



# **The Town of Hilton Head Island Regular Town Council Meeting**

**November 19, 2013**

**4:00 P.M.**

## **AGENDA**

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**As a Courtesy to Others Please Turn Off All Mobile Devices During  
the Town Council Meeting**

- 1) Call to Order**
- 2) Pledge to the Flag**
- 3) Invocation**
- 4) FOIA Compliance** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
- 5) Proclamations and Commendations**
  - a. Hilton Head Island High School “Lady Seahawks” Swim Team**
- 6) Approval of Minutes**
  - a. Town Council Meeting– November 5, 2013**
  - b. Town Council Workshop - November 7, 2013**
  - c. Town Council Workshop – November 12, 2013**
- 7) Report of the Town Manager**
  - a. Town Manager’s Items of Interest**
- 8) Reports from Members of Council**
  - a. General Reports from Council**
  - b. Report of the Intergovernmental Relations Committee – George Williams, Chairman**
  - c. Report of the Personnel Committee – Lee Edwards, Chairman**
  - d. Report of the Planning & Development Standards Committee – John McCann, Chairman**
  - e. Report of the Public Facilities Committee – Kim Likins, Chairman**
  - f. Report of the Public Safety Committee – Marc Grant, Chairman**
  - g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member**
- 9) Appearance by Citizens**

## **10) Unfinished Business**

### **a. Second Reading of Proposed Ordinance 2013-21**

Second Reading of Proposed Ordinance 2013-21 of the Town of Hilton Head, South Carolina, authorizing the execution of a contract for purchase and sale and the execution of a deed for the sale of 1.8 acres of real property located on William Hilton Parkway to William S. Toomer and Mary K. Toomer pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

## **11) New Business**

### **a. Consideration of a Recommendation – Shelter Cove Community Park**

Consideration of a Recommendation that Town Council approve the Conceptual Master Plan for the proposed Shelter Cove Community Park.

### **b. Consideration of a Resolution – SCDOT/Traffic Safety Improvements/US 278 on Jenkins Island**

Consideration of a Resolution calling for the South Carolina Department of Transportation to construct traffic safety improvements via access modifications to US 278 on Jenkins Island.

### **c. First Reading of Proposed Ordinance 2013-23**

First Reading of Proposed Ordinance 2013-23 of the Town of Hilton Head Island, South Carolina, to amend Title 10 of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Franchises), specifically Section 10-5-90; and providing for severability and an effective date.

### **d. First Reading of Proposed Ordinance 2013-25**

First Reading of Proposed Ordinance 2013-25 of the Town of Hilton Head, South Carolina, to amend Title 9 (Health and Sanitation) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 6 (Collection of Solid Waste and Recycling), specifically Section 9-6-10, Section 9-6-20, Section 9-6-40, and Section 9-6-60; and providing for severability and an effective date.

### **e. Town Manager Review/Compensation**

## **12) Executive Session**

- a. Land Acquisition**
- b. Legal Matters**
- c. Contractual Matters**
- d. Annual Review of the Town Manager**

## **13) Adjournment**

# Commendation

## *A Commendation of the Town of Hilton Head Island Congratulating*

### **Hilton Head Island High School “Lady Seahawks” Swimming Team on Capturing the 2013 Class 3-A State Championship**

***WHEREAS,** Hilton Head Island High School “Lady Seahawks” Swimming Team won their fourth consecutive Class 3-A State Championship on October 5, 2013 with a score of 433 points; and*

***WHEREAS,** each team member: Lilla Felix, Captain; Amelia Rzeczycki, Captain; Rouen Brockman, Madison Field, Victoria Gill, Lilly Kerr, Karah Kurtz, Rachel Magnin, Sarah Reamy, and Ellen Vanagel contributed to the team’s success; and*

***WHEREAS,** every Seahawk girl who competed scored points in the meet, and had their best time of the season; and*

***WHEREAS,** Madison Field won the individual championship in the 200 individual medley, breaking the school record with a time of 2:09.32; and*

***WHEREAS,** Lilla Felix and Sarah Reamy finished 1<sup>st</sup> and 2<sup>nd</sup> with times of 5:04 and 5:10.88 respectively in the 500 freestyle; and*

***WHEREAS,** the Seahawks’ 200 Medley Relay team of Lilla Felix, Madison Field, Amelia Rzeczycki and Rachel Mangin finished 2<sup>nd</sup> and broke the school record with a time of 1:51.70; and*

***WHEREAS,** the 400 freestyle relay team of Lilla Felix, Victoria Gill, Amelia Rzeczycki and Madison Field finished 1<sup>st</sup> with a time of 3:38.46; and*

***WHEREAS,** Lilla Felix also finished 2<sup>nd</sup> in the 100 backstroke breaking a school record with a time of 58.98, while Victoria Gill was 3rd in the 200 freestyle with a 1:55.68.*

***NOW, THEREFORE, I, Drew A. Laughlin, Mayor, of the Town of Hilton Head Island, South Carolina, on behalf of the Town Council, do hereby commend and congratulate Hilton Head Island High School “Lady Seahawks” Swim Team and Head Coach, Mike Lane, on capturing their fourth consecutive Class 3-A State Championship.***

***IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this 19<sup>th</sup> day of November, Two Thousand and Thirteen.***



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Drew A. Laughlin, Mayor

## THE TOWN OF HILTON HEAD ISLAND

### REGULAR TOWN COUNCIL MEETING

**Date:** Tuesday, November 5, 2013

**Time:** 4:00 P.M.

**Present from Town Council:** Drew A. Laughlin, *Mayor*; Bill Harkins, *Mayor Pro Tem*, George Williams, Kim Likins, Marc Grant, John McCann, *Council Members*; Lee Edwards, *Council Member*, arrived at 5:59 P.M.

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Lavarn Lucas, *Fire Chief*; Scott Liggett, *Director of Public Projects and Facilities/Chief Engineer*; Susan Simmons, *Director of Finance*; Jill Foster, *Deputy Director of Community Development*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Deputy Fire Chief – Operations*; Ed Boring, *Deputy Fire Chief-Support Services*; Joheida Fister, *Fire Marshal*; Shea Farrar, *Senior Planner*; Julian Walls, *Facilities Manager*; Alice Derian, *Contracts and Services Administrator*; Shawn Colin, *Deputy Director of Community Development*; Jayne Lopko, *Senior Planner*; Jennifer Lyle, *Assistant Town Engineer*; Nancy Gasen, *Director of Human Resources*; Melissa Cope, *Systems Analyst*; Lynn Buchman, *Administrative Assistant*; Vicki Pfannenschmidt, *Executive Assistant*

**Present from Media:** Tom Barton, Island Packet

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#### 1) CALL TO ORDER

Mayor Laughlin called the meeting to order at 4:00 p.m. Mayor Laughlin stated that Council Member Edwards had indicated he would be late in arriving to today's meeting.

#### 2) PLEDGE TO THE FLAG

#### 3) INVOCATION

#### 4) FOIA Compliance – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

#### 5) Proclamations and Commendations

##### a. Hilton Head Preparatory School “Dolphins” Varsity Girls Tennis Team SCISA Class 3-A State Championship

Coach deBoer, Assistant Coach Josh Myers, and members of the Tennis Team were present to accept the Commendation.

##### b. Pancreatic Cancer Awareness Month

Mr. Richard Boccabella was present to accept the Proclamation.

##### c. America Recycles Day

Kathy Diello and Becky Ford were present to accept the Proclamation.

#### 6) Approval of Minutes

##### a. Town Council Meeting– October 15, 2013

Mr. Harkins moved to approve. Mr. Williams seconded. The minutes of the October 15, 2013 Town Council were approved by a vote of 6-0.

## **7) Report of the Town Manager**

### **a. Planning Commission Proposed Recommendations for 2014 Targets for Action suggested for Town Council - Terry Ennis**

Mr. Riley invited Terry Ennis, Chairman of the Comprehensive Planning Sub-Committee, to make a presentation on their recommendations for the Targets for Action for next year in advance of the Workshop. Mr. Ennis displayed charts and explained the process utilized to develop the concepts, ideas, and objectives established from 3 workshops attended by a cross-section from the Town. These included recommended steps to reach particular objectives that can be begun in 2014 as a guide for the future, but not necessarily to be completed immediately. He briefly discussed with Mr. McCann the critical layer of broadband infrastructure needed and approaches to be taken, and the concept of Connect SC, which he recommended be considered. Mrs. Likins and Mr. Ennis discussed marketing efforts directed to the corporate hospitality arena, and efforts being made by the Chamber. Mr. Harkins suggested that this presentation should be made to the Economic Development Corporation (EDC), and Mr. Ennis noted the EDC does list some of these as their top objectives.

### **b. Town Manager's Items of Interest**

Mr. Riley reported on some items of interest and upcoming meetings. Mr. Riley asked Shawn Colin to update the Council on the Economic Development Corporation and its organizational efforts.

Shawn Colin, Deputy Director of Community Development, reviewed the meeting schedule for the Economic Development Corporation (EDC) and the progress made in establishing the organization, electing officers, adopting by-laws, and other background work completed, including an Island tour. He reported a 6-month plan has been identified, with one of the key next steps being a strategic planning session similar to the Council's for some time in January, to define the work to be done and to organize their assets and resources to execute an approach plan.

In response to Mr. McCann's inquiry concerning timing for the hiring of an Executive Director, Mr. Colin indicated once a workshop is completed to determine their objectives and expectations to define their work and focus, a selection of an Executive Director can be based on skills needed to execute the work. He noted the EDC is taking the lead on self-governing under the mission, charter, and expectations provided by Town Council.

Mr. Riley noted a Council Workshop scheduled for November 12, 2013 at 5:00 p.m to discuss the bigger picture of what they are trying to accomplish at Coligny. He also noted the series of meetings last week on the Arts Collaboration, resulting in a request by the consultants for a Council Workshop which has just been scheduled for December 11, 2013 at 4:30 p.m. to discuss the big picture issues needing guidance before they finalize their report. He noted the Recreation Center expansion workshop was moved to Thursday, November 7.

Mr. Riley stated that detailed district-by-district reassessment numbers have been provided and are now being reviewed and projections updated, and it appears that the Tax Increment Financing District (TIF) will be less impacted than earlier projected, with values showing less of a decline than other areas of the Island. Although the expectation was that no roll-up millage would be used, he reported that everyone did so, which resulted in a shortfall not of \$4 to \$5 million, but closer to \$500 - \$600 thousand. Therefore, he was recommending that the Mathews Connectivity project that had been shelved be brought back for consideration and re-prioritization for Staff, since the infrastructure improvements will benefit investors making improvements to their properties in that area.

**c. September/October, 2013 Policy Agenda, Management Targets and CIP Updates**

Mr. Riley noted he was available for any questions concerning the updates that were included in the packet.

**8) Reports from Members of Council**

**a. General Reports from Council**

Mr. Williams reported on his attendance at the Hilton Head Island/Bluffton Chamber of Commerce Governmental Affairs Committee meeting, where a presentation was given on flood, homeowners, and wind and hail insurance issues. The Chamber has been asked to support Senator Davis' bill, which will be considered by the Chamber's Board. Mr. Williams provided an update on the dredging scheduled to occur at South Beach and Harbour Town. Mayor Laughlin noted the Hilton Head Island/Bluffton Chamber of Commerce State of the Region Luncheon was held this week and was well attended by over 700 people, which was 200 more than their previous high attendance. He added that the Concours d'Elegance was also well attended, and the new venue was spectacular and will springboard that event to the next level without a doubt. He congratulated Carolyn Vanagel, Stew Brown, and the volunteers who helped with the event.

**b. Report of the Intergovernmental Relations Committee – George Williams, Chairman**

Mr. Williams reported that the next meeting is scheduled for November 18, 2013, at 10:00 a.m. Representative Andy Patrick and Senator Tom Davis are scheduled to attend and discuss the upcoming legislative session.

**c. Report of the Personnel Committee – Lee Edwards, Chairman**

In the absence of Mr. Edwards, Mrs. Likins reported that several interviews had been conducted over the past few weeks, and recommendations would be coming forward in Executive Session.

**d. Report of the Planning & Development Standards Committee – John McCann, Chairman**

No report.

**e. Report of the Public Facilities Committee – Kim Likins, Chairman**

Mrs. Likins reported the Committee had met today and a motion was adopted to recommend to Town Council to approve the Resolution requesting the SCDOT to construct traffic safety improvements on US 278 near Jenkins Island. Also, a lengthy discussion took place and the Committee approved the conceptual master plan for the proposed Shelter Cove Park, with the change of the dock being modified to approximately 200 feet if that can be approved and permitted. Mayor Laughlin expressed his hope that Council will support the traffic improvements at Windmill Harbour, which while not ideal, is a big improvement and has the support of the Windmill Harbour POA and will not cost the Town.

**f. Report of the Public Safety Committee – Marc Grant, Chairman**

Mr. Grant stated the Committee met yesterday and were presented the crime statistics report for the 3<sup>rd</sup> quarter showing an overall lower crime rate, but specific safety issues at Northridge and Pope Avenue were discussed. On the issue of yard debris pickup, he reported that a Town appointed Committee or team had met with groups from the community, and they had urged that a realistic solution be found to address this small issue. It was suggested in an informal discussion of the Committee members that the Committee should give the Town team direction to investigate ideas such as a seasonal one-day program in the spring and fall for income-based assistance and involvement of local churches.

**g. Report of the LMO Rewrite Committee – Kim Likins, Ex-Officio Member**

Mrs. Likins stated the Committee has moved to the public process with the LMO draft, with the 10 chapters broken down into 3 different stages with public hearings set for Planning

Commission meetings on December 4, December 18, and January 15, 2014. She has requested that Town Council members receive a draft copy in advance so they may have time to review it in detail. Their attendance at the Planning Commission meetings was encouraged.

**9) Appearance by Citizens**

None.

**10) Unfinished Business**

**a. Second Reading of Proposed Ordinance 2013-13**

Second Reading of Proposed Ordinance 2013-13 to repeal Chapter 7 of Title 9 of the Municipal Code of the Town of Hilton Head Island, South Carolina and to reenact a new Chapter 7 of Title 9, open burning; and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. McCann seconded. The motion was approved by a vote of 5-1, with Mr. Grant opposed.

**11) New Business**

**a. Consideration of a Resolution - Condemnations**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing condemnation, pursuant to S.C. Code Section 28-2-10, *et seq.*, of temporary construction easement rights in property owned by Long Cove Club Associates, L.P., and pathway easement and temporary construction easement rights in property owned by Christian Renewal Church, Inc., The 2000 Group, LLC, 220 Pembroke Place Owners Association, Inc., and DDJ, LLC.

Mr. Harkins moved to approve. Mr. McCann seconded. Mr. Harkins and Mr. Riley discussed the ongoing attempts at dialog that have proved unsuccessful and the letters that would be sent that often generate a response. The motion was approved by a vote of 6-0.

**b. Consideration of a Recommendation – Sewer Capacity Rights**

Consideration of a Recommendation that Town Council approve the transfer of 50 REUs (Residential Equivalent Units) of sewer capacity rights, held by the Town, to the not-for-profit Project SAFE organization so as to assist income-qualified residents in connecting to the public sewer system.

Mrs. Likins moved to approve. Mr. McCann seconded. Mr. Harkins and Mr. Riley discussed the 31.67 REU's remaining for Town use, which could be released at some point in the future. Depending on future acquisitions, Mr. Riley pointed out there may be more. Mr. Grant and Mayor Laughlin agreed this was good for the community to obtain water and sewer service. The motion was approved by a vote of 6-0.

**12) Executive Session**

Mr. Riley stated he needed an Executive Session for contractual matters pertaining to land acquisition, including a proposal to sell a portion of the Old Welcome Center site; contractual matters pertaining to the Franchise Agreement with Republic Waste; and personnel matters pertaining to appointments to Boards and Commissions. He suggested that personnel matters pertaining to the annual review of the Town Manager be discussed only if time permitted.

At 4:56 p.m. Mr. Harkins moved to go into Executive Session for the reasons given by the Town Manager. Mrs. Likins seconded. The motion was approved by a vote of 6-0.

Mayor Laughlin called the meeting back to order at 5:31 p.m. As a result of the Executive Session the following items were addressed as stated below.

**11) New Business**

**c. First Reading of Proposed Ordinance 2013-21**

First Reading of Proposed Ordinance 2013-21 of the Town of Hilton Head, South Carolina, authorizing the execution of a contract for purchase and sale and the execution of a deed for the sale of 1.8 acres of real property located on William Hilton Parkway to William S. Toomer and Mary K. Toomer pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2011), and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983); and providing for severability and an effective date.

Mr. Harkins moved to approve. Mr. Williams seconded. The motion was approved by a vote of 6-0.

**d. First Reading of Proposed Ordinance 2013-23**

First Reading of Proposed Ordinance 2013-23 amending the Republic Services, Inc. a non-exclusive franchise for the purpose of conducting wastehauling and recycling collection for single family residential and certain multi-family residential units within the Town of Hilton Head Island; and, providing for severability and an effective date.

Mr. Riley indicated there was an issue with the Proposed Ordinance in that the Franchise Agreement was referenced in the cover memo and the Ordinance, but the attachment was not included and made publicly available. Therefore, Mr. Riley suggested a discussion of the provisions follow to inform the public and to provide the Franchisee some measure of Council's willingness to make the changes, with no adoption of the Ordinance occurring today. He noted that without adoption of this Ordinance, there is no reason to adopt the following Ordinance, so both would be brought back for first reading.

Mr. Riley referenced the Staff Memo included in the agenda packet that highlighted the proposed changes. Briefly, he stated multi-family services would be terminated effective December 31, 2013. That market would be open to competitive bids, with a requirement that recycling be included in the base bids, and the possibility of penalties, tickets, fines leading to suspension or revocation would be included as suggested by a Councilmember. Single family, non-rental would remain under the Franchise Agreement for an additional 9 month period through September 30, 2014, during which time Council will need to make further decisions concerning waste collection and recycling for single family, non rental. The Franchisee's proposal is to terminate the franchise fee effective December 31, 2013, and the price increase of 2.25% originally scheduled for March 1, 2014, would be effective January 1, 2014, with Saturday collection services no longer offered to single family, non rental.

A discussion ensued among Mr. Riley, Brian Hulbert, Staff Attorney, and Mayor Laughlin concerning the definition of single family vs. multi-family, with comments added by Chester Williams and Steve Weber, attorney for Republic. Mr. Riley confirmed that a requirement in the bids would be to use the Recycling Center, which is already stated in the Ordinance, so that the very successful single stream recycling program will continue. Mr. Weber noted that the proposal includes transfer of the recycling carts purchased by Republic to the Town.

Concerns about the Republic proposal were discussed, including what options might be available for multi-family and rental properties by the end of the year, and the timing to have a new Franchise Agreement in effect by September 30, 2014 for single family, non-rental. Mr. Rob Moore, a multi-family property manager, expressed confidence that a new agreement at an



acceptable price point could be reached by the end of the year, including the ability to terminate for non-performance to the standards set. However, he noted meetings with the Boards of the various HPRs would need to be scheduled as soon as a decision is made to terminate the existing contract. He applauded the direction in which Council is headed.

Mr. Edwards arrived at 5:59 p.m. and joined the other Council Members at the dias.

Mr. Weber offered additional comments concerning the September termination date, and offered Republic's assistance in creating a new RFP and Ordinance using their past experience to get this done in a timely manner.

Mr. Riley expressed the need to send a message as quickly as possible that the Town is willing to proceed in this manner and encouraged the Council to indicate publicly whether they are comfortable with this direction. A suggested motion was made and Mr. Harkins moved to approve and Mrs. Likins seconded. After discussion, the motion and second were withdrawn by Mr. Harkins and Mrs. Likins. Mayor Laughlin suggested a motion to direct the Town Manager to prepare a Franchise Agreement similar to the terms and conditions discussed at the meeting for consideration by Council at its next meeting. Mr. Harkins moved to approve. Mrs. Likins seconded. The motion was approved by a vote of 7-0.

**e. First Reading of Proposed Ordinance 2013-25**

First Reading of Proposed Ordinance 2013-25 of the Town of Hilton Head, South Carolina, to amend Title 9 (Health And Sanitation) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 6 (Collection of Solid Waste and Recycling), specifically Section 9-6-10, Section 9-6-20, Section 9-6-40, and Section 9-6-60; and providing for severability and an effective date.

No action was taken as discussed previously.

**f. Consideration of Appointments to Boards and Commissions**

Council Member Kim Likins moved that the following Town Board and Commission members be appointed:

For the Parks and Recreation Commission, appoint Mike Weaver to fill an unexpired term of July 1, 2011 to June 30, 2014;

For the Board of Zoning Appeals, appoint Steve Wilson to fill an unexpired term of July 1, 2012 to June 30, 2015;

For the Board of Zoning Appeals, re-designate Jeff North as the Attorney appointee;

For the Construction Board of Adjustments and Appeals, appoint Robert Zinn as an at-large appointee to fill the unexpired term of Ray Carlton of July 1, 2010 to June 30, 2014.

Mr. Williams seconded. The motion was unanimously approved by a vote of 7-0.

**g. Town Manager Review/Compensation**

Mayor Laughlin noted that Council would like to defer this until the next meeting.

### 13) Adjournment

Mr. Williams moved to adjourn. Mrs. Likins seconded. The motion was unanimously approved by a vote of 7-0. The meeting was adjourned at 6:14 p.m.

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Lynn Buchman  
Administrative Assistant

Approved:

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Drew A. Laughlin, Mayor

DRAFT

**THE TOWN OF HILTON HEAD ISLAND**  
**TOWN COUNCIL WORKSHOP**

**Date:** Thursday, November 7, 2013

**Present from Town Council:** Drew A. Laughlin, *Mayor*; Bill Harkins, *Mayor Pro-Tem*; George Williams, Kim Likins, Lee Edwards, Marc Grant, John McCann, *Council Members*.

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Susan Simmons, *Director of Finance*; Jill Foster, *Deputy Director of Community Development*; Nicole Dixon, *Senior Planner*; Lynn Buchman, *Administrative Assistant*

**Present from Media:** Tom Barton, *The Island Packet*

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**1) CALL TO ORDER**

- 2) FOIA COMPLIANCE** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**3) Recreation Organization, Management and Performance Audit**

The workshop convened at 6:00 p.m. Mayor Laughlin opened the meeting and noted the workshop would be devoted to recreation. Steve Riley reminded Council that this Workshop was requested by representatives from the Rec Center to provide an opportunity to discuss various matters that came out of the Mid-Year Workshop.

Frank Soule, Alan Perry and Bubba Gillis were present from the Island Recreation Association and discussed with Council Members the various programs offered by the Island Rec Center, the usage numbers for specific programs, and the revenues generated. Mr. Riley referenced a memo developed by Town Staff outlining the services provided by the Town, including financial oversight. A discussion followed concerning measurement outcomes for the various programs with both participants and parents as it relates to management and decisions for future direction. The maintenance provided by Beaufort County Public Works and PALS, the quality of the work, and scheduling responsibilities were discussed. The possibility of creating a citizens ad hoc Committee to oversee the Recreation Plan, dissolving the Parks & Recreation Commission, and allowing the Island Recreation Association to report directly to Town Council or Public Facilities was briefly discussed.

**4) Recreation Center Expansion: Direction on Future Phases**

Tom Parker with Lee & Parker and Barry Taylor with FWA Group reviewed in detail the Island Recreation Center Proposed Expansion – Site/Phasing Plan that was included in the agenda packet. They pointed out the existing components, new gymnasium and other areas to be added, and renovations and refurbishing suggested in 6 phases. Projected figures for each phase were provided. A lengthy discussion ensued among the Council Members, Mr. Parker, Mr. Taylor, and the Island Recreation Association representatives concerning the proposal, including projected revenue and expenses, with further discussion about priorities to take place at the year end Workshop with additional information provided at that time by Town Staff.

Mayor Laughlin asked for public comments. Jocelyn Staigar asked for clarification of certain improvements and the types of surveys being conducted, and explanations were provided.

**5) Discussion of Aquatic Center/Splash Pad Direction**

Mr. Parker and Mr. Taylor presented a proposal for a Chaplin Park Expanded Water Feature with a community splash pad. They reviewed in detail a conceptual site plan, the reasons for locating the water feature at Chaplin Park, the attractions for consideration, and the estimated community investment. Attendance figures were projected that would generate needed revenues to offset operational expenses. A discussion ensued among the Council Members, Mr. Parker, Mr. Taylor, and the Island Recreation Association representatives, which included debt service funding, the economic impact, and the revenues generated that could possibly subsidize a future aquatic center. Further review would be conducted at the year end Workshop.

Mayor Laughlin asked for public comments. Heather Rath complimented the Rec Center Staff on the pre-school and other programs currently offered at the Rec Center and stated her support of the proposed expansion of the Rec Center and the need for the proposed water park.

**6) Adjournment**

The workshop adjourned at 7:48 p.m.

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Lynn Buchman  
Administrative Assistant

Approved:

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Drew A. Laughlin, Mayor

**THE TOWN OF HILTON HEAD ISLAND**  
**TOWN COUNCIL WORKSHOP**

**Date:** Tuesday, November 12, 2013

**Present from Town Council:** Drew A. Laughlin, *Mayor*; Bill Harkins, *Mayor Pro-Tem*; George Williams, Kim Likins, Lee Edwards, Marc Grant, John McCann, *Council Members*.

**Present from Town Staff:** Steve Riley, *Town Manager*; Greg DeLoach, *Assistant Town Manager*; Charles Cousins, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Susan Simmons, *Director of Finance*; Bret Martin, *Deputy Director of Finance*; Jill Foster, *Deputy Director of Community Development*; Shawn Colin, *Deputy Director of Community Development*; Jennifer Ray, *Urban Designer*; Brian Hulbert, *Staff Attorney*; Melissa Cope, *Systems Analyst*; Vicki Pfannenschmidt, *Executive Assistant*

**Present from Media:** Tom Barton, *The Island Packet*

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**1) CALL TO ORDER**

Mayor Laughlin called the meeting to order at 5:00 p.m.

**2) FOIA COMPLIANCE** – Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

**3) Discussion of Coligny Area Improvements and USCB.**

Mayor Laughlin explained that this was a workshop and that there had been several public meetings for the purpose of disseminating information and receiving public input. He stated that this workshop will allow Council to talk through the issues at hand concerning USCB and the proposed Coligny area improvements.

Steve Riley provided a background of the many past and most recent proposed plans and improvements for the Coligny area. He suggested the first thing Council needed to do was to determine if they wanted USCB on Hilton Head Island and that he felt bringing the University to the Island would be far more transformational for the community as a whole than anything that would be done or not done at Coligny. He added that he felt Council should commit to USCB quickly and implement it without delay.

Detailed discussion continued with each Council member speaking in support of USCB coming to Hilton Head Island and their feelings on location and the proposed improvements for the Coligny area.

Numerous members of the community acknowledged support and while others expressed concerns regarding USCB locating on Hilton Head Island and the proposed improvements in the Coligny area.

**4) Adjournment**

The workshop adjourned at 7:09 p.m.

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Vicki Pfannenschmidt  
Executive Assistant/Town Clerk

Approved:

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Drew A. Laughlin, Mayor

DRAFT



# Items of Interest

## November 19, 2013

### 1. Town News

Capt. Dave Britton has been appointed to the NFPA Technical Committee for Fire Service Training. The Training Committee establishes the National Minimum Standards governing all fire service training in the US. Dave will serve as Chief Lucas' alternate on the Committee.

(Contact Lavarn Lucas, Fire Chief at (843) 682-5153 or [lavarln@hiltonheadislandsc.gov](mailto:lavarln@hiltonheadislandsc.gov))

Senior Fire Inspector Sam Burnett has successfully completed his Bachelor of Science degree in Fire Science from Columbia Southern University.

(Contact Lavarn Lucas, Fire Chief at (843) 682-5153 or [lavarln@hiltonheadislandsc.gov](mailto:lavarln@hiltonheadislandsc.gov))

The Town recently helped sponsor the production of a storm water touch-screen education kiosk by Clemson Extension, the Lowcountry Institute and the Port Royal Sound Foundation. Other sponsors included Beaufort County, Beaufort County Storm Water Utility, the Town of Bluffton and Carolina Clear. The kiosk is part of the Town of Hilton Head Island's efforts to educate the public on the environmental, social and economic problems surrounding storm water and storm water pollution, and on what steps we can take as individuals to help solve those problems. This kiosk was unveiled at the 350/30 Open House; it will soon be circulating through the Property Owner Association offices on the island in an effort to reach as many citizens as possible.

(Contact Sally Krebs, Sustainable Practices Coordinator at (843) 341-4690 or [sallyk@hiltonheadislandsc.gov](mailto:sallyk@hiltonheadislandsc.gov))

The Town Council Annual Workshop will be conducted from Thursday, November 21, 2012, through Saturday, November 23, 2013, in Beaufort, SC.

(Contact: Greg DeLoach, Assistant Town Manager at 843-341-4634 or [gregd@hiltonheadislandsc.gov](mailto:gregd@hiltonheadislandsc.gov))

## 2. Noteworthy Events

- a) Some of the upcoming meetings at Town Hall:
- Planning Commission – November 20, 2013, 3:00 p.m.
  - Board of Zoning Appeals – November 25, 2013, 2:30 p.m.
  - Design Review Board – November 26, 2013, 1:15 p.m.
  - Town Hall Closed – Thanksgiving Break – November 28-29, 2013
  - Public Safety Committee – December 2, 2013
  - Public Projects and Facilities Committee – December 3, 2013, 2:00 p.m.
  - Town Council – December 3, 2013, 4:00 p.m.

(Meetings subject to change and/or cancellation. Please visit the Town of Hilton Head Island website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) for meeting agendas.

### 2013 Hilton Head Island Events

Thursday, November 28, 2013 8:00am-11:00am	Island Recreation Association/GoTri Sports Hilton Head Island Turkey Trot 5k & 10k	Hilton Head Plantation
Saturday, November 30, 2013 3:30pm-5:30pm	Hilton Head Island Tree Lighting	Arts Center of Coastal Carolina Parking Lot





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## TOWN OF HILTON HEAD ISLAND

### *Community Development Department*

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**TO:** Stephen G. Riley, CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Community Development Director*  
**VIA:** Shawn Colin, AICP, *Deputy Director of Community Development*  
**FROM:** Shea Farrar, *Senior Planner*  
**DATE:** November 7, 2013  
**SUBJECT:** Proposed Ordinance No. 2013-21  
Authorize the Sale of Real Property (Portion of Previous Welcome Center Site)

---

Town Council made no changes to proposed Ordinance No. 2013-21 as a result of the first reading on November 5, 2013.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE AND SALE AND THE EXECUTION OF A DEED FOR THE SALE OF 1.8 ACRES OF REAL PROPERTY LOCATED ON WILLIAM HILTON PARKWAY TO WILLIAM S. TOOMER AND MARY K. TOOMER PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. § 5-7-40 (SUPP. 2011), AND § 2-7-20, *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 (hereinafter “Town”) owns a parcel of real property known as R511-007-000-0152-0000 (the “Town Property”), which is located on William Hilton Parkway, Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, the Town has agreed to sell to William S. Toomer and Mary K. Toomer a portion of the Town Property consisting of approximately 1.8 acres, which portion shall be encumbered and combined with property currently owned by William S. Toomer and Mary K. Toomer known as R511-007-000-0064-0000 in accordance with the terms and conditions set forth in that certain Contract for Purchase and Sale, a copy of which is attached hereto as Exhibit “A” (the “Contract”); and,

WHEREAS, under the provisions of S.C. Code Ann. § 5-7-40 (SUPP. 2011) and § 2-7-20, *Code of the Town of Hilton Head Island, South Carolina*, (1983), the conveyance or granting of an interest in real property owned by the Town of Hilton Head Island must be authorized by Ordinance.

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

***Section 1.*** Execution of Agreement.

- (a) The Mayor and Town Manager are hereby authorized to execute and deliver the Contract in a substantially similar form to that attached hereto as Exhibit "A" for the

conveyance of Town-owned real property to William S. Toomer and Mary K. Toomer; and

- (b) The Mayor and/or Town Manager are hereby authorized to take such other and further actions as may be necessary to complete the transactions contemplated in the Contract as authorized hereby, including the execution and delivery of the Deed and all other documents called for in the Contract.

**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 NOVEMBER, 2013.**

\_\_\_\_\_  
Drew A. Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Victoria L. Pfannenschmidt, Town Clerk  
First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Gregory M. Alford, Town Attorney

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

EASTBOUND LANES - WILLIAM HILTON PARKWAY

**+/- 1.4 ACRES REMAIN  
TOWN OF HHI**

14' RE-LOCATABLE PATHWAY/EASEMENT

PROPOSED 75' BUFFER FROM WHP (ACCOMODATES WIDENED WHP R-O-W)

30' WIDE RE-LOCATABLE CROSS ACCESS FOR TOWN

**+/- 1.8 ACRES  
TO CRAZY CRAB**

NEW PROPERTY  
LINE LOCATION

EXISTING PROPERTY LINE LOCATION

MARSHES OF JARVIS CREEK

CRAZY CRAB  
RESTAURANT

**EXHIBIT "A" - CONCEPT SKETCH  
FOR  
WELCOME CENTER/ CRAZY CRAB  
PROPERTY  
RECONFIGURATION**

PREPARED BY: TOWN OF HILTON HEAD ISLAND  
SEPTEMBER 23, 2013



## TOWN OF HILTON HEAD ISLAND

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### *Community Development Department*

**TO:** Stephen G. Riley, CM, *Town Manager*  
**VIA:** Charles Cousins, AICP, *Director of Community Development*

**FROM:** Jennifer B. Ray, *Urban Designer*  
**DATE:** November 6, 2013  
**SUBJECT:** Proposed Shelter Cove Community Park – Conceptual Master Plan

---

**Recommendation:** Staff recommends that Town Council approve the Conceptual Master Plan for the proposed Shelter Cove Community Park.

**Summary:** As part of the Shelter Cove Mall redevelopment plans, the Shelter Cove Community Park is proposed to be relocated from its current location to a larger space behind the existing mall that encompasses more of Broad Creek. A Conceptual Master Plan has been developed based on the program approved by Town Council in September 2012.

**Background:** Town Staff, the Mall developers (Mark Senn & Matt Mills, Blanchard and Calhoun), the Island Recreation Association, and the Shelter Cove Harbour Company have met on multiple occasions with members of Blanchard and Calhoun's design team, Wood+Partners, to discuss the design for the community park. The general design principles include a park that is flexible for various types of events, while encouraging regular day-to-day use in a passive manner. The Proposed Physical Improvements approved by Town Council in September 2012 include the following:

1. Large open space
2. Electrical hook-ups and water spigots (located on the edges of open space)
3. Parking throughout the Mall development and on-street parking
4. Internal pathways with connectivity to other public pathways
5. Bike racks
6. Wi-Fi
7. Playground with picnic shelter
8. Restroom and storage building
9. Site furnishings including benches, picnic tables, trash receptacles, arbor swings, etc.
10. Low-level (security) lighting
11. Pier/Dock
12. Signature element such as a fountain and/or public art piece

Key features of the park as shown on the attached master plan (prepared by Wood+Partners, dated October 1, 2013) include a park entry with water feature; a central event lawn including shade structures, seating areas, and an event plaza with potential for public art; a festival lawn including a playground with shade sails, restrooms, and a sunset pavilion; a waterfront pedestrian promenade

including arbor swings and interpretive signage; picnic shelters; a performance lawn including an elevated performance plaza and open air shelter; and a garden lawn with “back-of-house” staging. A boardwalk with open-air pavilion at its terminus is being considered in conjunction with the event plaza.

The Parks and Recreation Commission moved to approve the Conceptual Master Plan as presented on October 24, 2013. The Public Facilities Committee moved to recommend to Town Council to approve the proposed Shelter Cove Community Park Conceptual Master Plan as presented on November 5, 2013, with the understanding that they fight for a shorter pier of approximately 200 feet.





OPEN AIR PAVILION



OPEN AIR BOARDWALK PAVILION



OPEN AIR BOARDWALK PAVILION



ARBOR SWING



PERFORMANCE LAWN



ELEVATED DECK/EVENT PLAZA



WATERFRONT PARK



PLAYGROUND WITH SHADE SAIL

SUNSET PAVILION AND  
RESTROOMS WITH  
WEST FACING PATIO  
SUNSET LAWN  
PLAYGROUND WITH  
SHADE SAIL



SHADE STRUCTURE



MOVEABLE CHAIRS FOR PEOPLE  
WATCHING



SHADE STRUCTURE



WATER FEATURE

BUMP OUTS WITH  
SEATING EVERY 200'

BOARDWALK (20') WITH PAVILION  
AT TERMINUS  
EVENT PLAZA WITH POTENTIAL  
FOR PUBLIC ART

SHADE STRUCTURE WITH BOSQUES  
(MOVEABLE CHAIRS FOR  
PEOPLE WATCHING)

PROMENADE  
WITH INTERPRETIVE  
SIGNAGE

PICNIC SHELTER  
PEDESTRIAN  
PROMENADE

ARBOR SWINGS (TYP.)

ELEVATED PERFORMANCE PLAZA  
WITH OPEN AIR SHELTER

GARDEN ROOM AND  
"BACK OF HOUSE"  
STAGING



FESTIVAL LAWN

PEDESTRIAN ACCESS  
SERVICE  
ACCESS

FESTIVAL  
LAWN

EVENT  
LAWN

FESTIVAL  
LAWN

PERFORMANCE  
LAWN

GARDEN  
LAWN

PICNIC SHELTER

PEDESTRIAN ACCESS

LOW WALL  
SEAT STEPS  
WATER FEATURE  
MAIN PARK ENTRY

PEDESTRIAN ACCESS  
LOW ORNAMENTAL  
FENCE WITH  
PLANTINGS

BIKE CORRAL  
GATED SERVICE ACCESS

AERATING FOUNTAIN



LOW PLANTINGS AT STREET PARKING



ORNAMENTAL FENCE



# SHELTER COVE COMMUNITY PARK Preliminary Concept Master Plan

Hilton Head Island, SC  
October 1, 2013

Prepared By:

Wood+Partners Inc. **WPI**  
Landscape Architects  
Land Planners





## **MEMORANDUM**

**TO:** Town Council

**FROM:** Public Facilities Committee

**VIA:** Stephen G. Riley, CM and Town Manager  
Scott Liggett, Director of Public Projects & Facilities / Chief Engineer

**DATE:** November 19<sup>th</sup>, 2013

**RE:** Resolution Requesting South Carolina Department of Transportation to Construct Traffic Safety Improvements along US 278 on Jenkins Island

---

**Recommendation:** The Public Facilities Committee recommends that Town Council approve the attached resolution which requests the South Carolina Department of Transportation (SCDOT) to construct a variety of traffic safety improvements along US 278 on Jenkins Island coincident with, or as soon as is practical subsequent to, the completion of the Bluffton Parkway Phase 5-A (Flyover) Project, anticipated for the fall of 2015.

**Summary:** At their November 5<sup>th</sup>, 2013 meeting, the Public Facilities Committee approved a motion to forward the above recommendation to Town Council. The traffic safety improvements include the construction of a new road connection between US 278 and Blue Heron Point Road, with access to and from US 278 and the new road connection limited to right-in and right-out movements only. Two possible alignments for this new road connection as provided by Windmill Harbour's consulting engineer are attached, but the final design shall be resolved by the SCDOT in accordance with their engineering standards and practices. The improvements also include the complete closure of the median crossover serving Blue Heron Point Road, and the partial closure of the median closure serving Windmill Harbour's front entrance and Gateway Drive, with movements through this crossover limited to ingress left turns from westbound US 278 into Windmill Harbour. This modification would also limit traffic movements to and from US 278 and Gateway Drive to right-in and right-out movements. Additional improvements include modification of the existing left turn lane serving the ingress left turn from westbound US 278 into Windmill Harbour, lengthening of the acceleration lane that serves egress right turns from Windmill Harbour onto eastbound US 278, and the

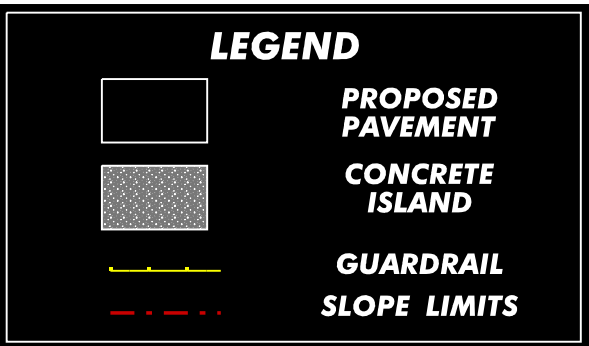
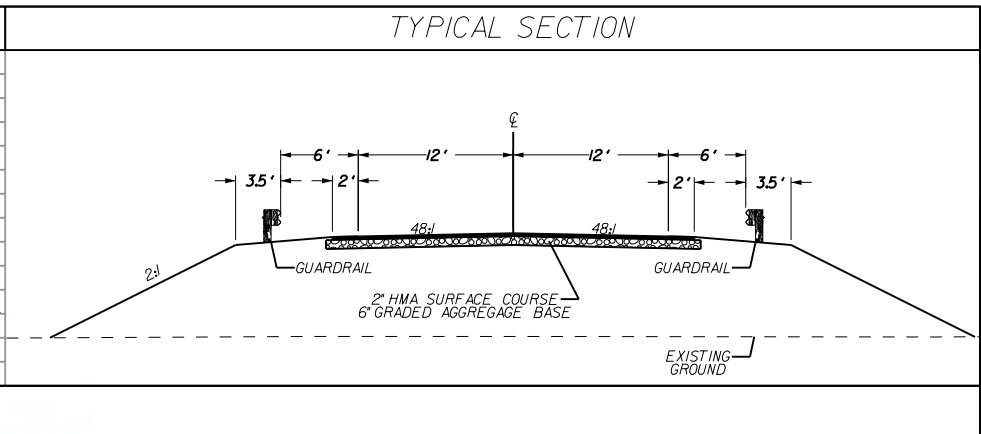
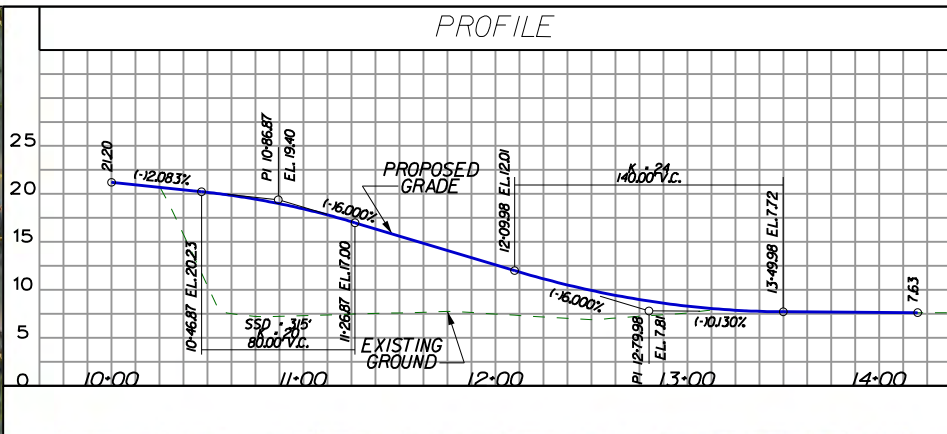
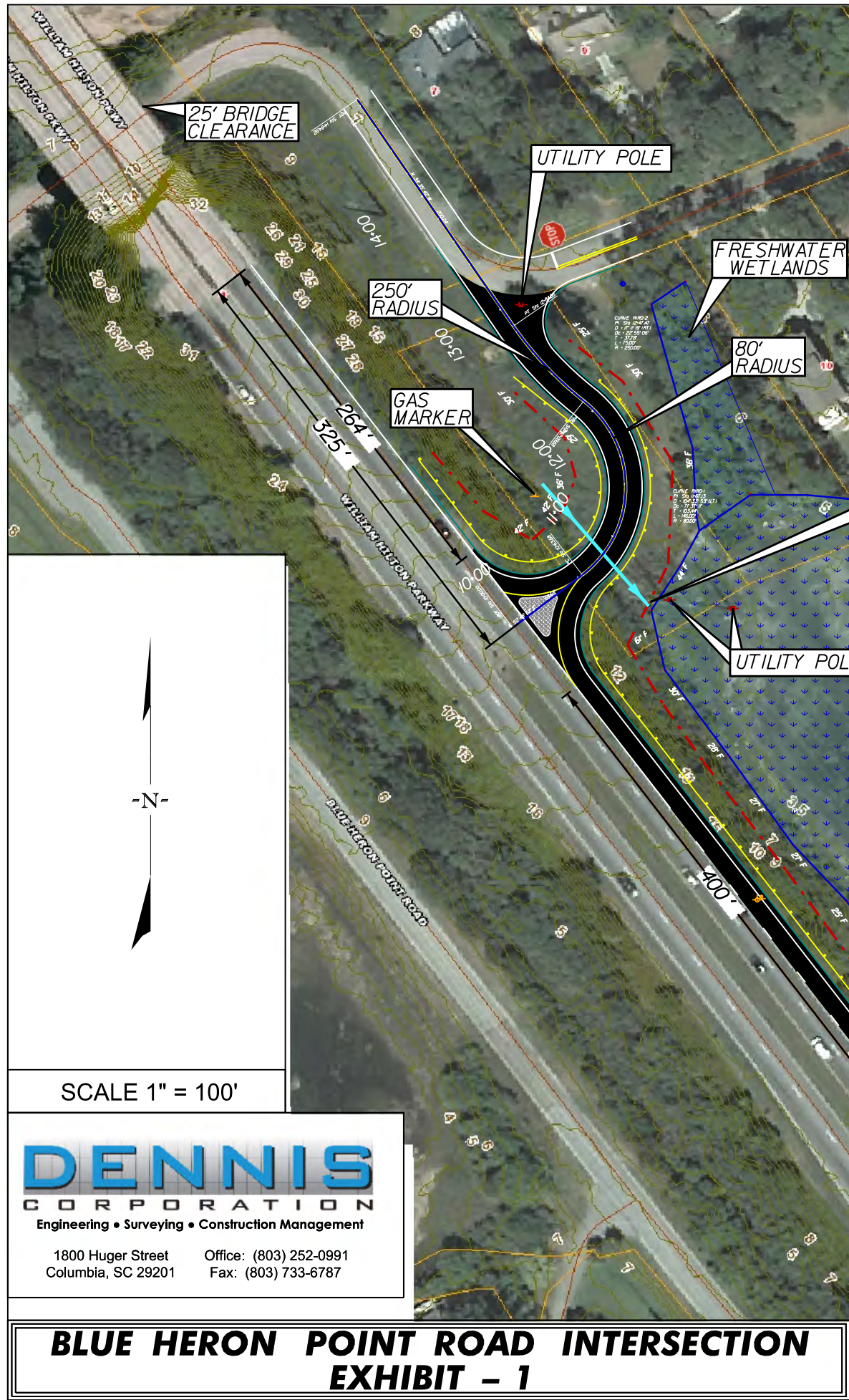


construction of an auxiliary acceleration/deceleration (weaving) lane on eastbound US 278 from Blue Heron Point Road to the front entrance of Windmill Harbour. Staff has determined that in lieu of a full frontage road system that may never realize funding in the foreseeable future, the implementation of these improvements in tandem will enhance motorist safety for the near future and preclude the need for signalization of the US 278 / Windmill Harbour / Gateway Drive intersection for an extended period of time.

**Background:** Staff formerly developed a conceptual plan to completely close all three unsignalized median crossovers on US 278 on Jenkins Island by constructing a frontage road beginning at Jenkins Road on the northern side of US 278, traversing the Town's Jenkins Island parcel, and intersecting Blue Heron Point Road. In 2011, at the request of the Town and County, the roadway improvement project was included in SCDOT's Statewide Transportation Improvement Program (STIP). Since inclusion in the STIP, the State has managed the project and provided \$1,400,000 in funding.

Beaufort County approached LCOG in 2012 and successfully requested that a portion of the programmed \$1,400,000 be diverted into two interim turn lane safety improvements, namely the lengthening of the acceleration lane serving right turns from Windmill Harbour onto eastbound US 278, and an improvement to the left-turn lane serving Windmill Harbour on westbound US 278 in order to improve sight distance for motorists turning left out of Windmill Harbour onto westbound US 278. It is staff's understanding that SCDOT has been surveying and engineering these projects over the past year. While the recommended partial closure to this median closure that would eliminate egress left turns renders the latter improvement potentially unnecessary, improvements may still be warranted to bring the existing turn lane into compliance with current SCDOT standards as worded in the submitted resolution.





**BLUE HERON POINT ROAD INTERSECTION  
EXHIBIT - 1**

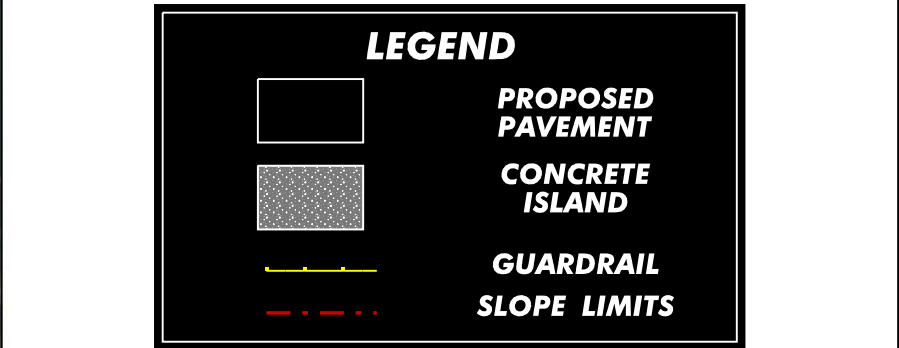
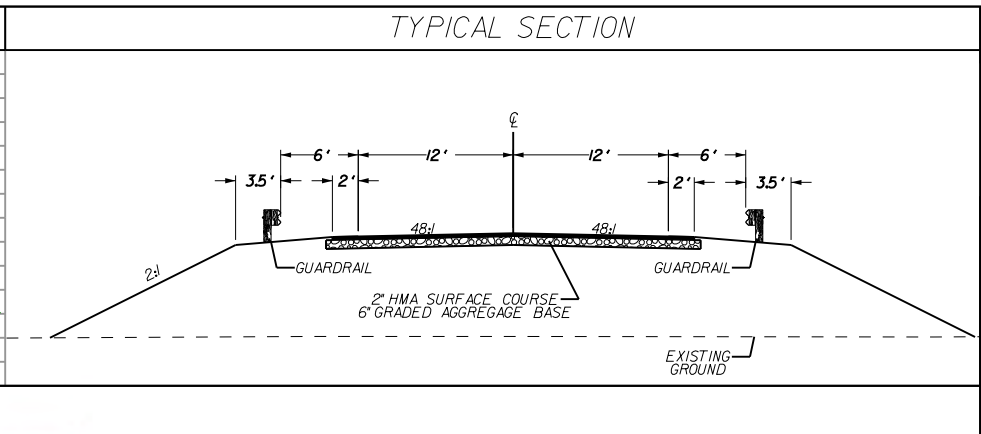
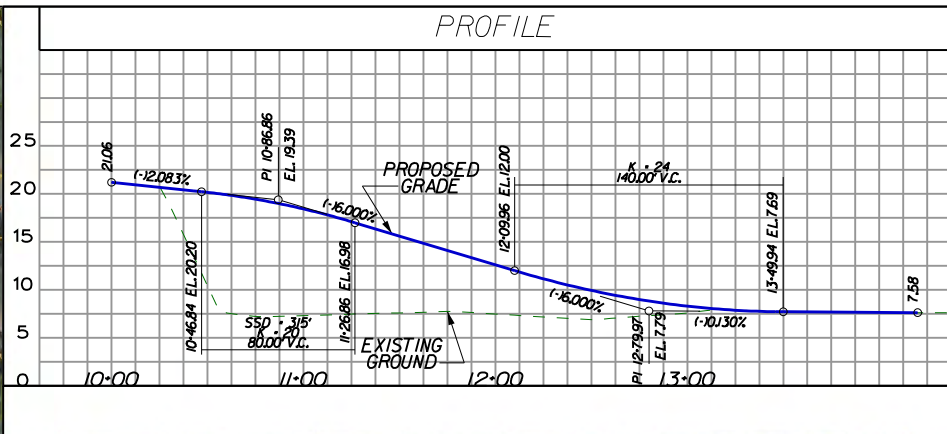
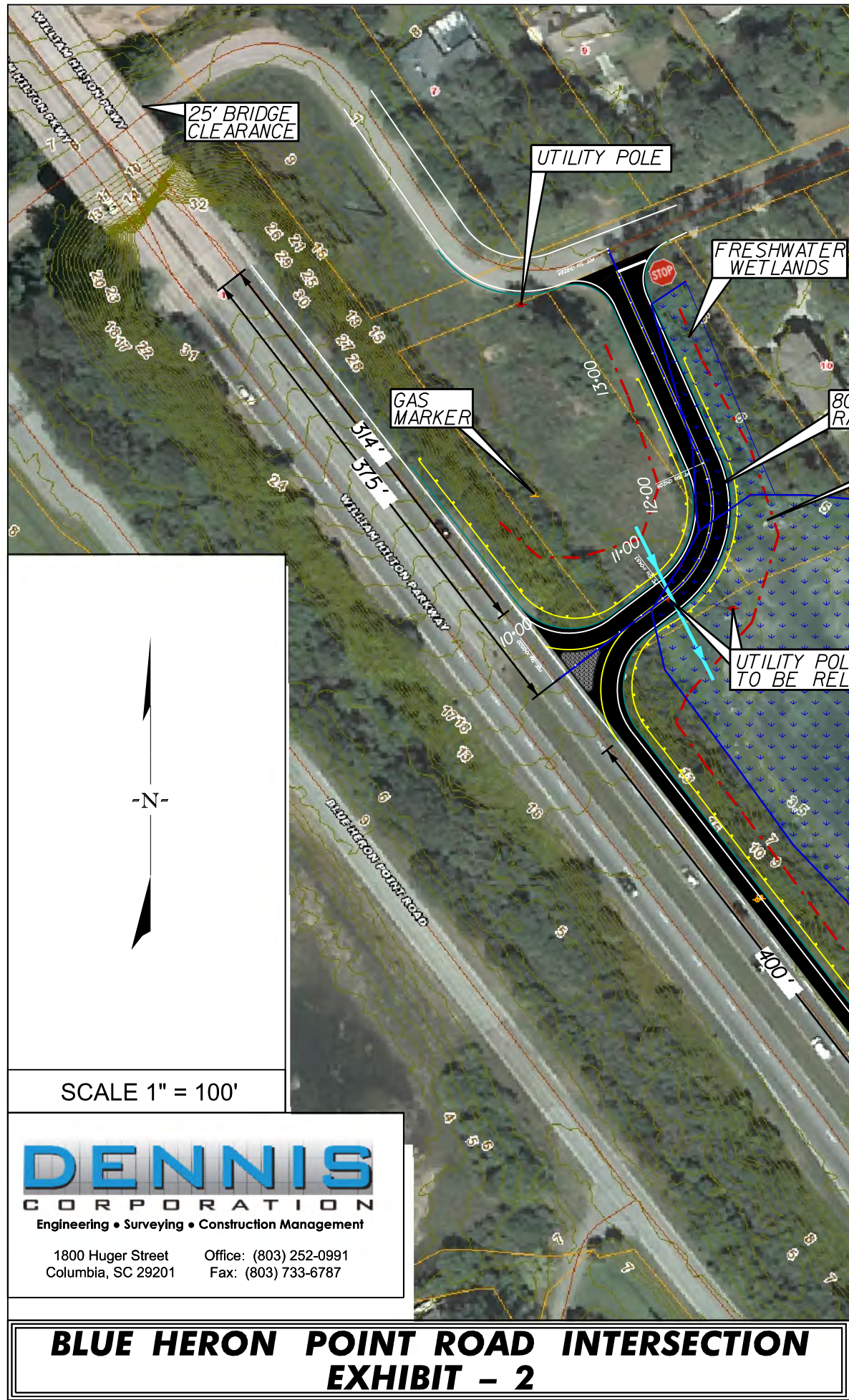
- NO WETLAND IMPACTS
- 1 UTILITY POLE IMPACT
- DECELERATION LANE DOES NOT ENCROACH ON US 278 CURVE



**DENNIS**  
CORPORATION  
Engineering • Surveying • Construction Management  
1800 Huger Street  
Columbia, SC 29201  
Office: (803) 252-0991  
Fax: (803) 733-6787

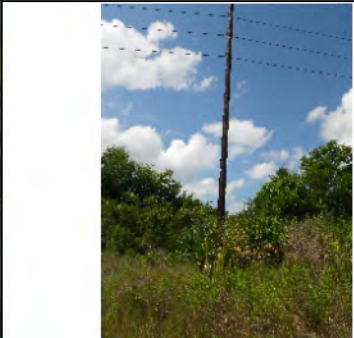
**BLUE HERON POINT ROAD INTERSECTION  
EXHIBIT - 1**





### BLUE HERON POINT ROAD INTERSECTION EXHIBIT - 2

- 0.49 TOTAL WETLAND IMPACTS
- 2 UTILITY POLES IMPACTED
- DECELERATION LANE SLIGHTLY ENCROACHES ON US 278 CURVE



**UTILITY POLE**



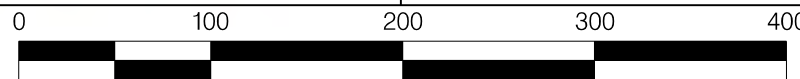
**WETLANDS**



**US 278 FACING BRIDGE**



**25' BRIDGE CLEARANCE**





**A RESOLUTION CALLING FOR THE SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION TO CONSTRUCT TRAFFIC SAFETY IMPROVEMENTS VIA  
ACCESS MODIFICATIONS TO US 278 ON JENKINS ISLAND**

**WHEREAS**, in anticipation of the completion in 2015 of the Bluffton Parkway Flyover Project connecting the Bluffton Parkway to US 278 west of the Karl V. Bowers Bridge, the Town Council of Hilton Head Island recognizes the need to effect safety improvements to US 278 on Jenkins Island via access modifications; and

**WHEREAS**, the South Carolina Department of Transportation (SCDOT), Beaufort County, the Town of Hilton Head Island, and affected communities located on Jenkins Island mutually desire to be proactive in ensuring the safety of the motoring public in general along US 278 on and near Jenkins Island following the completion of the Bluffton Parkway Flyover project; and

**WHEREAS**, a plan has been developed by Dennis Corporation at the behest of the Windmill Harbour community to:

1. Close the existing Blue Heron Point Road median crossover.
2. Construct a new road to connect westbound US 278 to Blue Heron Point Road by traversing SCDOT-owned land to the north of US 278 and to the west of the Hog Island Marsh separating Hog Island, also known as Blue Heron Point, from Jenkins Island, with access to and from the new road and US 278 be limited to right-in and right-out movements only.
3. Partially close the Windmill Harbour median crossover to prevent egress left turns onto westbound US 278 from Windmill Harbour or egress left turns from Gateway Drive onto eastbound US 278.
4. Improve the existing left turn lane on westbound US 278 serving ingress left turns into Windmill Harbour.
5. Improve the existing acceleration lane serving egress right turns from Windmill Harbour onto eastbound US 278.
6. Construct an eastbound auxiliary weaving lane on US 278 from Blue Heron Point Road east to the front entrance of Windmill Harbour; and

**WHEREAS**, Beaufort County and the Town of Hilton Head Island sought and received the approval from the Low Country Council of Governments (LCOG) in 2011 to program one million, four hundred thousand dollars (\$1,400,000.00) of State Transportation Improvement Project funds for traffic safety enhancements on and near the portion of US 278 that traverses Jenkins Island; and

**WHEREAS**, the successful implementation of the improvements enumerated above will preclude the future signalization of the intersection of US 278 with Harbour Passage Drive and Gateway Drive, the intersection that serves as the front entrance to the Windmill Harbour community, should such signalization become warranted, and

**WHEREAS**, the County Council of Beaufort County resolved to endorse the improvements enumerated above at their October 28<sup>th</sup>, 2013 meeting;

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** the SCDOT is urged to design and construct the six (6) safety improvements enumerated herein above, and to do so as soon as is practicable in conjunction with or subsequent to the anticipated 2015 completion of the Bluffton Flyover Project.

**MOVED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

\_\_\_\_\_  
**Drew A. Laughlin, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Victoria L. Pfannenschmidt, Town Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Gregory M. Alford, Town Attorney**

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

# MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, ICMA-CM, Town Manager

VIA: Gregory M. Alford, Alford Law Firm

DATE: November 12, 2013

SUBJ: Republic Services Franchise Termination Agreement and Proposed Ordinance 2013-23

---

**Recommendation:** Town staff recommends the approval of Proposed Ordinance 2013-23, incorporating a Residential Waste Collection Franchise Mutual Termination Agreement as relates to Republic Services for the purpose of conducting waste hauling and recycling collection for single-family non-rental and single-family long-term rental residences within Hilton Head Island. Specifically, Town staff and Republic Services recommend the approval and execution of the attached Residential Waste Collection Franchise Mutual Termination Agreement and Proposed Ordinance 2013-23.

**Summary:** Approval of Proposed Ordinance 2013-23 and the Residential Waste Collection Franchise Mutual Termination Agreement would modify the terms of the existing franchise with Republic Services by:

- 1) Terminating franchise waste and recycling collection services by Republic Services for multifamily and single-family short-term rental residences on December 31, 2014;
- 2) Terminating franchise waste and recycling collection services by Republic Services for single-family non-rental and single-family long-term rental residences on September 30, 2014;
- 3) Terminating franchise Saturday waste and recycling collection services by Republic Services on December 31, 2014;
- 4) Allowing an increase of collection fees of 2.25% on January 1, 2014, in lieu of the rate increase for 2014 as included in the existing franchise agreement;
- 5) Terminating franchise waste and recycling collection services by Republic Services for Town facilities on September 30, 2014;
- 6) Terminating the franchise fee, effective September 30, 2014;
- 7) Transferring certain waste and/or recycling collection carts to and from residences within the Town;
- 8) Releasing the Performance Bond no later than December 31, 2014; and
- 9) Terminating the Residential Waste and Recycling Collection Franchise Agreement on September 30, 2014.

**Background:** On November 18, 2010 a non-exclusive franchise for collection of residential waste and recycling was granted to Republic Services. Since the granting of the franchise, issues have arisen which necessitate amendment of the terms of the original franchise agreement and the Town's Municipal Code.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AMEND TITLE 10 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 5 (FRANCHISES), SPECIFICALLY SECTION 10-5-90; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 2-7-20 of the Municipal Code of the Town of Hilton Head Island provides that Council grant, renew, or extend franchises, licenses, or rights in public streets or property by ordinance; and,

**WHEREAS**, the Town Council granted Republic Services of South Carolina, LLC d.b.a Republic Services of Hilton Head a non-exclusive franchise to conduct waste hauling and recycling pick-up for single family residential and cart based multi-family residential properties pursuant to the terms as listed in the “Residential Waste and Recycling Collection Franchise Agreement” (“Franchise Agreement”) dated November 18, 2010; and,

**WHEREAS**, the Town Council desires to amend the non-exclusive franchise and the terms of the Franchise Agreement by executing a “Residential Waste Collection Franchise Mutual Termination Agreement” and adding it to the franchise.

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

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

**Section 1.** **Amendment.** That Chapter 5 (Franchises) of Title 10 of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as follows:

"Section 10-5-90. Waste hauling and recycling collection franchise granted to Republic Services, Inc.

A non-exclusive franchise for the use of the public streets and roads within the town limits is granted to ~~Republic Services, Inc.~~ **Republic Services of South Carolina, LLC d.b.a. Republic Services of Hilton Head** to conduct waste hauling and recycling collection service to single family and cart based multi-family residences pursuant to the terms and conditions of the franchise agreement **and franchise mutual termination agreement** which ~~is~~ **are** attached hereto and made a part hereof by reference.

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

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

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

\_\_\_\_\_  
**Drew A. Laughlin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Victoria L. Pfannenschmidt, Town Clerk**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Gregory M. Alford, Town Attorney**

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



C44-2070

STATE OF SOUTH CAROLINA, )  
COUNTY OF BEAUFORT )  
RESIDENTIAL WASTE AND RECYCLING  
COLLECTION FRANCHISE AGREEMENT

**THIS AGREEMENT** is made this 18<sup>th</sup> day of November 2010 between Republic Services of South Carolina, LLC, d.b.a. Republic Services of Hilton Head, (hereinafter called "Franchisee") 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 Franchisee desires to enter into a franchise agreement with the Town for the purposes of conducting, within the defined service areas, specific residential waste and recycling collection services listed in Exhibit "A" to this Agreement; and

**WHEREAS**, the Town and the Franchisee desire to enter into an Agreement wherein the Franchisee 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 Franchisee, the parties hereto agree as follows:

I. DEFINITIONS

Administering Service Area means the Town of Hilton Head Island, South Carolina.

Franchise Administrator means the Town Manager, acting personally or through any assistants authorized by the Town Manager.

II. DURATION

This agreement shall become effective at time of execution, and shall require the Franchisee to perform those services and tasks pursuant to the terms and conditions of the agreement from April 1, 2011 until March 31, 2016, unless terminated for breach or as provided in this agreement. The agreement may be renewed on two occasions for a period of up to five (5) years for each occasion in the sole discretion of the Town.

III. SERVICES

A. The Franchisee shall perform those services and tasks pursuant to the terms and conditions as listed in the Scope of Work & Service Performance Specifications attached as Exhibit A, Fee Schedule attached as Exhibit B, Liquidated Damages as Exhibit C, Waste and Recycling Cart Specifications as Exhibit D, Truck Specifications attached as Exhibit E, Outreach and Education as Exhibit F, and Customer Service Standards as Exhibit G.

B. General Scope: The Franchisee agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the franchised services in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement.

The Agreement documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the franchised

services. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the Agreement documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Franchisee's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Franchise Administrator, in his or her reasonable judgment.
- C. Compliance with Applicable Law: The Franchisee shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Franchisee shall provide all of these services within the Town of Hilton Head Island.
- E. Waste: The waste and recyclable materials collected by Franchisee shall not include any Excluded Waste. Excluded Waste means highly flammable substances, hazardous waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Franchisee, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Title to and liability for any Excluded Waste shall at no time pass to Franchisee and shall remain with the generator of such waste. Title to waste and recyclable materials shall pass to Franchisee when it is loaded into Franchisee's truck or delivered to Franchisee's facility, as appropriate.

#### IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is an agreement to accomplish a specific result. Franchisee is an independent Franchisee performing services for the Town. Nothing contained in this agreement shall be deemed to constitute any other relationship between the Town and the Franchisee.
- B. The Franchisee certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement.
- C. Franchisee does not have any authority to execute any contract or agreement on behalf of the Town, and is not granted any authority to assume or create any obligation or liability on the Town's behalf, or to bind the Town in any way.
- D. Franchisee certifies that it is not, and shall not become, overdue or in default to the Town for any contract, debt, or any other obligation to the Town including real or personal property taxes. Town shall have the right to set off any such overdue debt against compensation awarded for services under this agreement.

V. FRANCHISE CONSIDERATION

- A. Franchise Fee: During the term of the Agreement, including any renewal term, a franchise fee in the amount of five percent (5%) of the Franchisee's annual gross receipts shall be paid by the Franchisee quarterly to the Town. Said payments shall be made no later than the last day of the following month after the month during which the receipts are received. All amounts paid shall be subject to audit and re-computation by Town and acceptance of payment shall not be construed, as an accord that the amount paid is in fact the correct amount. If any audit reveals an error by Franchisee of five percent (5%) or more during any audit period, Franchisee shall be responsible for Town's reasonable out of pocket costs associated with the audit.
- B. Service Agreement: In addition to the Franchise Fee described above, the Franchisee agrees to execute the "Service Performance Specifications" which is attached hereto and incorporated herein as Exhibit "A" and to perform the obligations thereunder. Any breach of failure to perform by the Franchisee of its obligations under the "Service Performance Specifications" shall be deemed a material breach of this Franchise.
- C. Service Compensation: For services to be rendered as referenced above, the Franchisee shall be paid on the basis of the Fee Schedule shown in Exhibit B, "Franchisee's Compensation". It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Franchisee may be entitled, except as otherwise expressly authorized under the terms of this agreement.

VI. INSURANCE

- A. The Franchisee shall procure and maintain during the life of this agreement, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the Franchisee or by any sub-contractor or anyone employed by them directly or indirectly. The following insurance policies are required:
1. Worker's Compensation Insurance in statutory amounts:
  2. Comprehensive Commercial General Liability Insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000 combined single limit.
  3. Motor vehicle liability insurance with minimum limits of \$500,000/\$1,000,000 (or \$1,000,000 combined single limit).

Each policy shall provide that it may not be canceled or changed without at least thirty (30) day's prior notice to the Town. The Town of Hilton Head Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town, upon request, a copy of the policy and any endorsements to the policy.

VII. PERFORMANCE BOND

- A. The Franchisee shall provide a performance bond to the Town in the amount of Seven Hundred and Fifty Thousand dollars (\$750,000.00) within ten (10) days of execution of this agreement.
1. The bond shall be valid and non-cancelable for an initial period not less than five (5) years and, for the duration of the Agreement.
  2. The bond shall be for the use and benefit of the Town of Hilton Head Island, with a surety company authorized to do business in the State of South Carolina and acceptable to the Town of Hilton Head Island. Said bond shall be conditioned that should such Franchisee faithfully perform each and every term, condition, and provision of this Agreement, said bond shall remain in effect for the duration of the franchise agreement term and shall not be rendered null and void until prior to the end of this term without the express written permission of the Town Manager. The bond shall be further conditioned to cover any person(s) performing such work or services and said bond shall contain appropriate recitations that it is issued pursuant to this Agreement.

VIII. NO AGENCY CREATED

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 Franchisee other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Franchisee and the methods utilized by the Franchisee in fulfilling its obligations hereunder shall lie solely and exclusively with the Franchisee and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Franchisee shall have any benefits, status, or right of employment with the Town.

IX. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. There shall be no discrimination as to races, sex, color, creed, disability, or national origin in the operations referred to by this Agreement; and further there shall be no discrimination regarding any use, service, maintenance, or operation.
- B. Franchisee 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.
- C. Franchisee, by signing this Agreement, hereby certifies that Franchisee 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 Franchisee covenants and agrees as follows:

- a. Franchisee shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hires performing work under the Agreement by either:
  - i. Registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every newly hired employee within five (5) business days after employing employee; or
  - ii. Employing only workers who, at the time of said employment:
    1. Possess a valid South Carolina driver's license or identification card; or
    2. Are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
    3. Possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.
  - iii. Franchisee may choose either option C.a. (i ) or option C.a. (ii) but acknowledges that Franchisee cannot use both.
- b. Franchisee agrees to provide to the Town all documents requested by it to establish either:
  - i. The applicability of the South Carolina Illegal Immigration Reform Act to Franchisee; or
  - ii. Compliance with the South Carolina Illegal Immigration Reform Act by Franchisee.
- c. Franchisee agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:
  - i. Comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and
  - ii. Include in their contracts with the sub-contractors language requiring the sub-contractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

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

#### X. WARRANTIES BY FRANCHISEE

- A. The Franchisee warrants that the quality of its services under this Agreement shall conform to the level of quality performed by professionals regularly rendering this type of service and shall meet the minimum level described in their proposal.

- B. The Franchisee warrants that it has all the skills, equipment, and experience necessary to perform the services it is to provide pursuant to this agreement. The Franchisee may rely upon the accuracy of reports and surveys provided to it by the Town except when defects should have been apparent to a reasonably competent Franchisee or when it has actual notice of any defects in the reports and surveys.

XI. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. The Town Manager may terminate this Franchise Agreement in whole or in part at any time for the convenience of the Town.
- B. The violation of any provision of this Franchise Agreement by the Franchisee and/or its agents or employees may result in termination of this Agreement. If the Franchisee shall fail to fulfill in a timely and proper manner the Franchisee's obligations under this Agreement, or if the Franchisee violates any of the terms and conditions of the Agreement, the Town may give the Franchisee written notice of the violation and an opportunity for corrective action within five (5) consecutive working/collection days or longer period of time decided by the Town. If the Franchisee shall fail to cure the violation within a period of five (5) days or a longer period specified in writing, the Town shall have the right to terminate this Agreement by giving written notice to the Franchisee specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Franchisee shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Agreement by the Franchisee.
- C. Failure of the Franchisee to collect and transport the materials required to be collected pursuant to the Franchise Agreement documents or failure of the Franchisee to perform the work in the manner required to be performed pursuant to the Franchise Agreement documents shall constitute a breach of the Franchise Agreement, provided such failure is not due to an event of Force Majeure. "Force Majeure" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, industrial disputes or disturbances at designated processing center or landfill, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming Force Majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome. Except with regard to a party's obligation to make payments due under this agreement, in the event either party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations, then upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.
- D. If the Franchisee fails to collect and transport the materials required to be collected pursuant to the agreement or fails to perform the work in the manner required to be

performed pursuant to the Agreement documents, the Town may take the following actions, at its discretion:

1. The Town shall give the Franchisee written notice of the breach and an opportunity for corrective action within five (5) consecutive working/collection days or longer period of time decided by the Town. If the Franchisee fails to correct the breach within the time provided after the written notice, the Town may terminate the agreement for breach of contract by the Franchisee and all liability of the Town under the agreement to the Franchisee shall cease, provided that the Franchisee shall be entitled to collect fees owed for services performed prior to the termination of the agreement from existing customers.
  2. If the Franchisee has repeat violations for which a notice of breach and opportunity to correct has been issued within the previous six months, or if two notifications have been issued for the same violation within the past twelve months, the Town may terminate the agreement immediately.
  3. If the Franchisee has three or more separate violations for which a notice of breach and opportunity to correct has been issued within the past twelve months, the Town may terminate the agreement immediately.
  4. If the Franchisee knowingly collects and transports materials not covered by this agreement with refuse collected and transported under the terms of this agreement, such action shall be a breach of the agreement for which the Town may terminate the agreement immediately.
  5. If the Town terminates the agreement for breach by the Franchisee, the Town may take over refuse collection operations and shall be free to negotiate with other potential Franchisees for the performance of the work. A contract entered into with another Franchisee shall not release the Franchisee of its liability to the Town for breach of this agreement, including any excess costs resulting from the breach.
  6. If the Franchisee fails to collect and transport refuse materials required to be collected pursuant to the agreement, except due to event of Force Majeure, the Town may perform the refuse collection operations that the Franchisee failed to perform and shall be free to negotiate with other potential Franchisees for the performance of the work.
- E. Neither a decision by the Town to not take action nor the failure of the Town to take action in the event of a breach by the Franchisee shall constitute a waiver of the Town's right to take action in the future on said breach in the event of a subsequent breach by the Franchisee.
- F. If Franchise Agreement services are terminated for reasons other than the breach of the agreement by the Franchisee, the Franchisee shall be compensated for services rendered prior to effective date of the termination. Source of compensation will be generated from the existing customers being serviced as a result of the Franchise Agreement.

## XII. LIQUIDATED DAMAGES

- A. The Town and Franchisee agree, in addition to any other remedies available to the Town, the Franchisee will make payments to the Town in the amounts specified in Exhibit C as liquidated damages for failure of the Franchisee to fulfill its obligations as determined by the Town:
- B. The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Franchisee would default. In the event the Franchisee does default or otherwise abandon the project, the Town reserves the right to collect from the Franchisee or its surety, in addition to the liquidated damages, the actual damages incurred by the Town as a result of the default or abandonment.

## XIII. OBLIGATIONS OF THE TOWN

- A. The Town agrees to give the Franchisee access to appropriate Town staff and Town owned properties as required to perform the necessary services under the agreement.
- B. The Town shall notify the Franchisee of any defects in the services of which the Town has actual notice.

## XIV. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Franchise Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Town Manager, One Town Center Court, Hilton Head Island, South Carolina 29928.

Notices to Franchisee shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as they may designate by prior written notice to the Town Manager. Notice shall be considered delivered under this agreement when personally delivered to the Franchisee or placed in the U.S. mail, postage prepaid to Republic Services, of South Carolina, LLC, 109 Josephine Drive, Beaufort, South Carolina 29906.

## XV. DISPUTE RESOLUTION PROCESS

The Town and the Franchisee agree to first use the following process to resolve disputes about issues related to the performance of this Agreement. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as an opportunity to identify the issue, clarify the problem, review the applicable provisions of the Franchise Agreement documents relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 15 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute



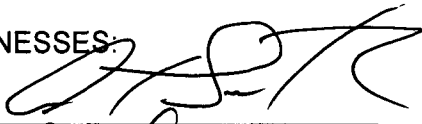
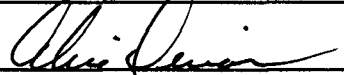
resolution process shall be considered as one alternative to the Town invoking other available remedies. Nothing in this section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the Town or the Franchisee at any time to use any and all other legal remedies.

XVI. General Terms

1. 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.
2. 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.
3. The Agreement may not be modified unless such modification is in writing and signed by both parties.
4. The Franchisee may not assign this Agreement without the prior written approval of the Town.
5. The Franchisee shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal to the extent arising Franchisee's negligence or willful misconduct in the performance of any requirements imposed pursuant by this Agreement, or a breach of the terms and conditions of this agreement.


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

WITNESSES:

REPUBLIC SERVICES OF SOUTH CAROLINA, LLC

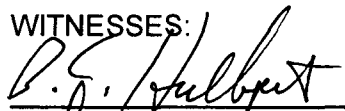
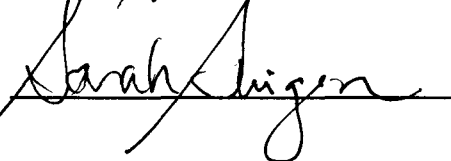
By:



Its:

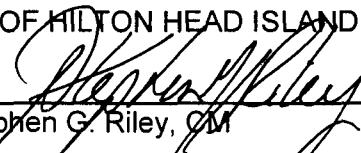
General Manager

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By:

  
Stephen G. Riley, CM

Its: Town Manager

**EXHIBIT A:**

**SCOPE OF WORK &**

**SERVICE PERFORMANCE SPECIFICATIONS**

**Section A-1.1: General Service Standards**

1.1: Franchisee will provide waste collection services – year round.

1.2: Franchisee is encouraged to provide recycling collection services same day as waste, year round, except when customer has subscribed to additional refuse collection days beyond 1 time per week service without adding additional recycling collection days.

1.3: Franchisee will provide all labor, supervision, equipment, materials, supplies, insurance, bonds and all other items required to perform the services specified.

1.4: Franchisee will complete all work in a thorough and professional manner.

1.5: All work to be performed by Franchisee between the hours of 7:00 a.m. and 5:00 p.m. or to be completed in compliance with times designated by the Town of Hilton Head Island, Planned Unit Developments or Property Owner Associations.

1.6: Franchisee will prevent materials from being spilled, scattered or leaked during the collection process and will promptly clean-up all spilled materials if any are spilled during collection/transportation. Failure to comply will yield a penalty in the form of liquidated damages by schedule to be provided in the franchise agreement.

1.7: Franchisee will conduct all collection and transport equipment operations as quietly as practical and shall conform to applicable federal, State, County and Town of Hilton Head Island noise level regulations and ordinances as well as private community covenants.

1.8: Franchisee will return all waste and recycling carts or containers to an upright position with lids left closed and shall exercise due care in preventing damage to any waste and recycling cart or container provided by the service unit or Town.

1.9: Franchisee shall compensate the service unit or Town for any cart or container that Franchisee has damaged.

1.10: In case of storm or other disaster, Town may grant the Franchisee reasonable variances from regular schedules and routes. As soon as practical after such storm or disaster, the Franchisee shall advise Town of the estimated time required before regular schedules and routes can be resumed.

**Section A-1.2: Waste and Recyclables Delivery**

2.1: Franchisee shall deliver all waste to the licensed disposal site designated by Beaufort County or the Town.

2.2: Franchisee shall not be responsible for paying any disposal costs associated with waste collected under this contract. Beaufort County covers disposal costs for all residential units serviced by this franchise agreement (except for those units determined to not be eligible for the county reimbursement based upon County ordinance).

2.3: Franchisee shall deliver single stream recyclables to the designated single stream Recycling Processing Center designated by the Town, and not landfill or incinerate recyclables under any circumstances.

**Section A-1.3: Basic Waste Service Specifications**

3.1: Franchisee shall collect, within the designated service areas, waste placed in the designated service yard (rear, side or front location to be determined by service unit) by eligible service units who have prepared their waste in compliance with Town rules and regulations.

3.2: Franchisee shall provide eligible multi-family properties with collection services for associated structures on subject property free of charge, to include pool/recreational areas and/or management offices.

3.3: Franchisee shall collect waste free of charge from designated Town facilities. A list of properties to be serviced will be provided by the Franchise Administrator.

3.4: Franchisee shall collect and transport all waste (with the exception of hazardous waste) which the service unit may desire to have removed and for which the Town through this agreement and its rules and regulations has authorized the Franchisee to so collect and transport for the price herein.

3.5: The collection of waste shall be a minimum frequency of once each week, with additional collection provided at service unit request twice, three or four times weekly including Saturday service if desired, all at additional charge.

3.6: For improperly set-out waste, the Franchisee will affix to non-conforming waste a sticker or tag, approved by the Town, stating the reason for the non-collection and notify the Town if collection is not made, at which time the Town, at the request of the service unit with the tagged waste, shall determine if the waste is collectible, and if so, the Franchisee will promptly return to the site and collect the waste at the Franchisee's expense.

#### **Section A-1.4: Basic Single Stream Recycling Service Specifications**

4.1: Franchisee shall collect all recyclables prepared in compliance with Town rules and regulations and placed in the designated service yard by eligible service units.

4.2: Franchisee shall collect and transport all single stream recyclables which the service unit may desire to have removed and for which the Town through this agreement and its rules and regulations has authorized the Franchisee to so collect and transport for the agreed upon price.

4.3: Franchisee shall collect recyclables free of charge from designated Town facilities. A list of properties to be serviced will be provided by the Franchise Administrator.

4.4: Single stream recyclables shall be collected from carts or containers provided by the Franchisee, each service unit, the Town, or other providers as determined by the Town.

4.5: The collection of single stream recyclables shall be a minimum frequency of once each week, with additional collection provided at service unit request twice, three or four times weekly including Saturday service if desired, all at additional charge.

4.6: Acceptable Recyclables shall include the following items clean of food and contamination: newspapers, newspaper inserts, cardboard, pizza boxes, magazines, catalogs, phone books, residential mail, junk mail, office paper, paper bags, box board, cereal cartons, beverage cartons, gift wrapping paper, shredded office paper, all closed mouth plastic bottles, #1 through #7 household plastics (no Styrofoam), glass containers of any color, milk/juice cartons and aseptic containers, aluminum cans, other aluminum, aluminum foil, steel cans, tin cans, aerosol cans, and other small household scrap metal.

4.7: The recyclables shall be collected "single stream", compacted as required for efficient transportation, and delivered to the single stream recycling facility designated by the Town.

4.8: Recyclables are not to be mixed with any other trash or yard waste.

4.9: For improperly set-out recyclables, the Franchisee will affix to non-conforming recyclables a sticker or tag approved by the Town stating the reason for the non-collection and notify the Town if collection is not made, at which time the Town shall determine if the recyclables are collectible, and if so, the Franchisee will promptly return to the site and collect the recyclables at the Franchisee's expense.

#### **Section A-1.5: Recycling Containers**

5.1: The Franchisee will work with a recycling container manufacturer acceptable to the Town, such that all of the requirements of A-2 Section 1, Recycling Container Construction and Warranty and Section 2, Recycling Container Labeling, Identification and Database are met in full.

5.2: Franchisee will distribute the recycling containers to each service unit following procedures identified below in A-2 Section 3, Recycling Container Distribution, working with subcontractors (e.g. Container manufacturer or recycling incentive system provider) such that all requirements of this section are met in full.

5.3: The Franchisee shall be encouraged to work with individual properties to accommodate space needs as required through the provision of alternative cart sizes.

5.4: Franchisee will provide ongoing recycling container service and maintenance following procedures identified below in A-2 specifically Section 4, Ongoing Recycling Container Service and Maintenance, such that all requirements of this section are met in full.

5.5: The recycling containers and container distribution database will become the property of the Town at no additional cost after the end of the term of Franchisee's Service.

**Section A-1.6: Franchisee's Personnel**

6.1: Franchisee shall furnish two (2) temporary customer service personnel at a Town designated location for an eight (8) week period to help service new customer calls during initial roll-out period of franchise.

6.2: Franchisee shall furnish qualified drivers in compliance with specifications.

6.3: Franchisee shall provide company standards for drivers.

6.4: All drivers shall be trained and qualified in the operation of waste/recycling collection vehicles and must have in effect a valid Commercial Drivers License of the appropriate class, issued by the State of South Carolina Department of Motor Vehicles.

6.5: Franchisee shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Agreement.

6.6: Franchisee shall train its employees in waste and recycling collection protocols to identify and prevent the collection of hazardous waste or other prohibited wastes.

6.7: Training shall include customer relations communication skills to assure quality interactions with Town residents in the performance of the Agreement.

6.8: Franchisee shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Agreement.

6.9: Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner, which shall include regularly training in customer courtesy and prohibitions on the use of loud or profane language and instructions to collection crews to perform the work as quietly as possible.

6.10: Franchisee will take all appropriate corrective measures if any employee is found not to be courteous or not to be performing services in the manner required by the Agreement.

6.11: Franchisee shall designate qualified employees as supervisors of field operations, who shall be in the field inspecting Franchisee's work and be available by phone during the Franchisee's hours of operation to handle calls and complaints from the Town or to follow up on problems and inspect Franchisee's operations.

6.12: Franchisee's employees shall wear all company and OSHA required protective equipment at all times including shirts with company logo and have company identification available on request.

6.13: Franchisee will train its employees as to the collection rules and regulations of the Town's program being serviced under this Agreement.

6.14: Franchisee's employees will leave notices of improperly prepared waste and recyclables on the container or on the door to the residence.

**Section A-1.7: Collection Vehicles and Equipment**

7.1: Franchisee shall be responsible for providing fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fill obligations.

7.2: Franchisee shall be responsible for vehicle operation, maintenance, fuel, tires, insurance, bonds, traffic tickets and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services set forth in the Agreement including maintenance of all vehicles to State of South Carolina standards.

7.3: Town shall have right to inspect all vehicles to be used in servicing this Agreement before services commence, each year of the Agreement and at any other time that the Town determines to be necessary to determine compliance with these requirements and Franchisee shall immediately repair and/or replace any vehicle that Town determines has failed to meet a requirement of the Agreement.

7.4: All vehicles used by Franchisee in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise and pollution emission regulations as well as other applicable noise control regulations.

7.5: Franchisee shall ensure that gross vehicle weight of all vehicles, even when loaded, does not

exceed vehicle license limitations to protect the highways and roads of the Town.
7.6: Franchisee's name, local telephone number and a unique vehicle identification number designed by Franchisee for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than four (4) inches high.
7.7: Franchisee shall furnish Town with a written inventory of all vehicles used in providing service, listing all vehicles by manufacturer, ID number, date of acquisition, type and capacity, and shall update the inventory when changes are made or annually, whichever is more frequent.
7.8: Franchisee shall maintain all of its properties, facilities and equipment used in providing service under the Agreement in a safe, neat, clean and operable condition at all times including thoroughly washing all vehicles used in the collection of materials under the Agreement on a regular basis so as to present a clean appearance.
7.9: Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule and shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the Town upon request.
7.10: Franchisee shall inspect each vehicle and complete a report daily to ensure that all equipment is operating properly, with vehicles that are not operating properly taken out of service until they are repaired and do operated properly.
7.11: Franchisee shall arrange to store all vehicles and other equipment in safe and secure locations(s), where applicable, in accordance with applicable laws and ordinances.
<b>Section A-1.8: Collection Service Management</b>
8.1: Franchisee will provide designated contact person for Agreement management.
8.2: Franchisee will provide designated on-site field supervisor for day-to-day operations management who will be in constant communication with Town throughout the service period.
8.3: Franchisee will work with the Town's designated Franchise Administrator.
8.4: Franchisee will maintain office/call center for contact by phone and email.
8.5: Franchisee will have phone dispatch system for communicating with all vehicles.
8.6: Franchisee understands that Franchisee will handle all service and complaint calls and that Town, should it receive any service or complaint calls, will immediately inform Franchisee's field representative of any service issues that have been identified as a result of those calls (e.g. missed pickups, damaged containers, etc.).
8.7: Franchisee will maintain an active log of all calls (missed pickups, service changes, complaints, new container requests, damaged containers, etc.) and close out all received service issues within 24 hours of receipt. Franchisee will inform the Town via email that provides an active link to an updated version of the log showing resolution of each service issue including description of issue, actions taken, responsible party for Franchisee and any required follow-up.
8.8: Franchisee will provide, no later than 12 months after Agreement award, web accessible service issue tracking for all service units so that the customer can check the status of their account and service issues online.
8.9: Franchisee will invoice each service unit at the beginning of each quarter of service for services scheduled to be provided for that quarter, with full itemization of services and costs by service type and unit counts, and all costs and charges taken from the current schedule of services and fees established by the Town Franchise agreement.
8.10: Franchisee will provide a 5% discount for a one-year pre-pay and a 3% discount for paperless invoicing and bill payment.
8.11: Franchisee will provide monthly and annual reports in a format determined to be acceptable by the Town which shall be transmitted electronically to the Town along with its monthly invoice and shall, at a minimum, include number of units serviced by service type, total waste tons collected, total single stream recycling tons collected, and total bulk waste tons collected.
8.12: Franchisee will work with the Town to provide recycling containers designed to meet Town specifications as required to meet the Town's recycling goals.
8.13: Franchisee will abide by all administrative procedures required for compliance with these specifications.
8.14: Franchisee understands the dispute resolution process (included in the Collection Franchise Agreement) and liquidated damages penalties are provided for in the agreement.
<b>Section A-2.1: Recycling Container Construction and Warranty</b>

1.1: Recycling Container Type and Size: 32 gallon injection molded HDPE round recycling container with a reinforced construction on the bottom of the container to prevent wear through and a tight fitting, detachable snap lid. The containers must be nestable and have well rounded handles that are integrally molded into the container with sides and bottom to assist in manual dumping. Container must have a smooth surface area on at least two sides for labeling and a corrugated/channeled body to deter rolling. Acceptable containers would be manufactured by Rehrig Pacific or equivalent.

1.2: Thirty percent minimum recycled content and material must be stabilized to prevent degradation by ultraviolet light with manufacturer's material specification and details of UV stabilization submitted with proposal.

1.3: Recycling container must have a minimum resin weight of 9 lbs. and shall be 100% recyclable.

1.4: The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

1.5: The body walls shall have a minimum thickness of 0.120" and have a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.

1.6: The top of the container shall be molded with a reinforced rim to add structural strength to the container and to provide a adequate handle space for comfortable lifting.

1.7: The container bottom must have drain holes so as not to retain water and to prevent recyclables from soaking up moisture from the container bottom.

1.8: Interior surfaces shall be smooth and non-porous, all interior and exterior surfaces shall be uniform in appearance, and free of foreign substances, shrink holes, cracks, blowholes, webs, and other superficial or structural defects that could adversely affect the appearance and performance of the container. It shall not support bacterial growth.

1.9: Minimum five (5) year warranty. The container shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for 60 months from delivery date.

#### **Section A-2.2: Recycling Container Labeling, Identification and Database**

2.1: Franchisee shall provide containers with Town of Hilton Head Island private label custom standard and custom logo markings including art work, stamps, etc. on two sides of container.

2.2: Franchisee shall outline the container labeling options and associated costs including in-molded label (IML) options on the lid for recycling instructions. The container must be labeled at the time of manufacture.

2.3: Franchisee shall provide an adhesive bar code/serial number label and a blank address label that will be affixed to the container at the time of manufacture. An acceptable bar code/serial number sequence is 32R000001 in order to classify the container as a 32 gallon recycling container. The bar code must be programmed to be read by a handheld device in Code 128.

2.4: Container shall include easily readable unique serial number.

2.5 At time of manufacture, a data file will be created that will identify the serial number and date of manufacture of each container.

#### **Section A-2.3: Recycling Container Distribution**

3.1: Franchisee shall provide distribution services for each recycling container pairing the Bar Code/Serial Number and address for each distributed container and provision of that database to the Town for ownership and use.

3.2: Franchisee shall provide sufficient number of crews and all other required labor, materials, supplies, as required to distribute containers to designated service units. Each container must have a blank address label attached it and the distribution crew will need to write in the unit number (if applicable) for the address that the container is delivered to.

3.3: Franchisee shall review accuracy and completeness of customer address database with Town data.

3.4: Franchisee shall utilize bar code reading handheld recording devices to perform container distributions and associate each container's bar code/serial number to the household that it was delivered to.

3.5: Franchisee shall work with Town and/or Town representative to scrub Town database and prepare for container distribution including downloading of database to scanners, scanning of each bar code and matching to database address at time of distribution and updating database in the field to add any new or revised locations to the database with more accurate field verified

information.
3.6: Franchisee shall upload from scanners at the end of each day to the resulting database of all distributed containers including container model, address, serial number and bar code/serial number and any other data fields that the Town deems necessary, creating summary delivery reports and detailed distribution reports to be made available to the Town via e-mail or online after each delivery day is completed.
3.7: Franchisee shall provide the up to date container distribution database to the Town at the end of the initial recycling container distribution as well as at the end of the program, and at any other time that the Town shall request.
3.8: Franchisee shall provide and attach to each container instructions in container use and care – content to be finalized with Town.
3.9: Franchisee shall include instructional/educational materials (provided by the Franchisee) and attached to delivered container.
<b>Section A-2.4: Ongoing Recycling Container Service and Maintenance</b>
4.1: Franchisee shall have an on-going container maintenance program that meets the Town's need for repair and replacement of damaged containers within one (1) week of customer request.
4.2: After the initial distribution, Franchisee will provide one additional standard container to any customer that requests it at no additional charge. Franchisee may be required to provide additional types of recycling containers in larger wheeled rolling cart capacities at pricing and terms to be negotiated.
4.3: Franchisee will utilize an asset tracking software in conjunction with handheld devices to track all additional recycling containers distributed and all recycling containers exchanged during the program. The software must manage container inventories, repairs, deliveries, swap outs and other service requests in the field in order to maintain an accurate account database. This software will maintain the proper bar code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to the Town.
<b>Section A-2.5: Recycling Participation Data Management</b>
5.1: Franchisee will provide each collection worker with a bar code handheld device that is operating the asset tracking software as outlined above. These devices will be used by the collection worker on each route to scan the bar codes on each container that is picked up with recyclables on the day of collection. At the end of the collection day, the handhelds will be docked and synced with the asset tracking software that is managing the container to serial number database. The household participation data (container serial numbers) that are collected by the handhelds during collection and transferred to the asset tracking software will be linked to the appropriate address in the asset tracking software in order to report.
5.2: Franchisee will successfully complete all required data collection tasks in the field during each day of recycling collection including maintaining the required equipment (handheld devices) to enable successful collection of data.
5.3: Franchisee will troubleshoot, on a daily basis with all suppliers (container supplier, asset tracking system provider) as needed to insure continued successful recording of real participation data on a daily basis.
5.4: Franchisee shall then manage data as needed to feed the service unit account management as provided for below.
5.5: Franchisee must provide access to weekly and monthly Participation Reports showing total number of households that have put out recyclables in a given month, broken down by route number and day of service.
5.6: Franchisee must provide access to on-demand reports via the web. The queries for running these reports will be developed and customized by the Town and the Franchisee (e.g. participation counts for a specific period for a specific neighborhood or block). The Franchisee may reserve the right to charge a fee for additional custom reports beyond those described above or originally developed and customized for the Town.



<b>Section A-2.6: Recycling Education Program</b>	
6.1: On a twice yearly basis, the Franchisee shall report on all marketing, public education and information activities undertaken during the period, including community information and events, and other activities related to the provision of services. This report shall discuss the impact of these activities on recycling program participation and lbs per household diversion, and provide details of events and activities planned for the next period.	
6.2: The Franchisee will facilitate transition, at the end of the franchise term, of the recycling program and all of its key components to the next holder of the Town's waste and recycling Franchise, including transfer of all distributed recycling containers and containers held in inventory and the most current version of the distributed recycling container database – to enable a seamless switch for the Town's service units.	

**EXHIBIT B:**

**5 YEAR FEE SCHEDULE**

<b>5 Year Pricing Schedule for the Town of Hilton Head Island:</b>					
Price is per quarter based on a 2.25% fuel escalation fee/year					
<b>PER/QTR</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Single Family Base Price (2X per week Trash and 1X per week Recycling Pick-Up)</b>	\$59.85	\$61.20	\$62.58	\$63.99	\$65.43
<b>Multi Family Base Price (2X per week Trash and 1X per week Recycling Pick-Up)</b>	\$41.70	\$42.64	\$43.60	\$44.58	\$45.58
<b>Reduction off Base Price for 1X per wk Trash &amp; Recycling Service</b>	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35
Waste Cart Rental/per cart	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Added Recycling Cart/per cart	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Waste Container Liner	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Added Day Trash Service (no SAT)	\$21.60	\$21.60	\$21.60	\$21.60	\$21.60
Added Day Recycling Service (no SAT)	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60
Added Saturday Recycle Service (Min Participation Required)	\$13.60	\$13.60	\$13.60	\$13.60	\$13.60
All Bulky Items	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

**EXHIBIT C:**  
**LIQUIDATED DAMAGES**

The Franchise Administrator or designee shall notify the Franchisee for each violation of the franchise Agreement reported to the Town. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this Agreement. The assessment of liquidated damages shall be determined by the Franchise Administrator or the designee. The decision of the Franchise Administrator or the designee in the matter will be binding. The Franchisee may at their option initiate the dispute resolution process included in the Franchise Agreement to contest a determination of liquidated damages. For the purpose of computing damages under the provisions of this section, it is agreed that the Town shall have the authority to deduct from payments due the Franchisee, the following amounts as liquidated Damages.

In the event the Franchisee defaults or abandons the project, the Town reserves the right to collect from the Franchisee or its surety, in addition to the liquidated damages, the actual damages incurred by the Town as a result of the default or abandonment.

<b>Section C-1.1: Liquidated Damages</b>		
	<b>Description</b>	<b>Damages</b>
1.1:	Failure to clean up spillage or litter caused by Franchisee by end of work day of the day of notification	\$100 per incident or per customer
1.2:	Failure to repair damage to customer property caused by Franchisee or its personnel within 24 hours	\$250 per incident per location
1.3:	Failure to maintain equipment in a clean, safe, and sanitary manner	\$250 per incident per work day
1.4:	Failure to comply with the hours of operation as required by this agreement	\$100 per incident
1.5:	Failure to return container or cart to the service yard without throwing it	\$100 per incident
1.6:	Failure to repair and/or replace damaged containers and related equipment within one (1) week of service unit request	\$100 per incident
1.7:	Failure to leave a completed informational form in the recycling container explaining the reason the non-recyclable materials were not collected	\$100 per incident

**EXHIBIT D:**  
**WASTE AND RECYCLING CART SPECIFICATIONS**



Republic Waste Services  
Hilton Head, South Carolina

## RESIDENTIAL COLLECTION CARTS

Please refer to a detailed description with graphic examples of the proposed carts to be provided by Republic Services of Hilton Head for collection of residential garbage and recyclable commodities.

1. Overall construction, useful life expectancy and warranty.

Residential carts (in all sizes) are constructed of HDPE plastic. They are equipped with a permanently affixed hinged lid and a set of wheels for ease of movement. Excluding deliberate abuse, the useful life expectancy of a cart should exceed ten (10) years. Cart manufacturers generally offer a five (5) year warranty on their products. Cart dimensions are reflected on the following page.

2. Means of mobility including a detailed explanation of the amount of human effort required to reposition or to move the container over grassed areas with a 90% fill capacity (weight and volume).

A fully loaded 95-gallon residential cart can easily be maneuvered simply by placing your foot at the base of the cart (as a stop) and using the hand grips to tilt the cart at a 30-to-45 degree angle. The cart can then be pushed or pulled over a sidewalk, driveway or lawn with minimal effort. Elderly residents generally utilize a smaller cart (65-gallon or 35-gallon capacity).

3. Range or limitations of the compatibility of the proposed cart to multiple manufacturers of collection vehicles.

The two(2) largest manufacturers of automated collection vehicle bodies are Heil and McNeilus. Both of these body types will handle residential carts manufactured by Shaffer, Rherig-Pacific, Toter or Otto in 95, 65 or 35 gallon capacities.

4. Proposed carts are compatible with vehicles proposed to service private roads, dead end streets, mobile home parks, condominiums, or similar difficult pick-up areas.

Residential carts can be used for residents who live on private roads, dead end streets, mobile home parks, condominiums and other difficult access areas. In most cases, the collection vehicle will be a rear-end loading (REL) truck instead of an automated side-loading truck.

5. Inventorying and maintaining the proposed collection carts.



Once it is determined how many carts (by size and quantity) are required per resident, additional carts will be carried in inventory to cover new residential growth and replacement of carts that have been stolen or severely damaged.

6. Storage site for new carts, replacement carts.

Carts will be stored at the Republic Waste Services facility in Beaufort, South Carolina.

7. Time required from notice of need for repair or replacement of an existing cart, or delivery of a new cart of any of the proposed sizes.

Maximum of 2-work days. This includes carts used for collection of solid waste and recyclable materials.

Reflected below is information about cart dimensions, weight and load ratings. These statistics will vary slightly depending on a specific cart manufacturer.

	<u>32 Gallon</u>	<u>65 Gallon</u>	<u>96 Gallon</u>
Cart Dimensions	28"D x 20.5"W x 37"H	35"D x 28.5"W x 40.5"H	35"D x 28.5"W x 45"H
Cart Weight	19 pounds	32 pounds	43 pounds
Cart Load Capacity	140 pounds	230 pounds	315 pounds

**EXHIBIT E:**  
**TRUCK SPECIFICATIONS FOR WASTE AND RECYCLING COLLECTION**

## Republic Services of Hilton Head, South Carolina

### Town of Hilton Head Island, South Carolina

**NOTE:** The following Republic Services owned equipment will be dedicated to service the Town of Hilton Head Island, South Carolina.

#### Collection Equipment List

<u>Model Year</u>	<u>Chassis Manufacturer</u>	<u>Body Manufacturer</u>	<u>Body Capacity</u>	<u>Truck No.</u>	<u>Truck Type</u>	<u>Front Line / Reserve</u>	<u>New / Transfer</u>	<u>Owned or Leased</u>	<u>G.P.S. System</u>	<u>Nextel Radios</u>	<u>Vehicle Use</u>
2011	Mack MRU	Heil PT 1000	20 cu. yd.	701	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	702	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	703	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	704	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	705	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	706	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	707	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2011	Mack MRU	Heil PT 1000	20 cu. yd.	708	Rear Load	Front Line	New	Owned	Yes	Yes	Solid Waste
2007	International	Heil 4300	17 cu. yd.	790	Rear Load	Front Line	New	Owned	Yes	Yes	Recycle
2005	International	Heil 4300	17 cu. yd.	786	Rear Load	Front Line	New	Owned	Yes	Yes	Recycle
2007	International	Heil 4300	14 cu. yd.	788	Rear Load	Reserve	New	Owned	Yes	Yes	Recycle
2007	International	Heil 4300	14 cu. yd.	789	Rear Load	Reserve	New	Owned	Yes	Yes	Solid Waste & Recycle
2011	Ford F-150	Pick-up Truck	N / A	11	Operations Supervisor	Front Line	New	Owned	Yes	Yes	Solid Waste & Recycle Route Observation

All Republic Services vehicles are equipped with a Republic Logo, Truck Number and local Telephone Number on the vehicle body and/or cab doors.

**Safety Equipment Note:** All Republic Services' Collection Vehicles will be equipped with the following safety equipment:

- |                                |                                |
|--------------------------------|--------------------------------|
| * GPS System                   | * Boom-up Alarm                |
| * LED Lighting System          | * Fork-up Alarm                |
| * Strobe Lights                | * Triangular Reflectors        |
| * Back-up Alarm                | * Emergency Spill Kit          |
| * Frequent Stops Decal on Rear | * Broom                        |
| * 20 lb. Fire Extinguisher     | * Shovel                       |
| * First Aid Kit                | * Diesel Engine Idle Inhibitor |
| * Rear-Mounted Camera          |                                |

**EXHIBIT F:**

**OUTREACH AND PUBLIC EDUCATION**



## **RECYCLING**

### **PROMOTION AND EDUCATION**

Republic Waste Services of Hilton Head shall contribute the following to the promotion and education of recycling systems in order to enhance participation of residents and businesses in the Town of Hilton Head Island:

PowerPoint slides and attractive, informative handouts and other audio-visual aids, will be used to make presentations to Town Residents, such as Homeowners Associations, Churches, Environmental Groups, Schools, Women's Clubs, and to local businesses and civic groups such as the Rotary Club, Kiwanis, Lions Club, Women's Clubs, and other civic organizations.

Submission of written monthly recycling reports, detailing public awareness activities for the previous month and plans for upcoming months, will be coordinated by Republic Services with the Town Staff prior to any press releases.

Press releases applicable to important dates, such as contract award, delivery of recycling collection containers, and start-up of collection services. Town Staff members, local government officials, and prominent civic leaders will be featured in these press releases to promote leadership in recycling participation.

An official start-up celebration will be scheduled at a place and time selected by the Town Staff.

#### **Recycling Enhancement Materials and Services:**

- Door hangers and mail-outs will be distributed to residents 3-4 weeks prior to collection service implementation. All literature, which will be approved in advance by the City Staff, will describe the upcoming recycling program and inform residents of the scheduled delivery of recycling containers and implementation of collection service.
- Distribution of instructional pamphlets to single-family and multi-family residential units will accompany delivery of recycling containers. The pamphlets will clearly describe the correct way to prepare recyclables for collection, correct use of the recycling containers, the scheduled collection day, and what not to do.
- Use of notices (tags) will be left to inform residents of materials that are not subject to the curbside recycling program, and that such non-recyclable materials should not be placed in recycling bins or carts for collection.
- A recycling "hot line" telephone number will be provided to enable residents can get answers to questions, voice concerns or complaints, or notify Republic Services of a missed collection from the hours of 8:00 AM to 5:00 PM, Monday through Friday.
- Republic Services will cooperate and coordinate promotional materials and activities about recycling enhancements with the Town of Hilton Head Island Staff.

**EXHIBIT G:**  
**CUSTOMER SERVICE STANDARDS**

1-4-2010

## RESIDENTIAL SERVICE STANDARDS

### 1. NEW RESIDENTIAL CUSTOMERS

- Collection services (garbage and recyclable commodities) will be picked up from residences on designated collection days.
- Introductory information packets shall be delivered to ALL new residential Customers along with a recycling can within 2-days following a new Customer call. Information packets must include the Customer's specific collection days of the week according to types of waste.

### 2. RESIDENTIAL ROUTE COLLECTION SERVICE HOURS

- North Hilton Head Island: 7:00 a.m. to 5:00 p.m., Monday thru Saturday.
- South Hilton Head Island: 7:00 a.m. to 5:00 p.m., Monday thru Saturday.
- ALL Republic employees will be courteous to Customers at ALL times.

### 3. MISSED & DISPUTED PICK-UPS

- Missed & Disputed pick-ups called in by 3:00 p.m. to be completed same day.
- Disputes called in after 3:00 p.m. will be completed on the first load on the following day's route. CSR's must call the customer to confirm pick-up.
- Every effort will be made to complete a missed pick-up the same day regardless of the time the dispute was called in.

### 4. RESIDENTIAL NEIGHBORHOOD CLEANLINESS

- ALL spilled waste (regardless of type) will be immediately picked up and the affected area thoroughly swept clean if necessary by the applicable route driver. This includes streets, ends of driveways and lawns bordering the street.

### 5. RE-POSITIONING OF CONTAINERS

- North Hilton Head Island: containers right-side "up" with lids to the side.
- South Hilton Head Island: containers right-side "up" with lids to the side.
- Containers are to be placed back in the same position they were found.
- Containers & lids are not to be thrown or scattered in the street, in front of mail boxes, on driveways, or on the Resident's lawn.

### 6. NON-CONFORMING WASTE MATERIALS

- The driver is responsible for properly filling out and securing an information tag to any non-conforming waste materials (hazardous, bio-medical, explosive, volatile, overweight, over-size dimension, etc.), detected at any residence. This includes all franchised and subscription areas.

### 7. SPECIAL PICK-UP REQUESTS

- Residents that request "special" pick-ups (bulky, overweight, large quantity) are to receive a quoted price and pick-up schedule within 24-hours of the call.
- ALL "special" pick-ups are to be made in accordance with the promised schedule.

**ALL DRIVERS MUST CONTACT THEIR IMMEDIATE SUPERVISOR WHEN EXTRA PICK-UPS ARE COMPLETED AND BEFORE RETURNING TO THE DIVISION YARD.**



STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )  
RESIDENTIAL WASTE COLLECTION  
FRANCHISE MUTUAL TERMINATION  
AGREEMENT

**THIS TERMINATION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (“Effective Date”) between Republic Services of South Carolina, LLC, d.b.a. Republic Services of Hilton Head (hereinafter called “Franchisee”), 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 (hereinafter collectively called, the “Parties”). This Agreement shall hereinafter be referred to as the “Termination Agreement”.

WHEREAS, on November 18, 2010, the Parties entered into a Residential Waste Collection Franchise Agreement (hereinafter called “2010 Agreement”) for the purposes of conducting waste and recyclables collection services and to achieve the Town’s recycling and service-oriented goals; and

WHEREAS, the Town and Franchisee have met the Town’s recycling and service-oriented goals; and

WHEREAS, the Parties believe it is in the mutual best interest of the Parties to terminate the 2010 Agreement.

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 Franchisee, the Parties hereto agree as follows:

- I. **TERMINATION** – The 2010 Agreement and waste hauling and recycling collection franchise shall terminate on September 30, 2014 subject to the terms and conditions set forth herein.
- II. **SERVICE CATEGORIES.**

The 2010 Agreement and the Municipal Code of the Town provide for the following general service categories:

- A. **Multifamily Units** – Structures containing more than one (1) residential dwelling unit or residential structures clustered in a manner by which waste and recyclables collection can be consolidated, including without limitation apartment buildings, condominiums, villas and duplexes.
- B. **Single Family Units** – A structure containing one (1) residential dwelling unit or residential structure, including without limitation detached single-family homes.
  1. **Single Family Non-Rental Units** – Non-income producing Single Family Units that are designed and occupied exclusively for residential purposes by an individual or family unit.

2. Single Family Short-Term Rental Units – Income-producing Single Family Units, including without limitation Units that are rented on the short-term or long term vacation rental market. For purposes of this Termination Agreement, the term “Single Family Short-Term Rental Units” shall include Single Family Units that are rented for less than ninety (90) consecutive days.
  3. Single Family Long-Term Rental Units – Income-producing Single Family Units that are rented to the same tenant(s) (i.e. a single tenant or single set of tenants) for ninety (90) consecutive days or longer.
- C. Town Facilities – Town facilities to which Franchisee currently provides waste and recyclables collection services.

### III. SCHEDULE OF TERMINATION OF FRANCHISE FOR SERVICE CATEGORIES.

- A. Multifamily Units – Franchisee’s waste and recyclables collection service for Multifamily Units shall end at 11:59 pm on December 31, 2013.
- B. Single Family Units
1. Single Family Short-Term Rental Units - Franchisee’s waste and recyclables collection service for Single Family Short-Term Rental Units shall end at 11:59 pm on December 31, 2013.
  2. Single Family Non-Rental Units – Franchisee’s exclusive waste and recyclables collection service for Single Family Non-Rental Units shall end at 11:59 pm on September 30, 2014.
  3. Single Family Long-Term Rental Units – Franchisee’s waste and recyclables collection service for Single Family Long-Term Rental Units shall end at 11:59 pm on September 30, 2014.
  4. No Saturday Service – Saturday service will no longer be offered to Multifamily Units or Single Family Units beginning January 1, 2014.
  5. Rates for Single Family Non-Rental and Single Family Long-Term Rental Units – Beginning January 1, 2014, the rates for Single Family Non-Rental Units and Single Family Long-Term Rental Units will increase 2.25%, which will serve as the rate of increase for 2014 set forth in the 2010 Agreement. Minimum length of service and payment is quarterly, to be paid in advance with no pro-ratio for termination of service.
- C. Town Facilities - Franchisee’s waste and recyclables collection service for Town Facilities shall end at 11:59 pm on September 30, 2014.

IV. FRANCHISE FEE.

- A. The Franchisee Fee set forth in Section V.A. of the 2010 Agreement shall terminate on September 30, 2014. From January 1, 2014 to September 30, 2014, the Franchise Fee shall be calculated only on the Single Family Non-Rental and Single Family Long-Term Rental Units subject to this Agreement as of January 1, 2014.

V. COLLECTION CARTS PROVIDED BY FRANCHISEE.

- A. Ownership Recycling Collection Carts – As of January 1, 2014, ownership of all recycling collection carts that Franchisee has distributed to Single Family Short-Term Rental Units and Multifamily Units shall pass to the Town. At the time the 2010 Agreement and franchise end on September 30, 2014, ownership of all remaining recycling collection carts that Franchisee has distributed to Single Family Non-Rental Units, Single Family Long-Term Rental Units, and Town Facilities shall pass to the Town. This transfer of ownership of the Recycling Collection Carts shall be subject to the terms of any manufacturer's warranty applicable to the carts and still in effect, but exclusive of any warranties from Franchisee. Franchisee expressly disclaims any and all warranties, if any, regarding the Recycling Collection Carts, including without limitation any express and implied warranties of merchantability and fitness for particular purpose.
- B. Ownership of Waste Collection Carts – On or before January 31, 2014, Franchisee shall collect the Waste Collection Carts it distributed to Single Family Short-Term Rental Units and Multifamily Units for rental purposes pursuant to the 2010 Agreement. After the 2010 Agreement and franchise end on September 30, 2014, Franchisee shall, within thirty (30) days, collect all remaining Waste Collection Carts it distributed to Single Family Non-Rental Units and Single Family Long-Term Rental Units for rental purposes, and collect all Waste Collection Carts Franchisee distributed to Town Facilities pursuant to the 2010 Agreement.

VI. NOTICE.

- A. Franchisee shall notify all Multifamily and Single-Family Units subject to the 2010 Agreement of this Termination Agreement within fourteen (14) days after the Effective Date. The notice shall provide information regarding the termination and transition.

VII. PERFORMANCE BOND.

- A. The performance bond set forth in Section VII of the 2010 Agreement shall become null and void and be released upon the later of September 30, 2014 or the date upon which all Waste Collection Carts are collected by Franchisee in accordance with Section V(B) of this Termination Agreement (but in any event, the performance bond will be released no later than December 31, 2014), at which

time the Franchisee has performed its obligations under the 2010 Agreement and this Termination Agreement.

- B. The Town agrees to take such further actions and execute and deliver such further documents as may be reasonably necessary to accomplish the timely cancellation and release of the performance bond as contemplated by this Section VII, including, without limitation, the execution of a letter of release or such other documentation as may reasonably be requested by the applicable surety company.

#### VIII. GENERAL TERMS.

- A. Should any part of this Termination 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 Termination Agreement.
- B. This Termination 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 Termination Agreement in the performance due hereunder. The South Carolina State and Federal Courts have exclusive jurisdiction over this matter.
- C. This Termination Agreement may not be modified unless such modification is in writing and signed by both parties.
- D. Capitalized terms not defined in the Termination Agreement shall have the same meaning as those terms are defined in the 2010 Agreement.
- E. This Termination Agreement is intended to, and shall be deemed by the parties to, amend and supersede any conflicting terms and conditions in the 2010 Agreement. However, any terms and conditions in the 2010 Agreement that do not conflict with the provisions of this Termination Agreement shall remain in full force and effect through September 30, 2014.
- F. Termination of the 2010 Agreement pursuant to the terms and conditions of this Termination Agreement shall not give rise to any claims for breach or damages by either party arising solely out of such termination.
- G. The Town acknowledges and agrees that as of the date of this Termination Agreement, Franchisee is (i) in good standing with the Town as it relates to the 2010 Agreement, (ii) not in breach of any of the terms of the 2010 Agreement, and (iii) not responsible for any outstanding liquidated damages under the 2010 Agreement.

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

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

WITNESSES:

REPUBLIC SERVICES OF SOUTH CAROLINA, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Andrew King

\_\_\_\_\_

Its: Vice President

Date: \_\_\_\_\_

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_  
Drew A. Laughlin, Mayor

\_\_\_\_\_ Attest: \_\_\_\_\_  
Stephen G. Riley, Town Manager

# MEMORANDUM

TO: Town Council

FROM: Stephen G. Riley, ICMA-CM, Town Manager

VIA: Gregory M. Alford, Alford Law Firm

DATE: November 12, 2013

SUBJ: Proposed Ordinance 2013-25

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**Recommendation:** Town staff recommends that Town Council approve first reading of Proposed Ordinance Number 2013-25, amending Chapter 6 of Title 9 of the Municipal Code.

**Summary:** This Ordinance amends Sections 9-6-10, 9-6-20, 9-6-40, and 9-6-60 of the Municipal Code.

The amendments to Section 9-6-10: (1) include dumpster-based multifamily units into “commercial establishments”; (2) clarify the definition of “multifamily”; and (3) add definitions for “Single-Family”, “Single-Family long-term rental unit”, “Single-family non-rental unit”, and “Single-family short-term rental unit”. The purpose of these additional definitions is to remove the franchisee from servicing single-family short-term (less than 90 days) rentals but allowing the franchisee to continue to service single-family non-rentals and single-family long-term rentals.

The amendments to Section 9-6-20: (1) remove multifamily and single-family short-term rental units from required service by the franchisee; and (2) delete subsection (d) of this Section, which contains language no longer applicable.

The amendments to Section 9-6-40: (1) remove multifamily collection services from the services offered by the franchisee, and add single-family non-rental and single-family long-term rental units as units serviced by franchisee; (2) require all waste haulers in the Town to provide recycling service to multifamily units and single-family short-term rental units which they service, and such recycling service must be included in any base price subject to business license suspension; (3) clarify that waste haulers may offer waste hauling and recycling services to commercial establishments; and (4) clarify reporting requirements as relate to dumpster-based multifamily units.

The amendment to Section 9-6-60 requires all waste haulers in the Town to use a town-designated recycling processing location for transporting recyclables, which is currently the Sonoco processing center.

**Background:** On November 18, 2010 a non-exclusive franchise for collection of residential waste and recycling was granted to Republic Services. Since the granting of the franchise, issues have arisen which necessitate amendment of the terms of the original franchise agreement and the Town’s Municipal Code.



**AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, TO AMEND TITLE 9 (HEALTH AND SANITATION) OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 6 (COLLECTION OF SOLID WASTE AND RECYCLING), SPECIFICALLY SECTION 9-6-10, SECTION 9-6-20, SECTION 9-6-40, AND SECTION 9-6-60; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 96-41, Chapter 6 of Title 9 entitled "Recycling" on December 3, 1996; and,

**WHEREAS**, the Town Council previously adopted Ordinance 2010-22, containing amendments to Chapter 6 of Title 9 on November 17, 2010; and,

**WHEREAS**, the Town Council now desires to amend various sections of Chapter 6 of Title 9 for the purpose of providing for the health and welfare of the residents and visitors of the Town; and,

**WHEREAS**, the Town Council finds that it is in the best interests of Island residents and visitors to amend certain sections of the Town's Waste and Recycling Code; and,

**WHEREAS**, the Town Council now desires to amend Chapter 6 of Title 9, Waste and Recycling Code.

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

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

**Section 1.** **Amendment.** That Chapter 6 of Title 9 (Collection of Solid Waste and Recycling) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as follows:

#### **Chapter 6 COLLECTION OF SOLID WASTE AND RECYCLING**

##### **Sec. 9-6-10. Definitions.**

The following definitions shall apply:

*Commercial establishment:* Any income-producing establishment, for profit or nonprofit, including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile services, hotels, motels and restaurants. **For purposes**

**of this title pertaining to collection of solid waste and recycling only, commercial establishments shall include dumpster-based multifamily residential dwellings, and shall exclude all other residential dwellings.**

*Franchise collector:* The entity that has entered into a franchise agreement with the Town to perform solid waste and recycled materials collection.

*Hazardous Materials:* Any substance or chemical which is a "health hazard" or "physical hazard," including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-reactive or water-reactive; and chemicals which in the course of normal handling, use, or storage may produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics.

*Multifamily:* For the purposes of this title pertaining to collection of solid waste and recycling only, multifamily means a structure containing more than one (1) residential dwelling unit or residential structures clustered in a manner by which waste and recycling collection can be consolidated, **including without limitation apartment buildings, condominiums, villas and duplexes.**

*Recyclable materials:* Materials, as designated in section 9-6-50, that would otherwise become solid waste that can be separated, collected, processed and returned to the economic stream in the form of raw materials or products.

*Recycling:* Any process by which materials that would otherwise become solid waste are separated, collected, processed and returned to the economic stream in the form of raw materials or products.

*Recycling collection service:* Recycling service provided by waste haulers or participated in by subscribers.

*Refuse:* Any solid waste, as defined herein, originating from typical household activities.

*Residential dwelling:* A building or part of a building designed and occupied exclusively for residential purposes by an individual or family unit.

**Single-family: For the purposes of this title pertaining to collection of solid waste and recycling only, single-family means any structure containing one (1) residential dwelling unit or residential structure, including without limitation detached single-family homes.**

**Single-family long-term rental unit: For the purposes of this title pertaining to collection of solid waste and recycling only, single-family long-term rental unit means any income-producing single family unit that is rented to the same tenant(s) (i.e. a single tenant or single set of tenants) for ninety (90) consecutive days or longer.**

**Single-family non-rental unit:** For the purposes of this title pertaining to collection of solid waste and recycling only, single-family non-rental unit means any non-income producing single family unit that is designed and occupied exclusively for residential purposes by an individual or family unit.

**Single-family short-term rental unit:** For the purposes of this title pertaining to collection of solid waste and recycling only, single-family short-term rental unit means any income-producing single family unit (excluding single family long-term rental units), including without limitation units that are rented on the short-term or long-term vacation rental market, including without limitation single family units that are rented for less than ninety (90) consecutive days.

*Single-Stream:* A recycling process in which materials are collected all mingled together with no sorting required by individual recyclers. Therefore, all materials listed under section 9-6-50 can be deposited in the same receptacle for pickup by the hauler.

*Solid waste:* Garbage, debris, commercial waste, industrial waste, nonorganic yard waste, white goods, furniture, bedding, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous material. For purposes of the chapter, any waste specifically regulated under any state or federal law shall be excluded from the definition of solid waste.

*Subscriber:* One who voluntarily participates in the waste and recycling collection service offered by the Town's franchised collector.

*Waste hauler:* An individual, corporation, partnership or other legal entity which collects solid waste and recycling commercially and hauls it to the designated county landfill or recycling processing location.

Sec. 9-6-20. General conditions for granting franchise agreements for solid waste and recycling collection.

(a) The entire incorporated area of the Town shall be subject to the requirements of this chapter.

(b) Trash, nonorganic yard trash, household articles, and recyclables shall be collected in the entire incorporated area of the Town under the following conditions: any single-family **non-rental or single-family long-term rental** ~~or cart-based multifamily residential household~~ shall have the right and option to subscribe to the franchised collector's solid waste and recycling collection service and to receive such service, upon payment to the collector of such fee as specified in the franchise agreement **and any subsequent amendment** approved by the town council.

(c) Franchise agreements may be obtained from either competitive bidding through the town procurement process or through negotiations with prospective collectors of solid waste and recycling materials.

~~(d) Any single family or cart-based multifamily residential households which have signed contracts in place for waste or recycling collection services on April 1, 2011, shall have until their existing contract expires or until September 30, 2012, whichever date is earlier, to begin using the collection services of the franchised collector.~~

Sec. 9-6-40. Solid waste and recycling collection service.

(a) The town's franchise solid waste and recycling collector will provide waste and recycling collection service to all cart-based single-family **non-rental and single-family long-term rental and multifamily residential dwellings.**

**(b) With the exception of the town's franchise solid waste and recycling collector, all waste haulers shall offer provide a reasonable voluntary single-stream recycling collection service to all commercial establishments multifamily units and single-family short-term rental units which they service (excluding dumpster-based multifamily residential dwellings), and such recycling service shall be included in the base price of any waste hauler operating in the town. As determined by the town manager or designee, any failure by a waste hauler to provide a reasonable voluntary single-stream recycling collection service to any multifamily units and single-family short-term rental units (excluding dumpster-based multifamily dwellings), or any failure by a waste hauler to include such recycling service in its base price, may result in the suspension of any such waste hauler's business license in accordance with Town Municipal Code Section 10-1-10, et al.**

**(c) Waste haulers may offer waste hauling and recycling collection services to commercial establishments.**

~~(b)~~**(d)** The adequacy and reasonableness of the waste and recycling collection service shall be determined by the town manager or designee through an annual review. The franchise collector agreement will be fully evaluated after a five-year term.

~~(c)~~**(e)** Waste haulers and the town's franchise collector shall file a semiannual report (providing information for the six-month period of operation ending December 31 and June 30 of each calendar year) on February 1 and August 1 with the town that shall include the following information:

(1) Waste hauler's fee schedules and frequency of pickup for residential and commercial recycling;

(2) Number of residential solid waste customers **(excluding dumpster-based multifamily residential dwellings)** and the percent using the hauler's recycling service;

(3) Number of commercial solid waste customers **(including dumpster-based multifamily residential dwellings)** and the percent that are using the hauler's recycling service; and

(4) Tonnage of recycling from residential customers **(excluding dumpster-based multifamily residential dwellings)** and tonnage of recycling from commercial customers **(including dumpster-based multifamily residential dwellings)**.

Sec. 9-6-60. Collection of recyclable materials.

- (a) It shall be unlawful for any person to place any material not designated for recycling in section 9-6-50 in the recyclable material receptacles.
- (b) All information on proper procedures for disposal of recyclable materials and collection dates shall be provided by the waste hauler.
- (c) All materials listed in section 9-6-50 shall be collected in a manner compliant with a single-stream method.
- (d) For improperly set-out recyclables, the franchise collector will affix to nonconforming recyclables a sticker or tag approved by the town stating the reason for the noncollection and notify the town if collection is not made.
- (e) The franchise collector will provide a recycling receptacle(s) sufficient to serve each single-family residence or cart-based multifamily dwelling unit. The town shall retain ownership of all its recycling receptacles and the resident and/or management company shall take proper care to protect such receptacle from loss or damage. Receptacles that are lost or stolen will be replaced one (1) time free of charge. Should repeated loss occur it shall be the responsibility of the resident and/or management company of each property to purchase a replacement from the franchise collector within forty-five (45) days.
- (f) All recyclable materials collected by **waste haulers and/or** the town's franchise collector will be transported to a town-designated recycling processing location.

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

**Section 3.**     **Effective Date.** This Ordinance shall be effective January 1, 2014.

(SIGNATURE PAGE FOLLOWS)

**PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE  
TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS \_\_\_\_DAY OF  
\_\_\_\_\_, 2013.**

\_\_\_\_\_  
**Drew A. Laughlin, Mayor**

**ATTEST:**

**By:**\_\_\_\_\_  
**Victoria L. Pfannenschmidt, Town Clerk**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Gregory M. Alford, Town Attorney**

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