



The Town of Hilton Head Island Regular Town Council Meeting

March 4, 2014

4:00 P.M.

AGENDA

**As a Courtesy to Others Please Turn Off/Silence All Mobile Devices During
the Town Council Meeting**

- 1) Call to Order**
- 2) Pledge to the Flag**
- 3) Invocation**
- 4) FOIA Compliance** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- 5) Proclamations and Commendations**
 - a. Disabilities Awareness Month
 - b. Girl Scout Week
- 6) Approval of Minutes**
 - a. Town Council Meeting – February 18, 2014
- 7) Report of the Town Manager**
 - a. Town Manager's Items of Interest
 - b. Ocean Point Beach Renourishment Project Update - Scott Liggett
- 8) Reports from Members of Council**
 - a. General Reports from Council
 - b. Report of the Intergovernmental Relations Committee – George Williams, Chairman
 - c. Report of the Personnel Committee – Lee Edwards, Chairman
 - d. Report of the Planning & Development Standards Committee – John McCann, Chairman
 - e. Report of the Public Facilities Committee – Kim Likins, Chairman
 - f. Report of the Public Safety Committee – Marc Grant, Chairman
 - g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member
- 9) Appearance by Citizens**
- 10) Unfinished Business**

None.

11) New Business

a. First Reading of Proposed Ordinance 2014-04

First Reading of Proposed Ordinance 2014-04 to repeal Chapter 7 of Title 9 of the Municipal Code of the Town of Hilton Head Island, South Carolina and to enact a new Chapter 7 of Title 9, Outdoor Burning; and providing for severability and an effective date.

b. First Reading of Proposed Ordinance 2014-06

First Reading of Proposed Ordinance 2014-06 authorizing the execution of an Easement Agreement granting and easement by the Town of Hilton Head Island to Synovus Bank for the construction, repair, maintenance, and use of a boardwalk located in the Singleton Beach Area on Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2011), and Sec. 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

c. Consideration of a Resolution – Public Art

Consideration of a Resolution of the Town of Hilton Head Island, South Carolina, authorizing the execution of a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Sail Around” sculpture.

d. Consideration of a Resolution – Coligny Project

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, asking the Town Manager to direct staff to engage a consultant to prepare a concept plan for the Coligny Area consisting of certain elements and to request the Planning Commission develop a recommendation to the Town Council on the plan.

e. Consideration of a Recommendation – Arts Center of Coastal Carolina

Consideration of a request that Town Council authorize immediate release of ATAX Funds in the amount of \$86,000 previously awarded to the Arts Center of Coastal Carolina.

f. Consideration of a Resolution for the purchase of land within the Pope Avenue Corridor.

g. Consideration of a Resolution for the purchase of land within the Pope Avenue Corridor, to include potential condemnation.

12) Executive Session

- a. Land Acquisition**
- b. Legal Matters**
- c. Contractual Matters**

13) Adjournment

Proclamation

By
The Town of Hilton Head Island

Whereas: Individuals with developmental disabilities, their families, friends, neighbors and co-workers encourage everyone to focus on the abilities of all people; and,

Whereas: the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and,

Whereas: opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community; and,

Whereas: we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities;

NOW, THEREFORE, I, Drew A. Laughlin, Mayor of the Town of Hilton Head Island, South Carolina, do hereby proclaim March 2014, as

DISABILITIES AWARENESS MONTH

and encourage our citizens to work together to promote increased opportunities for people with disabilities; to recognize the many contributions made by people with disabilities to our community; and to honor the dedication of the caregivers who bring support and hope to their fellow citizens.

*IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this **Fourth day of March, in the year of our Lord, Two Thousand and Fourteen.***

Drew A. Laughlin, Mayor

Attest:

Victoria L. Pfannenschmidt, Town Clerk

Proclamation

BY

THE TOWN OF HILTON HEAD ISLAND

***WHEREAS**, March 12, 2014, marks the 102nd anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and*

***WHEREAS**, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of character, conduct, and patriotism; and*

***WHEREAS**, through Girl Scouting, girls gain courage, confidence and character – and help make their local communities and the world a better place by discovering, connecting, and taking action in their communities; and*

***WHEREAS**, more than 3.2 million current Girl Scout members nationwide will be celebrating 102 years of this American tradition, with nearly 50 million women who grew up participating in Girl Scouting and are living proof of the impact of this amazing Movement;*

***NOW THEREFORE**, I, Drew A. Laughlin, Mayor of the Town of Hilton Head Island, hereby proclaim that the week of **March 9 through March 15, 2014** shall be known as*

Girl Scout Week

in Hilton Head Island, South Carolina and do hereby applaud the dedication, talent and commitment that volunteers of different backgrounds, abilities and areas of expertise and Girl Scouting have made to America's girls.

***IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this **fourth** day of **March**, in the year of our Lord, **two thousand and fourteen**.*

Drew A. Laughlin, Mayor

Attest:

Victoria L. Pfannenschmidt, Town Clerk

THE TOWN OF HILTON HEAD ISLAND

REGULAR TOWN COUNCIL MEETING

Date: Tuesday, February 18, 2014

Time: 4:00 P.M.

Present from Town Council: Drew A. Laughlin, *Mayor*; Bill Harkins, *Mayor Pro Tem*; George Williams, Kim Likins, Lee Edwards, Marc Grant, John McCann, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Lavar Lucas, *Fire Chief*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Susan Simmons, *Director of Finance*; Nancy Gasen, *Director of Human Resources*; Brad Tadlock, *Deputy Fire Chief of Operations*; Julian Walls, *Facilities Manager*; Brian Hulbert, *Staff Attorney*; Shawn Colin, *Deputy Director of Community Development*; Nicole Dixon, *Senior Planner*; Melissa Cope, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant*

Present from Media: Tom Barton, *Island Packet*

1) CALL TO ORDER

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

2) PLEDGE TO THE FLAG

3) INVOCATION

4) FOIA Compliance – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

5) Proclamations and Commendations

None.

6) Approval of Minutes

a. Town Council Meeting – February 4, 2014

Mr. Harkins moved to approve. Mr. McCann seconded. The minutes of the February 4, 2014 Town Council meeting were approved by a vote of 7-0.

7) Report of the Town Manager

a. Semi-Annual Update of the Parks and Recreation Commission – Heather Rath, Chairman

Chairman Rath presented an activity report for the final six months of 2013 along with future goals and objectives. Mayor Laughlin conveyed Council's appreciation for the work of the Commission.

b. Town Manager's Items of Interest

Mr. Riley reported on some items of interest.

c. January, 2014 Policy Agenda, Management Targets and CIP Updates

Mr. Riley explained the update was included in the packet and he was available for questions.

d. Tax Increment Financing Annual Report

Mr. Riley noted the update was included in the packet and invited Susan Simmons to do a presentation concerning the proposed TIF Extension.

Ms. Simmons conducted a power point presentation which included the TIF areas, past history of the TIF, proposed projects to be included in the TIF Extension; past financial contributions and projected future financial contributions from all partners in the TIF; and the requirements to complete the extension.

8) Reports from Members of Council

a. General Reports from Council

Mrs. Likins stated she had attended the ATAC meeting earlier in the day and encouraged Council members to attend upcoming meetings concerning distribution of the non-recurring funds.

Mr. McCann suggested that Council review the affiliated agency budget requests before reviewing the operating budget.

b. Report of the Intergovernmental Relations Committee – George Williams, Chairman

Mr. Williams reported there was no meeting held in February due to a lack of agenda items.

c. Report of the Personnel Committee – Lee Edwards, Chairman

No report.

d. Report of the Planning & Development Standards Committee – John McCann, Chairman

No report.

e. Report of the Public Facilities Committee – Kim Likins, Chairman

No report.

f. Report of the Public Safety Committee – Marc Grant, Chairman

Mr. Grant stated there was a special meeting held on February 11 and the Committee recommended a proposed Ordinance allowing the burning of yard debris for 2 days each month and that a Citizens Committee be formed and led by Denise Stringer and Dot Law. He added there were additional initiatives discussed that would be coming forward at the March 4 Town Council meeting.

Mr. Edwards asked for clarification of enforcement of past and current burning ordinances. Chief Lucas approached the dais and explained the procedures for education and enforcement.

g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member

Mrs. Likins stated the Committee would meet on Thursday, February 20 at 8:30 a.m.

9) Appearance by Citizens

Frank Babel appeared before Council encouraging consideration that Hilton Head Island becoming a Complete Streets Community.

10) Unfinished Business

None.

11) New Business

a. Consideration of a Recommendation – Island Rec Expansion Master Plan

Consideration that the Town Council review the revised master plan and associated costs prepared by Lee & Parker Architects and The FWA Group, regarding the proposed Island Recreation Center expansion, approve the revised master plan and direct staff to include the project in the upcoming Capital Improvements Program budget.

Mr. Williams moved to approve. Mrs. Likins seconded. Mr. Bubba Gillis, President of the Board of Directors of the Island Recreation Association spoke in favor of the plan and urged Council to move it forward. The motion was unanimously approved by a vote of 7-0.

12) Executive Session

Mr. Riley stated he needed an Executive Session for contractual matters pertaining to land acquisition; including a possible condemnation of roads for right of way; and an economic development prospect.

At 4:50 p.m. Mr. Harkins moved to go into Executive Session for the reasons given by the Town Manager. Mrs. Likins seconded. The motion was approved by a vote of 7-0.

Mayor Laughlin called the meeting back to order at 5:35 p.m. and stated there was no business as a result of the Executive Session.

13) Adjournment

Mr. Williams moved to adjourn. Mr. Harkins seconded. The motion was approved by a vote of 7-0. The meeting was adjourned at 5:36 p.m.

Vicki Pfannenschmidt,
Executive Assistant/Town Clerk

Approved:

Drew A. Laughlin, Mayor



Items of Interest

March 4, 2014

1. Town News

The regional Metropolitan Planning Organization, which was formed in 2013, is conducting a transportation survey for public participation. The survey results will be used to develop a transportation vision and incremental steps to develop a long range transportation plan.

Please help our region by participating in this survey. Your participation is greatly appreciated! For more information, see the Town web page at www.hiltonheadislandsc.gov.

To participate in the study, go to: <https://www.surveymonkey.com/s/2040LATSLRTP>.

(Contact: Jill Foster, Deputy Director of Community Development at jillf@hiltonheadislandsc.gov or 341-4694)

On February 13, 2014 Richard Spruce was asked by the Chamber of Commerce to be on a panel to answer public questions about the local flood requirements and changes due to the Biggert-Waters Act of 2012. He also fielded questions about the upcoming map changes and when we were expecting them to be submitted. Other panel members were Lisa Jones of Carolina Flood Solutions, Jocelyn Staigar of the Hilton Head Area Realtors Association, and Frank Hodge of the Town of Bluffton. Approximately 50 people attended this summit and multiple questions were answered during the Business Expo by walk up citizens that missed the seminar. It is vital to the Town of Hilton Head Island that employees continue to educate the public on the code issues of today and any possible changes that we know are coming.

(Contact: Jill Foster, Deputy Director of Community Development at jillf@hiltonheadislandsc.gov or 341-4694)

Facilities Management is working with the guidance from the Community Development staff to remove the existing Holly trees in the median areas from Fresh Market to Park Lane. These trees were planted many years ago and are becoming hazardous to motorists on William Hilton Parkway and creating sight distance issues. This entire area will be re-planted with a section of mixed crepe myrtles, viburnums, and East Palatka Hollies. These Hollies will have the same appearance and give the benefit of a 4' clear trunk. The sections of new plantings will also be spaced to maximize the sight distance issues. If approved, this project will be completed well in advance of the RBC Heritage and appear as a continuation of the Leamington traffic signal project.

(Contact Julian Walls, Facilities Manager at julianw@hiltonheadislandsc.gov or 342-4587)

Noteworthy Events

- a) Some of the upcoming meetings at Town Hall:
- Planning Commission – March 5, 2014, 9:00 a.m.
 - LMO Rewrite Committee – March 6, 2014, 8:30 a.m.
 - Planning & Development Standards Committee – March 6, 2014, 3:00 p.m.
 - Design Review Board – March 11, 2014, 1:15 p.m.
 - LMO Rewrite Committee – March 13, 2014, 8:30 a.m.
 - Intergovernmental Relations Committee, March 17, 2014, 10:00 a.m.
 - Town Council – March 18, 2014, 4:00 p.m.

(Meetings subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at www.hiltonheadislandsc.gov for meeting agendas.

2014 Hilton Head Island Events

Saturday, March 15, 2014 12:00 p.m.- 4:00 p.m.	Hilton Head Island Wine and Food Festival	Honey Horn
Sunday, March 16, 2014 3:00 p.m.	Hilton Head Island St. Patrick's Day Parade	Pope Avenue/Office Park Road

MEMORANDUM

TO: Town of Hilton Head Island Town Council

FROM: Lavarn Lucas, Fire Chief

Via: Brian E. Hulbert, Staff Attorney
Gregory D. DeLoach, Esquire, Assistant Town Manager
Stephen G. Riley, ICMA-CM, Town Manager

RE: Proposed Ordinance Number 2014-04, allowing the outdoor burning of yard waste in the Town of Hilton Head Island

DATE: February 13, 2014

Recommendation:

That the Town consider adopting proposed ordinance 2014-04 which would allow residential open burning of yard waste two (2) days per month with designated restrictions.

Summary:

Based upon the request of Town Council, staff has drafted the attached Proposed Ordinance Number 2014-04, repealing Title 9, Chapter 7 of the Municipal Code (Open Burning) and enacting a new Title 9, Chapter 7 (Outdoor Burning). Additionally, the Public Safety Committee encourages the creation of a citizen committee to be formed for the purpose of evaluating an adopted ordinance 2014-04, and reporting back to town council one year after ordinance adoption.

Burning of yard waste would be allowed in accordance with the rules set forth in this ordinance and the International Fire Code which has been adopted by Town Council. Burning of yard waste would be allowed two (2) days per month on a schedule set by the Fire Chief. Dates would be available on the Town's web site, published in a local newspaper, and provided as part of the permitting process.

Selected days would most likely rotate on the first consecutive Friday-Saturday, Saturday-Sunday, and Sunday-Monday of each month. A schedule for 2014 is attached as Table C. This alternating schedule was selected after discussion with the Native Island Community. Many of these residents work on week-ends and a rotating schedule would be more helpful.

The proposed ordinance 2014-04 would allow more burning than the current and previous ordinances allowed. The regulations existing since 1999 have stipulated that only one pile of material may be burned at one time and a fire could be no larger than 3 feet by 2 feet. If these regulations were to remain in effect and the Town was to permit open burning for 2 days per month, it might require that burning take place continuously throughout the 2 days for those locations with a significant amount of yard waste. As proposed, this ordinance eliminates some

of the previous limitations and now references the regulations as specified in the adopted International Fire Code. These differences are noted in Table A.

Council has expressed some concerns about how the existing ordinance and regulations govern recreational burns. The ordinance and regulations in question have existed for the most part since 1999. Only minor changes were made in the November 2013 ordinance revision. A comparison of our ordinance with the International Fire Code confirmed that our ordinance may have been more restrictive than the International Fire Code requires. As such, this proposed ordinance eliminates the previous stated regulations and now references the regulations as specified in the International Fire Code. The differences are noted in Table B.

The proposed ordinance eliminates the language which stated that the Fire Chief had the authority to extinguish fires when deemed to be a public nuisance or when a complaint that there was a public health hazard was reported to the Town. The proposed ordinance will still allow the Fire Chief to order the extinguishment of any fire that is determined to be a risk to public safety.

This proposed ordinance requires a permit to burn yard waste and requires that burning be registered on the day of a burn. The permit will be issued for an applicant to burn at the site requested for so long as the applicant resides at that location. Registering on the day of a burn is necessary so that Fire Rescue can spot check the burning to ensure that burning is taking place in accordance with the ordinance and regulations. This is necessary to comply with the Council adopted recommendation contained within the 2013 Fire Rescue Strategic Plan. Recommendation BFP-07 reads in part, *Fire Rescue should increase enforcement of current open burning regulations...*

Background:

Prior to November 2013, burning regulations were governed by a Town ordinance which was adopted June 15, 1999. Those regulations stayed in effect until the current regulations were enacted in November 2013. The November 2013 ordinance prohibited the outdoor burning of yard waste.

After much discussion surrounding how residents will now be able to dispose of their yard waste, Staff was requested to draft a proposed ordinance which would put forth a compromise between the previous allowance of burning for 26 weeks during the year and the current prohibition of burning yard waste.

Table A

Yard Waste Fires

1999 Ordinance Requirements	Proposed Ordinance & Fire Code
<ul style="list-style-type: none">• Only 1 pile per site• All fires must be at least 50' from any structure or stored combustible materials and no larger than 3' by 2'.	<ul style="list-style-type: none">• No limitation on the number of piles• Fires in an approved container must be at least 15' from any structure or stored combustible materials. A well constructed fire pit will suffice as an approved container but the fire must be smaller than 3' by 2'.• Fires no larger than 3' by 2' must be at least 25' from any structure or stored combustible materials.• Fires larger than 3' by 2' must be at least 50' from any structure or stored combustible materials. This applies even if it is in a well constructed fire pit.

Table B

Recreational Fires

2013 Ordinance Requirements	Proposed Ordinance & Fire Code
<ul style="list-style-type: none">• Fires NOT in an approved container must be at least 50' from any structure or stored combustible materials and no larger than 3' by 2'.• Fires IN an approved container must be at least 15' from any structure or stored combustible materials.	<ul style="list-style-type: none">• Fires NOT in an approved portable container must be at least 25' from any structure or stored combustible materials and no larger than 3' by 2'.• 1 and 2 Family Dwellings – No limitations on distance when fire is in an approved portable container.• Non 1 and 2 Family Dwelling - Fires IN an approved portable container must be at least 15' from any structure or stored combustible materials.• For the sake of this ordinance, a well constructed fire pit will be treated the same as an approved portable container but the actual fire may not exceed 3' by 2'.

2014

Yearly Calendar

January						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2014-

PROPOSED ORDINANCE NO. 2014- 04

AN ORDINANCE TO REPEAL CHAPTER 7 OF TITLE 9 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA AND TO ENACT A NEW CHAPTER 7 OF TITLE 9, OUTDOOR BURNING; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 2013-12, Chapter 7 of Title 9 entitled “Open Burning” on November 5, 2013; and

WHEREAS, many residents of Hilton Head Island have expressed that a hardship in the ability to dispose of yard waste has been created by the prohibition of open burning of yard waste.

WHEREAS some residents have expressed concern that the existing restrictions on recreational burning is considered overly restrictive; and

WHEREAS Town Council finds that it is in the best interests of the residents of Hilton Head Island to allow some outdoor burning of yard waste during certain parts of the year; and

WHEREAS Town Council finds that it is in the best interests of the residents of Hilton Head Island to change the restrictions on recreational burning; and

WHEREAS, the Town Council now desires to repeal the current Chapter 7 of Title 9, Open Burning and enact a new Chapter 7 of Title 9, Outdoor Burning.

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

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

Section 1. Amendment.

- A. That Chapter 7 of Title 9 (Open Burning) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby repealed.

~~Chapter 7~~
OPEN BURNING

~~Sec. 9-7-10. Definitions.~~

- ~~(a) Applicant(s). Individual(s) seeking a permit to conduct a fire.~~
- ~~(b) Burn Permit. A legal document issued by the Fire Chief on behalf of the Town granting temporary permission to conduct a fire.~~
- ~~(c) Commercial burn. Burning performed for the purpose of commercial profit, land clearing, and all other burning not classified as residential burning or recreational fire.~~
- ~~(d) Fire Chief. The individual in charge of Fire & Rescue. For the purpose of this chapter, the Fire Chief may designate members of Fire & Rescue as his designee.~~
- ~~(e) Fire extinguishing equipment. A garden hose connected to a water supply or other approved equipment including but not limited to, a 2A:10BC fire extinguisher, 2.5 gallon pressurized water fire extinguisher or a 5 gallon bucket of sand.~~
- ~~(f) Natural vegetation. Including, but not limited, to grass, pine straw, pine cones, tree limbs, branches, leaves and similar items of yard waste.~~
- ~~(g) Open burning. The burning natural vegetation, outdoors when it is not contained within an incinerator, outdoor fireplace, barbecue grill, or barbecue pit.~~
- ~~(h) Outdoor Fireplace—An assembly consisting of a hearth and fire chamber or similar prepared place of noncombustible material in which a fire may be made and which is built in conjunction with a chimney and receives a Town issued building permit.~~
- ~~(i) Recreational fire. A fire for the purpose of pleasure, religious, ceremonial, or other similar purposes not including a fire intended for disposal of waste wood, pine straw, leaves, grass or trash.~~
- ~~(j) Trash. All waste material not defined as natural vegetation.~~

~~Sec. 9-7-20. Open Burning Prohibited.~~

~~No individual or group of individuals shall be allowed to kindle or maintain any open burn, or to allow any such fire to be kindled or maintained. Open burning is prohibited except for the following:~~

- ~~(a) Outdoor Cooking. This ordinance shall not apply to outdoor fixed and portable barbecues, food smoking units, and outdoor cooking stoves.~~
- ~~(b) Outdoor Fireplace which receives a Town issued building permit and is properly maintained.~~
- ~~(c) Recreational Fires.~~
 - ~~(1) Recreational fires contained within a container, pit, barrel, or other non-combustible enclosure intended for recreational fires or cooking must be located at least 15 feet from any structure or stored combustible materials. Examples of containers are metal fire rings or burn barrels, manufactured units for open flame type burning (such as a chimeneas and fire pits), other non combustible constructed enclosures with a minimum depth of 12 inches and completely enclosed by a non-combustible material such as steel, brick, masonry or stone lining the perimeter. An exception to the minimum depth must be approved by the Fire Chief.~~
 - ~~(2) Recreational fires not contained in a pit, barrel, or other non-combustible enclosure intended for recreation or cooking shall not be conducted within 50 feet of any structure or stored combustible material.~~

- ~~(3) — A recreational fire shall not include a fire intended for disposal of waste wood, pine straw, leaves, grass or trash.~~
 - ~~(4) — A recreational fire shall not exceed an area greater than three feet in diameter and two feet in height, unless an exception is approved by the Fire Chief. Only one recreational fire may burn at a time on any site, unless an exception is approved by the Fire Chief.~~
 - ~~(5) — Recreational fires are restricted to burning natural vegetation, commercially prepared fireplace logs, and charcoal, but shall not include the burning of trash or items of yard waste including but not limited to pine straw, leaves, grass.~~
 - ~~(6) — Prior to burning, the automated burn permit line shall be called to determine if burning is allowed on that day.~~
 - ~~(7) — A competent adult who is capable of controlling the fire, taking emergency action, and calling for assistance is required at the site at all times while the fire is burning.~~
 - ~~(8) — The individual responsible for the recreational fire shall maintain a garden hose connected to a water supply where water is available. If water is not available, then alternate approved fire extinguishing equipment shall be on hand to control and extinguish the fire.~~
 - ~~(9) — No accelerants can be utilized to start a fire with the exception of charcoal lighter fluid. Such prohibited accelerants include, but are not limited to, gasoline, diesel fuel, or any other type of flammable fluid.~~
 - ~~(10) — Fires that illuminate the beach shall be extinguished prior to 10:00 p.m. from May 1st to October 31st.~~
 - ~~(11) — The Fire Chief shall be allowed access to inspect the property on which any recreational fire is located. The Fire Chief is authorized to require any recreational fire that is determined to be in an unsafe container or is a public safety or health hazard to be extinguished immediately.~~
 - ~~(12) — No fires shall be allowed when an extraordinary fire hazard is declared as set forth in Sec. 9-7-40.~~
- ~~(d) — Open Burning by special permit — Exceptional Circumstances — Debris in the form of natural vegetation generated at the site of a one or two family dwelling as a result of severe windstorm, hurricane, tornado, or other natural disasters may be burned with approval of the Town Manager and the Fire Chief for a specific and limited timeframe. Prior to burning a permit is required to be obtained and the following regulations shall apply.~~
- ~~(1) Burning may occur on the dates listed on the permit between the hours of 9:00 a.m. and 6:00 p.m. or sunset, whichever occurs first. All open burning fires shall be fully extinguished by 6:00 p.m. or sunset, whichever occurs first.~~
 - ~~(2) The individual responsible for the burning shall have an approved permit in their possession at the site.~~
 - ~~(3) Prior to burning, the automated burn permit line shall be called to determine if burning is allowed on that day.~~
 - ~~(4) A competent adult who is capable of controlling the fire, taking emergency action, and calling for assistance is required at the site at all times.~~

- (5) ~~The individual responsible for the burning shall maintain a garden hose connected to a water supply where water is available. If water is not available, then alternate approved fire extinguishing equipment shall be on hand to control and extinguish the fire.~~
- (6) ~~Burning is restricted to burning natural vegetation generated at the site and shall not include trash.~~
- (7) ~~Burning shall not be conducted within 50 feet of any structure or stored combustible material.~~
- (8) ~~The fire shall not exceed an area greater than three feet in diameter and two feet in height, unless an exception is approved by the Fire Chief. Only one recreational fire may burn at a time on any site, unless an exception is approved by the Fire Chief.~~
- (9) ~~The Fire Chief shall cause to be published in a newspaper of general circulation within the Town of Hilton Head Island, a public notice of the dates that will be authorized for burning by special permit. The Fire Chief shall cause to be published in a newspaper of general circulation, within the Town of Hilton Head Island, a public notice of revocation of any dates in which burning by special permit are revoked.~~

~~Sec. 9-7-30. Commercial burning.~~

~~Commercial burning is prohibited except for:~~

- (a) ~~*Storm debris.* Debris in the form of natural vegetation generated as a result of severe windstorms, hurricanes, tornadoes, or other natural disasters may be burned at approved sites in accordance with the Town's Debris Management Plan and with a permit issued by the Fire Chief and all other appropriate permitting agencies. All man-made materials and processed natural materials shall be disposed of in accordance with Federal Environmental Protection Agency and State Department of Health and Environmental Control Regulations.~~
- (b) ~~Outdoor Fireplace which receives a Town issued building permit and is properly maintained.~~
- (c) ~~*Bonfires, ceremonial.* Local schools may be issued special permits to conduct a bonfire. Items that may be burned in a bonfire are limited to untreated wood/lumber and other natural unprocessed forest products. The permit shall list the fuel area size limitations applicable to this burn. Inspections by the Fire Chief are required prior to and during the construction of the bonfire.~~
- (d) ~~Recreational fires at commercial businesses. Commercial businesses may conduct recreational fires when contained within a container approved by the Fire Chief.~~
 - (1) ~~Recreational fires contained within a pit, barrel, or other non-combustible enclosure must be located at least 15 feet from any structure or stored combustible materials. Examples of containers are metal fire rings or burn barrels, manufactured units for open flame type burning (such as a chimeneas and fire pits), constructed fire pits with a minimum depth of 12 inches and completely enclosed by a non-combustible material such as steel, brick,~~

masonry or stone lining the perimeter, unless an exception is approved by the Fire Chief.

- ~~(2) — A recreational fire shall not include a fire intended for disposal of waste wood, pine straw, leaves, grass or trash.~~
- ~~(3) — A recreational fire shall not exceed an area greater than three feet in diameter and two feet in height, unless an exception is approved by the Fire Chief.~~
- ~~(4) — Recreational fires are restricted to burning natural vegetation, commercially prepared fireplace logs, and charcoal, but shall not include the burning of trash or items of yard waste including but not limited to, pine straw, leaves, grass.~~
- ~~(5) — Prior to burning, the automated burn permit line shall be called to determine if burning is allowed on that day.~~
- ~~(6) — A competent adult who is capable of controlling the fire, taking emergency action, and calling for assistance is required at the site at all times while the fire is burning.~~
- ~~(7) — The individual responsible for the recreational fire shall maintain a garden hose connected to a water supply where water is available. If water is not available, then alternate approved fire extinguishing equipment shall be on hand to control and extinguish the fire.~~
- ~~(8) — No accelerants can be utilized to start a fire with the exception of charcoal lighter fluid. Such prohibited accelerants include, but are not limited to, gasoline, diesel fuel, or any other type of flammable fluid.~~
- ~~(9) — Fires that illuminate the beach shall be extinguished by 10:00 p.m. from May 1st to October 31st.~~
- ~~(10) — The Fire Chief shall be allowed access to inspect the property on which any recreational fire is located. The Fire Chief is authorized to require any recreational fire that is determined to be in an unsafe container or is a public safety or health hazard to be extinguished immediately.~~
- ~~(11) — No fires shall be allowed when an extraordinary fire hazard is declared as set forth in Sec. 9-7-40.~~

~~Sec. 9-7-40. Extraordinary fire hazards.~~

- ~~(a) The Fire Chief shall have the authority to declare the existence of an extraordinary fire hazard when, due to climatic, meteorological or other conditions, the forest, grass, woods, wild lands, fields, or marshes within the Town of Hilton Head Island become so dry or parched as to create a fire hazard endangering life and property. The declaration and restrictions for burning shall remain in effect until such time as the Fire Chief determines that the extraordinary conditions which threaten life and property no longer exist.~~
- ~~(b) After declaration of an extraordinary fire hazard, the Fire Chief shall cause to be published in a newspaper of general circulation within the Town of Hilton Head Island, a public notice of declaration of an extraordinary hazard.~~
- ~~(c) The Fire Chief shall cause to be published in a newspaper of general circulation within the Town of Hilton Head Island a public notice of revocation of the declared extraordinary fire hazard.~~

- ~~(e) During a declared extraordinary fire hazard, burning of any kind shall not be allowed with the exception of outdoor cooking such as outdoor fixed and portable barbecues, food smoking units, and outdoor cooking stoves.~~

~~Sec. 9-7-50 Violations~~

- ~~(a) The Fire Chief is authorized to order the extinguishment of any fire that violates the provisions of this chapter or creates a public safety hazard, public nuisance or a public health hazard.~~
- ~~(b) Any individual(s) violating any provision of this chapter shall be subject to the penalties set forth in section 1-5-10 of this Code. Each day's continued violation constitutes a separate offense.~~

B. A new Chapter 7 of Title 9 (Outdoor Burning) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby adopted; **see Attachment "A"** for language of new ordinance.

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

Section 3. Effective Date. This Ordinance shall become effective April 1, 2014.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2014.

Drew A. Laughlin, Mayor

ATTEST:

Vicki Pfannenschmidt, Town Clerk

First Reading: _____

Second Reading: _____

Approved as to form: _____
Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

Attachment "A"

Chapter 7 OUTDOOR BURNING

Sec. 9-7-10. Definitions.

- (a) **Applicant(s): Individual(s) seeking a permit to conduct outdoor burning and who will be held responsible for conducting the fire.**
- (b) **Burn Permit: A document issued by the Fire Chief on behalf of the Town granting permission to conduct a fire within the specified time frames and regulations.**
- (c) **Commercial burn: Burning performed on commercial property or for the purpose of commercial profit, land clearing, and all other burning not classified as open burning or a recreational fire.**
- (d) **Currently Adopted International Fire Code: The edition of the International Fire Code most recently adopted by Town Council and which remains in effect as a law enforceable within the Town.**
- (e) **Fire Chief: The individual in charge of Fire Rescue. For the purpose of this chapter, the Fire Chief may designate members of Fire Rescue as his designee.**
- (f) **Open burning: The burning of yard waste other than yard waste authorized to be burned as part of a recreational fire.**
- (g) **Recreational fire: A fire for the purpose of pleasure, religious, ceremonial, or other similar purposes not including a fire intended for disposal of construction waste, yard waste (with the exception of tree limbs, branches and pine cones) or trash.**
- (h) **Trash: Anything that can be fuel for fire which includes but is not limited to combustible and noncombustible waste materials such as paper, rags, cartons, tin cans, metals, mineral matter, glass crockery, food, garbage, and discarded furniture and tires.**
- (i) **Yard waste: Including, but not limited, to grass, tree limbs, branches, leaves, pine straw, pine cones and similar items.**

Sec. 9-7-20. General Prohibitions.

- (a) **It shall be unlawful for a person to kindle or maintain any outdoor fire, or to allow any such fire to be kindled or maintained unless it is in accordance with this chapter.**
- (b) **It shall be unlawful for a person to engage in outdoor burning within the Town of Hilton Head Island unless the burning is specifically permitted by this article and in accordance with the currently adopted edition of the International Fire Code.**
- (c) **It shall be unlawful for a person to engage in the outdoor burning of trash within the Town of Hilton Head Island.**
- (d) **It shall be unlawful for a person to engage in the open burning of yard waste within the Town of Hilton Head Island except on days specified by the Fire Chief not to exceed two days per month. Specified burn days shall be selected on an annual basis and printed in a newspaper of general circulation within the Town of Hilton Head Island. Burning of yard waste shall be in accordance with the edition**

of the International Fire Code adopted by Town Council at the time of the burning and the following:

- (1) A permit to burn must be obtained from Hilton Head Island Fire Rescue prior to any open burning.
 - (2) A permit issued by Hilton Head Island Fire Rescue shall state the rules and regulations related to open burning and shall be issued to a specific individual for a specific residential address.
 - (3) A permit shall remain valid for the person issued to at the residence issued for as long as the person resides at the residence.
 - (4) The applicant shall call the Town of Hilton Head Island Communications Center the day of the intended burn to determine if open burning is permitted on that date. The applicant shall provide their permit number, name, address and telephone number to the Communications Center. Failure to register with the Communications Center on each occasion or failure to follow the regulations as stated on the permit may result in revocation of the permit and shall be considered a violation of this ordinance.
 - (5) Burning may occur between the hours of sunrise and sunset. All open burning fires shall be completely extinguished prior to sunset. A smoking or smoldering fire will not be considered a completely extinguished fire.
 - (6) If burning is prohibited on the days specified for burning due to weather conditions, the Fire Chief may authorize alternate dates.
 - (7) No accelerants may be utilized to start a fire with the exception of charcoal lighter fluid. Such prohibited accelerants include, but are not limited to, gasoline, diesel fuel, or any other type of flammable liquid.
 - (8) Burning is restricted to the burning of yard waste which is generated at that particular site and shall not include trash or yard waste from a different site.
 - (9) The Fire Chief shall be allowed access to inspect the property on which any open burning is occurring. The Fire Chief is authorized to require any open burning fire that is determined to be unsafe or is determined by him, or his designee, to be a public safety hazard to be extinguished immediately.
- (e) Open Burning by special permit -Exceptional Circumstances – Debris in the form of natural vegetation generated at the site of a one or two family dwelling as a result of severe windstorm, hurricane, tornado, or other natural disasters may be burned with approval of the Town Manager and the Fire Chief for a specific and limited timeframe. Prior to burning a permit is required to be obtained and the following regulations shall apply. Regulations contained in section 9-7-20 shall apply except as follows:
- (1) Burning may only occur on the dates approved for Exceptional Circumstances.
 - (2) The Fire Chief shall cause to be published in a newspaper of general circulation within the Town of Hilton Head Island, a public notice of the dates that will be authorized for burning for exceptional circumstances. The Fire Chief shall cause to be published in a newspaper of general circulation, within the Town of Hilton Head Island, a public notice of revocation of any dates in which burning by special permit are revoked.

- (f) It shall be unlawful for a person to engage in commercial burning within the Town of Hilton Head Island except for the following:

(1) Storm debris. Debris in the form of natural vegetation generated as a result of severe windstorms, hurricanes, tornadoes, or other natural disasters may be burned at approved sites in accordance with the Town's Debris Management Plan and with a permit issued by the Fire Chief and all other appropriate permitting agencies. All man-made materials and processed natural materials shall be disposed of in accordance with Federal Environmental Protection Agency and State Department of Health and Environmental Control Regulations.

Sec. 9-7-30. Exemptions.

- (a) Recreational Fires at residential and commercial properties shall be allowed in accordance with the currently adopted edition of the International Fire Code and the following:

- (1) Prior to burning, the automated burn line shall be called to determine if burning is authorized on that day.
- (2) A recreational fire shall not include a fire intended for disposal of trash or yard waste such as pine straw, leaves, grass. A recreational fire may include pine cones, tree branches and tree limbs.
- (3) Recreational fires are restricted to the burning of approved natural vegetation, commercially prepared fireplace logs, and charcoal, but shall not include the burning of trash or items of yard waste including but not limited to pine straw, leaves, or grass.
- (4) No accelerants may be utilized to start a fire, with the exception of charcoal lighter fluid. Such prohibited accelerants include, but are not limited to, gasoline, diesel fuel, or any other type of flammable fluid.
- (5) Fires that illuminate the beach shall be extinguished prior to 10:00 p.m. from May 1st to October 31st.
- (6) No fires shall be allowed when an extraordinary fire hazard condition is declared as set forth in Section 9-7-40.
- (7) The Fire Chief shall be allowed access to inspect the property on which any recreational fire is located. The Fire Chief is authorized to require any recreational fire that is determined to be unsafe or a public safety hazard be extinguished immediately.

- (b) Bonfires. Bonfires shall be allowed in accordance with the currently adopted edition of the International Fire Code.
- (c) Outdoor Cooking. This ordinance shall not apply to outdoor fixed and portable barbecue grills, food smoking units, and outdoor cooking stoves.
- (d) Outdoor Fireplaces. This ordinance shall not apply to outdoor fireplaces which have received a Town issued building permit and are properly maintained.

Sec. 9-7-40. Extraordinary fire hazard conditions.

- (a) The Fire Chief shall have the authority to declare the existence of an extraordinary fire hazard condition when, due to climatic, meteorological or other conditions, the forest, grass, woods, wild lands, fields, or marshes within the Town of Hilton Head Island become so dry or parched as to create a fire hazard endangering life and property. The declaration and restrictions on burning shall remain in effect until such time as the Fire Chief determines that the extraordinary conditions which threaten life and property no longer exist.
- (b) After declaration of an extraordinary fire hazard condition, the Fire Chief shall cause to be printed in a newspaper of general circulation within the Town of Hilton Head Island, a public notice of declaration of an extraordinary hazard condition.
- (c) The Fire Chief shall cause to be printed in a newspaper of general circulation within the Town of Hilton Head Island a public notice of revocation of the declared extraordinary fire hazard conditions after the Fire Chief determines that the extraordinary conditions which threaten life and property no longer exist.
- (d) During a declared extraordinary fire hazard condition, burning of any kind shall not be allowed, with the exception of outdoor cooking such as outdoor fixed and portable barbecue grills, food smoking units, outdoor cooking stoves, and outdoor fire places.

Sec. 9-7-50 Violations

- (a) The Fire Chief is authorized to order the extinguishment of any fire that violates the provisions of this chapter or he determines creates a public safety hazard.
- (b) Any individual(s) violating any provision of this chapter shall be subject to the penalties set forth in Section 1-5-10 of this Code. Each days continued violation shall constitute a separate offense.

MEMORANDUM

TO: Town Council

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

VIA: Gregory M. Alford, Alford Law Firm

DATE: February 20, 2014

SUBJ: Proposed Ordinance 2014-06

Recommendation: Town staff recommends the approval of Proposed Ordinance 2014-06, authorizing the execution of an Easement Agreement between the Town of Hilton Head Island and Synovus Bank, whereby the Town grants an Easement to Synovus Bank for the construction, repair, maintenance, and use of a Boardwalk located in the Singleton Beach Area on Hilton Head Island. Specifically, Town staff and Synovus Bank recommend the approval and execution of Proposed Ordinance 2014-06 and the attached Easement Agreement.

Summary: Approval of Proposed Ordinance 2014-06 and the associated Easement Agreement would grant an easement to Synovus Bank and its successors and assigns (“Synovus”) subject to the following terms as detailed in the Easement Agreement:

- 1) Synovus shall pay \$50,000 to the Town.
- 2) The Town shall not erect any permanent structure of any kind over or across the Boardwalk, or otherwise obstruct or impede the use of the Boardwalk.
- 3) Synovus will perform normal, regular maintenance to the Boardwalk as allowed by SCDHEC-OCRM Regulation 30.5.A(8), including but not limited to repairing/replacing boards, rails, posts, or other structural or surface materials.
- 4) Synovus will keep the Boardwalk in a clean, neat, safe, sanitary and orderly condition and will comply with all applicable laws, and no use of the Boardwalk will be performed which will impair any Town insurance policy covering the Town’s property.
- 5) Synovus will complete all work to the Boardwalk in a workmanlike, safe, and timely fashion with minimal interference to the Town, and Synovus will restore any part of the Town’s property damaged as a result of Synovus exercising any of its rights under the Agreement.
- 6) The Town is not obligated to perform maintenance to the Boardwalk, but may perform maintenance if the Town determines, in its reasonable discretion, that such maintenance is necessary – in such case and after appropriate notice to Synovus, the Town shall be reimbursed by Synovus for any work performed.
- 7) The Town is not liable for any damages suffered in or upon the Boardwalk by Synovus or any guests, invitees, etc. of Synovus.

- 8) If the Boardwalk is substantially destroyed, Synovus shall return the Town property to its pre-Boardwalk state, and Synovus shall remove all debris and other materials at its expense – substantial destruction is defined as a loss necessitating replacement of more than 78% of the structural framing support of the Boardwalk.
- 9) Synovus shall not allow any liens to be placed on the Town's property by virtue of the Boardwalk.
- 10) The prevailing party in any litigation shall be entitled to reasonable attorney fees, and Synovus shall indemnify the Town if the Town is without fault and made a party to any litigation instituted against Synovus in connection with the Boardwalk.
- 11) The Town and Synovus agree that a condition precedent to the Agreement is the reinstatement of the approval and/or permitting of the Boardwalk by SCDHEC/OCRM.
- 12) The Agreement shall terminate upon withdrawal/termination of approval/permitting of the Boardwalk by SCDHEC/OCRM or any other agency, or substantial destruction of the Boardwalk.

A copy of the Plat referenced in the Easement Agreement is included with the Agreement.

Background: This matter concerns the construction of a boardwalk and deck ("Boardwalk") over Town-owned property located in the Singleton Beach Area of Hilton Head Island, known as Parcel R511-012-000-0076-0000 (the "Town Parcel"). The Boardwalk was constructed for the benefit of property adjacent to the Town parcel, known as Parcel R510-012-000-0030-0000 (the "Synovus Parcel"). On or about June 10, 2005, the owner of the Synovus Parcel at that time constructed the Boardwalk over the Town Parcel without the Town's permission, approval, or authorization. Subsequently, the Town filed Civil Action Number 2007-CP-07-01037 in the Court of Common Pleas for Beaufort County, South Carolina seeking an injunction to remove the Boardwalk and also seeking damages for Trespass. Thereafter, Synovus Bank foreclosed on the Synovus Parcel and became record owner of the parcel on March 9, 2011.

After reviewing the existing state of the Boardwalk, Town staff believes that removal of the Boardwalk will cause more environmental damage and disturbance than allowing the Boardwalk to remain in its current state. Because of this, and in light of the potential for lengthy and costly litigation, it is the opinion of Town staff that the Town should resolve the pending litigation and Boardwalk matter by selling an easement to Synovus Bank for the Boardwalk to remain in place subject to certain terms and conditions as contained in the associated Easement Agreement.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

PROPOSED ORDINANCE NUMBER : 2014-06 ORDINANCE NUMBER: 2014-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT GRANTING AN EASEMENT BY THE TOWN OF HILTON HEAD ISLAND TO SYNOVUS BANK FOR THE CONSTRUCTION, REPAIR, MAINTENANCE, AND USE OF A BOARDWALK LOCATED IN THE SINGLETON BEACH AREA ON HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2011), AND SEC. 2-7-20, *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, Synovus Bank is the owner of property located in Beaufort County, South Carolina located at #8 First Street, Lot 4A, Burkes Beach, Hilton Head Island, South Carolina, identified as R510-012-000-0030-0000 by the property tax records for Beaufort County, South Carolina; and,

WHEREAS, the Town of Hilton Head Island (the “Town”) is the owner of property located in Beaufort County, South Carolina, located between Synovus Bank’s aforementioned property and the Atlantic Ocean, identified as R510-012-000-0002-0000 by the property tax records for Beaufort County, South Carolina (“Town Parcel”); and,

WHEREAS, Synovus Bank’s predecessor in title has constructed a boardwalk and deck (the “Boardwalk”) over and across the Town Parcel without the Town’s permission, approval, and/or authorization, which is depicted on the attached Exhibit “A” ; and,

WHEREAS, the Town has determined that removal of the Boardwalk would cause more environmental damage and disturbance than allowing the Boardwalk to remain in its currently installed state; and,

WHEREAS, the Town has agreed to convey to Synovus Bank an easement for the construction, repair, maintenance, and use of the Boardwalk, subject to certain terms and conditions as set forth therein, and the Town Council for the Town of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town to execute such an Easement Agreement for the same; and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), the conveyance or granting of an interest in real property owned by the Town of Hilton Head Island must be effected by Ordinance.

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

Section 1. Execution of Agreement.

- (a) The Mayor and Town Manager are hereby authorized to execute and deliver the Easement Agreement which is attached hereto as Exhibit “B”; and
- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated in the Easement Agreement.

Section 2. Severability.

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

Section 3. Effective Date.

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

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2014.

By: _____
Drew A. Laughlin, Mayor

ATTEST:

By: _____
Victoria L. Pfannenschmidt, Town Clerk

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

R/W VARIES

BURKES BEACH ROAD

BEACH ACCESS

LOT 8A

LOT 9A

LOT 10A

LOT 11A

LOT 12A

LOT T

LOT U

SEA FRONT LANE 50' R/W

LOT 1A

LOT 2A

LOT 3A

LOT 4A

LOT 5A

LOT 6A

LOT 7A

LOT 8A

R510 012 000 0030 0000
SYNOVUS BANK
3 BELFAIR VILLAGE,
BLUFFTON, SC, 29910

R510 012 000 0002 0000
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928

EXISTING WOOD
BOARDWALK

PROPERTY LINE & OCRM CRITICAL LINE
AS PER REFERENCE PLAT # 2

VICINITY MAP

N.T.S.

CHAPLIN PARK

ATLANTIC OCEAN

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.01	S 41°36'41" W
L2	4.00	N 45°48'38" E
L3	11.95	N 44°11'22" W
L4	4.00	S 45°48'38" W
L5	26.15	N 44°11'22" W
L6	4.00	S 45°48'38" W
L7	26.15	S 44°11'22" E
L8	4.00	S 45°48'38" W
L9	11.95	S 44°11'22" E
L10	4.00	N 45°48'38" E
L11	41.19	S 41°36'41" W
L12	29.97	S 41°36'41" W

BOARDWALK EASEMENT
0.05 AC. 2,358 S.F.

R510 012 000 0002 0000
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928

OCRM BASE LINE

APPROXIMATE MEAN HIGH WATER LINE (PER REF PLAT #2)

EXHIBIT A

ATLANTIC OCEAN

REFERENCE PLATS

1) A PLAT SHOWING 30 LOTS IN SEASIDE SUBDIVISION,
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA.
DRAWN: 5/02/96
RECORDED IN BOOK 57, PAGE 144, DATED 09/10/96
ROD: BEAUFORT COUNTY, SC
BY: FRED C. HACK S.C.R.L.S. # 1377

2) A PLAT SHOWING TMN # 510 12 74 THROUGH 141 & TMN 510 08 24C,
SEASIDE SUBDIVISION, HILTON HEAD ISLAND, BEAUFORT COUNTY, S.C.
DRAWN: 5/02/96
RECORDED IN BOOK 57, PAGE 144, DATED 09/10/96
ROD: BEAUFORT COUNTY, SC
BY: FRED C. HACK S.C.R.L.S. # 1377

EASEMENT AREA = 0.05 AC. 2,358 S.F.
ADDRESS: 8 SEA FRONT LANE
DISTRICT: 510, MAP: 12, PARCELS: 2 & 30

THIS PROPERTY LIES IN F.E.M.A. ZONE A7
BASE FLOOD ELEVATION = 14.0'
COMMUNITY NO. 450250, PANEL 0014D, DATED: 9/29/86

SYMBOLS

CMF □ - 3" CONCRETE MONUMENT FOUND

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

NOTES:

- HORIZONTAL DATUM IS S.C. STATE PLANE NAD 83.
- THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE
TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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



NOT VALID UNLESS EMBOSSED.

BOARDWALK EASEMENT OVER:
A PORTION OF TAX PARCEL R510 012 000 0002 0000,
BURKES BEACH AREA, HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR: THE TOWN OF HILTON HEAD ISLAND

DATE: 5/31/13

SCALE: 1" = 30'



SILS Sea Island Land Survey, LLC.
4D Mathews Court, Tel (843) 681-3248
Hilton Head Island, Fax (843) 689-3871
SC 29926 E-mail: sils@sprynet.com
FILE No: 13081 DWG No.: 3-1792

COPYRIGHT © BY SEA ISLAND LAND SURVEY, LLC. CAD: BA, FLD: GR

Exhibit B

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

This Easement Agreement is made this ____ day of _____, 2014, by and between THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (hereinafter referred to as the “Grantor”), having an address of One Town Center Court, Hilton Head Island, South Carolina 29928, and SYNOVUS BANK, having an address of 3 Belfair VLG, Bluffton, South Carolina 29910 (hereinafter referred to as “Grantee”).

W I T N E S S E T H

WHEREAS, Grantee is the owner of property located in Beaufort County, South Carolina located at #8 First Street, Lot 4A, Burkes Beach, Hilton Head Island, South Carolina, identified as R510-012-000-0030-0000 by the property tax records for Beaufort County, South Carolina (“Grantee’s Property”); and,

WHEREAS, Grantor is the owner of property located in Beaufort County, South Carolina located between Grantee’s aforementioned property and the Atlantic Ocean, identified as R510-012-000-0002-0000 by the property tax records for Beaufort County, South Carolina (“Grantor’s Property”); and,

WHEREAS, Grantee’s predecessor in title constructed a boardwalk and deck (the “Boardwalk”) over and across the Easement Property as hereinafter described, owned by the Grantor, and without the Grantor’s permission, approval, and/or authorization; and,

WHEREAS, the approval and/or permitting of the Boardwalk has lapsed and/or otherwise has been withdrawn by the South Carolina Department of Health and Environmental Control (“SCDHEC”) and/or the Office of Coastal Resource Management (“OCRM”), and Grantee is seeking to obtain the reinstatement of the approval and/or permitting of the Boardwalk; and

WHEREAS, Grantor has determined that removal of the Boardwalk would cause more environmental damage and disturbance than allowing the Boardwalk to remain in its currently installed state; and

WHEREAS, Grantor has therefore agreed to convey to Grantee an easement for the construction, repair, maintenance, and use of the Boardwalk, subject to the terms and conditions set forth herein.

NOW, THEREFORE, know all men by these presents, Grantor, for and in consideration of the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Grantee, its successors and assigns, a perpetual, appurtenant, non-exclusive easement on, under, over and across that portion of the Grantor's Property, which is described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as “Boardwalk Easement 0.05 AC. 2,358 S.F.” on a Plat entitled “Boardwalk Easement Over A Portion of Tax Parcel R510 012 000 0002, Burkes Beach Area, Hilton Head Island, Beaufort County, South Carolina, dated May 31, 2013, prepared by Sea Island Land Survey, LLC by Mark R. Renew, S.C.P.L.S. # 25437, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

A Portion of Beaufort County Tax Map # R510-012-000-0002-0000

(the "Easement Property")

The easement granted herein is for the purpose of construction, repair, maintenance, and use of the Boardwalk traversing across Grantor's Property.

The easement is granted and accepted subject to the following terms:

1. This easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Grantor, its successors and assigns, to utilize the Grantor's Property and Easement Property at any time, in any manner, and for any purpose; provided, however, that such use by the Grantor shall not be inconsistent with, nor prevent, the full utilization by Grantee of the rights and privileges granted herein.

2. Other than the Boardwalk, Grantor shall erect no permanent structure of any kind over or across the Easement Property, including but not limited to the following: buildings (including sheds), walls, and other structures. Grantor shall not impede, obstruct, or allow to be obstructed, the maintenance and use of the Easement Property by Grantee.

3. Grantee agrees to perform normal, regular maintenance to the Boardwalk, including but not limited to regularly repairing and/or replacing boards, rails, posts, and any other structural or surface materials as allowed by SCDHEC/OCRM Regulation R30.5.A(8). Further, Grantee shall maintain the Easement Property in a clean, neat, safe, sanitary and orderly condition, it being understood that no use shall be made or permitted of the Easement Property or any part thereof, nor any acts done, which will violate, make inoperative, or otherwise impair any insurance policy at any time held by or in any way for the benefit of Grantor. In addition, Grantee shall comply with all federal, state, or local rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the Easement Property or Grantee's use thereof, specifically including all local ordinances promulgated by the Town of Hilton Head Island, South Carolina.

4. Grantee 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. Grantee further agrees to cause any work contemplated hereunder to be completed in an expeditious and timely fashion, that the Easement Property shall at all times be maintained in a safe condition, and that all debris and construction materials relating to work undertaken by Grantee pursuant to the rights granted hereunder shall be promptly removed. Grantee shall restore any other part of the Easement Property which may be damaged as a result of Grantee's exercise of the rights granted hereunder to its pre-existing state.

5. Grantor shall be under no obligation to make any repairs or perform any maintenance to the Easement Property. However, should Grantor, in its reasonable discretion, determine that reasonable maintenance to the Easement Property is not performed pursuant to this Easement Agreement, Grantor may proceed with performing any reasonably necessary maintenance to the Easement Property and shall be entitled to reimbursement from Grantee for any costs in connection therewith, including reasonable attorneys' fees. Before performing any maintenance by Grantor, Grantor shall give Grantee five (5) days' written notice of its proposed actions, and Grantee shall be given ten (10) days in which to cure any failure to reasonably maintain the Easement Property. Grantor shall send such notice to the Grantee's address as noted hereinabove, or at the current address on file for Grantee's Property in the Beaufort County Tax records in the event Grantee no longer owns the Property.

6. Grantor and Grantee agree that Grantor shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to the Easement Property or any other person during the operation of this Easement from any cause whatsoever, by reason of the use,

occupancy and enjoyment of the Easement Property by Grantee. Grantee, for itself, its heirs, successors, invitees, assigns, tenants, employees, administrators, guests, family members and executors, warrants and covenants not to sue Grantor for, and agrees to indemnify and hold Grantor harmless from, any claim arising from any death, injury, or other claim, or any other matter or thing arising out of, or in connection with, any use by Grantee or Grantee's heirs, invitees, assigns, tenants, employees, administrators, guests, family members and executors, of the Easement Property.

7. In the event the Boardwalk is substantially destroyed by fire, explosion, or other casualty or occurrence, this Easement Agreement shall terminate and Grantee shall be obligated to return the Grantor's property to its pre-boardwalk and pre-deck state, and remove all debris and any remaining boardwalk and/or deck materials from the Grantor's property at Grantee's sole expense. For the purposes of this Easement Agreement, substantial destruction of the Boardwalk shall mean a loss necessitating the replacement of more than seventy-eight (78%) percent of the structural framing support of the Boardwalk. If authorization by a state or federal agency is required for repair, maintenance, or reconstruction of the Boardwalk, this Easement shall be used as Grantor's permission therefore in any required application process. The rights of the Grantor pursuant to Paragraph 5 above shall not apply to repairs required due to the substantial destruction of the Boardwalk as described herein.

8. Grantee shall at all times indemnify, save and hold Grantor and the Easement Property and the Grantor's Property free, clear, and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly from any use, occupancy, or activity of Grantee, its agents and employees, or out of any work performed, material furnished, or obligations incurred by Grantee, its agent and employees in, upon, about or otherwise in connection

with the Easement Property, and shall pay or cause to be paid for all work performed and material furnished to the Easement Property, and will keep the Easement Property and Grantor's Property free and clear of all mechanic's liens and materialmen's liens.

9. Should either party hereto institute any action or proceeding at law or in equity to enforce or to interpret any provision hereof for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for the services rendered the prevailing party in such action or proceeding, and such amount may be made a part of the judgment against the losing party. Should Grantor, without fault on its part, be made a party to any litigation instituted by or against Grantee, Grantee covenants to pay to Grantor all costs and expenses, including reasonable attorneys' fees incurred by Grantor in or in connection with such litigation.

10. Grantor and Grantee agree that a condition precedent to the operation of this Easement Agreement and payment by the Grantee of the consideration hereunder is the reinstatement of the approval and/or permitting of the Boardwalk by SCDHEC/OCRM, and that therefore this Easement Agreement shall commence upon reinstatement of the approval and/or permitting of the Boardwalk by SCDHEC/OCRM.

11. This Easement Agreement shall terminate upon the following: (1) The withdrawal or termination of approval and/or permitting of the Boardwalk by SCDHEC/OCRM or any applicable federal/state governmental entity; or (2) Substantial destruction of the Boardwalk by fire, explosion, or other casualty or occurrence as described by Paragraph 7 above.

12. The Easement granted hereunder, together with all rights and obligations of this

Easement Agreement, is appurtenant to the Grantee's Property and shall run with the land until terminated in accordance with the terms hereof. All obligations of Grantee herein shall terminate and become the obligations of any grantee of Synovus Bank to the title of the Grantee's Property upon recording of the title.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto Synovus Bank, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement Agreement to be executed by their duly authorized officer(s) on the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

(Signature of Witness #1)

By: _____
Drew A. Laughlin, Mayor

(Signature of Notary Public)

Attest: _____
Stephen G. Riley, ICMA-CM, Town Manager

STATE OF SOUTH CAROLINA

)

)

COUNTY OF BEAUFORT

)

UNIFORM ACKNOWLEDGMENT
S. C. CODE ANN. § 30-5-30 (SUPP. 2003)

I, the undersigned Notary Public do hereby certify that Drew A. Laughlin and Stephen G. Riley 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 _____, 2014.

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

SYNOVUS BANK

2) _____
Signature of Witness #1

1)By: _____

1)Its: _____

3) _____
Signature of Notary Public

STATE OF SOUTH CAROLINA)

)

UNIFORM ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

S. C. CODE ANN. § 30-5-30 (SUPP. 2003)

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 Synovus Bank.

Sworn to and Subscribed before me
on this ____ Day of _____, 2014.

4) _____
Signature of Notary Public for South Carolina
My Commission Expires: _____

**** Instructions for Execution:**

All signatures should be in blue ink.

ALL blanks must be filled in.

Grantor signs at line(s) 1)

Witness #1 signs at line 2)

Notary Public signs at line 3)

Notary Public signs at line 4) and affixes notary seal



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley ICMA~ CM, *Town Manager*
VIA: Charles Cousins, AICP, *Community Development Director*
VIA: Shawn Colin, AICP, *Deputy Director of Community Development*
FROM: Jayme Lopko, AICP, *Senior Planner*
DATE: February 20, 2014
SUBJECT: Public Art Agreement

Recommendation: Adopt a resolution that the Town Council of the Town of Hilton Head Island authorizes the Mayor to execute and deliver a gift agreement with the Community Foundation of the Lowcountry (CFL) for the acquisition of the “Sail Around” sculpture.

Summary: The Public Art Committee of the CFL held the Public Art Exhibition at Honey Horn from September 21, 2013 through December 31, 2013. In addition to the juried piece, a piece from this exhibition was donated to the CFL for inclusion into the Town’s Public Art Program. Sail Around is a boldly colored structure of yellow, red and blue with a clear connection to the nautical discovery part of Hilton Head Island’s past and present. The Public Art Committee has selected the former Rock’s location as the desired location for this artwork.

Background: The Community Foundation of the Lowcountry created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island.

Every two years a Public Art Exhibition is held and a piece of artwork is selected to be purchased and donated to the Town. However, this request is to donate a piece of artwork from the 2013 Public Art Expo to the Town’s collection in addition to the piece selected as the juried winner by the Public Art Fund Committee. This piece called “Sail Around” was donated to the Public Art Fund Committee at the conclusion of the Exposition and the committee has recommended it be donated to the Town’s collection and placed at the former “Rock’s” location. The juried piece, called “Caracol”, purchased by the Committee for donation to the Town will be brought forward at a later date as its recommended location is at the new Shelter Cove Community Park, which has not yet been completed. Currently Shelter Cove Community Park is not an approved location for public art; however, it is the intent of the Public Art Committee to request that it be added as an approved location once the Town owns the land.

On September 7, 2010, Town Council approved three locations for public art placement. On September 18, 2012, Town Council approved two additional locations for public art placement which included the former Rock’s location, the location selected for the installation of “Sail Around”.

Through correspondence between the Town and the CFL, the Town confirmed its intent to accept future pieces of art. This included not only those selected as the juried winner of the biannual Public Art Exposition but other pieces donated and recommended for inclusion into the Town's Public Art inventory by the Public art Fund Committee. As each piece is recommended for inclusion into the Town's Public Art Collection, the Town would issue specific agreements for each donated piece that outlines the delivery, installation, maintenance, insurance, and other details of the Town's acceptance of the piece.

The donated piece is recommended for placement on the former Rock's location. The exact location within the property will be determined by the Town in conjunction with the artist and the CFL. Town Council adopted the Fiscal Year 2014 budget, including the Capital Improvement Program (CIP). There was \$25,000 included in the approved CIP to cover the installation and maintenance of public art.

Execution of the Foundation's attached Gift Agreement does hereby donate the artwork to the Town of Hilton Head Island and its citizens.

A RESOLUTION OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT WITH THE COMMUNITY FOUNDATION OF THE LOWCOUNTRY FOR THE ACQUISITION OF THE “SAIL AROUND” SCULPTURE.

WHEREAS, the Community Foundation of the Lowcountry (hereinafter called “Foundation”) created a Public Art Fund for the purpose of funding and acquiring public art and outdoor sculpture to be placed in the public realm on Hilton Head Island (hereinafter called (“Town”), and;

WHEREAS, the Town acknowledges the value of public art and has committed to support art in the public realm, and;

WHEREAS, on June 19, 2012, the Town approved funding for the Foundation’s 2013 Public Art Exhibition, and;

WHEREAS, on September 18, 2012, the Town Council approved two additional locations for placement of public art, including the town owned land referred to as the former Rock’s location, and;

WHEREAS, the Foundation held a Public Art Exhibition from September 21, 2013 through December 31, 2013 in order to raise awareness of public art, and;

WHEREAS, “Sail Around” was donated to the Foundation’s Public Art Committee for inclusion in the Town’s Public Art Program, and;

WHEREAS, the Fiscal Year 2014 budget was adopted including the Capital Improvement Program, where money for the cost of the installation and maintenance of public art was identified;

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

1. The Mayor and Town Manager are hereby authorized to execute and deliver a gift agreement with the Community Foundation of the Lowcountry for the acquisition of the “Sail Around” sculpture, a copy of which is attached hereto.
2. The Mayor and Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the actions authorized hereby.

**MOVED, APPROVED, AND ADOPTED BY TOWN COUNCIL THIS ____
DAY OF _____, 2014.**

Drew A. Laughlin, Mayor

Attest:

**By: _____
Victoria L. Pfannenschmidt, Town Clerk**

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

AGREEMENT

THIS AGREEMENT is made this ____ day of March 2014 between Community Foundation of the Lowcountry, Inc. (hereinafter called "Foundation") 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 Foundation has accepted the donation of artwork titled “~~S~~sail Around” (hereafter referred to as "Artwork"), in accordance with the agreement attached hereto as Exhibit A ("Agreement for provision of public artwork"). The Artwork is further described in Exhibit B to this Agreement; and

WHEREAS, the Foundation wishes to maximize public enjoyment and appreciation of the Artwork; and

WHEREAS, the Foundation desires to donate the Artwork to the Town for display as public art, and the Town desires to accept the Artwork, in accordance with the terms of this Agreement.

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 Foundation, the parties hereto agree as follows:

1. Gift of the Artwork. The Foundation hereby gives to the Town its entire interest in the Artwork. The parties acknowledge that all copyrights in the Artwork have been retained by the Artist, as reflected in paragraph 8 of Exhibit A. The parties acknowledge that this gift includes only the Artwork itself and not any copyright or other intellectual property rights in the Artwork.

2. Foundation Ownership Interest in the Artwork. The Foundation hereby represents and warrants to the Town that it is the owner of the Artwork, free and clear of all liens, encumbrances, and restrictions, except those related to the Artists' copyright interest in the Artwork, and that it has the power to give the Artwork to the Town free and clear of all liens, encumbrances, and restrictions, in accordance with the terms of this Agreement.

3. Delivery and Installation of the Artwork. Upon final acceptance of the Artwork by the Foundation in accordance with the terms of the Artist Agreement, Exhibit A, the Foundation shall cause the Artwork to be delivered to the installation location at the former Rock's location, as described in Exhibit C to this Agreement. The Town shall be responsible for all costs of installation. The Town, at its own expense, shall undertake

adequate site preparation, including construction of a suitable base for the Artwork prior to delivery and installation.

4. Maintenance, Repairs, and Restoration. The Town will not intentionally destroy, damage, alter, modify, or change the Artwork in any material way. The Town shall be responsible for the periodic maintenance of the Artwork. The periodic maintenance shall include the cleaning of the Artwork, as described in Exhibit A, and otherwise keeping the Artwork in good condition and repair.

5. Insurance. The Town shall be responsible for maintaining property insurance on the full value of the Artwork. The Town and the Foundation agree that the current value of the Artwork is Twenty Seven Thousand dollars (\$27,000.00). In the event of loss or damage, the insurance proceeds shall be used to repair, restore, or replace the Artwork. If after such loss or damage the Town determines that the loss or damage is so material and substantial as to require abandonment of the Artwork rather than repair, restoration, or replacement, then the insurance proceeds shall be paid to the Foundation, less any costs paid by the Town for prior maintenance, repairs, restoration and the cost of insurance of the Artwork.

6. Right of Repurchase. In the event the Town determines that it is unable or unwilling to continue to maintain, repair, or restore the Artwork, or if the Town decides to no longer publicly display the Artwork, the Town shall offer the Foundation the right to repurchase the Artwork for the sum of One dollar (\$1.00).

7. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties. Its terms may be amended only by an instrument in writing signed by both parties.

(b) It is intended that each paragraph and subparagraph of this Agreement shall be viewed as separate and divisible; and in the event that any paragraph or subparagraph shall be held to be invalid or unenforceable, the remaining paragraphs and subparagraphs shall continue to be in full force and effect.

(c) This Agreement constitutes an enforceable legal obligation and is binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.

(d) This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina.

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

WITNESSES:

**COMMUNITY FOUNDATION OF THE
LOWCOUNTRY, INC.**

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
Drew A. Laughlin

Its: Mayor

EXHIBIT A

AGREEMENT FOR THE PROVISION OF PUBLIC ART

EXHIBIT A

AGREEMENT FOR THE PROVISION OF PUBLIC ART

This agreement for the provision of public art (hereinafter "Agreement"), entered into on the dates indicated below, by and between the Community Foundation of the Lowcountry and Jonathan Bowling, 811 Dickinson, Greenville, NC.

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public, is an essential component of any great town and makes that town more interesting and vibrant for its residents and visitors, and;

WHEREAS, the Community Foundation of the Lowcountry and the Town of Hilton Head Island desire to facilitate the provision of art in a public place, and;

WHEREAS, the Community Foundation of the Lowcountry and its assigned jury has selected the Artist to participate in the 2013 Public Art Exhibition on Hilton Head Island, and;

WHEREAS, the Artist is qualified and able to make available the piece "Sail Around" for purchase, and is willing to accept the commission as described in this Agreement, and;

WHEREAS, the Community Foundation of the Lowcountry agrees to donate to the Town of Hilton Head Island such work of art;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the Community Foundation of the Lowcountry and the Artist hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the Community Foundation of the Lowcountry unless earlier terminated as provided herein.
- 1.03 If the Artist fails to fulfill any of his obligations under this Agreement in a timely or proper manner, or if the Artist violate any of the covenants, agreements, or stipulations of this Agreement, the Community Foundation of the Lowcountry thereupon shall have the right to terminate this Agreement by giving the Artist written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the termination shall be stated in the notice.

Part II. Engagement of the Artist; Designation of the Artwork

- 2.01 Subject to the terms and conditions of this Agreement, the Community Foundation of the Lowcountry engages the Artist, and the Artist agrees to be so engaged, to make available

for purchase the Artwork (collectively, hereinafter “the Work”) as described in “Exhibit B”, attached hereto and incorporated herein by reference.

Part III. Installation of the Artwork

- 3.01 The Artwork shall be installed and incorporated into a public site as indicated in Exhibit C; such site is identified and described in Exhibit C, attached hereto and incorporated herein by reference. The Artist shall provide to the Community Foundation of the Lowcountry a written description of the manner in which the Artwork shall be installed, including a statement of details addressing any preparatory work which must be performed to prepare the site prior to installation.
- 3.02 The Artist, the Community Foundation of the Lowcountry and the Town of Hilton Head Island shall consult and agree to the date and time for delivery of the Artwork to the site to be executed by the Town of Hilton Head Island and/or its assigns.

Part IV. Final Acceptance; Title of the Artwork to Vest in the Town of Hilton Head Island

- 4.01 Upon installation of the Artwork to the Artist’s satisfaction, the Community Foundation of the Lowcountry shall inspect the work and present the Artist with a detailed listing of any observed flaws. When the Community Foundation of the Lowcountry is satisfied with the Work, it shall provide written notice to the Artist of his final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the Community Foundation of the Lowcountry.
- 4.02 Upon final acceptance, title to the Artwork shall pass from the Artist to, and vest in, the Community Foundation of the Lowcountry. Thereafter, the Community Foundation of the Lowcountry shall retain any written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 4.03 Upon final acceptance, the Artist shall be available for a public dedication of the Artwork; the Community Foundation of the Lowcountry and the Artist shall provide appropriate, on-site signage to identify the Artwork by the Artist’s name, the year of fabrication, and other information deemed appropriate by the Community Foundation of the Lowcountry.

Part V. Compensation

- 5.01 The Community Foundation of the Lowcountry shall pay to the Artist for the Artwork as provided in this Part of the Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of Twenty Seven Thousand dollars (\$27,000). This amount shall constitute full and complete compensation for the Artist’s Artwork.
- 5.02 Payments shall be made to the Artist upon his submission of detailed bill of sale
 - a. Upon installation of the Artwork and final acceptance by the Community Foundation of the Lowcountry under Part IV of this Agreement, the Community Foundation of the Lowcountry shall pay the Artist an amount not to exceed Twenty Seven

Thousand (in sum) Dollars (\$27,000).

Part VI. Warranty; Indemnification; and, Release

- 6.01 The Artist represents and warrant to the Community Foundation of the Lowcountry that:
- a. He is the sole creators of the Artwork, that the Artist has full power and authority to make this Agreement;
 - b. the Artwork does not infringe upon any copyright or violate any property right or other rights; and,
 - c. no lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the Community Foundation of the Lowcountry, no individual or entity will have any right or interest in the Artwork that is prior or superior to the Community Foundation of the Lowcountry's right and interest.

The Artist further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the Community Foundation of the Lowcountry.

- 6.02 The Artist agrees to defend, indemnify, and hold harmless the Community Foundation of the Lowcountry, and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the Artist pursuant to this Agreement.

Part VII. Insurance

- 7.01 As part of the Public Art Exhibition on Hilton Head Island, the Artist and the Community Foundation of the Lowcountry have procured and maintained comprehensive general liability insurance as will protect the Community Foundation of the Lowcountry and the Artist, and each of his respective officers, agents, employees and subcontractors performing any of the Work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by the Community Foundation of the Lowcountry or the Artist, or any of his respective officers, agents, employees and subcontractors performing any of the Work. The amounts of insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- 7.02 The insurance policy or policies procured as required by Section 7.01 name the Community Foundation of the Lowcountry as an additional insured party.

Part VIII. Copyright and Reproduction Rights

- 8.01 The Artist expressly reserves every right available to the Artist under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.
- 8.02 The Community Foundation of the Lowcountry retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the Community Foundation of the Lowcountry, for reference, promotional, educational and scholarly purposes. The Community Foundation of the Lowcountry agrees to make no commercial use of the Artwork without the Artist's written consent. If such consent is obtained from the Artist, all reproductions of the Artwork by the Community Foundation of the Lowcountry shall contain a credit to the Artist that states the Artist's name, year of creation, and the name of the Community Foundation of the Lowcountry.

Part IX. Maintenance, Repair, and Restoration

- 9.01 If, within the time period specified in Section 6.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the Artist's warranty, the Artist shall repair the Artwork or replace any defective component of the Artwork at no cost to the Community Foundation of the Lowcountry. All repairs or cures to defects shall be consistent with professional conservation standards.

Part X. General Provisions

- 10.01 Independent Contractor. The parties agree that the Artist is an independent contractor as that term is commonly used and are not employees of the Community Foundation of the Lowcountry. As such, the Artist is solely responsible for all taxes and none shall be withheld from the sums paid to him or her. The Artist acknowledges that he is not insured in any manner by the Community Foundation of the Lowcountry for any loss of any kind whatsoever. The Artist has no authority, express or implied, to bind or obligate the Community Foundation of the Lowcountry in any way.
- 10.02 Notices. All notices, requests and other communications that a party is required or elects to deliver pursuant to this Agreement shall be in writing and shall be delivered personally or by facsimile or electronic mail (with confirmation), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party or parties at its or his address set forth below:

if to the Community Foundation of the Lowcountry:
4 Northridge Drive, Suite A
Hilton Head Island, SC 29926

if to the Artist:
Wayne Trapp
427 Russell Beach Road
Vilas, NC 28692

- 10.03 Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina, and by all applicable municipal ordinances or codes of the Town of Hilton Head Island and of Beaufort County. Suit, if any, shall be brought in Beaufort County, South Carolina.
- 10.04 Waiver. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.
- 10.05 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 10.06 Non-discrimination. The Artist, and any person or firm engaged by the Artist to perform any of the Work pursuant to this Agreement, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 10.07 Conflict of Interest. The Artist certifies and warrants to the Community Foundation of the Lowcountry that neither he, nor any of his agents, representatives or employees who will participate in the performance of any part of the Work pursuant to this Agreement has or will have any conflict of interest, direct or indirect, with the Community Foundation of the Lowcountry.
- 10.08 Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other parties and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 10.09 Successors and Assigns. The parties bind themselves and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement; except as otherwise provided herein, Artist shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Community Foundation of the Lowcountry. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Community Foundation of the Lowcountry.

- 10.10 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Community Foundation of the Lowcountry and the Artist, with respect to the subject matter of this Agreement. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Community Foundation of the Lowcountry or Artist that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.
- 10.11 Survival. The following provisions of this Agreement shall survive and be in full force and effect after the termination of this Agreement, for whatever cause: Parts VI, VIII, IX, X, XI and XII.

IN WITNESS WHEREOF, the Community Foundation of the Lowcountry and the Artist hereby enter into this Agreement as of the dates indicated below:

_____ (“Community Foundation of the Lowcountry”)

By: _____
Signature

Date: _____

Printed: _____

Title: _____

_____ (“Artist”)

Signature: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Signature

Date: _____

Printed: _____

Title: _____

EXHIBIT B

DESCRIPTION AND MAINTENANCE OF THE ARTWORK

EXHIBIT B

Description and Maintenance of the Artwork

"Sail Around" is a large powder coated steel sculpture measuring 16 feet tall, 4 feet wide and 6 feet deep. The structure is designed to bolt to a concrete surface.

This steel sculpture is painted with a durable, washable paint and intended for outdoor installation. It can be washed like a car for dirt and foliage as needed.

A pressure washer is not recommended as it can disturb any cracked paint.



EXHIBIT C

LOCATION OF PUBLIC ART IN THE FORMER ROCK'S LOCATION

EXHIBIT C

Location of Public Art in the former Rock's Location

The sculpture will be located on Town owned land in the area referred to as the former Rock's Location. The specific location will be determined by the Town of Hilton Head Island in conjunction with the Community Foundation of the Lowcountry's Public Art Committee.

MEMORANDUM

TO: Steve Riley

FROM: Charles F. Cousins, AICP

RE: Proposed Resolution Directing the Staff and Planning Commission to Develop and Provide Input to the Town Council on a Plan for the Coligny Area

DATE: February 24, 2014

Recommendation: That Council adopt the attached resolution identifying a course of action to develop a plan for the Coligny area.

Summary: Town Council has identified the development of a plan for the Coligny area as a top priority for 2014. With the decision to remove USCB from the discussion for the Coligny area, a new effort needs to be undertaken to develop a concept plan for the Town Council to endorse. The primary public improvements found in the Town's earlier plans for this area are:

- Destination Park and Playground
- Surface Parking
- Children's Museum
- Streetscape Improvements
- Roadway and Intersection Improvements, and
- Pedestrian Improvements.

Staff, working with the Town's previous consultant, will have a plan prepared that focuses on the above elements. The Planning Commission would solicit public input on this plan and develop a recommendation that it would forward to the Town Council.

Background: Beginning in the late 1990's numerous plans for the Coligny area have been proposed that would serve to help renew this older area of the Town. In 1999, the Town adopted a tax increment financing district that encompassed this area with the intent of funding public improvements to bolster the area's renewal. Most recently discussions about public improvements have centered around bringing a USCB facility to this area. In December 2013 the Town was informed by USCB that their desire was to locate their facility in the Office Road area of the Town. Thus the Town needs to develop a new conceptual plan for the Coligny area. While past plans have considered differing mixes of improvements, the public improvements shown in the summary above appear as the elements in most plans.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ASKING THE TOWN MANAGER TO DIRECT STAFF TO ENGAGE A CONSULTANT TO PREPARE A CONCEPT PLAN FOR THE COLIGNY AREA CONSISTING OF CERTAIN ELEMENTS AND TO REQUEST THE PLANNING COMMISSION DEVELOP A RECOMMENDATION TO THE TOWN COUNCIL ON THE PLAN.

WHEREAS, the Town has developed numerous plans that focus on the redevelopment of the Coligny area dating back to the 1990s; and

WHEREAS, the Town Council for the Town of Hilton Head Island adopted a Tax Increment Finance District in 1999 to fund numerous public improvements throughout the Town including the Coligny area; and

WHEREAS, the Town Council of the Town of Hilton Head Island has identified the need to focus on improvements to the Coligny area for the past several years in their Policy Agenda/Targets for Action; and

WHEREAS, the Planning Commission has been appointed by the Town Council to provide recommendations on planning initiatives within the Town; and

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND ASKS THE TOWN MANAGER TO DIRECT STAFF TO ENGAGE A CONSULTANT TO PREPARE A CONCEPT PLAN FOR THE COLIGNY AREA. THE CONCEPT PLAN SHOULD CONSIST OF THE FOLLOWING ELEMENTS:

- **DESTINATION PARK AND PLAYGROUND**
- **SURFACE PARKING**
- **CHILDREN'S MUSEUM**
- **STREETSCAPE IMPROVEMENTS**
- **ROADWAY AND INTERSECTION IMPROVEMENTS, AND**
- **PEDESTRIAN IMPROVEMENTS**

**THE PLANNING COMMISSION SHALL SOLICIT PUBLIC COMMENTS AS IT
REVIEWS THE CONCEPT PLAN AND FORWARD ITS RECOMMENDATION ON THE
PLAN TO THE TOWN COUNCIL WITHIN 120 DAYS FROM THE DATE OF THIS
RESOLUTION.**

MOVED, APPROVED, AND ADOPTED THIS ____DAY OF _____, MARCH, 2014.

Drew A. Laughlin, Mayor

ATTEST:

By:_____
Victoria L. Pfannenschmidt, Town Clerk

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member:_____



MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, Town Manager

DATE: February 27, 2014

SUBJECT: Arts Center of Coastal Carolina Request

Recommendation: Consideration of a request that Town Council authorize immediate release of ATAX Funds in the amount of \$86,000 previously awarded to the Arts Center of Coastal Carolina. The February 19, 2014 letter from Arts Center Chairman Richard N. Speer is attached and explains in detail the Arts Center request.

Summary: The Arts Center of Coastal Carolina is requesting that Town Council authorize the release of \$86,000 (ATACS non-recurring funds) to replace its 18 year old HVAC control system and chilled water flow drives, both experiencing ongoing problems and causing higher monthly power bills.

Background: At Council's December 10, 2013 Council meeting, it was the consensus of Council to approve the request of \$86,000 but to hold the funds pending the outcome of the Arts Study. The Arts Center finds it critical to address the problems soon and if accomplished in the near future, such repairs will mean an appreciable cost savings.



February 19, 2014

Drew Laughlin, Mayor
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

Dear Mr. Mayor:

At the December 10, 2013 special meeting, Town Council received an ATAC recommendation to grant \$86,000 for the Arts Center of Coastal Carolina's supplemental capital project application to replace our 18 year old HVAC controls system and chilled water flow drives and is incurring ongoing operating problems and contributes to a significant monthly power bill.

These funds were to be disbursed out of out of the Town's 2013 non-recurring ATAX funds. It was also noted that this project has a three year payback on investment due to reductions in energy and maintenance expenses. Town Council tabled releasing these funds pending ATAC's February 18, 2014 recommendations on disbursing the remaining \$478,460 non-recurring funds.

The Arts Center is experiencing increased issues or failures in the existing controls and water flow systems. Regulating heating and cooling of the facility in some areas has become a manual "on or off" system. The comfort of visitors and patrons is a priority for their experience when attending the Arts Center year-round programs, particularly during our peak visitorship period from May through August.

The HVAC project is expected to take up to 8 weeks to fully install, test and implement. The system would have to be shut down at times to install the various controls and drives. Further delay of this critical project would require us to wait until fall when the temperatures are moderate again, not to mention prolonging our vulnerability to more potentially severe HVAC system failures during the summer peak tourist season.

At this time, we are requesting Town Council to release the \$86,000 ATAC recommended grant funds so we can complete the project before our spring and summer programs begin in May.

Please let us know if you have any questions. Thank you for your attention and we look forward to a favorable response.

Sincerely,

Richard N. Speer, Chairman
Arts Center of Coastal Carolina Board of Trustees

cc: Steve Riley, Town Manager
Kathleen P. Bateson, Arts Center President and CEO

PRODUCING THEATER SERIES ♦ PRESENTING GREAT PERFORMANCES
VISUAL ARTS EXHIBITIONS ♦ EDUCATION PROGRAMS ♦ COMMUNITY OUTREACH EVENTS
