The Town of Hilton Head Island

Regular Town Council Meeting
April 17, 2018

4:00 P.M. EXECUTIVE SESSION
5:00 P.M. REGULAR MEETING

BENJAMIN M. RACUSIN COUNCIL CHAMBERS

AGENDA

As a courtesy to others please turn off/silence ALL mobile devices during the Town Council Meeting. Thank You.

1. **Call to Order**
2. **FOIA Compliance -** Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
3. **Executive Session**
   a. **Legal Matters:**
   Receipt of legal advice related to pending, threatened, or potential claim related to:
      i. Shane L. Gould v. The Town of Hilton Head Island, The Town of Hilton Head Island Board of Zoning Appeals and the Forest Beach Owners Association, Inc.
      ii. Sea Cabin Racquet Club II HPRV v. Town of Hilton Head Island
   b. **Personnel Matters:**
   Discussion of appointments of members related to Boards and Commissions.
4. **Pledge to the Flag – 5:00 p.m.**
5. **Invocation**
6. **Proclamations & Commendations**
   a. **Beaufort County Student of the Month:**
      i. **Kelsey Wallace,** 12th Grade – Hilton Head Island High School – December 2017, Character Trait "Compassion"
      ii. **Maria DeJesus Salmeron Santos,** 11th Grade – Hilton Head Island High School – January 2018, Character Trait "Perseverance"
      iii. **Agnes Gross,** 5th Grade – Hilton Head Island Elementary School – February 2018, Character Trait "Integrity"
   b. **Mayors Honored Islanders:**
      i. Doris Eschenbach
      ii. Benjamin Green & Annie Mae Miller
   c. **National Public Safety Telecommunicators Week**
   d. **Earth Day**
7. **Approval of Minutes**
   a. Town Council Meeting, April 3, 2018

8. Report of Town Manager

a. Hilton Head Island: Our Future

b. Items of Interest

i. Town News
ii. Noteworthy Events

9. Reports from Members of Council

a. General Reports from Council

b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman

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

d. Report of the Public Planning Committee – David Ames, Chairman

e. Report of the Public Facilities Committee – Marc Grant, Chairman

f. Report of the Finance & Administrative Committee – John McCann, Chairman

10. Appearance by Citizens

11. Unfinished Business - None

12. New Business

a. Consideration of a Resolution – Financial and Audit Services

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the Town Manager to enter into a contract for financial and audit services for the fiscal years ending June 30, 2018 through 2021.

b. First Reading of Proposed Ordinance 2018-04

First Reading of Proposed Ordinance 2018-04 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a lease with ArborNature for property owned by the Town of 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 Recommendation – Recreational Facilities on Hilton Head Island

Consideration of a Recommendation from the Public Facilities Committee recommending that the Town Council pursue an agreement with Beaufort County to takeover full responsibility for all publicly owned parks within the Town.

d. Consideration of a Recommendation – Joint Funding Request, County Engineering Services

Consideration of a Recommendation that the Town Council assist in the funding of engineering services to prepare an application to the State Infrastructure Bank (SIB) relating to the Gateway Corridor Project.

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

14. Adjournment

TOWN OF HILTON HEAD ISLAND
Student Recognition Award

presented to

Kelsey Wallace

Hilton Head Island High School, 12th Grade

Beaufort County School District
Character Education Student of the Month
December, 2017 - Compassion

"True compassion means not only feeling another's pain but also being moved to help relieve it."
Daniel Goleman

*Presented this **17th** day of **April, 2018***

David G. Bennett, Mayor
Town of Hilton Head Island

TOWN OF HILTON HEAD ISLAND
Student Recognition Award

presented to

Maria DeJesus Salmeron Santos

Hilton Head Island High School, 11th Grade

Beaufort County School District
Character Education Student of the Month
January, 2018 - Perseverance

"Perseverance is not a long race; it is many short races one after the other."
Walter Elliot

*Presented this **17th** day of **April, 2018***

David G. Bennett, Mayor
Town of Hilton Head Island

TOWN OF HILTON HEAD ISLAND
Student Recognition Award

presented to

Agnes Gross

Hilton Head Island Elementary School, 5th Grade

Beaufort County School District
Character Education Student of the Month
February, 2018 - Integrity

"If you tell the truth you don't have to remember anything."

Mark Twain

*Presented this **17th** day of **April, 2018***

David G. Bennett, Mayor
Town of Hilton Head Island

Honored Islander Award

presented to

Doris Eschenbach

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 17th day of April, 2018

Mayor David Bennett

Honored Islander Award

presented to

Benjamin Green

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 17th day of April, 2018

Mayor David Bennett

Honored Islander Award

presented to

Annie Mae Miller

In recognition and appreciation for outstanding volunteer service and personal commitment towards the betterment of our community.

Presented this 17th day of April, 2018

Mayor David Bennett

Proclamation

BY

THE TOWN OF HILTON HEAD ISLAND

WHEREAS, *emergencies can occur at any time that require police, fire, or emergency medical services; and*

WHEREAS, *Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and*

WHEREAS, *the Telecommunicators in the 9-1-1 Communications Center on Hilton Head Island serve the citizens of Hilton Head Island by answering their telephone calls for Police, Fire, Rescue and Emergency Medical Services by dispatching the appropriate assistance as quickly as possible and offering comfort and aid to those in need until help arrives; and*

WHEREAS, *the Association of Public-Safety Communications Officials International, an organization of more than 20,000 people engaged in the design, installation and operation of emergency response communications systems, has set aside a week in April to recognize Telecommunicators and their crucial role in the protection of life and property; and*

WHEREAS, *the President and Congress have designated the second full week in April as National Public Safety Telecommunicators Week.*

NOW THEREFORE, *I, David Bennett, Mayor of the Town of Hilton Head Island, hereby proclaim that the week of* ***April 8th through April 14th, 2018*** *shall be known as:*

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in the Town of Hilton Head Island and encourage all citizens to participate in an appropriate manner to recognize and express their appreciation for the vital contributions made daily by the Town of Hilton Head Island's Communications Dispatchers.

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this* ***3rd day of April, in the year of our Lord, two thousand and eighteen.***

_____

David Bennett, Mayor

Attest:

_____

Krista M. Wiedmeyer, Town Clerk

Proclamation

BY
THE TOWN OF HILTON HEAD ISLAND

WHEREAS, *the global community now faces extraordinary challenges such as environmental and climate change, food and water shortages, and global health issues; and*

WHEREAS, *all people regardless of race, gender, income, or geography have a moral right to a healthy, sustainable environment; and*

WHEREAS, *it is understood that the citizens of the global community must step forward and take action to create positive environmental change to combat these global challenges; and*

WHEREAS, *a sustainable environment can be achieved on the individual level through educational efforts, public policy, and consumer behavior changes; and*

WHEREAS, *it is necessary to broaden and diversify the environmental movement to achieve maximum success;*

NOW, THEREFORE, *I, David Bennett, Mayor of the Town of Hilton Head Island, hereby proclaim the* ***22nd*** *day of* ***April, 2018*** *as:*

EARTH DAY

in the Town of Hilton Head Island and urge all citizens to celebrate Earth Day by supporting environmental initiatives within the Town of Hilton Head Island and encouraging others to undertake similar actions.

IN TESTIMONY WHEREOF, *I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this* ***17th day of April, in the year of our Lord, two thousand and eighteen.***

_____
David Bennett, Mayor

Attest:

_____
Krista M. Wiedmeyer, Town Clerk

THE TOWN OF HILTON HEAD ISLAND
REGULAR TOWN COUNCIL MEETING

Date: Tuesday, April 3, 2018 **Time: 4:00 P.M.**

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

Present from Town Staff: Steve Riley, *Town Manager*, Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects & Facilities/Chief Engineer;* Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director;* Brian Hulbert, *Staff Attorney;* Shawn Colin; *Deputy Director of Community Development;* Melissa Cope, *System Analyst;* Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Alex Kincaid, *Island Packet*

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1. Call to Order

Mayor Bennett called the meeting to order at 4:02 p.m.

2. 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.

3. Executive Session

Mr. Riley stated he needed an Executive Session for: (a) Land Acquisition; discussion of negotiations incident to proposed sale, lease or purchase of property land near the (i) Mathews Drive area.

At 4:04 p.m. Mrs. Likins moved to go into Executive Session for matters mentioned by the Town Manager. Mr. Harkins seconded, the motion was approved by a vote of 6-0, Mr. Grant was absent from the dais for this vote.

Council returned to the dais at 5:00 p.m.

4. Pledge to the Flag

5. Invocation

6. Proclamations & Commendations

a. USCG Auxiliary National Safe Boating Week

Mayor Bennett presented the proclamation to members of the U.S. Coast Guard Auxiliary Flotilla 070-10-11.

b. Boys & Girls Club Week

Mayor Bennett present the proclamation to Coach Daniel Godsun and Russ Whiteford, as well as some of the children from the Club too.

7. Approval of Minutes

a. Town Council Meeting, March 20, 2018

Mrs. Likins moved to approve the Town Council meeting minutes from March 20, 2018. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

8. Report of Town Manager

a. USCB - Quarterly Update – Dr. Charlie Calvert

Dr. Calvert, Dean USCB Hilton Head Island campus, gave a brief update to the members of Town Council. He said that work continues as scheduled, with a completion date in September and ribbon cutting in October. Dr. Calvert confirmed that the budget numbers are also still on track.

b. Items of Interest

i. Town News
ii. Noteworthy Events

Mr. Riley reported on upcoming meetings and noteworthy events taking place in the coming weeks. He also spoke of some items of interest happening within Fire Rescue as well.

DRAFT

9. Reports from Members of Council

a. General Reports from Council

Mr. Lennox reported that he recently attended the Southern Lowcountry Regional Board meeting where the discussion was about the Committees recommendation of a regional stormwater design utility. He said that Town staff had expressed concerns to Mr. Riley about the time demands and potential costs associated with this topic, which is not currently on Town Council's priority list. Mr. Lennox went on to say that Mr. Riley expressed these same concerns at the recent SoLoCo Board meeting, and reported that while not opposed to the effort, the Town was not in a position at this time to participate. Mr. Lennox said that he was asked by the members of the SoLoCo Board to bring this matter to the next Town Council meeting, and ask that this be made a priority. He said after speaking with Mr. Riley more about this matter, he felt Mr. Riley might be right. Mr. Lennox said that the technical staff of the SoLoCo Board has issued a proposed mission statement and recommendations to develop a regional stormwater technical standard and model ordinance. Mr. Lennox said a copy of this document will be placed in Council's mailboxes for review, consideration, and further discussion.

Mrs. Likins reported that since the opening of the new Shelter Cove Apartments, she has heard from many of her new constituents about the pond that is beside the apartments and the park. She said through the construction phase, debris and trash has blown into the pond, as well as dead trees from the storms. She also mentioned this is the same pond that was a topic of discussion with the Audubon Society regarding the protected birds. Mrs. Likins said that the residents would like that area to be a beautiful area to look over and are concerned about some of the trash that is collecting there. She said that she realizes that it is a delicate situation, and that we do not want to disturb the bird habitat there, but there has been discussions about having an observation platform installed. She went on to ask, could we ask staff to reach back out to the developer about this platform, and see what the plans are moving forward. Mr. Riley said that staff met with the developer recently about this very same topic. He said they are going to begin doing some work without doing damage and the platform is on track.

Mr. Harkins said that he thought the County had retained a consultant to do an assessment of the stormwater system, and that report should have been completed a couple months ago. He asked if there would be a way to obtain the report. Mr. Riley said he would look into getting a copy from the County.

Mayor Bennett reported that he and Mr. Riley continue to work with the County with regards to the Gateway Project, stating that at their recent meeting, the County approved a new contract with a consulting firm. He said that the County agreed to the Town being a party to the contract. He anticipates the Town receiving notice from the County requesting the Town's participation in the cost associated with the contract, which was approximately $90,000. Mayor Bennett said the County also approved up to $575,000 in additional funding for the Mitchelville Preservation Project upon completion of the master planning and business planning effort. He said that the funds would be in the form of a match, on a one-to-one basis. Mr. Harkins asked if Town Council would need to vote as a whole to participate in the study for the Gateway Project. Mr. Riley confirmed; the Gateway study would need to be an agenda item.

b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman

Mr. Harkins stated that he did not have a report this week.

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

Mrs. Likins reported that the Venue Committee met on March 30, 2018 to discuss the recommendations they received from the consultant regarding a community arts venue. They will be meeting one more time, then bringing their recommendations forward to Town Council. She said that the Committee feels very strongly that they need Council to finish Phase II of the study beyond the point of what they have been granted, which was just the community arts venue. Mrs. Likins said that the Committee feels that it is very difficult to make a final recommendation without having all of the information collectively together. She said that at the Council's retreat they had agreed that the Committee would have the opportunity to finish Phase II, and that it would be in the budget for them to do so. Mrs. Likins said that she hoped that Council would move forward with their request when it comes before Council. Mrs. Likins said that the Community Services Committee met on April 2, 2018. She said that the Committee began to review applications for the open seats within the boards and commissions. She encouraged the public at large to consider sending in applications.

Reports from Members of Council (cont.)

d. Report of the Public Planning Committee – David Ames, Chairman

Mr. Ames reported that the Committee met on March 22, 2018. He said that the RFP is out again and is due back to the Town on April 17, 2018. Mr. Ames said that they are hoping for a response that allows forward motion on the strategic plan. He said that staff is updating GIS maps to depict underperforming or vacant commercial building for potential conversion to affordable housing. Mr. Ames said that staff is also working on the actual conversion rate of commercial square footage to residential densities in hopes of transitioning into housing in those difficult areas. He said staff is working with the Chamber's housing coalition on the permitting process for affordable housing. Mr. Ames said that the Committee recommends and advocates for the passage of the State Inclusionary Tax Bill.

e. Report of the Public Facilities Committee – Marc Grant, Chairman

Mr. Grant reported that the Committee met March 26, 2018, where they discussed the dirt roads and park expenses. He said Mr. Liggett provided a report to the Committee about the low return and responses for the possibility of property owners donating their land rights for paving the road. Mr. Grant said that they discussed some of the possibilities to why there was a low response. He said in accordance with the policy, the Committee decided to move on to the next four roads, Murray Ave, Mitchelville Lane, Alice Perry Drive, and Pinefield Road. Mr. Grant said after the conclusion of contacting the property owners on these four roads, the Committee will begin to review the Town's policy and see what changes can be made to do better. Mr. Grant said the Committee discussed the cost analysis to maintain the County parks. He said they discussed maintenance, janitorial, business contracting to maintain the parks at higher standards. He said the total costs of this analysis came to $904,200. Mr. Grant said that the Committee voted to move this topic to Town staff so they could begin the negotiations with the County to talk about how to improve the possibilities of maintaining the parks and how they can maintain them better.

f. Report of the Finance & Administrative Committee – John McCann, Chairman

Mr. McCann reported that the Committee met earlier in the day where they discussed the Town's reserves. He stated that a recommendation would be forthcoming.

10. Appearance by Citizens

Julia Herrin, Miss Columbia Teen 2018, addressed the members of Council requesting financial support from the Town in partnership with the Miss America Scholarship organization. Mayor Bennett asked Mr. Riley if it would be possible to have Jenn McEwen connect with Ms. Herrin, and begin to find support for this cause.

Skip Hoagland, addressed Town Council regarding his matters with the Town, ATAX, and the Chamber.

11. Unfinished Business

a. Second Reading of Proposed Ordinance 2018-01

Second Reading of Proposed Ordinance 2018-01 to amend Title 16, "The Land Management Ordinance" of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to those certain parcels identified as Parcel 375 on Beaufort County Tax Map #4 [Property 5] and Parcel 221 on the Beaufort County Tax Map #8 [Property 6] to rezone the parcels from LC (Light Commercial) Zoning District to the IL (Light Industrial) Zoning District and providing for severability and effective date.

Mrs. Likins moved to approve. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

b. Second Reading of Proposed Ordinance 2018-02

Second Reading of Proposed Ordinance 2018-02 to amend Title 16, "The Land Management Ordinance" of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map with respect to that certain parcel identified as Parcel 344 on Beaufort County Tax Map #4 to rezone the parcel from the LC (Light Commercial) Zoning District to the PD-1 (Planned Development Mixed-Use) Zoning District, specifically part of the Palmetto Hall Master Plan, changing the allowable uses to airfield maintenance office and storage, taxiway, community services, government uses, contractor's office, other office uses, landscape businesses, auto rentals, taxicab services, warehouse and self-service storage; limiting the height to a maximum of 45' over Base Flood Evaluation (BFE); limiting the density to 10,000 GFA (Gross Floor Area) per net acre and providing for severability and effective date.

Mrs. Likins moved to approve. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

Unfinished Business (cont.)

c. Second Reading of Proposed Ordinance 2018-03

Second Reading of Proposed Ordinance 2018-03 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a lease with the Island Recreation Association, Inc. for property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-7-20, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for severability and an effective date.

Mrs. Likins moved to approve. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

12. New Business

a. Consideration of a Resolution - Annual Fair Housing Month

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina proclaiming April 2018 as Fair Housing Month.

Mrs. Likins moved to approve. Mr. Harkins seconded, the motion was approved by a vote of 7-0.

b. Consideration of a Resolution – Authorizing the Execution of a Gift Agreement for the Acquisition of Public Art

Consideration of a Resolution of the Town Council 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 "CYCLE" sculpture.

Mrs. Likins moved to approve. Mr. Harkins seconded. Mr. Whiteford made some brief statements to the members of Council, who then unanimously approved the motion by a vote of 7-0.

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

14. Adjournment

Mayor Bennett adjourned the meeting at 5:46 p.m.

_____
Krista M. Wiedmeyer,
Executive Assistant/Town Clerk

Approved: 04/17/2018

_____
David Bennett, Mayor

DRAFT

Hilton Head Island – Our Future will create an inclusive vision and roadmap to the future.

Our mission is to protect and enhance our quality of life, respect and reflect our important history, and proactively explore and shape the future fabric of the community.

Town Council Monthly Update

April 5, 2018

Prepared by Town Staff

This Month

- The *Our Future* Community Engagement Report and Vision Report are available online, and stakeholders are being encouraged to participate in a survey to provide their feedback after reviewing the reports.
- The Vision Project Management Team (VPMT) will meet on Monday, April 9, 2018 at 2:00pm.
- Staff will continue to leverage outreach tools, including advertisements in the newspaper, the email newsletter and social media, to publicize the Community Engagement Report and Vision Report.

Administrative Update

- The projected timeline is on track.
- The project budget is on track as budgeted.

ITEMS OF INTEREST
April 17, 2018

TOWN OF HILTON HEAD ISLAND MEETINGS

- Planning Commission – April 18, 2018 – 3:00 p.m.
- Public Facilities Committee – April 23, 2018 – 9:00 a.m.
- Culture & Arts Advisory Committee – April 25, 2018 – 9:30 a.m.
- Public Planning Committee – April 26, 2018 – 3:00 p.m.
- Finance & Advisory Committee – May 1, 2018 – 2:00 p.m.
- Town Council, Executive Session – May 1, 2018 – 4:00 p.m.
- Town Council, Regular Session – May 1, 2018 – 5:00 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.

HILTON HEAD ISLAND EVENTS

Thursday Evenings 6:00 – 9:00 p.m.	Music & Taste on the Harbour	Shelter Cove Harbour
Thursday, April 26, 2018 5:00 – 8:00 p.m.	Car Shows	Shelter Cove Community Park
Saturday, April 28, 2018 8:30 a.m. – 12:30 p.m.	2018 Palmetto Heart Walk	Shelter Cove Community Park
Saturday, April 28, 2018 Sunday, April 29, 2018	The Art Market	Coligny Beach

MEMORANDUM

TO: Stephen G. Riley, ICMA~CM, *Town Manager*

FROM: Brad Tadlock, *Fire Chief*

DATE: April 11, 2018

SUBJECT: **Hilton Head Island Fire Rescue – Items of Interest**

❖ **Reserve Ladder Truck:**

As the longest serving truck Fire Rescue had in the fleet, the original Truck 6 has been sold. The ladder truck was sold to H. Cuerpo de Bomberos Voluntarios de Querétaro, a volunteer fire department in Querétaro, Mexico.

The truck will be put to good use, the City of Querétaro has 804,000 citizens and the surrounding metropolitan area brings the total citizens served to 1.2 million!

The Deputy Chief and Training Captain picked up the truck and drove it all the way home. They will send us pictures once the truck has been placed back in service.

❖ **Behavioral Health Study:**

The week of April 2nd, researchers from the Center for Fire, Rescue & EMS Health Research were at Fire Rescue for the third and final data collection as part of a FEMA funded behavioral health study.

Fire Rescue was selected as one of 8 departments nationally to help evaluate the Stress First Aid intervention training program, developed by the National Fallen Firefighters Foundation. Two years ago firefighters were solicited for a baseline assessment, after one year they took a second assessment. Then they participated in the Stress First Aid training program.

The findings from the data collected, will help shape both the future of the Stress First Aid intervention and the understanding the fire service has about the impact of repeated exposure to trauma.

http://www.ndri.org/cfrehr.html
https://www.facebook.com/CenterforFireRescueandEMSHealthResearch/

TOWN OF HILTON HEAD ISLAND
FIRE & RESCUE

Date: 3/29/2018
Contact:
Joheida Fister, PIO/Fire Marshal
843-247-3741
joheidaf@hiltonheadislandsc.gov

Hilton Head Island Fire Rescue is updating its 5 year Strategic Plan and needs your assistance! Community input is essential to this process and provides valuable feedback and direction to Fire Rescue.

Community input is needed to assist Fire Rescue to:

- Identify community expectations of the department
- Provide input on current services offered to the community
- Forecast emerging needs or services the department should consider providing
- Evaluate the present service delivery model
- Integrate community feedback into the department's mission, vision, and values

If you would like to participate, please RSVP for one of the dates below using ***Eventbrite***

April 30, 2018 from 6:00 to 8:00 p.m. at Town Hall (1 Town Center Ct, Hilton Head Island)

https://www.eventbrite.com/e/hilton-head-island-fire-rescue-strategic-plan-community-input-evening-session-tickets-44364698006

May 1, 2018 from 10:00 a.m. to 12:00 P.m. at Fire Rescue Headquarters (40 Summit Drive, Hilton Head Island)

https://www.eventbrite.com/e/hilton-head-island-fire-rescue-strategic-plan-community-input-morning-session-tickets-44594662837

Refreshments will be provided.

This is a wonderful opportunity to assist Fire Rescue in shaping the future direction and improving its customer service.

MEMORANDUM

TO: Town Council

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

VIA: John M. Troyer, CPA, Director of Finance

DATE: April 5, 2018

RE: Resolution to award the contract to Greene Finney, LLP for financial services for the fiscal years ending June 30, 2018 through 2021

Recommendation:
Town Council approves Resolution which authorizes the Town Manager to enter into a contract for financial audit services for the fiscal years ending June 30, 2018 through 2021.

Summary: Staff recommends that Council approve this resolution described in the background section below. The contract for financial audit services was competitively placed through RFP 2017-0032 with Greene Finney, LLP being the most advantageous to the Town.

Background: The annual financial audit is required each year by state law and our Municipal Code. The contract is for four years.

The contract also provides for a single federal audit for fiscal years 2018 and 2019 which are required with the amount of federal reimbursements from Hurricane Matthew and Hurricane Harvey.

The proposal was the second lowest cost proposal. The first lowest cost proposal was deemed by the selection committee to not adequately provide for the hours required to perform this audit.

The proposal was rated the highest overall by the selection committee unanimously.

The proposal includes an option to designate Greene Finney, LLP as the auditors for FY 2022 if the Town Council so chooses in the future.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AWARD THE CONTRACT TO GREENE FINNEY, LLP. FOR FINANCIAL AUDIT SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2018 THROUGH 2021

WHEREAS, the Town of Hilton Head island is required by Municipal Code Title 4, Finance and Taxation, Section 4-1-30; ordinance number 83-5, 9-26-83 to have an independent annual audit of all financial records and transactions; and

WHEREAS, in accordance with South Carolina Code of Laws Section 5-7-240, Town Council shall provide for an independent audit of all financial records and transactions of the municipality. The Town may designate the auditors annually or for a period not exceeding four years. Town Council now desires to enter into a contract with Greene Finney, LLP for a period of four years - retaining its option to cancel the contract at any time; and

WHEREAS, the Town has requested financial audit services through its RFP 2017-0032; and

WHEREAS, the Town has received proposals for financial audit services from seven firms; and

WHEREAS, the Town has been through an evaluation process of those firms; and

WHEREAS, the Town has rated the proposals on audit experience, audit approach, fees and presentation; and

WHEREAS, the Town is recommending a contract for four years; and

WHEREAS, due to the Hurricane Matthew and Hurricane Irma responses, the Town expects to need a single audit for federal awards for fiscal 2018 and fiscal 2019; and

WHEREAS, the schedule of costs for the Town is as set out below; and

	Audit Fees	
Year	Financial Audit	Single Federal Audit
2018	$ 26,900.00	$ 3,000.00
2019	27,500.00	3,000.00
2020	28,100.00	negotiated if needed
2021	28,700.00	negotiated if needed

NOW, THEREFORE BE IT AND HEREBY IS, RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA THAT; the Town Manager is authorized to enter into the contract with Greene Finney, LLP for financial audit services for the fiscal years 2018 through 2021.

Section 7. **Severability**. If any sections, 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 attest the validity of the remaining portions thereof. All previous ordinances or portions of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. **Effective Date**. This Resolution shall be effective upon adoption 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 ON THIS 17th DAY OF April, 2018.

_____

David Bennett, Mayor

_____

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

_____

Gregory M. Alford, Town Attorney

Introduced by Council Member:_____

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

THIS AGREEMENT is made this _____, 2018 between Greene Finney, LLP (hereinafter called “Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement for financial audit services;

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

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

1. The Contractor shall perform all financial audit services for the Town as outlined in Exhibit A.

2. The total cost of this contract for audit services shall not exceed One Hundred Forty Thousand and Five Hundred Dollars ($ 111,200.00) as follows:

Year Ended June 30, 2018	$ 26,900.00
Year Ended June 30, 2019	27,500.00
Year Ended June 30, 2020	28,100.00
Year Ended June 30, 2021	28,700.00
	$ 111,200.00

Included in this proposal is an optional fifth year at a rate of $29,300 if the Town Council were to designate Greene Finney, LLP as the auditors for FY 2022.

3. The total cost of this contract for single audit for federal funds services shall not exceed Six Thousand Dollars ($ 6,000.00) as follows:

Year Ended June 30, 2018	$ 3,000.00
Year Ended June 30, 2019	3,000.00
Year Ended June 30, 2020	to be negotiated if needed
Year Ended June 30, 2021	to be negotiated if needed
	$ 6,000.00

4. The Contractor shall bill the Town on at least quarterly basis for services rendered. The invoices should be sent to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, South Carolina 29928 Attention: Accounts Payable. The invoice will be paid within thirty (30) days upon receipt of invoice.

5. Additional audit or financial services as needed at $110/hr.

6. The term of this Agreement shall be from date of execution to December 31, 2021.

7. The term may be extended by action of Town Council.

8. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.

9. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

10. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

11. This Agreement may not be modified unless such modification is in writing and signed by both parties.

12. The Contractor may not assign this contract without the prior written approval of the Town.

13. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

14. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the

methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

15. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

11.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

1. possess a valid South Carolina driver's license or identification card; or

2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

11.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

11.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

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

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

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

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

WITNESSES:	**Greene Finney, L.L.P.**
_____	**By:** _____
_____	**Its:**_____
WITNESSES:	**TOWN OF HILTON HEAD ISLAND**
_____	**By:**_____
	Gregory D. DeLoach, Esq.,
_____	**Its: Assistant Town Manager**

TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Charles Cousins, *AICP, Director of Community Development*
VIA: Shawn Colin, *AICP, Deputy Director of Community Development*
FROM: Teri Lewis, *AICP, LMO Official*
DATE: April 4, 2018
SUBJECT: Proposed Ordinance 2018-04 Lease of Summit Drive Tract to ArborNature

Recommendation: Staff recommends Town Council approve Proposed Ordinance 2018-04 authorizing the execution of a lease of a portion of Town property, specifically the Summit Drive Tract, for the purpose of relocating the ArborNature grinding and logging operations from 76 Leg O'Mutton Road to a portion of the subject property.

Summary: The Town and ArborNature have worked together to find an appropriate site to relocate the grinding and logging operations associated with ArborNature's current site at 76 Leg O'Mutton Road per the June 14, 2017 Settlement Agreement. A 4-acre portion of the Town-owned Summit Drive Tract (R510-009-0000-1034) will be leased to ArborNature for a period of one year for one dollar. Major elements of the Lease are as follows:

- ArborNature has the option to purchase the property for $300,000. The option shall be exercised by written notice sixty days prior to the expiration of the lease period.
- ArborNature will not be required to meet minimum tree requirements/regulations on the site as long as the property is used for grinding.
- The grinding shall only take place between the hours of 8 a.m. to 6 p.m. Monday through Friday.
- ArborNature shall not sublet the property.

Background: After numerous complaints from nearby residents and business owners, the Town investigated ArborNature's operations at 76 Leg O'Mutton Road. As a result of that investigation, staff determined that ArborNature was out of compliance with the allowable uses for the subject property. ArborNature appealed staff's determination to the Town's Board of Zoning Appeals (BZA) and the BZA upheld staff's determination. ArborNature subsequently filed a lawsuit against the Town. As part of the pre-litigation mediation, a Settlement Agreement between the Town and ArborNature was reached. Major elements of the Agreement are as follows:

- The Town will lease a 4-acre portion of the Town-owned Summit Drive Tract to ArborNature for a period of one year for one dollar. The configuration of the 4-acre portion of the Summit Drive Tract will minimize wetlands and specimen trees.
- ArborNature has the option to purchase the property for $300,000.
- The Town will provide a topographic and wetlands delineation survey as soon as the lease is signed.

- ArborNature will not be required to meet minimum tree requirements/regulations on the site as long as the property is used for grinding.
- The grinding shall only take place between the hours of 8 a.m. to 6 p.m. Monday through Friday.
- ArborNature shall apply for development plan review approval within 30 days of Town Council's approval of the lease.
- The Town shall rezone the existing 6.7 acre ArborNature site at 76 Leg O'Mutton Road to allow the uses of Wholesale Landscape Nursery and Landscape Contractor's Office with Outside Storage or residential development at 8 units per acre.

Please contact me at (843) 341-4698 or at teril@hiltonheadislandsc.gov if you have any questions.

PROPOSED ORDINANCE NUMBER 2018-04 ORDINANCE NUMBER 2018-___

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH ARBORNATURE FOR PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY 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); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island (hereinafter "Town") owns a parcel of real property known as R510-009-0000-1034-and located at Summit Drive, Hilton Head Island, South Carolina (hereinafter, the "Property"); and,

WHEREAS, ArborNature desires to lease an approximately 4 acre portion of the Property for purposes of relocating its business operations in accordance with a Court Settlement in Civil Action Number 2017- CP-07-0374; and,

WHEREAS, 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 enter into a Lease Agreement with ArborNature for the above purposes pursuant to the terms and conditions set forth in that certain Lease, a copy of which is attached hereto as Exhibit "A"; 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 TOWN 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"; 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 Lease and 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 _____, 2018.

_____
David Bennett, Mayor

ATTEST:

_____
Krista Weidmeyer, Town Clerk

First Reading: _____

Second Reading:_____

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

Introduced by Council Member:_____

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

THIS LEASE AGREEMEMT (this "Lease") is made and entered into on _____ _____ 2018 by and between the **Town of Hilton Head Island, South Carolina**, a political subdivision of the State of South Carolina (the "Landlord"), and **ArborNature, LLC**, a South Carolina limited liability company (the "Tenant").

In reliance upon and in consideration of the representations, warranties, covenants, and conditions on the part of the Landlord and the Tenant contained herein, the payment by the Tenant of the rents reserved by the Landlord, and as provided for in that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, the Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the premises described herein upon the following terms and conditions:

ARTICLE 1
FUNDAMENTAL LEASE PROVISIONS

A. Specifics.

The Landlord:	Town of Hilton Head Island, South Carolina
The Tenant:	ArborNature, LLC
Description of the Premises:	4.0 Acres, being a portion of Parcel 1034, Summit Drive, Hilton Head Island, SC, more particularly described in Exhibit A attached hereto
Use of the Premises:	Any and all uses permitted by the Land Management Ordinance of the Town of Hilton Head Island as of 14 June 2017
The Term of this Lease:	One (1) Year
The Commencement Date of this Lease:	The Commencement Date, as defined in Article 2
The Expiration Date of this Lease:	One year after the Commencement Date
Option To Purchase:	Yes, as set forth in Article 9
Annual Rent:	One and No/100 ($1.00) Dollar

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The Tenant's Address for Notice:	ArborNature, LLC Mr. Adam Congrove PO Box 22268 Hilton Head Island, SC 29925-2268
The Landlord's Address for Notice:	Town of Hilton Head Island Mr. Stephen G. Riley One Town Center Court Hilton Head Island, SC 29928

If there is any conflict between the foregoing summary and the following provisions of the Lease, the latter shall control.

B. Description and Location of the Premises. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby rents, hires and takes of and from the Landlord, for the term, and upon the provisions, covenants, and conditions, set forth herein, that certain real property located in the Town of Hilton Head Island and more particularly described in Exhibit A attached to this Lease (the "Premises").

ARTICLE 2
TERM

The term of this Lease shall be for a period of one year, commencing on the date of adoption of an ordinance by the Town Council of the Town of Hilton Head Island, South Carolina (the "Town") approving this Lease (the "Commencement Date").

ARTICLE 3
RENT

The Landlord hereby reserves and the Tenant shall pay to the Landlord as rent for the Premises during the term of this Lease the Annual Rent, on the Commencement Date.

ARTICLE 4
POSSESSION OF THE PREMISES

Except as may otherwise be provided herein, by entering into and using the Premises, the Tenant shall be deemed to have accepted the Premises and to have acknowledged that the same are then in the condition called for by this Lease.

ARTICLE 5
USE OF PREMISES

A. Compliance. The Tenant shall at all times during the term of this Lease, at its sole cost and expense:

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1. Comply with all applicable governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Premises or the Tenant's use thereof; *provided, however,* that the Tenant shall not be required to comply with or adhere to any minimum tree coverage regulation contained in any ordinance of the Town, and the Premises is exempt from any tree requirements or regulations of the Town's Land Management Ordinance.

2. Refrain from tree grinding operations on the Premises, except between the hours of 8:00 AM and 6:00 PM on Monday through Friday, or as provided for in whatever laws may be adopted in the future by the Town Council of the Town.

B. The Tenant's Business. The Premises are leased to the Tenant for the purpose of conducting the business specified in Article 1, Section A hereof. The Tenant shall not use the Premises or any portion thereof for any other purpose or purposes whatsoever except with the Landlord's prior written consent therefor first had and obtained.

ARTICLE 6
THE LANDLORD'S LIABILITY

The Landlord shall not be liable for any damage to the Tenant's leasehold improvements, fixtures, or merchandise resulting from fire or other hazards, regardless of the cause thereof, and the Tenant hereby releases the Landlord from all liability for such damage.

ARTICLE 7
TAXES

A. Personal Property Taxes. The Tenant shall be liable for and shall pay before delinquency all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Tenant's property and any other personal property of whatsoever kind and to whomsoever belonging, situated or installed in and upon the Premises, whether or not affixed to the realty. If at any time during the term hereof any of said property, whether or not belonging to the Tenant, shall be taxed or assessed as part of the real property on which the Premises are situate, then such taxes or assessments shall, for the purpose of this Lease, be deemed to be personal property taxes or assessments and the provisions of this Article shall not be applicable thereto. For the purpose of determining the amount of such taxes or assessments, figures supplied by the Beaufort County Assessor's Office or other taxing authority as to the amount thereof shall be conclusive.

B. Real Property Taxes.

1. Payment of Tax. The Landlord shall be responsible for and shall pay before delinquency all real property taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against the Premises.

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2. Definition. The term "real property taxes" shall include all taxes, assessments and other governmental charges (excluding general income taxes, gift taxes, inheritance taxes, and estate taxes) imposed upon the Landlord in connection with the Premises. All assessments, taxes, fees, levies and charges imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal and other public services generally provided without charge to owners or occupants also shall be deemed included within the definition of "real property taxes" for purposes of this Lease. With respect to any assessment which may be paid in annual or other installments, only the amount due thereon during any Lease Year shall be included in the term "real property taxes" for such Lease Year.

ARTICLE 8
INSURANCE AND INDEMNITY

A. Indemnity. The Tenant covenants with the Landlord that the Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of the Tenant or any other person during the term of this Lease from any cause whatsoever, by reason of the use, occupancy, and enjoyment of the Premises by the Tenant or any person thereon or holding under the Tenant, and that the Tenant will indemnify and save harmless the Landlord from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, or any repairs or alterations which the Tenant may make upon such Premises, but the Tenant shall not be liable for damage or injury occasioned by the negligence of the Landlord and its designated agents, servants or employees unless covered by insurance the Tenant is required to provide. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

B. Subrogation. The Landlord and the Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by the Landlord or the Tenant, as the case may be, their respective property, the Premises, or its contents, arising from any risk generally covered by fire and extended coverage insurance, and the parties each, on behalf of their respective insurance companies insuring the property of either the Landlord or the Tenant against any such loss, waive any right of subrogation that it have against the Landlord or the Tenant, as the case may be, if such waiver is permitted by, or obtainable from, the respective insurance company.

C. The Tenant's Insurance. The Tenant covenants and agrees that from and after the Commencement Date, the Tenant will carry and maintain, at its sole cost and expense, commercial general liability and property damage insurance with combined single limits of One Million ($1,000.000.00) Dollars insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises.

D. Blanket Policy. Notwithstanding anything to the contrary contained within this Article 8, the Tenant's obligation to carry the insurance provided for herein may be

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brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the Tenant; *provided, however,* that the Landlord and others hereinabove mentioned shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded the Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. The Tenant agrees to permit the Landlord at reasonable times, and upon reasonable notice, to inspect the policies of insurance of the Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to the Landlord.

ARTICLE 9
OPTION TO PURCHASE

A. General. During the Term, the Tenant or its assignee shall have the exclusive option (the "Option"), subject to the conditions in this Article 9, to purchase the Premises for Three Hundred Thousand and No/100 ($300,000.00) Dollars. The Option shall be exercised by written notice to the Landlord no later than sixty (60) days prior to the expiration of the Term. The Landlord and the Tenant shall execute a recordable memorandum of this Lease and notice of the Option for filing in the Office of the Register of Deeds for Beaufort County, South Carolina.

B. Closing Procedure. Closing of the purchase of the Premises (the "Closing") shall take place on the later of the sixty (60) days after (i) the exercise of the Option by the Tenant, or (ii) the expiration of the Term, at the Law Office of Chester C. Williams, LLC, 17 Executive Park Road, Suite 2, Hilton Head Island, South Carolina 29928. The Tenant shall give the Landlord not less than five (5) days prior notice of the date and time of the Closing. At the Closing, the Landlord shall convey good and marketable fee simple title to the real property portion of the Premises to the Tenant by general warranty deed (the "Deed"), free and clear of all monetary liens and encumbrances and other matters unless agreed to by the Tenant. The parties shall also execute or deliver such other documents as are required by law or as are consistent with standard practice in commercial real estate closings on Hilton Head Island, South Carolina.

C. Closing Costs. At Closing, the Landlord shall pay for preparation of the Deed, preparation and recording of any mortgage or lien releases and other document required to be recorded in order to deliver title in accordance with this Article 9, and the deed recording fee established by Title 12 of the Code of Laws of South Carolina (1976), as amended, any applicable Town transfer tax, its attorney's fees, and any prorations that are the responsibility of the Landlord. The Tenant shall pay for all financing costs, if any, the title examination, title insurance costs, nominal recording fees established by Title 8 of the Code of Laws of South Carolina (1976), as amended, for the deed and any loan documentation, its attorney's fees, and any prorations that are the responsibility of the Tenant.

D. Prorations. At Closing, the Lease shall terminate. Any taxes and assessments that relate to periods both before and after Closing shall be prorated between the parties as of the date of Closing. Property taxes shall be prorated based on the current year's tax. If the property taxes for the current calendar year are not

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available, property taxes shall be prorated based on the prior calendar year's property taxes, plus ten (10%) percent. The proration of property taxes at Closing shall be final.

E. Title. The Tenant may conduct such examinations, including, without limitation, surveys and environmental studies of, and title to, the Premises as it desires prior to the exercise of the Option (except for such additional title examination as the Tenant may desire for title defects first occurring after the exercise of the Option and prior to Closing). If the Tenant's title examination discloses any title defects or unacceptable encumbrances on the Premises and the Tenant is unwilling to waive such defects, the Tenant shall give the Landlord written notice of such matters (the "Defect Notice") concurrently with its exercise of the Option. The Landlord shall have ten (10) days after receipt of the Defect Notice (or such longer period as may be approved by the Tenant in writing) within which to cure any title defects and remove any unacceptable encumbrances, or submit reasonable evidence to the Tenant's counsel that there is no defect.

ARTICLE 10
EMINENT DOMAIN

If during the Term all or any portion of the Premises is taken by any authority having the power of eminent domain, or is voluntarily conveyed by the Landlord to such authority in lieu of such taking, then the Tenant may elect to either (A) terminate this Lease on the date of possession by the condemning authority, or (B) exercise the Option.

ARTICLE 11
CASUALTY DAMAGE AND RESTORATION

If the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of more than twenty-five (25%) percent of the area of the Premises, the Tenant may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to the Landlord within thirty (30) days after the happening of the event causing the damage. If the casualty renders the Premises untenable, then the Landlord, in good faith, agrees to use its best efforts to provide alternate Premise of like or larger size and with the same permitted uses, to the Tenant until the date when the Premises are again made tenable.

ARTICLE 12
ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest in this Lease, or permit the use of the Premises by, or sublet the Premises or any part of the Premises to, any person or entity.

ARTICLE 13
RIGHT OF ACCESS

The Landlord, and its authorized agents and representatives, shall be entitled to enter the Premises at reasonable times, and upon reasonable notice, for the purpose of

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inspecting the Premises or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of the Landlord to do any work or repair, maintenance, reconstruction, or restoration which, under any provision of this Lease, is required to be done by the Tenant; and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to do the same.

ARTICLE 14
DEFAULT BY THE TENANT

A. Notice. If the Tenant defaults in the payment of the Annual Rent, or violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Landlord to the Tenant, then the Tenant shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Tenant, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Tenant, the Landlord shall be entitled to recover from the Tenant all damages suffered by the Landlord as the result of the Tenant's default.

B. Waiver of Default. The waiver by the Landlord of any default or breach of any obligation of the Tenant under this Lease shall not be a waiver of any subsequent breach by the Tenant.

ARTICLE 15
DEFAULT BY THE LANDLORD

A. Notice. If the Landlord violates any provision of this Lease, and such default continues for thirty (30) days after written notice thereof from the Tenant to the Landlord, then the Landlord shall be in default under this Lease; *provided, however*, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such default shall be deemed to be rectified or cured if the Landlord, within said thirty (30) day period, commences to rectify and cure the same and thereafter completes such rectification and cure with all due diligence, and in any event within ninety (90) days from the date of giving such notice. Upon any such default by the Landlord, the Tenant shall be entitled to pursue any remedy available at law or in equity, including, without limitation, specific performance.

B. Waiver of Default. The waiver by the Tenant of any default or breach of any obligation of the Landlord under this Lease shall not be a waiver of any subsequent breach by the Landlord.

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ARTICLE 16
LIENS

The Tenant shall at all times indemnify, save, and hold the Landlord free, clear, and harmless from any claims, liens, demands, charges, encumbrances, or litigation arising directly or indirectly out of any use, occupancy, or activity of the Tenant, its agents, employees, subtenants, and assignees, or out of any work performed, material furnished, or obligations incurred by the Tenant, its agents, employees, subtenants, and assignees, in, upon, about or otherwise in connection with the Premises, and shall, except as hereinafter permitted in this Article, pay or cause to be paid for all work performed and material furnished to the Premises, and will keep the Premises free and clear of all mechanic's liens and materialmen's liens.

ARTICLE 17
INDEMNIFICATION OF THE LANDLORD

The Tenant hereby covenants and agrees to indemnify, save, and hold the Landlord free, clear, and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, arising out of or by reason of, any violation of law, ordinance, or regulation by the Tenant, its agents, employees, servants, contractors, subtenants, licensees, concessionaires, customers or business invitees.

ARTICLE 18
FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, Acts of God, or other causes beyond such party's reasonable control (financial inability excepted); *provided, however*, that nothing contained in this Article shall excuse the Tenant from the prompt payment of any rental or other charge required of the Tenant hereunder except as may be expressly provided elsewhere in this Lease.

ARTICLE 19
QUIET POSSESSION

The Landlord agrees that the Tenant, upon paying the Annual Rent, may quietly have, hold, and enjoy the Premises during the term of this Lease, without hindrance or interruption by the Landlord.

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ARTICLE 20
NO PARTNERSHIP

Anything contained herein to the contrary notwithstanding, the Landlord does not in any way or for any purpose become a principal or partner of the Tenant in the conduct of its business or otherwise, or a joint venturer or member of a joint enterprise with the Tenant hereunder.

ARTICLE 21
REMEDIES CUMULATIVE

The various rights, options, elections and remedies of the Landlord and the Tenant, respectively, contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

ARTICLE 22
ATTORNEYS' FEES

If either party institutes any action or proceeding at law or in equity to enforce or to interpret any provision of this Lease 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.

ARTICLE 23
PARTIAL VALIDITY

If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Lease shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 24
RECORDATION

This Lease shall not be recorded, but the parties shall, at the option of either, execute and deliver a memorandum hereof, in recordable form, sufficient to give constructive notice of the leasehold estate and option to purchase created, and said memorandum may be recorded in the official records of Beaufort County, South Carolina.

ARTICLE 25
TIME OF THE ESSENCE

Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

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ARTICLE 26
CAPTIONS, PRONOUNS AND INTERPRETATION

A. Captions. The captions appearing at the commencement of the Articles, Sections, and Paragraphs of this Lease are descriptive only and intended for convenience in reference to this Lease, and if there is any conflict or inconsistency between any such caption and the text of any such Article, Section, or Paragraph at the head of which it appears, the text of the said Article, Section, or Paragraph, as the case may be, and not the caption, shall control and govern in the construction of the terms of this Lease.

B. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution or substitutions.

C. Interpretation.

1. Law: The laws of the State of South Carolina, including statutes of limitations, shall govern the validity, construction, and effect of this Lease, and shall apply in all respects to any disputes or controversies arising out of or pertaining thereto.

2. Covenants: Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

3. Language Construction: The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning and not for or against either party hereto.

ARTICLE 27
NO BROKER

Both parties warrant and represent to the other party that there are no brokers involved with this Lease, and that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease.

ARTICLE 28
SUCCESSORS AND ASSIGNS

The terms, provisions, covenants, and conditions contained in this Lease shall apply to, bind, and inure to the benefit of the respective successors and assigns of the parties.

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ARTICLE 29
ENTIRE AGREEMENT

This Lease, together with that certain Proposed Settlement Agreement of 14 June 2017 entered into by and among the Landlord, the Tenant, and the South Carolina Insurance Reserve Fund in connection with the settlement of those certain civil actions pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, designated as Civil Action No. 2017-CP-07-0374 and Civil Action No. 2017-CP-07-0517, constitute the entire agreement of the Landlord and the Tenant regarding the Premises. Except and otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by each of them.

ARTICLE 30
SERVICE OF NOTICES

A. Notices To Be In Writing. Any and all notices and demands by or from the Landlord to the Tenant, or by or from the Tenant to the Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be conclusively deemed made at forty-eight (48) hours after the deposit thereof in the United States mail addressed to whom such notice or demand is to be given as hereinafter set forth.

B. Notices to the Landlord. Any notice or demand to the Landlord shall be addressed to the Landlord at the address specified in Article 1, Section A.

C. Notices to the Tenant. Any notice or demand to the Tenant shall be addressed to the Tenant at the address specified in Article 1, Section A.

D. Change of Address. Either party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereof, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

[Signature pages follow]

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IN WITNESS WHEREOF, the Tenant has caused this instrument to be signed and sealed on _____ 2018.

WITNESSES:

ArborNature, LLC, a South Carolina limited liability company

_____

By: _____(SEAL)
Adam Congrove, Sole Member

_____

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

I, the undersigned Notary Public, do hereby certify that Adam Congrove personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal on _____ 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

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IN WITNESS WHEREOF, the Landlord has caused this instrument to be signed and sealed on _____ 2018.

WITNESSES:

Town of Hilton Head Island, South Carolina, a South Carolina municipality

_____

By: _____(SEAL)
Stephen G. Riley, Town Manager

_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public, do hereby certify that Stephen G. Riley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal on _____ 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

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EXHIBIT A

Description of the Premises

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, Beaufort County South Carolina, containing 4.00 acres, more or less, shown and designated as "Portion of Parcel 1034" on that certain plat of survey entitled "Boundary, Tree and Topographic Survey of: A Portion of Parcel 1034, Summit Drive, Hilton Head Island, Beaufort County, South Carolina" prepared by Sea Island Land Survey, Mark R. Renew, SCPLS 25437, dated 10 November 2017 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book _____ at Page _____.

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Proposed Settlement Agreement
Between
ArborNature, LLC & The Town of Hilton Head Island

WHEREAS, litigation currently exists between ArborNature, LLC and the Town of Hilton Head Island; and,

WHEREAS, both parties desire to compromise and settle all existing disputes between them; and,

WHEREAS, an agreement as follows was reached in mediation on June 14, 2017;

NOW THEREFORE, the parties hereto agree to compromise and settle all issues currently encompassed in those Beaufort County, South Carolina Circuit Court cases numbered 2017-CP-07-0374 and 2017-CP-07-0517 as follows:

1. The Town will convey to ArborNature, LLC four (4) acres of land located at the end of Summit Drive in a configuration to be agreed upon by the parties, that minimizes wetlands and specimen trees and allows ArborNature, LLC to use the land in its current zoning to the fullest reasonable extent.

2. Consideration for the sale will be Three Hundred Thousand and 00/100 Dollars ($300,000.00) in total. The Town will lease the four (4) acres to ArborNature, LLC for the first year for one dollar and 00/100 ($1.00) and the closing on the property will occur on or before one (1) year from the date the lease is signed.

3. As soon as the lease is signed, the Town will provide a topographic and wetlands delineation survey. The Town will waive any adherence to minimum tree coverage on the parcel to allow the full use of the four (4) acres, thereby exempting ArborNature from any tree requirements or regulations of the LMO on this parcel so long as the property is used for grinding. Provided, however, the parties agree that grinding shall only take place between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday or whatever laws may be adopted in the future by the Town Council. ArborNature shall apply for development plan approval within thirty (30) days of Town Council's approval of the settlement.

4. The Town shall amend the current zoning on the 6.7 acres owned by Adam Congrove at 76 Leg O'Mutton Road, to provide that grinding and logging activity shall not be allowed on the property, and the same shall keep the right to a Wholesale Landscape Nursery and Landscape Contractor's Office with outside storage. The rezoning shall provide that the property may alternatively be used for residential development at eight (8) units per acre.

5. The Insurance Reserve Fund will pay ArborNature Ten Thousand and 00/100 Dollars ($10,000.00). ArborNature agrees to execute a release in favor of the Town of Hilton Head Island and the South Carolina Insurance Reserve Fund as well as a stipulation of dismissal.

6. The parties will bear all of their own costs.

7. The current litigation will be dismissed with prejudice by consent upon the adoption by the Town Council of the Ordinance approving the Master Plan Amendment for the Leg O'Mutton Road Property.

8. The parties agree to work in good faith to implement their Settlement Agreement, and to not publicly criticize or abuse the other.

9. All parties understand the Agreement is subject to approval by the Town Council.

10. Current grinding at Leg O'Mutton will cease thirty (30) days after issuance of development plan approval on the Summit Road property.

ArborNature, LLC

[redacted]

Adam Congrove
Its' President

[redacted]

Thomas C. Taylor, Esquire

[redacted]

Chester Williams, Esquire

Town of Hilton Head Island

[redacted]

Stephen G. Riley
Town Manager

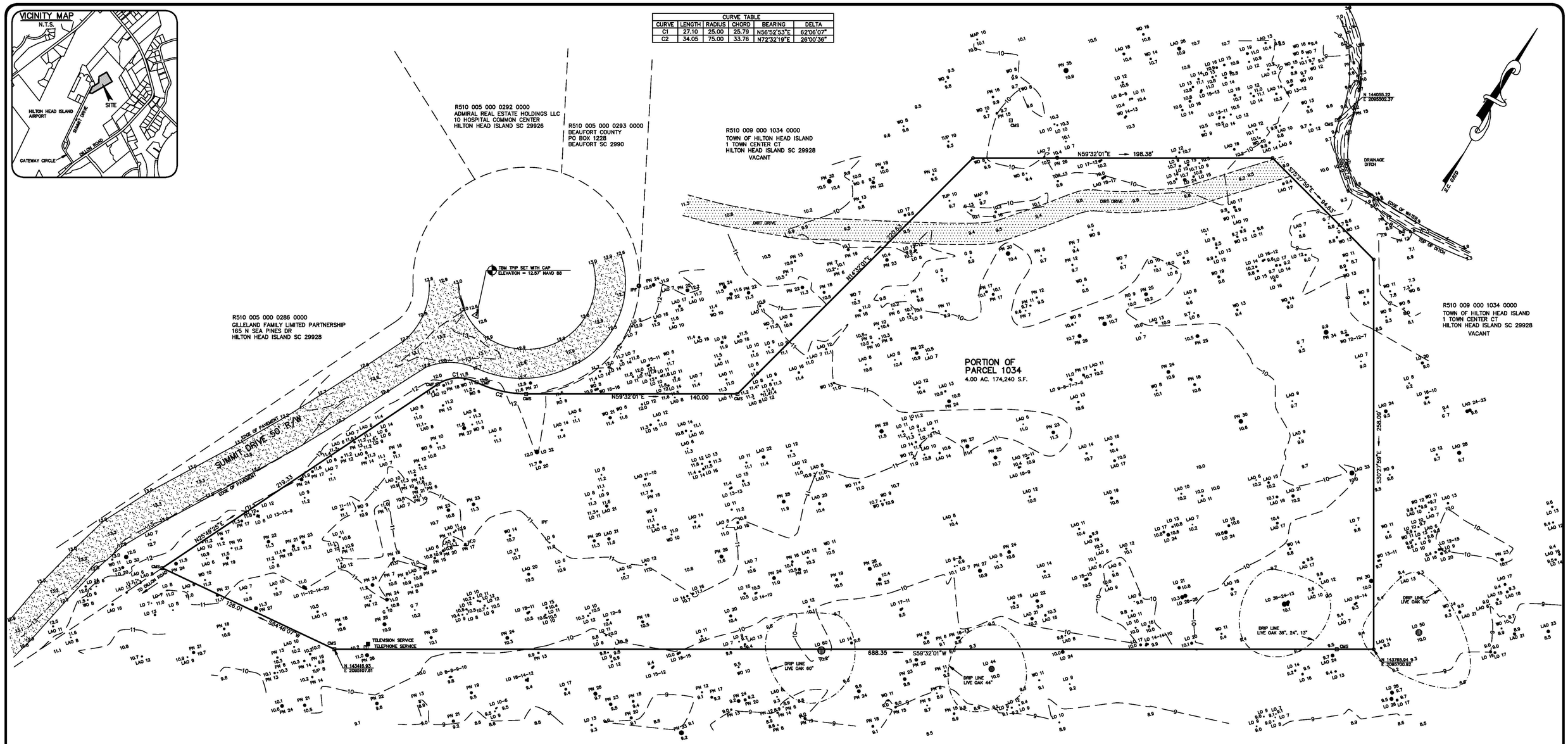
[redacted]

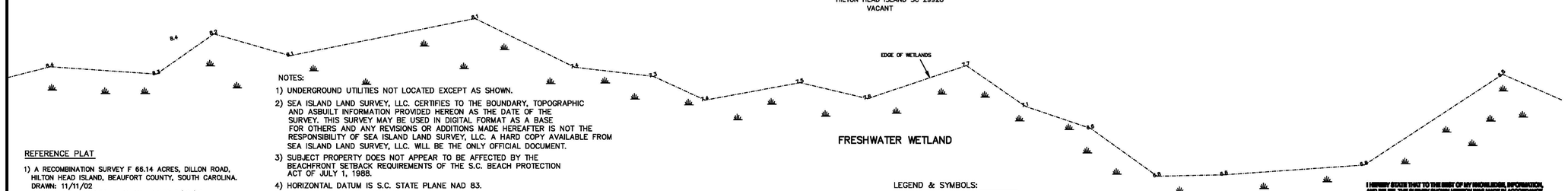
Gregory M. Alford, Esquire

[redacted]

Robert Achurch, Esquire

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	27.10	25.00	25.79	N56°52'53"E	62°06'07"
C2	34.05	75.00	33.76	N72°32'19"E	26°00'36"





REFERENCE PLAT

1) A RECOMBINATION SURVEY F 66.14 ACRES, DILLON ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA. DRAWN: 11/11/02 RECORDED IN BOOK 92, PAGE 18, DATED 3/10/03 ROD. BEAUFORT COUNTY, SC BY: DONALD R. COOK, JR S.C.R.L.S. # 19010

PROPERTY AREA = 4.00 AC. 174,242 S.F.
ADDRESS: SUMMIT DRIVE

DISTRICT: 510, MAP: 9, PARCEL: 1034

THIS PROPERTY LIES IN F.E.M.A. ZONE A7
BASE FLOOD ELEVATION = 14.0'
COMMUNITY NO. 450250, PANEL 0009D, DATED: 9/29/86

NOTES:

1) UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
2) SEA ISLAND LAND SURVEY, LLC. CERTIFIES TO THE BOUNDARY, TOPOGRAPHIC AND ASBUILT INFORMATION PROVIDED HEREON AS THE DATE OF THE SURVEY. THIS SURVEY MAY BE USED IN DIGITAL FORMAT AS A BASE FOR OTHERS AND ANY REVISIONS OR ADDITIONS MADE HEREAFTER IS NOT THE RESPONSIBILITY OF SEA ISLAND LAND SURVEY, LLC. A HARD COPY AVAILABLE FROM SEA ISLAND LAND SURVEY, LLC. WILL BE THE ONLY OFFICIAL DOCUMENT.
3) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
4) HORIZONTAL DATUM IS S.C. STATE PLANE NAD 83.
5) VERTICAL DATUM IS NAVD 88.
6) CONTOUR INTERVAL IS 1'.
7) USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED COMMERCIAL DEVELOPMENT.
8) BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
9) THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
10) IF IDENTIFICATION OF TREES IS CRITICAL TO DEVELOPMENT, AN ARBORIST SHOULD BE CONSULTED TO VERIFY SUCH TREE IDENTIFICATION.
11) THERE IS NO EVIDENCE OF FRESHWATER WETLANDS LOCATED ON THE SUBJECT PROPERTY.

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.

LEGEND & SYMBOLS:

TREE SIZES ARE INCHES IN DIAMETER

	SPOT ELEVATION
	CONTOUR
CMF	3" CONCRETE MONUMENT FOUND
CMS	3" CONCRETE MONUMENT SET
IPPF	3/4" IRON PIPE FOUND
TBM	TEMPORARY BENCH MARK
LO	LIVE OAK
LAO	LAUREL OAK
RO	RED OAK
PN	PINE
WO	WATER OAK
G	GUM
	TELEPHONE SERVICE
	TELEVISION SERVICE

THIS MAP IS A GENERAL REPRESENTATION OF THE LOCATIONS OF 404 WETLANDS (FRESHWATER WETLANDS) LOCATED WITHIN THE PROPERTY AS SHOWN. THESE WETLANDS ARE SUBJECT TO REVIEW AND APPROVAL BY THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT. THE WETLANDS HAVE BEEN LOCATED AS FLAGGED BY TIDEWATER A JMT DIVISION

I HEREBY SERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM 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.

SOUTH CAROLINA SEA ISLAND LAND SURVEY No.C02180 CERTIFICATE OF AUTHORITIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER 15437 MARK R. RENEW

NOT VALID UNLESS EMBOSSED.

BOUNDARY, TREE AND TOPOGRAPHIC SURVEY OF:
A PORTION OF PARCEL 1034, SUMMIT DRIVE,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: THE TOWN OF HILTON HEAD ISLAND

DATE: 11/10/17 SCALE: 1" = 30'

GRAPHIC SCALE 0 30 60 90

SILS Sea Island Land Survey, LLC.
4D Mathews Court, Hilton Head Island, SC 29926
Tel (843) 681-3248
Fax (843) 689-3871
E-mail: sils@sprynet.com

FILE No: 17152/2 DWG No.: 4-1952 B

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

MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, CM, Town Manager

DATE: April 9, 2018

RE: Proposal to Beaufort County regarding maintenance of recreational facilities on Hilton Head Island

---

Recommendation:

The Public Facilities Committee recommends that Town Council direct the Town Manager to pursue conversations with Beaufort County leading to the acceptance by the Town of full responsibility for all publicly owned parks within the Town. Additionally, the committee recommends that that staff be directed to discuss with the Town of Bluffton staff, the status of their negotiations with the County, if any, on park takeover.

Summary:

The attached proposal and supporting staff cost estimate was the basis for the Public Facilities Committee discussion and recommendation. The Committee endorses a proposal to the County which involves the formal transfer of all maintenance responsibilities from the County to the Town associated with the following properties: Crossings Park, Bristol Sports Arena, Chaplin Community Park, Barker Field, Barker Field Expansion and Hilton Head Park in exchange for an initial amount of $600,000 block granted by the County to the Town. Annual increases of $100,000 would occur until the block grant amount reaches $900,000. Thereafter, the block grant amount would increase by applying an appropriate index (CPI, etc.).

Background:

The topic of the Town assuming the responsibility for operation and maintenance of parks from the County is one that has been around for many years. An appropriate level of funding to be provided by the County has heretofore been an insurmountable issue. Some of the issue may be a result of the Town's standards for maintenance differing from the County's. About two years ago, County staff submitted a proposal (copy attached) that was uniformly rejected by Council members, Staff, the Parks and Recreation Commission members and others.

At its annual strategic planning workshop, the County Council identified their priorities for the coming year. Reexamining the issue of responsibility for park maintenance within the municipalities, while not a top priority, nevertheless was adopted as a priority.

Last July, Town staff updated their estimates of the costs to take over operation and maintenance of the parks from the County. The new estimate was higher than Staff had previously estimated based in large part on their experience in renovating and returning Chaplin Park into working order after it had been used as a debris clearing site following Matthew.

It is envisioned that this estimate would be the basis for a proposal and subsequent negotiation with the County to finally take back operation and maintenance of our parks so that they receive the level of attention and care our citizens expect and demand.

All:

The topic of the Town assuming the responsibility for operation and maintenance of parks from the County is one that has been around for many years. An appropriate level of funding to be provided by the County has heretofore been an insurmountable issue. Some of the issue may be a result of the Town's standards for maintenance differing from the County's.

About two years ago, County staff submitted a proposal that was uniformly rejected by Council members, Staff, the Parks and Recreation Commission members and others.

Last week, at its annual strategic planning workshop, the County Council identified their priorities for the coming year. Reexamining the issue of responsibility for park maintenance within the municipalities, while not a top priority, nevertheless was adopted as a priority.

Last July, at my request, Town staff updated their estimates of the costs to take over operation and maintenance of the parks from the County. The new estimate (attached) was higher than Staff had previously estimated based in large part on their experience in renovating and returning Chaplin Park into working order after it had been used as a debris clearing site following Matthew. Steve and Scott have told me that this estimate is still valid.

I would like us to use this estimate as the basis for a proposal and subsequent negotiation with the County to finally take back operation and maintenance of our parks so that they receive the level of attention and care our citizens expect and demand.

I believe our proposal to the County should include an initial amount of $600,000 block granted by the County to Hilton Head Island for FY19 and increase annually by $100,000 until the block grant amount reaches $900,000, which is roughly the figure arrived at when applying the ratio of Hilton Head's population to the County's total population to the annual PALS budget. Thereafter, the block grant amount would increase by applying an appropriate index (CPI, etc.).

I am assigning this to the Public Facilities Committee, with the hope that we can gain agreement to make a formal proposal to the County as quickly as possible.

MEMORANDUM

TO: Scott Liggett, Director of Public Projects and Facilities

FROM: Julian Walls, Facilities Manager

DATE: July 10, 2017

RE: County Park Maintenance

In an effort to update the previously submitted cost analysis to maintain the County parks, we have secured proposals from a contractor who has the capability and equipment that would be necessary if the Town chooses to assume all of the maintenance responsibilities; which are reflected in the summary below:

PARK	Maintenance	Janitorial	Litter pick/up	Total
Barker Field (Baseball) Expansion	$83,000.00 $60,190.00	$9,000.00 $9,000.00	$2,000.00 $1,200.00	$94,000.00 $70,390.00
Bristol	$82,035.00	$9,000.00	$2,300.00	$93,335.00
Chaplin	$181,790.00	$36,000.00		$217,790.00
Crossings	$133,945.00	$9,000.00	$6,300.00	$149,245.00
HH Park (Old Elem.)	$40,218.00	N/A	$2,000.00	$42,218.00
Two additional Facilities Tech (salary and benefits)*	$134,000.00			$134,000
SUBTOTAL	$715,178.00	$72,000.00	$13,800.00	$800,978.00
Estimate of Utilities				$103,220.00
TOTAL				**$904,198.00**

*It is anticipated that the Town would require an additional two Facilities Technicians to appropriately cover the additional duties that will be required.

The estimate that was provided a few years ago was $574,456.00 which included an estimate for utilities.

The Town currently pays insurance on all of the properties listed above under an umbrella policy, so that would not change.

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2026
FAX: (843) 255-9403
www.bcgov.net

GARY T. KUBIC
COUNTY ADMINISTRATOR

CHERYL HARRIS
EXECUTIVE ASSISTANT

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

May 7, 2015

Mr. Stephen G. Riley, Town Manager
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

Dear Mr. Riley:

As you are aware, Beaufort County has been working internally, as well as with representatives of the Town of Hilton Head Island, to put together a workable plan for the transfer of county-owned and maintained recreational assets to the Town.

Attached are the details of this proposed plan. In summary, the plan transfers over $1.2 million in real property, an additional $25,000 in maintenance equipment and offers nearly one million dollars in subsidies for recurring utility and labor costs over the next five years. The total value of this plan is in excess of $2.2 million.

It is our sincere hope that the Town of Hilton Head Island finds these terms acceptable. Given the valuation of assets to be transferred and subsidies specified, we feel this is a generous offer and one which will aid in the efficient delivery of recreational services to the residents of Hilton Head Island. Please note, this agreement has not been presented or approved by Beaufort County Council. If the terms are acceptable to the Town as presented, we would bring this matter before County Council for their subsequent ratification and approval.

Please contact me if you should have any questions.

Sincerely,

[redacted]

Gary Kubic
County Administrator

cc: Members of Beaufort County Council
Arthur Middleton, Chairman, Beaufort County Parks and Leisure Services Board
Josh Gruber, Beaufort County Deputy Administrator
Monica Spells, Beaufort County Assistant Administrator, Community Outreach
Phil Foot, Beaufort County Assistant Administrator, Public Safety
Scott Marshall, Director, Beaufort County Parks and Leisure Services

Enclosure

Summary of Transfers and Subsidies to Town of Hilton Head Island							
Lawn and Field Maintenance Equipment							
Asset #	**Item Name**	**Purchase Date**	**Original Cost**	**Current Value**			
23177	John Deere 1600 Wide Area Front Mower	9/1/06	$43,748.78	$9,478.90			
23115	John Deere 9972TRAK 72" Side Mower	10/13/06	$14,004.90	$3,151.10			
23287	John Deere 1200A Bunker & Field Rake	5/2/08	$10,500.11	$4,025.05			
23283	2008 John Deere Z830A ZTRAk	3/2/08	$9,685.37	$3,551.29			
23258	2008 John Deere Gator	3/3/08	$6,720.00	$2,464.00			
23259	2008 John Deere Gator	3/3/08	$6,720.00	$2,464.00			
	Total value of equipment transfer		***$91,379.16***	***$25,134.34***			
Real Property Transfer of Ownership							
Property	**Address**	**Current Owner**	**Property ID**	**Assessed Value**			
Barker Field	70 Baygall Rd	Beaufort County	R510 005 000 0005 0000	$282,800.00			
Barker Field Ext	N/A	Beaufort County	R510 004 000 019G 0000	$117,800.00			
Hilton Head Annex	150 William Hilton Pkwy	Beaufort County	R511 007 000 0247 0000	$868,800.00			
		Total Assessed Value of Transfer Property		***$1,269,400.00***			
Recurring Costs		**Subsidies Offered**					
Cost	**Annual Amount**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
Utilities	$116,000	$116,000.00	$116,000.00	$116,000.00	$87,000.00	$58,000.00	$493,000.00
Grounds Labor	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$75,000.00	$50,000.00	$425,000.00
		Total				***Total Subsidies***	***$918,000.00***
	Current total value of equipment marked for transfer	$25,134.34					
	Total assessed value of real property for transfer	$1,269,400.00					
	Total of recurring costs subsidies offered	$918,000.00					
	Total Value of Proposal	***$2,212,534.34***					

MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, Town Manager

DATE: April 10, 2018

RE: **Joint Funding Request; County Engineering Services**

Recommendation

That the Town Council approve funding in the amount of $45,882 as requested by Beaufort County to assist in the funding of engineering services to prepare an application to the State Infrastructure Bank (SIB) relating to the Gateway Corridor Project.

Summary

Funding in the amount suggested will ensure that the contract executed by the County will be expanded to include two community workshops and up to four conceptual renderings for use in the public education component of the Gateway Corridor Project. The Town will effectively become a partner with the County in developing the application to the SIB. This has the potential to become a significant workload.

Background

Beaufort County Staff, at the direction of County Council, have undertaken a solicitation for engineering services to assist with the amending of an application to the SIB as part of strategy to secure funding for the Gateway Corridor Project. The County, via the attached letter, is seeking a funding commitment and partnership with the Town in this endeavor. Making application to the SIB is part of a funding strategy that includes a Transportation Sale Tax referendum scheduled by the County for this fall. The Town's share of the funding requested here would come from Council Initiatives.

The Town's commitment to the SIB application and the Gateway Corridor Project will entail much more than authorizing these funds. The extent of the demands upon Council and Staff are not precisely known at this time.

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FAX: (843) 255-9403
www.bcgov.net

JOSHUA GRUBER
INTERIM COUNTY ADMINISTRATOR

CHERYL HARRIS
EXECUTIVE ASSISTANT

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

April 6, 2018

VIA EMAIL
SteveR@hiltonheadislandsc.gov

Mr. Stephen G. Riley, Town Manager
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RE: Professional Consulting Services for South Carolina State Infrastructure Bank Application
Joint Partnership between Beaufort County and the Town of Hilton Head Island

Dear Steve:

At the March 26, 2018 meeting of the Public Facilities Committee of Beaufort County Council, the Committee provided authorization for staff to move forward with negotiating a professional services contract with the firm of Johnson, Mirmiran & Thompson ("JMT"). The purpose of this contract would be to provide consulting services culminating in the submission of an update/amendment to the County's pending request for funding before the South Carolina State Infrastructure Bank ("SIB"). The current estimated cost of these services is $91,763.74 and will include two (2) public outreach workshops and up to four (4) conceptual renderings provided for this project.

At this same meeting, the Committee provided authorization for staff to reach out to you regarding the possibility of entering into this contract as a joint partnership between Beaufort County and the Town of Hilton Head Island. This would allow us to approach the SIB as a combined force who would be cooperatively working together to achieve this substantial and imperative project. If the Town is open to this possibility, we would respectfully request that you seek authorization to enter into this contract as an equal partner and jointly share in the potential costs accordingly.

Thank you for your consideration of this request.

Respectfully yours,

[redacted]

Joshua A. Gruber
Interim County Administrator

JAG:ch