



Town of Hilton Head Island

Town Council Meeting

Tuesday, August 20, 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 – Rabbi Brad Bloom, Congregation Beth Yam**
- 4. Adoption of the Agenda**
- 5. Approval of the Minutes**
 - a. Regular Meeting Minutes of June 18, 2024
 - b. Regular Meeting Minutes of July 23, 2024
 - c. Emergency Meeting Minutes of August 6, 2024
- 6. Presentations and Recognitions**
 - a. Report of the Town Manager
 - b. Hilton Head Island Destination Marketing Organization (DMO) Quarterly Report - Angie Stone, Assistant Town Manager
- 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. Unfinished Business

- a. Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina Authorizing the Execution and Delivery of Easements to the Hilton Head Public Service District Encumbering Real Estate Owned by the Town of Hilton Head Island, South Carolina Under the Authority of S.C. Code Ann. Section 5-7-40 and Section 2-7-20, Municipal Code of the Town of Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date - Second and Final Reading - Josh Gruber, Deputy Town Manager

9. New Business

- a. Consideration of a Resolution Authorizing the Town Manager to Execute an Intergovernmental Agreement with Beaufort County for the William Hilton Parkway Safety and Pedestrian Improvements from Beach City Road to Dillon Road and along Palmetto Bay Road - Shawn Colin, Assistant Town Manager
- b. Consideration of a Resolution to Support a Best Buddies Certified Inclusive Playground at Shelter Cove Community Park - Shawn Colin, Assistant Town Manager

10. Public Comment - Non Agenda Items

11. Executive Session

- a. 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)(1)) related to:
 - 1. Pope Avenue Area
 - 2. St. James Baptist Church Relocation
 - 3. Marshland Road Area
 - 4. South Forest Beach Drive Area
 - 5. Easement Requests by the South Island Public Service District
 - a. Pope Avenue
 - b. William Hilton Parkway
 - c. Wexford Drive
 - 6. Mitchelville Road Area
 - 7. Beach City Road Area
- b. Discussion of the Employment, Appointment, Compensation, Promotion, Demotion, Discipline, or Release of a Person Regulated by a Public Body

(Pursuant to South Carolina Freedom of Information Act 30-4-70 (a)(1)) related to:

1. Discussion of the Annual Performance Review of the Town Attorney and Contractual Matters Related Hereto

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, June 18, 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; Alex Brown, Ward 1; Patsy Brison, Ward 2; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Glenn Stanford, Ward 6

Invocation – Pastor Brett Meyers, First Baptist Church of Hilton Head Island

Pastor Meyers delivered the invocation.

Adoption of the Agenda

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

Adoption of the Minutes

Regular Meeting Minutes of June 4, 2024

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

Report of the Town Manager

Mr. Orlando introduced Derrick Coaxum, Facilities Director. He stated Mr. Coaxum previously worked at the Town and has more than 25 years of experience and welcomed him back as part of the team.

General Reports from Town Council

Mayor Perry announced that the originally scheduled meeting for Thursday, June 20 at 3:00 p.m. has been changed from a meeting to a workshop where the discussion regarding the William Hilton Parkway Gateway Corridor Project will continue. He stated the room set-up will be the same as a Town Council meeting to accommodate the attendees.

Ms. Brison referenced Wednesday, June 19 as Juneteenth and expressed her appreciation to the Mitchelville Board of Directors for the wonderful celebration held on Saturday, June 15.

Mr. Ames recognized Sam Gillman stating he will be competing in the trials for the United States Olympic Team in the 1500 meter race on Friday, June 21 at 8pm. He encouraged all to root Sam on in his endeavor.

Report of the Lowcountry Area Transportation Study - Glenn Stanford

Mr. Stanford stated there was a meeting on June 7 and reviewed the County-wide Transportation Impact Analysis ordinance in an effort to move it forward, they approved support for the South Carolina Department of Transportation (SCDOT) East Coast Greenway Active Transportation infrastructure investment, and discussion regarding

Section 5.b of the Bluffton Parkway Project. He added that SCDOT presented a report on where the improvements to Interstate 95 will occur.

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

Mr. Stanford stated the Board met on May 28 and received an update from Joel Taylor, President, Hilton Head Regional Hospital regarding the new ownership and the impacts emphasizing the large investment the new owners are going to make in the hospital facilities. Beaufort County Council Chairman conducted a presentation regarding the proposed tax referendum.

Report of the Island Recreation Association Board - Alex Brown

No report.

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

Ms. Becker stated the Committee has conducted interviews for upcoming vacancies for boards, commissions and committees and will be making recommendations to the full Council during Executive Session.

Report of the Public Planning Committee - David Ames

No report.

Report of the Finance and Administrative Committee - Alex Brown

No report.

Appearance by Citizens

John Casey addressed Council expressing his appreciation that Thursday's meeting is now a workshop to further the William Hilton Parkway Corridor Project.

John Davidson addressed Council regarding the need to focus on how decisions impact health care providers and workers. He stated the primary responsibility of Council is the enhancement of property values. He expressed his opinion the Town needs to hire an Urban Economic Law Firm.

Skip Hoagland addressed Council stating the need for transparency and a forensic audit.

Unfinished Business

Consideration of an Ordinance Amending Section 10-5-50 of the Municipal Code of the Town of Hilton Head Island to Award a Non-Exclusive Commercial Beach Franchise Agreement - Second and Final Reading - Josh Gruber, Deputy Town Manager

Mr. Gruber assured Council that everything discussed at the June 4 Town Council meeting has been incorporated into the document before them for consideration of approval.

Mayor Perry asked for public comment. There was none.

Council members made comments, asked questions and held discussion regarding: confirmation that the Franchise Fee is 3%.

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

Consideration of an Ordinance Amending Sections 2-5-15 (Public Meetings and Public Hearings of Town Council and Boards and Commissions); 2-5-50 (Agenda and Order of Business); 2-5-70 (Appearance by Citizens During Public Meetings); and 2-5-80 (Rules of Decorum) of the Municipal code of the Town of Hilton Head Island - Second and Final Reading - Josh Gruber

Mr. Gruber stated there were no changes to the proposed ordinance since first reading. He added there have been no public comments or feedback submitted. He said the item changes code regarding the order of items on agendas, the process by which people can make public comment and an outline of the expected behavior when speaking at public meetings

Mayor Perry asked for public comment.

John Davidson addressed Council suggesting asking people who speak during public comment if they are taxpayers and how they are impacted by the item being addressed because the primary duty of this Council is to promote the growth of real property values.

Mr. Ames moved to approve. Mr. Alfred seconded.

Council members made comments, asked questions and held discussion regarding: inquiry as to how the public is going to be educated and informed regarding the rules; inquiry as to how Boards, Committees and Commissions will be trained; confirmation this will define the expectations regarding conduct and procedures when there are public comments; confirmation ongoing training will take place annually for all Boards, Committees and Commissions and a confirmation public comment will still take place regarding agenda items and non-agenda items.

Ms. Becker voiced her opposition to the ordinance stating her belief that it is a violation of the First Amendment, she further inquired as to what resources were used to determine behavior and decorum requirements.

Motion carried 6-1 (Becker opposed).

Skip Hoagland addressed Council regarding the question of legality when it comes to awarding Power of Attorney to a second party to speak on your behalf.

Chester Williams stated Council has the right to regulate the time, place and manner of speech but not what an individual can say.

Christopher Cliffe inquired as to why this is being done.

Mr. Gruber continued by highlighting the revisions that were being addressed which are an attempt to clean up matters within Code in order to go through the order of business of Council and take public comment at the appropriate times.

New Business

Consideration of an Ordinance of the Town of Hilton Head Island Authorizing the Execution and Delivery of Quit Claim Deeds for a Portion of Property Owned by the Town

of Hilton Head Island Identified as 54 Muddy Creek Road and the Purchase of a Stormwater Easement for the Same - First Reading - Josh Gruber, Deputy Town Manager

Mr. Gruber conducted a presentation regarding the item. He went through a chronological order of how and why this item is pending before Council.

Several years ago, the Town was contacted by members of the Williams/Jones family who were concerned that a portion of their family property located at 54 Muddy Creek Road had been inappropriately acquired by the Town. Staff and the Town Attorney conducted a search of the Town's property records associated with this acquisition and determined that the Town purchased its property in 2003 for a purchase price of \$22,000.

The Town's title derives from a deed from Mr. Hubert Bernheim, that was recorded at the time of the Town's acquisition in 2003. Mr. Bernheim's title derives from a Treasurer's tax deed he received in 1996. The property that Mr. Bernheim bought at the tax sale was titled in the name of a "William Campbell." Neither the Town nor Mr. Bernheim cleared the title to the property and therefore, the Town's title is uncertain, and a title clearance action would have to be pursued to establish its ownership of the property. Sometime after 2003, a sewer lift station was installed on the southernmost portion of the Town's property. That use continues to the present day and is currently fenced in on the property.

While the Town was researching the title issues associated with this property, staff within the Stormwater Division determined that it was necessary to acquire an easement on a portion of this property as well as a portion of the main Williams Family property. A survey identifying this easement along with a corresponding property appraisal establishing the purchase value of the easement was obtained. Information pertaining to both items is enclosed as Attachments 1 and 2 respectively.

Based upon extensive discussions with the Williams/Jones family, the Town is proposing to exchange Quit Claim Deeds with the family to release any interest that it may have in the 54 Muddy Creek Road parcel while at the same time solidifying its interest in the sewer lift station property which would be retained. Additionally, the Town would purchase the stormwater easement from the family once these Quit Claim Deeds have been exchanged and recorded by the parties. The Town's appraisal indicated a fair market value of \$27,904. Based upon negotiations with the Williams/Jones family, they have requested compensation of \$35,000 to sign over the requested easement. Staff supports this requested value and believes that it is justifiable under the circumstances of this transaction.

If the Town Council is supportive of exchanging the quit claims deeds identified above as well as supporting the acquisition of a stormwater easement for the requested \$35,000, an Ordinance authorizing the transfer of the property and a Resolution authorizing the purchase of the property will be prepared by the Town Attorney for consideration by Town Council.

Mayor Perry asked for public comment.

John Davidson addressed Council inquiring as to the merit of the transaction

Skip Hoagland addressed Council stating all transactions should benefit the Town.

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

Council members made comments, asked questions and held discussion regarding: confirmation the public benefit to this transaction is that the Town is able to maintain the

sewer lift station and also gain an easement for stormwater purposes; inquiry as to how the \$35,000 purchase price was determined; and confirmation fair market value was considered.

Motion carried 7-0.

Consideration of a Resolution to Accept the Hilton Head Island Conditions and Trends Assessment - Shawn Colin, Assistant Town Manager

Shawn Colin provided a presentation and the following information:

The Town of Hilton Head Conditions and Trends Assessment has been presented to the Public Planning Committee on 3 occasions. The most recent presentation on May 9, 2024, was to address all outstanding questions and feedback on the report. At that meeting, the Town of Hilton Head Public Planning Committee voted 4 to 0 to recommend that Town Council consider a resolution to accept the Town of Hilton Head Conditions and Trends Assessment.

This assessment is the result of the Island's pursuit of excellence in serving the community through decision-making based on these facts and trends. Town Council named the establishment of a Growth Management Strategy as one of the top 15 priorities for the town. This project was a key primary step to help shape that strategy. As a living document, the Conditions and Trends Assessment will be updated regularly to continuously monitor community datapoints, benchmarks and indicators for the Town of Hilton Head Island.

The report and dataset are designed to enhance the community's shared understanding of current and emergent issues. This assessment will be used by the Town in several ways including:

- Provide a common starting point
 - Add context to community conversations with respect local and regional trends
 - Connect key information; share source data and resources
 - Remove the mystery on community needs, gaps, or opportunities
- Inform future plans and studies
 - Provide base set of findings to help initially focus and direct work
 - Accelerate the data assembly process with ready-made resources, tables, maps, and other resources
 - Uncover pressing or emergent issues, opportunities, and/or needs
 - Synchronize data across multiple planning efforts, departments, and community partners
- Measure progress
 - Take a moment-in-time "snapshot" of the Island across multiple trends
 - Measure progress or movement against this benchmark
 - Evaluate policy effectiveness
 - Quantify short and long-term impacts of major projects

The Town of Hilton Head Conditions and Trends Assessment pulls together benchmark community information and statistics in 10 key topic areas including:

- Demographics
- Workforce
- Economics
- Real Estate
- Natural and Cultural Environment
- Housing
- Governance
- Community Engagement
- Systems
- Land Use

Mayor Perry asked for public comment.

Skip Hoagland addressed Council stating the Bridge Corridor project should be stopped.

Christopher Cliffe addressed Council and complimented the Community Development Team on producing a fabulous document with important information.

John Davidson addressed Council stating the greater amount of data, the better decisions can be made by the Town.

Mr. Ames moved to approve. Mr. Alfred seconded.

Ms. Becker voiced her concerns regarding the foundation for future land use and with those concerns voiced her opposition to the resolution.

Motion carried 6-1 (Becker opposed).

Executive Session

Discussion of Appointment to Boards, Commissions, and Committees [Pursuant to the South Carolina Freedom of Information Act Section 30-4-70(a)(1)] related to:

1. Accommodations Tax Advisory Committee
2. Board of Zoning Appeals
3. Construction Board of Adjustments and Appeals
4. Design Review Board
5. Gullah Geechee Historic Neighborhood Community Development Corporation
6. Gullah Geechee Task Force
7. Housing Action Committee
8. Parks and Recreation Commission
9. Planning Commission

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)]

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 4:04 p.m. Mr. Ames moved to enter into Executive Session for the reasons cited by the Town Manager. Ms. Brison seconded. Motion carried 7-0

At 4:59 p.m. Ms. Brison moved to come out of Executive Session. Mr. Stanford

seconded. Motion carried 7-0.

Action from Executive Session

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

Mr. Ames moved to appoint Ray Kisiah, Ruthie Kucharewski and reappoint Christina Kristian to the Parks and Recreation Commission with terms ending 06/30/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to appoint Ed Cordes and reappoint Tom Henz, Ellen Whaley and Bruce Siebold to the Planning Commission with terms ending 06/20/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to appoint Megan Fitzpatrick, Kevin Bradenburg, Patricia Pastor and reappoint Tom Parker to the Design Review Board with terms ending 06/30/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to reappoint Pastor Louis Johnson to the Gullah Geechee Historic Neighborhoods Community Development Corporation with a term ending 06/30/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to appoint Thomas Dowling, Adriaan Radder and reappoint John Farrell to the Accommodations Tax Advisory Committee with terms ending 06/30/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to appoint Carolyn McVitty and reappoint David Fingerhut and Michael Sackheim to the Board of Zoning Appeals with terms ending 06/30/2027. Ms. Becker seconded. Motion carried 7-0.

Mr. Ames moved to approve a Resolution approving a Development Agreement for Workforce Housing between the Town of Hilton Head Island and OneStreet Residential. Ms. Brison seconded. Motion carried 6-1 (Becker opposed).

Adjournment

The meeting was adjourned at 5:10 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



Town of Hilton Head Island TOWN COUNCIL MEETING Tuesday, July 23, 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; Alex Brown, Ward 1; Patsy Brison, Ward 2; Tammy Becker, Ward 4; Steve Alfred, Ward 5; Glenn Stanford, Ward 6

Invocation – Reverend Diane Knauf, First Presbyterian Church

Reverend Knauf delivered the invocation.

Adoption of the Agenda

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

Approval of the Minutes

Special Workshop Minutes of June 17, 2024

Regular Meeting Minutes of June 18, 2024

Special Workshop Minutes of June 20, 2024

Special Meeting Minutes of June 28, 2024

Mr. Ames moved to approve the minutes of June 17, June 18, June 20 and June 28. Mr. Alfred seconded.

Ms. Brison stated that considering the length of time the meetings took, she would like more time to review the minutes. **Ms. Brison moved to amend the motion to put off consideration of the minutes until the next meeting. Ms. Becker seconded. The amended motion carried 7-0.**

Mr. Ames withdrew his original motion.

Report of the Town Manager

Mr. Orlando shared the following:

Office of Cultural Affairs

The Office of Cultural Affairs was recently awarded a Festivals Grant from the South Carolina Arts Commission, which receives support from the National Endowment of the Arts. These matching funds (\$6,750) will help underwrite the Lantern Parade production expenses including artist fees. The Hilton Head Island Lantern Parade was first held in

2019 and has become a favorite community tradition since then. Having the support of the South Carolina Arts Commission is greatly appreciated and affirms the Town's commitment to the arts in our community.

Community Development

On June 10, Chris Lewis joined the Planning Department as our Building Official. Chris brings extensive expertise to our team with over 30 years of experience in the architecture, building and construction industry and 16 years specializing in local government building, inspections, and plan review. His responsibilities as Building Official are to ensure the built environment on Hilton Head Island is safe for all. He oversees a team within the Building, Inspections and Compliance Division ensuring that construction activities follow codes and safety regulations. Chris's solutions-oriented approach and industry leadership experience make him a valuable addition to the Planning Department. Chris has already been impactful in helping to navigate some very large and complex projects on the Island.

Interns

Josh Cunningham

Joshua joined us as an IT Intern effective June 3, 2024. Joshua is a driven Information Technology student from Towson University, specializing in Data Analytics.

He has demonstrated his skills through various programming projects and has been actively involved in community service, supporting initiatives such as food and clothing drives and facilitating youth financial literacy workshops. Reporting to Tommy Sunday, Technology & Innovation Director, Joshua will provide administrative and technical support to the Technology & Innovation Department

Kendal Wagner

Kendal joined us as a Planning Intern effective May 22, 2024. Kendal is a dedicated student from the College of Charleston, where she is pursuing degrees in Historical Preservation and Community Planning, as well as Anthropology. Kendal brings experience in community engagement and leadership, having served as the President of the Ballroom Dance Club and volunteering at various organizations including Kaleidoscope Tutoring and Volunteers in Medicine. Reporting to Shea Farrar, Principal Planner, Kendal will contribute to major project initiatives in our Community Planning Division.

Sand Shark Welcome Week proclamation

Laura Bessent and Makayla Mays were present to accept the proclamation.

Parks and Recreation Month Proclamation

Kristen Keller, President, Island Recreation Association, Leah Arnold, Deputy Parks and Recreation Executive Director and a number of Island Recreation Association youth participants were present to accept the proclamation.

Office of Cultural Affairs – Update – Natalie Harvey, Director of Cultural Affairs

Ms. Harvey provided an update noting it is great seeing members of Council at many of the cultural events and activities. She informed Council regarding what has taken place

and future planned events and promotional activities.

Promote Hilton Head Island's Art, Culture, and History

- Increased listings on CultureHHI.org event calendar
- Sponsored content with Georgia Public Broadcasting
- Distribution of Cultural Trail Map to visitors and residents
- Social Media followers (9,800 FB, 1,900 IG) and E-Newsletter subscribers (5,340) up 10% in FY24.

Increase the community's access to cultural, historical, and artistic experiences.

- 2 artist exhibits each month at Island Rec Center
- Assisted Arts Center of Coastal Carolina with a mural commission for Hilton Head Island Middle School

Create and implement community-oriented programs, events, and experiences connected to arts and culture.

- Rock painting activity at Island Rec Center's Party in the Park + Maker's Fair in cooperation with The Breeze Trolley
- Lantern workshops this fall
- Pursue a Cultural District application with SC Arts Commission in 2025

Public Art Projects

- Hilton Head Fishing Cooperative exhibit and mural unveiling
- Temporary installation at Shelter Cove Sculpture Trail changing in September

Outreach, Community Engagement, and Special Events

- Assisting with Juneteenth events at Historic Mitchelville Freedom Park
- OCA tents at community events (Gullah Celebration, Wingfest, Juneteenth, Oyster Festival, etc.) & attend events
- Presentations at 9 resort properties weekly – with over 6,000 in attendance since November.
- Attended SC Arts Advocacy Day in Columbia in February.

Crescendo and Lantern Parade

- Kickoff scheduled 10/15 – Guest artist, Grammy Award winner *Charlton Singleton & Contemporary Flow*

Hilton Head Island Jam September 19-22

Crescendo October 15 – November 23

Lantern Parade – 11/23

Community Tree Lighting & program December 7

Community Menorah Lighting – To be determined

Members of Council asked questions, made comments and held discussion regarding: the need to enhance the experiences on Hilton Head Island by advocating for the cultural district; the opinion that there are two cultural districts which are very different, one being in the Palmetto Bay Corridor which is more eclectic, informal and energetic and the other in the Shelter Cove area which has the more traditional kinds of art and cultural experiences; the need to advocate for district plans to include those cultural facilities in those areas; inquiry as to the advantages of seeking State designation as a cultural district; confirmation that the value of the designation would enhance the

important part of our community as well as provide a small amount of marketing dollars that can be used along with a printed map that would indicate where the sites are located; hopes that the Chamber will work with the Office of Cultural Affairs to deliver one or more cultural art districts; and recognition and appreciation conveyed for the efforts of the arts community regarding their participation in helping create the Office of Cultural Affairs.

General Reports from Town Council

Mayor Perry expressed condolences to the family of Steve and Mary Jo Riley regarding the recent loss of their son, Nate Riley, as a result of a tragic vehicular accident. He asked that all keep the Riley family in their prayers.

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

Mr. Ames reported the terminal expansion continues with the expectation steel will be arriving next week. He added that the airport was affected by the computer glitch which took place on Monday.

Report of the Southern Lowcountry Regional Board – Glenn Stanford

Mayor Perry reported on items of interest from the recently held meeting which included an update on the plastic bag ordinance and expected changes coming forward; discussion regarding cement trucks needing to take precautions regarding spills when transporting; solar projects; water and sewer for underserved areas; possible improvements for the Pinckney Island Boat Landing; an educational program planned as to where sales tax referendum funds have been utilized and an update regarding Jasper County proposed use for their sales tax referendum funds.

Report of the Island Recreation Association Board – Alex Brown

Mr. Brown reported summer camps are going well and fall registration is underway. He reported they have elected a new Board and he reviewed the list of officers.

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

No report.

Report of the Public Planning Committee – David Ames

Mr. Ames reported the Committee met and received an update from Palmetto Breeze regarding the trolley services and beach shuttle service.

Report of the Finance and Administrative Committee – Alex Brown

Mr. Brown reported the Committee received an update from Adriana Burnett, Finance Director, and they discussed future expectations from the department. He stated the

meeting dates for the Committee will be changing and encouraged people to take note of the changes.

Unfinished Business

Consideration of an Ordinance of the Town of Hilton Head Island Authorizing the Execution and Delivery of a Quit Claim Deeds for a Portion of Property Owned by the Town of Hilton Head Island and Beaufort County Identified as 54 Muddy Creek Road and the Purchase of a Stormwater Easement for the Same- Second and Final Reading - Josh Gruber, Deputy Town Manager

Mr. Gruber explained nothing had changed regarding the item since first reading held on June 18. He stated he was available to answer questions.

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

Mayor Perry asked for public comment. There was none

Motion carried 7-0.

New Business

Consideration of a Resolution Authorizing the Acceptance of a Donated Right-of- Way and Corresponding Pathway Easement for Property Located at 272 Mitchelville Road - Josh Gruber, Deputy Town Manager

Mr. Gruber provided information regarding the item and the location of the property.

Mr. Ames moved to approve. Mr. Alfred seconded.

Mayor Perry asked for public comment.

Chet Williams commented on the benefits of the paving dirt road program that this land donation will benefit and commended the donor. He stated he was happy to participate in the transaction.

Motion carried 7-0.

Consideration of a Resolution Relating to the Declaration of Intent by the Town of Hilton Head Island, South Carolina, to Reimburse Certain Expenditures Prior to the Execution and Delivery of a Tax-Exempt Equipment Lease for Purchase of Fire Rescue Vehicles in an Amount not to Exceed Twelve Million Dollars - John McGowan, Assistant Finance Director

John McGowan reviewed the background regarding the item

Town staff, including Fire Rescue Team leadership, had proposed replacing 10 fire vehicles as part of the FY2022 Budget, based on the vehicles exceeding their standard useful life of 10 years and growing repair costs/downtime associated with servicing these older vehicles. During the budget approval process, it was discussed that the funding for these vehicles would be sought through some form of an equipment lease. The funding for these equipment lease payments has subsequently been carried forward into the FY2023, FY2024 and FY2025 Budgets.

Based on the FY2022 budget approval, the Town entered into an agreement (“the 2021 Purchase Agreement”) with Safe Industries on December 1, 2021 (updated and extended on November 14, 2023) to provide 10 new fire vehicles (8 pumpers and 2 quints) to the Town for a total cost of \$7,450,473. Due to production delays and supply chain issues, the initial delivery of these vehicles was delayed several times. The Town has now begun taking delivery of these vehicles in June 2024 and is expected to take delivery of all additional vehicles between July and December of 2024. Payment of each vehicle is due within 30 days of each delivery, and the Town will initially pay for each vehicle purchased under the 2021 Purchase Agreement via cash from the Hospitality Tax revenues.

Additionally, as part of the approved FY2025 Budget, funding was included to allow for the acquisition of two ladder trucks, as the Town’s two existing ladder trucks have now also reached the end of their useful life. Delivery of these ladder trucks is expected in late FY2025. The Finance team will work with Fire Rescue leadership to execute another purchase agreement to acquire these vehicles.

These FY2025 ladder trucks will also be purchased from Safe Industries, at a cost of \$4,500,000, thereby creating a combined purchase price of just under \$12,000,000 for all vehicles (FY2022 purchase: 8 pumpers, 2 quints; FY2025 purchase: 2 ladder trucks).

The plan is to reimburse the Hospitality Tax revenues for the upfront acquisition costs through an equipment lease arrangement. Given that the delivery of these vehicles is being spread out over multiple months, it is necessary to prepare documentation for Town Council’s approval that will allow the Town to roll all these purchases into a single TaxExempt Equipment Lease.

The proposed Tax-Exempt Equipment Lease agreement will not count against the Town’s 8% General Obligation Bond limitation, though it will be a long-term obligation of the Town until it is paid off.

If approved by the Town Council, this reimbursement action would preserve a strong FY2025 Hospitality Tax fund balance and allows the Town to pursue additional approved capital projects. Additionally, matching the Town’s annual lease payments to the anticipated 10-year useful life of the fire trucks is a more equitable way of paying for this long-term capital improvement relative to a one-time FY2025 \$12 million Hospitality Tax fund cash expenditure

Mr. Ames moved to approve. Mr. Alfred seconded.

Mayor Perry asked for public comment. There was none.

Members of Council asked questions, made comments and held discussion regarding: inquiry as to any financial savings incurred by doing a lease rather than purchasing outright; confirmation that the funds the Town has invested have a higher rate of return than the cost of the lease; confirmation hospitality fund revenues will be utilized.

Motion carried 7-0.

Public Comment - Non Agenda Items

None.

Executive Session

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. Pope Avenue Area
2. Hilton Head Public Service District Easement Request at the Old Welcome Center Tract
3. Hilton Head Public Service District Easement Request at the Ashmore Tract
4. Former Modern Classic Motors Site
5. Former Driftwood Stables
6. Status Update on Beaufort County Greenspace Applications
 - a. Mitchelville Road
 - b. Jonesville Road
 - c. Marshland Road
 - d. Williams Hilton Parkway

Discussion Regarding the Development of Security Personnel or Devices (Pursuant to South Carolina Freedom of Information Act 30-4-70(a)(3))

1. Receipt of Legal Advice from the Town Attorney on the Use of Automatic License Plate Readers

Discussion of the Employment, Appointment, Compensation, Promotion, Demotion, Discipline, or Release of a Person Regulated by a Public Body (Pursuant to South Carolina Freedom of Information Act 30-4-70(a)(1)) related to:

1. Discussion of the Annual Performance Review of the Town Attorney and Contractual Matters Related Thereto.

At 3:53 p.m. Mr. Ames moved to enter into Executive Session for the purposes stated by the Town Manager listed above. Mr. Alfred seconded. Motion carried 7-0.

At 6:18 p.m. Mr. Ames moved to end Executive Session and return to the meeting. Mr. Stanford seconded. Motion carried 7-0.

Action from Executive Session

Mayor Perry asked if there was any action to be taken as a result of Executive Session.

Mr. Ames moved that the Town Council authorize the Mayor and Town Manager to execute and deliver easements in favor of Hilton Head No. 1 Public Service District allowing for the installation, maintenance and operation of wells and associated electrical and mechanical equipment, and for the installation, maintenance and operation of underground water lines. Mr. Alfred seconded. Motion carried 7-0.

Adjournment

The meeting adjourned at 6:22 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



Town of Hilton Head Island

EMERGENCY TOWN COUNCIL MEETING

Tuesday, August 6, 2024, 9:30 AM

Minutes

Call to Order

Mayor Perry called the meeting to order at 9:30 a.m.

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

Council Members absent: David Ames, Ward 3, Mayor Pro-Tempore

Adoption of the Agenda

Mr. Stanford moved to approve. Ms. Becker seconded. Motion carried 6-0.

Review of Town of Hilton Head Island Municipal Code Section 7-7-20 - Curtis Coltrane, Town Attorney

Mayor Perry invited Mr. Coltrane to conduct a review of the Code.

Mr. Coltrane explained the Code authorizes the Mayor to declare a State of Emergency at the Town when there is an emergency that threatens or endangers lives and property. He stated this is done by a public proclamation by the Mayor which was issued August 5, 2024 following the declaration of a State of Emergency by the Governor of the State of South Carolina which was followed by a declaration of a State of Emergency by Beaufort County. He explained that by holding this meeting, Council has met its obligation required by Code.

Town of Hilton Head Island Declaration of State of Emergency - Mayor Alan Perry

Mayor Perry invited Mr. Orlando to explain what the Declaration by the State provides for the Town of Hilton Head Island.

Mr. Orlando explained that basically the declaration allows the Town to be reimbursed for the work being done after the fact and allows the Mayor to enact any certain contract that Council may have or need to have along the way. He added that it also declares to the Community, from a perspective of the State of Emergency, the Town is on call and standby and the Emergency Operations Center (EOC) is activated.

Mayor Perry invited Chief Blankenship and Tom Dunn, Emergency Manager to review what had transpired over the past 24 to 36 hours.

Mr. Dunn reported the EOC has been fully functioning since Monday morning noting that a lot of work had gone on before that, but they officially opened yesterday. He explained Fire Rescue has responded to 15 downed trees with one landing on a structure. He stated Palmetto Electric reported 5,700 power outages last evening and

all have been restored with the exception of about 200 customers for which they have crews on site and are working on restoring. Storm water staff has been out in the field and are closely monitoring the system as well as ensuring drains are cleared. Staff continues to work with our partners in lowering lagoons to make sure there is capacity for additional water. Fire Rescue has upstaffed the engines and medics along with having three boat crews in place. As of this morning the total rainfall over the last 24 hours is at about 10 inches by our gauges.

Chief Blankenship reassured all that Fire Rescue is ready to respond along with the number of staff members at the EOC.

It was noted that the Mayor and Town Manager are meeting regularly with members at the EOC to receive reports concerning what has transpired and the plans to respond.

Town Council Discussion

Council member asked questions, made comments and held discussion regarding: inquiry into injuries; confirmation that there have been no storm-related injuries reported at this point; inquiry regarding ponding on the roads; confirmation there has been localized flooding in usual spots and Storm Water staff is addressing isolated flooding regularly and there have been no road closures at this point during the storm; confirmation that there were no injuries from the tree that fell on a structure; appreciation expressed regarding the MyHHI Mobile app Dashboard that has been activated; inquiry into upcoming preparations; and confirmation the storm is not over and there are at least 44-48 hours that need to be monitored closely as yesterday's event could recur.

Mayor Perry encouraged all Council members to email their contact list with updates regarding the storm.

Mr. Orlando thanked Mayor Perry for his support and involvement and thanked Council members for passing on information regarding their concerns and thoughts regarding the storm. He requested all to encourage citizens to utilize the MyHHI mobile application.

Adjournment

At 9:41 a.m. Ms. Brison moved to adjourn. Mr. Stanford seconded. Motion carried 6-0.

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



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council Members
FROM: Joshua Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager, ICMA-CM*
DATE: August 20, 2024
SUBJECT: Consideration of an Ordinance of the Town of Hilton Head Island, South Carolina Authorizing the Execution and Delivery of Easements to the Hilton Head Public Service District Encumbering Real Estate Owned by the Town of Hilton Head Island, South Carolina Under the Authority of S.C. Code Ann. Section 5-7-40 and Section 2-7-20, Municipal Code of the Town of Hilton Head Island, South Carolina, and Providing for Severability and an Effective Date

RECOMMENDATION:

Town Council is requested to consider approving an Ordinance authorizing various modifications to utility easements that were previously granted to the Hilton Head Public Service District (HHPSD) as well as new easements that are being sought to support the installation of the Reverse Osmosis Well on the Old Welcome Center Tract (aka "RO-4 Well") and the Aquifer Storage and Recovery (ASR) facility on the Ashmore Tract. A copy of correspondence from the HHPSD providing an overview of both projects is enclosed as Attachment 1.

If the Town Council supports these requested modifications and the granting of new easements on the Jenkins Island Tract and Mid-Island Tract, it is requested to approve an Ordinance authorizing the same. A copy of this Draft Ordinance is enclosed as Attachment 2.

At its meeting on July 23, 2024, Town Council voted unanimously to approve First Reading of this Ordinance.

BACKGROUND:

Old Welcome Center Tract – 100 William Hilton Parkway (0.24 Acres)

Staff were contacted by the Hilton Head Public Service District (HHPSD) in July of 2022 regarding the District's desire to utilize two separate parcels of town-owned land for critical infrastructure projects that are being funded in part by a \$10-million grant from the State of South Carolina's American Rescue Plan Act funds. The first of these two requests was for authorization to utilize the Old Welcome Center and would allow for the installation

of a Reverse Osmosis Well that would maximize the capacity of the District's existing Reverse Osmosis Plant thereby increasing its treatment capacity to 6 million gallons of drinking water per day.

On October 17, 2023, the Town Council unanimously approved an Ordinance authorizing the necessary easements for the construction of the Reverse Osmosis Well. This original easement is shown in Attachment 3.

After receiving this approval, the HHPSD has observed conditions that justify it requesting modifications to this easement based upon the following:

1. Running the utility lines straight from the well site and under U.S. 278 as previously contemplated would impact two more private lots on the north side of U.S. 278 than what would be necessary based on the proposed modification. This new route was selected to avoid impacts on these two (2) private owners (residences) and to remove the corresponding requirement to obtain easements from both properties.
2. This revised route also avoids running the new transmission main parallel to U.S. 278 and thereby reduces potential tree impacts between the well site and the bore and jack crossing under U.S. 278. The HHPSD is seeking these revisions as it understands the Town Council's desire to minimize impacts to existing trees and vegetation.
3. Lastly, the well site itself is proposed to be larger than what was originally granted due to the final design plans now proposing to incorporate an emergency generator and associated electrical building. Both items will meet all applicable electrical code requirements and accommodate the well and wellhead piping. In order to accomplish the requested landscaping requirements surrounding the perimeter of the site and create the desired visual barrier, some additional space within the easement will be required to incorporate both the fencing and vegetation.

A plat showing the proposed revisions to the existing easement is enclosed as Attachment 4.

New Easement on Jenkins Island Tract (0.42 acres)

In addition to the previously granted easement on the Old Welcome Center Tract, the HHPSD is also seeking a new easement on the Jenkins Island Tract in order to tie the RO Well on Old Welcome Center into its existing RO Well piping on the Jenkins Island Tract, to feed the RO Treatment Plant on the Jenkins Island Tract. The justification for this requested has been identified as the following:

1. HHPSD is seeking a new easement adjacent to the existing access easement, that would allow the new water transmission main from the new RO Well to run parallel to and along the edge of the road. This would allow for better access to the pipeline for maintenance with less disturbance to the roadway. In addition to the water

main, a fiber optic cable must also be installed from the RO-4 Well to the existing RO-3 Well site, so additional space is needed to accommodate both lines.

2. If the Town Council is supportive of this request, the HHPSD will utilize this authorization to improve the existing access easement that is used by families to access the Jenkins Island Cemetery that is located on this parcel. These improvements to the access easement will include vegetative clearing and restoration of the dirt road from the construction.

A plat showing this new easement is enclosed as Attachment 5.

Ashmore Tract – 143 Mathews Drive (0.88 Acres)

The second request contained within the Hilton Head Public Service District's July 2022 correspondence asked for authorization to install an Aquifer Storage and Recovery (ASR) facility on the Ashmore Tract. An ASR is a water supply system that stores treated drinking water in the brackish Middle Floridan Aquifer during the winter months when demand for potable water is lower and then withdraws and re-treats the water for distribution during the spring and summer months when demand becomes higher. The utility can store approximately 260 million gallons of water in the aquifer using the ASR well. By comparison, a "golf ball" water tower stores about 300,000 gallons of water. Once installed, this particular ASR well will yield 2 million gallons per day of water during the spring and summer months. ASR is a critical infrastructure for disaster recovery. HHPSD's existing ASR at Royal James in HHP was instrumental in the recovery from Hurricane Matthew in 2016.

At its meeting on October 17, 2023, the Town Council unanimously gave approval of the Ordinance authorizing the easement on the Ashmore Tract. This original easement is enclosed as Attachment 6.

After receiving this approval, the HHPSD has observed conditions that justify it requesting modifications to this easement based upon the following:

1. HHPSD is proposing to move the pipe easement from the well out to US 278 to the current proposed location instead of using the existing lane that was originally granted due to the discovery of multiple utilities and conflicts that prevent the new water transmission main from being installed in the existing cleared lane. A significant number of trees would also need to be removed to parallel the existing lane, and the crossing under U.S. 278 would not be feasible where the lane meets U.S. 278 (due to intersection of U.S. 278 and Union Cemetery Road). This would then require more tree removal and an easement to parallel U.S. 278 to the north before the bore and jack crossing under U.S. 278. The revised route is much more direct from the ASR-2 Well to the U.S. 278 bore and jack crossing, which results in less easement and less tree removal thereby preserving more existing vegetation.

A plat showing the proposed easement revisions is enclosed as Attachment 7.

New Easement on Mid-Island Tract (0.006 acres)

In addition to the previously granted easement on the Ashmore Tract, the HHPSD is seeking a new, but very small, easement on the Mid-Island Tract which will allow for the connection of the ASR to its existing utility lines. A plat showing this new proposed easement is enclosed as Attachment 8.

CONCLUSION:

Town Council should consider the request by the HHPSD to modify the various utility easements that were granted to allow the installation of a Reverse Osmosis Well on the Old Welcome Center Tract and an Aquifer Storage and Recovery Well on the Ashmore Tract. Additionally, the Town Council should consider the request by the HHPSD to grant new easements on the Jenkins Island Tract and the mid-Island Tract that are necessary to support the installation of the Reverse Osmosis Well Head and the Aquifer Storage and Recovery facility. The infrastructure being installed thanks to the easements represents critical public water supply for both routine and emergency operations.

ATTACHMENTS:

1. May 29, 2024 Correspondence from HHPSD
2. Draft Ordinance Authorizing Modifications to Existing Easements and Granting of New Easement on Jenkins Island Tract
3. Original Easement for Reverse Osmosis Well Head
4. Proposed Revised Easement for Reverse Osmosis Well
5. Plat Showing New Jenkins Island Tract Easement
6. Original Easement for Aquifer Storage and Recovery Facility
7. Proposed Revised Easement for Aquifer Storage and Recovery Facility
8. Plat Showing New Mid-Island Tract Easement



To: Josh Gruber
 From: Pete Nardi
 Re: Hilton Head PSD's S.C. Infrastructure Investment Program Grant Projects Overview

May 29, 2024

Dear Josh:

Hilton Head Public Service District (PSD) is the public drinking water, sewer, wastewater treatment, and advance-treated recycled water utility serving the north- and mid-island areas of Hilton Head Island. The PSD is the recipient of a \$10-million grant from the S.C. Infrastructure Investment Program (SCIIP) (<https://ria.sc.gov/sciip/>). SCIIP is a competitive grant program to distribute American Rescue Plan Act (ARPA) funds to water/wastewater utilities and departments in South Carolina. A stipulation of the SCIIP grant is that local matching funds also be used to cover the project expenses. Our SCIIP grant is being used to fund two vital, long-term public drinking water supply projects for our island:

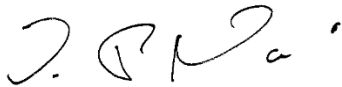
1. **Expand the capacity of the PSD's Reverse Osmosis (RO) Drinking Water Treatment Facility on Jenkins Island, from 4 million gallons a day (mgd) to 6 mgd.** The expansion project involves the construction of a fourth supply well for the facility, the addition of RO filtration membranes and associated treatment and pumping infrastructure, as well as the addition of an emergency generator for the facility. RO represents the highest quality and most cost-effective long-term source of drinking water for our island. The technology is the leading barrier against PFAS and other contaminants and reduces our reliance on very expensive wholesale water purchased from the mainland that also can contain PFAS levels. The island's ability to produce and treat its own groundwater with high-tech RO dramatically impacts our quality of life, hurricane and disaster recovery, and economic support and development.
2. **Construct a second Aquifer Storage & Recovery (ASR) well.** The ASR well stores treated drinking water in the aquifer system during the winter months of lower demand and then withdraws and retreats the same water for distribution in the spring and summer months of higher demand, yielding 2 mgd of supply for the PSD's peak-demand season. The well stores 260 million gallons of treated drinking water – a capacity that is impossible to build above ground (by comparison a concrete ground storage tank holds only 2 million gallons of water). It is a key public drinking water asset in responding to natural disasters such as hurricanes because it provides tremendous drinking water capacity to repressurize the water distribution system after loss of power and thereby speed the island's recovery from the storm – reducing the economic burden of lengthy evacuations for residents. The PSD's first ASR well, on Royal James Drive, was instrumental in speeding our **rapid recovery from Hurricane Mathew in 2016**. The second well will be constructed on the Ashmore Tract and thus bracket the PSD's service area with two large-scale supplies of drinking water.

These public drinking water supply projects are critical for **quality of life, hurricane recovery, economic support and development**, and to mitigate the loss of public water supply due to ongoing **saltwater intrusion** on the S.C. coast. All of the island PSDs are mutual-aid utilities. Broad Creek PSD has the ability to draw drinking water through the Hilton Head PSD water distribution system. Emergency supply planning is in place to assist South Island PSD in the event it needs to receive water from the other PSDs. As such, these long-term public water supply assets are vital to all of Hilton Head Island and will benefit it for generations to come.

The PSD did not have these projects in a bid-ready state when the General Assembly announced the SCIIP program in summer 2023. The well locations at Old Welcome Center and Ashmore Tract were identified as part of hydrogeological analysis and long-range supply planning conducted by the PSD in spring 2022. Obtaining the well site easements preceded the design of the projects. Design is a complex process that includes detailed site surveying and working through myriad permit approval processes, including federal, state, and Town. Hence, the stage we now arrive at of finalizing easements necessary to bring the projects to fruition. Unlike a typical utility construction project, the stipulations of the SCIIP grant require the utilities to obtain all necessary easements and permits prior to putting the projects out for construction bids. We remain in a climate of ever-increasing construction costs and as such are in earnest to put the projects out to bid as soon as possible.

Please do not hesitate to get in touch with any questions.

Best regards,

A handwritten signature in black ink, appearing to read 'P. Nardi'.

Pete Nardi
General Manager
Hilton Head PSD
(843) 305-0638
pnardi@hhpsd.com

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF EASEMENTS TO THE HILTON HEAD ISLAND PUBLIC SERVICE DISTRICT ENCUMBERING REAL ESTATE OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, UNDER THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2023), AND § 2-7-20, *MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA* (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina, owns parcels of real property which are known and described as follows:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 3.26 Acres as shown and described on a Plat titled "Boundary Survey of 3.26 Acres, William Hilton Parkway, Hilton Head Island, Beaufort County, South Carolina," prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS # 11059, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 126 at Page 124.

AND

All that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 74.33 acres more or less, as shown on a plat of survey dated February 16, 1996, prepared by Coastal Surveying, Inc., Michael R. Dunnigan, SCRLS Number 11905, entitled "A Plat of 74.33 Acres lying between Mathews Drive and U.S. Highway 278, a Section of the Ashmore Tract," recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 55 at Page 152.

AND

All that certain piece, parcel or lot of land lying and being on Jenkins Island, Beaufort County, South Carolina, containing 30.694 acres, and which is shown and described on that certain Plat entitled "ALTA/ASCM Land Title Survey of Skull Creek Point, A Section of Jenkins Island," dated December 16, 1993, prepared by Terry G. Hatchell, SCRLS Number 11059, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 48 at Page 57.

AND

All that certain piece, parcel of lot of land, with improvements thereon, lying and being within Port Royal Plantation on Hilton Head Island, Beaufort County, South Carolina, consisting of 102 acres, more or less, and being designated as “Parcel A” on that certain plat of survey entitled “A Plat of Port Royal Plantation Clubhouse and Planters Row Golf Course, A Section of Port Royal Plantation,” dated March 18, 1985, prepared by Coastal Surveying Company, Inc., Jerry L. Richardson, SCRLS Number 4784, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 35 at Page 80.

(herein, collectively, the “Town Property”); and,

WHEREAS, the Hilton Head No. 1 Public Service District has requested that the Town grant easements to facilitate projects for the installation, operation and maintenance of wells and associated waterlines, electrical and other equipment useful in operation of wells and delivery of water drawn from the wells in furtherance of the Hilton Head No. 1 Public Service District’s public purpose of delivering potable water to the citizens and residents in its service area; and,

WHEREAS, the projects proposed by the Hilton Head No. 1 Public Service District will improve the health, safety and welfare of the Town and its citizens, residents and visitors; and,

WHEREAS, S. C. Code Ann. § 5-7-40 (Supp. 2024) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina* (1983), states that conveyance of real property or property rights owned by the Town of Hilton Head Island, South Carolina, must be authorized by Ordinance; and,

WHEREAS, the Town Council for The Town of Hilton Head Island, South Carolina, has determined that it is in the best interest of the Town and its citizens, residents and visitors to authorize the execution and delivery of the easements requested by Hilton Head

No. 1 Public Service District.

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

Section 1. Execution of Lease Agreement and Conveyance Documents.

- (a) The Mayor and the Town Manager are hereby authorized to execute and deliver easements to Hilton Head No. 1 Public Service District in a form and substance as the proposed easements attached hereto as Exhibits "A", "B", "C" and "D"; and ,
- (b) The Mayor and the Town Manager are authorized to take such other and further actions as may be necessary to complete the transaction authorized by this Ordinance.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall become effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN
OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF AUGUST,
2024.

Alan R. Perry, Mayor

ATTEST:

Kimberly Gammon, Town Clerk

First Reading: July 23, 2024

Second Reading:_____

Approved as to form: _____
Curtis L. Coltrane, Town Attorney

Introduced by Council Member:_____

**Exhibit “A” to Ordinance 2024-___ Authorizing Granting of Easements to
Hilton Head No. 1 Public Service District**

STATE OF SOUTH CAROLINA)
) UTILITY EASEMENT AGREEMENT
COUNTY OF BEAUFORT)

This Utility Easement Agreement is made this _____ day of August, 2024, by and between Hilton Head Public No. 1 Service District and the Town of Hilton Head Island, South Carolina.

W I T N E S S E T H

Whereas, The Town of Hilton Head Island, South Carolina, owns real property that is described as follows:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 74.33 acres more or less, as shown on a plat of survey dated February 16, 1996, prepared by Coastal Surveying, Inc., Michael R. Dunnigan, SCRLS Number 11905, entitled “A Plat of 74.33 Acres lying between Mathews Drive and U.S. Highway 278, a Section of the Ashmore Tract,” recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 55 at Page 152.. (hereafter, the “Town Property”).

Whereas, Hilton Head Public No. 1 Service District is a Public Service District organized under the law of the State of South Carolina, which provides water and sewer services to properties on the northern end of Hilton Head Island, South Carolina; and,

Whereas, Hilton Head Public No. 1 Service District seeks an Easement including an area in which it will operate a facility consisting of an underground well and above

ground equipment, with associated underground electric and water lines, and access thereto, and an area for the installation of underground waterlines for the conveyance of water from the Well Site to the Hilton Head Public No. 1 Service District's distribution lines; and,

Whereas, Hilton Head Public No. 1 Service District has identified a part of the Town Property as a suitable location for the well, underground water lines and access; and,

Whereas, The Town of Hilton Head Island, South Carolina, willing to grant an easement to Hilton Head Public No. 1 Service District to enable the installation and operation of the well and underground water lines, on the terms and conditions set out in this Utility Easement Agreement.

Now, therefore, The Town of Hilton Head Island, South Carolina, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Hilton Head Public No. 1 Service District, and its successors and assigns, perpetual, non-exclusive easements for the installation, operation and maintenance of the Well Site Facility as follows:

Easement 1:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement on, over, under and across the area described as "Well Site (.0.58 AC)(25,412 SQ FT), on the Plat entitled "ASR-2 Well & Transmission Main," prepared by W.K. Dickson & Co., Inc., dated May 22, 2023, revised

Jun2 25, 2024, which is attached hereto as Exhibit “A,” for the installation, use and maintenance of:

Above ground: Groundwater wellhead, piping, electrical, communication and control equipment and other necessary equipment in connection with the underground well; and,

Below ground: underground well, electrical power, controls wiring, underground water lines, and other necessary equipment connection with the underground well and water lines.

Easement 2:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement, under and across the area described as “40’ Ingress/Egress and Utility Easement” on the Plat attached hereto as Exhibit “A,” for the installation, maintenance and use underground water lines, and ingress and egress to the well site described in “Easement 1” above.

Easement 3:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement for ingress and egress on, over and across the areas described as “10’ Ingress/Egress Easement on the Plat attached hereto as Exhibit “A” for ingress and egress to and from the well site described in “Easement 1” above

The areas described as “Well Site (0.58 AC)(25,412 SQ FT), “40’ Ingress/Egress and Utility Easement” and “10’Ingress/Egress Easement” on the Plat attached as Exhibit “A,” are referred to herein as the “Easement Property.”

Easements 1, 2 and 3 are granted and accepted subject to the following terms:

1. Easements 1, 2 and 3 are conveyed subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by The Town of Hilton Head Island, South Carolina, and its successors and assigns, to utilize the Town Property at any time, in any manner, and for any purpose, provided, however, that such use by The Town of Hilton Head Island, South Carolina, shall not be inconsistent with nor prevent the full utilization by Hilton Head Public No. 1 Service District, of the rights and privileges granted herein.
2. Hilton Head Public No. 1 Service District agrees to plan, lay out, build and maintain the equipment and infrastructure described in Easements 1 and 2 and further agrees that the use of and access to the equipment and infrastructure and the use by Hilton Head Public No. 1 Service District of the property described as Easements 1, 2 and 3 as authorized by this Utility Easement Agreement shall be under the sole and exclusive control of Hilton Head Public No. 1 Service District, and that it shall at all times comply with all applicable laws, rules, codes, and regulations in connection with the development, construction, use and maintenance of the infrastructure and equipment described in Easements 1 and 2 to be located in, on, over through and under the Easement Property.
3. Hilton Head Public No. 1 Service District agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to The Town of Hilton Head Island, South Carolina, and its successors, assigns, invitees, guests, licensees, and agents. Hilton Head Public No. 1 Service District further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all infrastructure and equipment described in Easements 1 and 2 shall at all times

be maintained in a safe condition, and that once the installation or maintenance work has been completed all materials, debris, and construction materials shall be promptly removed. Hilton Head Public No. 1 Service District shall restore any other part of the Town Property which may be damaged as a result of Hilton Head Public No. 1 Service District's exercise of the rights granted in this Utility Easement Agreement to its pre-existing state.

4. From the date of the commencement of the construction and installation of the infrastructure and equipment described in Easements 1 and 2, Hilton Head Public No. 1 Service District, shall, at its sole cost and expense, cause all timely cleaning, repair, renovation, and maintenance in general to the infrastructure and equipment described in Easements 1 and 2 as shall be or shall become necessary or prudent for the reasonable safety of all persons.

5. Any notice required to be given under the terms of this Utility Easement Agreement shall be made by personal delivery or mail to The Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District at the following addresses:

To The Town of Hilton Head Island,
South Carolina:

ATTN: Town Manager
One Town Center Court
Hilton Head Island, SC 29928;

To Hilton Head No. 1 Public Service District:

ATTN: Manager
Post Office Box 21264
Hilton Head Island, SC 29925;

or to such other address as The Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District may direct by written notification to the other.

6. This Utility Easement Agreement supersedes and replaces the Utility Easement Agreement which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4284 at Page 2635.

(Signature Pages Follow)

In Witness whereof, Hilton Head Public No. 1 Service District, by and through John P. Nardi, its duly authorized General Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

HILTON HEAD PUBLIC NO. 1 SERVICE DISTRICT

By: _____
John P. Nardi

Its: _____
General Manager

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that John P. Nardi, General Manager of Hilton Head Public No. 1 Service District, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

In Witness whereof, The Town of Hilton Head Island, South Carolina, by and through Alan R. Perry and Marc A. Orlando, its duly authorized Mayor and Town Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

By: _____
Marc A. Orlando, Town Manager

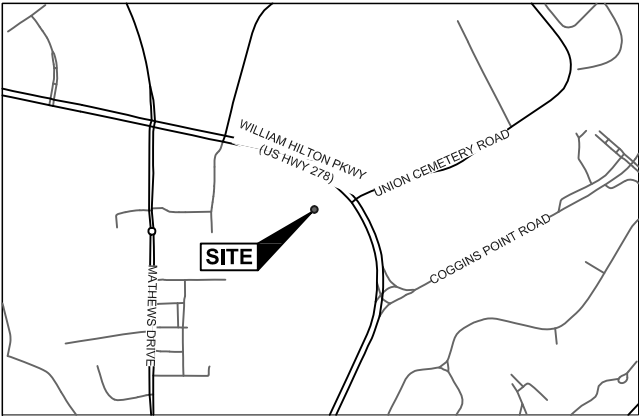
STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that Alan R. Perry, Mayor, and Marc A. Orlando, Town Manager, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

EXHIBIT “A” TO UTILITY EASEMENT AGREEMENT



REFERENCES:

1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.

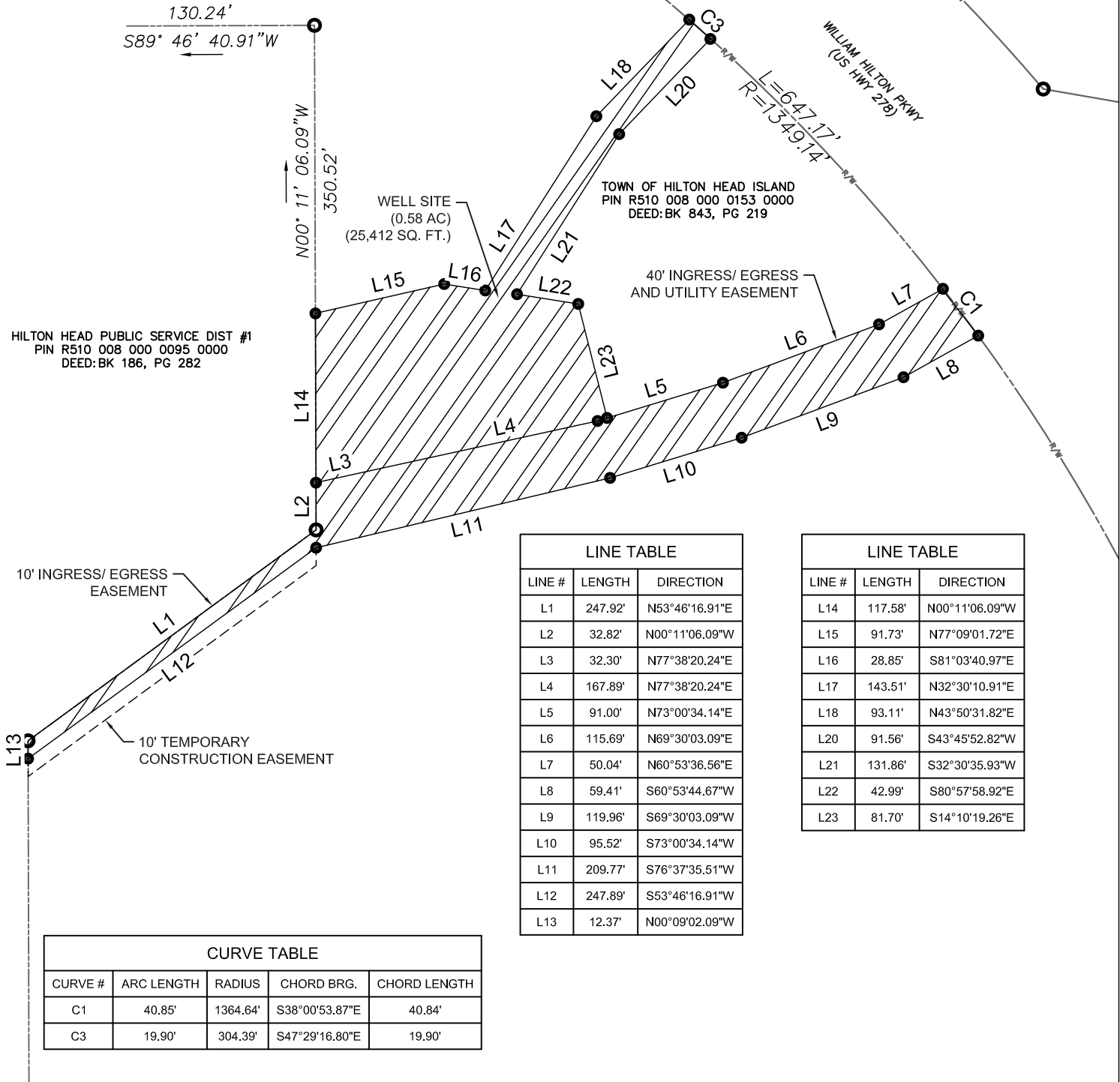


GRAPHIC SCALE



1 inch = 100 ft.

TOTAL PROPOSED EASEMENT AREA = 0.88 AC



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	247.92'	N53°46'16.91"E
L2	32.82'	N00°11'06.09"W
L3	32.30'	N77°38'20.24"E
L4	167.89'	N77°38'20.24"E
L5	91.00'	N73°00'34.14"E
L6	115.69'	N69°30'03.09"E
L7	50.04'	N60°53'36.56"E
L8	59.41'	S60°53'44.67"W
L9	119.96'	S69°30'03.09"W
L10	95.52'	S73°00'34.14"W
L11	209.77'	S76°37'35.51"W
L12	247.89'	S53°46'16.91"W
L13	12.37'	N00°09'02.09"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	117.58'	N00°11'06.09"W
L15	91.73'	N77°09'01.72"E
L16	28.85'	S81°03'40.97"E
L17	143.51'	N32°30'10.91"E
L18	93.11'	N43°50'31.82"E
L20	91.56'	S43°45'52.82"W
L21	131.86'	S32°30'35.93"W
L22	42.99'	S80°57'58.92"E
L23	81.70'	S14°10'19.26"E

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BRG.	CHORD LENGTH
C1	40.85'	1364.64'	S38°00'53.87"E	40.84'
C3	19.90'	304.39'	S47°29'16.80"E	19.90'

OWNER INFORMATION:
PIN R510 008 000 0153 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISL, SC 29928

LEGEND

- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
<u>PREPARED FOR:</u> HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY: TDD	
DATE: 5/22/2023		CKD. DB	
REVISION DATE: 06/25/2024	<u>PREPARED BY:</u> W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
ASR-2 WELL		DRAWING NO. 1 OF 1	

**Exhibit “B” to Ordinance 2024-___ Authorizing Granting of Easements to
Hilton Head No. 1 Public Service District**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this ____ day of August, 2024, by and between Hilton Head Public No. 1 Service District and the Town of Hilton Head Island, South Carolina.

W I T N E S S E T H

Whereas, The Town of Hilton Head Island, South Carolina, owns real property that is described as follows:

All that certain piece, parcel or lot of land lying and being on Jenkins Island, Beaufort County, South Carolina, containing 30.694 acres, and which is shown and described on that certain Plat entitled “ALTA/ASCM Land Title Survey of Skull Creek Point, A Section of Jenkins Island,” dated December 16, 1993, prepared by Terry G. Hatchell, SCRLS Number 11059, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 48 at Page 57. (hereafter, the “Town Property”).

Whereas, Hilton Head Public No. 1 Service District is a Public Service District organized under the law of the State of South Carolina, which provides water and sewer services to properties on the northern end of Hilton Head Island, South Carolina; and,

Whereas, Hilton Head Public No. 1 Service District seeks an Easement for underground water lines; and,

Whereas, Hilton Head Public No. 1 Service District has identified a part of the Town Property as a suitable location for the underground water lines; and,

Whereas, The Town of Hilton Head Island, South Carolina, willing to grant an easement to Hilton Head Public No. 1 Service District to enable the installation and operation of the well and underground water lines, on the terms and conditions set out in this Utility Easement Agreement.

Now, therefore, The Town of Hilton Head Island, South Carolina, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Hilton Head Public No. 1 Service District, and its successors and assigns, perpetual, non-exclusive easements for the installation, operation and maintenance of the Well Site Facility as follows:

Easement 1:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement on, over, under and across the area described as “20’ Utility Easement” for the installation, use and maintenance of underground water lines, and other necessary equipment connection with the underground water lines.

Easement 2:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement for ingress and egress on, over and across the area described as “20’ Utility Easement” on the Plat attached hereto as Exhibit “A” for ingress and egress to the Easement Property (defined below).

The areas described as “20’ Utility Easement” on the Plat attached as Exhibit “A,” is referred to herein as the “Easement Property.”

Easements 1 and 2 are granted and accepted subject to the following terms:

1. Easements 1 and 2 are conveyed subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by The Town of Hilton Head Island, South Carolina, and its successors and assigns, to utilize the Town Property at any time, in any manner, and for any purpose, provided, however, that such use by The Town of Hilton Head Island, South Carolina, shall not be inconsistent with nor prevent the full utilization by Hilton Head Public No. 1 Service District, of the rights and privileges granted herein.
2. Hilton Head Public No. 1 Service District agrees to plan, lay out, build and maintain the equipment and infrastructure described in Easement 1 and further agrees that the use of and access to the equipment and infrastructure and the use by Hilton Head Public No. 1 Service District of the property described as Easements 1 and 2 as authorized by this Utility Easement Agreement shall be under the sole and exclusive control of Hilton Head Public No. 1 Service District, and that it shall at all times comply with all applicable laws, rules, codes, and regulations in connection with the development, construction, use and maintenance of the infrastructure and equipment described in Easement 1 to be located in, on, over through and under the Easement Property.
3. Hilton Head Public No. 1 Service District agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to The Town of Hilton Head Island, South Carolina, and its successors, assigns, invitees, guests, licensees, and agents. Hilton Head Public No. 1 Service District further agrees to cause

the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all infrastructure and equipment described in Easement 1 shall at all times be maintained in a safe condition, and that once the installation or maintenance work has been completed all materials, debris, and construction materials shall be promptly removed. Hilton Head Public No. 1 Service District shall restore any other part of the Town Property which may be damaged as a result of Hilton Head Public No. 1 Service District's exercise of the rights granted in this Utility Easement Agreement to its pre-existing state.

4. From the date of the commencement of the construction and installation of the infrastructure and equipment described in Easement 1, Hilton Head Public No. 1 Service District, shall, at its sole cost and expense, cause all timely cleaning, repair, renovation, and maintenance in general to the infrastructure and equipment described in Easement 1 as shall be or shall become necessary or prudent for the reasonable safety of all persons.

5. Any notice required to be given under the terms of this Utility Easement Agreement shall be made by personal delivery or mail to The Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District at the following addresses:

To The Town of Hilton Head Island,
South Carolina:

ATTN: Town Manager
One Town Center Court
Hilton Head Island, SC 29928;

To Hilton Head No. 1 Public Service District:

ATTN: Manager
Post Office Box 21264
Hilton Head Island, SC 29925;

or to such other address as The Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District may direct by written notification to the other.

In Witness whereof, Hilton Head Public No. 1 Service District, by and through John P. Nardi, its duly authorized General Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

HILTON HEAD PUBLIC NO. 1 SERVICE DISTRICT

By: _____
John P. Nardi

Its: _____
General Manager

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that John P. Nardi, General Manager of Hilton Head Public No. 1 Service District, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

In Witness whereof, The Town of Hilton Head Island, South Carolina, by and through Alan R. Perry and Marc A. Orlando, its duly authorized Mayor and Town Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

By: _____
Marc A. Orlando, Town Manager

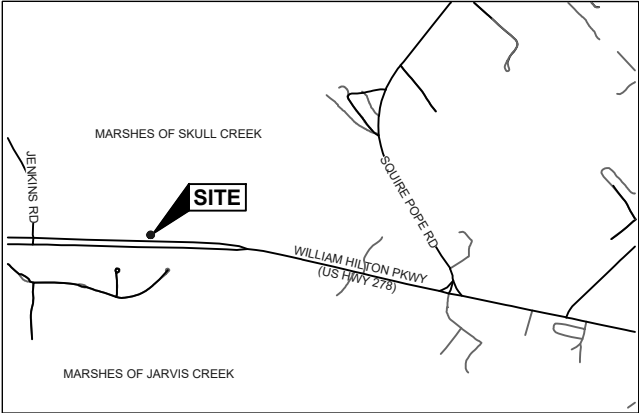
STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that Alan R. Perry, Mayor, and Marc A. Orlando, Town Manager, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

EXHIBIT “A” TO UTILITY EASEMENT AGREEMENT



REFERENCES:

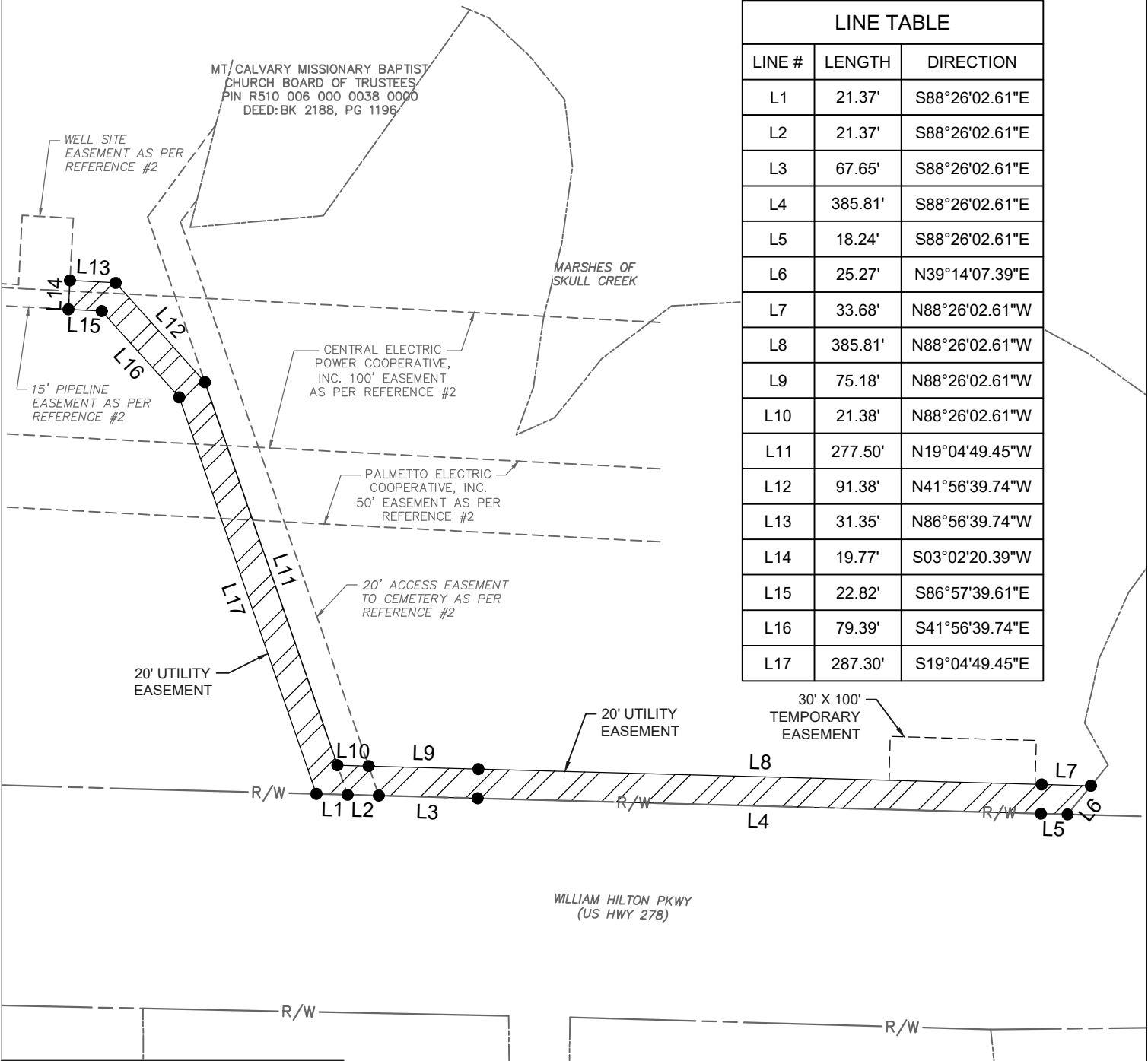
- 1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.
- 2. EASEMENT PLAT OF REVERSE OSMOSIS SITE, GATEWAY DRIVE, JENKINS ISLAND BY MARK R. RENEW S.C.R.L.S. #25437, AS OF OCTOBER 09, 2007. RECORDED IN BOOK 123, PAGE 115 DATED JANUARY 17, 2006.

GRAPHIC SCALE



1 inch = 100 ft.

TOTAL PROPOSED EASEMENT AREA = 0.42 AC



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	21.37'	S88°26'02.61"E
L2	21.37'	S88°26'02.61"E
L3	67.65'	S88°26'02.61"E
L4	385.81'	S88°26'02.61"E
L5	18.24'	S88°26'02.61"E
L6	25.27'	N39°14'07.39"E
L7	33.68'	N88°26'02.61"W
L8	385.81'	N88°26'02.61"W
L9	75.18'	N88°26'02.61"W
L10	21.38'	N88°26'02.61"W
L11	277.50'	N19°04'49.45"W
L12	91.38'	N41°56'39.74"W
L13	31.35'	N86°56'39.74"W
L14	19.77'	S03°02'20.39"W
L15	22.82'	S86°57'39.61"E
L16	79.39'	S41°56'39.74"E
L17	287.30'	S19°04'49.45"E

OWNER INFORMATION:
PIN R510 006 000 0001 0000
TOWN OF HILTON HEAD (THE)
% TOWN MANAGER
PO BOX 21252
HILTON HEAD ISL, SC 29925

LEGEND

- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- EX. EASEMENT
- PROPOSED PROPERTY ACQUISITION
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
PREPARED FOR: HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY: TDD	
DATE: 6/7/2023		CKD. WRF	
REVISION DATE:	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
RO-4 WELL & TRANSMISSION MAIN		DRAWING NO. 1 OF 1	

**Exhibit “C” to Ordinance 2024-___ Authorizing Granting of Easements to
Hilton Head No. 1 Public Service District**

STATE OF SOUTH CAROLINA)
) UTILITY EASEMENT AGREEMENT
COUNTY OF BEAUFORT)

This Utility Easement Agreement is made this _____ day of August, 2024, by and between Hilton Head Public No. 1 Service District and the Town of Hilton Head Island, South Carolina.

W I T N E S S E T H

Whereas, The Town of Hilton Head Island, South Carolina, owns real property that is described as follows:

All that certain piece, parcel of lot of land, with improvements thereon, lying and being within Port Royal Plantation on Hilton Head Island, Beaufort County, South Carolina, consisting of 102 acres, more or less, and being designated as “Parcel A” on that certain plat of survey entitled “A Plat of Port Royal Plantation Clubhouse and Planters Row Golf Course, A Section of Port Royal Plantation,” dated March 18, 1985, prepared by Coastal Surveying Company, Inc., Jerry L. Richardson, SCRLS Number 4784, which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 35 at Page 80. (hereafter, the “Town Property”).

Whereas, Hilton Head Public No. 1 Service District is a Public Service District organized under the law of the State of South Carolina, which provides water and sewer services to properties on the northern end of Hilton Head Island, South Carolina; and,

Whereas, Hilton Head Public No. 1 Service District seeks an easement of underground water lines, and access thereto, for the conveyance of water from a well facility on adjacent property to the Hilton Head Public No. 1 Service District's distribution lines; and,

Whereas, Hilton Head Public No. 1 Service District has identified a part of the Town Property as a suitable location for underground water lines and access; and,

Whereas, The Town of Hilton Head Island, South Carolina, willing to grant an easement to Hilton Head Public No. 1 Service District to enable the installation and operation of underground water lines, on the terms and conditions set out in this Utility Easement Agreement.

Now, therefore, The Town of Hilton Head Island, South Carolina, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Hilton Head Public No. 1 Service District, and its successors and assigns, perpetual, non-exclusive easements for the installation, operation and maintenance of underground waterlines as follows:

Easement 1:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement on, over, under and across the area described as "20' Utility Easement" for the installation, use and maintenance of underground water lines, and other necessary equipment connection with the underground water lines.

Easement 2:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement for ingress and egress on, over and across the area described as “20’ Utility Easement” on the Plat attached hereto as Exhibit “A” for ingress and egress to the Easement Property (defined below).

The areas described as “20’ Utility Easement” on the Plat attached as Exhibit “A,” is referred to herein as the “Easement Property.”

The area described as “Utility Easement” on the Plat attached as Exhibit “A,” is referred to herein as the “Easement Property.”

Easements 1 and 2 are granted and accepted subject to the following terms:

1. Easements 1 and 2 are conveyed subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by The Town of Hilton Head Island, South Carolina, and its successors and assigns, to utilize the Town Property at any time, in any manner, and for any purpose, provided, however, that such use by The Town of Hilton Head Island, South Carolina, shall not be inconsistent with nor prevent the full utilization by Hilton Head Public No. 1 Service District, of the rights and privileges granted herein.
2. Hilton Head Public No. 1 Service District agrees to plan, lay out, build and maintain the equipment and infrastructure described in Easement 1 and further agrees that the use of and access to the equipment and infrastructure and the use by Hilton Head Public No. 1 Service District of the property described as Easements 1 and 2 as authorized by this Utility Easement Agreement shall be under the sole and exclusive control of Hilton Head Public No. 1 Service District, and that it shall at all times comply with all applicable laws,

rules, codes, and regulations in connection with the development, construction, use and maintenance of the infrastructure and equipment described in Easement 1 to be located in, on, over through and under the Easement Property.

3. Hilton Head Public No. 1 Service District agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to The Town of Hilton Head Island, South Carolina, and its successors, assigns, invitees, guests, licensees, and agents. Hilton Head Public No. 1 Service District further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all infrastructure and equipment described in Easement 1 shall at all times be maintained in a safe condition, and that once the installation or maintenance work has been completed all materials, debris, and construction materials shall be promptly removed. Hilton Head Public No. 1 Service District shall restore any other part of the Town Property which may be damaged as a result of Hilton Head Public No. 1 Service District's exercise of the rights granted in this Utility Easement Agreement to its pre-existing state.

4. From the date of the commencement of the construction and installation of the infrastructure and equipment described in Easement 1, Hilton Head Public No. 1 Service District, shall, at its sole cost and expense, cause all timely cleaning, repair, renovation, and maintenance in general to the infrastructure and equipment described in Easement 1 as shall be or shall become necessary or prudent for the reasonable safety of all persons.

5. Any notice required to be given under the terms of this Utility Easement Agreement shall be made by personal delivery or mail to The Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District at the following addresses:

To The Town of Hilton Head Island,
South Carolina:

ATTN: Town Manager
One Town Center Court
Hilton Head Island, SC 29928;

To Hilton Head No. 1 Public Service District:

ATTN: Manager
Post Office Box 21264
Hilton Head Island, SC 29925;

or to such other address as The Town of Hilton Head Island, South Carolina, or Hilton
Head Public No. 1 Service District may direct by written notification to the other.

(Signature Pages Follow)

In Witness whereof, Hilton Head Public No. 1 Service District, by and through John P. Nardi, its duly authorized General Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

HILTON HEAD PUBLIC NO. 1 SERVICE DISTRICT

By: _____
John P. Nardi

Its: _____
General Manager

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that John P. Nardi, General Manager of Hilton Head Public No. 1 Service District, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

In Witness whereof, The Town of Hilton Head Island, South Carolina, by and through Alan R. Perry and Marc A. Orlando, its duly authorized Mayor and Town Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

By: _____
Marc A. Orlando, Town Manager

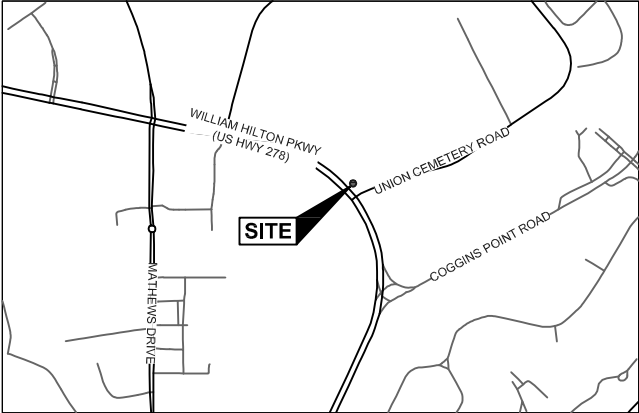
STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that Alan R. Perry, Mayor, and Marc A. Orlando, Town Manager, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

EXHIBIT “A” TO UTILITY EASEMENT AGREEMENT



LOCATION MAP
N.T.S.

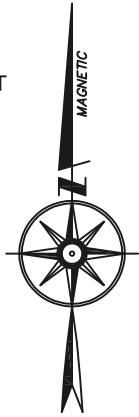
REFERENCES:

1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.

GRAPHIC SCALE

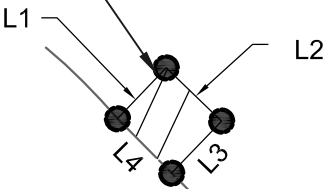


1 inch = 50 ft.



TOTAL PROPOSED EASEMENT AREA = 0.006 AC

UTILITY EASEMENT



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	18.34'	N43°47'24.47"E
L2	19.99'	S46°12'35.53"E
L3	18.80'	S43°45'12.42"W
L4	20.01'	S44°54'49.16"E

TOWN OF HILTON HEAD ISLAND
PIN R510 009 000 1199 0000

WILLIAM HILTON PKWY
(US HWY 278)

TOWN OF HILTON HEAD ISLAND
PIN R510 008 000 0153 0000
DEED: BK 843, PG 219

OWNER INFORMATION:
PIN R510 009 000 1199 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISL, SC 29928

LEGEND

- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
<u>PREPARED FOR:</u> HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: NKS	
DATE: 5/22/2023		CKD. DB	
REVISION DATE: 06/26/2024	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
ASR-2 WELL		DRAWING NO. 1 OF 1	

**Exhibit “D” to Ordinance 2024-___ Authorizing Granting of Easements to
Hilton Head No. 1 Public Service District**

STATE OF SOUTH CAROLINA)
) UTILITY EASEMENT AGREEMENT
COUNTY OF BEAUFORT)

This Utility Easement Agreement is made this ____ day of August, 2024, by and between Hilton Head Public No. 1 Service District and the Town of Hilton Head Island, South Carolina.

W I T N E S S E T H

Whereas, The Town of Hilton Head Island, South Carolina, owns real property that is described as follows:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, consisting of 3.26 Acres as shown and described on a Plat titled “Boundary Survey of 3.26 Acres, William Hilton Parkway, Hilton Head Island, Beaufort County, South Carolina,” prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS # 11059, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 126 at Page 124. (hereafter, the “Town Property”).

Whereas, Hilton Head Public No. 1 Service District is a Public Service District organized under the law of the State of South Carolina, which provides water and sewer services to properties on the northern end of Hilton Head Island, South Carolina; and,

Whereas, Hilton Head Public No. 1 Service District seeks an Easement including an area in which it will operate a facility consisting of an underground well and above

ground equipment, with associated underground electric and water lines, and access thereto, and an area for the installation of underground waterlines for the conveyance of water from the Well Site to the Hilton Head Public No. 1 Service District's Reverse Osmosis facility located on Jenkins Island; and,

Whereas, Hilton Head Public No. 1 Service District has identified a part of the Town Property as a suitable location for the well and underground water lines; and,

Whereas, The Town of Hilton Head Island, South Carolina, willing to grant an easement to Hilton Head Public No. 1 Service District to enable the installation and operation of the well and underground water lines, on the terms and conditions set out in this Utility Easement Agreement.

Now, therefore, The Town of Hilton Head Island, South Carolina, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency whereof is acknowledged, has bargained, granted, and sold and by these presents does hereby bargain, grant, and sell to Hilton Head Public No. 1 Service District, and its successors and assigns, perpetual, non-exclusive easements for the installation, operation and maintenance of the Well Site Facility as follows:

Easement 1:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement on, over, under and across the area described as "Well Site (Including Landscaping and Ingress/Egress)(0.22 AC)(9,398 SQ FT), on the Plat entitled "RO-4 Well & Transmission Main," prepared by W.K. Dickson & Co., Inc., dated May 18, 2023, revised February 21, 2024, which is attached hereto as Exhibit "A," for the installation, use and maintenance of:

Above ground: Groundwater wellhead, piping, electrical, communication and control equipment and other necessary equipment in connection with the underground well; and,

Below ground: Underground well, electrical power, controls wiring, water lines, and other necessary equipment connection with the underground well.

Landscaping: Landscaping as shown on the Plan attached hereto as Exhibit “B.”

Easement 2:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement, under and across the area described as “20’ Utility Easement” on the Plat attached hereto as Exhibit “A,” for underground water lines,

Easement 3:

The Town of Hilton Head Island, South Carolina, grants Hilton Head Public No. 1 Service District a perpetual non-exclusive easement for ingress and egress on, over and across the areas described as “Well Site (Including Landscaping and Ingress/Egress)(.0.22 AC)(9,398 SQ FT), and “20’ Utility Easement” on a the Plat attached hereto as Exhibit “A” for ingress and egress to and from the area described as “Well Site, (0.07 AC)(3,191 SQ. FT.)” on the Plat attached as Exhibit “A.”

The areas described as “Well Site (Including Landscaping and Ingress/Egress)(.0.22 AC)(9,398 SQ FT), and “20’ Utility Easement” on the Plat attached as Exhibit “A,” are referred to herein as the “Easement Property.”

Easements 1, 2 and 3 are granted and accepted subject to the following terms:

1. Easements 1, 2 and 3 are conveyed subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by The Town of Hilton Head Island, South Carolina, and its successors and assigns, to utilize the Town Property at any time, in any manner, and for any purpose, provided, however, that such use by the Town of Hilton Head Island, South Carolina, shall not be inconsistent with nor prevent the full utilization by Hilton Head Public No. 1 Service District, of the rights and privileges granted herein.

2. Hilton Head Public No. 1 Service District shall install and maintain in perpetuity in the landscaping on the Town Property that is shown and described on the landscape plan that is attached hereto as Exhibit "B." Hilton Head Public No. 1 Service District acknowledges that this obligation is a material term of this Utility Easement Agreement without which The Town of Hilton Head Island, South Carolina would not grant Easements 1, 2 and 3.

3. Hilton Head Public No. 1 Service District agrees to plan, lay out, build and maintain the equipment and infrastructure described in Easements 1 and 2, and further agrees that the use of and access to the equipment and infrastructure and the use by Hilton Head Public No. 1 Service District of the property described as Easements 1, 2 and 3 as authorized by this Utility Easement Agreement shall be under the sole and exclusive control of Hilton Head Public No. 1 Service District, and that it shall at all times comply with all applicable laws, rules, codes, and regulations in connection with the development, construction, use and maintenance of the infrastructure and equipment described in Easements 1 and 2 to be located in, on, over through and under the Easement Property.

4. Hilton Head Public No. 1 Service District agrees to cause all work contemplated hereunder to be performed in a workmanlike fashion with minimal interference to the Town of Hilton Head Island, South Carolina, and its successors, assigns, invitees, guests, licensees, and agents. Hilton Head Public No. 1 Service District further agrees to cause the work contemplated hereunder to be completed in an expeditious and timely fashion, and that all infrastructure and equipment described in Easements 1 and 2 shall at all times be maintained in a safe condition, and that once the installation or maintenance work has been completed all materials, debris, and construction materials shall be promptly removed. Hilton Head Public No. 1 Service District shall restore any other part of the Town Property which may be damaged as a result of Hilton Head Public No. 1 Service District's exercise of the rights granted in this Utility Easement to its pre-existing state.

5. From the date of the commencement of the construction and installation of the infrastructure and equipment described in Easements 1 and 2, Hilton Head Public No. 1 Service District, shall, at its sole cost and expense, cause all timely cleaning, repair, renovation, and maintenance in general to the infrastructure and equipment described in Easements 1 and 2 as shall be or shall become necessary or prudent for the reasonable safety of all persons.

6. Any notice required to be given under the terms of this Utility Easement Agreement shall be made by personal delivery or mail to the Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District at the following addresses:

To The Town of Hilton Head Island,
South Carolina:

ATTN: Town Manager
One Town Center Court
Hilton Head Island, SC 29928;

To Hilton Head No. 1 Public Service District: ATTN: Manager
Post Office Box 21264
Hilton Head Island, SC 29925;

or to such other address as the Town of Hilton Head Island, South Carolina, or Hilton Head Public No. 1 Service District may direct by written notification to the other.

7. This Utility Easement Agreement supersedes and replaces the Utility Easement Agreement which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 4284 at Page 2122.

(Signature Pages Follow)

In Witness whereof, Hilton Head Public No. 1 Service District, by and through John P. Nardi, its duly authorized General Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

HILTON HEAD PUBLIC NO. 1 SERVICE DISTRICT

By: _____
John P. Nardi

Its: _____
General Manager

STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that John P. Nardi, General Manager of Hilton Head Public No. 1 Service District, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

In Witness whereof, the Town of Hilton Head Island, South Carolina, by and through Alan R. Perry and Marc A. Orlando, its duly authorized Mayor and Town Manager has executed and delivered this Utility Easement Agreement on this ____ day of August, 2024.

WITNESSES:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

By: _____
Alan R. Perry, Mayor

By: _____
Marc A. Orlando, Town Manager

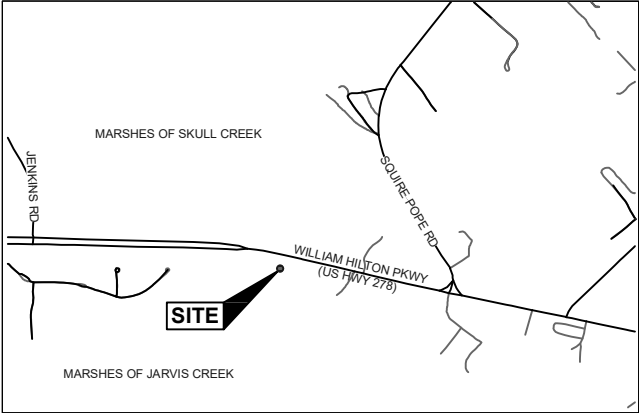
STATE OF SOUTH CAROLINA	)	UNIFORM ACKNOWLEDGMENT
	)	
COUNTY OF BEAUFORT	)	S. C. CODE ANN. § 30-5-30 (Supp. 2024)

I, the undersigned Notary Public do hereby certify that Alan R. Perry, Mayor, and Marc A. Orlando, Town Manager, personally appeared before me on this day and duly acknowledged the execution of this Utility Easement Agreement.

Sworn to and Subscribed before me
on this ____ Day of August, 2024.

Notary Public for South Carolina
My Commission Expires:

EXHIBIT “A” TO UTILITY EASEMENT AGREEMENT



REFERENCES:

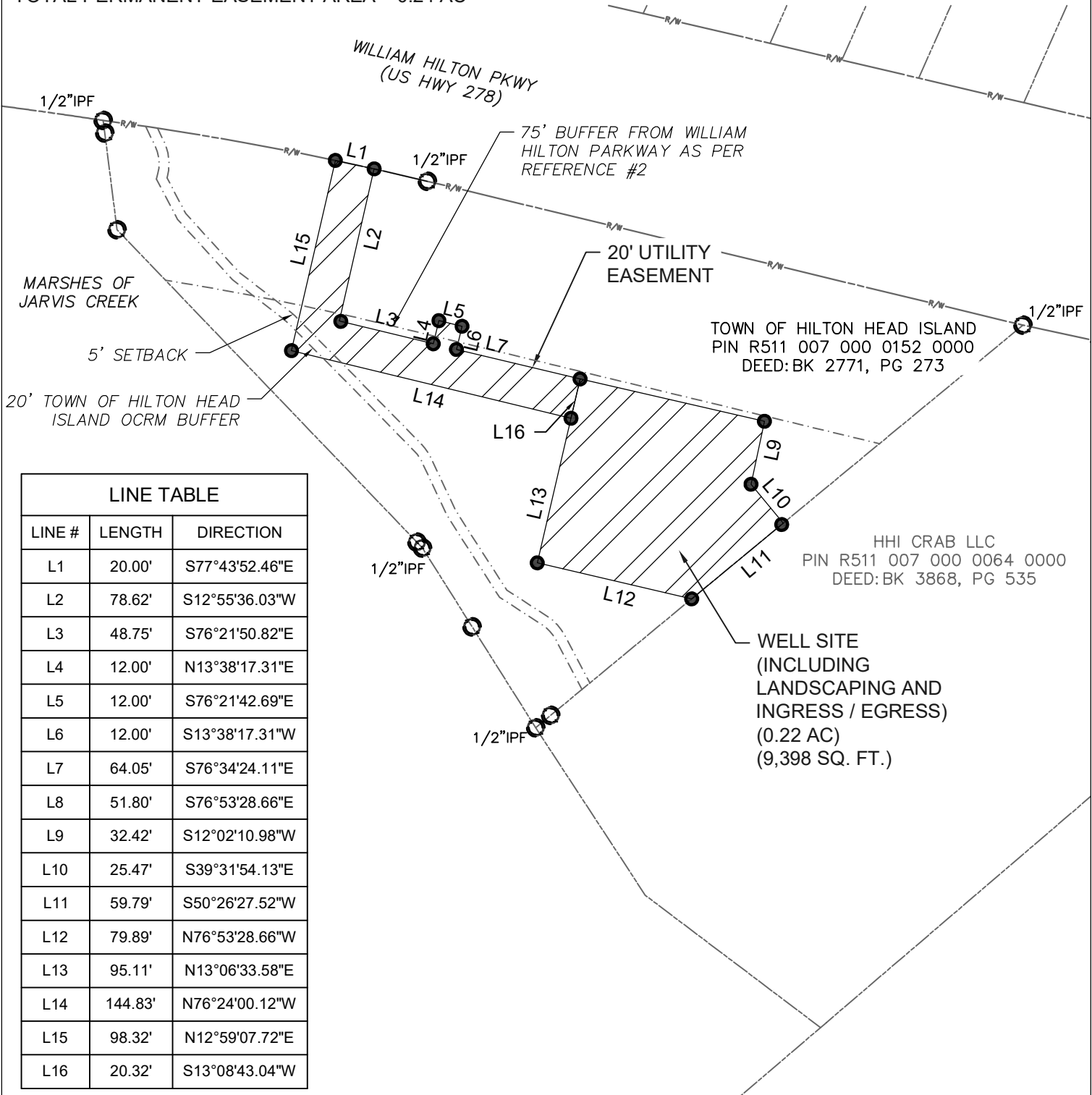
1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.
2. CONSOLIDATION AND BOUNDARY RECONFIGURATION SURVEY OF TAX PARCELS R511 007 000 0064 0000 & R511 007 000 0152 0000 BY MARK R. RENEW S.C.R.L.S. #25437, AS OF AUGUST 13, 2013. RECORDED IN BOOK 138, PAGE 53 DATED FEBRUARY 7, 2014.

GRAPHIC SCALE



1 inch = 70 ft.

TOTAL PERMANENT EASEMENT AREA = 0.24 AC



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.00'	S77°43'52.46"E
L2	78.62'	S12°55'36.03"W
L3	48.75'	S76°21'50.82"E
L4	12.00'	N13°38'17.31"E
L5	12.00'	S76°21'42.69"E
L6	12.00'	S13°38'17.31"W
L7	64.05'	S76°34'24.11"E
L8	51.80'	S76°53'28.66"E
L9	32.42'	S12°02'10.98"W
L10	25.47'	S39°31'54.13"E
L11	59.79'	S50°26'27.52"W
L12	79.89'	N76°53'28.66"W
L13	95.11'	N13°06'33.58"E
L14	144.83'	N76°24'00.12"W
L15	98.32'	N12°59'07.72"E
L16	20.32'	S13°08'43.04"W

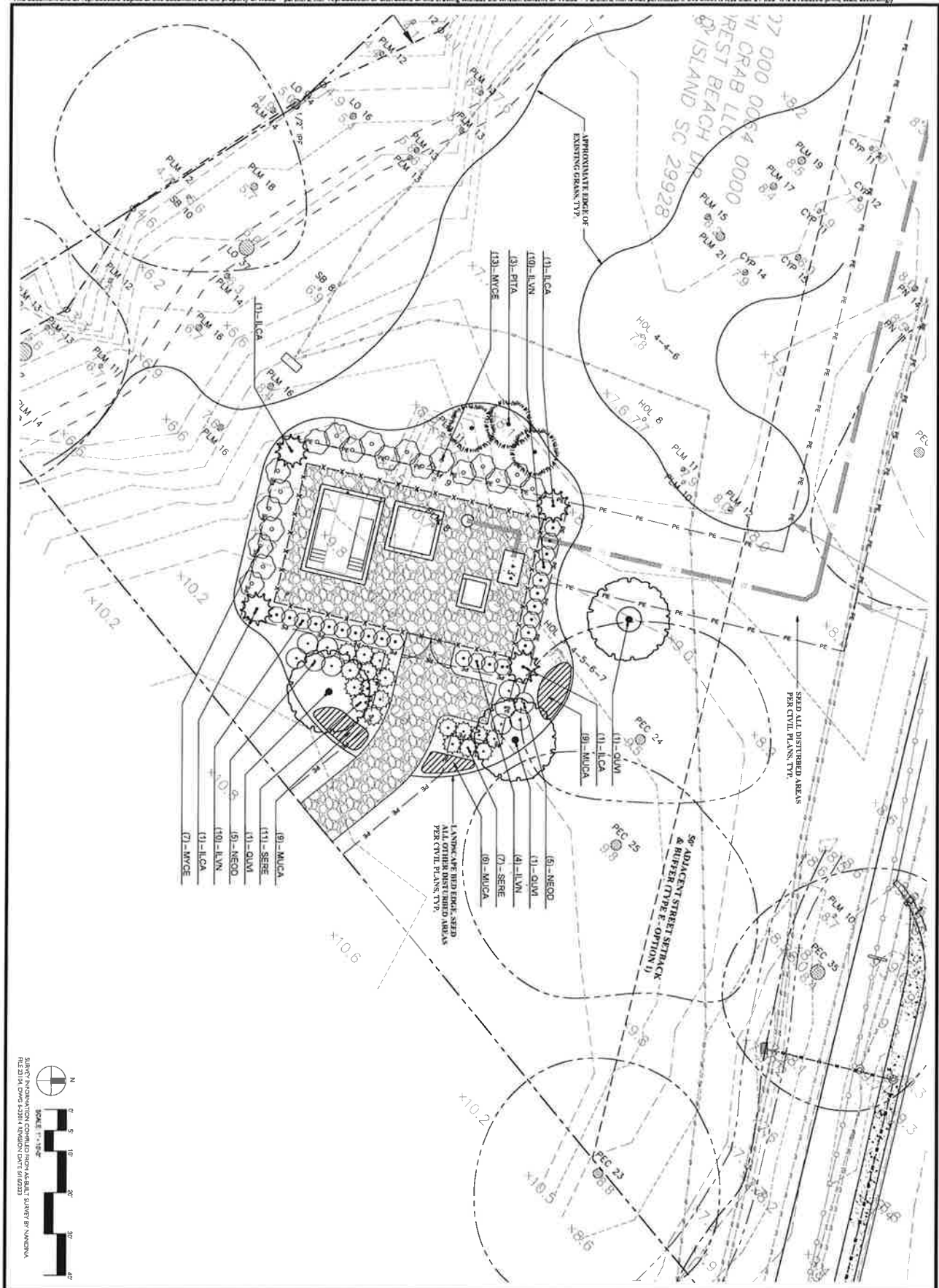
OWNER INFORMATION:
PIN R511 007 000 0152 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISL, SC 29928

LEGEND

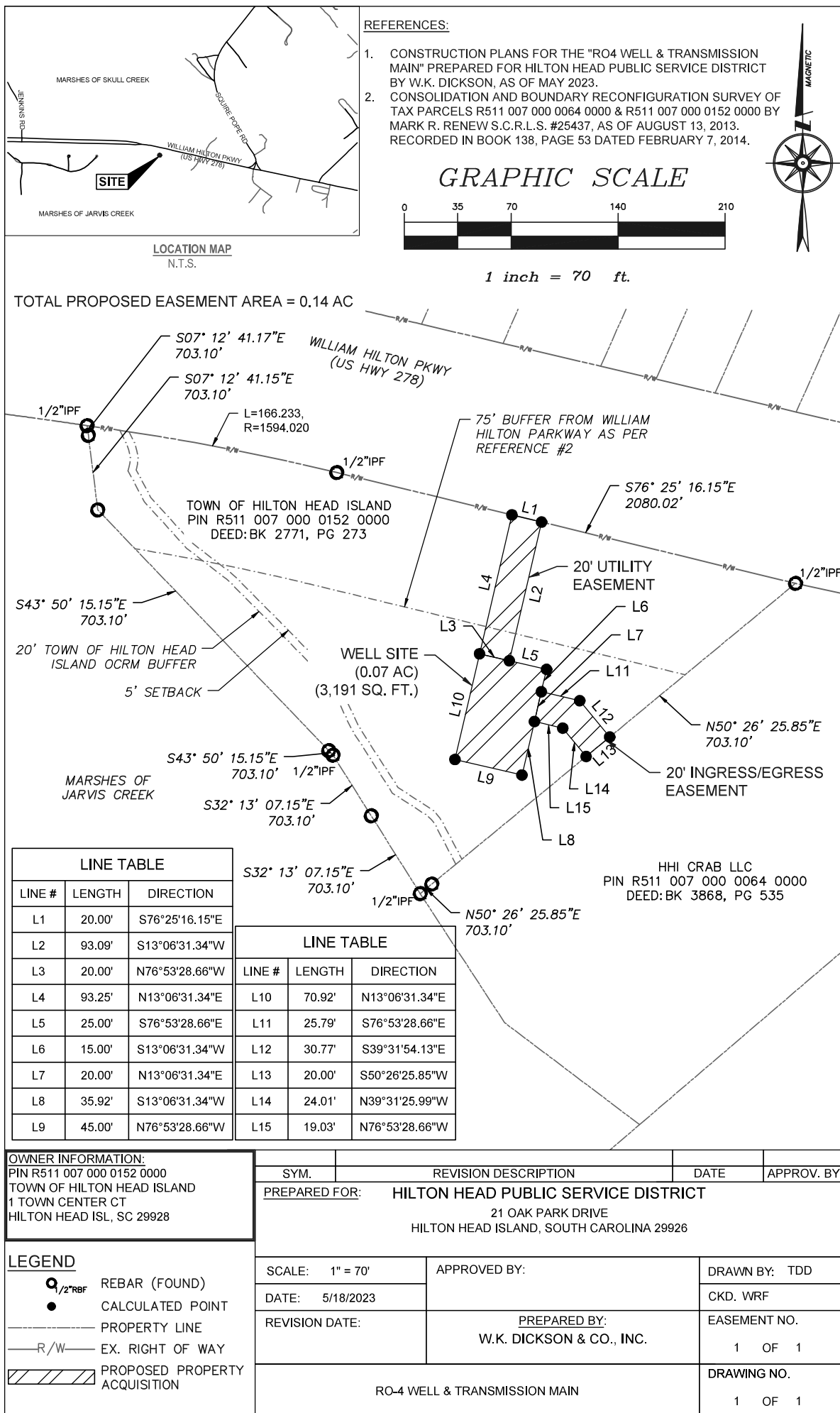
- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

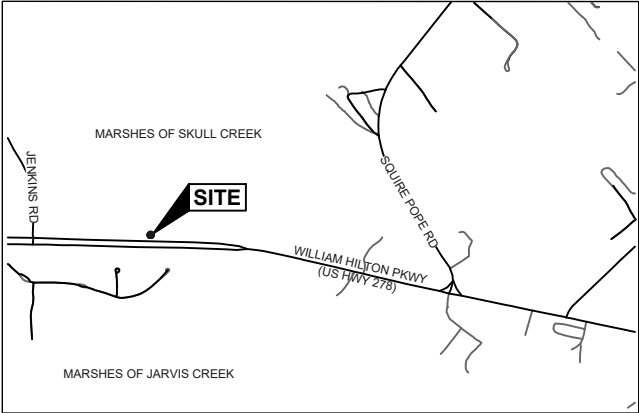
SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
PREPARED FOR: HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 70'	APPROVED BY:	DRAWN BY: TDD	
DATE: 6/12/2023		CKD. DB	
REVISION DATE: 2/21/2024	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
RO-4 WELL & TRANSMISSION MAIN		DRAWING NO. 1 OF 1	

EXHIBIT “B” TO UTILITY EASEMENT AGREEMENT



SHEET NUMBER L-100	Planting Plan	DATE: 8-23-2023 PROJECT NUMBER: 01-23032 SHEET NUMBER: L-100	DESIGNED BY: [blank] CHECKED BY: [blank] DATE: [blank]	HILTON HEAD PUBLIC SERVICE DISTRICT R04 WELL 100 William Hilton Pkwy Hilton Head Island, SC	WOOD+PARTNERS LANDSCAPE ARCHITECTURE LAWN PLANNING 21 Ledge Place Hilton Head Island, SC 29928 www.woodandpartners.com 843.681.9610
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REFERENCES:

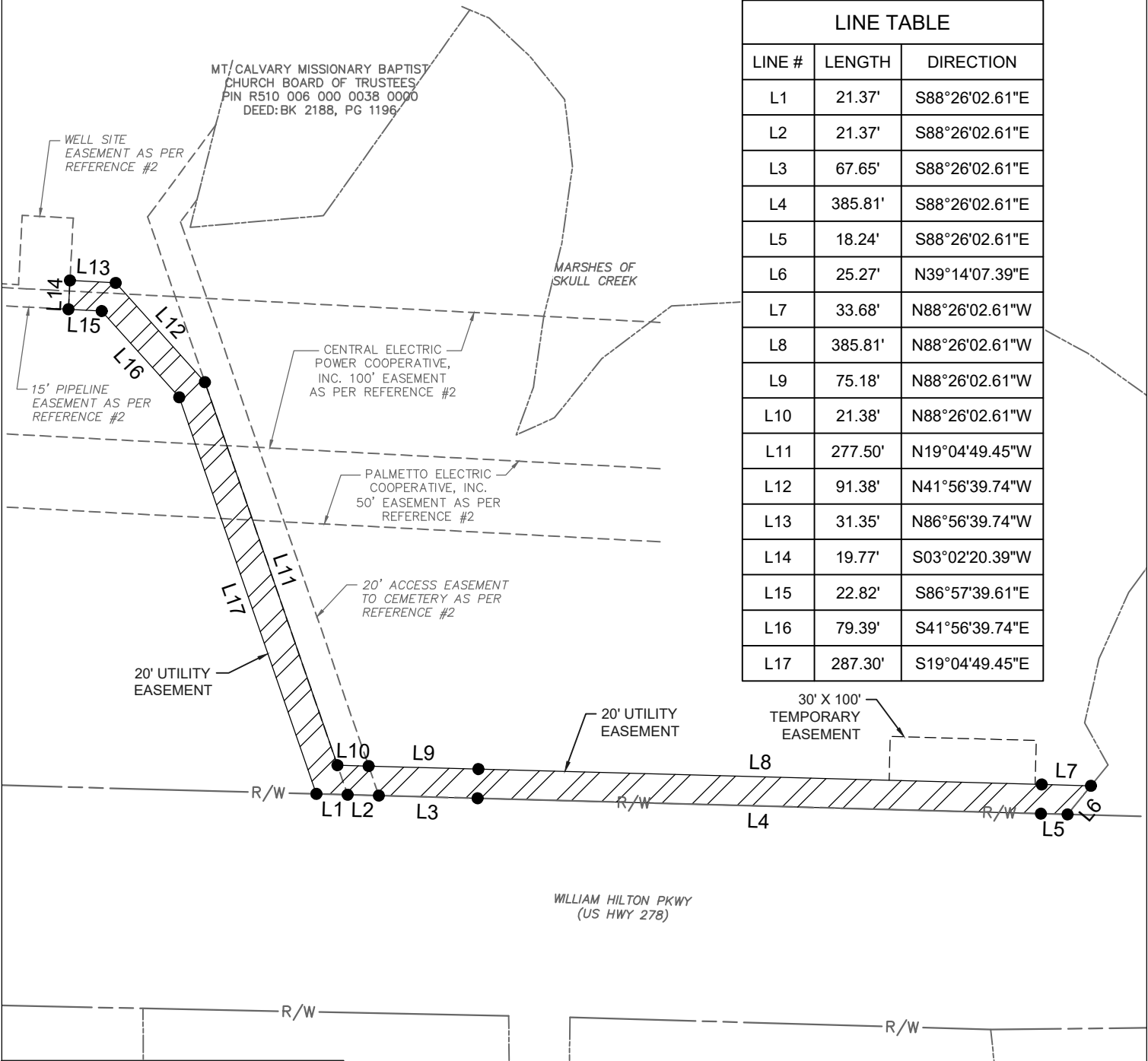
- 1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.
- 2. EASEMENT PLAT OF REVERSE OSMOSIS SITE, GATEWAY DRIVE, JENKINS ISLAND BY MARK R. RENEW S.C.R.L.S. #25437, AS OF OCTOBER 09, 2007. RECORDED IN BOOK 123, PAGE 115 DATED JANUARY 17, 2006.

GRAPHIC SCALE



1 inch = 100 ft.

TOTAL PROPOSED EASEMENT AREA = 0.42 AC



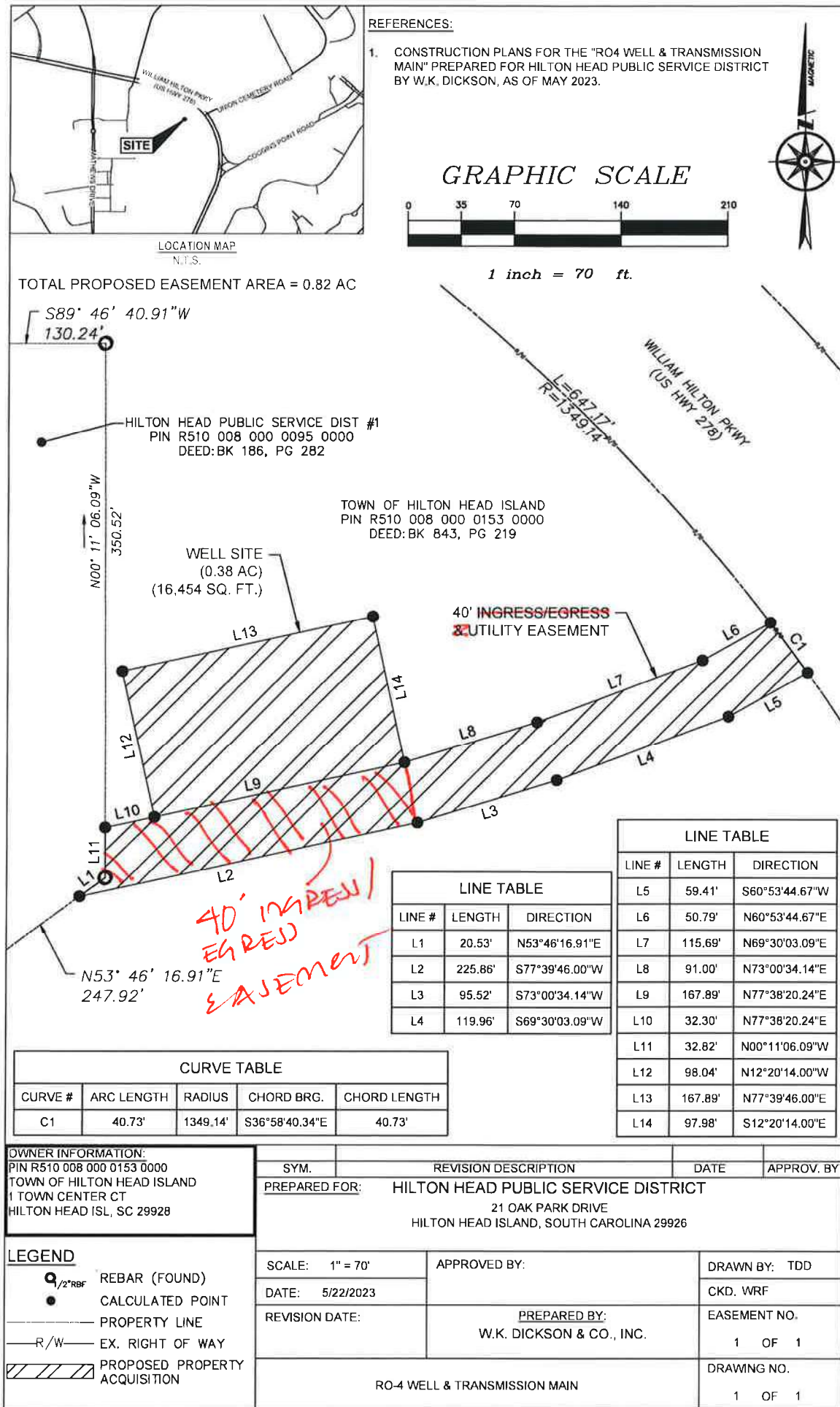
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	21.37'	S88°26'02.61"E
L2	21.37'	S88°26'02.61"E
L3	67.65'	S88°26'02.61"E
L4	385.81'	S88°26'02.61"E
L5	18.24'	S88°26'02.61"E
L6	25.27'	N39°14'07.39"E
L7	33.68'	N88°26'02.61"W
L8	385.81'	N88°26'02.61"W
L9	75.18'	N88°26'02.61"W
L10	21.38'	N88°26'02.61"W
L11	277.50'	N19°04'49.45"W
L12	91.38'	N41°56'39.74"W
L13	31.35'	N86°56'39.74"W
L14	19.77'	S03°02'20.39"W
L15	22.82'	S86°57'39.61"E
L16	79.39'	S41°56'39.74"E
L17	287.30'	S19°04'49.45"E

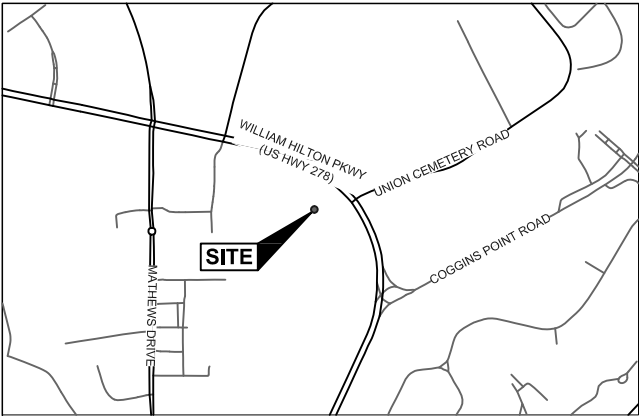
OWNER INFORMATION:
PIN R510 006 000 0001 0000
TOWN OF HILTON HEAD (THE)
% TOWN MANAGER
PO BOX 21252
HILTON HEAD ISL, SC 29925

LEGEND

- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- EX. EASEMENT
- PROPOSED PROPERTY ACQUISITION
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
PREPARED FOR: HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY: TDD	
DATE: 6/7/2023		CKD. WRF	
REVISION DATE:	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
RO-4 WELL & TRANSMISSION MAIN		DRAWING NO. 1 OF 1	





REFERENCES:

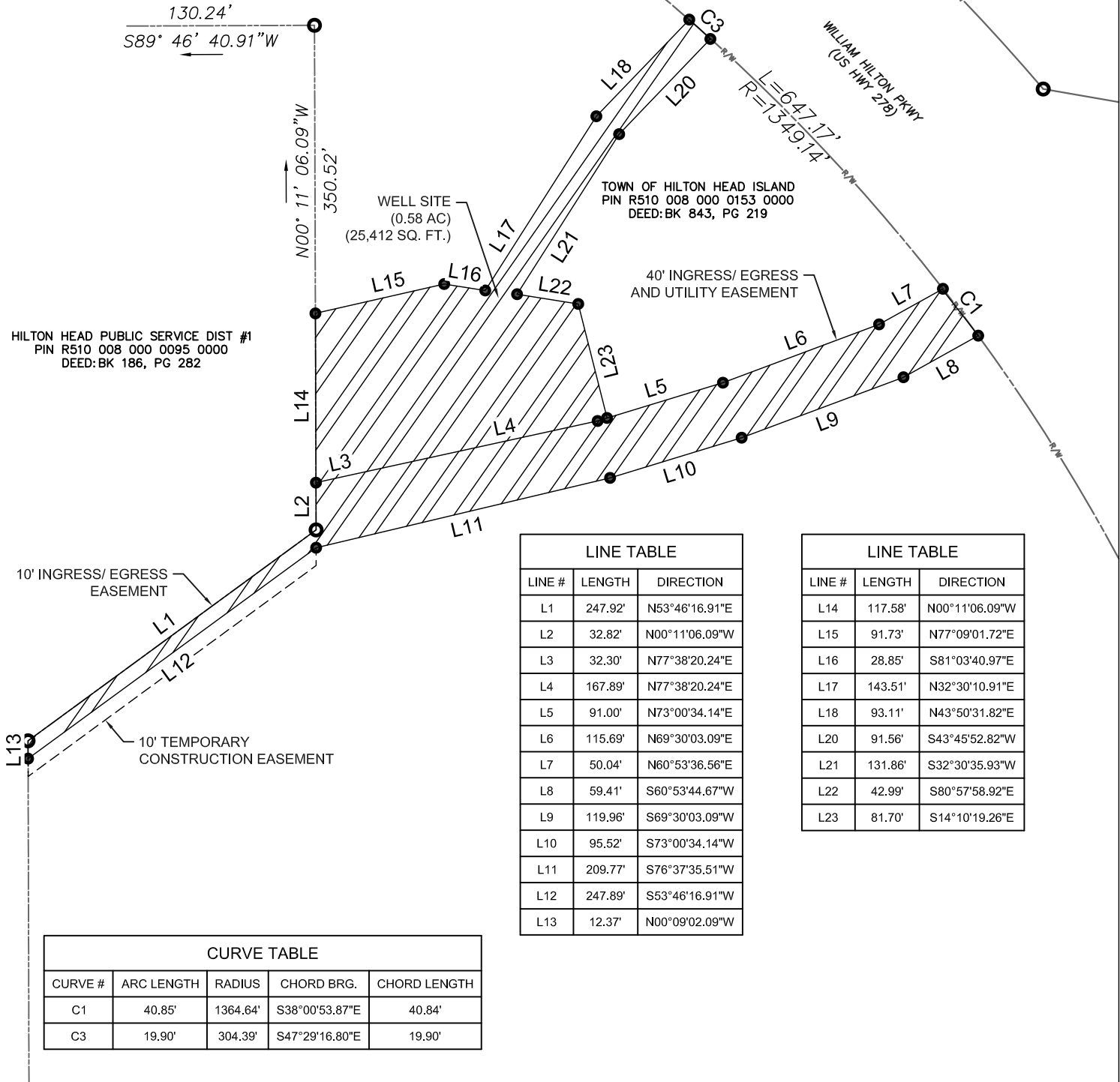
1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.

GRAPHIC SCALE



1 inch = 100 ft.

TOTAL PROPOSED EASEMENT AREA = 0.88 AC



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	247.92'	N53°46'16.91"E
L2	32.82'	N00°11'06.09"W
L3	32.30'	N77°38'20.24"E
L4	167.89'	N77°38'20.24"E
L5	91.00'	N73°00'34.14"E
L6	115.69'	N69°30'03.09"E
L7	50.04'	N60°53'36.56"E
L8	59.41'	S60°53'44.67"W
L9	119.96'	S69°30'03.09"W
L10	95.52'	S73°00'34.14"W
L11	209.77'	S76°37'35.51"W
L12	247.89'	S53°46'16.91"W
L13	12.37'	N00°09'02.09"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	117.58'	N00°11'06.09"W
L15	91.73'	N77°09'01.72"E
L16	28.85'	S81°03'40.97"E
L17	143.51'	N32°30'10.91"E
L18	93.11'	N43°50'31.82"E
L20	91.56'	S43°45'52.82"W
L21	131.86'	S32°30'35.93"W
L22	42.99'	S80°57'58.92"E
L23	81.70'	S14°10'19.26"E

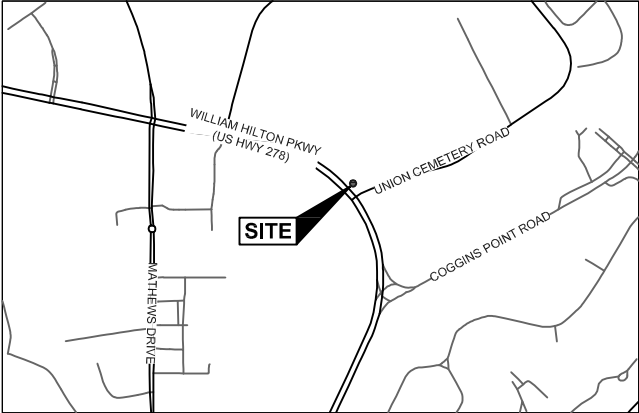
CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BRG.	CHORD LENGTH
C1	40.85'	1364.64'	S38°00'53.87"E	40.84'
C3	19.90'	304.39'	S47°29'16.80"E	19.90'

OWNER INFORMATION:
PIN R510 008 000 0153 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISL, SC 29928

LEGEND

- 1/2" RBF REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
PREPARED FOR: HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY: TDD	
DATE: 5/22/2023		CKD. DB	
REVISION DATE: 06/25/2024	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
ASR-2 WELL		DRAWING NO. 1 OF 1	



REFERENCES:

1. CONSTRUCTION PLANS FOR THE "RO4 WELL & TRANSMISSION MAIN" PREPARED FOR HILTON HEAD PUBLIC SERVICE DISTRICT BY W.K. DICKSON, AS OF MAY 2023.

GRAPHIC SCALE

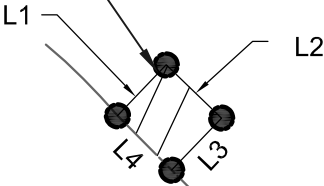


1 inch = 50 ft.



TOTAL PROPOSED EASEMENT AREA = 0.006 AC

UTILITY EASEMENT



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	18.34'	N43°47'24.47"E
L2	19.99'	S46°12'35.53"E
L3	18.80'	S43°45'12.42"W
L4	20.01'	S44°54'49.16"E

TOWN OF HILTON HEAD ISLAND
PIN R510 009 000 1199 0000

WILLIAM HILTON PKWY
(US HWY 278)

TOWN OF HILTON HEAD ISLAND
PIN R510 008 000 0153 0000
DEED: BK 843, PG 219

OWNER INFORMATION:
PIN R510 009 000 1199 0000
TOWN OF HILTON HEAD ISLAND
1 TOWN CENTER CT
HILTON HEAD ISL, SC 29928

LEGEND

- REBAR (FOUND)
- CALCULATED POINT
- PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

SYM.	REVISION DESCRIPTION	DATE	APPROV. BY
PREPARED FOR: HILTON HEAD PUBLIC SERVICE DISTRICT 21 OAK PARK DRIVE HILTON HEAD ISLAND, SOUTH CAROLINA 29926			
SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: NKS	
DATE: 5/22/2023		CKD. DB	
REVISION DATE: 06/26/2024	PREPARED BY: W.K. DICKSON & CO., INC.	EASEMENT NO. 1 OF 1	
ASR-2 WELL		DRAWING NO. 1 OF 1	



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Bryan McIlwee, *Director of Engineering*
VIA: Shawn Colin, *Assistant Town Manager*
CC: Marc Orlando, *ICMA-CM, Town Manager*
Josh Gruber, *Deputy Town Manager*
DATE: August 20, 2024
SUBJECT: Consideration of a Resolution Authorizing the Town Manager to Execute an Intergovernmental Agreement with Beaufort County for the William Hilton Parkway Safety and Pedestrian Improvements from Beach City Road to Dillon Road and along Palmetto Bay Road

RECOMMENDATION:

Consideration of a Resolution Authorizing the Town Manager to Execute an Intergovernmental Agreement with Beaufort County for the William Hilton Parkway Safety and Pedestrian Improvements from Beach City Road to Dillon Road and along Palmetto Bay Road.

BACKGROUND:

In January 2024, Town Staff and Beaufort County began discussions relating to potential funding available for projects on Hilton Head Island. Beaufort County advised that County Impact Fee funding was available for projects that improve safety or improve capacity on William Hilton Parkway and Palmetto Bay Road with the intent that they be completed by October 2024.

The two projects recommended by Staff are projects that meet the criteria and can be accomplished by the October 2024 deadline:

- William Hilton Parkway - Northridge Area Segment 3 Safety Improvements

This project will update crosswalk pavement markings and replace existing pedestrian crossing signs with a push button rectangular rapid flashing beacon (RRFB).

- William Hilton Parkway and Palmetto Bay Road Intersection Safety Improvements, Signage and Pavement Marking

This project will update pavement markings, street signs, and make safety improvements to intersections.

The IGA is in the amount of \$600,000 and was unanimously approved by Beaufort County Council on April 8, 2024.

On July 9, 2024, the Finance & Administrative Committee voted unanimously to recommend this Resolution to Town Council for approval.

SUMMARY:

Recommendation of the Resolution authorizing the Town Manager to execute an IGA with Beaufort County will allow Staff to implement the safety and pedestrian improvements from Beach City Road to Dillon Road and along Palmetto Bay Road to meet the October 2024 deadline.

ATTACHMENTS:

1. Resolution
Exhibit A - Intergovernmental Agreement with Beaufort County

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA CONCERNING THE WILLIAM HILTON PARKWAY PEDESTRIAN AND SAFETY IMPROVEMENTS.

WHEREAS, the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), has a need for safety improvements and pedestrian accommodations along certain sections of William Hilton Parkway (US Highway 278) at areas located within the municipal limits of Town of Hilton Head Island; and

WHEREAS, the County collects development impact fees in accordance with the Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, and such fees may be expended on qualifying capital or system improvements, that address safety and capacity, in jurisdictions from which they were collected. The planned safety and pedestrian improvements on William Hilton Parkway are qualifying projects; and

WHEREAS, Beaufort County has a 2024 Fiscal Year balance of \$600,000.00 in Traffic Impact Fees that must be allocated to qualifying projects within the Hilton Head Island – Daufuskie Island jurisdictions; and

WHEREAS, the Town and County seek to enter into an intergovernmental agreement whereby the County will offer aid and assistance to the Town in the form of funding for two safety projects along sections of William Hilton Parkway at areas located within the municipal limits of the Town; and

WHEREAS, the two safety projects are to be completed pursuant to the Intergovernmental Agreement are in the Northridge Area Segment 3 Safety Improvements, which will consist of updating crosswalk pavement markings and

replacement of existing pedestrian crossing signs with a push-button rectangular rapid flashing beacon (RRFB), in-pavement crosswalk lighting and roadway lighting; and in the William Hilton Parkway and Palmetto Bay Road Intersection will consist of updating pavement markings, street signs, and minor safety improvements to intersections; and

WHEREAS, pursuant to S.C. Code of Laws § 4-9-40, and § 6-1-20, and S. C. Const. art. VIII, § 13, cities and counties may enter into agreements to provide joint services when mutually desirable.

WHEREAS, the Town Council finds that completion of the projects described herein and in the proposed Intergovernmental Agreement attached to this Resolution as Exhibit “A” is in the best interests of the Town and its citizens, residents, and visitors.

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

(a) The Town Manager is authorized to execute and deliver the Intergovernmental Agreement with Beaufort County, South Carolina, a copy of which is attached hereto as Exhibit “A.”

(b) The Town Manager is authorized to take all other and further actions as are needed to complete obligations of the Town described in the Intergovernmental Agreement, and to complete the qualifying projects described in the Intergovernmental Agreement.

**MOVED, APPROVED, AND ADOPTED ON THIS ____ DAY OF JULY,
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” TO RESOLUTION AUTHORIZING INTERGOVERNMENTAL
AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA**

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

**INTERGOVERNMENTAL AGREEMENT
WILLIAM HILTON PARKWAY SAFETY
AND PEDESTRIAN IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 3rd day of May, 2024 by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), and Beaufort County, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Town and County seek to establish an agreement whereby the County will offer aid and assistance to the Town in the form of funding for two safety projects along sections of William Hilton Parkway (US 278) at areas located within the Town of Hilton Head Island; and

WHEREAS, the two safety projects to be completed pursuant to an Intergovernmental Agreement are 1) in the Northridge Area Segment 3 Safety Improvements, which will consist of updating crosswalk pavement markings and replace existing pedestrian crossing signs with a push-button rectangular rapid flash beacon (RRFB), in pavement crosswalk lighting and roadway lighting; and 2) in the William Hilton Parkway and Palmetto Bay Road Intersection will update pavement markings, street signs, and make minor safety improvements to intersections; and

WHEREAS, the County collects development impact fees in accordance with the Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, and such fees may be expended on qualifying capital or system improvements, that address safety and capacity, in jurisdictions from which they were derived. The planned safety and pedestrian improvements on William Hilton Parkway are a qualifying project; and

WHEREAS, the County has a 2024 Fiscal Year balance of \$600,000.00 in Traffic Impact Fees that must be allocated to eligible transportation projects within the Hilton Head Island – Daufuskie Island jurisdictions; and

WHEREAS, pursuant to S.C. Code of Laws Sections 4-9-40, and 6-1-20, and Article VIII, Section 13 of the State of South Carolina Constitution, cities and counties may enter into agreements to provide joint services when mutually desirable.

NOW, THEREFORE, the below-listed Intergovernmental Agreement is established to better serve the needs of the Town and County by providing safety improvements along portions of William Hilton Parkway within the Town's municipal boundaries.

SECTION 1 – DEFINITIONS

- A. **TRAFFIC IMPACT FEES** - These are development impact fees charged by the County in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees, and such fees may be expended on qualifying capital or system improvements in jurisdictions from which they were derived.
- B. **PROJECT** - The overall project will consist of work at two locations on William Hilton Parkway and the improvements are more specifically defined below:
 - a. William Hilton Parkway - Northridge Area Segment 3 Safety Improvements.
 - i. This project will update crosswalk pavement markings and replace existing pedestrian crossing signs with a push-button rectangular rapid flash beacon (RRFB), in pavement crosswalk lighting and roadway lighting.
 - b. William Hilton Parkway and Palmetto Bay Road Intersection Safety Improvements, Signage, and Pavement Marking.
 - i. This project will update pavement markings, street signs, and make minor safety improvements to intersections.

SECTION 2 – PROCEDURES

- A. **DESIGN & PERMITTING:** The Town will be responsible for the design of the project and any procurement necessary to hire an engineering consultant required to design the planned improvements. The Town and its consultants will be responsible for obtaining all permits required to perform the work.
- B. **CONSTRUCTION:** The Town will be responsible for the procurement of a contractor to perform the planned work. The contractor is to perform the work in accordance with the prepared plans, specifications, and permit requirements.
- C. **CONSTRUCTION ADMINISTRATION & INSPECTION:** The Town will be responsible for the administration of the construction contract and any inspection of the work as required by the SCDOT encroachment permit.
- D. **INVOICES:** For all work on the project, the Town shall submit paid invoicing documentation to the County. The Town shall send the County an invoice(s) for all completed work requesting reimbursement in an amount not to exceed \$600,000.00. Any project costs incurred greater than \$600,000.00 will be the responsibility of the Town.
- E. **PAYMENT:** The County shall pay the invoice, or advise of any disputed items, not later than thirty (30) days following the billing date.

SECTION 3 – INSURANCE

Each party to this Agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 4 – LIABILITY

Each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 5 – TERM

This Agreement shall run through completion of the project or December 31, 2024, whichever comes first. This agreement may be terminated upon thirty (30) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

SECTION 6 – SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties of this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this 31st day of may, 2024.

WITNESSES:



Brenna S. Owens

WITNESSES:

BEAUFORT COUNTY

By: 

Its: Interim County Administrator

TOWN OF HILTON HEAD ISLAND

By: _____

Its: _____



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Bryan McIlwee, PE, *Director of Engineering*
VIA: Shawn Colin, *Assistant Town Manager*
CC: Marc Orlando, ICMA-CM, *Town Manager*
DATE: August 20, 2024
SUBJECT: Consideration of a Resolution to Support a Best Buddies Certified Inclusive Playground at Shelter Cove Community Park

RECOMMENDATION:

Staff recommends Town Council consider a Resolution (Attachment 1) supporting a Best Buddies® International (Best Buddies) and Miracle® Recreation (Miracle Recreation) certified inclusive playground at Shelter Cove Community Park.

BACKGROUND:

In April 2024, the Town was approached by Miracle Recreation and Best Buddies regarding a collaborative partnership to bring inclusive playgrounds to communities across the United States, including Hilton Head Island.

Miracle Recreation, a playground manufacturer for nearly a century, and Best Buddies, a nonprofit dedicated to creating opportunities for friendship, employment, leadership development and inclusive living for people with intellectual and developmental disabilities (IDD), have announced an ambitious program to develop Best Buddies commercial playgrounds and Buddy Benches. Best Buddies-Miracle Recreation playgrounds will be designed to provide a new standard of best-in-class inclusive and accessible playground equipment for all ages and abilities.

Best Buddies + Miracle Recreation Inclusive Playgrounds are intentionally designed so children of all abilities and their caregivers can play, be challenged and have fun together. Their playgrounds go beyond wheelchair accessibility to include designs and features that support the needs kids with intellectual and developmental disabilities, so everyone has a truly inclusive, inviting and enjoyable playground experience.

Miracle Recreation and Best Buddies expect to have their Buddy Benches and first inclusive playgrounds installed in 2024.

Staff believes the recently approved Shelter Cove Community Park expansion provides the best opportunity to participate in this program. The Shelter Cove Community Park master plan includes a new, larger, inclusive playground in the park programming

components. Staff received Parks and Recreation Commission input on the program and their recommendation for approval to Town Council.

About Best Buddies

Best Buddies is a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment, leadership development and inclusive living for people with intellectual and developmental disabilities (IDD). Founded in 1989 by Anthony K. Shriver, Best Buddies is a vibrant organization that has grown from one original chapter to nearly 3,000 middle school, high school, and college chapters worldwide. Today, Best Buddies' 11 formal programs - Elementary Schools, Middle Schools, High Schools, Colleges, Citizens, e-Buddies®, Jobs, Ambassadors, Promoters, Transitions and Inclusive Living - engage participants in each of the 50 United States and in 49 countries, positively impacting the lives of nearly one million people with and without disabilities around the world. In many cases, as a result of their involvement with Best Buddies, people with intellectual and developmental disabilities secure rewarding jobs, live on their own, become inspirational leaders, and make lifelong friendships. For more information, please visit www.bestbuddies.org.

About Miracle Recreation

Founded nearly a century ago, Miracle Recreation inspires communities to develop kids with the character to lead tomorrow through its high-quality playgrounds. A division of PlayPower®, Inc., Miracle Recreation, pioneers the world of thrilling commercial outdoor play equipment with the belief that a lifetime of self-discovery, independence, and leadership begins on a playground. That's where children experience perceived risks, which challenge and transform them, opening their minds to new perspectives. To learn more, visit Miracle-Recreation.com.

SUMMARY:

In April 2022, Staff and their consultant team developed a project scope for the expansion of Shelter Cove Community Park, which has been open to the public since 2015. The scope of work identified opportunities for enhancements to park amenities including vehicular parking, playground expansion, and views to Broad Creek. The Master Plan for Shelter Cove Community Park includes the following improvements:

- Expansion of the existing park's Promenade,
- Pathway network through an existing forested area,
- Expanded passive open lawn spaces with public art,
- A larger, more inclusive playground,
- Additional vehicular parking, and
- Iconic overlook structure with views of Broad Creek.

On April 18, 2023, Town Council voted unanimously to adopt the Master Plan for Shelter Cove Community Park (Attachment 2).

Town Council recently approved funding in the FY25 Capital Budget for the final design and permitting for the park.

On July 11, 2024, the Parks & Recreation Commission voted unanimously (6-0) to recommend Town Council consider supporting the Best Buddies certified playground.

If this is approved by Town Council, Staff would work with our park design team and the Miracle Recreation representatives to design a playground that is Best Buddies certified and appropriate for Hilton Head Island.

Miracle Recreation equipment can be purchased from a cooperative purchasing program that allows the Town to purchase equipment from existing, competitively solicited contracts. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. This form of competitive purchasing meets the Contracting/Procurement requirements established in Title 11 of the Town's Municipal Code.

ATTACHMENT:

1. Resolution
2. Shelter Cove Community Park Master Plan

**A RESOLUTION BY THE HILTON HEAD ISLAND TOWN COUNCIL
SUPPORTING A BEST BUDDIES CERTIFIED INCLUSIVE PLAYGROUND
AT SHELTER COVE COMMUNITY PARK**

WHEREAS, the Town of Hilton Head Island (the “Town”) owns an approximately 21 acre park known as Shelter Cove Park; and

WHEREAS, the Town staff presented a proposed master plan (“Master Plan”) to the Town Council on April 18, 2023; and

WHEREAS, the Town Council voted 7-0 to recommend approval of the Master Plan for Shelter Cove Park Expansion; and

WHEREAS, the Master Plan for park improvements include pedestrian and bicycle connectivity, vehicular parking, an overlook structure and a playground area; and

WHEREAS, inclusive playgrounds are designed to be physically accessible to children of all abilities and provide equal and equitable access to play for all children and their caregivers; and

WHEREAS, “Miracle Recreation” (Miracle Recreation), is an entity that manufactures playground equipment, and “Best Buddies International” (Best Buddies), is a nonprofit organization dedicated to the promotion and development of inclusive living opportunities for people with intellectual and developmental disabilities (IDD); and,

WHEREAS, Miracle Recreation and Best Buddies have developed program to manufacture and develop “Best Buddies” commercial playgrounds and “Buddy Benches”; and,

WHEREAS, Best Buddies-Miracle Recreation playgrounds are promoted as best-in-class inclusive and accessible playground equipment for all ages and abilities; and

WHEREAS, the Hilton Head Island Town Council agrees with the Parks and Recreation Commission's recommendation and now desires to investigate the potential advantages of "Best Buddies-Miracle Recreation" playground equipment.

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

1. The Town Manager is authorized to investigate the potential advantages of "Best Buddies-Miracle Recreation" playground equipment for a playground at the Town's Shelter Cove Park.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

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

Alan R. Perry, Mayor

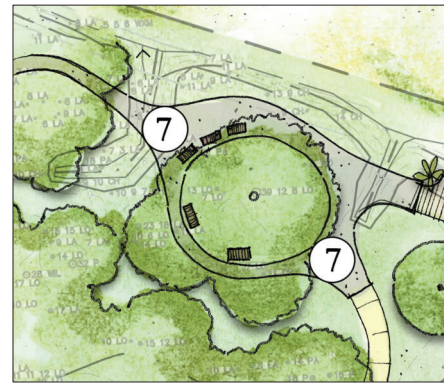
ATTEST:

Kimberly Gammon, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



8: PHASE ONE

SCALE: 1:30

KEY

- 1 - LAWN
- 2 - 50 PERVIOUS PARKING SPACES
- 3 - ASPHALT DRIVE
- 4 - WATER FRONT PROMENADE
- 5 - NEW PLAYGROUND
- 6 - CONNECTION TO PHASE ONE
- 7 - PERVIOUS WALK
- 8 - BROAD CREEK OBSERVATION PLATFORM
- 9 - TRAIL TO NEWPORT CONDOS
- 10 - THIN & UNDERBRUSH, OPEN UNDER OAK CANOPY
- 11 - FUTURE RESTROOM LOCATION, STUB OUT UTILITIES
- 12 - FENCING
- 13 - PLAYGROUND LAWN
- 14 - S.T.E.A.M. PLAY
- 15 - PUBLIC ART DISPLAY
- 16 - BIKE RACKS & OTHER FURNISHINGS
- 17 - FENCE & BUFFER PLANTINGS

