



Town of Hilton Head Island

Community Development and Public Services Committee Meeting

Monday, February 9, 2026, 1:00 PM
1 Town Center Court, Hilton Head Island, SC
Benjamin M. Racusin Council Chambers

The meeting can be viewed on the [Town's YouTube Channel](#), the [Beaufort County Channel](#), and Spectrum Channel 1304.

1. **Call to Order**
2. **Pledge to the Flag**
3. **Adoption of the Agenda**
4. **Approval of the Minutes**
 - a. Regular Meeting Minutes of December 15, 2025
5. **New Business**
 - a. Consideration of a Resolution of the Town of Hilton Head Island Town Council Approving Rental Locations Proposed by Shore Beach Services for 2026 Beach Season - Ben Brown, Strategic Initiatives Director
6. **Public Comment - Non Agenda Items**
7. **Adjournment**

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.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Hilton Head Island will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Hilton Head Island ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

Municipal Association of South Carolina (MASC) Civility Pledge:

“I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city or town.”



Town of Hilton Head Island
COMMUNITY DEVELOPMENT AND PUBLIC
SERVICES COMMITTEE MEETING
Monday, December 15, 2025, 10:00 AM
Minutes

Call to Order

Chair Becker called the meeting to order at 10:00 a.m.

Committee Members present: Tammy Becker, Chair, Ward 4; Steve Alfred, Ward 5

Committee Members absent: Steve DeSimone, Ward 3

Others Present: Kim Gammon, Town Clerk; Curtis Coltrane, Town Attorney (via Microsoft Teams)

Adoption of the Agenda

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 2-0.

Approval of the Minutes

Special Meeting Minutes of October 7, 2025

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 2-0.

Regular Meeting Minutes of November 17, 2025

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 2-0.

Special Meeting Minutes of November 19, 2025

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 2-0.

Public Comment - Non Agenda Items

None.

Unfinished Business

Discussion Regarding the Holiday Homes Neighborhood Character Overlay District Amendment Request - Shawn Leininger, Deputy Town Manager

Shawn Leininger provided the following information to the Committee.

Properties within the Holiday Homes neighborhood are zoned Residential Single-Family-6 Zoning District with the Holiday Homes Neighborhood Character Overlay District. The purpose of the overlay is to provide additional zoning regulations that support the desired character of the neighborhood. These additional regulations are related to setbacks, buffers, impervious coverage, floor area ratio, parking, and minimum lot size.

In March and April of this year, three building permits were submitted and approved for the construction of new single-family homes on Oleander Street in the Holiday Homes neighborhood. Each home complies with the standards of the Residential Single-Family-6 Zoning District and the Holiday Homes Neighborhood Character Overlay District.

Multiple residents of the neighborhood have expressed concerns with the effectiveness of the overlay to provide development outcomes that reflect the character of the neighborhood. As a result, neighborhood residents requested the Town amend the Holiday Homes Neighborhood Character Overlay District.

Holiday Homes neighborhood residents have requested proposed zoning amendments that more closely align with existing protective covenants that were shared with the Town on June 12, 2025. Among other items, these protective covenants, adopted in 1957, require homes to be single-family detached homes, not more than 2-1/2 stories in height, and garages shall not be for more than two cars. However, these covenants do not establish a property owners association for enforcement. As a result, enforcement is left to each individual property owner.

As requested, these amendments attempt to provide new and more restrictive land management regulations to better control the mass and scale of homes in accordance with the protective covenants. It is important to note that reductions in requirements, such as those proposed by this request, can result in existing homes not being compliant and becoming non-conforming to the regulations.

Town staff have preliminarily identified the following impacts that may result from the proposed amendment.

1. Side Setback. No lots have less than 50 feet of street frontage or less than 0.15 acres of area. As a result, there would be no impact from the removal of this exception.
2. Driveway Buffer Width. Town staff have attempted to measure driveway buffer widths using aerial images. While this effort is significantly limited by tree canopy coverage limits, there is at least one driveway that will become non-conforming by the reduction in driveway buffer width.
3. Impervious Coverage. Based on available GIS data, there are approximately 14 properties that do not comply with the current 50% maximum impervious coverage amount. Reducing maximum impervious coverage to 45%, increases nonconforming properties to 21.
4. Floor Area Ratio. Currently all homes meet the floor area ratio. The proposed amendment would eliminate the exclusion of enclosed areas located below the base flood elevation used for parking or storage from the gross floor area calculation. If applicable, this change would increase the floor area ratio potentially making the home non-compliant. Given the age of the

neighborhood, permit and elevation data are not available for many homes. However, based on GIS data, nearly all homes within the neighborhood appear to be below the base flood elevation, 13 feet mean sea level. This amendment could result in some homes becoming non-compliant with the floor area ratio.

5. Maximum Gross Floor Area. Currently all homes meet the maximum gross floor area ratio. According to County Assessor and building permit gross floor area data, the reduction of the maximum area from 4,000 to 3,200 would result in at least one home becoming non-compliant. The removal of the exclusion for enclosed areas located below the base flood elevation used for parking or storage would result in approximately 7 homes becoming non-compliant. Further, those homes with areas near the 3,200 square feet threshold would be limited in their ability to expand in the future.

6. Garage Parking. Although this is a private covenant restriction, this would be a new zoning requirement. Establishing a maximum number of 2 garage spaces would result in at least 3 homes becoming non-compliant.

7. Maximum Building Height. Based on available data, all homes appear to meet the maximum height requirement of 35 feet. However, it appears at least 6 homes will become non-compliant if the maximum building height were reduced to 30 feet.

8. Maximum Number of Stories. Although this is a private covenant restriction, this would be a new zoning requirement. Establishing a maximum number of 2-1/2 stories would result in 6 homes becoming non-compliant.

Any amendment to the Holiday Homes Neighborhood Character Overlay will apply to all lots in the neighborhood. The residents that have been in contact with Town Staff are coordinating with other property owners in the neighborhood. While these residents work to communicate these changes to all 57 property owners, they have collected signatures of support for the currently proposed amendments that include a majority (currently 31) of the property owners.

Chair Becker asked for public comment.

Edwin Ernst addressed the Committee stating his support of the amendment request and the need to protect the neighborhood from overdevelopment.

Matt Lewis addressed the Committee expressing appreciation for review of the amendment request and spoke in favor of the changes.

Kim Lewis addressed the Committee expressing concern over larger homes becoming businesses within the small neighborhoods. She stated concern for affordable housing on the Island.

Julie Lawson addressed the Committee stating that the Holiday Homes Neighborhood needs protection. She stated she is not against development or short-term rentals. She stated the need for control in neighborhoods such as Holiday Homes.

Rick Lawson addressed the Committee and read the email he sent to the Committee as well as other Town members stating his support of the amendment request and the reasons why. He expressed his appreciation to Town Staff for their help through the process.

John Croft addressed the Committee asking them to take into consideration what the origin plans were for Hilton Head Island and how they laid out the Island and the neighborhoods they wanted protected. He stated he feels people have lost sight of that over the years.

Janet Murphy addressed the Committee expressing her support for the statements made by others and the amendment request.

Heather Rath addressed the Committee stating her concerns regarding the data between mortgages, rebuild and the possibility of a natural incident happening and being able to rebuild at the level that the mortgage process would allow.

Peter Kristian addressed the Committee stating he encourages the Town to enforce protection of the Holiday Homes Neighborhood and folks in other neighborhoods that do not have protective covenants.

Following comments, questions and discussion by the Committee, Mr. Alfred moved to direct Mr. Leininger and staff to move this project forward to the Planning Commission for their consideration. Ms. Becker seconded. Motion carried 2-0.

New Business

Consideration of an Ordinance of the Town of Hilton Head Island to Amend Title 16 of the Municipal Code, the Land Management Ordinance, to Amend Sections 16-3-105.H, 16-4-102.A.6, 16-4-105, and 16-4-102.B.1 to allow residential Workforce Housing within the Medical (MED) Zoning District - Zac Gordon, Planning Director

Mr. Gordon provided the following information to the Committee.

A partnership between Abode Development, Novant Health, and the Coastal Community Development Corporation (CCDC) is proposing to construct workforce housing on previously developed land adjacent to Hilton Head Medical Center. The housing would serve healthcare staff, first responders, and other essential workers on Hilton Head Island.

The site consists of three parcels totaling 12.6 acres along Bethea Drive, owned by Hilton Head Medical Center LLC. The property includes approximately 24,000 square feet of vacant office space, which previously housed outpatient rehabilitation services.

The properties are zoned MED District. The 12.6-acre site is also located within a Planned Development Overlay District (PD-2) as part of the Palmetto Headlands and Hilton Head Hospital Master Plan. While the MED District allows 2 workforce housing through the conversion of existing commercial buildings, it does not allow such houses in the absence of a

commercial conversion. In addition, the PD-2 Master Plan does not currently permit residential use on these parcels. Therefore, to allow the construction of new workforce housing, the text of the MED District and the PD-2 Master Plan must be amended.

On July 16, 2025, Abode Development requested that the Planning Commission consider amending the text of the MED District to allow for the redevelopment of the site with workforce housing at a proposed density of 10 units per acre. Pursuant to LMO Section 16-2-103.B.2.a., the Planning Commission voted unanimously to initiate the text amendment process.

Abode Development is also proposing a corresponding PD-2 Master Plan Amendment. As noted above, the three subject parcels are located within the area of the Palmetto Headlands and Hilton Head Hospital Master Plan, and do not currently permit residential uses. As a result, Abode Development has also submitted a concurrent Zoning Map Amendment to permit workforce housing on two of the parcels, which are developed and approved for medical-related uses. The third parcel is designated as a wetland and will remain a wetland.

This amendment and the associated rezoning were first presented to the Planning Commission on August 20, 2025. The applicant requested to postpone the public hearing and rezoning to allow for additional updates to the application materials. On November 19, 2025, after reviewing the updated application, the Planning Commission voted unanimously to recommend approval of the text amendment to the Town Council.

The proposed text amendment would allow the construction of new workforce housing in the MED District that is not limited to the conversion of existing commercial buildings, establish a maximum density of 10 units per acre, restrict such development to specific properties identified in a PD-2 Master Plan adopted by Town Council, and require that at least 30% of the units comply with the Town's Workforce Housing Program, including income eligibility, employment on Hilton Head Island, long-term affordability, and the prohibition of short-term rentals.

Mr. Alfred moved to forward the proposal to Town Council with a recommendation for adoption, including the condition suggested by the Planning Commission. Ms. Becker seconded.

Chair Becker asked for public comment.

Peter Kristian addressed the Committee stating his support for the project and spoke in favor of the ordinance change to allow the developer to move forward with private capital to build this project.

Following discussion, comments and questions from the Committee and staff, the motion carried 2-0.

Consideration of an Ordinance of the Town of Hilton Head Island to Amend the Official Zoning Map with Respect to the Real Property located at Bethea Drive to Amend the Palmetto Headlands/H. H. Hospital Master Plan within the Planned Development Overlay District (PD-2)

to Change the Allowed use of Parcels R510 008 000 337A 0000, R510 008 000 0337 0000 and R510 008 000 0452 0000 from Commercial Use to Commercial or Residential Use; and to Provide for Severability and an Effective Date - Zac Gordon, Planning Director

Mr. Gordon provided the following information regarding the item.

A partnership between Abode Development, Novant Health, and the Coastal Community Development Corporation (CCDC) is proposing to construct workforce housing on previously developed land adjacent to Hilton Head Medical Center. The housing would serve healthcare staff, first responders, and other essential workers on Hilton Head Island.

The site consists of three parcels totaling 12.6 acres along Bethea Drive, owned by Hilton Head Medical Center LLC. The property includes approximately 24,000 square feet of vacant office space, which previously housed outpatient rehabilitation services.

The properties are zoned Medical (MED) District. The 12.66-acre site is also located within a Planned Development Overlay District (PD-2) as part of the Palmetto Headlands and Hilton Head Hospital Master Plan. While the MED District allows workforce housing through the conversion of existing commercial buildings, the PD-2 Master Plan does not currently permit residential use on these parcels. Therefore, to allow the construction of new workforce housing, the text of the MED District and the PD-2 Master Plan must be amended.

Abode Development is proposing a PD-2 Master Plan Amendment. The subject parcels are located within the Palmetto Headlands and Hilton Head Hospital Master Plan, and identified as G-1, G-2, and E, which do not currently permit residential uses. G-1 and G-2 are approved for medical-related uses, while E is designated as a wetland and will remain a wetland.

Abode Development is also proposing a corresponding Text Amendment, and on July 16, 2025, Abode Development requested that the Planning Commission consider amending the text of the MED District to allow for the redevelopment of the site with workforce housing at a proposed density of 10 units per acre. Pursuant to LMO Section 16-2- 103.B.2.a., the Planning Commission voted unanimously to initiate the text amendment process.

This Zoning Map Amendment and the associated Text Amendment were first presented to the Planning Commission on August 20, 2025. The applicant requested to postpone the rezoning to allow for additional updates to the application materials, and on November 19, 2025, after reviewing the updated application, the Planning Commission voted 7-2 to recommend approval of the Zoning Map Amendment to Town Council.

Mr. Alfred moved that this Committee forward this ordinance to Town Council with the recommendation for approval. Ms. Becker seconded.

Chair Becker asked for public comment. There was none.

Motion carried 2-0.

Adjournment

Chair Becker adjourned the meeting at 11:01 a.m.

The full recording and a transcript of this meeting can be found on the Town's website at www.hiltonheadislandsc.gov



TOWN OF HILTON HEAD ISLAND

COMMUNITY DEVELOPMENT AND PUBLIC SERVICES COMMITTEE

TO: COMMUNITY DEVELOPMENT AND PUBLIC SERVICES COMMITTEE
FROM: Jimmy Acosta, Asset & Risk Management Director
CC: Marc Orlando, ICMA-CM, Town Manager
Curtis Coltrane, Town Attorney
Shawn Leininger, AICP, Deputy Town Manager
Shawns Gillen, Assistant Town Manager
DATE: February 9, 2026
SUBJECT: Consideration of Committee Review and Recommendation for Approval of a Resolution Authorizing the Proposed Shore Beach Services Rental Locations, Product Quantities, and Service Schedules for the 2026 Beach Season, in Accordance with the Non-Exclusive Franchise Agreement
Approved June 18, 2024

RECOMMENDATION:

The Committee is requested to review and recommend approval of the attached Resolution authorizing the proposed beach rental locations and associated product quantities submitted by Shore Beach Services for the 2026 beach season, as required by Section 5 of the Non-Exclusive Franchise Agreement approved on June 18, 2024. The Resolution (**Attachment 1**) incorporates the service schedules and maps included in this Staff Report as Exhibits A and B for Town Council consideration.

BACKGROUND:

Shore Beach Services has provided lifeguarding services since the Town's incorporation in 1983. These services have always been provided through the execution of a Non-Exclusive Franchise Agreement. Over the years, the agreement has been renegotiated, and the scope of services has varied. Shore Beach Services currently provides lifeguards, beach rental equipment, and trash removal services to the Town under a Franchise Agreement dated June 18, 2024, attached as **Exhibit A**.

Section 5 of the Franchise Agreement requires Shore Beach Services to submit, on or before December 1 of each year, a listing of proposed rental locations and the quantities of rental equipment to be operated during the ensuing beach season.

Pursuant to Section 5 of the Franchise Agreement, Shore Beach Services submitted six schedules identifying proposed rental locations and associated equipment quantities for the 2026 season. Overall equipment quantities remain largely consistent with the prior year, with only minor reallocations between adjacent locations, specifically Dunes House and the Hilton Resort. In addition, 14 umbrellas and 28 chairs have been added at the Island Club location. Total product quantities across all rental locations for the 2026 season increased by less than one percent compared to 2025.

There is a separate schedule for each of the five Areas of Operation, as defined in Section 4 of the Franchise Agreement, as well as a summary schedule for all franchise areas. For reference purposes, the approved product quantities for the 2025 season have been included on each of these schedules (**Exhibits B-1 through B-6**).

AREAS OF OPERATION: *By this Franchise Agreement, the Franchisee is authorized to operate and conduct commercial activities, as defined therein and as depicted in **Exhibit C-1**, within the following areas:*

*A. From the northern boundary of the Westin Hotel south to the southern boundary of the designated swimming area at Driessen Beach Park. The portion of the beach extending 300 feet from either side of the center of the boardwalk at Surf Watch. The portion of the beach from the Burkes Beach access north 400 feet. The portion of the beach from the northern boundary of Palmetto Dunes to Beach Emergency Marker 96 (**Exhibit C-2**).*

*B. From the northern boundary of the Palmetto Dunes “Dunes House” south to the southern boundary of the Omni Resort in Palmetto Dunes (**Exhibit C-3**).*

*C. From the northern boundary of Hampton Place at Palmetto Dunes south to the Southern Boundary of Shipyard Beach (**Exhibit C-3**).*

*D. From the northern boundary of the Sea Crest south to the southern boundary of Alder Lane designated swim area. (**Exhibit C-4**).*

*E. From Emergency Marker 39 south to the Southern Boundary of Turtle Lane Club and from Beach Emergency Marker 13 at Tower Beach Club westerly to Beach Emergency Marker 11 and easterly 300 feet. (**Exhibit C-5**).*

CONCLUSION:

The Committee is requested to review the enclosed Resolution recommending approval of the proposed 2026 beach rental locations and associated product quantities submitted by Shore Beach Services and to provide a recommendation to Town Council. The proposed locations and quantities are consistent with the Non-Exclusive Franchise Agreement approved on June 18, 2024, reflect minimal changes from the prior year, and address observed demand and anticipated development activity. For purposes of

the Resolution, the exhibits consist of the materials identified as **Exhibits B and C** in this Staff Report and are designated as **Exhibits A and B** in the Resolution.

ATTACHMENT:

Attachment 1 Resolution Approving 2026 Shore Beach Rental Locations and Quantities

EXHIBITS:

- A Approved Shore Beach Services Franchise Agreement, June 18, 2024
- B-1 Service Schedule – All Areas
- B-2 Service Schedule – Area A
- B-3 Service Schedule – Area B
- B-4 Service Schedule – Area C
- B-5 Service Schedule – Area D
- B-6 Service Schedule – Area E
- C-1 Beach Rentals Areas of Operations
- C-2 Beach Rentals Area A
- C-3 Beach Rentals Area B and C
- C-4 Beach Rentals Area D
- C-5 Beach Rentals Area E

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, APPROVING RENTAL LOCATIONS AND PRODUCT QUANTITIES AS REQUIRED IN SECTION 5 OF THE JUNE 18, 2024, FRANCHISE AGREEMENT BY AND BETWEEN THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AND SHORE BEACH SERVICES

WHEREAS, on June 18, 2024, the Town Council for the Town of Hilton Head Island, South Carolina (herein, the “Town”) adopted Ordinance 2024-11, which authorized the execution and delivery of a non-exclusive franchise agreement between the Town and Shore Beach Services, Inc. (herein, “Shore Beach”); and,

WHEREAS, on June 18, 2024, the Town and Shore Beach entered into a Franchise Agreement (herein, the “Shore Beach Franchise Agreement”); and,

WHEREAS, Article 5 of the Shore Beach Franchise Agreement requires Shore Beach to submit a listing of rental locations and quantities of products available for rent at each of the locations planned for the ensuing beach season; and,

WHEREAS, Shore Beach has submitted its proposed list of rental locations and product quantities product quantities for each location, which are attached hereto as Exhibits “A” and “B;” and,

WHEREAS, the in Ordinance 2024-11, the Town Council found that the Shore Beach Franchise Agreement is in the best interests of the public health, safety, and welfare; and,

WHEREAS, the Town Council has reviewed proposed list of rental locations and product quantities product quantities for each location submitted by Shore Beach and finds that the same is consistent with the requirements of the Shore Beach Franchise Agreement; and,

WHEREAS, the Town Council has reviewed proposed list of rental locations and product quantities product quantities for each location submitted by Shore Beach, and finds that approval of the proposed list of rental locations and product quantities for each location is in the best interest of the Town and its citizens, residents, property owners, and businesses.

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

- (a) the Town Council hereby approves the Shore Beach list of rental locations and product quantities product quantities for each location, which are attached hereto as Exhibits “A” and “B.”
- (b) The Town Manager is authorized to take all actions necessary to manage and enforce the Shore Beach Franchise Agreement.

MOVED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2026.

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

By: _____
Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

EXHIBIT "A" TO SHORE BEACH FRANCHISE RESOLUTION

SHORE BEACH SERVICE
2026
ALL FRANCHISE AREAS

EXHIBIT B-1

Equipment	2026						2025					
	Area A	Area B	Area C	Area D	Area E	Total	Area A	Area B	Area C	Area D	Area E	Total
Umbrellas	414	374	236	456	220	1,700	400	374	236	456	220	1,686
Chairs	886	810	482	936	474	3,588	858	810	482	936	474	3,560
Totals	1,300	1,184	718	1,392	694	5,288	1,258	1,184	718	1,392	694	5,246

SHORE BEACH SERVICE

2026

FRANCHISE AREA A

EXHIBIT B-2

Equipment	Westin		Barony		Islander's		Island Club		Folly Field		Beach & Tennis		Driessen		Surf Watch		Burkes Beach		HH Resort		Area A Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas	112	112	46	46	22	22	34	48	20	20	40	40	28	28	44	44	24	24	30	30	400	414
Chairs	256	256	110	110	44	44	72	100	40	40	80	80	56	56	92	92	48	48	60	60	858	886
Totals	368	368	156	156	66	66	106	148	60	60	120	120	84	84	136	136	72	72	90	90	1,258	1,300

SHORE BEACH SERVICE

2026

FRANCHISE AREA B

EXHIBIT B-3

Equipment	Dunes House		Hilton Resort		Villamare		Disney Resort		Captain's Walk		Omni Resort		Area B Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas	74	80	112	106	46	46	42	42	30	30	70	70	374	374
Chairs	162	176	250	236	96	96	86	86	60	60	156	156	810	810
Totals	236	256	362	342	142	142	128	128	90	90	226	226	1,184	1,184

SHORE BEACH SERVICE
2026
FRANCHISE AREA C

EXHIBIT B-4

Services	Hampton		Barrington		Sonesta Resort		Area C Totals	
	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabanas	56	56	60	60	120	120	236	236
Chairs/Lounges	116	116	126	126	240	240	482	482
Totals	172	172	186	186	360	360	718	718

SHORE BEACH SERVICE

2026

FRANCHISE AREA D

EXHIBIT B-5

Services	Sea Crest		Breakers		Beach House		Ocean One		Shorewood		Sea Side Villas		Ocean Club Villas		Ocean Oaks		Grande Ocean		Alder Lane		Area D Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabana	64	64	70	70	92	92	20	20	32	32	36	36	16	16	46	46	68	68	12	12	456	456
Chairs/Lounges	132	132	150	150	184	184	40	40	64	64	76	76	32	32	92	92	142	142	24	24	936	936
Totals	196	196	220	220	276	276	60	60	96	96	112	112	48	48	138	138	210	210	36	36	1,392	1,392

SHORE BEACH SERVICE

2026

FRANCHISE AREA E

EXHIBIT B-6

Services	Sea Pines Beach Club		Monarch		Tower Beach		Area E Totals	
	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabanas	146	146	50	50	24	24	220	220
Chairs/Lounges	300	300	104	104	70	70	474	474
Totals	446	446	154	154	94	94	694	694

EXHIBIT "B" TO SHORE BEACH FRANCHISE RESOLUTION

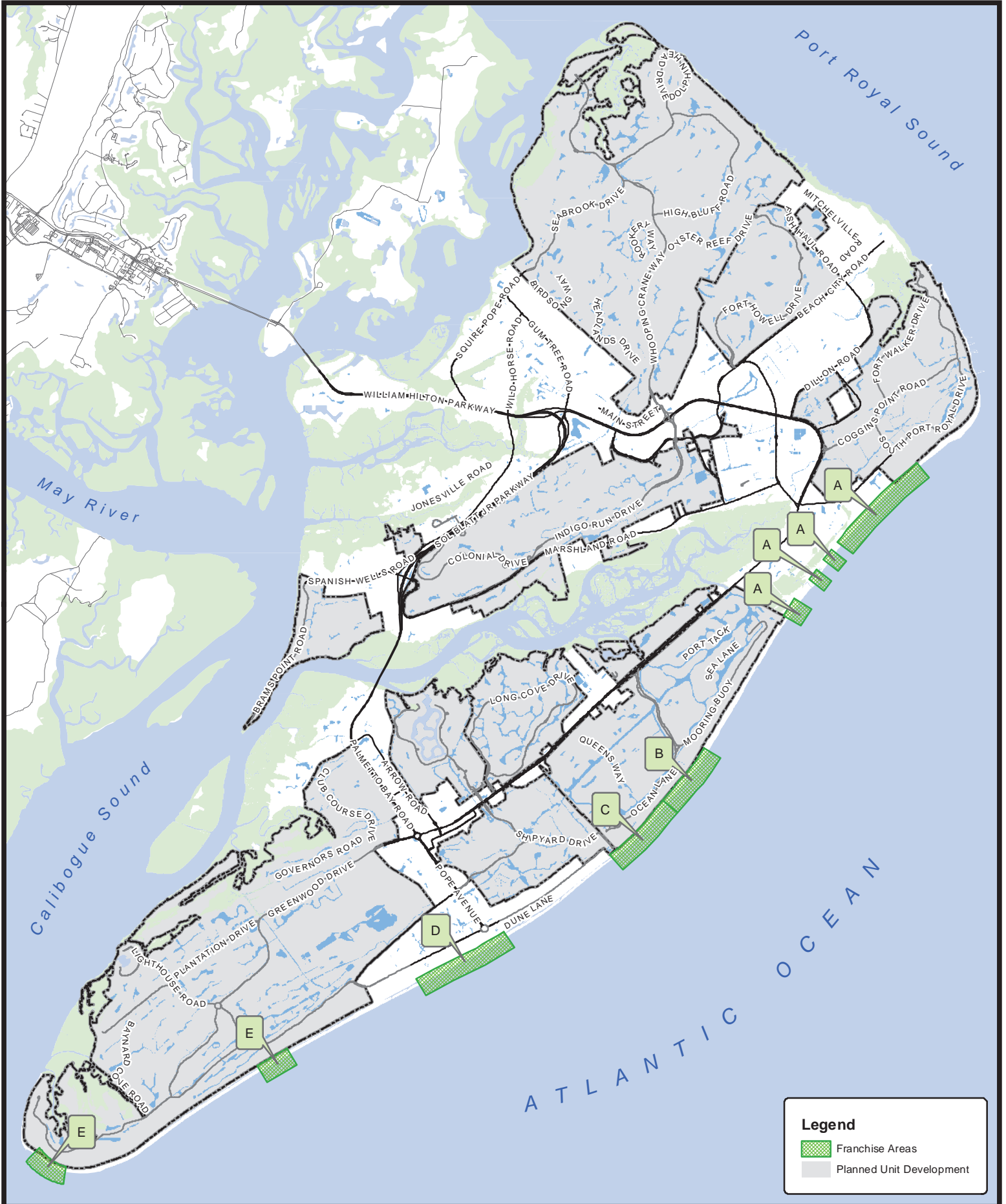
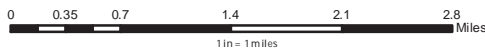


Exhibit C-1
Areas of Operation
 2025



TOWN OF HILTON HEAD ISLAND
 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-4400



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

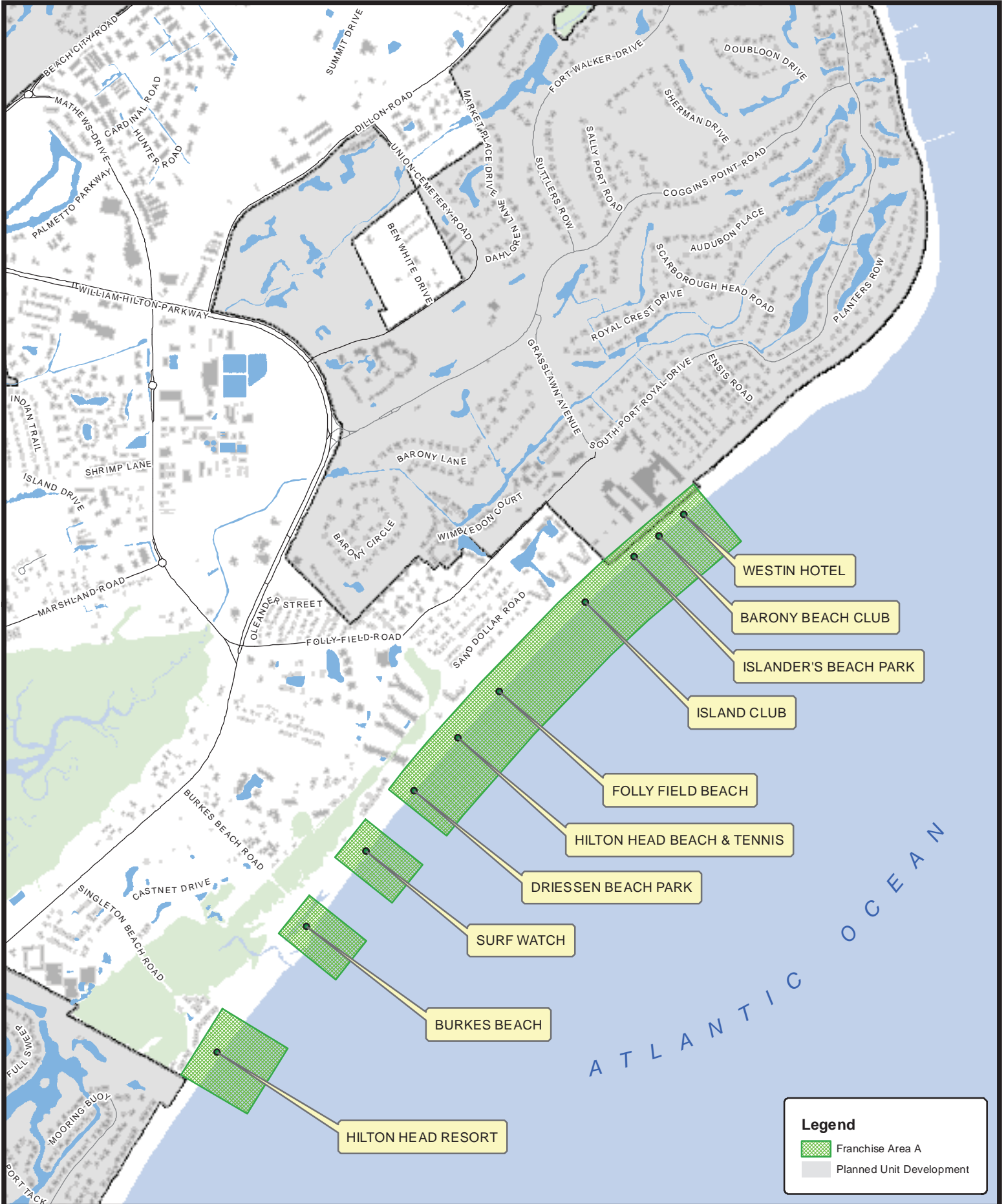


Exhibit C-2
Rental Locations - Area A

2025



1 inch = 1,667 feet



TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-4600

Legend

- Franchise Area A
- Planned Unit Development



Legend




-  Franchise Areas B & C
-  Planned Unit Development

Exhibit C-3
Rental Locations - Area B & C

2025



1 inch = 1,667 feet

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-6000
Date Created: 08/16/10

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Legend



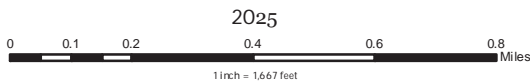
-  Franchise Area D
-  Planned Unit Development

Exhibit C-4
Rental Locations - Area D



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HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 341-6600



- B. From the northern boundary of the Palmetto Dunes “Dunes House” south to the southern boundary of the Omni Resort in Palmetto Dunes **(Exhibit B-3)**.
- C. From the northern boundary of Hampton Place at Palmetto Dunes south to the Southern Boundary of Shipyard Beach **(Exhibit B-3)**.
- D. From the northern boundary of the Sea Crest south to southern boundary of Alder Lane designated swim area. **(Exhibit B-4)**
- E. From Emergency Marker 39 south to the Southern Boundary of Turtle Lane Club and from Beach Emergency Marker 13 at Tower Beach Club westerly to Beach Emergency Marker 11 and easterly 300 feet. **(Exhibit B-5)**.

The beach area in front of the Sea Pines Beach Club is private and the Franchisee shall not set up concession services in this area without the consent of the Sea Pines Resort. The plat in **Exhibit B-6** describes the property lines for the Sea Pines Beach Club.

Upon request by individuals, the Franchisee may deliver and set up rental equipment on the beach in places outside of the approved areas of operation.

5. **APPROVAL PROCESS:** On or before December 1st of each year, the Franchisee shall submit to the Town Council for approval a listing of rental locations intended to be operated within the areas of operation during the next beach season. This listing shall include the product quantities for each rental location. For purposes of the first year of this Agreement, the rental locations and product quantities shall be those that were approved by the Town in Calendar Year 2024. The purpose of this approval process is to regulate the location and quantities of rental equipment in use on the beach. Product quantities for each rental location shall not depart significantly from amounts approved during the previous year. Upon the request of the Franchisee, the Town Council may approve product quantity increases in areas of operation when circumstances such as new or expanded beach parks, other developments or changes in demand warrant such increases.
6. **CONDUCT OF OPERATION:** The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of persons visiting the beach, and for preservation and enhancement of beach ecology, particularly by strict adherence to Article 4 of Title 8 of the Municipal Code regarding dune protection. In that regard, such employees shall assist beach patrons to be aware of and adhere to Town Beach Ordinances. Additionally, the Franchisee shall comply with all provisions of Town Code regarding activities on the beach unless otherwise addressed herein. Franchisee and its employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation. All Franchisee

employees providing services on beach property under this Franchise Agreement shall, at no cost to the Town, be trained in first aid and cardiopulmonary resuscitation (CPR) techniques.

7. **BEACH CLEANLINESS.** Pursuant to this Franchise Agreement and Code Section 8-1-317, Code of the Town of Hilton Head Island, (1983),. each morning, prior to the commencement of operations, employees of the Franchisee shall remove from the rental locations within the areas of operation any trash, cans, glass, litter or other such debris found in such areas.

8. **FRANCHISE CONSIDERATION:**

- A. Franchise Fee: During the term of the Franchise Agreement, including any renewal term, a franchise fee shall be paid by the Franchisee annually to the Town, in an amount of three percent (3%) of the Franchisee's annual gross rental receipts. Said payments shall be made no later than January 31st of each year. However, once the payment of the fee by the Franchisee shall equal the cost of the billable services reference below in Exhibit B, and charged by the Franchisee to the Town, the Franchisee shall not be required to remit any additional franchise fees beyond this amount.

All amounts paid shall be subject to audit and re-computation by the Town and acceptance of payment shall not be construed, as an accord that the amount paid is in fact the correct amount. If any audit reveals an error by the Franchisee of one percent (1%) or more during any audit period, the Franchisee shall be responsible for Town's reasonable out of pocket costs associated with audit, in addition to any additional Franchise Fee that may be due to the Town. If this Franchise Agreement expires or is terminated other than at the end of a calendar year, the Franchisee shall pay to the Town the applicable franchise fee within thirty (30) days of the end date of the Franchise Agreement. All amounts paid shall be subject to audit and recalculation by the Town and acceptance of any payment shall not be construed as acceptance that the amount paid is in fact the correct amount. The Franchisee shall not offset Franchise Fees for any amount that the Town may owe to the Franchisee under this Franchise Agreement, without the prior written approval of the Town.

The Franchisee shall provide the Town with an annual report identifying the volume and location of the beach equipment that it rents according to the areas identified in Exhibit A as well as the volume and location of equipment rentals that are provided on an on-demand basis.

The Town Manager and/or Finance Director are authorized to inspect and review the Franchisee's annual audited financial statement. If the Franchisee does not produce an annual audited financial statement, then the Town Manager and/or Finance Director

shall be authorized to inspect and review the balance sheets of the Franchisee inclusive of any profit and loss statements. Prior to viewing this information, the Town Manager and/or Finance Director may be required to execute documentation affirming that this information shall be treated as confidential in nature and will not be disclosed outside of any official business activities of the Town and will be treated as exempt from disclosure pursuant to Section 30-4-40(a)(1) of the South Carolina Freedom of Information Act.


- B. Service Agreement: In addition to the Franchise Fee described in paragraph 8.A above, the Franchisee agrees to execute a separate Services Agreement which will be attached hereto and incorporated herein by reference. The Services Agreement shall be executed contemporaneously herewith, and any breach of failure to perform by the Franchisee of its obligations under the Services Agreement shall be deemed a material breach of this Franchise Agreement.
9. **INSURANCE**: The Franchisee is required to carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000 combined single limit and automobile liability insurance with minimum limits of \$500,000/\$1,000,000, or \$1,000,000 combined single limit. Each policy shall provide that it may not be canceled or changed without at least ten (10) days' prior notice to the Town. The Town shall be included as an additional insured on the comprehensive general liability policy. The Franchisee shall provide the Town with a certificate of insurance as evidence of compliance with the foregoing and, upon request, a copy of all policies and any endorsements thereto. Failure to maintain these policies is grounds for termination.
10. **INDEMNIFICATION**:
- A. The Franchisee shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this Franchise Agreement, including the performance of the Franchisee's obligations under the Services Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- B. The Franchisee shall further indemnify the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses and/or damage, including attorneys' fees, whether incurred prior to the institution of litigation, during litigation, or on appeal, for or arising out of any bodily injuries to or the death

of any of the Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

11. **NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Franchise Agreement. Nothing contained herein creates any relationship between the Franchisee and the Town, other than that which is expressly stated herein. The Town is interested only in the results to be achieved through this grant of franchise and the conduct and control of the agents and employees of the Franchisee and the methods utilized by the Franchisee in fulfilling its obligations hereunder shall lie solely and exclusively with the Franchisee. The Franchisee and its agents, officers, directors, and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Franchisee shall have any benefit, status, or right of employment with the Town.
12. **ASSIGNMENT:** The Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Manager and upon approval in writing of the Town Council.
13. **TERMINATION:** This Franchise Agreement may be terminated without cause, either in whole or in part, by either party upon one (1) year's prior written notice to the other party. The violation of any provision of this Franchise Agreement by the Franchisee and/or his agents or employees may result in termination of this Franchise Agreement, after due notice by the Town and the opportunity for the Franchisee to remedy the violation.
14. **EFFECTIVE DATE:** This Franchise Agreement shall become effective upon adoption of the Ordinance creating this Franchise.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement as of the date and year first above written.

SHORE BEACH SERVICES, INC.

By: 
Michael Wagner
Its: **President**

TOWN OF HILTON HEAD ISLAND

By: 

Marc Orlando, ICMA-CM

Its: Town Manager

EXHIBIT A
BEACH SERVICES SCOPE/SPECIFICATIONS

The following is a list of minimum products to be rented for use on the beach by the Franchisee. The quantities provided below are representative of the current level of service provided to the Town and the Franchisee is expected to maintain these levels during the term of this Franchise Agreement unless otherwise approved by the Town.

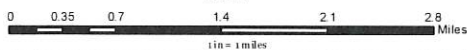
Products	Area A	Area B	Area C	Area D	Area E	Total
Umbrellas/Cabanas	374	404	238	458	208	1,682
Chairs/Lounges	810	874	486	930	462	3,562
Totals	1,184	1,278	724	1,388	670	5,244

The Franchisee shall take all appropriate and necessary steps to ensure that customers use all equipment in a safe manner.



Exhibit B-1 Areas of Operation

2018



Legend

- Franchise Areas
- Planned Unit Development

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (313) 361-4800
WWW.HILTONHEADISLAND.COM

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

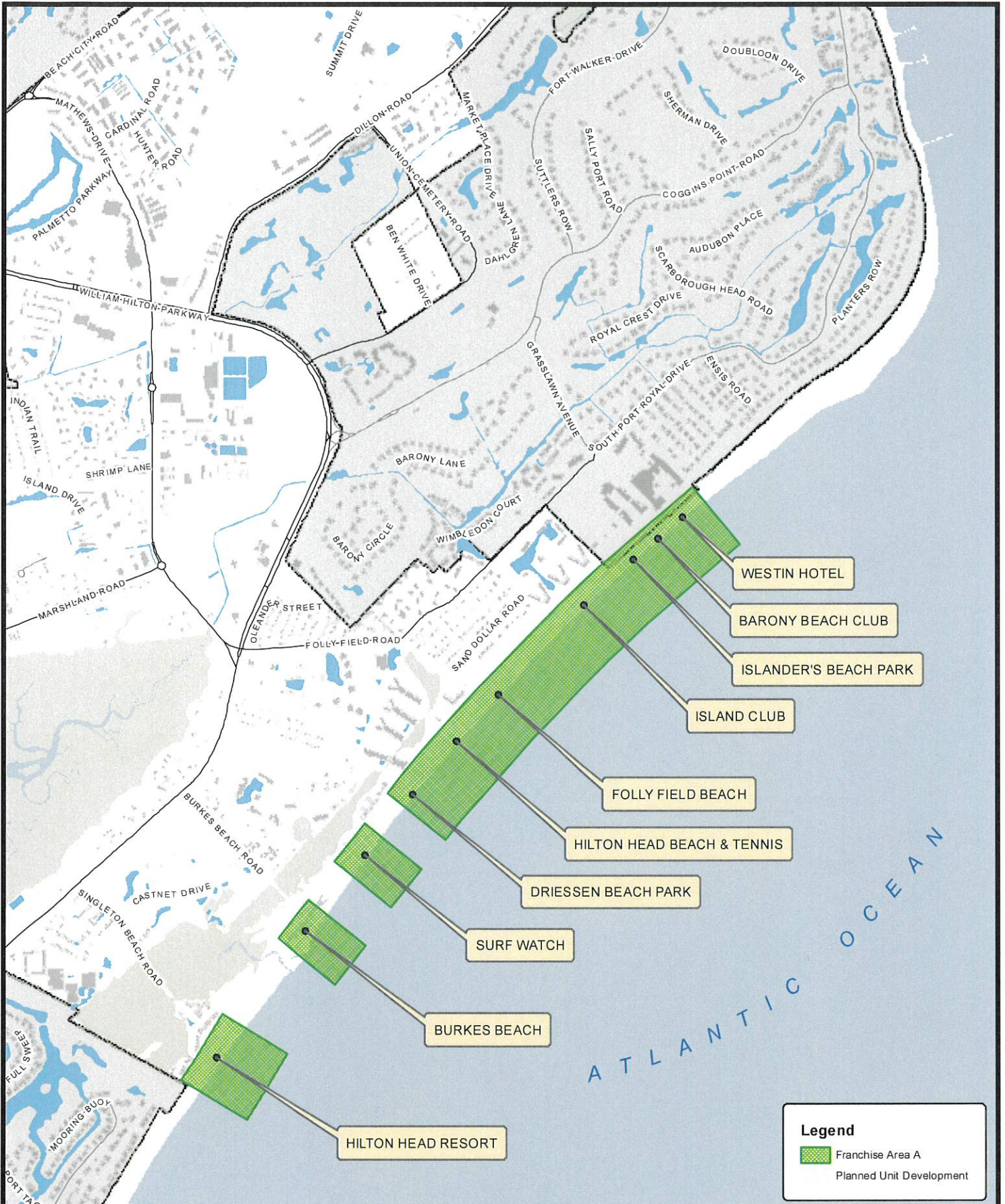


Exhibit B-2 Rental Locations - Area A

2024



1 inch = 1,667 feet

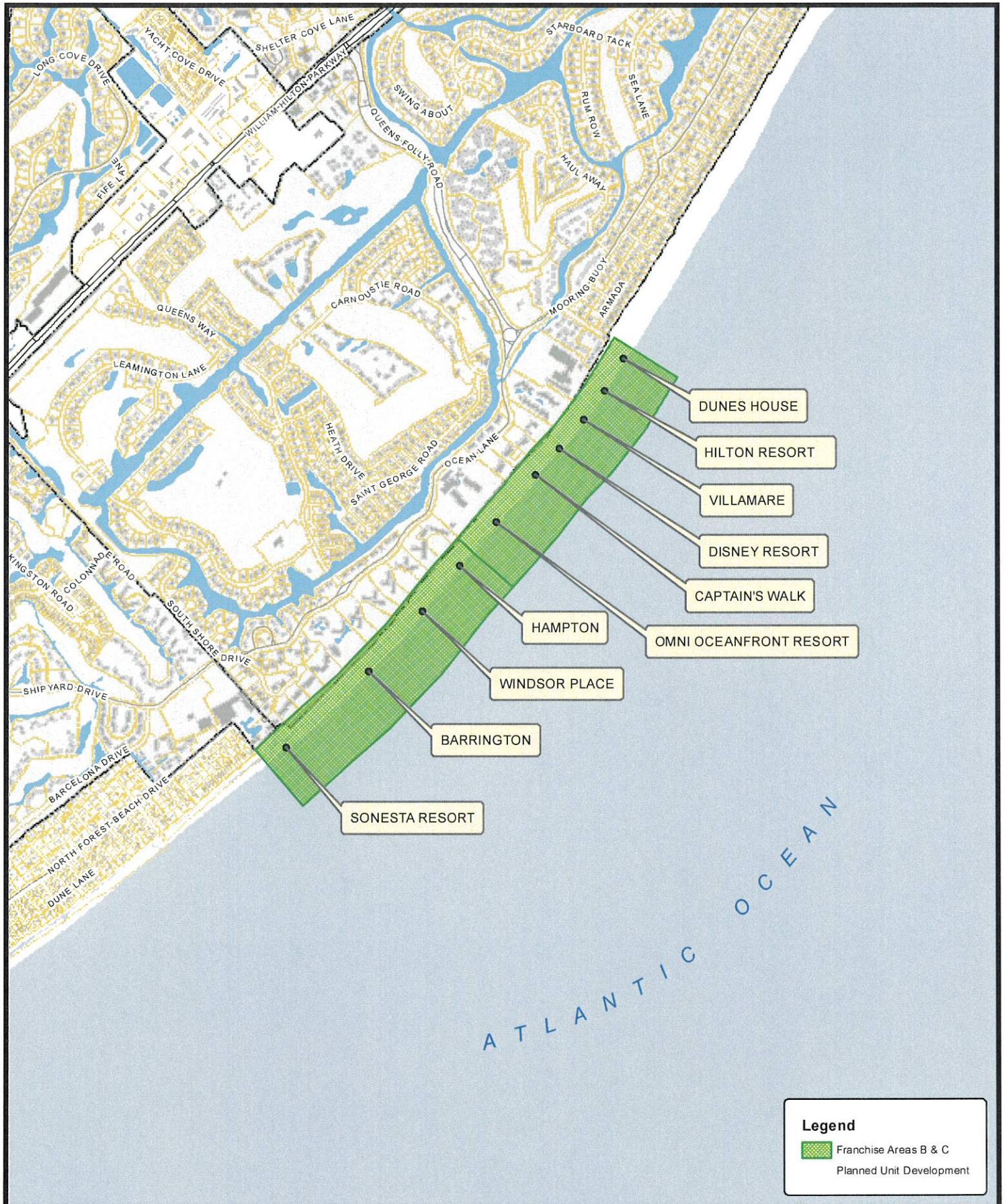
Legend

- Franchise Area A
- Planned Unit Development



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PHONE (843) 341-4400



Legend

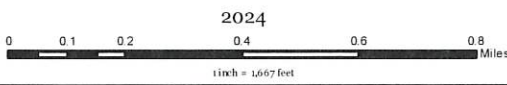
- Franchise Areas B & C
- Planned Unit Development



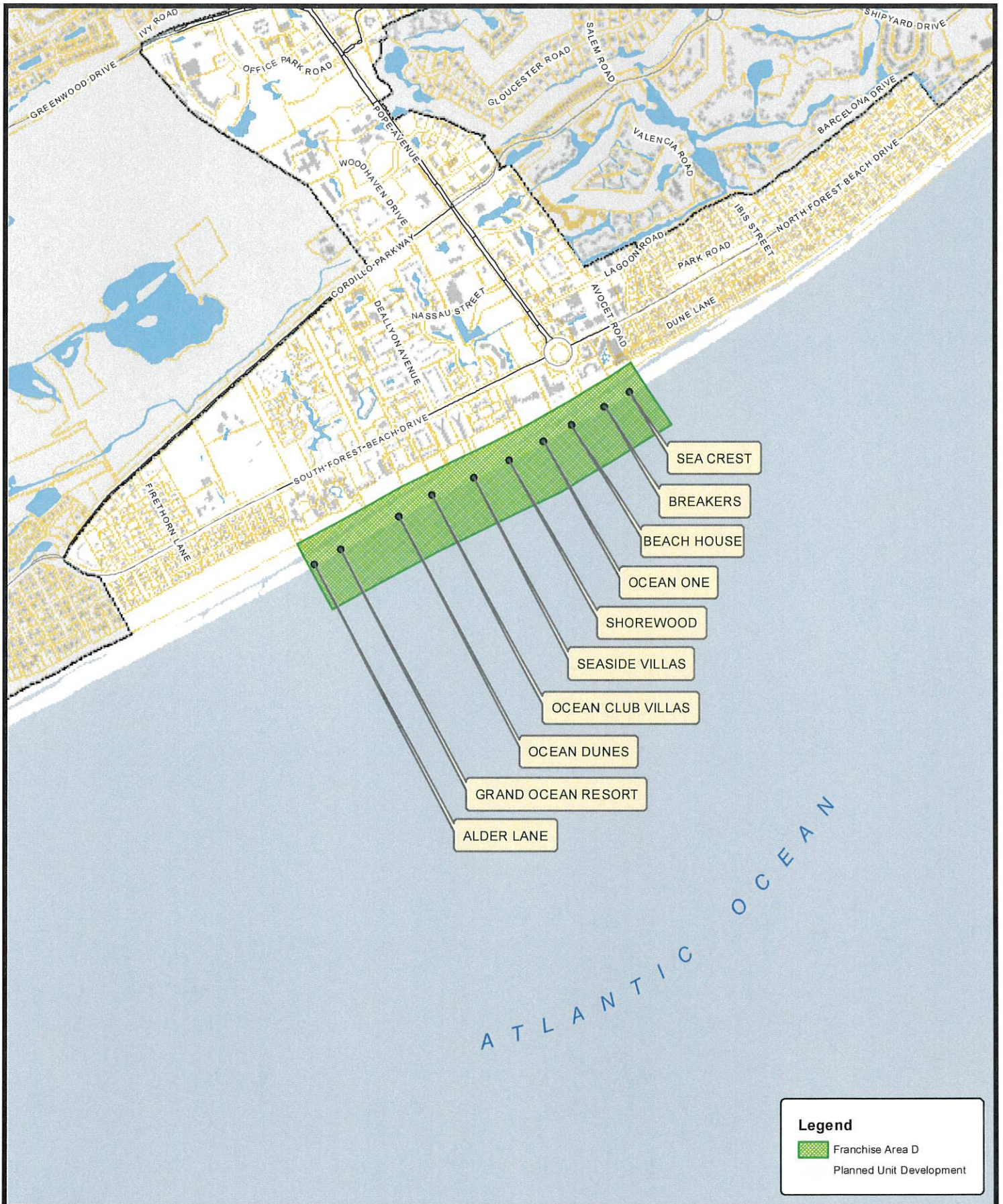
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 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-4400

Exhibit B-3

Rental Locations - Area B & C



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Legend

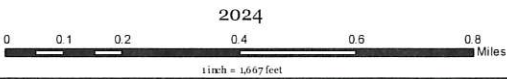
- Franchise Area D
- Planned Unit Development



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Exhibit B-4

Rental Locations - Area D



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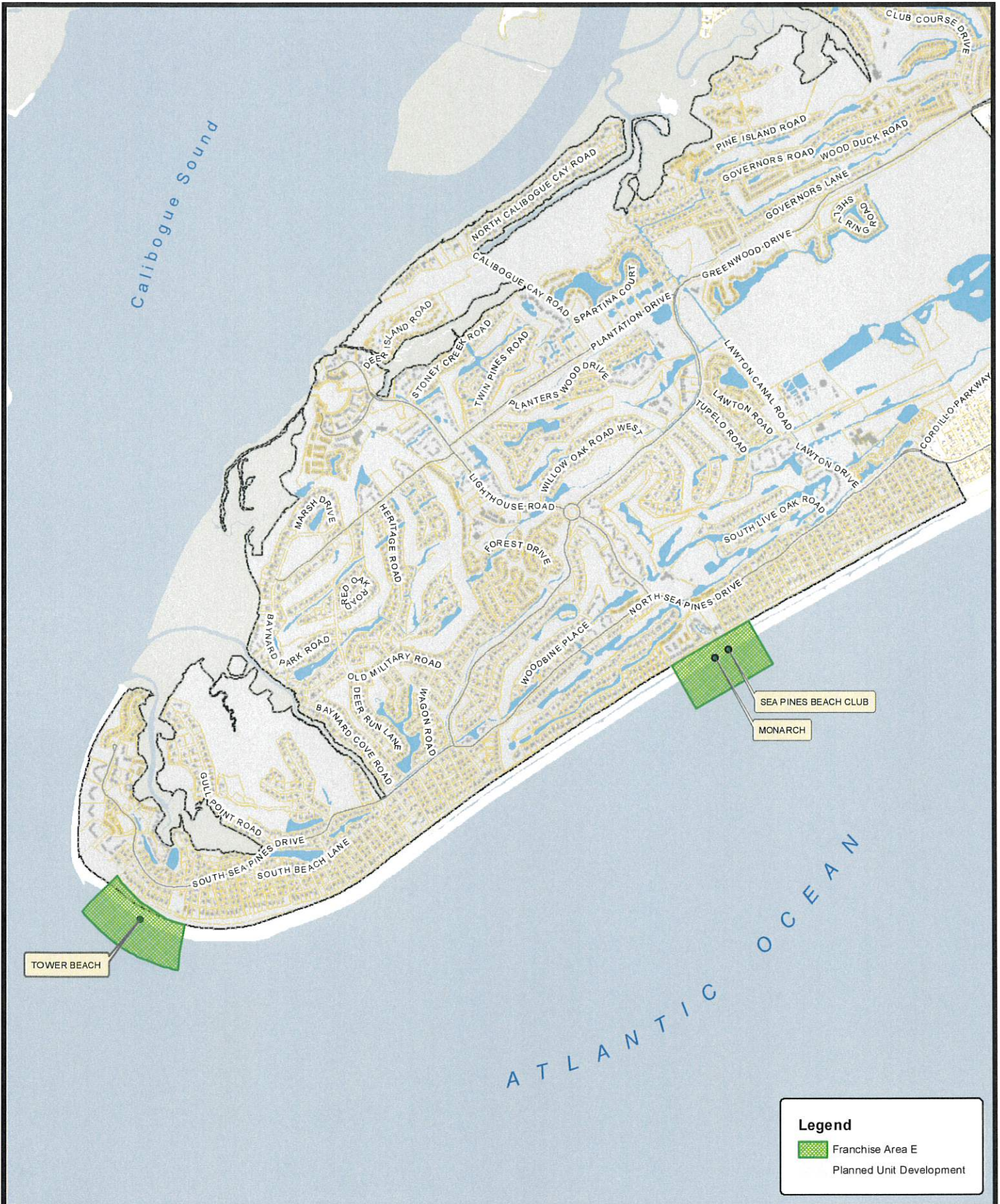
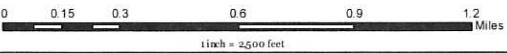


Exhibit B-5 Rental Locations - Area E

2018



Legend

- Franchise Area E
- Planned Unit Development

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, S.C. 29928
PHONE (843) 361-4400

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
TOWN OF HILTON HEAD ISLAND)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Services Agreement") is made on June 18, 2024 by and between Shore Beach Services, Inc. (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a need for a qualified contractor to provide beach patrol services for the safety of beachgoers; and

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

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

1. **Services.** The Contractor shall provide beach patrol services for the safety of beachgoers as detailed in Exhibit A, which is attached hereto and made part of this Services Agreement.
2. **Compensation.** The Town shall pay the Contractor an annual amount not to exceed two hundred and thirteen thousand seven hundred and forty-five dollars (\$213,745) for Year 1 services, as further detailed in Exhibit B, which is attached hereto and made part of this Services Agreement.

Upon request, Contractor shall be allowed to increase its annual fees on each anniversary of the contract commencement date, and such increase shall be limited to the lesser of: (i) three percent (3%) or (ii) the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment, as of thirty (30) days prior to the anniversary date. Notwithstanding the foregoing, Contractor may request, and Town Council may, at its sole discretion, grant an annual increase greater than that allowed above if the Contractor can demonstrate to the sole satisfaction of the Town, evidence of specific material costs that it has incurred, which are not under Contractor's control. An example would be a

25% increase in insurance costs.

3. **Term.** The term of this Services Agreement shall be for a period of sixty-six (66) months, commencing on July 1, 2024, and expiring on December 31, 2029. Provided however, that the Contractor shall provide the Town with an annual budget proposal for its beach patrol services no later than March 1st of each year so that such information can be considered as part of the Town's annual budget adoption process. If the contractor shall fail to submit an annual fiscal year budget as provided for herein, then the compensation to be paid will be identified as the amount that was paid to the contractor during the prior fiscal year.
4. **Insurance.** The Contractor is required to carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000 combined single limit and automobile liability insurance with minimum limits of \$500,000/\$1,000,000, or \$1,000,000 combined single limit. The Town shall be included as an additional insured on the comprehensive general liability policy. The Contractor shall provide the Town with a certificate of insurance as evidence of compliance with the foregoing and, upon request, a copy of all policies and any endorsements thereto. Failure to maintain these policies is grounds for termination.
5. **Termination.**

5.1 The Town may terminate this Services Agreement in whole or in part at any time upon the delivery of one (1) year's advance notice for the convenience of the Town by delivery of a written notice to the Contractor of the Town's election to terminate this Services Agreement for the convenience of the Town. If this Services Agreement is terminated for the convenience of the Town, the Town will pay the Contractor only for those services rendered by the Contractor up to the date of termination, based on the existing rates of this Services Agreement, and prorated to the date of termination.

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

through the end of the then current fiscal year at the existing rates in this Services Agreement.

6. **Validity/Enforceability.** Should any part of this Services Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Services Agreement.
7. **Governing Law.** This Services Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Services Agreement in the performance due hereunder.
8. **Modification.** This Services Agreement may not be modified unless such modification is in writing and signed by both parties.
9. **Assignment.** The Contractor may not assign this Services Agreement without the prior written approval of the Town.
10. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Services Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. **Relationship of Parties.** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Services Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Services Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

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

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

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

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

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

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

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

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

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

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

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

SHORE BEACH SERVICES, INC.

By: 

Michael Wagner

Its: President

TOWN OF HILTON HEAD ISLAND

By: 

Marc Orlando, ICMA-CM

Its: Town Manager

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

I. GENERAL

Contractor shall provide services generally known as the Beach Patrol. The organization and operation of the Beach Patrol shall be the responsibility of the Contractor.

The primary purpose of the Beach Patrol is to protect the safety of beachgoers in their use of the beaches and ocean waters of the Town and to render assistance to those in need of assistance.

The Beach Patrol shall cover the area from the eastern shore of Fish Haul Creek to the southern shore of Braddock Cove. This area shall be split into four (4) patrol areas (hereinafter the "Patrol Areas") as follows:

- 1) Area 1 – From the eastern shore of Fish Haul Creek to Folly Creek
- 2) Area 2 – From Folly Creek to the southern boundary of Hampton Place
- 3) Area 3 – From the southern boundary of Hampton Place to the southern boundary of Ocean Club Villas
- 4) Area 4 – From the southern boundary of Ocean Club Villas to the southern boundary of Braddock Cove

A map of Hilton Head Island showing these areas is included as Exhibit C.

Contractor shall obtain and maintain during the term of the Services Agreement the national certification extended to open water lifeguard agencies by the United States Lifesaving Association covering such agencies' training programs and standards. The Contractor shall ensure that all Beach Patrol personnel utilized to carry out the services herein, except for those under Items E of Section II below, shall be trained in accordance with such standards and adhered thereto. Those employees will be trained in first aid and CPR.

Beach Patrol personnel must have hearing and vision which would not impede the full performance of duties and be in sound physical condition and may not have any history of illness which would interfere with the performance of their duties. The fact that a person is on medication will not alter this restriction. Each person shall be at least sixteen (16) years of age, be of good moral character, and shall abide by high standards of cleanliness, physical appearance, health, and ability. The Contractor employees providing services under this Services Agreement shall be subject to a pre-employment criminal background check and drug screening test. In addition, all the Contractor's employees providing services under this Services Agreement shall be subject to random drug screening tests annually. The Contractor and its employees are prohibited from consuming alcoholic beverages while on duty. They shall be neatly attired in uniforms supplied by the Contractor and shall wear the supplied uniforms when on duty.

All Beach Patrol vehicles utilized to carry out the services herein shall be appropriately marked as Beach Patrol and be equipped with 4-wheel drive and two way radios (1 inter-agency and 1 intra-agency), a first aid kit, a torpedo-type rescue buoy, AED, oxygen kit, bag valve masks, rescue rope, red lights, speaker, siren box, binoculars, range finder, and swim fins, except that the vehicles utilized under Items E & F in Section II below will not have inter-agency radios, AED, oxygen kit, or bag valve masks. Each vehicle shall have a utility trailer available and shall be in good condition,

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

reasonably free of visible rust, dents, or alterations to the vehicle body, and should be able to traverse difficult terrain. Such vehicles shall be new or like new and in good mechanical condition, shall have a current South Carolina state license plate, and shall have an overall appearance that does not detract in any way from the standards and image the Town wishes to project to the public. Such vehicles shall be operated in an extremely careful and prudent manner by a licensed driver. Such licensed driver shall not have been convicted of Driving Under the Influence within twelve (12) months of operating such vehicle. No person(s) other than authorized employees or officers of the Contractor, Town Officials, qualified lifeguards, or junior lifeguards shall be permitted to operate or ride in the Beach Patrol vehicle, with the exception of an individual or individuals who were rescued, lost or needed aid. In the event of such rendering of assistance, the passenger or passengers shall immediately be delivered to the appropriate destination.

Contractor will maintain an FCC licensed radio system for intra-agency communications. For inter-agency communications the Contractor shall follow the radio procedures of the Town's Fire Rescue Department and shall attend mutually agreed upon training on these procedures as necessary.

All Beach Patrol personnel utilized to carry out the services herein shall participate in the Beach Patrol program by:

- a) Advising beachgoers regarding Town Beach Ordinances and supervising adherence to the requirements of such Ordinance;
- b) Notifying and coordinating with law enforcement authorities regarding any continuing unlawful activities on the beach;
- c) Notifying and cooperating with members of the local EMS service when emergency medical services are required on the beach and assisting EMS with removing persons from the beach when requested;
- d) Administering (to the level of certification of the individual involved) first aid free of charge to persons who sustain minor injuries on the beach;
- e) Monitoring the operation of motorized watercraft for compliance with Section 8-1-211(2) of the Town's Beach Ordinance; advising, where practicable, any operator of motorized watercraft of violations of the Beach Ordinance; and notifying and coordinating with law enforcement authorities regarding any continuing violations of the Beach Ordinance.

II. BILLABLE BEACH PATROL SERVICES

Contractor will provide the following Beach Patrol Services, which may vary due to weather conditions, billable to the Town as set forth in this document and its subsequent attachments.

- A. One person shall be designated as the Beach Patrol Director and shall have primary responsibility for administering the Beach Patrol program, for supervising all the Contractor's employees who have Beach Patrol duties, and for acting as liaison with the Town. Pursuant to negotiations between the Town and the Contractor, the services of the Beach Patrol Director will not be a billed service to the Town.
- B. During April and September (after the Monday of Labor Day Weekend), not less than the full time equivalent of two (2) persons shall be designated as Beach Patrol Supervisors assigned to cover the four (4) Patrol Areas.

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

- C. From May 1st through the Monday of Labor Day Weekend, not less than the full time equivalent of three (3) persons shall be designated as Beach Patrol Supervisors assigned to cover the four (4) Patrol Areas.
- D. Between the hours of 5:00 p.m. and 9:00 p.m., seven (7) days a week from April 1st through September 30th one (1) supervisor will be available with a fully equipped Beach Patrol vehicle as needed on an "on call" basis through the 911 central dispatch.
- E. From May 1st through the Monday of Labor Day Weekend, two (2) manned Personal Watercraft (hereinafter "PWC"), each one stationed in the Patrol Areas, shall be provided for the purpose of immediately assisting in off-shore boat rescue and assisting in beach ordinance enforcement in all areas defined in Town Code Section 8-1-112(1), particularly in effecting direct contact with private boat operators to keep such boats a safe distance off shore. Contractor shall also provide a third PWC to be provided as backup.

The PWC's shall be kept operational, and shall be

- Tested and inspected regularly.
- Equipped with Coast Guard approved or required safety equipment.
- Operated by Beach Patrol Personnel trained in the operation of the PWC's.

The Town acknowledges and accepts that there may be intervals where less than 3 PWC's may be operational due to maintenance and repair issues. The Contractor shall keep the Town informed if any PWC will be out of operation for more than a week.

- F. The Contractor is responsible for management of all situations on the beach involving live, injured or dead animals which are not being handled directly by another agency, e.g., Turtle Patrol. This may involve removal, storage, or burial of the animals. In that regard, the Contractor shall coordinate as necessary with other agencies such as SCDNR, Turtle Patrol, Beaufort County Sheriff, and Hilton Head Humane Association. The Contractor will provide an authorized participant in the SC Marine Mammal Stranding Network and the SC Marine Turtle Project.

At any given time, the Town shall have full discretion and authority to request the Contractor to dispatch Beach Patrol Supervisors to specific areas on the beach to handle a particular situation. Once that situation has abated, the supervisor may return to assigned duties.

The duties of the Beach Patrol Supervisor shall include the following:

- Assisting beachgoers as needed.
- Informing beachgoers and watercraft operators of Town Beach Ordinances.

III. NON-BILLABLE BEACH PATROL SERVICES

Contractor will provide the following Beach Patrol Services, which may vary due to weather conditions, at no cost to the Town:

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

A. Lifeguard Personnel Duties & Assignment - The Contractor is responsible for deploying lifeguard personnel throughout the areas of operations. Lifeguard personnel shall consist of highchair lifeguards and rental attendants.

1. **Highchair Lifeguards.** The primary duty of highchair lifeguards is water surveillance, therefore, they shall not conduct commercial activities. It is mandatory that the highchair lifeguard's attention be focused on this duty; therefore, highchair lifeguards shall not:

- (a) Sit or lean on anything other than their highchair;
- (b) Conduct lengthy conversations with persons in a manner or in such a fashion as to impair the performance of safety duties;
- (c) Permit persons at their highchair other than agents of the Town, Beach Patrol personnel employed by the Contractor and persons seeking first aid or other assistance;
- (d) Read while on duty;
- (e) Turn their back on the ocean or permit others to obstruct their view of the ocean;
- (f) Allow their highchair to be littered at any time while on duty.

2. **Rental Attendants.** The primary duty of rental attendants is conducting commercial activities, however, when not so doing they shall be aware of the needs of beachgoers and available to assist other beach patrol personnel with their duties. Furthermore, in the event of an emergency in their area rental attendants shall cease conducting commercial activities and respond to said emergency. It is mandatory that the rental attendant's attention be focused on these duties; therefore, rental attendants shall not:

- (a) Sit or lean on anything other than their stands;
- (b) Conduct lengthy conversations with persons in a manner or in such a fashion as to impair the performance of safety duties;
- (c) Permit persons at the stand other than agents of the Town, Beach Patrol personnel employed by the Contractor, persons seeking first aid or other assistance, and persons transacting equipment rental business;
- (d) Read while on duty;
- (e) Allow the area around their stand to be littered at any time while on duty.

Lifeguard personnel or their replacements shall remain at their stands in patrol areas while on duty. It is the Contractor's responsibility to monitor the health of its lifeguard personnel and not to assign any lifeguard personnel who is ill or physically unable to execute his/her responsibilities.

The need for lifeguard personnel will fluctuate in accordance with the seasonal change in level of activity on the beaches. Therefore, the number of lifeguard personnel at any location will be determined by the Contractor based on the level of activity and other factors deemed relevant by the Contractor on any given day. However, lifeguard personnel shall be assigned at a minimum as follows:

- From Memorial Day Weekend through Labor Day each year lifeguard personnel shall

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

be stationed at each of the Town's beach parks

- Islanders Beach Park
 - Folly Field Beach Park
 - Driessen Beach Park
 - Coligny Beach Park
 - Alder Lane Beach Park
-
- From April 1st through the second weekend in May, no less than five (5) lifeguard personnel shall be stationed on the beach.
 - From the second weekend in May through the Friday before Memorial Day, no less than twelve (12) lifeguard personnel shall be stationed on the beach.
 - From Memorial Day weekend through the first weekend in August, no less than thirty-four (34) lifeguard personnel shall be stationed on the beach.
 - From the second weekend in August through Labor Day, no less than nine (9) lifeguard personnel shall be stationed on the beach.
 - From the day after Labor Day through September 30th, no less than five (5) lifeguard personnel shall be stationed on the beach.

All lifeguard personnel shall be equipped with a first aid kits, torpedo-type rescue buoys, two way intra agency radios, backboards, caution flags, and appropriately marked umbrellas and chairs.

- B. **Beach Patrol Vehicles** - From Memorial Day weekend through August 31st, The Contractor will supply a minimum of four (4) Beach Patrol vehicles in addition to the four (4) Beach Patrol vehicles utilized under Billable Beach Patrol Services and Personnel above. The Town acknowledges and accepts that there may be intervals where less than the four (4) additional Beach Patrol vehicles may be operational due to maintenance and repair issues. The Contractor shall keep the Town informed if any such Beach Patrol
- C. **Boats On The Beach** - The Contractor, in conjunction with Town staff, will provide a program for control and inspection of permitted boats on the beach, and for removal of any abandoned boats. Costs for removal of any abandoned boats, either in part or in full, may be reimbursable to the Contractor, but only if the Town has given written approval prior to the Contractor incurring such costs.

IV. POLICIES

- A. The Contractor shall use the applicable portions of the United States Lifesaving Association Manual for Open Water Agencies as its policy guide.
- B. Upon request of the Town, Contractor agrees to provide information and/or documentation on its policies or procedures directly related to its operations in providing services under this

EXHIBIT A
SAFETY, BEACH, AND PERSONNEL SERVICES

Agreement the distribution of which will be limited internally to those with direct responsibility for managing Beach Patrol Services. To the extent allowed under applicable Freedom of Information laws, the Town agrees that any such information and/or documentation provided by Contractor, which is identified by Contractor as confidential and proprietary, shall not be subject to public disclosure.

V. REPORTING REQUIREMENTS

Contractor shall provide monthly reports to the Town as follows:

- A. **Beach Patrol Activities** -- Include number of incidents by location along with any need for caution flags, clearing of water, use of PWC's, and interactions with other agencies in the following areas:
- Safety Incidents
 - Medical Incidents
 - Beach Ordinance Advisements
 - Missing Persons
 - Wildlife Actions
 - Fishing Complaints
- B. **Staffing For Billable Services** – Include schedules by location of Beach Patrol personnel assigned to provide the services under Section II. above.
- C. **Franchise Fees** – Include year to date franchise fees due based on gross rental receipts from commercial activities.

VI. MEETING REQUIREMENTS

Contractor shall participate in meetings as follows:

- An annual “kick-off” meeting to take place not later than before Memorial Day weekend the Town’s Director or Assistant Director of Facilities Management shall be responsible for coordinating this meeting. One purpose of this meeting is the review of the Contractor’s policies and procedures directly related to its operations in providing services under this Agreement.
- The Town reserves the right to require periodic meetings with the Contractor regarding Beach Patrol Services.

EXHIBIT B

CONTRACTOR COMPENSTATION FOR SAFETY, BEACH, AND PERSONNEL SERVICES

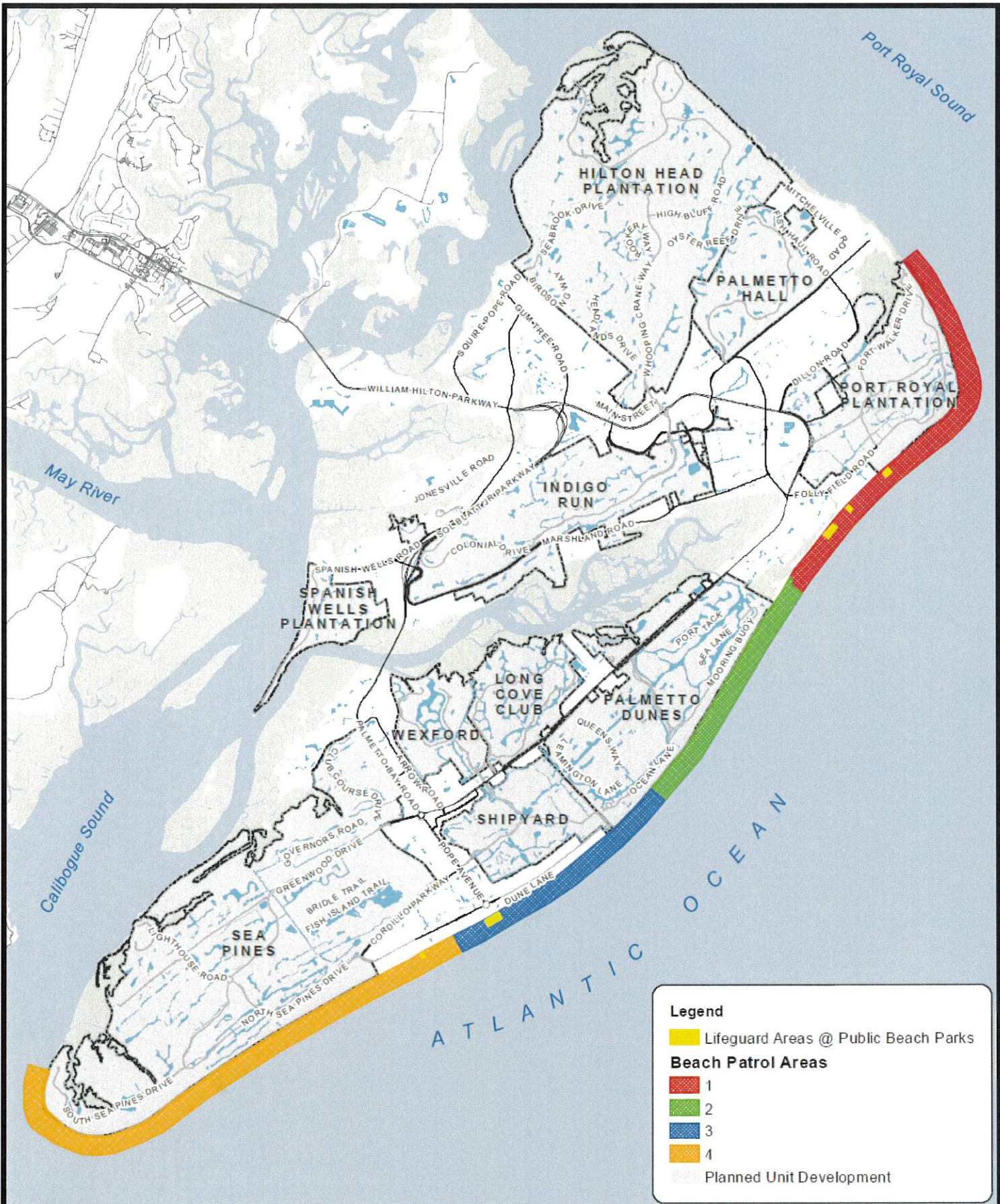
A. Annual Fees Payable to Contractor for Services in Year 1: \$213,745

1. Annual Fees shall be billed in monthly installments in accordance with the monthly amounts provided in the Year 1 detailed breakdown provided by Contractor. Amounts invoiced shall be inclusive of all labor, equipment and materials necessary to provide the full scope of services described in Exhibit C.
2. Contractor shall be allowed to increase its Annual Fees on each anniversary of the contract commencement date, and such increase shall be limited to the lesser of: (i) three percent (3%) or (ii) the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment, as of thirty (30) days prior to the anniversary date. Notwithstanding the foregoing, Contractor may request and Town may, at its sole discretion, grant an annual increase greater than that allowed above if the Contractor can demonstrate to the sole satisfaction of the Town, evidence of specific material costs that it has incurred, which are not under Contractor's control. An example would be a 25% increase in insurance costs.
3. Contractor must provide a detailed breakdown of the Year 1 Annual Fees by calendar month in the following format:
 - a. **Personnel/Staffing:** Contractor shall provide position titles, number of staff in each position title, billable hourly rate for each title, and the estimated number of billable hours for each title.
 - b. **Equipment:** Contractor shall provide description of each equipment type, number of each type to be employed, estimated billable hours of use for each type and the hourly fee for each type. Photos or brochures of the equipment will be helpful in evaluation.
 - c. **Materials:** Contractor shall provide description and cost of any materials included in the Annual Fees.
 - d. **Other:** Contractor shall provide description of any other costs included in the proposed Annual Fees not falling into any of the above designations.

B. Fees for Expanded Scope of Work

If during the term of the Agreement between Town and Contractor: (i) Town requests Contractor to provide services that exceed the original scope of work as detailed in Exhibit C, or (ii) unforeseen circumstances (i.e. severe weather event) create the need for Contractor to temporarily exceed the original scope of work as detailed in Exhibit C; fees for such services shall be negotiated.

Shore Beach Services, Inc.						
Town of Hilton Head Island RFP 2024-03						
Detail Of Proposed Annual Fees Payable To Contractor For Service Year 1						
Attachment 1						
Calendar Month	Lettered Columns References Are To Exhibit 1. Section II.					
	A	B	C	D	E	Totals
	Beach Patrol Director	Beach Patrol	Night Patrol	PWC's	Animal Control	
2024 July	\$ -	\$ 31,977	\$ 3,174	\$ 4,830	\$ -	\$ 39,981
2024 August	-	31,977	3,174	4,830	-	39,981
2024 September	-	22,006	3,072	312	-	25,390
2024 October	-	-	-	-	-	-
2024 November	-	-	-	-	-	-
2024 December	-	-	-	-	-	-
2025 January	-	-	-	-	-	-
2025 February	-	-	-	-	-	-
2025 March	-	-	-	-	-	-
2025 April	-	21,950	3,238	-	-	25,188
2025 May	-	34,023	3,345	4,916	-	42,284
2025 June	-	32,926	3,238	4,757	-	40,921
Total For Year	\$ -	\$ 174,859	\$ 19,241	\$ 19,645	\$ -	\$ 213,745



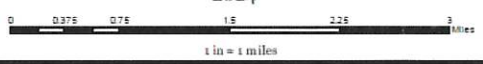
Legend

- Lifeguard Areas @ Public Beach Parks
- Beach Patrol Areas**
- 1
- 2
- 3
- 4
- Planned Unit Development

Attachment C

Beach Patrol Areas

2024



The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The lines of color represent the location of lifeguard areas or other information and do not represent any other information.



SHORE BEACH SERVICE

2026

ALL FRANCHISE AREAS

EXHIBIT B-1

Equipment	2026						2025					
	Area A	Area B	Area C	Area D	Area E	Total	Area A	Area B	Area C	Area D	Area E	Total
Umbrellas	414	374	236	456	220	1,700	400	374	236	456	220	1,686
Chairs	886	810	482	936	474	3,588	858	810	482	936	474	3,560
Totals	1,300	1,184	718	1,392	694	5,288	1,258	1,184	718	1,392	694	5,246

SHORE BEACH SERVICE

2026

FRANCHISE AREA A

EXHIBIT B-2

Equipment	Westin		Barony		Islander's		Island Club		Folly Field		Beach & Tennis		Driessen		Surf Watch		Burkes Beach		HH Resort		Area A Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas	112	112	46	46	22	22	34	48	20	20	40	40	28	28	44	44	24	24	30	30	400	414
Chairs	256	256	110	110	44	44	72	100	40	40	80	80	56	56	92	92	48	48	60	60	858	886
Totals	368	368	156	156	66	66	106	148	60	60	120	120	84	84	136	136	72	72	90	90	1,258	1,300

SHORE BEACH SERVICE

2026

FRANCHISE AREA B

EXHIBIT B-3

Equipment	Dunes House		Hilton Resort		Villamare		Disney Resort		Captain's Walk		Omni Resort		Area B Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas	74	80	112	106	46	46	42	42	30	30	70	70	374	374
Chairs	162	176	250	236	96	96	86	86	60	60	156	156	810	810
Totals	236	256	362	342	142	142	128	128	90	90	226	226	1,184	1,184

SHORE BEACH SERVICE
2026
FRANCHISE AREA C

EXHIBIT B-4

Services	Hampton		Barrington		Sonesta Resort		Area C Totals	
	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabanas	56	56	60	60	120	120	236	236
Chairs/Lounges	116	116	126	126	240	240	482	482
Totals	172	172	186	186	360	360	718	718

SHORE BEACH SERVICE

2026

FRANCHISE AREA D

EXHIBIT B-5

Services	Sea Crest		Breakers		Beach House		Ocean One		Shorewood		Sea Side Villas		Ocean Club Villas		Ocean Oaks		Grande Ocean		Alder Lane		Area D Totals	
	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabana	64	64	70	70	92	92	20	20	32	32	36	36	16	16	46	46	68	68	12	12	456	456
Chairs/Lounges	132	132	150	150	184	184	40	40	64	64	76	76	32	32	92	92	142	142	24	24	936	936
Totals	196	196	220	220	276	276	60	60	96	96	112	112	48	48	138	138	210	210	36	36	1,392	1,392

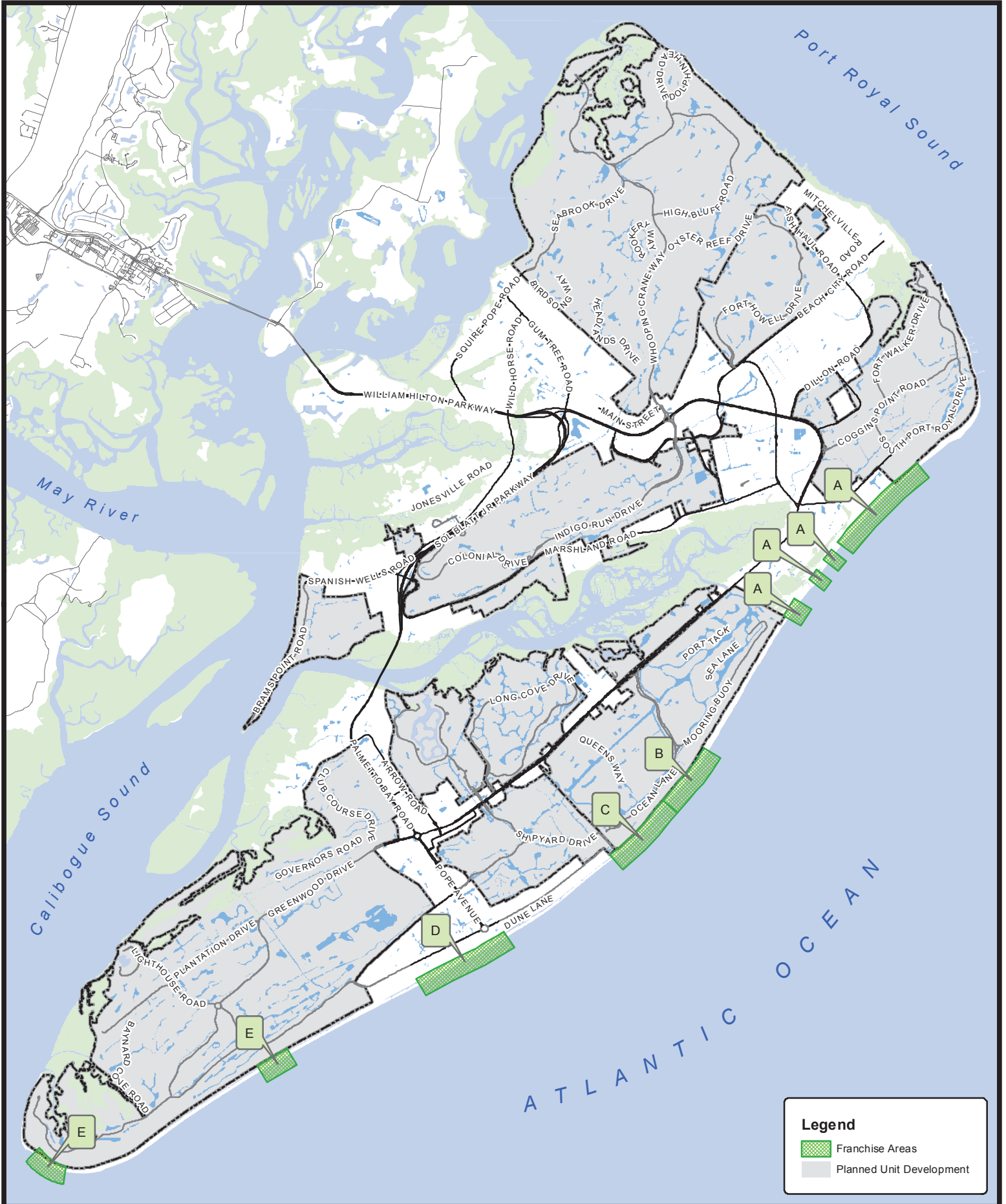
SHORE BEACH SERVICE

2026

FRANCHISE AREA E

EXHIBIT B-6

Services	Sea Pines Beach Club		Monarch		Tower Beach		Area E Totals	
	2025	2026	2025	2026	2025	2026	2025	2026
Umbrellas/Cabanas	146	146	50	50	24	24	220	220
Chairs/Lounges	300	300	104	104	70	70	474	474
Totals	446	446	154	154	94	94	694	694

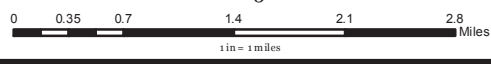


Legend

- Franchise Areas
- Planned Unit Development

Exhibit C-1
Areas of Operation

2025



TOWN OF HILTON HEAD ISLAND
 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-4400
 Date Created: 08/06/08
 Project: I:\GIS\Specs\Facilities\Map\Attachment_A_AreasOfOperation.mxd

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

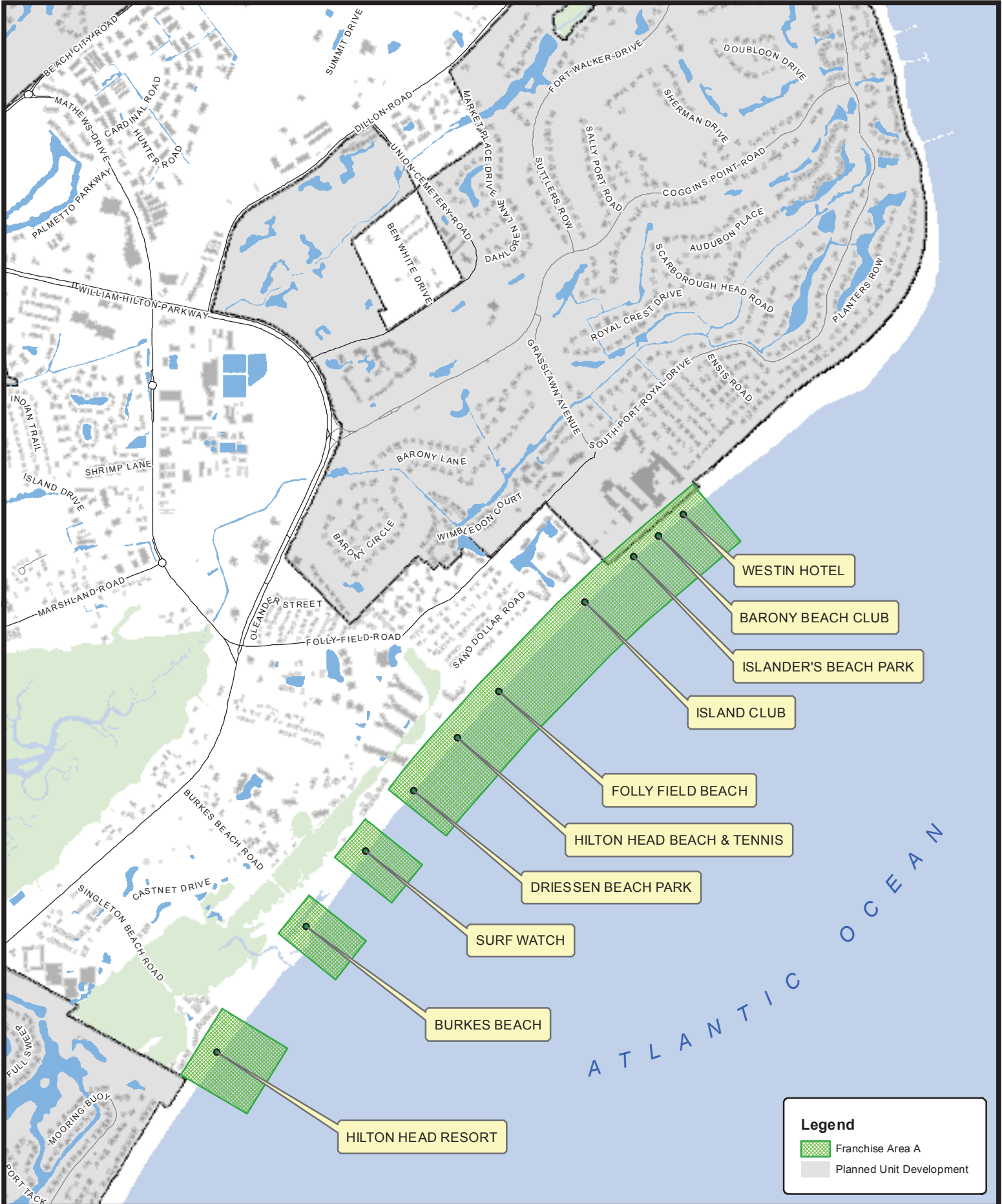


Exhibit C-2 Rental Locations - Area A



TOWN OF HILTON HEAD ISLAND
 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-6400
 Date Created: 08/05/08

2025



1 inch = 1,667 feet



Legend

- Franchise Area A
- Planned Unit Development

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Legend



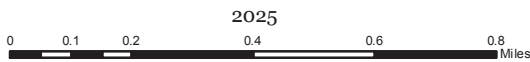
-  Franchise Areas B & C
-  Planned Unit Development

Exhibit C-3
Rental Locations - Area B & C



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Legend

- Franchise Area D
- Planned Unit Development

Exhibit C-4
Rental Locations - Area D

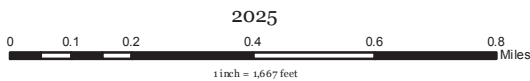
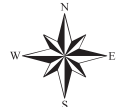
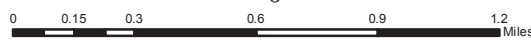




Exhibit C-5 Rental Locations - Area E

2025



Legend

- Franchise Area E
- Planned Unit Development

TOWN OF HILTON HEAD ISLAND
 ONE TOWN CENTER COURT
 HILTON HEAD ISLAND, S.C. 29928
 PHONE (843) 341-6400
 FAX (843) 341-6400

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