



REVISED AGENDA
-Item 7 added

Town of Hilton Head Island

Town Council Meeting

Tuesday, August 11, 2026, 3:00 PM

**1 Town Center Court, Hilton Head Island, SC
Benjamin M. Racusin Council Chambers**

A reception to honor Curtis Coltrane will be held in Council Chambers immediately after the meeting concludes. All are invited to attend.

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. Invocation – Pastor Dorth, Island Lutheran Church**
- 4. Adoption of the Agenda**
- 5. Approval of the Minutes**
 - a. Special Meeting Minutes of July 9, 2026
 - b. Regular Meeting Minutes of July 14, 2026
- 6. Presentations and Recognitions**
 - a. Report of the Town Manager
 - b. Recognition of Outgoing Town Attorney, Curtis Coltrane - Mayor Alan Perry
 - c. USCB Sand Shark Welcome Week Proclamation - Mayor Alan Perry
- 7. Public Comment - Non- Agenda Items (Limited to 30 Minutes)**
- 8. Reports from Members of Town Council**
 - a. General Reports from Town Council
 - b. Report of the Lowcountry Area Transportation Study - Councilmember Tamara Becker
 - c. Report of the Lowcountry Council of Governments - Councilmember Steve Alfred

- d. Report of the Beaufort County Airports Board - Councilmember Melinda Tunner
- e. Report of the Southern Lowcountry Regional Board - Councilmember Patsy Brison
- f. Report of the Island Recreation Association Board - Mayor Pro Tempore Alex Brown
- g. Report of the Beaufort County Economic Development Corporation - Mayor Alan Perry
- h. Report of the Gullah Geechee Historic Neighborhoods Community Development Corporation - Mayor ProTempore Alex Brown
- i. Report of the Community Development and Public Services Committee - Councilmember Tamara Becker
- j. Report of the Finance and Administrative Committee - Mayor Pro Tempore Alex Brown

8. Unfinished Business

- a. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Sign Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina - Second Reading - Brittany Ward, Town Attorney

9. New Business

- a. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Town Manager to Execute a Financial Participation Agreement with the South Carolina Department of Transportation to Initiate an Engineering Analysis and the Design of Improvements to the Sea Pines Circle - Shawn Gillen, Assistant Town Manager
- b. Consideration of a Resolution Authorizing the Town Manager to Execute and Deliver an Amended Stormwater Management and Utility Intergovernmental Agreement between the Town of Hilton Head Island and Beaufort County, South Carolina - Shawn Gillen, Assistant Town Manager
- c. Consideration of a Resolution Authorizing the Town Manager to Enter into an Agreement with the Hilton Head Audubon Society for Services at Jarvis Creek Park - Angie Stone, Assistant Town Manager

10. Public Comment - Non Agenda Items

11. 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 TOWN COUNCIL MEETING Thursday, July 9, 2026, 10:00 AM Minutes

Call to Order

Mayor Perry called the meeting to order at 10:00 a.m.

Council Members present: Alan Perry, Mayor; Alex Brown, Ward 1, Mayor Pro-Tempore; Patsy Brison, Ward 2; Steve DeSimone, Ward 3; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Melinda Tunner, Ward 6

Others Present: Marc Orlando, Town Manager; Brittany Ward, Town Attorney; Kim Gammon, Town Clerk

Pledge to the Flag

Adoption of the Agenda

Mr. Alfred moved to approve. Ms. Becker seconded. Motion carried 7-0.

New Business

Discussion of Public Safety Matters Related to Law Enforcement Services

Mayor Perry began the meeting by reminding everyone of Hilton Head Island's ongoing commitment to community safety in light of recent incidents at public spaces, including a tragic event on July 4th. The Mayor acknowledged the victims, their families, and the broad network of responders who supported the community during and after the incident. The Mayor emphasized that public safety is the foremost responsibility of local leadership and is a shared duty across the community and that Hilton Head Island's longstanding reputation for safety is the result of sustained effort, but changing visitor patterns and increased use of public spaces and evolving expectations require the Town to continually adapt its approach to safety. Mayor Perry then introduced the Town Manager, Marc Orlando.

Marc Orlando, Town Manager, stated that the Town of Hilton Head Island's Public Safety Program focuses on readiness, prevention, and coordinated support across multiple departments. Public safety is a core strategic priority, guided by ongoing feasibility studies and investments that strengthen situational awareness and enhance community safety and that the Town advances public safety through two major areas: capital investments—such as public realm improvements, safety cameras, and license-plate reader technology—and daily operational activities led primarily by Fire Rescue and the municipal Public Safety Department.

Fire Rescue is a large, well-established department of 154 employees overseeing fire services, EMS, emergency management, and building safety. The Public Safety Department, with 11 employees and a \$2.4 million budget, focuses on municipal code compliance, beach and park safety, short-term rental oversight, event support, and coordination on waterways. The Town provides visibility, observation, and coordination but does not serve as sworn law enforcement. Instead, it complements the statutory responsibilities of the Beaufort County Sheriff's Office, maintaining a strong and collaborative partnership with the Sheriff and other agencies such as SC Department of Natural Resources and private community security teams and that this collaboration ensures aligned efforts during routine operations, special events, and emergency situations. Mr. Orlando stated that public safety represents a major investment, with more than 42% of the Town's \$68 million general fund and 54% of Town personnel dedicated to safety functions and that overall, the program delivers critical support for resident and visitor safety, community quality of life, and the smooth coordination of local and regional safety partners.

Mayor Perry highlighted the Town of Hilton Head Island's continued and growing financial commitment to public safety and noted that the Town has made significant capital and operational investments and will continue prioritizing them. He relayed that, in addition to Town funding, residents contribute nearly \$7 million in FY 2027 through the Beaufort County Sheriff's Office HHI Police Fee, which has risen substantially over the past five years and, altogether, the community will invest more than \$9.4 million in public safety in the upcoming fiscal year. The Mayor expressed that the central question raised is not whether the Town is investing enough, but whether current strategies, resource allocations, and partnerships are aligned with today's operational needs—and whether new or revised approaches may be necessary moving forward. Mayor Perry invited Sheriff Tanner to provide an overview of law enforcement operations and current resources.

Sheriff Tanner pointed out that he believes there is an additional tax that is paid directly through Beaufort County and related to a countywide portion of the Sheriff Department's efforts across every municipality and requested that someone provide the figure representing what the Town contributes to Beaufort County for coverage.

Sheriff Tanner then introduced a video showing some events that transpired on Hilton Head Island during the July 4, 2026 weekend. This video is part of the BCTV recording of the meeting and can be viewed as part of the meeting via this link: [Jul 09, 2026 Hilton Head Special Town Council Meeting - Beaufort County, SC](#)

Sheriff Tanner focused on current public safety realities, the changing environment in Hilton Head Island, and the extensive efforts by the Beaufort County Sheriff's Office to manage increasing activity, especially in high-traffic beach areas like Coligny. He explained that the video shown to Council was intended to give residents and officials an unfiltered view of the nighttime activity officers deal with regularly. He highlighted the Sheriff's Office's continuous 24/7 operations across Beaufort County and noted how Hilton Head Island has evolved culturally and demographically over decades. The Sheriff discussed recurring conversations about whether Hilton Head Island should form its own police department, emphasizing that while he has never opposed the idea, it is a major undertaking often underestimated by the public. He referenced recent events, including the July 4th shooting where deputies arrived

within 17 seconds, to demonstrate the capability and rapid response of the Sheriff's Office, supported by coordinated efforts with multiple agencies. He shared detailed call-for-service and crime-rate data, noting significant reductions in calls over the past two years. He explained that Hilton Head Island's status as a destination brings heavy seasonal activity, requiring vigilant resource allocation based on real-time information from deputies. The Sheriff also outlined recommendations made in 2025 to improve the Coligny area—such as lighting, landscaping changes, and camera expansion—and updated Council on progress, including the establishment of a new substation in Coligny Plaza at a symbolic lease rate of one dollar per year. The Sheriff finished by acknowledging partner agencies, noting ongoing investigative progress with the July 4th cases, and reinforcing that some operational tactics must remain confidential. Overall, his message stressed the need for continued adaptation, enhanced infrastructure at key hotspots, and strong collaboration between the Town and law enforcement. Sheriff Tanner then introduced Daniel Gourley, II, general counsel for the Beaufort County Sheriff's Office.

Mr. Gourley outlined the Sheriff's Office's key recommendation to the Town Council: implementing a juvenile curfew to address recurring late-night issues involving minors on Hilton Head Island. He explained that other cities in South Carolina—such as Charleston, Myrtle Beach, Columbia, and Greenville—already use curfews effectively, giving law enforcement the authority to stop, identify, and direct juveniles home when encountered after certain hours. He stressed that enforcement should extend to parents who knowingly allow their children to be out late. Based on patterns observed by deputies, he recommended an 8:00 p.m. curfew for unaccompanied minors in known hotspot areas, with reasonable exceptions for emergencies, work, or travel home. He noted that juvenile behavior shown in the video highlights a lack of respect for law enforcement and the absence of legal tools to intervene, since current laws—like disorderly conduct—no longer apply to minors. The curfew, he argues, is a lawful, tested solution that would give officers the tools needed to reduce disruptive juvenile activity and improve public safety.

Sheriff Tanner then expanded on earlier recommendations by urging the town to enhance its overall community-based safety structure, in addition to considering a juvenile curfew. He suggested creating community resource positions within the Town—built out from the existing Code Enforcement team—to function similarly to community policing. These staff members would gather information directly from non-gated neighborhoods, address quality-of-life concerns beyond crime, and work more closely with residents. He noted that Code Enforcement already interacts with the community through issues like short-term rentals, parking, and business licensing, making it a strong foundation for a broadened role. He emphasized that this approach does not require sworn law-enforcement officers; the Town can build it in-house with leadership from its experienced public safety director. He reiterated support for the juvenile curfew, highlighting that the Town can tailor it by season, age, or specific hours, and stressed the importance of public education, so residents understand the new rules. He concluded by noting that shaping an environment where poor behavior leads to a loss of opportunity is an effective corrective approach for young people, reinforcing the need for these measures to address recurring issues in hotspot areas.

Mayor Perry thanked Sheriff Tanner and Mr. Gourley and asked Council about enhancing the

Town's Code Enforcement. He asked the Town Manager to work on obtaining this information, including funding needs, so it could be brought to Council for consideration. The Mayor then asked Council for comments and questions.

Council discussion centered on recent public safety concerns on Hilton Head Island, particularly incidents involving teenagers on the beach, including the July 4th shooting at Coligny Beach. Council members, the Mayor, and the Sheriff debated responsibilities, needed changes, and next steps.

Key points included:

1. Long-standing public safety issues on the beaches. Several council members emphasized that problems involving large teenage gatherings, fights, and drug use have been occurring for years, mostly unnoticed by non-beach-goers. There was consensus that the time has come for meaningful action.
2. Insufficient “boots on the beach”. Multiple council members expressed concern that deputy sheriffs are rarely present on the beaches unless a major event is anticipated. The Sheriff disputed this to a degree, saying deployment is based on intelligence and need, and that teams are dispatched when necessary. He stated 28 officers were deployed on July 4th, mainly on the South End.
3. Town vs. Sheriff responsibility. A key theme was whether the Town of Hilton Head Island must create and operate its own police department or significantly expand code enforcement. The Sheriff reiterated that his office is obligated to serve the entire county and cannot contract with municipalities, though Memorandums of Understanding (MOUs) can be used to authorize enforcement of town ordinances.
4. Potential creation of a Town of Hilton Head Island Police Department. Several council members referenced a long-standing discussion about establishing a local police department. The Sheriff provided estimates:

- Startup cost: \$26–\$30 million for the first year
- Full implementation timeline: 3–5 years
- He said he would fully support the Town if it chooses this path.

5. Enhancing Code Enforcement. There was agreement that code enforcement could be expanded with additional officers equipped with radios and body cameras. The Sheriff supported better integration between deputies and code enforcement, especially on the beach.
6. Role of technology (cameras, drones, Flock system). The Sheriff stressed that technology is essential. Cameras provided critical evidence in the July 4th incident. He strongly encouraged the Town to expand beach cameras and adopt a drone program for overhead surveillance.
7. Curfew discussions. Several members discussed establishing a teen curfew in certain areas. Concerns were raised that curfews may simply shift gatherings elsewhere and must be paired with broader community mitigation and youth support.
8. Coordination with the incoming Sheriff. Because Sheriff Tanner is leaving office in about six months, some council members stressed that this meeting should help shape expectations for the next Sheriff.
9. Community concerns and resource offers. The Lowcountry Alliance for Healthy Youth

offered funding (\$15–\$20k) to help cover armed officers on weekends.

Council members described additional issues:

- Drugs and marijuana use on beaches
- A series of teen gatherings and parties at Gumtree, Sea Pines, and other locations
- At least one incident where a 911 caller was told no officers were available to respond
- Need for monitoring social media flyers promoting teen beach meetups

Next steps identified

Council members expressed interest in:

- Proceeding with a study on expanded code enforcement or creating a police department
- Drafting a new Memorandum of Understanding (MOU) with the incoming Sheriff
- Ensuring better communication and expectation-setting
- Improving beach safety through surveillance, staffing, youth programs, and possible curfews
- Hearing public comments before forming final action items

Council Member Brison had the following suggested timeline for action:

Within 30 days

- Adopt a curfew ordinance.
- Create a system for additional beach patrols at Coligny and other areas where crowds may shift.
- Get a recommendation from the Town Attorney on how to manage and disperse large crowds, via ordinance or state statute.
- Issue a press release to the community and vacation rental companies explaining how they will receive safety alerts or shelter-in-place notices (perhaps via Nixle if appropriate and efficient).

Within 90 days

- Investigate the use of drones for public safety.
- Begin analyzing options for an interim or intermediate law enforcement force, including cost and service analysis, and the potential path toward a full police department.

After the election / with the new Sheriff

- Establish an agreement with the incoming Sheriff, reviewing past services and prior contracts.
- Explore youth programs and interventions.
- Evaluate drug intervention programs for the community.
- Discuss the law enforcement fee with the County and assess possible changes or reductions until the Town establishes its own police force.

- Consider charging for parking at Coligny.

Additional recommendation

- Add this topic to the July 14 council agenda for continued discussion and sequencing of immediate, secondary, and long-term actions.
- Evaluate possible youth/juvenile programs and whose duty it would be.
- Evaluate drug intervention programs and whose duty it would be.

Council Member Becker relayed that she has scheduled a meeting, open to the public, to be held at the Hilton Head Island Branch Library that evening, where the public could come and continue the dialogue or if unable to attend the Town Council meeting, would be able to participate at the library meeting. Ms. Becker also expressed support for the recommendations from a report that landscaping changes be addressed as soon as possible and parking fees at Coligny need to be discussed and addressed. She also gave assurance that growth management/capacity for the Island is being addressed and requested that Town Council give authority to the Town Manager and Town Attorney to begin working with the Sheriff's Department to implement ordinances to begin the work needed to be done. Additionally, Ms. Becker questioned the amount and the use of the County's Police Fee. Ms. Becker also relayed that the Lowcountry Alliance for Healthy Youth may have available funds from the opioid lawsuits to assist Hilton Head Island for services to help with addiction and it could be possible for Fire Rescue to work with that nonprofit to bring those dollars to the Island.

Mayor Perry asked Mr. Orlando for his thoughts and summary of expectations as to how to provide the best safety and security for Hilton Head Island, its residents, businesses and guests, in consideration of the fact that Beaufort County, which provides Hilton Head Island's policing, will have a new Sheriff in place in approximately six months.

Mr. Orlando responded to offer an explanation with regard to the Coligny area study that was mentioned several times during the meeting. The study contains security-related recommendations and was in the planning process when it was requested by several council members. Because it was in the planning process and remained an active study in the Beaufort County Sheriff's Office, it was advised that the study not be released at that time. The study does recommend landscape improvements, additional lighting and camera expansion. Landscaping was cut back, additional lighting was added and there is a contract underway for additional cameras.

Mr. Orlando then outlined ongoing efforts, challenges, and proposed next steps related to public safety, beach operations, and cooperation with the Beaufort County Sheriff's Office. He emphasized that Hilton Head Island has already invested heavily in public-realm improvements—including cameras, the Coligny quadrant, and beach infrastructure—and that planning for the Beach Operations Center is well underway. He clarified prior comments regarding golf carts on the beach, explaining the intent was to ensure law enforcement and Town staff have adequate equipment (ATVs, vehicles, cooled units) due to overwhelming beach conditions, and he relayed that there may be unspent funds of approximately \$20,000 in the Beaufort County Law Enforcement Fee which could be used toward essential items. Mr. Orlando relayed that the Town Attorney would work on a proposed curfew ordinance for

Council's review, and discussed the Town's Community Resource Officer (CRO) model, noting the Town of Hilton Head Island already employs 11 CROs and that their role is municipal-code-focused, not law enforcement. Mr. Orlando acknowledged the ongoing theme of redefining the Town–Sheriff partnership and highlighted the need for a clearly structured MOU that specifies service expectations, measurable results, and accountability, especially given the law enforcement fee (approximately \$6.9M and rising) placed on taxpayers. He stressed that the ordinance defining this fee requires services “above and beyond” base County law enforcement levels, prompting a need for renewed clarity via a Memorandum of Understanding. He suggested, moving forward, four possible service-delivery models:

- Status quo
- Strengthened Memorandum of Understanding with measurable outcomes and accountability
- Hybrid model with deputized officers assigned to Town needs
- Formation of the Town's own police department

Council Member Becker requested a timeline for the Town Manager's recommendations.

Mr. Orlando requested time to produce key deliverables, including a curfew ordinance (within 30 days) and a full public-safety assessment, and he underscored the need to collaborate with Sheriff Tanner now and with the incoming sheriff beginning January 4th. In closing, Mr. Orlando asked Council for direction and reaffirm the shared responsibility—town, sheriff, and community—to set service levels, understand current gaps, establish expectations in writing, and ensure taxpayer dollars are tied to clearly defined public-safety outcomes.

Mayor Perry closed the discussion by thanking everyone for their time and stated that they should use the knowledge gained from this experience and continue to work together to keep the Town of Hilton Head Island as one of the safest communities in South Carolina.

Mayor Perry asked for public comment:

John Davidson: addressed Council regarding real property values, the lawsuit regarding the dredging project, the ability to look ahead, that the time allotted for public comment is ineffective.

Richard Bisi: addressed Council regarding shootings at Coligny Beach and measures that could be taken to prevent such incidents, including monitoring of social media.

Teresa Duncan: addressed Council to relay that the gathering was planned on social media, the Sheriff's Department and officers did a great job, and suggested beach markets should have their own security.

Skip Hoagland: addressed Council to state that more police presence is needed in hotspot areas, the level of law enforcement needs to be expanded in connection with community growth and that Hilton Head Island should establish its own police department with the

possibility of a tourism fee to help offset costs.

Pamela Ovens: addressed Council to commend officers on their response and handling of the shooting incident, which shows that the current system is working, and thanked the Sheriff's Department.

Krista Flanders: addressed Council to request an increase in law enforcement presence on beaches and to strengthen the Town's partnership with Beaufort County Sheriff's Office through education, prevention and community outreach and suggested investment in addiction treatment and recovery resources.

Mark Piekarski: addressed Council to suggest that the Town expand service with the Sheriff's Department to enhance security in order to immediately address safety.

Rick Gillette: addressed Council to express concern regarding the unintended consequences of free parking at Coligny Beach and perhaps the free parking should be re-evaluated to reduce over-crowding and improve safety.

Lynn Greeley: addressed Council to express the need for Hilton Head island to have its own police force with increased police presence, especially in consideration of the expanded airport, which brings increased visitors, and suggested using tourism revenue to offset costs.

Kris Reitz: addressed Council regarding the need for law enforcement and patrolling to prevent the disruptive and dangerous late-night negative activities that have been occurring on the Island.

Dave Ferguson: addressed Council to express that Town Council's first responsibility is public safety and action should have been taken sooner to prevent the shooting tragedy, instead of reacting after the fact.

Philip Smith: addressed Council regarding the need for more sheriffs, traffic enforcement and canines, as well as a lockup facility, all of which may be used to deter criminal behavior.

Paige Cope: addressed Council regarding concern about the history of shootings on the Island and the change in community and feels the residents are taking a back seat to visitors, tourism and development and many residents no longer feel safe and requested that Council become more proactive.

Chuck Dowd: addressed Council and commended the Sheriff and the Sheriff's Department, stated that changes in the community require serious consideration of having a police department on the Island so it would be dedicated to the issues that affect the Island and noted that if such department heads are ineffective, they could be replaced.

Dominique Binins: addressed Council and expressed that he moved to Hilton Head Island to feel more safe, but juveniles on the Island are out of control because they understand the limitations of law enforcement and additional measures are needed to manage their actions

and behavior before another tragedy occurs.

Niwar Davis: addressed Council regarding the need for there to be immediate accountability for juveniles in order to avert catastrophic effects on the community and suggests that the community and Council need to work together more often to solve issues.

Laurie Yingling: addressed Council to share that her son-in-law and grandson were present on the beach at the time of the shooting, and they felt that something bad was going to happen based on the atmosphere.

Alexandra Ascencion: suggested outreach programs for youth in the community.

Public Comment - Non Agenda Items

Richard Bisi: addressed Council regarding concern that the scheduled time for the meeting disenfranchises working people who cannot attend meetings during working hours; and thought that the juvenile curfew would be a good idea.

Dave Ferguson: addressed Council regarding thoughts on ways to handle public safety such as putting more of the funding from the budget towards public safety, conversion of the Wild Wing Cafe building on Pope Avenue into a substation for law enforcement to include a holding cell, to show a strong police and civil community presence.

Skip Hoagland: addressed Council regarding the use of AI technology in place of a lawyer, forensic audits and financial oversight.

Brenda Armstrong: addressed Council regarding concern over the Island's growth, support of the curfew for juveniles and a request for additional educational assistance for the Island's most affected children and expressed concern for the Island's children who lack activities during the hottest months of the summer.

Adjournment

At 2:23 p.m., Mr. Alfred moved to adjourn. Ms. Becker seconded. Motion carried 7-0.

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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 TOWN COUNCIL MEETING Tuesday, July 14, 2026, 3:00 PM Minutes

Call to Order

Mayor Perry called the meeting to order at 3:00 p.m.

Council Members present: Alan Perry, Mayor; Alex Brown, Ward 1, Mayor Pro-Tempore; Patsy Brison, Ward 2; Steve DeSimone, Ward 3; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Melinda Tunner, Ward 6

Others Present: Marc Orlando, Town Manager; Brittany Ward, Town Attorney; Kim Gammon, Town Clerk

Pledge to the Flag

Invocation – Dr. Robinson, First Presbyterian Church

Reverend Dr. William Robinson of First Presbyterian Church, Hilton Head Island, delivered the invocation.

Adoption of the Agenda

Mayor Perry requested a motion be made to amend the Agenda by moving Public Comment - Non Agenda Items before Item 8. Consent Agenda. Mr. Brown moved to approve. Ms. Becker seconded. Motion carried 7-0.

Mr. Alfred moved to approve the amended Agenda. Ms. Becker seconded. Motion carried 7-0.

Approval of the Minutes

Budget Workshop Meeting Minutes of May 14, 2026

Mr. Alfred moved to approve. Ms. Brison seconded. Motion carried 7-0.

Budget Workshop Meeting Minutes of May 19, 2026

Mr. Alfred moved to approve. Ms. Brison seconded. Motion carried 7-0.

Regular Meeting Minutes of June 9, 2026

Mr. Alfred moved to approve, with the changes incorporated for Ms. Brison's comments

regarding Agenda Item 11.a. relating to the adoption of the Destination Marketing Organization FY 27 Marketing Plan, Budget and Industry Metrics, as requested by Ms. Brison. Ms. Becker seconded. Motion carried 7-0.

Presentations and Recognitions

Report of the Town Manager

Mr. Orlando reported on recent community projects and upcoming initiatives, including major improvements at Jonesville Stables, a public open house for the redesigned Bristol Sports Arena, the Island's new Storm Ready Certification, the ongoing construction project at the USPS location at Gumtree Road and William Hilton Parkway, the deployment of Daxbots in connection with the Town's ADA self-assessment, and the expansion of recycling systems in beach parks. Mr. Orlando also mentioned that Fire Rescue hosted its third annual hands-on training girls summer camp, he welcomed the Town's six summer interns who are supporting various Town departments, reminded everyone that there is a new display of artwork in the hallway of Council chambers, titled, *Island Americana*, noted that the Town received a grant from the South Carolina Arts Commission for the 2026 Lantern Parade, and also reminded everyone of the Gullah Geechee Historic Neighborhood Community Development Corporation Money Talks Seminars being held at the Hilton Head Island Recreation Center.

Mr. Orlando highlighted public safety investments—such as enhanced security systems, beach patrol coordination, and municipal code enforcement, and emphasized that over 42% of the Town's general fund is directed to public safety.

i. Follow up to Town Council's Request and Direction Regarding Discussion of Public Safety Matters Related to Law Enforcement Services

Following last week's public safety workshop, Mr. Orlando outlined next steps: Immediate/Next 30 Days: evaluating a juvenile curfew and crowd dispersal ordinance, continuing coordination with the Beaufort County Sheriff's Office on enhanced beach patrols, and improving emergency messaging to residents; Mid-Term (Next Several Months): advancing safety upgrades in the Coligny area, advance planning for a beach operations center at the Wild Wings building, acquiring a mobile camera trailer for the Town, enhance drone surveillance and improve pedestrian and traffic safety on North/South Forest Beach Drive, and developing and presenting a full public safety service delivery assessment at the September Finance & Administrative Committee meeting to include guiding principles, service level analysis, cost assessment and Beaufort County Sheriff's Officer partnership review; Long-Term (Through Early 2027): strengthening and clarifying the Memorandum of Understanding with the Beaufort County Sheriff's Office, develop a hybrid public safety model (beach, marine, road operations), and consider establishing a municipal police department.

Additionally, Mr. Orlando suggested evaluating paid parking at beach parks and exploring youth intervention and drug prevention programs.

Beaufort County School District Character Education Student of the Month - Mayor Alan Perry

Mayor Perry recognized and congratulated Raul Vincent Rivera, from Daufuskie Island School, who was selected as Beaufort County School District Character Education Student of the Month for the character traits, responsibility and cooperation.

Gullah/Geechee Nation Appreciation Week Proclamation - Mayor Alan Perry

Queen Quet was present to accept the proclamation recognizing Gullah Geechee Nation Appreciation Week, on behalf of the Gullah Geechee Nation.

Parks and Recreation Month Proclamation - Mayor Alan Perry

Leah Arnold, Island Recreation Association Parks and Recreation Executive Director, along with Program Managers, Nate Skager, Arleigh Thorp and Bethany Brown, Island Recreation Association Board President, Kate Boardman and Town of Hilton Head Island Facilities Director, Derrick Coaxum were present to accept the the proclamation.

Reports from Members of Town Council

General Reports from Town Council

Mayor Perry relayed that he, the Town Council and the Town Manager are working to evaluate safety and security on Hilton Head Island and he believes that they will have a lot more information and clarity when they come back to the Town Committees in August and September based on discussions that will take place with Beaufort County officials.

Ms. Tunner relayed that the Town of Hilton Head Island has a Wimbledon Champion, Isha Manchala of Palmetto Hall, who is also the first American to win the 14 and under singles title.

Mr. Brown relayed that he has approached the Community Foundation of the Lowcountry to request that the Foundation become involved in a conversation to find ways for young people to gather safely, and the Foundation has agreed to do so. Mr. Brown would also like to find ways to get the business community involved and approached Bill Miles of the Hilton Head Island-Bluffton Chamber of Commerce - Mr. Miles has also agreed to become involved. Mr. Brown asked Council to consider creating a vehicle by which conversations can be had concerning the Island's youth. Mayor Perry approached an individual at the Mayor's Youth Counsel, who is prepared to come to Hilton Head Island to participate in such conversations.

Mr. DeSimone mentioned that he has been getting conflicting numbers as to the number of officers on duty on July 4th and would like to see copies of the Beaufort County Sheriff's Office Shift Schedules in order to get an exact number so that, going forward, Council has an exact number to work with in connection with a needs assessment. He also requested that, if people have questions, please contact one of the Council Members, who can provide accurate information and answers to questions.

Ms. Brison relayed her concern about the upcoming weekend nights at the beaches and would like to see conversations continue with the Sheriff's Office about having a continued presence at the beaches until the Town can determine its next steps. She also suggested reaching out

Town of Hilton Head Island Town Council

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to various youth groups on the Island as additional resources. Additionally, she recommended taking a look at ordinances which would be used for a specific time period.

Ms. Brison talked about the Gullah Geechee Nation Appreciation Week and urged the public to visit the Gullah Museum of Hilton Head Island and relayed that there will be a food festival in the fall, as well as an upcoming Fish & Grits Music Festival on October 3rd and encouraged everyone to participate in oyster shell recycling which takes place at the Coastal Discovery Museum. She also thanked Beaufort County for holding one of their regular meetings at the Hilton Head Island Branch Library.

Ms. Becker thanked the Town Manager for his report but stressed that rising Island-wide crime, highlighted by the July 4th incident, needs urgent and ongoing attention involving the Sheriff's Department to address current safety concerns. Ms. Becker praised the Fire and Rescue Department as "world-class" and with regard to the three potential paths for Island public safety outlined by Mr. Orlando (improving expectations within the existing Memorandum of Understanding with the Sheriff's Office, creating a hybrid model, or establishing a dedicated Town public safety department), whichever public-safety model the Town chooses must be world-class. Ms. Becker remarked that the video shown at the Town Council Meeting of July 9th was shocking and emphasized the need for consistent daily law-enforcement presence and voiced support for youth-focused initiatives through the Lowcountry Alliance for Healthy Youth and suggested expanding Hilton Head Island Recreation Center to meet growing community needs. Ms. Becker also offered support for increased beach and Island presence and thanked leadership for moving these efforts forward.

Mr. Alfred expressed concern over figuring out how to provide additional "boots on the beach", as the current Sheriff does not favor that approach. Additionally, he relayed that the Finance & Administrative Committee has made a recommendation to proceed with entering into a contract with the South Carolina Department of Transportation to take over supervision of the next stage of completing the design for Sea Pines Circle.

Report of the Lowcountry Area Transportation Study - Councilmember Tamara Becker

No report.

Report of the Lowcountry Council of Governments - Councilmember Steve Alfred

No report.

Report of the Beaufort County Airports Board - Councilmember Melinda Tunner

Ms. Tunner relayed that the new parking system is up and running at the airport, the animal relief area will be completed by the end of July, advertising will be available on digital screens by the end of August, and the airport is currently working on a solution to deal with recyclables.

Report of the Southern Lowcountry Regional Board - Councilmember Patsy Brison

Ms. Brison reported that there was a meeting held in Hardeeville on June 23rd and included a presentation about hydrofoil electric boats and ferries built by a Swedish company, Candela, Town of Hilton Head Island Town Council

Meeting Minutes

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and relayed that Senator Davis is working with the South Carolina Department of Commerce to use funds to start a ferry system - future updates to follow. These hydrofoil boats offer a smooth ride and use very little energy. There was also a report from a Council Member of the Town of Bluffton proposing an anti-litter initiative and educational program to include adopting a new ordinance on plastics and styrofoam and urged Council to add the ordinance to the Town of Hilton Head Island's Agenda. The next meeting is July 28, 2026 in Bluffton.

Ms. Becker relayed that she is part of the committee working on the Candela project and that she has had very good discussions with Mayor Perry, who supports the project, and noted that the hydrofoil ships that Ms. Brison discussed would be built locally in Jasper County, and it would be a great opportunity for economic development as well as a quick transportation option, such that individuals could live where they like and be able to work on Hilton Head Island.

Report of the Island Recreation Association Board - Mayor Pro Tempore Alex Brown

Mr. Brown relayed that there are free monthly youth lacrosse clinics, fall registration is open for youth soccer with discounts for those who register early, Gator football practices and conditioning have started with 41 children registered so far, summer sports camp is winding down with only a few weeks left to go, and pickleball currently has 615 memberships.

Report of the Beaufort County Economic Development Corporation - Mayor Alan Perry

Mayor Perry relayed that he would have the report for the Beaufort County Economic Development Corporation next month.

Report of the Gullah Geechee Historic Neighborhoods Community Development Corporation - Mayor Pro Tempore Alex Brown

Mr. Brown reported that the Gullah Geechee Historic Neighborhoods Community Development Corporation (CDC) will meet on July 15th and that the CDC will hold a workshop to begin discussions on its Fiscal Year 2027 - Fiscal Year 2030 Strategic Action Plan.

Report of the Finance and Administrative Committee - Mayor Pro Tempore Alex Brown

Mr. Brown reported that the Finance & Administrative Committee will meet on August 10, 2026. The Committee will receive the Town of Hilton Head Island Fiscal Year 2027 Monthly Financial Update, review the Town of Hilton Head Island Investment Policy, receive a presentation on the Fiscal Year 2027 Classification and Compensation Study and Recommended Implementation Plan, and consider a resolution authorizing the Town Manager to execute certain documents associated with wetland mitigation for the Crossings Park Project.

Report of the Community Development and Public Services Committee - Councilmember Tamara Becker

Ms. Becker reported that the Community Development and Public Safety Committee did not meet on July 13, 2026. The meeting was canceled due to lack of agenda items. The next

meeting is scheduled for August 10, 2026, and there is a full agenda for that meeting.

Consent Agenda

Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Long-Term Lease of Real Property Owned by the Town of Hilton Head Island, South Carolina, to St. James Baptist Church, a South Carolina Nonprofit Corporation; and the Reconveyance of Real Property to Be Owned by the Town of Hilton Head Island to St. James Baptist Church, under the Terms of a Contract Authorized on June 9, 2026 - Second Reading - Ben Brown, Assistant Town Manager

On June 9, 2026, Town Council approved the First Reading of this Ordinance, and there have been no changes since approval.

Mr. Brown moved to approve. Ms. Brison seconded.

Mayor Perry asked for public comment.

Chester Williams addressed Council to let them know he has been working with St. James on this project for almost two decades and he thanked Council for their willingness to cooperate and urged Council to move forward as quickly as possible.

Motion carried 7-0.

Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Conveyance of Real Property Owned by the Town of Hilton Head Island, South Carolina, to Beaufort County, South Carolina, under the Terms of a Contract Authorized on June 9, 2026 - Second Reading - Ben Brown, Assistant Town Manager

On June 9, 2026, Town Council approved the First Reading of this Ordinance, and there have been no changes since approval.

Mr. Brown moved to approve. Ms. Becker seconded.

Ms. Becker asked for clarification on the property being addressed in the Ordinance. Attorney Curtis Coltrane provided clarification that the property is the 4.667-acre tract of land from the old Port Royal Golf Course, located on Union Cemetery Road.

Mayor Perry asked for public comment. There was none.

Motion carried 7-0.

New Business

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina Authorizing the Execution and Delivery of a Sponsorship Agreement for the Hilton Head Island Jam 2026 Songwriter Festival - Angie Stone, Assistant Town Manager

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Angie Stone, Assistant Town Manager provided a brief summary.

Hilton Head Island Jam Entertainment, LLC (HHIJE), produced the Hilton Head Island Jam Songwriter Festival in 2023, 2024, and 2025. The Town of Hilton Head Island has provided sponsorship funding for each of these events. HHIJE has submitted a proposal and budget to produce Hilton Head Island Jam 2026 Songwriter Festival.

Ms. Stone reported that the festival has operated for four years and has become a cultural asset to the community by attracting world-class entertainers, offering free concerts for residents, and giving local musicians valuable exposure to industry professionals. It also contributes to Hilton Head Island's tourism-based economy and reinforces Hilton Head Island's identity as a cultural destination. Participation has steadily grown, with songwriter attendance increasing from 34 in the first year to 41 in the most recent year, including both Nashville-based and local artists. Sponsorship funding has remained consistent at \$250,000 for the last two years. Town expenses, which cover security, sheriff support, restrooms, and park fencing, have varied slightly year to year, increasing somewhat due to enhanced security and additional facilities. The current sponsorship request remains \$250,000 with modest increases in projected town expenses, primarily related to security. Event attendance has grown significantly, rising from approximately 2,000 attendees in 2023 to nearly 3,750 across two nights in 2025. Hundreds of attendees traveled from out of town each year, although data does not indicate whether these visitors stayed overnight.

Ms. Becker moved to approve. Mr. DeSimone seconded.

Mayor Perry asked for public comment.

Skip Hoagland addressed Council regarding the use of tax funds to sponsor events.

Heather Rath addressed Council to express support for the festival and to request that local Hilton Head Island artists be supported and included as part of the event.

Council Members held a discussion to review financial, safety, operational, and contractual aspects of the proposed sponsorship for the Songwriter Festival, expressing concerns and requesting clarifications centered on budget details, public safety planning, marketing responsibilities, and expectations for local artist participation. Council Members asked for clearer breakdowns of contract labor costs, particularly security and safety, prompting confirmation that a festival security expert has been engaged, spotters and radios will be deployed, and the Sheriff's Department and Island Security will coordinate coverage. Questions were raised whether marketing has ensured adequate promotion, especially given the Town's existing agreement with the Chamber/Destination Marketing Organization (DMO) to market local festivals. Attendance data from the DMO is expected to help evaluate return on investment. Council reviewed the sponsorship agreement's responsibilities: insurance, licensing, cleaning, shuttles, and security contracts, and confirmed that associated costs are fully included in the current expense estimates with no cost overruns expected. Council Members raised process concerns, noting the request arrived only about 60 days before the event. Several urged moving future sponsorship reviews earlier in the year to ensure

transparency and thorough evaluation, especially because the funding amount is substantial. Council also discussed improving metrics for evaluating the event, including adding economic impact measures. Local artist representation was highlighted, and the organizer listed several local musicians planned for inclusion this year. Concerns were raised about drug use at large gatherings, the need for robust safety measures, and varying attendance levels at non-park venues. Some Council Members requested a legal opinion to ensure the sponsorship complies with public-funding requirements. Overall, Council Members expressed strong support for the festival and a desire for improved procedures in future years.

Motion carried 6-1 (Ms. Becker voted against).

Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution and Delivery of an Amendment to the February 10, 2026, Agreement between the Town of Hilton Head Island and BRE Retail Residual Circle Center Owner, LLC - Ben Brown, Assistant Town Manager

Brittany Ward, Town Attorney provided a brief overview of the affected property with regard to this item.

In summary, the Town of Hilton Head Island owns a parcel of real property located at 72 Pope Avenue, identified as Parcel 65C (former Wild Wing Café site), ("Town Property"). The parcel adjacent to the Town Property is commercial property commonly known as Circle Center, and is owned by BRE Retail Residual Circle Center Owner, LLC ("BRE") ("BRE Property"). On February 10, 2026, Town Council adopted a resolution authorizing an agreement between the Town and BRE. The February 10, 2026, agreement required Town Council to take certain actions no later than March 10, 2026. Specifically, Town Council was required to consider and approve an ordinance amending easements and covenants on the Town Property and BRE Property. The ordinance referenced in the Agreement was not placed on the March 10, 2026, Town Council agenda for its consideration. As a result, the contingency requirement was not met. The proposed amendment to the February 10, 2026 Agreement revises the contingency and closing dates to align with the anticipated second reading of the ordinance on August 11, 2026, and to allow sufficient time to complete the transaction thereafter, which include modifications to Outparcel Covenants, a Parking and Access Easement and a Non-Disturbance, Non-Competition and Use Agreement Declaration of Restrictive Covenants.

Ms. Brison moved to approve. Ms. Becker seconded.

Mayor Perry asked for public comment.

Lee Lucier addressed Council to express concern over the loss of Town-owned, non-beach parking.

Council held a brief discussion concerning timing and procedural confusion around amending a previously approved agreement, clarifying that the amendment extends deadlines needed to finalize an ordinance and terminate an easement. They raised concerns about the economic value and future use of 20 parking spaces tied to Town property, noting that the current

easement language limits their use and requires clarification. Council Members emphasized the need for a clear long-term plan for the property before making decisions, discussed allowable uses under existing covenants, and suggested delaying action until legal guidance and community input can be gathered.

At 6:00 p.m., Mr. Brown moved to enter into Executive Session for this Item 9.b. Ms. Becker seconded. Motion carried 7-0.

At 6:24 p.m., Mr. Brown moved to end Executive Session and return to the regular meeting. Ms. Becker seconded. Motion carried 7-0.

Ms. Tunner remarked that the 20 or so parking spots in question can only be leveraged if the Town-owned property becomes a restaurant and observed that this would be unlikely and that the public will have the opportunity to provide input as to the use/build-out of the property. Ms. Becker concurred that additional opportunities for discussion will be available for Council and the public.

Motion carried 7-0.

Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Sign Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina - First Reading - Ben Brown, Assistant Town Manager

Brittany Ward, Town Attorney provided a brief overview of the affected property with regard to this item.

In summary, the Town owns a parcel of real property located at 72 Pope Avenue, identified as Parcel 65C (former Wild Wing Café site), ("Town Property"). The adjacent commercial property, commonly known as Circle Center, is owned by BRE Retail Residual Circle Center Owner, LLC ("BRE") ("BRE Property"). Existing signage associated with the BRE Property is located on the Town Property. BRE has requested a formal easement to allow for the continued use, maintenance, and repair of two existing signs located within designated areas on the Town Property. The proposed easement formalizes existing conditions and clarifies responsibilities. The proposed Sign Easement formalizes existing conditions associated with signage serving the adjacent Circle Center property and clarifies responsibilities for the affected areas of Town-owned property at 72 Pope Avenue. Approval of the Ordinance will allow the Town to finalize the easement agreement and proceed with execution and delivery of the necessary documents consistent with the terms as outlined.

Mr. Brison moved to approve. Mr. Alfred seconded.

Ms. Becker requested clarification as to what the signs indicate and whether they would be subject to Design Review Board requirements if they were damaged. Mr. Sean Leininger, Deputy Town Manager, confirmed the use of the signs as directional and they have a directory associated with them and would be subject to Design Review Board review requirements and

Land Management Ordinance requirements.

Mayor Perry asked for public comment. There was none.

Motion carried 7-0.

Consideration of a Resolution Authorizing the Dissolution of the Northpoint Public-Private Partnership Housing Advisory Committee - Ben Brown, Assistant Town Manager

Mr. Brown moved to approve. Mr. Alfred seconded.

Mayor Perry asked for public comment. There was none.

Motion carried 7-0.

Consideration of a Resolution Authorizing the Creation of the Bryant Road Public-Private Partnership Housing Advisory Committee - Ben Brown, Assistant Town Manager

Ben Brown, Assistant Town Manager, provided a brief overview of the item.

In connection with the development of the workforce housing community located at 30 Bryant Road, Town Council is requested to establish the Bryant Road Public-Private Partnership Housing Advisory Committee. The Resolution creates a committee structure which would consist of five (5) members, including two (2) Town Council members and three (3) additional community members, and would be supported by Town staff to assist with the next phase of the process. The Committee's responsibilities would include reviewing Request for Qualifications submissions, participating in the evaluation of development teams, recommending firms to advance to the Request for Proposals phase, reviewing development proposals, and ultimately providing a recommendation to the Town Manager and Town Council regarding a preferred development partner.

Ms. Brison moved to approve. Ms. Becker seconded.

Mayor Perry asked for public comment. There was none.

Mr. Orlando provided an update to let Council know that the Town has already received several Requests for Qualifications and once the committee is in place, work will begin on the Requests for Qualifications and subsequent Requests for Proposals.

Motion carried 7-0.

Unfinished Business

Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Termination of a Parking and Access Easement, and Amending a Declaration of Covenants and Non-Disturbance, Non-Competition, Declaration of Easements and Restrictive Covenants Agreement, Related to 72 Pope Avenue, Hilton Head Island, South Carolina -

Town of Hilton Head Island Town Council

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Second Reading - Ben Brown, Assistant Town Manager

Mr. Brown moved to approve. Ms. Brison seconded.

Mayor Perry asked for public comment. There was none.

Ms. Becker clarified that this Ordinance is part of other items on the Agenda that were previously discussed at this meeting, and part of the legal advice Council received.

Motion carried 7-0.

Public Comment - Non Agenda Items

Skip Hoagland addressed Council regarding the Town's budget, the Destination Marketing Organization Contract, funding of a bridge in Harbor Town, sponsorship of the RBC golf tournament, the hiring of the new Town Attorney, Brittany Ward, use of ATAX funds and recommendations to increase safety at Coligny Beach.

Dave Ferguson addressed Council regarding public safety and suggested that a Strategic Plan for Public Safety be created and that all decisions made by the Town take into consideration whether each such decision will make the community safer.

Bob Crimian addressed Council to request that Council take up and adopt an updated plastics ordinance, which Beaufort County adopted earlier in the summer, to regulate plastic bags, eliminate polystyrene foam and styrofoam in to-go products and make carry-out cups with covers and straws available upon request. Mr. Crimian provided further details as to the process for the adoption and implementation of the ordinance.

Lola Campbell addressed Council to thank them for taking the time to make their decision as to next steps to enhance public safety, and to point out that Hilton Head Island has another champion from the Island, Colton Ford, 16, who placed first in the International Laser Class Association (ILCA) 4 North American Championship in San Pedro, California.

Kristine Ruffner addressed Council regarding the process for public comment at Town Council meetings and said that the scheduled time for the meetings discourages residents who work from coming to meetings. She asked Council to consider additional options as to scheduling and public comment sign-ups for Town Council meetings.

Heather Rath addressed Council to thank them for safety investments that have been budgeted for and were in place on July 4th and offered additional recommendations to further improve public safety going forward.

Chuck Dowd addressed Council to thank the Town Manager and Council for their continuing efforts to address public safety and offered some thoughts on safety networks/notification and curfews.

Steve Yingling addressed Council to offer suggestions for enhancement of public safety going

forward, to include focus on the areas of prevention, alert and apprehension and rescue.

Executive Session

At 6:38 p.m., Mr. Orlando stated the need to enter into Executive Session for the reasons listed below. Mr. Alfred moved to enter Executive Session for the reasons cited by the Town Manager. Ms. Becker seconded. Motion carried 7-0.

Discussion of Legal Advice Related to Settlement of Legal Claims or Other Matters Covered by the Attorney Client Privilege [Pursuant to South Carolina Freedom of Information Act 30-4-70(a)(2)] related to:

1. Hilton Head Island Motorcoach Resort Owners' Association, Inc., et al. v. South Island Public Service District, et al.

Receipt of Legal Advice Related to Pending Litigation or Other Matters Covered by Attorney-Client Privilege [Pursuant to South Carolina Freedom of Information Act 30-4-70 (a)(2)] related to:

1. Discussion of Representation for Litigation Cases

Discussion of Negotiations Incident to Proposed Contractual Arrangements for the Proposed Sale or Purchase of Property [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)] related to:

1. Marshland Road Area
2. Simmons Road Area
3. Sea Pines Circle Area

Action from Executive Session

At 8:07 p.m., Ms Becker moved to end Executive Session and return to the regular meeting. Ms. Brison seconded.

Mayor Perry asked if there was any business as a result of Executive Session.

Consideration of a Resolution authorizing the execution and delivery of a Settlement Agreement in relation to the Case of *Hilton Head Island Motorcoach Resort Owners' Association, Inc., et al. v. South Island Public Service District, et al.*, and the completion of the Town's obligations set out in the proposed Settlement Agreement

Mr. Brown moved to approve. Ms. Brison seconded. Motion carried 7-0.

Consideration of a Resolution authorizing the execution and delivery of a Contract between the Town and Broad Creek Marina Development, LLC and Broad Creek Marina Properties, LLC, for the purchase of real property containing 9.5 acres on Marshland Road, Hilton Head Island, South Carolina, and the completion of the transaction described in the Contract

Mr. Brown moved to approve. Ms. Brison seconded. Motion carried 7-0.

Consideration of a Resolution by the Town of Hilton Head Island, South Carolina, authorizing the Town Manager to execute the documents necessary and provide funding to Beaufort County Open Land Trust for the purchase of a conservation easement on real property known as the Simmons Tract with TMS Number R510 010 000 0008 0000 and R510 010 000 0647 0000, and other matters related thereto

Mr. Brown moved to approve. Ms. Becker seconded. Motion carried 7-0.

Adjournment

At 8:12 p.m., Mr. Alfred moved to adjourn, Ms. Becker seconded. Motion carried 7-0.

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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

The Town of Hilton Head Island



Commendation Honoring Curtis L. Coltrane

WHEREAS, Curtis Coltrane faithfully served as Town Attorney for the Town of Hilton Head Island for twenty-one years, providing exceptional legal counsel, sound judgment, and steadfast commitment to public interest; and

WHEREAS, throughout this period of service, Curtis Coltrane has demonstrated professionalism, integrity, and a deep dedication to the residents, elected officials, and employees of the Town; and

WHEREAS, Curtis Coltrane's guidance and expertise have contributed significantly to the Town's growth, stability, and effective governance; and

WHEREAS, the Town wishes to recognize and express its sincere appreciation for twenty-one years of outstanding service and leadership; and

WHEREAS, the Town Council and Staff offer their best wishes for continued success and happiness in all future endeavors.

NOW, THEREFORE, I, Alan R. Perry, Mayor of the Town of Hilton Head Island, South Carolina, on behalf of the Town Council and Town staff, hereby commend and honor Curtis Coltrane for twenty-one years of distinguished service as Town Attorney and extend our gratitude for the lasting contributions made to the community.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this eleventh day of August, in the year of our Lord, two-thousand and twenty-six.



Alan R. Perry, Mayor

The Town of Hilton Head Island



USCB Sand Shark Welcome Week Proclamation

WHEREAS, the University of South Carolina Beaufort is a fully accredited, comprehensive, baccalaureate institution within the University of South Carolina System; and

WHEREAS, USCB provides specialized instruction in nineteen undergraduate degree and two graduate degree programs to fulfill its mission to respond to regional needs, draw upon regional strengths, and prepare graduates to contribute locally, nationally, and internationally; and

WHEREAS, USCB is a primary resource for exceptionally skilled healthcare professionals, teachers, hospitality managers, science-based researchers, and computational specialists in the South Carolina Lowcountry; and

WHEREAS, USCB is a prominent regional catalyst for progress and is an engine for cultural and economic growth; and

WHEREAS, USCB's regional economic impact is in excess of 1,230 jobs, \$63 million in labor income, and \$141 million in economic development; and

WHEREAS, USCB welcomes more than 2,200 students, their parents, other family members, and friends to campuses in Bluffton, Beaufort, and on Hilton Head Island and to athletic facilities in Hardeeville for the start of the 2026-2027 academic year.

NOW, THEREFORE, I, Alan R. Perry, Mayor of the Town of Hilton Head Island, South Carolina, hereby proclaim the week of August 17th - August 22nd, 2026 as USCB Sand Shark Welcome Week.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed on this eleventh day of August in the year of our Lord, two thousand twenty-six.



Alan R. Perry, Mayor

Attest:

Kimberly Gammon, Town Clerk



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Mayor Alan R. Perry & Town Council Members
FROM: Ben Brown, Assistant Town Manager – Strategic Initiatives
CC: Marc Orlando, ICMA-CM, Town Manager
Brittany Ward, Town Attorney
DATE: August 11, 2026
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of an Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date – Second Reading

BACKGROUND:

The Town owns a parcel of real property located at 72 Pope Avenue, identified as Parcel 65C (former Wild Wing Café site), referred to herein as the "Town Property." The adjacent commercial property, commonly known as Circle Center, is owned by BRE Retail Residual Circle Center Owner, LLC ("BRE Property").

Existing signage serving the BRE Property is located on the Town Property. BRE has requested a Sign Easement to allow for the continued use, maintenance, and repair of two existing signs located within designated easement areas identified on the attached exhibit. The proposed Sign Easement formalizes these existing conditions and clarifies maintenance responsibilities for the affected areas of Town-owned property at 72 Pope Avenue.

Town Council approved first reading of the Ordinance on July 14, 2026. Approval of second reading will allow the Town to finalize the Sign Easement and proceed with execution and delivery of the necessary documents.

RECOMMENDATION:

Town Council is requested to consider second reading approval of the proposed Ordinance authorizing the execution and delivery of a Sign Easement to BRE Retail Residual Circle Center Owner, LLC, encumbering Town-owned real property located at 72 Pope Avenue.

NEXT STEPS:

Approve/Disapprove Second Reading of an Ordinance of the Town of Hilton Head Island, South Carolina, Authorizing the Execution and Delivery of a Sign Easement Encumbering Real Property Owned by the Town of Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date.

ATTACHMENTS:

1. Property Map
2. Ordinance & Sign Easement Agreement

Easements

Access

Parking and Access

Sign

Public Parking Signs

Other Town-Owned Property

Parcels



Ordinance 2026-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT
ENCUMBERING REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE.

BE IT ORDERED AND ORDAINED BY THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE TOWN
COUNCIL AS FOLLOWS.

Section 1. Findings and Conclusions.

(a) The Town of Hilton Head Island, South Carolina (the "Town"), is the owner of real property described as:

All that certain piece, parcel or lot of land, shown and described as "Parcel 65C" on a plat entitled "Asbuilt, Tree and Topographic Survey of Parcel 65C, Pope Avenue Commercial, Hilton Head Island, Beaufort County, South Carolina," prepared by Justin R. Kesselring, SCPLS 29901, dated September 14, 2023, last revised October 23, 2025, and which is attached hereto as Exhibit "A" (herein, the "Town Property").

(b) BRE Retail Residual Circle Center Owners, LLC (herein, "BRE") is the owner of real property described as:

ALL that certain, lot, piece or parcel of land, with the buildings and Improvements thereon erected, situate, lying and being in the City of Hilton Head Island, County of Beaufort, State of South Carolina, containing 6.91 Acres, more or less, and being shown and described on a plat entitled "6.91 ACRES - POPE AVENUE, A SECTION OF POPE AVENUE COMMERCIAL" prepared by Michael R. Dunigan, SCRLS #11905, dated December 6, 1991, and recorded January 17, 1992, in the RMC Office for Beaufort County, South Carolina, in Plat Book 42 at Page 179, and as also shown on plat entitled "AN UPDATE AS BUILT PLAT OF CIRCLE CENTER AND PARCEL III-A, A SECTION OF POPE AVENUE COMMERCIAL," prepared by Michael R. Dunigan, SCRLS #11905, dated August 10, 1993, and recorded In the RMC Office for Beaufort County, South Carolina, in Plat Book 47 at Page 49.

ALSO

ALL that certain piece, parcel or tract of land, situate, lying and being In the Town of Hilton Head Island, Beaufort County, South Carolina, containing 0.57 Acre, more or less, and being shown and described on plat entitled "AN UPDATE AS BUILT PLAT OF CIRCLE CENTER AND PARCEL III-A, A SECTION OF POPE AVENUE COMMERCIAL," prepared by Michael R. Dunigan, SCRLS #11905, dated August 10, 1993, and recorded In the RMC Office for Beaufort County, South Carolina, in Plat Book 47 at Page 49 (collectively, the "BRE Property"}.

(c) BRE has requested an easement to allow for the installation, maintenance and repair of two signs that exist on the Town Property, in the areas that are shown and described "Sign Easement # 1" and "Sign Easement # 2" on Exhibit "A" hereto.

(d) Separately, the Town and BRE have entered into an agreement regarding an amendment to real property covenants and the termination of parking easement that is beneficial to the Town and to BRE.

(e) The Town has agreed to grant the requested easement related to the signs to BRE.

(f) S. C. Code Ann. § 5-7-40 (Supp. 2026) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina*, (1983), require that any lease, conveyance or granting of an interest in real property owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance.

Section 2. Authority to Execute and Deliver Easement and Complete Town obligations.

(a) The Mayor and Town Manager are authorized to execute and deliver the "Sign Easement Agreement" in the form and substance as the document attached hereto as "Exhibit B."

(b) The Town Manager are authorized to take all other and further actions as may be necessary to complete to complete the Town's obligations set forth in the Sign Easement Agreement.

Section 3. 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 on the date of its adoption 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, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST, 2026.

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany L. Ward

First Reading: July 14, 2026

Second Reading: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement (the “Easement”) is made and accepted on this _____ day of August, 2026, by and between the Town of Hilton Head Island, South Carolina (the “Town”) and BRE Retail Residual Circle Center Owner, LLC (“BRE”).

WHEREAS, the Town owns real property that is described as follows:

All that certain piece, parcel or lot of land, shown and described as “Parcel 65C” on a plat entitled “Asbuilt, Tree and Topographic Survey of Parcel 65C, Pope Avenue Commercial, Hilton Head Island, Beaufort County, South Carolina, prepared by Justin R. Kesselring, SCPLS 29901, dated September 14, 2023, last revised October 23, 2025, and which is recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Page ____ (the “Town Property”).

WHEREAS, BRE has requested an easement from the Town to authorize BRE to install, maintain, repair and replace signs identifying businesses of BRE on BRE's property which is adjacent to the Town Property northern, western and southern boundaries (the "Circle Center Property").

WHEREAS, the Town has agreed to grant the requested easements to BRE over parts of the Town Property shown and described as “Sign Easement Number 1” and “Sign Easement Number 2” on the above referenced Plat (the “Easement Area”).

Now, therefore, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, paid to the Town by BRE, the receipt and sufficiency of which is acknowledged, the Town grants to BRE a permanent, non-exclusive Easement over the Easement Property for the purpose of installing, maintaining, repairing or replacing signs which identify the Circle Center Property and businesses that operate in the Circle Center Property. This Easement includes the right of BRE to maintain underground electrical lines for the purpose of lighting the signs (collectively, the “Signs”).

This Easement is granted and accepted subject to the following terms:

1. This Easement is conveyed subject to all other easements, licenses, and conveyances of record and is subject to the rights herein reserved by the Town to utilize the Easement Property at any time, in any manner, and for any purpose, provided, however, that such use by the Town, shall not be inconsistent with, nor prevent the full utilization by BRE of the rights and privileges granted herein.
2. BRE agrees to cause any work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Town. BRE further agrees to cause any work contemplated hereunder to be completed in an expeditious and timely fashion, that the Signs authorized hereunder shall at all times be maintained in a safe condition, and that all materials, debris, and construction materials shall be promptly removed. BRE shall restore any other part of the Town Property which may be damaged as a result of BRE’s exercise of the rights granted hereunder to its pre-existing state.
4. From the date of this easement and thereafter, BRE shall, at its sole cost and expense, be responsible for the timely cleaning, repair, renovation, replacement of the Signs and for the maintenance of the Signs and the Easement Property as shall be or shall become necessary or prudent.

5. The exercise of the rights granted in this Easement shall at all times be under the sole and exclusive control of BRE and responsibility for any and all claims of any nature arising from BRE's exercise of the rights granted in this Easements is with BRE.

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In Witness whereof, BRE Retail Residual Circle Center Owners, LLC, has caused this Sign Easement Agreement to be executed by its duly authorized officer(s) on this ____ day of August, 2026.

WITNESSES:

BRE RETAIL RESIDUAL
CIRCLE CENTER OWNER, LLC

Print Witness' Name:_____

By:_____
Matthew Ryan, EVP,
President South Region

Print Witness' Name:_____

STATE OF _____)

)

UNIFORM ACKNOWLEDGMENT

COUNTY OF _____)

I, the undersigned Notary Public do hereby certify that Matthew Ryan, EVP, President South Region, the duly authorized officer of BRE Retail Residual Circle Center Owner, LLC, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Sworn to and Subscribed before me
on this ____ Day of August, 2026.

Notary Public for _____
My Commission Expires:



TOWN OF HILTON HEAD ISLAND

TOWN COUNCIL

TO: Mayor and Council
FROM: Don D'Adam, Public Projects Director
VIA: Shawn Gillen, Assistant Town Manager
Marc Orlando, ICMA-CM, Town Manager
CC: Shawn Leininger, Deputy Town Manager
Jeff Netzing, Engineering Director
Richard Loudin, Public Projects Program Manager
Brittany Ward, Town Attorney
Dave Byrd, Finance Director
DATE: August 11, 2026
SUBJECT: Resolution of the Town Council of the Town of Hilton Head Island, South Carolina Authorizing the Execution and Delivery of a Financial Participation Agreement with the South Carolina Department of Transportation to Initiate an Engineering Analysis and the Design of Improvements to Sea Pines Circle and other matters related thereto.

RECOMMENDATION:

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island Authorizing the Town Manager to Execute a Financial Participation Agreement (FPA) with the South Carolina Department of Transportation (SCDOT) to Initiate an Engineering Analysis and the Design of Improvements to Sea Pines Circle. (**Attachment 1 and Attachment 1A**)

This agreement was reviewed by the Finance & Administrative Committee (F&A) on 5/11/26 and 7/13/26. All questions raised by F&A have been addressed and all three members voted in the affirmative on 7/13/26.

BACKGROUND:

In 2022 the Town of Hilton Head Island (Town) initiated the Major Thoroughfares Corridor Plan to study all major thoroughfares with an emphasis on pedestrian and vehicle safety improvements. The draft plan, last revised on April 9, 2024, divided all major thoroughfares into 8 segments to be considered for implementation as individual projects via the Capital Improvement Plan (CIP). Segment 8 – Sea Pines Circle/Palmetto Bay Road/Pope Avenue/Coligny circle was notable due to the congestion and safety issues associated with Sea Pines Circle. Staff initiated a survey with Atlas Survey in this area in 2025 with the intent to study this further with consultants. In 2025, the Town and South

Carolina Department of Transportation (SCDOT) met, and it was decided that the Sea Pines Circle Project (Project) would be led by South Carolina Department of Transportation (SCDOT) through a Financial Participation Agreement (FPA).

SCDOT, in conjunction with Town Engineering and Legal staff, prepared the FPA which outlines the scope, funding, and obligations of both parties to advance the analysis and design development for the Project in accordance with SCDOT standards. Project will be advanced to a 20-30% design development level with work products to include preliminary design drawings and an engineer's opinion of probable construction cost. The limits of the work are generally bound by the following – Palmetto Bay Road / Target Road intersection, US 278 / Arrow Road intersection, Pope Avenue / New Orleans Road intersection, and Greenwood Drive / Sea Pines Gate.

The FPA was reviewed by the Finance & Administrative Committee (F&A) on 5/11/26 and two (2) proposed changes were recommended to be discussed with SCDOT. These changes were discussed with the Staff Attorney and transmitted to SCDOT for consideration (**Attachment 2**). SCDOT's response to these proposed changes is shown in **Attachment 3** with SCDOT's response stating that the Town's proposed changes are already addressed in the agreement and the agreement should remain "as-is". The FPA was brought back to F&A on 7/13/26 and all members voted in the affirmative to execute the FPA "as is".

In parallel to this process, the Town received a letter from Sea Pines CSA requesting that the Town evaluate short-term operational improvements while other efforts are ongoing. (**Attachment 4**) The Town has responded to these requests and is also pursuing input and guidance from SCDOT (**Attachment 5**).

The project was originally funded by the Town for \$350,000 and \$32,404.54 has been spent to date on the survey efforts to potentially be used by SCDOT and their consultants. Therefore, \$300,000 will be utilized with SCDOT to satisfy the Town's obligations as part of this agreement. The remaining balance will be transferred back into the general fund.

NEXT STEPS:

Upon execution of the agreement, SCDOT is expected to solicit for an engineering consultant. We would estimate that the consultant would be under contract by late Fall 2026 with the next work product to be available for discussions by late Spring 2027.

ATTACHMENTS:

1. Resolution of the Town Council of the Town of Hilton Head Island Authorizing the Town Manager to Execute a Financial Participation Agreement with the South Carolina Department of Transportation to Initiate an Engineering Analysis and the Design of Improvements to Sea Pines Circle.

- a. Exhibit A - Financial Participation Agreement with the South Carolina Department of Transportation
2. Town of Hilton Head Island suggested edits to current agreement raised by the Finance & Administrative Committee.
3. SCDOT email response to suggested edits to current agreement raised by the Finance & Administrative Committee.
4. Sea Pines CSA Letter Request Regarding Sea Pines Circle – 5/22/26
5. Town Response to Sea Pines CSA Letter Request - 6/22/26

Donald D'Adam

From: Breland, Branford, I. <BRELANDBI@scdot.gov>
Sent: Friday, May 15, 2026 12:42 PM
To: Donald D'Adam
Cc: Shawn Gillen; Winn, Craig, L.; Marc Orlando; Jeff Netzing; Winn, Craig, L.; Brittany Ward
Subject: RE: Sea Pines Circle IGA

Don,

I sent the concerns to our legal department. They believe most of the Town's concerns are addressed with the agreement as-is. They have provided explanations to the concerns in red below. Please review and let me know if the concerns have been addressed. If the agreement is revised it will have to go back for SCDOT review and signatures. Based on the current time frame we cannot guarantee the agreement would be ready in June. Let me know if you have any questions.

Thanks,



Branford Breland, PE
Lowcountry Assistant Program Manager

P 803-737-1022 **C** 803-908-6415 **E** brelandbi@scdot.org

From: Donald D'Adam <donaldd@hiltonheadislandsc.gov>
Sent: Thursday, May 14, 2026 4:01 PM
To: Breland, Branford, I. <BRELANDBI@scdot.gov>
Cc: Shawn Gillen <shawng@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>; Marc Orlando <marco@hiltonheadislandsc.gov>; Jeff Netzing <jeffn@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>; Brittany Ward <bward@fingerlaw.com>
Subject: RE: Sea Pines Circle IGA

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Hello Branford

Per the email trail below, we have shared this draft agreement with our Finance Committee this week. They commented on two sections and attached are suggested edits to address the concerns outlined below.

Concerns Raised by TOHHI Finance Committee Member:

1. Paragraph C - This needs to be revised. The Town cannot allocate additional funds in such a short time if the funds are not allocated and approved by Town Council. – Notice from SCDOT would not

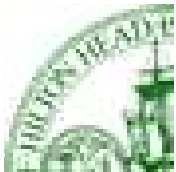
be the day before the funding would run out. You would be giving them monthly reports as required by Sect. VI.A. so arrangements could be made if it looks like additional funding will be needed.

2. Paragraph F - This needs to be revised. The Town does not own Greenwood Drive and the agreement should be clearer on any maintenance of private roads. – As written it only requires Town to maintain “any public road or structure . . .” Nothing in this Agreement would require Town to maintain a private road. Also to confirm this Agreement is only to develop 30% plans and cost estimates.

Are these requested edits amenable to SCDOT? Please review and comment so that we can take this to Town Council in June.

Formalities aside, thank you for keeping this moving forward and partnering on this agreement.

Don



Don D'Adam, P.E.

PUBLIC PROJECTS PROGRAM – DIRECTOR

Mobile: (843) 980-1711

Website: hiltonheadislandsc.gov

Address: Town of Hilton Head Island

1 Town Center Court,

Hilton Head Island, SC 29928

From: Donald D'Adam

Sent: Monday, May 4, 2026 11:34 AM

To: 'Breland, Branford, I.' <BRELANDBI@scdot.gov>

Cc: Shawn Gillen <shawng@hiltonheadislandsc.gov>; 'Winn, Craig, L.' <WINNCL@scdot.gov>; Marc Orlando <marco@hiltonheadislandsc.gov>; Jeff Netzinger <jeffn@hiltonheadislandsc.gov>; 'Winn, Craig, L.' <WINNCL@scdot.gov>

Subject: RE: Sea Pines Circle IGA

Hello Branford. A quick update on this matter.

The agreement is going to our Finance Committee in May and Town Council in June. In anticipation of this being completed, I will touch base with you soon to discuss the next steps and opportunities for closer coordination to support efficiency.



Don D'Adam, P.E.

PUBLIC PROJECTS PROGRAM - DIRECTOR

Mobile: (843) 980-1711

Website: hiltonheadislandsc.gov

Address: Town of Hilton Head Island
1 Town Center Court,
Hilton Head Island, SC 29928

From: Donald D'Adam

Sent: Thursday, April 2, 2026 10:21 AM

To: 'Breland, Branford, I.' <BRELANDBI@scdot.gov>

Cc: Shawn Gillen <shawng@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>; Marc Orlando <marco@hiltonheadislandsc.gov>; Jeff Netzinger <jeffn@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>

Subject: RE: Sea Pines Circle IGA

Thanks

We will be taking this to our council for authority to execute in June.

PS – Do you have an issue with us sending you suggested replacement of the exhibit with a tighter view that better represents the written scope in the agreement focused on the core circle?



Don D'Adam, P.E.

PUBLIC PROJECTS PROGRAM - DIRECTOR

Mobile: (843) 980-1711

Website: hiltonheadislandsc.gov

Address: Town of Hilton Head Island
1 Town Center Court,
Hilton Head Island, SC 29928

From: Breland, Branford, I. <BRELANDBI@scdot.gov>

Sent: Thursday, April 2, 2026 9:50 AM

To: Donald D'Adam <donaldd@hiltonheadislandsc.gov>

Cc: Shawn Gillen <shawng@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>; Marc Orlando <marco@hiltonheadislandsc.gov>; Jeff Netzinger <jeffn@hiltonheadislandsc.gov>; Winn, Craig, L. <WINNCL@scdot.gov>

Subject: RE: Sea Pines Circle IGA

Don,

Good morning. Attached is the partially signed agreement. Please sign and witness the document electronically or print document in color, **sign and witness in blue ink**, scan back in color and return. If you prefer a hard copy to sign we can get them to you. Please **do not date** the document. Our legal office will date it once it is fully executed by SCDOT. Once the agreement is fully executed, we will send you a hard copy original and an electronic copy of each one. Let me know if you have any questions.

Marc Orlando, Town Manager
Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928

Attachment 4

May 22, 2026

Dear Marc,

On behalf of the Sea Pines CSA, I am requesting that the Town evaluate short-term operational improvements intended to improve safety and traffic flow efficiency at the Sea Pines Circle and gateway intersections.

While long-term roadway and access improvements continue through planning and coordination efforts, residents continue to experience significant congestion and delays entering and exiting Sea Pines, particularly during peak periods. Given the projected timeline for larger capital improvements, we believe interim operational measures should be explored for near-term relief. Specifically, we request consideration of the following:

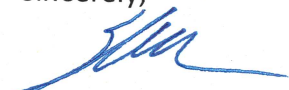
- Reduced speed limits within the Sea Pines Circle area to improve safety and merging operations;
- Signal timing adjustments at William Hilton Parkway and Palmetto Bay Road to create longer traffic gaps for Greenwood Drive traffic entering the circle;
- Evaluation of traffic metering concepts, including ground-mounted signals regulating entry from each approach during peak periods; and
- Additional signage, pavement markings, or other operational measures that may improve circulation and driver behavior.

We recognize portions of the roadway network are subject to State oversight and that some measures may require coordination with SCDOT. We believe these concepts warrant review as interim measures while long-term solutions continue to advance.

CSA would support Town requests to SCDOT for evaluation and implementation of reasonable short-term operational improvements that may improve safety and traffic flow at this location. We appreciate the Town's continued partnership on this important issue and welcome the opportunity to discuss these concepts further with Town staff.

Thank you for your consideration.

Sincerely,



Shawn Colin
Vice President – COO

cc: Sam Bennett, President - CEO

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

Alan R. Perry
Mayor

Alexander Brown, Jr.
Mayor Pro Tempore

Council Members

Patsy Brison
Steve DeSimone
Tamara Becker
Steve Alfred
Melinda Tunner

Marc Orlando
Town Manager

Shawn Colin, Vice President – COO
Community Service Associates, Inc.
175 Greenwood Drive
Hilton Head Island, SC 29928

June 22, 2026

Dear Shawn,

Thank you for your letter requesting that the Town evaluate short-term operational improvements at Sea Pines Circle. In response to the items presented for consideration, please see below.

- *Reduced speed limits within the Sea Pines Circle area to improve safety and merging operations.*
 - On June 10, 2026, the Town made a formal request to SCDOT to conduct a speed study and consider reducing the posted 35 mph speed limit on each of the three state-owned road segments connecting to Sea Pines Circle (Palmetto Bay Road, Pope Avenue, and William Hilton Parkway). SCDOT typically completes these studies within 12 weeks when they receive a formal request. The Town will provide CSA with a copy of the response letter upon receipt.
- *Signal timing adjustments at William Hilton Parkway and Palmetto Bay Road to create longer traffic gaps for Greenwood Drive traffic entering the circle.*
 - The Town will implement a field test in mid-July of 2026 to measure the effectiveness of extending the red phase for westbound Palmetto Bay Road traffic at the Target Road signal during the afternoon peak hour based on traffic volume data collected in July of 2025. The field test will involve existing operational condition data collection during week one of the plan to establish a baseline, followed by an augmented timing scheme in conjunction with another set of data collection. The data collection will involve capturing queueing lengths on Palmetto Bay Road and Greenwood Drive and capturing volume/throughput data at the Circle's Greenwood Drive ingress lane. The Town then will assess the field test results. Once complete, the Town will share the data and the assessment with CSA. The assessment will inform a potential implementation strategy to be employed on a seasonal or permanent basis. The Town anticipates completing the assessment by the end of August, 2026.

- *Evaluation of traffic metering concepts, including ground-mounted signals regulating entry from each approach during peak periods.*
 - Town staff is researching this option and discussing it with SCDOT staff in addition to our on-call transportation engineering consultants. Town staff will prepare a memo summarizing the potential viability of metering, including a summary of SCDOT feedback. Once complete, the memo will be shared with CSA. Implementation of ground-mounted signals would be considered a medium to long range fix and would require significant additional funding. The Town anticipates completing the memo by the end of August, 2026.
- *Additional signage, pavement markings, or other operational measures that may improve circulation and driver behavior.*
 - Town staff is developing a list of potential improvements to the Circle approach signing and marking schemes. The Town will complete this list by the end of August, 2026, and schedule a meeting with CSA to review and discuss.

We appreciate CSA's partnership as we work with you and SCDOT to address safety and congestion issues associated with Sea Pines Circle. We will provide CSA with an update on progress and SCDOT feedback related to each issue in the coming weeks.

Sincerely,

Jeffrey
Netzinger, PE

Digitally signed by Jeffrey
Netzinger, PE
Date: 2026.06.22 13:47:45
-04'00'

Jeff Netzinger, PE
Engineering Director

cc Sam Bennett, CSA President – CEO
Jerred Mayse, CSA Director of Maintenance and Facilities
Marc Orlando, Town Manager
Shawn Leininger, Deputy Town Manager
Shawn Gillen, Assistant Town Manager – Operations
Theresa McVey, Traffic Operations Manager

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
FINANCIAL PARTICIPATION AGREEMENT WITH THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION FOR ENGINEERING AND DESIGN
SERVICES RELATED TO SEA PINES CIRCLE IMPROVEMENTS AND OTHER
MATTERS RELATED THERETO**

WHEREAS, the Town of Hilton Head Island (“*Town*”) initiated the Major Thoroughfares Corridor Plan to evaluate transportation corridors with an emphasis on safety and congestion, identifying Sea Pines Circle and surrounding intersections as an area in need of improvement. The Town desires improve the Sea Pines Circle to address the safety and congestion concerns (“*Circle Project*”); and,

WHEREAS, to address the safety and congestion issues and complete the Circle Project the Town desires to work with the South Carolina Department of Transportation (“*SCDOT*”) for engineering and design services, and the parties have agreed to advance the Circle Project through a Financial Participation Agreement with SCDOT; and

WHEREAS, the Town and SCDOT desire to enter into an agreement to memorialize the terms of the engineering and design services, substantially similar to the agreement provided for in **Exhibit A**, attached hereto and incorporated herein by reference.

NOW. THEREFORE, BE IT RESOLVED by the Town Council for the Town of Hilton Head Island, South Carolina, as follows:

1. **Authorization.** The Town Manager is hereby authorized to execute a Financial Participation Agreement with the South Carolina Department of Transportation for engineering and design services related to Sea Pines Circle improvements in a form substantially similar to **Exhibit A**, attached hereto and incorporated herein by reference.
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.
3. **Effective Date.** This Resolution shall become effective upon adoption.

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

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

Alan R. Perry, *Mayor*

ATTEST:

Kimberly Gammon, *Town Clerk*

APPROVED AS TO FORM:

Brittany Ward, *Town Attorney*

EXHIBIT A

Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
Town of Hilton Head Island

THIS AGREEMENT is made this _____ day of _____, 2026, by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the Town of Hilton Head Island (hereinafter referred to as “Town”) (collectively “the Parties”) for the below described Project:

WITNESSETH THAT:

WHEREAS, the Town has requested SCDOT’s assistance in regard to the Project described below; and

WHEREAS, SCDOT is agreeable to the Town’s request pursuant to the terms of this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the Town is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out Town’s functions covered under this Agreement; and

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and the Town do hereby agree as follows:

I. PROJECT DESCRIPTION

The Town of Hilton Head Island Sea Pines Circle Project (hereinafter “the PROJECT”) consists of the improving a traffic circle known as Sea Pines Circle at the intersection of William Hilton Parkway (Bus 278), Palmetto Road (US 278), Greenwood Road (Private), and Pope Avenue (US 278) in the Town of Hilton Head Island, South Carolina. The limits of the work are generally bound by the following – Palmetto Bay Road / Target Road intersection, US 278 / Arrow Road intersection, Pope Avenue / New Orleans Road intersection, and Greenwood Drive / Sea Pines Gate.

Additional PROJECT details and a map of the PROJECT area are included in South Island Traffic Circle Improvement Plan (hereinafter “Exhibit A”) which is attached hereto and specifically made a part of this Agreement.

II. PROJECT SCOPE

SCDOT will develop engineering analysis and design development for the PROJECT in accordance with SCDOT standards. Project will be advanced to a 20-30% design development level with work products to include preliminary design drawings and an engineer’s opinion of probable construction cost.

III. FUNDING

A. The Parties estimate the total cost for the PROJECT to be \$300,000.00. The total cost shall include all allowable and allocable costs for the PROJECT. The total cost shall also include costs for oversight and administration, including but not limited to, attending public hearing(s), project location, design, utility relocations, other engineering services, and inspection and testing performed by SCDOT in accordance with state and federal requirements.

B. The Town is responsible for 100% of the total cost of the PROJECT. SCDOT has made no financial commitment to the PROJECT and shall not be required to advance any sums nor incur any costs hereunder.

C. Funding Summary:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	Local	\$ 300,000.00	0%	\$ -	0%	\$ -	100%	\$ 300,000.00	Town of Hilton Head
Total Project Cost		\$ 300,000.00		\$ -		\$ -		\$ 300,000.00	

D. SCDOT will invoice the Town based on this Agreement approximately 30 days after execution of this Agreement. The Town agrees to remit the invoiced amount to SCDOT within 30 days of receipt of invoice. No PROJECT work shall begin until payment is received by SCDOT.

IV. SCDOT WILL:

A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.

B. Be responsible for all contract administration; advertising and awarding of contracts; review and approval of payment of contracts; and any other related or activities or functions necessary to deliver the PROJECT.

C. SCDOT shall perform all or any part of the work with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors at the

sole discretion of SCDOT if it determines that such contracting out would be more efficient or cost effective, or would result in more expeditious completion of the PROJECT. SCDOT does not guarantee completion of the PROJECT within the available budget. In accordance with Section VI. C. of this Agreement, SCDOT agrees to notify Town in writing as soon as it is made aware that the PROJECT will likely exceed the estimated total cost of \$300,000.00.

V. TOWN WILL:

- A. Assign an employee to serve as liaison and contact between the Parties hereto.
- B. Pay SCDOT according to the terms of this Agreement.
- C. Assign any right of entry necessary to SCDOT in order for SCDOT or SCDOT's contractors to complete the work contemplated by this Agreement.

VI. GENERAL TERMS

- A. PERIODIC REPORTS. SCDOT's Project Manager will periodically, but at minimum every 30 days, provide a written update to the Town on the status of the PROJECT and funds.
- B. COST UNDERRUNS. In the event that total cost of the PROJECT is less than originally estimated, SCDOT will refund any excess amount paid to SCDOT by the Town within 30 days of the final completion and closure of the PROJECT within SCDOT's accounting office. Refunds will not be unreasonably withheld, denied, or delayed.
- C. COST OVERRUNS. If it becomes apparent that the cost of the PROJECT will exceed the funding available, SCDOT will provide the Town notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the PROJECT. The Town shall remit to SCDOT within 30 days of receipt of the notice the additional funds needed to complete the PROJECT. No work will be completed beyond that covered by the available funds. If the Town does not have the additional funding needed to complete the PROJECT, SCDOT and the Town will mutually agree on a revision to the PROJECT scope and termini that is in accordance with the available budget.
- D. CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- E. AMENDMENTS. The Town, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

- F. MAINTENANCE RESPONSIBILITY. SCDOT accepts responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices. The Town shall be responsible for the maintenance of any road or structure constructed pursuant to this Agreement that is not on the State Highway System at the time this Agreement is executed.
- G. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- H. TERMINATION. This Agreement may be terminated by the Town upon written notice to SCDOT, provided that the Town covers all costs incurred prior to termination and as the result of termination. SCDOT may terminate this Agreement if the Town fails to pay according to the terms of the Agreement. In the event of such default, SCDOT will provide written notice of termination to the Town, and the Town shall be responsible for all costs incurred prior to termination and as the result of termination. Upon written notification of termination all work on the PROJECT shall cease. The Town's obligation to make payments and reimbursements for costs incurred prior to termination or for claims and judgments relating to the PROJECT received after termination shall survive the termination hereof.
- I. DISPUTES. All claims or disputes shall be filed with the SCDOT Project Manager. The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the SCDOT Project Manager, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both Parties.
- J. NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:
1. As to SCDOT:
South Carolina Department of Transportation
955 Park Street
Post Office Box 191
Columbia, South Carolina 29202-0191
Attn.: Deputy Secretary for Engineering
 2. As to the TOWN:
Town of Hilton Head Island
Marc Orlando - Town Manager
1 Town Center Court
Hilton Head Island, SC 29928

- K. WAIVERS. No waiver of any event of default by SCDOT or the Town hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.
- L. SUCCESSORS AND ASSIGNS. SCDOT and the Town each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.
- M. BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT, Town, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- N. SAVINGS CLAUSE. Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.
- O. EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- P. AUTHORITY TO EXECUTE. By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.
- Q. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF HILTON HEAD ISLAND

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:

Deputy Secretary for Engineering or Designee

REVIEWED BY:

Title: _____

EXHIBIT A

PROJECT DETAILS AND MAP

The purpose of the project is to improve safety for vehicles, pedestrians, and bicyclists and to alleviate congestion in the vicinity of Sea Pines Circle.



FPA 15-26

SCDOT Project No. P045358

Financial Participation Agreement
Between the
South Carolina Department of Transportation
And the
Town of Hilton Head Island

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WHEREAS, SCDOT is agreeable to the Town’s request pursuant to the terms of this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the Town is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out Town’s functions covered under this Agreement; and

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Additional PROJECT details and a map of the PROJECT area are included in South Island Traffic Circle Improvement Plan (hereinafter “Exhibit A”) which is attached hereto and specifically made a part of this Agreement.

II. PROJECT SCOPE

SCDOT will develop engineering analysis and design development for the PROJECT in accordance with SCDOT standards. Project will be advanced to a 20-30% design development level with work products to include preliminary design drawings and an engineer's opinion of probable construction cost.

III. FUNDING

A. The Parties estimate the total cost for the PROJECT to be \$300,000.00. The total cost shall include all allowable and allocable costs for the PROJECT. The total cost shall also include costs for oversight and administration, including but not limited to, attending public hearing(s), project location, design, utility relocations, other engineering services, and inspection and testing performed by SCDOT in accordance with state and federal requirements.

B. The Town is responsible for 100% of the total cost of the PROJECT. SCDOT has made no financial commitment to the PROJECT and shall not be required to advance any sums nor incur any costs hereunder.

C. Funding Summary:

Fund Priority	Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
1	Local	\$ 300,000.00	0%	\$ -	0%	\$ -	100%	\$ 300,000.00	Town of Hilton Head
Total Project Cost		\$ 300,000.00		\$ -		\$ -		\$ 300,000.00	

D. SCDOT will invoice the Town based on this Agreement approximately 30 days after execution of this Agreement. The Town agrees to remit the invoiced amount to SCDOT within 30 days of receipt of invoice. No PROJECT work shall begin until payment is received by SCDOT.

IV. SCDOT WILL:

- A. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- B. Be responsible for all contract administration; advertising and awarding of contracts; review and approval of payment of contracts; and any other related or activities or functions necessary to deliver the PROJECT.
- C. SCDOT shall perform all or any part of the work with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors at the sole discretion of SCDOT if it determines that such contracting out would be more efficient or cost effective, or would result in more expeditious completion of the PROJECT. SCDOT does not guarantee completion of the PROJECT within the available budget. In accordance with Section VI.C. of this Agreement,

SCDOT agrees to notify Town in writing as soon as it is made aware that the PROJECT will likely exceed the estimated total cost of \$300,000.00.

V. TOWN WILL:

- A. Assign an employee to serve as liaison and contact between the Parties hereto.
- B. Pay SCDOT according to the terms of this Agreement.
- C. Assign any right of entry necessary to SCDOT in order for SCDOT or SCDOT's contractors to complete the work contemplated by this Agreement.

VI. GENERAL TERMS

- A. PERIODIC REPORTS. SCDOT's Project Manager will periodically, but at minimum every 30 days, provide a written update to the Town on the status of the PROJECT and funds.
- B. COST UNDERRUNS. In the event that total cost of the PROJECT is less than originally estimated, SCDOT will refund any excess amount paid to SCDOT by the Town within 30 days of the final completion and closure of the PROJECT within SCDOT's accounting office. Refunds will not be unreasonably withheld, denied, or delayed.
- C. COST OVERRUNS. The Parties acknowledge and agree that any additional funds necessary to cover cost overruns must receive will require Town of Hilton Head Island Town Council (hereinafter "COUNCIL") approval prior to being dispersed and allocated to SCDOT.

If it becomes apparent that the cost of the PROJECT will exceed the funding available, SCDOT will provide the Town notice prior to total expenditure of funding available and provide the estimate of funds needed to complete the PROJECT. The Town shall remit to SCDOT within 30 days of receipt of the notice the additional funds needed to complete the PROJECT pending Council approval. No work will be completed beyond that covered by the available funds. If the Town does not have the additional funding needed to complete the PROJECT, SCDOT and the Town will mutually agree on a revision to the PROJECT scope and termini that is in accordance with the available budget.

- ~~C.D.~~ CONFORMITY WITH LAWS. The Parties hereto agree to conform to all SCDOT policies; all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.

- ~~D.E.~~ AMENDMENTS. The Town, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of

supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

~~E.F.~~ MAINTENANCE RESPONSIBILITY. SCDOT accepts responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices. The Town shall be responsible for the maintenance of any public road or structure constructed pursuant to this Agreement that is not on the State Highway System at the time this Agreement is executed, but the Town shall have no responsibility for the maintenance of any private road.

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~~F.G.~~ REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.

~~G.H.~~ TERMINATION. This Agreement may be terminated by the Town upon written notice to SCDOT, provided that the Town covers all costs incurred prior to termination and as the result of termination. SCDOT may terminate this Agreement if the Town fails to pay according to the terms of the Agreement. In the event of such default, SCDOT will provide written notice of termination to the Town, and the Town shall be responsible for all costs incurred prior to termination and as the result of termination. Upon written notification of termination all work on the PROJECT shall cease. The Town's obligation to make payments and reimbursements for costs incurred prior to termination or for claims and judgments relating to the PROJECT received after termination shall survive the termination hereof.

~~H.I.~~ DISPUTES. All claims or disputes shall be filed with the SCDOT Project Manager. The Parties will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the SCDOT Project Manager, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both Parties.

~~I.J.~~ NOTICES. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:

1. As to SCDOT:
 South Carolina Department of Transportation
 955 Park Street
 Post Office Box 191
 Columbia, South Carolina 29202-0191
 Attn.: Deputy Secretary for Engineering

2. As to the TOWN:

Town of Hilton Head Island
Marc Orlando - Town Manager
1 Town Center Court
Hilton Head Island, SC 29928

~~J.K.~~ WAIVERS. No waiver of any event of default by SCDOT or the Town hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof of the exercise of any other or different right or remedy.

~~K.L.~~ SUCCESSORS AND ASSIGNS. SCDOT and the Town each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

~~L.M.~~ BENEFIT AND RIGHT OF THIRD PARTIES. This Agreement is made and entered into for the sole protection and benefit of SCDOT, Town, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

~~M.N.~~ SAVINGS CLAUSE. Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect.

~~N.O.~~ EXECUTION IN COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

~~O.P.~~ AUTHORITY TO EXECUTE. By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

P.Q. ENTIRE AGREEMENT. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF HILTON HEAD ISLAND

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:

Deputy Secretary for Engineering or Designee

REVIEWED BY:

Title: _____

EXHIBIT A

PROJECT DETAILS AND MAP

The purpose of the project is to improve safety for vehicles, pedestrians, and bicyclists and to alleviate congestion in the vicinity of Sea Pines Circle.





TOWN OF HILTON HEAD ISLAND

TOWN COUNCIL

TO: Town Council
FROM: Shawn Gillen, Assistant Town Manager
VIA: Shawn Leininger, Deputy Town Manager
Brittany Ward, Town Attorney
Jeff Netzinger, Engineering Director
CC: Marc Orlando, ICMA-CM, Town Manager
Dave Byrd, Finance Director
DATE: August 11, 2026
SUBJECT: Consideration of a Resolution Authorizing the Town Manager to Execute and Deliver an Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between the Town of Hilton Head Island and Beaufort County, South Carolina

RECOMMENDATION:

Consideration of a Resolution Authorizing the Town Manager to Execute and Deliver an Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between the Town of Hilton Head Island and Beaufort County, South Carolina (**Attachments 1 and 2**).

The resolution and agreement have been reviewed by the Finance and Administration Committee, and it was unanimously approved to be forwarded to the Town Council for consideration.

BACKGROUND:

Beaufort County Ordinance 2001/23 established a countywide Stormwater Management Utility ("**Utility**") and a dedicated enterprise fund to address the region's water quality and drainage challenges. The Utility is responsible for managing, constructing, and maintaining stormwater infrastructure across all unincorporated areas of Beaufort County ("**County**") and participating municipalities. To ensure efficient and unified operations, the County previously entered into an intergovernmental agreement ("**IGA**") with the Town of Hilton Head Island ("**Town**") as well as each municipality throughout the County.

The original IGA executed in 2001 established a cooperative partnership between the County and the Town to participate in the Utility operated by the County. The 2001 IGA identified the roles, responsibilities, and financial relationship between the entities regarding the administration, construction, maintenance, and regulation of public

stormwater infrastructure. The 2001 IGA was amended and extended in 2006 and again in 2016. The 2016 IGA expired on June 30, 2026.

The 2026 IGA under consideration is substantively the same terms and conditions established in the previous IGAs. Specifically, the 2026 IGA is for a 10 year term with the option to be extended and includes a 180-day written notice requirement for termination at the end of any given fiscal year. The 2026 IGA reaffirms the terms, conditions, and operational framework for the Utility; and reasserts how the Town will collaboratively manage stormwater infrastructure, enhance water quality, and meet state and federal regulatory mandates.

Financially, funding for the Utility is primarily derived from stormwater service fees (“**SWU Fee**”) calculated based on a property’s long-term hydrologic demands. The 2026 IGA reestablishes a centralized billing and collection process managed by the County; which returns all collected SWU Fees to the Town less a County administrative fee.

The Town maintains full authority to establish its local SWU Fee rates each year and is responsible for submitting the approved rates to Beaufort County by June 30. The County’s administrative fee is a fixed, per-account charge and does not vary based on the fee assessed to individual properties.

The SWU Fees received by the Town are dedicated to localized stormwater management including capital infrastructure improvements, easement acquisitions, site inspections, plan reviews, and compliance activities.

Administratively, the 2026 IGA reestablishes the Beaufort County Stormwater Implementation Committee, which is responsible for reviewing regulatory amendments, recommending administrative budget adjustments, and providing technical guidance on jointly scoped projects shared between the County and the Town. While Town-led initiatives—such as the Stormwater Master Plan—identify and prioritize system-wide capital needs, the Stormwater Implementation Committee provides the formal structure through which the Town and County coordinate the delivery of projects that cross jurisdictional boundaries or offer mutual benefit to both jurisdictions.

NEXT STEPS:

Upon approval the documents will be executed and delivered to Beaufort County.

ATTACHMENTS:

1. Resolution Authorizing the Town Manager to Execute and Deliver an Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between the Town of Hilton Head Island and Beaufort County, South Carolina.
2. Exhibit A to the Resolution: Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina and The Town of Hilton Head Island, South Carolina.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

**A RESOLUTION BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,
AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND
RESTATED STORMWATER MANAGEMENT AND UTILITY
INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT COUNTY; AND OTHER
MATTERS RELATING THERETO**

WHEREAS, the Town of Hilton Head Island (“*Town*”), is authorized by the South Carolina Constitution and the General Statutes of South Carolina to perform stormwater management in pursuit of its responsibility to protect and preserve the public health, safety, and welfare of the community and to protect the natural resources of the Town; and,

WHEREAS, Town of Hilton Head Island Town Council (“*Town Council*”), has determined that the development of the Town presents continuing stormwater management challenges, and the future development of the Town is dependent upon effective solutions to these challenges and preservation of the quality of water of the Town; and,

WHEREAS, it is the desire of the Town Council and Beaufort County Council of Beaufort County, South Carolina, to work together to maintain a plan for the operation of Stormwater Management Utility to promote and protect clean water in all of Beaufort County’s tidal creeks, bays, estuaries, ground water recharge areas and rivers while promoting and enhancing effective drainage within the territorial limits of the utility; and,

WHEREAS, the Town has previously entered into a “Stormwater Management and Utility Intergovernmental Agreement” dated July 1, 2016 (“*Original IGA*”), with Beaufort County to outline the relationship of the parties relating to this shared interest; and,

WHEREAS, the Town and Beaufort County have negotiated an “Amended and Restated Stormwater Management and Utility Intergovernmental Agreement” the provisions of which amend and restate the Original IGA in its entirety and as shown in Exhibit A, attached hereto and incorporated herein by reference.

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

1. ***Authorization.*** The Town Manager is hereby authorized to executed and deliver an “Amended and Restated Stormwater Management and Utility Intergovernmental Agreement” with Beaufort County as shown in Exhibit A, attached hereto and incorporated herein by reference.
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.
3. ***Effective Date.*** This Resolution shall become effective upon adoption.

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

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney

EXHIBIT A

AN AMENDED AND RESTATED STORMWATER MANAGEMENT AND UTILITY
INTERGOVERNMENTAL AGREEMENT
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND
THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

DATED: _____, 2026

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WHEREAS, this Amended and Restated Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the Town of Hilton Head Island , South Carolina is made on this __day of _____ , 2026, by and between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, shall be known as the “Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina” (this “Agreement”). This Agreement is intended to amend and restate any prior agreements between the parties regarding the stormwater in the County, specifically including that certain agreement entitled “A Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina and the Town of Hilton Head Island, South Carolina” dated July 1, 2016 and any other amendment or agreements that pertain to this Agreement herein.

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town with respect to the establishment, administration and operation of the Stormwater Utility (as defined in Article 2 below), which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;
- (c) Acquisition of existing stormwater infrastructure;

- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 (as may be amended from time to time) regarding the establishment of a Stormwater Utility, which is codified at Chapter 99 of the County's Code of Ordinances. The Beaufort County Stormwater Implementation Committee ("SWIC") will review this Agreement for any needed revisions upon future amendments to Chapter 99. Amendments to Chapter 99 shall become binding to this Agreement upon SWIC review and duly authorized revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of Chapter 99 and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this Agreement words with initial capitals shall have the meanings set forth in this Article 2 and as otherwise defined herein.

2.01 *2015 Utility Rate Study:* The study was conducted by the County and Town which was adopted by County Council on August 24, 2015 and submitted by the study consultant to the Town on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. §48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.02 *Agreement*: This Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina.

2.03 *Beaufort County Stormwater Implementation Committee (SWIC)*: The SWIC shall consist of a technical staff member from each of the following jurisdictions: Unincorporated Beaufort County; Town of Hilton Head Island; Town of Bluffton; Town of Port Royal; and City of Beaufort.

2.04 *Town*: Town of Hilton Head Island, South Carolina.

2.05 *Chapter 99*: Chapter 99 – “Stormwater Management” of the County’s Code of Ordinances.

2.06 *County*: Beaufort County, South Carolina.

2.07 *County Stormwater Management Implementation Guide*: The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the County Stormwater Management Implementation Guide dated February 20, 2006. In 2016, the County and the Town entered into an agreement to update the “County Stormwater Management Implementation Guide”. Future amendments of the County Stormwater Management Implementation Guide shall be incorporated by reference once agreed upon by the SWIC. The County Stormwater Management Implementation Guide constitutes a “Stormwater Management Plan” as such term is used in Section 2.15 hereinbelow.

2.08 *GIS*: The County’s geographic information system.

2.09 *NPDES*: The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program

impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.10 *Public Stormwater*: Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.11 *State*: State of South Carolina

2.12 *Stormwater Infrastructure*: Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry Public Stormwater.

2.13 *Stormwater Utility User Fees*: Stormwater Utility User Fees shall mean the service fee imposed pursuant to this Agreement for the purpose of funding costs related to Public Stormwater programs, services, systems, and facilities. Stormwater Utility User Fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an Administrative Fee, depending on the applicable utility rate structure, pursuant to the provisions of Chapter 99. The Stormwater Utility User Fees include and consist of the following sub-fees:

(A) *Administrative Fee*: Per "Option C or E" of the 2015 Utility Rate Study, the Administrative Fee is a fixed cost per billable account and includes costs to the utility not directly applicable to the improvements of the property, such as administrative costs, public education and

outreach, and water quality monitoring. For “Option C or E” rate structures, the Administrative Fee is determined per Section 4.01 of this Agreement.

(B) *Countywide Infrastructure Fee (CWI)*: Per the 2015 Utility Rate Study, the Countywide Infrastructure Fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to the Town for the operation and maintenance cost of the county owned infrastructure described in Section 5.07, collected and paid directly to the County.

(C) *Gross Area Fee (GA)*: Per “Option C or E” of the 2015 Utility Rate Study, the Gross Area Fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

(D) *Impervious Area Fee (IA)*: Per “Option C or E” of the 2015 Utility Rate Study, the Impervious Area Fee is based on impervious area measurements calculated in the same manner as the SFU.

(E) *Single Family Unit Rate (SFU)*: Per “Option A” of the 2015 Utility Rate Study, the SFU shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within the County. The representative value will be 4,906 square feet.

2.14 *Stormwater Management*: Control of storm and surface water, erosion, Public Stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan*: The plan or plans, which includes the County Stormwater Management Implementation Guide defined in Section 2.07 above, developed by the County and Town that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of

Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other governmental bodies; and for administering and managing Stormwater Management throughout the County.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date the Agreement is signed by both the Town and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The SWIC shall conduct periodic review of this Agreement to ensure that it remains current with the state-of-the-art Stormwater Management practices applicable to coastal areas and shall provide recommendations for updates to decrement, if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Section 3.01 above.

3.04 *Termination of this Agreement:* Except as provided in Section 3.05 below, this Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Indebtedness Affected on Termination:* In the event the Town has outstanding any indebtedness either (i) secured by revenues received under this Agreement, or (ii) payable from revenues received under this Agreement, this Agreement may not be terminated without the written approval of the Town.

3.06 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town, shall immediately end.

3.07 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town all of its right, title and interest in any Stormwater Infrastructure, including any Public Stormwater easements, within the municipal limits of the Town. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise described in Section 5.07) within the limits of the Town.

3.08 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The Town shall provide the County with its Stormwater Utility User Fee rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town Manager. In the event the Town fails to timely submit the required letter in accordance with Article 4 of this Agreement, the rate used by the Town for the previous year shall apply. The Town shall also provide to the County an annual report of its Public Stormwater fee expenditures from the previous fiscal year. For each year that this Agreement is in effect, a report shall be prepared and delivered by the Town to the County by the later of (i) January 15, or (ii) as soon as the previous fiscal year's financial records are complete.

4.01 *Use of Revenue:* In accordance with the provisions of S.C. Code Ann. §48-14-120(C) (Supp. 2010), and S.C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town, less the Administrative Fee, shall be returned to the Town. The Administrative Fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a per account charge or a charge per SFU, depending on the applicable utility rate structure. The Stormwater Utility shall define its administrative costs each year during the annual budget process. The SWIC shall conduct annual reviews of the Stormwater Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per account or SFU and the SWIC and Stormwater Utility shall provide the Town an itemized proposal and a written explanation for adjustments for

the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town by February 15 of each calendar year. The Town shall provide a written recommendation of acceptance to the Stormwater Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual Administrative Fee to be calculated per Town-account or SFU, and included in each entity's annual budget.

(a) The Administrative Fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.

(b) The Town shall use Stormwater Utility User Fees to provide Stormwater Management within the Town, including, but not limited to:

(i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town for general fund or other funds spent by the Town to fund Stormwater Management activities;

(ii) Acquisition of Stormwater Infrastructure. Certain Stormwater Infrastructure in the Town, which includes any easements or other interests in real property, shall be held in the name of the Town;

(iii) Maintenance of Stormwater Infrastructure by the Town and its contractor(s) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility shall be negotiated and approved by the County and the Town, as is provided in Articles 4.03, 4.05, 5.05, and 5.07 below; the Town shall have the right of non-exclusive use of direct

maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town on any services provided by the Stormwater Utility;

(iv) Plan review and site inspections related to compliance with Public Stormwater ordinances and standards for development within the Town, as set forth in Articles 4.05, and 4.06 below;

(v) NPDES Phase II permit compliance;

(vi) Payment of bond indebtedness or repayment of funds borrowed from the general fund or any other fund for the purpose of funding Stormwater Management projects or activities; and

(vii) Any other services related or attendant to Stormwater Management.

(c) The Town shall be authorized to revise or amend and/or increase Stormwater Utility User Fees as necessary in order to comply with covenants, promises and other provisions related to any indebtedness secured by or payable from the Stormwater Utility User Fees.

(d) Nothing in this Agreement shall be construed to require the County to become obligated on any of the Town's indebtedness and under no circumstances shall the County be liable to the Town or responsible in any way for the payment or securing of the Town's debt.

4.02 *Further Agreements Authorized:* The Town and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entity's annual budget and must be authorized by the respective governing bodies of the Town and County.

4.03 *Cost of Services:* If the Town chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The Town shall be responsible each year for setting the Stormwater Utility User Fee rates to be assessed on parcels within the Town. The Stormwater Utility User Fee rate shall be set in accordance with the 2015 Utility Rate Study, Chapter 99 and S.C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town limits, the Town will provide review of plans and site inspections to ensure compliance with applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The Town shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management services, including services provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future planned unit developments within the Town, and advising the County on site-specific conditions within the Town.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and Town shall have the responsibility to develop and maintain a Stormwater Management Plan. The County and the Town have developed

and implemented the County Stormwater Management Implementation Guide as a Stormwater Management Plan and subject document shall be administered by SWIC.

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the SWIC shall incorporate the obligations of the County and Town under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel-based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the County Stormwater Management Implementation Guide as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

- (a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the Town limits shall be charged and collected by the County in accordance with the provisions of Article 4 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees; the County shall distribute the Town's Stormwater Utility User Fees less the Administrative Fee, in the same manner as *ad valorem* property taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of Public Stormwater data, implementation of the County Stormwater Management Implementation Guide, acquisition of easements, coordination with other agencies, reporting to the SWIC or other required entities;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town with an itemized annual accounting of all Stormwater Utility User Fees within the Town limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative Fee retained by the County; total fees in arrears, on a per parcel basis and including the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel-based and provided to the Town annually prior to each February 1st throughout the term of this Agreement as an electronic document compatible with the most current version of Microsoft Office. The

County shall also maintain an annual accounting of all administrative costs associated with operating the Stormwater Utility. Either the Town or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the Town, provide for the operation and maintenance of Stormwater Infrastructure within the Town; and,

(g) *Cooperation on Issue of Debt:* The County covenants and agrees that it will cooperate with the Town in the issuance of any bonds or other obligations proposed to be issued by the Town that are governed by or payable from revenues derived under this Agreement. In connection therewith, the County shall comply with all reasonable requirements of the Town and will, upon request:

1. Make available information about the County, the Stormwater Utility and the Stormwater Infrastructure;
2. Consent to publication and distribution of financial information;
3. Certify that certain general and financial information provided by it is accurate, does not contain an untrue statement of a material fact and does not omit to state a fact necessary in order to make the statements in that information in light of the circumstances under which they were made, not misleading;
4. Provide reasonable certifications and closing documents;
5. Provide opinions of counsel as to the validity of its actions taken with respect to the binding effect of this Agreement, its ability to own and operate

the Stormwater Utility, pending or threatened litigation which could affect performance hereunder and other personally requested opinions; and

6. Such other reasonable information documents and certifications as the Town may request.

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the Town Manager or his designee, via a job order process as agreed to by the Town and County. All delivery of Public Stormwater services by the County upon parcels within the Town limits shall be approved in writing by the Town before any work is performed or any funds may be returned to the County, and all delivery of Stormwater Infrastructure services within County right of ways shall be coordinated with the Town.

5.06 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County is required and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Public Stormwater Infrastructure and the County Stormwater Management Implementation Guide.

5.07 *Qualifications and Extents of Service:* Stormwater Infrastructure in public road right of ways, whether State, County or municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of Chapter 99. The Town shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the Town, with the exception of County and State road rights of way, which shall be designed and maintained in accordance with their current standards.

5.08 *Fee Credits:* The Town shall have the authority to review and comment on all Public Stormwater fee credit applications submitted to the County upon parcels within the Town limits prior to such adjustments being made.

5.09 *Easements:* The Town and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town and/or County to perform Public Stormwater Utility related work within the limits of the Town.

5.10 *Conflicts:* To the extent any conflict exists between the provisions of this Agreement and Chapter 99, the provisions of this Agreement shall be controlling in all circumstances.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and Town shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The Town and the County shall at all times comply with any applicable State or Federal laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and Town:* The County and Town shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding storm water management, erosion and sedimentation, pollution control, and

flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The Town and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well as post-construction storm water quantity and quality control are met. The County and Town shall be responsible for providing inspections during construction of all County and Town owned storm water systems, respectively. The County and Town will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance:* In 2015, Beaufort County, the Town of Hilton Head Island, and the Town of Hilton Head Island were designated by the State for compliance with the NPDES program. The County and the aforementioned towns shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of BMPs required by the permit, and the implementation of the program of BMPs set forth in the permit. Should the City or the Town of Port Royal be designated (at any time) by the State for compliance with the NPDES program, the provisions of this Article shall also apply to the Town.

7.01 *Roles and Responsibilities:* The Town and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town may request to “co-permit” or share MS4 Phase II permitting with the County or another regulated town, as allowed by Article 9 of this Agreement, as allowed by State

law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II requirements will lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The Town and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the Town and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The Town and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the Town and County.

8.02 *Data Sharing:* The Town and County shall share acquired data at the request of the other. In such instances the Town and County will agree to abide by each entity's current data distribution policy.

8.03 *Data Types:* Types of data that the Town and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and Cost Sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town, or the County and multiple municipalities within the County via memos of agreement, memos of understanding, contracts, and/or joint resolutions.

9.01 *Agreement Recommendations:* SWIC shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple municipalities within the County are reviewed and recommended to the municipalities and County. It is understood that the SWIC shall have no authority to financially commit the Town or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town and the County, the SWIC review is not required.

9.02 *Agreement Approvals:* Other agreements between the County and the Town must be approved by the governing bodies of the Town and County, respectively.

9.03 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative Fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town and County and their respective successors and assigns, if any are permitted hereunder. The Parties agree that this Agreement constitutes the entire Agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties to each other. This Agreement shall be amended only in writing, and effective when signed by those authorized by the Parties. This Agreement shall amend and replace the provisions of that certain “Stormwater Management and Utility Intergovernmental Agreement” dated July 1, 2016, in its entirety.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town and the County.

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

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

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State.

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

10.07 *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.

10.08 *No Third-Party Beneficiaries:* The Town and the County hereto affirmatively represent that this Agreement 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.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, 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 Town: THE TOWN OF HILTON HEAD ISLAND
 Town Manager
 1 Town Center Court
 Hilton Head Island, SC 29928

To the County: BEAUFORT COUNTY
 County Administrator
 Post Office Box 1128
 Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The Town and the County 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 Agreement and give effect to the provisions hereof.

The Town and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this ____ day of _____, 2026.

WITNESSES:

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan Perry, Mayor

Attest: _____
Marc Orlando, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Alice Howard, Chairman

Attest: _____
Michael Moore, County Administrator



TOWN OF HILTON HEAD ISLAND

TOWN COUNCIL

TO: Town Council
FROM: TJ Jett, Chief Environmental Officer
VIA: Angie Stone, Assistant Town Manager
Marc Orlando, ICMA-CM, Town Manager
CC: Shawn Leininger, Deputy Town Manager
DATE: August 11, 2026
SUBJECT: Consideration of a Resolution authorizing the Town Manager to enter into an agreement with the Hilton Head Audubon Society for services at Jarvis Creek Park and other matters related thereto

RECOMMENDATION:

Consideration of a Resolution authorizing the Town Manager to enter into an agreement with the Hilton Head Audubon Society, a 501(c)(3) nonprofit organization and local chapter of the National Audubon Society, to establish a bird- and wildlife-friendly habitat including the maintenance of bird boxes within Jarvis Creek Park, a Town-owned and managed public park (**Attachments 1**).

BACKGROUND:

Hilton Head Audubon has developed a Wildlife-Friendly Habitat Certification Program that recognizes properties incorporating habitat features such as native vegetation, water sources, and nesting structures for birds and other wildlife. Jarvis Creek Park has been identified as an ideal demonstration site due to its existing natural features, including native vegetation and water sources.

This project seeks to install bird boxes strategically placed within park boundaries to serve native bird species. The project plan and construction of the boxes are to be carried out by an Eagle Scout candidate seeking to obtain Eagle rank. As a signature requirement of the Eagle Scout program, the candidate must plan and complete a service project that benefits the community.

Local Eagle Scout candidate Jacson Rothman has built and prepared for installation:

- Two (2) Wood Duck boxes
- One (1) Nuthatch box
- Four (4) Bluebird boxes

A diagram outlining the specifications of each box as well as required maintenance timing is attached (**Attachment 2**). These structures will be located around Lake Liggett at Jarvis Creek Park.

Once installed, ongoing monitoring and maintenance of structures will be the responsibility of Hilton Head Audubon through a maintenance agreement with the Town of Hilton Head Island, including authorization to perform the work on Town property.

SUMMARY:

Approval of the resolution before the Town Council was reviewed on August 10 by the Finance and Administrative Committee and is necessary for project completion and award of Mr. Rothman's Eagle Scout rank.

ATTACHMENTS:

1. Resolution
2. Diagram of Bird Boxes

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE HILTON HEAD AUDUBON SOCIETY FOR SERVICES AT JARVIS CREEK PARK AND OTHER MATTERS RELATED THERETO

WHEREAS, the Town of Hilton Head Island ("**Town**") desires to continue to provide the citizens and visitors with parks that highlight the island's natural beauty while protecting the environment and the native animals. In furtherance of the Town's goals, the Town developed Jarvis Creek Park which is a 53-acre park with a large pond surrounded by a one-mile walking pathway with mature trees and vegetation that is home to wildlife; collectively hereinafter the "**Park**"; and,

WHEREAS, the Hilton Head Audubon Society ("**HHAS**") is a South Carolina nonprofit operating in good standing formed with a goal to preserve and protect coastal marshes, beaches, maritime forests and other habitats, ensuring they will be available for continued enjoyment of residents and visitors and for their use by migrating and resident. HHAS has developed a Wildlife-Friendly Habitat Certification Program ("**Program**") that recognizes properties incorporating habitat features such as native vegetation, water sources, and nesting structures for birds and other wildlife; and,

WHEREAS, as a signature requirement of the local Eagle Scout Program, a candidate must plan and complete a service project that benefits the community. A youth member of the community, Jacson Rothman, is an Eagle Scout candidate who has been working diligently with HHAS through its Program to fulfill the Eagle Scout requirement and obtain the Eagle rank; and,

WHEREAS, Mr. Rothman has successfully built and prepared for installation several bird boxes. Specifically, he has built: (2) Wood Duck boxes, one (1) Nuthatch box, and four (4) Bluebird boxes; and,

WHEREAS, to assist with this project, the Town and HHAS have identified and agreed on seven (7) locations around Lake Liggett at Jarvis Creek Park for the bird boxes to be installed, as shown in "**Exhibit A**", attached hereto and incorporated herein by reference; and,

WHEREAS, the Town desires to be responsible for installation of the bird boxes and HHAS has agreed to be responsible for the ongoing monitoring and maintenance of the bird boxes. The parties desire to enter into an Agreement for Services to memorialize HHAS' responsibilities for the monitoring and maintenance, where said terms shall be substantially similar to "**Exhibit B**", attached hereto and incorporated herein by reference; and,

WHEREAS, the Town Council of the Town of Hilton Head Island believes this project is great opportunity to recognize Jacson's service to his community and will be a beneficial partnership with HHAS in incorporating habitat features to Jarvis Creek Park.

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

CAROLINA, THAT:

1. The Town Council hereby authorizes the Town Manager to execute an Agreement for Services, substantially similar to Exhibit B attached hereto and incorporated herein by reference, with the Hilton Head Audubon Society for the ongoing monitoring and maintenance of bird boxes, as described above, at the Jarvis Creek Park.
2. The Town Manager is hereby authorized to take all other and further actions as may be necessary to complete the obligations of the Town as set out in the Agreement with the Hilton Head Audubon Society.

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

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Brittany Ward, Town Attorney

Exhibit A

Approximate location of bird box installation sites identified by the red circles in the below diagram.



Exhibit B

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“*Agreement*”) is entered into this _____ day of August, 2026 (“*Effective Date*”), by and between **Town of Hilton Head Island**, a political subdivision of the State of South Carolina (“*Town*”) and **Hilton Head Audubon Society** (“*Provider*”), collectively referred to as the “*Parties*” or individually as a “*Party*”.

WHEREAS, the Town desires to continue to provide the citizens and visitors with parks that highlight the island’s natural beauty while protecting the environment and the native animals. In furtherance of the Town’s goals, the Town has developed Jarvis Creek Park which is a 53-acre park with a large pond surrounded by a one-mile walking pathway with mature trees and vegetation that is home to wildlife; collectively hereinafter the “*Park*”; and,

WHEREAS, Provider is a South Carolina nonprofit operating in good standing formed with a goal to preserve and protect coastal marshes, beaches, maritime forests and other habitats, ensuring they will be available for continued enjoyment of residents and visitors and for their use by migrating and resident. The Provider has developed a Wildlife-Friendly Habitat Certification Program that recognizes properties incorporating habitat features such as native vegetation, water sources, and nesting structures for birds and other wildlife; and,

WHEREAS, the Provider has identified the Park as an ideal demonstration site to install bird boxes strategically placed within park boundaries to serve native species;

WHEREAS, the Parties recognize the public benefit of the successful implementation of this Agreement, and the Provider’s desire to provide maintenance services to ensure the bird boxes are maintained in a functional and safe manner.

NOW, THEREFORE, for mutual consideration and public service, the Parties mutually agree as follows:

- 1. Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement.
- 2. Term.** The initial term of this Agreement shall commence on the Effective Date and end on July 1, 2028, unless terminated sooner pursuant to the provisions of this Agreement. The term of this Agreement may be extended for up to three (3) additional two (2) year periods (July 1 to June 30) upon the written request of the Provider and written approval of the Town.
- 3. Project Site and Services.** The Parties agree to the terms and conditions in this Section in order for Provider to complete the Services.

a. The Provider acknowledges and agrees that this Agreement is being entered into specifically for the Services described herein and is only for limited use of performing Services at specific Project Sites. For purposes of this Agreement the Project Sites are those specific locations within the

Town owned Park, and as further described and shown in *Exhibit A*, attached hereto and incorporated herein by reference.

b. The Town shall only be responsible for installation of the bird boxes and any costs associated with the installation. The Town shall not be responsible for any additional costs or materials associated with the bird boxes following the completion of installation.

c. The Provider agrees to provide the Services as necessary for the benefit of and in the best interest of the birds the bird box is serving. For purposes of this Agreement the “*Services*” shall mean the continued upkeep and maintenance necessary for the bird boxes located at the Park on the Project Sites to remain functional at all times. This includes but is not limited to providing the necessary feed for the birds.

d. Provider and any volunteer shall notify the Town immediately via email or phone call if while providing Services they become aware of the presence of any structural problems or if vandalism is known to have occurred at a Project Site.

e. Provider shall provide the Services in accordance with the terms and conditions of this Agreement and shall ensure that all of their employees and volunteers are informed of the extent of the Services and the associated terms and conditions of performing Services.

4. **Funding.** The Parties acknowledge and agree that this Agreement does not obligate the Town to expend any funds for any reason. Provider agrees to use its own funding sources to provide the Services. Any and all costs associated directly or indirectly with the Services is solely the responsibility of the Provider.
5. **Access Authorization.** Town hereby authorizes Provider to access the Park for the purposes of fulfilling the Services and subject to the terms and conditions in this Agreement. Provider may access the Park during regular hours, while the Park is open to the general public, to complete the Services so long as it does not conflict with any Town plans, events, or activities. This Agreement shall not infringe on the access rights of the Town or any of its officers, employees, or agents to any and all portions of the Park at any time or for any reason in carrying out Town's responsibilities for the ownership, maintenance, and operation of the Park. If at anytime Provider is providing Services at a Project Site and there is an activity or an event occurring, the Provider shall not enter the Project Site or disrupt the ongoing activity or event in any manner.
6. **Liability Insurance Required.** At all times during any term of this Agreement, Provider shall maintain no less than \$1,000,000 in general liability insurance coverage (each occurrence) and no less than \$2,000,000 general liability insurance in the aggregate. The Provider's insurance shall provide coverage to all individuals associated with the Provider, including but not limited to, any employees, members and volunteers. Insurance carried by the Provider shall include that it is the primary coverage for any and all claims made by Provider and its employees, members and volunteers. The Town shall be named as an additional insured in Provider's insurance policy and Provider shall provide the Town with proof of being named prior to accessing the Park or Project Site and prior to any level of Service being provided.
7. **Indemnification.** Provider agrees that to the fullest extent provided by law it shall indemnify, defend, and hold harmless the Town and its respective agents, employees, and volunteers, from and against any and all claims, demands, lawsuits, or other actions that may arise out of this Agreement from the actions or negligence of its employees, agents, or volunteers that may be the basis for such claim, demand, lawsuit, or other similar action.
8. **Termination.**

a. Mutual Termination. In addition to any other right to terminate as set forth in this Agreement, the Parties may mutually agree in writing to terminate this Agreement prior to the expiration of any term without any notice required.

b. Termination with Cause. This Agreement may be terminated by the Town for cause with ten (10) days written notice of the breach of any terms.

c. Termination Without Cause. Upon a thirty (30) day prior written notice, any Party may terminate this Agreement at the end of the Initial Term or during any Renewal Term for any reason.

d. Automatic Termination. This Agreement shall automatically terminate if at any time, during any term, Provider has a lapse in liability insurance coverage, and the automatic termination shall apply regardless of the length of time the lapse covers. This Agreement will automatically terminate if Provider loses its non-profit, tax-exempt §501(c)(3) status.

9. Miscellaneous Terms.

a. Notices. All notices required under this Agreement shall be in writing. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; or (c) receipt of email is acknowledged by the recipient by reply email or "read receipt" is received by sender of notice. All notices shall be sent to the mailing address or email address shown below or to such other address as may from time to time be designated by written notice.

To the Town:

Hilton Head Island, SC 29910

To the Provider:

b. Default. Pursuant to the terms and conditions of this Agreement, in the event of a default by either Party, the non-defaulting Party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to, any action for specific performance of obligations recited in this Agreement; but the Parties mutually agree that the Town shall not be forced to appropriate funding for the funds.

c. Relationship of Parties. Nothing contained in this Agreement nor any act of the Town or Provider shall be deemed or construed by the Parties, nor by any third person, to create any other legal relationship between the Parties, including, but not limited to, that of an employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture, landlord/tenant, or other relationship. Provider's officers, members, volunteers, and agents and the methods utilized by Provider in providing Services and fulfilling its obligations under this Agreement shall lie solely and exclusively with Provider. Provider's officers, members, volunteers, and agents shall not be considered agents or employees of the Town for any purpose.

d. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the Parties pertaining to such subject matter.

e. Captions The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit, or define the test of any section or any subsection hereof.

f. Amendment and Modification. The terms and conditions of this Agreement may be renegotiated at the conclusion of each term period and may result in an amendment or modification only if agreed upon in writing by the Parties. This Agreement shall only be amended or modified in writing and signed by both Parties.

g. Counterparts. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the scanned or photographed signatures and initials to this Agreement shall be deemed valid and binding upon the Parties as if the original signatures and initials were present on the Agreement.

h. Binding Nature and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, the Parties agree that any assignment of this Agreement must be approved in writing by the Town.

i. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either Party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either Party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. Governing Law and Severability Clause. This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought in the courts of the State of South Carolina in Beaufort County or, if it has or can acquire jurisdiction, in the United States District Court for the District of South Carolina. If for some reason a court finds any provision of the Agreement, or portion thereof, unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

k. Authority. The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WITNESSES

TOWN OF HILTON HEAD ISLAND

By: _____

Marc Orlando, *Town Manager*

WITNESSES

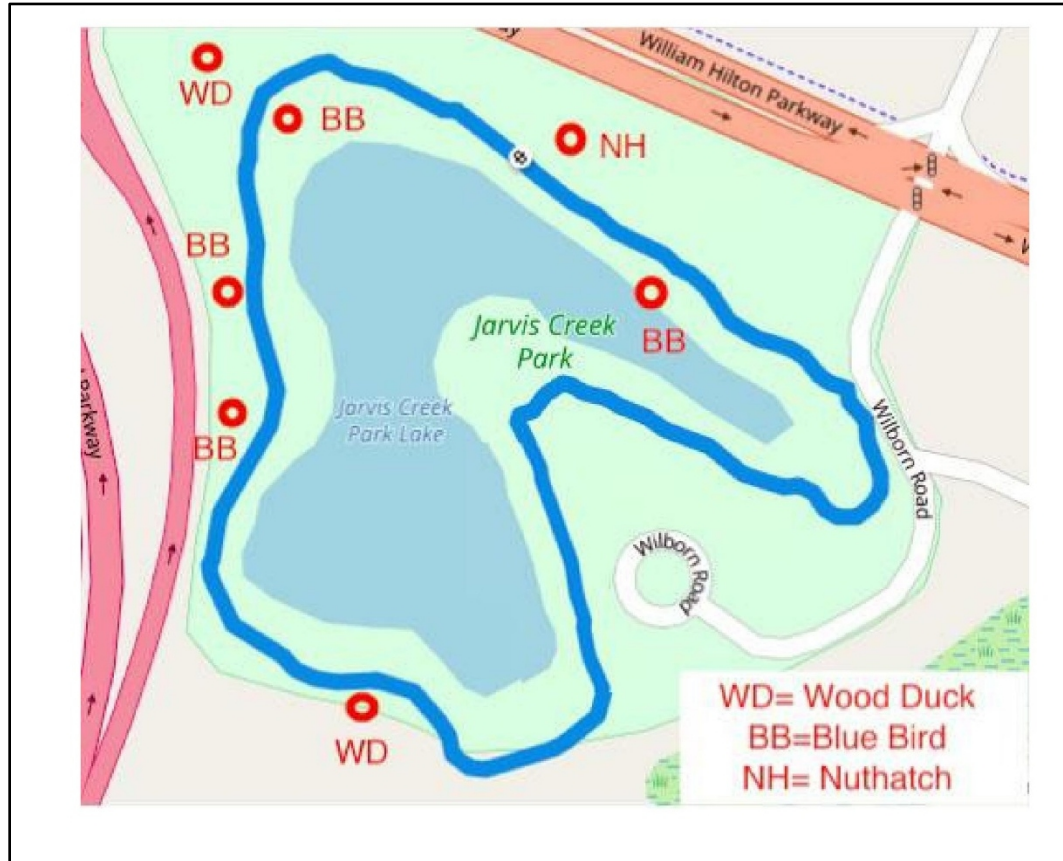
HILTON HEAD AUDUBON SOCIETY

By: _____

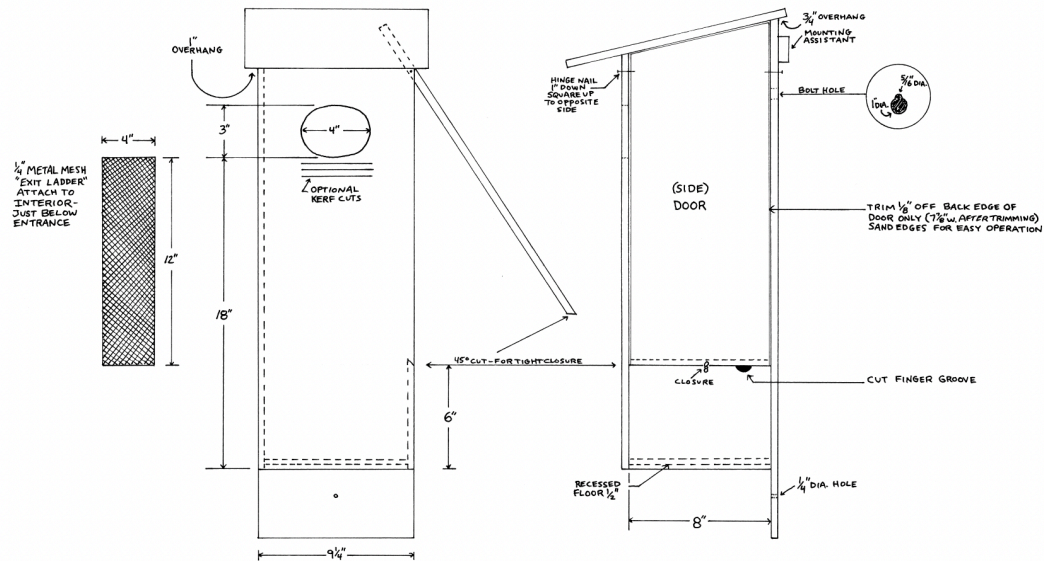
Name/Title: _____

EXHIBIT A

Approximate location of bird box installation sites, otherwise referred to as “*Project Sites*”, identified by the red circles in the below diagram.



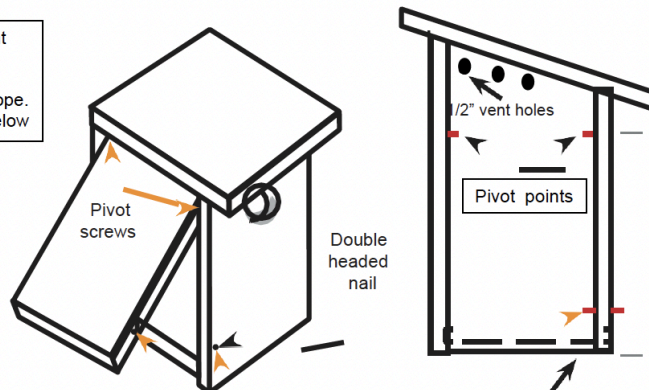
Wood Duck Box Specs



"THE DUCKMAN'S"
WOOD DUCK NEST BOX
DESIGNED BY: DON "THE DUCKMAN" HELMEKE
DRAWN BY: CHRIS WILLETT
(OPERATIONAL VIEW, NOT TO SCALE)

Blue Bird Box Specs

The roof will overhang the front ~6" – 6 1/2" and both sides ~2" when completed. The roof will have a 20 deg back to front slope. See photo of the actual box below



Drill hole through the front board and the side of the door to latch door closed.

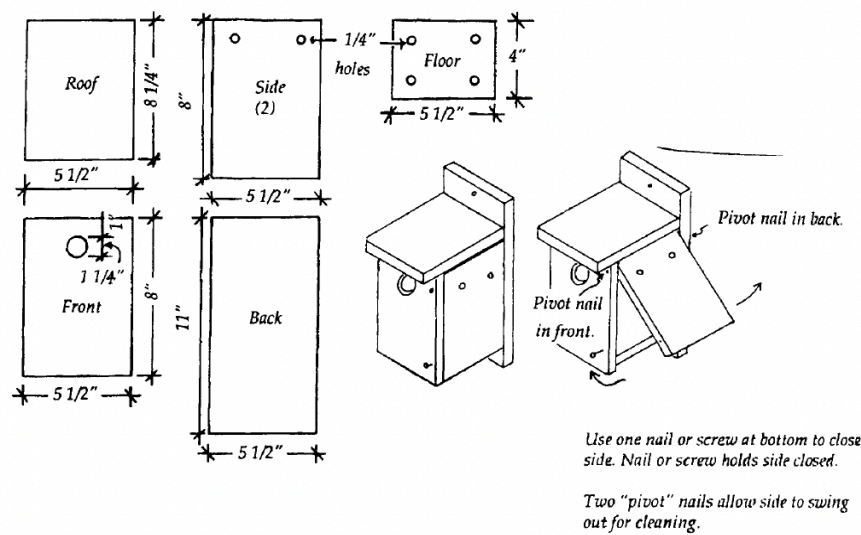
It is best to recess the bottom 3/4"



Nuthatch Box Specs

Brown-headed Nuthatch Nesting Boxes

- Place boxes in open pine woodlands and backyards. Nuthatches will nest in the shade.
- Mount boxes at least 5 feet above ground on a pole or post equipped with a predator guard.
- Boxes that appear weathered or constructed of rough-hewn lumber are preferred by nuthatches before other types of boxes.
- Place 2 to 3 inches of dry sawdust in the box.



Bird Box Installation Specs	Post Depth	Box Height Off Ground	Bags Cement
Blue Brd	2 Feet	5 Feet	2 50lbs
Duck Box	2 Feet	6 Feet	2 50lbs
Nuthatch	2 Feet	5 Feet	2 50lbs

Bird Box Monitoring Schedule	Season	Frequency
Duck Box	April to mid-August	Monthly
Bluebird	February to mid-August.	Weekly
Nuthatch	March to mid-June.	Weekly