



**The Town of Hilton Head Island
Regular Town Council Meeting**

June 2, 2015

4:00 P.M.

BENJAMIN M. RACUSIN COUNCIL CHAMBERS

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 distributed 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 Special Meeting/Budget Workshop, May 12, 2015
 - b. Town Council Sewer Summit Workshop, May 14, 2015
 - c. Town Council Meeting, May 19, 2015
 - d. Town Council Meeting, May 27, 2015
- 7) Report of the Town Manager**
 - a. Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year ending June 30, 2014
 - b. American Heart Association 2015 Mission Lifeline Award, Brad Tadlock, Fire Chief
 - c. Town Manager's Items of Interest
 - (1) Town News
 - (2) Noteworthy Events

8) Reports from Members of Council

- a. General Reports from Council
- b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman
- c. Report of the Community Services Committee – Kim Likins, Chairman
- d. Report of the Public Planning Committee – Tom Lennox, Chairman
- e. Report of the Public Safety Committee - Marc Grant, Chairman
- f. Report of the Finance and Administrative Committee - John McCann, Chairman
- g. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison

9) Appearance by Citizens

10) Unfinished Business

None.

11) New Business

a. First Reading of Proposed Ordinance 2015-14

First Reading of Proposed Ordinance 2015-14 to amend Title 1, Title 8, Title 15 and Title 17 of the Municipal Code of the Town of Hilton Head Island, South Carolina, making general amendments to reflect new Land Management Ordinance sections and references and providing for severability and an effective date.

b. First Reading of Proposed Ordinance 2015-15

First Reading of Proposed Ordinance 2015-15 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a lease with Boys and Girls Clubs of the Lowcountry, Inc. pursuant to the authority of S.C. Code Ann. § 5-7-40, and § 2-7-20 of the *Code of the Town of Hilton Head Island, South Carolina*; and providing for severability and an effective date.

c. Budget Wrap-Up

12) Executive Session (if necessary) regarding contractual matters pertaining to the proposed lease agreement with First Tee.

13) Adjournment

THE TOWN OF HILTON HEAD ISLAND
SPECIAL MEETING/BUDGET WORKSHOP

Date: Tuesday, May 12, 2015

Time: 4:00 P.M.

Present from Town Council: David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Lee Edwards, Marc Grant, Tom Lennox, Kim Likins, John McCann, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Brad Tadlock, *Fire Chief*; Nancy Gasen, *Director of Human Resources*; Susan Simmons, *Director of Finance*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Tom Fultz, *Director of Administrative Services*; Brian Hulbert, *Staff Attorney*; Julian Walls, *Facilities Manager*; Ed Boring, *Deputy Fire Chief*; Mike Mayers, *Deputy Fire Chief*; Jill Foster, *Deputy Director of Community Development*; Jeff Buckalew, *Town Engineer*; Brian McIlwee, *Assistant Town Engineer/Storm Water Manager*; Victoria Shanahan, *Accounting Manager*; Erica Madhere, *Finance Administrator*; John Valvo, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

Present from Media: Zach Murdock, Josh Mitelman, Island Packet

1. Call to Order

Mayor Bennett called the special meeting/budget workshop to order at 4:03 p.m.

2. 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.

3. Review of Budgets of Affiliated Agencies

- a. Solicitor's Office – Drug Court and Career Criminal Program
- b. Beaufort County Sheriff's Office
- c. USCB Event Management and Hospitality Training Program
- d. Hilton Head Island Economic Development Corporation
- e. Shore Beach Services, Inc.
- f. Coastal Discovery Museum
- g. Island Recreation Association
- h. Palmetto Breeze (LRTA)
- i. Community Foundation of the Lowcountry Public Art Exhibition

Representatives from the above organizations were present and answered questions from Council. Mayor Bennett referenced staff recommendations and after discussion, Council was in agreement to increase the funding for Palmetto Breeze (LRTA) to the revised requested amount of \$200,000 and to identify funding to add an additional \$50,000. In addition staff was directed to identify funding to increase the Beaufort County Sheriff's Office by an additional \$75,000 to cover reimbursement for the Detention Center operations.

4. Review of General Operating Budget

Susan Simmons presented a power point and conducted a review of the general fund budget, general fund expenditures by type, studies and special projects and the bigger picture funding. She reviewed projects that are included and not included in the proposed budget. Discussion ensued regarding developing cost estimates for the Island wide traffic study and master plan. Mayor Bennett stated he felt Council would have better direction on capital needed for sewer service after the completion of the Sewer Summit scheduled for Thursday, May 14.

Ms. Simmons reviewed the millage rates and millage rate cap calculations and FY15 Council directives regarding the reserve for dredging.

5. Review of Debt Service

Mrs. Simmons discussed the debt service fund budget, status of existing bonds and new bonds that are planned.

She reviewed the budget meeting time line and asked Council to be prepared to finalize their directives regarding proposed changes and/or additions by the planned budget preparation wrap up to be held on June 2 prior to first reading on June 9.

6. Appointments to the Arts and Cultural Strategic Planning Committee

7. Executive Session

Before discussion of **Item 6** above, Mr. Riley stated he needed an executive session for personnel matters related to appointments to board and commissions and also contractual matters related to land acquisition. At 7:02 p.m. Mr. Harkins moved to go into executive session for the reasons outlined by the Town Manager. Mrs. Likins seconded the motion. The motion was unanimously approved by a vote of 7-0.

Mayor Bennett called the meeting back to order at 8:07 p.m. stating no action was taken during Executive Session and asked if there was any business as a result of the Executive Session. Mrs. Likins confirmed there was and her motion regarding Item 6 of the agenda is listed below:

Mrs. Likins moved to appoint the following individuals to the new Community Services Arts and Cultural Strategic Planning Committee:

Jane Joseph as an At Large Member

Mary Ann Bastnagel as an At Large Member

Janice Gray as a representative for the Art League

Jim Collett as a representative for Hilton Head Symphony Orchestra

Robert Lee as a representative for the Arts Center of Coastal Carolina

Ben Wolfe as an At Large Member

Lisa Snyder as an At Large Member

Hannah Horne as an At Large Member

Mary-Ellen Eberly as an At Large Member

Mrs. Likins further moved to appoint Jane Joseph as the Chairperson of the committee and Mary Ann Bastnagel as Vice Chairperson of the Committee. Mr. Edwards seconded. The motion was unanimously approved by a vote of 7-0.

8. Adjournment

Mayor Bennett adjourned the meeting at 8:09 p.m.

Approved:

Vicki L. Pfannenschmidt,
Executive Assistant/Town Clerk

David Bennett, Mayor

THE TOWN OF HILTON HEAD ISLAND
SEWER SUMMIT WORKSHOP

Date: Thursday, May 14, 2015

Time: 5:00 P.M.

Present from Town Council: David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Marc Grant, Tom Lennox, Kim Likins, John McCann, *Council Members*

Absent from Town Council: Lee Edwards, Council Member (due to a medical emergency)

Present from Hilton Head Public Service District Board of Commissioners: Bob Manne, *Chairman*, Bob Gentzler, *Vice-Chair*, Frank Drehwing, Herbert Ford, John Geisler, Gary Kratz, David McCoy

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Susan Simmons, *Director of Finance*; Brian Hulbert, *Staff Attorney*; Jeff Buckalew, *Town Engineer*; Shawn Colin, *Deputy Director of Community Development*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

Present from HHPSD Staff: Pete Nardi, *General Manager*; Richard Cyr

Present from Media: Dan Burley, *Island Packet*

1. Call to Order

Mayor Bennett called the workshop to order at 5:00 p.m.

2. 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.

3. Introductions – Mayor Bennett

Mayor Bennett welcomed all. He stated he was glad that Town Council established a Top Priority of making sanitary sewer access available to all residents who want it. He explained his difficulty in reconciling the fact there are many people in the community that do not have sewer access. Mayor Bennett shared a video from the Island Packet which depicted the poor conditions from faulty septic tanks on the Island.

4. Overview and Background

- a. Presentation “Limitations of Septic Systems in the Lowcountry” by Dr. Stephen Borgianini of USCB

Dr. Borgianini conducted a power point presentation explaining the systems and their limitations.

- b. Presentation “Sewer Update 2015” – Pete Nardi, Hilton Head PSD General Manager

Mr. Nardi presented a detailed power point explaining the history of the Hilton Head PSD, details concerning the water production and treatment, water distribution, sanitary sewer service, wastewater treatment and the recycled water distribution program. He also explained the cost distribution for the services and how they assist customers in connecting through long term/low interest loans and Project SAFE. He noted the neighborhoods that used the front-foot assessment method to receive sewer.

Mr. Nardi explained in detail the Master Sewer Plan Revision for 2015 and pointed out the remaining sewer project areas. He explained the barriers to providing sewer service to all which included customer ability to pay, owner disinterest, privately owned roads/easement, interior lots, SCDOT encroachment requirements, rental properties and obtaining land for future sewer pump stations.

5. Proposed PSD Action Plans

Mr. Nardi reviewed the HHPSD action plan which would include completing the remaining sewer pump stations, the PSD serving as project manager for Town-funded sewer projects, providing long-term/low-interest financing for customers, assisting the Community Foundation in acquiring more funding for Project SAFE, and expanding the moderate income definition for Project SAFE. In addition he reviewed a proposed action plan for the Town which included directly funding sewer line installations in unserved areas, coordinating road/utility easements acquisition on private roads with sewer installation, providing sewer pump station sites on Town-owned property, assisting the Community Founding in acquiring more funding for Project SAFE and creating a program to eliminate septic tanks by encouraging connection to sewer.

In conclusion, Mr. Nardi proposed the next steps for the program which included a Town-PSD Staff sewer working group to recommend prioritization/implementation of the schedule of project and to recommend funding options for the projects. He added that the Town, HHPSD and the Community Foundation need to create a plan to increase SAFE funding and expand SAFE eligibility.

Town Council and HHPSD Commissioners participated in discussion regarding the proposed plans and moving forward.

6. Town Sewer Policy History

Steve Riley reviewed the prior efforts of the Town in the areas of provision of water and sewer service including the Town’s direct and indirect investments for a total of \$6.86 million as well as a Federal grant funds received through the Town’s efforts.

7. Open Discussion – Council and Commission

Mr. Nardi answered various questions regarding installation. Council members and Commissioners participated in a lengthy discussion as to how to resolve the issue. They discussed the ten projects identified in order to provide sewer access to the remaining unserved areas and the estimated costs. Conversation took place concerning the development of a comprehensive program to address sanitary sewers within a reasonable time frame.

8. Public Comment Period

Eleven residents addressed Council regarding the need to move forward with installing sewer service in the unserved areas as soon as possible.

9. Town Policy Review and Discussion

Mr. Riley reviewed and Council and Commissioners held a discussion of the potential policy considerations.

10. Direction on Next Steps – Council and Commission

It was the consensus of Town Council and the Commission that Town and PSD Staff will identify projects, as well as the sources of funding in 30 days.

11. Adjournment

Mayor Bennett adjourned the meeting at 7:42 p.m.

Approved:

David Bennett, Mayor

Vicki L. Pfannenschmidt,
Executive Assistant/Town Clerk

**THE TOWN OF HILTON HEAD ISLAND
REGULAR TOWN COUNCIL MEETING**

Date: Tuesday, May 19, 2015

Time: 4:00 P.M.

Present from Town Council: David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Marc Grant, Kim Likins, John McCann, *Council Members*

Absent from Town Council: Lee Edwards, Tom Lennox, *Council Members*

Present from Town Staff: Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Brad Tadlock, *Fire Chief*; Nancy Gasen, *Director of Human Resources*; Susan Simmons, *Director of Finance*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Brian Hulbert, *Staff Attorney*; Ed Boring, *Deputy Fire Chief*; Rene Phillips, *Website Coordinator*; John Valvo, *Systems Analyst*; Members of Fire Rescue Crews and Administration; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

Present from Media: None

1) CALL TO ORDER

Mayor Bennett 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

a. Emergency Medical Services Week Proclamation

Numerous members of Fire Rescue were present to accept the proclamation.

6) Approval of Minutes

a. Town Council Meeting, May 5, 2015

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 5-0.

7) Report of the Town Manager

a. Town Manager's Items of Interest

Mr. Riley reported on the items of interest listed below.

(1) Town News

(2) Noteworthy Events

8) Reports from Members of Council

a. General Reports from Council

None.

b. Report of the Intergovernmental Relations Committee – Bill Harkins, Chairman

None.

c. Report of the Community Services Committee – Kim Likins, Chairman

Mrs. Likins thanked the Mayor for adding the Community Services Committee recommendations concerning the Arts & Strategic Planning Committee on the past two Town Council agendas. She reported the Committee is looking forward to getting started.

d. Report of the Public Planning Committee – Tom Lennox, Chairman

No report.

e. Report of the Public Facilities Committee - Lee Edwards, Chairman

No report.

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

No report.

g. Report of the Finance and Administrative Committee - John McCann, Chairman

No report.

h. Report of the Circle to Circle Committee - Tom Lennox, Town Council Liaison

No report.

The Mayor distributed a letter to Council and Mr. Riley that he sent to Mayors of Beaufort County and Beaufort County Council Chairman Paul Sommerville regarding Heritage Tourism. He stated that the founding members of the Heritage Tourism Task Force have met several times to develop an approach which is outlined in the letter. He said he attended a meeting with the Mayors, Chairman Sommerville and the founding members of the Task Force and was encouraged. The meeting concluded with all agreeing to go back to their communities and prepare a listing of the historical sites and events in each community and work to establish an indication of the readiness of them to proceed. Mayor Bennett stated he is working with the three founding members to generate the list and he will bring it back to the full Council for further discussion and consideration of approval for him to take back to the other Mayors and Chairman Sommerville.

Mrs. Likins asked if there are plans to add additional members to the Heritage Tourism Task Force and if they would be regional. He concurred that is the plan, but in speaking with the other Mayors, they would like to develop the framework before populating the balance of the Task Force. Ms. Likins noted the Community Services Committee has been asked about the Task Force and she has assured them that the Committee will work very closely with the Task Force to make sure both work cohesively together and efforts don't overlap.

Mayor Bennett stated the Mayor's Call to Service awards ceremony was held on May 13. He noted 164 students received awards and collectively they donated 21,000 hours of community service over the course of the last year. He said the event was extremely well-organized. Mayor Bennett recognized the efforts of members of Town Staff that coordinated the entire event: Faidra Smith, Lynn Buchman, Eileen Buckalew, Jim Alm, Cinda Seamon, Lisa Stauffer, Debra Cyrilla, Lindsey Rambow, Suzanne Brown, Rene Phillips, Ron Castle and JD Dominguez. He stated it was a huge undertaking and he expressed his appreciation.

9) Appearance by Citizens

Patricia Maycumber, representing Charles Houston addressed Town Council regarding a legal matter with the Town.

Chet Williams addressed Town Council regarding prostate health.

Mary Barrett addressed Town Council regarding the FY2016 Budget.

10) Unfinished Business

a. Consideration of Update to Council Goals and Action Items

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 5-0.

11) New Business

a. Consideration of a Recommendation to approve the Scope of Work for the Arts and Cultural Strategic Planning Committee

Mrs. Likins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 5-0.

b. Consideration of a Recommendation – Village of Wexford request to purchase Town Property

Consideration of a Recommendation that Town Council sell 1.1 acres to the Village at Wexford POA at the price to be negotiated by staff based on deed restrictions necessary to affect any future Town public works projects.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 5-0.

c. Consideration of a Recommendation – Adventure Cove request to purchase Town Property

Consideration of a Recommendation that Town Council sell .59 acres to the owners of Adventure Cove for \$50,000.00 subject to the deed restrictions as proposed by the purchaser, restrictions to allow the Town to modify or to close the existing curb cut and to reserve appropriate easements for future public works projects.

Mr. Harkins moved to approve. Mr. McCann seconded. Mr. Grant suggested the purchase price be increased to \$150,000 with the restriction to close the curb cut but to let them keep the density. It was clarified the restrictions will be recorded on the deed. Paul Crunkleton spoke in opposition to the sale. The motion was approved by a vote of 4-1. (Mr. Grant was opposed.)

12) Executive Session

Mr. Riley stated he needed an Executive Session for contractual matters pertaining to the Village at Wexford request to purchase Town property; contractual matters pertaining to requests to acquire Town-owned land; contractual matters pertaining to proposals to sell land to the Town; contractual matters pertaining to the Developer Agreement with Shelter Cove Towne Centre; and legal matters pertaining to the Beachwalk Hotel. At 4:33 p.m., Mr. Harkins moved to go into Executive Session for the reasons set forth by the Town Manager. Mr. McCann seconded. The motion was approved by a vote of 5-0.

Mayor Bennett called the meeting back to order at 6:13 p.m. stating no action was taken during Executive Session and said there was no business as a result of the Executive Session.

13) Adjournment

Mr. Harkins moved to adjourn. Mr. McCann seconded. The motion was approved by a vote of 5-0. The meeting was adjourned at 7:40 p.m.

Vicki L. Pfannenschmidt,
Executive Assistant/Town Clerk

Approved:

David Bennett, Mayor

THE TOWN OF HILTON HEAD ISLAND
SPECIAL MEETING/BUDGET WORKSHOP

Date: Tuesday, May 27, 2015

Time: 4:00 P.M.

Present from Town Council: David Bennett, *Mayor*; Bill Harkins, *Mayor Pro Tem*, Marc Grant (arrived as the meeting was in progress), Tom Lennox, Kim Likins, John McCann, *Council Members*

Absent from Town Council: Lee Edwards, *Council Member*

Present from Town Staff: Steve Riley, *Town Manager*; Charles Cousins, *Director of Community Development*; Brad Tadlock, *Fire Chief*; Nancy Gasen, *Director of Human Resources*; Susan Simmons, *Director of Finance*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Tom Fultz, *Director of Administrative Services*; Brian Hulbert, *Staff Attorney*; Julian Walls, *Facilities Manager*; Derrick Coaxum, *Assistant Facilities Manager*; Mike Mayers, *Deputy Fire Chief*; Jeff Buckalew, *Town Engineer*; Brian McIlwee, *Assistant Town Engineer/Storm Water Manager*; Victoria Shanahan, *Accounting Manager*; John Valvo, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant/Town Clerk*

Present from Media: Jessica Knight, WTOC-TV

1. Call to Order

Mayor Bennett called the special meeting/budget workshop to order at 4:05 p.m.

2. 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.

3. Capital Projects Fund (CPF) and Storm Water Utility Fund (SWU) Review

Scott Liggett reviewed the proposed FY16 CIP Budget including carry-over projects, new projects and recurring projects. He explained that during the first quarter of the upcoming fiscal year is when all of the roll-forward amounts will be finalized and asked that Council keep in mind that all the figures are estimates and they are trying to be reflective of the budget amendments that occurred this fiscal year.

He referenced the funding for road acquisition and sewer projects noting it is an evolving recommendation due to the results of the Sewer Summit held on May 14. He said they identified lines and funding levels in the CIP for both initiatives but noted they don't represent a five year program implementation. He added that they are now working closely with the Public Service District to refine the recommendations and expects there will be a potential budget amendment soon after the start of the fiscal year in order to reflect the final guidance of Council.

Mr. Liggett reviewed in detail the priority projects which include USCB, Coligny District Redevelopment, Beach Renourishment and the Island Recreation Center Expansion. In addition, he went over all budgeted amounts for pathways, roadways, parks, existing facilities, new facilities and beach management and answered questions from Council.

Mr. Liggett conducted a summary of the Storm Water Utility reviewing salary and benefits, operating expenses, debt service, capital and infrastructure improvement, inventory and modeling, maintenance and repairs and pump station expenses. He stated the fee was unchanged at \$108.70 per single family unit for this upcoming fiscal year and noted that the Town is working with Beaufort County and other municipalities to conduct a fee study. Mr. Liggett informed Council that Beaufort County is studying a potential surcharge on all Beaufort County fee payers which includes Hilton Head Island. It would address the costs for the County to provide services to County facilities located within each municipality. He said he does not yet know all of the details but will report information to the Town Manager as it is received. Questions from Council were addressed.

4. Continued Review of General and Debt Service Funds

Ms. Simmons reviewed the suggested changes from the May 12 Workshop and addressed funding sources which were, \$500,000 for the Airport Noise Reduction Wall, and additional \$25,000 for the Palmetto Breeze (LRTA); \$75,000 for the BCSO-Detention Center Reimbursement; and \$25,000 for the Economic Analysis (Dr. Salazar). She noted that to ensure sufficient funds are available to address some of the 2015 goals, the Town will use a lump sum of \$750,000 with a placeholder titled Town Council Initiatives in the Town-wide section of the General Fund. For funding sources for the proposed changes she recommended using the .83 mil available from prior years in the amount of \$703,000, the \$500,000 transfer of CPF ad valorem tax available, and \$172,000 of additional prior year funds. After detailed discussion, the consensus from Council was to include the changes and utilize the sources of funding recommended in the proposed budget for first reading.

Frank Babel addressed Council requesting they consider including funding for pathway safety.

5. Executive Session

Mr. Riley stated he needed an Executive Session for consideration of appointments to boards and commissions which deals with the Beaufort County Capital Projects Sales Tax Commission for which Town Council must make an appointee. At 5:36 p.m. Mr. Harkins moved to go into Executive Session for the reasons stated by the Town Manager. Mr. McCann seconded. The motion was approved by a vote of 6-0.

Mayor Bennett called the meeting back to order at 5:50 p.m. stating no action was taken during Executive Session and asked if there was any business to address. Mr. McCann moved to amend the agenda to add the item: **Appointment to the Capital Projects Sales Tax Commission**. Mr. Harkins seconded. The motion was approved by a vote of 6-0.

6. Appointment to Capital Projects Sales Tax Commission

Mrs. Likins moved to appoint Andrea Siebold as the Hilton Head Island representative for the new Capital Projects Sales Tax Commission. Mr. McCann seconded. The motion was approved by a vote of 6-0.

7. Adjournment

Mr. McCann moved to adjourn. Mr. Harkins seconded. The motion was approved by a vote of 6-0. The meeting was adjourned at 5:52 p.m.

Approved:

Vicki L. Pfannenschmidt,
Executive Assistant/Town Clerk

David Bennett, Mayor



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Hilton Head Island
South Carolina**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2014



Executive Director/CEO

BECAUSE TIME MATTERS.



**MISSION:
LIFELINE®**

2015 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

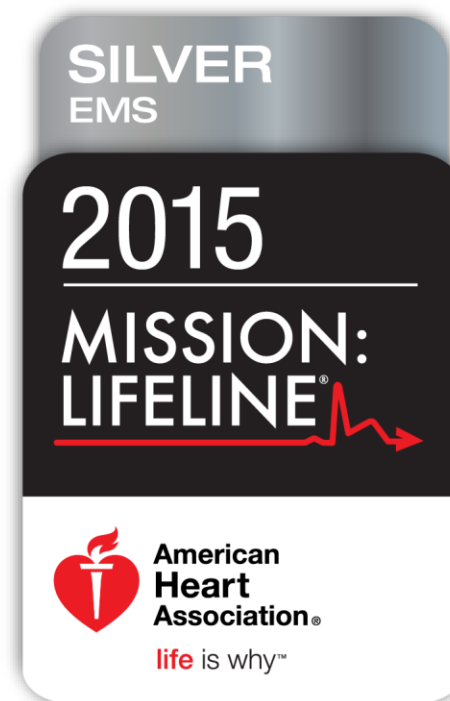
Hilton Head Island Fire Rescue Hilton Head Island, SC

Mission: Lifeline® EMS – SILVER

Achievement Award Agency

Recognition valid from May 2015 to May 2016

The American Heart Association recognizes this EMS provider for attaining 75% or higher composite adherence to each applicable Mission: Lifeline® EMS Achievement Measure for consecutive 12 month intervals to improve the quality of care for STEMI patients.



Nancy Brown
Chief Executive Officer, American Heart Association

James G. Jollis, MD, FACC
Chair, Mission: Lifeline Advisory Working Group

Elliott M. Antman, MD, FAHA
2014-2015 American Heart Association President



ITEMS OF INTEREST

JUNE 2, 2015

Town News

To celebrate National EMS week Hilton Head Island Fire Rescue, Hilton Head Hospital, and The Bluffton Township Fire District taught CPR to 300 students over two days at the Hilton Head High School. Students were informed about the importance of bystander CPR, the use of AED's, and the importance of each link in the Chain of Survival for cardiac arrests.

(Contact: Brad Tadlock, Fire Chief, 682-5153)

The Town of Hilton Head Island Financial Statements for the period ending March 31, 2015 including the Financial Dashboard, have been posted on the Town's website. You can view them at www.hiltonheadislandsc.gov

(Contact: Susan Simmons, Director of Finance, 341-4645)

Noteworthy Events

Some of the upcoming meetings at Town Hall:

- Community Services Committee – June 8, 2015, 9:00 a.m.
- Design Review Board – June 9, 2015, 1:15 p.m.
- Town Council Public Hearing on Budget/Special Meeting – June 9, 2015, 6:00 p.m.
- Circle to Circle Committee – June 10, 2015, 8:30 a.m.
- Intergovernmental Relations Committee – June 15, 2015, 10:00 a.m.
- Finance and Administrative Committee – June 16, 2015, 2:00 p.m.
- Town Council – June 16, 2015, 4:00 p.m.

(Additional meetings may be scheduled and all meetings are subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at www.hiltonheadislandsc.gov for Committee meeting dates and agendas.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, *AICP, Deputy Director of Community Development*
FROM: Teri B. Lewis, *AICP, LMO Official*
CC: Charles Cousins, *AICP, Community Development Director*
DATE: May 22, 2015
SUBJECT: General Amendments to the Municipal Code

Recommendation: The Public Planning Committee met on May 7, 2015 to review the attached amendments to the Municipal Code and voted 3-0-0 to recommend to Town Council that the proposed amendments be adopted.

Staff recommends that Town Council approve the proposed amendments to the Municipal Code.

Summary: The Municipal Code needs to be updated to reflect changes made as a result of the adoption of a new Land Management Ordinance (LMO) and a new Official Zoning Map. Specifically amendments are proposed to the following Titles:

- *Title 1 - The Code:* changes 'Administrator' to 'Official'
- *Title 8 - Beaches, Waterways and Recreational Areas:* adds language to allow Mobi-Mat across dune areas, updates sections numbers and changes 'administrator' to 'Official'
- *Title 15 – Building and Building Codes:* changes 'Director of Planning' to 'Community Development Director' and deletes outdated references related to affordable housing
- *Title 17 – General Regulations:* updates zoning districts and LMO sections related to the noise ordinance, replaces outdated maps with new parcel based maps for the Harbour Town and Shelter Cove areas.

Background: The new LMO and Official Zoning Map were adopted by Town Council on October 7, 2014. A recent review of the Municipal Code indicated that there were several portions that listed outdated LMO sections or references. The proposed amendments will fix these outdated section numbers and references.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2015-#

PROPOSED ORDINANCE NO. 2015-14

**AN ORDINANCE TO AMEND TITLE 1, TITLE 8, TITLE 15 AND TITLE 17
OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA, MAKING GENERAL AMENDMENTS TO REFLECT
NEW LAND MANAGEMENT ORDINANCE SECTIONS AND REFERENCES
AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, on October 7, 2014, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a new Land Management Ordinance (the “LMO”) and Official Zoning Map; and

WHEREAS, Title 1, Title 8, Title 15 and Title 17 of the Municipal Code all have references to specific LMO sections; and

WHEREAS, these Municipal Code titles must be updated to reflect the current and correct LMO sections and references; and

WHEREAS, the Public Planning Committee is authorized by Town Council to hold a public meeting on the proposed general amendments to the Municipal Code, and the Public Planning Committee held a public meeting on May 7, 2015, at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed amendments; and

WHEREAS, the Public Planning Committee, after consideration of the staff memo, proposed amendments to the Municipal Code and public comments, voted 3 - 0 to recommend to Town Council that the proposed amendments be approved.

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

Section 1. Amendment. That the Municipal Code of the Town of Hilton Head Island, South Carolina, be, and the same hereby is, amended to read as indicated on the attached pages (Exhibit 1).

NOTE: New text is indicated by a double underline and deleted text is indicated by a ~~strike-through~~.

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 be effective upon its adoption by the Town Council of 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 _____ 2015.**

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

David Bennett, Mayor

ATTEST:

Victoria L. Pfannenschmidt, Town Clerk

First Reading:

Second Reading:

Approved as to form:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

Exhibit I

TITLE 1 – THE CODE

Chapter 3 – Definitions and Construction

Sec. 1-3-50. - Amendment to Code.

(a) – (f) – NO CHANGE

(g) The ~~administrator of the~~ Land Management Ordinance (LMO) Official, Title 16 of the Municipal Code, or his designee, may make formal, nonsubstantive changes in the ordinance insofar as it is necessary to do so to embody them into a unified chapter. The ~~administrator~~ Official may make such changes in the LMO as the codifier is authorized to do in Code section 1-3-50(f).

TITLE 8 – BEACHES, WATERWAYS AND RECREATIONAL AREAS

Chapter 1 - Beaches

Article 4 – Dune Protection

Sec. 8-1-411 – Sec. 8-1-412 – NO CHANGE

Sec. 8-1-413. - Destruction of sea oats or other dune vegetation.

It shall be unlawful for any person to alter, remove or otherwise destroy sea oats or any other vegetative matter growing out of the sand dunes with the exception of permitted elevated dune walkovers or similar beach access for accessibility or pruning of dune vegetation when authorized by the town, in accordance with accepted International Society of Arboriculture practices, and land management ordinance (LMO) sections ~~16-3-402(A)(4), 16-5-806(C) and 16-6-305(A)~~ 16-6-104.B.2.viii and 16-6-103.F. The LMO ~~administrator~~ Official may allow removal of nonnative invasive vegetation in the dune systems, including but not limited to, Chinese tallow or beach vitex. In addition, the administrator may approve the removal of trees below six (6) inches in diameter, with the exception of live oaks, or grant a tree removal permit for trees of protected size if determined by the administrator it is needed to create a view corridor. All trees removed must be cut flush with existing grade and leave the root system intact.

TITLE 15 – BUILDING AND BUILDING CODES

Chapter 5 – Fees and Permits

Article 2 – Fees and Permits

Part A - Fees

Sec. 15-5-211. - Generally.

(a) – (g) – NO CHANGE

(h) Reduction of fees for qualified affordable/moderate income housing construction. Permit fees shall be reduced up to a maximum of fifty (50) percent for any affordable/moderate income housing units so qualified by the Town's ~~Director of Planning~~ Community Development Director. Proof of qualification shall consist of the provision of ~~legally tendered documents either establishing the recordation of a Density Housing Agreement (LMO: Chapter 4 Moderate Income Housing Program)~~ or, in the case of a project not requesting a density bonus, a sworn affidavit filed by the building entity establishing that units will be sold or rented exclusively to households with incomes equal to or less than eighty (80) percent of the most recent median annual income of Beaufort County and identifying the number and placement of the affordable housing units. Plan checking fees shall be calculated based on reduced building permit fee. No reduction shall be provided for any penalties owed if work is undertaken without a permit.

(i) Definitions for the purposes of this article:

Affordable housing is defined as housing units either operated as rental or available for sale exclusively to households with incomes equal to or less than eighty (80) percent of the most recent median family annual income of Beaufort County.

Moderate income housing is defined as residential units either operated as rental or available for sale exclusively to households with incomes equal to or less than one hundred and twenty (120) percent of the most recent median family annual income of Beaufort County. ~~and are subject to a Density Housing Agreement (LMO: Chapter 4 Article XVII Section 16-4-1704A.1.)~~

(j) NO CHANGE

Sec. 15-5-212 – Sec. 16-5-224 – NO CHANGE

TITLE 17 – GENERAL REGULATIONS

Chapter 4 – Noise Control

Sec. 17-4-111 – Sec. 17-4-113. NO CHANGE

Sec. 17-4-114. - Prohibited acts.

The following acts are declared to be nuisances hereunder and are hereby declared to be unlawful and in violation of the provisions hereof:

- (1) The willful creation or causing of any excessively loud sound. The creation or causing of any excessively loud sound shall be deemed to be "willful" if upon notice to the emitter of any excessively loud sound, the emitter fails or refuses to cease the creation or causing of the excessively loud sound.
- (2) The erection, including construction, excavation, demolition, alteration or repair work, or the permitting or causing thereof, of any building or other structure, or the operation or the permitting or causing the operation of any tools or equipment used in construction, excavation, drilling, demolition, alteration or repair work; or the performance of landscape maintenance and the operation of tools and equipment customarily used in connection with landscape maintenance:
 - a. Other than during the daytime; or

- b. In such a manner as to create noise levels greater than 95 dBA at the property line of the property where such activity occurs.
 - c. This section shall not apply in cases of extreme and urgent necessity in the interest of public safety and convenience, and then only by permit obtained from, and issued by, town manager.
- (3) The operation of any automobile, motorcycle, boat, vehicle, machine, machinery or equipment with a nonfunctioning or disabled muffler.
- (4) a.
On any property located within the following zones: ~~RS-2~~, RSF-3, ~~RS-4~~, RSF-5, RSF-6, RM-4, RM-8 and RM-12, as defined in title 16, specifically Section 16-3-104, Residential Base Zoning Districts, ~~chapter 4, article II~~, the making of any noise during the daytime, wherein the sound level from any operation, use or occupancy exceeds the sound level limits specified in the octave band or the A-scale measurement indicated in the following table when measured from any other property under separate ownership.

Octave Band Center Frequency (Hertz)	63	125	250	500	1000	2000	4000	8000	A-Scale
Sound Level Limit (dB re: 0.0002 microbar)	76	66	59	54	50	47	44	42	60

- b. The daytime sound level limits are to be reduced by five (5) dB during the nighttime.
 - c. The sound level limits set forth in subsections (4)a. and (4)b. above are to be reduced by five (5) dB in the case of impulsive sound.
- (5) a.
On any property located within the following zones: NC, PD-1, S, MF, WMU, CR, SMU, MMU, ~~CFB~~, ~~CCW~~ and RD, as defined in title 16, specifically Section 16-3-105, Mixed-Use and Business Districts, ~~chapter 4, article II~~, the making or allowing or causing to be made of any noise, wherein the sound level from any operation, use or occupancy exceeds the sound level limits specified in the octave band indicated or the A-Scale measurement indicated in the following table when measured from any other property under separate ownership.

Octave Band Center Frequency (Hertz)	63	125	250	500	1000	2000	4000	8000	A-Scale
Sound Level Limit	81	71	66	61	57	54	52	49	67

(dB re: 0.0002 microbar)									
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- b. The daytime sound level limits are to be reduced by five (5) dB during the nighttime.
- c. The sound level limits set forth in subsections (5)a. and (5)b. above are to be reduced by five (5) dB in the case of impulsive sound.

(6) a.

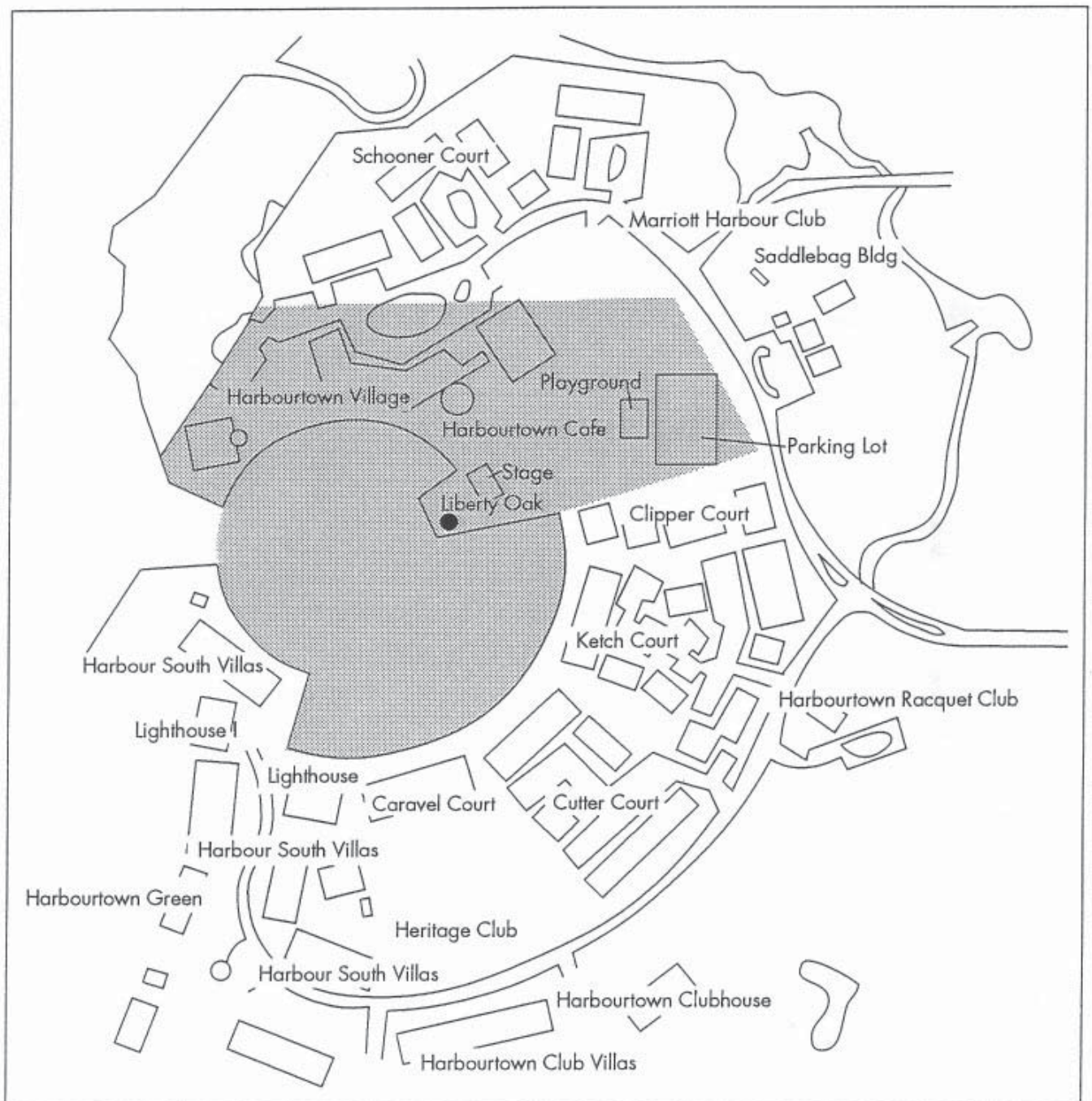
On any property located within the following zones: ~~OL, OM, LC, MS, MED, MV, SPC, CC, DCW,~~ IL, and PR, as defined in title 16, specifically 16-3-105, Mixed-Use and Business Districts ~~chapter 4, article II,~~ and the Shelter Cove and Harbour Town multiple use areas (as defined on the maps which are found at the end of this chapter), the making or allowing or causing to be made of any noise, wherein the sound level from any operation, use or occupancy exceeds the sound level limits specified in the octave band or the A-scale measurement indicated in the following table when measured from any other property under separate ownership.

Octave Band Center Frequency (Hertz)	63	125	250	500	1000	2000	4000	8000	A-Scale
Sound Level Limit (dB re: 0.0002 microbar)	83	74	69	64	62	57	54	52	69

- b. The daytime sound level limits are to be reduced by five (5) dB during the nighttime.
- c. The sound level limits set forth in subsections (6)a. and (6)b. above are to be reduced by five (5) dB in the case of impulsive sound.

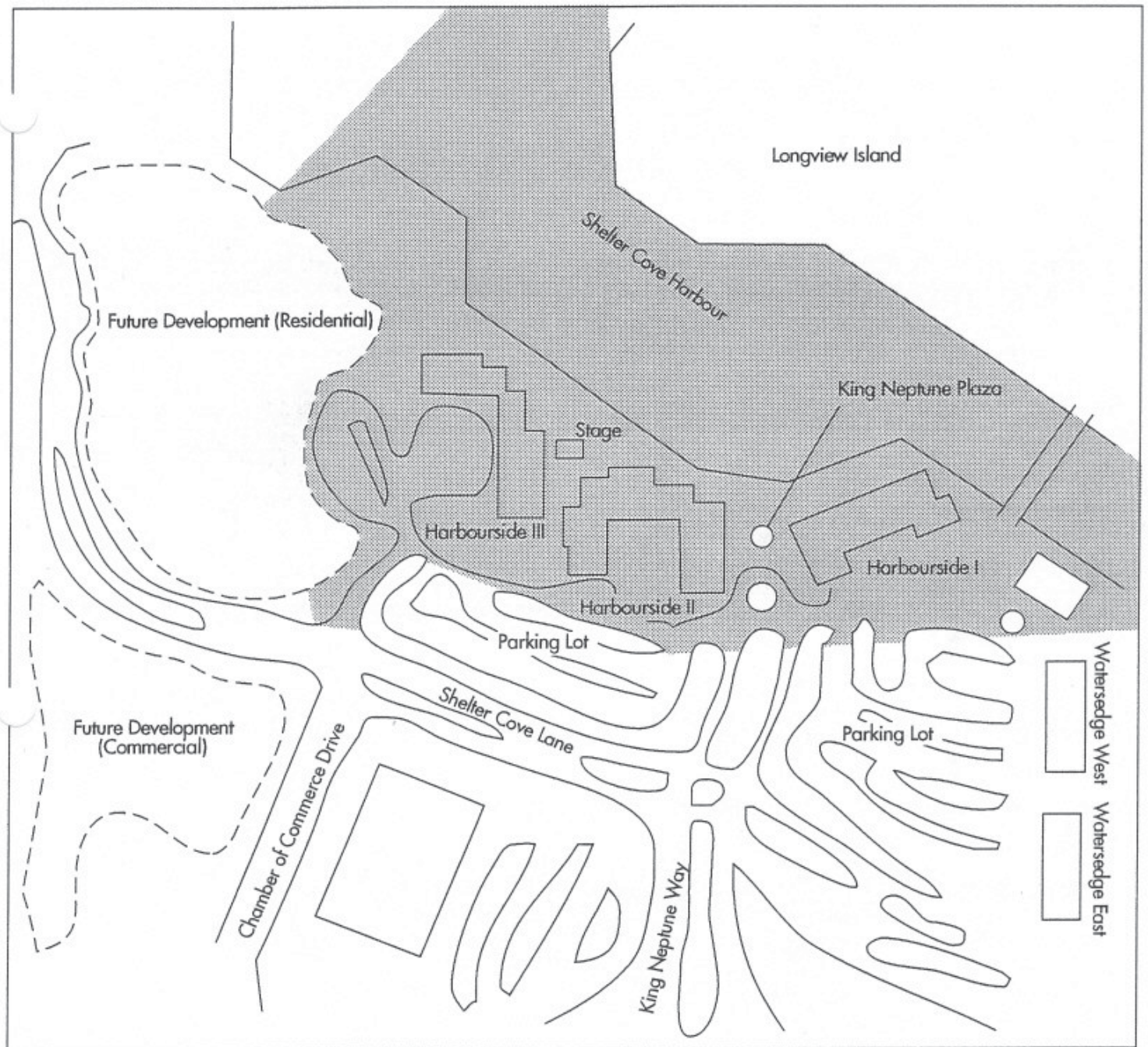
Sec. 17-4-115 – Sec. 17-4-118 – NO CHANGE

Old Map - Harbour Town




Liberty Oak/Sea Pines Plantation

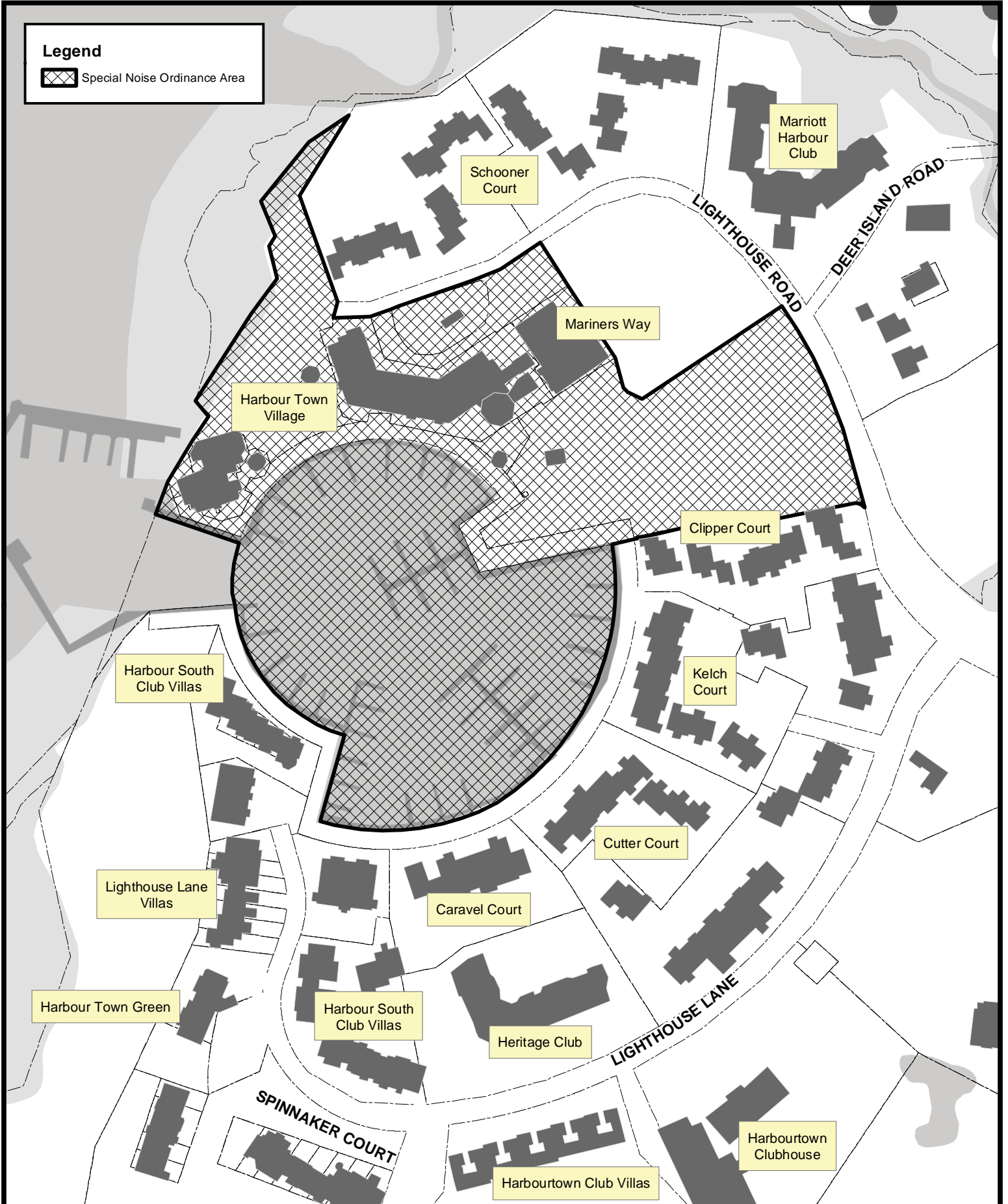
Old Map - Shelter Cove



Shelter Cove

Legend

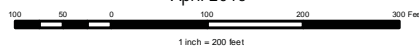
 Special Noise Ordinance Area



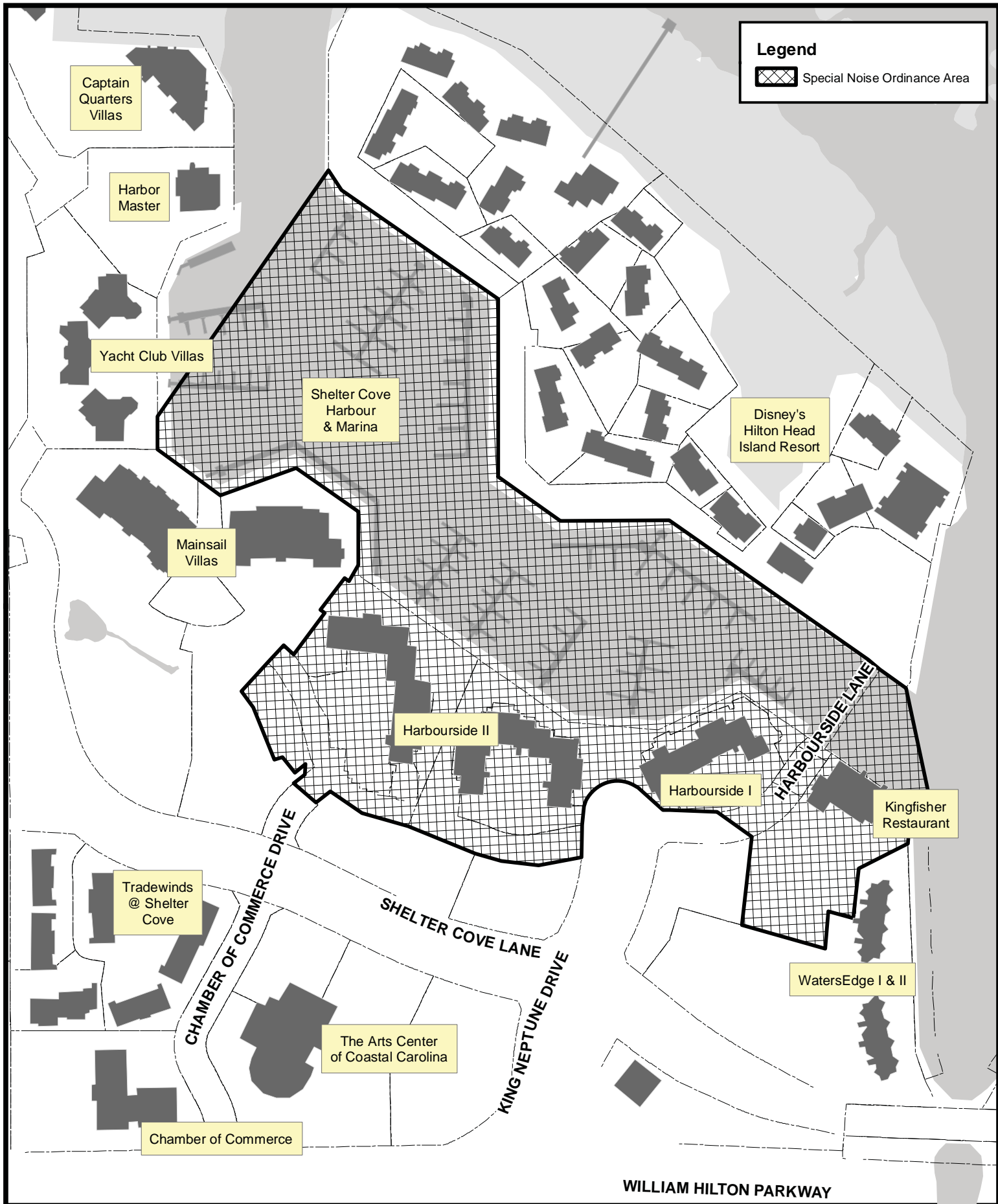
TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 361-4400
Data Created: April 7, 2015
Project - HarbourTown, NoiseOrdinance.mxd

Town of Hilton Head Island Harbour Town - Sea Pines

April 2015



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

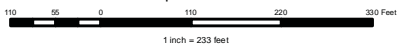


TOWN OF HILTON HEAD ISLAND
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E-mail: info@hiltonheadsc.gov

Town of Hilton Head Island

Shelter Cove

April 2015



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MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, Town Manager

DATE: May 26, 2015

RE: **Proposed Land Lease with the Boys and Girls Club for 1st Tee**

Recommendation: Staff recommends Town Council agree to the proposed lease with the Boys and Girls Club for land to create a 1st Tee Program on Hilton Head Island.

Summary: At its April 21, 2015 meeting Town Council committed to lease land to the Boys and Girls Club of the Low Country for the 1st Tee program. Attached is the proposed lease. The lease covers two Town parcels totaling 16.59 acres. This land will be leased to the Boys and Girls Club of the Low Country. The 1st Tee program will be operated by the Hilton Head Island Foundation to Support Youth Sports, Inc. The lease is for \$1.00 a year with expiration in 2060. The lease includes terms to allow renewal. The Town Attorney is available to discuss details of the lease in executive session.

Background: The Town has been working for some time with the Boys and Girls Club to assist in the creation of a 1st Tee program. Prior to agreeing to a lease the Town Council had requested the Boys and Girls Club prepare a master plan for the site and a business plan. These were both presented to the Town Council and accepted.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH BOYS AND GIRLS CLUBS OF THE LOWCOUNTRY, INC. PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40, AND § 2-7-20 OF THE *CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA*; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina (the “Town”) owns certain real property, more particularly described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in the Gum Tree Road Area, Hilton Head Island, Beaufort County, South Carolina, containing 6.590 acres, all of which is more particularly shown on that certain plat prepared by Terry G. Hatchell, S.C.R.L.S., 11059, dated the 23rd day of September, 1998, entitled “Survey of 6.590 Acres, A Section of Parcel 1, 25.61 Acres, Gum Tree Road Area, Hilton Head Island, Beaufort County, South Carolina”, a copy of which is recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Record Book 66 at Page 174. For a more accurate description of said property, as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

TMS#: R510-007-000-0392-0000

-AND ALSO-

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 10.0 acres and being more particularly shown and described on “A Plat of 10.00 Acre Parcel, a section of Gum Tree Road Area”, prepared by Jerry L. Richardson, SCRLS #47874, dated December 6, 1979, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 28 at Page 143.

TMS#: R510-007-000-0023-0000;

(the “Property”); and

WHEREAS, Boys and Girls Clubs of the Lowcountry, Inc. ("BAGC") is a not for profit corporation, which desires to lease the Property from the Town for the purposes of operating the "First Tee Training Facility" and ancillary and related uses in accordance with the Lease attached hereto as Exhibit "A"; and

WHEREAS, Town Council for the Town approved a Master Plan and Business Plan of BAGC with regard to the use of the Property on April 21, 2015; and

WHEREAS, the Town Council for the Town has determined that the proposed Lease attached hereto as Exhibit "A" is in the best interests of the citizens, residents and visitors on Hilton Head Island; 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 authorized by Ordinance.

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

Section 1. Execution of Lease.

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in a substantially similar form to that attached hereto as Exhibit "A" for the lease of Town-owned real property to Boys and Girls Clubs of the Lowcountry, Inc.; 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 Amendment as authorized hereby.

Section 2. Severability.

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

Section 3. Effective Date.

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

**PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF
_____, 2015.**

David Bennett, Mayor

ATTEST:

Victoria L. Pfannenschmidt, Town Clerk

First Reading: _____

Second Reading: _____

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

Introduced by Council Member: _____

EXHIBIT “A”

LEASE OF 16.590 ACRES, MORE OR LESS,
BY AND BETWEEN
THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA
AND
BOYS AND GIRLS CLUBS OF THE LOWCOUNTRY, INC.

DATED AS OF _____

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

THIS LEASE, dated as of _____ (together with any amendments hereto made in accordance herewith, hereinafter, the “Lease”), is made and entered into by and between Boys and Girls Clubs of the Lowcountry, Inc. (hereinafter “Lessee”) and the Town of Hilton Head Island, South Carolina (hereinafter, the “Town”).

W I T N E S S E T H

WHEREAS, the Town is a body politic and corporate and a political subdivision of the State of South Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of South Carolina; and,

WHEREAS, Lessee is a not for profit corporation organized and existing under the laws of the State of South Carolina; and,

WHEREAS, the Town is the owner of certain property located on Hilton Head Island, South Carolina which is more particularly described herein below, and Lessee desires to lease this property from the Town for the purposes of operating the “First Tee Training Facility” and ancillary and related uses in accordance with the Master Plan and Business Plan as approved by Town Council for the Town; and,

WHEREAS, Town Council for the Town approved a Master Plan and Business Plan of Lessee with regard to the use of the property to be leased herein on April 21, 2015, which includes the Plans attached hereto as Exhibit “A” (hereinafter, “Master Plan and Business Plan”); and,

WHEREAS, it is acknowledged and agreed between the Town and Lessee that Hilton Head Island Foundation to Support Youth Sports, Inc., in conjunction with Lessee, will be administering and/or otherwise facilitating the First Tee Training Facility and ancillary and related uses on the Property hereinafter described; and,

WHEREAS, Pursuant to Section 2-3-30, *Code of the Town of Hilton Head Island* (1983), the Town is authorized to “sell, lease or contract to sell or lease any lands of the municipality”.

NOW THEREFORE, for and in consideration of the performance of the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Town, the Parties hereto agree as follows:

ARTICLE 1

1.1 *The Property:* The improved real property leased by Lessee pursuant hereto (hereinafter, the “Property”) is known and described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in the Gum Tree Road Area, Hilton Head Island, Beaufort County, South Carolina, containing 6.590 acres, all of which is more particularly shown on that certain plat prepared by Terry G. Hatchell, S.C.R.L.S., 11059, dated the 23rd day of September, 1998, entitled “Survey of 6.590 Acres, A Section of Parcel 1, 25.61 Acres, Gum Tree Road Area, Hilton Head Island, Beaufort County, South Carolina”, a copy of which is recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Record Book 66 at Page 174. For a more accurate description of said property, as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

TMS#: R510-007-000-0392-0000

-and-

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 10.0 acres and being more particularly shown and described on “A Plat of 10.00 Acre Parcel, a section of Gum Tree Road Area”, prepared by Jerry L. Richardson, SCRLS #47874,

dated December 6, 1979, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 28 at Page 143.

TMS#: R510-007-000-0023-0000

1.2 *Lessee Accepts the Property "As Is":* Lessee represents and warrants that it has examined the Property, title to the Property, and use restrictions on the Property, and accepts the same "as is", and without representation or warranty, express or implied, in fact or in law, by the Town, and without recourse to the Town as the title thereto, availability of water, sewer, electricity or telecommunications services, the nature, condition or usability thereof, or the uses to which the Property may be put. In no event shall the Town have any liability to Lessee for any defect in the Property, conditions existing in, on or about the Property or any limitation on the uses which may be made of the Property.

1.3 *Application of Laws and Other Matters:* This Lease is made by the Town and accepted by Lessee subject to the following:

- a) The parties agree that the Lessee will occupy and use the Property in accordance with the terms of this Lease.
- b) All existing ordinances and statutes, including zoning regulations, affecting the Property which are now in force or which may be enacted in the future.
- c) Lessee must comply with all provisions of the Town's Land Management Ordinance in connection with the use of the Property pursuant to the rights granted in this Lease.

1.4 *No Other Interest In Real Property Created:* Other than the leasehold interest as expressly set forth herein, Lessee shall have no interest in the Property.

ARTICLE 2

2.1 *Limited Obligation of Town:* The Town shall not be required to furnish and has no obligation to furnish Lessee any facilities or services of any kind, such as, but not limited to, water, sewage disposal, sewage capacity, electricity, light power, telecommunications services.

2.2 *Utilities and Other Services:* Any fees for the provision of any utilities serving the Property, or any other arrangements that must be made with the provider of any utility or any other service, shall be the sole responsibility of Lessee and Lessee shall be responsible therefor at Lessee's sole cost and expense.

2.3 *Lessee Responsible for Payment of all Expenses:* Lessee shall be solely responsible for the payment of any and all charges for water, sewage disposal, electricity, telephone or other communications used, rendered or supplied to or upon the Property or in connection with Lessee's use of the Property.

2.4 *Indemnification and Hold Harmless:* Lessee shall indemnify and hold the Town harmless from any claims for loss, damage or liability, including attorney's fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death or damage to any person, or to the property of any person, arising from or in any manner relating to the use of the Property by Lessee and Lessee's operations thereon, or arising from any act or omission of the Lessee with respect to the exercise of Lessee's rights hereunder; provided however, in no event will Lessee indemnify or hold harmless the Town from the acts or omissions of the Town, its employees or agents.

ARTICLE 3

3.1 *Use:* Pursuant to Article 11.3 below, Lessee may use the Property only in accordance with any Master Plan and Business Plan, and specifically for: (a) the purposes of operating the

“First Tee Training Facility” and ancillary and related uses from time to time; or (b) purposes which are consistent with the mission statement of BAGC or general purposes for which BAGC operates.

3.2 *General Management:* Lessee shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of the Lease. Without limiting the generality of the foregoing, Lessee shall have the following rights and duties with respect to the use, management and operation of the Property:

- a) To determine and carry out policies relating to ancillary activities and services offered by Lessee, including those set forth in the Master Plan and Business Plan and those allowed as accessory uses under the zoning for the Property;
- b) To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Lessee has or may acquire;
- c) To erect, establish, maintain, modify, build, construct, or remove any structures or other items in accordance with the Master Plan and Business Plan and in furtherance of the use and operation of the Property by Lessee; and
- d) To, in general, carry out the provisions of this Lease and the Master Plan and Business Plan.

3.3 *Improvements to the Property:* Any improvements constructed, installed, or otherwise erected upon the Property as shown on the Master Plan and Business Plan shall be performed by Lessee at the sole cost and expense of Lessee.

3.4 *Permits:* It shall be the sole responsibility of Lessee to procure and pay for any required municipal and state, federal or other governmental permits and authorizations of the

various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Lessee's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to the permit being sought by Lessee where such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or other requirement.

3.5 *Mechanic's or Other Liens Prohibited:* Lessee shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Lessee. In the event any such lien is filed, Lessee shall promptly cause the same to be removed of record, and shall further indemnify and hold harmless from any costs or expenses, damages, suits or attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

3.6 *Maintenance of Property And Compliance With Laws:* During the term of the Lease Agreement, Lessee shall, at its sole cost and expense, provide for the maintenance or upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health and sanitation codes as the same may from time to time be in effect.

3.7 *Rules, Regulations and Restrictions:* Lessee shall at all times during the term or this Lease, at its sole cost and expense:

- a) In keeping with the uses permitted on the Property, maintain the Property and the structures and buildings on the Property, in a clean, neat, safe, sanitary and orderly condition, it being understood that no use shall be made or permitted of the 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 the Town pursuant to any provision of this Lease.

- b) Other than materials and equipment used, or to be used, in the improvement, maintenance and use of the Property, the improvements and the personal property thereon, Lessee shall not sell or suffer or permit to be stored kept, used or sold in, upon or about the Property or in any structure or building located on the Property, any substance defined as a “Hazardous Substance” under any Federal, State or Local law, ordinance or regulate, or any other substance defined as a “Hazardous Substance” under any Federal, State or Local law, ordinance or regulation, or any other substance or material of an explosive, inflammable or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion or other damaging or dangerous hazard; and, Lessee shall, at its sole cost and expense, cause the removal and clean-up of any hazardous substance allowed to contaminate the Property by Lessee.
- c) Comply with all governmental rules, regulations, ordinances, statutes and laws now hereinafter effect pertaining to the Property or Lessee’s use thereof;
- d) Refrain from dumping, disposal, reduction, incineration or other burning of any trash, papers, refuse or garbage of any kind in, on, or about the Property, in violation of any applicable statute, regulation or ordinance;
- e) Refrain from storing any trash or garbage on the Property or in any structures or building located on the Property, not create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation or ordinance.
- f) Refrain from committing or suffering to be committed any waste upon, or any unlawful, improper or offensive use of, the Property or any structure or building on

the Property, or any public or private nuisance or act or thing upon the Property or any structure or building on the Property;

- g) Maintain the Property so as to achieve compliance with and remain in compliance with all local ordinances promulgated by the Town of Hilton Head Island, South Carolina, or any other applicable law, rule, regulation or agreement concerning the Property.

3.8 *Ad Velorum Property Taxes and Storm Water Utility Fees:* At all times during the term and any renewal term(s) of this Lease, Lessee shall be responsible for paying all ad velorum property taxes and storm water utility fees assessed by the County of Beaufort or any other applicable entity with respect to the Property. In the event that Lessee fails to pay all such property taxes and/or storm water utility fees required by this Article 3.8, the Town may, but without obligation to do so, at any time or from time to time, and without notice, pay any or all of the property taxes and/or storm water utility fees due and owing, in which event Lessee shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Lessee for such payment.

3.9 *Additional Rules:* In addition to the foregoing, Lessee shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Lessee's use and enjoyment of the Property. Further, Lessee shall cause an audit of its books to be prepared each year at the conclusion of Lessee's

fiscal year, which shall be delivered to the Town within thirty (30) days of completion of the same.

ARTICLE 4

4.1 *Initial Term of this Lease:* Subject to Article 4.2, 4.4 and Article 9, the term of this Lease shall be for a period of Forty-Five (45) years, with such term commencing on June 1, 2015 and ending on May 31, 2060 (the “Initial Lease Term”), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto.

4.2 *Renewal Terms of Lease:* Upon termination of this Lease as provided in Article 4.1 above, this Lease shall automatically renew for successive periods of Twenty-Five (25) years (the “First Renewal Lease Term” or “Second Renewal Lease Term”), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either party hereto shall give the other a Notice of Termination as set forth in Article 4.3 herein below.

4.3 *Termination of this Lease:* The Initial Lease Term shall expire on May 31, 2060 (hereinafter, the “Initial Termination Date”). The First Renewal Term of this Lease shall expire Twenty-Five (25) years from the date of the Initial Termination Date (the “First Renewal Termination Date”), and the Second Renewal term shall expire Twenty-Five (25) years from the First Renewal Termination Date, and so on. Should either party hereto, or not less than twelve (12) months preceding any termination date, give the other Party written notice of its intention not to renew this Lease, then this Lease shall expire on the Initial Termination Date or the First/Second/Third/etc. Renewal Termination Date, as the case may be.

4.4 *Rent:* Lessee shall pay to the Town Rent in the sum of One and 00/100 Dollar (\$1.00) per year for the term of this Lease. Rent shall be due on January 1 of each year during any term

of this Lease, except for the first year of the Lease which shall be due upon the execution of this Lease.

ARTICLE 5

5.1 *Quiet Enjoyment:* The Town hereby covenants that Lessee shall, during the Lease term, peaceably and quietly have, hold and enjoy the Property without suit, trouble or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the quiet use and enjoyment of the Property by Lessee during the Lease Term, so long as the Lease Term shall be in effect and all obligations of Lessee hereunder have been fulfilled.

ARTICLE 6

6.1 *Required Property Insurance:* During the Initial Lease Term and any Renewal Lease Term hereof, Lessee shall keep any buildings on the Property insured against loss or damage by fire, wind, flood (to the extent of any available flood insurance program) and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Lessee shall not be required to maintain such insurance on structures such as benches, picnic sheds, or similar structures used by the public. In the event of a casualty loss, insurance proceeds may be used for construction of a building or buildings that is/are not the same in architectural style, character, or location except as is required hereinabove, as allowed and limited by the Master Plan and Business Plan. The Town shall be named as an additional insured on this policy or these policies.

6.2 *Required Liability Insurance:* During the Lease Term, Lessee shall maintain in full force during the term of this Lease comprehensive general public liability insurance with minimum bodily injury, death and property damage limits, per occurrence, of Five Million and

00/100 Dollars (\$5,000,000.00), insuring against any and all liability of Lessee with respect to its occupancy and use of the Property and any improvements thereon, or arising out of the maintenance, use or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions of this Lease. The Town shall be named as an additional insured on this policy or these policies.

6.3 *Policy Form:* All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names of the Town, Lessee and such other persons or firms as the Town specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Lessee and others hereinabove mentioned, and executed copies of such policies or insurance or certificates thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Lessee and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give to the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other

casualty policies shall be written as primary policies, not contributing with and not in excess or coverage which the Town may carry.

6.4 *Failure of Lessee to Obtain Insurance:* In the event that Lessee fails to procure and/or maintain any insurance required by this Article 6, or fails to carry insurance required by law or governmental regulation, the Town, may, but without obligation to do so, at any time or from time to time, and without notice, procure such insurance and pay the premiums therefore, in which event Lessee shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Lessee for such payment.

ARTICLE 7

7.1 *Assignment and Sublease Prohibited:* The Lease shall not be assigned by Lessee, and Lessee shall not sub-let any part of the Property; provided, however, that Lessee may assign or transfer certain rights or obligations as set forth in this Lease to Hilton Head Island Foundation to Support Youth Sports, Inc. which are necessary in the administration of the First Tee Training Facility and ancillary and related matters. For purposes of this Lease, "Lessee" shall include Lessee and any assigns as permitted by this Article 7.1 or elsewhere in this Lease.

7.2 *Other Encumbrances Prohibited:* Lessee shall not grant any easements, licenses or right-of-way or enter into any agreement which would in any way affect or encumber the title to the Property.

ARTICLE 8

8.1 *Notices:* All notices, certificates or other communications required hereunder shall be deemed Delivered when delivered in person, or mailed by regular first class mail, postage

prepaid, addressed as follows, or to such other addresses as may be designated, in writing by the Parties:

To the Town:	Town of Hilton Head Island, South Carolina Stephen G. Riley, ICMA-CM One Town Center Hilton Head Island, SC 29928
To Lessee:	Boys and Girls Clubs of the Lowcountry, Inc. Mark Branch, Registered Agent 1100 Boundary Street Beaufort, SC 29901
With Copy to:	Boys and Girls Clubs of the Lowcountry, Inc. ATTN: Executive Director 151 Gumtree Road Hilton Head Island, SC 29926

ARTICLE 9

9.1 *Events of Default Defined:* The following shall be Events of Default under this Lease:

- a) The failure of Lessee to observe or perform any covenant, conditions, obligation or agreement contained in this Lease required to be observed or performed on its part for a period of thirty (30) days after Delivery of written notice from the Town specifying such failure and demand that it be remedied.
- b) The dissolution, termination or liquidation of Lessee, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debt or any other form of creditor relief, either by Lessee or against Lessee.
- c) The abandonment of the Property by Lessee, or the discontinuance of operations at the Property by Lessee.

- d) Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with this Lease without the approval of the Town.
- e) The Failure to pay any sum due to the Town from Lessee under any provision of this Lease.
- f) Lessee: (i) ceases to use the Property for the purposes of operating the First Tee Training Facility and ancillary and related uses in accordance with this Lease; AND (ii) Lessee ceases to use the Property for purposes which are consistent with the mission statement of Lessee or general purposes for which Lessee operates.
- g) Lessee ceases to use the Property in accordance with the Master Plan and Business Plan.

9.2 *Remedies on Default:* Whenever any Event of Default described in Article 9.1 of this Lease shall have happened and continue for a period of thirty (30) days after Delivery of written Notice of Default from the Town to Lessee, the Town shall have the right to terminate this Lease and shall give notice to Lessee to vacate the Property. The Town may thereafter evict Lessee from the Property and take possession thereof and also exercise all rights and remedies provided herein. In no event shall enforcement by the Town of its rights under this Article 9 cause Lessee to be relieved of any of its obligation set forth in this Lease.

9.3 *No Remedy Exclusive:* No remedy conferred upon or reversed to the Town herein is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder or now or hereafter existing at law or equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Town.

9.4 *Waivers:* The failure of either party to enforce any right or remedy as set forth in this Lease shall not be considered a waiver of that right or remedy. In the event that any agreement contained herein should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

9.5 *Agreement to Pay Attorney's Fees and Expenses:* In the event that either party hereto shall default under any of the provisions hereof, and the non-defaulting party shall employ attorneys, or incur other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting party hereto contained, the defaulting party agrees that it shall pay, on demand, the fees of such attorneys and such other expenses so incurred by the non-defaulting party in the enforcement of its rights hereunder.

9.6 *Discontinuance of Proceedings:* In the case either Party hereto shall have proceeded to enforce any right under this Lease and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Town and Lessee shall be restored respectively to their several positions and rights hereunder and all rights, obligations, remedies and powers of the Town and Lessee shall continue as though no such proceeding has been taken.

ARTICLE 10

10.1 *Binding Effect:* This Lease shall inure to the benefit of and shall be binding upon Lessee and the Town.

10.2 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered without written consent of both Parties hereto.

10.3 *Severability*: In the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

10.4 *Execution of Counterparts*: This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.5 *Applicable Law*: This Lease shall be governed and construed in accordance with the laws of the State of South Carolina.

10.6 *Captions*: The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

10.7 *Recording*: The Parties hereto may record this Lease, or a short form of Memorandum thereof, in the Office of the Register of Deeds for Beaufort County, South Carolina.

10.8 *No Agency*: The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principle/agent or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Lessee other than that which is expressly stated herein. No employee, volunteer or agent of Lessee shall be considered an employee or agent of the Town for any purpose whatsoever, and none shall have any status, right of benefit of employment with the Town.

10.9 *Plural/Singular*: Where appropriate, the use of singular herein shall include and be deemed to be the plural, and the use of plural herein shall be deemed to include the singular.

10.11 *No Third Party Beneficiaries*: The parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party

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

ARTICLE 11

11.1 *Interest on Past Due Obligations:* Whenever under any provision of this Lease, Lessee shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Lessee fails, refuses, or neglects to perform as herein required, the Town shall be entitled but shall not be obligated to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Lessee, and in such event the amount thereof with interest thereon as hereinafter provide shall be deemed due upon demand for payment thereof by the Town. Any amount due from Lessee to the Town under this Lease which is not paid when due shall bear interest at the lower of the rate of eighteen (18%) percent per annum or the highest rate then allowed under any usury laws of the State of South Carolina from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Lessee under this Lease.

11.2 *Miscellaneous Financing:* The Town and Lessee acknowledge and agree that certain costs will be incurred for capital improvements, including development of facilities, in connection with the Property. As such, the Town agrees that it will “match” or pay to Lessee (on a dollar-for-dollar basis) funds raised by Lessee on or after July 1, 2014 in connection with the development of facilities on the Property and related to the First Tee Training Facility. In connection therewith, the maximum amount of funds for which the Town is obligated to “match” or pay to Lessee shall be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). To

qualify for this “match”, Lessee shall be required to show that it has raised at least One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in cash. Pledges or other types of promises of future payment shall not qualify. Amounts received or pledged from other governmental entities shall not qualify.

11.3 *Master Plan and Business Plan:*

- a) In connection with the approval and execution of this Lease, Town Council for the Town has approved a Master Plan and Business Plan of Lessee (including the Plans attached hereto as Exhibit “A”), which were presented to and approved by Town Council on April 21, 2015. Any use of the Property by Lessee (and/or its assigns pursuant to Article 7.1 above or elsewhere in this Lease), which is not in accordance with the Master Plan and Business Plan, shall constitute an Event of Default as described in Article 9.1 above.
- b) Any change in the Master Plan and/or Business Plan of Lessee must be approved by Town Council for the Town, and in the event Town Council approves any change in the Master Plan and/or Business Plan of Lessee (with respect to the use of the Property, this Lease, or otherwise), then in such event the Town and Lessee shall amend this Lease so as to reflect any change(s) in the Master Plan and/or Business Plan (including changes in Property description/extent/boundaries). In the event the parties cannot mutually agree on a Lease amendment pursuant to this Article 11.3, the Town may terminate this Lease upon one hundred twenty (120) days’ written notice to Lessee.

11.4 *Town Entry for Drainage Maintenance:* It is acknowledged and agreed between the Town and Lessee that the Town may enter the Property and travel upon the same at any time and

without notice to the Lessee for the purposes of standard periodic (or emergency) review, repair, and maintenance of storm water drainage infrastructure and related improvements including ditches, drains, embankments and any other features on or within the Property which relate to storm water drainage. The Town will use best efforts to avoid obstructing or otherwise interfering with Lessee's use of the Property pursuant to the terms of this Lease.

(SIGNATURE PAGES FOLLOW)

In Witness whereof, the Parties hereto, by and through their duly authorized officers,
have duly executed this Lease.

WITNESSES:

**BOYS AND GIRLS CLUBS OF THE
LOWCOUNTRY, INC.**

Print Name: _____

Its: _____

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

UNIFORM ACKNOWLEDGMENT

)

S. C. CODE ANN. § 30-5-30 (SUPP. 2011)

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 Boys and Girls Clubs of the Lowcountry, Inc.

Sworn to and Subscribed before me

on this ____ Day of _____, 2015.

Notary Public for South Carolina

My Commission Expires: _____

WITNESSES:

**THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA**

By: _____

David Bennett, Mayor

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. 2011)**

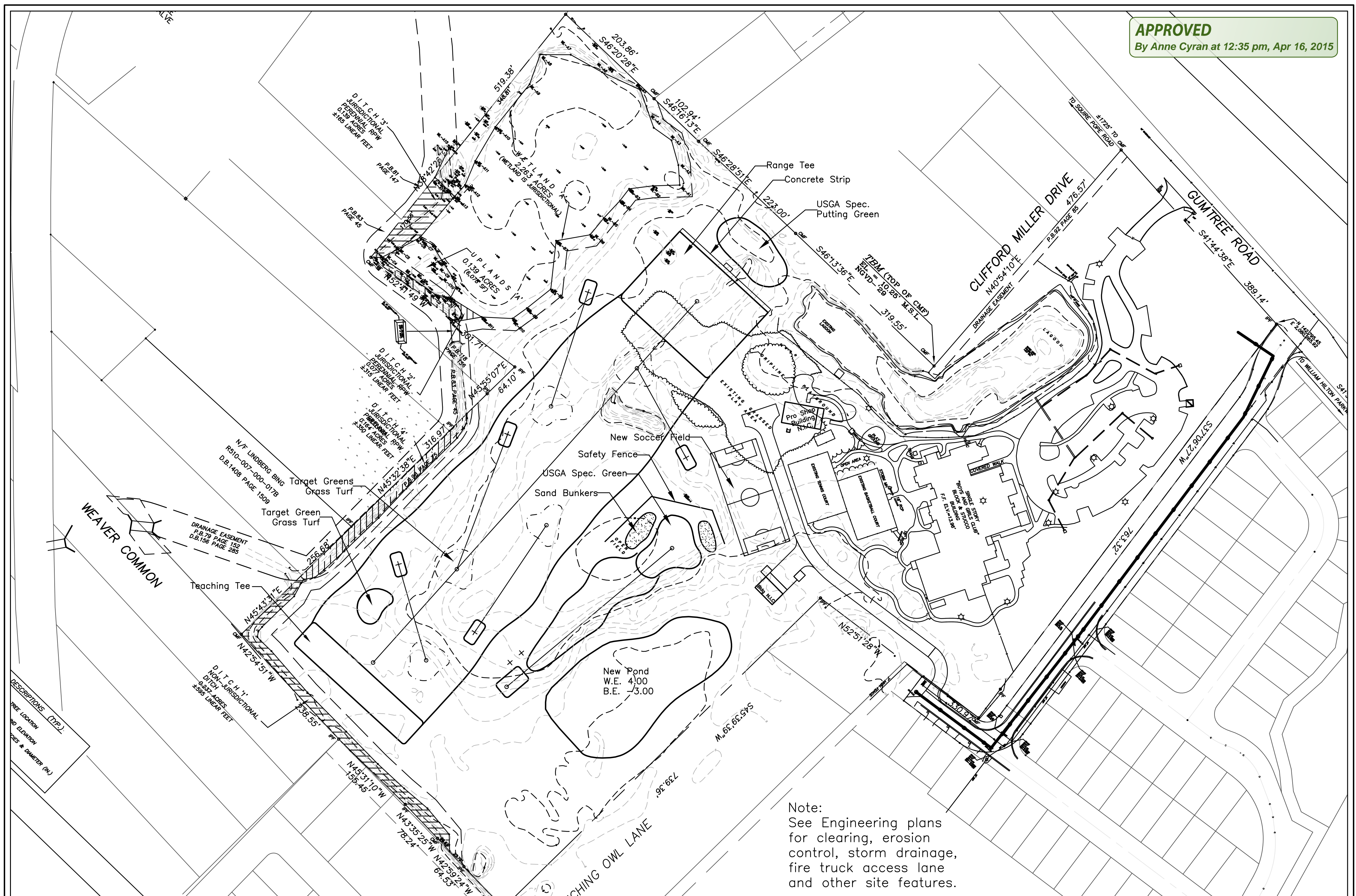
I, the undersigned Notary Public do hereby certify that David Bennett and Stephen G. Riley personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me

on this ____ Day of _____, 2015.

Notary Public for South Carolina

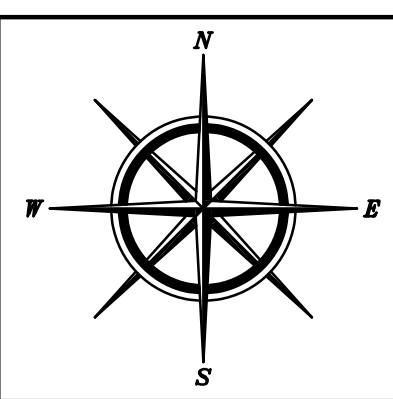
My Commission Expires: _____



Prepared For
The First Tee
of the Lowcountry
Hilton Head, SC

Golf Course Architecture
Clyde Johnston Designs, Inc.
Hilton Head Island, S.C.

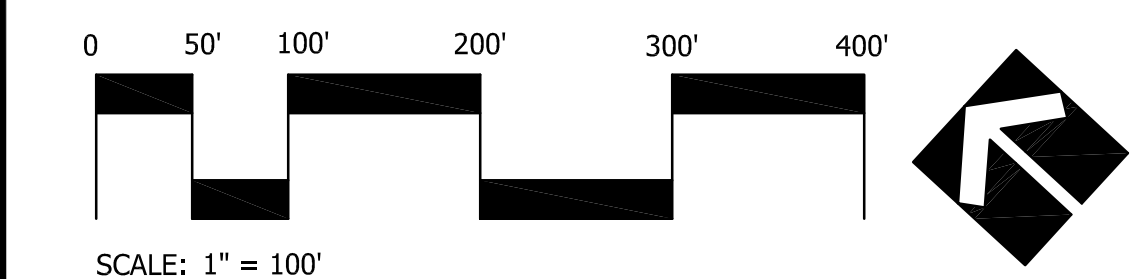
Golf Facility Construction Plans
The First Tee
Golf Facility
Hilton Head, SC



50	0	100	200	300
Scale in Feet				
Date: January 13, 2015				
Revisions: Target greens to grass - Feb. 17, 2015				
©2015 Clyde Johnston Designs, Inc. - Job No. 2013412				

Golf Facility
Master Plan

MP-1
Sheet 3 Of 9



PLAN IS SUBJECT TO CHANGE.

APPROVED
By Anne Cyran at 12:36 pm, Apr 16, 2015

Wood+Partners Inc. WPI
Landscape Architects
Land Planners
PO Box 23849 ■ Hilton Head Island, SC 29925
843.681.6616 ■ Fax 843.681.7096 ■ www.woodandpartners.com

PERMIT DRAWINGS
**THE FIRST TEE OF THE
LOWCOUNTRY**
Hilton Head Island, South Carolina

**BOYS AND GIRLS CLUB
OF THE LOWCOUNTRY**
151 Gumtree Road
Hilton Head Island, South Carolina

**NOT FOR
CONSTRUCTION**

DRAWN BY:
DM
CHECKED BY:
KT

This drawing is an instrument of
service & remains the property of
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without written permission.

#	REVISION	DATE	BY
1	DPR SUBMITTAL	2.17.15	

DATE
2.17.15
PROJECT NUMBER
01-14030
SHEET TITLE
**OVERALL SITE
PLAN**

SHEET
NUMBER
L0

SHEET 2

SHEET
C104