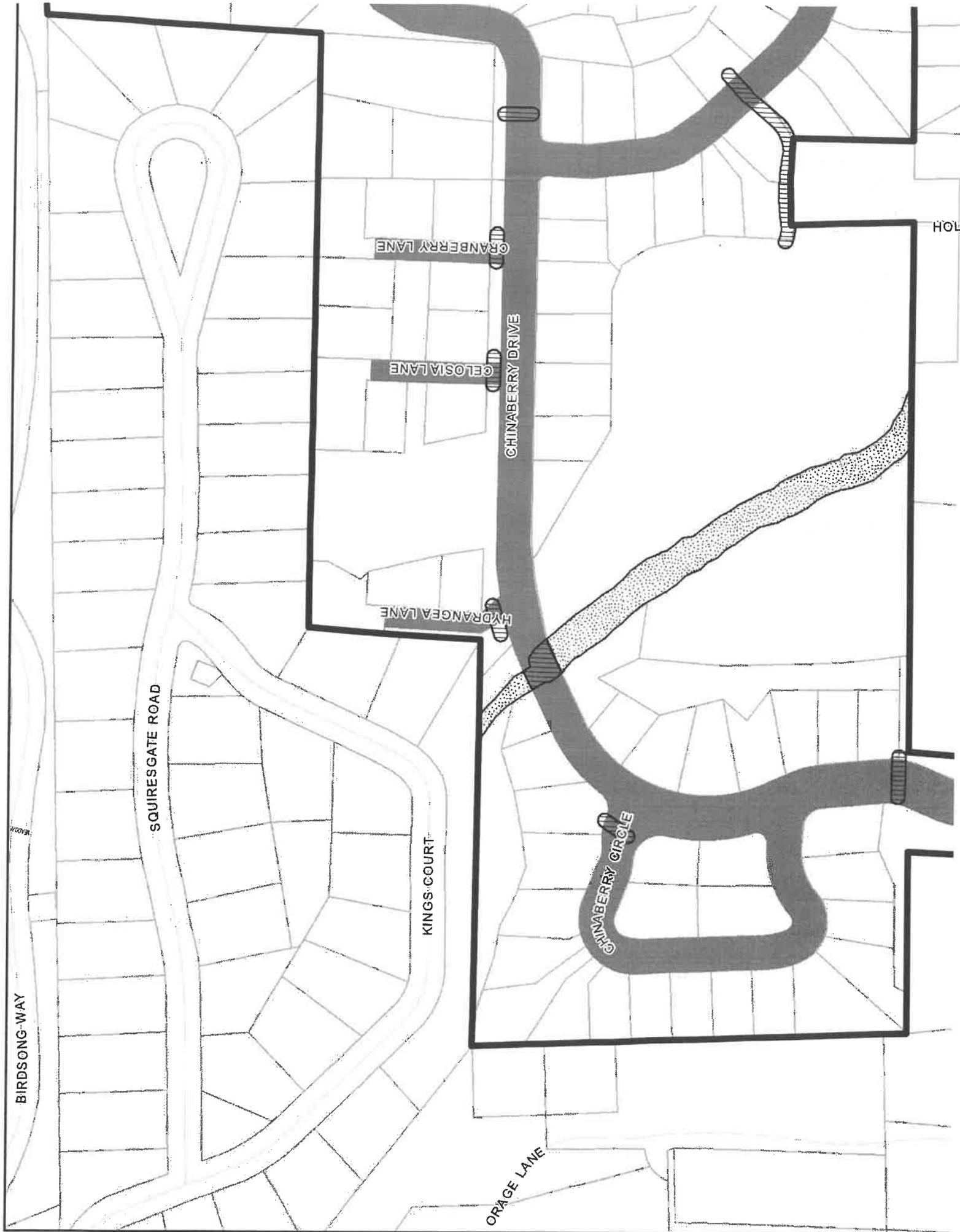
I, the undersigned Notary Public do hereby certify that _____
and Marc Orlando personally appeared before me on this day and duly acknowledged the
execution of the foregoing instrument on behalf of The Town of Hilton Head Island,
South Carolina.

Sworn to and Subscribed before me

on this _____ Day of _____, 202__.

Notary Public for South Carolina

My Commission Expires: _____





BIRDSONG WAY

SQUIRESGATE ROAD

KINGS COURT

CHINABERRY DRIVE

ORANGE LANE

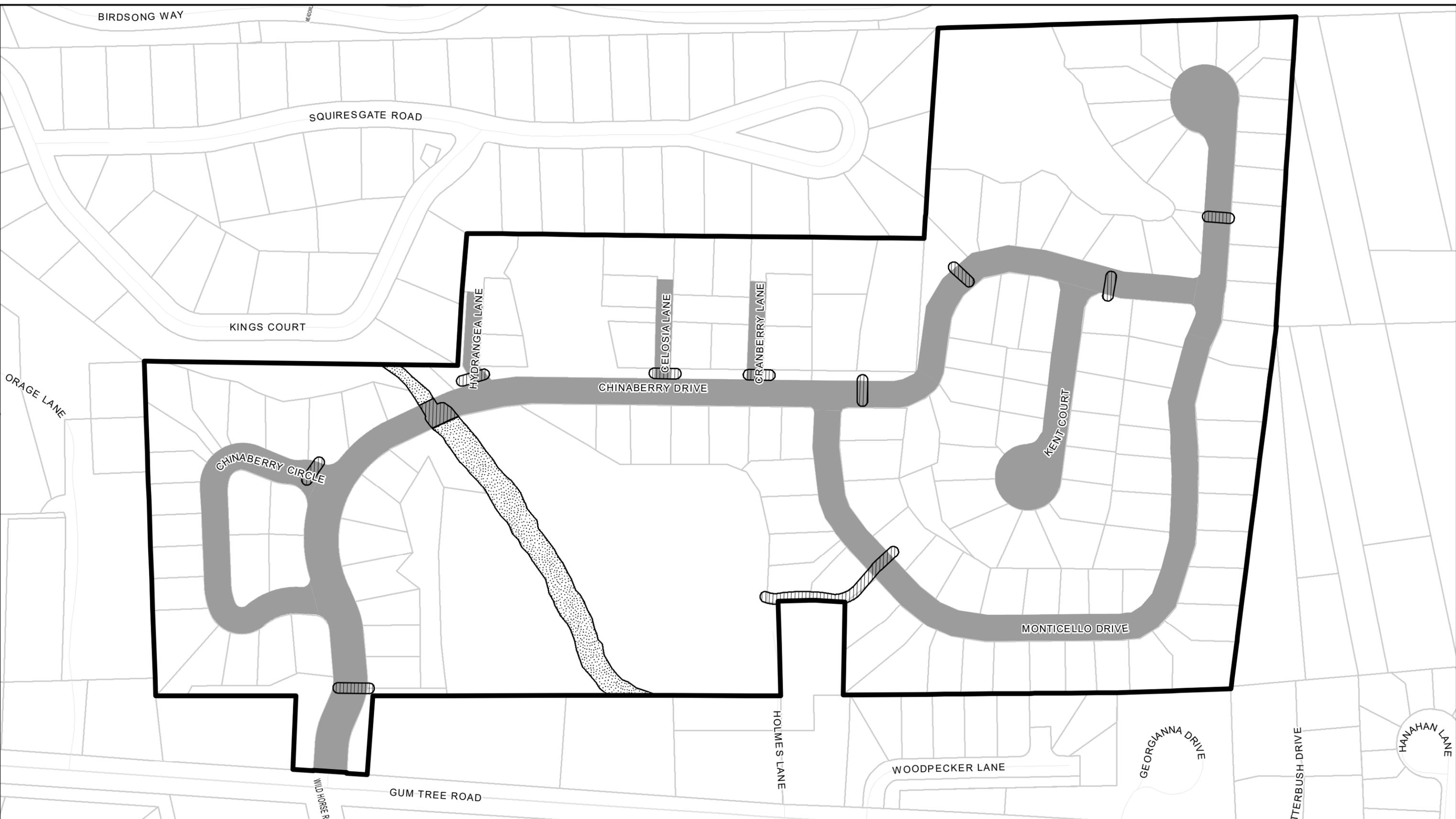
CHINABERRY CIRCLE

HYDRANGEA LANE

CELOSIA LANE

CRANBERRY LANE

HOH



- Drainage Easement Area
- Right-of-Way Area
- Chinaberry Ridge Limits
- Permanent Town Stormwater Easement

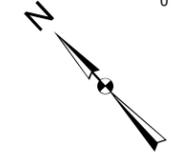
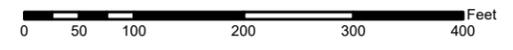
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

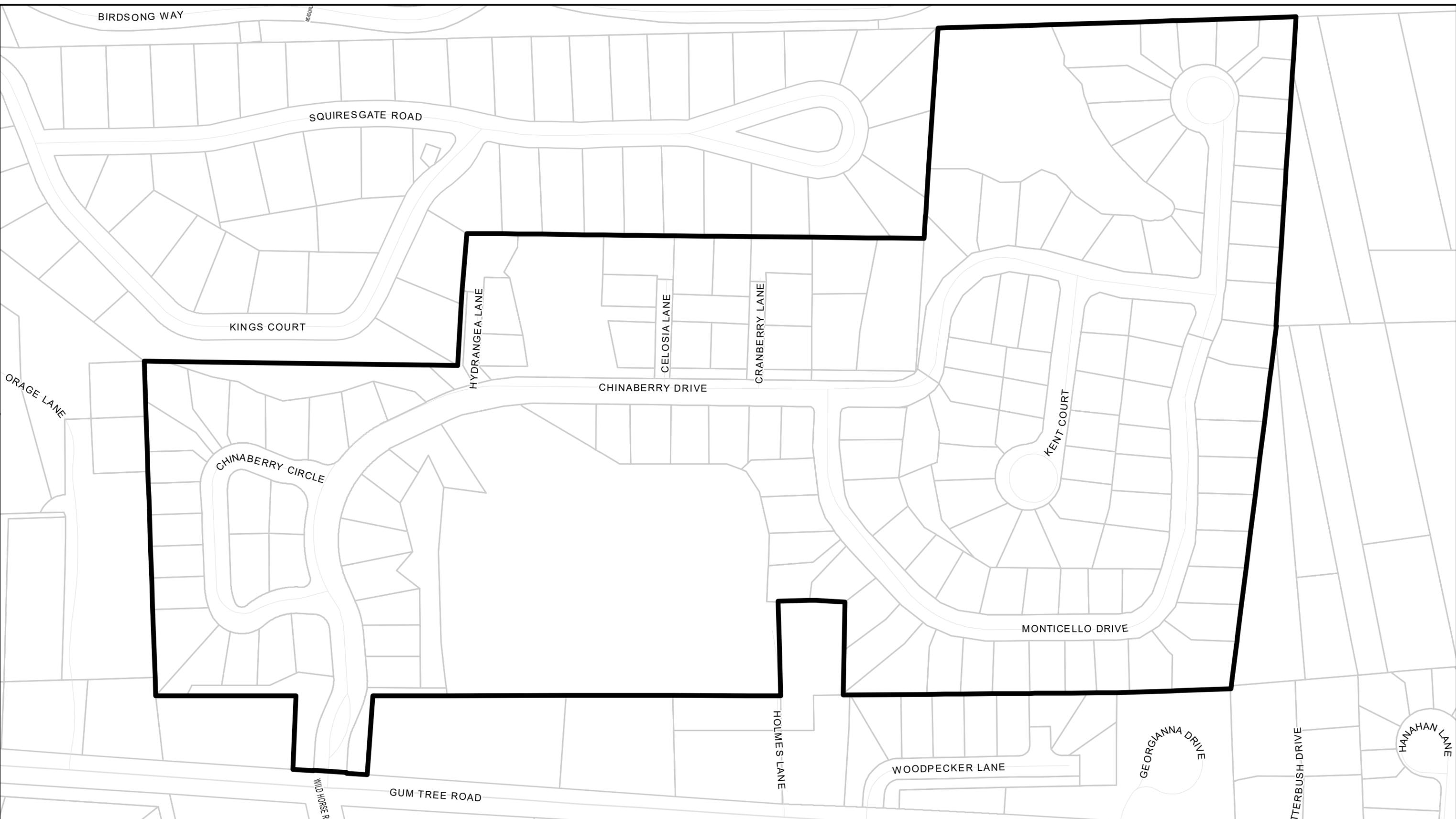
Chinaberry Ridge

Drainage Easement Agreement Limits

Revised on October 19, 2022



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

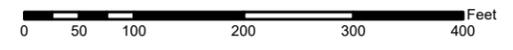
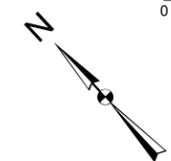


 Chinaberry Ridge Boundary

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit B Chinaberry Ridge Development Boundary

Revised on October 14, 2022



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

infrastructure for the collection and conveyance of storm water runoff within the Town of Hilton Head Island, South Carolina, and,

WHEREAS, Peregrine Pointe Property Owners' Association, Inc., desires for the Town of Hilton Head Island, South Carolina, to utilize Storm Water Utility Service Fees to undertake maintenance and improvement of the storm water drainage system in Peregrine Pointe, to facilitate the conveyance of storm water runoff within and through the Development; and,

WHEREAS, the Peregrine Pointe Property Owners' Association, Inc., has agreed to grant access, drainage, and maintenance easements to the Town, in order to facilitate the maintenance and improvement of the qualifying storm water drainage system in Peregrine Pointe.

Now, therefore, know all men by these presents, that Peregrine Pointe Property Owners' Association, Inc., and the Town of Head Island, South Carolina, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, agree as follows:

1. **Defined Terms:** As used in this Agreement, the following terms as related to this agreement shall mean:
 - a. *Agreement:* This "Drainage System Maintenance Agreement".
 - b. *Association:* Peregrine Pointe Property Owners' Association, Inc., a South Carolina not-for-profit corporation with the full authority under the Covenants to enter into this Agreement and to complete all of the Association's obligations under it, and to execute and

deliver the Access, Drainage and Maintenance Easement attached hereto as Exhibit “C.”

- c. *Casualty*: The destruction of all or any part of the Drainage System through a natural disaster.
- d. *Covenants*: Any one or more of Covenants, Conditions, and Restrictions for Peregrine Pointe Property Owners’ Association, Inc. recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.
- e. *Development*: Peregrine Pointe, a planned unit development or subdivision lying and being on Hilton Head Island, Beaufort County, South Carolina, which is shown and described on the map attached as Exhibit “B” hereto.
- f. *Drainage System*: The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or

driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.

- g. *Emergency*: A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- h. *Permanent Structure*: Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- i. *Pollutant*: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; sediment; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

- j. *Post-construction Structural Best Management Practice Facility:* A Post-construction Structural Best Management Practice Facility (BMPPF) is a facility designed and built to provide treatment of storm water either through storage, filtration or infiltration (i.e. detention basins, retention basins, rain gardens, bioretention cells, sand filters, vegetated filter strips, water quality swales and infiltration trenches) as set forth in the latest editions of the Beaufort County Manual for Storm Water Best Management and Design Practices, the South Carolina DHEC Storm Water Management BMP Handbook, and the Georgia Coastal Stormwater Supplement, which include descriptions standards, and design guidelines for these facilities.
- k. *Project:* Work, including repairs and improvements performed or approved by the Town to correct a specific Qualifying Storm Drainage System Deficiency.
- l. *Qualifying Drainage System Deficiency:* Anything that, in the determination of the Town, prevents, impairs or impedes the adequate conveyance or drainage of storm water runoff through the Drainage System or the structural failure of a Drainage System component. Qualifying Drainage System Deficiencies include, but are not limited to, the following:
 - i. Lagoon bank erosion that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage

System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;

- ii. Presence of sediment and debris located in the Drainage System that has an appreciable adverse impact on the conveyance of storm water runoff through the Drainage System or the functioning of the Drainage System;
- iii. Structural deficiencies associated with pipes and culverts, including, but not limited to, joint failures, deterioration, root intrusion, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threatens the integrity of adjacent Drainage System infrastructure or Permanent Structures;
- iv. Structural deficiencies associated with inlets, manholes, junction boxes, control structures and headwalls including, but not limited to, connection failure, deterioration, mechanical failure, or collapse that has an appreciable adverse impact on conveyance of storm water runoff through the Drainage System, or that threatens the integrity of adjacent infrastructure or Permanent Structures. Examples of typical deficiencies include damaged grates, grout failures at pipe connections, deterioration or failure of flap gates and sluice gates, or failure of structure walls;

- v. Sinkholes caused by Drainage System pipe or Drainage System structure Deficiencies, but not those caused by the actions of any third party, including utility providers;
- vi. Drainage System conveyance or performance deficiencies due to inadequate design capacity. Examples of typical conveyance or performance deficiencies include undersized pipes and insufficient weir capacities.

Qualifying Drainage System Deficiencies do not include the following:

- i. The aesthetic appearance or appeal of any part of the Drainage System, including but not limited to lagoons, banks of lagoons, channel banks, landscaping, drains, catch basins, canals, structures, bridges, bulkheads, pipes, culverts, valves gates, debris that does not have an appreciable adverse impact on the conveyance of storm and surface water through the Drainage System, or other visible components of the Drainage System;
- ii. The introduction of pollution or pollutants into the Drainage System from any source;
- iii. Lagoon bank erosion that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of

adjacent Drainage System infrastructure or Permanent Structures;

- iv. Tidal erosion or tidal flooding that does not have an appreciable adverse impact on conveyance of storm water runoff through the Drainage System or threaten the integrity of Drainage System infrastructure;
- v. Establishment of access to the Drainage System by the Association, including, but not limited to, grading, clearing of vegetation, removal of trees, or removal of other obstructions or Permanent Structures in order to provide physical access to the Drainage System;
- vi. Drainage System damage or deficiencies caused by the actions of others, including utilities and property owners (including, but not limited to, bores or cuts into pipes or structures);
- vii. Minor or nuisance flooding that does not adversely affect transportation infrastructure, Permanent Structures, hardscape amenities, or conveyance of storm water runoff through the Drainage System, including golf course flooding, isolated lawn and yard ponding, or standing water in roadway shoulders and unimproved lots or land;
- viii. Drainage System Deficiencies determined by the Town to be caused or exacerbated by intentional acts causing tidal backflow and saltwater intrusion into the Drainage System

through failure to operate control structures per the design intent or the failure by the Association to monitor and maintain proper functioning of backflow prevention devices including flaps, gates, sluice gates, check valves, or similar devices;

- ix. Damage to, or failure of, Drainage System components situated underneath or within five (5) feet of any Permanent Structure that is not a part of the Drainage System, where the Town determines that difficult access and/or liabilities exist, or within the zone of influence for the foundation of a Permanent Structure;
 - x. The construction of a new drainage system or an addition to an existing Drainage System, or the modification of an existing Drainage System to accommodate drainage requirements for new development within the Development.
 - xi. Drainage System deficiencies determined by the Town to be caused by or originating from unauthorized or non-permitted modifications to the Drainage System by any party other than the Town.
- m. *Storm Water Utility Service Fees*: The fees collected by Beaufort County, South Carolina, under the authority of Beaufort County Ordinance 99-101, *et seq.*, as amended, and which are remitted by

Beaufort County, South Carolina, to the Town; or any similar fee, however denominated, imposed and collected by any subsequent or successor Storm Water Utility operated by The Town, under the authority of Town Ordinance Number 2002-43.

- n. *Storm Water Utility Project Prioritization and Annual Budget Process:* The annual process by which the Town of Hilton Head Island, South Carolina, shall establish and maintain a prioritized list of all known Qualifying Drainage System Deficiencies within the Town limits determined to be eligible for service using Storm Water Utility Service Fees. Prior to the beginning of each fiscal year, the Town shall establish an annual Storm Water Utility budget which defines all revenues and expenditures associated with the Storm Water Utility Service Fees. This budget shall include those known Projects to correct Qualifying Drainage System Deficiencies intended to be completed within that fiscal year.
 - o. *Town:* The Town of Hilton Head Island, South Carolina.
2. **Grant of Easements:** Contemporaneously with the execution and delivery of this Agreement, the Association and the Town have entered into an “Access, Drainage and Maintenance Easement” which grants the Town rights to access, operate, utilize, maintain, and improve the Drainage System within the Development, with said easement being in the form attached hereto as Exhibit “C”.

3. **Maintenance, Inspection and Operation of Drainage System:** Upon the execution and delivery of this Agreement and the Access, Drainage and Maintenance Easement:

- (a) the Town shall be responsible for the maintenance, repairs and improvements necessary to correct any Qualifying Drainage System Deficiency under the terms and conditions of this Agreement. This Agreement does not preclude the Association from repairing, maintaining, or improving any component of its Drainage System at its expense.
- (b) The Association shall be responsible for the following within the Development:
 - (i) Normal and emergency operation of Drainage System control structures, including gates, weirs and pumps, and for lowering water levels in compliance with pre-storm preparation protocols established by the Town.
 - (ii) Maintenance and replacement of weir boards, maintenance of control structure access ways, decking and railings, and maintaining control structure accessibility for inspection and operation by controlling and/or removing vegetation as necessary.
 - (iii) Performing maintenance of work shelves along ditches and canals to provide reasonable and adequate access for inspection, maintenance and repair.
 - (iv) Monitoring the condition of flap gates, sluice gates, check valves, and similar devices intended to prevent the intrusion of tidal backflow

and brackish water into the Drainage System to ensure that they are in proper working order and functioning as intended.

- (v) Making repairs to roadway pavement, pathway pavement, curb and gutter and related ancillary infrastructure or property damage attributed to a past or existing Qualifying Drainage System Deficiency if the deficiency has been corrected by the Town via trenchless technology methods (i.e. pipe lining). This does not obligate the Association to repair or replace such infrastructure if the repair is made using open cut excavations where removal of surface infrastructure is necessary to complete the repair, in which case, the repair of the ancillary infrastructure shall be considered to be a part of the Town's work to correct the deficiency.
- (vi) Performing annual inspections of Post-construction Structural Best Management Practice Facilities in order to comply with Stormwater Management Plan obligations, including submittal of inspection documentation to the Town in accordance with § 16-5-109 (H)(2), *Municipal Code to the Town of Hilton Head Island* (1983).
- (vii) Regulating the actions of utility providers and property owners, or their assigns, to prevent and mitigate any damage they may cause to the Drainage System.

4. **Procedure for Town's Maintenance of Drainage System:** The Parties acknowledge that the Town intends to provide for the maintenance and improvement of the Drainage System and the repair of identified Qualifying

Drainage System Deficiencies, other than those caused by an Emergency or Casualty, through the development of its Storm Water Utility Project Prioritization and Annual Budget Process. Other than in the case of an Emergency or Casualty, as described in Articles 7, 8 and 10 below, or work completed directly by the Association under Article 9, the Parties agree:

- a. *Identifying Qualifying Drainage System Deficiencies:* The Association shall be responsible for identifying any Qualifying Drainage System Deficiencies.
- b. *Schedule for Submission:* The Association shall submit a written description of each known Qualifying Drainage System Deficiency to the Town using the service request form provided by the Town, describing the nature, location and cause (if known) of each Qualifying Drainage System Deficiency. The Association may identify a potential solution is for the deficiency. In such case, the Association shall include a description of the solution and a preliminary estimate of anticipated costs for the proposed solution. Qualifying Drainage System Deficiencies that are reported to the Town, or which are discovered by the Town, by the end of any calendar year will be considered in the development of the Storm Water Utility Project Prioritization and Annual Budget Process for the following fiscal year.
- c. *Completion of Maintenance:* The Town shall annually develop a Storm Water Utility Project Prioritization and an Annual Budget that

will address identified Qualifying Drainage System Deficiencies as follows:

- i. The Town shall determine the scope and extent of the maintenance, repair or improvement that is necessary to correct any Qualifying Drainage System Deficiencies, and the means, methods and materials needed to accomplish the same.
- ii. The Town shall determine the priority and number of the Projects and schedule the Projects to correct to correct the Qualifying Drainage System Deficiencies for each fiscal year. The determination of the scheduling and funding for the correction of the Qualifying Drainage System Deficiencies shall be made by the Town, taking into account the following:
 1. The availability and amount of the Storm Water Utility Service Fees fund balance, revenue from bonds paid by Storm Water Utility Service Fees, and Storm Water Utility Service Fees in any given fiscal year;
 2. Prioritization of all other Projects, or qualifying requested improvements, repair and maintenance that are to be funded with Storm Water Utility Service Fees; and

3. The annual cost required to operate the Storm Water Utility, its programs and initiatives, and debt service.
 - iii. The Town will complete the Projects as determined by the Town as a part of the Storm Water Utility Project Prioritization and Annual Budget Process, unless Emergencies or Casualties occur that alter the prioritization and funding such that funds are insufficient to correct all Qualifying Drainage System Deficiencies as intended within the same fiscal year.
 - d. *Scheduling of Projects:* Other than in the case of an Emergency or Casualty, the Town and the Association shall mutually agree in writing as to the scheduling of any Project to be performed under this Agreement in the Development in advance of the commencement of the Project.
 - e. *Resident Notification:* The Association shall be solely responsible for the notification of its owners and guests that may be affected by any Project, or by work to address any Emergency or Casualty.
 - f. *Legal Access to Private Property:* The Association shall be responsible for obtaining all access rights, including access rights over and across property in the Development that is not owned by the Association, as may be deemed necessary by the Town to complete any Project.

- g. *Access Needed to Complete Project:* The Association shall be responsible for providing clear and adequate physical access to each Project site at no cost to the Town. If clear, adequate physical access to the Project site cannot be provided sufficient to complete the Project without the likelihood of damage to property, assets and amenities by contractors and equipment, the repair and replacement of any property, assets and amenities damaged as a result of the Project shall be the responsibility of the Association, at no additional cost to the Town. Such property, assets and amenities shall include, but are not limited to, landscaping, flowerbeds, ornamental shrubs and trees, lawns, irrigation systems, boardwalks, cart paths, driveways, and sidewalks. The determination of whether the access is clear and adequate, and whether there is a likelihood of damage shall be made in the sole discretion of the Town, prior to the commencement of the Project. The Association has the right to withdraw the service request if the magnitude of potential damage is not acceptable to the Association. If the service request is withdrawn, completing the Project shall be the responsibility of the Association.
- h. *No Guarantees Regarding Schedule:* The Town cannot guarantee that the amount of available Storm Water Utility Service Fees, the number of Projects to be funded with Storm Water Utility Service Fees in any given fiscal year, and whether Emergencies and

Casualties and weather related general emergencies will not cause delays in the correction of Qualifying Drainage System Deficiencies within the Development and elsewhere. The parties acknowledge that the Town's determinations with respect to the priority, funding and timing of any Project shall be made at the Town's discretion and shall be final.

5. **Further Obligations of the Association:** The Association agrees that during the term, or any renewal term, of this Agreement, it shall take no action which damages the Drainage System, allows damage to the Drainage System, or creates a Drainage System Deficiency, including, but not limited to allowing salt water intrusion or pollutants to enter the Drainage System and allowing utility providers, property owners, or their assigns to impair the function of the Drainage System. To the extent the Association has a continuing obligation under the Covenants to repair and maintain various improvements located within the Development including lagoons and lagoon banks, ditch maintenance shelves, roads, pathways, utilities, this Agreement is not intended to in any way restrict or limit the Association's completion of its obligations.
6. **Payments as Current Expense of Town:** Any payments to be made by the Town hereunder shall be made from Storm Water Utility Service Fees as budgeted for by the Town in any given fiscal year. The Town and the Association intend that the payment obligations of the Town shall constitute a current expense of the Town and shall not in any way be construed to be a debt of the Town in contravention of any applicable constitutional or statutory limitations concerning indebtedness of

the Town, nor shall anything contained herein constitute a pledge of general tax revenues, funds, money or credit of the Town.

7. **Emergency:** The Parties agree that in the event of an Emergency, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Responsibilities of the Association:* The Association shall take such steps as may be reasonably necessary to secure any area affected by the Emergency. The Association shall notify the Town as soon as is practical after discovery of the Emergency. The Association may complete any repairs to the Drainage System needed to address the Emergency, as provided for in Article 10, below.
- c. *Responsibilities of the Town:* Upon receipt of notification of an Emergency from the Association, the Town shall determine the scope and extent of the work that is necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The Town shall correct or repair the damage caused by the Emergency as soon as practical, taking into account the threat presented by the Emergency, the existence of any other Emergency or Casualty, the cause of the Emergency and/or the existence of any general emergency affecting the Town and availability of funding. The Town may seek reimbursement from third parties for any costs incurred by the Town

as a result of any Emergency found to have been caused by the negligence of said third parties.

8. **Casualty:** The Parties agree that in the event of a Casualty, the following procedure shall apply:

- a. *Agreement Not Terminated:* This Agreement shall remain in full force and effect.
- b. *Design of Drainage System:* The Town shall produce engineering and design plans at its expense for the reconstruction of all or any part of the Drainage System affected by the Casualty.
- c. *Approval of Plans:* The engineering and design plans must be approved by the Association prior to any reconstruction of the Drainage System. If the Association does not approve the engineering and design plans prepared by the Town, the Association may reconstruct the Drainage System at its own expense and shall not seek reimbursement for the cost thereof from the Town.
- d. *Right of Entry and Access:* If the engineering and design plans approved by the Association require work outside of easement limits described in the Access, Drainage and Maintenance Easement, the Association shall provide temporary easements for access and construction over any property it owns or controls, and shall deliver a valid temporary construction easement for access and construction from the owners of property that the Association does not own.

- e. *Amendment of Access, Drainage and Maintenance Easement:* In the event that the engineering and design plans approved by the Association, Include permanent improvements or create access or other needs that are in areas not included in the Access, Drainage and Maintenance Easement, the Association agrees that it will execute and deliver an amendment to the Access, Drainage and Maintenance Easement to subject any such areas in the Access, Drainage and Maintenance Easement.
- f. *Reconstruction of Drainage System:* Following the approval of the engineering and design plans and specifications by the Association, the Association's delivery of any needed temporary easements for access and construction, the Town shall complete the reconstruction of the Drainage System, or any part of it, as soon as is practical, taking into account the threat presented by the cause of the Casualty, the existence of any general emergency affecting the Town, the existence of other Emergencies and Casualties and availability of funding. Other than the expenses identified in subsection (b) of this Article 8, the Town may seek reimbursement for any costs incurred by the Town as a result of any Casualty from Storm Water Utility Service Fees, bond, any government aid and assistance programs, or the Association, if the Association is responsible for all or any part of the Casualty.

9. **Maintenance of Drainage System by the Association:** Nothing herein shall prohibit the Association from performing any Project in advance of the time that any such Project is scheduled as a part of the Town's Storm Water Utility Project Prioritization and Annual Budget Process, if the Association determines that it is in its interest to do so. Other than in the case of an Emergency (addressed in Article 10, below), or a Casualty (addressed in Article 8, above), the Association shall be entitled to reimbursement, in an amount up to the amount budgeted by the Town for the Project but not exceeding the actual cost to the Association, from Storm Water Utility Service Fees, in the fiscal year that such Project is scheduled to be done as a part of Town's Storm Water Utility Project Prioritization and Annual Budget Process, as follows;

- a. The Association shall submit its plans, quantities, and specifications for any Project to the Town.
- b. The Town shall grant its written approval to the Association to complete the Project unless it determines that:
 - i. The plan and work proposed by the Association will not correct the existing Qualifying Drainage System Deficiency; or,
 - ii. The scope of the proposed work exceeds what is necessary to correct the existing Qualifying Drainage System Deficiency,
- c. Upon receipt of the Town's written approval, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-

1-111, *Municipal Code of The Town of Hilton Head Island, South Carolina* (1983), as the same may be amended from time to time.

- d. Any changes in the approved scope of work for the Project resulting in additional work or cost to the Town must be approved in writing by the Town prior to commencement of any additional work.
- e. The Association shall notify the Town at least seventy-two (72) hours prior to the commencement of work on the Project and at any key junctures of the work where the Town may need to inspect the work.
- f. Upon completion of the Project, the Town shall inspect the Project and provide the Association written approval or rejection of the Project.
- g. If the Project is approved by the Town, the Association shall submit to the Town its request for reimbursement, which shall include full documentation of the bid and procurement of the work to complete the Project, the contract for the work to complete the Project, the construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work in progress, documentation of the payments made by the Association, any required test reports and the Association's written certification that the Project was completed in accordance with the approved plans and specifications.
- h. The Town shall thereafter budget funds for reimbursement to the Association from Storm Water Utility Service Fees in the fiscal year

that the Project would have otherwise been scheduled in the Town's Storm Water Utility Project Prioritization and Annual Budget Process. The schedule for reimbursement shall depend upon the Project ranking when compared to all other Projects as determined in the Town's Storm Water Utility Project Prioritization and Annual Budget Process and may be moved forward into a future budget year as a result. The Association acknowledges that the Town has no obligation to reimburse the Association for any Project in the fiscal year following the Association's completion of the Project, or in any other particular fiscal year.

10. **Emergency Work by the Association:** If for any reason, the Town is unable to repair or correct the damage caused by an Emergency in a time frame that is acceptable to the Association, the following shall apply:
 - a. The Association shall consult with the Town to determine a cost-efficient scope and extent of work necessary to repair or correct the damage caused by the Emergency, and the means, methods and materials needed to accomplish the same. The TOWN must approve in writing, the scope and plans for the work and procurement of construction services, prior to the commencement of work. The Association is not required to bid the work but if the Association chooses to bid the work, the Association shall bid the work in accordance with the Town's Procurement Code, § 11-1-111, *Municipal*

Code of The Town of Hilton Head Island, South Carolina (1983), as the same may be amended from time to time.

- b. The Association shall complete the work that is necessary to repair or correct the damage caused by the Emergency.
- c. The Association shall, whenever possible, notify the Town at least seventy-two (72) hours prior to the commencement of work and at any key junctures of the work whereas the Town may need to inspect the work.
- d. Upon completion of the work that has been authorized and approved by the Town, the Association shall submit to the Town a request for reimbursement, which shall include full documentation of the bid and procurement documents for the work, the contract for the work, construction plans, details and as-built surveys or drawings, measurements, dated inspection reports, photographs of the work done and documentation of the payments made, any required test reports and the Association's written certification that the work was completed in accordance with the approved plans and specifications and state the date the work was completed.
- e. The Town shall approve the Association's request for reimbursement unless it determines that the requested reimbursement includes work other than the work authorized and approved by the Town.

- f. Within three (3) fiscal years following the Town's approval of the Association's request for reimbursement, the Town shall reimburse the Association in the amount approved.
 - g. Requests for reimbursement by the Association be submitted to the Town within three years following the completion of the work by the Association. The failure to submit the request for reimbursement to the Town within three years following completion of the Work shall bar any reimbursement for the work.
11. **No Guarantees Regarding Flooding:** The Association acknowledges that the Town's performance of its obligations under this Agreement does not guarantee or insure that property within the Development will be free of events of flooding or erosion, and that the Town does not represent or warrant to the Association that the performance of the Town's obligations under this Agreement will operate to prevent events of flooding or erosion within the Development.
12. **Waiver of Storm Water Service Fee Credit:** Upon the execution and delivery of this Agreement, and for and during the term or any extensions hereof, the Association acknowledges it shall not be entitled to receive and hereby waives any Storm Water Service Fee Credit from Beaufort County or the Town with respect to any real property located within the limits of the Development, for and during the term of this Agreement or any renewal of this Agreement.
13. **Term:** This Agreement shall remain in place for ten years from the date of execution and shall renew automatically for successive two (2) year terms beginning July 1 each year thereafter, unless either Party notifies the other, in

writing, of its intention to terminate this Agreement. Any such notice shall be delivered not less than two hundred and seventy (270) days prior to the end of the Town fiscal year (June 30) at the end of the then-current term in which such Party wishes to terminate the Agreement. Upon delivery of such notice, this Agreement shall terminate at midnight on June 30th of the fiscal year in which the notice is delivered (for example, if notice is given February 1, 2020, the Agreement would terminate on June 30, 2021). The parties shall thereafter execute and deliver such documents as may be necessary to cancel the Access, Drainage and Maintenance Easement delivered pursuant to this Agreement.

- a. **Superseding Legislation:** In the event that the South Carolina General Assembly enacts legislation prohibiting the ability of local governments to impose and collect Storm Water Service Fees, then this Agreement shall terminate.

14. **Representation and Warranties of the Association:**

The Association represents and warrants:

- a. That any and all necessary approvals and/or resolutions have been obtained, that it has the full authority to execute, deliver and perform this Agreement and to execute and deliver the Access, Drainage and Maintenance Easement to be delivered pursuant to this Agreement, and that the individual(s) executing such documents have full power and authority to bind the Association to the same.
- b. That it is not now a party to any litigation affecting the property burdened by the easements herein which could impair the

obligations of the Association under this Agreement or the Access, Drainage and Maintenance Easement, and the Association knows of no litigation or threatened litigation affecting their ability to grant said easements.

- c. That as to any pipes or other portions of the Drainage System as shown on Exhibit "A" hereto which are located in whole or in part on private residential lots, the Association has full authority under the Covenants to convey or assign to the Town the rights contemplated in this Agreement and the Access, Drainage and Maintenance Easement.

15. **Town Representation and Warranties:**

The Town represents and warrants to the Association:

- a. As is shown by the Resolution of the TOWN that is attached hereto as Exhibit "D", the Town represents that it has the power and authority to enter into this Agreement and complete its obligations hereunder; and,
 - b. That it is not now a party to any litigation which could impair the obligations of the Town under this Agreement, and the Town knows of no litigation or threatened litigation affecting its ability to perform hereunder.
16. **Taxes:** The Association shall ensure payment, prior to delinquency, all taxes on Association properties within the Development burdened by the easements granted under this Agreement.

17. **Default:** The Town and the Association agree that in the event of a default or breach of any provision or term of this Agreement, the non-defaulting party or parties shall give written notice to the defaulting party or parties of the default or breach. In the event that the defaulting party or parties fail to cure the default or breach within thirty (30) days of the date of the written notice specifying the default or breach, unless a non-monetary default or breach cannot reasonably be cured within said thirty (30) day time period, then said period shall be reasonably extended, up to one hundred and twenty (120) days, then the non-defaulting party or parties shall be entitled to pursue any remedy at law or in equity against the defaulting party or parties, including but not limited to an action for damages, injunction or specific performance of this Agreement.
18. **Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any of the provisions or terms of this Agreement, the prevailing party or parties shall be entitled to seek recovery of its or their reasonable attorney's fees and any costs incurred as a result of any such action or proceeding, whether incurred before the commencement of suit or after the commencement of suit, and including appellate proceedings, in addition to any other relief to which the prevailing party or parties is or are entitled.
19. **General Provisions:**
 - a. *Binding Effect:* This Agreement shall inure to the benefit of and be binding upon the Association and the Town, and their respective successors and assigns.

- b. *Amendment, Changes and Modifications:* Except as is otherwise provided herein, this Agreement may not be modified, amended, changed or altered without the written consent of the TOWN and the Association.
- c. *Severability:* In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- d. *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- e. *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. *Captions:* The captions or headings used herein are for convenience only and in no way define, limit, expand or describe the scope or intent of any term or provision of this Agreement.
- g. *Plural/Singular:* Where appropriate, the use of the singular herein shall be deemed to include the plural, and the use of the plural herein shall be deemed to include the use of the singular.
- h. *No Third Party Beneficiaries:* The Town and the Association affirmatively represent that this Agreement 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. It is the express intent of the Town and the Association that no other party shall have any enforceable rights hereunder, or any right to the enforcement hereof, or to any claim for damages as a result of any alleged breach hereof.

- i. *Notices:* All notices, applications, requests, certificates or other communications required hereunder shall be sufficiently given and shall be deemed given on the date when such is delivered in person, or deposited in the United States Mail, by regular first class mail, postage prepaid, at the following addresses, or at such other address as may be designated, in writing, by the Parties:

To the Town: The Town of Hilton Head Island, SC
 Attn: Marc Orlando, Town Manager
 One Town Center Court
 Hilton Head Island, SC 29928

To the Association: Peregrine Pointe Property Owners'
 Association, Inc.
 Attn: Bobby Tillison
 Board President
 46 Peregrine Drive
 Hilton Head Island, SC 29926

- j. *No Waiver:* No failure of any Party hereto to exercise any power or right given to such Party hereunder, or to insist on strict compliance by any other Party of its obligations hereunder, and no custom or practice of the Parties at variance with the terms and provisions hereof shall constitute a waiver of any Party's right to thereafter demand strict compliance with the terms of this Agreement.

k. *Further Assurances and Corrective Documents:* The TOWN and the Association agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the terms and provisions hereof. The Town and the Association agree that each shall, upon request, execute and deliver such other or further or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the terms and provisions hereof.

In Witness Whereof, The Town of Hilton Head Island, South Carolina; and Peregrine Pointe Property Owners' Association, Inc., by and through their duly authorized officers, have executed and delivered this Agreement as of this ____ day of _____, 202__.

SIGNATURES BEGIN ON NEXT PAGE

WITNESSES:

Peregrine Pointe Property Owners' Association,
Inc.

Patricia M. Moore

By: Mitallina J.

Its: President

Shay Jenkins

Attest: _____

Its: _____

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

List of Exhibits

- Exhibit A Map depicting the limits of the Access, Drainage and Maintenance Easement areas and Drainage Systems covered by this Agreement
- Exhibit B Map depicting the Development covered by this Agreement
- Exhibit C Access, Drainage and Maintenance Easement
- Exhibit D Town Resolution authorizing this Agreement

- (d) *Drainage System:* The existing system of lagoons, ditches, canals, pipes, culverts, catch basins, drains, manholes, junction boxes, weirs, valves, gates, pumps, structures, related equipment, and related infrastructure, in the Development lying within the Easement Areas shown on the map attached hereto as Exhibit “A,” which facilitates the collection, storage and conveyance of storm and surface water runoff for public benefit through, within, and from the Development. For purposes of this Agreement, the Drainage System shall not include any bridges, docks, retaining walls, road or pathway asphalt, road or building gutters, underdrains, sub-drains, structural bulkheads, beaches, tidal banks, estuaries, or salt marshes, or driveway pipes, unless the Town, in its sole discretion deems any particular driveway pipe as critical to the function of the Drainage System.
- (e) *Emergency:* A blockage, structural or mechanical failure, collapse or other sudden catastrophic event affecting any part of the Drainage System which prevents or substantially inhibits the flow of storm and surface water through all or any part of the Drainage System, or which otherwise results in an imminent peril to life or property.
- (f) *Permanent Structure:* Any immovable structure, including, but not limited to, buildings, sheds, pavilions, walls, masonry structures, tennis courts, and swimming pools, including swimming pool decks.
- (g) *Town:* The Town of Hilton Head Island, South Carolina.

2. *Grant of Easements:* The Association does hereby grant, transfer, sell and convey to the Town, and its agents, assigns, employees and contractors, and their vehicles, machinery, and equipment, and create and establish for the benefit of the Town, the following easements:

(a) A non-exclusive Access Easement on, over and across any roads and streets within the Development, and on, over and across any property owned by the Association encumbered by all or any part of the Drainage System. This Access Easement includes a non-exclusive and partial assignment of any and all easement rights for access held by the Association, under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through.

(b) A non-exclusive Maintenance Easement on, under, over, through and across any property of the Development, encumbered by all or any part of the Drainage System. This Maintenance Easement includes a non-exclusive and partial assignment of any and all easement rights for maintenance, construction, or otherwise, held by the Association under the Covenants or any other declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through. This Maintenance Easement shall include all facilities or structures directly related to the collection, storage

and conveyance of storm and surface water now or hereafter existing within the Development, and sufficient property beside or over any part of the Drainage System as shown on Exhibit "A" to allow for excavation and any other work necessary to improve, repair or maintain the Drainage System.

(c) A non-exclusive Drainage Easement for the conveyance of any storm and surface water originating from within or without the boundaries of the Development through the Drainage System, at such rates and in such amounts as may occur from time to time.

(d) This Drainage Easement includes a non-exclusive and partial assignment of any and all easement rights for drainage held by the Association under the Covenants or any other recorded declaration of covenants and restrictions, recorded easements or otherwise, over property that the Association does not own within the Development and upon which any part of the Drainage System lies or passes on, across, under or through; provided however, that the Town shall provide timely written notification to the Association of any potentially disruptive improvements and/or modifications to the systems conveying storm and surface water originating without the boundaries of the Development and through the Development Drainage System.

3. This Access, Drainage and Maintenance Easement is granted and accepted subject to the following:

(a) The Town agrees that the use of the easements granted herein shall be restricted to the hours of 7:00 o'clock, A.M., to 5:00 o'clock, P.M.,

Monday through Friday excluding public holidays, except in the event of an Emergency.

(b) Other than in the case of an Emergency, the Town and the Association shall determine the scheduling of any work to be performed hereunder, on its or their property, in advance of the commencement of the work.

(c) This Access, Drainage and Maintenance Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Association, their successors and assigns, to utilize their property at any time, in any manner, and for any purpose, provided, however, that such use by the Association shall not be inconsistent with nor prevent the full utilization by the Town of the rights and privileges granted herein.

(d) The Town agrees to plan, lay out, and execute or build improvements, make repairs, and otherwise maintain the Drainage System, and further agrees that the Town's exercise of the rights granted in this Access, Drainage and Maintenance Easement shall be under the exclusive control of the Town and that the Town shall at all times comply with all applicable laws, rules, codes, and regulations.

(e) The Association shall not erect any Permanent Structure on, under, over, through and across any property of the Development encumbered by all or any part of the Drainage System without the Town's prior written approval, which approval shall not be unreasonably withheld. The

Association shall not impede, obstruct, or allow to be obstructed, the natural flow of storm and surface water runoff through the Drainage System; provided, however, that the Association shall have a continuing obligation under the Covenants to repair and maintain various improvements located within the Common Properties (lagoons and lagoon banks, roads, pathways, utilities, etc.), and this Agreement is not intended to in any way restrict or limit the Association from taking reasonable actions to perform said obligations.

(f) The rights conveyed under this Access, Drainage and Maintenance Easement are limited to the parties and purposes stated herein. This Access, Drainage and Maintenance Easement conveys no rights of access or otherwise to the general public.

4. The Association acknowledges that the Town shall have no obligation to perform or pay for any work to repair, improve or maintain the appearance or appeal of the lagoons, banks of lagoons, landscaping, drains, canals, or other visible components of the Drainage System, including, but not limited to, structures, bridges, bulkheads, pipes, culverts, valves, and gates.

5. The Town agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Grantor, its successors, assigns, invitees, guests, licensees, and agents. The Town further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all materials, debris, and construction materials shall be promptly removed. The Town shall restore any other part of the property of the Association which may be damaged as a

result of the Town's exercise of the rights granted hereunder to its pre-existing state.

6. The Town hereby warrants to the Association that the granting of this Access, Drainage and Maintenance Easement will not affect any "set back" lines with respect to any property currently owned by the Association.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Access, Drainage and Maintenance Easement to be executed by their duly authorized officers as of this _____ day of _____, 202__.

WITNESSES:

Peregrine Pointe Property Owners' Association, Inc.

[Signature]

By: [Signature]

[Signature]

Attest: _____

STATE OF SOUTH CAROLINA)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that _____ personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of Peregrine Pointe Property Owners' Association, Inc..



Sworn to and Subscribed before me on this 10TH Day of NOVEMBER, 2022.

[Signature]
Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:
SOUTH CAROLINA

THE TOWN OF HILTON HEAD ISLAND,

By: _____

_____, Mayor

Attest: _____

Marc Orlando, Town Manager

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

)
)
)

UNIFORM ACKNOWLEDGMENT
S.C. CODE § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that _____
and Marc Orlando personally appeared before me on this day and duly acknowledged the
execution of the foregoing instrument on behalf of The Town of Hilton Head Island,
South Carolina.

Sworn to and Subscribed before me
on this _____ Day of _____, 202__.

Notary Public for South Carolina

My Commission Expires: _____



 Drainage Easement Area
  Right-of-Way Area
  Peregrine Pointe Limits

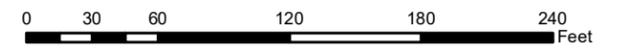
Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Exhibit A

Peregrine Pointe

Drainage Easement Agreement Limits

Revised on October 14, 2022



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

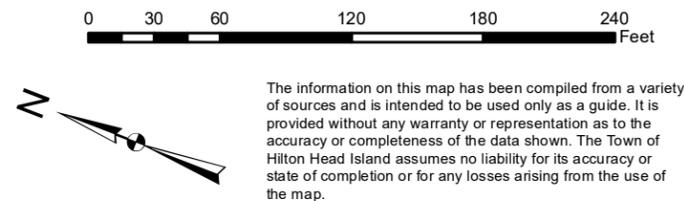


 Peregrine Pointe Boundary

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

Revised on October 14, 2022

Exhibit B Peregrine Pointe Development Boundary



0 30 60 120 180 240 Feet

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

ATTACHMENT 7

Agreement Partner	POA Contact	Action Required by	Initial Request Date	Agreement Process sent to POA	New Agrmt Package Sent to POA	POA Comments Received	Changes Requested?	Comments Addressed	Approved by POA	Final Version to POA	Meeting with POA	Received with Signatures	CS&PSC Meeting	Committee Endorsement	Council Meeting Date	Council Approval	Documents Fully Executed	Documents Recorded
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PROSPECTIVE													COMMITTEE APPROVAL		COUNCIL APPROVAL		DOCUMENT EXECUTION	
Graham Lane	Danielle Tison 843-682-5144 daniellet@hiltonheadislandsc.gov	POA	inquiry 10/8/21	10/08/21	POA has not requested													
The Paddocks	Tim Wright 843-645-4446 wright.t@coastalsurveyingsc.com	POA	inquiry 11/6/20	11/06/20	POA has not requested													

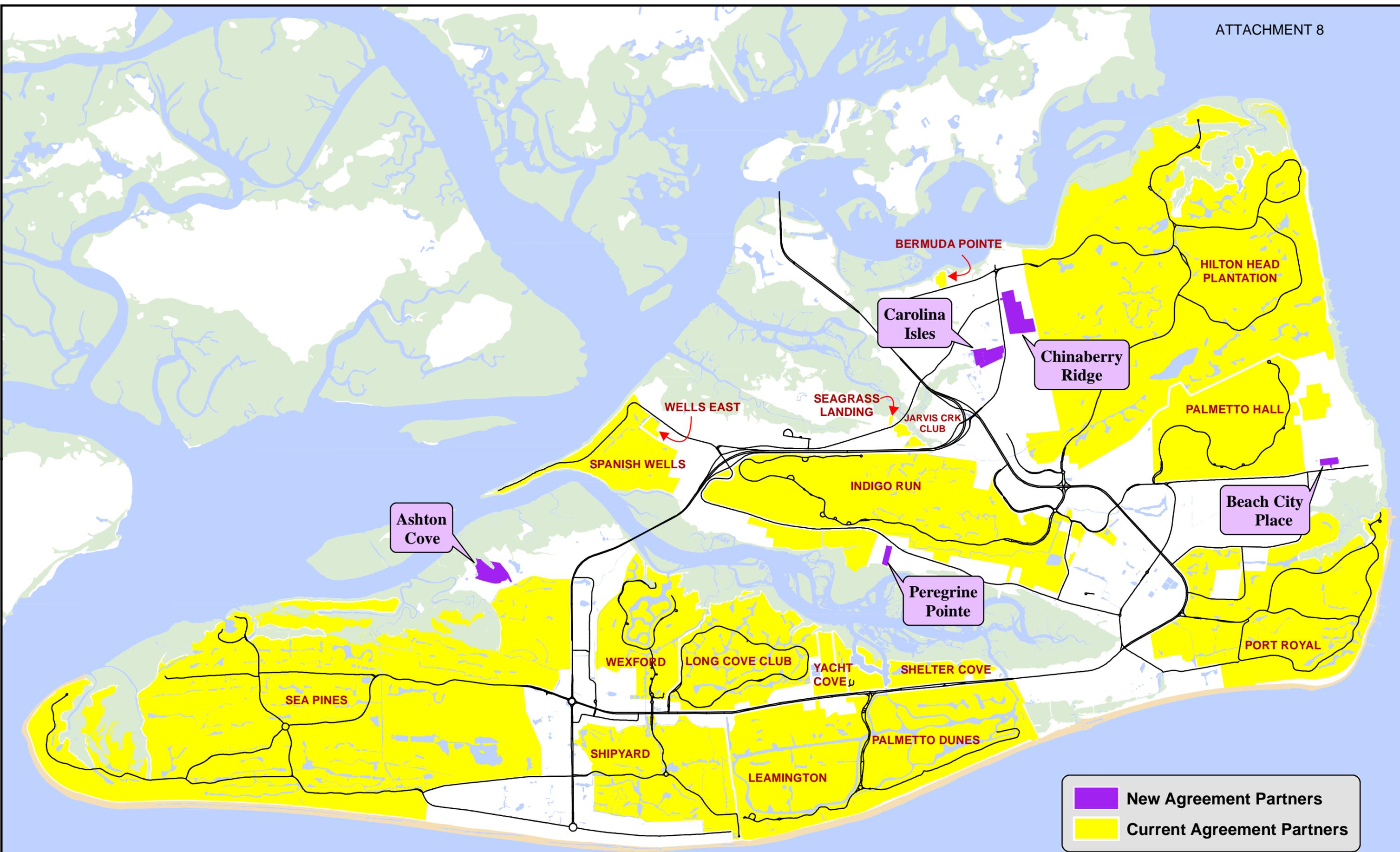
FALL 2022 BATCH													COMMITTEE APPROVAL		COUNCIL APPROVAL		DOCUMENT EXECUTION	
18 Carolina Isles	Kathleen Smith 843-785-4775 x206 kathleen@imcresortservices.com	Town	inquiry 10/19/20	10/19/20	10/17/22	10/31/22	NO	n/a	10/31/22	10/31/22	no meeting occurred	11/18/22						
19 Ashton Cove	Savannah Hartzog (IMC) 843-785-4775 x137 Savannah@IMCHHI.com	Town	inquiry 12/7/20	12/09/20	10/17/22	12/08/22	NO	n/a	12/08/22	12/08/22	no meeting occurred	12/09/22						
20 Chinaberry Ridge	Chris Williams 484-443-6597 chris@aimstars.com	Town	inquiry 10/27/21	10/29/21	10/17/22	10/28/22	NO	n/a	10/28/22	10/28/22	11/09/22	11/15/22						
21 Beach City Place	Scott Connal 843-686-2241 x111 Scott@Hightideassociates.com	Town	inquiry 11/2/21	02/04/22	10/17/22	01/10/23	NO	n/a	01/10/23	01/10/23	no meeting occurred	03/10/23						
22 Peregrine Pointe	Bobby Tillison 843-681-6255 rtillison@aol.com	Town	inquiry 11/29/21	12/01/21	10/17/22	10/18/22	YES	YES	10/20/22	10/20/22	no meeting occurred	11/10/22						

ORIGINAL PARTNERS (new agreements effective 08/08/2022)													COMMITTEE APPROVAL		COUNCIL APPROVAL		DOCUMENT EXECUTION	
STATUS COMMENTS																		
1 Hilton Head Plantation	Peter Kristian (HHPPOA) 843-681-8800 pkristian@hhppoa.org	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/19/21 Meeting	10/04/21		n/a	07/19/22	YES	08/08/22	
2 Indigo Run	Cary Kelley (IRCOA) 843-689-7300 ckelley@indigoruncoa.org	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/19/21 Meeting	12/02/21		n/a	07/19/22	YES	08/08/22	
3 Leamington	Richard Vanderveer (LPOA) rbv@rbv3.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/22/21 Phone Call	09/16/21		n/a	07/19/22	YES	08/08/22	
4 Long Cove Club	Leon Crimmins (LCCPOA) 843-686-1070 lcrimmins@longcoveclub.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/22/21 Meeting	10/29/21		n/a	07/19/22	YES	08/08/22	
5 Palmetto Dunes	Andrew Schumacher (PDPOA) 843-785-1109 Aschumacher@pdpoa.org	n/a	CURRENT	n/a	07/14/21	Signed documents received					10/27/21 Meeting	11/22/21		n/a	07/19/22	YES	08/08/22	
6 Palmetto Hall	Courtney Struna (PHPOA) 843-682-4182 managerphpoa@hargray.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/28/21 Meeting	09/29/21		n/a	07/19/22	YES	08/08/22	
7 Port Royal	Lance Pyle (ALPRP) 843-991-7640 genmgr@portroyalplantation.net	n/a	CURRENT	n/a	07/14/21	Signed documents received					08/04/21 Meeting	12/08/21		n/a	07/19/22	YES	08/08/22	
8 Sea Pines	Sam Bennett (CSA) 843-671-1343 sbennett@caseapines.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					10/12/21 Meeting	04/01/22		n/a	07/19/22	YES	08/08/22	
9 Shelter Cove	Denise Dominguez (SCC) 843-310-0431 Ddominguez@sheltercovehc.org	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/20/21 Phone Call	07/30/21		n/a	07/19/22	YES	08/08/22	
10 Shipyard	Sally Warren (SYPOA) 843-422-1486 shipyard02@aol.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/21/21 Meeting	10/07/21		n/a	07/19/22	YES	08/08/22	
11 Wexford	Ryan Spence (WPOA) 843-686-8810 rspence@wexfordhiltonhead.com	n/a	CURRENT	n/a	07/14/21	Signed documents received					07/30/21 Meeting	10/25/21		n/a	07/19/22	YES	08/08/22	

NEWEST PARTNERS (agreements effective as of 10/18/2021)													COMMITTEE APPROVAL		COUNCIL APPROVAL		DOCUMENT EXECUTION	
12 Bermuda Pointe	David Howard (ASM) 843-785-3278 ext 1001 Dhoward@atlanticstatesmanagement.com	n/a	inquiry 3/2015	05/02/19	12/10/20	05/04/21	YES	YES	05/04/21	05/25/21	n/a	05/27/21	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21
13 Jarvis Creek Club	Peter Kristian (HHPPOA) 843-681-8800 pkristian@hhppoa.org	n/a	inquiry 5/2/19	05/03/19	12/10/20	12/10/20	NO	n/a	12/11/20	12/14/20	n/a	12/16/20	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21
14 Spanish Wells	John Cardamone 843-816-7848 jcardamone@villageparkgroup.com	n/a	inquiry 7/2018	12/21/18	12/10/20	12/10/20	YES	YES	04/30/21	04/30/21	n/a	05/20/21	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21
15 Wells East	Terre Kelly (ALOWE) 843-682-3331 terrek@hargray.com	n/a	inquiry 7/26/15	05/03/19	12/10/20	01/26/21	NO	n/a	01/26/21	01/26/21	n/a	01/28/21	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21
16 Yacht Cove	Linda McAndrews (YCPOA) 516-835-7063 lindamcandrews29@gmail.com	n/a	inquiry 3/2018	04/06/19	12/10/20	06/03/21	NO	n/a	06/03/21	06/03/21	06/04/21	06/04/21	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21
17 Seagrass Landing	Stephan Hall (SLHOA) hallmarkaviation@comcast.net	n/a	inquiry 10/31/18	09/25/19	12/10/20	12/10/20	YES	YES	12/14/20	12/14/20	n/a	05/24/21	07/26/21	YES	09/21/21	YES	10/18/21	11/10/21

Notes
1. New Standard Agreement language adopted by Town Council on November 4, 2020

only easements



Prospective 2023 Drainage Agreement Partners