



Town of Hilton Head Island
**COMMUNITY SERVICES AND PUBLIC
SAFETY COMMITTEE MEETING**
Monday, July 25, 2022, 10:00 AM
AGENDA

The Community Services & Public Safety 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 Minutes**
 - a. [Regular Meeting - May 23, 2022](#)
5. **Appearance by Citizens** Citizens who wish to address the Committee concerning the items on the agenda, may do so by contacting the Town Clerk at 843.341.4701, no later than 4:30 p.m., Friday, July 22, 2022. Citizens may also submit written comments concerning any of the items on the agenda through the eComment portal at [Community Services & Public Safety Committee](#)
6. **New Business**
 - a. Beaufort County Quarterly Crime Statistics Report
 - b. [Consideration of an Ordinance Authorizing the Town Manager to Take Such Actions as May be Necessary to Effectuate an Exchange and Transfer of Real Property Owned by the Town of Hilton Head Island with the Beaufort County in Exchange for the Receipt of Certain Real Property Located on Hilton Head Island.](#)
 - c. [Review of the Administrative Processes for the Orientation of New Members Appointed to the Town Council Appointed Boards and Commissions and the Orientation of New Members Elected to the Office of Mayor and Town Council](#)
 - d. [Consideration of a Proposed Ordinance to Amend Chapter 1 of Title 17 of the Municipal Code of Hilton Head Island, Adopted by Reference of the Beaufort County Ordinance, Chapter 14, Article II, Animal Control](#)

- e. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Implementation of the Gullah History and Cultural Education Program for Town Employees and Officials

7. Executive Session

- a. Discussion of Personnel Matters Related to Appointments to the Town of Hilton Head Island Boards and Commissions [pursuant to SC Freedom of Information Act sec. 30-4-70(a)(1)]

8. Possible Action by the Committee as a Result of Executive Session

9. 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, May 23, 2022, 10:00 a.m.
MINUTES**

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

Present from Town Staff: Josh Gruber, *Deputy Town Manager*; Krista Wiedmeyer, *Town Clerk*

1. Call to Order

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

2. FOIA Compliance

Ms. Wiedmeyer confirmed compliance with the SC Freedom of Information Act.

3. Roll Call

Ms. Wiedmeyer called the roll, confirming the attendance of the members present.

4. Approval of the Minutes

- a. Regular Meeting – April 25, 2022
- b. Special Meeting – May 9, 2022

Mr. Lennox moved to approve the minutes listed on the agenda. Mr. Ames seconded. Motion carried 4-0.

5. Appearance by Citizens

Ms. Wiedmeyer affirmed that there were no citizens signed up to address the committee.

6. Executive Session

- a. Discussion of Personnel Matters Related to the Appointments and Reappointments to the Town of Hilton Head Island Boards and Commissions [pursuant to SC Freedom of Information Act Sec. 30-4-70(a)(1)]

At 10:01, Mr. Ames moved to enter Executive Session. Ms. Becker Seconded. Motion carried 4-0.

7. Adjournment

The Committee returned with no action to be taken, adjourning at 11:35 a.m.

Approved:

Drafted and Submitted by:
Krista M. Wiedmeyer, Town Clerk

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



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council – Community Services and Public Safety Committee
FROM: Josh Gruber, *Deputy Town Manager*
CC: Marc Orlando, *Town Manager*
DATE: July 21, 2022
SUBJECT: Beaufort County – Town of Hilton Head Island Land Swap

Summary:

The Community Services and Public Safety Committee should recommend to Town Council that the Town Manager be authorized to enter into a Purchase and Sale Agreement with Beaufort County and to take such additional actions as may be necessary in order to facilitate the transfer and receipt of real property located on Hilton Head Island that serves the mutual needs of both entities. A copy of the draft Agreement has been enclosed at Exhibit “A.”

Analysis:

For the last several years, the Town has pursued the transfer of certain County owned lands to control the future use, development, and capital improvements of these properties. The Town believes that its ownership of these parcels will be in its residents’ best interests by ensuring that these properties reflect the type of quality facilities that are representative of the Island’s world-class brand.

Beaufort County is looking to address two separate issues through the receipt of Town owned land. The first is to create more vehicle parking for the County’s Jenkins Island Pier located at the end of Jenkins Road. The second is to pursue the possible development of a Daufuskie Island Ferry Terminal located on or near the Cross Island Boat Landing.

It is therefore recommended that Beaufort County, as the owner of certain parcels of real property that are located on Hilton Head Island, transfer the following properties to Town ownership:

1. **70 Baygall Road, Hilton Head Island, South Carolina 29928, TMS No. R510 005 000 0005 0000;**
 2. **70 Baygall Road, Hilton Head Island, South Carolina 29928, TMS No. R510 005 000 019G 0000;**
 3. **152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, TMS No. R511 007 000 0070 0000;**
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4. **152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, TMS No. R511 007 000 0070 0000.**

Additionally, it is recommended that the Town, as the owner of certain parcels of real property that are located on Hilton Head Island, transfer the following properties to Beaufort County 's ownership:

1. **68 Helmsman Way, Hilton Head Island, South Carolina 29928, TMS No. R552 010 000 0650 0000;**
2. **68 Helmsman Way, Hilton Head Island, South Carolina 29928, TMS No. R552 010 000 0309 0000 (a portion);**
3. **43 Jenkins Road, Hilton Head Island, South Carolina 29928, TMS No. R510 006 000 001C 0000.**

Exhibit "B" geographically depicts each of these parcels and is attached to this memorandum for reference purposes.

As a condition on the transfer of its parcels, the Town has requested that that the Cross Island Boat Landing remain open to public use for the launching and retrieving of boats and for the temporary parking of vehicles and trailers related to the public boat landing. Additionally, the Town has requested that it be allowed to participate in the design and layout of any facilities or improvements that might be developed by the County either on or adjacent to this parcel to ensure that such development reflects the appropriate character of Hilton Head Island.

As a condition on the transfer of its parcels, Beaufort County has requested that it be allowed to continue to provide recreational programming at the Barker Field property. To satisfy this condition, the Town will request that the Island Recreation Association coordinate a use agreement with Beaufort County to ensure that the property will be available for their respective uses as they may mutually agree upon.

Conclusion:

Because the mutual transfer of properties by and between the Town and the County will serve to satisfy each other's interests, staff recommends that the Community Services and Public Safety Committee recommend to Town Council that it authorize the Town Manager to enter into a purchase and sale agreement and to take such additional actions as may be necessary to effectuate the above-described property transfers.

Carolina 29928, also currently identified as **TMS No. R511 007 000 0070 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel D").

Cross Island Boat Landing

(e) *Parcel E.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0650 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel E").

(f) *Parcel F.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0309 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, will convey to the County a portion of the parcel located adjacent to Parcel E and bounded on the south by Helmsman Way (collectively, the "Parcel F").

Jenkins Road Property

(g) *Parcel G.* The Town is fee simple owner of the real property located immediately adjacent to the eastern boundary of **43 Jenkins Road, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R510 006 000 001C 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel G").

The real properties in this Section shall hereinafter collectively be referred to as the "Properties".

2. **Purchase Price and Other Considerations.** The County shall sell and Town shall purchase Parcels A, B, C and D for a purchase price of Ten and XX/100 (\$10.00) Dollars, and for other good and valuable consideration; and the Town shall sell and County shall purchase Parcels E, F and G for a purchase price of Ten and XX/100 (\$10.00) Dollars, and for other valuable consideration, as described in this Agreement ("Purchase Price").

As further consideration in the inducement of this transaction, the County acknowledges that the Town will be allowed to participate in the final design and site layout of any improvements that may occur on Parcels E and F. The Town shall have the authority to review and approve project design characteristics to ensure that any proposed improvement is not inconsistent with the character of development on Hilton Head Island or is otherwise contrary to the best interests of the residents of Hilton Head Island. Such approval shall not be arbitrarily withheld. Additionally, the County warrants that as a permanent condition of the transfer of Parcels E and F, it shall ensure that the general public will have continued access to and use of the public boat launch and parking located on Parcels E and F. This obligation will be memorialized within the respective deeds from the Town to the County relative to the transfer of these parcels.

As further consideration in the inducement of this transaction, the Town agrees to support the County's desire to enter into an agreement with the Island Recreation Association in order to ensure that the County will be able to obtain scheduling and use of the athletic fields located at what is known as Barker Field to the mutual satisfaction of both the County and the Island Recreation Association. If requested by the County, the Town shall place such support in writing.

4. **Conveyance and Due Diligence Period.** The Parties shall individually perform all due diligence on the Properties no later than sixty (60) days from the Effective Date. The Parties shall individually be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Properties. Title to the Properties shall be conveyed to each Party by limited warranty deed. Parties agree to convey marketable title free, and clear of all liens.

Each Party shall have the responsibility to examine the title to the Properties. Each Party shall notify the other Party in writing of any title defects during the Due Diligence Period. The Party receiving notice of a title defect shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by the notifying Party. The receiving Party shall provide the notifying Party communication in writing of receiving Party's election to cure or decline to cure such defects noted by notifying Party within ten (10) days of receipt of notifying Party's communication. Notifying Party shall then have five (5) days from the date of receiving Party's communication to the termination of this Agreement for lack of sufficient cure to such defects. Absent receiving Party's receipt of notice from notifying Party within said five (5) day period, all of the notifying Party's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

b) Survey of Parcel F. The County shall be responsible for obtaining a survey of Parcel F by a licensed surveyor and is solely responsible for the cost associated with the survey. The Town shall have the right to review and approve said survey prior to the Closing Date.

c) Property Sold "As Is". The Parties acknowledge that the Properties are being sold "as is", and that each Party has the opportunity to perform a full examination of the Properties prior to the Closing Date. Neither Party shall make any request to perform any tasks on the any Property, including but not limited to, removing vegetation or clearing timber.

d) Inspection. Parties hereby acknowledge and agree that each Party has or will thoroughly inspect and examine the Properties prior to closing. Each Party is responsible for obtaining inspection reports from qualified professionals to assess the Properties. Each Party and/or its agents shall have the privilege of going upon the Properties at any time during the existence of this Agreement to inspect, examine, and survey. Each Party assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing.** The Closing occurs when the County and Town transfer the Purchase Price as described in Section 2, when County conveys interest in Parcels A, B, C, and D to Town, and when Town conveys interest in Parcels E, F, and G to County.

a) Closing Date. The Closing shall occur on or before _____, 20____ (“Closing Date”) at the offices of County’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. The County shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels E, G and F. The Town shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels A, B, C, and D. Each Party shall be responsible for its own legal fees.

8. **Brokerage Fees.** The Parties represent that the Properties are not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **Delivery of Documentation.**

a) County shall deliver to Town at or before the Closing (at such times as Town may reasonably request) A limited warranty deed satisfactory in form and substance to counsel for Town, conveying fee simple title to Parcels A, B, C, and D free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a condition to Town’s obligation to consummate the purchase and sale herein contemplated.

b) Town shall deliver to County at or before the Closing (at such times as County may reasonably request) a limited warranty deed satisfactory in form and substance to counsel for County, conveying fee simple title to Parcels E, F and G, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a condition to County’s obligation to consummate the purchase and sale herein contemplated.

c) Permitted Easements shall include easements found on surveys recorded with the Beaufort County Register of Deeds, utilities, or rights-of-way easements which are currently encumbering a property.

10. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of the Parties to purchase the Properties are expressly made subject to the conveying Party’s representation that as of the Closing Date the warranties and representations of conveying Party shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by receiving Party by written notice to conveying Party.

11. **Default.** If either Party fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of eith Party’s obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be

transmitted (1) via hand delivery or express overnight delivery service to a Party, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO COUNTY: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: County Administrator

Copy to: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Brittany Ward , Beaufort County Deputy Attorney
E-mail: bward@bcgov.net
(843) 255-2059

TO TOWN: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Manager

Copy to: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Attorney

13. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

14. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement 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.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

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

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

COUNTY:

Eric Greenway
Beaufort County Administrator

WITNESSES:

TOWN:

Marc Orlando
Hilton Head Town Manager

EXHIBIT A

PROPERTY DESCRIPTION

Parcel A

Parcel B

Parcel C

Parcel D

Parcel E

Parcel F

Parcel G

BEAUFORT COUNTY TO TOWN

BARKER FIELD
TMS: R510 004 000 019G 0000 (2.9 Acres)
TMS: R510 005 000 0005 0000 (7.8 Acres)
Assignment of Lease: TMS: R510 005 000 0301 0000



BEAUFORT COUNTY TO TOWN

OLD SCHOOL HOUSE PROPERTY

TMS: R511 007 000 0070 0000 (3.02 Acres)

TMS: R511 007 000 0247 0000 (4.21 Acres)



TOWN TO BEAUFORT COUNTY

JENKINS ROAD PROPERTY

TMS: R510 006 000 001C 0000 (1.0 Acres)



TOWN TO BEAUFORT COUNTY

CROSS ISLAND BOAT LANDING

TMS: R522 010 000 0650 0000 (1.52 Acres)

TMS: R522 010 000 0309 0000 (Easement)



CONDITIONAL RESTRICTIONS:

Continued Use/Access as Public Boat Landing

Town Input into Ferry Terminal Design



TOWN OF HILTON HEAD ISLAND

Staff Memo

TO: Hilton Head Island Town Council – Community Services & Public Safety Committee
FROM: Krista M. Wiedmeyer, *Town Clerk*
CC: Marc Orlando, *Town Manager*
Josh Gruber, *Deputy Town Manager*
DATE: July 20, 2022
SUBJECT: Review of the Administrative Processes for the Orientation of New Members Appointed to the Town Council Appointed Boards and Commissions and the Orientation of New Members Elected to the Office of Mayor and Town Council

Recommendation: That the Community Services and Public Safety Committee review the updated processes for the orientation of new members appointed to the Town’s Boards and Commissions and the orientation of new members elected to the Office of Mayor and Town Council; and provide feedback and/or proposed revisions to the Town Clerk.

Background: Working under the guidance of the Town Manager, Marc Orlando and Deputy Town Manager, Josh Gruber; new processes were developed for the orientation of new members appointed to the Town’s Boards and Commissions and the orientation of new members elected to the Office of Mayor and Town Council. The purpose of updating the processes is to ensure individuals new to a Board or Commission or newly elected officials receive accurate and complete information before starting their new role with the Town. The idea is to have a clear understanding of what needs to be accomplished and where each piece fits into the whole puzzle.

Attachments:

- Boards & Commission Membership Application Intake & Appointment Process, with the supporting materials and information
- Boards & Commissions New Member Orientation
- General Election Candidacy Filing for Mayor and Town Council, with the supporting materials and information
- Mayor & Town Council Orientation Checklist
- A Comprehensive List of all Orientation Items



BOARDS & COMMISSIONS MEMBERSHIP APPLICATION INTAKE & APPOINTMENT PROCESS

RECRUITMENT:

- January, prepare communications plan for year-round recruitment of volunteers, to include:
 - Quarterly Social Media Posts
 - Bi-Annual Media Releases
 - Reaching Out to the Mayor and Town Council to Speak with their Constituents about volunteering
 - Item of Interest for the Town Manager to Report at Town Council meetings
- January, update the Town's website with upcoming vacancies as of June 30th.

APPLICATION SUBMITTAL:

- Applications are submitted via the Town's website <https://hiltonheadislandsc.gov/boards/> or to the Town Clerk at TownClerk@hiltonheadislandsc.gov.
- Town Clerk will review the application to ensure all required fields have been completed, before confirming receipt via email to the applicant.
- Town Clerk will update and maintain a 3-year rolling Talent Bank of all applications received.

PERSONNEL COMMITTEE:

The Community Services and Public Safety Committee ("CSPSC") is charged by Town Council as the "Personnel Committee" to review qualifications of interested applicants and recommend appointment to the full Town Council.

AUDIT:

- March 1, Town Clerk audits each of the Town's Boards/Commissions and prepares an audit report. The following is included in the audit report:
 - Personnel Committee Policy
 - Boards & Commissions Function Chart
 - Overview of Mandatory Training Requirements
 - Summary of each Board/Commission
 - Current membership with terms highlighted
 - Meeting attendance record
 - Mandatory training (if applicable)
 - Applications for those members up for reappointment
 - Updated talent bank with applications of those interested in the vacancy

- March 15th, Town Clerk provides a copy of the audit report to the Town Manager and Deputy Town Manager for review.
- No later than April 1, Town Clerk sends out the audit report to the CSPSC, copying the rest of Town Council, Town Manager, and Deputy Town Manager.

TALENT BANK & APPLICATION REVIEW

- At their regular meeting in April, the CSPSC will review the audit report, reappointments, new appointments, and the talent bank (including any applications received to date).
- At a special meeting in early May, the CSPSC will review the applications received to date and determine candidates they would like to interview.
- Provide letter from the CSPSC Chair to those who applied but are not being interviewed, noting their application will remain on file for 3 years for consideration as vacancies occur.

INTERVIEW PROCESS:

- Town Clerk will contact the applicants the CSPSC has selected to interview.
- Town Clerk will create an interview packet for the members of the CSPSC, to include:
 - o Interview Schedule
 - o Applications for each Interview
 - o Boards & Commissions Applicant Interview Form
 - o Sample Interview Questions
- The CSPSC will conduct interviews at their regular meeting in May.
- If necessary, a 2nd special meeting will be scheduled for more interviews.
- Town Clerk will forward the CSPSC recommendations for Town Council to consider at their 2nd June meeting.

APPOINTMENT:

- At their 2nd June meeting, Town Council will consider and formally approve the appointments.

POST-TOWN COUNCIL APPOINTMENT APPROVAL:

- Provide "Thank You" note from the Mayor to those who will be leaving their Board or Commission.
- Provide "Regrets Letter" from the CSPSC Chair to those who interviewed, but not appointed.
- Newly appointed members are onboarded per the procedures set out in the Boards and Commissions Orientation.

ATTACHED:

- Boards & Commissions Applicant Interview Form
- Sample Interview Questions & Selection Criteria
- Boards & Commissions New Member Orientation



SAMPLE INTERVIEW QUESTIONS & SELECTION CRITERIA

SAMPLE INTERVIEW QUESTIONS:

- What prompted you to complete a registration for the Town's Talent Bank?
- Why do you wish to serve on this particular board (commission, task force)?
- Describe responsibilities held in your previous or current job(s).
- Describe the role(s) you've played in the volunteer activities you have listed.
- Which job or volunteer activity gave you the most meaningful experience?
- How has your education, previous work experience, or previous community service prepared you to serve on this particular board?
- Do you meet the technical requirements of this position (i.e. licensed attorney, licensed real estate agent)?
- What do you see as the mission and responsibilities of this board?
- What do you see as the major issues facing this board?
- To what extent might your professional activities pose a conflict of interest, reducing your ability to fully participate in the work of this board?
- What do you see as the major challenges the Town has to meet in the next few years?
- What is your vision of the Island five years from now?
- Why should we select you for this position?
- Is there anything else you would like to tell us about yourself that we didn't discuss?
- Do you have any questions you would like to ask us?

SELECTION CRITERIA (Municipal Code § 2-13-40):

When selecting individuals to serve on a Board or Commission, Town Council shall consider the following factors:

- Demonstration of knowledge and experience relevant to the needs of the particular board or commission.
- Individuals of any gender, age, and economic circumstance.
- Individuals with a diverse representation of backgrounds, professions, and viewpoints.
- Representation from throughout all six (6) municipal wards.



BOARDS & COMMISSIONS NEW MEMBER ORIENTATION

NAME: _____

BOARD/COMMISSION: _____

APPOINTMENT DATE: _____

TERM BEGINS: _____ **TERM ENDS:** _____

ORIENTATION DATE: _____

- Town Clerk notifies the support staff responsible for the Board or Commission of the appointment and requests a date for the new member orientation.
- Town Clerk calls new member to notify them of their appointment, provide a general overview of the orientation process, and confirm availability for new member orientation.
- Calendar invitation to the staff support and new member with the confirmed new member orientation date/time.
- Provide the "Welcome Letter" signed by the Mayor to new member including term dates, meeting schedule, and general information about the orientation process.
- Prepare the new member orientation folder, to include:
 - South Carolina Ethics Reform Act Summary
 - South Carolina Freedom of Information Act Booklet
 - MASC: How to Conduct Effective Meetings
 - Municipal Directory
 - Parliamentary Procedure/Robert's Rules of Order
- Distribute Packets with Board or Commission Specific Items:
 - Accommodations Tax Advisory Committee (ATAC)
 - Charter
 - Role of the ATAC
 - Rules of Procedure and/or By-Laws
 - Applicable Law (State and/or Municipal)
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
 - Board of Zoning Appeals (BZA)
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Municipal Code
 - Land Management Ordinance

- BZA (cont.)
 - Charter
 - Role of the BZA
 - Rules of Procedure and/or By-Laws
 - Applicable Law (State and/or Municipal)
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
 - Request for Appeal Form & Procedures
 - Special Exceptions Form & Procedures
 - Variance Request Form & Procedures
- Construction Board of Adjustments & Appeals (CBAA)
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Municipal Code
 - Land Management Ordinance
 - Town of Hilton Head Island Building Code
 - Charter
 - Role of the CBAA
 - Rules of Procedure and/or By-Laws
 - Applicable Law (State and/or Municipal)
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
- Design Review Board (DRB)
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Municipal Code
 - Design Review Guide
 - Charter
 - Role of the DRB
 - Rules of Procedure and/or By-Laws
 - Applicable Law (State and/or Municipal)
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
- Gullah-Geechee Land & Cultural Preservation Task Force
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Charter
 - Role of the Task Force
 - Gullah-Geechee Land & Cultural Preservation Project Report
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting

- Parks & Recreation Commission (PRC)
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Charter
 - Rules of Procedure and/or By-Laws
 - Role of the Commission
 - Parks & Recreation Master Plan
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
- Planning Commission (PC)
 - Comprehensive Plan (Our Plan)
 - Strategic Plan
 - Municipal Code
 - Land Management Ordinance
 - Current CIP
 - Applicable Law (State and/or Municipal)
 - Charter
 - Role of the PC
 - Rules of Procedure and/or By-Laws
 - List of Subcommittees with Role of the subcommittee
 - Meeting Dates
 - Minutes from a Recent Meeting
 - Agenda Packet from a Recent Meeting
- Board Coordinator meets with new member to review the materials in the orientation folder.
- Town/Staff Attorney delivers annual presentation to the Board and Commission:
 - South Carolina Ethics Reform Act
 - South Carolina Freedom of Information Act
 - Parliamentary Procedure/Robert's Rules of Order
- Director of Public Safety annual presentation of public meeting security procedures

FOLLOW-UP:

- Deputy Town Manager will contact the new member after their first three months of service to inquire about any suggested improvements to the orientation, information needs and general questions they may have.



GENERAL ELECTION CANDIDACY FILING FOR MAYOR AND TOWN COUNCIL

GENERAL ELECTION:

General elections for the offices of Mayor and Town Council shall be held on the first Tuesday after the first Monday in November in even numbered years (Town Code § 3-1-30(a)).

UPDATE THE TOWN WEBSITE:

- March 1, update the website with the following (sample attached):
 - Election Date
 - Upcoming Vacancies
 - Filing Period Dates
 - Filing Fees
 - Requirements for Filing
 - Statement of Candidacy
 - Procedure for Submitting the Statement of Candidacy
 - Applicable Code (State & Town)
 - Link to the Beaufort County Board of Elections & SC Board of Elections

MEDIA & SOCIAL MEDIA RELEASES:

- June 1, send out the media release and social media releases with (sample attached):
 - Election Date
 - Upcoming Vacancies
 - Filing Period Dates
 - Filing Fees
 - Requirements for Filing
 - Procedure for Submitting the Statement of Candidacy
 - Link to the Town's Elections Page

LEGAL NOTICE:

- June 1, place a legal notice (at least 5x7) in the newspaper to run two weeks prior to the start of the filing period with (sample attached):
 - Filing Period Dates
 - Upcoming Vacancies
 - Address to Town Hall
 - Hours Town Hall is Open
 - Link to the Town's Elections Page

FILING PERIOD:

Each person offering as a candidate for the Office of Mayor or Council in any general election shall file with the Town Clerk not later than 12:00 noon on August 15 or, if August 15 falls on a Saturday or Sunday, not later than 12:00 noon the following Monday and not sooner than July 31 (Town Code § 3-1-70(a)).

STATEMENT OF CANDIDACY:

- Candidate(s) must submit the Statement of Candidacy to the Town Clerk at Town Hall:
 - Town Clerk to Receive, Review, Notarize the Statement of Candidacy Filing Form
 - Copy SC Driver's License or Valid Photo ID
 - Print Voter Registration Information from SCvotes.gov
 - Escort Candidate to Business License Window to pay the nonrefundable Filing Fee
 - Town Council \$35.00
 - Mayor \$50.00
- Provide candidate the "Candidate Info Folder" which includes:
 - Copy of the Executed Statement of Candidacy
 - Information about the Statement of Economic Interest from the State Ethics Commission
 - Current Strategic Plan Guidebook (copy)
 - Comprehensive Plan Guidebook (copy)
 - Town of HHI Fact Sheet
 - Important Links to the Website
 - Major Initiatives Page
 - Town Finances Page
 - Adopted Plans, Guides, & Reports Page
 - Municipal Code & LMO Page
- Scan the Statement of Candidacy, ID, and Voter Registration info to maintain an electronic file.
- Original packet of materials to be kept for sending to the County.
- Update Candidate Spreadsheet.
- End of each day, email the Town Manager and Deputy Town Manager the filed Statement of Candidacy.
- Update the website at the end of each day with running list of the new candidates.

WITHDRAWALS:

- Individuals may withdraw their name from consideration prior to the end of the filing period as described below:
 - Candidate Completes Withdrawal Form
 - Review and Witness Signatures
 - Provide Copy to Candidate
 - Include the Original Withdrawal Form with Materials to Beaufort County

END OF FILING PERIOD:

- Notify the Director of the Board of Elections that the filing period has closed.
- Provide the Statement of Candidacy filings to the Board of Elections:
 - Bundle all Filing Packets and Mail to the Board of Elections
 - Board of Elections will Confirm Candidate Eligibility

- Board of Elections will Prepare and Forward Sample Ballot for Review & Edits
- Send Confirmation Email Once Sample Ballot is Correct



CANDIDATE FILING CHECKLIST

DATE SUBMITTED: _____

NAME: _____ **OFFICE OF:** _____

- Candidate Completes Statement of Candidacy Form
- Witness and Notarize Form
- Escort Candidate to Business License Window to Pay Filing Fee
- Print Voter Registration Information from SCvotes.org
- Copy Candidates SC Drives License or Valid Photo ID, Filing Form, and Receipt
- Give Candidate "Candidate Folder"
 - Copy of the Executed Statement of Candidacy
 - Information about the Statement of Economic Interest from the State Ethics Commission
 - Current Strategic Plan Booklet (copy)
 - Comprehensive Plan Booklet
 - Town of HHI Fact Sheet
 - Important Links to the Website
 - Budget
 - CAFR
 - Municipal Code



RUNOFF & SPECIAL ELECTION INFORMATION

RUNOFF ELECTION:

If no candidate for a single office receives a majority of the votes cast in the first election, a second election shall be conducted two weeks later between the two candidates receiving the largest number of votes in the first election who do not withdraw. The candidate receiving a majority of the votes cast in the runoff election shall be declared elected (Town Code § 3-1-60(c)(1)).

EXAMPLE: 4 citizens run for the Office of Mayor and the vote tally is as follows:

- Candidate 1 = 893 votes, 5.45%
- Candidate 2 = 3,684 votes, 22.5%
- Candidate 3 = 4,970 votes, 29.26%
- Candidate 4 = 5,797 votes, 35.41%

The runoff election would be conducted two weeks after the general election between the two candidates receiving the largest number of votes:

- Candidate 3
- Candidate 4

The candidate who receives the majority of the votes in the runoff election is declared the winner.

SPECIAL ELECTION:

Any vacancy in the Office of Mayor or Town Council shall be filled for the remainder of the unexpired term at the next regular election or at a special election if the vacancy occurs 180 days prior to the next general election. If the vacancy occurs less than 180 days prior to the next general election, that office shall remain unfilled until said election (Town Code § 3-1-25).

EXAMPLE 1: Ward 6 Town Council member runs for Mayor and wins, but his term as Ward 6 Town Council member doesn't expire until December 2024, then a special election would be conducted.

EXAMPLE 2: Mayor decides to vacate his seat as 5-months prior to the next general election, a special election would not be conducted, the vacancy would be included in the upcoming general election.

If a vacancy occurs in more than one office requiring separate special elections to be held within a period of 28 days, the Beaufort County Board of Elections shall conduct all of the elections on the same date. The special election shall be held on the latest date required for an election during the 28-day period.



MAYOR & TOWN COUNCIL ORIENTATION CHECKLIST

NAME: _____ OFFICE OF: _____

START DATE: _____

TOWN MANAGER:

- Welcome from the Town Manager
- Fiscal Year Budget Overview
- Strategic Planning Overview
- Town's Organizational Structure Overview
- Agenda Setting Process

HUMAN RESOURCES:

- Review of Available Benefits
 - o Compensation
 - o Retirement Plan
 - o Computer Lease/Purchase Program
 - o Generator Lease/Purchase Program
 - o Wellness Program
 - o Workers' Compensation
 - o Town ID
 - o Add Information to MUNIS

DIRECTOR OF PUBLIC SAFETY:

- Tour of Town Hall
- Review of Town Hall Security Protocols
- Security Training as Needed

DIRECTOR OF INNOVATION & TECHNOLOGY:

- Overview of Equipment:
 - o iPhone
 - o iPad
 - o Printer or Printer Ink
- Accessing Email
- Accessing the Intranet
- MyHHI Mobile App

ASSISTANT TOWN MANAGER – COMMUNITY DEVELOPMENT:

- Overview of the Capital Improvement Program
- Overview of the Permitting Process
- Town-Owned Land Portal on the Website
- Overview of Facilities Management

ASSISTANT TOWN MANAGER – COMMUNITY DEVELOPMENT (cont.):

- Overview of Stormwater Utility
- Overview of the Comprehensive Plan

FIRE CHIEF:

- Tour of Fire Rescue HQ
- Overview of Fire Rescue & EMS
- Tour of Dispatch

EMERGENCY MANAGER:

- Overview of the Town's Emergency Management Program
- Tour of the Emergency Operations Center (EOC)

TOWN CLERK:

- South Carolina Home Rule act of 1975
- Form of Government
- Role of the Mayor
- Role of the Mayor Pro Tempore
- Role of the Town Council
- Role of the Town Manager
- Role of the Town Attorney
- Reimbursements & Compensation
 - Municipal Code Sec. 2-3-60
 - Travel, Supplies, etc...
 - Meeting Affidavit
- Parliamentary Procedure/Robert's Rules of Order
- Town Council Meetings
- Town Council Standing Committees
 - Public Planning Committee
 - Community Services & Public Safety Committee
 - Finance & Administrative Committee
- Ex Officio Appointments
 - Lowcountry Area Transportation Study (LATS)
 - Lowcountry Council of Governments (LoCOG)
 - Southern Lowcountry Regional Board (SoLoCo)
 - Beaufort County Airports Board
- Rules & Procedures and Code of Conduct Resolution 2001-44
- Overview of the Town Council Appointed Boards & Commissions Structure
- South Carolina Freedom of Information Act
- Review of the Municipal Association of South Carolina
 - Set-up Log-in Credentials/Account
 - Municipal Elected Officials Institute
 - On Demand Courses
 - Elected Officials Institute Courses
 - Advanced Elected Officials Institute Courses
 - Hometown Legislative Action Day

- Annual Meeting
- Handbook for Municipal Officials in South Carolina
- Affiliate Associations
- How to Conduct an Effective Meeting
- Legislative Review
- Raising Hometown Voices to a New Level of Influence
- 53 Suggestions for successful Public Service
- Legislative Agenda Process
- Legislative Tracking System
- Beaufort County Legislative Delegation Contact Information
- Website Review & Helpful Links
- Update Internal Use Only Contact Sheet
- Update Municipal Directory
- Update Letterhead
- Order Nameplate for the Dais
- Swearing In: _____
- Signed Oath of Office
- Schedule Headshot & Group Photo: _____
- Town Council Standing Committee Appointment: _____
- Add to "Town Council" Email Group
- Economic Interest Notice Sent Out: _____
- Economic Interest Completed: _____
- Updated Letterhead: _____

TOWN WILL PROVIDE:

- iPhone # _____ Transfer Personal # _____
- iPad # _____
- Printer # _____ Type of Ink _____
- Business Cards:
 - Email _____
 - Phone # _____
- Polo Shirt – Size _____
- Jacket – Size _____



MAYOR & TOWN COUNCIL ORIENTATION FOLDER (COMPREHENSIVE LIST OF ALL ORIENTATION ITEMS)

- Key Fob to Town Hall
- New Employee Information Form Copy to HR
- I-9 Employment Verification Form
- W-4 Form (SC)
- W-4 Form (Fed)
- Payroll Schedule
- Holiday Schedule
- Empowerment Retirement Information
- Town Council Meeting Schedule
- Town Council Standing Committees Information
- Town Council Standing Committees Meetings Schedule
- Town Boards & Commissions Structure
- Rules & Procedures and Code of Conduct Resolution 2001-44
- Official Decal for Car
- Town Pin
- Town Fact Card
- Website Information & Bio Form Copy to Web. Admin.
- South Carolina Home Rule Act of 1975
- Forms of Government & Roles of Officials Slides
- Reimbursement Form
- Meeting Affidavit
- MASC: Handbook for Municipal Officials in South Carolina
- MASC: Municipal Elected Officials Institute
- MASC: Affiliate Associations
- MASC: How to Conduct Effective Meetings
- MASC: Raising Hometown Voices to a New Level of Influence
- MASC: Current Legislative Review
- MASC: Legislative Agenda Process
- MASC: Legislative Tracking System
- Beaufort County Legislative Delegation Contact Information
- Town Website Helpful Links
- Freedom of Information Act Booklet
- State Ethics Code Information
- Robert's Rules "in brief"
- Mayor & Town Council Contacts (Internal Use Only)
- Staff Directory
- Municipal Directory
- Municipal Code
- Land Management Ordinance
- Strategic Plan
- Comprehensive Plan



COUNTY COUNCIL OF BEAUFORT COUNTY
Assistant County Administrator for Public Safety
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Office (843) 255-5171 e-mail philipf@bcgov.net

June 16, 2022

To: Marc Orlando, Town Manager, Town of Hilton Head
From: Philip A. Foot CJM, Assistant County Administrator for Public Safety Division
Cc: Brittany Ward, Deputy County Attorney
RE: Text Amendments for Beaufort County Animal Control Ordinances

Dear Mr. Orlando,

Beaufort County made text amendments to the Animal Control Ordinances. The Town of Hilton Head has adopted our ordinances in the past to allow Beaufort County Animal Service Officers the authority to enforce them within the municipality. Beaufort County Council adopted our recent text amendments on third reading at their April 11, 2022 meeting.

I have provided a copy of the text amendments as adopted with strikethroughs to make reviewing the changes easier. I have also provided a link to our Municode posted ordinances for the Animal Control Chapter 14, Article II, as amended.

https://library.municode.com/sc/beaufort_county/codes/code_of_ordinances?nodeId=PTIGEOR_CH14AN_ARTIIANCO

Both our legal department along with our Animal Services Director will be happy to attend any town meeting to answer questions about the amendments if need. Please advise when the text amendments will be on the Town Council Agenda and we can attend.

Respectfully,

Philip A. Foot, CJM

Assistant County Administrator for Public Safety

Beaufort County, South Carolina



BEAUFORT COUNTY COUNCIL AGENDA ITEM S

UMMARY

ITEM TITLE:
Text Amendments to Chapter 14, Article II: Animal Control Ordinances
MEETING NAME AND DATE:
Community Services Committee 03/07/2022 02:00 PM
PRESENTER INFORMATION:
Brittany Ward, Deputy County Attorney (Presenting) & Tallulah McGee, Director of Animal Services (Co-Presenting) 15 Minutes
ITEM BACKGROUND:
First time being brought forward
PROJECT / ITEM NARRATIVE:
Numerous proposed changes to Chapter 14’s Animal Control Ordinances. (See Backup Material)
FISCAL IMPACT:
No Physical or Financial Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval of Text Amendments
OPTIONS FOR COUNCIL MOTION:
Move forward to Council for First Reading

2022 / _____

AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS

WHEREAS, Beaufort County (“County”) established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

WHEREAS, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

WHEREAS, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Court

ARTICLE II. - ANIMAL CONTROL^[2]

Sec. 14-27. - Definitions.

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

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

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

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

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

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

County Administrator shall mean the individual in the said position or its assignee or designee.

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

Dub shall mean to trim or remove.

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

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

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

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

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

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

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

Owner shall mean any person who:

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

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

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

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

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

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

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

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

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

~~*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. ~~when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~~~

Sec. 14-28. - County pet license; rabies vaccination tags.

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

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

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
 - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
- (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
- Be spayed or neutered.
 - Microchipped.
 - Pay the appropriate one-time fee per the published fee schedule.
- (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
- Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

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

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
- The restricted dog is less than four months of age;
 - A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
 - The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
- (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.

- (2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~
- (3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
- (4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.
If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.
- ~~(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

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

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

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
- (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
 - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
 - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
 - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

Sec. 14-32. - Dangerous animals.

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
 - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
 - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
 - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
 - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
 - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
 - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
 - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of section paragraph (3) of this section, ~~paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
 - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:
 - a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
 - ~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

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

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

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

- ~~e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~

- (4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

- a. *Insurance Requirement.* Owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:

- i. animal must be specifically referred to by name and description;
- ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and
- iii. may not contain exceptions related to animal bites or injuries to third parties.

- b. *Notice of Dangerous Animal.* No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.

- c. *Registration and License.* The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

- ~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-33. - Running at large.

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

1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
2. For purposes of this Section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.

3. For purposes of this Section, the term “under restraint” is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

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

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

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

~~(e) (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

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

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

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

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
- (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

- (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
 - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
 - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
 - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
 - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
- (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
- ~~(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
- ~~(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

Sec. 14-35. - Animal cruelty and neglect.

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, ~~and~~ or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.
- (1) Abandonment During Named Storm. It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a

tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
 - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

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

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

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

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

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) ~~[Euthanasia.]~~ Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

Sec. 14-38. - Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 14-39. - Redemption.

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
- (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.
 - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
 - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

Sec. 14-40. - Adoption.

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

Sec. 14-41. - Trapping.

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

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

(a) *Definitions.*

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

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

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

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

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

Nuisance means disturbing the peace by:

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

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

TNR means trap, neuter/spay and release.

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

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

Sec. 14-43. - Livestock.

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

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

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined

as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
 - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
 - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
 - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
 - (4) A team mascot for a university or educational facility.

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

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

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 14-46. - Interference with a BCAS officer.

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

Sec. 14-47. - Enforcement and penalties.

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(1) *Liability to Person Bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:

- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
- ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) *Habitual Violators.* In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

- ~~(e)~~ (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory

spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. Animal cruelty charges and Dangerous dog determinations are not violations subject to administrative citations.

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

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
 - a. Date, location and approximate time of the infraction;
 - b. The ordinance violated and a brief description of the infraction;
 - c. The amount of the administrative penalty imposed for the infraction;
 - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. Instructions on how to appeal the citation; and
 - f. The signature of the animal control officer.

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

- (3) *Service of administrative citation.*
 - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
 - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
 - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
 - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars for a first infraction;
 - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
 - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
 - i. A brief statement setting forth the appellant's interest in the proceedings;
 - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. The notice of appeal must be signed by the appellant;
 - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
 - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
 - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
 - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.



TOWN OF HILTON HEAD ISLAND

Memo

TO: Community Services & Public Safety Committee
FROM: Missy Luick, *Community Planning Manager*
CC: Lavon Stevens, Chair, *Gullah-Geechee Land & Cultural Preservation Task Force*
VIA: Shawn Colin, AICP, *Assistant Town Manager – Community Development*
DATE: July 11, 2022
SUBJECT: Gullah History and Cultural Education Program for Town Employees and Officials

Recommendation: That the Community Services Public Safety Committee review the proposed Gullah History and Cultural Education Program for Town Employees and Officials and forward a recommendation to Town Council to approve a Resolution in support of the program.

Summary: Staff has drafted a program to provide Town employees and officials with an understanding of Hilton Head Island’s Gullah history and culture. The program will consist of an hour-long orientation program and quarterly events and presentations for ongoing education and enrichment. The program was reviewed and recommended for implementation by the Gullah-Geechee Land & Cultural Preservation Task Force on July 11, 2022. The Task Force requested that the education program be first presented to the Gullah-Geechee Land & Cultural Preservation Task Force prior to implementation to Town employees and officials which will be incorporated into program roll out.

If Town Council approves the program, staff will implement the program with initial events targeted for the fourth quarter of 2022.

Background: In 2019, Town Council approved 16 Top Priority Projects from the *Gullah Geechee Preservation Project Report* that were identified by the Gullah Geechee Land & Cultural Preservation Task Force. This program aligns with Recommendation CP-7, “To establish a program to educate Town officials, area schoolteachers, and others on Gullah culture so that they can better understand the culture and more effectively interact with the Island’s Gullah Citizens.”

Attachment:

- A. Gullah History and Cultural Education Program for Town Staff and Officials
 - B. Resolution
-



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program

For Town Employees and Officials

Program Purpose and Description

The purpose of this program is to provide Town of Hilton Head Island employees and officials with an understanding of Hilton Head Island's Gullah history and culture to establish effective communication and service.

The program will consist of an hour-long orientation program, and quarterly events and presentations for ongoing education and enrichment. This program aligns with recommendation CP-7 of the Gullah Geechee Culture Preservation Project Report, which is to, "Establish a program to educate Town officials, area schoolteachers, and others on Gullah culture so that they can better understand the culture and more effectively interact with the Island's Gullah citizens."

Gullah History and Culture Orientation Program

Target Start: 4th Quarter 2022

This introductory program will focus on Gullah history, culture, land use challenges, and policy amendments for Gullah landowners. The program contents will be developed with assistance from community historians Dr. Emory Campbell and Dr. Louise Cohen, as recommended by the Gullah Task Force. The presentation will include audiovisual and interactive elements to engage the audience. Program participants will receive a list of recommended resources for further information.

The one-hour program will be presented quarterly by the Historic Neighborhoods Preservation Administrator. As the program is refined, staff will create a video of the presentation, which will be available to those who cannot attend in person.

Topics of Focus

- Settlement of Gullah People on Hilton Head Island
Participants will learn about the importance of comparing United States coastal area with West African geography, specific skills of West Africans that led to a thriving South Carolina economy, the Gullah Heritage Corridor, and the Freedmen Settlement of Mitchelville.
- Economic Activities
Participants will learn about past and present Gullah economic activities and economic contributions to the region. Past activities such as fishing, shrimping, quilting, agriculture, and current activities such as operating local businesses are some of the economic activities that will be discussed and celebrated.



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program For Town Employees and Officials

- Gullah Culture
Participants will learn about the Gullah cultural connection with the land. Cultural topics that are still celebrated include language, music, spiritual ties, arts and crafts, and local delicacies.
- Settlement into Fourteen Historic Communities on Hilton Head Island
Participants will learn how overall Gullah-owned land was acquired, where the Native Islanders settled on Hilton Head Island and the unique aspects of each neighborhood, small businesses established for economic-sustainability, the challenges to retaining Gullah-owned property, and the remaining acreage of Gullah-owned property on Hilton Head Island.
- Challenges to Native Island Land Retention and Sustainability
Participants will learn about the construction of the bridge in 1956, impacts to Gullah property owners with the incorporation of the Town of Hilton Head Island, the influx of development, establishment of a limited-services government, and the loss of Native Island properties.
- Proposed Public Policy Initiatives for Historic Neighborhoods
Participants will learn about the Gullah Geechee Land & Cultural Preservation Task Force, the Gullah Geechee Culture Preservation Project Report, and the Gullah Preservation Initiatives for property protection and cultural preservation. Participants will learn about the policies that have been implemented and their efficacy in resolving challenges that impact the Gullah Community. Policy initiatives include establishing Family Compound and Family Subdivision development options, creating the Family Heritage Research Project, establishing a community education program for Gullah residents, establishing addressing change notification protocol for properties in the Historic Neighborhoods, and establishing connections with other resources that aid the Gullah community.

Ongoing Education and Enrichment Events

Target Start: 4th Quarter 2022

A tour or presentation will be offered at least once a quarter. These events will be scheduled and promoted well in advance to allow as much participation as possible. Presentations will be recorded for those unable to attend in person. Staff will develop additional opportunities such as seasonal or special events and to address emerging topics such as changes to the Land Management Ordinance.



TOWN OF HILTON HEAD ISLAND

Gullah History and Cultural Education Program

For Town Employees and Officials

Proposed Tours and Presentations

- Explore Mitchelville
Participants will tour the Historic Mitchelville Freedom Park and learn about the First Settlement for Freedmen in the United States.

- Visit the Gullah Museum
Participants will tour the Gullah Museum and attend a lecture by Dr. Louise Cohen, Historian and Gullah Museum founder, on being raised in the Gullah culture on Hilton Head Island.

- Take a Gullah Heritage Mobile Tour
Participants will attend the Gullah Heritage mobile tour and learn about the history and culture of Gullah people on Hilton Head Island, Gullah Families, Gullah neighborhoods, and historical areas such as the one-room schoolhouse and the first Freedman's Village.

RESOLUTION 2022-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE IMPLEMENTATION OF THE GULLAH HISTORY AND CULTURAL EDUCATION PROGRAM FOR TOWN EMPLOYEES AND OFFICIALS.

WHEREAS, in September 2019, the Town Council accepted the Gullah Geechee Culture Preservation Project Report, which included 35 recommendations, and the Gullah Task Force’s two additional recommendations; and

WHEREAS, in November 2019, Town Council voted to accept the framework for 16 Top Priority Recommendations; and

WHEREAS, one of the 16 Top Priority Recommendations included a project to educate Town officials and employees (CP-7) which was described as establishment of a program to educate Town officials and employees on Gullah culture so they can better understand the culture and more effectively interact with the Island’s Gullah citizens; and

WHEREAS, the purpose the education program is to improve the relationship between Town staff and public officials and the Gullah Community based on a mutual understanding of the Gullah culture and perspective; and

WHEREAS, the program consists of an initial orientation training with ongoing educational opportunities and enrichment events. The initial orientation training focuses on the settlement of Gullah people, Gullah culture, the settlement of the 14 Historic Neighborhoods, challenges to Native Island land retention and sustainability, and public policy initiatives for Historic Neighborhoods; and

WHEREAS, this program aligns with Our Plan Inclusive Tactic 2.4.1 to establish a program to help better educate Town officials and staff on Gullah culture so they can better understand the culture and more effectively interact with the Island’s Gullah citizens per the Town’s Gullah Geechee Culture Preservation Project Report; and

WHEREAS, on July 11, 2022, the Gullah Geechee Land & Cultural Preservation Task Force reviewed the Gullah History and Cultural Education Program for Town Employees and Officials and recommended it for implementation; and

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

1. The Mayor and Town Manager are hereby authorized to take such steps as may be necessary to implement the Gullah History and Cultural Education Program for Town Employees and Officials.

**MOVED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF
HILTON HEAD ISLAND ON THIS _____ DAY OF _____, 2022.**

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____