



The Town of Hilton Head Island  
**Town Council**  
Tuesday, May 21, 2019, 4:00 p.m.  
Benjamin M. Racusin Council Chambers  
**AGENDA**

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*As a courtesy to others please turn off / silence ALL mobile devices during the Town Council Meeting. Thank You.*

1. **Call to Order**
2. **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.
3. **Pledge to the Flag**
4. **Invocation – Reverend Bill McCutchen, Hilton Head Presbyterian Church**
5. **Approval of Minutes**
  - a. Town Council Meeting, May 7, 2019
  - b. Town Council Budget Workshop, May 14, 2019
6. **Report of the Town Manager**
  - a. Items of Interest
    - *Public Hearing for FY2020 Budget, June 4, 2019 at 5:00 p.m.*
7. **Reports from Members of Council**
  - a. General Reports from Council
  - b. Report of the Intergovernmental Committee – Bill Harkins
  - c. Report of the Community Services & Public Safety Committee – Marc Grant
  - d. Report of the Public Planning Committee – David Ames
  - e. Report of the Finance & Administrative Committee – Tom Lennox
8. **Appearance by Citizens**  
*[Town Code § 2-5-70: To sign-up, notify the Town Clerk prior to 12:00 p.m. the day of the meeting. All comments are limited to 3 minutes.]*
9. **Consent Agenda - NONE**
10. **Proclamations/Commendations – NONE**

## **11. Unfinished Business**

### **a. Second Reading of Proposed Ordinance 2019-05 – Animal Control Ordinance**

Second Reading of Proposed Ordinance 2019-05 amending Chapter 1 of Title 17 of the Municipal Code of the Town of Hilton Head Island, South Carolina, adopted by reference of the Beaufort County Ordinance Chapter 14, Article II Animal Control; and providing for severability and an effective date.

### **b. Second Reading of Proposed Ordinance 2019-09 – Shore Beach Services, Inc. Franchise & Services Agreement Renewal**

Second Reading of Proposed Ordinance 2019-09 granting a renewal term of five years to Shore Beach Services, Inc. for a Non-Exclusive Franchise for the purpose of conducting certain commercial activities within specified public beach areas on Hilton Head Island; and providing for severability and an effective date.

## **12. New Business**

### **a. First Reading of Proposed Ordinance 2019-14 – Shipyard Re-Zoning**

First Reading of Proposed Ordinance 2019-14 to amend Title 16, “the Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by emending Section 16-1-107, the Official Zoning Map and the Shipyard Plantation Master Plan with respect to certain 2.78 and 2.77 Acre Parcels located at 10 Shipyard Drive, identified as Parcels 343 and 394 and Beaufort County Tax Map 15, within the Shipyard Plantation Master Plan under the PD-1 (Planned Development Mixed Use) District, to change the existing uses for both Parcels to Community Services, Parks and Open Space with Density of 4,000 GFA for Parcel 343 and 10,000 GFA for Parcel 394, and to reduce the maximum building height allowed from 75 feet to 45 feet; and providing for severability and an effective date.

## **13. Executive Session**

### **a. Land Acquisition**

Discussion of negotiations incident to the proposed sale, lease, or purchase of property in the:

- i. Beach City Road area
- ii. Marshland Road area

### **b. Contractual Matters**

Discussions of negotiations incidents to proposed contractual arrangements regarding law enforcement services

### **c. Personnel Matters**

Discussions of appointments of members related to Boards & Commissions.

## **14. Possible actions by Town Council concerning matters discussed in Executive Session**

- a. Possible actions related to appointments of members to Boards & Commissions

## **15. Adjournment**

**TOWN OF HILTON HEAD ISLAND  
TOWN COUNCIL MEETING**

**Date:** Tuesday, May 7, 2019

**Time:** 4:00 p.m.

**Present from Town Council:** John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro-Tempore*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, *Council Members*

**Absent from Town Council:** Glenn Stanford, *Council Member*

**Present from Town Staff:** Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*, Charles Cousins, *Assistant to the Town Manager*; Scott Liggett, *Director of Public Projects and Facilities*; Shawn Colin, *Director of Community Development*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Steven Markiw, *Deputy Finance Director*; Cindaia Ervin, *Finance Assistant*; Melissa Cope, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

**Present from Media:** Katherine Kokal, *Island Packet*

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**1. Call to Order**

Mayor McCann called the meeting to order at 4:00 p.m.

**2. 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.

**3. Pledge of the Flag**

**4. Invocation – Father Greg Kronz of St. Luke’s Church**

Father Greg Kronz of St. Luke’s Church delivered the invocation.

**5. Approval of the Minutes**

**a. Town Council Meeting, April 23, 2019**

Mr. Harkins moved to approve the minutes from April 23, 2019. Mr. Grant seconded, the motion was approved by a vote of 6-0.

**b. Town Council Special Meeting, April 25, 2019**

Mr. Harkins moved to approve the minutes from April 25, 2019. Mr. Grant seconded, the motion was approved by a vote of 6-0.

**6. Report of the Town Manager**

**a. U.S. 278 Gateway Corridor Committee Update, David Johnson, Chairman**

David Johnson, Chairman, gave an overview of the happenings from the Committee since their first meeting on February 14<sup>th</sup>. He explained that the Committee has been meeting on a regular basis and was able to submit bridge alternatives to the SCDOT. Mr. Johnson noted that of the suggested alternatives submitted, it looked as though they may have chosen one of the Committees. He closed by stating that the Committee will continue to meet regularly and is hoping to further community communications.

## **6. Report of the Town Manager (cont.)**

### **b. Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association**

Mayor McCann presented John Troyer, Finance Director and Steven Markiw, Deputy Finance Director with this year's Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. This was the 30<sup>th</sup> year in a row for the Town to receive this achievement.

### **c. Items of Interest**

Mr. Riley reviewed the Items of Interest, including Town news, upcoming Town meetings, and noteworthy events taking place throughout the Island over the coming weeks.

## **7. Reports From the Members of Council**

### **a. General Reports from Council**

Mayor McCann reported that he had the opportunity to meet with representatives of the Christian Academy rezoning application. He noted that they indicated a number of proposed changes to the Development Request based on comments and feedback from Town Council and members of the public. The Mayor said that he suggested that they take the revised proposal to the Planning Commission meeting on May 15<sup>th</sup> and without any unforeseen circumstances, this matter could be back to Town Council on May 21<sup>st</sup>.

### **b. Intergovernmental & Public Safety Committee – Bill Harkins**

Mr. Harkins stated that he had two questions that he did not expect to be answered at this meeting, but was looking for direction. The first having to do with the Complete Streets discussion and the second having to do with the Workforce Housing discussion. He said that he has been asked by several of his constituents when discussions may take place on these two topics.

### **c. Community Services and Public Safety Committee– Marc Grant**

Mr. Grant stated that the Committee met on April 29<sup>th</sup> where they reviewed applications and interviewed applicants for open boards and commissions roles. He said during Executive Session, Town Council would review the Committee's recommendation to fill some of the open roles.

### **d. Public Planning Committee – David Ames**

Mr. Ames stated that he did not have a report.

### **e. Finance & Administrative Committee – Tom Lennox**

Mr. Lennox stated that the Committee met earlier in the day, where they discussed two items. The first was related to the review of the Town Manager and the second was a presentation from the Executive Director of the County EDC, John O'Toole.

## **8. Appearance by Citizens**

**Skip Hoagland:** Mr. Hoagland appeared before Council to discuss matters related to Town business and the Chamber.

**Pamela Martin-Ovens:** Ms. Martin-Ovens appeared before Council to discuss matters related to the Christian Academy rezoning matter.

## **9. Consent Agenda – NONE**

## **10. Proclamations/Commendations - NONE**

## **11. Unfinished Business**

### **a. Revised First Reading of Proposed Ordinance 2019-05 – Animal Control Ordinance**

Revised First Reading of Proposed Ordinance 2019-05 amending Chapter 1 of Title 17 of the Municipal Code of the Town of Hilton Head Island, South Carolina, adopted by reference of the Beaufort County Ordinance Chapter 14, Article II Animal Control; and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Ames seconded. Ms. Trice with Beaufort County addressed the members of Council, explaining the different changes and why the changes were made. With some discussion had between the representatives from the County and the members of Council, the motion passed by a vote of 5-0-1, with Ms. Becker abstaining.

## **12. New Business**

### **a. First Reading of Proposed Ordinance 2019-09 – Shore Beach Services, Inc. Franchise & Services Agreement Renewal**

First Reading of Proposed Ordinance 2019-09 granting a renewal term of five years to Shore Beach Services, Inc. for a Non-Exclusive Franchise for the purpose of conducting certain commercial activities within specified public beach areas on Hilton Head Island; and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Grant seconded. With some discussion from both the members of Council and the public at large, the motion was approved by a vote of 6-0.

### **b. First Reading of Proposed Ordinance 2019-15 – Fiscal Year 2020 Budget**

First Reading of Proposed Ordinance 2019-15 to raise revenue and adopt a budget for the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2020; to establish a Property Tax Levy; to establish Funds; to establish a policy for Acquisition of Rights of Way and Easements; and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Grant seconded. John Troyer, Finance Director, gave a brief overview of the budget, highlighting the high level items. With some discussion from both the members of Council and the public at large, the motion was approved by a vote of 6-0.

### **c. Consideration of a Recommendation – Hilton Head Island-Bluffton Chamber of Commerce DMO Agreement with the Town**

Consideration of a Recommendation from the Finance and Administrative Committee to the Town Council of Hilton Head Island, South Carolina, regarding the Chamber of Commerce Visitor and Convention Bureau (VCB) as the Town's Designated Marketing Organization for the State Accommodations Tax Purposes.

Mr. Harkins moved to approve. Mr. Grant seconded. With some public comments as well as discussion from the members of Council, the motion passed by a vote of 6-0.

## **13. Executive Session**

Mr. Riley stated that an Executive Session was needed to review the following matters; (a) Land Acquisition, discussion of negotiations incident to the proposed contractual arrangements, sale or purchase of property in the Beach City Road area and (b) Personnel Matters, discussion of appointments of members related to Boards and Commissions.

At 4:50 p.m. Mr. Harkins moved to go into Executive Session for the items mentioned by the Town Manager. Mrs. Becker seconded. The motion was approved by a vote of 6-0.

Town Council returned from Executive Session at 5:27 p.m.

**14. Possible actions by Town Council concerning matters discussed in Executive Session**

- a. Possible actions regarding discussions of appointments of members related to Boards and Commissions.

Mr. Grant moved to make the following appointment to Town Boards and Commissions:

Alan Perry to the Planning Commission as an At-Large member to complete the unexpired term of Glenn Stanford, ending June 30, 2020;

David McAlister to the Design Review Board as a Landscape Architect member to complete the unexpired term of Ron Hoffman, ending June 30, 2020; and

John Moleski to the Design Review Board as an At-Large member for a term beginning July 1, 2019 and ending June 30, 2022.

Mr. Harkins seconded. The motion for the appointments was approved by a vote of 6-0.

**15. Adjournment**

At 5:30 Mr. Harkins moved to adjourn. Mr. Grant seconded. The motion to adjourn was approved by a vote of 6-0.

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Krista Wiedmeyer, Town Clerk

Approved: May 21, 2019

\_\_\_\_\_  
John J. McCann, Mayor

**TOWN OF HILTON HEAD ISLAND  
TOWN COUNCIL MEETING**

**Date: Tuesday, May 14, 2019**

**Time: 4:00 p.m.**

**Present from Town Council:** John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro-Tempore*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, Glenn Stanford, *Council Members*

**Present from Town Staff:** Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*, Charles Cousins, *Assistant to the Town Manager*; Scott Liggett, *Director of Public Projects and Facilities*; Shawn Colin, *Director of Community Development*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Steven Markiw, *Deputy Finance Director*; Angie Stone, *Human Resource Director*; Chris Blankenship, *Deputy Fire Chief*; Joheida Fister, *Deputy Fire Chief*; Jeff Buckalew, *Town Engineer*; Jeff Netzinger, *Assistant Town Engineer/Storm Water Manager*; Erica Madhere, *Finance Administrator*; Heidi Boring, *Finance Administrator*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

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**1. Call to Order**

Mayor McCann called the meeting to order at 4:00 p.m.

**2. 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.

**3. Review of the General Operating Budget**

**4. Review of the Debt. Service Budget**

John Troyer, Finance Director, gave an overview and summary of the Town's Fiscal Year 2020 and Fiscal Year 2021 Biennial Budget. He gave a historical comparison of the budget expenditures for the last three fiscal years, showing how expenditures have decreased since Hurricane Matthew. Mr. Troyer discussed the Millage Rates, staffing, the General Fund, and an overview of the Debt. Service Budget, including the history and future. He showed the Capital Improvement Program numbers, explaining that Scott Liggett would have a more in depth presentation or explanation of these figures. Mr. Troyer also showed the Storm Water Utility Fund figures, noting that Jeff Netzinger would also be giving a presentation to further explain those figures. Mr. Troyer then discussed the proposal for an increase in the reserves. He said the proposal would be 35%-40% versus the current 25%-30%. Mr. Troyer explained by doing this, it not only allows the Town to prepare for natural disasters, but also helps accommodate for seasonality of revenues. He concluded his discussion with Council with a number of follow-up question and answers he received prior to the start of the day's meeting.

Shawn Colin, Director of Community Development, gave an overview of the Comprehensive Plan process. He explained that so much of what sets the priorities for the CIP and other projects for the Town, comes out of the Comprehensive Plan and that process. He noted that the Town is in the middle of the process right now. Mr. Colin said in 2010 the plan yielded "core theme" and later on yielded the "core values." What is pending at this time are the strategies which help guide policy decisions. He said that the Town has been very successful meeting the achievements setup within the plan. Mr. Colin stated that as Council is considering the budget, to remember that it will take about a year to put the strategies in place with; along with new policies. He also asked that Council remember that the Comprehensive Planning process is just that, a process. Lastly, Mr. Colin provided Council with the timeline and schedule for the Comprehensive Planning process. Upon the conclusion of his presentation, he answered some questions posed by the members of Council.

## **5. Review of the Capital Improvement Program**

Scott Liggett, Director of Public Projects and Facilities, gave an overview of the Capital Improvement Program budget. Explaining that these expenditures provided show 13 project lines that total about \$9.8 million of proposed funding should they be approved. He noted that of the \$9.8 million, about 80% of it is described in four projects. From there, Mr. Liggett went into some detail concerning the figures and projects. Upon the conclusion of his presentation, Mr. Liggett answered questions posed by the members of Council concerning the CIP budget.

## **6. Review of the Storm Water Utility Fund**

Jeff Netzinger, Assistant Town Engineer/Storm Water Manager, gave a brief presentation to the members of Council related to the Storm Water Utility Fund. He explained the overall figures for the upcoming Fiscal Year. He showed the differences between the different funds within the SWU budget. Mr. Netzinger also showed how Storm Water Utility plans for the upcoming year's projects and prioritizes. He showed a map of the Island and the coming year's projects by priority. Mr. Netzinger stated that this upcoming year doesn't have any major projects slated, mostly smaller projects. Upon the conclusion of his presentation, Mr. Netzinger answered a number of questions posed by the members of Council.

## **7. Review of the Affiliated Agencies**

During his review of the Operating and Debt. Service budgets, Mr. Troyer also gave a brief overview of the Affiliated Agencies. The Mayor noted that discussions related to the Beaufort County Sheriff's Office were still ongoing and as such, they would not be discussing their request. With little discussion concerning the Affiliated Agencies, Mr. Troyer completed the presentation.

## **8. Executive Session - None**

## **9. Adjournment**

At 4:47 Mr. Harkins moved to adjourn. Mr. Stanford seconded. The motion to adjourn was approved by a vote of 7-0.

Approved: May 21, 2019

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John J. McCann, Mayor

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Krista Wiedmeyer, Town Clerk



## TOWN OF HILTON HEAD ISLAND ITEMS OF INTEREST MAY 21, 2019

### TOWN NEWS

- On May 9<sup>th</sup>, Fire Fighter Connor Mays and Fire Fighter Adam Rocafort graduated from the South Carolina Fire Academy. Fire Fighter Rocafort received the *Chief Robert Frick Award* for the highest grade point average in class. Congratulations to both!
- Fire Apparatus Operator Shane Marstiller was recently recognized by the Hilton Head Island Rotary Club as the Rotary Fire Fighter of the Year at their new noon luncheon. Congratulations!
- Chief Tadlock recently provided an update concerning the new medic units. The first two units should be built and ready for inspection the second week of June. The remaining eight will begin to come in about a month or so thereafter.



### TOWN OF HILTON HEAD ISLAND MEETINGS

- Public Planning Committee – Wednesday, May 29, 2019 – 3:00 p.m.
- Intergovernmental Committee – Monday, June 3, 2019 – 10:00 a.m.
- Finance and Administrative – Tuesday, June 4, 2019 – 2:00 p.m.
- Town Council Meeting– Tuesday, June 4, 2019 – 4:00 p.m.

**TOWN OF HILTON HEAD ISLAND ADMINISTRATIVE OFFICES WILL BE CLOSED MONDAY, MAY 27, 2019 IN OBSERVANCE OF MEMORIAL DAY.**

*Meetings are subject to change and/or cancellation. Please visit the Town's website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) for meeting dates and times.*

### HILTON HEAD ISLAND EVENTS

- Hilton Head Island Art Festival 2019 – Shelter Cove Harbour and Marina – Saturday, May 25 and Sunday, May 26, 2019 – 10:00 – 6:00 p.m. –
- Memorial Day Weekend Beach Bash – Beach House Resort –Saturday, May 25 and Sunday, May 26, 2019 – 10:00 – 11:00 p.m.
- Memorial Day Service – Shelter Cove Veterans Memorial Park – Monday, May 27, 2019 – 10:00 -12:30 p.m.



For more events taking place on the Island, please visit the Town's Office of Cultural Affairs Events page at [www.culturehhi.org/events/](http://www.culturehhi.org/events/).

# **MEMORANDUM**

**TO:** Town Council

**FROM:** Staff Attorney

**RE:** Second Reading of Proposed Ordinance 2019-05, Request by Beaufort County for the Town to Amend the Beaufort County Animal Control Ordinance.

**DATE:** May 8, 2019

**CC:** Stephen G. Riley, ICMA-CM, Town Manager  
Joshua Gruber, Assistant Town Manager

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No changes were made to the proposed ordinance to amend the animal control ordinance at the revised first reading on May 7, 2019. Staff continues to recommend that Town Council approve the proposed ordinance.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2019-**

**PROPOSED ORDINANCE NO. 2019- 05**

**AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 17 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ADOPTED BY REFERENCE OF BEAUFORT COUNTY ORDINANCE CHAPTER 14, ARTICLE II ANIMAL CONTROL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 2016-01 on January 19, 2016, which adopted by reference the Beaufort County Animal Control Ordinance Chapter 14, Article II titled “Animal Control”; and

**WHEREAS**, the Beaufort County Council now desires to amend Beaufort County Ordinance Chapter 14, Article II titled “Animal Control” for the purpose of providing for the health, safety, and general welfare of the residents and visitors of the County; and

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina and Beaufort County desire to have a consistent animal control ordinance throughout Beaufort County in order to better ensure the health, safety, and general welfare of the residents and visitors of the Town and Beaufort County; and

**WHEREAS**, the Town Council now desires to amend Chapter 1 of Title 17 and adopt by reference the amendments to Beaufort County Ordinance Chapter 14, Article II titled “Animal Control” for the purpose of providing for the health, safety, and general welfare of the residents and visitors of the Town.

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

**NOTE:** Underlined and bold-face typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

**Section 1.     Amendment.**

- A. Chapter 1 of Title 17, Beaufort County Ordinance Chapter 14, Article II (Animal Control) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as set forth in Attachment A and is hereby incorporated by reference. A copy of the code is hereby made a part of this chapter as fully and completely as if the same were set out herein verbatim. A

copy of the code is on file in the office of the municipal clerk. See Attachment "A" for language of the ordinance as amended.

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

**Section 3. Effective Date.** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**John J. McCann, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Krista Wiedmeyer, Town Clerk**

**First Reading:** \_\_\_\_\_

**Revised First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**Approved as to form:** \_\_\_\_\_

**Curtis L. Coltrane, Town Attorney**

**Introduced by Council Member:** \_\_\_\_\_

## Attachment “A”

## Chapter 14 - ANIMALS<sup>[1]</sup>

Footnotes:

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**Cross reference**— Environment, ch. 38; health and sanitation, ch. 46; agricultural use regulations, § 106-1156 et seq.

### ARTICLE I. - IN GENERAL

Secs. 14-1—14-25. - Reserved.

### ARTICLE II. - ANIMAL CONTROL<sup>[2]</sup>

Footnotes:

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**Editor's note**— [Ord. No. 2015/27](#), adopted Oct. 12, 2015, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, consisted of §§ 14-26—14-37, and derived from [Ord. No. 2010/7, adopted Apr. 26, 2010](#); [Ord. No. 2010/27, adopted Nov. 8, 2012](#); [Ord. No. 2015/18, adopted Jun. 23, 2015](#); [Ord. No. 2015/23, adopted Aug. 10, 2015](#); and [Ord. No. 2015/26, adopted Sept. 28, 2015](#).

Sec. 14-26. - Authority for and enactment of chapter.

Sec. 14-26. - Authority for and enactment of chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended. ( Ord. No. 2015-27, 10-12-2015 )

#### **Sec. 14-27. - Definitions.**

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Abandonment* shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

*Animal* shall mean a live vertebrate creature except a human being.

*Animal services director* means any person so appointed by the county administrator.

*Animal services facility* shall mean any facility so designated by the county council.

*Animal services officer* shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

*BCAS* shall mean Beaufort County Animal Services, any place or premises designated by Beaufort County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

*Breeder* shall mean any person owning unaltered pets with the intent of selling pets' offspring.

*Domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

*Dub* shall mean to trim or remove.

*Feral* shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

*Infraction* shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

*Kennel* shall mean a small shelter for a dog, cat or other animal.

*Livestock* shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

*Muzzle* shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

*Non-domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

*Nuisance* shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

1. Has a property right in an animal;
2. Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
3. Permits an animal to remain on or about any premises occupied by him or her for three or more days.

*Pet* shall mean any animal which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Pit Bull* shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

*Provocation* shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

*Serious injury* shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

*Shelter* shall mean a structure made of durable material with 4 walls, a roof and floor, that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*Tethering* shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.

*Unaltered* shall mean a pet which has not been spayed or neutered.

*Under restraint* shall mean when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.

( Ord. No. 2015/27, 10-12-2015 )

Cross reference— Definitions generally, § 1-2. **Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.**

(a) Eligibility. The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.

(b) Permanent identification requirement. A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see Section 14-30.

(c) Pets previously microchipped. If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:

(1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.

(2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

(3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.

(d) County license and fees.

The Director of BCAS shall establish a fee schedule subject to the approval of County Council.

All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.

Lifetime pet license. To be eligible for a lifetime pet license a pet shall:

(1) Be spayed or neutered

(2) Microchipped

(3) Pay the appropriate one-time fee per the published fee schedule.

Annual Pet license. All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.

(2) Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog

is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.**

(a) For the purposes of this section, a restricted dog shall be defined as a Pit bull.

(b) No person may own, keep, or harbor a restricted dog in violation of this section.

(c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof one of the following exemptions applies:

(1) The restricted dog is less than four months of age;

(2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance.

(3) The determination of the dog's breed is under appeal pursuant to section 14-30(f);

(4) The owner or custodian has owned or had custody of the dog less than 30 days.

(d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) Determination of breed and appeal of determination.

(1) Determination. The director of BCAS or his or her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for pit bulls shall not be construed to indicate the dog is not a pit bull dog under this section.

(2) Notice. Upon determination of the breed, the animal services officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed, mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.

(3) [Compliance.] The owner or custodian of an unaltered restricted dog shall comply with this article within 10 days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If

ownership of the dog is transferred within the time for compliance the original owner or custodian must provide BCAS with the new owner's name and address.

(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-31. - Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

(a) Individuals engaged or intending to engage in breeding, , must obtain a non-transferable, pet breeder license from BCAS.

(b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.

(c) BCAS shall conduct an inspection of the identified property for the pet breeders license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.

(d) To qualify for a pet breeder license the applicant must demonstrate the following:

(1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.

(2) All pet enclosures must be constructed in such a manner they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.

(3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

(4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

(e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.

(f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.

(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by the Beaufort County Animal Services.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-32. – Dangerous animals.**

(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:

- (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
- (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;
- (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting;
- (5) An animal which is used as a weapon in the commission of a crime;

(b) Notwithstanding paragraph (a) above, a Magistrate Judge may (or may not) deem an animal a Dangerous Animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, *when an attack results in serious injury to a human.*

(c) Declaration of a dangerous animal, confinement requirements, and final determination of dangerous animal declaration.

(1) Declaration. An animal services officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.

(2) When, in the discretion of an animal services officer or law enforcement officer, the animal initially determined to be dangerous has caused injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a Magistrate Judge. When an animal services officer or law enforcement officer take temporary possession of an animal pursuant to the section, the requirements of paragraph “a” through “e” below shall be held in abeyance during the pendency of a hearing.

(3) Confinement requirements and registration. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration:

a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.

b. The pen or kennel must be clearly marked as containing a dangerous animal.

c. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.

e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to County Council approval.

(3) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable.

(e) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-33. - Running at large.**

(a) [Unlawful.] It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs, must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control at any hour from October 1 through March 31.

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing-eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.

(c) Exempt dogs. Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-34. - Nuisance pets or livestock.**

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.

(2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a dangerous animal in a manner other than that which is described in section 14-32.

(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.

(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.

(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.

(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

( [Ord. No. 2015/27, 10-12-2015](#) )

(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this Section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in Chapter 14 of this Code.

(1) No person shall be charged with violating this Section unless a written warning was given to the owner or person in custody of the animal by an Animal Services Officer or police officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, or it is posted upon the property of the owner or person in custody or mailed first-class to such person. Such records are prima facie evidence that such warnings were given.

(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this Section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-35. - Animal cruelty.**

(a) Animal care generally. It shall be unlawful for an owner to fail to provide his animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and humane care and treatment.

(b) Mistreatment. It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) Physical alteration. It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears or tail or wattle or comb, except a licensed veterinarian.

(d) Abandonment. It shall be unlawful for any owner to abandon an animal.

(e) Unlawful tethering. No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held

leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

(f) No animal shall be tethered during any named Tropical Storm or named Hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a Tropical Storm or named Hurricane is expected to impact Beaufort County when a Tropical Storm Watch, Warning or evacuation or a Hurricane Watch, Warning or evacuation is in effect for Beaufort County.

(1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

a. Inside a pen or secure enclosure; or

b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or

c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

(2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding or herding cattle or other livestock or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-36. - Sale of animals, pets or livestock.**

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.

(b) No person shall offer an animal, pet or livestock as an inducement to purchase a product, commodity, or service.

(c) No person shall sell, offer for sale, or give away any animal or pet **four (4) weeks of age**, except as surrender to the county animal services facility or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

(e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.**

(a) Seizure and right of entry. If the owner does not give permission to the animal services officers for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the animal services officers shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.

(b) Citation. The animal services officers shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time and date and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the animal services officers shall post a copy of the notice at the property where the animal was seized.

(c) Custody. The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.

(d) Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-38. - Impoundment.**

(a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.

(b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at its animal care facility.

(c) The owner of a pet or livestock that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has 10 days from the date of mailing to contact BCAS for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within 10 days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For pets or livestock impounded at BCAS, the director of animal services, or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the pet or livestock humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

(d) Notwithstanding the above, pets or livestock impounded at BCAS, which are deemed by the director of animal services, or his/her designee or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain or near death may be humanely euthanized immediately.

(e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

( [Ord. No. 2015/27, 10-12-2015](#) )

(f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the Beaufort County Animal Shelter and or affiliated organizations as soon as possible for the mandatory holding period.

**Sec. 14-39. - Redemption.**

(a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:

(1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director of animal services or his/her designee, may issue a warning or Administrative Citation for the first offense at their discretion after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council approval.

(2) In addition to the administrative penalty, for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered, an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.

(3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 14-29(e)(1)—(4) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.

(b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.

(c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-40. - Adoption.** (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) The county animal services director or designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to the animal services department, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-41. - Trapping.**

(a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock or domestic animals within Beaufort County without prior approval from the animal services department. Any pets, livestock or domestic animals trapped with prior approval from the animal services department will be reported or delivered to the animal services department for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the Beaufort County Animal Services Department or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the animal services department. If a trapped animal is in need of immediate attention, the animal services department or 911 will be notified immediately of the animal in distress.

(b) Exemption. Trapping is permitted for hogs.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-42. - Management of feral cat colonies.**

(a) Definitions.

Caregiver means any person who provides food, water or shelter to or otherwise cares for a feral cat colony and has made application to the animal services department for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming, or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

(b) Feral cat colony management. Feral cat colonies shall be permitted (no fee) by the Beaufort County Animal Services Department and caregivers shall be responsible for applying for the permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by animal services department.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-43. - Livestock.**

(a) All livestock shall be properly housed with adequate food, water and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

(b) Owners or possessors of livestock impounded for violation of this article or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

(c) Impounded livestock shall be held for a period of ~~21~~ 10 days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of the Beaufort County Animal Services Department.

(d) Exception: No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other section within this chapter reference livestock this section shall be controlling.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-44. - Importation of exotic animals prohibited.**

(a) Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(b) Unlawful act. It shall be unlawful for any person, firm, or corporation to import into Beaufort County, any venomous reptile or any other exotic animal.

(c) Exceptions. This division shall not apply to following entities:

- (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
- (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
- (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
- (4) A team mascot for a university or educational facility.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).**

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with Beaufort County Animal Services Department and any state, county or municipal law enforcement agencies.

( [Ord. No. 2015/27, 10-12-2015](#) )

(A) Vaccinations: It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by veterinarian for medical reasons. All dogs and cats shall be vaccinated at four (4) months of age (unless recommended otherwise by veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the County from a location outside the County shall comply with this Section within 30 days after having moved into the County by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

(B) Proof of Vaccination: It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness or other device worn on the dog

(C) Harboring Unvaccinated Dogs and Cats: It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(D) Non-transferability: Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(E) Exceptions: No person charged with violating 14-45 Rabies Control shall be convicted if he produces in Court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

**Sec. 14-46. - Interference with animal services officers.**

It shall be unlawful for any person to interfere with, hinder, or molest an animal services officers in the performance of his or her duties or seek to release any pet or livestock in his/her custody without his/her consent.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-47. - Enforcement and penalties.**

(a) The animal services officers of the Beaufort County Animal Services Department shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control and custody of pets or livestock covered by this article. All violations of this article shall be heard by the Beaufort County Magistrate Court.

(b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and county council has acted favorably on such request and has so notified such municipality of its approval of such request.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the magistrate courts or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (f) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in non-compliance of a Final Dangerous Dog Determination of the Court, a Magistrate may order possession and custody of the animal to be surrendered permanently to the Beaufort County Animal Shelter.

**–(f) Infractions Resulting in Administrative citations and penalties.**

In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code Section 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this Chapter subject to administrative citation and penalty are in the discretion of the Animal Services Officer and include but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and warnings for a noisy public nuisance animal. Animal cruelty charges and Dangerous Dog Determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection and administrative review of administrative citations and penalties.

A. Notice of infraction. If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the animal services officer.

B. Content of citation. The administrative citation shall be issued on a form approved by the Director of Beaufort County Animal Services and shall contain the following information:

1. Date, location and approximate time of the infraction;
2. The ordinance violated and a brief description of the infraction;
3. The amount of the administrative penalty imposed for the infraction;
4. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;

5. Instructions on how to appeal the citation;
6. The signature of the animal control officer.

The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

C. Service of citation.

1. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the animal control officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
2. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the animal control officer shall attempt to deliver the administrative citation to him/her. If the animal control officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
3. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The citation shall also be mailed to any additional addresses for the owner in department records.

D. Administrative penalties.

1. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
  - i. One hundred dollars (\$100.00) for a first infraction;
  - ii. Two hundred dollars (\$200.00) for a second infraction of the same administrative abatement order within one year;
  - iii. Five hundred dollars (\$500.00) for each additional infraction of the administrative abatement order within one year.
2. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
3. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
4. The penalties assessed shall be payable to the Beaufort County Treasurer.
5. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
6. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Magistrate court of Beaufort County.

E. Administrative appeal of administrative citation.

1. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Department. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation set forth in subsection C. above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the

right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:

- i. A brief statement setting forth the appellant's interest in the proceedings;
- ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
- iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
- iv. The notice of appeal must be signed by the appellant;
- v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the Administrative Appeal will be scheduled;
- vi. Indigence must be proved to have the deposit waived.

2. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

- i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing.
- ii. The administrative hearing regarding the administrative citation shall be held before the Public Safety Director, or a designee. The hearing officer shall not be the investigating animal control officer who issued the administrative citation or his immediate supervisor. The Director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
- iii. Conduct of the hearing. The investigating animal control officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating animal control officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.

F. Appeal to Circuit Court. Any person who receives an unfavorable decision from the decision of an Administrative Appeal may file an appeal with the Circuit Court in Beaufort County. The appeal to Circuit Court must be filed within thirty (30) days of the notice of the Administrative Officer's decision being mailed to the recipient of an Administrative citation.

## MEMORANDUM

TO: Town Council

FROM: Brian Hulbert, Staff Attorney

VIA: Stephen G. Riley, ICMA-CM Town Manager  
Joshua Gruber, Assistant Town Manager  
Scott Liggett, Director Public Projects & Facilities

DATE: May 8, 2019

SUBJ: 2<sup>nd</sup> Reading of Proposed Ordinance 2019-09, Shore Beach Services, Inc.  
Franchise and Services Agreements

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No changes were made to the proposed ordinance 2019-09 at the Town Council meeting on May 7, 2019. Staff continues to recommend Town Council approve the ordinance and accompanying franchise agreement and service agreement.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2019-**

**PROPOSED ORDINANCE NO. 2019-09**

**AN ORDINANCE GRANTING A RENEWAL TERM OF FIVE YEARS TO SHORE BEACH SERVICES, INC. FOR A NON-EXCLUSIVE FRANCHISE FOR THE PURPOSE OF CONDUCTING CERTAIN COMMERCIAL ACTIVITIES WITHIN SPECIFIED PUBLIC BEACH AREAS ON HILTON HEAD ISLAND; AND, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 5-7-30 of the Code of Laws of South Carolina 1976 (Annotated), as amended, provides that the municipal government within the State of South Carolina may “grant franchises for the use of public streets and make charges for them”; and

**WHEREAS**, the Town Council of the Town of Hilton Head Island did previously adopt Section 10-5-50 of the Municipal Code of the Town of Hilton Head Island on November 15, 1994, granting Shore Beach Services, Inc., a non-exclusive franchise for the purpose of conducting certain commercial activities within specified public beach areas on Hilton Head Island; and

**WHEREAS**, the Town Council finds that the public health, safety and welfare would be benefitted by the renewal (for an additional five year period) of a non-exclusive franchise to Shore Beach Services, Inc. to conduct, within specified public beach areas, certain commercial activities, specifically, the leasing of items listed in Exhibit “A” to the Franchise Agreement.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SC; AND IT IS ORDAINED BY SAID AUTHORITY OF COUNCIL:**

**Section 1. Amendment.** That Section 10-5-50 of the Municipal Code of the Town of Hilton Head Island, South Carolina, be and the same hereby is amended as follows:

"Section 10-5-50. Commercial activities franchise granted to Shore Beach Services, Inc.

A non-exclusive franchise is granted to Shore Beach Services, Inc. to conduct, within specified public beach areas, certain commercial activities pursuant to the terms and conditions of the attached franchise agreement which is attached hereto and made a part hereof, is hereby renewed.”

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

**Section 3. Effective Date.** This Ordinance shall be effective upon adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
**John J. McCann, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Krista M. Wiedmeyer, Town Clerk**

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Curtis L. Coltrane, Town Attorney**

**Introduced by Council Member:**

\_\_\_\_\_

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

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Hilton Head Island (hereinafter the “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina, and Shore Beach Services, Inc. (hereinafter the “Franchisee”).

**WHEREAS**, the Franchisee, which maintains a business office located at 116 Arrow Road, Hilton Head Island, South Carolina 29928, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the below-defined beach area, certain commercial activities, specifically, the renting of those items and water sports equipment listed in Exhibit A to this Franchise Agreement;

**NOW, THEREFORE**, the parties hereby mutually agree as follows:

1. **TERM:** This Franchise Agreement shall be for a term of five (5) years, commencing on the 1<sup>st</sup> day of July, 2019 and expiring on the 30<sup>th</sup> day of June, 2024.
  
2. **HOURS OF OPERATION:** The Franchisee may conduct commercial activities (as defined herein) within the beach area from 8:00 a.m. to 8:00 p.m. each day, seven (7) days per week, from May 1st to September 1st and during daylight hours for the balance of any franchise year. Set up for commercial activities may begin earlier.
  
3. **VEHICLES:** Permission is hereby granted from the Town to the Franchisee to bring onto the beach those vehicles which are necessary for the operation of the franchise hereby granted. No vehicles operated by the Franchisee on the beach shall be driven at a speed in excess of ten (10) miles per hour, unless an emergency situation exists.
  
4. **AREAS OF OPERATION:** By this Franchise Agreement, the Franchisee is hereby authorized to operate and conduct commercial activities (as defined herein) in the following areas:
  - A. From the northern boundary of the Westin Hotel south to the southern boundary of the designated swimming area at Driessen Beach Park; the portion of the beach extending 300 feet from either side of the center of the boardwalk at Surf Watch; and from the Burkes Beach access north 400 feet.

- B. From Beach Emergency Marker 96 south to the northern boundary of Palmetto Dunes and from the northern boundary of Dunes House in Palmetto Dunes south to the southern boundary of the Omni Resort in Palmetto Dunes.
- C. From the northern boundary of Hampton Place in Palmetto Dunes south to the Southern Boundary of the Shipyard Beach.
- D. From the northern boundary of Sea Crest south to southern boundary of Alder Lane designated swim area.
- E. From Emergency Marker 39 south to the Southern Boundary of Turtle Lane Club and from Beach Emergency Marker 13 at Tower Beach Club westerly to Beach Emergency Marker 11 and easterly 300 feet.

Maps of Hilton Head Island delineating the aforementioned areas of operation are attached hereto as Attachments A-1 through A-5 to this Franchise Agreement.

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

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

- 5. **APPROVAL PROCESS:** On or before February 1st of each year, the Franchisee shall submit to the Town for approval a listing of rental locations intended to be operated within the areas of operation during the next beach season. This listing shall include the product quantities for each rental location. The purpose of this approval process is to regulate the quantities for rental equipment in use on the beach. Product quantities for each rental location shall not depart significantly from amounts approved during the previous year. Upon request of the Franchisee, the Town Manager may approve product quantity increases in areas of operation when circumstances such as new or expanded beach parks, other development or change in demand warrant such increases.
- 6. **BEACH CLEANLINESS:** Pursuant to this Franchise Agreement and Code Section 8-1-317, Code of the Town of Hilton Head Island, (1983), the Franchisee hereby agrees to be responsible for maintaining beach cleanliness on a daily basis within the designated areas of operations as described in paragraph 4 above. Each morning, prior to the commencement of operations, employees of the Franchisee shall remove from the areas of operation any trash, cans, glass or other such debris found within such areas. The Franchisee shall provide trash and recycling containers, in quantities and locations as

determined by the Town for the deposit of such debris. The Franchisee employees shall encourage beachgoers to use such containers. The Franchisee shall be responsible for emptying trash and recycling containers, as well as removing such trash and debris from the beach as needed on a regular basis. The Franchisee shall be responsible for notifying on a timely basis the appropriate designated Town personnel of the existence of major beach debris and shall assist in the removal of such debris where possible.

7. **CONDUCT OF OPERATION:** The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of beachgoers, and for preservation and enhancement of beach ecology, particularly by strict adherence to Article 4 of Title 8 of the Municipal Code regarding dune protection. In that regard, such employees shall assist beachgoers to be aware of and adhere to Town Beach Ordinances. The Franchisee and its employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation. All Franchisee employees providing services on the beach under this Franchise Agreement shall, be trained in first aid and cardiopulmonary resuscitation (CPR) techniques at no cost to the Town.

8. **FRANCHISE CONSIDERATION:**

A. Franchise Fee: A franchise fee, calculated on a calendar year basis, in the amount of one percent (1%) of the Franchisee's gross rental receipts from the commercial activities described in Exhibit A, shall be paid annually by the Franchisee to the Town. Said payment shall be paid made no later than the following January 31<sup>st</sup>. If this Franchise Agreement expires or is terminated other than at the end of a calendar year, the Franchisee shall pay to the Town the applicable franchise fee within thirty (30) days of the end date of the Franchise Agreement. All amounts paid shall be subject to audit and recalculation by the Town and acceptance of any payment shall not be construed as acceptance that the amount paid is in fact the correct amount. In the event any audit reveals an error in the franchise fee paid by the Franchisee of five percent (5%) or more during any audit period, the Franchisee shall be responsible for the Town's reasonable out of pocket costs associated with such audit, in addition to any additional Franchise Fee that may be due to the Town. The Franchisee shall not offset Franchise Fees for any amount that the Town may owe to the Franchisee under this Franchise Agreement, without the prior written approval of the Town.

B. Service Agreement: In addition to the Franchise Fee described in paragraph 8.A above, the Franchisee agrees to execute the Services Agreement which is attached hereto and incorporated herein as Exhibit B and to perform the obligations thereunder. The Services Agreement shall be executed contemporaneously herewith,

and any breach of failure to perform by the Franchisee of its obligations under the Services Agreement shall be deemed a material breach of this Franchise Agreement.

9. **INSURANCE:** The Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit and automobile liability insurance with minimum limits of \$500,000.00/\$1,000,000.00, or \$1,000,000.00 combined single limit. Each policy shall provide that it may not be canceled or changed without at least ten (10) days' prior notice to the Town. The Town shall be included as a named insured on the comprehensive general liability policy. The Franchisee shall provide the Town with a certificate of insurance as evidence of compliance with the foregoing and, upon request, a copy of all policies and any endorsements thereto.

10. **INDEMNIFICATION:**

- A. The Franchisee shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this Franchise Agreement, including the performance of the Franchisee's obligations under the Services Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- B. The Franchisee shall further indemnify the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses and/or damage, including attorneys' fees, whether incurred prior to the institution of litigation, during litigation, or on appeal, for or arising out of any bodily injuries to or the death of any of the Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

11. **NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Franchise Agreement. Nothing contained herein creates any relationship between the Franchisee and the Town, other than that which is expressly stated herein. The Town is interested only in the results to be achieved through this grant of franchise and the conduct and control of the agents and employees of the Franchisee and the methods utilized by the Franchisee in

fulfilling its obligations hereunder shall lie solely and exclusively with the Franchisee. The Franchisee and its agents, officers, directors, and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Franchisee shall have any benefit, status, or right of employment with the Town.

12. **ASSIGNMENT:** The Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Manager and upon approval in writing of the Town Council.

13. **TERMINATION:** This Franchise Agreement may be terminated without cause, either in whole or in part, by either party upon one (1) year prior written notice to the other party. The violation of any provision of this Franchise Agreement by the Franchisee and/or his agents or employees may result in termination of this Franchise Agreement, after due notice by the Town and the opportunity for the Franchisee to remedy the violation.

14. **EFFECTIVE DATE:** This Franchise Agreement shall become effective upon adoption of the Ordinance creating this Franchise.

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

**TOWN OF HILTON HEAD ISLAND, SC**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
**Stephen G. Riley, AICP**  
**Town Manager**

\_\_\_\_\_  
Witness

**SHORE BEACH SERVICES, INC.**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
**Ralph Wagner**  
**President**

\_\_\_\_\_  
Witness

## **EXHIBIT A TO FRANCHISE AGREEMENT**

The following is a list of approved equipment to be rented by the Franchisee for use on the beach and in the ocean waters. The quantities below are representative of the levels currently in service and the Franchisee is expected to maintain these levels during the term of this Franchise Agreement unless otherwise approved by the Town.

<b>Equipment</b>	<b>Quantities</b>
Umbrellas	1,500
Chairs/Lounges	3,200
Body Boards	200
12-18 Foot Sailboats	4
Kayaks	20

The Franchisee shall take appropriate and necessary steps to ensure: 1) that beachgoers use all equipment in a safe manner; 2) that Franchisee employees thoroughly instruct any beachgoers renting sailboats and kayaks on the safe use thereof; and 3) that sailboats and kayaks are not launched or used in areas where beachgoers are swimming.

After rental rates for the year are established, the Franchisee will provide such rates to the Town.



5. **Termination.** This Services Agreement may be terminated without cause, either in whole or in part, by either party upon one (1) year prior written notice to the other party. The violation of any provision of this Services Agreement by the Contractor and/or his agents or employees may result in termination of this Services Agreement, after due notice by the Town and the opportunity for the Contractor to remedy the violation. The Town may also terminate this Services Agreement when funds are not appropriated or otherwise made available to support continuation of this Services Agreement in subsequent fiscal periods. If the Services Agreement is terminated for any reason, the Town will pay the Contractor for costs incurred to that date of termination.
6. **Validity/Enforceability.** Should any part of this Services Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Services Agreement.
7. **Governing Law.** This Services Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Services Agreement in the performance due hereunder.
8. **Modification.** This Services Agreement may not be modified unless such modification is in writing and signed by both parties.
9. **Assignment.** The Contractor may not assign this Services Agreement without the prior written approval of the Town.
10. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Services Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. **Relationship of Parties.** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Services Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Services Agreement, and the conduct and control of the agents and

employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

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

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

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

- (a) the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor; or
- (b) compliance with the South Carolina Illegal Immigration Reform Act by the Contractor.

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

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

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

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

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

**WITNESSES:**

**SHORE BEACH SERVICES, INC.**

\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Ralph A. Wagner  
President**

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Stephen G. Riley, AICP  
Town Manager**

## **EXHIBIT 1 TO SERVICES AGREEMENT**

### **I. GENERAL**

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

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

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

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

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

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

Beach Patrol personnel must have hearing and vision which would not impede the full performance of duties and be in sound physical condition and may not have any history of illness which would interfere with the performance of their duties. The fact that a person is on medication will not alter this restriction. Each person shall be at least sixteen (16) years of age, be of good moral character, and shall abide by high standards of cleanliness, physical appearance, health and ability. The Contractor's employees providing services under this Services Agreement who are hired after the effective date thereof shall be subject to a pre-employment criminal background check and drug screening test. In addition, all of the Contractor's employees providing services under this Services Agreement shall be subject to random drug

screening tests annually. The Contractor and its employees are prohibited from consuming alcoholic beverages while on duty. They shall be neatly attired in uniforms supplied by the Contractor and shall wear the supplied uniforms when on duty.

All Beach Patrol vehicles utilized to carry out the services herein shall be appropriately marked as Beach Patrol and be equipped with 4-wheel drive and two way radios (1 inter-agency and 1 intra-agency), a first aid kit, a torpedo-type rescue buoy, AED, oxygen kit, bag valve masks, rescue rope, red lights, speaker, siren box, binoculars, range finder, and swim fins, except that the vehicles utilized under Items D, E & F in Section II below will not have inter-agency radios, AED, oxygen kit, or bag valve masks. Each vehicle shall have a utility trailer available and shall be in good condition, reasonably free of visible rust, dents, or alterations to the vehicle body, and should be able to traverse difficult terrain. Such vehicles shall be new or like new and in good mechanical condition, shall have a current South Carolina state license plate, and shall have an overall appearance that does not detract in any way from the standards and image the Town wishes to project to the public. Such vehicles shall be operated in an extremely careful and prudent manner by a licensed driver. Such licensed driver shall not have been convicted of Driving Under the Influence within twelve (12) months of operating such vehicle. No person(s) other than authorized employees or officers of the Contractor, Town Officials, qualified lifeguards, or junior lifeguards shall be permitted to operate or ride in the Beach Patrol vehicle, with the exception of an individual or individuals who were rescued, lost or needed aid. In the event of such rendering of assistance, the passenger or passengers shall immediately be delivered to the appropriate destination.

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

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

- a) Advising beachgoers regarding Town Beach Ordinances and supervising adherence to the requirements of such Ordinance;
- b) Notifying and coordinating with law enforcement authorities regarding any continuing unlawful activities on the beach;
- c) Notifying and cooperating with members of the local EMS service when emergency medical services are required on the beach and assisting EMS with removing persons from the beach when requested;

- d) Administering (to the level of certification of the individual involved) first aid free of charge to persons who sustain minor injuries on the beach;
- e) Monitoring the operation of motorized watercraft for compliance with Section 8-1-211(2) of the Town's Beach Ordinance; advising, where practicable, any operator of motorized watercraft of violations of the Beach Ordinance; and notifying and coordinating with law enforcement authorities regarding any continuing violations of the Beach Ordinance.

## **II. BILLABLE BEACH PATROL SERVICES**

Contractor will provide the following Beach Patrol Services, which may vary due to weather conditions, billable to the Town as set forth in Section VII. below.

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

From May 1<sup>st</sup> through the Monday of Labor Day Weekend, not less than the full time equivalent of three (3) persons shall be designated as Beach Patrol Supervisors assigned to cover the four (4) Patrol Areas.

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

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

- Assisting beachgoers as needed.
- Informing beachgoers and watercraft operators of Town Beach Ordinances.
- Picking up trash and debris in the area.

The Town reserves the right to request the Contractor to assist in limited Code Enforcement activities as conditions warrant at an additional cost to be determined as set forth in Section VII. below.

- C. Between the hours of 5:00 p.m. and 9:00 p.m., seven (7) days a week from April 1<sup>st</sup> through September 30<sup>th</sup> one (1) supervisor will be available with a fully equipped Beach Patrol vehicle as needed on an “on call” basis through the 911 central dispatch.
- D. The Contractor shall provide an expanded beach patrol trash and debris collection between the hours of 5:00 p.m. and 9:00 a.m., seven (7) day a week from April 1st through September 30th in areas designated by the Town as experiencing trash and debris accumulation. A fully equipped Beach Patrol vehicle will be utilized, except that it will not be required to have AED, oxygen kit, or bag valve masks.
- E. Contractor shall provide year-round trash collection on public beach areas as designated by the Town. The Contractor is responsible for maintaining 32-gallon trash containers, in quantities and locations as determined by the Town, which shall be monitored and emptied daily as needed. The Contractor shall schedule and monitor at least five (5) waste dumpsters at locations designated by the Town, to be picked up as needed on a commercial waste route. The trash container and waste dumpster levels may be adjusted downward seasonally by mutual agreement.
- F. A fully equipped Beach Patrol vehicle, except that it will not have AED, oxygen kit, or bag valve masks, and utility trailer shall be provided for the purpose of collecting trash, recycling and debris on the beach and shall transport it outside the designated franchise areas. ATV’s may be used to assist in this process, but cannot be substituted for Beach Patrol vehicles. The Contractor is responsible for removing all trash and recycling from the beach. Reoccurring legitimate complaints about beach cleanliness in a specified area may be deemed a material breach of this Services Agreement.
- G. From May 1st through the Monday of Labor Day Weekend, two (2) manned Personal Watercraft (hereinafter “PWC”), each one stationed in the Patrol Areas, shall be provided for the purpose of immediately assisting in off-shore boat rescue and assisting in beach ordinance enforcement in all areas defined in Town Code Section 8-1-112(1), particularly in effecting direct contact with private boat operators to keep such boats a safe distance off shore. Contractor shall also provide a third PWC to be provided as backup.

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

- Tested and inspected regularly.
- Equipped with Coast Guard approved or required safety equipment.

- Operated by Beach Patrol Personnel trained in the operation of the PWC's.

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

- H. The Contractor is responsible for management of all situations on the beach involving live, injured or dead animals which are not being handled directly by another agency, e.g., Turtle Patrol. This may involve removal, storage, or burial of the animals. In that regard, the Contractor shall coordinate as necessary with other agencies such as SCDNR, Turtle Patrol, Beaufort County Sheriff, and Hilton Head Humane Association. The Contractor will provide an authorized participant in the SC Marine Mammal Stranding Network and the SC Marine Turtle Project.
- I. Contractor shall provide a year-round program for recycling on public beach areas as designated by the Town. The Contractor is responsible for maintaining 32-gallon recycling containers, in quantities and locations as determined by the Town, which shall be monitored and emptied daily as needed. The Contractor shall schedule and monitor recycling dumpsters, in quantities and locations as determined by the Town to be picked up weekly as needed on a recycling route. The recycling container and dumpster levels may be adjusted downward seasonally by mutual agreement.
- J. The Contractor shall store, install and maintain beach matting year-round on public beach areas as designated by the Town. Matting shall be provided by the Town. A tractor not less than thirty-four (34) horse power will be required as needed for leveling sand under beach matting on the beach.
- K. The Contractor shall maintain dog litter bag dispensing stations year-round at public beach access areas in quantities and locations as designated by the Town. The bags are provided by the Town and shall be picked up by the Contractor at the Facilities Management Office.

### **III. NON-BILLABLE BEACH PATROL SERVICES**

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

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

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

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

2. **Rental Lifeguards.** The primary duty of rental lifeguards is conducting commercial activities, however, when not so doing they shall be responsible for assisting in water surveillance. Furthermore, in the event of an emergency in their area rental lifeguards shall cease conducting commercial activities and respond to said emergency. It is mandatory that the rental lifeguard's attention be focused on these duties; therefore, rental lifeguards shall not:

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

Lifeguard personnel or their replacements shall remain at their stands in patrol areas while on duty. It is the Contractor's responsibility to monitor the health of its lifeguard

personnel and not to assign any lifeguard personnel who is ill or physically unable to execute his/her responsibilities.

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

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

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

**B. Beach Patrol Vehicles** - From Memorial Day weekend through August 31<sup>st</sup>, The Contractor will supply a minimum of four (4) Beach Patrol vehicles in addition to the five (5) Beach Patrol vehicles utilized under Billable Beach Services and Personnel above.

The Town acknowledges and accepts that there may be intervals where less than the four (4) additional Beach Patrol vehicles may be operational due to maintenance and repair issues. The Contractor shall keep the Town informed if any such Beach Patrol vehicle will be out operation for more than a week.

- C. **Boats On The Beach** - The Contractor, in conjunction with Town staff, will provide a program for control and inspection of permitted boats on the beach, and for removal of any abandoned boats. Costs for removal of any abandoned boats, either in part or in full, may be reimbursable to the Contractor, but only if the Town has given written approval prior to the Contractor incurring such costs.

#### IV. POLICIES

- A. The Contractor shall use the applicable portions of the United States Lifesaving Association Manual for Open Water Agencies as its policy guide.

Upon request of the Town, Contractor agrees to provide information and/or documentation on its policies or procedures directly related to its operations in providing services under this Agreement the distribution of which will be limited internally to those with direct responsibility for managing Beach Patrol Services. To the extent allowed under applicable Freedom of Information laws, the Town agrees that any such information and/or documentation provided by Contractor, which is identified by Contractor as confidential and proprietary, shall not be subject to public disclosure.

#### V. REPORTING REQUIREMENTS

Contractor shall provide monthly reports to the Town as follows:

- A. **Beach Patrol Activities** – Include number of incidents by location along with any need for caution flags, clearing of water, use of PWC's, and interactions with other agencies in the following areas:
- Safety Incidents
  - Medical Incidents
  - Beach Ordinance Advisements
  - Missing Persons
  - Wildlife Actions
  - Fishing Complaints

- B. **Staffing For Billable Services** – Include schedules by location of Beach Patrol personnel assigned to provide the services under Section II. above.
- C. **Trash & Recycling** – Include estimated gallons of trash & recycling removed from the beach.
- D. **Franchise Fees** – Include year to date franchise fees due based on gross rental receipts from commercial activities.

## **VI. MEETING REQUIREMENTS**

Contractor shall participate in meetings as follows:

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

## **VII. FEES PAYABLE TO CONTRACTOR**

- A. **Beach Patrol Fees** – The Contractor shall bill the Town for the Beach Patrol Services listed below in monthly installments. Amounts billed shall be inclusive of all labor, equipment and materials necessary to provide the full scope of services described in this Services Agreement. The amounts billable for Contract Year 1 are shown below.

Shore Beach Services, Inc. Town of Hilton Head Island Detail Of Proposed Annual Fees Payable To Contractor For Service Year 1 With 1% Franchise Fee											
Calendar Month	Lettered Column References Are To Exhibit 1 Section II.										Totals
	A Beach Patrol Director	B Beach Patrol	C Night Patrol	D Expanded Trash Pickup	E & F Trash Pickup*	G PWC's	H Animal Control	I Recycling*	J Beach Matting	K Dog Litter Stations	
2019 July	\$ -	\$ 21,137	\$ 1,965	\$ 6,364	\$ 12,954	\$ 2,351	\$ -	\$ 1,475	\$ 660	\$ 60	\$ 46,966
2019 August	-	21,137	1,965	6,364	10,525	2,351	-	1,070.00	460	100	43,972
2019 September	-	14,091	1,902	4,620	4,309	228	-	585.00	520	60	26,315
2019 October	-	-	-	-	2,977	-	-	330.00	720	120	4,147
2019 November	-	-	-	-	3,134	-	-	40.00	360	140	3,674
2019 December	-	-	-	-	4,048	-	-	40.00	335	120	4,543
2020 January	-	-	-	-	4,823	-	-	44.00	465	132	5,464
2020 February	-	-	-	-	4,356	-	-	944.00	465	154	5,919
2020 March	-	-	-	-	9,258	-	-	412.00	465	88	10,223
2020 April	-	15,312	2,069	4,984	3,547	-	-	623.00	519	88	27,142
2020 May	-	23,734	2,138	6,008	4,574	2,413	-	895.00	492	66	40,320
2020 June	-	22,968	2,069	6,645	13,068	2,335	-	1,238.00	573	88	48,984
Total For Year	\$ -	\$ 118,379	\$ 12,108	\$ 34,985	\$ 77,573	\$ 9,678	\$ -	\$ 7,696	\$ 6,034	\$ 1,216	\$ 267,669

\* Cost exclude trash and recycling fees for dumpsters

Contractor shall be allowed to increase its fees for the Beach Patrol Services listed above on each anniversary of the contract commencement date, and such increase shall be limited to the lesser of: (i) three percent (3%) or (ii) the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment, as of thirty (30) days prior to the anniversary date. Notwithstanding the foregoing, the Contractor may request and the Town may, at its sole discretion, grant an annual increase greater than that allowed above if the Contractor can demonstrate to the sole satisfaction of the Town, evidence of specific material costs that it has incurred, which are not under the Contractor's control (e.g., a 25% increase in insurance costs in one year).

- B. Trash & Recycling Fees** – The Contractor shall bill the Town for trash and recycling dumpster fees annually on a calendar year basis at the Contractor's cost. The Contractor's bill shall include copies of invoices it has paid for trash and recycling dumpsters.

Trash & Recycling Fees in Contract Year 1 are estimated at \$59,000.

- C. Fees for Expanded Scope of Services** – If during the term of the Services Agreement between the Town and the Contractor: (i) the Town requests the Contractor to provide services that exceed the original scope of work as detailed in this Services Agreement, or (ii) unforeseen circumstances (e.g., severe weather event) create the need for the Contractor to temporarily exceed the original scope of work as detailed in this Services

Agreement; fees for such services shall be negotiated at such time as applicable, and shall be substantially based on the hourly labor and equipment rates provided below, adjusted for any annual increases. A written amendment to the Services Agreement shall be executed detailing the expanded scope and related fees to be charged.

**Labor and Equipment Hourly Rates:**

Hourly Labor & Equipment Rates For Expanded Scope Of Services In Contract Year 1

Beach Patrol Labor Rates				
Years Worked	Lifeguard Personnel	Supervisors	Other Employees	Managers
1st Year	\$ 18.00	\$ 20.00	\$ 14.00	\$ 36.00
2nd Year	20.00	22.00	15.00	36.00
3rd Year	22.00	24.00	16.00	36.00
4th Year	24.00	26.00	17.00	36.00
5th Year	26.00	28.00	18.00	36.00
6th Year	28.00	30.00	19.00	36.00
7th Year	30.00	32.00	20.00	36.00
8th Year	32.00	34.00	21.00	36.00

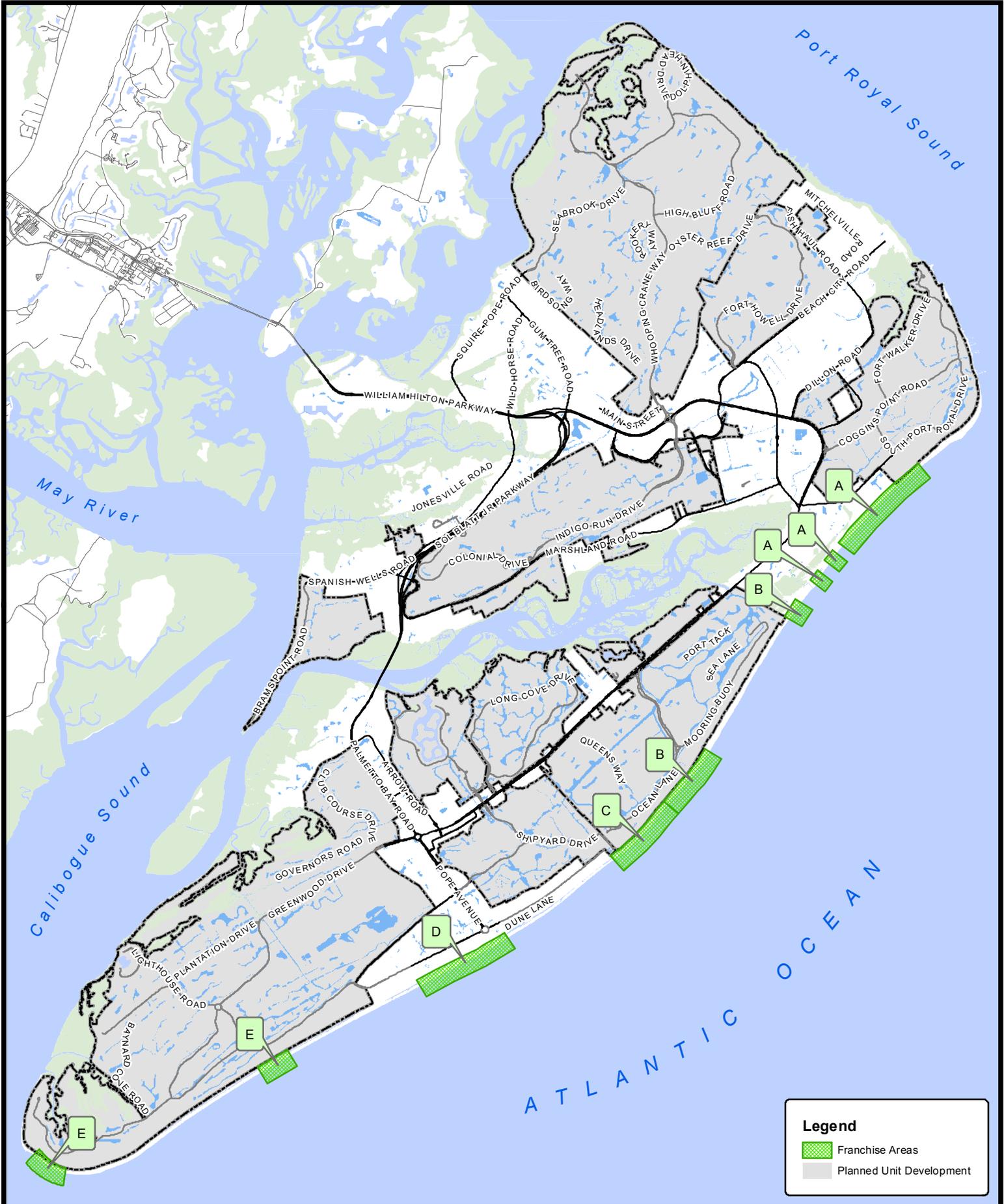
Beach Patrol Equipment Rates			
Tractor	Vehicle	ATV	PWC
\$ 30.00	\$ 9.25	\$ 3.00	\$ -

**D. Payments & Annual Approvals**

The Town shall pay all amounts due under this Agreement within thirty (30) days from the date of invoice receipt.

Contractor shall not offset Franchise Fees due to the Town under the Franchise Agreement for any amount that the Town may owe to the Contractor under this Services Agreement, without the prior written approval of the Town.

On or before March 1<sup>st</sup> of each year the Contractor shall submit to the Town its proposal for the fees and labor rates in Sections A, B and C above for the succeeding contract year. Any request by Contractor to increase to Beach Patrol Fees shall be subject to the limitations outlined in Section VII.A above.



**Legend**

- Franchise Areas
- Planned Unit Development

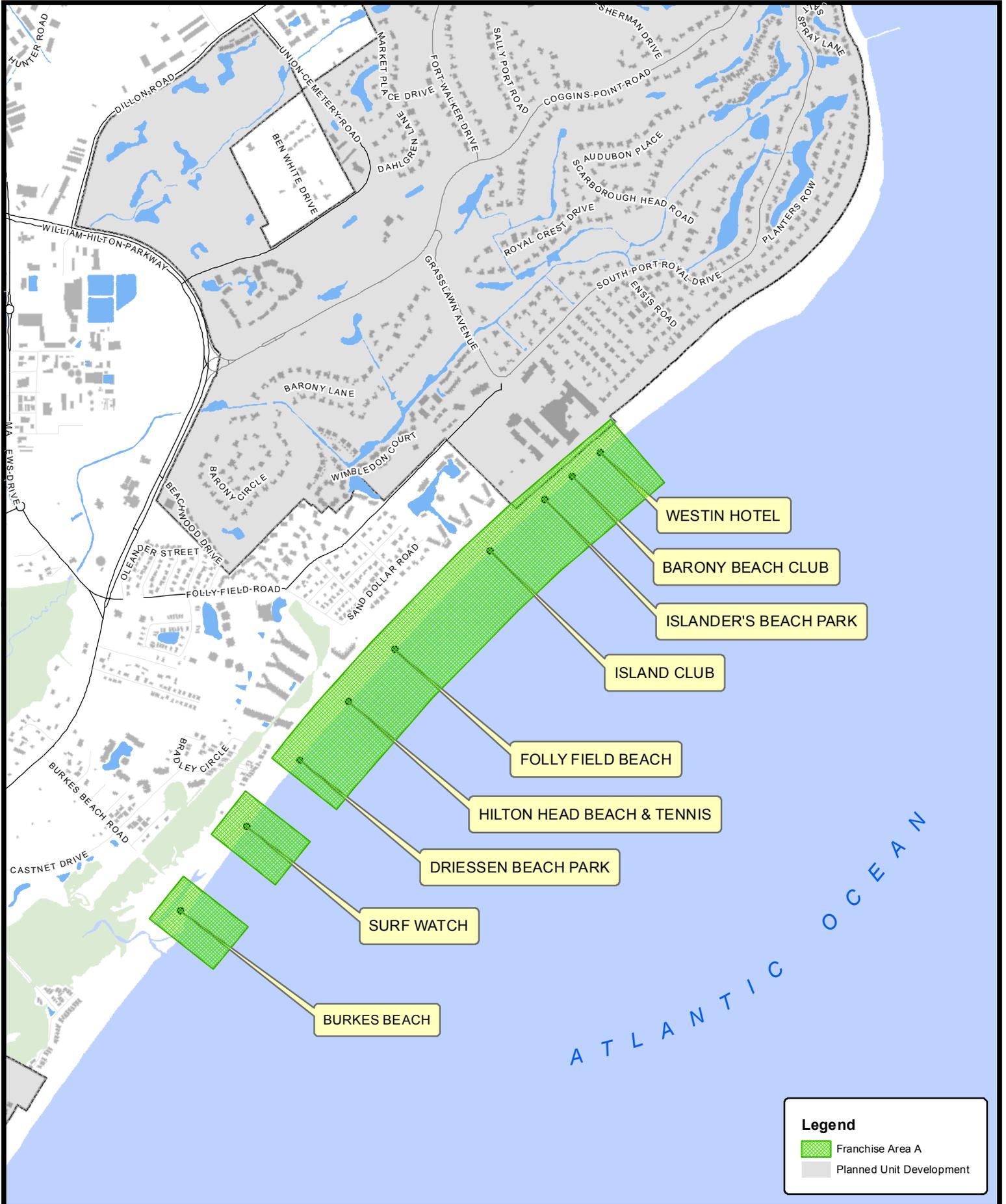
## Attachment A-1 Areas of Operation

2018



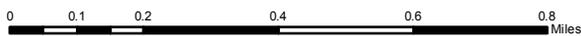
**TOWN OF HILTON HEAD ISLAND**  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-4400  
 Data Created: 08/06/08

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

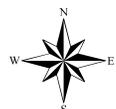


## Attachment A-2 Rental Locations - Area A

2018



1 inch = 1,500 feet



### Legend

- Franchise Area A
- Planned Unit Development



TOWN OF HILTON HEAD ISLAND

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

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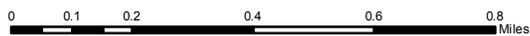
**Legend**

- Franchise Area D
- Planned Unit Development

## Attachment A-4

### Rental Locations - Area D

2018

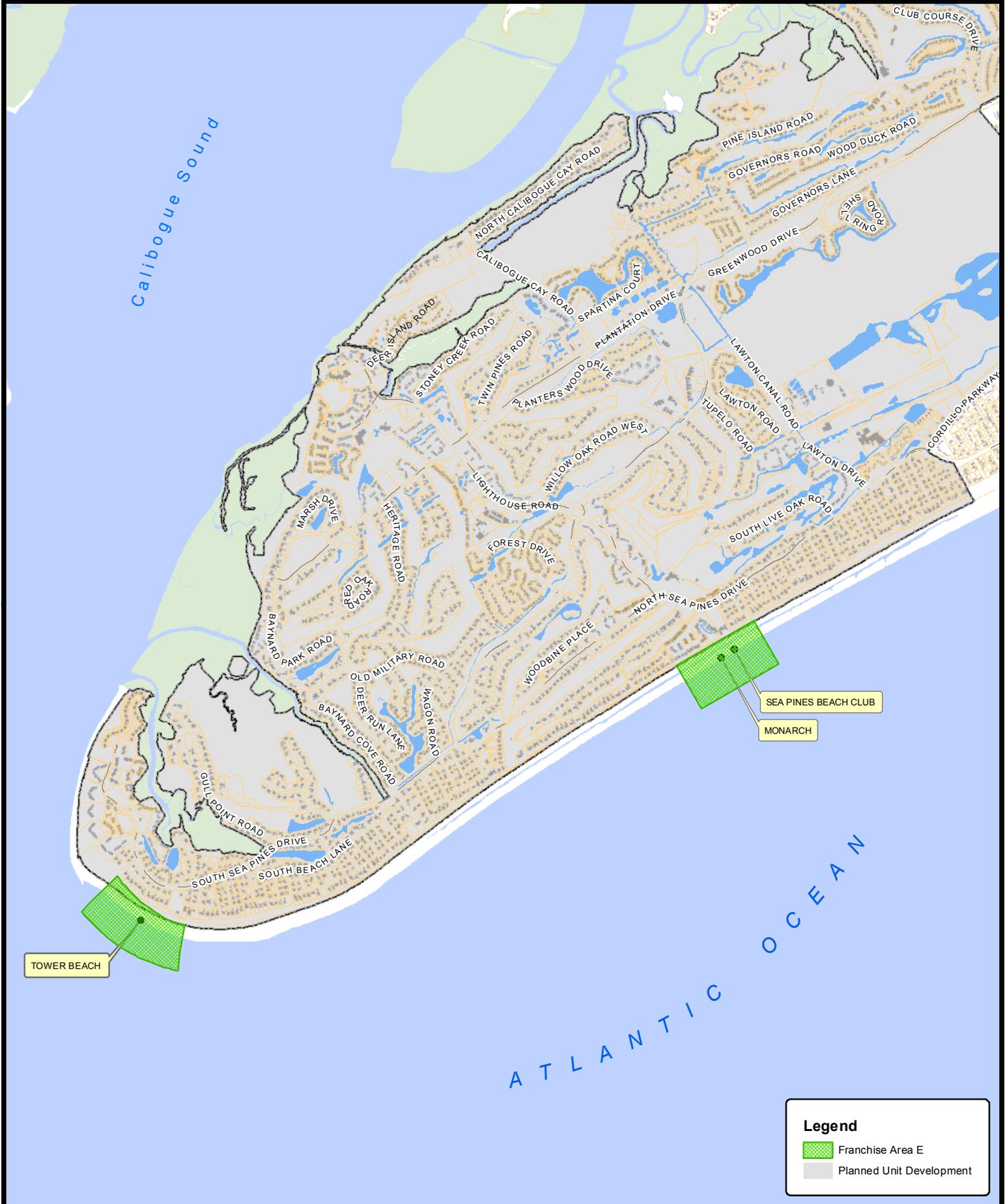


1 inch = 1,667 feet



**TOWN OF HILTON HEAD ISLAND**  
 ONE TOWN CENTER COURT  
 HILTON HEAD ISLAND, S.C. 29928  
 PHONE (843) 341-6000  
 Date Created: 08/06/08

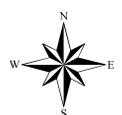
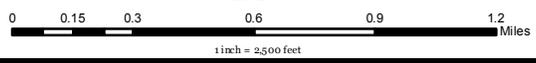
The information on this map has been compiled from a variety of sources and is intended to be used only as a guide. It is provided without any warranty or representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or state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



## Attachment A-5

### Rental Locations - Area E

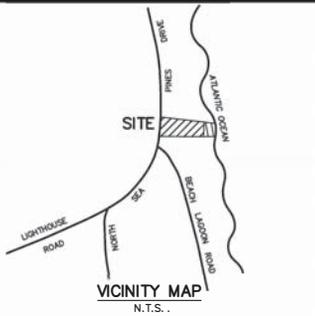
2018



**Legend**

- Franchise Area E
- Planned Unit Development

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



**SPECIAL NOTE.**  
Some or all areas on this plot are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development covenants and restrictions of this development and requirements of the town building official. In addition, federal law requires mandatory purchase of flood insurance as a prerequisite to federally insured mortgage financing in these designated flood hazard areas.

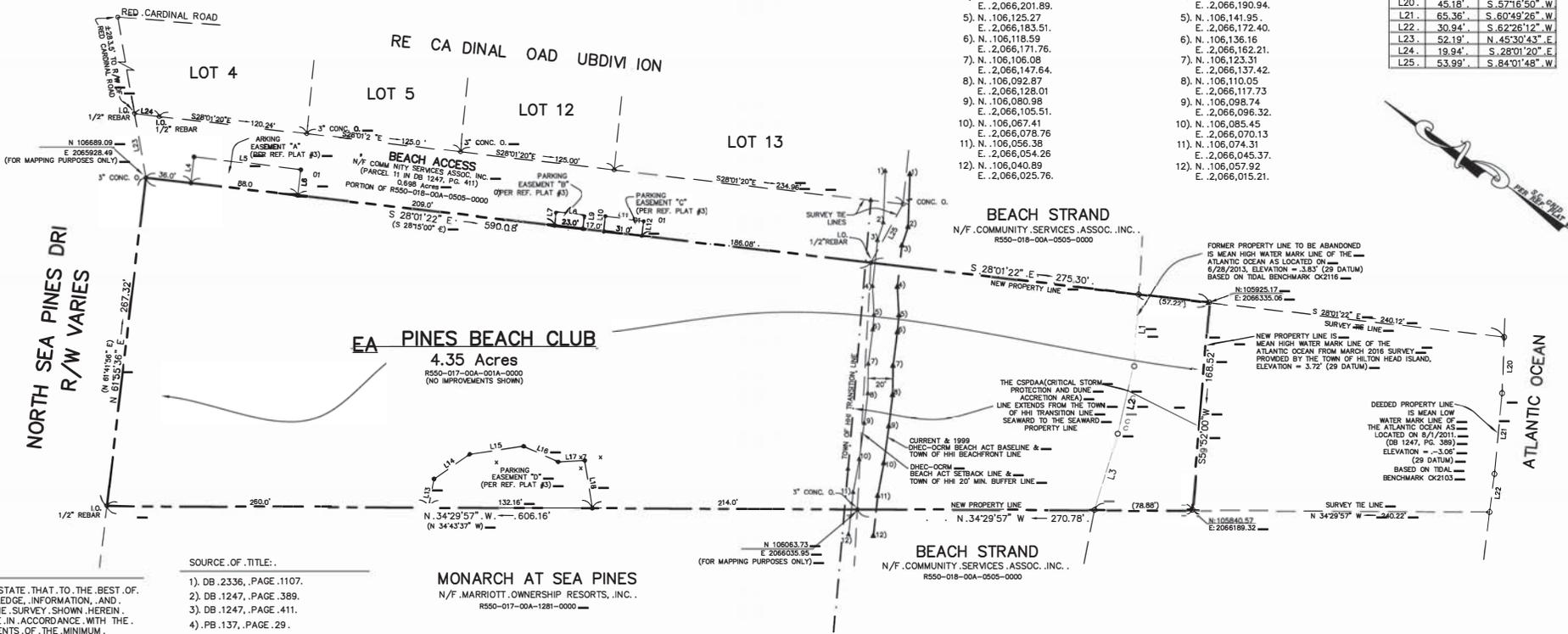
**LEGEND:**  
I.O. x IRON OLD FOUND  
CONC. O. 3"x3" CONCRETE MONUMENT FOUND  
N.T.S. NOT TO SCALE

I, the undersigned, as the Owner of Record of parcel R550-017-00A-001A-0000, agree to the recording of this plat.

Representatives of Sea Pines Resort, LLC DATE \_\_\_\_\_

LINE #	LENGTH	BEARING
L1.	58.14'	S 69°12'55" W x
L2.	56.06'	S 48°17'08" W x
L3.	64.51'	S 72°08'50" W x
L4.	21.00'	N 61°58'38" E
L5.	88.00'	S 28°01'22" E
L6.	21.00'	S 61°58'38" W
L7.	11.00'	N 61°58'38" E
L8.	23.00'	S 28°01'22" E
L9.	11.00'	S 61°58'38" W
L10.	12.00'	N 61°58'38" E
L11.	31.00'	S 28°01'22" E
L12.	12.00'	S 61°58'38" W
L13.	23.44'	S 65°36'54" W
L14.	35.14'	S 69°27'57" E
L15.	44.03'	S 42°42'33" E
L16.	30.47'	S 11°09'42" E
L17.	21.46'	S 37°43'31" E
L18.	39.15'	S 48°17'05" W
L19.		(NOT USED)
L20.	45.18'	S 57°16'50" W
L21.	65.36'	S 60°49'26" W
L22.	30.94'	S 62°26'12" W
L23.	52.19'	N 45°30'43" E
L24.	19.94'	S 28°01'20" E
L25.	53.99'	S 84°01'48" W

- DEHC-OCRM BASELINE COORDINATES**
- N. 106,182.93  
E. 2,066,282.39
  - N. 106,159.94  
E. 2,066,246.51
  - N. 106,155.44  
E. 2,066,231.39
  - N. 106,139.49  
E. 2,066,201.89
  - N. 106,125.27  
E. 2,066,183.51
  - N. 106,118.59  
E. 2,066,171.76
  - N. 106,106.08  
E. 2,066,147.64
  - N. 106,092.87  
E. 2,066,128.01
  - N. 106,080.98  
E. 2,066,105.51
  - N. 106,067.41  
E. 2,066,078.76
  - N. 106,056.35  
E. 2,066,054.26
  - N. 106,040.89  
E. 2,066,025.76
- DEHC-OCRM SETBACK LINE COORDINATES**
- N. 106,200.69  
E. 2,066,273.03
  - N. 106,178.30  
E. 2,066,238.10
  - N. 106,174.02  
E. 2,066,223.70
  - N. 106,156.30  
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E. 2,066,172.40
  - N. 106,136.16  
E. 2,066,162.21
  - N. 106,123.31  
E. 2,066,137.42
  - N. 106,110.05  
E. 2,066,117.73
  - N. 106,098.74  
E. 2,066,096.32
  - N. 106,085.45  
E. 2,066,070.13
  - N. 106,074.31  
E. 2,066,045.37
  - N. 106,057.92  
E. 2,066,015.21



**NOTES:**

- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.
- AS OF THE DATE OF THIS SURVEY, THE ORIGINAL 3.20 AC. BEACH CLUB PARCEL IS LOCATED IN ZONE A-7, A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY H.U.D., PANEL 12-D, COMMUNITY NO. 450250, MAP DATED 9/29/86, BASE ELEVATION 14.0'.
- BEARINGS & DISTANCES IN PARENTHESES ARE FROM REFERENCE PLAT, OTHERS ARE BASED ON S.C. GRID COORDINATES.
- CORNERS NOT SET ON EASEMENTS.
- FOR SAFETY REASONS, PROPERTY CORNER WERE NOT SET ON BEACH MEAN HIGH WATER MARK LINE.
- THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.

**SOURCE OF TITLE:**

- DB 2336, PAGE 1107.
- DB 1247, PAGE 389.
- DB 1247, PAGE 411.
- PB 137, PAGE 29.

**REFERENCE PLATS:**

- 3.894 ACRES BEACH CLUB AND 50' BEACH ACCESS, SEA PINES PLANTATION, DATED: 11/9/87; LATEST REVISION: 1/29/91, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 35, PG. 71.
- PARKING EASEMENTS A, B & C ACROSS 50' BEACH ACCESS AND PARKING EASEMENT D ADJACENT TO SEA PINES BEACH CLUB & RED CARDINAL ROAD SUBDIVISION, SEA PINES PLANTATION, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, DATED: 03/11/2008; LATEST REVISION: 03/17/2008, RECORDED: P.B. 124, PG. 101.
- BOUNDARY CONSOLIDATION SURVEY OF SEA PINES BEACH CLUB, NORTH SEA PINES DRIVE, A PORTION OF SEA PINES RESORT, BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, DATED: 07/02/2013, RECORDED: P.B. 137, PG. 29.
- EXHIBIT PLAT OF SEA PINES BEACH CLUB SHOWING MARCH 2016 MEAN HIGH WATER LINE, PREPARED FOR THE TOWN OF HILTON HEAD ISLAND, PROVIDED TO: SURVEYING CONSULTANTS ON 10/30/2017, BY: CHRISTOPHER G. CREED, P.E., D.C.E., OLSEN ASSOCIATES, INC.

**MONARCH AT SEA PINES**  
N/F. MARRIOTT OWNERSHIP RESORTS, INC.  
R550-017-00A-1281-0000

**BEACH STRAND**  
N/F. COMMUNITY SERVICES ASSOC., INC.  
R550-018-00A-0505-0000

**BOUNDARY RECONFIGURATION PLAT F**  
**SEA PINES BEACH CLUB**  
**#87 NORTH SEA PINES DRIVE**

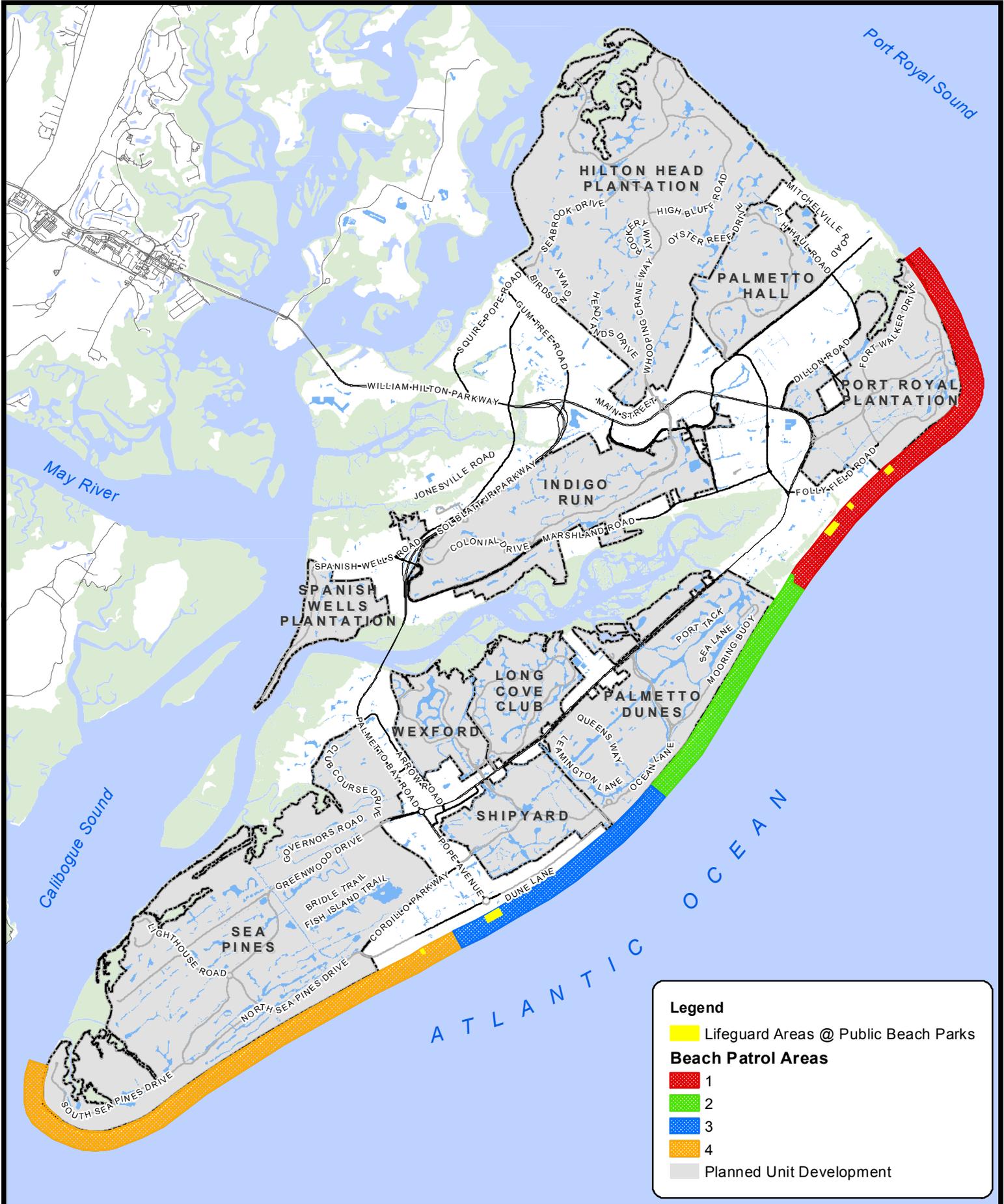
A PORTION OF Y  
**SEA PINES RESORT**  
HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA Y

SCALE: 1" = 40' DATE: Y11/21/2017 Y JOB NO: SC96252J.2 Y

PREPARED FOR: **SEA PINES COMPANY**  
ADDRESS: #87 NORTH SEA PINES DRIVE,  
TAX PARCEL I.D. NO. R550-017-00A-001A-0000

**SC SURVEYING CONSULTANTS**  
7 Sherrington Drive, Suite 6C, Bluffton, SC 29910  
SC Telephone: (843) 661-3304 g FAX: (843) 661-3365 g  
GA Telephone: (912) 698-2775 g





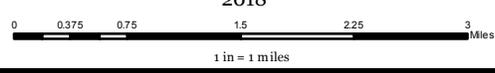
**Legend**

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

## Attachment C

### Beach Patrol Areas

2018



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



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# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

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**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**VIA:** Teri B. Lewis, AICP, *Deputy Director of Community Development*  
**VIA:** Nicole Dixon, CFM, *Development Review Administrator*  
**FROM:** Taylor Ladd, *Senior Planner*  
**CC:** Jennifer Ray, *Deputy Director of Community Development*  
**DATE:** May 9, 2019  
**SUBJECT:** ZA-000741-2019 – Shipyard Rezoning

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**Recommendation:** The Planning Commission held a public hearing on May 1, 2019 to review the Zoning Map Amendment application. At this meeting, the Commission voted 6-0 to recommend forwarding the application to Town Council with a recommendation of approval based on the Findings of Fact and Conclusions of Law in the staff report. Staff recommends that Town Council approve the application.

**Summary:** Todd Theodore with Wood + Partners Inc., on behalf of Shipyard Plantation Property Owners' Association, proposes to amend the Official Zoning Map by changing the uses and densities designated by the PD-1 Shipyard PUD (Planned Development Mixed-Use) Master Plan for parcels R550 015 000 0343 0000 and R550 015 000 0394 0000. Parcel 343, located at 10 Shipyard Drive, is 2.78 acres. It is the site of the existing Shipyard Administrative Office. Parcel 394 is 2.77 acres and it is undeveloped. Both parcels are located at the William Hilton Parkway entrance for Shipyard on Shipyard Drive.

The existing designated use of Parcel #343 is "Administrative Office with Associated Parking for the Shipyard Plantation Security Offices, Shipyard Plantation Property Owners' Association and for Visitor Pass Distribution" with an existing density of 3,100 square feet. The existing designated use of Parcel #394 is "Open Space" with no density assignment. The maximum building height currently allowed on both parcels is 75 feet.

The request is to change the designated uses of both parcels to "Community Services, Parks, and Open Space," to increase the maximum density of Parcel 343 to 4,000 square feet, to assign Parcel 394 a maximum density of 10,000 square feet, and to decrease the maximum building height to 45 feet.

The proposed rezoning will allow uses that are compatible with the light commercial district in the vicinity and will not change the existing PD-1 zoning for both parcels.

**Background:** Parcel 343 has been developed with the Shipyard Administrative building for almost 30 years. To meet the needs of the community, the POA contemplates adding a staff parking area to Parcel 394, which requires the property to be rezoned. As this is the third rezoning specifically for Parcel 343, the applicant has also requested consideration for additional Community Services density to this parcel, as well as to provide density for Parcel 394, so that they can further develop the

properties in the future if the need arises without returning for more zoning map amendments. There are no plans to add onto the existing administrative building at this time, or to build anything on Parcel 394 other than a parking area. On both parcels, any area that is undeveloped will remain park and open space for the community.

This rezoning will restrict both parcels to the development of density related to Community Services as defined by the LMO Section 16-10-103.B.2. Per the LMO, Community Services use is defined as a type of “Public, Civic, Instructional and Educational Use.” It does not allow for commercial or residential development.

Please contact me at (843) 341-4607 or at [taylorl@hiltonheadislandsc.gov](mailto:taylorl@hiltonheadislandsc.gov) if you have any questions.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2019-**

**PROPOSED ORDINANCE NO. 2019-14**

**AN ORDINANCE TO AMEND TITLE 16, "THE LAND MANAGEMENT ORDINANCE," OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 16-1-107, THE OFFICIAL ZONING MAP AND THE SHIPYARD PLANTATION MASTER PLAN WITH RESPECT TO CERTAIN 2.78 AND 2.77 ACRE PARCELS LOCATED AT 10 SHIPYARD DRIVE, IDENTIFIED AS PARCELS 343 AND 394 ON BEAUFORT COUNTY TAX MAP 15, WITHIN THE SHIPYARD PLANTATION MASTER PLAN UNDER THE PD-1 (PLANNED DEVELOPMENT MIXED USE) DISTRICT, TO CHANGE THE EXISTING USES FOR BOTH PARCELS TO COMMUNITY SERVICES, PARKS AND OPEN SPACE WITH DENSITY OF 4,000 GFA FOR PARCEL 343 AND 10,000 GFA FOR PARCEL 394, AND TO REDUCE THE MAXIMUM BUILDING HEIGHT ALLOWED FROM 75 FEET TO 45 FEET; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on October 7, 2014, the Town Council did adopt a new Land Management Ordinance (LMO); and

**WHEREAS**, this zoning change would be compatible with surrounding land uses and neighborhood character, would not be detrimental to the public health, safety and welfare, and further, would be in conformance with the Land Management Ordinance and Comprehensive Plan; and

**WHEREAS**, the Planning Commission held a public hearing on May 1, 2019 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed zoning map amendment application; and

**WHEREAS**, the Planning Commission, after consideration of the staff presentation, public comments and the criteria set forth in Section 16-2-103, voted 6-0 to recommend that Town Council approve the proposed zoning map amendment application; and

**WHEREAS**, after due consideration of said zoning map amendment application and the recommendation of the Planning Commission, the Town Council, upon further review, finds it is in the public interest that the subject parcels be rezoned to change the existing uses for both parcels to "Community Services, Parks and Open Space" with a density of 4,000 GFA for Parcel 343 and 10,000 GFA for Parcel 394, and to reduce the maximum building height allowed from 75 feet to 45 feet.

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

**Section 1. Amendment.** That the Official Zoning Map of the Town of Hilton Head Island, as referred to in Section 16-1-107 of the LMO, and the Shipyard Plantation Master Plan and associated text be hereby amended to modify the zoning designation of certain parcels identified

as Parcels 343 and 394 on Beaufort County Tax Map 15 within the Shipyard Plantation Master Plan to change the existing uses for both parcels to “Community Services, Parks and Open Space” with a density of 4,000 GFA for Parcel 343 and 10,000 GFA for Parcel 394, and to reduce the maximum building height allowed from 75 feet to 45 feet.

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

**Section 3. Effective Date.** This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_  
John J. McCann, Mayor

ATTEST:

\_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

Public Hearing: May 1, 2019

First Reading:

Second Reading:

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: \_\_\_\_\_



## TOWN OF HILTON HEAD ISLAND COMMUNITY DEVELOPMENT DEPARTMENT

One Town Center Court

Hilton Head Island, SC 29928

843-341-4757

FAX 843-842-8908

### STAFF REPORT ZONING MAP AMENDMENT

Case #	Name of Project or Development	Public Hearing Date
ZA-000741-2019	Shipyards Plantation	May 1, 2019

Parcel Data & Location		
Parcel A: R550 015 000 0343 0000	Size: 2.782 acres	Address: 10 Shipyards Dr.
Parcel B: R550 015 000 0394 0000	Size: 2.767 acres	Address: Shipyards Dr.

Owner	Applicant	Agent
Shipyards Residential Property Owners 10 Shipyards Drive Hilton Head Island, SC 29926	Sally Warren General Manager Shipyards Admin Building 10 Shipyards Drive Hilton Head Island, SC 29926	Todd Theodore Wood + Partners, Inc. 7 Lafayette Place Hilton Head Island, SC 29925

	Existing Zoning	Proposed Zoning
<b>Districts</b>	Planned Development Mixed Use (PD-1) – Shipyards Corridor Overlay (COR)	Planned Development Mixed Use (PD-1) – Shipyards Corridor Overlay (COR)
<b>Uses</b>	<u>Parcel A:</u> Administrative Office with Associated Parking for the Shipyards Plantation Security Offices, Ship Yard Plantation POA and for Visitor Pass Distribution <u>Parcel B:</u> Open Space	Community Services, Parks and Open Space
<b>Density</b>	<u>Parcel A:</u> 3,100 sf total (not per net acre) <u>Parcel B:</u> None designated	<u>Parcel A:</u> Community Services Uses: 4,000 sf total (not per net acre) <u>Parcel B:</u> Community Services Uses: 10,000 sf total (not per net acre)
<b>Height</b>	75 feet maximum	45 feet maximum

### **Application Summary**

Todd Theodore with Wood + Partners Inc., on behalf of Shipyard Property Owners' Association, proposes to amend the Official Zoning Map by changing the uses and densities designated by the PD-1 Shipyard PUD (Planned Development Mixed-Use) Master Plan for parcels R550 015 000 0343 0000 (Parcel A) and R550 015 000 0394 0000 (Parcel B). See Attachment A for a Vicinity Map.

Parcel A, located at 10 Shipyard Drive, is 2.78 acres. It is the site of the existing Shipyard Administrative Office. Parcel B is 2.77 acres and it is undeveloped. Both parcels are located at the William Hilton Parkway entrance for Shipyard on Shipyard Drive. The existing designated use of Parcel A is "Administrative Office with Associated Parking for the Shipyard Plantation Security Offices, Shipyard Plantation Property Owners' Association and for Visitor Pass Distribution" with an existing density of 3,100 square feet. The existing designated use of Parcel B is "Open Space" with no density assignment. The maximum building height currently allowed on both parcels is 75 feet.

The request is to change the designated uses of Parcel A to "Community Services, Parks, and Open Space," to increase the density to 4,000 square feet, and to decrease the maximum building height to 45 feet. The request is also to change the designated uses of Parcel B to "Community Services, Parks, and Open Space," to assign a density of 10,000 square feet, and to decrease the maximum building height to 45 feet. The proposed densities are a total cap for each parcel and not per net acre.

Since the existing administrative office is a Community Service use and the building is two stories in height, the rezoning will not create a non-conforming use or structure.

### **Staff Recommendation**

Staff recommends the Planning Commission find this application to be **consistent with the Town's Comprehensive Plan** and **serve to carry out the purposes of the LMO**, based on those Findings of Facts and Conclusions of Law as determined by the LMO Official and enclosed herein.

Staff recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council.

### **Background**

Shipyard Plantation (Shipyard) was developed in the 1970's by the Hilton Head Company as a sister community to Port Royal Plantation. At that time, all community operations and facilities were located in Port Royal Plantation or off-site. When the Shipyard Property Owners' Association (POA) assumed control of the plantation in 1988, there were no designated areas for administration within the community. The POA's best opportunity to create this area was at the entrance to Shipyard on William Hilton Parkway.

The Shipyard Administration Building on Parcel A and the undeveloped Parcel B are part of the Shipyard Plantation Master Plan (Master Plan). The Master Plan was approved by the Town in 1985. Under this approval, the uses and density for both subject parcels were

undesignated. Per LMO Section 16-3-105.K, undesignated areas on PUD master plans are considered as open space. See Attachment F for the Shipyard PUD approved Master Plan circa 1985 and Attachment G for a map of the current extents.

In 1990, Parcel A was rezoned under Ordinance 1990-24 to allow for a change in land use designation under the Master Plan from “Open Space” to “Administrative Offices with Associated Parking for the Shipyard Plantation Security Operations, the Shipyard Plantation POA and for Visitor Pass Distribution” with a 2,100 square foot maximum density.

In 2009, the Parcel A zoning was amended under Ordinance 2009-13 to allow for a total of 3,100 square feet maximum density. This additional 1,000 square feet of density was needed to accommodate additional security and administrative staff required as result of growth in Shipyard since 1990. Subsequently, the building was expanded by 954 square feet with the addition of a second story. Other changes included improving the existing entrance, front porch and ADA accessibility.

Since the 1985 master plan adoption, Parcel B has remained undesignated and is now considered open space per the LMO standards for the PD-1 District. See Attachment C for the LMO information table on the PD-1 District.

The applicant requests that the master plan be amended to allow for additional density and consistent uses across the two entrance parcels so that Shipyard may contemplate expansion as it is needed without having to keep applying for rezonings. Since 2009, with the renovation of Sonesta Resort, accessed through Shipyard, Heritage Golf Group’s golf club activities, and increase in rental properties, the need for community services is growing beyond the capacity of the current administrative facilities. Today, the biggest need is parking in order to streamline gate pass distribution, staffing and home owner access.

In February of 2019, staff approved a Minor Development Plan, permit number DPR-002630-2018, to improve the existing parking areas on Parcel A. The application originally included proposed parking on Parcel B, but this portion of the development proposal was removed due to the rezoning required to develop this parcel.

Concerning Parcel A: The parcel is 2.782 Acres with +/-1.44 acres of upland due to the existing lagoon. The applicant requests to revise the use designation to “Community Services, Parks and Open Space” with a density capped at 4,000 square feet and maximum height of 45 feet. There are no plans at this time specifically to renovate or add on to the existing administration building, but they would like the option to in the future when it is warranted.

Parcel A is bounded to the northwest by William Hilton Parkway, to the south by open space, to the northeast by Shipyard Drive and to the southwest by the Shipyard Galleria Shopping Center and a real estate office on New Orleans Road in the Light Commercial (LC) zoning district. See Attachment A for a vicinity map and Attachment B for a zoning map. See Attachment E for a survey of existing conditions on both parcels.

Concerning Parcel B: The parcel is 2.767 acres with +/- 2.46 acres of upland due to the existing lagoon. The applicant requests to revise the use designation to “Community Services, Parks and Open Space” with a density capped at 10,000 square feet and maximum height of 45 feet. There are no plans at this time specifically to develop the parcel other than to build a parking area for the administration building. Until such time it

is developed, it will remain a park-like open space for the community.

Parcel B is bounded to the south by open space, to the northwest by William Hilton Parkway, to the northeast by Central Church in the LC zoning district and to the southwest by Shipyard Drive. See Attachment A for a vicinity map and Attachment B for a zoning map.

Pertaining to this request, the Community Services use designation shall adhere to the definition and interpretation of such per LMO Section 16-10-103.B.2: *“A use of a public, nonprofit, or charitable nature generally providing a local service to people of the community. Generally, community service uses provide the service on-site or have employees at the site on a regular basis. The service is ongoing, not just for special events. Community service uses may provide special counseling, education, or training of a public, nonprofit or charitable nature. They may have membership provisions that allow the general public to join at any time (for instance, a senior center where a senior citizen could join at any time). Community service uses include libraries, museums, senior centers, community centers, youth club facilities, social service facilities, and nonprofit community theaters. Accessory uses may include offices, meeting areas, food preparation areas, parking, health and therapy areas, and athletic facilities.”*

Since the LMO contains specific requirements for the development of these parcels, and Parcel B is undesignated on the Master Plan, a zoning map amendment is required to allow for an increase in density or change in use on the subject parcels. The PD-1 zoning district designation will not change for either parcel.

#### **Applicant’s Grounds for ZMA**

The applicant states that Parcels A and B are the entry gateway to the plantation best suited to meet any expansion needs of the community. The existing administration building site has limited land due to a bordering lagoon, Highway 278 frontage and the entry parkway corridor. Parcel B has more upland area available. In order to provide more flexibility and maintain convenient access to community services outside the gated entry, rezoning both parcels will provide flexibility for future development.

Any development on these two parcels will maintain the same character and landscaped environment that exists in the area today, and with respect to specimen trees. The proposed designated use for “Community Services, Parks and Open Space” is in keeping with the existing intent of the parcels and is contiguous with adjacent commercial and institutional development. Community Services by definition will allow for all administrative and associated ancillary uses that are or could be needed by Shipyard. The applicant has stated that development on either parcel will not decrease the amount of open space for the plantation less than the +/-400 acres (55%) minimum that is required by the LMO for all PUDs. See Attachment H for the applicant’s narrative.

## **Summary of Facts and Conclusions of Law**

### **Findings of Fact:**

1. The application was submitted on March 27, 2019 as set forth in LMO 16-2-103.C and Appendix D-1.
2. Per LMO 16-2-102.E.1, when an application is subject to a hearing, the LMO Official shall ensure that the hearing on the application is scheduled for a regularly scheduled meeting of the body conducting the hearing.
3. The LMO Official scheduled the public hearing of the application for the May 1, 2019 Planning Commission meeting, which is a regularly scheduled meeting of the Planning Commission.
4. Per LMO 16-2-102.E.2, the LMO Official shall publish a notice of the public hearing in a newspaper of general circulation in the Town no less than 15 calendar days before the hearing date.
5. Notice of the May 1, 2019 public hearing was published in the Island Packet on April 14, 2019.
6. Per LMO 16-2-102.E.2, the applicant shall mail a notice of the public hearing by first-class mail to the owners of the land subject to the application and owners of record of properties within 350 feet of the subject land, no less than 15 calendar days before the hearing date.
7. The applicant mailed notices of the public hearing by first-class mail to the owners of record of properties within 350 feet of the subject land on April 11, 2019.
8. Per LMO 16-2-102.E.2, the LMO Official shall post conspicuous notice of the public hearing on or adjacent to the land subject to the application no less than 15 days before the hearing date, with at least one notice being visible from each public thoroughfare that abuts the subject land.
9. The LMO Official posted on April 16, 2019 conspicuous notice of the public hearing on William Hilton Parkway and Shipyard Drive for each parcel.

### **Conclusions of Law:**

1. The application was submitted in compliance with LMO 16-2-103.C and Appendix D-1.
2. The LMO Official scheduled the public hearing of the application for the May 1, 2019 Planning Commission meeting, in compliance with LMO 16-2-102.E.1.
3. Notice of the public hearing was published 17 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
4. The applicant mailed notices of the public hearing 20 calendar days before the meeting date, in compliance with LMO 16-2-102.E.2.
5. The LMO Official posted conspicuous notice of the public hearing 15 calendar days before the hearing date, in compliance with LMO 16-2-102.E.2.

*As set forth in LMO 16-2-103.C.2.e, Zoning Map Amendment (Rezoning) Advisory Body Review and Recommendation, the Commission shall consider and make findings on the following matters regarding the proposed amendment.*

**Summary of Facts and Conclusions of Law**

*Criteria 1: Whether and the extent to which the proposed zoning is in accordance with the Comprehensive Plan (LMO 16-2-103.C.3.a.i):*

**Findings of Fact:**

The Comprehensive Plan addresses this application in the following areas:

**Natural Resources Element**

**Goal – 3.3 Positive Impacts of Environmental Preservation on Quality of Life**

D. To preserve open space (including improvement and enhancement of existing).

**Land Use Element**

**Goal – 8.1 Existing Land Use & Goal – 8.5 Land Use Per Capita**

A. To have an appropriate mix of land uses to meet the needs of existing and future populations.

**Goal – 8.3 Planned Unit Developments (PUDs)**

B. To have an appropriate mix of land uses to accommodate permanent and seasonal populations and existing market demands is important to sustain the Town’s high quality of life and should be considered when amending PUD Master Plans.

**Conclusions of Law:**

1. The application is **consistent** with the Comprehensive Plan as set forth in LMO Section 16-2-103.C.3.a.i.
2. The Natural Resources Element does not support the proposed rezoning for Parcel B because it would allow the parcel, which is designated as Open Space, to potentially be developed for Community Service uses.
3. The Land Use Element supports the proposed rezoning because it would appropriately modify the allowed land uses in the Shipyard Master Plan to meet the development’s existing and future need for community services.
4. Allowing the development of a relatively small amount of open space is outweighed by benefits of improving vehicle, bicyclist, and pedestrian safety at the US 278 entrance to Shipyard by allowing the development of adequate parking for the existing uses at the administration building.
5. While this rezoning would allow the Parcel B open space to be developed, the Shipyard PUD will still have +/-400 acres of open space and meet the LMO standard of 55% land area devoted to open space that is required for a PUD.

## Summary of Facts and Conclusions of Law

*Criteria 2: Whether and the extent to which the proposed zoning would allow a range of uses that are compatible with the uses allowed on other property in the immediate vicinity (LMO 16-2-103.C.3.a.ii):*

### Findings of Fact:

1. LMO Section 16-3-105.K describes the purpose of the PD-1 district is to “...allow the continuation of well-planned development within these areas.”
2. The current permitted uses on Parcel A as approved through Ordinance 2009-13 are “Administrative offices with associated parking for the Shipyard Plantation security offices, Shipyard Plantation Property Owners’ Association and for visitor pass distribution” with maximum density of 3,100 square feet. This use description for the parcel is not specifically defined in the current LMO.
3. Per the LMO, the current permitted use on Parcel B is “Open Space” with no density assignment.
4. The proposed rezoning is to designate both parcels as “Community Services, Parks and Open Space” with assigned densities of 4,000 sf on Parcel A and 10,000 sf on Parcel B.
5. The subject parcels are surrounded by either PD-1 or LC districts.
6. The existing PD-1 zoning for both parcels will not be changing.
7. The adjacent LC district permits Community Services and Parks with a commercial density of 10,000 sf per net acre and maximum height of 45 feet, so the proposed uses, densities and height are concurrent with the adjacent zoning district.
8. The surrounding uses directly adjacent and across William Hilton Parkway include LC district compliant commercial and institutional development, and open space with lagoons and golf course facilities.
9. The Shipyard Administration building has been in this location for 26 years. The function of the existing development on Parcel A will not change.

### Conclusions of Law:

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.ii.
2. The proposed rezoning will not change the zoning district designation for either parcel, will provide continuity for both parcels and does not conflict with the purpose of PD-1.
3. The proposed rezoning will bring the current designated use for Parcel A into better compliance with current LMO use designations and definitions.
4. The proposed Commercial Services and Parks uses are compatible with the adjacent LC zoning district, which allows these uses.
5. The proposed uses are compatible because Parcel A has been operating as a type of community service use for the past 26 years without any known negative impacts to the character of the area. By extension, this use designation would be appropriate for Parcel B since it would be developed and operate in conjunction with Parcel A.

## Summary of Facts and Conclusions of Law

*Criteria 3: Whether and the extent to which the proposed zoning is appropriate for the land (LMO 16-2-103.C.a.iii):*

### **Findings of Fact:**

1. Parcel A is already developed with an administrative office and associated parking and circulation.
2. Parcel A is already connected to existing storm water and utility infrastructure such that only on-site improvements may be required for permitting any future development. There should be no impacts on the infrastructure of adjacent properties.
3. Parcel B is undeveloped and includes a portion of an existing lagoon. Development of Parcel B will disturb land that is currently used as open space.
4. Both subject parcels are well vegetated and have specimen trees. All LMO standards pertaining to specimen trees and existing vegetation will have to be met for development in either location.
5. The proposed density for each parcel is appropriate and less than what is permitted in the adjacent LC zoning district.
6. Existing lagoons on both parcels are part of a larger stormwater management plan for the area. They can only be impacted by new development on the subject parcels with oversight through the development permitting process.
7. The Type E Adjacent Street Buffer from William Hilton Parkway, Adjacent Use Buffers from the adjacent LC district, setbacks, impervious cover and open space standards as required by the LMO would be enforced for development on both parcels.
8. Design Review Board or Minor Corridor approval will be required where applicable for new structures or additions.
9. The proposed maximum building height is 45 feet. The existing by-right maximum building height is 75 feet.

### **Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.iii.
2. The proposed zoning is appropriate for the land because Parcel A is already developed with community services and associated parking. The proximity of Parcel B to existing development and infrastructure will not require extensive and invasive disturbance in order to develop the property following current LMO standards.
3. Originally, both parcels were undesignated and created a park-like atmosphere for entering Shipyard. The properties are well vegetated and have several specimen trees. The development of Parcel A has not significantly altered this character, and it is reasonable to expect any development on Parcel B will follow suit given the interests of Shipyard and successful development of Parcel A.
4. The proposed maximum building height of 45 feet is appropriate because it is lower than the current by-right height of 75 feet and in keeping with the 45 foot maximum height requirement for the adjacent LC district.

### Summary of Facts and Conclusions of Law

*Criteria 4: Whether and the extent to which the proposed zoning addresses a demonstrated community need (LMO 16-2-103.C.a.iv):*

#### **Findings of Fact:**

1. Since the last rezoning effort for Parcel A, the plantation has continued to grow with increased traffic due to vacation rentals, the resort, golf and build out of the residential areas within the plantation.
2. Future needs for the community could include more office or community space for staffing, security, and property owners, improved circulation for visitors and better access for property owners.
3. Currently, there is a parking shortage at the administration building which at times creates an unsafe environment for contractors, staff, property owners and visitors accessing the building.
4. Parcel A has limited space for meeting all of the expansion needs due to the lagoon on the parcel.
5. As it is currently designated, Parcel B cannot be developed, which prevents the Shipyard administration from being able to expand across Shipyard Drive and maintain their presence at the main entrance for the community.

#### **Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.iv.
2. The proposed zoning meets a demonstrated community need because the administration for Shipyard would be able to expand their current operations and supporting accessory features like safe parking and pass pickup to meet the community needs.

### Summary of Facts and Conclusions of Law

*Criteria 5: Whether and the extent to which the proposed zoning is consistent with the overall zoning program as expressed in future plans for the Town (LMO 16-2-103.C.3.a.v):*

#### **Findings of Fact:**

1. Per Criteria 1, the proposed rezoning is consistent with the Comprehensive Plan.
2. Per Criteria 2, this rezoning proposal meets the purpose of the PD-1 district and is compatible with the adjacent LC district.
3. Other PUD communities on the Island were not developed as sister communities and therefore were provided with designated densities and space for administrative operations.

#### **Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.v.
2. The proposed rezoning is consistent with the overall zoning program as expressed in future plans for the Town because the proposed uses are compatible with the purpose of the PD-1 district and the adjacent LC district, and are consistent with the goals of the Comprehensive Plan.
3. This rezoning will provide Shipyard with the same opportunity to meet the needs of their community that other PUD communities already have.

**Summary of Facts and Conclusions of Law**

*Criteria 6: Whether and the extent to which the proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts (LMO 16-2-103.C.3.a.vi):*

**Findings of Fact:**

1. The subject parcels are currently zoned PD-1 Shipyard.
2. The proposed rezoning is only redefining the uses, height and densities for the subject parcels.
3. If the subject parcels are rezoned as proposed in this application, they will remain PD-1 Shipyard.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.a.vi.
2. The proposed zoning would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts because the existing base zoning district will remain PD-1. Only the designated uses, height and density will change.

**Summary of Facts and Conclusions of Law**

*Criteria 7: Whether and the extent to which the proposed zoning would allow the subject property to be put to a reasonably viable economic use (LMO Section 16-2-103.C.3.a.vii):*

**Findings of Fact:**

1. The Shipyard Residential Property Owners own both parcels.
2. Parcel A provides for limited development space due to the existing lagoon.
3. Parcel B is currently undesignated on the master plan, which defaults it to being open space. By definition in the LMO, open space cannot be developed with community services.
4. The applicant has stated there is a need for immediate expansion to alleviate parking constraints. They have already obtained a development permit to improve the parking and circulation for Parcel A.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.vii.
2. The rezoning of the subject property would allow it to be put to a reasonably viable economic use because improvements would be allowed as needed on Parcel A and Parcel B will now be usable.

**Summary of Facts and Conclusions of Law**

*Criteria 8: Whether and the extent to which the proposed zoning would result in development that can be served by available, adequate, and suitable public facilities (e.g. streets, potable water, sewerage, stormwater management) (LMO Section 16-2-103.C.3.a.viii):*

**Findings of Fact:**

1. William Hilton Parkway is a major arterial street as defined by the LMO.
2. Shipyard Drive is a non-arterial street as defined by the LMO.

3. The Town's multi-use pathway follows William Hilton Parkway and Shipyard Drive and is accessible from both subject parcels.
4. There is infrastructure for storm water and drainage currently in place on the properties that may require some on-site improvements to support future development.
5. Water and sewer service, as well as electricity service exist and will continue to be available on Parcel A and accessible as needed for Parcel B due to its location.
6. Hilton Head Island Fire Rescue has the capability to immediately access the subject parcels.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO 16-2-103.C.3.a.viii.
2. The proposed rezoning would result in development that can be served by all typically available, adequate and suitable public facilities for properties in the Town of Hilton Head Island due to the existing infrastructure on Parcel A and in close proximity to Parcel B.

**Summary of Facts and Conclusions of Law**

*Criteria 9: Is appropriate due to any changed or changing conditions in the affected area (LMO Section 16-2-103.C.3.a.ix):*

**Findings of Fact:**

1. Shipyard was originally planned without administration facilities because it was a sister community to Port Royal Plantation. Eventually, Shipyard became its own entity and needed to create an area for administration and operations for the community.
2. Over the years, Shipyard has been through two rezonings to create an administrative and operations center for the community. Shipyard has grown and could continue to grow beyond what the currently approved facility can support.
3. The applicant states recent renovations to the Sonesta Resort and growing tourism interest for the Island has increased traffic through Shipyard for the resort and vacation rentals.

**Conclusions of Law:**

1. This application **meets the criteria** in LMO Section 16-2-103.C.3.a.ix.
2. The proposed zoning is appropriate due to the changing conditions in the affected area that have perpetuated the need for Shipyard to be able to expand to meet the needs of the community.

**LMO Official Determination**

The LMO Official determines that this application **is consistent with the Comprehensive Plan and serves to carry out the purposes of the LMO** as based on the Findings of Fact and Conclusions of Law as determined by the LMO Official and enclosed herein.

The LMO Official recommends that the Planning Commission recommend **APPROVAL** of this application to Town Council.

**Note: If the proposed amendment is approved by Town Council, such action shall be by ordinance to amend the Official Zoning Map. If it is denied by Town Council, such action shall be by resolution.**

**PREPARED BY:**

TL  
\_\_\_\_\_  
Taylor Ladd  
*Senior Planner*

April 23, 2019  
\_\_\_\_\_  
DATE

**REVIEWED BY:**

ND  
\_\_\_\_\_  
Nicole Dixon, CFM  
*Development Review Administrator*

April 23, 2019  
\_\_\_\_\_  
DATE

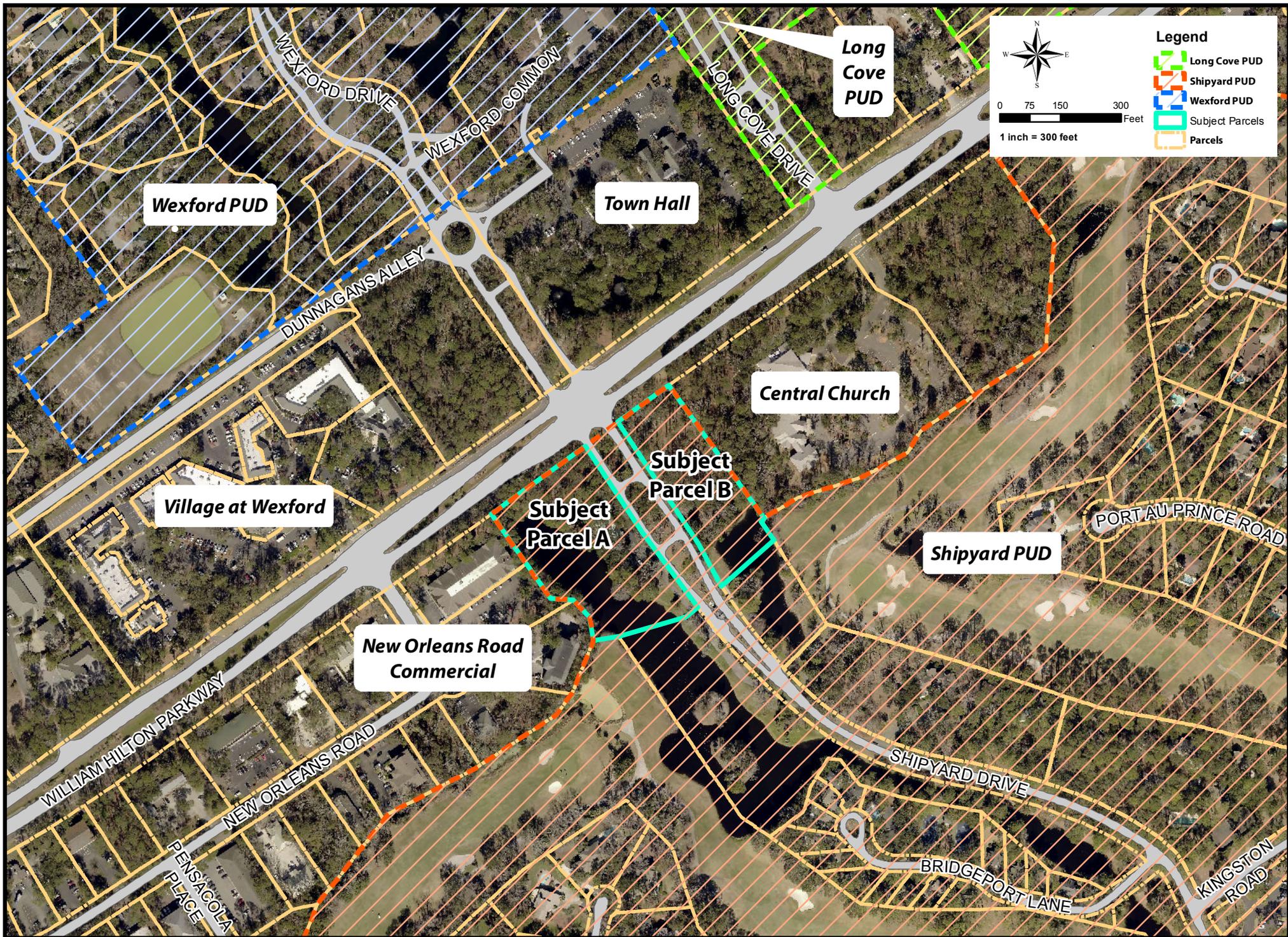
**REVIEWED BY:**

TL  
\_\_\_\_\_  
Teri Lewis, AICP  
*Deputy Director of Community  
Development and LMO Official*

April 23, 2019  
\_\_\_\_\_  
DATE

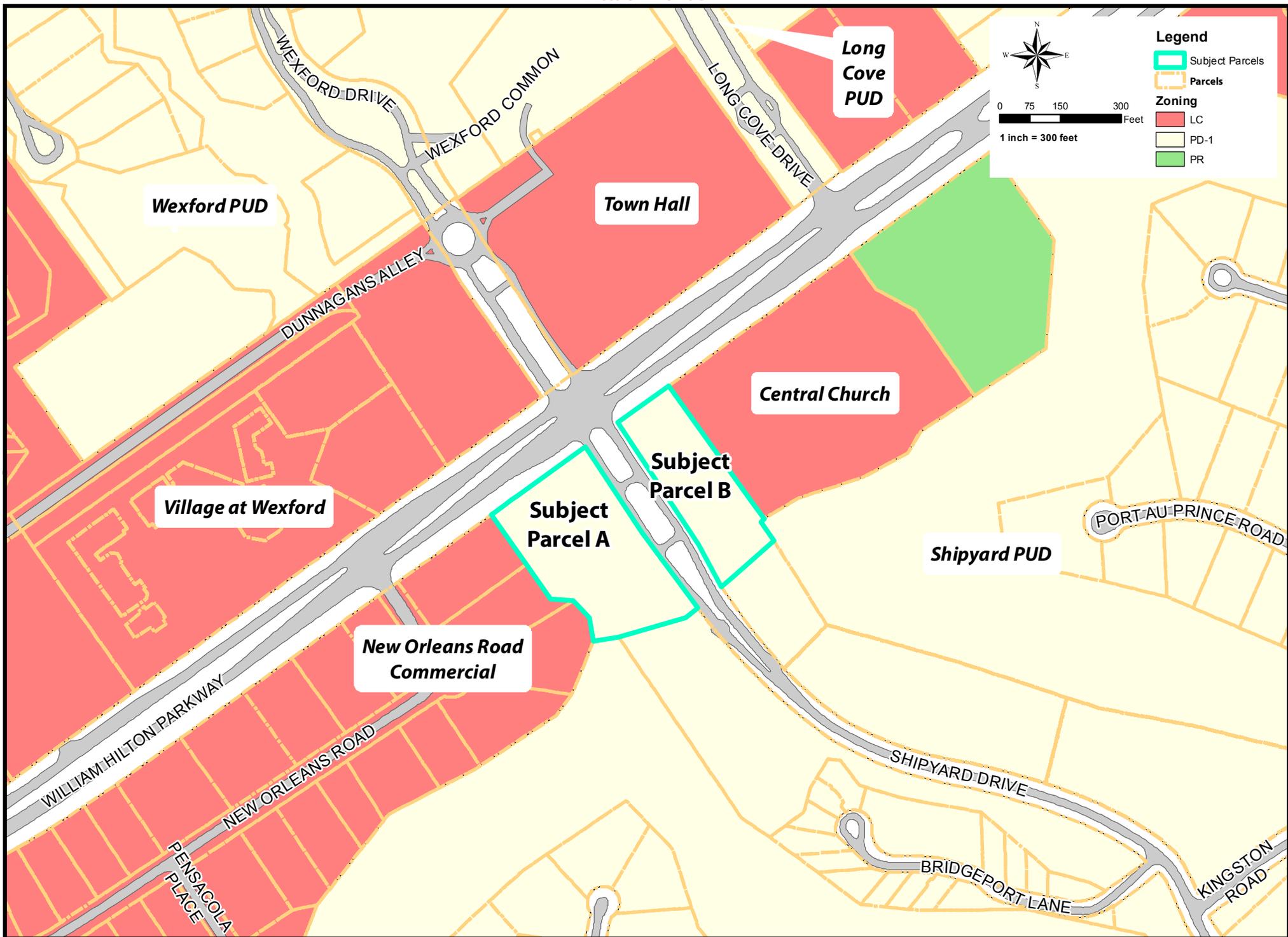
**ATTACHMENTS:**

- A) Vicinity Map
- B) Zoning Map
- C) LMO Table for PD-1
- D) Subject Property Aerial Imagery and Photos
- E) Boundary Survey
- F) Shipyard PUD Master Plan circa 1985
- G) Current Shipyard PUD Extents as of 2014 Zoning Map Adoption
- H) Applicant Narrative



Shipyard Drive Subject Parcels A & B and Vicinity

ZA-000741-2019



**Shipyard Drive Subject Parcels A & B Zoning**

ZA-000741-2019

**Attachment C**

Town of Hilton Head Island Municipal Code

Title 16: Land Management Ordinance, Section 16-3-105.K

# PD-1

## Planned Development Mixed-Use District

**1. Purpose**

The purpose of the Planned Development Mixed-Use (PD-1) District is to recognize the existence within the Town of certain unique **Planned Unit Development s** (PUDs) that are greater than 250 acres in size. Generally, these PUDs have served to establish the special character of Hilton Head Island as a high quality resort and residential community. It is the intent in establishing this district to allow the continuation of well-planned **development** within these areas. In limited situations, some commercially planned portions of PUDs are placed within other base districts to more specifically define the types of commercial **uses** allowed.

**2. Included PUDs and Master Plans**

The following PUDs are included in the PD-1 District and their Town-approved Master Plans—including associated text and any subsequent amendments—are incorporated by reference as part of the **Official Zoning Map** and the text of this LMO. Amendments to these Master Plans and associated text shall be in accordance with Sec. 16-2-103.D, Planned Unit Development (PUD) District.

1 Hilton Head Plantation	6 Port Royal Plantation (and surrounds)
2 Indigo Run	7 Sea Pines Plantation
3 Long Cove Club	8 Shipyard Plantation
4 Palmetto Dunes Resort	9 Spanish Wells Plantation
5 Palmetto Hall Plantation	10 Wexford Plantation

**3. Principal Uses Restricted by Master Plan**

The Master Plans and associated text, as approved and amended by the Town, establish general permitted **uses** for the respective PUDs, except as may be modified by an **overlay zoning district** . Undesignated areas on these Master Plans shall be considered as **open space** .

The following **uses** are restricted to locations where a Town-approved Master Plan or associated text specifically states such **uses** are permitted. In addition, the **use** -specific conditions referenced below shall apply to any new such **use** or change to the site for any existing such **use** .

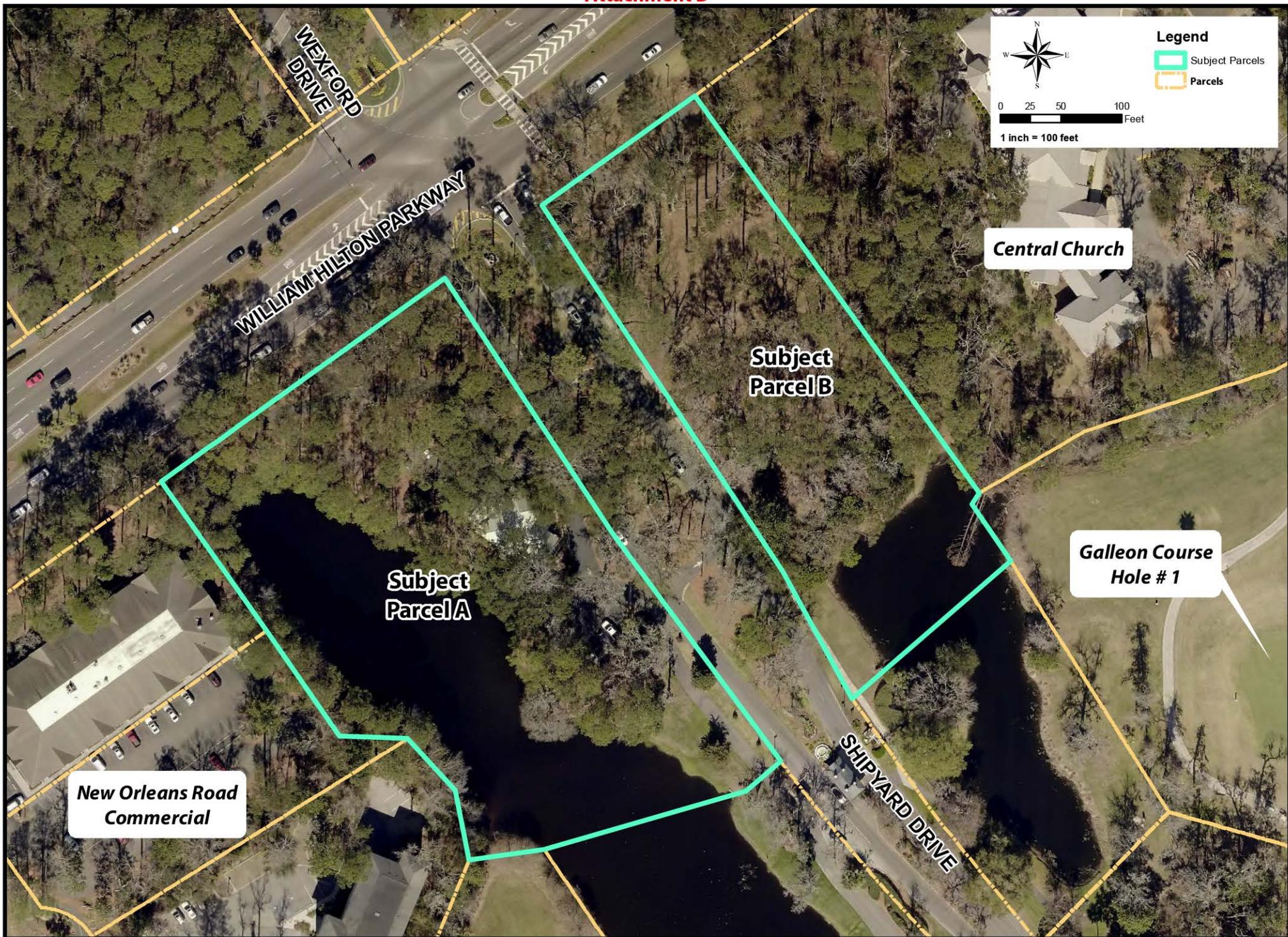
	USE-SPECIFIC CONDITIONS	MINIMUM NUMBER OF OFF-STREET PARKING SPACES
<b>Public, Civic, Institutional, and Educational Uses</b>		
<b>Telecommunication Towers, Monopole</b>	PC Sec. 16-4-102.B.2.e	1
<b>Resort Accommodations</b>		

## Attachment C

<b>Interval Occupancy</b>	P		1 bedroom	1.4 per du
			2 bedrooms	1.7 per du
			3 or more bedrooms	2 per du
<b>Commercial Recreation Uses</b>				
<b>Outdoor Commercial Recreation Uses</b> Other than <b>Water Parks</b>	PC	Sec. 16-4-102.B.5.b	See Sec. 16-5-107.D.2	
<b>Commercial Services</b>				
<b>Adult Entertainment Uses</b>	SE	Sec. 16-4-102.B.7.a	1 per 100 GFA	
<b>Animal Services</b>	PC	Sec. 16-4-102.B.7.b	1 per 225 GFA	
<b>Convenience Stores</b>	PC	Sec. 16-4-102.B.7.d	1 per 200 GFA	
<b>Liquor Stores</b>	PC	Sec. 16-4-102.B.7.g	1 per 200 GFA	
<b>Nightclubs or Bars</b>	PC	Sec. 16-4-102.B.7.h	1 per 70 GFA	
<b>Tattoo Facilities</b>	PC	Sec. 16-4-102.B.7.k	1 per 200 GFA	
<b>Vehicle Sales and Services</b>				
<b>Auto Rentals</b>	PC	Sec. 16-4-102.B.8.a	See Sec. 16-5-107.D.2	
<b>Auto Sales</b>	P		See Sec. 16-5-107.D.2	
<b>Gas Sales</b>	PC	Sec. 16-4-102.B.8.d		
<b>Towing Services</b> or <b>Truck and Trailer Rentals</b>	P		1 per 200 GFA of office or waiting area	
<b>Watercraft Sales, Rentals, or Services</b>	PC	Sec. 16-4-102.B.8.e	1 per 200 GFA	
<b>Other Uses</b>				
<b>Boat Ramps , Docking Facilities , and Marinas</b>	PC	Sec. 16-4-102.B.10.a	1 per 200 GFA of enclosed floor space not used for storage + 1 per 3 wet slips + 1 per 5 dry storage slips	
<b>4. Development Area Densities</b>				
<b>MAX. DENSITY (PER NET ACRE )</b>		<b>LOT COVERAGE</b>		
Site specific <b>densities</b> shall not exceed the <b>density</b> limits established in approved Master Plans and associated text, except as may be modified by an <b>overlay zoning district</b> . Where the approved Master Plans and associated text do not establish a <b>density</b> limit, site specific <b>densities</b> shall not exceed 10,000 GFA per <b>net acre</b> .		Max. <b>Impervious Cover</b> in Areas without Restricted <b>Access</b> and Open to the Public	40% - Residential 65% - Nonresidential	
		Max. <b>Impervious Cover</b> in Areas with Restricted <b>Access</b>	Shall not cause overall <b>impervious cover</b> for the PUD in that PD-1 District to exceed 45%	

**Attachment C**

		Min. <b>Open Space</b> in Areas without Restricted <b>Access</b> and Open to the Public	50% - Residential 25% - Nonresidential				
		Min. <b>Open Space</b> in Areas with Restricted <b>Access</b>	Shall not cause overall <b>open space</b> for the PUD in that PD-1 District to be less than 55%				
		<table border="1"> <tr> <td colspan="2" style="background-color: #008000; color: white; text-align: center;"><b>MAX. BUILDING HEIGHT</b></td> </tr> <tr> <td style="background-color: #008000; color: white; text-align: center;"><b>All <i>Development</i></b></td> <td style="text-align: center;">75 ft</td> </tr> </table>		<b>MAX. BUILDING HEIGHT</b>		<b>All <i>Development</i></b>	75 ft
<b>MAX. BUILDING HEIGHT</b>							
<b>All <i>Development</i></b>	75 ft						
<b>USE AND OTHER DEVELOPMENT STANDARDS</b>							
See Chapter 16-4: Use Standards, Chapter 16-5: Development and Design Standards, and Chapter 16-6: Natural Resource Protection.							
<b>TABLE NOTES:</b>							
P = Permitted by Right; PC = Permitted Subject to Use-Specific Conditions; SE = Allowed as a Special Exception; du = <b><i>dwelling units</i></b> ; sf = square feet; GFA = <b><i>gross floor area</i></b> in square feet; ft = feet; n/a = not applicable							



Shipyard Drive Subject Parcels A & B 2017 Aerial Image  
ZA-000741-2019



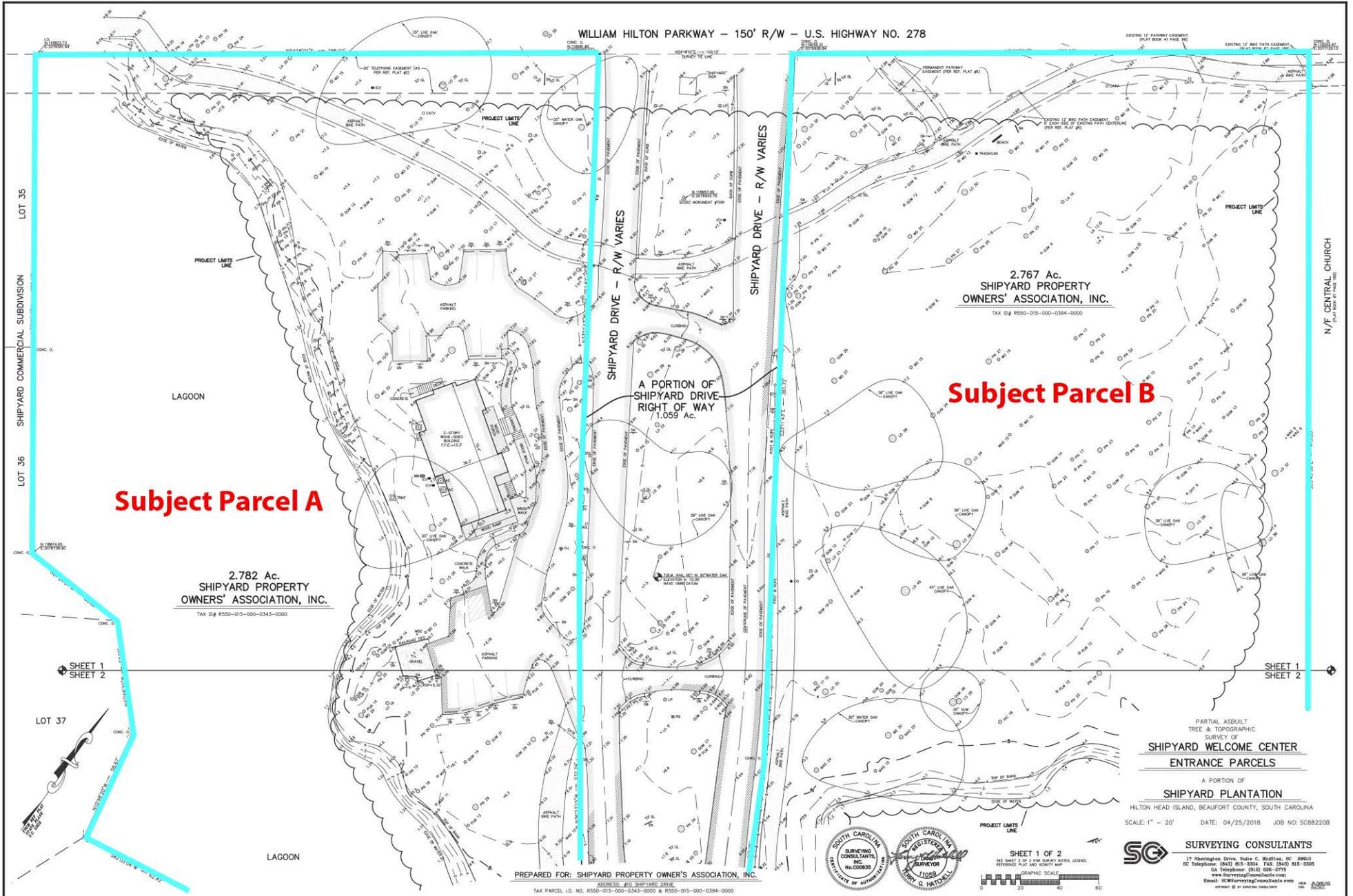


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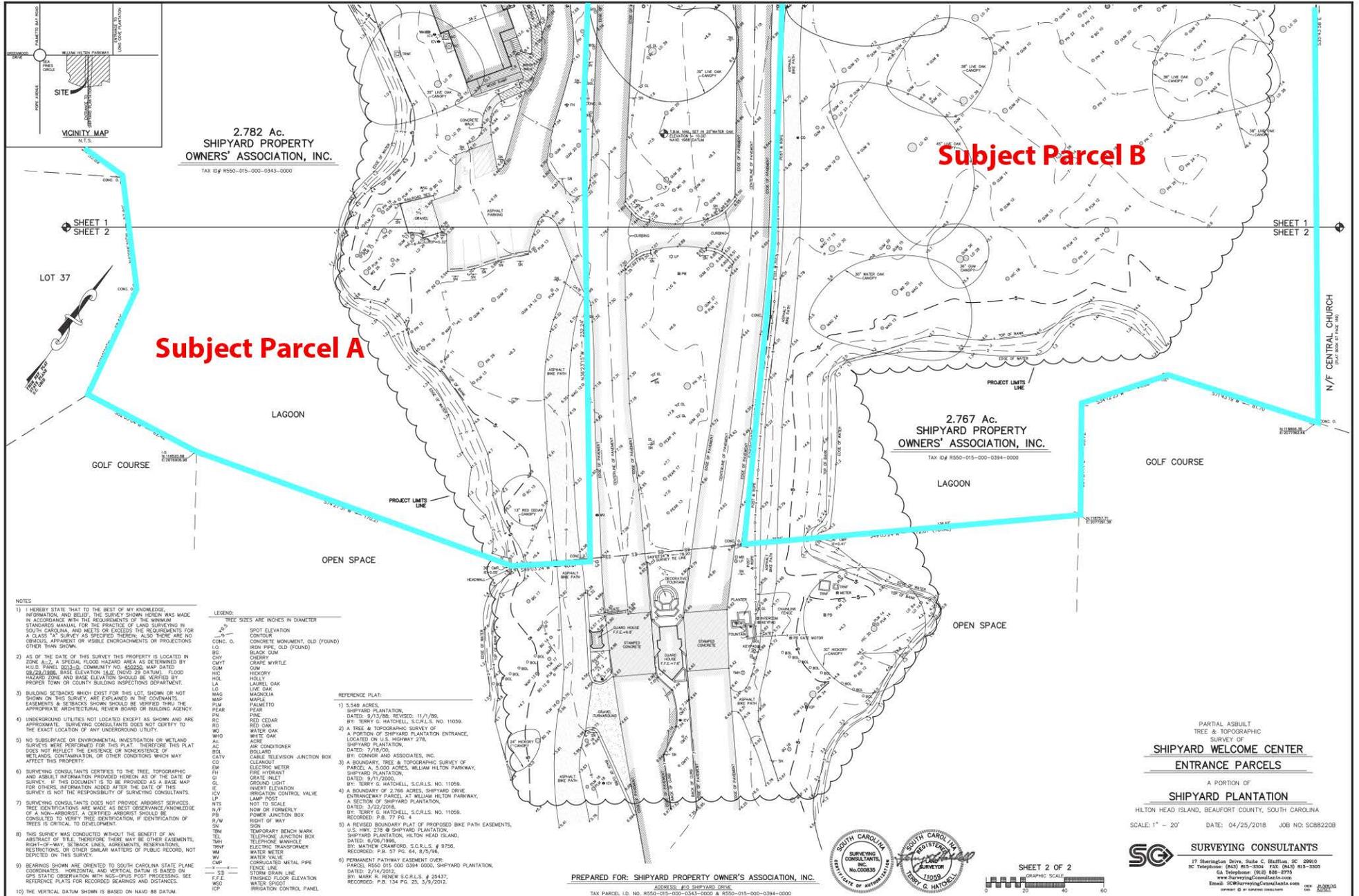
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Attachment E



**Subject Parcel A**

**Subject Parcel B**



Subject Parcel A  
Subject Parcel B

TOWN OF HILTON HEAD ISLAND

— PRELIMINARY PLAN APPROVAL —

This certifies that the Town has found this site plan to be in compliance with the Town Development Ordinance. No development permit will be issued until final town approval has been received.

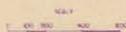
Date of Approval March 26, 1985

Certified by [Signature]

Title South Plan

This approval will expire two years from the above date of approval unless conditions set forth in sections 16-7-743 of the Development Standards Ordinance are met.

SHIPYARD PLANTATION  
HILTON HEAD ISLAND, BEAUFORT COUNTY, S. C.



RELEASED: OCTOBER, 1980  
NOVEMBER, 1982  
APRIL 20, 1984  
MARCH 20, 1985

NOTE: THIS MAP IS PUBLISHED SOLELY FOR THE PURPOSE OF SHOWING AREAS BEING APPROVED BY THE GOVERNMENT AND IS NOT AN ELEMENT OF THE ACQUISITION OF RIGHTS AND SHALL ONLY BE REFERRED TO AS SUCH BY THE GOVERNMENT IN CONNECTION WITH THE ACQUISITION OF RIGHTS.

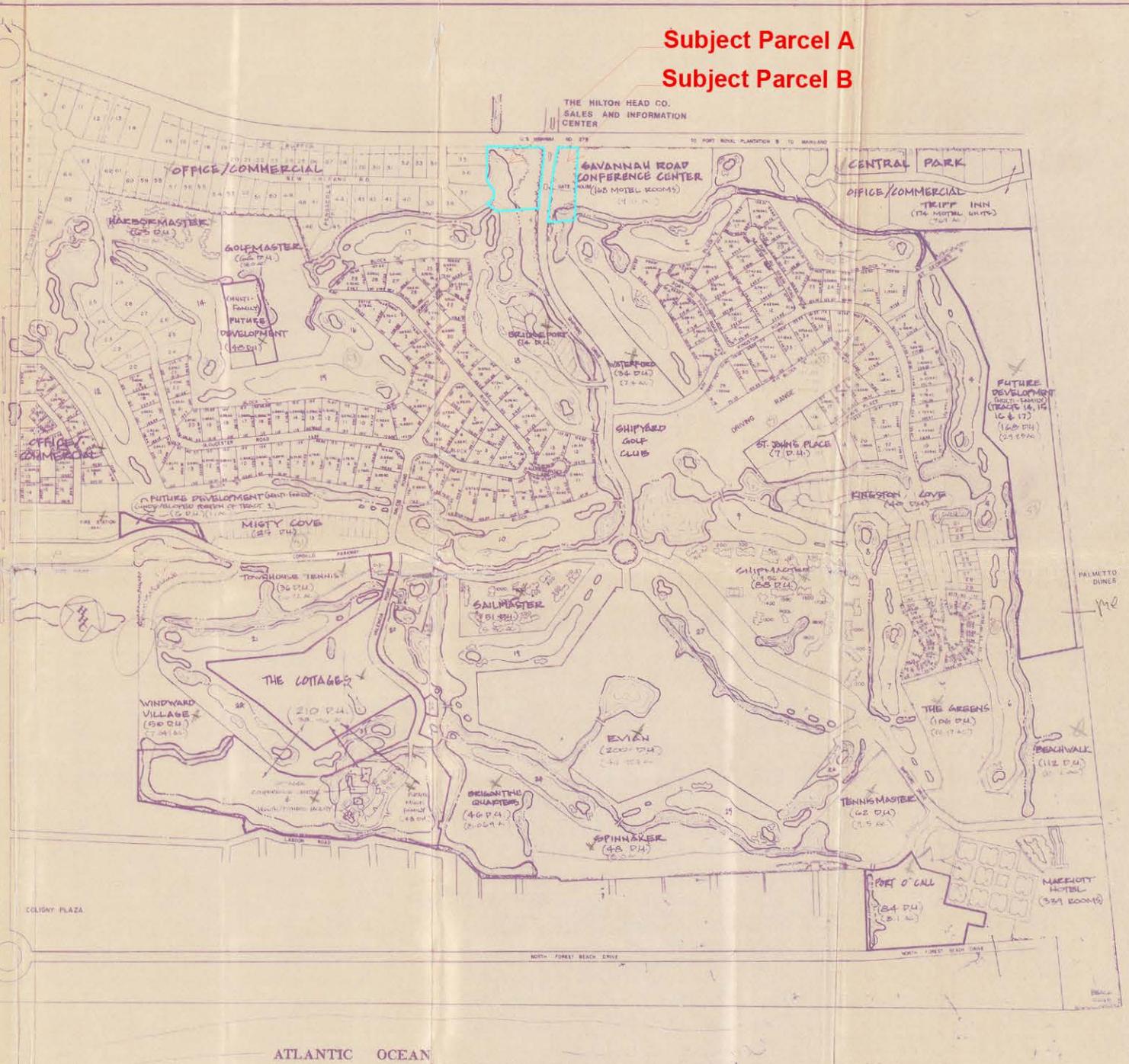
LAND USE & DENSITY DATA

EXISTING (OR HAVING RECEIVED FINAL APPROVAL) DEVELOPMENT

SINGLE FAMILY	
FULL-ACRE LOTS	100
ONE-ACRE LOTS	100
MULTI-FAMILY	
WATERMASTER	28
SWANNECK TOWN VILLAGES	36
GOLDMASTER	41
SHIPMASTER	50
EVIAN	200
THE SEEDING	106
TENNISMASTER	60
BEACHWALK	112
PORT O'CALL	24
SPINNAKER	48
WATERFORD	94
THE COTTAGES	182
GOLDMASTER	64
WINDWARD VILLAGE	50
BELMONTINE QUARTERS	46
HOTEL EQUIVALENT UNITS (89 ROOMS = 10 DU)	
MARSHOTT (394 ROOMS)	197
TRUMP INN (174 ROOMS)	70
GAVANNAH ROAD CONFERENCE CENTER (168 ROOMS)	87
TOTAL EXISTING (OR FINAL APPROVED) RESIDENTIAL	1754 DU
OFFICE/COMMERCIAL (INCLUDES HOTEL & CONF. CENTRE)	76.6A

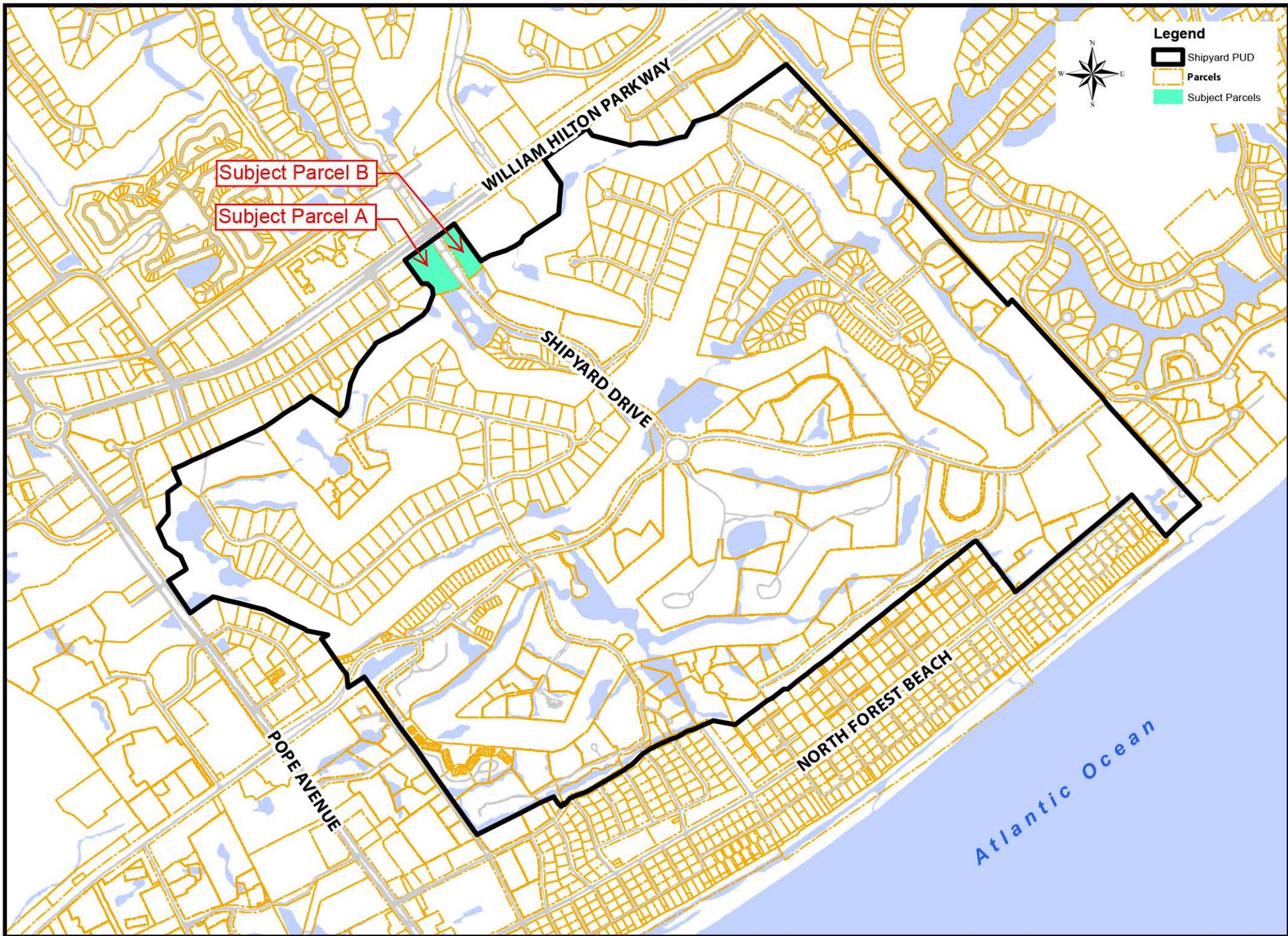
FUTURE DEVELOPMENT

MULTI-FAMILY	
GOLD MASTER	68
THE COTTAGES	48
TRACTS # 15, 16 & 17	100
MIGHTY COVE	24
TOTAL DWELLING UNITS	3074.6A
TOTAL SITE AREA	
8337 AC.	
AREA - SITE DENSITY	243 DU/AC



Shipyard Plantation 1985 Master Plan

ZA-000741-2019



Current Shipyard Plantation PUD Master Plan Area

ZA-000741-2019

**ZONING NARRATIVE**

**REVIEW CRITERIA**

**Project Name:**

**Shipyard Highway 278 Community Entrance Facilities – Zoning Map Amendment**

**Location: 10 Shipyard Drive (Parcels North and South of Shipyard Drive)**

**Parcels: R550-015-000-0343-0000**

**R550-015-000-0394-0000**

**Proposed Zoning Change:**

**Parcel #343 (2.782 Acres, +/- 1.44 AC upland): From “Administrative offices with associated parking for the Shipyard Plantation security offices, Shipyard Plantation Property Owners’ Association and for visitor pass distribution” to “Community Services, Parks and Open Space”, overall building density of 4,000 SF and maximum building height of 45’.**

**Parcel #394 (2.767 Acres, +/- 2.46 AC Upland): From Undesignated Open Space to “Community Services, Parks and Open Space”, overall building density of 10,000 SF and maximum building height of 45’.**

**Project Contacts:**

**Owner’s Representative:**

Todd Theodore

Sr. Principal

Wood + Partners Inc.

P. O. Box 23949

Hilton Head Island, SC 29925

843-681-6618

Sally Warren

General Manager

Shipyard Administration Building

10 Shipyard Drive

Hilton Head Island, SC 29926

843-785-3310

### Narrative:

Shipyard is requesting a Zoning Map Amendment for two parcels of land adjacent to the Shipyard's Highway 278 main entrance. The southern parcel currently includes Shipyard's administration building, security and gate pass operations. The northern parcel is currently a wooded open space. Shipyard was originally developed in the early 70's by the Hilton Head Company and is a sister community to Port Royal. Prior to the Hilton Head Company bankruptcy all community operations and facilities were off site. When Shipyard Property Owners' Association assumed control of the property in 1988, there were not any set aside areas for community services on the property. Based on the original master plan, there were not any feasible common areas within the property and the POA's only opportunity for administration was use of the parcels at the main entrance at Highway #278. As Shipyard has developed through the years, demand on community services has also grown. In 1988, Shipyard built their first onsite administration and security facility on the southern parcel (current location) and expanded the facility by adding a second story to the existing building in 2009. With recent improvements such as Sonesta Resort, Heritage Golf Group's golf club activities, increase in rental properties and other resort improvements, community services has continued to grow beyond the capacity of the current facilities (including traffic and parking demands associated with gate passes, staffing and home owner access).

The southern parcel adjacent to highway 278 is currently zoned with a density of 3,100 sf for Administrative Offices with associated parking for the Shipyard Plantation Security Offices, Shipyard Plantation Property Owners' Association and for visitor pass distribution. The northern parcel is undesignated on the Shipyard PD-1 master plan and is zoned by default as open space. This parcel is currently undeveloped and is partially wooded with a lagoon on the back portion of the parcel. The proposed land use zoning change for the Shipyard PD-1 is to designate both parcels as Community Services, Parks and Open Space, maximum building height of 45', with an overall building density of 4,000 sf on the southern parcel and 10,000 sf on the northern parcel. This zoning map amendment will provide Shipyard the flexibility to address current parking and traffic circulation issues and provide the Community with future flexibility.

### Criteria List:

#### A. Consistency with the Comprehensive Plan:

- The proposed Community Services, Parks and Open Space land use is in accordance with the Town's Comprehensive Plan. The proposed land uses are in support of existing and future needs of the existing Shipyard PD-1 master planned community. Both parcels are adjacent to compatible land uses and can easily be serviced by existing transportation and utility infrastructure. Both parcels are also appropriate to the location by being located adjacent to the main entrance into the Shipyard community and adequately serviced by traffic controlled intersection. In addition, similar community services are provided by the Town located directly across highway 278. The zoning change will allow for

## Attachment H

more diversity and potential future expansion, meeting the sustainable needs of a growing community.

### **B. Compatibility with present zoning and conforming uses of nearby property and with character of the neighborhood:**

- The proposed Community Services, Parks and Open Space land use is compatible with the existing and adjacent property uses and with the character of the neighborhood. Adjacent properties include Shipyard's golf courses, New Orleans Road commercial business park, Central Church, Village at Wexford commercial center and Town of Hilton Head Island's Town Hall facility. The expansion and flexibility of Shipyard's existing community services within these two parcels will maintain the same high quality gateway character and wooded landscape environs that exist to date.

### **C. Is Appropriate for the Land:**

- The proposed Community Services, Parks and Open Space land use will provide much needed relief and future flexibility for Shipyard's existing community services facility without negatively impacting the existing forested tree canopy and landscaped environment. Due to existing trees and an existing lagoon, the current community facility has limited space to grow within the existing southern parcel. The adjacent northern parcel has nearly twice the amount upland acreage, providing convenient adjacent access to the existing facility, allowing plenty of space to work within the forested tree canopy and maintaining Shipyard's natural landscaped entry experience. As an entry gateway to Shipyard, these parcels are best suited for meeting the expansion needs of the community.

### **D. Addresses a demonstrated community need:**

- As a sister community to Port Royal, Shipyard's community services were originally located off-site. As the Shipyard community has grown over the years, increased demand on community services has also grown. After the original developer went bankrupt, Shipyard's POA built a new administration and security office facility in 1988 at the current Highway 278 entrance location (southern parcel). In 2009 the administration building was expanded to include a second story addition. As the community has continued to evolve, increased pressure for parking, traffic circulation and demand on community services has overburdened the existing facilities. The existing community service facility (southern parcel) has limited land due to a bordering lagoon, Highway 278 frontage and the entry parkway corridor. In order to provide more flexibility and maintain convenient access to community services outside the gated entry, rezoning the two parcels fronting Highway 278 (northern and southern) are most suited for meeting the needs of the community.

## **Attachment H**

**E. Is consistent with the overall zoning program as expressed in future plans of the Town:**

- The PD-1 Planned Development Mixed Use District and its overall boundary will remain the same. The proposed Community Services, Parks and Open Space land use zoning change is consistent with the purpose of the PD-1 District, providing for the continuation of development and community services that meet the needs of an evolving master planned community.

**F. Would avoid creating an inappropriately isolated zoning district unrelated to adjacent and surrounding zoning districts:**

- The proposed Community Services, Parks and Open Space land use is appropriate based on being contiguous to existing commercial zoning districts and based on the community services already being provided on the southern parcel.

**G. Would allow the subject property to be put to a reasonably viable economic use:**

- The proposed Community Services, Parks and Open Space land use would allow for current and future expansion needs of Shipyard's community services, including increased staffing, parking and business operations servicing the community.

**H. Would result in development that can be served by available, adequate, and suitable public facilities:**

- Existing road and infrastructure currently serve and are adequate to service the proposed land uses. Any improvements to the parcels are subject to all stormwater, natural resources, corridor overlay district and other development regulations of the Town's LMO, including Shipyard's internal Architectural Review Board.

**I. Is appropriate due to any changed or changing conditions in the affected area:**

- Refer to D. above. This area has been well established for several years and is appropriate with the existing surrounding conditions, including existing infrastructure, existing environs and based on the needs of a growing and sustainable community. There are no known changing conditions adjacent to the parcels.

**ATTACHMENT 'A'**  
**BEAUFORT COUNTY PARCEL MAP**

