



Town of Hilton Head Island  
**COMMUNITY SERVICES AND PUBLIC  
SAFETY COMMITTEE MEETING**  
**Monday, March 28, 2022, 10:00 AM**  
**AGENDA**

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The Community Services & Public Safety Committee meeting will be held in-person at Town Hall in the Benjamin M. Racusin Council Chambers. The meeting can be viewed on the [Town's Public Meetings Facebook Page](#), the [Beaufort County Channel](#) and Spectrum Channel 1304.

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. **Roll Call**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
  - a. Regular Meeting – February 28, 2022
6. **Appearance by Citizens** Citizens who wish to address the Committee concerning agenda items, may do so by contacting the Town Clerk at 843.341.4701, no later than 4:30 p.m., Friday, March 25, 2022. Citizens may also submit written comments concerning any of the items on the agenda through the eComment portal. The eComment portal can be found by following this link: [March 28, 2022 Community Services & Public Safety Meeting Information](#).
7. **New Business**
  - a. Beaufort County Sheriff's Office Quarterly Crime Statistics Update - Major Angela Viens
  - b. Hilton Head Island Fire Rescue 2021 Annual Report - Chief Chris Blankenship
  - c. Consideration of a Resolution from the Planning Commission Recommending Hilton Head Island Town Council and Beaufort County Council Work Together in the Development of a New Long-Term Agreement that will Secure the Landfill and Recycling Needs of Hilton Head Island and Beaufort County
  - d. HUD/CDBG Entitlement Program - 2022 Annual Action Plan Request for Project Approval

- e. Consideration of a Lease of Jointly-Owned Land by Beaufort County and the Town of Hilton Head Island with the Historic Mitchelville Freedom Park

## **8. Adjournment**

**Please note, a quorum of Town Council may result if four (4) or more of their members attend this meeting.**



Town of Hilton Head Island  
**Community Services &  
Public Safety Committee**  
Monday, February 28, 2022 – 10:00 a.m.

## MINUTES

**Present from the Committee:** Bill Harkins, *Chairman*; David Ames; Tom Lennox; Tamara Becker

**Present from Town Staff:** Joshua Gruber, *Deputy Town Manager*; Angie Stone, *Assistant Town Manager*; Jayme Lopko, *Senior Planner*; Krista Wiedmeyer, *Town Clerk*; Karen Knox, *Senior Administrative Assistant*

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### 1. Call to Order

Chairman Harkins called the meeting to order at 10:00 a.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.

Ms. Wiedmeyer confirmed compliance with FOIA.

### 3. Roll Call

Attendance was confirmed.

### 4. Approval of Agenda

### 5. Approval of Minutes

#### a. Regular Meeting – January 24, 2022

Mr. Lennox moved to approve. Mrs. Becker seconded. The Minutes were unanimously approved.

### 6. Appearance by Citizens

There were no requests from citizens to appear before the Committee.

## 7. New Business

- a) Consideration of an Ordinance amending Section 2-5-70 of the Town Code for Hilton Head Island, South Carolina to allow for public comment at a Town Council meeting by any interested party during the appearance by citizens portion of the agenda.**

Josh Gruber stated staff recommends approval of Proposed Ordinance 2022-04, amending Chapter 5 of Title 2 (Meetings of Council and Rules of Procedure), Section 2-7-70 (Appearance by Citizens) to allow any interested party to appear before Town Council. The current language limits public comments to only citizens of the Town of Hilton Head Island. This is not an accurate reflection of the current practices of the Town in allowing any individual to speak so long as they have signed up to do so in advance of the meeting.

Mr. Lennox moved to approve the Ordinance as presented. Mrs. Becker seconded. The Motion carried 4-0.

- b) Joint Ownership and Operating Agreement between the Town and Beaufort County related to the development and operation of Fords Shell Ring property.**

Jayne Lopko stated staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council authorizing the execution of a Joint Ownership and Operating Agreement with Beaufort County related to development and operation of the Fords Shell Ring property. The execution of a Joint Ownership and Operating Agreement will allow for public access to, and interpretation of the Ford Shell Ring property located at 273 Squire Pope Road. After Ms. Lopko's presentation she answered questions posed to her from the Committee.

Mr. Ames stated he would like to exploit every opportunity on this site to make Hilton Head memorable, distinctive and convey to those people who come to the Island and those people who live on the Island why this place is extraordinary. I would encourage Town staff to take the signage and educational materials to a new level.

Mr. Lennox moved to approve as presented. Mrs. Becker seconded. The Motion carried 4-0.

- c) Termination of Easements and Creation of an Access and Utility Easement on Fords Shell Ring property.**

Jayne Lopko stated staff recommends the Community Services and Public Safety Committee forward a recommendation to Town Council authorizing the execution of a Termination of Easements and granting of an Access and Utility Easement on the Fords Shell Ring Property. The Termination of Easements will eliminate the current access easement and the proposed septic tank and drain field area near Skull Creek. After Ms. Lopko's presentation she answered questions posed to her from the Committee.

Mr. Lennox moved to approve as presented. Mrs. Becker seconded. The Motion carried 4-0.

**8. Executive Session**

**a) Discussion of Personnel Matters Related to the Appointments to the Design Review Board [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(1)]**

At 10:34 a.m. Mr. Ames moved to enter Executive Session. Mrs. Becker seconded. The Motion carried 4-0.

**9. Possible actions by the Committee concerning matters discussed in Executive Session.**

**10. Adjournment**

With no action taken, the meeting adjourned at 10:39 a.m.

Submitted by: Karen D. Knox, Secretary

Approved: [Date]

The recording of this meeting can be found on the Town's website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

# Hilton Head Island Fire Rescue 2021 Annual Report



Community Services & Public Safety Committee  
Fire Rescue 2021 Annual Report  
March 28<sup>th</sup>, 2022



# Hilton Head Island Fire Rescue

## 2021 Annual Report

- ✓ 2021 Calendar Year Statistics
- ✓ Accomplishments for 2021
- ✓ Initiatives Underway 2022-2023



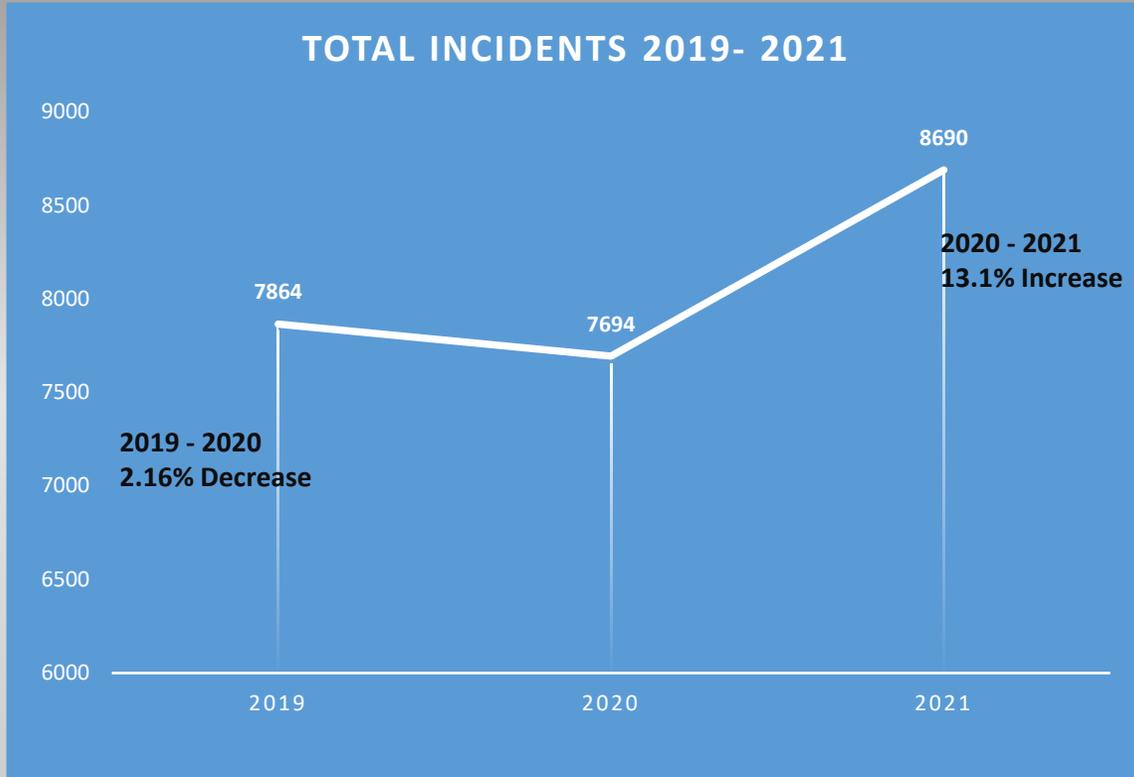
Community Services & Public Safety Committee  
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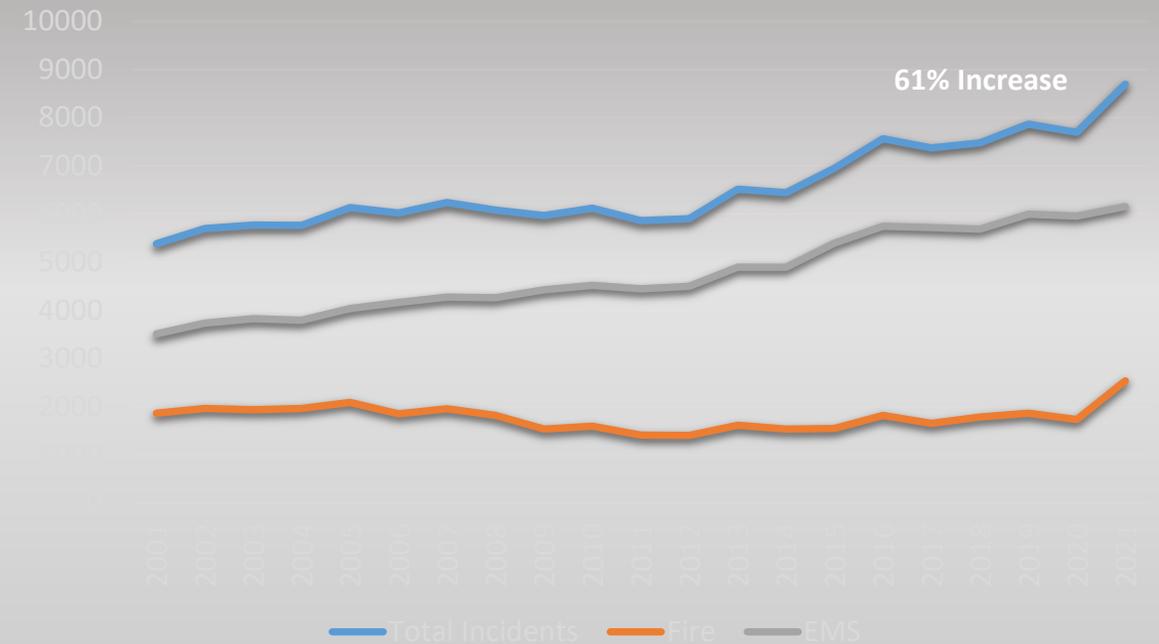
# Hilton Head Island Fire Rescue

## 2021 Annual Report

### TOTAL INCIDENTS 2019- 2021



### 20 Year Incident Count



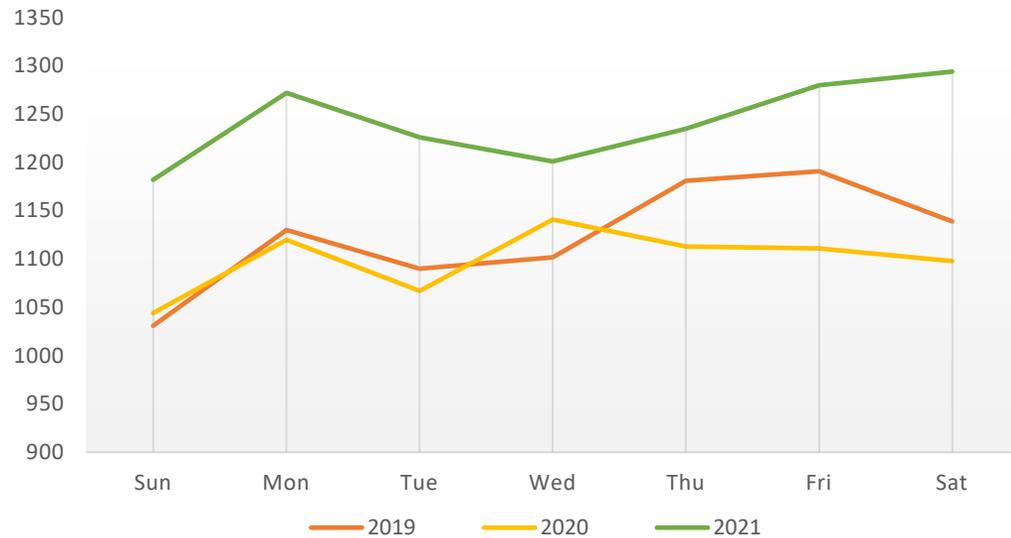
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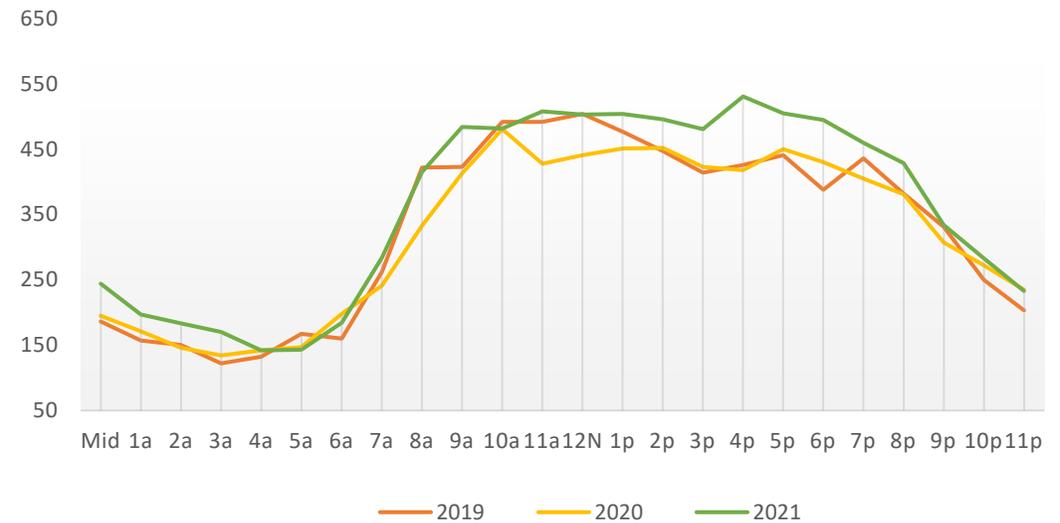
# Hilton Head Island Fire Rescue

## 2021 Annual Report

**Calls for Service 2019 - 2021 by Day of Week**



**Calls for Service by Hour of Day 2019 - 2021**

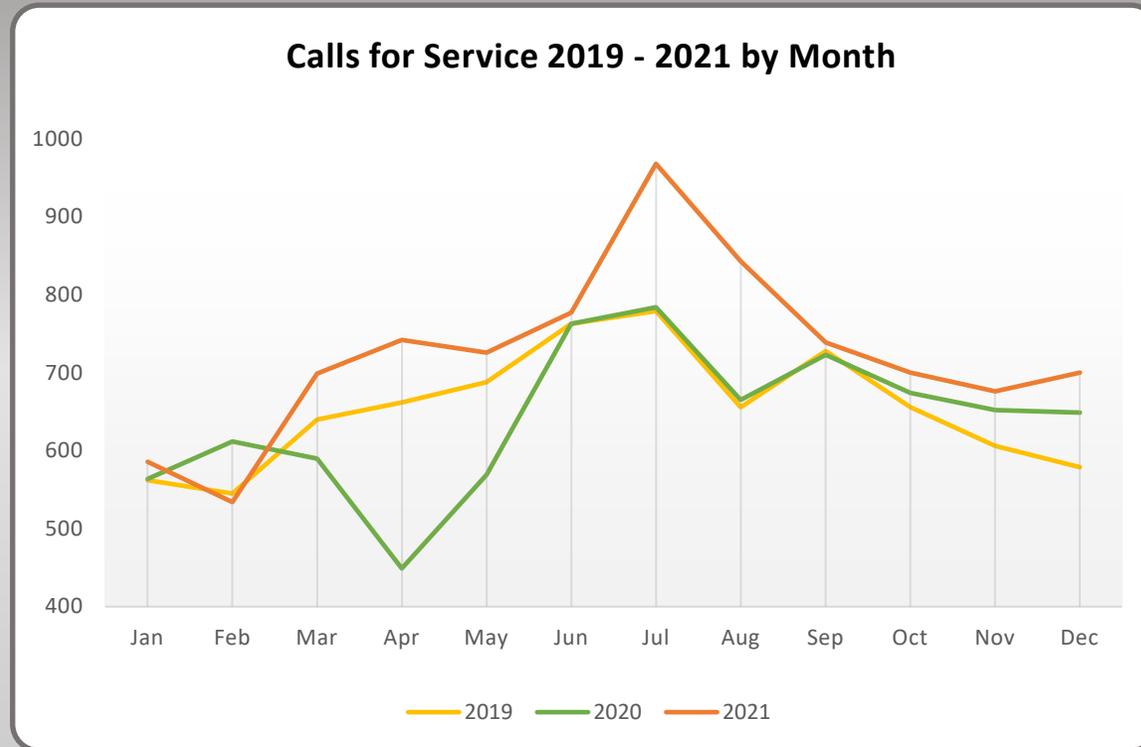


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# Hilton Head Island Fire Rescue

## 2021 Annual Report

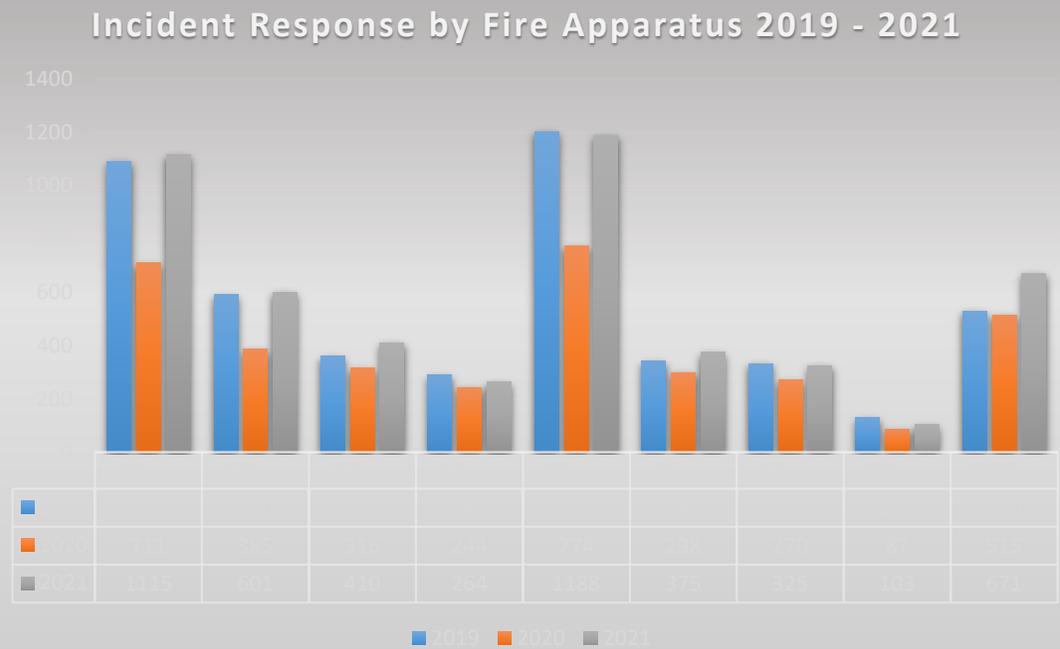
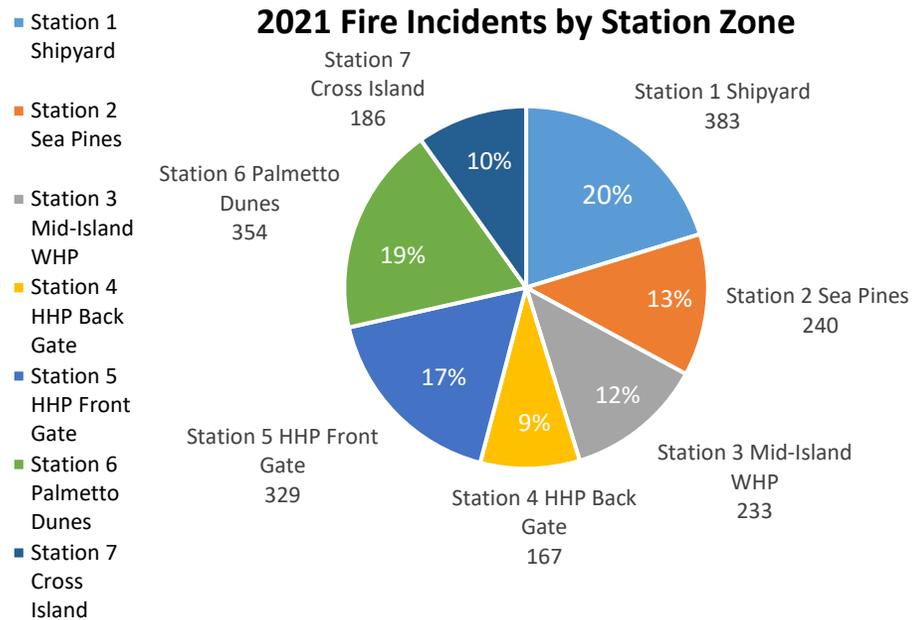


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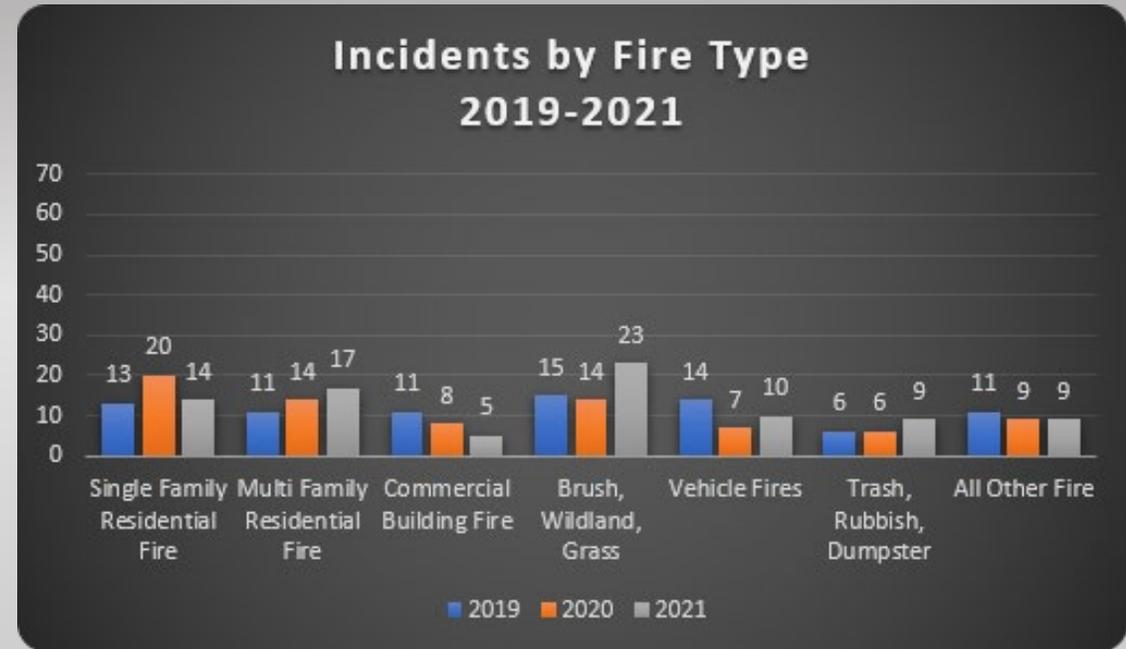
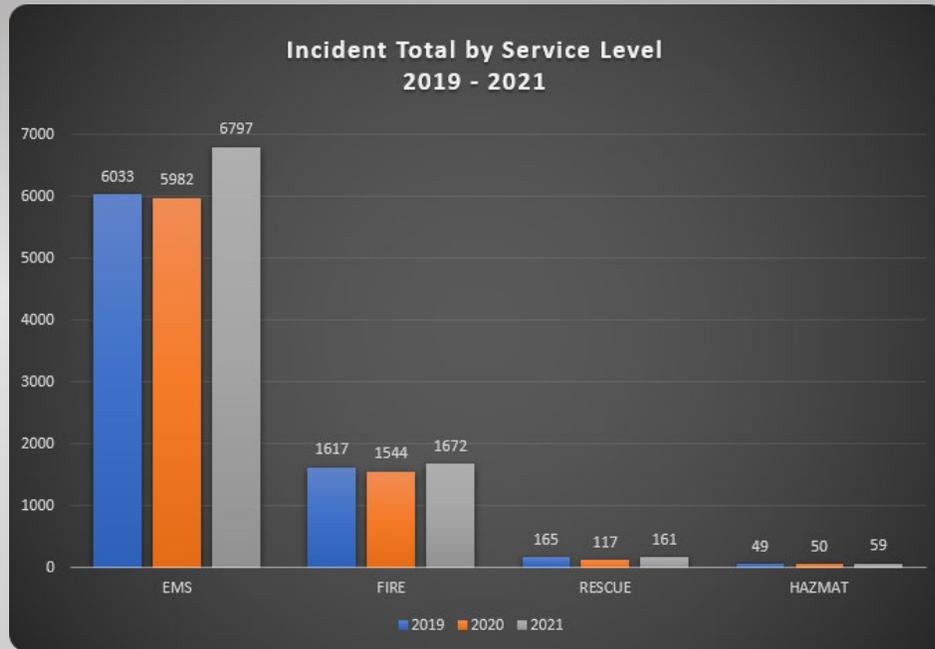
# Hilton Head Island Fire Rescue

## 2021 Annual Report



# Hilton Head Island Fire Rescue

## 2021 Annual Report



Community Services & Public Safety Committee  
 Fire Rescue 2021 Annual Report  
 March 28<sup>th</sup>, 2022



# Hilton Head Island Fire Rescue

## 2021 Annual Report Fire Loss: Jan. – Dec.

Incident Date	Incident Address	Property Use	Cause of Ignition	Fire Spread	Pre-Incident Value	Total Loss Value	Total Saved Value
07/27/2021	7 Legacy Ct	1 or 2 family dwelling	Act of nature	Confined to room of origin	\$491,700.00	\$25,000.00	\$466,700.00
04/30/2021	New Orleans Rd / William Hilton PKWY	Vehicle	Failure of equipment or heat source		\$27,000.00	\$27,000.00	\$0.00
03/13/2021	26 Allen Rd	1 or 2 family dwelling	Unintentional	Confined to building of origin	\$33,525.00	\$33,525.00	\$0.00
09/24/2021	400 William Hilton Parkway Unit 71	Multifamily dwelling	Cause undetermined after investigation	Confined to room of origin	\$97,000.00	\$35,000.00	\$62,000.00
04/06/2021	890 William Hilton Pkwy	Vehicle	Intentional		\$37,500.00	\$37,500.00	\$0.00
04/04/2021	6 Wright Pl	1 or 2 family dwelling	Unintentional	Confined to building of origin	\$46,350.00	\$46,350.00	\$0.00
03/13/2021	18 Oak Marsh Dr	1 or 2 family dwelling	Cause undetermined after investigation	Confined to building of origin	\$253,750.00	\$126,875.00	\$126,875.00
04/04/2021	48 Muddy Creek Rd	Multifamily dwelling	Unintentional	Confined to building of origin	\$210,676.00	\$158,135.00	\$52,541.00
11/26/2021	77 Old Wildhorse Rd	1 or 2 family dwelling	Unintentional	Beyond building of origin	\$259,500.00	\$239,500.00	\$20,000.00
08/26/2021	211 Caesar Place	Multifamily dwelling	Unintentional	Confined to building of origin	\$435,600.00	\$435,600.00	\$0.00



Community Services & Public Safety Committee  
 Fire Rescue 2021 Annual Report  
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# Hilton Head Island Fire Rescue

## 2021 Annual Report - CFAI Reporting – Fire Incidents

Benchmark Time: Gap Analysis:

Alarm Handling  
1:20

Alarm Handling  
< 00:22 sec

Turnout Time  
2:30

Turnout Time  
> 00:26 sec

Travel Time  
5:00

Travel Time  
> 00:26 sec

Total Response Time  
8:50

Total Response Time  
> 00:15 sec

Fire Incidents - 90th Percentile Times - Baseline Performance			2017-2021	2021	2020	2019	2018	2017
Alarm Handling	PSAP -Dispatch 1 <sup>st</sup> dispatch unit	Urban	01:12	00:58	01:29	01:13	01:09	01:14
Turnout Time	Turnout Time 1st Unit	Urban	02:50	02:56	03:08	02:44	02:45	02:38
Travel Time	Travel Time (Enroute>Arriving) Distribution	Urban	05:40	05:26	05:54	05:32	05:41	05:48
Total Response Time	Total Response PSAP>Arriving Distribution	Urban	08:52	09:05	09:13	08:38	08:42	08:43
			N = 7495	N=1352	N=1248	N=1432	N = 1755	N = 1708



Community Services & Public Safety Committee  
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# Hilton Head Island Fire Rescue

## 2021 Annual Report - CFAI Reporting - EMS

Benchmark Time: Gap Analysis:

Alarm Handling  
1:20

Alarm Handling  
< 00:22 sec

Turnout Time  
2:00

Turnout Time  
> 00:32 sec

Travel Time  
5:00

Travel Time  
>00:24 sec

Total Response Time  
8:05

Total Response Time  
> 00:18 sec

(All) EMS – 90th Percentile Times - Baseline Performance			2017-2021	2021	2020	2019	2018	2017
Alarm Handling	PSAP- Dispatch	Urban	01:17	00:58	02:00	01:09	01:08	01:13
Turnout Time	Turnout Time 1st Unit	Urban	02:24	02:32	02:37	02:20	02:14	02:18
Travel Time	Travel Time 1st Unit Distribution	Urban	05:25	5:24	05:45	05:20	05:21	05:19
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	08:14	08:23	09:00	07:59	07:52	07:56
			N=27,979	N=5,982	N=5,525	N 5,580	N=5,394	N=5,498



# Hilton Head Island Fire Rescue

## 2021 Annual Report Open Burning Numbers

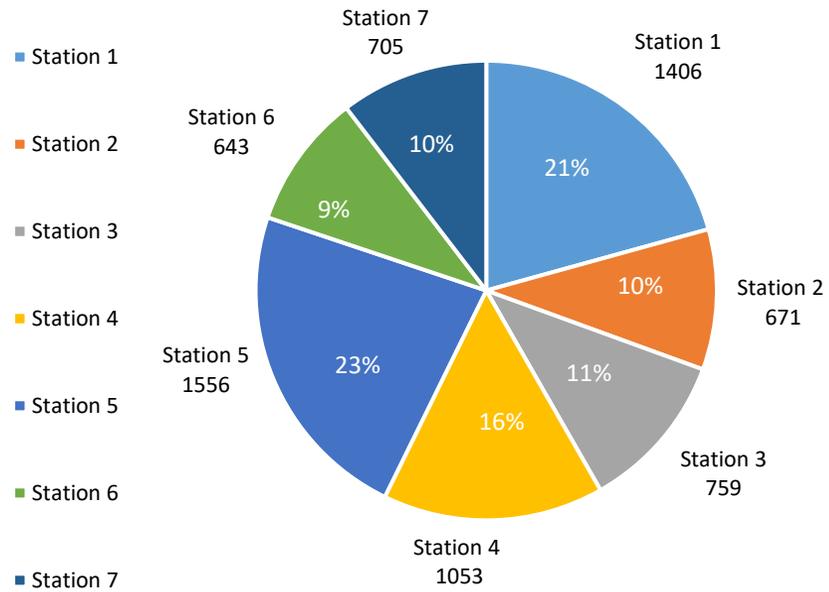
Number of Permits Registered on Approved Dates	Number of Compliance Checks by Fire Rescue Personnel	Total Number of Warnings Issued	Total Number of Citations Issued	Current Number of Active Permits
370	370	20	7	493



# Hilton Head Island Fire Rescue

## 2021 Annual Report EMS

2021 Medical Incidents by Station Zone



Incident Responses by Medic Unit  
2019 - 2021



# Hilton Head Island Fire Rescue 2021 Annual Report- EMS

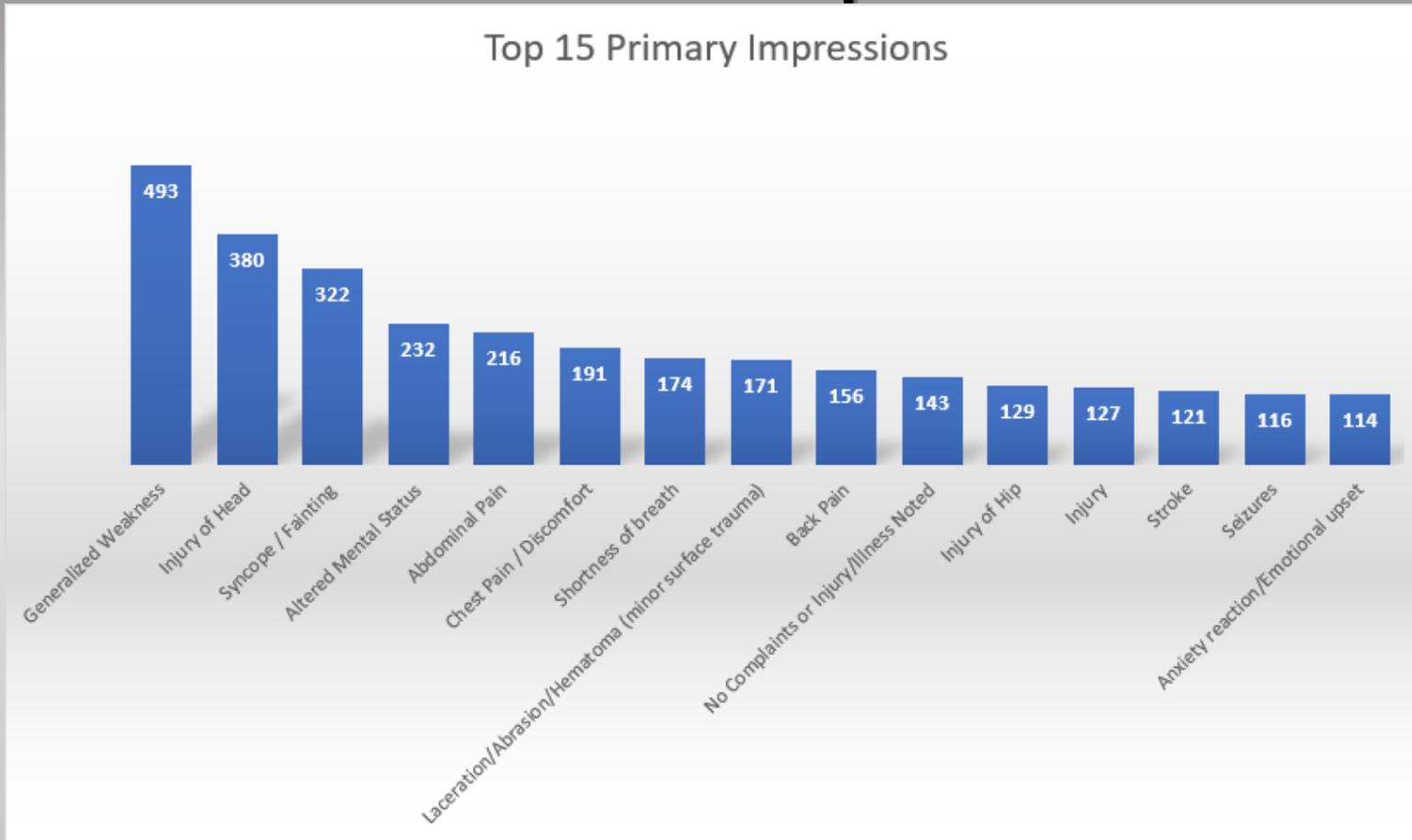
EMS Call Totals By Disposition 2021	Total
Transported No Lights/Siren	4386
Patient Evaluated, No Treatment/Transport Required	439
Patient Treated, Released (AMA)	254
Transported Lights/Siren	335
Patient Refused Evaluation/Care (Without Transport)	259
Patient Dead on Scene - Resuscitation Attempted (Without Transport)	39
Patient Dead on Scene - No Resuscitation Attempted (Without Transport)	48
Patient Treated, Released (per protocol)	88
Patient Treated, Transferred Care to Another EMS Professional	5
Assist, Agency	6
Patient Treated, Transported by Law Enforcement	4
Patient Treated, Transported by Private Vehicle	4
<b>Total</b>	<b>5867</b>



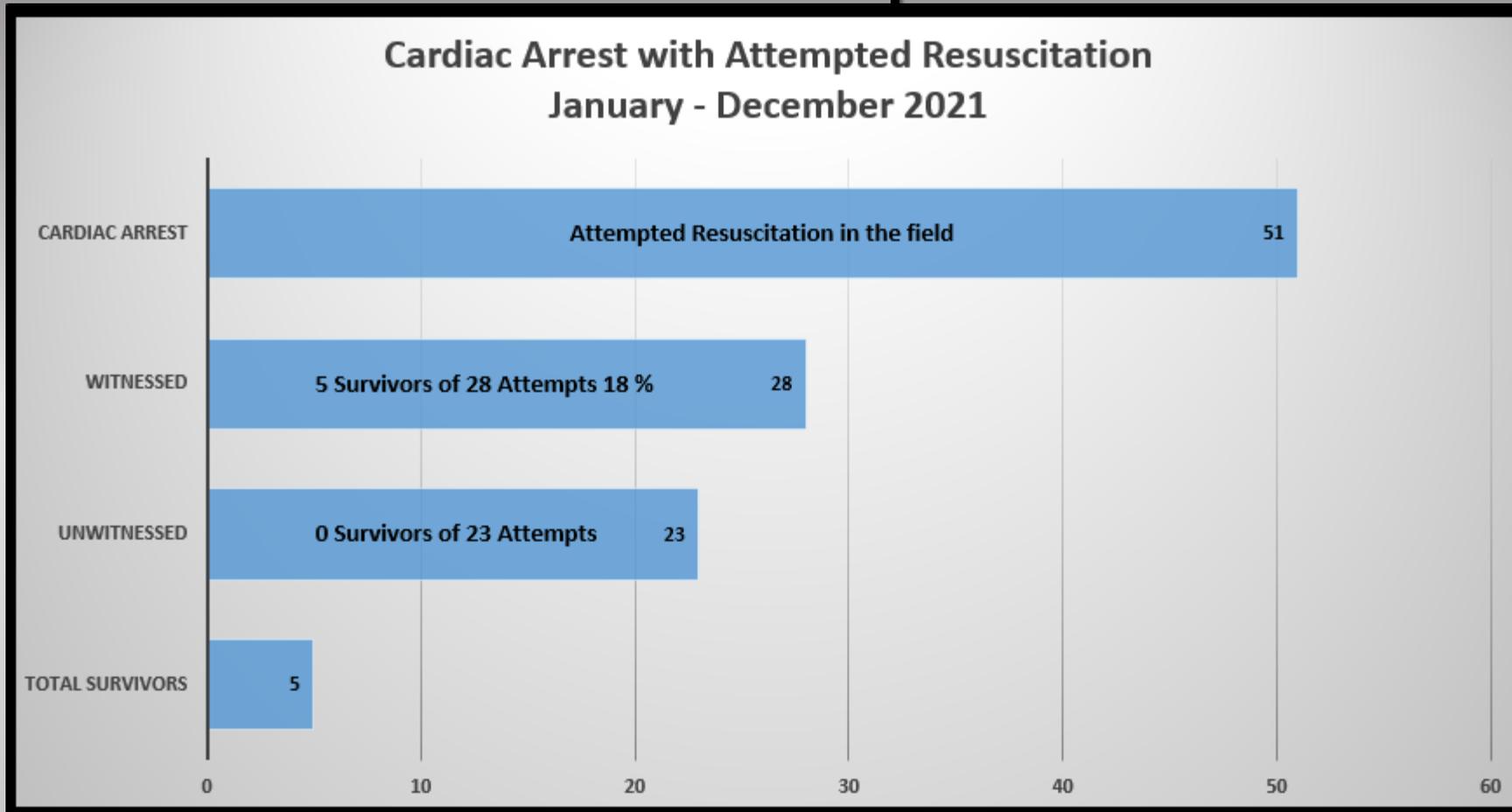
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# Hilton Head Island Fire Rescue 2021 Annual Report- EMS



# Hilton Head Island Fire Rescue 2021 Annual Report- EMS



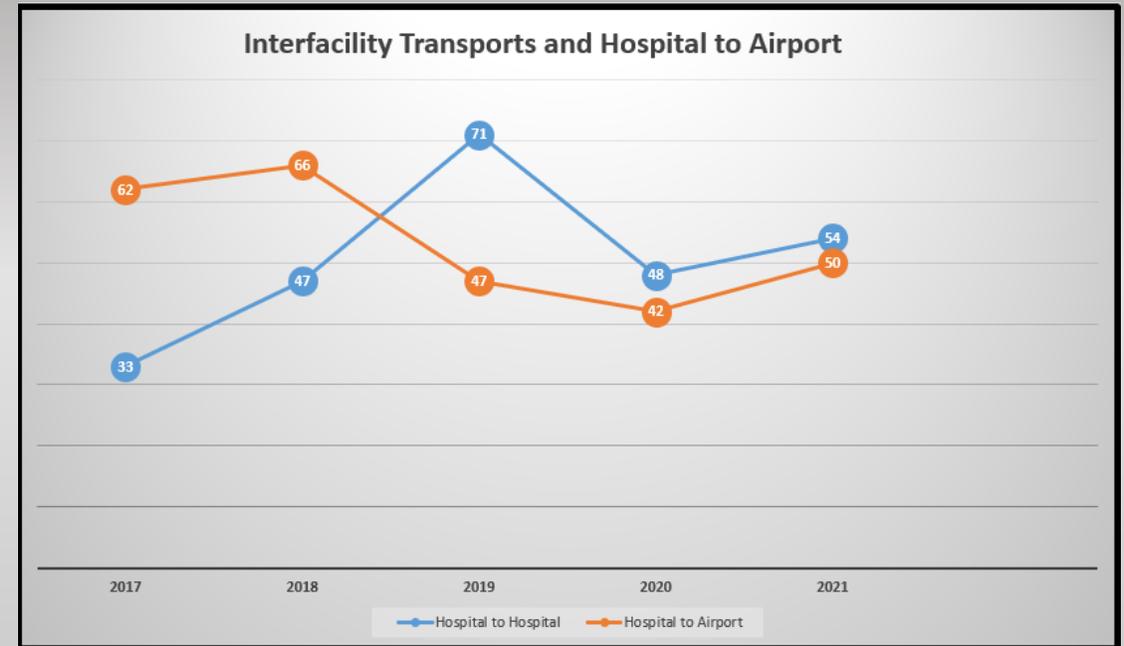
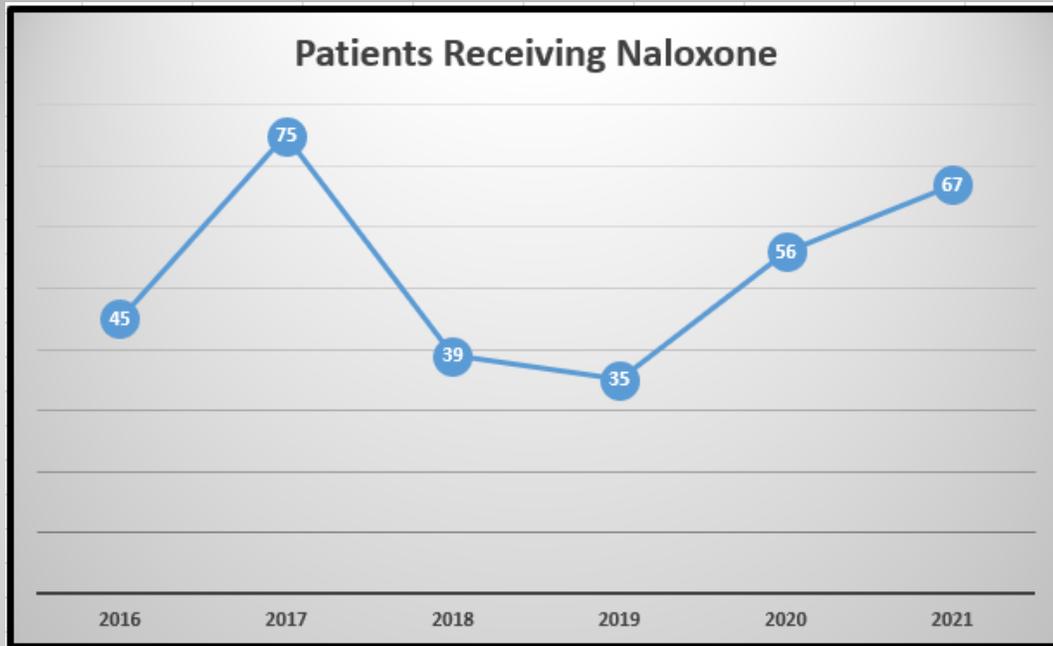
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# Hilton Head Island Fire Rescue

## 2021 Annual Report

### EMS



# Hilton Head Island Fire Rescue

## 2021 Annual Report

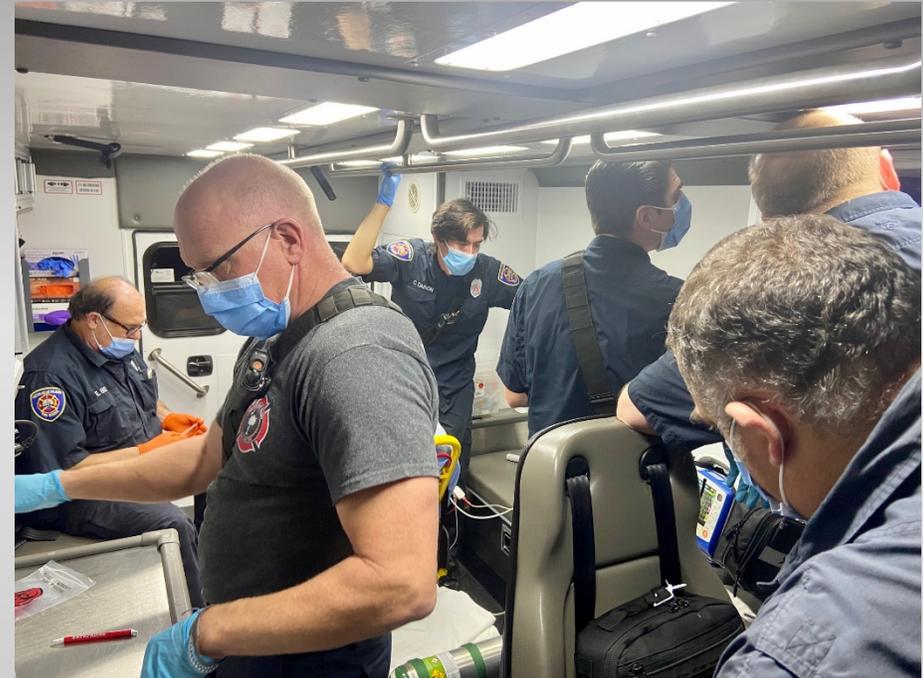
### EMS

- Percentage of patients billed who have a Hilton Head Island billing address:

**65%**

- 2021 EMS Billing Revenue  
**\$1,773,230.78**

Information Provided by EMS MC (Medical Billing Co)



Community Services & Public Safety Committee  
Fire Rescue 2021 Annual Report  
March 28<sup>th</sup>, 2022



# Hilton Head Island Fire Rescue

## Calendar Year 2021 Staffing

### New Hires:

- 17 New Firefighters

### Members Exiting the Department:

- 5 - Retirements
- 17 - Resignations – 10 left to take other jobs in the fire service

4 – Line Positions Currently Vacant

2 – Dispatch Positions Currently Vacant

1 – Fire Inspector Currently Vacant





# Hilton Head Island Fire Rescue

## Fire Rescue Strategic Plan Update

### **Goal #2 – Enhance the professional development of our personnel to meet the needs of our organization and community.**

- Started in December of 2021.
- The group identified and began reviewing the requirements/recommendations for the following programs : Operations, Safety and Professional Development, Technical Rescue, HazMat, Bureau of Fire Prevention, and Emergency Management.
- Anticipated completion date of March 2023.



# Hilton Head Island Fire Rescue

## Fire Rescue Strategic Plan Update

### Goal #3 – Improve the Community Outreach programs to promote our message to the community.

- Completed a town wide survey to determine how people prefer or currently get information regarding the Town and Fire Rescue
- Fire Rescue currently is working with Hospice, First Pres and Deep Well to get smoke alarms into homes and deliver community risk reduction messages.
- Fire Rescue is working with La Isla to publish safety articles that are relevant to the Hispanic community.
- Fire Rescue will implement a standing committee focused on community outreach.



# Hilton Head Island Fire Rescue

## Fire Rescue Strategic Plan Update

### **Goal #4 – Enhance emergency communications through recognized best practices and regulations to meet organizational needs.**

- ESInet was installed on January 12 which provides the citizens on Hilton Head island a more redundant 911 system.
- A station alerting working group was formed to research station alerting systems and the best option for our department moving forward.
- CAD updates and improvements have been ongoing and each have helped to improve the workflow of the dispatchers to provide a more efficient emergency response.



# Hilton Head Island Fire Rescue

## Fire Rescue Strategic Plan Update

### Goal #5 – Improve the quality of EMS care on Hilton Head Island.

- Finalizing new protocols with Med Control Physician.
- Will be kicking off work group for this goal in first quarter FY23.



# Hilton Head Island Fire Rescue

## Fire Rescue Strategic Plan Update

### Goal #6 – Enhance information technology systems to support the mission and improve efficiencies.

- Committee will monitor IT's progress to inventory all assets and assign a timeline to each product. This will allow us to better monitor when items need to be replaced.
- The committee will review budget items each October to assess needs and funding sources for the next fiscal year and determine capital needs.
- Fire Rescue will use the new Learning Management System as a central location. Committee will work to transition technology inventory off other sites and into the LMS.



# Hilton Head Island Fire Rescue 2021 Annual Report *Accomplishments*

- ✓ Moved into Fire Station # 2 – June. 2021(open house this June)

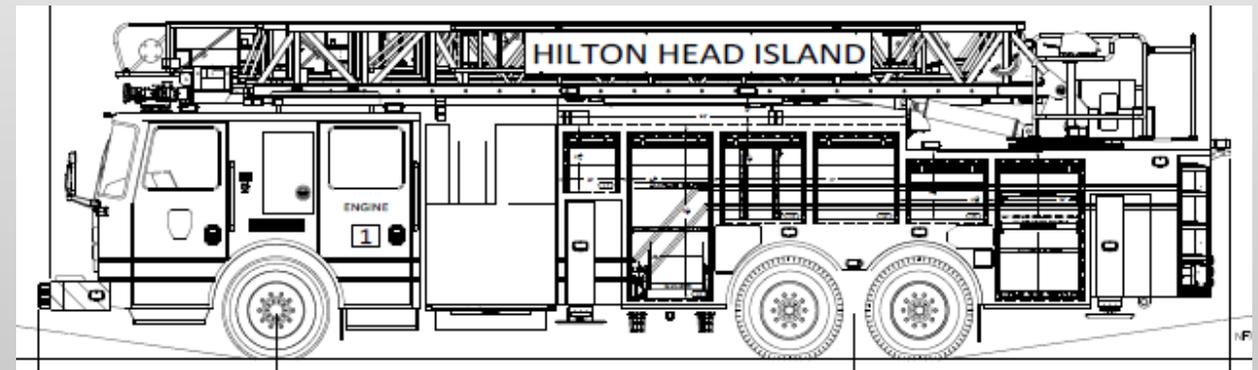
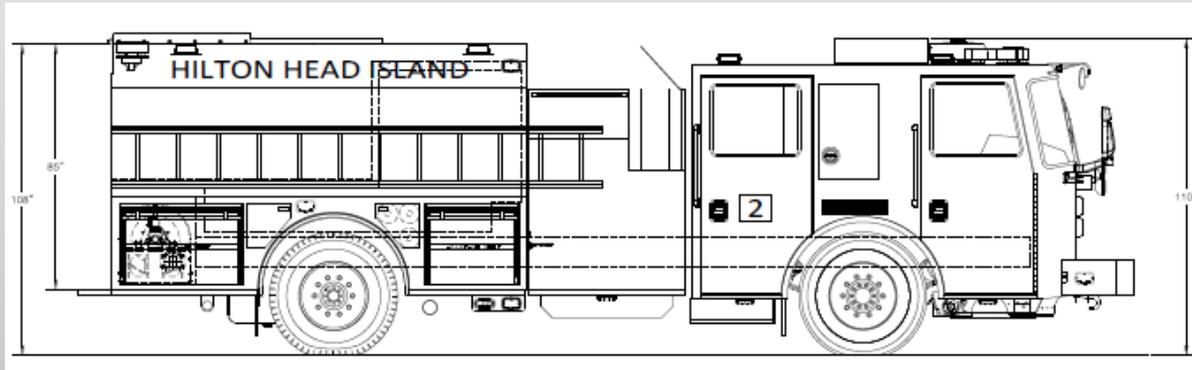


Community Services & Public Safety Committee  
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# Hilton Head Island Fire Rescue 2021 Annual Report *Accomplishments*

- ✓ Completed RFP for Pumper and Fleet Replacement – KME Fire Apparatus Awarded Contract – Construction has begun!!



# Hilton Head Island Fire Rescue

## 2021 Annual Report

### *Accomplishments*

- ✓ Continued to work on Goals outlined in the Strategic Plan
- ✓ Finalized our Standard of Cover/Community Risk Assessment.
- ✓ Completed the Peer Team visit for the CFAI Reaccreditation Process.
- ✓ After the Fire Program Implemented.
- ✓ Complete re-write of the COOP Plan with the addition of a Pandemic Annex



# Hilton Head Island Fire Rescue 2021 Annual Report *Accomplishments*



- ✓ Emergency Mngt. Division coordinated community Covid vaccination and testing events.
- ✓ Implemented a new Records Management System, Learning Management System (Town wide), and Scheduling System.
- ✓ 50-line personnel were recertified at the EMT or Paramedic Level via an online platform developed during Covid.



# Hilton Head Island Fire Rescue 2021 Annual Report *Accomplishments*

## ✓ Santa & Sirens and Christmas Light Display- Station 3



Community Services & Public Safety Committee  
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# Hilton Head Island Fire Rescue

## *2022/23 Fire Rescue Initiatives*

- Rescue-1 Trailer is being replaced. Currently being built.
- Pumper and Quint Fleet build at KME is currently underway.
- On boarding of 10 new paramedics
- Station alerting
- Emergency Management Accreditation
- Creating an Addressing Ordinance
- Continue to monitor Covid
- Add cameras to the medic fleet
- Create a Fire Rescue Social Media/Marketing Plan
- New recruitment and retention initiatives.



# Hilton Head Island Fire Rescue

## Questions for Staff??



Community Services & Public Safety Committee  
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# Hilton Head Island Fire Rescue

Thanks to Town Council for their Support!!



Community Services & Public Safety Committee  
Fire Rescue 2021 Annual Report  
March 28<sup>th</sup>, 2022





# TOWN OF HILTON HEAD ISLAND

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## *Staff Report Memo*

**TO:** Town Council  
**FROM:** Jeff Buckalew, Town Engineer  
**VIA:** Marc Orlando, Town Manager  
**CC:** Josh Gruber, Deputy Town Manager  
Shawn Colin, Assistant Town Manager  
**DATE:** March 18, 2022  
**SUBJECT:** Solid Waste and Recycling – Greater Island Council Resolution

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### **Recommendation:**

The Community Services and Public Safety Committee review and consider recommending to Town Council to endorse a resolution from the Greater Island Council, put forth by the Planning Commission, that the Town and Beaufort County work together in the development of a long-term agreement that will secure the landfill and recycling needs of Hilton Head Island and Beaufort County.

### **Summary:**

The Greater Island Council has presented their resolution on solid waste and recycling to the Planning Commission (Exhibit A) on October 6, 2021. The Planning Commission unanimously voted to recommend Town Council review the resolution (Exhibit B).

### **Background:**

Beaufort County manages the public solid waste and recycling program on Hilton Head Island. The County operates the municipal solid waste citizen drop-off center (solid waste and recycling transfer station) located at 26 Summit Drive under a lease agreement with the Town. The County also has an agreement with Waste Management as the local landfill owner and operator and is actively working to negotiate a new contract that will be served by an expansion of the Hickory Hill landfill.

Related to this item, the Town's Strategic Plan contains an environmental sustainability initiative to identify strengths, weaknesses, opportunities and threats regarding solid waste and recycling on Hilton Head Island. The schedule for this initiative is Summer 2022 through Fall 2023 and Town staff will be working closely with the County on these analyses and engagement efforts. Our Plan 2020-2040 includes a regional waste strategy and cites the Town working towards a zero-waste model by working with Beaufort County to improve recycling rates, examining waste collection options and to create an off-island processing center or MRF (Materials Recycling Facility).

# EXHIBIT A

## Greater Island Council Of Hilton Head Island and Bluffton

### **RESOLUTION RECOMMENDING HILTON HEAD ISLAND TOWN COUNCIL AND BEAUFORT COUNTY COUNCIL WORK TOGETHER IN THE DEVELOPMENT OF A NEW LONG-TERM AGREEMENT THAT WILL SECURE THE LANDFILL AND RECYCLING NEEDS OF HILTON HEAD ISLAND AND BEAUFORT COUNTY.**

**WHEREAS**, Beaufort County Landfill is nearing the end of its lifespan and the current landfill operating agreement with Waste Management disincentivizes recycling; and

**WHEREAS**, the landfill operating contract is terming in 2025. A renegotiation, with an emphasis on recycling, is an opportunity that could promote landfill diversion (recycling) and extend the life of the landfill; and

**WHEREAS**, the 25-year landfill contract between Waste Management and Beaufort County comes up for renewal in 3 years (2025), and these contracts take years to renegotiate, and the closer to the end of the contract the more leverage the landfill operator has due to imminent expiration of the landfill services agreement. By taking a leadership position and acting now, the Town and the County will benefit both economically and environmentally; and

**WHEREAS**, any new contract should meet the following requirements:

- Be open during peak times to meet the needs of the local community.
- Include additional investment into recycling processing, which would increase the ability for recycling operations that may lead to financial advantages.
- Include development of a solid waste transfer station (this would enable Hilton Head to make reasonable, sustainable decisions about the waste and recycling hauling for HHI)
- Beaufort County should take greater control of the landfill and recycling operations to limit exposure to the whims of a corporation, and specifically, seek to develop a more long-term sustainable solution for recycling.

**WHEREAS**, Beaufort County is paying for Landfill disposal fees, but not paying for recycling processing fees, meaning that any robust recycling initiatives needed to reduce the waste, and extending the landfill life cycle, are not being explored. Commercial solid waste producers are required to pay disposal and recycling costs themselves. Exploring new recycling alternatives could be financially advantageous for the Town and Beaufort County.

**NOW, THEREFORE,** The Greater Island Council of Hilton Head Island and Bluffton strongly encourages the Hilton Head Town Council and Beaufort County Council to take a leadership position and work together to begin negotiations with the current landfill operator and any other potential landfill or recycling facility operators, and be proactive in the development of a new long-term agreement that will secure the landfill and recycling needs of Hilton Head Island and Beaufort County.

Ratified by the membership of the Greater Island Council of Hilton Head Island and Bluffton May 6, 2021.

A handwritten signature in blue ink that reads "Jennie Johnson". The signature is written in a cursive style and is positioned above a horizontal line.

Jennie Johnson, Chair

# EXHIBIT B

## TOWN OF HILTON HEAD ISLAND

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

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

www.hiltonheadislandsc.gov

John J. McCann  
Mayor

October 6, 2021

William D. Harkins  
Mayor ProTem

\_\_\_\_\_  
Council Members

Thomas W. Lennox  
David Ames  
Tamara Becker  
Glenn Stanford  
Alexander Brown, Jr.

Mayor John McCann  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928

\_\_\_\_\_  
Marc Orlando  
Town Manager

Re: Greater Island Council Solid Waste Management Resolution

Mayor McCann:

This morning, Tony Wartko with the Greater Island Council's Sustainability Advisory Committee presented a resolution, attached, to the Planning Commission recommending the Town of Hilton Head Island Council and Beaufort County Council work together in the development of a new long-term agreement that will secure the landfill and recycling needs of Hilton Head Island and Beaufort County.

The Planning Commission voted 8-0-0 to recommend Town Council review the resolution at a future meeting.

Thank you for your consideration of this important issue.

Sincerely,

*Mike Scanlon*

Town of Hilton Head Island Planning Commission  
By: Michael Scanlon, Chair

Attachment: Greater Island Council Resolution  
cc: Marc Orlando, ICMA~CM, *Town Manager*



# TOWN OF HILTON HEAD ISLAND

## *Executive Department*

**TO:** Community Services & Public Safety Committee  
**VIA:** Shawn Colin, AICP, *Senior Advisor To The Town Manager*  
**FROM:** Marcy Benson, *Senior Grants Administrator*  
**DATE:** March 7, 2022  
**SUBJECT:** HUD/CDBG Entitlement Program 2022 Annual Action Plan

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### **Recommendation:**

Staff recommends the Community Services & Public Safety Committee (CSPSC) forward a recommendation of approval to Town Council to select Taylor Family Park as the 2022 Community Development Block Grant (CDBG) project for inclusion in the Town's 2022 CDBG Annual Action Plan.

### **Summary:**

Approval of Taylor Family Park as the 2022 CDBG project in the Town's 2022 CDBG Annual Action Plan will allow the 2022 funding allocation, along with \$32,387 of the 2019 funding allocation to be used for this project. The U.S. Department of Housing and Urban Development (HUD) has not issued notification of the 2022 CDBG funding allocation. In previous years the Town's allocation has been approximately \$200,000 and it is anticipated the 2022 allocation will be at a similar level. Using this estimate 2022 CDBG funding may be approximately \$232,387 for the park project.

Approval of the Taylor Family Park project is consistent with the current Five-Year Consolidated Plan and 2019 Annual Action Plan for CDBG funding, as well as several Our Plan goals, strategies, and tactics including Connected – Strategy 4.5 and Tactic 4.5.1; Inclusive – Goal 8 and Strategy 8.5; Priority Investment – Strategy 4.5; and Parks & Recreation – Goal 2, and Strategy 7.2. The CDBG program has been identified in the Our Plan Capital Improvement Program (CIP) section as a funding source for Town CIP projects.

### **Background:**

To meet HUD requirements public input must be solicited during the Annual Action Plan development process. From February 16, 2022 through March 2, 2022 a CDBG survey was posted on the Open Town Hall portal requesting input and comments from the public for funding needs and priorities. A virtual public meeting was conducted on February 24, 2022. No comments were submitted during the virtual public meeting. Three (3) comments were submitted via the Open Town Hall portal. The commenters ranked housing activities as the highest priority followed by public facilities, other real property improvements, and public services receiving the second highest ranking and public improvements receiving the third highest priority. Project suggestions from commenters included installation of smart lights at traffic intersections, affordable housing, transportation system, and affordable childcare.

The CDBG Five Year Consolidated Plan (2020 – 2024) was approved by HUD in July 2020 and amended in October 2020 and January 2021. The Five Year Consolidated Plan describes the planned uses for HUD allocated CDBG funds. Attached is a copy of the five year project table from the most current Town of Hilton Head Island HUD approved Five Year Consolidated Plan. In program year one, based on HUD allowances due to the Covid-19 pandemic, all Town 2020 CDBG funds were allocated to public services and program administration. Five percent of the 2020 CDBG allocation was expended on program administration (\$38,604) and 95% (\$730,833) was distributed to public service organizations servicing low- and moderate-income residents, within the Town, to assist with response and recovery efforts to the COVID-19 pandemic. In program year two the Patterson Park project was selected for funding with 2021 CDBG funds. This project is currently moving through the HUD required environmental review process. In program year three, the project category included the flexibility to select a project for the 2022 Annual Action Plan that could address public facilities & improvements, or housing activities, or economic development, or public services to benefit low- and moderate-income residents.

Based on CDBG program caps, the maximum amount allowed for public services is 15% of the 2022 CDBG allocation and the maximum amount allowed for program administration costs is 20% of the 2022 CDBG allocation.. In past years the administrative costs have accounted for between 2% and 5% of the total CDBG allocation. If administrative costs are less than the allowed 20% cap and public services less than the allowed 15% cap this would allow for the majority of CDBG funds to be used for the Taylor Family Park project.

The draft 2022 Annual Action Plan details two percent, or approximately \$5,000, of the 2022 CDBG funds to be used for program administration and the remaining 2022 funds, and a portion of remaining 2019 funds, to be used for the Taylor Family Park project. In order to meet the May 16, 2022 HUD submittal deadline, the draft 2022 Annual Action Plan was released for the required 30 day public comment period on March 14, 2022. Approval of the final 2022 Annual Action Plan by resolution is scheduled for the May 3, 2022 Town Council meeting.

Attachment: 2020 – 2024 Consolidated Plan Five Year Project Table

**2020 – 2024 Five Year Consolidated Plan Project Table**

<b>#</b>	<b>Program Year</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Estimated Amount</b>	<b>Annual Goals Supported</b>	<b>Target Area</b>	<b>Priority Need Addressed</b>	<b>Goal Outcome Indicator</b>
1	2020	COVID-19 Response and Recovery	Provide grant funding for the purchase of equipment, or supplies, or materials necessary to carry-out response and recovery due to COVID-19.	\$770,401	COVID-19 Response & Recovery	Town-Wide	Non- Housing Community Development – Public Services; and Administration & Planning	Public service activities other than low/moderate-income housing benefit
2	2021	Facilities, Housing, Public Services, Economic Development Year 2	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 2	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit
3	2022	Facilities, Housing, Public Services, Economic Development Year 3	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 3	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit

**2020 – 2024 Five Year Consolidated Plan Project Table**

4	2023	Facilities, Housing, Public Services, Economic Development Year 4	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 4	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit
5	2024	Facilities, Housing, Public Services, Economic Development Year 5	Provide funding for public facilities & improvements, or housing activities or economic development initiative, or public services in LMI neighborhoods or to LMI clientele.	\$238,313	Facilities, Housing, Public Services, Economic Development Year 5	Census Tract 105, 108, 110, 111, or 113	Non- Housing Community Development – Public Improvements; Public Services; Housing Activities; Economic Development; Administration & Planning	Public facility or infrastructure activities other than low/moderate-income housing benefit

EXHIBIT A

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) LONG TERM LEASE

THIS LONG-TERM LEASE (“Lease”) is entered into this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between Beaufort County (“County”), the Town of Hilton Head Island, South Carolina (“Town”), and the Historic Mitchelville Freedom Park, Inc., a non-profit South Carolina Corporation (“Lessee”). The County and the Town hereinafter collectively referred to as the “Lessor”. The County, Town, and Lessee hereinafter collectively referred to as the “Parties”.

WHEREAS, Lessor acquired the 4.07 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit B attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Parties wish to enter into this Lease, which details the responsibilities of the parties, as well as, the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Lessors have approved the Lessee’s “Landscape and Interpretive Master Plan” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, where the Parties hereto agree as follows:

ARTICLE 1: TERM and RENT

1.1. **Term of Lease and Renewal.** The initial term of this Lease shall be for a period of forty-five (45) years, commencing on the Effective Date. Unless terminated sooner pursuant to the terms hereof, at the end of Initial Lease Term, this Lease shall automatically renew for successive periods of twenty-five (25) years (hereinafter, each a “Renewal Lease Term”) provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, or unless either Party hereto shall give the other a Notice of Termination, as set forth in Section 7.3 herein below.

1.2. **Rent.** Lessee shall pay to the Town Rent in the sum of One (\$1.00) Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

ARTICLE 2: ACCEPTANCE and USE OF LEASED PREMISES

2.1. **Property “As Is”.** Lessee represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Lessor as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Lessor have any liability to Lessee for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Lessee accepts

## EXHIBIT A

this limitation on the Lessor's liability and acknowledges that this limitation of the Lessor's liability is a material term of this Lease without which the Lessor would not have entered into this Lease.

2.2. **The Property to Continue as a Public Park.** Lessee acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Lessee acknowledges and accepts that the Property shall at all times of normal daily operations remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved until such time that the public park and its amenities including water access are relocated.

- a. *Certain Restrictions Permitted.* Lessee shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Lessee.
- b. *Events Permitted.* Lessee is permitted to hold events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Lessee to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

2.3. **Permitted Use.** Lessee may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Beaufort County Council and Hilton Head Island Town Council.

### ARTICLE 3: OBLIGATIONS AND RESPONSIBILITIES

3.1. **Lessee Obligations and Responsibilities.** The Lessee shall adhere to the terms and conditions set forth in this Article at all times during any term of this Lease. Failure to adhere to the terms and conditions may result in termination of this Lease.

- a. ***Compliance with Laws, Restrictive Covenants, and Local Ordinances.*** Lessee shall comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Lessee's use. Lessee shall maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
  - i. *Determination of Policies and Compliance with Permitted Use.* Lessee is solely responsible to determine and carry out policies relating to primary and ancillary activities and services offered by Lessee, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property. In general, to act in accordance with the Permitted Use.
- b. ***Utilities and Other Services.*** Lessee shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Lessee. Lessee shall be solely responsible

## EXHIBIT A

for the payment of any and all *ad valorem* real property taxes, including but not limited, to stormwater utility fees, or any other fees and taxes associated with the Property.

The Lessor shall not be required to furnish, and has no obligation to furnish, to Lessee any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

c. ***Maintenance of Property.***

- i. *Expenses.* Lessee shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.
- ii. *Maintenance and Improvements.* In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease.
- iii. *Storage of Hazardous Substances and Waste Prohibited.* Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Lessee shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Lessee shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Lessee.

Lessee shall refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance.

- iv. *Waste Dumping or Disposal.* Lessee shall refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance. Lessee shall refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property.
- d. ***General Management.*** Lessee shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the

## EXHIBIT A

term of this Lease. Without limiting the generality of the foregoing, Lessee shall have the following rights and duties with respect to the use, management, and operation of the Property:

- i. *Financing.* To have, in its sole discretion, the right to obtain financing utilizing as collateral any personal property that Lessee has or may acquire. Lessee shall obtain written authorization from both the County and Town prior to using any permanent building or fixtures as collateral for obtaining financing.
  - ii. *Improvement of Property.* To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Lessee. All required authorization, permitting, and local procedures shall be followed during any improvement of the Property.
- e. *Financial Statements.* Any and all documents required in this Section shall be submitted to the Town, and shall be made available to the County upon request. Upon request of the Town, Lessee shall make its financial books and records available to the Town for Review. Upon receipt of a written request from the Lessor, Lessee shall have thirty (30) days to provide the requested financial books and records.

### ARTICLE 4: IMPROVEMENTS and CONSTRUCTION

4.1. **Master Plan.** The Lessee shall only build, erect, or construct improvements on the Property as provided for in the approved *Landscape and Interpretive Master Plan* dated February 2020, attached hereto and incorporated by reference in Exhibit C (“Master Plan”).

- a. *Amendments to Master Plan.* Any amendment to the Master Plan shall receive the required review and approval from the Beaufort County Council and Hilton Head Island Town Council. In addition to the aforementioned approval, any result of an amendment to the Master Plan shall be subject to all restrictive covenants, and all State, Federal or local statutes, ordinances or regulations.

4.2. **Improvements to Property.** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Lessee shall have the right to make such improvements as approved in the Master Plan, at the sole cost and expense of Lessee.

4.3. **Permits and Required Approvals.** It shall be the sole responsibility of Lessee to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Lessee’s occupation and use of the Property.

The Master Plan and any amendments shall, in addition to any other required approval, be subject to all applicable provisions of the Land Management Ordinance of the Town, any applicable State, Federal or local statutes, ordinances or regulations. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.

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4.4. **Mechanic's or Other Liens Prohibited.** Lessee shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Lessee. If any such lien is filed, Lessee shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the County and Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

### ARTICLE 5: INTEREST IN STRUCTURES, FIXTURES, and IMPROVEMENTS

5.1. **Permanent Structures, Fixtures, and Improvements.** Any structure, fixture, or improvement that Lessee builds, erects, or constructs on the Property that is affixed in a permanent manner shall be deemed as part of the Property. Following a termination of this Lease the aforementioned structure, fixture, or improvement shall remain on the Property and shall become part of the Property owned by the Lessor.

5.2. **Non-Permanent Structures, Fixtures, and Improvements.** Lessor waives any right, title, or interest in any and all equipment, displays, furniture, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Lessee; and, said property shall, at all times, remain the property of Lessee, such entity that has loaned the property to Lessee, or such entity that has leased the property the Lessee. The Lessor further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Lessee.

5.3. **Interest in Property.** Other than the leasehold interest established by this Lease, Lessee shall have no interest in the Property.

### ARTICLE 6: INSURANCE

6.1. **Required Liability Insurance.** During any term of this Lease, Lessee shall maintain in full force and effect a comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Lessee with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions set forth in this Lease. The County and Town shall be named as an additional insured on this policy or these policies.

6.2. **Required Property Insurance.** During any term of this Lease, Lessee shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The County and Town shall be named as an additional insured on this policy or these policies.

6.3. **Failure to Obtain Insurance.** If Lessee fails to procure or maintain any insurance required by this Article, or fails to carry insurance required by law or governmental regulations, then the Lessor shall provide a written notice to Lessee. Failure to procure insurance within ten (10) days shall be deemed a default, and the Lessor may take any and all necessary steps available to establish insurance on the property, or may proceed with any and all rights provided under Article 7 of this Lease.

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### ARTICLE 7: DEFAULT, TERMINATION, and ABANDONMENT

7.1. **Default.** The Lessee is deemed in Default if there is a failure to adhere to any of the terms or conditions set forth in this Lease. The Lessor shall provide written notice to the Lessee of the Default and allow for a time to cure. Unless otherwise provided for in this Lease, the time to cure shall be one hundred twenty (120) days. In addition to other events provided for in this Lease, the following shall also be deemed Events of Default:

- a. **Failure to Observe Requirements.** The failure of Lessee to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- b. **Dissolution of Lessee.** The dissolution, termination, or liquidation of Lessee, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Lessee or against Lessee, or any change in the tax-exempt, not-for-profit status of Lessee.
- c. **Abandonment of the Property.** The abandonment of the Property by Lessee, or the discontinuance of operations at the Property by Lessee.
- d. **Use Inconsistent with the Permitted Use.** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Lessor.
- e. **Failure to Pay Amounts Due:** The failure to pay any sum due to the Lessor, or failure to pay any sums of money required under any provision of this Lease.

7.2. **Remedies of Default.** Whenever any Event of Default described in this Article shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Lessor is the non-defaulting party, it may give notice to Lessee to vacate the Property, and may thereafter evict Lessee from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Lessor of its rights under this Lease cause Lessee to be relieved of any of its obligations set forth in this Lease.

7.3. **Termination.**

- a. **Non-renewal of Lease.** At the end of the initial term or at the end of any renewal, either Party hereto shall give the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Termination Date.
- b. **Termination Due to Default.** This Lease may be terminated upon the occurrence of any Event of Default as set forth in this Lease and as provided by the law governing governmental subdivisions and the length of contracts they may enter into.
- c. **Delivery After Termination.** Tenant agrees to quit and deliver the Property peaceably and quietly to Lessor, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease.

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- d. **Following Abandonment of Property.** If Lessor's right of entry is exercised following abandonment of the Property by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Property to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

ARTICLE 8: MISCELLANEOUS

8.1. **National Park Service Designation.** The Parties acknowledge and agree that the Lessor may seek and apply for the Property and/or Lessee’s use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

8.2. **No Agency.** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Lessor and Lessee other than that which is expressly stated herein. No employee, volunteer, or agent of Lessee shall be considered an employee or agent of the Lessor for any purpose whatsoever and none shall have any status, right or benefit of employment with Lessor.

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

8.4. **Assignment and Subletting of Property.** Lessee shall not assign this Lease, nor sublet this Lease, nor grant any concession or license to use the Property without written consent from both the County and Town. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of both the County and Town shall be void and shall at the Lessor’s option, terminate this Lease immediately.

8.5. **Notices.** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928	With Copy to:	Town of Hilton Head Island Attn: Legal Department One Town Center Court Hilton Head Island, SC 29928
To the County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901	With Copy to:	Beaufort County Attn: Legal Department P.O. Box 1228 Beaufort, SC 29901

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To Mitchelville:	Historic Mitchelville Freedom Park, Inc. Attn: Executive Director P.O. Box 21758 Hilton Head Island, SC 29925	With Copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028
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8.6. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold the Lessor harmless from any claims for loss, damage, or liability, including reasonable attorney's fees and costs incurred by the Lessor in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Lessee and Lessee's operation thereon, or arising from any act or omission of Lessee with respect to the exercise of Lessee's rights hereunder; provided, however, in no event will Lessee indemnify or hold harmless the Lessor for acts or omissions of the Lessor or its employees or agents.

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

8.8. **Binding Effect and Entire Agreement.** The Parties agree that this Lease sets forth the entire agreement between the Parties. This Agreement is binding upon and inures solely to the benefit of the Parties hereto.

8.9. **Amendment, Changes, and Modifications.** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of the Parties.

8.10. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

8.11. **Waivers.** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.12. **No Remedy Exclusive.** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

8.13. **Application of Laws and Other Matters.** This Lease is accepted by Lessee subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future. In addition to the foregoing, Lessee shall at all times comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation does not unreasonably interfere with Lessee's use and enjoyment of the Property.

8.14. **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

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8.15. **Quiet Enjoyment.** The Lessor hereby covenants that Lessee shall, during any Lease term, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Lessor shall not interfere with the quiet use and enjoyment of the Property by Lessee during the Lease Term, so long as the Lessee adheres to the terms and conditions set forth in this Lease.

8.16. **Time is of the Essence.** Time is of the essence of this Lease.

8.17. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

**IN WITNESS THEREOF**, the Parties hereto have executed this Lease the day and year first above written.

**LESSOR, Beaufort County:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Eric Greenway  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**LESSOR, Town of Hilton Head Island:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John McCann  
*Town of Hilton Head Island Mayor*

\_\_\_\_\_  
Witness

**LESSEE, Historic Mitchelville Freedom Park, Inc.:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shirley Peterson  
*President of Historic Mitchelville Freedom Park, Inc.*

\_\_\_\_\_  
Witness



# Town of Hilton Head Island Beach City Road Parcels Lease

Community Services & Public Safety Committee

March 28, 2022



# Agenda

- ▶ Recommendation
- ▶ Summary
- ▶ Master Plan & Proposed Lease
- ▶ Location of Four Parcels & Current Conditions
- ▶ Location of Four Parcels on Master Plan
- ▶ Proposed Lease Terms
- ▶ Next Steps



## Recommendation

That the Community Services and Public Safety Committee review the request from Historic Mitchelville Freedom Park, Inc. (Mitchelville) to lease four (4) parcels, located on Beach City Road, jointly owned by the Town and Beaufort County and consider forwarding a recommendation to Town Council authorizing the execution of a lease between the Town, Beaufort County, and Mitchelville.



# Summary

- ▶ Execution of this lease will allow Mitchelville to utilize four additional parcels consistent with their approved Master Plan.
- ▶ Mitchelville intends to create a cultural and historical museum that will preserve the area as a heritage and education destination for residents and visitors, consistent with Our Plan Inclusive Strategy 2.8.
- ▶ Additionally, approval of this lease will allow Mitchelville to begin archaeological work on these properties as a first step towards execution of the approved master plan.

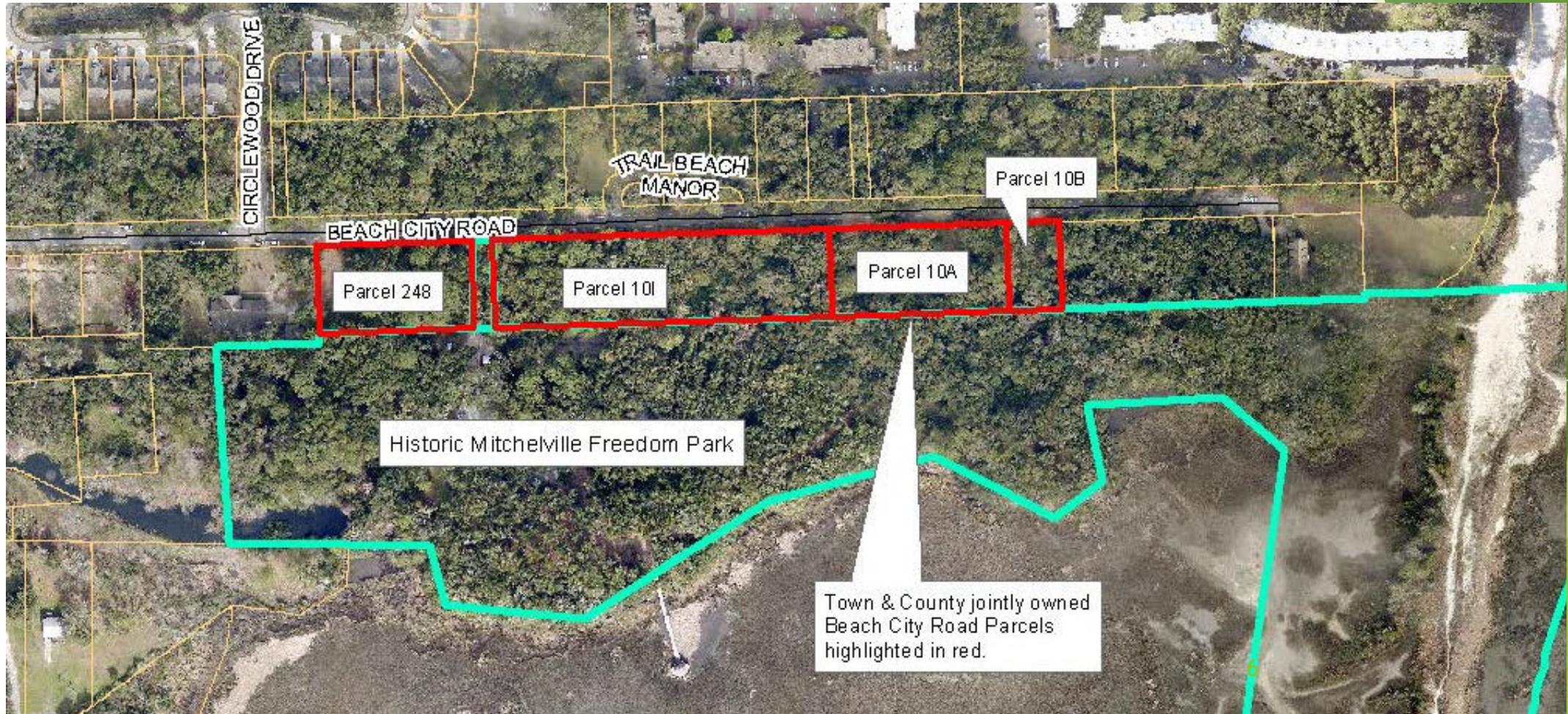


# Master Plan & Proposed Lease

- ▶ Town Council approved Historic Mitchelville Master Plan in August of 2020
- ▶ Master Plan included parcels that are not currently leased to Mitchelville
- ▶ Additional parcels are needed to develop Park as shown on Master Plan
- ▶ County Council approved draft lease for Town and County jointly owned parcels on May 10, 2021



# Location of Four Parcels & Current Conditions





# Location of Four Parcels on Master Plan





# Proposed Lease Terms

- ▶ Drafted to match existing lease
- ▶ 45-year term with option to renew for 25 years
- ▶ Mitchelville responsible for all financial obligations related to development and maintenance of these properties
- ▶ Any development must be in compliance with approved Master Plan



## Next Steps

- ▶ Community Services and Public Safety Committee review and recommendation on March 28, 2022
- ▶ If approved, item will be brought forward for consideration to Town Council as early as April 19, 2022

*If Approved by both the Town and County:*

- ▶ Execution and recording of Long-Term Lease with Historic Mitchelville Freedom Park, Inc



# Town of Hilton Head Island Beach City Road Parcels Lease

Community Services & Public Safety Committee

March 28, 2022

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE REGARDING FOUR (4) PARCELS, LOCATED ALONG BEACH CITY ROAD, TO HISTORIC MITCHELVILLE FREEDOM PARK, INC., RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND AND BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina (“Town”) and Beaufort County (“County”), jointly own one or more parcels of real property along Beach City Road; and

**WHEREAS**, the Town has determined that it is in the best interests of the Town to provide for the preservation of these properties as part of the Historic Mitchelville Freedom Park (“Park”), and for the utilization of the Park as a cultural and historical museum; and

**WHEREAS**, on April 18, 2017, the Town adopted an ordinance, which entered into a Memorandum of Understanding and Lease with Historic Mitchelville Freedom Park, Inc. (“Mitchelville”, formerly known as: Mitchelville Preservation Project, Inc.) for the operation of a cultural and historical museum in the Town of Hilton Head Island; and

**WHEREAS**, on August 18, 2020, the Town approved a Master Plan and Business Plan for the development of the Historic Mitchelville Freedom Park and this Master Plan outlined additional parcels not included in the previous lease with the Town; and

**WHEREAS**, the Town and County purchased the four (4) parcels along Beach City Road for preservation due to their historical significance and leasing these parcels to Mitchelville is consistent with this purpose; and

**WHEREAS**, the Town Council of the Town is authorized to enter into leases of Town-owned land under the authority of S.C. Code Ann. Section 5-7-40 and Section 2-7-20, *Code of The*

*Town of Hilton Head Island, South Carolina (1983, as amended); and*

**WHEREAS**, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of a Lease for four (4) parcels, jointly owned by the Town and Beaufort County and located along Beach City Road, which is described and attached hereto as Exhibit “B”.

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

**Section 1 - Execution, Delivery and Performance of Lease.**

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit “A”; and
- (b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease.

**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 thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF  
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2022.**

\_\_\_\_\_  
John McCann, Mayor

ATTEST:

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

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

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

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

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

EXHIBIT A

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) LONG TERM LEASE

THIS LONG-TERM LEASE (“Lease”) is entered into this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between Beaufort County (“County”), the Town of Hilton Head Island, South Carolina (“Town”), and the Historic Mitchelville Freedom Park, Inc., a non-profit South Carolina Corporation (“Lessee”). The County and the Town hereinafter collectively referred to as the “Lessor”. The County, Town, and Lessee hereinafter collectively referred to as the “Parties”.

WHEREAS, Lessor acquired the 4.07 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit B attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Parties wish to enter into this Lease, which details the responsibilities of the parties, as well as, the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Lessors have approved the Lessee’s “Landscape and Interpretive Master Plan” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, where the Parties hereto agree as follows:

ARTICLE 1: TERM and RENT

1.1. **Term of Lease and Renewal.** The initial term of this Lease shall be for a period of forty-five (45) years, commencing on the Effective Date. Unless terminated sooner pursuant to the terms hereof, at the end of Initial Lease Term, this Lease shall automatically renew for successive periods of twenty-five (25) years (hereinafter, each a “Renewal Lease Term”) provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, or unless either Party hereto shall give the other a Notice of Termination, as set forth in Section 7.3 herein below.

1.2. **Rent.** Lessee shall pay to the Town Rent in the sum of One (\$1.00) Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

ARTICLE 2: ACCEPTANCE and USE OF LEASED PREMISES

2.1. **Property “As Is”.** Lessee represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Lessor as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Lessor have any liability to Lessee for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Lessee accepts

## EXHIBIT A

this limitation on the Lessor's liability and acknowledges that this limitation of the Lessor's liability is a material term of this Lease without which the Lessor would not have entered into this Lease.

2.2. **The Property to Continue as a Public Park.** Lessee acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Lessee acknowledges and accepts that the Property shall at all times of normal daily operations remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved until such time that the public park and its amenities including water access are relocated.

- a. *Certain Restrictions Permitted.* Lessee shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Lessee.
- b. *Events Permitted.* Lessee is permitted to hold events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Lessee to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

2.3. **Permitted Use.** Lessee may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Beaufort County Council and Hilton Head Island Town Council.

### ARTICLE 3: OBLIGATIONS AND RESPONSIBILITIES

3.1. **Lessee Obligations and Responsibilities.** The Lessee shall adhere to the terms and conditions set forth in this Article at all times during any term of this Lease. Failure to adhere to the terms and conditions may result in termination of this Lease.

- a. ***Compliance with Laws, Restrictive Covenants, and Local Ordinances.*** Lessee shall comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Lessee's use. Lessee shall maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
  - i. *Determination of Policies and Compliance with Permitted Use.* Lessee is solely responsible to determine and carry out policies relating to primary and ancillary activities and services offered by Lessee, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property. In general, to act in accordance with the Permitted Use.
- b. ***Utilities and Other Services.*** Lessee shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Lessee. Lessee shall be solely responsible

## EXHIBIT A

for the payment of any and all *ad valorem* real property taxes, including but not limited, to stormwater utility fees, or any other fees and taxes associated with the Property.

The Lessor shall not be required to furnish, and has no obligation to furnish, to Lessee any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

c. ***Maintenance of Property.***

- i. *Expenses.* Lessee shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.
- ii. *Maintenance and Improvements.* In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease.
- iii. *Storage of Hazardous Substances and Waste Prohibited.* Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Lessee shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Lessee shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Lessee.

Lessee shall refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance.

- iv. *Waste Dumping or Disposal.* Lessee shall refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance. Lessee shall refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property.
- d. ***General Management.*** Lessee shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the

## EXHIBIT A

term of this Lease. Without limiting the generality of the foregoing, Lessee shall have the following rights and duties with respect to the use, management, and operation of the Property:

- i. *Financing.* To have, in its sole discretion, the right to obtain financing utilizing as collateral any personal property that Lessee has or may acquire. Lessee shall obtain written authorization from both the County and Town prior to using any permanent building or fixtures as collateral for obtaining financing.
  - ii. *Improvement of Property.* To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Lessee. All required authorization, permitting, and local procedures shall be followed during any improvement of the Property.
- e. *Financial Statements.* Any and all documents required in this Section shall be submitted to the Town, and shall be made available to the County upon request. Upon request of the Town, Lessee shall make its financial books and records available to the Town for Review. Upon receipt of a written request from the Lessor, Lessee shall have thirty (30) days to provide the requested financial books and records.

### ARTICLE 4: IMPROVEMENTS and CONSTRUCTION

4.1. **Master Plan.** The Lessee shall only build, erect, or construct improvements on the Property as provided for in the approved *Landscape and Interpretive Master Plan* dated February 2020, attached hereto and incorporated by reference in Exhibit C (“Master Plan”).

- a. *Amendments to Master Plan.* Any amendment to the Master Plan shall receive the required review and approval from the Beaufort County Council and Hilton Head Island Town Council. In addition to the aforementioned approval, any result of an amendment to the Master Plan shall be subject to all restrictive covenants, and all State, Federal or local statutes, ordinances or regulations.

4.2. **Improvements to Property.** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Lessee shall have the right to make such improvements as approved in the Master Plan, at the sole cost and expense of Lessee.

4.3. **Permits and Required Approvals.** It shall be the sole responsibility of Lessee to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Lessee’s occupation and use of the Property.

The Master Plan and any amendments shall, in addition to any other required approval, be subject to all applicable provisions of the Land Management Ordinance of the Town, any applicable State, Federal or local statutes, ordinances or regulations. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.

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4.4. **Mechanic's or Other Liens Prohibited.** Lessee shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Lessee. If any such lien is filed, Lessee shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the County and Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

### ARTICLE 5: INTEREST IN STRUCTURES, FIXTURES, and IMPROVEMENTS

5.1. **Permanent Structures, Fixtures, and Improvements.** Any structure, fixture, or improvement that Lessee builds, erects, or constructs on the Property that is affixed in a permanent manner shall be deemed as part of the Property. Following a termination of this Lease the aforementioned structure, fixture, or improvement shall remain on the Property and shall become part of the Property owned by the Lessor.

5.2. **Non-Permanent Structures, Fixtures, and Improvements.** Lessor waives any right, title, or interest in any and all equipment, displays, furniture, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Lessee; and, said property shall, at all times, remain the property of Lessee, such entity that has loaned the property to Lessee, or such entity that has leased the property the Lessee. The Lessor further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Lessee.

5.3. **Interest in Property.** Other than the leasehold interest established by this Lease, Lessee shall have no interest in the Property.

### ARTICLE 6: INSURANCE

6.1. **Required Liability Insurance.** During any term of this Lease, Lessee shall maintain in full force and effect a comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Lessee with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions set forth in this Lease. The County and Town shall be named as an additional insured on this policy or these policies.

6.2. **Required Property Insurance.** During any term of this Lease, Lessee shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The County and Town shall be named as an additional insured on this policy or these policies.

6.3. **Failure to Obtain Insurance.** If Lessee fails to procure or maintain any insurance required by this Article, or fails to carry insurance required by law or governmental regulations, then the Lessor shall provide a written notice to Lessee. Failure to procure insurance within ten (10) days shall be deemed a default, and the Lessor may take any and all necessary steps available to establish insurance on the property, or may proceed with any and all rights provided under Article 7 of this Lease.

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### ARTICLE 7: DEFAULT, TERMINATION, and ABANDONMENT

7.1. **Default.** The Lessee is deemed in Default if there is a failure to adhere to any of the terms or conditions set forth in this Lease. The Lessor shall provide written notice to the Lessee of the Default and allow for a time to cure. Unless otherwise provided for in this Lease, the time to cure shall be one hundred twenty (120) days. In addition to other events provided for in this Lease, the following shall also be deemed Events of Default:

- a. ***Failure to Observe Requirements.*** The failure of Lessee to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- b. ***Dissolution of Lessee.*** The dissolution, termination, or liquidation of Lessee, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Lessee or against Lessee, or any change in the tax-exempt, not-for-profit status of Lessee.
- c. ***Abandonment of the Property.*** The abandonment of the Property by Lessee, or the discontinuance of operations at the Property by Lessee.
- d. ***Use Inconsistent with the Permitted Use.*** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Lessor.
- e. ***Failure to Pay Amounts Due:*** The failure to pay any sum due to the Lessor, or failure to pay any sums of money required under any provision of this Lease.

7.2. **Remedies of Default.** Whenever any Event of Default described in this Article shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Lessor is the non-defaulting party, it may give notice to Lessee to vacate the Property, and may thereafter evict Lessee from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Lessor of its rights under this Lease cause Lessee to be relieved of any of its obligations set forth in this Lease.

7.3. **Termination.**

- a. ***Non-renewal of Lease.*** At the end of the initial term or at the end of any renewal, either Party hereto shall give the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Termination Date.
- b. ***Termination Due to Default.*** This Lease may be terminated upon the occurrence of any Event of Default as set forth in this Lease and as provided by the law governing governmental subdivisions and the length of contracts they may enter into.
- c. ***Delivery After Termination.*** Tenant agrees to quit and deliver the Property peaceably and quietly to Lessor, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease.

EXHIBIT A

- d. **Following Abandonment of Property.** If Lessor's right of entry is exercised following abandonment of the Property by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Property to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

ARTICLE 8: MISCELLANEOUS

8.1. **National Park Service Designation.** The Parties acknowledge and agree that the Lessor may seek and apply for the Property and/or Lessee’s use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

8.2. **No Agency.** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Lessor and Lessee other than that which is expressly stated herein. No employee, volunteer, or agent of Lessee shall be considered an employee or agent of the Lessor for any purpose whatsoever and none shall have any status, right or benefit of employment with Lessor.

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

8.4. **Assignment and Subletting of Property.** Lessee shall not assign this Lease, nor sublet this Lease, nor grant any concession or license to use the Property without written consent from both the County and Town. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of both the County and Town shall be void and shall at the Lessor’s option, terminate this Lease immediately.

8.5. **Notices.** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928	With Copy to:	Town of Hilton Head Island Attn: Legal Department One Town Center Court Hilton Head Island, SC 29928
To the County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901	With Copy to:	Beaufort County Attn: Legal Department P.O. Box 1228 Beaufort, SC 29901

## EXHIBIT A

To Mitchelville:	Historic Mitchelville Freedom Park, Inc. Attn: Executive Director P.O. Box 21758 Hilton Head Island, SC 29925	With Copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028
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8.6. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold the Lessor harmless from any claims for loss, damage, or liability, including reasonable attorney's fees and costs incurred by the Lessor in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Lessee and Lessee's operation thereon, or arising from any act or omission of Lessee with respect to the exercise of Lessee's rights hereunder; provided, however, in no event will Lessee indemnify or hold harmless the Lessor for acts or omissions of the Lessor or its employees or agents.

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

8.8. **Binding Effect and Entire Agreement.** The Parties agree that this Lease sets forth the entire agreement between the Parties. This Agreement is binding upon and inures solely to the benefit of the Parties hereto.

8.9. **Amendment, Changes, and Modifications.** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of the Parties.

8.10. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

8.11. **Waivers.** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.12. **No Remedy Exclusive.** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

8.13. **Application of Laws and Other Matters.** This Lease is accepted by Lessee subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future. In addition to the foregoing, Lessee shall at all times comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation does not unreasonably interfere with Lessee's use and enjoyment of the Property.

8.14. **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

EXHIBIT A

8.15. **Quiet Enjoyment.** The Lessor hereby covenants that Lessee shall, during any Lease term, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Lessor shall not interfere with the quiet use and enjoyment of the Property by Lessee during the Lease Term, so long as the Lessee adheres to the terms and conditions set forth in this Lease.

8.16. **Time is of the Essence.** Time is of the essence of this Lease.

8.17. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

IN WITNESS THEREOF, the Parties hereto have executed this Lease the day and year first above written.

**LESSOR, Beaufort County:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Eric Greenway  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**LESSOR, Town of Hilton Head Island:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John McCann  
*Town of Hilton Head Island Mayor*

\_\_\_\_\_  
Witness

**LESSEE, Historic Mitchelville Freedom Park, Inc.:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shirley Peterson  
*President of Historic Mitchelville Freedom Park, Inc.*

\_\_\_\_\_  
Witness

## EXHIBIT B

### Legal Descriptions

#### R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as "PARCEL 10A" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

#### R510 005 000 010B 0000

All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled "A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White" dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

#### R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as "1.917 Ac." on a plat entitled "Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina" dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

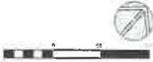
#### R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as "PARCEL 248" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.

# Exhibit C: Master Plan

- A** Visitor Center (~18,000 SF) with Terrace
- B** Event Lawn with Interpretive Footprints/ and Quarter Acre Lot Delineations
- C** Entry Plaza with Mitchelville Map
- D** Group Shelter
- E** Freedom Plaza (see enlargement)
- F** Interpretive Houses
- G** Interpretive Garden/Rear Yard
- H** Church and Archaic Interpretive Area (see enlargement)
- I** Military Map Road Alignment
- J** Classroom, Lab, and Offices (~4,000 SF)
- K** Maintenance Building (~2,000 SF)
- L** Maintenance/Lab Parking (7 spaces)
- M** Main Parking Lot (54 spaces, 18 overflow)
- N** On Street Parking (11 spaces)
- O** Interpretive Trail
- P** Interpretive Boardwalk
- Q** General Store Interpretation
- R** Path to Beach
- S** Welcome/Pay Station
- T** Visitor Center Accessible Parking and Service Area (~13 spaces)
- U** Woodland Knoll Shelter

Four parcels highlighted in red to be included in lease





**Town of Hilton Head Island**

Exhibit A: Beach City Road Parcels





# HISTORIC MITCHELVILLE FREEDOM PARK, INC

March 7, 2022

## EXECUTIVE OFFICERS

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**VICE CHAIRPERSON**  
Omolola Campbell

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

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*Mailing Address*  
P. O. Box 21758  
Hilton Head Island, SC 29925

*Office Address*  
536 William Hilton Parkway,  
Suite 134  
Hilton Head Island, SC 29928

[www.exploremitchelville.org](http://www.exploremitchelville.org)

Greetings,

I am writing this letter to respectfully request the parcels of land on Beach City Road, jointly owned by the Town of Hilton Head and Beaufort County that are highlighted in the Historic Mitchelville Freedom Park's (HMFP) Master Plan. Per our recent update to the Town, HMFP is quickly moving towards a launch of its Capital Campaign to raise \$22.8 million with a firm national strategy and defined national targets. Regarding the parcels outlined, we are looking at financial possibilities that would directly affect those parcels, sooner rather than later. One of those parcels would be the location of our official parking area, which is part of current conversations with the Town of Hilton Head. The other parcel would contain a Classroom / Lab area used for educational programs, limited processing of archaeological finds and some office space. These parcels are vitally important to early phase development of the Park site.

The conversation on these parcels dates back to the Summer of 2020 while we were still under quarantine. Beaufort County supports gifting the parcels on Beach City Road to HMFP. The organization definitely wants to gain all the parcels on Beach City Road, save the one closest to Andre White's property, that has been part of discussions involving an additional gravel parking area to give more access to Fish Haul Creek Beach. However, the organization is open to waiting on full acceptance of the parcels, as long as the two that are outlined in the Master Plan are available to us as soon as possible.

In summation:

- HMFP is requesting that the Town give the organization use of the parcels on Beach City Road to complement the existing Master Plan.
- The two parcels highlighted in the Plan are of the highest importance to the organization. HMFP is open to waiting on the other parcels if need be.

We are thankful for the long-standing partnership with the Town of Hilton Head. Thank you in advance for your consideration in this matter. Please do not hesitate to contact me at [award@exploremitchelville.org](mailto:award@exploremitchelville.org) or my cell: 205-276-5376 if you desire any additional information.

Sincerely,

Ahmad Ward  
Executive Director

*The Historic Mitchelville Freedom Park is a 501(c)(3) tax-exempt organization. Your contribution is tax-deductible to the extent permitted by law*