



Town of Hilton Head Island
TOWN COUNCIL MEETING
Tuesday, October 4, 2022, 3:00 PM
AGENDA

The Town Council 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. **Pledge to the Flag**
5. **Invocation - Pastor Brett Myers, First Baptist Church**
6. **Approval of the Minutes**
 - a. [Regular Meeting - August 16, 2022](#)
 - b. [Special Meeting - September 6, 2022](#)
 - c. [Strategic Plan Workshop - September 8, 2022](#)
7. **Report of the Town Manager**
 - a. Items of Interest
 - b. [Historic Mitchelville Freedom Park Biannual Update - Ahmad Ward, Executive Director, Mitchelville Preservation Project](#)
8. **Reports of the Members of the Town Council**
 - a. General Reports from Town Council
 - b. Report of the Community Services & Public Safety Committee - Councilman Harkins
 - c. Report of the Public Planning Committee - Councilman Ames
 - d. Report of the Finance & Administrative Committee - Councilman Lennox
9. **Appearance by Citizens** Citizens who wish to address Town Council may do so by contacting the Town Clerk at 843.341.4701 no later than 12:00 p.m. the day of the meeting. Citizens may also submit comments on agenda items via the eCommen portal at [Town Council Meeting Information](#).

10. Consent Agenda

- a. Second Reading of Proposed Ordinance 2022-17 to Repeal and Replace Chapter 1 of Title 17 of the Municipal Code of the Town of Hilton Head Island, Related to the Town's Adoption by Reference of Beaufort County Ordinance Chapter 14, Article II, Animal Control
- b. Second Reading of Proposed Ordinance 2022-16 of the Town of Hilton Head Island, Authorizing the Granting of Easements Encumbering Town-Owned Property to the Broad Creek Public Service District for an Aquifer Storage and Recovery Facility in the Palmetto Dunes Area

11. Unfinished Business

- a. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution of a Revised Memorandum of Understanding with Beaufort County Outlining the Critical Path of the William Hilton Parkway Gateway Corridor Project Including an Independent End-to-End Analysis and Simulation of the Corridor

12. New Business

- a. Consideration of a Resolution of the Town of Hilton Head Island Authorizing the Execution of an Agreement with Mauldin and Jenkins, LLC for Financial Audit Services for the Fiscal Years Ending June 30, 2023 through 2027
- b. First Reading of Proposed Ordinance 2022-19 Amending Section 2-11-40(a) of the Municipal Code for the Town of Hilton Head Island; Town Council Appointment of a Town Attorney to Align with the Town's Fiscal Calendar

13. Executive Session

- a. Discussion of Personnel Matters Related to the Appointment of a Member of Town Council as an Ex Officio Member and New Member to the Island Recreation Association Board [pursuant to SC Freedom of Information Act Section 30-4-70(a)(1)]
- b. Discussion of Negotiations Incident to the Proposed Sale or Purchase of Property [pursuant to SC Freedom of Information Act Sec 30-4-70(a)(2)] in the Bradley Circle Area
- c. Receipt of Legal Advice from the Town Attorney on Matters Covered Under Attorney-Client Privilege [pursuant to SC Freedom of Information Act Section 30-4-70(a)(2)] Related to: Mount Calvary Missionary Baptist Church of Hilton Head Island, et al vs. Town of Hilton Head Island, et al

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

15. Adjournment



Town of Hilton Head Island
TOWN COUNCIL MEETING
Tuesday, August 16, 2022, 3:00 p.m.
MINUTES

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

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*; Angie Stone, *Assistant Town Manager*; Shawn Colin, *Assistant Town Manager-Community Development*; Ben Brown, *Senior Advisor to the Town Manager*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Jeff Buckalew, *Town Engineer*; Missy Luick, *Community Program Manager*; Krista Wiedmeyer, *Town Clerk*

1. Call to Order

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

- 2. FOIA Compliance** Public notification of the 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

Attendance of Town Council was confirmed by way of a roll call.

4. Pledge to the Flag

5. Invocation – Pastor Jeff Dorth – Island Lutheran Church

Pastor Dorth delivered the invocation.

6. Approval of the Minutes

- a. Regular Meeting – July 19, 2022

Mrs. Becker moved to approve the minutes. Mr. Stanford seconded. The motion carried 7-0.

7. Report of the Town Manager

- a. Items of Interest

Mr. Orlando reported on many items of interest, one noted one was the reminder of the Strategic Action Plan Workshop on September 8, 2022 at the Westin.

- b. Board of Zoning Appeals Biannual Report – Patsy Brison, Chair

Ms. Brison delivered the biannual report of the Board of Zoning Appeals to Town Council. Before completing her report, she thanked Town staff for their support and knowledge.

- c. Town of Hilton Head Island Communications Quarterly Report – Angie Stone, Assistant Town Manager

Ms. Stone reviewed and discussed Town's Communications Quarterly Report. Upon the conclusion of her report, she answered questions posed to her from Town Council.

8. Reports of the Town Council

a. General Reports from Town Council

Mrs. Becker reported that they hear about a lot of bad news in the world today and a lot of controversial things too. She said now and again, she gets the opportunity to out and see the Island with her grandkids and wanted to say that Hilton Head is an amazing place! She said when you get a chance to slow down and look around everyone will realize what an amazing place the Island is.

b. Report of the Lowcountry Area Transportation Study – Councilman Stanford

Mr. Stanford state he did not have a report.

c. Report of the Lowcountry Council of Governments – Councilwoman Becker

Mrs. Becker state she did not have a report.

d. Report of the Southern Lowcountry Regional Board – Councilman Lennox

Mr. Lennox reported that the Board met on June 28th and the sole agenda item was the discussion of the Reginal Housing Trust Fund. He said they are waiting to receive a proposal from Beaufort County as well as a memorandum of understanding. Mr. Lennox said they are not ready to move forward until a clear definition of the benefits to the Island have been identified.

e. Report of the Community Services & Public Safety Committee – Councilman Harkins

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

f. Report of the Public Planning Committee – Councilman Ames

Mr. Ames stated that there is not a scheduled meeting in July, but that the Committee is scheduled to meet on Thursday, August 4th. He reported that there would be several items on the agenda for the Committee to consider.

g. Report of the Finance & Administrative Committee – Councilman Lennox

Mr. Lennox reported that the Committee met earlier in the day where they advanced two matters forward to the next Town Council meeting. The first was on the Beaufort-Jasper Counties Regional Housing Trust Fund and Mr. Troyer delivered a report on the Town's financials.

9. Proclamations/Commendations

a. Presentation of the Shark Week Proclamation to USCB Hilton Head

Mayor McCann presented the Shark Week Proclamation to Dr. Ponder, University Advancement with USCB.

10. Appearance by Citizens

Lavon Stevens and Martin Lesch: addressed Town Council on matters concerning the hiring of the new Director of the Office of Cultural Affairs.

Diedrik Advocaat and Steve Baer: addressed Town Council on matters concerning the William Hilton Parkway Gateway Corridor Project.

Lynn Greeley and Skip Hoagland: addressed Town Council on matters concerning the Town and Chamber finances.

11. Unfinished Business

- a. Second Reading of Proposed Ordinance 2022-08 Amending Sections 12-1-110 and 12-1-511 of the Municipal Code for the Town of Hilton Head Island, South Carolina regarding e-Bike Regulations

Mr. Harkins moved to approve. Mr. Stanford seconded. Town Council discussed this matter and what the next steps will be for implementation of the ordinance. Many members of the community addressed Town Council, most all supporting Town Council's action. With no further discussion, the motion carried 6-1, Mrs. Becker opposing.

12. New Business

- a. Consideration of a Resolution Approving the Five-Year Consolidated (2020-2024) Substantial Amendment as Required by the U.S. Department of Housing and Urban Development (HUD) for Participation in the Community Development Block Grant (CDBG) Entitlement Program

Ms. Benson addressed Town Council reviewing this item. Before concluding, she answered questions posed to her from Town Council. Mr. Harkins moved to approve. Mr. Stanford seconded. The motion carried 7-0.

- b. Consideration of a Resolution of the Town of Hilton Head Island, Authorizing the Execution of a Memorandum of Understanding with Beaufort County Outlining the Critical Path of the William Hilton Parkway Gateway Corridor Project Including an Independent End-to-End Analysis and Simulation of the Corridor

Mr. Colin delivered a presentation to Town Council on the proposed Memorandum of Understanding ("MOU") being considered. He said that the recommendation is for Town Council to approve and forward the MOU to Beaufort County for consideration. Several members of the community address Town Council showing their support for taking this step. Mr. Orlando also addressed Town Council answering questions about the timeline for moving this and other projects forward. Mr. Harkins moved to approve. Mr. Stanford seconded. With no further discussion, the motion carried 7-0.

13. Executive Session

At 5:45 p.m., Mr. Harkins moved for Town Council to enter Executive Session for those matters referenced on the agenda. Mr. Stanford seconded. Motion carried 7-0.

14. Possible Actions by Town Council Concerning Matters Discussed in Executive Session

Mr. Harkins moved to appoint W. Thomas Parker, Jr. to the Design Review Board to fill a vacancy to complete the term ending June 30, 2024. Mr. Stanford seconded. The motion carried 7-0.

Mr. Harkins moved to approve a Resolution of the Town of Hilton Head Island supporting the request from Hilton Head Number 1 Public Service District's for a proposed Aquifer Storage and Recovery Well on a portion of Town-Owned property. Mr. Stanford seconded. The motion carried 7-0.

Mr. Harkins moved to approve a Resolution of the Town of Hilton Head Island supporting the request from the Broad Creek Public Service District for a proposed Aquifer Storage and Recovery Well on a portion of Town-Owned property. Mr. Stanford seconded. The motion carried 7-0.

Mr. Harkins moved to approve a Resolution of the Town of Hilton Head Island supporting the Hilton Head Number 1 Public Service District's request for Town-Owned property on Jenkins Island for a well to complete a reverse osmosis plant. Mr. Stanford seconded. The motion carried 7-0.

Mr. Harkins moved to approve a Resolution of the Town of Hilton Head Island authorizing the Town to enter into a nonbinding purchase agreement for the acquisition of 2 parcels for a total of 1.85 acres of property located at 82 Baygall Road for the purchase price of \$550,000. Mr. Stanford seconded. The motion carried 7-0.

15. Adjournment

Town Council voted unanimously adjourned the meeting at 7:09 p.m.

Approved: October 4, 2022

Krista M. Wiedmeyer, Town Clerk

John J. McCann, Mayor



Town of Hilton Head Island
TOWN COUNCIL SPECIAL MEETING
Tuesday, September 6, 2022, 9:00 a.m.
MINUTES

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

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*; Angie Stone, *Assistant Town Manager*; Shawn Colin, *Assistant Town Manager-Community Development*; Ben Brown, *Senior Advisor to the Town Manager*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Jeff Buckalew, *Town Engineer*; Missy Luick, *Community Program Manager*; Cindaia Ervin, *Town Clerk*

1. Call to Order

Mayor McCann called the meeting to order at 9:00 a.m.

2. FOIA Compliance Public notification of the 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

Attendance of Town Council was confirmed by way of a roll call.

4. Pledge to the Flag

5. Discussion of Affordable and Workforce Housing Objectives

Mayor McCann asked Mr. Colin to come to the podium to address Town Council on what steps have been put into place. Mr. Colin reviewed what the processes have been approved for implementation from Town Council. Town Council continued their discussion on this matter, noting this is a very high priority item and must be addressed. Mr. Orlando stated that he would make sure this item was elevated on the priorities and would be discussed at the upcoming Town Council Workshop.

6. Appearance by Citizens

Pastor June Wilkes, Brenda Dooley, Courtney Hanson, Cooper Mooney, Kathy McClellan, Barbara Edwards, Lewis Johnson, Alan Perry, Kim Likins, Allan Meleda, Blane Lotz, Henry Brown, and other citizens from the community: addressed Town Council concerning the eviction or proposed eviction of those residents at the Chimney Cove community. They talked about various other strategies for the Town to consider concerning Workforce Housing on Hilton Head Island.

7. Adjournment

Town Council voted unanimously adjourned the meeting at 11:08 p.m.

Approved: October 4, 2022

Krista M. Wiedmeyer, Town Clerk

John J. McCann, Mayor



Town of Hilton Head Island
**TOWN COUNCIL STRATEGIC PLAN
WORKSHOP**
Tuesday, September 8, 2022, 9:00 a.m.
MINUTES

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

Present from Town Staff: Marc Orlando, *Town Manager*; Josh Gruber, *Deputy Town Manager*; Angie Stone, *Assistant Town Manager*; Shawn Colin, *Assistant Town Manager-Community Development*; Ben Brown, *Senior Advisor to the Town Manager*; Brad Tadlock, *Fire Chief*; John Troyer, *Finance Director*; Jennifer Ray, *Capital Program Manager*, Chris Blankenship, *Deputy Fire Chief*, Joheida Fister, *Deputy Fire Chief*, Lisa Stauffer, *Director of Human Resources*, Carolyn Grant, *Communications Director*, Kelly Spinella, *Communications & Marketing Administrator*, Bob Bromage, *Director of Public Safety*, Mac Deford, *General Counsel*, Krista Wiedmeyer, *Town Clerk*

1. Call to Order

Mayor McCann called the meeting to order at 9:00 a.m.

2. FOIA Compliance Public notification of the 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

Attendance of Town Council was confirmed by way of a roll call.

4. Appearance by Citizens

Frank Babel: addressed Town Council on three items; improving the vehicular flow on the Island, productivity and less initiatives, and improvement to the pathways.

Mike Meleka: addressed Town Council requesting the installation of new pickleball courts for citizens to use.

Jane Joseph: addressed Town Council with her concerns about the hiring of a new Director of Cultural Affairs. She reported on some options for creating cultural districts and affordable housing for artists.

Risa Prince: addressed Town Council with her concerns of the elected body not representing their citizens. She went on to talk about the William Hilton Gateway Corridor Project as an example of the citizens of Hilton Head Island not being represented.

5. Town of Hilton Head Island Strategic Action Plan Mid-Year Update

Mr. Orlando reviewed the Strategic Action Plan Mid-Year Update, delivering a presentation and answering questions posed to him by Town Council.

6. Adjournment

Town Council voted unanimously adjourned the meeting at 3:01 p.m.

Approved: October 4, 2022

Krista M. Wiedmeyer, Town Clerk

John J. McCann, Mayor



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Missy Luick, *Community Planning Manager*
VIA: Shawn Colin, AICP, *Assistant Town Manager – Community Development*
CC: Marc Orlando, *Town Manager*
DATE: September 21, 2022
SUBJECT: Historic Mitchelville Freedom Park Update

RECOMMENDATION:

Review the report and presentation provided by Ahmad Ward, Executive Director, Historic Mitchelville Freedom Park, which provides updated information about programs and activities at their facility.

BACKGROUND:

The Town of Hilton Head Island and Historic Mitchelville Freedom Park, LLC (Mitchelville) entered into a Lease Agreement and Memorandum of Understanding on April 18, 2017, for property located on Beach City Road, referred to as Historic Mitchelville Freedom Park.

SUMMARY:

The presentation includes Mitchelville's partnership with the Smithsonian National Museum of American History, upcoming Annual Forum (160-year anniversary), education program, Juneteenth participation, archaeological efforts, and funding strategies.

ATTACHMENTS:

1. Historic Mitchelville Freedom Park Report
2. Historic Mitchelville Freedom Park Presentation



Historic Mitchelville Freedom Park Report – October 2022

- The Smithsonian National Museum of American History is developing an exhibition on Gullah-Geechee culture that is set to open in Fall 2024. Planning for the exhibition is in its early stages and the lead curators hosted a community meeting on Hilton Head Island to get input on key aspects of the exhibit. The meeting was organized in partnership with Historic Mitchelville Freedom Park and took place at the **University of South Carolina Beaufort on Thursday, July 21 at 6pm**. In the meeting the lead curators gave a presentation on the current vision for the exhibition and community members were able to ask questions, provide feedback, and share any thoughts they have.
- Lesson plans developed for Historic Mitchelville by South Carolina teachers will be uploaded to the website in **September 2022**.
- Our Anniversary Forum that will take place at the USCB Hilton Head campus from 9:00 am to 3:00 pm on **October 29, 2022**. This one-day session will highlight the 160 years of Mitchelville with the connection of the waterways as the governing theme. Registration is open and tickets are **\$30** for the forum.
- WLA Studio is working on a revision of the “Freedom Plaza” section of the Master Plan to accommodate the discovery of the Brick Hearth in the Park.
- HMFP is in negotiation with Katie Seeber through her organization, New South Archaeology, to conduct an archaeological survey with geophysical research in the new parcel areas we picked up from the Town and County. We should receive a proposal in early September and the project will be funded by the proceeds from the Blues and BBQ fundraiser.
- HMFP is currently working on several national funding opportunities that will help to raise the funds necessary to transform the Park into a cultural attraction. HMFP is

excited about the approval of the State of South Carolina Budget that contains Mitchelville funding totaling \$1.2 Million for infrastructure, ghosted structures, church reflection area and wayfinding. We expect this work to start before the end of this calendar year in the Park. WLA Studio is already in conversation with civil engineers on the best way to proceed. This funding gives us extra leverage as we have these national conversations.



Historic Mitchelville Freedom Park

Town of Hilton Head Island Council Meeting Presentation

October 4, 2022

We are proud to have partnered with Smithsonian National Museum of American History to host the Hilton Head Island community to give feedback on an exhibition on Gullah-Geechee culture that is set to open in Fall 2024!

Feedback Form

Form to provide feedback on the Lowcountry Exhibit & Project as well as to present your ideas.

Lowcountry Exhibit & Project



Vision: This exhibit and larger project will foreground vibrant cultures of the environment of the South Carolina and Georgia Lowcountry.





SAVE THE DATE

Historic Mitchelville Freedom Park Celebrates

160 YEARS



THE ANNUAL FORUM

OCTOBER 29, 2022

AT THE

USCB -HILTON HEAD ISLAND CAMPUS

THE HISTORY OF MITCHELVILLE, SC

THE HISTORY OF MITCHELVILLE, SC

PHOTOS

TARGET LEVEL:
This lesson is designed for upper elementary level social studies.

STANDARD INDICATORS:
Standard 3.1: Use maps and globes to categorize places and regions by their human and physical conditions.

3.1.2.AG
Locate the world's four hemispheres (i.e., northern, southern, eastern, and western) by using the major components of latitude and longitude (i.e., the Equator, the Prime Meridian, lines of latitude (i.e., parallels), lines of longitude (i.e., meridians), and the International Date Line).

Standard 5: Demonstrate an understanding of the contributions different groups made to impact the economic, political, and social developments during Reconstruction of the United States and South Carolina in the period of 1860-1880.

4.5.CC
Identify and evaluate the impact of economic, political, and social events on the African American experience throughout Reconstruction.

4.5.CX
Contextualize the economic, labor, political, and social conditions in South Carolina during the period of Reconstruction.

ESSENTIAL QUESTIONS:

1. Describe the location of Mitchelville using geographical references; latitude, longitude, hemisphere and ocean.
2. How did the enslaved people of Mitchelville become free before slavery was abolished?
3. What is the history of Mitchelville's church?

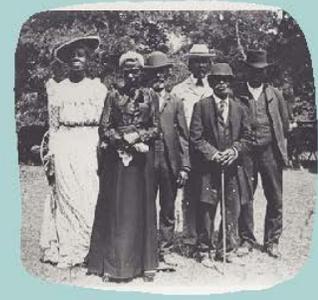
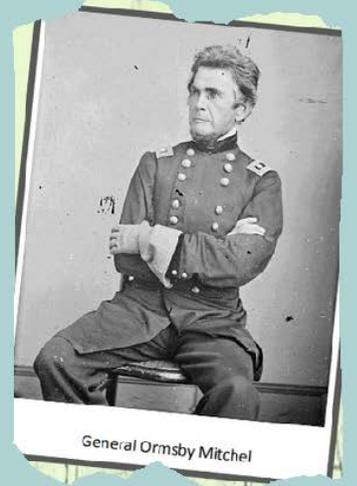
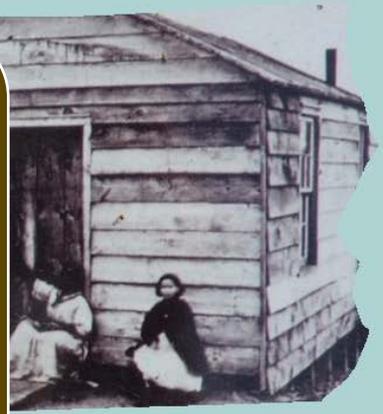
SOURCES NEEDED:

- Lesson Text-The History of Mitchelville, Grades 3, 4, 5 (National Geographic)
- Mitchelville Historical Society
- Mitchelville Geographic Words

VIDEOS:

- Historic Mitchelville: A Part of Reconstruction
- Anything but Black: The Story of Freedom Park
- Historic Mitchelville Island, SC
- The Untold Story of the Lowcountry Gullah

Lesson plans developed for Historic Mitchelville by South Carolina teachers are available on exploremitchelville.org.





This year's Juneteenth Celebration brought 1,346 people from 10 different states to Historic Mitchelville Freedom Park





HMFP is in negotiation with Katie Seeber through her organization, New South Archaeology, to conduct an archaeological survey with geophysical research in the new parcel areas we picked up from the Town and County.

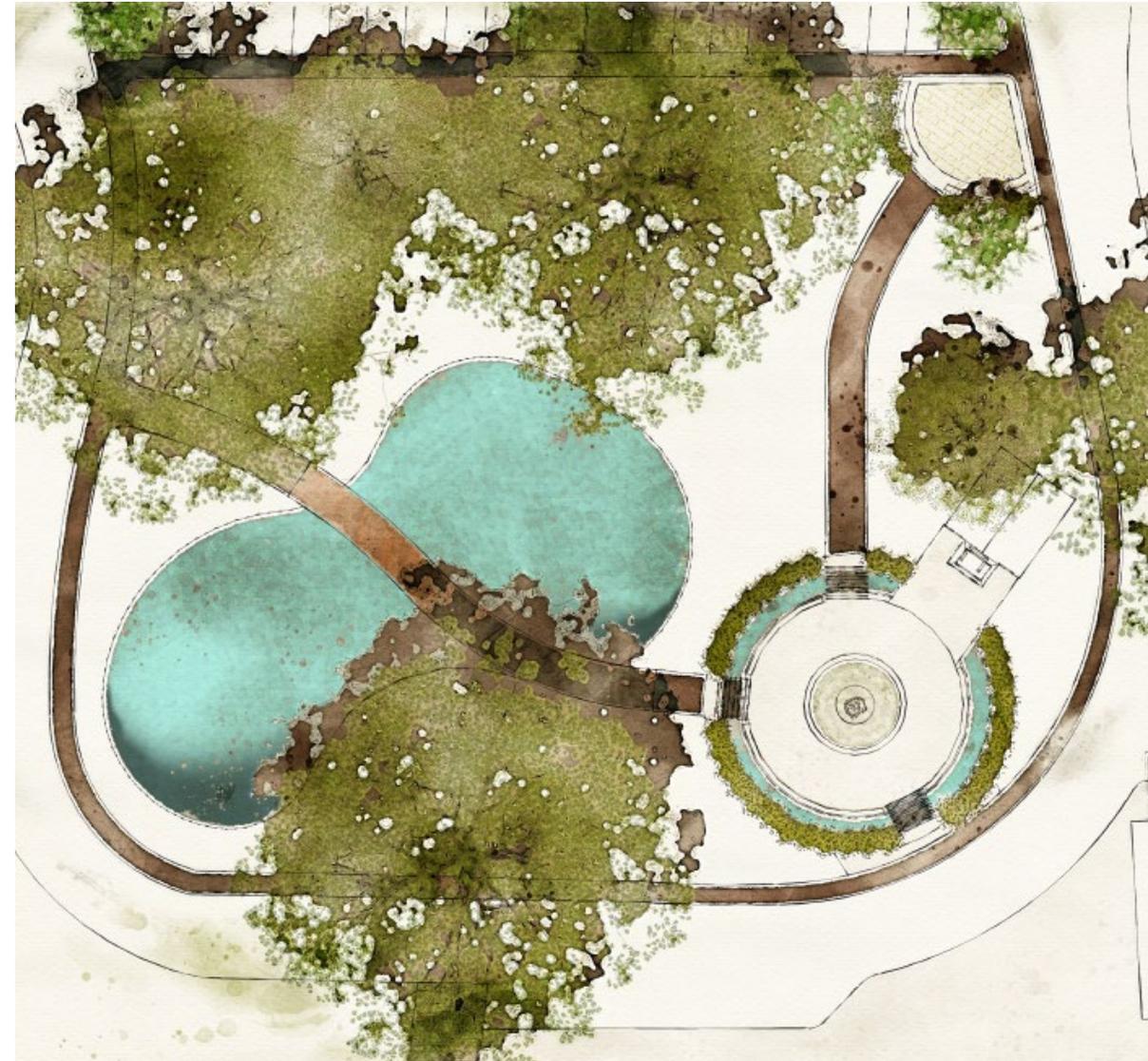
We should receive a proposal in October and the project will be funded by the proceeds from the Blues and BBQ fundraiser.

HISTORIC MITCHELVILLE FREEDOM PARK

Interpretive Site Plan

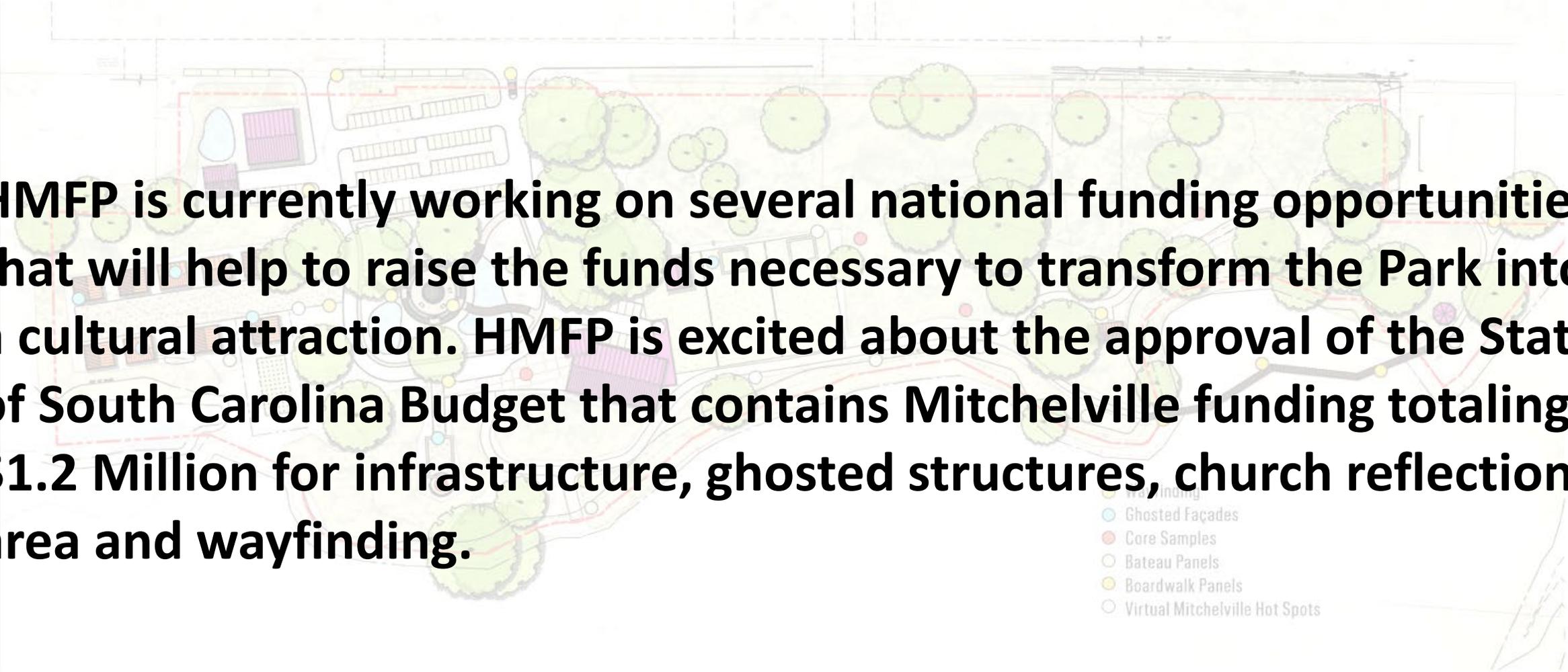


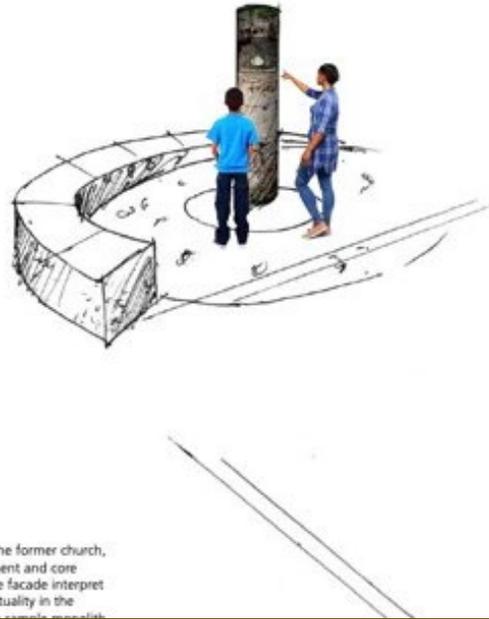
WLA Studio is working on a revision of the “Freedom Plaza” section of the Master Plan to accommodate the discovery of the Brick Hearth in the Park.



Upcoming Advancements for the Park and Funding

HMFP is currently working on several national funding opportunities that will help to raise the funds necessary to transform the Park into a cultural attraction. HMFP is excited about the approval of the State of South Carolina Budget that contains Mitchelville funding totaling \$1.2 Million for infrastructure, ghosted structures, church reflection area and wayfinding.

- 
- The background image is a detailed landscape architectural plan of a park. It shows various features such as buildings, trees, paths, and water features. A legend in the bottom right corner identifies several key elements:
- Wayfinding
 - Ghosted Façades
 - Core Samples
 - Bateau Panels
 - Boardwalk Panels
 - Virtual Mitchelville Hot Spots



IAIC INTERPRETATION
contemplative space on the site of the former church,
is a ghosted facade interpretive element and core
in plaza. Graphics on the front of the facade interpret
on of the church and the role of spirituality in the

We expect this work to start before the end of this calendar year in the Park. WLA Studio is already in conversation with civil engineers on the best way to proceed. This funding gives us extra leverage as we have these national conversations.



Please visit us:

Web: <http://exploremitchelville.org/>

Facebook: <https://www.facebook.com/mitchelville>

Twitter: <https://twitter.com/mitchelville>

Email: info@exploremitchelville.org
award@exploremitchelville.org

A sunlit forest scene with a path and trees. The image is a soft-focus photograph of a forest path. The sun is shining brightly from the upper center, creating a lens flare and illuminating the scene. The path is a light-colored dirt or gravel path that curves through the forest. The trees are mostly deciduous with green leaves, and their branches are visible against the bright sky. The overall atmosphere is peaceful and natural.

Questions?



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Hilton Head Island Town Council
FROM: Mac Deford, General Counsel
VIA: Joshua Gruber, Deputy Town Manager
CC: Marc Orlando, Town Manager
DATE: October 4, 2022
SUBJECT: Town of Hilton Head Island Animal Control Ordinance Update

RECOMMENDATION:

Town staff presents and recommends that Town Council approves the repeal and replacement of Chapter 1 of Title 17 of the Town Code entitled Animal Control. This recommendation is in response to recent changes to Beaufort County's animal control ordinance.

At its September 20, 2022, meeting, the Town Council unanimously passed first reading of Ordinance No 2022-17 to repeal and replace the Town's Animal Control Ordinance.

Additionally, as discussed at the September 20, 2022 meeting, the Town will work with Beaufort County to prepare an emergency preparedness plan that addresses concerns regarding the relocation of livestock during a natural disaster and a corresponding communications plan regarding these resources.

BACKGROUND:

The Beaufort County Sheriff's Office provides law enforcement and animal control services within the Town through an intergovernmental agreement. In January 2016, the Town Council adopted Beaufort County's animal control ordinance to establish uniformed animal control laws across Beaufort County. Subsequently, Beaufort County made substantial amendments to its animal control ordinance, and the Town's ordinance no longer materially reflects the County ordinance.

As a matter of public concern, the question of whether dogs would be allowed off-leash under the County's amended ordinance was presented to Town staff. After reviewing the County's ordinance and engaging in discussions with the County's legal counsel, Town staff concluded that adoption of the County's amended animal control ordinance would prohibit dogs from running at-large on Hilton Head Island beaches. In response, Town staff drafted the proposed changes to the Town's animal control ordinance that is materially aligned with the County ordinance, with the exception that dogs will continue to be permitted to run at-large in accordance with existing Town Code.

SUMMARY:

Proposed Ordinance No. 2022-17, if adopted on second reading, will maintain an animal control ordinance that is materially uniform with Beaufort County's animal control laws while allowing dog owners to allow their pets off-leash pursuant to the existing Town Code. Staff recommends that Town Council approve and adopt proposed Ordinance No. 2022-17.

ATTACHMENTS:

1. Draft Ordinance 2022-17

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. [X]

PROPOSED ORDINANCE NO. 2022-17

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND TO REPEAL AND REPLACE CHAPTER 1 OF TITLE 17 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA RELATED TO THE TOWN'S ADOPTION BY REFERENCE OF BEAUFORT COUNTY ORDINANCE CHAPTER 14, ARTICLE II ANIMAL CONTROL.

WHEREAS, the Town of Hilton Head Island ("Town") is vested with the authority under state law to enact ordinances and promulgate regulations for the care and control of dogs, cats, and other animals and to prescribe penalties for violations thereof; and

WHEREAS, on January 19, 2016, the Town Council adopted by reference Chapter 14, Article II entitled "Animal Control" (the "Animal Control Ordinance") of the Beaufort County Code of Ordinances to advance the mutual desire to have a consistent animal control ordinances throughout Beaufort County; and

WHEREAS, on April 11, 2022, the Beaufort County Council adopted various amendments to the Animal Control Ordinance; and

WHEREAS, the Town Council now desires to repeal and replace Title 17, Chapter 1 entitled "Animal Control" of the Town's Code of Ordinances to maintain uniformity with respect to animal control regulations throughout Beaufort County; and

WHEREAS, the Town Council has the authority to repeal and replace its Code of Ordinances when deemed to be in the best interest of the citizens of the Town, and now desires to do act with respect to the subject of animal control by enacting the amendments set forth below.

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

Sec. 17-1-111. – Beaufort County Animal Control Ordinance adopted by reference.

Unless otherwise specified in this section, Article II of Chapter 14 of the Beaufort County Code of Ordinances, as amended on April 11, 2022, is adopted by reference as and made a part of this Chapter as fully and completely as if the same were set out herein verbatim, provided, however, that in the event that any part of Article II, Chapter 14 of the Beaufort County Code of Ordinances conflicts with § 8-1-211(8), Municipal Code of The Town of Hilton Head Island, South Carolina (1983), the text of § 8-1-211(8), shall control.

A copy of Article II of Chapter 14 of the Beaufort County Code of Ordinances is on file in the office of the municipal clerk, and is available here.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING. SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2022.

By: _____
John J. McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____, 2022

Second Reading: _____, 2022

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



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 ~~kenel 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

Town Council

TO: Town Council
FROM: Jeff Buckalew, PE, *Town Engineer*
VIA: Shawn Colin, AICP, *Assistant Town Manager – Community Development*
CC: Marc Orlando, ICMA~CM, *Town Manager*
Josh Gruber, JD, MPA, *Deputy Town Manager*
Curtis Coltrane, *Town Attorney*
Scott Fugate, *Interim General Manager Broad Creek PSD*
DATE: September 21, 2022
SUBJECT: Consideration of an Ordinance authorizing the granting of perpetual easements to the Broad Creek Public Service District (PSD) for the access and maintenance of an Aquifer Storage and Recovery (ASR) facility across Town land (Parcel R520 012 000 0019 0000 near 12 Dalmatian Lane) – Second Reading

RECOMMENDATION:

Adopt an ordinance authorizing the granting of perpetual easements to the Broad Creek PSD to construct, access and maintain an Aquifer Storage and Recovery (ASR) facility across Town land (Parcel R520 012 000 0019 0000 near Fire Station 6 at 12 Dalmatian Lane).

BACKGROUND AND SUMMARY:

First reading of the ordinance was unanimously approved by Town Council at their September 20, 2022 meeting. The Broad Creek PSD seeks an area to construct and operate an ASR facility consisting of underground wells and an above ground pump house, with associated underground electric and water lines. The facility shall allow the PSD to recharge, store and recover water to and from an aquifer. This partnership opportunity with the Broad Creek PSD to assist in providing capital investment in infrastructure facilities to ensure future delivery of potable water to Hilton Head Island residents is identified as an environmental sustainability initiative in the Town's Strategic Plan.

There are ten distinct easements being conveyed across the single parcel that provide for the installation, access and maintenance of underground piping, electrical power and control wiring, and the well. The easements are depicted in Exhibit B of the attached Ordinance. The total amount of Town land to be encumbered by these easements is 2.04 acres.

ATTACHMENTS:

1. Proposed Ordinance
2. Easement Plat

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE GRANTING OF EASEMENTS ENCUMBERING REAL ESTATE OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, UNDER THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2022), AND § 2-7-20, *MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA* (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, the Town of Hilton Head Island, South Carolina, owns a parcel of real property described as:

All that certain piece, parcel or tract of land, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and described as “16.87 Acres” on a Plat entitled “Plat of 16.87 Acres, a Portion of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, for Greenwood Development Corporation,” prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers, James M. Sims, S. C. Reg. L. S. 13169, dated December 21, 2000, revised February 13, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 78 at Page 91 (hereafter, the “Town Property”); and,

WHEREAS, Broad Creek Public Service District has requested The Town of Hilton Head Island, South Carolina, grant easements encumbering the Town Property, for the purpose of allowing the Broad Creek Public Service District to build, maintain and operate a facility known as an “ASR Facility” consisting of underground wells and an above ground pump house, with associated underground electric and water lines, for the purpose of aiding the Broad Creek Public Service District in delivering potable water to the general public in its service area; and,

WHEREAS, S. C. Code Ann. § 5-7-40 (Supp. 2022) and § 2-7-20, *Municipal Code of the Town of Hilton Head Island, South Carolina* (1983), require that granting of easements encumbering real property owned by the Town of Hilton Head Island, South

Carolina, be authorized by Ordinance; and,

WHEREAS, the Town Council for The Town of Hilton Head Island, South Carolina, has determined that it is in the best interest of the Town and its citizens and residents to authorize the granting of easements to the Broad Creek Public Service District for the purpose of to building, maintaining and operating the “ASR Facility” described above.

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

Section 1. Execution of Easements.

(a) The Mayor and the Town Manager are hereby authorized to execute and deliver the Easements for the “ASR Facility” in the form and substance of the “Utility Easement Agreement” attached hereto as Exhibit “A,” encumbering the Town Property in the areas shown on the Plat that is attached hereto as Exhibit “B”; and,

(b) The Mayor and the Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the conveyance of the real property authorized by this Ordinance.

Section 2. Severability.

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

Section 3. Effective Date.

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

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS _____ DAY OF OCTOBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Weidmeyer, Town Clerk

First Reading: September 20, 2022

Second Reading:_____

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

Introduced by Council Member:_____

POINT ON CENTER OF RADIUS: N: 124750.33' E: 2083774.23'

POINT OF BEGINNING N: 124750.13' E: 2083703.71'

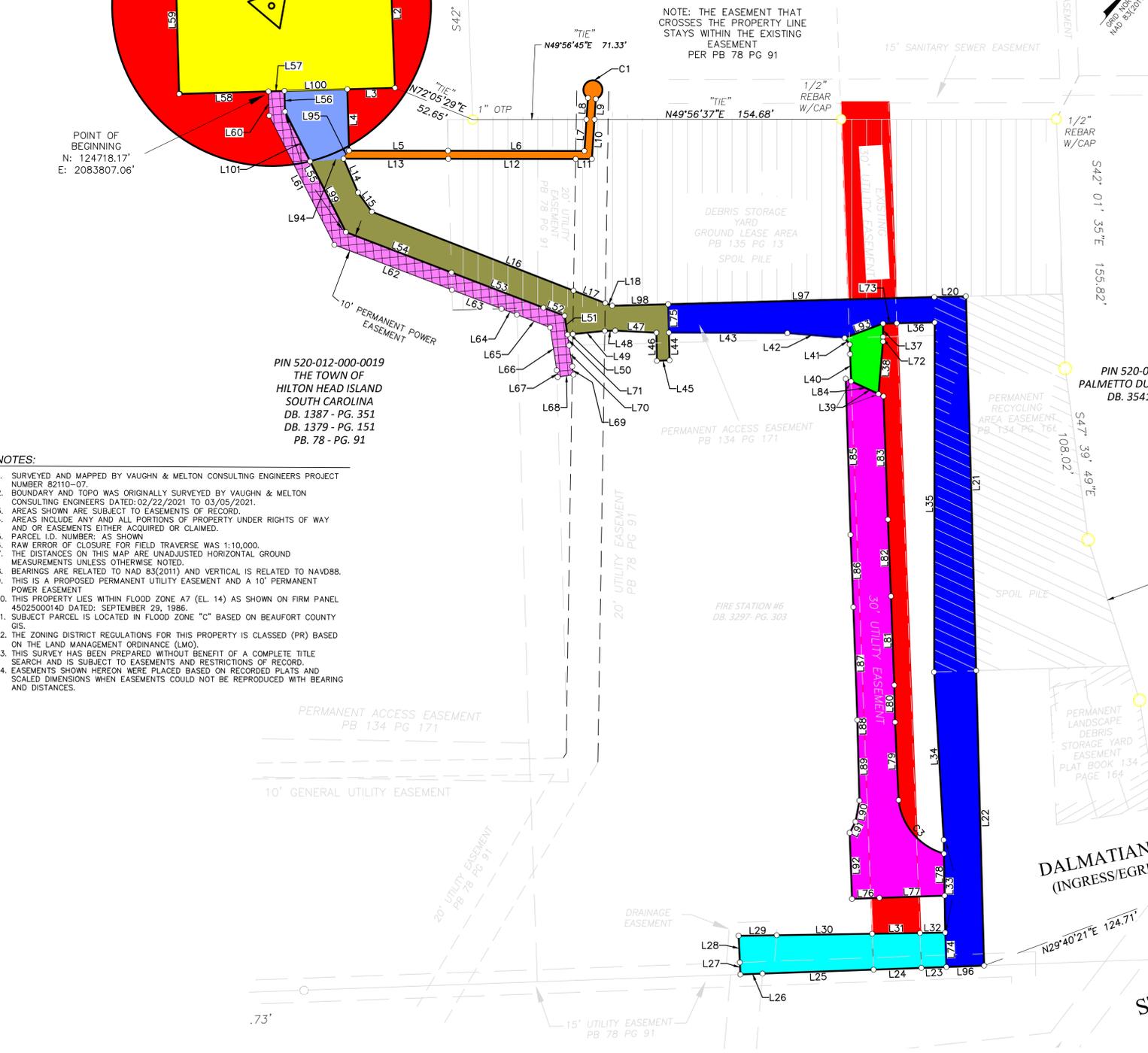
POINT OF BEGINNING N: 124718.17' E: 2083807.06'

PERMANENT 100' POLLUTION FREE WELLHEAD PROTECTION RADIUS EASEMENT

PIN 520-012-000-0365
PTS REAL ESTATE
DB. 2635 - PG. 268
PB. 30 - PG. 51
PB. 78 - PG. 91

PIN 520-012-000-0168
ROUTE 111 HAUPPAUGE, LLC
DB. 1883 - PG. 1196
PB. 89 - PG. 01

NOTE: THE EASEMENT THAT CROSSES THE PROPERTY LINE STAYS WITHIN THE EXISTING EASEMENT PER PB 78 PG 91

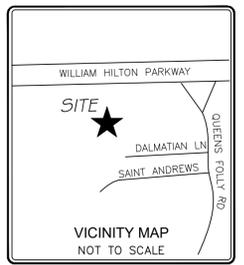


PIN 520-012-000-0019
THE TOWN OF HILTON HEAD ISLAND SOUTH CAROLINA
DB. 1387 - PG. 351
DB. 1379 - PG. 151
PB. 78 - PG. 91

- NOTES:**
1. SURVEYED AND MAPPED BY VAUGHN & MELTON CONSULTING ENGINEERS PROJECT NUMBER 82110-07.
 2. BOUNDARY AND TOPO WAS ORIGINALLY SURVEYED BY VAUGHN & MELTON CONSULTING ENGINEERS DATED: 02/22/2021 TO 03/05/2021.
 3. AREAS SHOWN ARE SUBJECT TO EASEMENTS OF RECORD.
 4. AREAS INCLUDE ANY AND ALL PORTIONS OF PROPERTY UNDER RIGHTS OF WAY AND OR EASEMENTS EITHER ACQUIRED OR CLAIMED.
 5. PARCEL I.D. NUMBER: AS SHOWN.
 6. RAW ERROR OF CLOSURE FOR FIELD TRAVERSE WAS 1:10,000.
 7. THE DISTANCES ON THIS MAP ARE UNADJUSTED HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
 8. BEARINGS ARE RELATED TO NAD 83(2011) AND VERTICAL IS RELATED TO NAVD88.
 9. THIS IS A PROPOSED PERMANENT UTILITY EASEMENT AND A 10' PERMANENT POWER EASEMENT.
 10. THIS PROPERTY LIES WITHIN FLOOD ZONE A7 (EL. 14) AS SHOWN ON FIRM PANEL 4502500014D DATED: SEPTEMBER 29, 1986.
 11. SUBJECT PARCEL IS LOCATED IN FLOOD ZONE "C" BASED ON BEAUFORT COUNTY GIS.
 12. THE ZONING DISTRICT REGULATIONS FOR THIS PROPERTY IS CLASSED (PR) BASED ON THE LAND MANAGEMENT ORDINANCE (LMO).
 13. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 14. EASEMENTS SHOWN HEREON WERE PLACED BASED ON RECORDED PLATS AND SCALED DIMENSIONS WHEN EASEMENTS COULD NOT BE REPRODUCED WITH BEARING AND DISTANCES.

LEGEND

○	EXISTING PROPERTY CORNER
○	POINT NOT SET (PNS)
—	NEW PERMANENT EASEMENTS
---	TIE LINE
---	ADJOINER PROPERTY LINE
---	SUBJECT PROPERTY LINE
---	SEWER LINE
D.B. / PG.	DEED BOOK & PAGE
P.B. / PG.	PLAT BOOK & PAGE
CMT	CONCRETE MONUMENT
⊙	SEWER MANHOLE



REVISIONS

NO.	DATE	DESCRIPTION
1	11/23/2021	UPDATED EASEMENT BOUNDARY (T.H.)
2		



SC FIRM LICENSE # 3540

2154 North Center St.
Suite A-101
North Charleston, SC
843-974-5650

3600 Forest Drive
Suite 3
Columbia, SC
803-974-5650

243 East Blackstock
Suite 3
Spartanburg, SC
864-574-4775

www.vaughnmelton.com

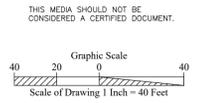
DRAWN:	LCP/DLC
CHECKED:	RLS
JOB NO:	82110.07
SCALE:	1"=40'
DATE:	11/02/2021
FILE NAME:	02110-07 Easement Plat APRIL 2022.DWG

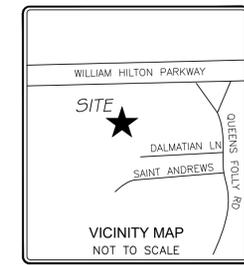
- EASEMENT AREA 1** (Yellow): AREA CONSISTS OF THE FOLLOWING ITEMS: ABOVE GROUND: GROUNDWATER WELL, WELL HOUSE CONTAINING PUMP ROOM, PIPING, ELECTRICAL, COMMUNICATION AND CONTROL EQUIPMENT, DISINFECTION CHEMICAL STORAGE AND FEED EQUIPMENT (SODIUM HYPOCHLORITE & AMMONIA). BELOW GROUND: SANITARY SEWER PIPING, ELECTRICAL POWER, CONTROLS WIRING, MONITORING WELL SAMPLE PIPING, SODIUM HYPOCHLORITE FILL PIPING, POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S DRAIN SYSTEM).
- EASEMENT AREA 2** (Green): AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: SANITARY SEWER PIPING, ELECTRICAL POWER, CONTROLS WIRING, MONITOR WELL SAMPLE PIPING, SODIUM HYPOCHLORITE FILL PIPING, POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM). DRIVING ACCESS: UNPAVED CART PATH. ABOVE GROUND: MONITORING WELL HEAD, SODIUM HYPOCHLORITE FILLING STATION.
- EASEMENT AREA 3** (Blue): AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: SANITARY SEWER PIPING, ELECTRICAL POWER, CONTROLS WIRING, MONITOR WELL SAMPLE PIPING, SODIUM HYPOCHLORITE FILL PIPING, POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM). DRIVING ACCESS: UNPAVED CART PATH.
- EASEMENT AREA 4** (Dark Blue): AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: POTABLE WATER DISTRIBUTION PIPING (STARTING AT WELL AND CONNECTING TO BCPSD SYSTEM ON ST. ANDREWS COMMONS), DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM). DRIVING ACCESS: UNPAVED CART PATH.
- EASEMENT AREA 5** (Cyan): AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: DRAINAGE PIPING (STARTING AT DRAINAGE STRUCTURE AND TERMINATING @ CATCH BASIN ASSOCIATED WITH TOWN'S STORM DRAIN SYSTEM).
- EASEMENT AREA 6** (Magenta): ACCESS EASEMENT OVER PAVED AREA. DRIVING ACCESS FROM DALMATIAN LN THROUGH FIRE STATION ENTRY (PAVED AREAS).
- EASEMENT AREA 7** (Cross-hatched): AREA CONSISTS OF THE FOLLOWING BELOW GROUND ITEMS: ELECTRICAL POWER.
- EASEMENT AREA 8** (Light Green): DRIVING ACCESS FROM FIRE STATION TO CART PATH (PAVED TO UNPAVED).
- EASEMENT AREA 9** (Red): ASR WELL #1 100' POLLUTION FREE WELLHEAD PROTECTION RADIUS. AREA = 31,416 SF ± 0.72 ACRES ±.
- EASEMENT AREA 10** (Orange): SANITARY SEWER PIPING.

**PROPOSED
VARIABLE WIDTH
PERMANENT UTILITY EASEMENT
AND
10' PERMANENT POWER EASEMENT
ON THE THE PROPERTY
DESCRIBED IN DEED BOOK 1387 PAGE 351
PIN # 520-012-000-0019
HILTON HEAD ISLAND, TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
NOVEMBER 5, 2021**

I, RANDALL L. STEPP, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EASEMENT SURVEY SHOWN HEREON WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA PROFESSIONAL LAND SURVEYING STANDARDS MANUAL, PER ARTICLE 4 REGULATION 420-F, THAT THIS PLAT IS INTENDED ONLY TO SHOW THE LOCATION OF A UTILITY EASEMENT AND PERMANENT EASEMENT. I AM NOT PROVIDING ANY INFORMATION BASED ON ACTUAL FIELD SURVEY WHICH MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

RANDALL L. STEPP, PLS. No. 27461 DATE: _____





EASEMENT AREA 2

Line #	Direction	Length
L14	S63° 05' 35"E	23.06'
L15	S76° 09' 38"E	14.74'
L16	N71° 18' 08"E	82.72'
L17	N71° 18' 08"E	21.34'
L18	N71° 18' 08"E	4.68'
L44	N41° 16' 55"W	17.28'
L45	N47° 10' 39"E	7.93'
L46	S41° 02' 24"E	17.59'
L47	N52° 52' 52"E	25.95'
L48	S48° 25' 47"W	6.50'
L49	S44° 24' 31"W	20.13'
L50	S44° 24' 31"W	3.37'
L51	N48° 39' 45"W	11.89'
L52	S70° 50' 58"W	14.21'
L53	S70° 50' 58"W	61.71'
L54	S70° 50' 58"W	70.89'
L75	N41° 32' 49"W	17.70'
L94	S45° 27' 48"W	21.05'
L98	N48° 27' 11"E	35.16'
L99	S66° 53' 55"E	49.54'

EASEMENT AREA 7

Line #	Direction	Length
L51	N48° 39' 45"W	11.89'
L52	S70° 50' 58"W	14.21'
L53	S70° 50' 58"W	61.71'
L54	S70° 50' 58"W	70.89'
L55	N66° 53' 55"W	84.37'
L56	N41° 36' 00"W	12.88'
L57	S48° 24' 00"W	10.00'
L60	S41° 36' 00"E	15.12'
L61	S66° 53' 55"E	90.48'
L62	N70° 50' 58"E	78.90'
L63	N70° 50' 58"E	33.28'
L64	N70° 50' 58"E	10.32'
L65	N70° 50' 58"E	22.34'
L66	S48° 39' 45"E	27.10'
L67	S48° 39' 45"E	4.27'
L68	N41° 20' 15"E	10.00'
L69	N48° 39' 45"W	5.18'
L70	N48° 39' 45"W	13.28'
L71	N48° 39' 45"W	6.84'

EASEMENT AREA 6

Line #	Direction	Length
L76	N47° 56' 24"E	17.22'
L77	N48° 02' 25"E	40.89'
L78	N40° 53' 21"W	26.23'
L79	N42° 38' 08"W	48.78'
L80	N41° 06' 16"W	23.10'
L81	N42° 09' 28"W	55.56'
L82	N42° 18' 26"W	47.95'
L83	N42° 04' 30"W	77.03'
L84	S74° 39' 10"W	26.07'
L85	S41° 47' 54"E	97.47'
L86	S42° 11' 20"E	45.16'
L87	S42° 04' 16"E	70.56'
L88	S41° 09' 47"E	8.01'
L89	S41° 30' 26"E	42.37'
L90	S29° 30' 38"E	13.40'
L91	S12° 01' 38"E	7.86'
L92	S42° 03' 36"E	41.25'

EASEMENT AREA 4

Line #	Direction	Length
L20	N48° 36' 26"E	19.54'
L21	S41° 34' 04"E	233.82'
L22	S41° 34' 04"E	184.30'
L33	N40° 53' 21"W	57.91'
L34	N43° 16' 19"W	104.99'
L35	N39° 54' 52"W	210.15'
L36	S48° 45' 38"W	23.81'
L42	N54° 52' 11"E	36.07'
L43	N50° 12' 21"E	74.22'
L74	S42° 03' 33"E	21.47'
L75	N41° 32' 49"W	17.70'
L93	N29° 31' 09"E	25.73'
L96	N47° 55' 18"E	23.67'
L97	N48° 27' 11"E	166.89'

EASEMENT AREA 5

Line #	Direction	Length
L23	N47° 56' 27"E	15.71'
L24	S47° 56' 27"W	30.00'
L25	S47° 56' 27"W	69.67'
L26	S47° 56' 27"W	13.91'
L27	N42° 33' 11"W	7.50'
L28	N49° 06' 39"E	16.61'
L29	N49° 06' 39"E	23.85'
L30	N49° 06' 39"E	59.90'
L31	N49° 06' 39"E	30.01'
L32	N49° 06' 39"E	15.76'
L74	S42° 03' 33"E	21.47'

EASEMENT AREA 10

Line #	Direction	Length
L5	N50° 04' 04"E	62.07'
L6	N50° 04' 04"E	85.52'
L7	N36° 11' 23"W	19.69'
L8	N36° 11' 23"W	13.49'
L9	S36° 13' 28"E	12.87'
L10	S36° 11' 23"E	24.71'
L11	S50° 04' 04"W	10.16'
L12	S50° 04' 04"W	79.89'
L13	S50° 04' 04"W	65.65'
L95	S5° 31' 21"E	6.06'

EASEMENT AREA 8

Line #	Direction	Length
L37	S39° 56' 58"E	8.35'
L38	S34° 59' 03"E	32.83'
L39	S74° 39' 10"W	18.89'
L40	N42° 11' 49"W	23.04'
L41	S78° 03' 51"E	5.14'
L93	N29° 31' 09"E	25.73'

EASEMENT AREA 1

Line #	Direction	Length
L1	N48° 24' 00"E	134.50'
L2	S42° 09' 40"E	92.51'
L3	S48° 24' 00"W	29.87'
L58	S48° 24' 00"W	56.06'
L59	N41° 36' 00"W	92.51'
L100	N48° 24' 00"E	39.47'

EASEMENT AREA 3

Line #	Direction	Length
L4	S41° 35' 58"E	38.38'
L56	N41° 36' 00"W	12.88'
L94	S45° 27' 48"W	21.05'
L100	N48° 24' 00"E	39.47'
L101	S66° 53' 55"E	34.82'

EASEMENT AREA 10

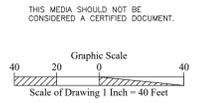
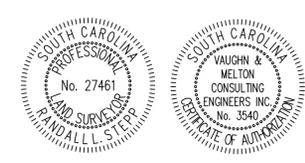
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	32.13'	5.93'	310.17'	N57° 01' 10"E	5.00'

AREA TABLE

		SQUARE FT±	ACRES ±	COLOR
EASEMENT AREA 3	PERMANENT UTILITY EASEMENT	1,493	0.03	
EASEMENT AREA 5	PERMANENT UTILITY EASEMENT	2,949	0.07	
EASEMENT AREA 4	PERMANENT UTILITY EASEMENT	13,012	0.29	
EASEMENT AREA 2	PERMANENT UTILITY EASEMENT	4,596	0.11	
EASEMENT AREA 8	PERMANENT UTILITY EASEMENT	714	0.017	
EASEMENT AREA 6	ACCESS EASEMENT	8,943	0.21	
EASEMENT AREA 10	PERMANENT UTILITY EASEMENT	1044	0.24	
EASEMENT AREA 7	10' PERMANENT POWER EASEMENT	2815'	0.07	
EASEMENT AREA 9	PERMANENT 100' POLLUTION FREE EASEMENT	31,416	0.72	
EASEMENT AREA 1	PERMANENT UTILITY EASEMENT	12,484	0.29	

I, RANDALL L. STEPP, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EASEMENT SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING STANDARDS MANUAL, PER ARTICLE 4 REGULATION 420-F, THAT THIS PLAT IS INTENDED ONLY TO SHOW THE LOCATION OF A UTILITY EASEMENT AND PERMANENT EASEMENT, AND THAT EASEMENT LINES SHOWN ARE BASED ON ACTUAL FIELD SURVEY MEASUREMENTS WHICH MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS GREATER THAN SHOWN.

RANDALL L. STEPP, PLS. No. 27461 DATE: _____



REVISIONS

NO.	DATE	DESCRIPTION
1	11/23/2021	UPDATED EASEMENT BOUNDARY (T.H.)
2		



SC FIRM LICENSE # 3540

2154 North Center St.
Suite A-101
North Charleston, SC
843-974-5650

3600 Forest Drive
Suite 102
Columbia, SC
803-974-5650

243 East Blackstock
Suite 3
Spartanburg, SC
864-574-4775

www.vaughnmelton.com

DRAWN: LCP/DLC
CHECKED: RLS
JOB NO: 82110.07
SCALE: 1"=40'
DATE: 11/02/2021
FILE NAME: 82110.07 Easement Plat APRIL 2022.DWG

**PROPOSED
VARIABLE WIDTH
PERMANENT UTILITY EASEMENT
AND
10' PERMANENT POWER EASEMENT
ON THE THE PROPERTY
DESCRIBED IN DEED BOOK 1387 PAGE 351
PIN # 520-012-000-0019
HILTON HEAD ISLAND, TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA
NOVEMBER 5, 2021**



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Shawn Colin, *Assistant Town Manager – Community Development*
CC: Marc Orlando, *Town Manager*
CC: Josh Gruber, *Deputy Town Manager*
DATE: September 27, 2022
SUBJECT: Consideration of a Resolution authorizing the Town Manager to execute a revised Memorandum of Understanding (MOU) with Beaufort County for the William Hilton Parkway Corridor Project and Adaptive Traffic Signal Improvements.

RECOMMENDATION:

That Town Council consider a Resolution authorizing the Town Manager to execute a revised Memorandum of Understanding (MOU) with Beaufort County for the William Hilton Parkway Corridor Project and Adaptive Traffic Signal Improvements

BACKGROUND:

This project began in 2017 when a need was identified by the South Carolina Department of Transportation (SCDOT) to improve the westbound bridge that connects the mainland to the island (there are two bridges in each direction). The Town and County requested a more comprehensive approach instead of piecemealing an improvement over a series of years. Since that time, the SCDOT has involved time and funding to conduct an evaluation of alternatives and prepared a draft Preferred Recommendation following the NEPA process. There has been ample public involvement, with many workshops, well over 20 public meetings, and opportunities to provide comment. In addition, the Town has worked with MKSK, a planning and design consultant since April 2021 to review the project and draft recommendations to improve the corridor alignment and design elements. Town Council approved 26 recommendations on October 12, 2022.

This is a major investment by the SCDOT and Federal Highway Administration (FHWA). It will have a significant impact on parts of Beaufort County, the Town of Bluffton and especially the Town of Hilton Head Island. The approach to Hilton Head Island is viewed as a visual oasis welcoming everyone to the beauty of the island. Changes that would negatively impact this entry are a major concern to the residents and visitors who come to Hilton Head. As such, the Town and many of its residents, want to make certain that all reasonable alternatives have been evaluated before a final decision is made. The Town of Hilton Head wants to hire an independent specialist to review the information and make sure the recommendations will be in the best interests of all the players,

including residents, employees, visitors, businesses, and the Gullah Cultural Community which is traversed by William Hilton Parkway. Senator Tom Davis has procured additional funds and the Town of Hilton Head will be reimbursed for the costs to hire a qualified firm(s) for this independent review.

There are relatively few differences between the MOA that was approved by Town Council and the revised MOA that has been approved by the County Council. The first difference is that the revised MOA from Beaufort County shifts the procurement of the Independent Consultant to a joint effort between the Town and County and includes funding through the project budget and does not provide for input from a citizen committee or member standpoint. Additionally, Beaufort County, removes the evaluation of additional alternatives for the corridor alignment after receiving input from SCDOT Secretary Christy Hall and Senator Tom Davis that inclusion of such a evaluation could jeopardize the grant funding authorized by the State Infrastructure Back.

However, the revised MOA does not require or provide municipal consent, nor does it preclude the submission of amended documents to the Federal Highway Administration to include any recommendations that may emerge from the Independent Review.

SUMMARY:

Adoption of the Resolution and execution of the MOU, staff will facilitate additional work that needs to be completed to provide better understanding of project details and impacts needed to inform recommendations for improvements to the bridge, corridor, and project mitigation.

ATTACHMENTS:

1. Resolution authorizing execution of the revised MOU with Beaufort County for the William Hilton Parkway Gateway Corridor Project
2. Revised MOU approved by Beaufort County Council on September 26, 2022
3. Redline Comparison of Town draft MOA incorporating Town Council feedback received on September 20, 2022, with the MOA approved by Beaufort County Council

RESOLUTION NO. 2022- ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A REVISED MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY, SOUTH CAROLINA CONCERNING THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR PROJECT AND ADAPTIVE TRAFFIC SIGNAL IMPROVEMENTS.

WHEREAS, the U.S. Highway 278 corridor runs from I-95 to and throughout the Town of Hilton Head Island, and is both an economic generator and necessity for transportation; and

WHEREAS, the William Hilton Parkway Gateway Corridor Project (the “Project”) is a Beaufort County project and is part of the programs funded by the 2018 sales tax that was authorized by the public in a referendum; and

WHEREAS, the synchronization of adaptive traffic signals on U.S. Highway 278 is essential to the public safety and traffic control; and

WHEREAS, the Project will have a substantial impact on the citizens and visitors of the Town of Hilton Head Island; and

WHEREAS, the Town of Hilton Head Island and Beaufort County desire to undertake improvements to U.S. Highway 278 and install adaptive traffic signals thereon; and

WHEREAS, the Town Council hereby finds that the execution of the revised Memorandum of Agreement is in the best interest of the Town of Hilton Head Island.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA That the Town Council hereby authorizes the Town Manager to enter into an agreement materially consistent with the revised Memorandum of Understanding from Beaufort County for the purpose of coordinating and implementing the William Hilton Parkway Gateway Corridor Project and installation of adaptive traffic signals on U.S. Highway 278.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS _____ DAY OF OCTOBER, 2022.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

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

**MEMORANDUM OF AGREEMENT FOR THE
US 278 CORRIDOR PROJECT AND ADAPTIVE
SIGNAL IMPROVEMENTS**

THIS MEMORANDUM OF AGREEMENT is made and entered into this ___ day of September 2022 by and between Beaufort County, South Carolina (the " County"), and The Town of Hilton Head Island, South Carolina (the "Town").

WHEREAS, the US 278 Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and

WHEREAS, a portion of the Project is located within the corporate limits of the Town, which impacts the citizens and visitors of the Town of Hilton Head Island, will provide for safer public transportation; and

WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

WHEREAS, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and

WHEREAS, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and

WHEREAS, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional independent review be conducted to evaluate community impacts to include areas that lie outside of the Project limits and that will provide design modification recommendations that will otherwise enhance the Project; and

WHEREAS, the County and the Town have determined that an independent review (the "Independent Review") must be performed by a consultant in material conformance with the Scope of Work (the "Scope of Work") set forth on Exhibit A attached hereto; and

WHEREAS, the US 278 Corridor, extending from I-95 to Sea Pines Circle, is of regional importance to the County and the Town to facilitate trade and commerce throughout the region; and

WHEREAS, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and

WHEREAS, there are many SCDOT-owned signals along the corridor that are managed and maintained by the County and the Town through various signal maintenance agreements with SCDOT; and

WHEREAS, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

WHEREAS, the County and Town desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of “Adaptive Traffic Signals.”; and

WHEREAS, any and all future signal projects, including those signals within the US 278 Corridor Improvement Project, are to be fitted with the same technologies to ensure they are synchronized with the other signals.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:

1. The County and the Town agree to advance the Project in a cooperative manner for the entire duration of the Project.
2. The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations approved by Town Council on October 12, 2021 (as set forth in Exhibit A) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project.
3. The County will procure an independent consultant (the “Independent Consultant”), (i.e. – one that does not have a previous or current contractual relationship with SCDOT, the County, or the Town) to perform an additional independent review of the project. This Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits to include additional intersections materially consistent with the Scope of Work set forth in Exhibit A.
4. The County and the Town will establish a committee (the “Committee”) to select the Independent Consultant through a competitive bid process. The following County representatives shall sit on the Committee: (a) the County Administrator or his designee (b) the Assistant County Administrator for Infrastructure: (c) and the County Transportation Program Manager Consultant. The following Town representatives shall sit on the Committee: (d) the Town Manager or his designee; (e) the Assistant Town Manager of Community Development; and (f) the Town Engineer.
5. All recommendations from the independent review for areas within the project boundary will be considered for inclusion in the project. The County and Town agree to pursue the “Finding of No Significant Impacts” (FONSI) from the Federal Highway Administration concurrent with the Independent Review. If any findings from the Independent Review affect environmental documents submitted for the FONSI, those recommendations will be considered, and the environmental documents will be updated and resubmitted as agreed upon by the County and the Town.
6. The County and the Town, as required as part of the NEPA process, will coordinate with SCDOT to perform a value engineering of the project to identify and eliminate unwanted costs, and improve function and quality as well as to optimize initial and long-term investment, ultimately seeking the best value for the lowest cost.
7. The County and the Town mutually agree to work together, along with SCDOT and Lowcountry Area Transportation Study, to design, implement and maintain a connected and synchronized signal system along the entire length of US 278 from I-95 to Sea Pines Circle. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The County and the Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.
8. Any signal improvements from the synchronization project which are not already installed within the corridor prior to the construction of the Project, will be incorporated as such.

9. This Agreement does not provide the Town’s municipal consent. Such consent may be provided by the Town Council after the Independent Review has been evaluated by the Town and County and before the right-of-way acquisition phase of the Project begins. Municipal consent by the Town will not be unreasonably withheld.
10. The County and the Town agree that the Independent Review will be the last and final study needed for the Town to make a final decision related to the Project.

IN WITNESS WHEREOF, Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, by their authorized officers, have executed the within memorandum on this ____ day of October 2022.

WITNESSES:

WITNESSES:

TOWN OF HILTON HEAD ISLAND

Title: Town Manager

BEAUFORT COUNTY

Title: County Administrator

EXHIBIT A

US 278 Corridor Project – Independent Review Scope of Services

Task 1: Project Initiation and Coordination:

- Initial HHI, Beaufort County, and Independent Consultant
- Biweekly project discussions with County and Town Staff
- Review meeting with representations of Beaufort County, Town of Hilton Head Island, SCDOT and the existing design consultants on prior work performed
- Monthly update meetings with Town Manager and County Administrator
- Review and define the study area
- Perform a site visit/field review
- Understand the Town of Hilton Head Island's concern with the proposed concept and existing model
- Identify what has already been completed for the project

Task 2: Model and Recommended Concept Review:

Review previous models and concept recommendations

- Review assumptions contained within the model – DH, LU, & other input variables
- Review data collection approach and study area
- Review model outputs and subsequent recommendations for intersection operations and bridge concepts

Model Review and Concept Review Memo

- Compile findings into a Summary Review Memo, identifying primary findings and recommendations for improvement

Task 3: Updating Model & Operational Updates

Model and Operational Analysis Updates

- The model updates will be based on the version of the LATS model utilized to develop the project
- Confirm that the base traffic demand model accurately takes into trips generated by visitor traffic, mass transit traffic, and traffic demand from redevelopment from existing island parcels.
- Update the model based on findings in Task 2 and coordination with the Town of Hilton Head & Beaufort County
- Expand the model and study area to include the following signalized intersections and merge points east of Spanish Wells Road
 - US 278 merge with Cross Island Pkwy
 - US 278 Bus (William Hilton Pkwy) at Gum Tree Road
 - US 278 Bus (William Hilton Pkwy) at Jarvis Park Road
 - US 278 Bus (William Hilton Pkwy) at Pembroke Drive/Museum Street
 - US 278 Bus (William Hilton Pkwy) at Indigo Run Dr/Whooping Crane Way
 - US 278 (Palmetto Bay Road) at Point Comfort Road/Arrow Road
 - Palmetto Bay Road at Target Road
 - US 278 Bus (William Hilton Pkwy) at Palmetto Bay Road (Sea Pines Circle)
 - Bluffton Parkway at Buckingham Land Road (on Mainland)
- Expand the model and study area to include the following signalized intersection and merge point west of Moss Creek Drive
 - Bluffton Parkway and Buckingham Landing Road
- Traffic counts for the study area intersections will be obtained from the Town of Hilton Head Island
- Any additional counts not available from the Town of Hilton Head or SCDOT shall be assumed counts that will need to be collected.
- Ensure the model includes most recent traffic data that reflects the toll removal on the Cross Island Parkway

- Generate model outputs for study area with new assumptions and volumes & analyze operations in Synchro/VISSIM
- Evaluate how Adaptive Traffic Signals could impact the traffic flow and average travel times along the corridor at peak times as well as other periods. The Town and County are expected to implement Adaptive Signals on the US 278 Corridor from I-95 to Sea Pines Circle. Answer questions related to potential for downstream impacts
- Coordinate and refine recommendations with the Town of Hilton Head Island & Beaufort County
- Participate in meetings as directed by the Town/Beaufort County

Task 4: Proposed Intersection Improvements & Potential Future Projects

- Evaluate the safety for bicycle and pedestrians within the original Project Study Area from Moss Creek to Spanish Wells Road and make recommendations on ways to improve the safety of the proposed intersections.
- Identify potential modifications to the proposed intersection designs of the preferred alternative within the original Project Study Area from Moss Creek to Spanish Wells Road that deliver the same (or better) expected operational level within the same (or smaller) footprint of the currently planned project. Include estimated increased or decreased costs for the potential modifications to the intersection designs. Potential modifications that increase the project footprint and impacts to the human and natural environment should be excluded.
- Based on the findings of Task 3 for intersections outside of the original project study area develop alternatives to improve operations in the future.
 - Evaluation should include traffic improvements (LOS, delay, etc) as well as anticipated project costs and known impacts or concerns with the alternatives
 - Assume up to 3 alternatives for each impacted intersection are evaluated
- Develop a Summary of Recommendations for review by the Town of Hilton Head and Beaufort County that can be utilized to secure future funding for the improvements beyond the Project Study Area

Task 5: Draft and Final Report

- Compile model updates, operational analysis, and findings into a report for a review and discussion with Beaufort County and Hilton Head Island staff.
- Finalize elements into draft and final reports, including executive summaries and recommendations
- Presentation of final findings to both County Council and Town Council for endorsement/adoption by both Councils
- Submit final report electronically

EXHIBIT B

Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

CORRIDOR-WIDE RECOMMENDATIONS

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

ZONE-SPECIFIC RECOMMENDATIONS

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.
18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).
19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill Harbor Entrance.

20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

ADDITIONAL POLICY RECOMMENDATIONS

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

Responses to Town Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John Mccann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

Corridor Wide

1. Reduce lane widths to 11¹ to calm traffic & reduce property impacts

Preliminary Response: Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

Additional Response: During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

2. Eliminate raised curbs in medians wherever possible encourage existing vegetation and natural drainage in these areas

Preliminary Response: Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

Additional Response: Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics

Preliminary Response: Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

Additional Response: The meandering of the roadway is estimated to increase project cost by approximately \$1.SM and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

4. Take advantage of Town-owned property for sake of Parkway improvements

Preliminary Response: Agreement on this item and was part of the SIB application.

Additional Response: Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

5. Utilize ITS smart signal technology throughout

Preliminary Response: Agreement on this item. It is already part of the current project scope.

Additional Response: Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

6. Reduce curb cuts and provide for alternative/safer property access throughout

Preliminary Response: Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

Additional Response: Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks

Preliminary Response: No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbor to the shared use path underpass west of the Windmill Harbor entrance.

Additional Response: No additional comments.

8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians

Preliminary Response: Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

Additional Response: The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

9. Open/encourage views to the water wherever possible, as part of the Island's "signature"

Preliminary Response: Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

Additional Response: This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others

Preliminary Response: Agreement that this element should be Town driven through its CIP Program.

Additional Response: The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

11. Reduce design & posted speeds throughout the corridor.

Preliminary Response: The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

Additional Response: The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

12. Evaluate the island-wide transportation system.

Preliminary Response: Agreement this is an effort that will be handled locally

Additional Response: No additional comments.

Zone specific recommendations

13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)

Preliminary Response: Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

Additional Response: County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)

Preliminary Response: Okay through coordination of County & Town

Additional Response: Not eligible for SCOOT or SIB Funding

15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge

Preliminary Response: SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

Additional Response: The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge

Preliminary Response: The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

Additional Response: The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles

Preliminary Response: Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

Additional Response: The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms}

Preliminary Response: Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

Additional Response: This has potential schedule implications, but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance

Preliminary Response: Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

Additional Response: No additional response.

20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney

21. Eliminate confusing SCDOT U-turns

22. Eliminate left turns and traffic introduction onto Old Wild Horse Road

Preliminary Response: This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

Additional Response: Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

23. Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage

24. Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings

Preliminary Response: This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

Additional Response: The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

25. Create a Stoney-authored vision plan for the next generation of that neighborhood

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Res onse: As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

26. Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

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

MEMORANDUM OF AGREEMENT FOR THE
WILLIAM HILTON PARKWAY GATEWAY US
278 CORRIDOR PROJECT AND ADAPTIVE
SIGNAL IMPROVEMENTS

THIS MEMORANDUM OF AGREEMENT is made and entered into this ___ day of September 2022 by and between ~~the Beaufort County, South Carolina (the "County"), and The~~ Town of Hilton Head Island, South Carolina (the "Town"), ~~and Beaufort County, South Carolina (the "County")~~.

- 1- WHEREAS, the ~~William Hilton Parkway Gateway US 278~~ Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and
- 2- ~~WHEREAS, the Project is also identified as the "US 278 Project" by the Beaufort County as referenced in its application South Carolina State Infrastructure Bank; and~~
- 3- WHEREAS, a portion of the Project is located within the corporate limits of the Town, which impacts the citizens and visitors of the Town of Hilton Head Island, will provide for safer public transportation; and
- 4- WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and
- 5- WHEREAS, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and
- 6- WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and
- 7- WHEREAS, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and
- 8- WHEREAS, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional independent review be conducted to evaluate community impacts to include areas that lie outside of the Project limits and that will provide design modification recommendations that will otherwise enhance the Project; and
- 9- WHEREAS, the ~~Town and County and the Town~~ have determined that, ~~as a necessary condition precedent to their making an informed decision on what option for the Project is in the best interests of their residents,~~ an independent review (the "Independent Review") must be performed by a consultant in material conformance with the Scope of Work (the "Scope of Work") set forth on Exhibit A attached hereto; and
- 10- ~~WHEREAS, the US 278 Corridor, extending from 1-95 to Sea Pines Circle, is of regional importance to the Town County and the County Town to facilitate trade and commerce throughout the region; and~~
- 11- WHEREAS, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and
- 12- WHEREAS, there are many SCDOT-owned signals along the corridor that are managed and maintained by the ~~Town County~~ and the ~~County Town~~ through various signal maintenance agreements with SCDOT; and

13. WHEREAS, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

14. WHEREAS, the ~~Town and~~ County and the Town desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of “Adaptive Traffic Signals.”; and

~~15.~~
WHEREAS, any and all future signal projects, including those signals within the US 278 Corridor Improvement Project, are to be fitted with the same technologies to ensure they are synchronized with the other signals.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:

1. The ~~Town~~ County and ~~County~~ the Town agree to advance the Project in a cooperative manner for the entire duration of the Project.
2. The ~~Town and~~ County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations approved by Town Council on October 12, 2021 (as set forth in Exhibit A) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project.
3. The ~~Town~~ County will procure an independent consultant (the “Independent Consultant”), (i.e. – one that does not have a previous or current contractual ~~relationships~~ relationship with SCDOT, the County, or the Town) to perform an additional independent review of the project. This Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits to include additional intersections materially consistent with the Scope of Work set forth in Exhibit A.
4. The ~~Town and~~ County and the Town will establish a committee (the “Committee”) to select the Independent Consultant through a competitive bid process. The following ~~Town representatives shall sit on the Committee: (a) the Town Manager or his designee, (b) the Assistant Town Manager of Community Development, and (c) the Town Engineer. The following~~ County representatives shall sit on the Committee: ~~(d)~~ (a) the County Administrator or his designee; (b) the Assistant County Administrator for Infrastructure; (c) and (f) the County Transportation Program Manager Consultant. The following Town representatives shall sit on the Committee: (d) the Town Manager or his designee; (e) the Assistant Town Manager of Community Development; and (f) the Town Engineer.
5. ~~The Town and County agree to communicate all project impacts. All mitigation opportunities that emerge~~ recommendations from the ~~Independent Review~~ independent review for areas within the project boundary will be considered for inclusion in the ~~Project, in addition to those mitigation items already committed within the Environmental Assessment. The County agrees not~~ project. The County and Town agree to pursue the “Finding of No Significant Impacts” (FONSI) from the Federal Highway Administration ~~until the Town and County have reviewed~~ concurrent with the Independent Review. If any findings from the Independent Review ~~and agree on mitigation items that affect environmental documents submitted for the FONSI, those recommendations will be incorporated into the Project~~ considered and the environmental documents will be updated and resubmitted as agreed upon by the County and the Town.
6. The ~~Town and~~ County and the Town, as required as part of the NEPA process, will coordinate with SCDOT to perform a value engineering of the project to identify and eliminate unwanted costs, and improve function and quality as well as to optimize initial and long-term investment, ultimately seeking the best value for the lowest cost.
7. The ~~Town and~~ County and the Town mutually agree to work together, along with SCDOT and Lowcountry Area Transportation Study, to design, implement and maintain a connected and

synchronized signal system along the entire length of US 278 from I-95 to Sea Pines Circle. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The ~~Town and~~ County and the Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.

8. Any signal improvements from the synchronization project which are not already installed within the corridor prior to the construction of the Project, will be incorporated as such.

~~9. The Town and County agree that the Independent Review will be the last and final study needed to make a final decision related to the Project.~~

~~10.9.~~ This Agreement does not provide the Town's municipal consent. Such consent may be provided by the Town Council after the Independent Review has been evaluated by the Town and County and before the ~~final design~~ right-of-way acquisition phase of the Project ~~begins. Municipal consent by the Town will not be unreasonably withheld.~~

10. The County and the Town agree that the Independent Review will be the last and final study needed for the Town to make a final decision related to the Project.

IN WITNESS WHEREOF, Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, by their authorized officers, have executed the within memorandum on this _ day of September 2022.

WITNESSES:

WITNESSES:

TOWN OF HILTON HEAD ISLAND

Title: Town Manager

BEAUFORT COUNTY

Title: County Administrator

EXHIBIT A
EXHIBIT A

US 278 Corridor Project – Independent Review Scope of Services

Task 1: Project Initiation and Coordination:

- Initial HHI, Beaufort County, and Independent Consultant
- Biweekly project discussions with County and Town Staff
- Review meeting with representations of Beaufort County, Town of Hilton Head Island, SCDOT and the existing design consultants on prior work performed
- Monthly update meetings with Town Manager and County Administrator
- Review and define the study area
- Perform a site visit/field review
- Understand the Town of Hilton Head Island’s concern with the proposed concept and existing model
- Identify what has already been completed for the project

Task 2: Model and Recommended Concept Review:

Review previous models and concept recommendations

- Review assumptions contained within the model – DH, LU, & other input variables
- Review data collection approach and study area
- Review model outputs and subsequent recommendations for intersection operations and bridge concepts

Model Review and Concept Review Memo

- Compile findings into a Summary Review Memo, identifying primary findings and recommendations for improvement

Task 3: Updating Model & Operational Updates

Model and Operational Analysis Updates

- The model updates will be based on the version of the LATS model utilized to develop the project
- Confirm that the base traffic demand model accurately takes into trips generated by visitor traffic, mass transit traffic, and traffic demand from redevelopment from existing island parcels.
- Update the model based on findings in Task 2 and coordination with the Town of Hilton Head & Beaufort County
- Expand the model and study area to include the following signalized intersections and merge points east of Spanish Wells Road
 - US 278 merge with Cross Island Pkwy
 - US 278 Bus (William Hilton Pkwy) at Gum Tree Road
 - US 278 Bus (William Hilton Pkwy) at Jarvis Park Road
 - US 278 Bus (William Hilton Pkwy) at Pembroke Drive/Museum Street
 - US 278 Bus (William Hilton Pkwy) at Indigo Run Dr/Whooping Crane Way
 - US 278 (Palmetto Bay Road) at Point Comfort Road/Arrow Road
 - Palmetto Bay Road at Target Road
 - US 278 Bus (William Hilton Pkwy) at Palmetto Bay Road (Sea Pines Circle)
 - Bluffton Parkway at Buckingham Land Road (on Mainland)
- Expand the model and study area to include the following signalized intersection and merge point west of Moss Creek Drive
 - Bluffton Parkway and Buckingham Landing Road

- Traffic counts for the study area intersections will be obtained from the Town of Hilton Head Island
- Any additional counts not available from the Town of Hilton Head or SCODT shall be assumed counts that will need to be collected.
- Ensure the model includes most recent traffic data that reflects the toll removal on the Cross Island Parkway
- Generate model outputs for study area with new assumptions and volumes & analyze operations in Synchro/VISSIM
- Evaluate how Adaptive Traffic Signals could impact the traffic flow and average travel times along the corridor at peak times as well as other periods. The Town and County are expected to implement Adaptive Signals on the US 278 Corridor from I-95 to Sea Pines Circle. Answer questions related to potential for downstream impacts
- Coordinate and refine recommendations with the Town of Hilton Head Island & Beaufort County
- Participate in meetings as directed by the Town/Beaufort County

Task 4: Proposed Intersection Improvements & Potential Future Projects

- Evaluate the safety for bicycle and pedestrians within the original Project Study Area from Moss Creek to Spanish Wells Road and make recommendations on ways to improve the safety of the proposed intersections.
- Identify potential modifications to the proposed intersection designs of the preferred alternative within the original Project Study Area from Moss Creek to Spanish Wells Road that deliver the same (or better) expected operational level within the same (or smaller) footprint of the currently planned project. Include estimated increased or decreased costs for the potential modifications to the intersection designs. Potential modifications that increase the project footprint and impacts to the human and natural environment should be excluded.
- Based on the findings of Task 3 for intersections outside of the original project study area develop alternatives to improve operations in the future.
 - Evaluation should include traffic improvements (LOS, delay, etc) as well as anticipated project costs and known impacts or concerns with the alternatives
 - Assume up to 3 alternatives for each impacted intersection are evaluated
- Develop a Summary of Recommendations for review by the Town of Hilton Head and Beaufort County that can be utilized to secure future funding for the improvements beyond the Project Study Area

Task 5: Draft and Final Report

- Compile model updates, operational analysis, and findings into a report for a review and discussion with Beaufort County and Hilton Head Island staff.
- Finalize elements into draft and final reports, including executive summaries and recommendations
- Presentation of final findings to both County Council and Town Council for endorsement/adoption by both Councils
- Submit final report electronically

EXHIBIT B

Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

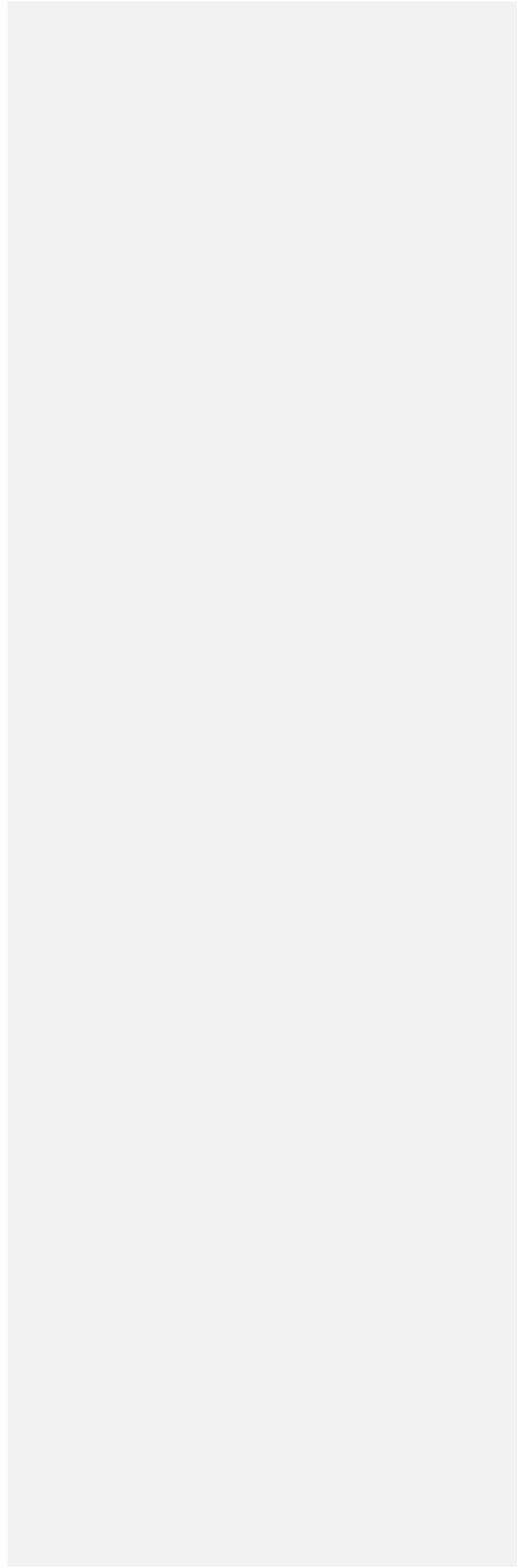
CORRIDOR-WIDE RECOMMENDATIONS

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

ZONE-SPECIFIC RECOMMENDATIONS

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.

18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).



19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill Harbor Entrance.
20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

ADDITIONAL POLICY RECOMMENDATIONS

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

Responses to MKSK Town Recommendations

Commented [DM1]: Collin: do you want to keep this here?

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John Mccann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

Corridor Wide

1. Reduce lane widths to 11' to calm traffic & reduce property impacts

Preliminary Response: Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

Additional Response: During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas

Preliminary Response: Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

Additional Response: Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics

Preliminary Response: Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

Additional Response: The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

4. Take advantage of Town-owned property for sake of Parkway improvements

Preliminary Response: Agreement on this item and was part of the SIB application.

Additional Response: Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

5. Utilize ITS smart signal technology throughout

Preliminary Response: Agreement on this item. It is already part of the current project scope.

Additional Response: Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

6. Reduce curb cuts and provide for alternative/safer property access throughout

Preliminary Response: Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

Additional Response: Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks

Preliminary Response: No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbor to the shared use path underpass west of the Windmill Harbor entrance.

Additional Response: No additional comments.

8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians

Preliminary Response: Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

Additional Response: The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

9. Open/encourage views to the water wherever possible, as part of the Island's "signature"

Preliminary Response: Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

Additional Response: This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others

Preliminary Response: Agreement that this element should be Town driven through its CIP Program.

Additional Response: The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

11. Reduce design & posted speeds throughout the corridor.

Preliminary Response: The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

Additional Response: The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

12. Evaluate the island-wide transportation system.

Preliminary Response: Agreement this is an effort that will be handled locally

Additional Response: No additional comments.

Zone specific recommendations

13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)

Preliminary Response: Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

Additional Response: County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)

Preliminary Response: Okay through coordination of County & Town

Additional Response: Not eligible for SCOOT or SIB Funding

15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge

Preliminary Response: SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

Additional Response: The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge

Preliminary Response: The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

Additional Response: The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles

Preliminary Response: Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

Additional Response: The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms}

Preliminary Response: Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

Additional Response: This has potential schedule implications but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance

Preliminary Response: Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

Additional Response: No additional response.

- 20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney**
- 21. Eliminate confusing SCDOT U-turns**
- 22. Eliminate left turns and traffic introduction onto Old Wild Horse Road**

Preliminary Response: This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

Additional Response: Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration

lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

23. ***Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage***

24. ***Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings***

Preliminary Response: This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

Additional Response: The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

25. ***Create a Stoney-authored vision plan for the next generation of that neighborhood***

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Res onse: As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

26. ***Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.***

Preliminary Response: Agreement that this should be a locally handled effort.

Additional Response: The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: John Troyer, Director of Finance
VIA: Marc Orlando, Town Manager
CC: Krista Wiedmeyer, Town Clerk
DATE: 09-22-2022
SUBJECT: Finance and Administrative Committee Recommendation to Town Council for Approval of the Auditor Contract

RECOMMENDATION:

The Finance and Administrative Committee recommends Town Council adopt a resolution awarding a contract for audit services to Mauldin and Jenkins for the fiscal years ending June 30, 2023, through 2027. The Finance and Administrative Committee voted 4-0 to recommend this to Town Council.

BACKGROUND:

In accordance with the Town's municipal code Section 4-1-30, ordinance 83-5, 9-26-83, the Town is required to have an annual financial audit. The Finance and Administrative Committee met on September 19, 2022 to discuss a proposed resolution awarding a contract for auditing services with Mauldin and Jenkins for the fiscal years ending June 30, 2023 through 2027. The Committee discussed the process of receiving and evaluating the proposals. The Committee recommends Town Council approve the resolution awarding a contract for auditing services. The vote was 4 in favor, 0 opposed. The Town is required to have an outside audit by qualified CPAs.

SUMMARY:

The Town is required to have an independent audit annually. The requirements are included in South Carolina Code of Laws section 5-7-240 and in our Municipal Code section 4-1-30. The Town sought competitive proposals for audit services with its Request for proposals (RFP) 2022-10. After evaluation of competitive proposals from two firms, the Town chose Mauldin and Jenkins, for a contract for financial audit services. The contract is for fiscal years 2023, 2024, 2025, 2026 and 2027.

ATTACHMENTS:

1. Resolution awarding the contract
2. Proposed contract for audit services

RESOLUTION NO. _____

TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO AWARD THE CONTRACT FOR AUDITING SERVICES TO MAULDIN & JENKINS, LLC FOR THE FISCAL YEARS ENDING JUNE 30, 2023, THROUGH JUNE 30, 2027.

WHEREAS, the Town of Hilton Head Island is required by its Municipal Code Section 4-1-30, to provide for an independent annual audit of all financial records and transactions of the town; and

WHEREAS, Section 4-1-30 further provides that the Town Council shall designate a certified public accountant to conduct the audit no later than thirty (30) days after the beginning of the fiscal year for which the audit is being conducted; and

WHEREAS, to satisfy the obligations under the Town Code, the Town has publicly solicited financial audit services through its RFP 2022-10; and

WHEREAS, the Town rated the proposals it received on the overall proposal and approach, firm expertise and experience, and the proposed costs/fees; and

WHEREAS, having now completed the procurement selection process, the Town desires to enter into a contract with the firm of Mauldin & Jenkins, LLC for a period of five years – retaining its option to cancel this contract at any time; and

WHEREAS, the schedule of costs for the Town is as set out below; and

Fee Schedule					
	FY23	FY24	FY25	FY26	FY27
Regular Audit	\$39,000	\$40,500	\$42,000	\$43,500	\$44,500
Single Audit & Compliance Report	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Total	\$42,000	\$43,500	\$45,000	\$46,500	\$47,500

NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT The Town manager is authorized to enter a contract with Mauldin & Jenkins, LLC for financial audit services for the Fiscal Years 2023 through 2027.

MOVED, APPROVED, AND ADOPTED ON THIS 20th DAY OF SEPTEMBER 2022.

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis Coltrane, Town Attorney

Introduced by Council Member: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 between Mauldin & Jenkins, LLC (hereinafter called “Contractor”) and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town have a need for a qualified contractor to provide financial audit services; and

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall provide financial audit and review services in accordance with the Scope of Services provided in Exhibit A, which is attached hereto and made part of this Agreement.
2. The total cost of this Agreement for audit services shall not exceed the annual audit fees provided in Exhibit B, which is attached hereto and made part of this Agreement.
3. The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2023.
4. The Contractor is required to maintain appropriate levels of insurance for workers compensation coverage. The Contractor is required to maintain one million dollars (\$1,000,000) of professional liability insurance. The Contractor must provide the Town with a Certificate of Insurance evidencing that they have the required insurance coverages. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. Termination.

5.1 The Town may terminate this Agreement in whole or in part at any time for convenience for their respective services and obligations, by delivery of a written notice to the Contractor. If this Agreement is terminated for the convenience by the Town, the Town will pay the Contractor only for those respective services rendered by the Contractor up to the date of termination, based on the existing rates of this Agreement, and prorated to the date of

termination.

5.2 The Town may also terminate this Agreement for their respective services and obligations if funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal years. In such event, the Town shall deliver a written notice to the Contractor that this Agreement is terminated for their respective services and obligations effective the last day of the then current fiscal year due to the lack of appropriated funds, and the Town will pay the Contractor only through the end of the then current fiscal year at the existing rates in this Agreement.

6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this Agreement without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, their officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town are interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

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

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

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

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

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

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

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

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

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

WITNESSES:

MAULDIN & JENKINS, LLC

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Marc Orlando
Its: Town Manager

DRAFT

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide auditing services for fiscal years ending June 30, 2023, 2024, 2025, 2026 and 2027 for the Town. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The primary requirement will be an examination and expressed opinion in accordance with generally accepted auditing standards and the single audit act (if applicable), of the financial statements of the Town of Hilton Head Island for the Fiscal Years Ending June 30, 2023, 2024, 2025, 2026 and 2027. The Contractor shall assist the Town in preparing one electronic copy of the Town's Annual Comprehensive Financial Report and shall include an opinion on the General Purpose Financial Statements and "in relation to" opinion on individual funds and supplementary schedules.

Special reports shall be prepared concurrently with the report on the General Purpose Financial Statements required above or at other times as specifically required by law, and contracts.

The following reports shall be required:

- Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards made as part of the examination of the General Purpose Financial Statements.
- Report on compliance with laws and regulations related to major Federal financial assistance programs, if applicable.
- Any other required disclosures or report.

The Contractor shall observe the adequacy of the financial policies, accounting systems, and system of internal controls. If weaknesses are noted, appropriate recommendations should first be reviewed with the appropriate management officials and included in a separate management letter to Town Council.

The Contractor will also provide guidance and support to Town staff in the implementation of proper accounting procedures and keep Town staff informed of newly issued applicable accounting pronouncements.

The Contractor may also be asked to perform other related services for an additional fee.

EXHIBIT A

The audit and all submitted reports shall be made in accordance with the most recent standards available, including the following:

- Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA) including the AICPA's Industry Audit Guide, Audits of State and Local Governmental Units;
- Standards for financial audits as set forth in the U.S. Government Accountability Office's Government Auditing Standards (2003), known as the Yellow Book;
- Provisions of the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- Reporting requirements established by the Governmental Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program; and
- Any other applicable Federal, State, Local Regulations or Professional Guidance not specifically listed above.

Special Considerations

The Town will send its Annual Comprehensive Financial Report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Contractor will be required to provide special assistance to the Town to meet the requirements of that program.

The Town anticipates that it will prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the Contractor's report thereon. The Contractor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

Financial Statement Preparation

- Contractor shall be responsible for providing the following:
 1. Independent Auditors' Report
 2. Management's Discussion and Analysis ("MD&A") – Town will assist
 3. Basic Financial Statements
 4. Required and Other Supplementary Information
 5. Statistical Section – Town will assist
 6. Compliance Reports
 7. Management Letter

EXHIBIT A

- Town shall be responsible for providing the following:
 1. Transmittal Letter, Listing of Principal Officials and Organizational Chart
 2. Management's Discussion and Analysis ("MD&A") – Contractor will assist
 3. Notes to the Basic Financial Statements
 4. Statistical Section – Contractor will assist
 5. Schedule of Expenditures of Federal Awards
- The Contractor will be responsible for preparing financial statements, including the government-wide financial statements and required GASB 34 adjustments, the related notes to the financial statements, and all required supplementary schedules. The Contractor will assist with the preparation of the MD&A and statistical tables.

Schedule/Audit Completion

- The Contractor shall complete interim work, if desired, on a mutually agreed date.
- Audit preparation lists should be provided to the Town no later than June 15th.
- The Town shall have closed and balanced all accounts for all funds to be examined by the Contractor by, on or around September 30th of each year. Ideally, fieldwork would begin in late September. Fieldwork should be completed no later than mid-October.
- The Contractor must complete all audit work and provide a "Draft" Audit Report to the Town by November 1st.
- A Final Audit Report shall be provided by November 15th and presented at the first meeting of the Town Council in December.

The Contractor will be responsible for providing twenty (20) bound copies of the Annual Financial Report.

The following conferences/presentations should be scheduled as needed at a mutually agreeable date and time:

- Entrance conference with Town Manager, Director of Finance, Accounting Manager, and Senior Accountant.
- Progress conferences as deemed appropriate and necessary.
- Exit conference with Director of Finance, Accounting Manager, and Senior Accountant.
- Post-audit presentation to the Finance & Administration Committee of Town Council.

EXHIBIT A

Record Retention

The Contractor will be required to retain all reports and work papers for the Town for a minimum of five (5) years from the date of the audit report.

DRAFT

EXHIBIT B
Town of Hilton Head Island
 Audit Proposal Summary Sheet and Fee Schedule

Name of the firm:	Mauldin & Jenkins, LLC
Address:	6001 Chatham Center Drive, Suite 250 Savannah, Georgia 31405
Phone number:	(912)232-1622
Contact person:	Trey Scott

Proposed Audit Team Members		
Title	Name	# Years With Firm
Partner	Trey Scott, CPA	14
Manager	Grant Davis, CPA	9
Auditor	Kellan Shuford, CPA	7
Other	Various Staff Associates	1-4

Fee Schedule*					
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Regular Audit	\$ 39,000	\$ 40,500	\$ 42,000	\$ 43,500	\$ 44,500
Single Audit & Compliance Reports	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Total	\$ 42,000	\$ 43,500	\$ 45,000	\$ 46,500	\$ 47,500

*- Annual fees above shall be an all-inclusive not-to-exceed price and shall include all direct and indirect costs including all out-of-pocket expenses.

Hourly Rate Schedule for Supplemental Services					
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Partner	\$ 300	\$ 315	\$ 325	\$ 340	\$ 350
Manager	\$ 210	\$ 215	\$ 220	\$ 225	\$ 225
Auditor	\$ 170	\$ 175	\$ 180	\$ 180	\$ 180
Other	\$ 140	\$ 140	\$ 140	\$ 145	\$ 145

Comments:

Single audit and compliance report fees are for one major program, if additional major programs are contemplated, we will negotiate any additional fees with the Town prior to commencing work.



 Signature

Partner

 Title

5/3/22

 Date



TOWN OF HILTON HEAD ISLAND

Town Council

TO: Town Council
FROM: Mac Deford, *General Counsel*
CC: Marc Orlando, *Town Manager*, Josh Gruber, *Deputy Town Manager*
DATE: September 27, 2022
SUBJECT: Town Code Section 2-11-40 Entitled *Town Attorney Municipal Code Amendment*

SUMMARY & RECOMMENDATION:

The Town Council appoints the Town Attorney pursuant to Section 2-11-40 of the Town Code. The appointment is generally ratified under a written contract which contains the terms and conditions of the appointment, including the term of the contract. During the September 20, 2022, Town Council meeting, Town Council expressed a desire to amend Section 2-11-40 of the Town Code with a provision mandating that the Town Attorney's contract term expire on June 30 of the final year of the contract term. The reason for this amendment is to ensure that the Town Attorney's term coincides with the Town's fiscal year.

If adopted, the attached amendment of Section 2-11-40(a) will mandate that the Town Attorney's contract term expire at the end of the Town's fiscal year, June 30.

ATTACHMENTS:

1. Proposed Ordinance No. 2022-19

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2022-19

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND TO AMEND CHAPTER 11 (OFFICES AND DEPARTMENTS) OF TITLE 2 (GENERAL GOVERNMENT AND ADMINISTRATION), OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, BY AMENDING SECTION 2-11-40(a) ENTITLED *TOWN ATTORNEY*.

WHEREAS, the Town Council originally adopted Section 2-11-40 of the Town’s Municipal Code of Ordinances (“Town Code”) on September 26, 1983, establishing the appointment of a Town Attorney; and

WHEREAS, the Town Council desires the Town Attorney’s contract expiration date to coincide with the Town’s fiscal year; and

WHEREAS, the Town Council is vested with the authority to make amendments to the Town Code, and now believes that it is in the best interests of the Town to so act with respect to the matter described herein.

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

NOTE: Underlined and bold-face typed portions indicate additions to the municipal code. ~~Stricken~~ portions indicate deletions to the municipal code.

Sec. 2-11-40. - Town attorney.

- (a) **Town Council shall appoint an attorney whose designation shall be the Town Attorney. The Town Attorney shall serve under the terms of a contract negotiated by and between Town Council and the Town Attorney on such terms and conditions as each deems advisable and prudent; provided, however, that any such contract shall expire on June 30 of the final year of the term of the contract.** ~~At the first regular meeting of each council following the inauguration meeting, the council shall appoint the town attorney, who shall hold office at the pleasure of council or until a successor is duly appointed and qualified.~~
- (b) The town attorney must be a reputable member of the South Carolina Bar and be admitted to practice law in South Carolina with a practice established within the town.
- (c) It shall be the duty of the town attorney whenever called upon by council, or the necessity arises, to give his advice to the council, or any member thereof, or to the municipal clerk and other town employees on any and all legal questions which may arise in the course of the administration of the town government, or in the discharge of the duties of their respective offices; and whenever required to do so by the council, he shall give his legal opinion in

writing. He shall draw or supervise the drawing or drafting of all ordinances, and other instruments of writing relative to the business of the town when required to do so by the mayor or council. The town attorney shall approve all ordinances as to their form prior to or concurrent with final passage of the ordinance. He shall attend all of the regular meetings, and executive sessions of the council when directed by the mayor. He shall perform such other duties as required by the council. The town attorney shall receive such compensation for the discharge of his duties as fixed by resolution of the council.

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

By: _____
John J. McCann, Mayor

ATTEST:

By: _____
Krista Wiedmeyer, Town Clerk

First Reading: _____, 2022

Revised First Reading _____, 2022

Second Reading: _____

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____