



Town of Hilton Head Island

Town Council Meeting

Tuesday, May 21, 2024, 3:00 PM

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

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

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Invocation – Pastor June Wilkins, Christ Lutheran Church**
- 4. Adoption of the Agenda**
- 5. Approval of the Minutes**
 - a. Regular Meeting Minutes of May 7, 2024
- 6. Presentations and Recognitions**
 - a. Report of the Town Manager
 - b. Hilton Head Island Destination Marketing Organization (DMO) Quarterly Report - Andrew Davis, Director of Marketing and Communication
 - c. Proclamation Recognizing ALS Awareness Month - Mayor Perry
- 7. Reports from Members of Town Council**
 - a. General Reports from Town Council
 - b. Report of the Lowcountry Area Transportation Study – Glenn Stanford
 - c. Report of the Lowcountry Council of Governments – Tammy Becker
 - d. Report of the Beaufort County Airports Board – David Ames
 - e. Report of the Southern Lowcountry Regional Board – Glenn Stanford

- f. Report of the Island Recreation Association Board – Alex Brown
 - g. Report of the Community Services and Public Safety Committee – Tammy Becker
 - h. Report of the Public Planning Committee – David Ames
 - i. Report of the Finance and Administrative Committee – Alex Brown
- 8. 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 12:00 PM the day of the meeting.
- 9. Unfinished Business**
- a. Consideration of an Ordinance to Amend Title 8, Chapter 3, of the Town of Hilton Head Island Code of Ordinances, to add Section 8-3-114 titled Abandoned Watercraft - Second and Final Reading - Josh Gruber, Deputy Town Manager
- 10. New Business**
- a. 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 - First Reading - Josh Gruber, Deputy Town Manager
 - b. Consideration of an Ordinance of the Town of Hilton Head Island Authorizing the Execution and Delivery of a Purchase and Sale Agreement for a Portion of Property Owned by the Town of Hilton Head Island and Beaufort County Identified as TMS No. R510 005 000 0329 0000 Located on Beach City Road - First Reading - Josh Gruber, Deputy Town Manager
 - c. Consideration of a Resolution to Adopt a Master Plan for Chaplin Community Park - Shawn Colin, Assistant Town Manager
 - d. Consideration of a Resolution to Adopt a Master Plan for Crossings Park - Shawn Colin, Assistant Town Manager
- 11. Executive Session**
- a. Discussion and Negotiations Incident to Proposed Contractual Arrangements for the Northpoint Public-Private Partnership Workforce Housing Project [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)]
 - b. Discussion of Negotiations Incident to Proposed Contractual Arrangements and Discussions for the Proposed Sale or Purchase of Property (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 [a]) related to:
 - 1. Pembroke Drive Area
 - 2. Muddy Creek Area

3. Pope Avenue Area

c. Discussion of Legal Advice from the Town Attorney on Matters Covered Under the Attorney-Client Privilege (Pursuant to the South Carolina Freedom of Information Act Section 30-4-70 [a]) Related to:

1. Proposed Revisions to Sections 2-5-15, 2-5-50, 2-5-70, and 2-5-80 of the Hilton Head Island Municipal Code Related to Public Comment and Rules of Decorum

2. Proposed Revisions to Sections 2-3-40 and 2-5-60 of the Hilton Head Island Municipal Code Related to Powers and Duties of the Mayor and Committees of Council

12. Action from Executive Session

13. Adjournment

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

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

Municipal Association of South Carolina (MASC) Civility Pledge:

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



Town of Hilton Head Island TOWN COUNCIL MEETING Tuesday, May 7, 2024, 3:00 PM Minutes

Call to Order

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

Council Members present: Alan Perry, Mayor, David Ames, Ward 3, Mayor Pro-Tempore; Patsy Brison, Ward 2; Alex Brown, Ward 1; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Glenn Stanford, Ward 6

Pastor Louis Johnson, Central Oak Grove Baptist Church, delivered the invocation.

Adoption of the Agenda

Mr. Orlando requested to remove Item 6.c. from the agenda as Mr. Rembold could not be present due to a scheduling conflict. He stated it will be rescheduled for a future meeting.

Mr. Ames moved to approve the agenda with the removal of Item 6.c. Mr. Alfred seconded. Motion carried 7-0.

Approval of the Minutes

Regular Meeting Minutes of March 19, 2024

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

Regular Meeting Minutes of April 2, 2024

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

Workshop Meeting Minutes of April 9, 2024

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

Special Meeting Minutes of April 29, 2024

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

Report of the Town Manager

On April 12th, Fire Rescue's Urban Search and Rescue Team South Carolina Task Force-4 (SCTF-4) achieved Certification as a NIMS Compliant Type IV US&R Team from the Emergency Management Accreditation Program. This is a monumental achievement for the team and its members. SCTF-4 is the first Type IV team and one of only seven teams certified at any level in the country.

The Department of Emergency Management has requested assistance from South Carolina for the flooding that is taking place. Fire Rescue Lieutenant Aaron Aumick is currently deployed to Bryan, Texas as a member of Type One Swift Water Rescue Team assisting Task Force One. As of today, there are still hundreds of people needing rescue.

On April 24th, Fire Rescue participated in the Hilton Head High School Career Day. Fire Rescue had 2 rooms, one for Dispatch and other for Fire/EMS. Both rooms generated great turnout and participation.

Mr. Orlando read an email from Chief Blankenship detailing the assistance the Fire Rescue EMS team provided to a volunteer at the RBC Heritage. He expressed his appreciation to the team for their quick response and efforts.

Construction of the ghost structures has begun at Historic Mitchelville Freedom Park which are authentic historical replicas in the shape of metal outlines. This project was possible by funding from the South Carolina State Private Lenders and other partners including the Town of Hilton Head Island.

Bike Month Proclamation - Mayor Perry

Fank Babel and various members of the biking organizations were present to accept the proclamation,

General Reports from Town Council

Mayor Perry stated that while the RBC Heritage was a great success it was marred with the passing of our former Mayor Tom Peebles. Mayor Peebles was a great gentleman and steward of our community. Mayor Perry asked that everyone keep the family in their prayers.

Mr. Brown invited the public to attend a ribbon cutting scheduled for May 22 at the Squire Pope Rowing and Sailing Center for an unveiling of an installation regarding a piece of the Town's history.

Ms. Becker expressed appreciation to Fire Rescue for the assistance being provided to Texas. In addition, she made a request to schedule the future William Hilton Parkway Gateway Corridor IRAC meetings to take place at 5:00 p.m. or later to allow folks from the community to attend. Ms. Becker stated her feelings that discussions concerning William Hilton Parkway Corridor take place in open session.

Report of the Lowcountry Area Transportation Study - Glenn Stanford

No report.

Report of the Lowcountry Council of Governments - Tammy Becker

No report.

Report of the Beaufort County Airports Board - David Ames

No report.

Report of the Southern Lowcountry Regional Board - Glenn Stanford

No report.

Report of the Island Recreation Board - Alex Brown

No report.

Report of the Community Services and Public Safety Committee - Tammy Becker

Ms. Becker reported the Committee met on April 8 to review proposed resolutions regarding adoption of a beach parking fee schedule and adoption of an environmentally friendly landscaping and ground maintenance practices/integrated pest management policy. She stated there was no recommendation to move these items forward to Town Council by the Committee and the items will be considered at a future meeting.

Report of the Public Planning Committee - David Ames

No report.

Report of the Finance and Administrative Committee - Alex Brown

Mr. Brown reported the Committee met on April 9 and received a financial update from Staff and reviewed an agency request for funding from memory Matters in the amount of \$50,000. He explained the Committee did not choose to move the item forward to Council but did suggest staff work closely with Memory Matters as they have indicated they would like to find a new location On Hilton Head Island. Mr. Brown added the Committee also received a report from the DMO for the Town and recommended moving the proposed budget forward to the full Town Council for consideration to include it in the budget.

Public Hearing

Public Hearing and First Reading of a Proposed Ordinance Adopting the Consolidated Municipal Budget for the Town of Hilton Head Island for Fiscal Year 2025 Ending June 30, 2025 - Marc Orlando, Town Manager

Town Manager Marc Orlando delivered a presentation to Town Council providing an overview of the proposed Fiscal Year 2025 Consolidated Budget of \$166.9 million that maintains low millage rates for Hilton Head Island. He reviewed projected revenue along with details of expenditures and fundings sources for such. Mr. Orlando stated the budget addresses Town Council's priorities such as growth management, workforce housing, infrastructure improvements, economic development, resiliency, recreation, and public safety. He noted the May 14 and May 16 workshops will address all funds within the budget.

Below is a summary of the items covered during the presentation:

"The Town of Hilton Head Island has benefited from economic strength and revenue growth, bolstering our public services. Our position allows us to present a consolidated budget that supports our Strategic Action Plan and focuses our resources on community priorities and customer service," said Town Manager Marc Orlando.

State law requires all municipalities to adopt an annual budget before July 1 of each year. The Town's \$166.9 million proposed consolidated budget is comprised of six funds:

- General Fund - \$60.9 million
- Capital Projects Fund - \$74.3 million
- Stormwater Utility Fund - \$7.5 million
- Debt Service Fund - \$16.7 million
- Housing Fund - \$4 million
- Gullah Geechee Historic Neighborhoods Community Development Corporation Fund - \$3.4 million

Despite the absence of a tax increase, the proposed budget is \$20 million more than the current FY2024 budget of \$146.9 million. "This larger budget reflects our investments in our prioritized capital improvement projects island wide, including beach renourishment, the expansion of our parks network, ongoing support for workforce housing initiatives, and preservation efforts aimed at safeguarding Hilton Head Island's natural environment," Orlando said.

Residents and stakeholders will benefit from enhanced services in the coming fiscal year while enjoying a low tax rate. "This focused budget allows the Town to be innovative as we implement our priorities and make impactful investments in our staff and community infrastructure including our beach, parks, roads, housing, public safety and other services that benefit our residents, businesses, and visitors," said Mayor Alan Perry.

The proposed budget:

- Maintains the current property tax millage rate of 21.4 mills.
- Provides a targeted investment of \$74.3 million for the Town's comprehensive Capital Improvement Program (CIP):
 - Beach Program including beach renourishment - \$21.6 million
 - Park Program - \$19.8 million
 - Roadway Program - \$10.3 million
 - Pathway Program - \$5.5 million
 - Facility and Equipment Program - \$8.4 million
 - Fleet Program - \$7.3 million
 - Land Acquisition and Administration - \$250,000
- Supports Fire Rescue operations, including professional development and Townwide fleet management, repairs, and maintenance.
- Supports the Short-term Rental Program, Town community code compliance, beach operations and public safety operations.
- Includes no new full-time or part-time positions and eliminates four positions.

- Includes a merit increase of up to 4% as part of a benefit package for Town employees.
- Funds the hiring of seasonal staff supporting beach operations, maintenance, the short-term rental permit program, and internships.
- Provides continued funding for workforce housing and land acquisition priorities.
- Provides continued funding for the Sewer Connection and Home Safety and Repair Programs.
- Allocates \$2.55 million in funds for the following affiliated agencies:
 - Island Recreation Association - \$1.167 million
 - Heritage Classic Foundation - \$400,000
 - Lowcountry Rural Transportation Authority (Palmetto Breeze) - \$253,595
 - University of South Carolina Beaufort Event Management / Ambassadors - \$235,000
 - 14th Circuit Solicitor - \$168,500
 - Coastal Discovery Museum - \$107,700
 - Historic Mitchelville's Executive Director - \$105,000
 - Beaufort County Economic Development Corporation - \$40,000
 - Sea Turtle Patrol HHI - \$73,480
- Supports the Hilton Head Island Jam 2024 Songwriters Festival, holiday celebrations and Town events.

At 4:30 p.m. Mayor Perry opened the public hearing and asked if anyone would like to address Council regarding the budget.

Skip Hoagland addressed Council regarding his opposition to the Hilton Head Island-Bluffton Chamber of Commerce as the Designated Marketing Organization (DMO) for the Town and the audit process.

Mayor Perry asked if there were any other citizens that would like to address Council regarding the budget. There being none, Mayor Perry Closed the Public Hearing at 4:32 p.m.

Mr. Ames moved to approve the first reading of the 2025 Consolidated Budget with the following additions:

Section 5 – Transfer of Funds will be modified to clarify the maximum amount that can be transferred without Council approval. Mr. Stanford seconded.

Ms. Brison stated her appreciation that there was no property tax or millage increase and the reduction in debt.

Ms. Brison moved to amend the motion to remove the 15% increase in Town Council salary. She explained she is fine with combining the salary and stipend to

reduce the administrative burden on staff, but she does not feel comfortable with the increase in Council salary. **Motion failed due to lack of a second.**

Ms. Brison moved to reduce the 15% increase to 3% which is around the cost of living.

Mr. Brown asked for clarification regarding these types of changes being discussed and addressed at the scheduled workshops regarding the budget. Mayor Perry called on Mr. Orlando to respond. Mr. Orlando stated that these types of things could be discussed during the workshop and with the guidance of the Town Attorney they can address what is captured at the workshops in the subsequent reading(s) of the proposed ordinance.

Mr. Alfred seconded the motion. Motion failed 2-5 (Brown, Ames, Perry, Becker, Stanford opposed).

Ms. Becker moved to remove Section 6 from the proposed ordinance. She explained she felt there is no way of being sure that all affiliated agencies meet the criteria of the section. **Motion failed due to lack of a second.**

Mr. Stanford noted this is a record budget for the Town, noting the breakdown in expenditures and the benefits to Town as a result of the budget. He applauded the Town Manager and staff for coming up with a budget with no additional debt.

Mr. Brown noted the majority of the increase in the budget is in the Capital Improvement Program which includes beach renourishment. He pointed out there are no property tax dollars in the increase for Capital Improvement. Mr. Brown expressed his appreciation that there is no tax increase or increase in millage with setting aside funds for disaster relief and maintaining more than the ceiling amount in our funds. He applauded investing back into the community. He asked that the proposed stormwater agreements be the same as others and inquired as to where they are located. He suggested that if after the workshops the concerns with Section 5 cannot be resolved, it could be removed from the budget and deal with at the Finance and Administrative Committee level to make a recommendation to Town Council.

Mr. Ames was asked to clarify and restate his original motion.

Mr. Ames moved to approve the first reading of the 2025 Consolidated Budget with the following additions:

Section 5 – Transfer of Funds will be modified to clarify the maximum amount that can be transferred without Council approval and the Town Manager will provide the amount prior to second reading of the ordinance. The seconder, Mr. Stanford agreed with the clarification. Motion carried 5-2 (Brison, Becker opposed).

Ms. Becker explained she could not vote to approve due to her objection to the language in Section 6.

Unfinished Business

Consideration of an Ordinance to Amend the Town of Hilton Head Island Budget for the Fiscal Year Ending June 30, 2024; to Provide for the Budgeted Appropriations of the Prior Year Budget Roll Forwards and Certain Other Appropriations and Commitments and the Expenditures of Certain Funds; to Allocate the Sources of Revenue for the Said Funds; and to Provide for Severability and an Effective Date - Second and Final Reading - Josh Gruber, Deputy Town Manager

Mr. Gruber explained there have been no changes or amendments to the proposed Ordinance since first reading which took place April 2, 2024.

Mayor Perry asked for public comment. There was none.

Ms. Becker moved to remove the section from this ordinance that seeks to fund the Coastal Community Development Corporation (CCDC). Motion failed due to lack of a second.

Ms. Becker inquired as to the status of the request regarding the CCDC privilege agreements while operating under a 501(c)(3). Mr. Gruber explained that neither the IRS nor the South Carolina Attorney General's office will provide what is called an advisory opinion. He stated that has been communicated to the CCDC and the burden is now on them to obtain information at is sufficient to meet the request.

Ms. Becker moved to request Council waive its privilege with regard to attorney client communications in regard to the correspondence received today from Mr. Coltrane regarding the 501(c)(3) issue raised by Council with the CCDC. Mr. Alfred seconded.

Ken Campbell, Secretary of the CCDC approached the dais and stated the document attached to Mr. Coltrane's memorandum was not intended to be confidential.

Mr. Gruber reviewed the original concern and actions regarding the CCDC and their fundraising mechanism offering a form of preferential treatment for access to units. He stated the CCDC provided correspondence from an attorney that based upon how the CCDC has proposed to go about soliciting funds and how they would offer the preferential treatment the opinion was that that action would not cause them to lose their 501(c)(3) tax exempt status.

Ms. Becker, the maker, and Mr. Alfred, the seconder of the motion withdrew the motion.

Concluding further discussion, Ms. Brison moved to approve Amend the Town of Hilton Head Island Budget for the Fiscal Year Ending June 30, 2024; to Provide for the Budgeted Appropriations of the Prior Year Budget Roll Forwards and Certain Other Appropriations and Commitments and the Expenditures of Certain Funds; to Allocate the Sources of Revenue for the Said Funds; and to Provide for Severability and an Effective Date. Mr. Brown seconded.

Mayor Perry stated he still has concerns regarding the CCDC and while he approves

the others that is his reason for voting against the amendment.

Motion carried 5-2 (Becker, Perry opposed).

Consideration of an Ordinance to Amend Title 16 of the Municipal Code of the Town of Hilton Head Island, the Land Management Ordinance, to Amend Floor Area Ratio Requirements within the Forest Beach Neighborhood Character Overlay District - Second and Final Reading - Missy Luick, Director of Planning

Missy Luick stated the amendment is just to the ratio within the character overlay requirements and that ratio adjustment is from a ratio of .55 to .45. She added that the Forest Beach Owners Association is supportive of this amendment.

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

Mayor Perry asked for public comment. There was none.

Motion carried 7-0.

Consideration of an Ordinance of the Town of Hilton Head Island authorizing the Execution of an Easement Encumbering Property to be Owned by the Town of Hilton Head Island Identified as PIN:R510 008 000 0460 0000, under the Authority of South Carolina Code 5-7-40 and 2-7-20, Municipal Code of the Town of Hilton Head Island and Providing for Severability and an Effective Date - Second and Final Reading - Josh Gruber, Deputy Town Manager

Mr. Ames moved to approve. Mr. Stanford seconded. Motion carried 7-0.

New Business

Consideration of a Resolution to Support the Strengths, Weaknesses, Opportunities, and Threats (SWOT) Assessment for Solid Waste and Recycling for Hilton Head Island - Bryan McIlwee, Director of Public Projects and Facilities

There is a priority 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 to endorse the following outline for the general scope of services to conduct the SWOT assessment.

1. Introduction
2. Goals and Objectives of the Analysis
3. Executive Summary
4. Applicable Town, County and State Regulations
5. Stakeholder Involvement (assistance by Town and County staff)
6. Gather and Review Relevant Data and Information
7. Assess Current Practices
8. SWOT Analysis of Hilton Head Island solid waste and recycling infrastructure and program including but not limited to the following:

- Committed team of professionals
- Southern County Materials Recovery Facility (MRF)
- Restraints of weekend landfill operations
- Consistent Ordinances
- Long-Term agreement for Convenience Center operations
- Improved commercial recycling and public facilities recycling
- Curbside Public contracted recycling and solid waste collection
- Public education and information campaigns
- Diversion credits to haulers for recycling loads
- Landfill Constraints
- Misinformation and Lack of Education regarding Recycling
- Short term guests – ease of recycling

9. Prioritized Recommendations for implementation of key strategies and projects

10. Recommendations for Future Studies and Analysis

11. References

12. List of Figures and Tables

13. Appendices

Upon completing the assessment with input from Town Staff and Beaufort County, AGR submitted the assessment to the Town for consideration.

On January 8, 2024, the Community Services and Public Safety Committee was presented with the findings and conclusions of the SWOT analysis provided by AGR, LLC.

This analysis of strengths, weaknesses, opportunities, and threats lead to several overarching conclusions outlined below.

- The Town of Hilton Head Island will need to be proactive to achieve the goal from Our Plan “To work toward a Town-wide zero waste model”. Conducting this analysis and selecting options to implement is the first step.
- Ensuring waste haulers comply with existing requirements in the municipal code is a useful starting point for achieving goals. Additional ordinances may be required in the future.
- The Town has several options to make solid waste and recyclable collection from residents more efficient, more effective in reducing waste, and more consistent Town-wide, with varying degrees of oversight required.
- To reduce waste through recycling and composting, Hilton Head Island will need to ensure facilities are available to receive, process, and market material before arranging to have materials collected. Because Beaufort County is responsible for ensuring recycling and solid waste management facilities are available, the Town will need to support and collaborate with the County to ensure long-term contracts at existing facilities, or the development of new facilities move forward.
- Excellent educational resources focusing on waste reduction and recycling are available from Beaufort County, DHEC’s Office of Solid Waste Reduction & Recycling, among others. The Town can use these materials to increase waste reduction and recycling, tailoring them as needed to reflect its programs.

- Implementing any of the options presented in this report in a way that enables the Town to “work toward a Town-wide zero waste model” requires dedicated staff and funding.

The committee requested 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.

In this regards Staff provided the following:

1. Describe multifamily solid waste and recycling collection:

Multifamily dwellings are generally classified as commercial establishments for the purpose of solid waste and recycling services. Town code defines commercial establishments as follows:

Town of Hilton Head Island Municipal Code Sec. 9-6-10. - Definitions.

Commercial establishment: Any income-producing establishment, for profit or nonprofit, including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile services, hotels, motels and restaurants. For purposes of this title pertaining to collection of solid waste and recycling only, commercial establishments shall include dumpster-based multifamily residential dwellings, and shall exclude all other residential dwellings.

2. Provide example of solid waste and recycling in a POA:

Example of POA Approach - Sea Pines

Residential collection like rest of Hilton Head Island:

- Each property owner contracts for their own service.
- Most of the “regimes” arrange collection for their villa or condo complex.
- Once per week drop-off center provided by 3rd party vendor for mixed paper, plastic, glass, aluminum, tin bottles and cans, electronics, and batteries at retail area.
- Sea Pines Community Services Associates (CSA) requires trash cans and recycling bins must be kept in service yards at all times.

CSA programs:

- Work with vendors to “harvest” recyclables from commercial facilities: cardboard, glass, plastic/aluminum, food residuals, coffee, oyster shells.
- Weekly collection and drop-off of vegetative debris which is mulched and available to residents.

3. Clarify what is recyclable:

Town of Hilton Head Island Municipal Code Sec. 9-6-30 Requirement for Private Hauler Collection	Beaufort County Convenience Centers
Cardboard	Corrugated cardboard
Newspapers, newspaper inserts, cardboard, pizza boxes, magazines, catalogs, phone books, residential mail, junk mail, office paper, paper bags, box board, cereal cartons, beverage cartons, gift wrapping paper, shredded office paper	Mixed paper: junk mail, newspaper, magazines, phone books, office paper, cereal boxes, soda boxes and shoeboxes, or any paper that doesn't fall into the category of corrugated cardboard
All closed-mouth plastic bottles, #1 through #7 household plastics (no styrofoam)	Plastics #1 and #2: Plastic bottles, jugs and jars
Glass containers of any color	Glass bottles and jars: Clear, brown & green glass
Milk/juice cartons and aseptic containers	
Aluminum cans, other aluminum, aluminum foil, steel cans, tin cans, aerosol cans, and other small household scrap metal	Metal food and beverage cans: Aluminum, tin, & steel cans

Beaufort County convenience center also accepts yard waste, tires, cooking oil, motor oil, oil filters, appliances, scrap metal, furniture, mattresses, construction & demolition debris, plastic film, household hazardous waste. Some of these materials are recycled.

4. Include grant funding as an opportunity:

SC DHEC Solid Waste Reduction and Recycling Grant

- Scope: Projects that can demonstrate a positive impact on a local government's efforts to reach their recycling and waste reduction goals
- Eligibility: Counties, cities, towns, or regions within South Carolina that provide solid waste services
- Source: Funded by a \$2 fee on appliances and lead-acid batteries charged upon purchase at the retail level
- Schedule: Applications for FY25 opened in February 2024;
- \$15,000 max grant in Category 1 (General Recycling)
- \$50,000- \$100,000 grant in Category 2 (Creativity with waste reduction)

Recycling Partnership Community Grant Program

- Curbside Recycling Cart Grants
- Multifamily Recycling Program Grants
- Drop-Off Program Grants

5. Add possible near-term actions:

- Coordinate with Beaufort County to share approved SWOT and determine 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 Hilton Head Island 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 program at Hilton Head Island facilities, incorporating outreach and education for residents and visitors.
- Continue to strengthen enforcement of reporting and recycling requirements for licensed haulers in Town ordinance.

NEXT STEPS:

Pending Town Council adoption, next steps are as follows:

- Develop action plan to implement the aforementioned near-term actions
- Use the Strengths, Weakness, Opportunities and Threats assessment as a resource to aid in immediate and future decision making and planning.

Mayor Perry asked for public comment. There was none.

Mr. Ames moved to approve. Mr. Stanford seconded.

Council members made comments, asked questions and held discussion regarding: the need for additional information regarding the program and why it was stopped; concern about proceeding on next steps until we have that data in hand; concern regarding the educational piece of the project; the need to include park facilities; concern over whether the haulers truly are separating the recycling; the need to work with the haulers regarding separation; a request to share the information as to the number of haulers that come to the Island and how many of them recycle; the need for enforcement measures; the need for educating the public and the contamination of recyclables; clarification that a SWOT is a first step to determine where we are and we need to be in this process; confirmation as this develops items will be brought back to the Community Services & Public Safety Committee as they are being built; the need to put effort into our relationship with the County and the current landfill situation; concern for additional costs if curbside services is a requirement.

Motion carried 5-2 (Brison, Becker opposed).

Due to a previous appointment, Mr. Ames excused himself from the dais at this time and left the meeting.

Consideration of a Resolution Approving the 2024-2025 Hilton Head Island Destination Marketing Organization (DMO) Marketing Plan & Budget - Angie Stone, Assistant Town

Manager

According to South Carolina State law, 30% of the two percent bed tax funds collected by the State of South Carolina is allocated to the Town's pre-determined Destination Marketing Organization (DMO) with an ongoing tourist program. The Town Council has designated the Hilton Head Island - Bluffton Chamber of Commerce Visitor & Convention Bureau (VCB) as its DMO. On or by April 1 of each year, Town Code requires the VCB's proposed budget and marketing plan to be submitted to the Accommodations Tax Advisory Committee (ATAC) to review and make a recommendation to Town Council for final approval. The ATAC has recommended the DMO Marketing Plan and Budget to Town Council for consideration. The Marketing Plan and Budget were also presented to the Finance and Administrative Committee for its recommendation to Town Council. The Finance and Administrative Committee voted 4-0 to recommend the Marketing Plan and Budget to Town Council.

Angie Stone addressed Council stating Town Staff and the DMO have been working closely on the input Council provided regarding changes in their publications in their reporting.

Ariana Pernice conducted a detailed presentation regarding the marketing plan and budget with details regarding the following:

Connect the marketing promise with the on-island experience.

Create an understanding of, and respect for our delicate ecosystem (residents & visitors).

Drive deeper discovery and exploration of our destination

Build brand awareness.

Enhance leisure & group business through qualified visitation.

She reviewed the Marketing Plan Strategies and Tactics below and provided a 2024-2025 strategic marketing roadmap along with tactical details which include the following:

Destination Website

Organic Social Media

Digital Advertising & Media Partnerships

Public Relations

Meetings and Groups

International Marketing & Vacation Planner

Destination Website & Social Media

As the Town's Designated Marketing Organization (DMO) we have the unique privilege to steward the community's identity to the world. Aligning our destination out-marketing messaging and initiatives with our destination core values of Arts/Culture, History, Culinary, Wellness, and Recreation, we are aligned with the Town and residents in efforts to ensure, enhance, and protect the quality of life for our community.

A review of the proposed budget was completed.

Mayor Perry asked for public comment.

Melinda Tunner stated she thought there is an opportunity to align the estimated visitor expenditures with core values. She voiced concern over the level of tourism and the need to provide direction to the Chamber to target fewer tourists with a higher level of spending.

Skip Hoagland addressed Council regarding his opinion of the need for a CPA to conduct a forensic audit.

Council members made comments, asked questions and held discussion regarding: the need to protect the characteristics and qualities demonstrated in the marketing; appreciation for the response from the Chamber to address the items of concern; the need to create a metric system around the destination values and the community cornerstone pillars; the need to recognize the quality of life portion and the needs of our business community moving forward; the need for the Cultural Resources number go up in the return on investment and the realization that tourism is a large part of the budget.

Motion carried 6-0 (Ames was not present for the vote).

Appearance by Citizens

Sandy Gillis addressed Council regarding affordable housing. She applauded Council for their recent achievements in addressing the issue. She expressed concern over the crisis in the Chimney Cove area and the need to keep new housing options on the front burner.

Skip Hoagland addressed Council stating there will be a formal lawsuit filed against the Town for illegal issue and illegal misuse of tax funds.

Gray Smith addressed Council regarding his concern that the properties that the CCDC is purchasing will be dominating the lower income housing market by purchasing the dwelling and taking away the potential for private citizens to buy those homes. He urged Council to rethink supporting the CCDC.

Executive Session

Discussion of Negotiations Incident to Proposed Contractual Arrangements for a Beach Franchise Agreement [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(2)]

Mayor Perry asked the Town Manager if there was a need to enter Executive Session. Mr. Orlando stated there was a need regarding the items listed above.

At 7:00 p.m. Ms. Brison moved to enter into Executive Session for the reasons cited by the Town Manager. Mr. Alfred seconded. Motion carried 6-0 (Ames was not present for the vote).

At 7:19 p.m. Mr. Stanford moved to come out of Executive Session. Ms. Becker seconded. Motion carried 6-0 (Ames was not present for the vote).

Action from Executive Session

Mayor Perry stated there was no action to be taken as a result of Executive Session.

Adjournment

The meeting was adjourned at 7:20 p.m.

Approved:

Kimberly Gammon, Town Clerk

Alan R. Perry, Mayor

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

The Town of Hilton Head Island



Proclamation

WHEREAS, Amyotrophic lateral sclerosis (ALS), known by many as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with the muscles, slowly taking away their ability to walk, talk, eat, and eventually breathe; and

WHEREAS, every 90 minutes someone is diagnosed with ALS and someone passes away from ALS; on average, patients diagnosed with ALS only survive two to five years from the time of diagnosis and ALS has no cure; and

WHEREAS, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and

WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and

WHEREAS, clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and

WHEREAS, we celebrate the 10th Anniversary of the Ice Bucket Challenge through a renewed commitment to galvanize public awareness and support funding leading to significant investments in ALS research; and

WHEREAS, the ALS Association, as the largest philanthropic funder of ALS research globally, has committed over \$154 million to support more than 550 projects across the United States and 18 other countries; and

WHEREAS, our commitment to accelerating the pace of discovery remains unwavering, fueled by the hope that one day, ALS will be a livable disease for everyone, everywhere, until we can cure it.

NOW. THEREFORE, I Alan R. Perry, Mayor of the Town of Hilton Head Island, South Carolina, do hereby proclaim the month of May 2024 as **ALS Awareness Month**. I call upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed on this 21st day of May, in the year of our Lord, two thousand twenty-four.



Alan R. Perry, Mayor

Attest:

Kimberly Gammon, Town Clerk



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council Members
FROM: Josh Gruber, Deputy Town Manager
CC: Marc Orlando, Town Manager
DATE: March 6, 2024
SUBJECT: Consideration of an Ordinance to Amend Title 8, Chapter 3, of the Town of Hilton Head Island Code of Ordinances, to add Section 8-3-114 entitled Abandoned Watercraft

RECOMMENDATION:

The Town Council is requested to review the proposed Ordinance to amend the Town Code by adding additional provisions related to the abandonment of watercraft within the territorial jurisdiction of the Town of Hilton Head Island. If the Town Council supports taking such actions, it should vote to approve such changes being incorporated into the Town's code.

Summary:

In 2021, the South Carolina General Assembly adopted Section 50-21-30 which states that if a local government wishes to regulate the operation, titling, equipment, numbering, or all other matters relating to the regulation of watercraft while on the waters of the State, it must adopt legislation that is identical to South Carolina Code of Laws Section 50-21-190.

In recent years, the Town has observed an increase in the number of vessels, boats, and other watercraft that are abandoned, severely neglected, or even sunk, and for which it wishes to amend its code to adopt regulation specifically dealing with these types of issues.

Therefore, the Town is proposing to amend the Town Code to incorporate Section 8-3-114 entitled Abandoned Watercraft as required by Section 50-21-30 of the South Carolina Code of Laws. This action will allow the Town to utilize the provisions found within Section 50-21-30 as it works to address issues arising from the abandonment of watercraft of other vessels within the territorial jurisdiction of the Town. A Memorandum outlining this issue in greater detail has been prepared by attorney Mac Deford and is enclosed with this staff report as Attachment 1.

At its meeting on March 5, 2024, the Town Council unanimously voted to approve adoption of the proposed Ordinance.

ATTACHMENTS:

1. Mac Deford Cover Letter
2. Draft Ordinance Amending Town Code by Adding Section 8-3-144, Abandoned Watercraft

PAGLIARINI LAW FIRM, LLC

ATTORNEYS AT LAW

Mac Deford, Counsel
Mac@lawplf.com

145 River Landing Drive, Suite 101 B
Daniel Island, SC 29492
Phone: 843-813-4922
Fax: 843-971-8745

October 3, 2023

Josh Gruber, *Deputy Town Manager*
Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928

Re: *Proposed Abandoned Boat Ordinance*

Dear Josh,

As you requested, I have researched and prepared this Memo outlining the legal parameters the Town must adhere to when it comes to abandoned watercraft regulation. Additionally, I've prepared a draft ordinance in alignment with state law concerning abandoned vessels.¹ It's also important to highlight that the existing Town ordinance only addresses abandoned vessels found on Town beaches (e.g., not on waterways subject to the Town's jurisdiction).

Issue Presented

Are there any limitations on the Town of Hilton Head Island's ability to pass an ordinance for the regulation of abandoned and derelict vessels on waterways within the Town's corporate limits?

Conclusion

Yes, the South Carolina General Assembly passed S.C. Code Ann. § 50-21-30 in 2021 which narrowed the ability of local governments to pass regulations for the operation, equipment, titling, numbering, and all other matters relating thereto for watercraft and water devices on the waters of the State. Therefore, pursuant to § 50-21-30, a local government may not adopt an ordinance regulating abandoned boats, unless identical to S.C. Code Ann. § 50-21-190.

Discussion

S.C. Code Ann. § 50-21-30(B) states that the "provisions of Title 50 and other applicable laws of this State shall govern the operation, equipment, titling, numbering, and all other matters relating thereto for watercraft and water devices using or held for use on the waters of this State. A local government may not adopt an ordinance regulating watercraft or water devices used or held for use on the waters of this State unless the ordinance is:

¹ For purposes of this Memo, the term "vessel" is analogous with the term "boat."

1. identical to a provision of this chapter;
2. identical to a regulation promulgated under the authority of a provision of this chapter; or
3. authorized pursuant to the provisions of this section.”

§50-21-30(C) specifically permits local governments to “adopt an ordinance requiring a permit for a watercraft or floating structure to remain moored, anchored, or otherwise located in any one five-mile radius on public waters within its local jurisdiction for more than fourteen consecutive days. The cost of a permit required by a local government may not exceed fifteen dollars. An ordinance adopted pursuant to this subsection must not apply to watercraft:

- a. moored to a dock or marina berth with permission from the dock or berth owner;
- b. moored to a mooring buoy that is permitted by the Department of Health and Environmental Control with permission from the buoy owner; or
- c. moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021.”

For the purpose of ordinances adopted pursuant to §50-21-30(C) and notwithstanding the provisions of §5-7-140(B), “the corporate limits of any municipality bordering on the high-water mark of a navigable body of water, other than the Atlantic Ocean, are extended to the center of the channel of the navigable body of water.”

Any SCDNR officer “who reasonably believes that watercraft within a local government's jurisdiction is in violation of an ordinance adopted pursuant to the provisions of this section must provide the location of the watercraft to the local government.” S.C. Code Ann. § 50-21-30(D).

Pursuant to §50-21-30, a local government’s ability to pass an ordinance regulating the operation, equipment, titling, numbering, and all other matters relating thereto for watercraft and water devices is very limited. Any ordinances adopted by the local government must mirror existing state law.

§50-21-190 provides an offense and penalty for abandoning watercraft or outboard motors. Furthermore, §50-21-10 provides for a definition of “abandon”, “abandoned”, “boat”, and “waters of the state”. §50-23-20 provides for titling requirements of watercraft; §50-23-30 provides exemptions to titling; §50-23-55 provides for evidence of ownership of a watercraft; and §50-23-205 provides for the procedures for seizure of watercraft. Therefore, any regulations passed must mirror these state statute provisions.

However, a local government may adopt an ordinance requiring a permit for watercraft of floating structures moored or anchored in public waters.

It is recommended that any regulations passed by the Town of Hilton Head for abandoned boats in public waters mirror the provisions of §50-21-190, contain the same definitions as provided in §50-21-10, and mirror all other provisions contained in Title 50.

Existing Abandoned Boat Regulations from Similar Municipalities

The City of Charleston, Town of Mount Pleasant, City of North Myrtle Beach, and City of Georgetown each have existing regulations which make it unlawful to abandon watercraft and provide penalties for abandoning watercraft. All ordinances are similar to existing state law with the following exceptions:

1. The Town of Mount Pleasant provides a list of expenses that could be incurred by the owner of an abandoned boat for removal of the boat (state law does provide that the owner shall be responsible for expenses associated with the abandoned boat's removal).
2. The Town of Mount Pleasant and City of North Myrtle Beach both provide for a limitation of liability for any damages incurred for removal and storage of an abandoned boat.
3. City of North Myrtle Beach prohibits anchoring and mooring of a vessel, as well as the installation of a mooring buoy, in any public waters for a period of more than 24 hours.
4. City of North Myrtle Beach also provides notice to be posted on the abandoned vessel. The owner has 10 days after the posting of notice to respond, otherwise the boat will be removed.
5. City of North Myrtle Beach and City of Georgetown's penalty is less than what is provided under state law – a fine not exceeding \$500.00 and/or imprisonment for a period not exceeding thirty days.²
6. City of Georgetown's ordinance also allows for permits to be issued for mooring buoys owned and maintained by the City.

Existing Local Regulations in Beaufort and Jasper Counties

Both the City of Beaufort and Town of Port Royal have an ordinance governing abandoned vessels. However, their ordinances are incompatible with state law and are likely illegal because they (1) impose a 7-day timeframe for determining abandonment (as opposed to the state law's 45-day requirement), (2) mandate insurance requirements, and (3) levy a \$500, which runs afoul with the state law's \$1,000 minimum fine.

There are no existing ordinances which address abandoned boat in waterways for Beaufort County (with the exception of watercraft abandoned at or near boat landing), Jasper County (abandoned boats are mentioned in their littering ordinance), Town of Bluffton (with the exception of abandoned boats at the Oyster Factory Park boat landing), Town of Yemassee, and Town of Hardeeville.

Please let me know if you have any questions or would like to discuss further.

Sincerely,



Mac Deford

Attachments: Proposed Abandoned Watercraft Ordinance

² S.C. Code Ann. §50-21-190(B) sets forth a minimum fine of \$1,000 and a maximum fine of \$5,000.

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

AN ORDINANCE TO AMEND TITLE 8, CHAPTER 3 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, TITLED MOTOR BOATS AND WATER SAFETY BY ADDING PROVISIONS RELATED TO ABANDONED WATERCRAFT IN ACCORDANCE WITH THE SOUTH CAROLINA CODE OF LAWS

WHEREAS, abandoned watercraft on public lands and waters within the corporate limits of the Town of Hilton Head Island poses a risk to the health and safety of the citizens and visitors to the Town as well as a posing a significant danger to the environment and aesthetics of the Town's beaches and waterways; and

WHEREAS, the Town continues to experience the abandonment of vessels and other watercraft that results in environmental, ecological, and economic harm if not adequately addressed.

WHEREAS, the South Carolina General Assembly has addressed abandoned watercraft with legislation it passed enacting Chapters 21 and 23, within Title 50 of the Code of Laws of South Carolina; and

WHEREAS, S.C. Code Ann. § 50-21-30 authorizes local governments to pass ordinances to address abandoned watercraft, provided that the provisions of such ordinance are identical to the provisions of Chapters 21 and 23, Title 50 of the Code of Laws of South Carolina; and

WHEREAS, the Hilton Head Island Town Council has the authority to amend its Code of Ordinances when deemed to be in the best interest of the citizens of the Town, and it now desires to do so with respect to the subject of abandoned watercraft within its municipal limits, as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Hilton Head Island, in Council assembled, that Article 1, Chapter 3 of the of the

Hilton Head Island Code of Ordinances titled *Abandoned Watercraft* is hereby enacted to specifically read as follows:

Chapter 3 - MOTOR BOATS AND WATER SAFETY

ARTICLE 1. - GENERAL PROVISIONS

Sec. 8-3-111. - Title.

This chapter shall be known and may be cited as the "Hilton Head Island Boat Control Ordinance."

Sec. 8-3-112. - Definitions.

For the purposes of this chapter the following terms, phrases, words, and their derivations shall have the meaning given herein:

- (1) Boat: Any watercraft, including seaplanes when not airborne, in or upon, or docked or moored at any place in any waterway within the boundaries of the town.
- (2) Waterway: Any waters, waterway, harbours, lake, river, tributary, canal, lagoon or connecting waters within the boundaries of the town.

Sec. 8-3-113. - Authority.

(a) The town shall have the right to regulate the use of all waterways within the town limits and the conduct of all persons using same, consistent with and not in conflict with federal or state laws and regulations. All ordinances of the town regulating the conduct of persons on land shall apply to persons using waterways, insofar as the same are applicable.

(b) Any law enforcement officer of the town or any law enforcement acting pursuant to a delegation of authority from the town shall be responsible for the enforcement of this chapter. Any such officer shall have the authority to stop and board any vessel for the purpose of inspection or determining compliance with the provisions of this chapter and is empowered to issue a summons for appearance in a court of competent jurisdiction or make arrests for violations of this chapter.

Every vessel if underway or upon being hailed by a police officer, shall stop immediately and lay to or if this is impractical or unsafe, shall maneuver in such a way as to permit such officer to come aboard.

Sec. 8-3-114. ABANDONED WATERCRAFT.

(A) Definitions.

In addition to the common meaning of words, the following definitions shall be used when interpreting the provisions of this section.

- (1) Abandon or Abandoned. Means any watercraft that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than forty-five (45) days. A watercraft is not abandoned if it is legally moored or is on private property.
- (2) Boat. Means a vessel.
- (3) Department. Means the South Carolina Department of Natural Resources.
- (4) Marina. Means a facility which provides mooring or dry storage for watercraft.
- (5) Outboard Motor. Means a combustion engine or electric propulsion system, which is used to propel a watercraft, and which is detachable from the watercraft as a unit. No outboard motor of less than five horsepower or its equivalent is required to be titled under this chapter.
- (6) Owner. Means a person, other than a lienholder, who claims lawful possession of a vessel or outboard motor by virtue of legal title or equitable interest in it which entitled him to possession.
- (7) Person. Means an individual, a partnership, a firm, a corporation, an association, or other legal entity.
- (8) Town. Means the Town of Hilton Head Island.
- (9) Use. Means operate, navigate, or employ.
- (10) Vessel. Means every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water.
- (11) Water Device. Means a motorboat, boat, personal watercraft or vessel, water skis, an aquaplane, surfboard, or other similar device.

- (12) Waters of the State. Means waters within the territorial limits of the State but not private lakes or ponds.
- (13) Watercraft. Means anything used or capable of being used as a means of transportation on the water but does not include: a seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or anything that does not meet construction or operational requirements of the state or federal government for watercraft.

(B) Scope. The provisions of this chapter and other applicable laws of this State, including but not limited to, Title 50 of the South Carolina Code of Laws, shall govern all activity and matters related to abandoned watercraft on the public land and waters of the Town and the State that are located within the jurisdictional limits of the Town of Hilton Head Island.

(C) Administration. The administration and enforcement of the provisions of this Section shall be vested in the Town's Public Safety Department or sheriff's office. Public safety officers and deputy sheriffs are empowered to issue a summons for appearance in court, or to make arrest for violations of this chapter or any applicable rules and regulations prescribed under Title 50 of the South Carolina Code of Laws.

(D) Abandoning watercraft or outboard motor; penalty; removal.

- (1) It is unlawful to abandon a watercraft or outboard motor on the public lands or waters of the Town or on private property without permission of the property owner. This section does not apply to persons who abandon a watercraft in an emergency for the safety of the persons onboard; however, after the emergency is over, the owner and operator of the abandoned watercraft shall make a bona fide attempt to recover the watercraft.
- (2) A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined not less than one thousand dollars nor more than five thousand dollars or imprisoned for up to thirty days, or both. In addition, the owner must remove the abandoned watercraft within fourteen days of conviction. The magistrate courts are vested with jurisdiction for cases arising under this section.
- (3) An abandoned watercraft as identified by the Department may be removed at the risk and expense of the owner and disposed of by any governmental agency that has jurisdiction over the area where the abandoned watercraft is located.
- (4) The Town or the Department of Natural Resources must conduct investigations of any watercraft subject to the provisions of this section to determine the status of the watercraft as abandoned. The Town or the Department must send written notice and make additional reasonable efforts to notify the last known owner, if any, of the status of the watercraft. If efforts to notify fail, then the Town or the Department must post a notice on the watercraft advising that the watercraft is abandoned. If the owner claims the watercraft within forty-five (45) days of the date the notice is posted, the watercraft is not considered abandoned.

- (5) A watercraft identified by the Town or the Department as abandoned for at least ninety days may be claimed by any person or entity as abandoned property.

(E) Watercraft titles; notification of transfer.

Any watercraft or outboard motor, or both, held or principally used in this State must be titled by the Department. An owner of a watercraft or outboard motor titled in this State must notify the Department within thirty days if ownership is transferred to another person, entity, or transferred out of state or otherwise disposed.

(F) Exemptions to titling.

Watercraft documented by the United States Coast Guard or its predecessor or successor agency and water skis, aquaplanes, surfboards, windsurfers, and similar devices, and those watercrafts propelled exclusively by human power are not required to be titled.

(G) Certificate of title as evidence of ownership; watercraft from other states.

- (1) A certificate of title to a watercraft or outboard motor is prima facie evidence of ownership of a watercraft or outboard motor. All watercraft and outboard motors subject to the titling requirements of this chapter must be titled.
- (2) No person may acquire a watercraft or outboard motor, subject to the titling requirements of this chapter, without obtaining a certificate of title or in the case of a new watercraft or outboard motor a manufacturer's or importer's statement of origin reflecting the person acquiring the watercraft or outboard motor as the original purchaser as provided in this chapter. In the case of watercraft or outboard motors from other jurisdictions that do not require titling, a bill of sale and proof of registration may be substituted for the title.
- (3) No person may dispose of a watercraft or outboard motor subject to the titling provisions of this chapter without transferring to the person acquiring the watercraft or outboard motor a certificate of title reflecting the transfer of the watercraft or outboard motor. In the case of new watercraft, a manufacturer's statement of origin must be delivered to the purchaser. In the case of watercraft or outboard motors from other states or foreign jurisdictions, which do not title such watercraft or outboard motors, a bill of sale and proof of registration may be substituted.

(H) Seizure of certain watercraft; notice of seizure and of time for removal; forfeiture and disposal.

- (1) A stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor, a watercraft or outboard motor for which the true owner is not determined, or a watercraft or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced may be seized.
- (2) Upon seizure of the watercraft or outboard motor, the Department shall notify a person claiming an interest in it, and the person has the right to prove his interest before the circuit court in the county where the property was seized. If no action is filed within sixty (60) days of notification, the Department may retain the property for official use or transfer the

property to another public entity for official use, sell the property at public auction, or, if the watercraft or outboard motor is determined to be unsafe, destroy it. The proceeds derived from the sale must be deposited in the Boating Operating Fund of the Department for administration of the program.

- (3) When the Department determines the owner of a seized watercraft or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he has not less than thirty days from the date of the certified letter to remove the equipment from the Department's storage facility. If a security interest has been perfected, the Department must notify the lienholder by certified mail allowing thirty days to respond. Failure to respond within thirty (30) days or remove the watercraft or outboard motor by the date designated forfeits the equipment to the department to be used or disposed of according to law.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION AT
FINAL READING THIS ____ DAY OF _____, 2024.

Alan R. Perry, Mayor
Town of Hilton Head Island

Attest:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council Members
FROM: Josh Gruber, Deputy Town Manager
CC: Marc Orlando, Town Manager
DATE: March 13, 2024
SUBJECT: 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

RECOMMENDATION:

The Town Council is requested to review the proposed Ordinance to amend the Town Code by adding electronic smoking devices within the definition section of the Town's existing smoking and tobacco use-related restrictions. If the Town Council supports taking such actions, it should vote to approve such changes being incorporated into the Town's code via the enclosed draft ordinance.

Summary:

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 receipt of this information, staff were requested to prepare this proposed amendment for the Community Services and Public Safety Committee's review and consideration.

ATTACHMENTS:

1. Data from Lowcountry Alliance for Healthy Youth
2. Draft Ordinance Amending Section 9-2-10 of the Municipal Code for the Town of Hilton Head Island

Proposal Submitted to the
Mayor and Town Council of Hilton Head Island

To Include Electronic Smoking Devices in the Current Smoking Regulations of the Town Code

Proposed by
Teens for Healthy Youth/LowCountry Alliance for Healthy Youth



Teens for Healthy Youth



Teens for Healthy Youth is an initiative of LowCountry Alliance for Healthy Youth. See [LCAHY Website](#)

The mission of Teens for Healthy Youth (THY) is to promote positive teen health through: Leadership, Positive Youth Development, Peer to Peer Education, Advocacy, Community Service. See [THY Brochure](#)

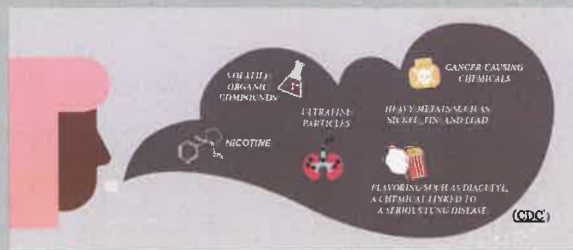
THY is active in the following high schools:
Bluffton High School, Cross Schools, Heritage Academy, Hilton Head Christian Academy, Hilton Head Island High School, Hilton Head Preparatory School, May River High School

LowCountry Alliance for Healthy Youth (LCAHY) is a recipient of the Drug-Free Communities (DFC) Support Grant Program Grant, awarded by the White House Office of National Drug Control Policy (ONDCP) and administered by the CDC. Community Foundation of the Lowcountry serves as the fiscal sponsor.



Vaping: A Public Health Epidemic

- December 2018: Surgeon General of the United States Public Health Service, VADM Jerome Adams, released an advisory emphasizing the importance of taking action to immediately address "the epidemic of youth e-cigarette use" (2018).
- The risks of vaping can be detrimental to youth who find themselves addicted to e-cigarettes. It's up to our community to know the risks, take action, and protect our kids.



How is Vaping Harmful?



Nicotine, a highly addictive chemical, is found at much higher concentrations in e-cigarettes than the normal cigarettes already restricted in the Town Code.



Cigarette Chemicals

All of these have been found in e-cigarette/pod-based aerosol

- Propylene glycol - Glycerin - Flavorings (many) - Nicotine - NNN - NNK - NAB - NAT - Ethylbenzene - Benzene - Xylene - Toluene - Acetaldehyde - Formaldehyde - Naphthalene - Styrene - Benzo(h)fluoranthene	- Chlorobenzene - Crotonaldehyde - Propionaldehyde - Benzaldehyde - Valeric acid - Hexanal - Fluorine - Anthracene - Pyrene - Acenaphthylene - Acenaphthene - Fluoranthene - Benzo(a)anthracene - Chrysene - Retene - Benzo(a)pyrene - Indeno(1,2,3-cd)pyrene	- Benzo(ghi)perylene - Acetone - Acrolein - Silver - Nickel - Tin - Sodium - Strontium - Barium - Aluminum - Chromium - Boron - Copper - Selenium - Arsenic - Nitrosamines - Polycyclic aromatic hydrocarbons	- Cadmium - Silicon - Lithium - Lead - Magnesium - Manganese - Potassium - Titanium - Zinc - Zirconium - Calcium - Iron - Sulfur - Vanadium - Cobalt - Rubidium
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Compounds that are underlined are from FDA 2012: Harmful and Potentially Harmful Substances – Established List

Reference: tobaccopreventiontoolkit.stanford.edu



Secondhand Aerosol

- Secondhand aerosol, similar to secondhand smoke, is the plume of chemicals released into the environment directly from the e-cigarette/pod-based devices and from the lungs of the user.
- Common places for exposure to secondhand aerosol include restaurants, parks, vehicles, and designated smoking areas.
- Chemicals that are released include harmful substances such as nicotine, heavy metals, ultrafine particles that fall deep into the lungs, cancerous chemicals, and volatile organic compounds aka VOCs.
- Exposure can lead to cancer, respiratory infections, and make someone's asthma worse among other problems.



Reference:
tobaccopreventiontoolkit.stanford.edu



Thirdhand Aerosol

- Another way that e-cigarettes/vape pens pose a danger to people other than the user is through thirdhand aerosol.
- Thirdhand aerosol is the mixture of chemicals in e-cigarette/vape pen aerosol that remain on surfaces and in dust, even after the aerosol is gone, and react with other chemicals in the environment to form toxic chemicals.
- These potentially harmful chemicals can be exposed to other people or animals through the respiratory system, through ingestions, and through skin exposure.
- Small children are especially at risk for thirdhand aerosol exposure because they tend to put things into their mouths and they have more vulnerable skin.



Reference: tobaccopreventiontoolkit.stanford.edu



Findings on Vaping Health Consequences

USC University of Southern California

Keck School of Medicine of USC

DNA damage levels similar in vapers and smokers. study finds

February 13, 2023
By Zara Abrams

"vapers and smokers had similar levels of DNA damage—more than twice the amount found in non-users".

"DNA damage to oral epithelial cells, which line the mouth, is an early change that is associated with an increased risk for many types of chronic disease, including cancer and inflammatory diseases".

Harvard Health Publishing
HARVARD MEDICAL SCHOOL

E-cigarettes boost the risk of heart attack

January 1, 2019

"Although e-cigarettes deliver lower levels of carcinogens than conventional cigarettes, each product releases ultrafine particles and other toxins that can damage blood vessels and encourage blood clotting, both of which can promote heart attacks".



Findings on Vaping Health Consequences



Vaping May Increase Respiratory Disease Risk by More Than 40 Percent

November 12, 2020
By Michelle Samuels

"In recent years we have seen dramatic increase in e-cigarette use among youth and young adults which threatens to reverse decades of hard-fought gains," Stokes says. "This new evidence also suggests that we may see an increase in respiratory disease as youth and young adults age into midlife, including asthma, COPD, and other respiratory conditions."



Major Uptick Reported in Cannabis Vaping for All Adolescents

May 19, 2022

"This persisting prevalence of daily cannabis use... is of further alarm for several reasons", observes Keyes. "Heavy levels of cannabis use are associated with adverse cognitive and social outcomes for youth, as well as long-term trajectories of drug use that may have adverse health and other consequences."

↑
Vaping is a method for cannabis consumption



U.S. Surgeon General Advisory

In the 2018 Surgeon General Advisory, Dr. Jerome Adams made suggestions for how local governments can take action against the vaping epidemic:

Information for States, Communities, Tribes, and Territories

- You have an important role to play in addressing this public health epidemic.
- Implement evidence-based population-level strategies to reduce e-cigarette use among young people, such as including e-cigarettes in smoke-free indoor air policies, restricting young peoples' access to e-cigarettes in retail settings, licensing retailers, implementing price policies, and developing educational initiatives targeting young people.
- Implement strategies to curb e-cigarette advertising and marketing that are appealing to young people.
- Implement strategies to reduce access to flavored tobacco products by young people.

(Adams 2018)

This action could be as simple as altering the verbiage to include electronic smoking devices into current smoking regulations.



Town of Bluffton

In Summer 2019, the Town of Bluffton Town Council passed an ordinance amendment to their previous "No Smoking" Ordinance, to now include language that would include e-cigarette devices. LowCountry Alliance for Healthy Youth with highlights to where they included e-cigarettes into their town code.

LowCountry Alliance for Healthy Youth played a significant role in getting the 'Vape-Free' Ordinance established. See this News Story from WTOG11 featuring Mayor Lisa Sulka's remarks on the ordinance and LCAHY.



What are the Implications of this Proposal?

As the youth and adults of our community face an issue of e-cigarette popularity, actively working to reduce electronic smoking in public areas would send a clear public health message about the health consequences of vaping nicotine and other toxic chemicals. Electronic smoking regulations would have a similar public health impact to that of the current smoking regulations when they were originally implemented.

In addition to this public health message, adding electronic smoking devices to the current smoking regulations in the Town Code would reduce non-vaping individuals' contact to secondhand and thirdhand aerosol that is spread from individuals who do use electronic smoking devices.

Teens for Healthy Youth and LowCountry Alliance for Healthy Youth propose that the Mayor and Hilton Head Island Town Council consider including electronic smoking devices in current smoking regulations of the Town Code in an effort to not only send a public health message, but also to protect the quality of life for the residents and visitors of Hilton Head Island.





**Thank you for your consideration.
For any questions or
need for any additional
information, please contact
Benjamin Vaught (benjv02@gmail.com).**

Facts about E-Cigarettes

What is an E-Cigarette?

E-cigarettes, also known as vapes resemble USB sticks and pens. They produce an aerosol by heating a liquid containing nicotine that users inhale.



WHAT MAKES E-CIGS DANGEROUS?

E-cigarettes contain nicotine, which is highly addictive and can harm brain development, which continues until about age 25. Many young people turn to nicotine to deal with stress, anxiety and depression, but don't know it is making them worse. (CDC)



- One vape pod is equivalent to 20 cigarettes of nicotine.
- Carcinogens found in regular cigarettes are in e-cigs too.
- E-Cigarettes devices can be used to deliver marijuana and other drugs.
- E-Cigarettes are just as addictive as traditional cigarettes.
- If you vape you're 4x more likely to start smoking cigarettes.

"The nicotine in e-cigarettes and other tobacco products can prime young brains for addiction to other drugs, such as cocaine and methamphetamine."

-US Surgeon General

BE PART OF THE SOLUTION

1. Educate yourself on the dangers of all types of tobacco.
2. Talk with youth, family, and friends about the health consequences of smoking cigarettes/vaping e-cigarettes.
1. Stop secondhand inhalation and thirdhand residue.
2. Advocate for comprehensive tobacco prevention policies.



Learn more about
E-cig use



lcahealthyouth.com

Visit our
Website



Datos sobre los cigarrillos electrónicos

¿Qué es un cigarrillo electrónico?

Los cigarrillos electrónicos, también conocidos como vapes, se parecen a las memorias USB y bolígrafos. Producen un aerosol al calentar un líquido que contiene nicotina que los usuarios inhalan.



¿QUÉ HACE QUE LOS CIGARRILLOS ELECTRÓNICOS SEAN PELIGROSOS?

Los cigarrillos electrónicos contienen nicotina, que es altamente adictiva y puede dañar el desarrollo del cerebro, que continúa hasta aproximadamente los 25 años. Muchos jóvenes recurren a la nicotina para lidiar con el estrés, la ansiedad y la depresión, pero no saben que los está empeorando (CDC).



- Una cápsula de vape equivale a 20 cigarrillos de nicotina.
- Los carcinógenos que se encuentran en los cigarrillos regulares también se encuentran en los cigarrillos electrónicos.
- Los dispositivos de cigarrillos electrónicos se pueden usar para entregar marihuana y otras drogas.
- Los cigarrillos electrónicos son tan adictivos como los cigarrillos tradicionales.
- Si vapeas, tienes 4 veces más probabilidades de comenzar a fumar cigarrillos.

"La nicotina en los cigarrillos electrónicos y otros productos de tabaco puede preparar a los cerebros jóvenes para la adicción a otras drogas, como la cocaína y la metanfetamina".

- Cirujano General de EE. UU.

SE PARTE DE LA SOLUCIÓN

1. Infórmese sobre los peligros de todos los tipos de tabaco.
2. Hable con jóvenes, familiares y amigos sobre las consecuencias para la salud de fumar cigarrillos/vapear cigarrillos electrónicos.
3. Detenga la inhalación de segunda mano y los residuos de tercera mano.
4. Abogar por políticas integrales de prevención del tabaquismo.



Aprende más acerca de uso de cigarrillos electrónicos



lcahealthyouth.com



Visita nuestro Sitio web



TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 2 OF THE MUNICIPAL CODE OF THE TOWN 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

WHEREAS, the Town of Hilton Head Island has regulated the smoking of tobacco and tobacco related products since 2009; and

WHEREAS, following the adoption of these regulations, the types of products available to consumers that contain tobacco, nicotine, or other similar elements has changed dramatically to include many new forms of electronic smoking devices which are generally referred to as “vaping” products; and

WHEREAS, the public health justifications for regulating the use of electronic smoking devices remains essentially the same as the justifications that existed at the time that the original smoking regulations were initially adopted; and

WHEREAS, in addition to these justifications, the Lowcountry Alliance for Healthy Youth has provided data evidencing the negative impacts that electronic smoking devices are having on teenagers and young adults and that the Town can support this organization’s efforts in reducing the number of youth who use electronic smoking devices through prohibiting the use of these devices in the same manner that other tobacco related products are currently prohibited; and

WHEREAS, the Hilton Head Island Town Council has the authority to amend its Code of Ordinances when deemed to be in the best interest of the citizens of the Town, and it now desires to do so with respect to the inclusion of electronic smoking devices within the existing smoking regulations outlined within the Town’s Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Hilton Head Island, in Council assembled, that Title 9, Chapter 2 of the of the Hilton Head Island Code of Ordinances titled Regulations and Requirements Relating to Smoking of Tobacco Products is hereby amended to read as follows:

Section 1. **Amendment**. Section 9-2-10 of the Municipal Code of the Town of Hilton Head Island related to the definition of smoking and use of tobacco related products, is hereby amended as set forth in Exhibit A to this Ordinance. Newly added language is illustrated with double underline and deleted language is illustrated with ~~strikethrough~~.

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

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION AT FINAL READING THIS _____ DAY OF _____, 2024.

Alan R. Perry, Mayor
Town of Hilton Head Island

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

EXHIBIT A

Chapter 2 - REGULATIONS AND REQUIREMENTS RELATING TO SMOKING OF TOBACCO PRODUCTS

Sec. 9-2-10. - Definitions.

(a) *Business* shall mean a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are offered for sale; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

(b) Electronic smoking device means any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigarillo, or electronic pipe, and any cartridge or other component of the device or related product.

(c ~~b~~) *Employee* shall mean a person who is employed by an employer in consideration for direct or indirect monetary wages, commission, goods or services in kind or like compensation, and it shall also mean a person who volunteers his or her services for a nonprofit entity.

(d ~~e~~) *Employer* means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any work place, work space, or work spaces as defined herein, that employs the services of one (1) or more persons.

(e ~~d~~) *Enclosed area* means all space between a floor and ceiling that is enclosed on all sides by walls or windows (exclusive of doorways), which extend from the floor to the ceiling, including but not limited to, offices, rooms, foyers, waiting areas and halls.

(f ~~e~~) *Place of employment* means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" for purposes of this ordinance unless it is used as a child care, adult day care, or health care facility. A private passenger motor vehicle is not a "place of employment" when used in the performance of employment responsibilities.

(g ~~f~~) *Public place* means an area to which the public is invited or to which the public is permitted to have access, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, theaters, waiting rooms, sports arena, stadiums and ball parks. A

private club is a "public place" when being used for a function to which the general public is allowed entry. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

(h ~~g~~) *Restaurant* means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, ice cream parlors, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

(i ~~h~~) *Retail tobacco store* means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental.

(j ~~i~~) *Secondhand smoke* is the complex mixture formed from the escaping smoke of a burning tobacco product and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking."

(k ~~j~~) *Sheriff's office* means the Beaufort County Sheriff's Office enforcing the laws within the corporation limits of the Town of Hilton Head Island.

(l ~~k~~) *Smoking* means the inhaling, exhaling, burning, lighting, or carrying of a lighted cigarette, cigar, pipe, electronic smoking device, or similar device, or any other lighted tobacco product.

(m ~~l~~) *Smoking materials* includes cigars, cigarettes, electronic smoking devices, and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying, or exhaling lighted tobacco products.

(n ~~m~~) *Work place* means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

(o ~~n~~) *Work space* or *work spaces* means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council Members
FROM: Josh Gruber, Deputy Town Manager
CC: Marc Orlando, Town Manager
DATE: March 13, 2024
SUBJECT: Consideration of an Ordinance Authorizing the Execution of a Purchase and Sale Agreement for a Portion of Property Identified as TMS No. R510 005 000 0329 0000 Located on Beach City Road.

RECOMMENDATION:

The Town Council is requested to review the draft Ordinance and corresponding exhibits, which if adopted, would facilitate the sale and transfer of a 0.11-acre piece of property that is jointly owned by the Town and Beaufort County. If approved, the sales proceeds representing the current appraised fair market value would be split between the Town and County in the proportion that funding was contributed to acquire the property (70/30).

BACKGROUND:

In 2013, the Town and Beaufort County jointly purchased real property located approximately at 282 Beach City Road and identified by Parcel Identification Number: R510 005 000 0329 0000. At the time of this purchase, a survey was prepared showing the boundary of the parcel to be acquired. This survey did not identify any existing encroachments into this parcel. Several years following this acquisition, it was determined that the driveway of the adjacent property located at 282 Beach City Road encroached on the Town and County property by 3,250 feet (0.075 acres). Using satellite photography, the Town believes that this driveway was constructed in 2007 prior to the Town and County's acquisition and should have been identified on the corresponding property survey. Based upon discussions with Beaufort County and the adjoining property owner, the proposed solution to solving this encroachment is to sell a portion of the jointly owned property to the adjoining property owner at current fair market value.

In March of 2024, Beaufort County Council gave unanimous approval for an Ordinance authorizing the sale of 0.11 acres of the property at the appraised value of \$30,250. If approved by the Town Council, the proceeds of this sale would be split between the County and the Town 70%/30% based upon the respective contributions towards the purchase price that each entity contributed at the time of the property acquisition.

SUMMARY:

The Town Council is requested to review the draft Ordinance authorizing the Town to enter into a Purchase and Sale Agreement to transfer a 0.11-acre piece of property that is jointly owned by the Town and Beaufort County.

ATTACHMENTS:

1. Draft Ordinance Authorizing the Execution of a Purchase and Sale Agreement for a Portion of Property Identified as TMS No. R510 005 000 0329 0000 Located on Beach City Road.
 - a. Reconfigured Boundary Survey
 - b. Purchase and Sale Contract

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

ORDINANCE NO. 2024-_____

**AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE THE
NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY
JOINTLY OWNED BY THE TOWN OF HILTON HEAD ISLAND AND
BEAUFORT COUNTY WITH TMS NO. R510 005 000 0329 0000, LOCATED
ON BEACH CITY ROAD, HILTON HEAD ISLAND**

WHEREAS, the Town of Hilton Head Island (“Town”) and Beaufort County (“County”) jointly purchased real property with TMS No. R510 005 000 0329 0000 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on January 29, 2013, in Book 3210 Pages 2689-2692; hereinafter referred to as the “Property”; and

WHEREAS, the Town and County purchased the Property through the Rural and Critical Lands Preservation Program for \$230,263 per acre, at a 70/30 cost share with the County contributing 70% of the purchase price and the Town contributing 30% of the purchase price; and

WHEREAS, adjacent to the Property is the real property with TMS No. R510 005 000 010H 0000 and is currently owned by Andre J. White (hereinafter the “Adjacent Property”); and

WHEREAS, Andre J. White’s private access drive to the Adjacent Property was previously constructed on a portion of the Property prior to the acquisition by the Town and County; and

WHEREAS, a survey of the Property obtained prior to closing did not identify any existing encroachments including the private access drive on the adjacent property; and

WHEREAS, Andre J. White desires to resolve this encroachment through the purchase of a portion of the Property to retain the existing private residence access to the Adjacent Property in the most direct and accessible manner possible with no potential for user conflicts; and

WHEREAS the Town and County desire to convey a 0.11 acre portion of the property to Andre J. White which is shown and described on the Plat attached hereto as Exhibit “A” for the appraised value of \$30,250.00, with the proceeds to be divided between the Town and County in the respective percentages that each contributed to the acquisition the Property.

NOW, THEREFORE BE IT ORDAINED BY THE HILTON HEAD ISLAND TOWN COUNCIL, Now, therefore, be it Ordained by the Hilton Head Island Town Council:

1. The Town is authorized to sell its interest in the .11 acre parcel of real property shown on Exhibit "A" hereto and which is described as follows:

All that certain piece, parcel or lot of land consisting of 0.11 acres, more or less shown on the Plat attached hereto as Exhibit "A" and described as follows: Beginning at a point located on the common boundary of real property identified as Beaufort County Tax Parcel R510 005 000 0329 and the right of way of Beach City Road, and identified as "N 147860.66 E 2097290.84, thence in a northeasterly direction along a line bearing N 46° 57' 43" E for a distance of 328.01 feet to a ½" iron pin, which is the Point of Beginning; thence in a northeasterly direction along a line bearing N 46° 57' 43" E for a distance of 30.87 feet to a ½" iron pin; thence in a southeasterly direction along a line bearing N 42° 56' 51" W for a distance of 140.00 feet to a ½" iron pin; thence in a southwesterly direction along a line bearing S 46° 57' 43" W for a distance of 30.86 feet to a ½" iron pin; thence in a northwesterly direction along a line bearing N 42° 56' 51" W for a distance of 148.00 feet to a ½" iron pin which is the Point of Beginning.

2. The Mayor and Town Manager are authorized to execute and deliver the proposed contract that is attached hereto as Exhibit "B".
3. The Mayor and Town Manager are authorized to take all other and further actions as are necessary to complete the transaction described in the Contract.

(Remainder of this Page Intentionally Blank)

Done this _____ day of _____, 2024.

TOWN OF HILTON HEAD ISLAND

Alan R. Perry, Mayor

ATTEST:

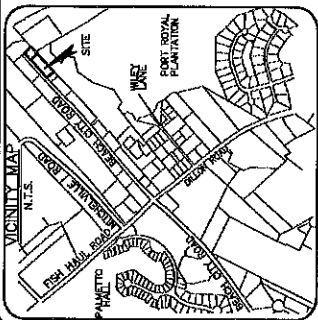
Kimberly Gammon, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

INTRODUCED BY COUNCIL MEMBER:

EXHIBIT “A” TO ORDINANCE 2024-____



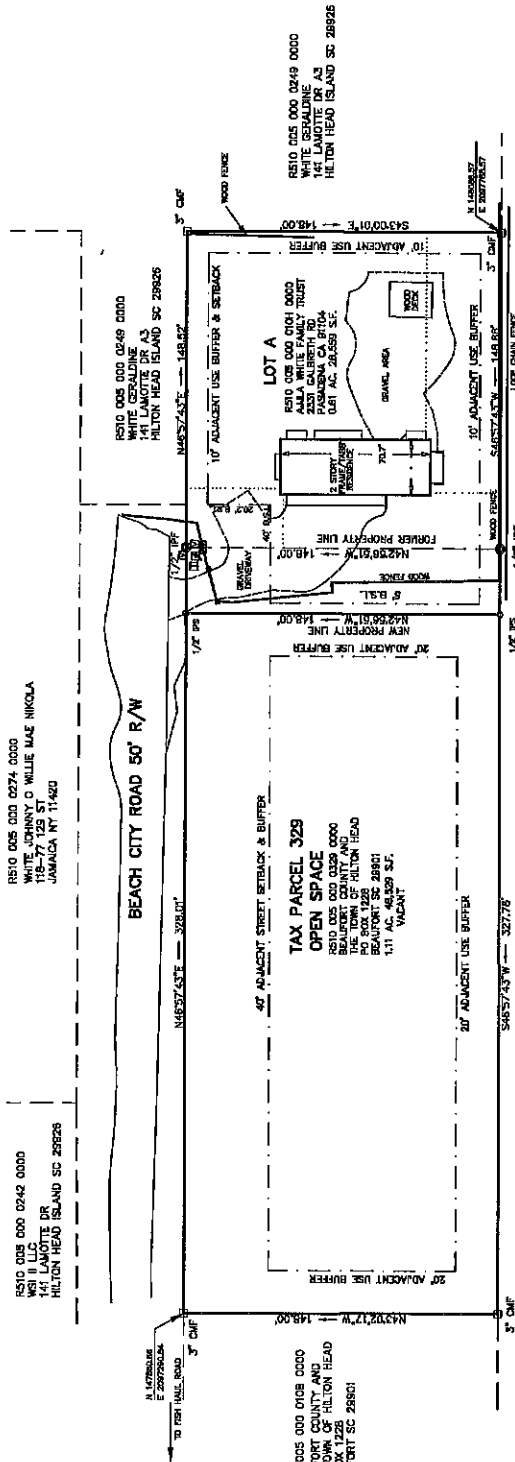
SOME OR ALL AREAS ON THIS PLAN ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDEAL WATERS ASSOCIATED WITH POSSIBLE FRESHWATER, LOCAL, REGULATIONS PROVIDE THAT CERTAIN FLOOD CONSTRUCTION STANDARDS BE MAINTAINED IN THE DESIGN AND CONSTRUCTION OF BUILDINGS IN FLOOD HAZARD AREAS. THESE STANDARDS SHALL BE LIMITED TO THE UNOCCUPIED COMPONENTS AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWNSHIP BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

NOTES

1. THE PLAT WAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY MARINA, INC.
2. THE PLAT WAS SUBMITTED TO SUBMITTERS OF REQUESTS AND PROMPT INSTRUCTIONS AS REQUESTED IN THE OFFICE OF THE ROAD FOR SEASIDE COUNTY.
3. SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE SEASIDE COUNTY REQUIREMENTS OF THE S.L. BEACH PROTECTION ACT OF JULY 1, 1988.
4. THE LOCAL BUILDING AUTHORITY, OR, SHOULD BE ADVISED BY THE LOCAL BUILDING AUTHORITY.
5. THE ONLY ACTIVITIES PERMITTED IN THE EXTERIOR SUBDIVISION BUFFER AS LABELLED ON THIS PLAT SHALL BE THOSE LISTED IN FOOTNOTED ACTIVITY IN OTHER BUFFER AREAS AS PER THE S.L.C.O.
6. THE ONLY ACTIVITIES PERMITTED IN THE INTERIOR BUFFER SHALL BE THOSE LISTED IN INTERIOR BUFFER AS PER THE S.L.C.O.
7. THESE PROPERTIES BE PARTIALLY OR WHOLLY WITHIN THE AMPHIBIOUS OVERLAY DISTRICT AND MAY BE SUBJECT TO NOISE THAT MAY BE UNDESIRABLE.

R510 005 000 0274 0000
WHITE JOHNNY O WILLIE MAE NIKOLA
118-77 129 ST
JAMAICA NY 11420

R510 005 000 0242 0000
WSI II LLC
141 LAMOTTE DR
HILTON HEAD ISLAND SC 29928



R510 005 000 0208 0000
TOWN OF HILTON HEAD ISL SC
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

BOUNDARY RECONFIGURATION OF:
LOT A & TAX PARCEL 329, BEACH CITY ROAD,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: ANDRE J. WHITE, AJULA WHITE
FAMILY TRUST, & THE TOWN OF HILTON HEAD ISLAND

DATE: 8/04/2023
SCALE: 1" = 40'



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



d.b.a. Sea Island Land Survey, Inc.
10 Oal Park Drive, Unit C1,
Hilton Head Island,
SC 29926
E-mail: info@sea-island-land.com
FILE No : 05608.15
COPYRIGHT © BY MARIONA, INC.

OWNER'S CERTIFICATION

_____ ARE THE OWNERS OF
THE HENDON DISPERSED PROPERTY AND THAT I (WE) STATE THAT THIS
PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ **DATE** _____

OWNERS CERTIFICATION

AND THE OWNER(S) OF THE HEREON DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ **DATE** _____

OWNERS CERTIFICATION

_____ ARE THE OWNER(S) OF THE HEREON DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ DATE _____

LEGEND & SYMBOLS:

- 3" CMF ☐ 3" CONCRETE MONUMENT FOUND
1/2" IPF ☒ 1/2" IRON PIN FOUND
☒ WATER METER
☐ VALVE BOX
☐ ELECTRIC TRANSFORMER
☐ TELEPHONE SERVICE
1/2" IPS ☐ 1/2" IRON PIN SET

REFERENCE PLAT

- 1) A COMPOSITE PLAT-GABRIEL, BOSTON TRACT, A PORTION OF FISH HULL PLANTATION ON BEACH CITY ROAD BAYGALL SECTION. DRAWING: 8/21/78, LAST REVISED: 2/28/81
ROD. BEAUFORT COUNTY, SC
BY: E.H. FREISEBEN S.C.R.L.S. # 4524

PROPERTY AREA LOT A: 0.61 AC. 26.559

PROPERTY AREA TAX PARCEL 329: 1.11 AC. 48,529 S.F.
ADDRESS: 282 BEACH CITY ROAD

DISTRICT: 510, MAP: 5, PARCELS: 10H & 329
THIS PROPERTY LIES IN F.E.M.A. ZONE X
BASE FLOOD ELEVATION = NO MINIMUM ELEVATION
COMMUNITY NO. 450250, PANEL: 04563, DATED: 3/29/2021

EXHIBIT “B” TO ORDINANCE 2024-____

Exhibit B

CONTRACT FOR PURCHASE AND SALE OF:

Real Property Located On Hilton Head Island, South Carolina

By and Between

The Town of Hilton Head Island, South Carolina, and
Beaufort County, South Carolina

and

Andre J. White

Dated as of: June ____, 2024

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **SALE AND PURCHASE AGREEMENT**

This Agreement (herein, the “Agreement”) is made and entered into by and between The Town of Hilton Head Island, South Carolina (herein, the “Town”), Beaufort County, South Carolina (herein, the “County”) and Andre J. White (hereinafter, “White”) on this ____ Day of April, 2024.

ARTICLE 1 - SALE AND PURCHASE

1.01 *Sale and Purchase:* For and in consideration of the payment of the Purchase Price (described herein), and in further consideration of the full and faithful performance of each of the covenants, conditions and agreements set out in this Agreement to be performed, fulfilled and observed by the Town, County and White, and subject to the fulfillment of the Conditions set forth herein, the Town an County agree to sell and White agrees to purchase from Town and County, real property located on Hilton Head Island, Beaufort County, South Carolina, and which is described in Article 1.02.

1.02 *Real Property:* The Real Property is herein referred to as the “Real Property” and is described as follows:

All that certain piece, parcel or lot of land consisting of 0.11 acres, more or less shown on the Plat attached hereto as Exhibit “A” and described as follows: Beginning at a point located on the common boundary of real property identified as Beaufort County Tax Parcel R510 005 000 0329 and the right of way of Beach City Road, and identified as “N 147860.66 E 2097290.84, thence in a northeasterly direction along a line bearing N 46° 57’ 43” E for a distance of 328.01 feet to a 1/2” iron pin, which is the Point of Beginning; thence in a northeasterly direction along a line bearing N 46° 57’ 43” E for a distance of 30.87 feet to a 1/2” iron pin; thence in a southeasterly direction along a line bearing N 42° 56’ 51” W for a distance of 140.00 feet to a 1/2” iron pin; thence in a southwesterly direction along a line bearing S 46° 57’ 43” W for a distance of 30.86 feet to a 1/2” iron pin; thence in a northwesterly direction along a line bearing N 42° 56’ 51” W for a distance of 148.00 feet to a 1/2” iron pin which is the Point of Beginning. The Conveyance shall be subject to all setbacks and buffers shown on Exhibit “A,” and subject to the conditions set out in Article 4.01(a) below (hereinafter, the “Property”).

ARTICLE 2 - BOUNDARY SURVEY AND RECONFIGURATION OF PROPERTY

2.01 *Current Survey:* White caused a preliminary survey of the Property to be prepared,

which is attached hereto as Exhibit "A" (the "Survey"). Within thirty (30) days from the Effective Date of this Agreement, White shall cause the Survey to be finalized. The final survey shall show the Property as a distinct parcel with bearings and distances shown for each line of the boundaries of the Property. White will deliver five recordable copies of the Plat to the Town and County within thirty five (35) days from the Effective Date of this Agreement. The final survey is subject to the approval of the Town and County, which Approval shall not be unreasonably withheld.

2.02 Reconfiguration of Property: Within thirty five (35) days from the Effective Date of this Agreement, White shall submit a complete application, including a plat showing the reconfiguration the respective property of the Town and County and White (the "Reconfiguration Plat"), to the Town for the reconfiguration of the lot line between White's property and the Town and County Property. The Application will show that the Property to be acquired under this Agreement shall be combined with White's existing property having Beaufort County Tax Identification Number R510 005 000 010H 0000. White will deliver five recordable copies of the Reconfiguration Plat to the Town and County along with the application. The Reconfiguration Plat is subject to the approval of the Town and County, which Approval shall not be unreasonably withheld.

ARTICLE 3 - WHITE'S INSPECTIONS AND REVIEW OF SURVEY AND ENVIRONMENTAL LEVEL 1

3.01 White's Inspection: On or before Thirty (30) days of the Effective Date of the this Agreement, White may enter upon the Real Property to inspect the physical conditions of the Property.

3.02 White's Right to Terminate: If the White's Inspections, or White's review of the Survey disclose conditions which are unsatisfactory to White (which determination shall be made in the White's sole discretion) White may terminate this Agreement by delivering a written notice to the Town and County stating White's election to terminate this Agreement (herein, the "Termination Notice"). White shall deliver its Termination Notice (if any) under

this Article 3 within Thirty Five (35) days of the Effective Date of this Agreement.

3.03 *White's Right to Terminate:* Upon White's timely delivery of the Termination Notice, Escrow Agent shall promptly return the Earnest Money Deposit to White and this Agreement shall be of no further force or effect.

3.04 *White's Acceptance of Property:* If White does not deliver a Termination Notice under this Article 3 to the Town within Thirty Five (35) Days from the Effective Date of this Agreement, White shall be deemed to have accepted all conditions of and affecting the Property.

ARTICLE 4 - TITLE

4.01 *Title:* The Town and County shall provide White with fee simple title to the Real Property by Limited Warranty Deed, free and clear of any and all monetary liens.

4.02 *Title Evidence:* Within Thirty (30) days of the Effective Date, White shall examine the title to the Property. The Town, County and White understand and agree that as of the date hereof and the Closing Date, fee simple title to the Property shall be vested in the Town and County, and White's title examination shall show and evidence:

- a. That fee simple title to the Property is vested in the Town and County;
- b. That the title to the Real Property is in the condition required by this Article 4.

The cost of the title examination shall be paid by White.

4.03 *Objections to Title:* If White's title examination shall reveal that the Town and County's title to the Property is subject to any easements, clouds on or to the title, encroachments, boundary discrepancies, liens, encumbrances, or any other matter affecting title that is unsatisfactory to the White (the determination shall be made in White's sole discretion), then White may terminate this Agreement by delivering a written notice to the Town and County of White's election to terminate this Agreement (hereinafter, the "Termination Notice"). White's title examination shall be completed within Thirty (30) Days of the Effective Date of this Agreement. White shall deliver the Termination Notice (if any) to

the Town and County within Thirty Five (35) days of the Effective Date, and shall include a copy of the title report.

4.04 *White's Right to Terminate:* Upon Whites timely delivery of the Termination Notice, Escrow Agent shall return the Earnest Money Deposit to the White and this Agreement shall be of no further force and effect.

4.05 *White's Acceptance of Property:* If White does not deliver a Termination Notice under this Article 4 to the Town and County within Thirty Five (35) Days from the Effective Date of this Agreement, White shall have accepted the condition of the title to the Property.

ARTICLE 5 - CONSIDERATION FOR PURCHASE

5.01 *Purchase Price:* The Purchase Price for the Property is Thirty Thousand Two Hundred Fifty and no/100 (\$30,250.00) Dollars (herein, the "Purchase Price").

5.02 *Components of Purchase Price:* The Purchase Price shall be comprised as follows:

1.	Earnest Money from White	\$ 2,500.00
2.	Cash to Town at Closing	\$ 27,750.00
	TOTAL	\$ 30,250.00

5.03 *Escrow Deposit:* As is shown above, White shall deliver the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars into Escrow (herein, the "Earnest Money Deposit").with the Escrow Agent (a term hereinafter Defined) within Five (5) days after the Effective Date. The Escrow Agent shall deliver written notification of receipt of the Earnest Money Deposit to the Town and County.

5.04 *Escrow Agent:* The Escrow Agent shall serve as Closing Agent for all Parties at settlement. Deposit with the Escrow Agent of the Purchase Price, the instruments of conveyance and such other funds and/or documents as are required of either Party under the terms of this Agreement, and/or the Title Company, and/or the Escrow Agent shall be deemed to be a good and sufficient tender of performance in accordance with the terms hereof. The "Escrow Agent" shall be_____. If any dispute should arise as to whether Escrow Agent is obligated to deliver the Escrow Deposit, or any

funds or documents which it holds, Escrow Agent shall not be required to make delivery thereof, but, in such event shall hold the same until receipt, by Escrow Agent, of written authorization from White, the Town and the County directing the disposition of the same. In the absence of such written authorization, Escrow Agent may hold the Escrow Deposit, or any other funds or documents in connection with this transaction in its possession until a final determination of the rights of the Parties by a Court of competent jurisdiction. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may institute an appropriate proceeding for leave to place the Escrow Deposit, or any other funds or documents in connection with this transaction in its possession with the Clerk of Court for Beaufort County, South Carolina, pending such determination. Escrow Agent shall not be charged with notice of any fact or circumstance unless and until written notice of the same is received by Escrow Agent. Upon making the delivery of the funds or documents which Escrow Agent may hold in accordance with the provisions of this Article 5, Escrow Agent shall have no further obligation or liability to White, the Town and the County, and White, the Town and the County agree to indemnify and hold Escrow Agent harmless from any such liability.

5.05 *Payment of Purchase Price:* At Closing (hereinafter defined) White shall pay to the Town and County the Purchase Price, by a wire transfer of cleared funds to the account of the Town's and County's Attorneys at a financial institutions which is designated by the Town and County's Attorney. The attorneys for the Town and County shall give written notice of how the purchase price to be delivered, together with written bank wire instructions, if applicable, no later than three (3) business days prior to the Closing Date.

ARTICLE 6 - CLOSING

6.01 *Closing:* This transaction shall be "Closed" and title to the Property shall be conveyed from the Town and County to White by delivery of the Deed (hereinafter defined) and other documents required herein from Town and County to White (herein, the "Closing")

at 10:00 o'clock A. M. on the Closing Date (hereinafter defined) at the Office of the Town's Attorney, or at such other place as the Town, County and White shall mutually agree in writing. Subject to fulfillment of all of the Town's , County's and White's obligations and any conditions stated in this Agreement, the Closing, unless otherwise modified or extended by mutual agreement of the Town , County and White in writing shall occur on May ____, 2024 (herein, the "Closing Date").

6.02 *Town and County's Obligations at Closing:* At Closing, the Town and County shall deliver to White, at the Town and County's expense, the following Closing Documents:

- a. A good and sufficient Limited Warranty Deed (herein, the "Deed") so as to convey to White Fee Simple Title to the Property, as provided in Article 4 above. The Deed shall be in recordable form, executed by the duly authorized officers of the Town and County and duly acknowledged before a Notary Public.
- b. Three (3) copies of the final Survey and the Reconfiguration Plat, stamped for recording by the Town.
- c. A "Certification by Entity Transferor," certifying that the Town and County are not a foreign person or entity as that term is used and defined in Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended.
- d. A mechanic's lien affidavit, duly executed by Town and County and acknowledged before a notary public, attesting to the absence, unless otherwise provided for in this Agreement, or unless created by acts of the White, of any claims of lien or potential lienors and further attesting that there have been no improvements to the property for ninety five (95) days immediately preceding the Closing Date for which the Cost thereof remains unpaid.
- e. A South Carolina Residency Affidavit certifying the Address, Residence, and Federal Identification Number of the Town and County to establish the withholding requirements of S.C. Code Ann. § 12-8-580 (Supp. 2023), and South Carolina Revenue Ruling Number 09-13.
- f. Full and complete releases, in recordable form, of any mortgages or liens encumbering the title of the Real Property.
- g. Certified true copies of the Ordinances and Resolutions of the Town and County, authorizing the execution and delivery of this Agreement, the Deed, and other documents required to be delivered by Town and County hereunder, and the completion of the transaction authorized herein.

- g. Executed Closing/Settlement Statement in a form prepared by White's Attorney.

6.03 *White's Obligations at Closing:* At Closing, White shall deliver to Town, at White's expense, the following:

- a. The Purchase Price.
- b. Executed Closing/Settlement Statement in a form prepared by White's Attorney.

6.04 *Pre-Closing Documents:* On or before five (5) days prior to the Closing Date, the Town and County shall deliver to White their proposed Closing Documents required to be delivered under Article 6.02 (a) and (c) -(g) above. White shall notify the Town and County of any objections to the proposed Closing documents no less than three (3) days prior to Closing.

6.05 *Possession:* Possession of the Property shall be delivered to White at Closing.

6.06 *Prorations:* The real property taxes and government fees for the year in which Closing takes place are not to be prorated. White is responsible for payment of the real Property taxes and any other government fees for the year Closing takes place and thereafter.

6.08 *The Town and County's Closing Costs:* The Town and County shall be responsible to pay for the Cost of:

- a. Preparation of the Town and County's Closing Documents and the Town and County's Attorney's fees.

6.09 *White's Closing Costs:* White shall be responsible to pay the cost of :

- a. Recording the Deed, Survey and any other Closing Documents, and any Town of Hilton Head Island, South Carolina, Real Estate Transfer Fee;
- b. The South Carolina Deed Recording Fee required to be paid under S.C. Code Ann. § 12-24-40 (Supp. 2023).
- c. Any other buyer Closing Costs which are customary in Beaufort County, South Carolina.

ARTICLE 7 - DEFAULT AND REMEDIES

7.01 *Default by White:* Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the White shall default in any of his obligations,

covenants, or agreements contained in this Agreement, and shall remain in default after ten (10) day's written Notice specifying the default and demanding that the default be cured, then the Town and County shall be entitled to pursue any remedy at law or in equity against White, including an action for damages or for Specific Performance of this Agreement. The terms of this Article 7 shall be binding upon the successors and assigns of White, and shall survive the Closing of the transaction contemplated herein.

7.02 Default by Town and County: Except as may be otherwise expressly provided or limited herein with respect to any specific act or omission, if the Town and or the County shall default in any of their obligations, covenants, or agreements contained in this Agreement and shall remain in default after ten (10) day's written notice specifying the default and demanding that the default be cured, then White shall be entitled to pursue any remedy at law or in equity against the Town and or County, including an action for damages or for Specific Performance of this Agreement. The terms of this Article 7 shall be binding upon the successors and assigns of the Town and County, and shall survive the Closing of the transaction contemplated herein.

7.03 Attorney's Fees and Costs: If any legal action or other proceeding is brought for the enforcement of this Agreement, to include any action brought to enforce obligations of this Agreement that survive the Closing, or because of a dispute, breach, default or misrepresentation in connection with all or any of the terms of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and any costs actually incurred as a result of any such matter, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

ARTICLE 8 - CONDITIONS PRECEDENT

8.01 Conditions to White's Obligation to Close: The obligation of White to purchase the Property from the Town and County is subject to satisfaction, as of the Closing Date, of the following conditions:

- a. Approval of the terms of this Agreement by a Resolution of the Town Council for The Town of Hilton Head Island, South Carolina and Beaufort County Council.
- b. Adoption by the Town Council for the Town of Hilton Head Island, South Carolina, and Beaufort County Council of an Ordinance approving the sale and transfer of the Town and County owned property described in Article 1.02 above.
- c. In the event any of the above stated conditions is not satisfied prior to Closing, this Agreement shall terminate, any Earnest Money Deposit shall be returned to White, and neither Party shall have any further obligation or rights under this Agreement.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

9.01 *Representations and Warranties of Town and County:* To induce White to enter into this Agreement and to purchase the Property, The Town and County represent and warrant (which representations and warranties shall survive the Closing) to White as follows:

- a. Other than work or material contracted for by White, as of the Closing, no work will have been performed or will be in process at the Property, and no materials will have been delivered to the Property that might provide the basis for the filing of a Mechanic's, Materialman's or other lien against the Property or any portion thereof. The requirements set forth in this Article 9 shall be deemed satisfied if White's Title Company, based upon the Town and County's mechanic's lien Affidavit, is willing to give White affirmative mechanic's lien coverage.
- b. The Town and or the County shall not grant any easements, or enter into any covenants or agreements concerning the property or in any other way affect Title to the Property without the written consent of White.
- c. There is no claim or litigation now pending or threatened against the Town and/or the County which would materially affect the execution, delivery, or enforceability of this Agreement, or the Town and/or County's performance of their obligations hereunder.
- d. No options, leases, or other contracts are still outstanding which give any other party a right to purchase or occupy all or any part of the Property.
- e. Neither the Town nor the County is not now a party to any litigation affecting the Property or Title to the Property, and the neither the Town nor the County knows of any litigation or threatened litigation affecting all or any part of the Property or the title to the Property.

ARTICLE 10 - BROKERS

10.01 *Brokers:* The Town, County and White warrant and represent that no broker,

finder, or other person is entitled to a commission, finder's fee or other compensation in connection with this Agreement, and each party shall indemnify and hold harmless the other party from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any other broker, finder or other person for such compensation, arising by, under or through such party. The obligations under this Article 10 shall survive the Closing.

ARTICLE 11 - EFFECTIVE DATE

11.01 *Effective Date:* As used in this Agreement, "Effective Date" means the date that the officials of The Town of Hilton Head Island, South Carolina, or Beaufort County, South Carolina, whichever is later, execute and deliver this Agreement to White.

ARTICLE 12 - NOTICE

12.01 *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 Town: Curtis L. Coltrane
COLTRANE & WILKINS, LLC
Post Office Box 6808
Hilton Head Island, SC 29928
curtis@coltraneandwilkins.com
(843) 785-5552 (Facsimile)

To County: Brittany L. Ward
BEAUFORT COUNTY ATTORNEY
Post Office Box 1228
Beaufort, SC 29901
bward@bcgov.net
(843) (Facsimile)

To White:

ARTICLE 13 - MISCELLANEOUS

13.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town, County and White and their respective successors and assigns, if any are permitted hereunder.

13.02 *Entire Agreement/Amendment, Changes, and Modifications:* This Agreement supersedes all prior discussions and agreements between the parties with respect to the Property and all other matters contained herein and constitutes the sole and entire agreement and understanding between the Town, County and White with respect to the transaction contemplated in this Agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by both the Town, County and White.

13.03 *Severability:* In the event that any term 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 term of this Agreement.

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

13.05 *Applicable Law:* This Agreement shall be governed by and construed under the laws of the State of South Carolina.

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

13.07 *Recording:* The parties hereto may not record this Agreement, in the Office of the Register of Deeds for Beaufort County, South Carolina.

13.08 *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.

13.09 *No Waiver:* The failure of either party to exercise any right or power given to the

party in this Agreement, or the failure of either party to insist on strict compliance by the other party of its obligations under this Agreement, or any custom or practice of the parties that is at variance with the terms of this Agreement shall not constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

13.10 *No Third Party Beneficiaries:* The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the Parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No Party other than the signature Parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

13.11 *Further Assurances and Corrective Documents:* The Town, County and White agree to do, execute, acknowledge, deliver or cause to be done all further or other acts as may be reasonably determined to be necessary to carry out and give effect to this Agreement. The Town, County and White 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 Closing. The obligations of this Article 13.11 survive Closing.

ARTICLE 14 - DAMAGE AND RISK OF LOSS

14.01 *Damage and Risk of Loss:* The risk of loss or complete or partial destruction of the Property shall rest with the Town and County up until the time the Closing occurs. The risk of loss or complete or partial destruction of the Property shall rest with White from and after the time the Closing occurs.

ARTICLE 15 - MATTERS BEFORE AND AFTER CLOSING

15.01 *Conduct Prior to Closing:* From and after the Effective Date, the Town and County shall not, without the prior written approval of White, make any alterations or additions to the Property except as required for maintenance or by law, sell, transfer, encumber, lease or rent all or any part of the Property or change the status of title to the Property; or cancel, assign or

amend any license or permit or other right held by the Town and County with respect to the Property or any part thereof prior to Closing.

15.02 *Matters Subsequent to Closing/Survival of Obligations:* The Town, County and White acknowledge that each has obligations under this Agreement that are to be fulfilled subsequent to Closing. The Town, County and White acknowledge that all such obligations survive the Closing whether or not a specific statement to that effect is set forth herein in connection with each such obligation.

IN WITNESS WHEREOF, the duly authorized Officers of the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, and Andre J. White and Bios, have executed this Agreement as of the date and year first above written.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

Attest: _____
Marc A. Orlando, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph F. Passiment, Jr.

Its: _____
Chairman

Attest: _____

WITNESSES:

Andre J. White

EXHIBIT "A"

A vicinity map showing the location of the site. The map includes labels for 'SITE' (indicated by an arrow), 'PORT ROYAL PONTONWAY', 'WALK', 'ROAD', 'FISH WALK ROAD', 'VICINITY MAP', 'N.T.S.', and 'PARK'. The map shows a network of roads and a park area.

- R510 005 000 0274 0000
WHITE JOHNNY O WILLIE MAE NIKOLA
116-77 129 ST
JAMAICA NY 11420

RS10 005 000 0242 0000
WSE II LLC
141 LAMOTTE DR
HILTON HEAD IS AND SC 29928

BEACH CITY ROAD 50' R/W

N46°57'43"E → 328.01°

40' ADJACENT STREET SETBACK & BUFFER

TAX PARCEL 329
OPEN SPACE
R510 005 000 0329 0000
BEAUFORT COUNTY AND
THE TOWN OF HILTON HEAD
PO BOX 1228
BEAUFORT SC 29901
1.71 AC. 48.528 S.F.
VACANT

R510 005 000 010B 0000
BEAUFORT COUNTY AND
THE TOWN OF HILTON HEAD
PO BOX 1228
BEAUFORT SC 29901

R510 003 000 0249 0000
WHITE GERALDINE
141 LAMOTTE DR A3
HILTON HEAD ISLAND SC 29926

R510 005 000 010H 0000
ALJIA WHITE FAMILY TRUST
2331 GALBRETH RD
PASADENA CA 91104
0.61 AC. 26,559 S.F.

2510 005 000 0208 0000
TOWN OF HILTON HEAD ISL SC
1 TOWN CENTER CT
HILTON HEAD ISLAND SC 29928

BOUNDARY RECONFIGURATION OF:
LOT A & TAX PARCEL 328, BEACH CITY ROAD,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR: ANDRE J. WHITE, AJLA WHITE
FAMILY TRUST, & THE TOWN OF HILTON HEAD ISLAND

DATE: 8/04/2023
SCALE: 1" = 40'

GRAPHIC SCALE



0 40 80 120

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO USABLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

NOTES

ARE THE OWNER(S) OF THE WORKMAN DISCLOSED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ DATE _____

DIVERSITY CERTIFICATION

ARE THE OWNER(S) OF _____
THE HEREIN DESCRIBED PROPERTY AND THAT I ONCE STATE THAT THIS
PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ **DATE** _____

OWNERS CERTIFICATION

ARE THE OWNERS OF _____
THE HEREIN DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS
PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE _____ DATE _____

LEGEND & SYMBOLS:

LEGEND & SYMBOLS:

3" CMP □	3" CONCRETE MONUMENT FOUND
1/2" IPF □	1/2" IRON PIN FOUND
⊗	WATER METER
⊕	VALVE BOX
⊞	ELECTRIC TRANSFORMER
⊠	TELEPHONE SERVICE
1/2" IPS ○	1/2" IRON PIN SET

REFERENCE PLAT

1) A COMPOSITE PLAT-GABRIEL BOSTON TRACT, A PORTION OF
FISH HAIL PLANTATION ON BEACH CITY ROAD BAYGALL SECTION,
DRAWN: 9/21/78, LAST REVISED: 2/20/81
ROD. BEAUFORT COUNTY, SC
BY: E.H. FRIESEBEN, S.C.R.L.S. # 4674

PROPERTY AREA LOT A: 0.61 AC, 26.559
PROPERTY AREA TAX PARCEL 329: 1.11 AC, 48,529 S.F.
ADDRESS: 282 BEACH CITY ROAD
DISTRICT: 510, MAP: 5, PARCELS: 10H & 329
THIS PROPERTY LIES IN FEMA ZONE X
BASE FLOOD ELEVATION = NO MINIMUM ELEVATION
COMMUNITY NO. 450250, PANEL: 04666, DATED: 3/25/2021

d.b.a. Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
FILE No.: 05608.15
E-m
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COPYRIGHT © BY NANOPIA, INC.



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Bryan McIlwee, PE, *Director of Public Projects & Facilities*
VIA: Marc Orlando, ICMA-CM, *Town Manager*
VIA: Shawn Colin, AICP, *Asst. Town Manager - Community Development*
DATE: May 21, 2024
SUBJECT: Consideration of a Resolution to Adopt a Master Plan for Chaplin Community Park

RECOMMENDATION:

Consideration of a Resolution (Attachment 1) to adopt the Master Plan for Chaplin Community Park (Attachment 2) which includes the following park components:

Multi-Use Fields

- Five (5) multi-use athletic fields (soccer)
- Multi-use park facility and restroom
- 40'x60' picnic pavilion

Racquet Sports

- Six (6) pickleball courts
- Six (6) tennis courts and restroom

Basketball

- Two (2) covered basketball courts

Additional Elements

- Dog Park – ±1 acre
- Playground – ± 0.5 acre
- Restroom
- Island Heritage Gateway
- Beach access
- Connected parking, sidewalks, and intersection improvements
- Bicycle parking provided throughout park
- Town Facilities/Beach Operations building
- Trolley stop

Parking

- Total parking spaces increases from 382 spaces to 631 spaces

BACKGROUND:

In 1995, the Town acquired the Ferguson/Singleton Tract and the Seaside Tract to provide a future community park. Preliminary planning for the Chaplin Community Park was initiated as part of the Town's first Parks and Recreation Plan that same year. The design and construction of the park began in 1999 and was completed in early 2001.

For two decades, Chaplin Community Park has remained the Town's largest and most diverse public park space with opportunities for soccer, baseball/softball, basketball, tennis, multi-use pathways, beach access, restrooms, pavilions, and a dog park. The property also includes extensive salt marshes, freshwater wetlands, and storm water management facilities.

The park is one of two areas designated for storm debris management. The large open areas provided by the sports fields currently provide the necessary operational space for mulching and hauling operations after significant storm events such as Hurricane Matthew in 2016.

In 2020 the Town updated the Parks and Recreation Master Plan. The intent of this effort was to take inventory of existing parks and recreation facilities and to assess their relevancy and current levels of service based on input from the community. As part of this plan, preliminary recommendations were made for Chaplin Community Park, which included development of a new Concept Plan.

Planning and design for the park redevelopment began in 2021 and included the following meetings and stakeholder input:

- August 23, 2021 – Chaplin Community Park and Crossings Park Redevelopment Project Kick-off Workshop
- August 24, 2021 – Chaplin Community Park and Crossings Park Project Overview and Discussion at Parks & Recreation Commission meeting
- September 8, 2022 - A preliminary concept presented at the Town Council Strategic Planning Workshop.
- February 14, 2023 - Preliminary Master Plan presented during Town Council Workshop.
- June 14, 2023 - Revised Preliminary Master Plan reviewed at Town Council Workshop.
- January 23, 2024 - Revised Draft Master Plan reviewed at a Town Council Workshop upon which the following refinements were made:
 - Provide more Pickleball courts and/or find alternate locations for an 18 or 24 court Pickleball facility.
 - Distribute bicycle parking in strategic locations around the park.
 - Consider/coordinate disaster recover/debris management site elsewhere.
 - Provide two (2) middle school sized basketball courts.
 - Highlight the connection of Chaplin Linear Park from Broad Creek to Burkes Beach
 - Provide a trolley stop location.

- Provide indoor/outdoor storage for Island Recreation Association programming.
 - March 14, 2024 - Parks & Recreation Commission voted unanimously to forward a recommendation of approval of Draft Master Plan to Town Council with the following conditions:
 - If possible, pickleball courts be limited to six (6).
- In response to this recommendation staff has included the following element in the Master Plan:
- Six pickleball courts

NEXT STEPS:

Staff is recommending Town Council consideration of a Resolution to approve the Master Plan for Chaplin Community Park. Pending Town Council adoption of the Master Plan, next steps are as follows:

- Final Design/Permitting – July 2024 through June 2025

ATTACHMENTS:

1. Resolution
2. Chaplin Community Park Master Plan
3. Presentation

**A RESOLUTION BY THE HILTON HEAD ISLAND TOWN COUNCIL
ADOPTING THE MASTER PLAN FOR THE RENOVATION OF CHAPLIN
COMMUNITY PARK**

WHEREAS, the Town of Hilton Head Island (the “Town”) owns an approximately 99 acres across 6 parcels known as Chaplin Community Park in the historic Chaplin community; and

WHEREAS, for two decades, Chaplin Community Park has remained the Town’s largest and most diversified public park space with opportunities for soccer, baseball/softball, basketball, tennis, multi-use pathways, beach access, restrooms, pavilions, and a large dog park. The property also includes extensive salt marshes, freshwater wetlands, and storm water management facilities; and

WHEREAS, in 2020 the Town updated the Parks and Recreation Master Plan with the intent take an inventory of existing parks and recreation facilities and to assess their relevancy and current levels of service based on input from the community; and

WHEREAS, as part of this plan, preliminary recommendations were made for Chaplin Community Park, which included development of a new Master Plan; and

WHEREAS, the Town staff presented a draft master plan (“Master Plan”) the Parks and Recreation Commission on March 14, 2024; and

WHEREAS, the Parks and Recreation Commission voted unanimously to recommend approval of the Master Plan for Chaplin Community Park with conditions:

- (a) that the number of pickleball courts be limited to 6; and,

WHEREAS, the Hilton Head Island Town Council desires to adopt the Chaplin Park Master Plan as shown on the attached Exhibit “A.”

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

1. The Town Council hereby adopts the May, 2024, Master Plan for Chaplin Park, a copy of which is attached hereto as Exhibit “A.”
2. The Town Manager is authorized to utilize the Master Plan for Chaplin Park for the preparation of final design and construction plans for renovations to Chaplin Park.
3. This resolution shall be effective immediately upon its adoption.

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

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member:_____



BROAD CREEK

EXHIBIT A

William Hilton Pkwy

Daniel Dr

Candy Doll Bluff

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Crab Line Ct

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Castnet Dr

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Singleton Beach Rd

Burkes Beach Rd

Surf Watch Way

Shore Crest Ln

Barrier Beach Cv

Sandy Beach Trl

Sea Front Ln

Bradley Cir

FOLLY

CHAPLIN COMMUNITY PARK MASTER PLAN

TOWN OF HILTON HEAD ISLAND, SC

MKSK

MAY 2024



0' 150' 300'

BROAD CREEK

ATTACHMENT 2



Daniel Dr

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Candy Doll Bluff

Rachel Ln

Prince Brown Mnr

Crab Line Ct

Henry Ln

Corine Ln

Castnet Dr

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TOWN OF HILTON HEAD ISLAND, SC

MKSK
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CHAPLIN COMMUNITY PARK

TOWN OF HILTON HEAD ISLAND // MAY 2024
PARK MASTER PLAN REVIEW

MKSK

CHAPLIN COMMUNITY PARK

MASTER PLAN

MULTI-USE FIELDS

- FIVE (5) MULTI-USE ATHLETIC FIELDS (SOCCER)
- MULTI-USE PARK FACILITY & RESTROOM
- LARGE PICNIC PAVILION (40' X 60')

SPORTS

- SIX (6) PICKLEBALL COURTS
- SIX (6) TENNIS COURTS & RESTROOM

BASKETBALL

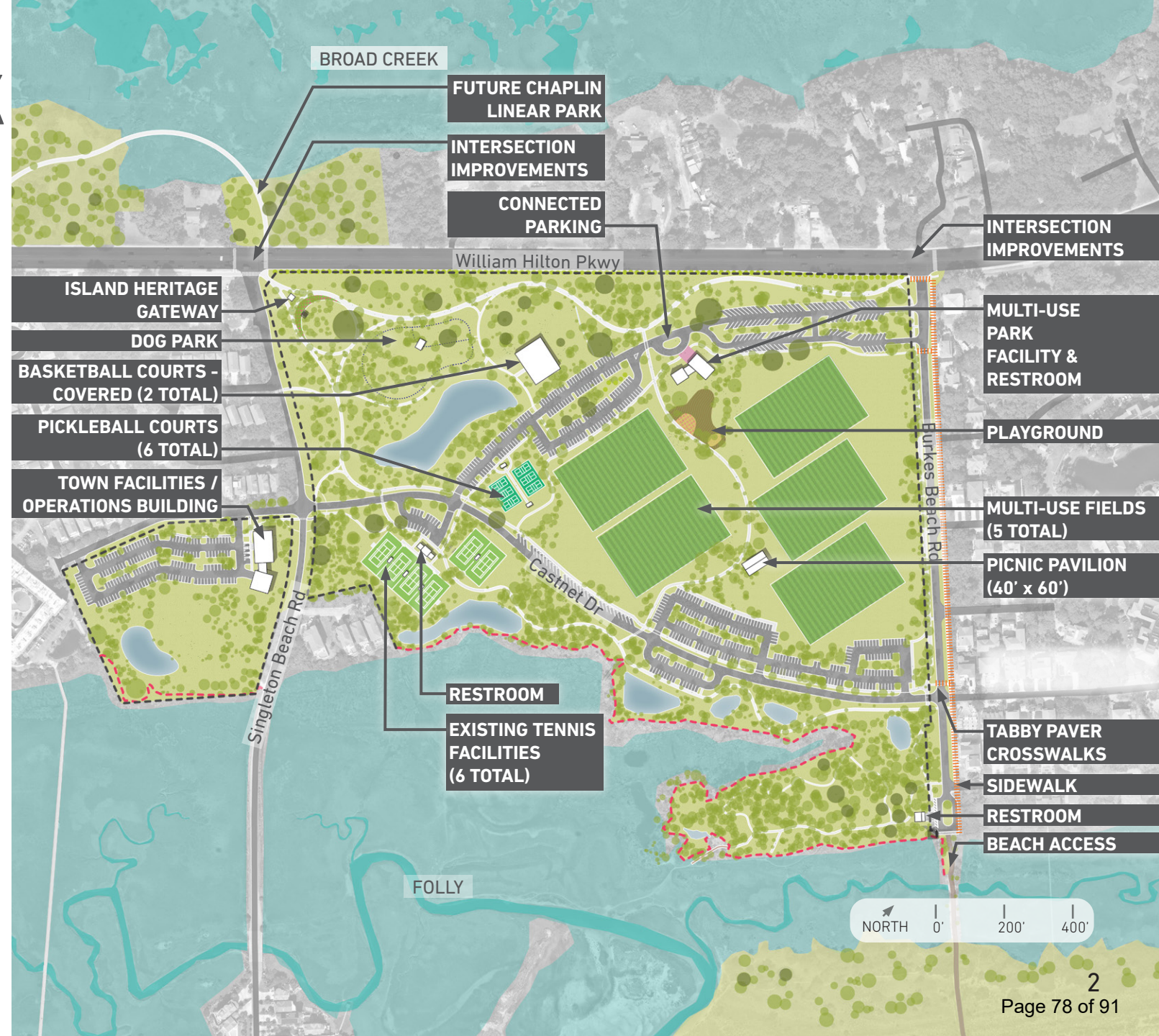
- TWO (2) COVERED BASKETBALL COURTS

ADDITIONAL ELEMENTS

- DOG PARK (+/- 1.0 AC)
- PLAYGROUND (+/- 0.5 AC)
- RESTROOM
- ISLAND HERITAGE GATEWAY
- BEACH ACCESS
- CONNECTED PARKING, SIDEWALKS, AND INTERSECTION IMPROVEMENTS
- BICYCLE PARKING PROVIDED THROUGHOUT PARK
- TOWN FACILITIES / BEACH OPERATIONS BUILDING
- TROLLEY STOP

PARKING

- TOTAL VEHICULAR PARKING SPACES INCREASES FROM 382 SPACES TO 631 SPACES



CHAPLIN COMMUNITY PARK

CONCEPTUAL IMAGERY

- PROVIDE ELEMENTS OF A NEIGHBORHOOD PARK WITH ACTIVE RECREATION
- PROVIDE PLACES FOR PEOPLE TO GATHER
- SHARE THE STORY OF THE HISTORY / CULTURE OF BURKES BEACH AND SINGLETON BEACH
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- DEVELOP IMPACTFUL AND MEANINGFUL COMMUNITY SPACE
- CONNECT TO THE SURROUNDING NATURAL LANDSCAPES AND BEACH
- REVITALIZE THE EXISTING LAGOON





CHAPLIN COMMUNITY PARK MASTER PLAN

TOWN OF HILTON HEAD ISLAND, SC

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TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Bryan McIlwee, PE, *Director of Public Projects & Facilities*
VIA: Marc Orlando, ICMA-CM, *Town Manager*
VIA: Shawn Colin, AICP, *Asst. Town Manager - Community Development*
DATE: May 21, 2024
SUBJECT: Consideration of a Resolution to Adopt a Master Plan for Chaplin Community Park

RECOMMENDATION:

Consideration of a Resolution (Attachment 1) to adopt the Master Plan for Chaplin Community Park (Attachment 2) which includes the following park components:

Multi-Use Fields

- Five (5) multi-use athletic fields (soccer)
- Multi-use park facility and restroom
- 40'x60' picnic pavilion

Racquet Sports

- Six (6) pickleball courts
- Six (6) tennis courts and restroom

Basketball

- Two (2) covered basketball courts

Additional Elements

- Dog Park – ±1 acre
- Playground – ± 0.5 acre
- Restroom
- Island Heritage Gateway
- Beach access
- Connected parking, sidewalks, and intersection improvements
- Bicycle parking provided throughout park
- Town Facilities/Beach Operations building
- Trolley stop

Parking

- Total parking spaces increases from 382 spaces to 631 spaces

BACKGROUND:

In 1995, the Town acquired the Ferguson/Singleton Tract and the Seaside Tract to provide a future community park. Preliminary planning for the Chaplin Community Park was initiated as part of the Town's first Parks and Recreation Plan that same year. The design and construction of the park began in 1999 and was completed in early 2001.

For two decades, Chaplin Community Park has remained the Town's largest and most diverse public park space with opportunities for soccer, baseball/softball, basketball, tennis, multi-use pathways, beach access, restrooms, pavilions, and a dog park. The property also includes extensive salt marshes, freshwater wetlands, and storm water management facilities.

The park is one of two areas designated for storm debris management. The large open areas provided by the sports fields currently provide the necessary operational space for mulching and hauling operations after significant storm events such as Hurricane Matthew in 2016.

In 2020 the Town updated the Parks and Recreation Master Plan. The intent of this effort was to take inventory of existing parks and recreation facilities and to assess their relevancy and current levels of service based on input from the community. As part of this plan, preliminary recommendations were made for Chaplin Community Park, which included development of a new Concept Plan.

Planning and design for the park redevelopment began in 2021 and included the following meetings and stakeholder input:

- August 23, 2021 – Chaplin Community Park and Crossings Park Redevelopment Project Kick-off Workshop
- August 24, 2021 – Chaplin Community Park and Crossings Park Project Overview and Discussion at Parks & Recreation Commission meeting
- September 8, 2022 - A preliminary concept presented at the Town Council Strategic Planning Workshop.
- February 14, 2023 - Preliminary Master Plan presented during Town Council Workshop.
- June 14, 2023 - Revised Preliminary Master Plan reviewed at Town Council Workshop.
- January 23, 2024 - Revised Draft Master Plan reviewed at a Town Council Workshop upon which the following refinements were made:
 - Provide more Pickleball courts and/or find alternate locations for an 18 or 24 court Pickleball facility.
 - Distribute bicycle parking in strategic locations around the park.
 - Consider/coordinate disaster recover/debris management site elsewhere.
 - Provide two (2) middle school sized basketball courts.
 - Highlight the connection of Chaplin Linear Park from Broad Creek to Burkes Beach
 - Provide a trolley stop location.

- Provide indoor/outdoor storage for Island Recreation Association programming.
 - March 14, 2024 - Parks & Recreation Commission voted unanimously to forward a recommendation of approval of Draft Master Plan to Town Council with the following conditions:
 - If possible, pickleball courts be limited to six (6).
- In response to this recommendation staff has included the following element in the Master Plan:
- Six pickleball courts

NEXT STEPS:

Staff is recommending Town Council consideration of a Resolution to approve the Master Plan for Chaplin Community Park. Pending Town Council adoption of the Master Plan, next steps are as follows:

- Final Design/Permitting – July 2024 through June 2025

ATTACHMENTS:

1. Resolution
2. Chaplin Community Park Master Plan
3. Presentation

**A RESOLUTION BY THE HILTON HEAD ISLAND TOWN COUNCIL
ADOPTING THE MASTER PLAN FOR THE RENOVATION OF CHAPLIN
COMMUNITY PARK**

WHEREAS, the Town of Hilton Head Island (the “Town”) owns an approximately 99 acres across 6 parcels known as Chaplin Community Park in the historic Chaplin community; and

WHEREAS, for two decades, Chaplin Community Park has remained the Town’s largest and most diversified public park space with opportunities for soccer, baseball/softball, basketball, tennis, multi-use pathways, beach access, restrooms, pavilions, and a large dog park. The property also includes extensive salt marshes, freshwater wetlands, and storm water management facilities; and

WHEREAS, in 2020 the Town updated the Parks and Recreation Master Plan with the intent take an inventory of existing parks and recreation facilities and to assess their relevancy and current levels of service based on input from the community; and

WHEREAS, as part of this plan, preliminary recommendations were made for Chaplin Community Park, which included development of a new Master Plan; and

WHEREAS, the Town staff presented a draft master plan (“Master Plan”) the Parks and Recreation Commission on March 14, 2024; and

WHEREAS, the Parks and Recreation Commission voted unanimously to recommend approval of the Master Plan for Chaplin Community Park with conditions:

- (a) that the number of pickleball courts be limited to 6; and,

WHEREAS, the Hilton Head Island Town Council desires to adopt the Chaplin Park Master Plan as shown on the attached Exhibit “A.”

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

1. The Town Council hereby adopts the May, 2024, Master Plan for Chaplin Park, a copy of which is attached hereto as Exhibit “A.”
2. The Town Manager is authorized to utilize the Master Plan for Chaplin Park for the preparation of final design and construction plans for renovations to Chaplin Park.
3. This resolution shall be effective immediately upon its adoption.

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

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member:_____



BROAD CREEK

EXHIBIT A

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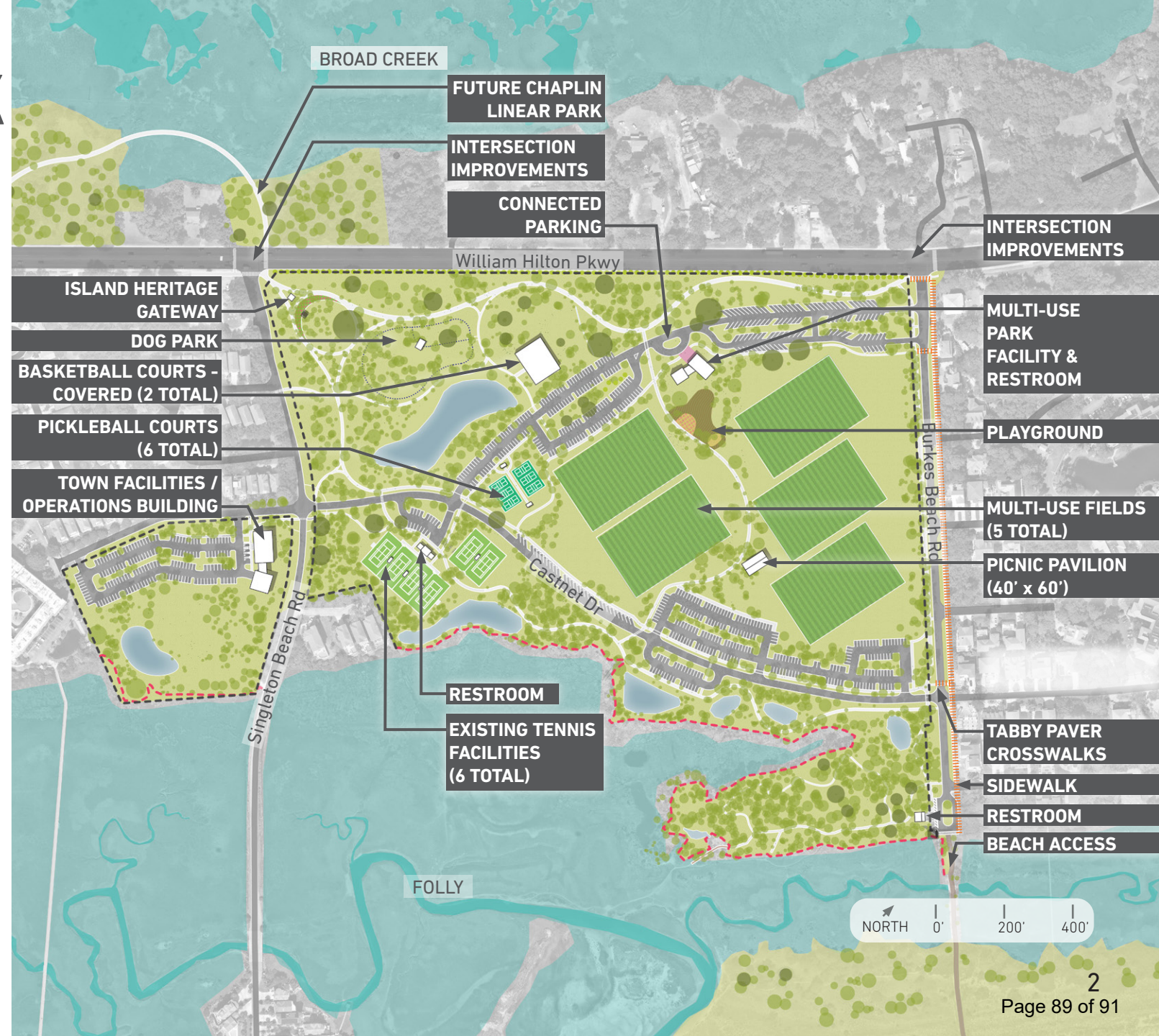
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