



Town of Hilton Head Island

Community Services and Public Safety Committee Meeting

Monday, May 20, 2024, 10:00 AM

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

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

- 1. Call to Order**
- 2. Adoption of the Agenda**
- 3. Approval of the Minutes**
 - a. Regular Meeting Minutes of March 18, 2024
 - b. Regular Meeting Minutes of April 8, 2024
- 4. Appearance by Citizens:** Citizens who wish to speak on the matters being discussed during the meeting may do so by submitting the [Request to Speak form](#) no later than the day prior to the meeting.
- 5. Unfinished Business**
 - a. Presentation of the Town of Hilton Head Island Beaufort County Sheriffs Office Quarterly Crime Statistics - Major Jeff Purdy
 - b. Consideration of a Resolution Expressing Support for the Rotary Community Center Proposal - Josh Gruber, Deputy Town Manager
- 6. Executive Session**
 - a. Discussion of Appointment to Boards, Commissions, and Committees [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 (a)(1)] related to:
 1. Accommodations Tax Advisory Committee
 2. Board of Zoning Appeals
 3. Design Review Board
 4. Gullah Geechee Historic Neighborhood Community Development

- Corporation
- 5. Parks and Recreation Commission
- 6. Planning Commission

7. Adjournment

FOIA Compliance: Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

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

Municipal Association of South Carolina (MASC) Civility Pledge:

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



Town of Hilton Head Island
COMMUNITY SERVICES & PUBLIC SAFETY
COMMITTEE MEETING
Monday, March 18, 2024, 10:00 AM
Minutes

Call to Order

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

Committee Members Present: Chair Tammy Becker, Ward 4; Alex Brown, Ward 1; Patsy Brison, Ward 2, Steve Alfred, Ward 5

Adoption of the Agenda

Mr. Alfred moved to approve. Ms. Brison seconded. Motion carried 4-0.

Approval of the Minutes

Regular Meeting Minutes of February 12, 2024

Ms. Brison moved to approve. Mr. Alfred seconded. Motion carried 4-0.

Regular Meeting Minutes of February 27, 2024

Ms. Brison moved to approve. Mr. Alfred seconded. Motion carried 4-0.

Appearance by Citizens

Pamela Martin Ovens addressed the Committee thanking Bryan McIlwee for eliminating the use of rodenticide on Town property and stating that hopefully the Solid Waste and Recycling consultant, A. Goldsmith Resources, LLC (AGR) will be able to answer Councilmembers questions at today's meeting.

Carl Braden addressed the Committee regarding his disappointment with a pedestrian access gate closure between Bradley Circle and Driessen Beach Park that he uses regularly for walking and bike riding.

Presentation of the Hilton Head Island Fire Rescue Annual Report- Chris Blankenship, Fire Chief

Chief Blankenship conducted a presentation and summary of the item. Highlights included a total of 9,560 incidents including 7,032 EMS calls, 2,284 Fire calls, 62 HazMat calls and 168 Rescues for an average of 26 incidents per day. The top three busiest days for 2023 were January 7, August 19, and September 9. The busiest day is Saturday, the busiest month is July and the busiest station is 5 which is located at the front gate of Hilton Head Plantation.

This past year there were 39 fires within a structure with 74% of them being confined to the object or the room of origin. The total property that Fire Rescue saved was over \$152 Billion with a total combined loss of approximately \$2 Million in property. Chief

Blankenship touched on the most frequent responses addressed which are elderly and assisted care facilities in Hilton Head. Most EMS patient calls are for those 65-84 years old followed by 85+. A major highlight that Chief Blankenship spoke of is that Fire Rescue has a 50% cardiac arrest save rate whereas the national average is 26% and that has helped them save 7 individuals under cardiac arrest that survived in 2023. There were CIP highlights, staffing updates, community outreach & recruitment updates, accomplishment highlights, and upcoming initiatives that everyone can expect to see.

Members of the Committee had questions, comments, and brief discussion regarding the presentation by Chief Blankenship. After that discussion, the committee thanked the Chief and his team for the presentation of the annual fire rescue report and spoke of their willingness to continue to support them in any way they can.

Unfinished Business

Consideration of a Resolution to Support the Solid Waste and Recycling Analysis for Hilton Head Island- Bryan McIlwee, Director of Public Projects and Facilities

Mr. McIlwee stated that before the committee was a resolution to support the Solid Waste and Recycling Analysis for Hilton Head Island.

There is an initiative in the Town of Hilton Head Island 2023-25 Strategic Action Plan to Identify strengths, Weaknesses, Opportunities & Threats (SWOT) of Hilton Head Island Solid Waste and Recycling (Attachment 2).

Staff procured A. Goldsmith Resources, LLC (AGR), an expert consultant in the field of solid waste and recycling, and the preparer of the recently updated Beaufort County Solid Waste Management Plan (2022-2041), to conduct this assessment.

On May 2, 2023, Town Council unanimously approved a Resolution supporting the proposed approach and scope of services outline to complete the SWOT assessment.

On January 8, 2024, the Community Services and Public Safety Committee was presented with the findings of the SWOT analysis provided by Abby Goldsmith. The committee requested an explanation of select current practices and the inclusion of possible near-term actions as outlined below:

1. Describe multifamily solid waste and recycling collection.
2. Provide examples of solid waste and recycling in a POA.
3. Clarify what is recyclable.
4. Include grant funding as an opportunity.
5. Add possible near-term actions.

Pending Committee recommendation, next steps are as follows:

- Present findings of the Solid Waste and Recycling Strength, Weaknesses
- Opportunities, and Threats (SWOT) assessment to full Town council in May.
- Council approval of a Resolution supporting the SWOT assessment.
- Implement Near-Term Actions

Abby Goldsmith, the consultant with AGR, provided the Committee with a review of the Strengths, Weaknesses, Opportunities and Threats previously presented at the January 8, 2024, Community Services and Public Safety meeting. Strengths identified were

Town of Hilton Head Island Community Services and Public Safety
Committee Meeting Minutes

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demonstrated support from elected officials and the public, and noted existing resources that the Town currently has. The weaknesses identified were that there is limited control of recycling and solid waste, no consistent curbside collection, haulers are not always in compliance with ordinance requirements, ordinance insurances, and no dedicated Town Staff or funding for solid waste management and recycling to name a few. Opportunities that Ms. Goldsmith identified were identified as the county paying for residential disposal at Hickory Hill landfill, the county considering the development of a processing facility for recyclables south of the broad, existing framework exists for Town-wide collection, potential diversion from commercial and public facilities, and enhancing solid waste and recyclable collection on beaches. Treats identified were demographic and geographic, limited facilities, and recycling challenges.

Ms. Goldsmith also referenced the feedback from the January 8th meeting including an explanation of select current practices and the inclusion of possible near-term actions to be implemented. She described multifamily solid waste and recycling collection, provided examples of solid waste and recycling in a POA, clarified what is recyclable, and included grant funding as an opportunity. She also spoke with the committee about clarifying the current ordinance to meet the Town's needs regarding what can and cannot be accepted for recycling at this time and other suggestions to aid in a more cohesive outcome for all. During this time there was a lengthy discussion on how to achieve that goal.

Josh Gruber, Deputy Town Manager, answered a committee member's question regarding why the Town has not entered into a contract directly with a facility. During this lengthy discussion, Mr. Gruber stated that the current facility that recycling is taken to, Hickory Hill, closes at noon on Saturdays, and if haulers do not pick up and dispose of the waste before noon, the hauler is responsible for storage over the weekend. Currently, State Law prohibits any new Class 1 facility from being open within a 75-mile radius of any existing Class 1 facility. Hickory Hill will be the only disposable facility for the foreseeable future unless they open a new facility.

Mr. McIlwee presented to the committee five-year term actions that are feasible to aid once this resolution is approved by Town Council. Actions included coordinating with Beaufort County to share approved SWOT and determine the County's short, mid and long term plans for solid waste and recycling; evaluate potential approaches and associated costs to provide curbside solid waste and recycling for all of HHI residents; establish a best in class recycling program at beach park facilities, incorporating outreach and education for residents and visitors; establish a best in class recycling at HHI facilities, incorporating outreach and education for residents and visitors; and lastly continue to strengthen enforcement of reporting and recycling requirements for licensed haulers in Town ordinance.

Members of the Committee had questions, comments, and discussions regarding the agenda topic. During this time there was a question of how the disposal fee that is set by the County and paid by Town residents could be eliminated and it was stated that the Town has an option to contract with a private recycling facility and require licensed haulers to use that facility. The other option would be contracting with a recycling facility in a nearby state. Town Attorney, Curtis Coltrane stated that it is allowed, however, the cost of getting materials from one location on Hilton Head to an alternative site could be costly.

Mr. Alfred moved to forward the proposed resolution to Town Council for review and consideration of approval. Mr. Brown seconded. Motion carried 3-1 (Brison opposed).

New Business

Consideration of an Ordinance Amending Title 9, Chapter 2, of the Municipal Code of Hilton Head Island Titled Regulations and Requirements Relating to Smoking of Tobacco Products by Adding a Definition for Electronic Smoking Devices and Prohibiting Their Use Consistent with Existing Smoking Regulations – Josh Gruber, Deputy Town Manager

Josh Gruber presented information and an ordinance to amend smoking regulations and requirements allowing the Town to become more current with the prohibited use definition of electronic smoking devices.

In 2009, the Town of Hilton Head Island adopted regulations to its municipal code that prohibited smoking tobacco and tobacco related products indoors within publicly accessible commercial businesses or other publicly accessible buildings. In the years since the adoption of these regulations, new types of consumer products including electronic smoking devices, commonly referred to as vaping, have been created and are now widely in use. Because of this, the Town is proposing to update the definition section of its existing smoking regulations to include electronic smoking devices within the existing smoking regulations

On July 18, 2023, student representatives from the Lowcountry Alliance for Healthy Youth made a presentation to the Town Council on the negative effects that electronic smoking devices and vaping in general has had on teens and young adults. They requested that the Town consider amending its code to include the use of electronic smoking devices along with the Town's existing smoking regulations. Following the receipt of this information, staff was requested to prepare this proposed amendment for the Community Services and Public Safety Committee's review and consideration.

Members of the Committee had minimal comments, and all were supportive of amending the ordinance for this matter.

Chair Becker called for public comment, and there was none.

Ms. Brisson moved to forward the proposed ordinance to Town Council for review and consideration of approval. Mr. Alfred seconded. Motion carried 4-0.

Adjournment

The meeting was adjourned at 11:37 a.m.

Approved: _____

The recording of this Meeting can be found on the Town's website at www.hiltonheadislandsc.gov



Town of Hilton Head Island COMMUNITY SERVICES & PUBLIC SAFETY COMMITTEE SPECIAL MEETING Monday, April 8, 2024 – 10:00 AM Minutes

Call to Order

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

Committee Members Present: Chair Tammy Becker, Ward 4; Alex Brown, Ward 1; Patsy Brison, Ward 2, Steve Alfred, Ward 5

Adoption of the Agenda

Ms. Brison moved to remove Item 6.b from the agenda and place it on the upcoming May meeting. She explained she did not feel the resolution, as written, along with supporting documentation were ready to move forward. **Mr. Brown seconded. After discussion Mr. Brown withdrew his second. Ms. Brison stated she was not withdrawing her motion. Chair Becker asked for a second to Ms. Brison's original motion. Motion failed for lack of a second.**

Mr. Alfred moved to approve the agenda as presented. Mr. Brown seconded. Motion carried 3-1 (Brison opposed).

Approval of the Minutes

Special Meeting Minutes of March 19, 2024

Mr. Alfred moved to approve the special meeting minutes of March 19, 2024 as presented. Mr. Brown seconded. Motion carried 4-0.

Appearance by Citizens

Citizens who signed up to speak during this time expressed the need to wait until the agenda item they desired to speak on was discussed by the Committee.

New Business

Consideration of a Resolution Adopting a Beach Parking Fee Schedule – Josh Gruber, Deputy Town Manager

Josh Gruber conducted a presentation. The Community Services and Public Safety Committee has been discussing the establishment of paid parking for many of the Town's publicly accessible beach parks. At this time, staff has recommended that the Committee review the various policy questions that will need to be addressed within a resolution setting forth a rate schedule and other related matters that will need to be implemented as part of its Beach Parking Master Plan.

At its December 18th meeting, the Committee reviewed several policy questions and provided feedback to staff. Additional information was requested to continue these

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Community Services & Public Safety Committee

Meeting Minutes

4/08/2024

discussions and develop additional policy recommendations. This additional information included defining the overall purpose for the program, recommending a maximum daily rate, evaluating both current and future budget implications to refine potential parking rates, address Coligny Beach area employee parking concerns, and evaluate resident beach parking passes.

To commence PCI Municipal Services' (PCI) management of the Town's Beach Parking Program, Town Council approved a Fiscal Year 2024 Budget amendment that included an operational budget of \$366,965 and a Capital budget of \$502,765, for a combined expenditure of \$869,730. A copy of this Ordinance was enclosed as Attachment 1. For the upcoming Fiscal Year 2025 budget, PCI has submitted a proposed operating budget of \$598,789 and a recurring Capital budget of \$25,000, for a total combined expenditure of \$623,789. A copy of that information was enclosed as Attachment 2. In addition to these expenses, staff is recommending that the current \$15.00 fee for Island Resident Beach Parking Passes be made free of charge and the revenue that had previously been generated from this fee be replaced with revenues generated exclusively from beach parking fees. This change will add an additional \$115,000 in yearly expenses to the Beach Parking Management Program.

To financially support these combined expenses, the Town must adopt and implement an updated parking fee rate structure that will generate a sufficient amount of revenue to cover these costs. Staff is therefore recommending two separate options be considered. The first option would charge \$5.00 per hour at all identified beach parking areas that contain publicly available parking spaces except for Chaplin Community Park during the youth recreational sports season, and Coligny Beach Park year-round. The second option would be to charge \$5.00 per hour at all identified beach parking areas that contain publicly available parking spaces except for Chaplin Community Park during the youth recreational sports season, but inclusive of Coligny Beach Park year-round. If this option is preferred, staff would make an additional recommendation that concerns regarding the availability of employee parking within the Coligny Beach area be addressed through the dedication of employee-only restricted parking at the site of the former Wild Wing Café. To support the staff's various recommendations, a survey was conducted of other similar jurisdictions to determine currently prevailing beach parking rates and whether they established a maximum daily charge. A summary of that data, effective as of August 1, 2023, was included in the agenda packet.

The draft Beach Parking Management Ordinance has previously been considered by the Committee and was forwarded to the Town Council with a recommendation that it be adopted. However, to make sure that all issues associated with this program have been addressed at the time of the Ordinance's adoption, the Resolution setting forth the proposed beach parking rates and addressing other ancillary issues should be recommended for adoption as well. This would allow for concurrent adoption of both the Ordinance setting for the framework for the beach parking program and the Resolution setting forth the necessary rate structure to fully implement this program. Staff is therefore requesting that the Community Services and Public Safety Committee consider each of the proposed policy considerations that are identified in this Memorandum.

Chair Becker asked for public comment.

Lee Lucier addressed the Committee stating paid beach parking has been discussed for many years and all the parties involved still cannot decide on what the real goal is that needs to be addressed.

Jack Daly addressed the Committee regarding his involvement in the Circle-to-Circle initiative set forth by the Town previously and that he feels that the Coligny area is not ready for charged parking in that area.

Jay Wendl addressed and shared with the Committee statistics from the Hilton Head Island-Bluffton Chamber of Commerce regarding visitors to Hilton Head Island and how he feels it correlates to the proposed parking resolution.

David Martin addressed the Committee as the Owner of Piggly Wiggly regarding the need for an overflow parking lot and getting back to sharing our Island with others.

Melinda Tunner addressed the Committee with her thoughts on what problem the parking policy is trying to solve and charging for parking in all areas expect one could cause problems down the road.

Rusty Jaquiss addressed the Committee and feels that there is not enough information to implement the parking plan at this time.

Ashley Phillips addressed the Committee that she feels there are too many cars in the area, not enough spaces, and the possibility of using Trolly's from Honey Horn to deal with the traffic in the area.

There was much discussion made by the Committee regarding the agenda item and their thoughts on the presented resolution. Discussion included maximum daily charges, resident beach parking passes, employee parking considerations, the fiscal impacts, parking rates and recreations supports/beach parking considerations. After a lengthy discussion, the Committee felt that there was additional information and data such as financial information regarding the costs of services, and potential future projections that could assist them in approving the resolution.

Mr. Alfred moved to forward the resolution to Town Council for review and consideration of approval. Mrs. Becker seconded. Motion failed 2-2 (Brison and Brown opposed).

Consideration of a Resolution Adopting Environmentally Friendly Landscaping and Grounds Maintenance Practices/Integrated Pest Management Policy – Bryan McIlwee, Director of Public Projects and Facilities

Bryan McIlwee presented to the Committee a resolution for consideration adopting environmentally friendly landscaping and grounds maintenance practices/Integrated Pest Management Policy.

Environmental Sustainability is identified in the Town Council approved 2023-2025 Strategic Action Plan and includes the Assessment and Implementation of an Environmentally Friendly Landscape and Grounds Maintenance Best Practices Program.

Town Staff assessed current Town practices along with other environmentally conscious landscaping practices relating to pest and weed control management practices and products. Staff discussed environmental best practices with certified professionals, other

municipalities, local, state, and national leaders in this field, as well as our landscaping business partners to determine how to implement these strategies and best practices.

The need for an Integrated Pest Management (IPM) program was identified as a necessary component of the Town's Environmental Best Practices that will allow Staff and Town contractors to focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and non-target organisms with the reduced use of pesticides in accordance with direction provided by Town Council. IPM is a system of managing pests using careful consideration and integration of all available pest control tools and techniques. The IPM will present a balanced approach between proper biological, cultural, physical and chemical practices. The goal is to identify the appropriate method of pest management and minimize the use of chemicals on Town owned and maintained grounds. Environmental practices at Town maintained properties will follow the principles of this Integrated Pest Management policy,

At the January 8, 2024, meeting, the Community Services and Public Safety Committee reviewed a draft IPM policy and provided direction and recommendations to Staff to make the following revisions to the proposed policy:

- Clarify the proposed policy is for facilities and properties the Town is responsible for maintaining.
- Confirm there is adequate staff to coordinate this effort with the contractors.
- Confirm the policy will be reviewed and evaluated periodically for any potential changes.
- Reorganize the wording in the purpose to "the purpose is to minimize the risk associated with pest control measures to human health environment and on-target organisms by outlining the sustainable, effective and environmentally responsible approach".

Additionally, Staff presented an outline, scope, and schedule for a trial study conducted by Clemson University located at one or more Town facilities to test and compare the efficacy of synthetic and organic pesticides. Based on Committee feedback and lack of consensus, we are not advancing the trial study.

At the February 12, 2024, meeting, the Community Services and Public Safety Committee reviewed the edits to the draft IPM policy that were derived from the January 8 meeting. The Committee also received comments and recommendations from a Committee member prior to the meeting that included additional edits. The proposed IPM policy includes revisions and recommendations provided during the February 12th CSPA meeting. The IPM policy sets clear direction for the Town's landscape practices.

Next Steps are as follows:

- Recommend Town Council adoption of a Resolution to approve the IPM policy.
- May 7, 2024, Town Council meeting – Brief from Committee chair to Town Council on this item.
- May 21, 2024, Town Council meeting – Consideration of a Resolution to adopt IPM policy.

Chair Becker asked for public comment.

Pamela Martin Ovens addressed the Committee about her thoughts on the use of pesticides and not using chemicals that are poisonous to humans and wildlife. She wants the new IPM to reflect the wishes of the people who live on Hilton Head Island.

Kim Konte addressed the Committee about her overall thoughts on the proposed Integrated Pest Management program and the potential conflict of interest she sees with the third-party contractor hired.

Trevor Konte addressed the Committee about his views on stopping using Round-Up and other known pesticides to protect them and Hilton Head Island.

The Committee asked questions and made comments regarding the presentation of the Integrated Pest Management Policy. Members of the Committee had concerns about the types of chemicals that were proposed to be used, providing the public with advance notice of when the chemicals were used, and the policy revisions that were presented at today's meeting. After a lengthy discussion of their concerns with staff, they decided that more information is needed to be able to make an informed decision about the policy.

Mr. Alfred moved to continue this discussion at the May 20th Committee meeting for further discussion to allow Staff to provide the Committee with additional information. Mr. Brown seconded. Motion carried 3-1 (Becker opposed).

Adjournment

The meeting was adjourned at 1:22 pm.

Approved: _____

The recording of this Meeting can be found on the Town's website at www.hiltonheadislandsc.gov

**BEAUFORT COUNTY
SHERIFF'S OFFICE**

UNIFORM CRIME REPORT



**TOWN OF HILTON HEAD
1ST QUARTER 2024**

DATA SOURCE/CRITERIA

All law enforcement agencies in the state compile incident-based data on crimes occurring in their jurisdiction. While one incident can result in multiple offenses being tracked in the local system, only data that meets the national criteria is forwarded to the SC Law Enforcement Division.

Currently if a burglary is reported and property stolen, two offenses are tracked locally but only the major crime, burglary, is reported using the South Carolina Incident-Based Reporting System. This data is collected by SLED and then forwarded to the FBI, which administers the Uniform Crime Reporting (UCR) program.

The Beaufort County Sheriff's Office will begin using the UCR criteria to account for crime in this report so that it will more closely match the data published by the FBI.

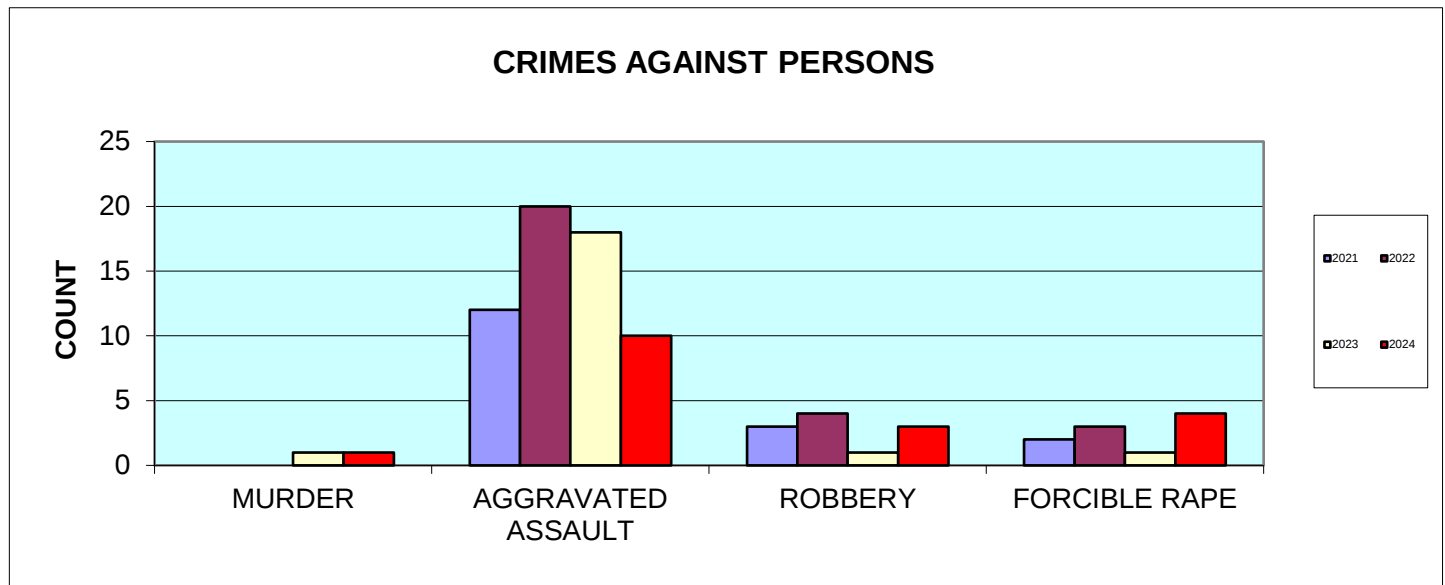
Crimes Against Persons will include Murder, Aggravated Assault, Robbery and Forcible Rape.

Crimes Against Property will include Burglary, Larceny and Auto Theft.
Vehicle Collisions will remain the same as they are not reportable UCR crimes.

This report is based only on the crimes that occurred on Hilton Head Island.

CRIMES AGAINST PERSONS

CRIMES AGAINST PERSONS	1ST QTR	1ST QTR	1ST QTR	1ST QTR
	2021	2022	2023	2024
MURDER	0	0	1	1
AGGRAVATED ASSAULT	12	20	18	10
ROBBERY	3	4	1	3
FORCIBLE RAPE	2	3	1	4
TOTAL	17	27	21	18



These statistics are compiled using the following Uniform Crime Reporting (UCR) criteria:

Murder and non-negligent manslaughter: The willful killing of one human being by another. Any death due to injuries received in a fight, quarrel, assault or commission of a crime is classified in this category.

Aggravated Assault: An unlawful attack by one person upon another wherein the offender uses a weapon or displays it in a threatening manner, or the victim suffers obvious severe or aggravated bodily injury (involving apparent broken bones, loss of teeth, possibly internal injury, severe laceration, loss of consciousness due to injury, etc.)

Robbery: Taking or attempting to take, under confrontational circumstances, anything of value from another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.

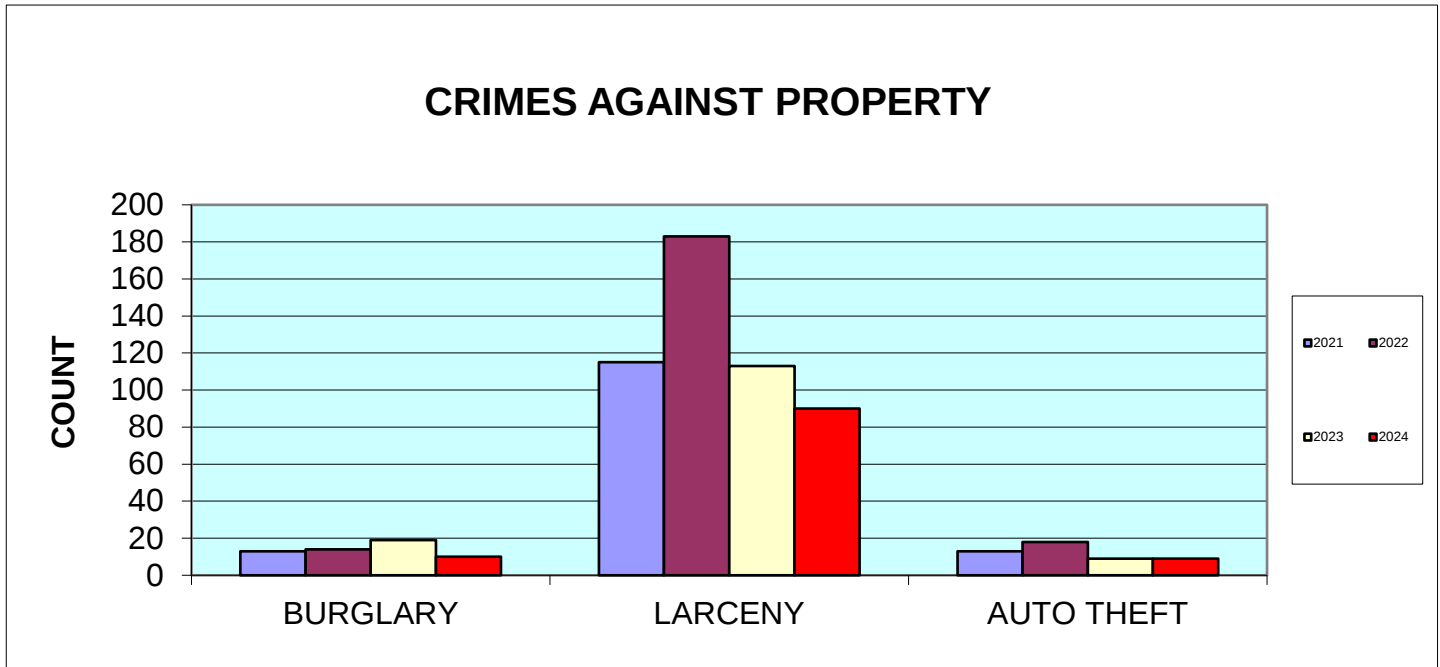
Forcible Rape: Any sexual act directed against another person, forcibly and/or against the persons will; or not forcibly or against the person's will where the person is unable to give consent. A person may unable to give consent due to: very young or very old, mental or physical incapacity, intoxication, the influence of drugs.

CRIMES AGAINST PERSONS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
MURDER 2023	0	0	0	2	2
MURDER 2024	1				1
ASSAULT 2023	18	24	24	15	81
ASSAULT 2024	10				10
ROBBERY 2023	1	4	1	1	7
ROBBERY 2024	3				3
FORCIBLE RAPE 2023	1	0	1	0	2
FORCIBLE RAPE 2024	4				4

CRIMES AGAINST PROPERTY

CRIMES AGAINST PROPERTY	1ST QTR	1ST QTR	1ST QTR	1ST QTR
	2021	2022	2023	2024
BURGLARY	13	14	19	10
LARCENY	115	183	113	90
AUTO THEFT	13	18	9	9
TOTAL	141	215	141	109



Burglary/Breaking & Entering: The UNLAWFUL ENTRY into a building or other structure with the intent to commit a serious crime or theft.

Structure: A structure is defined as a building or walled enclosure which can be enclosed on all sides by closing doors or windows.

Motor vehicles, motor homes, trailers and other mobile property are NOT structures. Some mobile property may be made immobile.

Larceny: The unlawful taking of property from the possession or constructive possession of another person. Types of larceny include: pocket picking, purse snatching, shoplifting, theft from a building theft from coin operated machine or device, theft from a motor vehicle, theft of motor vehicle parts and thefts from enclosures, etc, and from residences where no unlawful entry of a structure is involved.

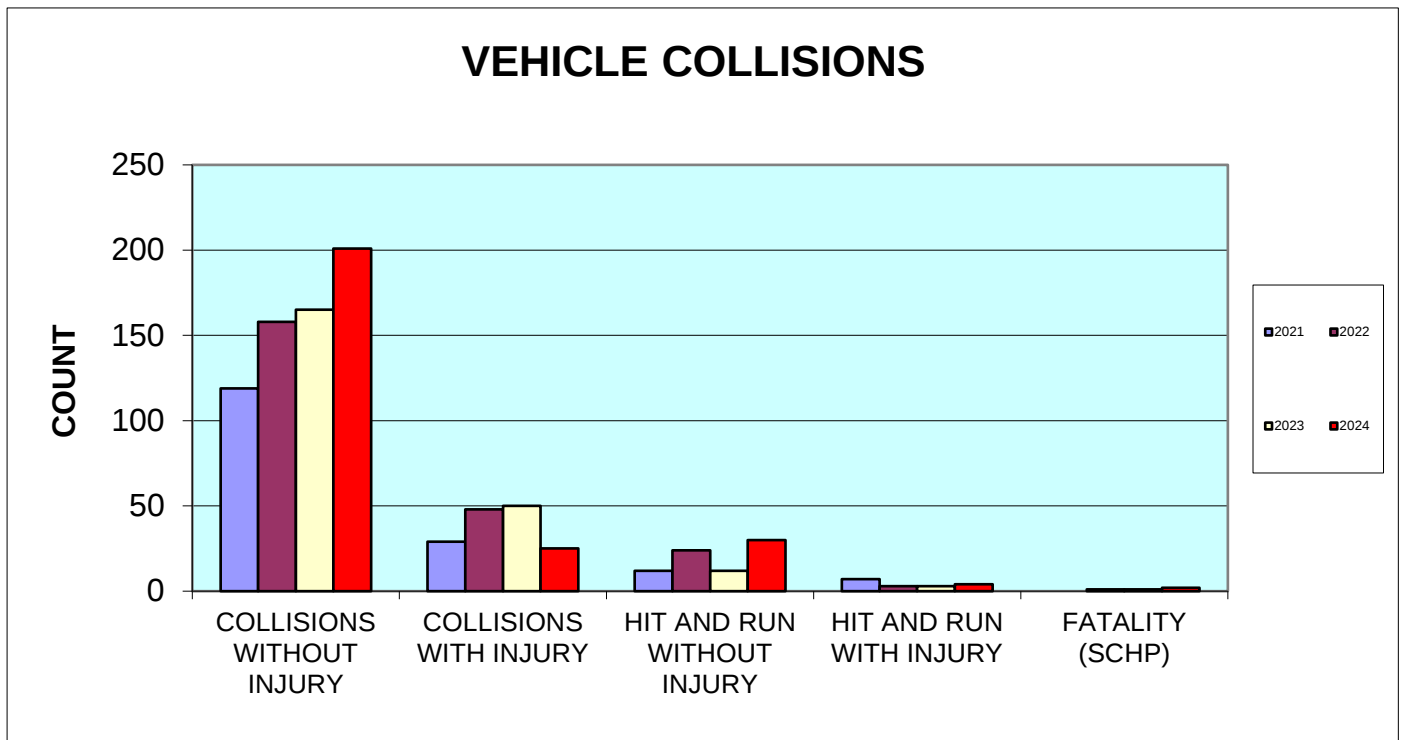
Motor Vehicle Theft: Theft of a motor vehicle. This does not include using a motor vehicle without the expressed consent of the owner.

CRIMES AGAINST PROPERTY

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
BURGLARY 2023	20	22	14	11	67
BURGLARY 2024	10				10
LARCENY 2023	113	99	114	89	415
LARCENY 2024	90				90
AUTO THEFT 2023	9	17	17	17	60
AUTO THEFT 2024	9				9

VEHICLE COLLISIONS

VEHICLE COLLISIONS	1ST QTR	1ST QTR	1ST QTR	1ST QTR
	2021	2022	2023	2024
COLLISIONS WITHOUT INJURY	119	158	165	201
COLLISIONS WITH INJURY	29	48	50	25
HIT AND RUN WITHOUT INJURY	12	24	12	30
HIT AND RUN WITH INJURY	7	3	3	4
FATALITY (SCHP)	0	1	1	2
TOTAL	167	234	231	262



Note:
These statistics are compiled using the Offense Code.

VEHICLE COLLISIONS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
NO INJURY 2023	165	242	211	196	814
NO INJURY 2024	201				201
INJURY 2023	50	45	42	31	168
INJURY 2024	25				25
HIT & RUN NO INJ 2023	12	30	34	31	107
HIT & RUN NO INJ 2024	31				31
HIT & RUN INJ 2023	3	4	1	0	8
HIT & RUN INJ 2024	3				3
FATALITY 2023	1	1	0	0	2
FATALITY 2024	2				2

VEHICLE COLLISIONS ANALYSIS

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Y	WILLIAM HILTON PARKWAY					
	ARROW ROAD	2	1	0	0	0
	AUTOMOBILE PLACE	1	0	0	0	0
	BLUE HERON POINT ROAD	2	0	0	0	0
	BURKES BEACH ROAD	1	0	0	0	0
	C HEINRICHS CIRCLE	1	0	0	0	0
	CENTRAL AVENUE	0	1	0	0	0
	CHAMBERLIN DRIVE	7	0	0	0	0
	COGGINS POINT ROAD	2	1	0	0	0
	DILLON ROAD	1	0	0	0	0
	FOLLY FIELD ROAD	2	0	0	0	0
	GARDNER DRIVE	3	1	0	0	0
	GUM TREE ROAD	3	1	1	0	0
	HARBOUR PASSAGE	2	0	1	0	0
	JARVIS PARK ROAD	0	0	1	0	0
	JENKINS ROAD	1	0	0	0	0
	KING NEPTUNE DRIVE	1	0	0	0	0
	MARINA SIDE DRIVE	1	0	0	0	0
	MATHEWS DRIVE	0	2	1	0	0
	MUSEUM STREET	2	2	0	0	0
	NORTHBRIDGE DRIVE	1	0	0	0	0
	PALMETTO PARKWAY	2	0	0	0	0
	PARK LANE	1	0	0	0	0
	PEMBROKE DRIVE	1	0	0	0	0
	PLAZA DRIVE	1	0	0	0	0
	QUEENS WAY	2	0	1	0	0
	REGENCY PARKWAY	1	0	0	0	0
	SEA PINES CIRCLE	8	0	0	0	0
	SHELTER COVE LANE	7	1	0	0	0
	SINGLETON BEACH ROAD	2	0	0	0	0
	SOUTHWOOD PARK DRIVE	3	0	0	0	0
	SPANISH WELLS ROAD	5	0	2	0	0
	SQUIRE POPE ROAD	2	0	0	0	0
	WEXFORD DRIVE	1	0	0	0	0
	WHOOPIING CRANE WAY	3	0	1	0	0
	WILBORN ROAD	2	1	0	0	0
	WILD HORSE ROAD	1	0	1	0	0
	WILLIAM HILTON PARKWAY	4	1	0	0	0
	TOTAL	79	12	9	0	0
						100

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Z	POPE AVENUE/PALMETTO BAY ROAD					
	ARCHER ROAD	1	0	0	0	0
	ARROW ROAD	2	0	0	1	0
	CORDILLO PARKWAY	0	1	0	0	0
	DUNNAGANS ALLEY	2	0	0	0	0
	EXECUTIVE PARK ROAD	1	0	0	0	0
	LAGOON ROAD	2	1	0	0	0
	NEW ORLEANS ROAD	2	0	0	0	0
	SOL BLATT JR PARKWAY	2	1	0	0	0
	TARGET ROAD	3	0	0	1	0
	TOTAL	15	3	0	2	0
						20

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5A	SOUTH FOREST BEACH AREA					
	GREENWOOD DRIVE	1	0	0	0	0
	NORTH FOREST BEACH DRIVE	0	0	1	0	0
	OFFICE PARK ROAD	2	0	0	0	0
	POPE AVENUE	4	0	0	0	0
	TOTAL	7	0	1	0	0
						8

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5B	NORTH FOREST BEACH AREA					
	NEW ORLEANS ROAD	4	0	1	0	0
	NORTH FOREST BEACH DRIVE	1	1	2	0	0
	POPE AVENUE	1	0	1	0	0
	TOTAL	6	1	4	0	0
						11

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5C	POINT COMFORT ROAD AREA					
	ARROW ROAD	2	0	0	0	0
	BOW CIRCLE	3	0	0	0	0
	DUNNAGANS ALLEY	1	0	0	0	0
	HELMSMAN WAY	1	0	1	0	0
	PALMETTO BAY ROAD	7	0	1	0	0
	REGENCY PARKWAY	1	0	0	0	0
	WILLIAM HILTON PARKWAY	5	0	2	0	0
	TOTAL	20	0	4	0	0
						24

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5D	SINGLETON/BRADLEY BEACH AREA					
	CASTNET DRIVE	0	0	1	0	0
	TOTAL	0	0	1	0	0
						1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5E	FOLLY FIELD AREA					
	STARFISH DRIVE	1	0	0	0	0
	TOTAL	1	0	0	0	0
						1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5F	MATHEWS DRIVE AREA					
	MARSHLAND ROAD	2	0	0	0	0
	MATHEWS DRIVE	1	0	0	0	0
	SOUTHWOOD PARK DRIVE	0	1	0	0	0
	WILLIAM HILTON PARKWAY	1	0	0	0	0
	TOTAL	4	1	0	0	0
						5

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5G	MATHEWS DRIVE/DILLON ROAD AREA					
	BEACH CITY ROAD	2	1	0	0	0
	DILLON ROAD	2	0	0	0	0
	HOSPITAL CENTER BLVD	3	1	0	0	0
	MATHEWS DRIVE	1	0	1	1	0
	NORTH MAIN STREET	1	0	0	0	0
	PALMETTO PARKWAY	1	0	0	0	0
	WILLIAM HILTON PARKWAY	2	0	0	0	0
	TOTAL	12	2	1	1	0
						16

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5H	FESTIVAL CENTER AREA					
	GARDNER DRIVE	0	0	1	0	0
	HATTON PLACE	2	0	0	0	0
	PEMBROKE DRIVE	2	0	3	0	0
	TOTAL	4	0	4	0	0
						8

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5I	SPANISH WELLS RD/MARSHLAND RD					
	KORBER COURT	0	0	1	0	0
	MARSHLAND ROAD	3	0	0	0	0
	NATURES WAY	1	0	0	0	0
	NINA DRIVE	0	0	0	1	0
	SIMMONS ROAD	1	0	0	0	0
	SPANISH WELLS ROAD	0	1	0	0	1
	WILLIAM HILTON PARKWAY	2	0	0	0	0
	TOTAL	7	1	1	1	1

11

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5J	SQUIRE POPE ROAD AREA					
	GUM TREE ROAD	4	0	0	0	1
	MAIN STREET	2	1	0	0	0
	MURRAY AVENUE	2	0	0	0	0
	MUSEUM STREET	0	0	1	0	0
	WILBORN ROAD	1	0	0	0	0
	WILLIAM HILTON PARKWAY	6	0	0	0	0
	TOTAL	15	1	1	0	1

18

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5K	SEA PINES AREA					
	GOVERNORS ROAD	1	0	0	0	0
	GREEN HERON ROAD	1	0	0	0	0
	GREENWOOD DRIVE	6	2	0	0	0
	LAWTON CANAL ROAD	1	0	0	0	0
	LIGHTHOUSE ROAD	1	0	0	0	0
	TOTAL	10	2	0	0	0

12

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5L	SHIPYARD PLANTATION AREA					
	SHIPYARD DRIVE	1	0	0	0	0
	TOTAL	1	0	0	0	0

1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5M	WEXFORD PLANTATION AREA					
	WEXFORD CLUB DRIVE	1	0	0	0	0
	TOTAL	1	0	0	0	0

1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5P	LONG COVE CLUB AREA					
	STRAWBERRY HILL ROAD	1	0	0	0	0
	TOTAL	1	0	0	0	0

1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Q	PALMETTO DUNES/SHELTER COVE					
	HARBOURSIDE LANE	0	0	1	0	0
	QUEENS FOLLY ROAD	4	0	0	0	0
	SEA LANE	1	0	0	0	0
	SHELTER COVE LANE	6	0	2	0	0
	TRENT JONES LANE	2	1	0	0	0
	TOTAL	13	1	3	0	0

17

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5R	PALMETTO HALL AREA					
	FORT HOWELL DRIVE	1	0	0	0	0
	TOTAL	1	0	0	0	0
						1

COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5U	HILTON HEAD PLANTATION AREA					
	DOLPHIN HEAD DRIVE	1	0	0	0	0
	HEADLANDS DRIVE	1	0	1	0	0
	OYSTER REEF DRIVE	1	0	0	0	0
	WHOOPING CRANE WAY	1	1	0	0	0
	TOTAL	4	1	1	0	0
						6

2 FATALITIES - MARSHLAND RD/SPANISH WELLS RD SINGLE VEHICLE AND HIT AND RUN VS A PEDESTRIAN AT GUM TREE RD

TICKETS									
		TICKETS			WARNINGS				
		2023	2024		2023	2024			
JANUARY		135	242		176	216			
FEBRUARY		209	311		206	292			
MARCH		165	251		156	236			
APRIL		188			95				
MAY		158			172				
JUNE		167			116				
JULY		127			154				
AUGUST		175			155				
SEPTEMBER		140			161				
OCTOBER		206			194				
NOVEMBER		166			147				
DECEMBER		202			144				
TOTAL		2038	804		1876	744			
TOTAL 2023		2038			1876				
TOTAL 2024		804			744				

CALLS FOR SERVICE

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
CFS 2023	12,039	15,212	13,793	13,008	54,052
CFS 2024	14,624				14,624
REPORTS 2023	645	1,108	1,285	1,110	4,148
REPORTS 2024	979				979
ARRESTS 2023	97	149	141	134	521
ARRESTS 2024	82				82
TR-309 2023	48	83	114	115	360
TR-309 2024	71				71
DOOR HANGERS 2023	28	24	48	17	117
DOOR HANGERS 2024	37				37

CFS - Calls for Service. Any call initiated by the officer (proactive or extra patrol) or the dispatch center.

Reports - Any incident documented by the officer and assigned a case number.

Arrests - Courtesy Summons or physical arrest made by an officer.

TR-309 - Traffic collision form for a collision not investigated by BCSO. Not assigned a case number.

Door Hangers - Hang tags left by an officer for activated alarms, unsecured property etc.

TOWN ORDINANCES

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
FLEEING TO EVADE TICKET	3				3
FLEEING TO EVADE WARNING	0				0
ALCOHOL ON BEACH TICKET	0				0
ALCOHOL ON BEACH WARNING	0				0
ALCOHOL IN PUBLIC TICKET	1				1
ALCOHOL IN PUBLIC WARNING	0				0
BOAT: NEGLIGENT TICKET	0				0
BOAT: NEGLIGENT WARNING	0				0
DISCHARGE FIREARM TICKET	0				0
DISCHARGE FIREARM WARNING	0				0
LOITERING TICKET	3				3
LOITERING WARNING	0				0
BOAT: NO WAKE ZONE TICKET	0				0
BOAT: NO WAKE ZONE WARNING	0				0
DISTURBING THE PEACE TICKET	1				1
DIST. THE PEACE WARNING	0				0
VEHICLE ON BEACH TICKET	0				0
VEHICLE ON BEACH WARNING	0				0

**BEAUFORT COUNTY
SHERIFF'S OFFICE**

UNIFORM CRIME REPORT



**TOWN OF HILTON HEAD
4TH QUARTER 2023**

DATA SOURCE/CRITERIA

All law enforcement agencies in the state compile incident-based data on crimes occurring in their jurisdiction. While one incident can result in multiple offenses being tracked in the local system, only data that meets the national criteria is forwarded to the SC Law Enforcement Division.

Currently if a burglary is reported and property stolen, two offenses are tracked locally but only the major crime, burglary, is reported using the South Carolina Incident-Based Reporting System. This data is collected by SLED and then forwarded to the FBI, which administers the Uniform Crime Reporting (UCR) program.

The Beaufort County Sheriff's Office will begin using the UCR criteria to account for crime in this report so that it will more closely match the data published by the FBI.

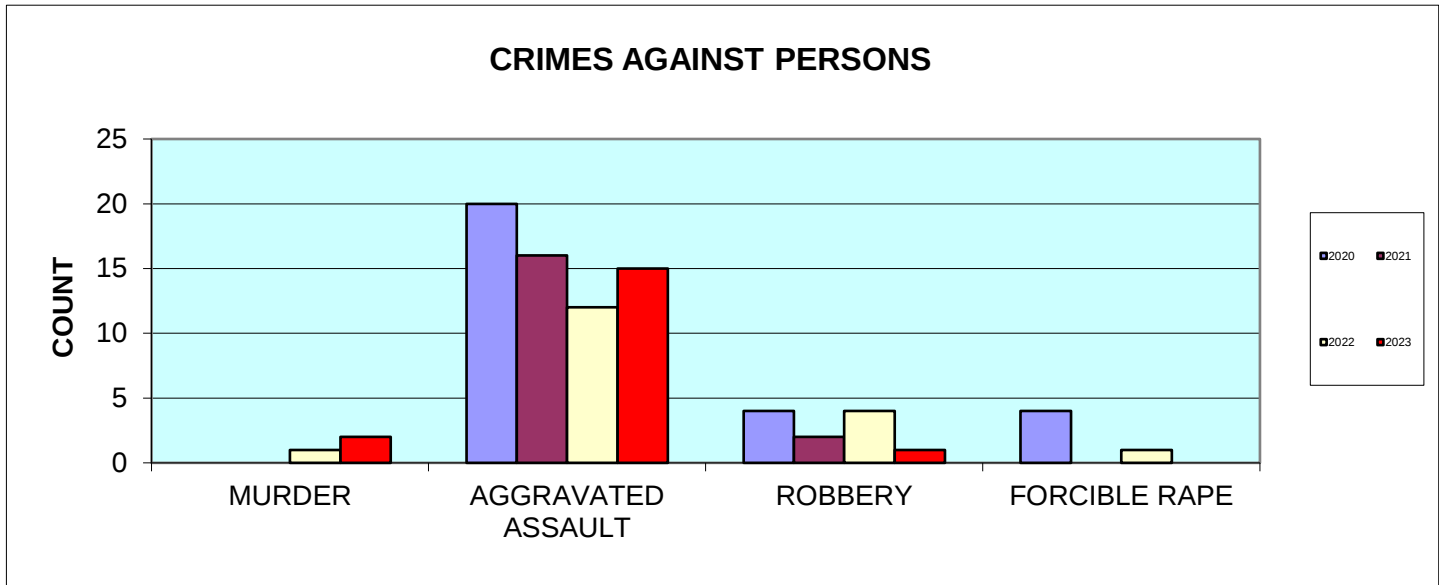
Crimes Against Persons will include Murder, Aggravated Assault, Robbery and Forcible Rape.

Crimes Against Property will include Burglary, Larceny and Auto Theft.
Vehicle Collisions will remain the same as they are not reportable UCR crimes.

This report is based only on the crimes that occurred on Hilton Head Island.

CRIMES AGAINST PERSONS

CRIMES AGAINST PERSONS	4TH QTR	4TH QTR	4TH QTR	4TH QTR
	2020	2021	2022	2023
MURDER	0	0	1	2
AGGRAVATED ASSAULT	20	16	12	15
ROBBERY	4	2	4	1
FORCIBLE RAPE	4	0	1	0
TOTAL	28	18	18	18



These statistics are compiled using the following Uniform Crime Reporting (UCR) criteria:

Murder and non-negligent manslaughter: The willful killing of one human being by another. Any death due to injuries received in a fight, quarrel, assault or commission of a crime is classified in this category.

Aggravated Assault: An unlawful attack by one person upon another wherein the offender uses a weapon or displays it in a threatening manner, or the victim suffers obvious severe or aggravated bodily injury (involving apparent broken bones, loss of teeth, possibly internal injury, severe laceration, loss of consciousness due to injury, etc.)

Robbery: Taking or attempting to take, under confrontational circumstances, anything of value from another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.

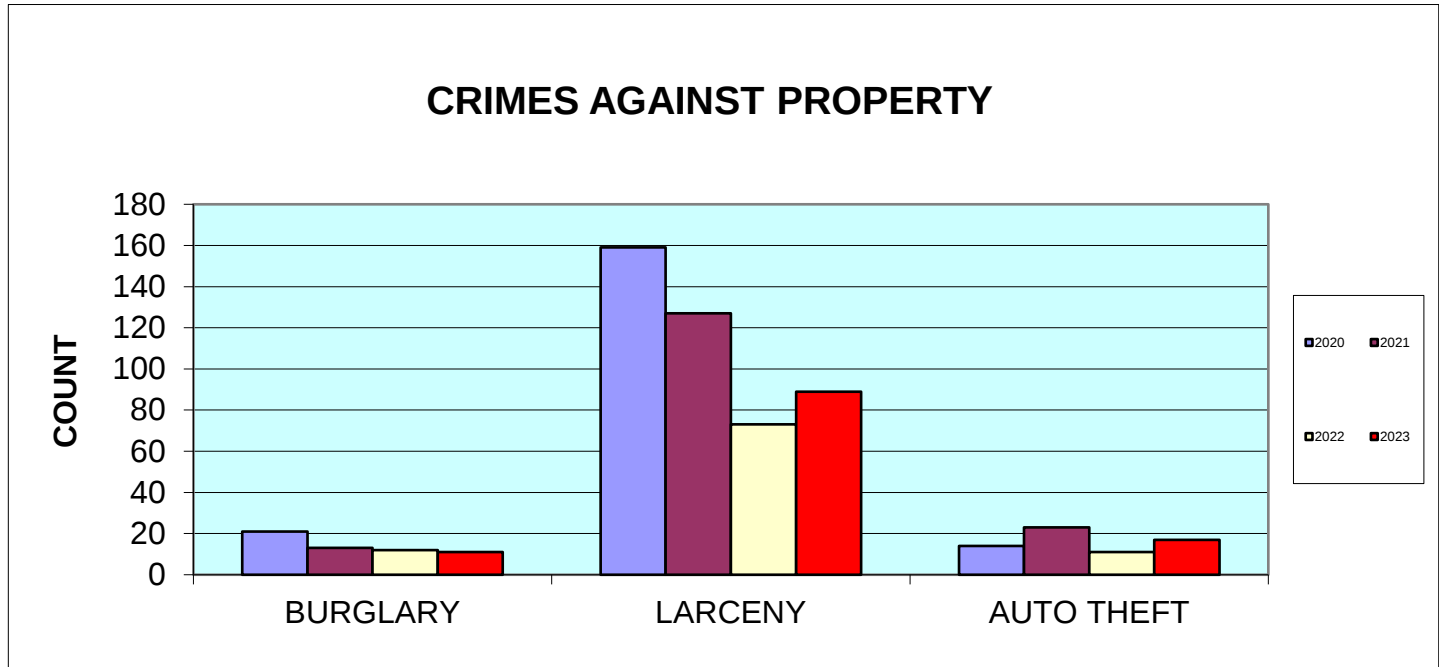
Forcible Rape: Any sexual act directed against another person, forcibly and/or against the persons will; or not forcibly or against the person's will where the person is unable to give consent. A person may unable to give consent due to: very young or very old, mental or physical incapacity, intoxication, the influence of drugs.

CRIMES AGAINST PERSONS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
MURDER 2022	0	0	0	1	1
MURDER 2023	0	0	0	2	2
ASSAULT 2022	20	20	16	12	68
ASSAULT 2023	18	24	24	15	81
ROBBERY 2022	4	2	1	4	11
ROBBERY 2023	1	4	1	1	7
FORCIBLE RAPE 2022	3	2	4	1	10
FORCIBLE RAPE 2023	1	0	1	0	2

CRIMES AGAINST PROPERTY

CRIMES AGAINST PROPERTY	4TH QTR	4TH QTR	4TH QTR	4TH QTR
	2020	2021	2022	2023
BURGLARY	21	13	12	11
LARCENY	159	127	73	89
AUTO THEFT	14	23	11	17
TOTAL	194	163	96	117



Burglary/Breaking & Entering: The UNLAWFUL ENTRY into a building or other structure with the intent to commit a serious crime or theft.

Structure: A structure is defined as a building or walled enclosure which can be enclosed on all sides by closing doors or windows.

Motor vehicles, motor homes, trailers and other mobile property are NOT structures. Some mobile property may be made immobile.

Larceny: The unlawful taking of property from the possession or constructive possession of another person. Types of larceny include: pocket picking, purse snatching, shoplifting, theft from a building theft from coin operated machine or device, theft from a motor vehicle, theft of motor vehicle parts and thefts from enclosures, etc, and from residences where no unlawful entry of a structure is involved.

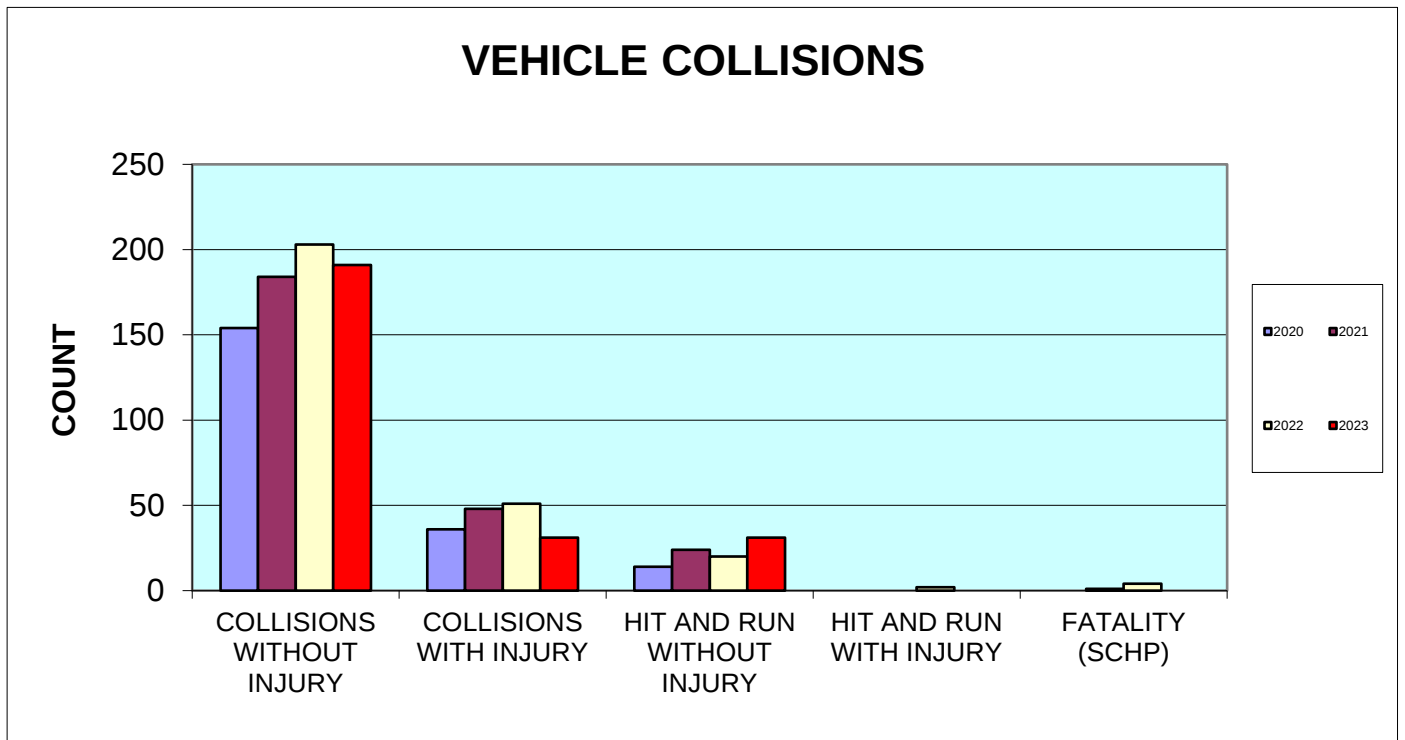
Motor Vehicle Theft: Theft of a motor vehicle. This does not include using a motor vehicle without the expressed consent of the owner.

CRIMES AGAINST PROPERTY

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
BURGLARY 2022	14	30	22	12	78
BURGLARY 2023	20	22	14	11	67
LARCENY 2022	183	180	137	73	573
LARCENY 2023	113	99	114	89	415
AUTO THEFT 2022	18	17	17	11	63
AUTO THEFT 2023	9	17	17	17	60

VEHICLE COLLISIONS

VEHICLE COLLISIONS	4TH QTR	4TH QTR	4TH QTR	4TH QTR
	2020	2021	2022	2023
COLLISIONS WITHOUT INJURY	154	184	203	191
COLLISIONS WITH INJURY	36	48	51	31
HIT AND RUN WITHOUT INJURY	14	24	20	31
HIT AND RUN WITH INJURY	0	0	2	0
FATALITY (SCHP)	0	1	4	0
TOTAL	204	257	280	253



Note:
These statistics are compiled using the Offense Code.

VEHICLE COLLISIONS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
NO INJURY 2022	158	233	239	203	833
NO INJURY 2023	165	242	211	196	814
INJURY 2022	48	45	49	51	193
INJURY 2023	50	45	42	31	168
HIT & RUN NO INJ 2022	24	42	26	20	112
HIT & RUN NO INJ 2023	12	30	34	31	107
HIT & RUN INJ 2022	3	2	2	2	9
HIT & RUN INJ 2023	3	4	1	0	8
FATALITY 2022	1	1	0	4	6
FATALITY 2023	1	1	0	0	2

VEHICLE COLLISIONS ANALYSIS

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Y	WILLIAM HILTON PARKWAY					
	BEACH CITY ROAD	1	0	0	0	0
	BEACHWOOD DRIVE	1	0	0	0	0
	BLUE HERON POINT ROAD	3	0	0	0	0
	BURKES BEACH ROAD	0	1	0	0	0
	CHAMBER OF COMMERCE DRIVE	0	1	0	0	0
	CHAMBERLIN DRIVE	4	0	0	0	0
	COGGINS POINT ROAD	1	1	0	0	0
	DILLON ROAD	2	1	0	0	0
	GARDNER DRIVE	2	0	0	0	0
	GUM TREE ROAD	5	1	0	0	0
	HARBOUR PASSAGE	4	0	0	0	0
	INDIGO RUN DRIVE	4	0	0	0	0
	JENKINS ROAD	4	0	0	0	0
	MATHEWS DRIVE	2	1	0	0	0
	MUSEUM STREET	2	0	0	0	0
	NEW ORLEANS ROAD	2	0	0	0	0
	NORTHRIDGE DRIVE	1	0	0	0	0
	OLD WILD HORSE ROAD	1	1	0	0	0
	PEMBROKE DRIVE	2	0	0	0	0
	SEA PINES CIRCLE	3	1	0	0	0
	SHELTER COVE LANE	3	1	0	0	0
	SHIPYARD DRIVE	1	0	0	0	0
	SOUTHWOOD PARK DRIVE	0	2	0	0	0
	SPANISH WELLS ROAD	1	1	0	0	0
	SQUIRE POPE ROAD	3	0	0	0	0
	WEXFORD DRIVE	2	1	0	0	0
	WHOOPING CRANE WAY	0	1	0	0	0
	WILBORN ROAD	1	0	0	0	0
	WILD HORSE ROAD	4	0	0	0	0
	WILLIAM HILTON PARKWAY	1	0	2	0	0
	TOTAL	60	14	2	0	0
						76

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Z	POPE AVENUE/PALMETTO BAY ROAD					
	ARROW ROAD	1	2	0	0	0
	CORDILLO PARKWAY	1	0	1	0	0
	DUNNAGANS ALLEY	2	0	0	0	0
	EXECUTIVE PARK ROAD	1	0	0	0	0
	NEW ORLEANS ROAD	1	1	0	0	0
	OFFICE PARK ROAD	0	1	0	0	0
	PALMETTO BAY ROAD	2	1	0	0	0
	SOL BLATT JR PARKWAY	2	0	0	0	0
	TARGET ROAD	3	2	0	0	0
	WOODHAVEN LANE	1	0	0	0	0
	TOTAL	14	7	1	0	0
						22

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5A	SOUTH FOREST BEACH AREA					
	DEALLYON AVENUE	1	0	0	0	0
	GREENWOOD DRIVE	2	0	0	0	0
	NORTH SEA PINES DRIVE	1	0	0	0	0
	OFFICE PARK DRIVE	1	0	0	0	0
	POPE AVENUE	1	1	2	0	0
	SOUTH FOREST BEACH DRIVE	1	0	0	0	0
	TOTAL	7	1	2	0	0
						10

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5B	NORTH FOREST BEACH AREA					
	LAGOON ROAD	0	0	1	0	0
	NEW ORLEANS ROAD	0	0	2	0	0
	POPE AVENUE	1	0	0	0	0
	WILLIAM HILTON PARKWAY	1	0	0	0	0
	TOTAL	2	0	3	0	0
						5

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5C	POINT COMFORT ROAD AREA					
	ARROW ROAD	1	0	0	0	0
	BROAD CREEK LANDING DRIVE	0	0	1	0	0
	DUNNAGANS ALLEY	1	0	0	0	0
	MARINA SIDE DRIVE	1	0	0	0	0
	PALMETTO BAY ROAD	6	0	0	0	0
	PARK LANE	1	0	0	0	0
	WILLIAM HILTON PARKWAY	9	1	0	0	0
	YACHT COVE DRIVE	0	0	1	0	0
	TOTAL	19	1	2	0	0
						22

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5D	SINGLETON/BRADLEY BEACH AREA					
	SURF WATCH WAY	1	0	0	0	0
	WILLIAM HILTON PARKWAY	1	0	0	0	0
	TOTAL	2	0	0	0	0
						2

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5E	FOLLY FIELD AREA					
	FOLLY FIELD ROAD	1	0	0	0	0
	TOTAL	1	0	0	0	0
						1

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5F	MATHEWS DRIVE AREA					
	ISLAND DRIVE	2	0	0	0	0
	MARSHLAND ROAD	0	1	0	0	0
	MATHEWS COURT	1	0	0	0	0
	SHRIMP LANE	1	0	0	0	0
	SOUTHWOOD PARK DRIVE	0	0	1	0	0
	WILLIAM HILTON PARKWAY	2	0	0	0	0
	TOTAL	6	1	1	0	0
						8

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5G	MATHEWS DRIVE/DILLON ROAD AREA					
	BEACH CITY ROAD	1	1	1	0	0
	DILLON ROAD	5	0	2	0	0
	FISH HAUL ROAD	1	0	0	0	0
	HORSE SUGAR LANE	1	0	0	0	0
	HUNTER ROAD	1	0	0	0	0
	MATHEWS DRIVE	3	0	2	0	0
	PALMETTO PARKWAY	1	0	0	0	0
	SUMMIT DRIVE	1	0	0	0	0
	WILLIAM HILTON PARKWAY	1	0	0	0	0
	TOTAL	15	1	5	0	0
						21

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5H	FESTIVAL CENTER AREA					
	PEMBROKE DRIVE	5	0	1	0	0
	TOTAL	5	0	1	0	0
						6

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5I	SPANISH WELLS RD/MARSHLAND RD					
	HACKNEY PONY LANE	1	0	0	0	0
	LEG O MUTTON ROAD	4	1	0	0	0
	MARSHLAND ROAD	5	0	3	0	0
	MUDDY CREEK ROAD	1	1	0	0	0
	SPANISH WELLS ROAD	1	1	1	0	0
	WILLIAM HILTON PARKWAY	1	1	0	0	0
	TOTAL	13	4	4	0	0
						21

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5J	SQUIRE POPE ROAD AREA					
	GUM TREE ROAD	2	0	2	0	0
	HUDSON ROAD	0	0	2	0	0
	MAIN STREET	7	0	0	0	0
	MURRAY AVENUE	0	1	0	0	0
	NORTH MAIN STREET	3	0	0	0	0
	SHAMROCK CIRCLE	0	0	1	0	0
	SQUIRE POPE ROAD	2	0	0	0	0
	WHOOPING CRANE WAY	1	0	0	0	0
	WILLIAM HILTON PARKWAY	8	0	0	0	0
	TOTAL	23	1	5	0	0
						29

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5K	SEA PINES AREA					
	GREENWOOD DRIVE	3	1	0	0	0
	LIGHTHOUSE LANE	0	0	1	0	0
	NORTH SEA PINES DRIVE	1	0	0	0	0
	SHELL RING ROAD	1	0	0	0	0
	SOUTH SEA PINES DRIVE	1	0	0	0	0
	TOTAL	6	1	1	0	0
						8

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5L	SHIPYARD PLANTATION AREA					
	SHIPYARD DRIVE	3	0	0	0	0
	VALENCIA ROAD	0	0	1	0	0
	TOTAL	3	0	1	0	0
						4

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5Q	PALMETTO DUNES/SHELTER COVE					
	HARBOURSIDE LANE	2	0	0	0	0
	LEAMINGTON LANE	0	0	1	0	0
	QUEENS FOLLY ROAD	3	0	0	0	0
	SHELTER COVE LANE	3	0	1	0	0
	TRENT JONES LANE	1	0	1	0	0
	TOTAL	9	0	3	0	0
						12

VEHICLE COLLISIONS		COLLISIONS	COLLISIONS	HIT & RUN	HIT & RUN	FATALITY
		WITHOUT INJURY	WITH INJURY	WITHOUT INJURY	WITH INJURY	
5U	HILTON HEAD PLANTATION AREA					
	OYSTER REEF DRIVE	1	0	0	0	0
	ROOKERY WAY	1	0	0	0	0
	TEAL LANE	1	0	0	0	0
	WHOOPING CRANE WAY	3	0	0	0	0
	TOTAL	6	0	0	0	0
						6

5 VEHICLE VS BICYCLE ACCIDENTS

TICKETS									
		TICKETS			WARNINGS				
		2022	2023		2022	2023			
JANUARY		120	135		151	176			
FEBRUARY		121	209		143	206			
MARCH		165	165		181	156			
APRIL		155	188		180	95			
MAY		207	158		306	172			
JUNE		114	167		141	116			
JULY		164	127		187	154			
AUGUST		190	175		232	155			
SEPTEMBER		157	140		205	161			
OCTOBER		196	206		233	194			
NOVEMBER		179	166		226	147			
DECEMBER		214	202		230	144			
TOTAL		1982	2038		2415	1876			
TOTAL 2022		1982			2415				
TOTAL 2023		2038			1876				

CALLS FOR SERVICE

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
CFS 2022	14,839	15,417	14,131	13,192	57,579
CFS 2023	12,039	15,212	13,793	13,008	54,052
REPORTS 2022	778	911	842	696	3,227
REPORTS 2023	645	1,108	1,285	1,110	4,148
ARRESTS 2022	118	113	156	114	501
ARRESTS 2023	97	149	141	134	521
TR-309 2022	86	137	127	62	412
TR-309 2023	48	83	114	115	360
DOOR HANGERS 2022	19	42	44	43	148
DOOR HANGERS 2023	28	24	48	17	117

CFS - Calls for Service. Any call initiated by the officer (proactive or extra patrol) or the dispatch center.

Reports - Any incident documented by the officer and assigned a case number.

Arrests - Courtesy Summons or physical arrest made by an officer.

TR-309 - Traffic collision form for a collision not investigated by BCSO. Not assigned a case number.

Door Hangers - Hang tags left by an officer for activated alarms, unsecured property etc.

TOWN ORDINANCES

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
FLEEING TO EVADE TICKET	2	2	4	10	18
FLEEING TO EVADE WARNING	0	0	0	0	0
ALCOHOL ON BEACH TICKET	0	0	0	0	0
ALCOHOL ON BEACH WARNING	0	0	0	0	0
ALCOHOL IN PUBLIC TICKET	7	9	7	0	23
ALCOHOL IN PUBLIC WARNING	0	0	0	0	0
BOAT: NEGLIGENT TICKET	0	0	0	0	0
BOAT: NEGLIGENT WARNING	0	0	0	0	0
DISCHARGE FIREARM TICKET	0	1	0	1	2
DISCHARGE FIREARM WARNING	0	0	0	0	0
LOITERING TICKET	1	5	0	5	11
LOITERING WARNING	0	0	0	0	0
BOAT: NO WAKE ZONE TICKET	0	0	0	0	0
BOAT: NO WAKE ZONE WARNING	0	0	0	0	0
DISTURBING THE PEACE TICKET	0	1	0	0	1
DIST. THE PEACE WARNING	0	0	0	2	2
VEHICLE ON BEACH TICKET	0	0	1	0	1
VEHICLE ON BEACH WARNING	0	0	0	0	0



TOWN OF HILTON HEAD ISLAND

COMMUNITY SERVICES AND PUBLIC SAFETY COMMITTEE

TO: Community Services and Public Safety Committee Members
FROM: Joshua Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager*
DATE: May 20, 2024
SUBJECT: Consideration of a Resolution Supporting Rotary's Proposal to Fundraise for a Community Center

SUMMARY:

The Community Services and Public Safety Committee is requested to review the proposal submitted on behalf of several Rotary clubs located on Hilton Head Island to partner with the Town in the development of a multi-use community center. If the Committee supports this proposal, it is requested to identify any corresponding terms or conditions associated with this proposal that it believes are appropriate for consideration in the Resolution that would be presented to the Town Council. A copy of this draft document is enclosed as Attachment 1.

BACKGROUND:

On June 28, 2023, representatives of the Rotary Club of Hilton Head ("Rotary") contacted the Town and proposed discussing a potential partnership with the Town to create a gathering place for individuals, families, and organizations to conduct social and community activities. A copy of this correspondence, along with a Case Statement for a Rotary Community Center, was previously provided to the Committee and is enclosed as Attachment 2.

On September 18, 2023, representatives from the Rotary submitted formal correspondence to the Town outlining their desire to collaborate on the creation of a multi-use community center to be located on the Mid-Island tract as a component of the adopted Mid-Island Tract Master Plan. A copy of this correspondence is enclosed as Attachment 3. Rotary's vision is to partner with the Town in creating a central community meeting place that could seat 450 people theater style, or 250 people at tables set for meals with an adjacent outdoor space that would accommodate an additional 150 people for fair-weather events. The building would also house two catering kitchens at either end of the structure and could be partitioned or divided up for multiple groups to utilize at the same time.

At its meeting on November 13, 2023, the Community Services and Public Safety Committee met and reviewed Rotary's proposal. Several questions were raised regarding

the Town Council's support for the proposed location of the community center at the Mid-Island park and whether this represented the best location for this type of facility. Additionally, several questions were raised on the proposed usage of the facility and the ability for the community center to be rented out by the public for special event functions.

Because of these questions, additional discussion on this proposal was held at the Town's Strategic Action Plan Workshop held on March 21, 2024. Members of the Town Council generally expressed support for this proposal but indicated that the details such as proper location and usage that had been raised previously would still need to be discussed further. To support these discussions, the Town has invited Mr. Bruce Siebold, Chair of the Rotary Community Center Vision Team, to attend the May 20th meeting and assist in addressing these questions.

Based upon Rotary's most recent communication (April 16, 2024), a copy of which is enclosed as Attachment 4, they are proposing to utilize a model like what the Town has used with both the Island Recreation Association and The Sandbox Children's Museum in the development of their respective facilities. This model would envision the Town paying to construct the facility and the ongoing maintenance and operating costs. Rotary would then fundraise and commit to fully furnishing, upfitting, and equipping this facility at an estimated cost of \$750,000. Rotary has indicated that if the Town desires a different partnership approach to this effort, they will still commit to raising this same amount of funding to be utilized towards this overall project. The Rotary Club of Hilton Head would be the main lead on this fundraising effort but would also reach out to the other Rotary clubs located on the Island to allow for their meaningful participation as well.

In exchange for this partnership, Rotary is asking that the Town allow the Island's various Rotary Clubs to utilize this building without charge in perpetuity as well as allowing other nonprofit groups to use this space at low to no cost. This programing would be like what is done today at the Rotary Community Center located in Bluffton.

Rotary has prepared an initial conceptual plan and corresponding furnishings, kitchen equipment, and av, lighting and technology estimates which are enclosed as Attachment 5. Additionally, because of the comparisons that have been drawn regarding the Town's prior partnership with the Sandbox Children's Museum, a copy of the Memorandum of Understanding that speaks to the development/operation of this facility is enclosed as Attachments 6.

CONCLUSION

The Rotary Club of Hilton Head has expressed its desire to work with the Town to create a multi-use community center. If the Committee is supportive of this effort, it should recommend to Town Council that it adopt a Resolution expressing its conceptual support for this partnership and authorize Staff to engage in formal discussions regarding the development of a detailed proposal for further consideration by the Town Council.

ATTACHMENTS

1. Draft Resolution Expressing Support for Rotary's Proposal to Fundraise for a Community Center
2. Correspondence from Bruce Siebold, Chair, Rotary Community Center Vision Team (June 28, 2023)
3. Correspondence from Bruce Siebold, Chair, Rotary Community Center Vision Team (September 18, 2023)
4. Correspondence from Bruce Siebold, Chair, Rotary Community Center Vision Team (April 16, 2024)
5. Conceptual Community Center Rendering and Equipment/Materials Cost Estimates
6. MOU with Sandbox Children's Museum

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

RESOLUTION NUMBER 2024-__

**A RESOLUTION BY THE TOWN OF HILTON HEAD ISLAND EXPRESSING
SUPPORT FOR A PARTNERSHIP WITH THE ROTARY CLUB OF HILTON HEAD
TO DEVELOP A COMMUNITY CENTER ON THE MID-ISLAND TRACT
PROPERTY**

WHEREAS, on November 1, 2022, the Town of Hilton Head Island formally adopted the Mid-Island Master Plan as an anchor to the redevelopment strategy identified as the Mid-Island District Plan; and

WHEREAS, one of the program components identified within the Master Plan was the creation of a multi-use community center facility; and

WHEREAS, the Rotary Club of Hilton Head has contacted the Town expressing a desire to become partners with the Town in the development and furnishing of this community center facility; and

WHEREAS, the Rotary Club of Hilton Head has indicated that if the Town is supportive of this concept, that it would lead the fundraising effort and commit to funding \$750,000 of project related costs; and

WHEREAS, the Town Council is supportive of initiating formal discussions with the Rotary Club of Hilton Head to create a detailed partnership proposal that would be presented to Town Council for its review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the Town of Hilton Head Island, in Council duly assembled, that the Mayor and Town Manager are hereby authorized to enter into discussions with the Rotary Club of Hilton Head

to establish a formal partnership proposal for further consideration by the Town Council regarding the creation and furnishing of a multi-use community center to be located on the Mid-Island Tract pursuant to the adopted program elements of the adopted Master Plan.

MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF _____, 2024.

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

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

Phyllis Deiter

From: Marc Orlando
Sent: Thursday, July 6, 2023 9:15 AM
To: Phyllis Deiter
Subject: FW: Rotary Project Proposal
Attachments: Community Center Proposal Letter June 28 2023.docx; Community Center Case Statement June 2023.docx; Rotary Community Center Floorplan 3-15-23.pdf

Phyllis,

Please print all attachments.

Thanks,



Marc Orlando

TOWN MANAGER

Office: (843) 341-4705

Mobile: (843) 384-2532

Website: hiltonheadislandsc.gov

Address: Town of Hilton Head Island

1 Town Center Court

Hilton Head Island, SC 29928

From: Bruce Siebold <brucesiebold@gmail.com>
Date: Wednesday, June 28, 2023 at 7:25 AM
To: Marc Orlando <marco@hiltonheadislandsc.gov>
Subject: Rotary Project Proposal

THIS MESSAGE ORIGINATED OUTSIDE YOUR ORGANIZATION

Marc,

Thank you so much for your patience as the Rotary Club of Hilton Head Island formulated its plans to propose a partnership with the Town of Hilton Head Island concerning the construction of a Community Center building in the new Mid-Island Tract Park. We are ready to enter into discussions with you or your representatives on this potential collaboration.

After reviewing the attachments, please feel free to contact me with questions or clarifications. I would hope to be hearing from Phyllis soon about a meeting date and time to go over this proposal.

Rotary Club of Hilton Head Island

Case Statement for a Rotary Community Center

June 2023

- Grandma is turning 80 next month and the family plans to come to Hilton Head Island from all over the country to celebrate this special family moment. Accommodations are not a problem, but where to find an affordable gathering spot for a birthday party for 40 people?
- The local Boys Scout troop is raising money to support the Eagle Scouts project of enhancing a local community park. Where is there an affordable venue for a pancake supper for 200 people?
- A group of parents is preparing back-to-school supply bags, including mandatory school uniforms for low-income students. Where is a community venue where these bags can be assembled, then distributed to deserving families?
- A local nonprofit group needs a place for 25 people to meet on a monthly basis to advance its mission but can find no affordable place that can accommodate them.
- Hilton Head Fire/Rescue is planning a safety demonstration for 250 residents and the Town doesn't have space large enough for that size group.

What do all these functions and events have in common? It's the lack of a Community Center facility that can be accessed by everyone at an affordable, even negligible, rental rate.

The Rotary Club of Hilton Head Island, with a solid track record of accomplishments to benefit the greater Hilton Head area, is pursuing a partnership arrangement with the Town of Hilton Head Island to develop a Community Center on the so-called Mid Island Tract in conjunction with the adopted Master Plan for a passive park on the former Planter's Row golf course.

To that end, Rotary has formed a committee, whose mission statement is:

To create a gathering place for individuals, families and organizations to conduct social and community activities available to all. A place where our residents and friends can participate in life's events special occasions, celebrations, meetings, educational events and other activities.

As the oldest and largest service club on the island, dating back to before Hilton Head Island was a Town, Rotary has a proven record of community-based initiatives, including:

- Providing the island with its first ambulance
- One of the original founders of the Island Recreation Center
- Providing the Deep Well Project with its own facility (debt-free), along with an endowment fund to help cover operating expenses
- Being a major donor in the capital campaign to give Memory Matters a facility in which to offer its programs.
- Providing significant funds and hands-on help to respond to the effects of Hurricane Matthew
- The creation of the Hilton Head Island Hall of Fame at the Coastal Discovery Museum

The Hilton Head Rotary Club is hopeful of arriving at a partnership concept that has been successfully used by the Bluffton Rotary Club and the Town of Bluffton for more than 20 years.

Inasmuch as the Master Plan for the Mid-Island Tract already identifies a Community Use Facility as a part of that development, Rotary proposes that together we design a win-win partnership with the Town and Rotary commits to a major fundraising effort to fully equip/furnish that facility in return for usage of the facility for Rotary meetings and events and with a usage policy that would make that facility available to all, especially to nonprofit groups.



November 7, 2023

Mr. Marc Orlando,
Town Manager
Town of Hilton Head Island
Hilton Head Island, SC 29928

Dear Mr. Orlando,

The Rotary Club of Hilton Head Island, the oldest and largest service organization in our community, would like to enter into discussions with the Town of Hilton Head Island on a collaboration to build a Community Center building on the property being developed on what is currently known as the Mid-Island Tract. In the adopted Master Plan for the Mid-Island Tract, there is a "place holder" for a structure entitled "Multi-Use Community Facility" located in the "heart of the Tract" off Dillon Road. This is the facility that Rotary would be interested in helping become a reality by contributing funding for that project.

We feel that such a building is desperately needed for use by nonprofit groups who currently have very few affordable options for meetings and special events. The need is described in the "case statement" attached to this communication to further explain our assessment.

Our Rotary Club envisions a place where indoor and adjacent outdoor activities can take place year-round at what we think will become the community's central meeting place. Our vision is for a building that can seat 450 people theater style or 250 people at tables set for meals. The adjacent covered outdoor space would accommodate an additional 150 people for fair-weather events. The large indoor space could be subdivided to provide for up to 8 separate groups using the building at the same time with movable partitions and there are two catering kitchens, one of each end of the building, for groups serving food during their functions. We feel that this is a much-needed venue for our community, especially for nonprofit groups of all types and sizes. Please see the attached concept plan for additional information and details,

Using the model the Town has used with the Island Recreation Association and The Sandbox Children's Museum in recent years, Rotary would envision the Town constructing the building in the park according to the adopted Master Plan, then Rotary would endeavor to fully furnish and equip this facility at an estimated cost of \$750,000, which our club would raise and commit to this project. If the Town desires a different partnership arrangement, Rotary would still commit to raising

that same amount toward the overall project. We would also ask that once built, the Community Center would allow Island Rotary Clubs to use that facility for weekly meetings and occasional special events without charge in perpetuity and we would hope that other nonprofit groups could use that building for low or no cost functions upon application and approval from the Town, as is done by the Town of Bluffton and its Community Center provided by the Bluffton Rotary Club about 20 years ago. While the Rotary Club of Hilton Head Island will lead the fundraising effort, we intend to include the other two Rotary Clubs on the island in this endeavor in a meaningful way.

This letter serves as a request to meet and discuss in more detail the possibility of the proposed partnership and to determine next steps. We would welcome the opportunity to discuss this proposal with Town Council members and Town staff, as well, in hopes that a partnership can be formed for the benefit of all the citizens of the island, as well as visitors and guests. If you have any other questions before we meet, please feel free to contact me at my cell phone number, (843) 368-7788, or via email at brucesiebold@gmail.com.

Thank you for considering this request and I look forward to hearing from your office soon.

Sincerely,

Bruce Siebold

Bruce A. Siebold

Chair, Rotary Community Center Vision Team

**Rotary Clubs of Hilton Head Island
(Hilton Head, Vanlandingham, Sunset)**

**Hoped For Features/Aspects of Rotary Community Center Facility
April, 2024**

Rotary Clubs would like to see the following elements in a partnership with the Town of Hilton Head Island resulting in the building of a community center:

- Rotary Clubs will raise \$750,000 to upfit/furnish the building
- Rotary would like to hold its weekly meetings there at no charge
- Rotary would like to be able to use this space for occasional special events at no charge
- Rotary believes that this facility should be made widely available to local nonprofit groups to utilize for meetings/events at little or no cost
- Rotary would like for residents to be able to access this facility for events and special occasions at a reasonable charge
- Rotary would like to have prominent recognition for our involvement and contribution in or on the building (comparable to Island Recreation Association)

Rotary Clubs are hoping the Town of Hilton Head Island would consider the following as part of the collaborative arrangement:

- Town to fund the construction costs
- Town to assume responsibility for routine maintenance on building, such as janitorial, landscaping, repairs.
- Town to cover ongoing utility expenses for building
- Town to manage the reservation system and scheduling of the building
- Town to set pricing for use of building and develop and manage contract(s) for use of building

Furnishings

Furnishings Budget

Interior:

240 – Upholstered armless stack chairs (199.00 each)	\$47,997
8- Round 30" bar ht. tables (469.00 each)	\$3,752
23- 60" round Heavy-Duty Laminate Folding Tables (1159.99 each)	\$26,657
14- 30" x 72" Heavy- Duty Laminate Folding Table (669.99 each)	\$9,379
1-Flat stacking Rectangular table truck -holds 16 tables	\$2,079
2- Mobile Table Truck for 60" round tables -holds 10 tables (3999.99 each)	\$7,999
1-Floor Lectern with 2 microphones	\$1,200
Interior Total	\$99,063

Exterior:

27- 48" Round Aluminum Dining Tables (919.00 each)	\$24,813
17- 54" Round Aluminum Dining Tables (1119.00 each)	\$19,023
210- Outdoor Armchairs (559.00 each)	\$11,739
10 – 7" Umbrellas (399.00 each)	\$3,990
10- Umbrella Bases (379.00 each)	\$3,790
Exterior Total	\$63,355

Combined Total	\$162,418
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Freight, Installation, and Flex	\$35,000
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Planning Number	\$200,000
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Kitchens

**Equipment List Catering Kitchen
Rotary Project
2023**

		Cost Range		
Large Equipment				
Ice Machine (rent)	per month	\$150	\$180	\$ -
Refrigerator		\$3,200	\$8,000	\$ 8,000.00
Heated Banquet Cabinet		\$6,000	\$9,000	\$ 9,000.00
Stainless Steel Work Tables		\$300	\$800	\$ 800.00
Convection/Microwave Oven		\$500	\$3,100	\$ 3,000.00
Cooling Racks for trays with wheels		\$150	\$500	\$ 500.00
Warming Cabinet		\$1,200	\$1,800	\$ 1,800.00
Glass Rack Cart		\$150	\$200	\$ 200.00
Induction Cooktop double		\$200	\$400	\$ 800.00
Heatng/Proofong Cabinet		\$1,700	\$2,250	\$ 2,250.00
Large Coffee Urn 40-100 Cup		\$80	\$200	\$ 400.00
Dual Well Counter Top Food Warmer		\$200	\$600	\$ 600.00
Total - Large Equipment				\$ 27,350.00
Cleaning Equipment				
Dish machine (rent)	per month'	\$160	\$200	\$ -
3 compartment sink		\$600	\$2,200	\$ 2,200.00
Food Sink		\$600	\$750	\$ 750.00
Hand sink		\$175	\$650	\$ 650.00
Small Equipment				
Heat Lamps		\$200	\$450	\$ 450.00
Total Cleaning and Small Equipment				\$ 4,050.00

Kitchens

Per Kitchen Equipment Total	\$ 31,400.00
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Planning Number - 2 Kitchens - Equipment	\$75,000
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Kitchen Cabinets

Cabinets	\$24,000
Countertops	\$ 4,750.00
Hardware	\$ 600.00
Installation	\$ 6,206.00

Total - Per Kitchen - cabinets and countertops installed	\$35,556
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Planning Number - 2 Kitchens - Cabinets and Countertops	\$80,000
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Planning Number - Kitchens	\$200,000
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AV and Lighting Control

AV and Lighting Control Budget

Elements

- 1 Central control of AV and lighting components from tablet as well as wall-mounted panels in each area.
- 2 Large Projection System for meetings when the entire or majority of room is used (2 screens and projectors)
- 3 4 Large Screen Panels on carts for breakout rooms
- 4 Distributed sound in zones that can be played individually or in combination (Interior and Exterior).
- 5 Mounted displays in foyer for information and entertainment
- 6 Two ceiling mounted, remoted controlled cameras for presentation and videoconferencing purposes.
- 7 High speed wireless network with support inside and outside
- 8 Audio system capable of supporting meetings and events, but not intended for DJ or musical performances.
- 9 Wired feeds from each zone for video and audio.
- 10 Installation

Budget Number - as detailed - \$210,000

Planning Number for AV and Lighting Control - \$250,000

Other Elements

For Consideration

- 1 Exterior Signage - Rotary Community Center
- 2 Interior Signage - Recognition, Rotary Impact, Milestones
- 3 Artwork
- 4 Safety Equipment - AEDs

C48-2016

STATE OF SOUTH CAROLINA	)	
	)	MEMORANDUM OF
COUNTY OF BEAUFORT	)	UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into by and between The Sandbox: A Hilton Head Area Children's Museum, Inc. ("Sandbox"), and the Town of Hilton Head Island, South Carolina ("Town"), and shall be effective upon its execution by both parties hereto.

WHEREAS, the Sandbox is an interactive children's museum serving the residents of and visitors to Hilton Head Island and the greater South Carolina lowcountry area; and

WHEREAS, the Sandbox currently operates a children's museum within the Town, and seeks to further its cooperative efforts with and for the Town; and

WHEREAS, the Town is a municipality whose residents and visitors attend educational and related services provided by the Sandbox, and desires to build upon those efforts for the benefit of the Town, its residents and visitors; and

WHEREAS, the Town and the Sandbox desire for the Sandbox to operate a children's museum in the Town of Hilton Head Island intending to provide, among other things, children's empowerment through play, leap into learning, imagination hour, and other children's education programs benefitting the parties hereto; and

WHEREAS, this Agreement is entered into by and between the Town and the Sandbox for the purpose of providing assurances to each other so that each may proceed with actions furthering the agreements and understandings as contemplated in this Agreement; and

WHEREAS, it is anticipated that an additional agreement or agreements may be necessary to further clarify and memorialize the details with respect to the future development and operation of a children's museum in the Town of Hilton Head Island, and the parties hereto will clarify and memorialize such details as it may become necessary.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, including

economic and other benefits inuring to both the Town and the Sandbox as a result of this Agreement with regard to the future development and operation of a children's museum by the Sandbox, the receipt and sufficiency of such consideration being hereby mutually acknowledged, the Town and the Sandbox hereby agree as follows:

I. RECITALS

- A. The above WHEREAS clauses are hereby incorporated into this Agreement as if fully set forth herein.
- B. All exhibits attached hereto and/or referred to in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

II. EFFORTS TO DATE

- A. A conceptual plan has been developed and is attached hereto as Exhibit "A". The Town and the Sandbox acknowledge that this plan may be refined, but shall remain at all times in substantial conformance with the attached Exhibit "A".
- B. The Town has received approval of Public Project Review in accordance with the Town's Land Management Ordinance.

III. OBLIGATIONS OF THE TOWN

- A. Subject to Article IV(A) below, the Town shall be responsible for the design and permitting of a shell structure and associated outdoor patio space for a children's museum ("Structure") approximately 4,000 square feet, all clearing of the property, construction of the Structure, parking and infrastructure improvements, and landscaping for the site.
- B. The Town shall lease to the Sandbox the Structure necessary to operate said children's museum. The Town shall execute and deliver to the Sandbox a Lease Agreement in substantial conformance with the attached Exhibit "B".
- C. The Town shall commit to providing funding towards the cost of design, permitting, clearing, and construction of the Structure, as well as any

parking, landscaping, etc. required surrounding the Structure, within the parameters of the approved budget.

- D. The Town shall use its best efforts to cooperate with the Sandbox in effectuating the terms of this Agreement.

IV. OBLIGATIONS OF THE SANDBOX

- A. The Sandbox shall provide funds (“Sandbox Funds”) needed to improve the Structure and surrounding property for occupancy by a children’s museum (including payment of any Town and/or County Impact Fees), in an amount to be determined by mutual agreement of the parties hereto but in any event not less than One Hundred Fifty Thousand Dollars (\$150,000.00). The parties acknowledge and agree that the Town shall have no obligation to proceed with design, construction or permitting of the Structure, or providing funding for the same, until the Sandbox provides written documentation and adequate assurances (in the Town’s sole discretion) to the Town evidencing that (1) the Sandbox has deposited, into a separate account with a financial institution, at least fifty percent (50%) of the Sandbox Funds agreed upon by the parties, (2) the deposited funds are ready for immediate use, and (3) access to the deposited funds is restricted in such manner as to be used for no other purpose than performing improvements to the Structure and surrounding property for occupancy by a children’s museum in accordance with this Article IV(A). The parties acknowledge and agree that the Sandbox may not be able to complete all interior improvements of the Structure until sufficient funding is in hand.
- B. The Sandbox shall be responsible for final design and permitting of the improvements necessary for occupancy of the Structure and associated property by a children’s museum.
- C. The Sandbox shall cause the construction, installation, and implementation of the improvements within the Structure.

- D. The Sandbox shall execute and deliver to the Town a lease agreement in substantial conformance with the attached Exhibit "B". Further, the Sandbox shall operate and maintain all facilities constructed by the Town for a children's museum to a standard consistent with the mission and/or purpose of the Sandbox.
- E. The Sandbox shall use its best efforts to cooperate with the Town in effectuating the terms of this Agreement.

V. GENERAL

- A. Amendment, Changes and Modifications. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the written consent of both parties hereto.
- B. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- C. Assignability. This Agreement may not be assigned by either party without the express written consent of both parties.
- D. Construction. The parties agree that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- E. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.
- F. 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.
- G. Further Assurances and Corrective Documents. The parties hereto 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 hereto.

- H. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right as it may have hereunder.
- I. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, or if by mail, on the fifth (5th) business day after deposit thereof in the United States Mail, postage pre-paid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals, or communications shall be addressed:

to the Town at:

Stephen G. Riley, ICMA-CM
Town Manager, Town of Hilton Head Island
One Town Center Court
Hilton Head Island, South Carolina 29928

With a copy to:

Gregory M. Alford, Esquire
Alford & Thoreson, LLC
P.O. Drawer 8008
Hilton Head Island, South Carolina 29938

and to Sandbox at:

The Sandbox BOARD
184 Pope Ave
Hilton Head SC 29928

With a copy to:

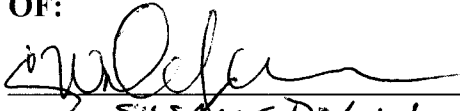
- J. Recording. The parties hereto may not record this Agreement in the Office of the Register of Deeds for Beaufort County, South Carolina.
- K. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Termination If either the Town or the Sandbox is unable to raise its portion of the necessary funds, or otherwise fulfill its obligations under or pursuant to this Agreement within two (2) years of the execution of this Agreement, then this Agreement shall automatically be terminated and any Lease executed between the parties pursuant to this Agreement shall be void.
- M. This Agreement reflects the intent of the parties to proceed in good faith to execute definitive written agreements and/or take further action(s) with respect to the terms and conditions contained herein. Notwithstanding anything herein to the contrary, (i) if the Town determines that it is not feasible to proceed with the improvements detailed herein or any matters in connection therewith, the Town shall have no liability under this Agreement; and (ii) if the Sandbox determines that it is not feasible to proceed with the improvements detailed herein or any matters in connection therewith, the Sandbox shall have no liability under this Agreement.

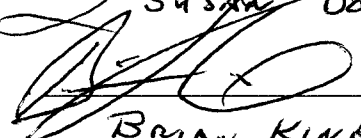
(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Sandbox has caused this Agreement to be signed and

sealed this 19th day of September, 20 16.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:



SUSAN DOLAN


BRIAN KINARD

THE SANDBOX: A HILTON HEAD
AREA CHILDREN'S MUSEUM, INC.

By: 

Keri Olivetti
President, Board of Directors

Attest: 

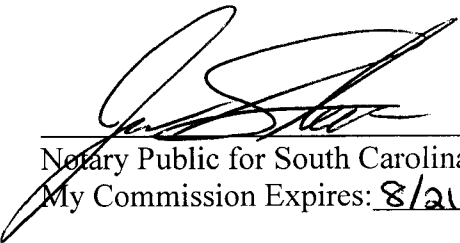
Print Name: JAMES J. GANT

STATE OF SOUTH CAROLINA)
)
COUNTY OF Beaufort)

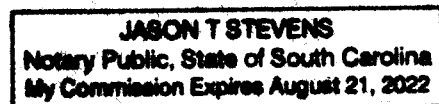
ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Keri Olivetti and
James J Gant personally appeared before me this day and
acknowledged the due execution of the foregoing instrument on behalf of the Sandbox:
A Hilton Head Area Children's Museum, Inc.

Witness my hand and seal this 19th day of September, 20 16.



Notary Public for South Carolina
My Commission Expires: 8/21/2022



IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and

sealed this 20th day of SEPTEMBER, 20 16.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:

B. H. Halberstam

Victoria L. Gersenschniat

TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: David Bennett
David Bennett, Mayor

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

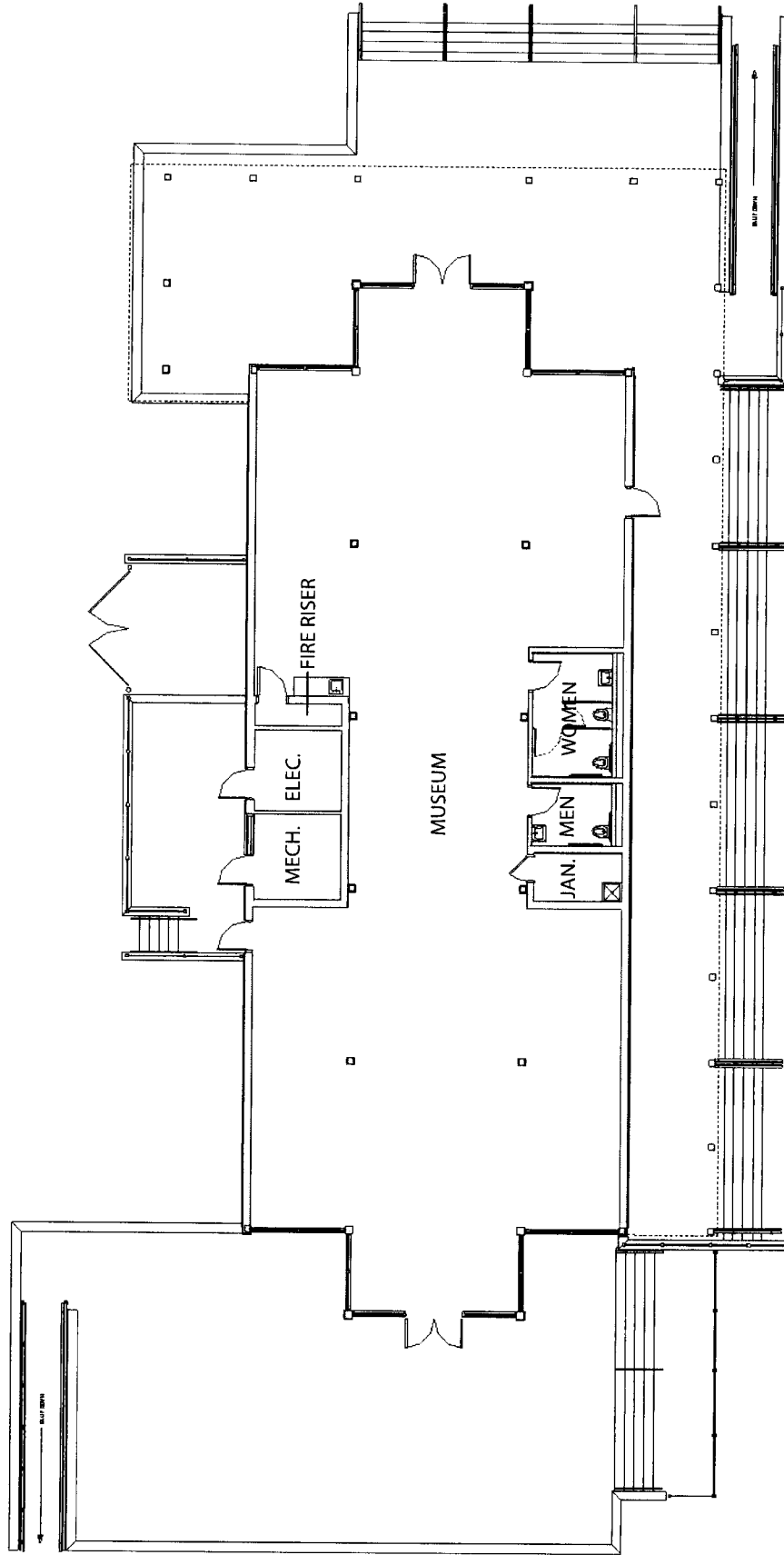
ACKNOWLEDGEMENT

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

Witness my hand and seal this 20th day of SEPTEMBER, 20 16.

Victoria L. Gersenschniat
Notary Public for South Carolina
My Commission Expires: OCTOBER 12, 2017

EXHIBIT “A” TO MEMORANDUM OF UNDERSTANDING



SANDBOX CHILDREN'S MUSEUM SHOWING BUILDOUT WITH ANTICIPATED PLUMBING FIXTURES
 COLIGNY PARK
 19 MAY 2016

EXHIBIT “B” TO MEMORANDUM OF UNDERSTANDING

LEASE OF
REAL PROPERTY AND IMPROVEMENTS THEREON
BY AND BETWEEN
THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA,
AND
THE SANDBOX: A HILTON HEAD AREA CHILDREN'S MUSEUM, INC.

DATED THIS _____ DAY OF _____, 20_____

STATE OF SOUTH CAROLINA

)

LEASE

)

COUNTY OF BEAUFORT

)

This Lease Agreement (hereinafter, the "Lease"), is made and entered into on this ____ day of _____, 20____, between the Town of Hilton Head Island, South Carolina (hereinafter, "Lessor"), and The Sandbox: A Hilton Head Area Children's Museum, Inc. (hereinafter, "Lessee").

For and in consideration of the Rent to be paid by the Lessee hereunder, and the full and faithful performance of the following terms and conditions, the Lessor and the Lessee (hereinafter collectively referred to as the "Parties"), hereto mutually understand and agree as follows:

1. LEASED PREMISES:

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, that certain building designated as A1, and associated outdoor patio space, on the attached Exhibit "A", located on Hilton Head Island, South Carolina (hereinafter, the "Building" or "Leased Premises").

2. LEASE TERM:

(a) Initial Term. Lessee shall have and hold the Leased Premises for a term (hereinafter, the "Initial Lease Term") beginning on the ____ day of _____, 20____ (hereinafter, the "Commencement Date"), and ending at midnight on the ____ day of _____, 20____ (hereinafter, the "Initial Expiration Date").

(b) Renewal Terms. This Lease will automatically be renewed for successive renewal terms of five (5) years each, unless either party sends to the other a written notice evidencing that party's intent to terminate this Lease at least one hundred eighty (180) days prior to the end of the Lease term then in effect. The Initial Term and any Renewal Terms shall collectively be called the "Lease Term".

(c) Lessee's entry into, and taking possession of, the Leased Premises shall constitute as of the beginning of the Initial Lease Term. At the time of execution of this Lease or at any time thereafter, the Lessor shall be under no duty to make alterations or repairs to the Leased Premises that are not expressly set forth in this Lease.

(d) If the Lessor is unable to deliver possession of the Leased Premises upon the Commencement Date, then neither the Lessor nor its agents shall be liable for any damages caused to the Lessee by reason of the delay, nor shall this Lease become void or voidable; however, except as otherwise expressly provided, Lessee shall not be liable for the payment of Rent until the Lessor delivers possession of the Leased Premises.

(e) If the Lessee shall be in possession of the Leased Premises after the Lease Term has expired (hereinafter, the "Holdover Period"), and in the absence of any written agreement extending the Lease Term hereof, or the Lessor's demand to the Lessee to sooner vacate the Leased Premises, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days' prior written notice. Such tenancy shall be subject to all other conditions, provisions and obligations of this Lease.

3. RENT:

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

4. USE AND COMPLIANCE:

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

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

(c) SPECIFIC PROVISIONS RELATED TO THIS LEASE: In addition to other obligations set forth in this Lease, the parties agree as follows:

(i) Lessee may utilize approximately thirty-five (+/- 35) parking spaces in the parking lot adjacent to the Building. Such use shall not be exclusive to Lessee, and the parking spaces may be reserved by Lessor or other appropriate parties during special events or similar times as lawfully requested and approved.

(ii) Lessee may utilize the dumpster adjacent to the Building. Such use shall not be exclusive to Lessee, and the dumpster may be used by Lessor during special events or similar times as needed. Further, any use by Lessor does not obligate Lessor to provide special or additional dumpster collection.

(iii) Lessee may exclusively utilize the private play area adjacent to the Building; however, emergency exits will be provided and lead from this area to the adjacent park area.

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

(a) REPAIRS TO LEASED PREMISES: Lessee shall keep and maintain the Leased Premises in good order, condition, and repair (including any replacement and restoration as is required for that purpose), and every part thereof and any and all appurtenances thereto wherever located, including, without limitation: the foundation, exterior walls, and roof of the building in which the Leased Premises are located, and the structural portions of the Leased Premises; the exterior and interior portion of all doors and plate glass; all plumbing and sewage facilities with the Leased Premises, including the free

flow of and to the main sewer line; fixtures; heating and air-conditioning and electrical systems premises serving the Leased Premises exclusively; sprinkler systems; wall, floor, and ceilings applicable to the Leased Premises; and all installations made by the Lessee under the terms of this Lease and any Exhibits thereto, as herein provided. The Lessee shall not make any alteration of, or addition or improvement to, the Leased Premises without securing the Lessor's prior written consent. Any and all roof penetrations must first be approved by and coordinated through the Lessor, in order not to void any warranties on the roof coverings. The Lessee shall save the Lessor harmless on account of claims for mechanics or materialmen's liens, or any other lien, in connection with any work performed by the Lessee, and any such liens shall exist only against the Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days of filing and service of thereof. The Lessee shall keep and maintain the Leased Premises in accordance with all directions, rules, and regulations of the proper officials of any government or other agency having jurisdiction over the Building, at the sole cost and expense of the Lessee, and the Lessee shall comply with all requirements of law, statute, ordinance, covenants, restrictions or otherwise, governing the use of the Leased Premises and all appurtenances thereto. The Lessor shall have the right, but not the obligation, to enter the Leased Premises to repair, replace, maintain or restore, at Lessee's expense, any items which the Lessee is responsible for maintaining, repairing, restoring, or replacing under this Article 6 and for which Lessee has failed to perform hereunder. The Lessee shall reimburse the Lessor within thirty (30) days from the written demand by the Lessor for any cost or expense plus an administrative fee not to exceed eighteen (18%) percent of such cost of expense.

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

6. LESSOR REPRESENTATIONS:

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

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

7. SURRENDER OF LEASED PREMISES:

On or before the Expiration Date, or upon earlier termination of its interest in the Leased Premises as provided herein, the Lessee shall peaceably surrender possession of the Leased Premises to the Lessor with all improvements located therein, in good repair and in the same condition in which delivered to the Lessee, ordinary wear and tear excepted, and the Lessee shall deliver to the Lessor all keys to the Leased Premises. Regardless of the foregoing, at any time prior to the expiration of the Lease Term, the Lessee may, at its cost and expense, remove in a careful manner any trade fixtures, furniture, and personal property placed within the Leased Premises by the Lessee during the Lease Term, and prior to such expiration shall repair any damage caused to the Leased Premises by such removal. All items not

so removed shall, at the Lessor's option, be deemed to have been abandoned by the Lessee and may be destroyed or otherwise disposed of by the Lessor without notice to the Lessee, and without any obligation to account for such items, or liability to the Lessee therefore. The provisions of this Article of the Lease shall survive the expiration or termination of this Lease.

8. LESSOR'S RIGHT OF ENTRY:

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

9. UTILITIES:

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

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

10. SIGNS:

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

11. CONTROL OF THE LEASED PREMISES:

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

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

12. DAMAGE OR DESTRUCTION OF THE LEASED PREMISES:

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

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

13. EMINENT DOMAIN:

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

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

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

14. SUBLETTING PROHIBITED:

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

15. DEFAULT OF LESSEE:

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

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

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

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

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

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

16. DEFAULT OF THE LESSOR:

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

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

17. RIGHTS OF THE PARTIES ON DEFAULT:

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

(b) ATTORNEY'S FEES AND COSTS: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of a dispute, breach, default, or misrepresentation in connection with all or any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such legal action

or other proceeding, whether incurred before the institution of a suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which prevailing party may be entitled.

18. INTERPRETATION:

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

19. NO WAIVER:

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

20. MECHANIC'S LIENS OR OTHER LIENS:

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

21. ESTOPPEL CERTIFICATES:

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

22. WAIVER OF JURY TRIAL:

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

23. HAZARDOUS MATERIALS:

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

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

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

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

24. INSURANCE:

(a) REQUIRED PROPERTY INSURANCE: During the Initial Term and any Renewal Term hereof, Lessee shall keep the building designated as A1 on the attached Exhibit "A" and any other buildings within the Leased Premises insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program) and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Lessee shall not be required to maintain such insurance on structures such as docks, benches, and picnic sheds, which may be used by the public. In the event of a casualty loss, insurance

proceeds may be used for construction of a building or buildings that is/are not the same in architectural style, character, or location except as otherwise required herein. Lessor shall be named as an additional insured on this/these policy(ies).

(b) **REQUIRED LIABILITY INSURANCE:** During the Initial Term and any Renewal Term hereof, Lessee shall maintain in full force a comprehensive general public liability insurance with minimum bodily injury, death and property damage limits, per occurrence, of Five Million Dollars (\$5,000,000.00) insuring against any and all liability of Lessee and/or its employees, agents, guests, licensees or invitees with respect to their occupancy and use of the Leased Premises and all of the improvements, structures, buildings, and contents thereon and therein, or arising out of the maintenance, use or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy(ies) shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions set forth in this Lease.

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

(d) **FAILURE OF LESSEE TO OBTAIN INSURANCE:** In the event that Lessee fails to procure and/or maintain any insurance required by this Article 24, or fails to carry insurance required by law or governmental regulations, Lessor may, but is not obligated to, at any time from time to time without notice, procure such insurance and pay the premiums therefor, in which event Lessee shall repay the Lessor all sums so paid by Lessor, together with interest thereon, and any incidental costs or expenses incurred by Lessor in connection therewith, within ten (10) days following Lessor's written demand to Lessee for such payment.

(e) **INDEMNIFICATION AND HOLD HARMLESS:** Lessee shall indemnify and hold Lessor harmless from any claims for loss, damage or liability, including attorney's fees and costs incurred by Lessor in responding to or defending any claim, arising out of or on account of any injury, death or damage to any person, or to the Leased Premises of any person, arising from or in any manner relating to

the use of the Leased Premises by Lessee, or arising from any act or omission of Lessee with respect to the exercise of any of Lessee's rights hereunder; provided, however, that Lessee shall not indemnify Lessor for the Lessor's sole negligence and willful misconduct.

25. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

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

To the Lessee: THE SANDBOX: A HILTON HEAD AREA CHILDREN'S MUSEUM, INC.

With Copy to: _____

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

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

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, The Town of Hilton Head Island, South Carolina and The Sandbox:
A Hilton Head Area Children's Museum, Inc. have, or have caused their duly authorized officers and
representatives to, execute this Lease as of the date and year first above written.

WITNESSES:

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

By: _____
David Bennett, Mayor

Attest: _____
Stephen G. Riley, ICMA-CM, Town Manager

**THE SANDBOX: A HILTON HEAD AREA
CHILDREN'S MUSEUM, INC.**

By: _____

Its: _____



SITE KEY LEGEND:	
ARCHITECTURE:	
A1	MUSEUM BUILDING
A2	CONCERT PAVILION
A3	RESTROOM / DROP OFF BUILDING
A4	LOOKOUT PAVILION
SITE WORK PAVIMENT:	
S1	CONCRETE WALKWAY (interior and exterior)
S2	CONCRETE WALKWAY (interior and exterior)
S3	CONCRETE WALKWAY (interior and exterior)
S4	CONCRETE WALKWAY (interior and exterior)
S5	CONCRETE WALKWAY (interior and exterior)
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S7	CONCRETE WALKWAY (interior and exterior)
S8	CONCRETE WALKWAY (interior and exterior)
S9	CONCRETE WALKWAY (interior and exterior)
S10	CONCRETE WALKWAY (interior and exterior)
SITE FEATURES:	
R1	CONCRETE WALKWAY (interior and exterior)
R2	CONCRETE WALKWAY (interior and exterior)
R3	CONCRETE WALKWAY (interior and exterior)
R4	CONCRETE WALKWAY (interior and exterior)
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R60	CONCRETE WALKWAY (interior and exterior)

COLIGNY PARK OVERALL SCHEMATIC PARK PLAN PREPARED FOR: TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA DATE: 09-9-15

PLANNING AND LANDSCAPE ARCHITECTURE BY:

Wood Partners Inc. **WPI**

LANDSCAPE ARCHITECTS

LAND PLANNERS

1000 W. 10th St. Suite 100
 Charleston, SC 29401
 803.799.1000
 www.woodpartners.com