



The Town of Hilton Head Island

Regular Town Council Meeting

March 20, 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. Land Acquisition:

Discussion of negotiations incident to the proposed sale, lease or purchase of property in the:

- i. Dillon Road area.**

b. Legal Matters:

The receipt of legal advice related to pending, threatened, or potential claim related to:

- i. Sea Cabin Racquet Club II HPRV v. Town of Hilton Head Island**

4. Pledge to the Flag – 5:00 p.m.

5. Invocation

6. Proclamations & Commendations - None

7. Approval of Minutes

- a. Town Council Meeting, March 6, 2018**

8. Report of Town Manager

- a. 2018 RBC Heritage Update – Steve Wilmot**
- b. Hilton Head Island: Our Future – Emily Sparks**
- c. Culture and Arts Advisory Committee – Jane Joseph**
- d. 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. First Reading of Proposed Ordinance 2018-01

First 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 that 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 and providing for severability and effective date.

b. First Reading of Proposed Ordinance 2018-02

First 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.

c. First Reading of Proposed Ordinance 2018-03

First 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.

d. Consideration of a Recommendation – Gullah-Geechee Land & Cultural Preservation Task Force Recommendations

Consideration of a Recommendation from the Public Planning Committee that Town Council approve the recommendations as submitted by the Gullah-Geechee Land & Cultural Preservation Task Force.

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

14. Adjournment

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

Date: Tuesday, March 6, 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*; Greg DeLoach, *Assistant 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*; John Tuttle, *Information Technology Director*; Shawn Colin, *Deputy Director of Community Development*; Chris Blankenship, *Deputy Fire Chief – Operations*; Jennifer Ray, *Planning & Special Projects Manager*; Andrew Nicholls, *System Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Alex Kincaid, *Island Packet*

1. Call to Order

Mayor Bennett called the meeting to order at 4:00 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 - None

4. Pledge to the Flag

5. Invocation

6. Proclamations & Commendations

a. Disabilities Awareness Month

Mayor Bennett presented the Disabilities Awareness Month proclamation to Ms. Nancy Pinkerton from the Beaufort County Disabilities and Special Needs.

7. Approval of Minutes

a. Town Council Meeting, February 20, 2018

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

8. Report of Town Manager

a. People for Parks Update – Alan Perry

Alan Perry with People for Parks provided an overview of the fundraising arm for the Island Rec. Center. Mr. Perry began with a short video that showed the current status of the Island Rec. Center. He then discussed the status of the fundraising, how much has been raised to date, what community businesses and organizations have contributed, what is in the pipeline, and what they are anticipating as they look towards the future.

b. Planning Commission Semi-Annual Update – Alex Brown

Alex Brown, Chairman of the Planning Commission, provided the semi-annual update to the members of Council. He stated that over the six-month period the Commission has received two zoning map applications, twenty-five LMO amendments, and two items of special interest. Mr. Brown explained that the work of the Commission will increase in the coming months with the Vision coming to a close, the Comp. Plan needing attention, and other items they anticipate coming forward. He closed his report reminding Mrs. Likins that two Commissioners would be leaving in June, and their positions would need to be filled.

Report of Town Manager (cont.)

c. Items of Interest

i. Town News

ii. Noteworthy Events

Mr. Riley reported on upcoming meetings and noteworthy events taking place in the coming weeks.

9. Reports from Members of Council

a. General Reports from Council

Mr. Ames encouraged the review of the Vision Action Plan. He said after reading the plan, how can you, as an individual express the pillars of the vision. He continued by saying, if you belong to an organization, ask the organization how they can express support and reinforcement. Mr. McCann asked Mr. Ames what the next steps were in the Vision project. Mr. Ames said that the Vision Project Management Team will meet on March 16, 2018 to review all the recommendations.

Mr. Grant reported about citizen Tai Scott and the appearances before Council Mr. Scott has made regarding his business. Mr. Grant posed questions to Town staff regarding permitting, matters of zoning, building inspections, and other such issues. Mr. Grant stated that he was asking these questions because the matters with Mr. Scott have been taking place for over a year. He requested that the Town Manager and/or Town staff send Mr. Scott an official letter on the status of his business. Mr. Grant said that the letter should indicate what specific issues would need to be resolved to be in compliance with the LMO and other various requirements. Mr. Grant also asked Mayor Bennett if there could be a review through one of the committees of what happened with Mr. Scott's business and what is required to open a commercial business. He stated this could be a learning experience for the citizens in the community. Mr. Grant said this would not be an opportunity to judge anyone, it would be a chance to inform and educate. Mayor Bennett said that he would take the time to reflect on the information.

Mayor Bennett reported that he continued to maintain dialog with the Coastal Conservation League about House Bill 3529, the ban on auxiliary container ban bill. He stated that it is being moved forward to subcommittee and being heard on Wednesday, March 7, 2018. He also reported that the Intergovernmental Committee met with Senator Davis. Mayor Bennett said that the Senator indicated that there could be an opportunity to secure one-time capital improvement funds for the Mitchelville Preservation Project. Lastly, Mayor Bennett reported that the Beaufort County Economic Development Corporation would be meeting on March 21, 2018 to begin the strategic planning and setting goals; he stated he would be happy to take anyone's thoughts they may have.

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

Mr. Harkins reported that the Committee met on March 5, 2018 where Chief Tadlock presented the Annual Report for Fire Rescue. He discussed the items that the Committee talked over with Senator Davis, one being the Jasper Port. Mr. Harkins stated that while things are still moving forward, they are moving slowly. He went onto say that the port expansion is something that needs to remain at the top of everyone's list as other municipalities may not feel the need for expansion is as urgent as we may. Mr. Harkins said that Senator Davis is aware of need, and has encouraged continued involvement. Lastly, Mr. Harkins said that the Committee also discussed the Gateway Corridor project with Senator Davis too. He said that the Senator is going to work with both the Town and the County to develop a decision making matrix to determine what items will need to be addressed for years to come as the project develops.

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

Mrs. Likins stated that she did not have a report this week.

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

Mr. Ames gave a report on the Workforce Housing Workshop that took place on March 28, 2018. He reported that there were experts there from other tourist based municipalities. Mr. Ames said that he thought it was a valuable learning opportunity for the need of a proactive role of government to achieve any significant impact while protecting the community character. He said that each of the invited communities faced their own housing challenges, but noting that each came up with their own solutions in keeping with

their local attitudes and political situations, laws, financial resources, demands, and characteristics for housing. Mr. Ames stated that it was personally noteworthy, that the gentleman from Aspen said that Town Officials recognized that they were losing the Aspen way. He said that in response, they have established 3,000 deed restricted units managed by the Housing Authority. Mr. Ames stated that along with this, they also have a very strong commitment to transportation in order to make the system work. Mr. Ames reported on the aspects of the other municipalities housing programs, providing information pertaining to each individual community. Mr. Ames stated that in 2016 Council approved to make affordable housing a priority, and that the role of the Town is becoming clearer. He said that officials are elected to represent all citizens, protect the character of the Island, and stimulate economic health. He went on to say, in other words, build the whole community. It is an Island wide prospective, but depends on the partnership with other stakeholders within the community, and must be a collaborative effort. Mr. McCann asked Mr. Ames what the next steps would be in this process. Mr. Ames reported that the Committee has begun reviewing the results of the RFP, and may have to reconsider that because there was only one submission. Mr. Ames said that there are three priorities that they see in the near term: (1) funding opportunities, (2) the tax credit, and (3) the enabling legislation that would impact the Town in a significant way. He said that the Town is also working very closely with the Chamber's efforts.

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

Mr. Grant reported that the Committee met on February 26, 2018 to discuss the timeframe for the implementation of paving of the dirt roads. He said that the Committee discussed the challenges of a quick acquisition plan of the dirt roads. Mr. Grant said that based on the discussion, it is going to be very difficult to get full participation and meeting the 50 foot buffer when established homes were in place prior to the road. He said some of the challenges moving forward would be houses that have landscaping established, pavement, and some of the paved roads would come right up to the household doors. Mr. Grant said as the process moves forward, there could be some considered changes. He said that he wanted to report that he stepped down from the dais when the Committee discussed Cobia Court, Aiken Place, and Alford Lane as he does have relatives that reside on these roads. Mr. Grant said the Committee discussed the possibilities of a one-way road in specific neighborhoods. He said at this time, they will wait until March 15, 2018 to determine if all of the letters have been returned back to the Town turning over their property rights. Mr. Grant reported that the Committee also discussed the park name request. He said that Town staff recommended Forest Beach Community Park, and much discussion took place regarding other names, including Coligny Park. Mr. Grant said that some of the concerns the Committee had were that the Parks and Recreation Commission could not come to a conclusive decision on the name. He said there were two who voted in favor and four who abstained from the vote during the Parks and Recreation Commission meeting. Mr. Grant reported that he thought the Commission met four different times to discuss the park name change. He said the Public Facilities Committee then decided to move the decision of the park naming to full Town Council based on the need. Mr. Grant said that he is hopeful that Council would create a temporary name for completion of the park only, then resend it back to the Commission for further discussion and final decision on the name. He said that the name has history, and he wants to be sure that full consideration is given to it. Mayor Bennett asked if there is going to be a recommendation coming forward to Town Council regarding the park name change. Mr. Grant said that the recommendation has already come forward. He said, it should be on the next Town Council agenda. Mayor Bennett then asked if the Committee is working in conjunction with the Task Force to obtain the right-of-ways. Mr. Grant said that he spoke with Town staff who told him that before moving forward, they would like to get full participation from all of the citizens who live on a particular road and to determine if they are interested in the Town paving the road before moving forward, and to determine if a one-way road is possible or not. Mayor Bennett asked if that work is being marshalled entirely by Town staff or is it being augmented by members of the community? Mr. Grant said that he spoke with a couple members of the community, encouraging them to move forward with the paving. He said that he has plans to go out to Alford Lane, Cobia Court, and Aiken Place to speak with the citizens about the paving. Mayor Bennett stated that he would like to have Mr. Grant, Mr. Riley, and himself meet to discuss establishing a reasonable timeframe for completion of receipt of the sign-off of the citizen's authorization of the paving. Mayor Bennett said that it sounds like there could be some uncertainties and some unknown questions that may need to be answered in order to be able to do that. Mayor Bennett also stated that it sounds like there may potentially be some slight adaptation to the policies that have been approved, i.e. the one-way road structure that you were highlighting earlier. He said that he would like to be clear on that in his own mind.

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

Mr. McCann reported that the Committee met earlier in the day where there was an update on the Town's debt, which looked very promising. Mr. McCann ask Mr. Riley when do they start the comprehensive planning that is due in two years. Shawn Colin, Deputy Director of Community Director stated that the Comprehensive Plan was last drafted and adopted in May 2010. He said State law requires a full update every ten years. Mr. Colin said that is typically a two year cycle. He said that when Council supported the Vision Project, as a condition of moving forward, staff's thought was that the first phase of the Vision would serve as the foundation, moving to the next phase of a Comprehensive Plan. Mr. Colin said they are at the next phase in moving forward with the Vision, which coincides with the development of the 2020 Comprehensive Plan. Mr. Harkins asked for a little clarification, asking if the Vision Plan is part of the Comprehensive Plan or is the Comprehensive Plan part of the Vision Plan, two separate plans, or complementary. Mr. Colin stated that the plans are more complementary. He said that the Vision is at a much higher level than the Comprehensive Plan. He said as a requirement of the State, the Comprehensive Plan must look at a needs assessment of the community, an examination of strengths and weaknesses, opportunities, and specific elements as stated by the State.

10. Appearance by Citizens

Frank Babel, addressed Town Council regarding the upcoming Southeast Bike Symposium on March 22, 2018 and March 23, 2018.

Tai Scott, addressed Town Council regarding the matters associated with the permitting with his business.

11. Unfinished Business - None

12. New Business

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

Consideration of a Resolution by 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 for the acquisition of the "Sandy Roads" sculpture.

Mrs. Likins moved to approve the Recommendation. Mr. Harkins seconded. After a brief discussion with Town staff, the motion passed by a vote of 7-0.

b. Consideration of a Recommendation – Low Income Housing Tax Credit ("LIHTC")

Consideration of a Recommendation from the Public Planning Committee that Town Council consider forwarding changes outlined in the whitepaper titled "Hilton Head Island and the Low Income Housing Tax Credit" to the South Carolina State Housing Finance and Development Authority to be incorporated into the Qualified Allocation Plan.

Mrs. Likins moved to approve the Recommendation. Mr. Harkins seconded. Mrs. Likins amended her initial motion changing the author of the recommendation to "Town Council", and removing the final sentence on page 8. Mr. Harkins seconded, the motion was approved 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 5:05 p.m.

Krista M. Wiedmeyer,
Executive Assistant/Town Clerk

Approved: 03/20/2018

David Bennett, Mayor



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

March 8, 2018

Prepared by Town Staff

This Month

- The Community Engagement Report and Vision Report are now 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 Friday, March 16, 2018 at 2:00pm. David Beurle (Future iQ) will join the meeting virtually to answer VPMT questions.
- 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

March 6, 2018

TOWN OF HILTON HEAD ISLAND MEETINGS

- Planning Commission-CIP Committee – March 21, 2018 – 10:00 a.m.
- Public Planning Commission – March 22, 2018 – 3:00 p.m.
- Public Facilities Committee – March 26, 2018 – 9:00 a.m.
- Culture & Arts Advisory Committee – March 28, 2018 – 9:30 a.m.
- Finance & Advisory Committee – April 2, 2018 – 2:00 p.m.
- Town Council, Executive Session – April 2, 2018 – 4:00 p.m.
- Town Council, Regular Session – April 2, 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, March 22, 2018 11:00 – 4:00 p.m.	Car Shows	Shelter Cove Community Park
Friday, March 23, 2018 5:30 – 8:00 p.m.	WingFest	Shelter Cove Community Park
Saturday, March 24, 2018 11:00 a.m. – 5:00 p.m.		
Saturday, March 24, 2018 8:00 a.m. – 12:00 p.m.	Run/Walk for Hunger	Fish Haul Park
Saturday, March 24, 2018 11:00 a.m. – 3:00 p.m.	Shop More Local Family Fair	Honey Horn

ITEM OF INTEREST

Hilton Head Island Fire Rescue participates in the CARES Registry – Cardiac Arrest Registry to Enhance Survival - CARES is a nationwide data base and network that helps communities' measure performance and identify how to improve out of hospital cardiac arrest survival rates. The program is in cooperation with the Hilton Head Hospital which documents patient outcomes in the CARES Registry.

Hilton Head Island Fire Rescue responds to about 50 “workable” cardiac arrests a year. In about 25 of those the collapse is “witnessed” by a bystander, and in about 15 of them, the initial heart rhythm is “shockable” (ventricular fibrillation or ventricular tachycardia). According to the academic template used to measure cardiac arrest survival (Utstein template), the number of these patients who survive to hospital discharge determines a community’s cardiac arrest save rate.

In 2017 Hilton Head Island Fire Rescue responded to 16 witnessed/shockable cardiac arrests and 11 survived to hospital with a CPC score of 1 or 2 (which means they were neurologically intact at the time of discharge the hospital). That puts Hilton Head Island’s survival rate at 68.75% for the year -- one of the highest in the nation. The great outcomes are due to the efforts of by-stander CPR, E911 Telecommunicator CPR, Fire Rescue pit-crew training and performance, and the Hilton Head Hospital post resuscitative care.

Submitted: Chief Brad Tadlock, Hilton Head Island Fire Rescue



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA-CM, *Town Manager*
VIA: Jennifer Ray, *Planning & Special Projects Manager*
FROM: Marcy Benson, *Senior Grants Administrator*
CC: Charles Cousins, AICP, *Director of Community Development*
DATE: March 15, 2018
SUBJECT: Item of Interest
Audubon International Sustainable Community Designation

On March 15, 2018, Audubon International recognized the Town of Hilton Head Island as the first municipality in the state of South Carolina to become a certified Audubon International Sustainable Community. The Town of Hilton Head Island is the seventh community in the nation to receive this designation. Audubon International held a recognition ceremony to honor the Town's commitment to creating a sustainable future by developing and implementing sustainable practices centered on a healthy local environment, quality of life for citizens and a vital economy.



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: March 6, 2018
SUBJECT: ZA-2102-2017 (Proposed Ordinance 2018-01) Rezoning of two County owned properties for Airport related uses

Recommendation: The Planning Commission held a public hearing on October 18, 2017 to review ZA-2102-2017. The Planning Commission voted 7-0 to recommend forwarding the rezoning of Properties 5 and 6 to Town Council for approval.

Staff recommends that Town Council approve the proposed rezonings.

Summary: The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning the following two properties: R510 004 000 0375 0000 [Property 5] and R510 008 000 0221 0000 (21 Dillon Road) [Property 6] from LC (Light Commercial) to IL (Light Industrial). The effect of these rezonings will be to change the allowable uses, densities, height and impervious coverage requirements.

Background: The two parcels that make up this rezoning (Properties 5 and 6) are both currently zoned LC; in order to be used by the airport for aviation and surface transportation uses, which includes taxiways, the properties must be located within the IL zoning district for those uses to be conforming. Staff erroneously approved the construction of taxiways on Properties 5 and 6 in advance of the rezoning being adopted for these parcels. The approval was in part because the taxiways are shown on both parcels on the Airport Layout Plan which was adopted as part of the Airport Master Plan.

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

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2018-#

PROPOSED ORDINANCE NO. 2018-01

AN ORDINANCE 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 BEAUFORT COUNTY TAX MAP #8 [PROPERTY 6] TO REZONE THE PARCELS FROM THE LC (LIGHT COMMERCIAL) ZONING DISTRICT TO THE IL (LIGHT INDUSTRIAL) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO) and a new Official Zoning Map; and

WHEREAS, these zoning changes would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on October 18, 2017 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

WHEREAS, the Planning Commission, after consideration of the staff presentation and the criteria set forth in Section 16-2-103, voted 7-0-0 to recommend that Town Council approve the proposed zoning map amendment application for Properties 5 and 6; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcels be rezoned.

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

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, be hereby amended to modify the zoning designation of those certain parcels identified as Parcel 375 on Beaufort County Tax Map #4 [Property 5] and Parcel 221 on Beaufort County Tax Map #8 [Property 6] to rezone the parcels from the LC (Light Commercial) zoning district to the IL (Light Industrial) zoning district.

Section 2. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall

be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2018.**

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

David Bennett, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

Public Hearing: October 18, 2017

First Reading:

Second Reading:

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

FAX 843-842-8908

STAFF REPORT ZONING MAP AMENDMENT

Case #:	Name of Project or Development:	Public Hearing Date:
ZA 2102-2017	Zoning Map Fix Rezoning	October 18, 2017

Parcel Data or Location:	Applicant	Agent
<u>Parcel Numbers:</u> Property 1: R510 011 000 007 0000 Property 2: R510 004 00H 0302 0000 Property 3: R510 011 000 0172 0000 Property 4: R510 004 000 0344 0000 Property 5: R510 004 000 0375 0000 Property 6: R510 008 000 0221 0000 <u>Size:</u> Property 1: 1.79 acres Property 2: 2.05 acres Property 3: 1.04 acres Property 4: 2.35 acres Property 5: 0.6 acres Property 6: 1.71 acres <u>Addresses:</u> Property 1: 11 Simmons Road Property 2: 4501 Meeting Street Property 3: 4 Marshland Lane Property 4: 154 Beach City Road Property 5: No address assigned Property 6: 21 Dillon Road	Town of Hilton Head Island One Town Center Ct. Hilton Head Island, SC 29928	Same as Applicant
<u>Existing Zoning District</u> Property 1: RM-4 – Low to Moderate Density Residential Property 2: PD-1 – Planned Development Mixed Use Property 3: WMU – Waterfront Mixed Use Property 4: LC – Light Commercial Property 5: LC – Light Commercial Property 6: LC – Light Commercial	<u>Proposed Zoning District</u> Property 1: WMU – Waterfront Mixed Use Property 2: MS – Main Street Property 3: PD-1 – Planned Development Mixed Use Property 4: IL – Light Industrial Property 5: IL – Light Industrial Property 6: IL – Light Industrial	

<u>Existing Zoning Design Standards</u> See attached Zoning District Standards	<u>Proposed Zoning Design Standards</u> See attached Zoning District Standards	

Application Summary:

The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning the following six properties: R510 011 000 0007 0000 (11 Simmons Road) from RM-4 (Low to Moderate Density Residential) to WMU (Waterfront Mixed Use), R510 004 00H 0302 0000 (4501 Meeting Street) from PD-1 (Planned Development Mixed Use) to MS (Main Street), R510 011 000 0172 0000 (4 Marshland Lane) from WMU to PD-1, R510 004 000 0344 0000 (154 Beach City Road) from LC (Light Commercial) to IL (Light Industrial), R510 004 000 0375 0000 from LC to IL and R510 008 000 0221 0000 (21 Dillon Road) from LC to IL. The effect of these rezonings will be to change the allowable uses, densities, height and impervious coverage requirements. This rezoning will not change the zoning designation of property located at 1 Simmons Road which shares the same parcel number as property located at 11 Simmons Road.

Staff Recommendation:

Staff recommends the Planning Commission find this application to be consistent with the Town's Comprehensive Plan and serves to carry out the purposes of the LMO, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Background:

As part of the LMO Rewrite project, the former zoning map was repealed and a new zoning map was adopted in its place on October 7, 2014. After the fact, three parcels (Properties 1, 2 and 3) were identified as having been erroneously zoned. Property 1, the location of Simmons Fish Camp restaurant, was previously zoned WMU; as part of the 2014 rezoning this property was rezoned to RM-4. The restaurant is now non-conforming to the zoning district. Property 2, the location of Congregation Beth Yam, was previously zoned PD-1; as part of the 2014 rezoning the non-single-family residential properties in this area were all zoned from PD-1 to MS with the exception of this parcel. The use is conforming in both districts but currently this is the only non-single-family property in the area not zoned MS. Property 3, the location of a portion of the Palmetto Pass office, was previously zoned PD-1; as part of the 2014 rezoning this property was zoned to WMU. This property has no frontage on the water and therefore the parcel is not appropriately located in this district. The remaining three parcels that make up this rezoning (Properties 4, 5 and 6) were purchased by Beaufort County prior to or after the 2014 rezoning in order to facilitate Hilton Head Island Airport operations. These properties are all currently zoned LC; in order to be used by the airport, even if minimal improvements are proposed, the properties must be located within the IL zoning district.

Applicant's Grounds for ZMA

The Town is pursuing a zoning map amendment to rezone six properties around the island which are currently erroneously zoned.

The change in zoning will change the density, uses, height and maximum impervious coverage for each parcel.

Summary of Facts and Conclusions:**Findings of Fact:**

1. The application was submitted on September 18, 2017 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing on the application for the October 18, 2017 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the October 18, 2017 public hearing was published in the Island Packet on October 1, 2017.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the October 18, 2017 public hearing by first-class mail to the owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land on October 2, 2017.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on October 1, 2017 conspicuous notice of the public hearing on the lands subject to the application.

Conclusions of Law:

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing on the application for the October 18, 2017 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 16 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing on the lands subject to the application 16 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.

Summary of Facts and Conclusions of Law:

Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):

Findings of Fact:

The Comprehensive Plan addresses this application in the following areas:

Land Use Element**Implication of the Comprehensive Plan – 8.8 Nonconforming Parcels by Use**

- Current zoning classifications should be reviewed along with the associated regulations for each use. Areas that have high instances of nonconforming uses should be reviewed closely and revisions should be made where necessary. Creative alternatives to traditional zoning classifications should be considered, such as form based and smart codes to reflect current building and development trends that are indicative of our Island character.

Goal 8.8 – Nonconforming Parcels by Use

- B. To evaluate the locations of nonconforming uses to determine areas to consider for Zoning Map Amendments.

Implication of the Comprehensive Plan – 8.10 Zoning Changes

- Reviewing the background information as well as analyzing the trends will guide future zoning changes, whether the changes are map amendments or text changes to the requirements for each district. Future land use decisions and requests for zoning changes will be determined using the background information contained in this plan as well as the future land use map, currently represented by the Town's Official Zoning Map.

Goal 8.10 – Zoning Changes

- A. To provide appropriate modifications to zoning designations to meet market demands while maintaining the character of the Island.

Transportation Element**Implication of the Comprehensive Plan – 9.6 Air Transportation**

- Viability for future commercial airline use as part of the overall transportation system serving the Island and leveraging off the value to the community of other Island airport models.

Goal 9.6 – Air Transportation

- A. To ensure that airport operations remain safe while providing air travel to Island.

Conclusions of Law:

1. This application is consistent with the Comprehensive Plan, as described in the Land Use Element as set forth in LMO Section 16-2-103.C.3.a.i.
2. In accordance with the Land Use Element, the proposed rezoning will change the existing use of Property 1, Simmons Fish Camp Restaurant, from non-conforming to conforming.
3. In accordance with the Land Use Element, the proposed rezoning will modify the zoning of Property 2, Congregation Beth Yam, and Property 3, a portion of the Palmetto Pass office, and to appropriately reflect the existing use of the property.
4. In accordance with the Transportation Element, the proposed rezoning of Properties 4, 5, and 6 will allow the airport to use the properties to make required facility improvements to ensure the airport operates safely.

Summary of Facts and Conclusions:

Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):

Findings of Fact:

Property 1:

1. The proposed zoning will allow a variety of residential and commercial uses.
2. The subject area is surrounded by properties zoned RM-4 (single-family neighborhood) and WMU (Broad Creek Marina and Up the Creek restaurant).

Property 2:

1. The proposed zoning will allow some residential uses and limited commercial uses.
2. The subject area is surrounded by properties zoned PD-1 (single-family neighborhood) and MS (adjacent churches).
3. This property has an existing religious institution on it.

Property 3:

1. The proposed zoning will permit a toll office and right-of-way.
2. The subject area is surrounded by multi-family residential (PD-1 and WMU) and the Cross Island Expressway.

Properties 4 – 6:

1. The proposed rezoning will permit a variety of light industrial type uses.
2. The subject areas are surrounded by properties zoned LC, PD-1 and IL.

Conclusions of Law:

The proposed rezonings will allow a range of uses that are compatible with the uses allowed on other property in the vicinity per LMO 16-2-103.C.3.a.ii.

Property 1:

1. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the adjacent WMU zoned parcels.
2. Some of the uses that would be allowed on the subject property as a result of the rezoning may not be compatible with the adjacent residential development; however, it is important to note that the subject property has been functioning as a commercial development for several years and was rezoned from WMU to RM-4 in error.

Property 2:

1. Prior to October 7, 2014, this property was zoned PD-1. As part of the LMO Rewrite project, the other non-single-family residential properties in this area were rezoned to a newly created zoning district (MS, Main Street).
2. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the adjacent MS zoned parcels.

Property 3:

1. The uses that would be allowed on the subject property as a result of the rezoning will be compatible with the uses on the properties in the immediate vicinity. It is important to note that prior to the LMO rewrite project, this property was zoned PD-1 as part of the Indigo Run master plan; it was rezoned to WMU in error.

Properties 4 – 6:

1. The uses that would be allowed on the subject properties as a result of the rezoning will be compatible with the uses on the adjacent IL zoned parcels.

2. Some of the uses that would be allowed on the subject property as a result of the rezoning may not be compatible with adjacent LC zoned parcels.

Summary of Facts and Conclusions of Law:

Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):

Findings of Fact:

1. The proposed rezonings are appropriate for the land. The first three properties already contain established existing uses (a restaurant, a religious institution, and a toll office and right-of-way). The remaining three uses were purchased by Beaufort County to assist in meeting goals of the FAA as they relate to the Hilton Head Island Airport.

Conclusion of Law:

1. The proposed rezonings are appropriate for the land in accordance with LMO 16-2-103.C.a.iii.

Summary of Facts and Conclusions of Law:

Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):

Findings of Fact:

1. The first three properties were zoned incorrectly as part of the LMO Rewrite project in 2014. It is a disservice to their properties to be zoned incorrectly. The latter three properties will be used by the County for the Hilton Head Island Airport; to do that they must be located within the IL zoning district per LMO regulations.

Conclusion of Law:

1. The proposed rezonings demonstrate a community need in accordance with LMO 16-2-103.C.a.iv.

Summary of Facts and Conclusions of Law:

Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):

Findings of Fact:

1. There are no future plans for Properties 1, 2 and 3 that would be in conflict with the proposed rezonings.
2. Properties 4, 5 and 6 were purchased by Beaufort County for the purpose of facilitating operations at the Hilton Head Island Airport.

Conclusions of Law:

The proposed rezonings are consistent with the overall zoning program as expressed in future plans for the Town per LMO 16-2-103.C.3.a.v).

1. There are no future plans for the Town related to properties 1, 2 and 3.
2. Rezoning properties 4, 5 and 6 would be consistent with future plans for these properties.

Summary of Facts and Conclusions of Law:

Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):

Finding of Fact:

1. The subject parcels are all proposed to be rezoned to districts that are immediately adjacent to the subject parcels.

Conclusion of Law:

1. Due to the nearby proximity of other like zoned parcels, the proposed rezonings will not create inappropriately isolated zoning districts that are unrelated to adjacent and surrounding zoning districts.

Summary of Facts and Conclusions of Law:

Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):

Finding of Fact:

1. The properties as proposed to be rezoned will allow a variety of uses. As stated earlier, three of the parcels currently house existing established businesses and the latter three will be used to facilitate the operations of the Hilton Head Island Airport.

Conclusion of Law:

1. The rezoning of the proposed properties will allow the subject properties to be put to a reasonably viable economic use in accordance with LMO Section 16-2-103.C.3.a.vii.

Summary of Facts and Conclusions of Law:

Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):

Finding of Fact:

1. The infrastructure, to include streets, potable water, sewerage and stormwater management, is already in place.

Conclusion of Law:

1. The proposed rezonings will result in development that will be served by available, adequate and suitable public facilities in accordance with LMO 16-2-103.C.3.a.viii, as they are already developed with such facilities serving the existing developments.

Summary of Facts and Conclusions of Law:

Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):

Finding of Fact:

1. The first three rezonings (properties 1, 2 and 3) are appropriate given that they should have been zoned differently when the island-wide zoning was changed in 2014 as part of the LMO rewrite project. The latter three rezonings (properties 4, 5 and 6) are appropriate given that these properties are now owned by the County and were acquired for the purpose of facilitating operations at the Hilton Head Island Airport.

Conclusion of Law:

1. The proposed rezonings are appropriate for the affected areas due to the fact they are already developed or are in the process of being developed into uses that would be allowed by the

rezonings in accordance with LMO Section 16-2-103.C.3.a.ix).

LMO Official Determination

Staff recommends that the Planning Commission find this application to be **consistent with the Town's Comprehensive Plan and serves to carry out the purposes of the LMO**, based on those Findings of facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** to Town Council of this application, which includes amending the Official Zoning Map.

Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.

PREPARED BY:

TL

Teri B. Lewis, AICP
LMO Official

October 12, 2017

DATE

REVIEWED BY:

AC

Anne Cyran
Senior Planner and Planning Commission Coordinator

October 12, 2017

DATE

REVIEWED BY:

SC

Shawn Colin, AICP
Deputy Director of Community Development

October 12, 2017

DATE

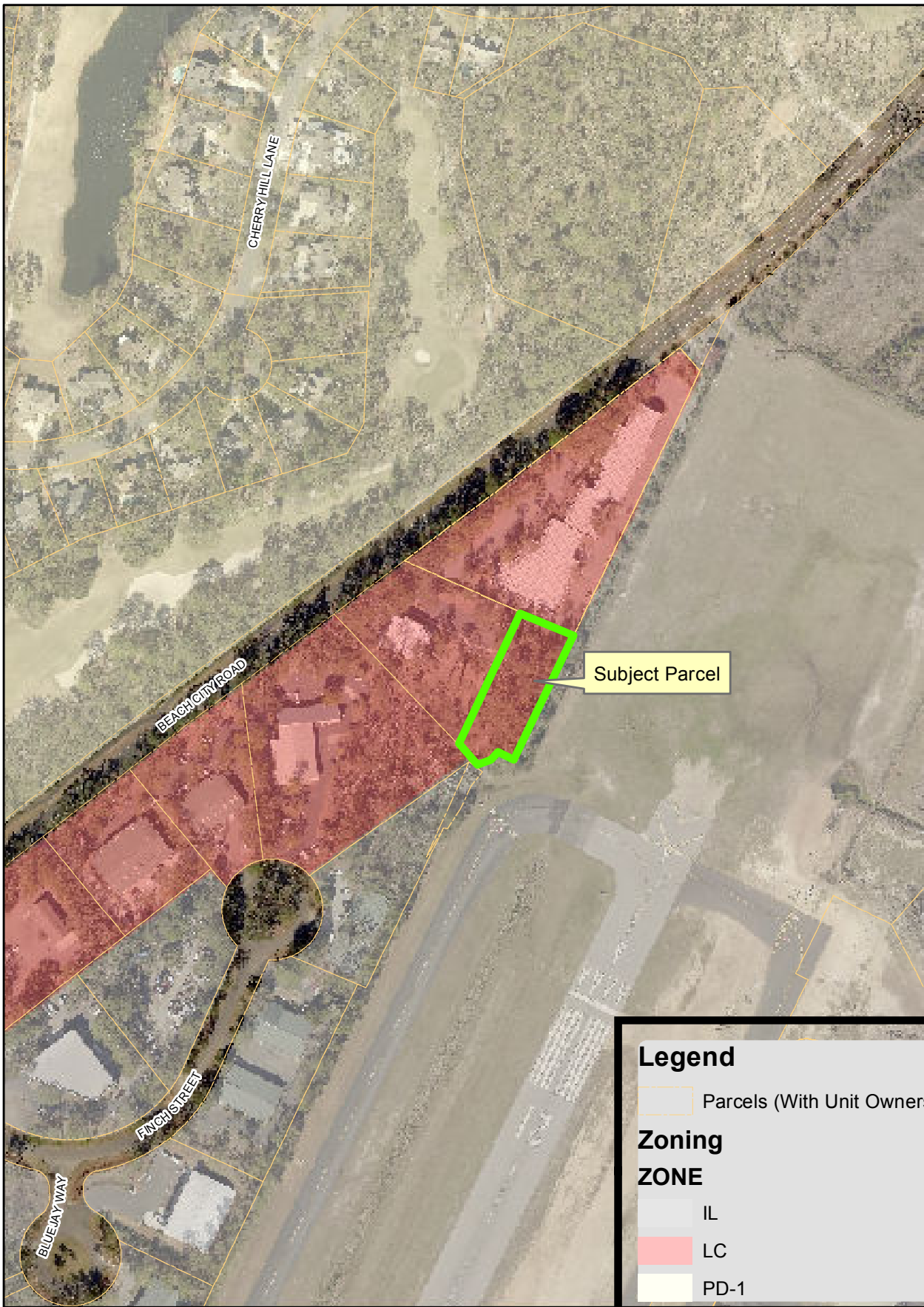
ATTACHMENTS:

- A) Vicinity Map of Property 1
- B) Vicinity Map of Property 2
- C) Vicinity Map of Property 3
- D) Vicinity Map of Properties 4 & 5
- E) Vicinity Map of Property 6

NARRATIVE

The Town is pursuing a zoning map amendment to rezone six parcels within the Town. Three of the parcels were erroneously rezoned to an incorrect zoning district as part of the LMO Rewrite project. The remaining three parcels have been acquired by Beaufort County for the Hilton Head Island Airport and must therefore be rezoned. The six parcels are proposed to be rezoned as follows:

1. R510 011 000 007 0000
Fish Camp Restaurant
11 Simmons Road
Property owner: Simmons Family Holdings, LLC
Proposed to be rezoned from RM-4 (Low to Moderate Density Residential) to WMU (Waterfront Mixed Use)
2. R510 004 00H 0302 0000
Beth Yam Congregation
4501 Meeting Street
Property owner: Beth Yam Congregation
Proposed to be rezoned from PD-1 (Planned Development Mixed Use) to MS (Main Street)
3. R510 011 000 0172 0000
Cross Island Expressway Right of Way and Palmetto Pass office
4 Marshland Lane
Property owner: South Carolina Department of Transportation
Proposed to be rezoned from WMU (Waterfront Mixed Use) to PD-1 (Planned Development Mixed Use)
4. R510 004 000 0344 0000
Property acquired by Beaufort County for Hilton Head Island Airport
154 Beach City Road
Property owner: Beaufort County
Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)
5. R510 004 000 0375 0000
Property acquired by Beaufort County for Hilton Head Island Airport
Property owner: Beaufort County
Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)
6. R510 008 000 0221 0000
Property acquired by Beaufort County for Hilton Head Island Airport
21 Dillon Road
Property owner: Beaufort County
Proposed to be rezoned from LC (Light Commercial) to IL (Light Industrial)



Legend

Parcels (With Unit Ownership Info)

Zoning

ZONE

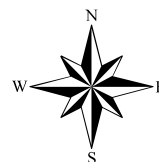
IL

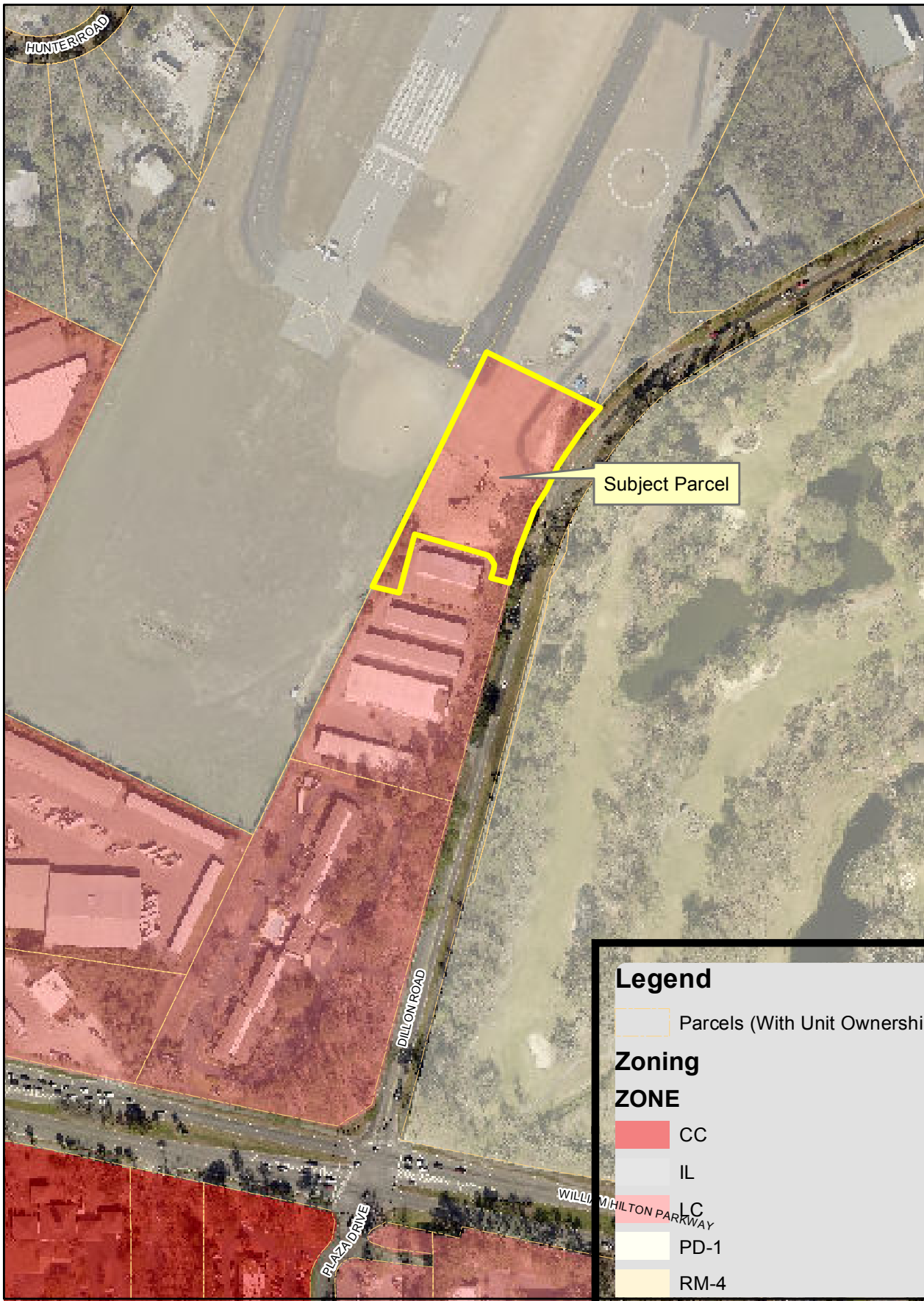
LC

PD-1



Vicinity Map
Map 4, Parcel 375





Subject Parcel

Legend

Parcels (With Unit Ownership Info)

Zoning

ZONE

CC

IL

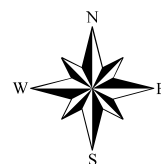
LC

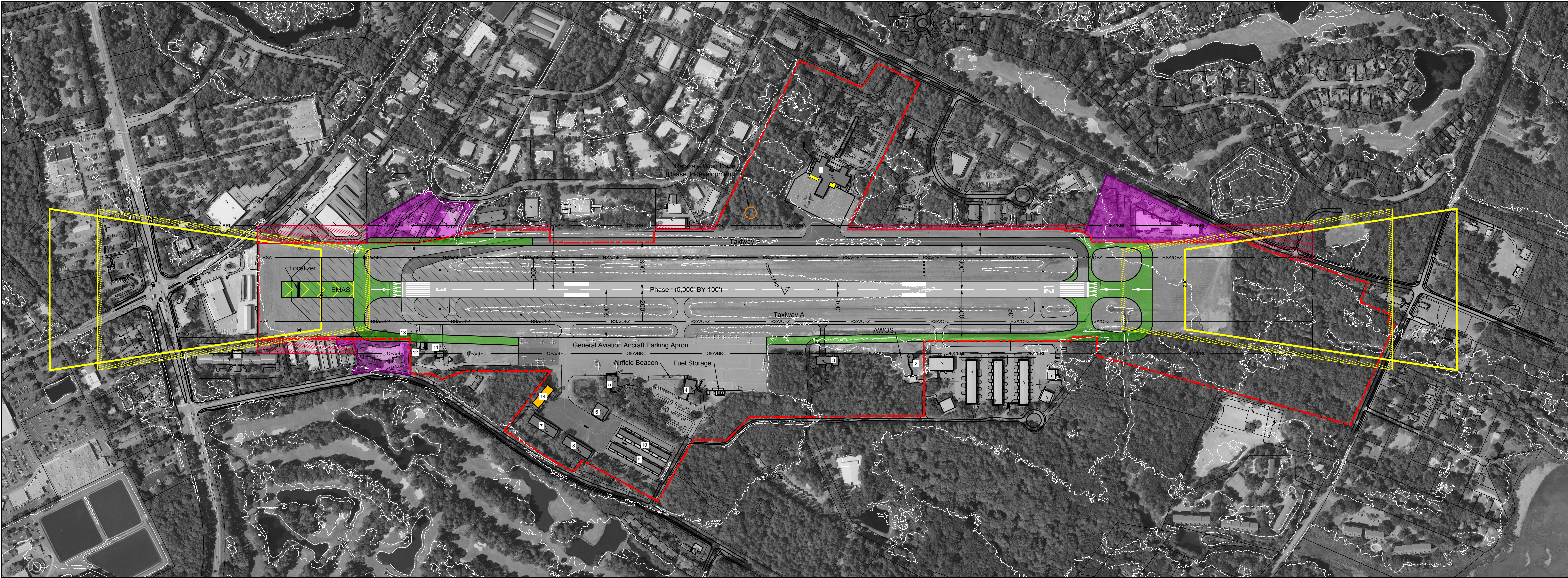
PD-1

RM-4



Vicinity Map
Map 8, Parcel 221
21 Dillon Road





LEGEND

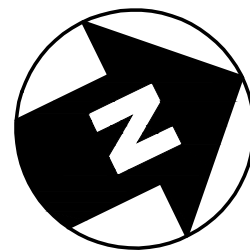
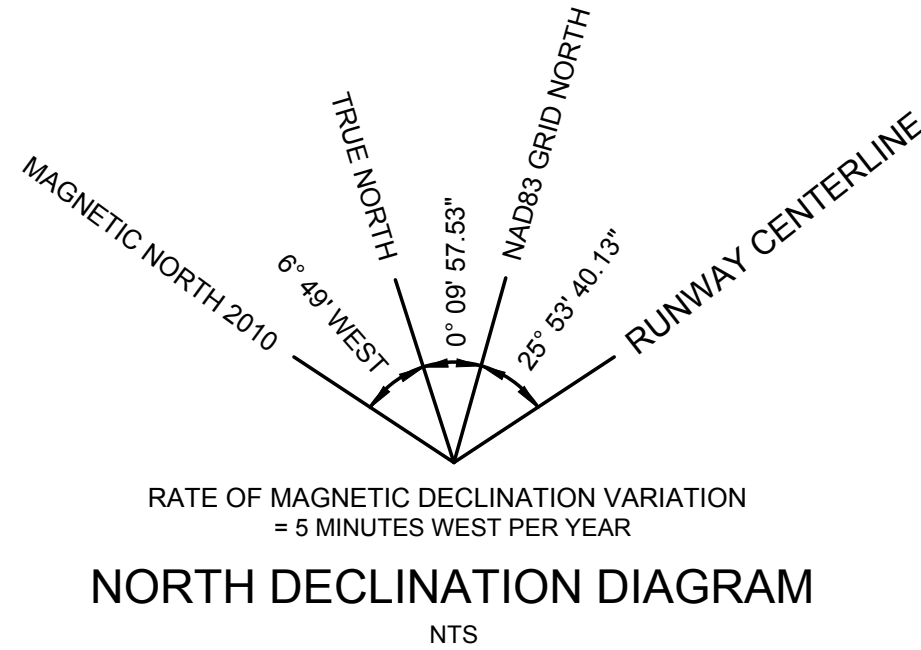
- CURRENT PHASE TERMINAL BUILDING DEVELOPMENT
- CURRENT PHASE HANGAR DEVELOPMENT
- PHASE 1 PROPERTY ACQUISITION
- PHASE 1 RUNWAY AND TAXIWAY DEVELOPMENT
- MoDS NRA # 2011-ASO-890-NRA
- PHASE 1 RUNWAY PROTECTION ZONE (RPZ)
- PHASE 1 DEPARTURE RUNWAY PROTECTION ZONE (DRPZ)
- PHASE 1 RUNWAY SAFETY AREA
- PHASE 1 RUNWAY OBJECT FREE AREA
- PHASE 1 OBJECT FREE ZONE
- PHASE 1 BUILDING RESTRICTION LINE
- PHASE 1 RUNWAY OBJECT FREE AREA/BUILDING RESTRICTION LINE
- PHASE 1 RUNWAY SAFETY AREA/OBJECT FREE ZONE
- AIRPORT PROPERTY LINE
- PHASE 1 AIRPORT PROPERTY LINE
- AIRPORT BUILDING

AIRPORT BUILDINGS

BUILDING NO.	NAME	TOP ELEVATION
1	Airport Passenger Terminal	56.8
2	Air Traffic Control Tower (ATCT)	80.7
3	Airport Rescue and Fire Fighting (ARFF)	44.0
4	Civil Air Patrol (CAP)	48.5
5	Fixed Base Operation (FBO)	50.9
6	Hangar	52.8
7	T-hangar	50.9
8	T-hangar	50.9
9	T-hangar	35.3
10	T-hangar	35.4
11	Abandoned ARFF Facility	45.6
12	Storage Building	28.9
13	Airfield Electrical Vault	30.1
14	Hangar (Under Construction)	Not Available

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICIES OF THE FAA. THE ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.



REVISION	DATE	DESCRIPTION
 HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA 120 Beach City Road Hilton Head Island, SC 29926-2704 (843) 689-5400		
Airport Layout Plan (Phase 1 Development)		
TALBERT & BRIGHT Columbia, South Carolina		
DATE: September 6, 2011	SCALE: 1 Inch = 300 Feet	SHEET: 3 OF 14

BEAUFORT COUNTY, SOUTH CAROLINA

BY: _____ DATE: _____
GARY KUBIC
COUNTY ADMINISTRATOR



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: March 6, 2018
SUBJECT: ZA-0266-2018 (Proposed Ordinance 2018-02) Rezoning of a County-owned parcel

Recommendation: The Planning Commission held a public hearing on March 7, 2018 to review ZA-0266-2018. The Planning Commission voted 7-0 to recommend forwarding ZA-0266-2018 to Town Council for approval with one change, the elimination of Animal Services from the list of proposed allowable uses.

Staff recommends that Town Council approve the proposed rezoning with the change recommended by the Planning Commission.

Summary: The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning the following property: R510 004 000 0344 0000 from LC (Light Commercial) to PD-1 (Planned Development Mixed-Use). The effect of this rezoning will be to change the allowable uses, height and density as listed below:

Proposed allowable uses

- Airfield maintenance office and storage
- Taxiway
- Community Services
- Government uses
- Contractor's office
- Other office uses
- Landscape businesses
- Auto rentals
- Taxicab services
- Warehouses
- Self-service storage

Proposed maximum allowable height

- 45' above base flood elevation (BFE)

Proposed maximum allowable density

- 10,000 GFA per net acre

Background: The subject parcel was purchased by the County in order to bring the existing parcel into conformance with FAA safety standards. A portion of the existing building located at 154 Beach City Road is located within the Object Free Area (OFA) in violation of the FAA safety standards. The nonconforming portion of the building will be removed and the remainder will be used by the Airport. The subject parcel is currently zoned LC; in order to be used by the airport for certain aviation related uses, which includes taxiways, the property must be located within a district that permits those uses. The Town worked with the County and Palmetto Hall to develop a list of development standards (uses, density and height) that would be amenable to all parties. This rezoning is in conformance with the approved Airport Master Plan.

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

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2018-#

PROPOSED ORDINANCE NO. 2018-02

AN ORDINANCE 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, LANDCAPE BUSINESSES, AUTO RENTALS, TAXICAB SERVICES, WAREHOUSE AND SELF-SERVICE STORAGE; LIMITING THE HEIGHT TO A MAXIMUM OF 45' OVER BASE FLOOD ELEVATION (BFE); LIMITING THE DENSITY TO 10,000 GFA (GROSS FLOOR AREA) PER NET ACRE AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO) and a new Official Zoning Map; and

WHEREAS, a portion of the building on the subject property was built within the Object Free Area (OFA) and is in violation of FAA safety standards; and

WHEREAS, the County purchased the property in order to demolish the portion of the building within the OFA; and

WHEREAS, the subject property must be rezoned to a district that permits certain aviation related uses; and

WHEREAS, the Town, Beaufort County and Palmetto Hall worked together to develop a list of uses that would be acceptable to both the Hilton Head Island Airport and Palmetto Hall residents; and

WHEREAS, this zoning change would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on March 7, 2018 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

WHEREAS, the Planning Commission, after consideration of the staff presentation and the criteria set forth in Section 16-2-103, voted 7-0 to recommend that Town Council approve the

proposed zoning map amendment application for the subject property with the condition that Animal Services not be an allowable use; and

WHEREAS, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcels be rezoned.

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

Section 1. Amendment. That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, be hereby amended to modify the zoning designation of 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 and 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; and limiting the height to a maximum of 45' over BFE and limiting the density to 10,000 GRA per net acre.

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

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2018.

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

David Bennett, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

Public Hearing: March 6, 2018

First Reading:

Second Reading:

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

FAX 843-842-8908

STAFF REPORT ZONING MAP AMENDMENT

Case #:	Name of Project or Development:	Public Hearing Date:
ZA 000266-2018	154 Beach City Road	March 7, 2018

Parcel Data & Location:	Applicant & Agent:
<u>Parcel ID:</u> R510 004 000 0344 0000 <u>Size:</u> 2.35 acres <u>Address:</u> 154 Beach City Road	Town of Hilton Head Island One Town Center Ct. Hilton Head Island, SC 29928
Existing Zoning District	Proposed Zoning District
LC – Light Commercial	PD-1 – Planned Development Mixed Use (Palmetto Hall Master Plan) See Attachment B, Proposed Zoning Standards

Application Summary:

The Town of Hilton Head Island is proposing to amend the Official Zoning Map by rezoning R510 004 000 0344 0000 (154 Beach City Road) from LC (Light Commercial) to PD-1 (Planned Development Mixed Use). The effect of this rezoning will be to change the allowable uses, density, height and impervious coverage requirements.

Staff Recommendation:

Staff recommends the Planning Commission find this application to be consistent with the Town's Comprehensive Plan and serves to carry out the purposes of the LMO, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Background:

The subject parcel was developed in 2003. It contains a vacant 14-unit office and storage building. Beaufort County purchased the property on May 18, 2015 as part of the plan to expand airport operations. In the Hilton Head Island Airport Master Plan (adopted October 27, 2010), the Airport Layout Plan (Phase 1 Development) (Attachment C) shows the subject parcel is one of several properties to be acquired by the Airport. A portion of the expanded taxiway will be located on the subject parcel. (Note that the Airport Layout Plan is conceptual; it doesn't show the exact locations of the proposed improvements). A portion of the existing building on the parcel will be used for an

airfield maintenance office and storage.

The property is currently zoned LC (Light Commercial). The two uses in the LMO specifically related to aviation – Aviation and Surface Transportation Uses and Aviation Services Uses – are not permitted in the LC Zoning District. In order for the airport to use or make minimal improvements to the property, it must be rezoned to a district that allows aviation-related uses.

Town staff originally proposed rezoning the parcel to the IL (Light Industrial) zoning district, which allows aviation-related uses and is compatible with the property to the south. Staff presented the proposed rezoning during the October 18, 2017 Planning Commission meeting. However, Palmetto Hall residents raised concerns regarding the uses allowed in the IL zoning district, and the Planning Commission voted 5 to 2 to recommend that the parcel not be rezoned to the IL zoning district.

Since that Planning Commission meeting, Town staff worked with Beaufort County and the Palmetto Hall Property Owners Association to find a solution that is amenable to both.

Applicant's Grounds for ZMA

The Town is pursuing a zoning map amendment to rezone the subject property to facilitate Hilton Head Island Airport operations. Plans for the property include expanding the taxiway onto a portion of the property and using a portion of the existing building for an airfield maintenance office and storage.

The proposed change in zoning will change the density, permitted uses, maximum height, and maximum impervious coverage for the parcel.

Summary of Facts and Conclusions:

Findings of Fact:

1. The application was submitted on February 5, 2018 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing on the application for the March 7, 2018 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the March 7, 2018 public hearing was published in the Island Packet on February 18, 2018.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the March 7, 2018 public hearing by first-class mail to the owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land on February 16, 2018.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on February 16, 2018 conspicuous notice of the public hearing on

the lands subject to the application.

Conclusions of Law:

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing on the application for the March 7, 2018 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing to owners of record of the properties being rezoned and to the owners of record of properties within 350 feet of the subject land 19 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing on the lands subject to the application 19 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.

Summary of Facts and Conclusions of Law:

Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):

Findings of Fact:

The Comprehensive Plan addresses this application in the following areas:

Transportation Element

Implication of the Comprehensive Plan – 9.6 Air Transportation

- Viability for future commercial airline use as part of the overall transportation system serving the Island and leveraging off the value to the community of other Island airport models.

Goal 9.6 – Air Transportation

- A. To ensure that airport operations remain safe while providing air travel to the Island.

Conclusions of Law:

1. This application is consistent with the Comprehensive Plan, as described in the Transportation Element as set forth in LMO Section 16-2-103.C.3.a.i.
2. In accordance with the Transportation Element, the proposed rezoning will allow the airport to use the property to make required facility improvements to ensure the airport operates safely.

Summary of Facts and Conclusions:

Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):

Findings of Fact:

1. The proposed rezoning will permit a variety of use types to include: airfield maintenance office and storage, taxiway, community services, government uses, contractor's office, other

<p>office uses, animal services, landscape businesses, auto rentals, taxicab services, warehouses and self-service storage.</p> <p>2. The subject area is surrounded by properties zoned LC, PD-1 and IL.</p> <p>Conclusions of Law:</p> <p>1. The proposed rezoning will allow a range of uses that are compatible with the uses allowed on other property in the vicinity per LMO 16-2-103.C.3.a.ii.</p> <p>2. The uses that would be allowed on the subject properties as a result of the rezoning will be compatible with the uses on the adjacent IL and LC zoned parcels.</p>
--

Summary of Facts and Conclusions of Law:
<p><i>Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):</i></p> <p>Finding of Fact:</p> <p>1. The proposed rezoning is appropriate for the land. The subject parcel was purchased by Beaufort County to assist in meeting goals of the FAA as they relate to the Hilton Head Island Airport.</p> <p>Conclusion of Law:</p> <p>1. The proposed zoning is appropriate for the land in accordance with LMO 16-2-103.C.a.iii.</p>

Summary of Facts and Conclusions of Law:
<p><i>Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):</i></p> <p>Finding of Fact:</p> <p>1. The subject property will be used by the County for certain operations of the Hilton Head Island Airport; to do so it must be located within a district that permits those types of uses per LMO regulations.</p> <p>Conclusion of Law:</p> <p>1. The proposed rezoning demonstrates a community need in accordance with LMO 16-2-103.C.a.iv.</p>

Summary of Facts and Conclusions of Law:
<p><i>Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):</i></p> <p>Findings of Fact:</p> <p>1. The subject property was purchased by Beaufort County for the purpose of facilitating operations at the Hilton Head Island Airport.</p> <p>2. The Phase 1 Development Airport Layout Plan (part of the Hilton Head Island Airport Master Plan as adopted by Town Council and Beaufort County Council) indicates that the subject parcel was proposed to be acquired by the Airport and that a portion of Taxiway F would be constructed on this parcel.</p> <p>Conclusion of Law:</p> <p>1. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town per LMO 16-2-103.C.3.a.v).</p>

Summary of Facts and Conclusions of Law:
<i>Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):</i>
Finding of Fact: 1. The subject parcel is proposed to be rezoned to a district that is immediately across the street from the subject parcel.
Conclusion of Law: 1. Due to the nearby proximity of other like zoned parcels, the proposed rezoning will not create an inappropriately isolated zoning district that is unrelated to adjacent and surrounding zoning districts.

Summary of Facts and Conclusions of Law:
<i>Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):</i>
Finding of Fact: 1. The property as proposed to be rezoned will allow a variety of uses. It will be used to facilitate the operations of the Hilton Head Island Airport.
Conclusion of Law: 1. The rezoning of the subject property will allow it to be put to a reasonably viable economic use in accordance with LMO Section 16-2-103.C.3.a.vii.

Summary of Facts and Conclusions of Law:
<i>Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):</i>
Finding of Fact: 1. The infrastructure, to include streets, potable water, sewerage and stormwater management, is already in place.
Conclusion of Law: 1. The proposed rezoning will result in development that will be served by available, adequate and suitable public facilities in accordance with LMO 16-2-103.C.3.a.viii. These facilities are already serving the existing property.

Summary of Facts and Conclusions of Law:
<i>Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):</i>
Finding of Fact: 1. The rezoning is appropriate given that this property is now owned by the County and was acquired for the purpose of facilitating operations at the Hilton Head Island Airport.

Conclusion of Law:

1. The proposed rezoning is appropriate for the affected area due to the fact this property is already in the process of being developed for certain airport uses that would be allowed by the rezoning in accordance with LMO Section 16-2-103.C.3.a.ix).

LMO Official Determination

Staff recommends that the Planning Commission find this application to be **consistent with the Town's Comprehensive Plan and serves to carry out the purposes of the LMO**, based on those Findings of facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** to Town Council of this application, which includes amending the Official Zoning Map.

Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.

PREPARED BY:

Teri B. Lewis, AICP
LMO Official

DATE

REVIEWED BY:

Anne Cyran, AICP
Senior Planner and Planning Commission Coordinator

DATE

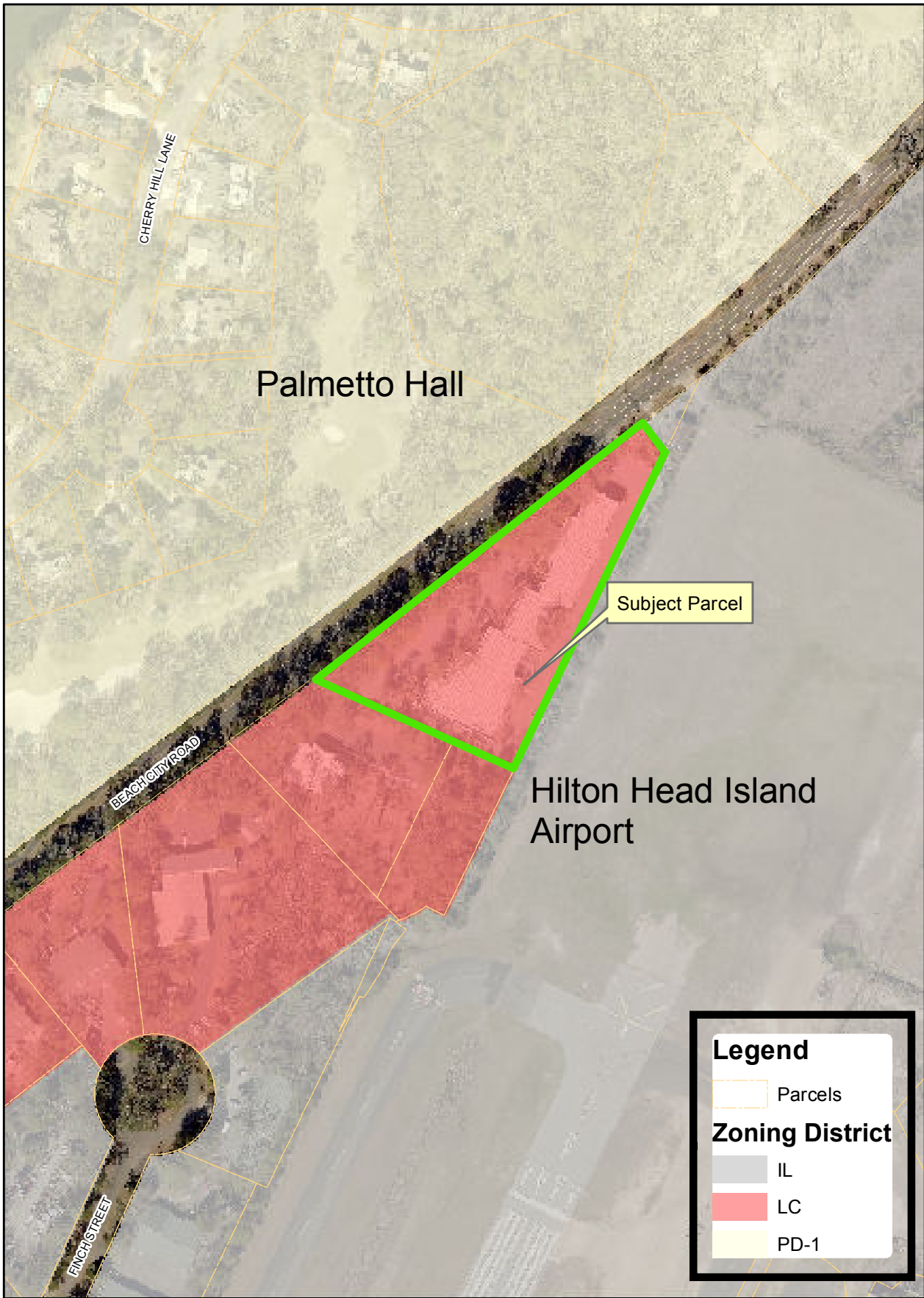
REVIEWED BY:

Shawn Colin, AICP
Deputy Director of Community Development

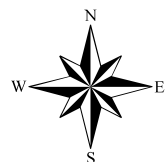
DATE

ATTACHMENTS:

- A) Vicinity Map
- B) Proposed Zoning Standards
- C) Airport Layout Plan (Phase 1)



Vicinity Map
Tax Map 4, Parcel 344



Proposed Zoning Standards

The Town is pursuing a zoning map amendment to rezone 154 Beach City Road from LC (Light Commercial) to PD-1 (Planned Development Mixed-Use). The subject parcel, R510 004 000 344 0000, is proposed to be rezoned to PD-1 as part of the Palmetto Hall master plan.

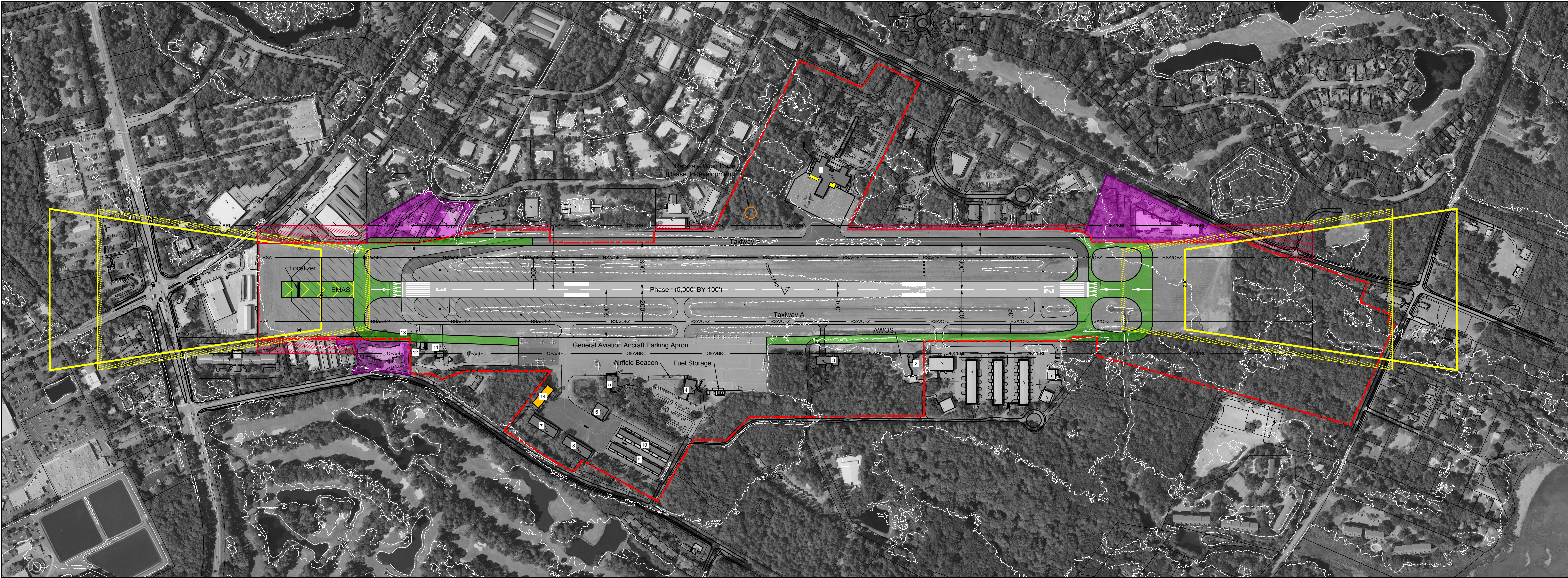
The proposed allowable uses will be those listed below.

- Airfield maintenance office and storage
- Taxiway
- Community Services
- Government uses
- Contractor's office
- Other office uses
- Animal services
- Landscape businesses
- Auto rentals
- Taxicab services
- Warehouses
- Self-service storage

The proposed maximum allowable height will be 45' above base flood elevation. Any proposed development on this site will be subject to FAA SF 7460 review.

The proposed maximum allowable density will be as follows:

- Nonresidential – 10,000 GFA per net acre



LEGEND

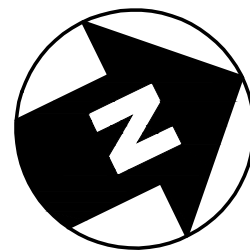
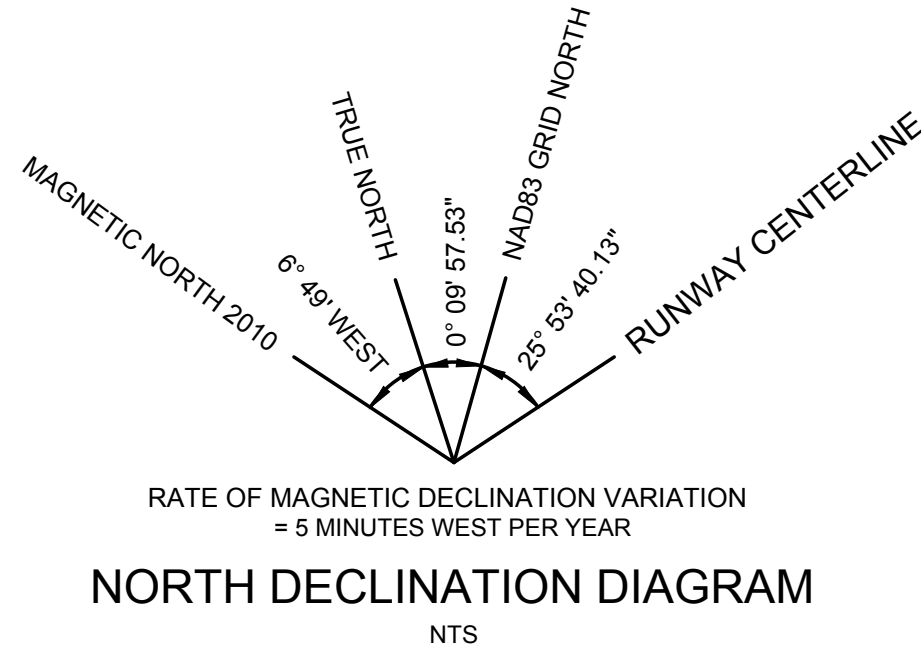
- CURRENT PHASE TERMINAL BUILDING DEVELOPMENT
- CURRENT PHASE HANGAR DEVELOPMENT
- PHASE 1 PROPERTY ACQUISITION
- PHASE 1 RUNWAY AND TAXIWAY DEVELOPMENT
- MoDS NRA # 2011-ASO-890-NRA
- PHASE 1 RUNWAY PROTECTION ZONE (RPZ)
- PHASE 1 DEPARTURE RUNWAY PROTECTION ZONE (DRPZ)
- PHASE 1 RUNWAY SAFETY AREA
- PHASE 1 RUNWAY OBJECT FREE AREA
- PHASE 1 OBJECT FREE ZONE
- PHASE 1 BUILDING RESTRICTION LINE
- PHASE 1 RUNWAY OBJECT FREE AREA/BUILDING RESTRICTION LINE
- PHASE 1 RUNWAY SAFETY AREA/OBJECT FREE ZONE
- AIRPORT PROPERTY LINE
- PHASE 1 AIRPORT PROPERTY LINE
- AIRPORT BUILDING

AIRPORT BUILDINGS

BUILDING NO.	NAME	TOP ELEVATION
1	Airport Passenger Terminal	56.8
2	Air Traffic Control Tower (ATCT)	80.7
3	Airport Rescue and Fire Fighting (ARFF)	44.0
4	Civil Air Patrol (CAP)	48.5
5	Fixed Base Operation (FBO)	50.9
6	Hangar	52.8
7	T-hangar	50.9
8	T-hangar	50.9
9	T-hangar	35.3
10	T-hangar	35.4
11	Abandoned ARFF Facility	45.6
12	Storage Building	28.9
13	Airfield Electrical Vault	30.1
14	Hangar (Under Construction)	Not Available

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICIES OF THE FAA. THE ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.



REVISION	DATE	DESCRIPTION
 HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA 120 Beach City Road Hilton Head Island, SC 29926-2704 (843) 689-5400		
Airport Layout Plan (Phase 1 Development)		
TALBERT & BRIGHT Columbia, South Carolina		
DATE: September 6, 2011	SCALE: 1 Inch = 300 Feet	SHEET: 3 OF 14

BEAUFORT COUNTY, SOUTH CAROLINA

BY: GARY KUBIC
COUNTY ADMINISTRATOR

DATE: _____

MEMORANDUM

TO: Town Council

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

RE: Proposed Ordinance Number 2018-03/Execution of a Lease with the Island Recreation Association, Inc.

DATE: March 1, 2018

CC: Gregory D. DeLoach, Esq., Assistant Town Manager for Administration
Scott Liggett, Director Public Projects & Facilities
Brian E. Hulbert, Esq., Staff Attorney

Recommendation: Staff requests that Town Council approve the Proposed Ordinance Number 2018- 03, authorizing the execution of a lease with the Island Recreation Association, Inc.

Summary: This Ordinance would authorize the Mayor and the Town Manager to execute a lease with the Island Recreation Association, Inc., for Town property which is located at Suite L of 58 Shelter Cove Lane. The current lease expires on June 30, 2018. This lease would be for a second term of 5 years. The property would continue to be used as the Hilton Head Island Senior Center.

Background: The Town currently has a lease in place with the Island Recreation Association, Inc., for space to house the Hilton Head Island Senior Center. The Town acquired this property in 2012 and leased it in 2013 to the Island Recreation Association for use as a Senior Center.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2018-03

AN ORDINANCE 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.

WHEREAS, the Town of Hilton Head Island, South Carolina, owns a parcel of real property which is more particularly and known as described as Suite L, 58 Shelter Cove Lane, Hilton Head Island, South Carolina; and

WHEREAS, the Island Recreation Association, Inc., desires to use and occupy the Town Property located at Suite L, 58 Shelter Cove lane for purposes of a Senior Center; 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 the Island Recreation Association, Inc., for its use and occupation of Town Property located at Suite L, 58 Shelter Cove Lane.

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

Section 1 Execution of Lease.

- (a) The Mayor and Town Manager are hereby authorized to execute and deliver the "Lease" which is attached hereto as Exhibit "A"; and
- (b) The Mayor and Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the execution of the Lease as authorized hereby.

Section 2 Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall no affect the validity of the remaining portions thereof.

Section 3 Effective Date. This Ordinance shall be effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2018**

By: _____
David Bennett, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____
Second Reading: _____

APPROVED AS TO FORM:

Gregory M. Alford, Town Attorney

Introduced by Council Member: _____

LEASE OF SUITE L OF
58 SHELTER COVE LANE

BY AND BETWEEN

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,

AND

THE ISLAND RECREATION ASSOCIATION, INC.,
A SOUTH CAROLINA NON-PROFIT CORPORATION

DATED THIS ____ DAY OF _____, 2018

TABLE OF CONTENTS

LEASED PREMISES.....	Page 1
TERM.....	Page 1
RENT.....	Page 2
USE AND COMPLIANCE.....	Page 2
PERMITTED USE.....	Page 2
COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.....	Page 2
THE LESSEE’S DUTY TO MAINTAIN AND REPAIR.....	Page 2
REPAIRS TO LEASED PREMISES.....	Page 2
LESSOR NOT LIABLE.....	Page 3
LESSOR REPRESENTATIONS.....	Page 3
ZONING.....	Page 3
QUIET ENJOYMENT.....	Page 3
SURRENDER OF LEASED PREMISES.....	Page 3
LESSOR’S RIGHT OF ENTRY.....	Page 4
UTILITIES.....	Page 4
UTILITY CONNECTIONS.....	Page 4
ARRANGEMENT AND PAYMENT FOR UTILITIES.....	Page 4
SIGNS.....	Page 4
CONTROL OF LEASED PREMISES.....	Page 4
THE LESSEE’S EXCLUSIVE CONTROL.....	Page 4
SURVIVAL.....	Page 4
DAMAGE OR DESTRUCTION OF LEASED PREMISES.....	Page 4
DESTRUCTION OF LEASED PREMISES.....	Page 4
DAMAGE TO THE LEASED PREMISES.....	Page 5
EMINENT DOMAIN.....	Page 5
TERMINATION OF LEASE.....	Page 5
NOTICE OF ELECTION.....	Page 5
CONDEMNATION.....	Page 5
SUBLETTING PROHIBITED.....	Page 5
DEFAULT OF LESSEE.....	Page 6
FAILURE TO PAY RENT OR MONEY DUE.....	Page 6

VIOLATION OF LEASE.....	Page 6
ABANDONMENT OF LEASED PREMISES.....	Page 6
DISSOLUTION.....	Page 6
WARRANTIES AND REPRESENTATIONS.....	Page 6
DEFAULT OF THE LESSOR.....	Page 6
RIGHTS OF THE PARTIES ON DEFAULT.....	Page 6
ALL REMEDIES PRESERVED.....	Page 6
ATTORNEY’S FEES AND COSTS.....	Page 6
INTERPRETATION.....	Page 6
NO WAIVER.....	Page 7
MECHANIC’S LIENS OR OTHER LIENS.....	Page 7
ESTOPPEL CERTIFICATES.....	Page 7
WAIVER OF JURY TRIAL.....	Page 7
HAZARDOUS MATERIALS.....	Page 8
HAZARDOUS MATERIALS PROHIBITED.....	Page 8
LESSOR’S RIGHTS.....	Page 8
INDEMNIFICATION.....	Page 8
SURVIVAL.....	Page 8
MISCELLANEOUS.....	Page 8
BINDING EFFECT.....	Page 8
ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS.....	Page 8
SEVERABILITY.....	Page 8
EXECUTION OF COUNTERPARTS.....	Page 8
APPLICABLE LAW.....	Page 9
CAPTIONS.....	Page 9
RECORDING PROHIBITED.....	Page 9
PLURAL/SINGULAR.....	Page 9
NO THIRD PARTY BENEFICIARIES.....	Page 9
NOTICES.....	Page 9
SURVIVAL.....	Page 9
FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS.....	Page 9

Lease shall become one from month to month, terminable by either party on thirty (30) days' prior written notice. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease.

3. RENT:

The following Rent schedule is based on an annual Rent rate of One and 00/100 (\$1.00) Dollar. The Rent shall be payable in equal yearly payments, in advance, beginning on the Commencement Date, and thereafter, on the first (1st) day of every year throughout the entire Lease Term.

4. USE AND COMPLIANCE:

(a) PERMITTED USE: The Lessee shall continuously occupy and use the Leased Premises as the Hilton Head Island Senior Center (herein, the "Permitted Use"), to include all normal daily operations of the Hilton Head Island Senior Center, unless the written consent of the Town is first obtained for any other use. The Leased Premises shall not be used for any use other than the Permitted Use, or which is disreputable, creates extraordinary fire hazards, results in an increased rate of insurance on the Building, or the contents therein, or for the storage of any Hazardous Materials as defined herein (other than those which might be used in the ordinary course of the Lessee's Permitted Use, and then only in compliance with all applicable laws related thereto).

(b) COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: The Lessee shall comply with all applicable statutes, ordinances, rules, covenants, restrictions, and regulations relating to the use, condition, access to, and occupancy of the Leased Premises and shall maintain the Leased Premises free of trash, litter, and debris, and in a clean and sightly condition.

5. THE LESSEE'S DUTY TO MAINTAIN AND REPAIR:

(a) REPAIRS TO LEASED PREMISES: Except for repairs to be performed by the Lessor, the Lessee shall keep and maintain the Leased Premises in good order, condition, and repair (including any replacement and restoration as is required for that purpose), and every part thereof and any and all appurtenances thereto wherever located, including, without limitation: the foundation, exterior walls, and roof of the building in which the Leased Premises are located, and the structural portions of the Leased Premises; the exterior and interior portion of all doors and plate glass; all plumbing and sewage facilities with the Leased Premises, including the free flow of and to the main sewer line; fixtures; heating and air-conditioning and electrical systems premises serving the Leased Premises exclusively; sprinkler systems; wall, floor, and ceilings applicable to the Leased Premises; and all installations made by the Lessee under the terms of this Lease and any Exhibits thereto, as herein provided. The Lessee shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Lessor's prior written consent. Any and all roof penetrations must first be approved by and coordinated through the Lessor, in order not to void any warranties on the roof coverings. The Lessee shall save the Lessor harmless on account of claims for mechanics or materialmen's liens, or any other lien, in connection with any work performed by the Lessee, and any such liens shall exist only against the Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days of filing and service of thereof. The Lessee shall keep and maintain the Leased Premises in accordance with all directions, rules, and regulations of the proper officials of any government or other agency having jurisdiction over the Building, at the sole cost and expense of the Lessee, and the Lessee shall comply with all requirements of law, statute, ordinance,

covenants, restrictions or otherwise, governing the use of the Leased Premises and all appurtenances thereto. The Lessee shall maintain the heating and air-conditioning systems for the Leased Premises and shall pay for all repairs that do not exceed five hundred dollars (\$500.00) per occurrence. Any repairs, on any single occurrence, over five hundred dollars (\$500.00) shall be paid by the Lessor (less five hundred dollars (\$500.00) from the Lessee), unless the cause of the repair or replacement is due to Lessee's action(s) or omission(s), which would then cause the Lessee to be liable for the total cost of the repair or replacement. The Lessor shall have the right, but not the obligation, to enter the Leased Premises to repair, replace, maintain or restore, at Lessee's expense, any items which the Lessee is responsible for maintaining, repairing, restoring, or replacing under this Article 6 and for which Lessee has failed to perform hereunder. The Lessee shall reimburse the Lessor within thirty (30) days from the written demand by the Lessor for any cost or expense plus an administrative fee not to exceed eighteen (18%) percent of such cost of expense.

(b) LESSOR NOT LIABLE: The Lessor shall not be liable for any loss or damage to the Lessee's personal property, equipment, fixtures, and improvements to the Leased Premises.

6. LESSOR REPRESENTATIONS:

(a) ZONING: The Lessor hereby warrants and represents that the Leased Premises are properly zoned for the Lessee's Permitted Use(s) and that the Lessee's Permitted Use(s) thereof is permitted upon the Leased Premises.

(b) QUIET ENJOYMENT: The Lessor warrants and covenants that, if Lessee shall perform all of the covenants and agreements as stipulated in this Lease to be performed on the part of the Lessee, the Lessee at all times during the Lease Term shall have exclusive, peaceable, and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from anyone claiming by, through, or under the Lessor.

7. SURRENDER OF LEASED PREMISES:

On or before the Expiration Date, or upon earlier termination of its interest in the Leased Premises as provided herein, the Lessee shall peaceably surrender possession of the Leased Premises to the Lessor with all improvements located therein, in good repair and in the same condition in which delivered to the Lessee, ordinary wear and tear excepted, and the Lessee shall deliver to the Lessor all keys to the Leased Premises. Regardless of the foregoing, at any time prior to the expiration of the Lease Term, the Lessee may, at its cost and expense, remove in a careful manner any unattached trade fixtures, furniture, and personal property placed within the Leased Premises by the Lessee during the Lease Term, and prior to such expiration shall repair any damage caused to the Leased Premises by such removal. All items not so removed shall, at the Lessor's option, be deemed to have been abandoned by the Lessee and may be destroyed or otherwise disposed of by the Lessor without notice to the Lessee, and without any obligation to account for such items, or liability to the Lessee therefore. The provisions of this Article of the Lease shall survive the expiration or termination of this Lease.

8. LESSOR'S RIGHT OF ENTRY:

The Lessor or its employees/agents may enter the Leased Premises at any mutually agreeable time for the purpose of inspecting or maintaining the Leased Premises. In the event of an emergency, however, the Lessor or its employees/agents may enter the Leased Premises without consent or agreement of the Lessee. Keys for this purpose must be held by the Lessor or its employees/agents. In the event that the Lessee desires to change or alter any locks to the Leased Premises, the Lessee will notify the Lessor of the Lessee's request, and the Lessor or the Lessor's employee(s)/agent(s) will have the locks changed or altered at the Lessee's expense.

9. UTILITIES:

(a) UTILITY CONNECTIONS: The Lessor shall at all times cause or make available to the Building for the use of the Lessee, connections for adequate water, electric, gas, telephone, and sewage.

(b) ARRANGEMENT AND PAYMENT FOR UTILITIES: The Lessee shall arrange for the provision of all utilities to be furnished to the Leased Premises during the term of the Lease. The Lessee shall pay for its own telephone, internet, janitorial, cable TV, water, sewage, garbage disposal, electricity services, and any other utility services for the Leased Premises. The Lessor shall have no obligation to provide or pay for any utility service in connection with the Leased Premises.

10. SIGNS:

The Lessee shall not erect any signs or advertisements on any exterior door, wall, or window of the Leased Premises, Building, or the "On Premises" sign located near U.S. Highway 278 without the prior written consent of the Lessor. If the Lessor approves any such signage, all related costs for the installation and fabrication for the signage shall be the sole financial responsibility of the Lessee. The Lessee agrees to maintain such signs as approved by the Lessor in good condition and repair. Any such sign shall otherwise comply all requirements of any law, statute, ordinance, covenants, restrictions, or otherwise, governing the use of the Leased Premises.

11. CONTROL OF THE LEASED PREMISES:

(a) THE LESSEE'S EXCLUSIVE CONTROL: The Lessee warrants and represents that during any Term of this Lease, the daily operations, use, and occupancy of the Leased Premises shall be under the sole and exclusive control of the Lessee.

(b) SURVIVAL: The warranties and representations set forth in this Article shall survive the expiration, cancellation, or termination of this Lease.

12. DAMAGE OR DESTRUCTION OF THE LEASED PREMISES:

(a) DESTRUCTION OF LEASED PREMISES: In the event that the Leased Premises are destroyed, or that damage to the Leased Premises is so extensive that restoration or repairs cannot be accomplished within ninety (90) days, as certified by the opinion of the Building Official of the Town of Hilton Head Island, South Carolina, then the Lessee or the Lessor may terminate this Lease by giving the other written notice before any restoration or repair is commenced, and in that event, any applicable insurance proceeds shall be paid to the Lessor.

(b) **DAMAGE TO THE LEASED PREMISES:** In the event of an insured loss and subject to the termination provisions set forth herein, the Lessor shall repair or restore the Building to as good a condition as existed before such damage occurred, to the extent of any available insurance proceeds. Should the Lessor provide the Lessee with the opinion of an experienced insurance adjuster that such insurance proceeds will not be sufficient to pay for such repairs or restoration, then the Lessor or the Lessee may terminate this Lease by written notice, in which event all insurance proceeds will be paid to the Lessor.

13. **EMINENT DOMAIN:**

(a) **TERMINATION OF LEASE:** If any portion of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat or initiation of exercise of the right of eminent domain, this Lease shall terminate upon the election of either Party, effective on the date possession of the Leased Premises, or any portion thereof, is taken by the condemning authority or private purchaser as aforesaid. In the case of such partial condemnation and an election by the Parties hereto not to terminate this Lease, then the Rent payable hereunder shall, during the unexpired portion of the Lease, be pro-rated, based upon percentage of square feet of the Leased Premises so taken, of the whole of the Leased Premises stated in this Lease. The Lessor shall promptly provide the Lessee a copy of any and all notices from any such condemning authority, or private purchaser as mentioned above, respecting any requirements that the Lessor surrendered its right to all or any portion of the Leased Premises pursuant to this Article.

(b) **NOTICE OF ELECTION:** Any notice of election by the Lessee to terminate this Lease as provided in this Article shall be given by the Lessee to the Lessor within thirty (30) days after written notice by the Lessor to the Lessee as provided in this Article, or within thirty (30) days after receipt by Lessee of actual knowledge of any requirement that the Lessor surrendered its right to possession to all or any part of the Leased Premises, whichever shall first occur. In the event this Lease is not terminated pursuant to this Article, after taking of a portion of the Leased Premises, the Lessor shall make such reasonable repairs or alterations as may be necessary to make the structure of the Leased Premises and architectural whole, and this Lease shall thereafter be in full force and effect, as provided herein.

(c) **CONDEMNATION:** Any payment or award from the condemning authority shall be the property of the Lessor.

14. **SUBLETTING PROHIBITED:**

Lessee shall not sublet all or any portion of the Leased Premises, or assign or otherwise transfer any of its rights under this Lease, in whole or in part, to any third party without the prior written consent of the Lessor. Any and all documents utilized by the Lessee to evidence any subletting or assignment to which the Lessor has consented shall be subject to prior written approval by the Lessor and its counsel.

15. **DEFAULT OF LESSEE:**

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

(a) **FAILURE TO PAY RENT FOR MONEY DUE:** If the Lessee shall fail to pay any payment of Rent, or any other sum of money due and payable under this Lease, whether to the Lessor or otherwise, when due and payable, and such failure shall continue for a period of ten (10) days from the due date thereof;

(b) **VIOLATION OF LEASE:** If the Lessee shall violate any term of this Lease, or fail to perform any term, condition, covenant, obligation, or agreement to be performed or observed by the Lessee under this Lease, and such failure shall continue for a period of thirty (30) days after the delivery of written notice thereof;

(c) **ABANDONMENT OF LEASED PREMISES:** If the Lessee shall desert, vacate, or not regularly use the Leased Premises for a period of thirty (30) days or more, even though the Lessee continues to timely pay all Rent Payments when due;

(d) **DISSOLUTION:** The dissolution of the Lessee for any reason; or

(e) **WARRANTIES AND REPRESENTATIONS:** Any of the representations or warranties of Lessee as set forth in this Lease are or become untrue or incorrect in any material respect during the term of this Lease.

16. **DEFAULT OF THE LESSOR:**

Occurrence of any of the following shall constitute a Default under the terms of this Lease:

(a) If the Lessor should fail to perform or observe any of the conditions or terms of this Lease, and such failure to perform or observe shall continue for a period of thirty (30) days after written notice to the Lessor by the Lessee of such.

17. **RIGHTS OF THE PARTIES ON DEFAULT:**

(a) **ALL REMEDIES PRESERVED:** Upon Default of the other Party, the Lessor or the Lessee, as the case may be, shall be entitled to pursue any remedy at law or in equity available to it.

(b) **ATTORNEY'S FEES AND COSTS:** If any legal action or other proceeding is brought for the enforcement of this Lease, or because of a dispute, breach, default, or misrepresentation in connection with all or any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such legal action or other proceeding, whether incurred before the institution of a suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which prevailing party may be entitled.

18. **INTERPRETATION:**

The Lessee acknowledges that the Lessee has reviewed and agreed to all the terms and provisions of this Lease and that the Lessee has had a full opportunity to consult with an attorney of the Lessee's choosing concerning the legal consequences of entering into this Lease with the Lessor. As a result of the foregoing, it is the intent of the Parties hereto that this Lease shall not be construed or interpreted against either Party in any dispute concerning any term or provision of this Lease.

19. NO WAIVER:

The Lessor's acceptance of any payment of Rent following any Default by the Lessee shall not waive the Lessor's rights regarding such a Default. No waiver by the Lessor of any violation or breach of any of the terms contained in this Lease shall waive the Lessor's rights regarding any future violation of such term, or any violation of any other term contained within this Lease. The Lessor's acceptance of any partial payment of Rent shall not waive the Lessor's rights with regard to the remaining portion of the Rent regardless of any endorsement or other statement on any instrument delivered in payment of Rent, or any writing delivered to the Town in connection therewith. Accordingly, the Lessor's acceptance of any partial payment as required by this Lease shall not constitute an accord and satisfaction with respect to the full amount of any such payment.

20. MECHANIC'S LIENS OR OTHER LIENS:

The Lessee shall have no power to subject the Leased Premises or the Lessor's interest in the Leased Premises to any mechanic's lien or any other lien. If any mechanic's lien or other lien or order for the payment of money shall be filed against the Leased Premises by reason of, or arising out of, any labor or material furnished or alleged to have been furnished or to be furnished to or on behalf of the Lessee at the Leased Premises, or for or by reason of any change, alteration, or addition or the cost or expense thereof or any contract relating thereto, the Lessee shall cause the same to be discharged of record against the Leased Premises by bond or otherwise as allowed by law at the sole expense of the Lessee, within thirty (30) days after written demand therefore by the Lessor, and shall also defend on behalf of the Lessor at the Lessee's sole cost and expense, any action, suit, or proceeding that may be brought thereon or for the enforcement of any such lien or order, and the Lessee shall save the Lessor harmless from any judgment, claim, or damage resulting therefrom.

21. ESTOPPEL CERTIFICATES:

The Lessee agrees that at any time and from time to time upon not less than ten (10) days prior written request by the Lessor, to execute, acknowledge, and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating modifications), and the dates to which the Rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied on by any prospective purchaser or purchasers of the Lessor's interest in the Building or the Leased Premises.

22. WAIVER OF JURY TRIAL:

TO THE EXTENT PERMITTED BY LAW, THE LESSOR AND THE LESSEE EACH AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING IN CONNECTION WITH THIS LEASE, OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO.

23. HAZARDOUS MATERIALS:

(a) **HAZARDOUS MATERIALS PROHIBITED:** The Lessee shall not cause or permit any hazardous materials to be brought upon, kept, or used in or about the Leased Premises (other than in the ordinary course of the Lessee's Permitted Use, and then only in compliance with any and all applicable laws) without the prior written consent of the Lessor, which consent may be withheld by the Lessor for any reason. "Hazardous Materials" shall mean any substance, material, or waste which is now or hereafter classified and/or considered to be hazardous, toxic, or dangerous, under any law or regulation relating to pollution or the protection or regulation of human health, natural resources, or the environment, or which opposes or threatens to pose a hazard to the health or safety of any person on or about the Leased Premises or the Building.

(b) **LESSOR'S RIGHTS:** If the Lessee breaches its obligations under this Article, the Lessor may, but is not obligated to, immediately take, at the Lessee's expense, any and all actions reasonably appropriate to remedy the same, including taking any appropriate actions to clean up or remediate any contamination resulting from the Lessee's use, generation, storage, or disposal of any Hazardous Materials.

(c) **INDEMNIFICATION:** The Lessee shall indemnify the Lessor and pay the cost of any cleanup or remediation and shall defend the Lessor, and hold the Lessor harmless from any claims, judgments, damages, penalties, fines, or losses which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of any Hazardous Materials in, on, or under the Leased Premises, or within the Building, which Hazardous Materials were brought upon, kept, or used in or about the Leased Premises or the Building, by the Lessee. This indemnity provision shall survive the termination or expiration of this Lease.

(d) **SURVIVAL:** The obligations of the Lessee as set forth in this Article shall survive the expiration, cancellation, or termination of this Lease.

24. **MISCELLANEOUS:**

(a) **BINDING EFFECT:** This Lease shall inure to the benefit of and shall be binding upon the Lessor and Lessee and their respective successors and assigns, if any are permitted hereunder.

(b) **ENTIRE AGREEMENT/AMENDMENT AND MODIFICATIONS:** This Lease supersedes all prior discussions and agreements between the Parties with respect to the Leased Premises and all other matters contained herein, and constitutes the sole and entire agreement and understanding between the Lessor and Lessee with respect to the Lease of the Leased Premises. This Lease shall not be modified or amended except by an instrument in writing signed by the Lessor and the Lessee.

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

(d) **EXECUTION IN COUNTERPARTS:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(e) **APPLICABLE LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

(f) CAPTIONS: The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Articles of this Lease.

(g) RECORDING PROHIBITED: The Parties hereto may not record this Lease in the Office of the Register of Deed for Beaufort County, South Carolina.

(h) PLURAL/SINGULAR: Where appropriate, the use of the singular herein shall include and be deemed to be the plural and the use of the plural herein shall be deemed to include the singular.

(i) NO THIRD PARTY BENEFICIARIES: The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(j) NOTICES: All notices, applications, requests, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the Parties:

To the Lessor: THE TOWN OF HILTON HEAD ISLAND
Stephen G. Riley, Town Manager
One Town Center Court
Hilton Head Island, SC 29928

With Copy to: Gregory M. Alford, Esq.
ALFORD LAW FIRM, LLC
Post Office Drawer 8008
Hilton Head Island, SC 29938-8008

To the Lessee: ISLAND RECREATION ASSOCIATION, INC.
Frank Soule, Executive Director
P.O. Box 22593
Hilton Head Island, SC 29925

(k) SURVIVAL: The obligations of the Lessee as set forth in this Lease shall survive the expiration, cancellation, or termination of this Lease, whether or not expressly stated with respect to any specific obligation.

(l) FURTHER ASSURANCES AND CORRECTIVE DOCUMENTS: The Lessor and Lessee agree to do, execute, acknowledge, deliver, or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Lease and give effect hereto. The Lessor and Lessee agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary, either before or after the execution, cancellation, or termination of this Lease.

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina and Island Recreation Association, Inc. have, or have caused their duly authorized officers and representatives to, execute this Lease as of the date and year first above written.

WITNESSES:

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

By: _____
David Bennett, Mayor

Attest: _____
Stephen G. Riley, Town Manager

ISLAND RECREATION ASSOCIATION, INC.

By: _____

Its: _____



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: Jennifer Ray, ASLA, *Planning and Special Projects Manager*
DATE: March 8, 2018
SUBJECT: Gullah-Geechee Land & Cultural Preservation Task Force
Recommendations

Recommendation: That Town Council approve the attached Gullah-Geechee Land & Cultural Preservation Task Force (Task Force) recommendations (Exhibit A) as recommended by the Public Planning Committee.

Summary: Exhibit A details four recommendations from the Task Force including a Town staff position to serve as a liaison to the Gullah community, a partnership with the Native Island Business & Community Affairs Association (NIBCAA) for education, investigation of possible Land Management Ordinance (LMO) changes to address concerns of the Gullah community, and investigation of options to resolve fairness in taxation.

Background: On June 20, 2017, Town Council approved a Resolution creating the Gullah-Geechee Land & Cultural Preservation Task Force with their goal being:

- To identify and assist in the preservation of Gullah/Geechee culture for the purpose of detecting and resolving issues specific to this community, including, without limitation, heirs property and land use, economic and sustainability issues, and education of the community.

The Task Force began meeting in July of 2017 to draft their Mission and scope of work, which was adopted on September 6, 2017.

The Task Force met on October 24, 2017, and approved the attached set of four recommendations. These recommendations were approved by the Planning Commission at their November 1, 2017 meeting. The Chairman of the Task Force then made a presentation to Town Council on November 7, 2017 which included a brief on these recommendations.

The Public Planning Committee met on February 22, 2018 and voted 3-0-0 to recommend that Town Council approve the Task Force recommendations.

Exhibit A

Gullah-Geechee Land and Cultural Preservation Task Force Recommendations

1. The Town create a position within the Community Development Department to manage the Gullah-Geechee program and act as a Town liaison to represent the Gullah-Geechee Native Island community. This position would work toward the resolution of the following objectives:
 - a. Continue to make infrastructure a priority for areas that are not currently served by water, sewer, paved roads, drainage, and fire hydrants.
 - b. Take advantage of existing resources which have experience dealing with heirs property and similar issues (i.e. Center for Heirs Property, Pan-African Family Empowerment & Land Preservation Network, Inc., and Penn Center).
 - c. Establish on-going regularly scheduled workshops throughout the community to apprise residents of available resources and to provide a forum for property and cultural issues.
 - d. Establish the Town as a resource center for Gullah-Geechee Land & Cultural Preservation (i.e. R/UDAT, Response to the R/UDAT, and the Ward One Master Plan).
 - e. Establish resources from local organizations to assist Gullah-Geechee Native Islanders with legal, property, or financial issues related to their property or culture (i.e. NIBCAA, Hilton Head Realtors Association, and Financial Institutions).
 - f. Identify and support existing cultural preservation organizations including their programs and resources (i.e. Mitchelville Preservation Project, Gullah Museum, NIBCAA & the Gullah Celebration, and Gullah-Geechee Consortium of Beaufort County).
2. The Town create a partnership with the Native Island Business and Community Affairs Association (NIBCAA) to participate in the annual Gullah Celebration each year in February to provide an educational workshop on Gullah-Geechee Native Island issues.
3. Investigate possible Land Management Ordinance (LMO) changes to resolve issues dealing with heirs property and other issues raised by the Gullah-Geechee Native Island community. This would include the possibility of creating a Gullah Preservation Overlay District. To accomplish this a consultant or attorney may need to be hired.
4. Investigate options to resolve fairness in taxation.