



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

**December 17, 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 Girls Cross Country Team – 3-A State Championship
  - b. Hilton Head Island Boys Cross Country Team – 3-A State Championship
- 6) Approval of Minutes**
  - a. Town Council Meeting– December 3, 2013
- 7) Report of the Town Manager**
  - a. FY2013 CAFR and Audit Presentation – Gary Cooke, Elliott Davis, LLC
  - b. Town Manager's Items of Interest
  - c. November, 2013 Policy Agenda, Management Targets and CIP Updates
  - d. Semi-Annual Land Acquisition Update
- 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- 20**

Second Reading of Proposed Ordinance 2013-20 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2013; to provide for the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

### **b. Second Reading of Proposed Ordinance 2013- 19**

Second Reading of Proposed Ordinance 2013-19 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2014; to provide for the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

### **c. Second Reading of Proposed Ordinance 2013- 17**

Second Reading of Proposed Ordinance 2013-17 to amend the budget for the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2014; to provide for the budgeted appropriations of prior year encumbrances and for the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

### **d. Second Reading of Proposed Ordinance 2013-18**

Second Reading of Proposed Ordinance 2013-18 to amend the budget for the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2014; to provide for the budgeted appropriations of prior year budget roll-forwards and the expenditures of certain funds; and to allocate the sources of revenue for the said funds

### **e. Second Reading of Proposed Ordinance 2013-27**

Second Reading of Proposed Ordinance 2013-27 of the Town Of Hilton Head Island, South Carolina, authorizing the execution of a contract for purchase and sale; the execution of a deed for the sale of 0.24 acres of real property located near William Hilton Parkway and the Fresh Market Shoppes to HCP Acquisition, LLC, in exchange for 0.50 acres of real property located near William Hilton Parkway and the Fresh Market Shoppes from HCP Acquisition, LLC; and the granting of an access easement to HCP Acquisition, LLC, 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.

### **f. Second Reading of Proposed Ordinance 2013-24**

Second Reading of Proposed Ordinance 2013-24 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, Article XIII. this amendment, commonly referred to as the *LMO Amendment to Amend Auto Sales Standards*, as noticed in the Island Packet on August 11, 2013, includes a revision to Chapter 4, Article XIII, Section V, Auto Sales; and providing for severability and an effective date.

**g. Revised First Reading of Proposed Ordinance 2013-23**

Revised 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.

**h. Revised First Reading of Proposed Ordinance 2013-25**

Revised 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); and providing for severability and an effective date.

**11) New Business**

**a. First Reading of Proposed Ordinance 2013-28**

First Reading of Proposed Ordinance 2013-28 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 deleting section 10-5-90; and providing for severability and an effective date.

**b. Consideration of a Resolution – Hilton Head Plantation Drainage Agreement**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution of a first amendment to amended and restated drainage agreement and a first amendment to modification of access, drainage and maintenance easement and partial assignment with Hilton Head Plantation Property Owners Association, Inc.

**c. Consideration of a Resolution – Sea Pines Drainage Agreement**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution of a first amendment to drainage agreement and a first amendment to access, drainage and maintenance easement with Community Services Associates, Inc.

**d. Consideration of a Resolution establishing principles, goals, policy agenda and management agenda**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, establishing the Town of Hilton Head Island Destination 2029 Guiding Principles, the Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action, and 2014 Management Agenda.

**e. Town Manager Review/Compensation**

**12) Executive Session**

**a. Land Acquisition**

**b. Legal Matters**

**c. Contractual Matters**

**d. Personnel Matters**

**1) Town Manager Review/Compensation**

**13) Adjournment**

# Commendation

***A Commendation of the Town of Hilton Head Island  
Congratulating  
All Members of the Hilton Head Island High School Girls Cross  
Country Team on Capturing the Class 3-A State Championship***

***WHEREAS***, the Hilton Head Island High School “Seahawks” Girls Cross Country Team won the Class 3-A State Championship on November 9, 2013 in Columbia, SC; and

***WHEREAS***, the “Seahawks” Girls Cross Country Team beat Eastside with a dominating score of 50-116, with four “Seahawks”- Mallory Liggett, Carley McGlinn, Abbigale Gross, and Ciara McMahon - finishing in the top 15 in the State, earning each All-State status, with the assistance of remaining team members, Rebeka Parent, Esther Anderson, and Frankie Schoning; and

***WHEREAS***, under the leadership of Coach Bill Wrightson and Assistant Coaches Max Mayo, Christine McMahon, and Judi Melanson, the Hilton Head Island High School girls cross country program has excelled beyond expectations; and

***WHEREAS***, the team’s hard work and determination that resulted in a winning season is to be applauded, and according to Head Coach Wrightson, they are the second fastest girls team in school history; and

***WHEREAS***, the Hilton Head Island Town Council recognizes and congratulates each team member for their outstanding achievement this season; and

***WHEREAS***, the “Seahawks” Girls Cross Country Team have made themselves, their school, their families, and the Hilton Head Island community proud.

***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 “Seahawks” Girls Cross Country Team, Head Coach, and Assistant Coaches, on capturing the 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 Seventeenth day of December*** in the year of our Lord, Two Thousand and Thirteen.

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Drew A. Laughlin, Mayor

# Commendation

***A Commendation of the Town of Hilton Head Island  
Congratulating  
All Members of the Hilton Head Island High School Boys Cross Country  
Team on Capturing the Class 3-A State Championship***

***WHEREAS***, the Hilton Head Island High School “Seahawks” Boys Cross Country Team won their fifth Class 3-A State Championship on November 9, 2013 in Columbia, SC; and

***WHEREAS***, the “Seahawks” Boys Cross Country Team beat Eastside with a dominating score of 45-81, with five “Seahawks”- Cisco Ferre, Colton Hennessey, Eladio Wilkinson, Ben Gilman, and Sam Beattie - finishing in the top15 in the State, earning each All-State status, with the assistance of remaining team members, Phillip Evans and Nahuel Coronel; and

***WHEREAS***, Head Coach Bill Wrightson and Assistant Coaches Max Mayo, Christine McMahon, and Judi Melanson, have continued to provide the excellent coaching that propel the Hilton Head Island High School cross country program to greater heights each year; and

***WHEREAS***, the team’s hard work and determination was reflected in their domination over other teams this season, which we applaud, and according to Head Coach Wrightson, they are the fastest team in school history; and

***WHEREAS***, the Hilton Head Island Town Council recognizes and congratulates each team member for their outstanding achievement this season; and

***WHEREAS***, the “Seahawks” Boys Cross Country Team have made themselves, their school, their families, and the Hilton Head Island community proud.

***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 “Seahawks” Boys Cross Country Team, Head Coach, and Assistant Coaches on capturing the 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 Seventeenth day of December*** in the year of our Lord, 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 19, 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, Lee Edwards, *Council Members*

**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*; Shawn Colin, *Deputy Director of Community Development*; Brian Hulbert, *Staff Attorney*; Heather Colin, *Development Review Administrator*; Teri Lewis, *LMO Official*; Anne Cyran, *Senior Planner*; Jayme Lopko, *Senior Planner*; Marcy Benson, *Senior Grants Administrator*; Melissa Cope, *Systems Analyst*; 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.

### 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. Arbor Day

Marcy Benson was present to accept the proclamation.

### 6) Approval of Minutes

#### a. Town Council Meeting– November 19, 2013

Mr. Harkins moved to approve. Mr. McCann seconded. The minutes of the November 19, 2013 Town Council meeting were approved by a vote of 6-0. (Mr. Edwards arrived immediately after the vote at 4:08 p.m.)

### 7) Report of the Town Manager

#### a. Town Manager's Items of Interest

### 8) Reports from Members of Council

#### a. General Reports from Council

None.

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

None.

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

None.

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

None.

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

None.

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

None.

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

None.

**9) Appearance by Citizens**

None.

**10) Unfinished Business**

None.

**11) New Business**

**a. First Reading of Proposed Ordinance 2013-22**

First Reading of Proposed Ordinance 2013-22 to amend Title 16, the Land Management Ordinance, of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-4-102, the Official Zoning Map, specifically rezoning 8.56 acres identified as Parcels 8, 336 through 342, and 344 through 375 on Beaufort County Tax Map 5 from RM-4, Low Density Residential to RM-8 Residential Moderate Density and providing for severability and an effective date.

Mr. Williams moved to approve. Mrs. Likins seconded. Jayme Lopko reviewed the request explaining the reasons staff recommended denial. She reviewed the properties the Town and the County have purchased to date in order to decrease density. Chet Williams spoke on behalf of the applicant requesting that Town Council approve the rezoning. He explained the development failed as single family residential subdivision and the new owner is trying to make it more marketable. Mr. Chet Williams explained in detail his reasoning for requesting approval of the application.

Mr. Harkins stated he took exception to the proposal. He said it was in direct violation to the Town's comprehensive plan and due to the location of the property in the airport hazard overlay an approval increases the consequence of a plane crash. Mr. Harkins referenced the efforts of purchasing property to decrease density and the development of Mitchelville as other reasons for denial. Mr. Edwards stated he was in agreement with Mr. Harkins stating that he does not agree with increasing density in an area where for years the Town has attempted to decrease density.

Mr. Grant spoke in support of the application stating affordable housing would benefit many residents and commended the owner's efforts to develop the land.

Gary Kubic, Beaufort County Administrator spoke in opposition to the request and referenced a letter he sent to Town Council stating safety concerns because of the property

being located in the airport hazard overlay. As requested by Mr. Kubic, and for the record, a copy of the letter will be attached to the original, signed minutes.

Mr. Charles Copley spoke in opposition to the application. Curtis Coltrane spoke on behalf of the one family that owned a home in the development stating they are in support of the application and explained their reasons. Mr. Will Dopp, Member of the Beaufort County Airports Board, spoke in opposition to the application.

Mr. McCann stated he shared the concern for safety but the issue has turned in to an airport issue rather than a rezoning issue. He spoke in support of the application and suggested that if the concern is that great, Beaufort County should purchase the land so nothing is built. Mrs. Likins spoke in support of the application stating that affordable housing is needed and if safety is an issue the Town should not allow anyone to live on the property.

Mayor Laughlin stated that if RM-4 is not appropriate for this property that it would not be appropriate for many other properties.

Mr. Williams stated that as a member of the Planning & Development Standards Committee he was originally in favor of the application and after hearing the safety concerns he changed his mind and would be voting for denial.

The motion was defeated by of vote of 3-4. (Mr. Edwards, Mr. Harkins, Mr. Williams and Mayor Laughlin were opposed.)

Mr. Harkins moved for approval of an oral Resolution to deny the application based on concerns over the impact on the airport hazard overlay, public safety, and other issues cited in the staff report attached to the application. Mr. Edwards seconded. The motion was approved 4-3. (Mr. Grant, Mr. McCann and Mrs. Likins were opposed.)

**b. First Reading of Proposed Ordinance 2013-24**

First Reading of Proposed Ordinance 2013-24 to amend Title 16 of the Municipal Code of the Town of Hilton Head Island, South Carolina, the Land Management Ordinance, Chapter 4, Article XIII. this amendment, commonly referred to as the *LMO Amendment to Amend Auto Sales Standards*, as noticed in the Island Packet on August 11, 2013, includes a revision to Chapter 4, Article XIII, Section V, Auto Sales; and providing for severability and an effective date.

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

**c. First Reading of Proposed Ordinance 2013- 20**

First Reading of Proposed Ordinance 2013-20 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2013; to provide for the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

Mr. Harkins moved to approve. Mrs. Likins seconded. The motion was unanimously approved by a vote of 7-0.

**d. First Reading of Proposed Ordinance 2013- 19**

First Reading of Proposed Ordinance 2013-19 to amend the budget for the Town of Hilton Head Island, South Carolina, for the fiscal year ending June 30, 2014; to provide for the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

Mr. Harkins moved to approve. Mrs. Likins seconded. The motion was unanimously approved by a vote of 7-0.



**e. First Reading of Proposed Ordinance 2013- 17**

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Mr. Harkins moved to approve. Mrs. Likins seconded. The motion was unanimously approved by a vote of 7-0.

**f. First Reading of Proposed Ordinance 2013-18**

First Reading of Proposed Ordinance 2013-18 to amend the budget for the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2014; to provide for the budgeted appropriations of prior year budget roll-forwards and the expenditures of certain funds; and to allocate the sources of revenue for the said funds.

Mr. Harkins moved to approve. Mrs. Likins seconded. The motion was unanimously approved by a vote of 7-0.

**g. Consideration of a Resolution – Baygall Sewer Project**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, authorizing the execution and delivery of a contract between the Town of Hilton Head Island, South Carolina, and the Hilton Head No. 1 Public Service District relating to the sewer expansion project known as the Barker Field Expansion Pump Station, also known as the Barker Field Area Project including Mitchelville Beach Park connection.

Mr. Harkins moved to approve. Mr. Williams seconded. The motion was approved by a vote of 7-0.

**h. First Reading of Proposed Ordinance 2013-27**

First Reading of Proposed Ordinance 2013-27 of the Town Of Hilton Head Island, South Carolina, authorizing the execution of a contract for purchase and sale; the execution of a deed for the sale of 0.24 acres of real property located near William Hilton Parkway and the Fresh Market Shoppes to HCP Acquisition, LLC, in exchange for 0.50 acres of real property located near William Hilton Parkway and the Fresh Market Shoppes from HCP Acquisition, LLC; and the granting of an access easement to HCP Acquisition, LLC, 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 7-0.

**12) Executive Session**

Mr. Riley stated he needed an Executive Session for contractual matters pertaining to land acquisition; contractual matters pertaining to the mid-term review of the Town Attorney and personnel matters pertaining to the annual review of the Town Manager.

At 5:12 p.m. Mr. Williams moved to go into Executive Session for the reasons given by the Town Manager. Mr. Harkins seconded. The motion was unanimously approved by a vote of 7-0.

Mayor Laughlin called the meeting back to order at 5:51 p.m. and stated there was no business as a result of the Executive Session.

**13) Adjournment**

Mr. Edwards moved to adjourn. Mr. Harkins seconded. The motion was unanimously approved by a vote of 7-0. The meeting was adjourned at 5:52 p.m.

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Vicki Pfannenschmidt  
Executive Assistant/Town Clerk

Approved:

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Drew A. Laughlin, Mayor



# Items of Interest

## December 17, 2013

### 1. Town News

The Town of Hilton Head Island Financial Statements for the period ending October 31, 2013 including the Financial Dashboard were posted on the Town's website on December 6, 2013. You can view them at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

(Contact: Susan Simmons, Director of Finance at 843-341-4645 or [susans@hiltonheadislandsc.gov](mailto:susans@hiltonheadislandsc.gov))

### 2. Noteworthy Events

- a) Some of the upcoming meetings at Town Hall:
- Planning Commission – December 18, 2013, 3:00 p.m.
  - Town Hall Offices Closed – December 25, 2013
  - Town Hall Offices Closed – January 1, 2014
  - Planning Commission – January 2, 2014, 9:00 a.m.
  - Public Safety Committee – January 6, 2014
  - Board of Zoning Appeals – January 6, 2014, 2:30 p.m.
  - Public Projects and Facilities Committee – January 7, 2014, 2:00 p.m.
  - Town Council – January 7, 2014, 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 Policy Agenda  
Thru November, 2013**

**Top Priority**

<b>Target</b>	<b>Chief Contact</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Economic Development Organization: Creation and Operation</li> </ul>	Shawn Colin	EDC planning to bring in a facilitator to help them set goals in January
<ul style="list-style-type: none"> <li>Coligny Area Development Projects: Direction and Funding</li> </ul>	Shawn Colin/ Jennifer Ray	A TC Workshop was held in November to discuss this project. It was also discussed at the Annual TC Workshop; the project scope has been changed/split into multiple projects.
<ul style="list-style-type: none"> <li>Arts Collaboration: Framework and Strategy for Fostering Collaboration among Arts Organizations</li> </ul>	Jill Foster	Town Council workshop is set for Dec 11 <sup>th</sup> to seek further direction from Council as to strategies for final plan.
<ul style="list-style-type: none"> <li>Arts Center of Coastal Carolina: Short-Term Financial Direction</li> </ul>	Steve Riley	Done. Awaiting Study
<ul style="list-style-type: none"> <li>Chaplin Linear Park and Boardwalk: Development and Permitting</li> </ul>	Jennifer Ray	Schematic Master Plans approved by Parks & Rec Commission on November 14, 2013 and scheduled to be presented to Public Facilities Committee on December 17, 2013.

**High Priority**

<b>Target</b>	<b>Chief Contact</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>LMO Modifications</li> </ul>	Teri Lewis	LMO re-write is going through adoption process with expected adoption in March 2014.
<ul style="list-style-type: none"> <li>Education Strategy: Identification of Needs and Direction</li> </ul>	Greg DeLoach/ Nancy Gasen	Awaiting Know2 update.
<ul style="list-style-type: none"> <li>Recreation Center Expansion: Direction on Future Phases</li> </ul>	Jill Foster	A Town Council Workshop was held in November to see a revision to the master plan. It was further discussed at the Council's Annual Workshop. Staff intends to phase the design and construction of the expansion into the CIP.
<ul style="list-style-type: none"> <li>Mainland Transportation Agreement: Dirt Road Policy Direction, Flyover Funding, and Future Town Acceptance of Private Roads Direction and Funding</li> </ul>	Scott Liggett	Staff is completing a proposed draft policy for the acceptance of private roads. Review by Public Facilities Committee is planned for December 17, 2013.
<ul style="list-style-type: none"> <li>Solid Waste Contract: Direction</li> </ul>	Scott Liggett	Consideration being given to the termination of the franchise agreement effective April 2014. To be discussed by Town Council on December 17, 2013.

Moderate Priority		
Target	Chief Contact	Comments
<ul style="list-style-type: none"> <li>Beaufort County Strategy: Issues, Positions, Dialogue</li> </ul>	Steve Riley	Ongoing.
<ul style="list-style-type: none"> <li>Recreation Organization, Management and Performance Audit</li> </ul>	Jill Foster	A Town Council Workshop was held in November where Council discussed this issue. It was also discussed at the Annual TC Workshop.
<ul style="list-style-type: none"> <li>Land Acquisition Program: Policy Direction, Acquisitions, and Funding</li> </ul>	Charles Cousins	Program ongoing
2013 Management Agenda Thru November, 2013		
Target	Chief Contact	Comments
<ul style="list-style-type: none"> <li>Airport Issues: Resolution</li> </ul>	Charles Cousins/ Teri Lewis	Meeting with County to bring LMO amendments forward in early 2014
<ul style="list-style-type: none"> <li>Reassessment and Tax Rate Limitations: Direction and Public Information</li> </ul>	Susan Simmons	Reassessment and tax rate update info has been provided to TC and public throughout this year. Tax bills reflecting the reassessment were sent in November. Town staff has responded to a few citizens, but it appears the information program was successful.
<ul style="list-style-type: none"> <li>Shelter Cove Area Public Projects: Construction</li> </ul>	Heather Colin/ Scott Liggett	Shelter Cove Community Park Master Plan was approved in November. Blanchard & Calhoun is moving forward with detailed park plans.
<ul style="list-style-type: none"> <li>Tax Increment Financing District: Study Extension</li> </ul>	Shawn Colin	In discussions with County, School District and PSD #1
<ul style="list-style-type: none"> <li>Employee Compensation and Benefits: Review and Direction</li> </ul>	Greg DeLoach/ Nancy Gasen	External market survey was distributed, with responses anticipated during December.
<ul style="list-style-type: none"> <li>Posting of Quarterly Financial Reports Online: Purpose, Method, and Funding</li> </ul>	Greg DeLoach/ Susan Simmons	Financial reports and dashboards are posted monthly.

**CIP Monthly Report  
Thru November, 2013**

Project	Chief Contact	Comments
<ol style="list-style-type: none"> <li>1. Wm. Hilton Parkway / Leamington Intersection Improvements</li> <li>2. Wm. Hilton Parkway Mast Arm Projects</li> <li>3. Fire Station #6</li> <li>4. Rowing and Sailing Center</li> <li>5. Pembroke Drive and Gardner Drive Pathways</li> </ol>	<p>Scott Liggett</p>	<ol style="list-style-type: none"> <li>1. Construction underway. Target completion date March 2014</li> <li>2. Construction underway. Target completion date February 2014</li> <li>3. Construction on-going, targeted completion date June 2014.</li> <li>4. Dock/pier proposals received October 25, 2013. RFP for upland park improvements to be advertised in December 2013.</li> <li>5. Notice to Proceed issued. Target completion date February 2014.</li> </ol>

**TO:** Town Council

**FROM:** Stephen G. Riley, Town Manager

**DATE:** December 4, 2013

**RE:** Land Acquisition Update

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Since our last update in June, 2013, we have announced the acquisition of 102.73/1 parcel and the sale of 1.8 acres which are described on the attached chart.

**Available Funding – November 2013**

The Town's Land Acquisition Program has the following available funds.

2010 GO Referendum Bonds	\$1,545,410
Sale of Land Account	<u>\$2,361,605</u>
Total	<u>\$3,907,015</u>

The Town's 2013 GO Referendum Bond issue for \$5,000,000 (part of the \$9,000,000 GO Bond issue in June, 2013) are fully expended.

## **TOWN PROPERTY UPDATE SINCE JUNE 2013/STATUS**

<b>Name</b>	<b>Acreage and Location</b>	<b>Status</b>
Heritage Golf Group-Holes 2-16 of Planter's Row Golf Course	102.73 acres/ William Hilton Parkway between Dillon Road and Cemetery Road	Purchase closed on June 6, 2013.
Welcome Center Property	3.3 acres/In November 2013, Town Council approved the sale of 1.8 acres for \$175,000.00 to the Toomers (owners of the Crazy Crab)/ Remaining acreage: 1.5 acres	Legal closing to take place soon.





## **MEMORANDUM**

**TO:** Town Council

**FROM:** Stephen G. Riley, Town Manager

**VIA:** Susan Simmons, Director of Finance

**DATE:** December 4, 2013

**RE:** **Second Reading of Proposed Ordinance No. 2013-20**

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**Recommendation:**

Staff recommends Council approve second reading of Proposed Ordinance No. 2013-20 amending fiscal year 2013 General, Capital Projects, Debt Service, and Stormwater (Enterprise) Funds' budgets.

**There have been no changes since first reading.**

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

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-20**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2013; TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS; AND TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS.**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the budget on June 19, 2012, and

**WHEREAS**, pursuant to the budget amendment policy as stated in the Town's annual budget document, the Town Council is desirous of amending the budget so as to provide for the expenditures and certain other commitments from the Fund Balance and other revenue sources, as well as to correct budget appropriations for certain capital projects in the General, Capital Projects, Debt Service, and Stormwater Funds.

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

Section 1 Amendment. The adopted 2013 fiscal year budget is amended to make the following changes as increases and decreases to the funds from prior years and to the projected revenue and expenditure accounts as follows:

**General Fund**

<b><u>Account Description</u></b>		<b><u>Amount</u></b>
<b>Revenues:</b>		
Hospitality Fee Transfer		\$ (295,314)
<b>Total Revenues</b>		<b>\$ (295,314)</b>
<b>Expenditures:</b>		
<b>Townwide Grants</b>	<b>10000950</b>	
Heritage Classic Foundation	56076	\$ (295,314)
<b>Total Expenditures</b>		<b>\$ (295,314)</b>

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-20****Capital Projects Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b>Revenues:</b>		
2010A GO Ref. Bond		\$ 941,055
2013A GO Bond		(1,956,204)
2014A GO Bond		2,500,000
Beach Bond		117,210
Beach Fees		(88,035)
Grants		12,826
Hospitality Bond		2,436,460
Hospitality Taxes		(2,540,956)
Property Taxes		(126,130)
Resale of Land		269,987
Sunday Liquor Permit Fees		(141,607)
TIF Bond		120,361
TIF Property Taxes		(1,642,074)
Traffic Impact Fees		87,604
<b>Total Revenues</b>		<b>\$ (9,503)</b>
<b>Expenditures:</b>		
<b>Beach Maintenance</b>		
Beach Management/Monitoring	Beach Bond	\$ 117,210
"	Beach Fees	(115,771)
Dunes Refurbishment	Beach Fees	7,065
Beach Parks	Beach Fees	33,121
Beach Renourishment FY16	Beach Fees	(23,497)
Beach Renourishment Ocean Point	Beach Fees	9,342
		<b>27,470</b>
<b>Existing Facilities/Infrastructure</b>		
Clean up, Maint. of Prop. & Demo of Structures	Property Taxes	(23,002)
Fire Station # 1 Replacement	Hospitality Bond	56
Rehabilitation & Reno of Fixed Cap. Assets	Property Taxes	(51,808)
Security Cameras	Hospitality Bond	(3,334)
Fire Station # 6 Replacement	Hospitality Bond	241,845
"	Hospitality Taxes	(241,845)
Apparatus/Vehicle Replacement	Hospitality Taxes	(18,837)
		<b>(96,925)</b>
<b>Park Development</b>		
Parks Upgrades	Property Taxes	(50,000)
"	Sun. Liq. Permit Fees	(141,607)
Recreation Center Enhancements	Hospitality Bond	302,000
"	Hospitality Taxes	(265,000)
Rowing & Sailing Center	TIF Property Taxes	949
Aquatics Center	Hospitality Bond	16,600
"	Hospitality Taxes	(16,600)
Share Center	2013A GO Bond	(9,139)
"	Grants	12,826
Collier Beach	Beach Fees	1,715
		<b>(148,256)</b>
<b>New Facilities/Infrastructure</b>		
Dispatch Center Equipment Upgrade	Hospitality Bond	(5,000)
F&R Computer System	Hospitality Taxes	(55,668)

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-20****Capital Projects Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>New Facilities/Infrastructure (Continued)</b>		
Public Safety Systems Equip. Upgrade	Hospitality Bond	\$ 818
Mobile Computing AVL Upgrade	Hospitality Bond	(8,644)
BCSO with Tenant Upfit	2013A GO Bond	8,221
Fire/Medical (Mobile Repeater)	Hospitality Bond	(3,698)
Sewer Projects	Beach Fees	(10)
58 Shelter Cove Lane-Tenant Upfit (Town Use)	2013A GO Bond	918
Coligny/Pope Ave. Area Initiative	TIF Bond	120,361
"	TIF Property Taxes	(118,828)
		<b>(61,530)</b>
<b>Pathways</b>		
Pathway Rehabilitation	Hospitality Bond	125,000
"	Hospitality Taxes	(125,000)
"	Property Taxes	5,000
Palmetto Bay Road	TIF Property Taxes	(288)
Dunnagan's Alley	TIF Property Taxes	(288)
US 278 (Gardner to Mathews)	TIF Property Taxes	664
"	Traffic Impact Fees	(10,301)
US 278 (Wexford Circle to Fresh Market Shoppes)	Hospitality Bond	(10,602)
Leg O'Mutton	Hospitality Bond	301,096
"	Hospitality Taxes	(296,071)
Pembroke Drive	Hospitality Bond	17,049
"	Hospitality Taxes	(17,049)
Gardner Drive	Hospitality Bond	14,049
"	Hospitality Taxes	(14,049)
US 278 (N. Orleans to Shipyard & Town Hall)	TIF Property Taxes	(128)
US 278 (Fresh Market to Shelter Cove)	Hospitality Bond	64,329
"	Hospitality Taxes	(42,800)
US 278 (Shelter Cove/Chaplin to Mathews N)	Hospitality Bond	32,200
"	Hospitality Taxes	(32,200)
		<b>10,611</b>
<b>Road Improvements</b>		
Directional/Neighborhood Singage	Hospitality Bond	19,250
"	Hospitality Taxes	(19,250)
Mathews Dr./Chaplin Area Connectivity	TIF Property Taxes	(570,065)
Marshland Roundabout	TIF Property Taxes	(954,090)
Leamington/Fresh Market/US 278	Hospitality Bond	151,037
"	Hospitality Taxes	(148,071)
Pedestrian Crosswalks	Hospitality Bond	111,500
"	Hospitality Taxes	(172,038)
"	Property Taxes	(757)

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-20****Capital Projects Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>Road Improvements (Continued)</b>		
Traffic Signal Mast Arms	Hospitality Bond	\$ 152,290
"	Hospitality Taxes	(151,972)
Roadway Safety Improvements	Property Taxes	(5,563)
"	Traffic Impact Fees	35,000
Intersection Improvements	Hospitality Bond	84,203
"	Hospitality Taxes	(90,000)
F&R Emergency Access Points	Hospitality Bond	63,283
"	Hospitality Taxes	(63,373)
Lemoyne Avenue Reconstruction	Traffic Impact Fees	62,905
Roadway Resurfacing-Federal Match	Hospitality Bond	771,133
"	Hospitality Taxes	(771,133)
		<b>(1,495,711)</b>
<b>Land Acquisition</b>		
Land Acquisition	2010A GO Ref. Bond	941,055
"	2013A GO Bond	(2,630,927)
"	2014A GO Bond	2,500,000
"	Resale of Land	269,987
		<b>1,080,115</b>
<b>Debt Service/Issue Costs/Misc</b>		
Debt Service/Issue Costs	2013A GO Bond	10,667
		<b>10,667</b>
<b>Transfers</b>		
Transfer to Debt Service Fund	2013A GO Bond	664,056
		<b>664,056</b>
<b>Total Expenditures</b>		<b>\$ (9,503)</b>

**Debt Service**

<b><u>Account Description</u></b>	<b><u>Amount</u></b>
<b><i>Revenues:</i></b>	
Property Taxes	\$ 5,835
<b>Transfers In:</b>	
2013A GO Bond	664,056
<b>Total Revenues</b>	<b>\$ 664,056</b>
<b><i>Expenditures:</i></b>	
Administrative	Property Taxes
	\$ 5,835
	<b>5,835</b>
<b>Total Expenditures</b>	<b>\$ 5,835</b>
Net Change in Fund Balance	\$ 664,056

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-20****Stormwater Fund**

<b><u>Account Description</u></b>	<b><u>Amount</u></b>
<b><i>Revenues:</i></b>	
Stormwater Fees	\$ (961,973)
Stormwater Fees - Prior Year	1,501,963
Stormwater Fee Bonds	(540,401)
<b>Total Revenues</b>	<b><u>\$ (411)</u></b>
<b><i>Expenditures:</i></b>	
<b>Transfer Out</b>	
Transfer to General Fund	\$ (40,000)
	<b><u>(40,000)</u></b>
<b>Personnel</b>	
Personnel	2,063
	<b><u>2,063</u></b>
<b>Operating</b>	
Travel	(2,000)
MAP Update	29,492
Cell Phone	(1,200)
Vehicle Fuel	(1,000)
BC SWU Admin Fee	(2,070)
Water Quality Monitoring	1,200
	<b><u>24,422</u></b>
<b>Debt Service</b>	
Other Charges	(500)
	<b><u>(500)</u></b>
<b>Infrastructure Upgrades &amp; Improvements</b>	
HHP-Bear Creek Outfall	2,840
Wiler's Creek Stabilization	(388)
Tennismaster	10,800
New Orleans @ WHP Drainage Improvements	(286)
Gumtree Road-South Outfall	(266)
Fish Haul Culverts	(3,042)
US278 Flooding (beyond SDCOT funding)	83
Folly Field Rd. Lagoon	10,100
	<b><u>19,841</u></b>

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-20****Stormwater Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>	
<b>Inventory &amp; Modeling</b>	
Port Royal Plantation	\$ (442)
Spanish Wells	(3,000)
	<hr/> <b>(3,442)</b>
<b>Drainage Maintenance and Repairs</b>	
<b>Hilton Head Plantation</b>	
Seabrook	(1,965)
<b>Indigo Run Plantation PUD</b>	
Pipe Collars, Vac-haul, Ditch Work	257
<b>Long Cove Plantation PUD</b>	
Long Cove General Maint.	(278)
<b>Palmetto Dunes Plantation PUD</b>	
Longboat to Man O War Pipe Cleaning & Inspection	162
<b>Shipyard Plantation PUD</b>	
Ditch Cleaning, Vac-haul, Stabilization	(724)
Cottages Sinkhole & Shipmaster Sinkholes	(4,690)
Trimming Wax Myrtle Overhang Channels/278 Lagoons	4,046
<b>Non-PUD</b>	
County Owned General Maint.	4,763
New Orleans	13,534
Channel Maintenance of Easements	(4,763)
WHP @ Beach City Road Ditch	(180)
Tide Point Easement	(200)
New Orleans-Pipe and Ditch	(15,000)
US 278 Median @ Cental Ave.	(441)
	<hr/> <b>(5,479)</b>
<b>Pump Stations</b>	
Sea Pines Pump Work	6,658
Wexford Generator Permanent Mount	(16,235)
Wexford Pump	12,261
	<hr/> <b>2,684</b>
<b>Total Expenditures</b>	<hr/> <b>\$ (411)</b>

The effect of this amendment will be to increase the Debt Service Fund to \$16,592,071; decrease the General fund to \$33,410,943, Capital Projects Fund to \$27,754,634, and the Enterprise Fund to \$5,113,516.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-20**

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

Section 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**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  
Acting Town Clerk

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

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

APPROVED AS TO FORM:

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

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





## **MEMORANDUM**

**TO:** Town Council

**FROM:** Stephen G. Riley, Town Manager

**VIA:** Susan Simmons, Director of Finance

**DATE:** December 4, 2013, 2013

**RE:** **Second Reading of Proposed Ordinance No. 2013-19**

---

**Recommendation:**

Staff recommends Council approve second reading of Proposed Ordinance No. 2013-19 amending fiscal year 2014 Capital Projects Fund budget.

**There have been no changes since first reading.**

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

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-19**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2014; TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS; AND TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS.**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the budget on June 18, 2013, and

**WHEREAS**, pursuant to the budget amendment policy as stated in the Town's annual budget document, the Town Council is desirous of amending the budget so as to provide for the expenditures and certain other commitments from the Fund Balance and other revenue sources, as well as to correct budget appropriations for certain capital projects in the Capital Projects Fund.

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

Section 1 Amendment. The adopted 2014 fiscal year budget is amended to make the following changes as increases and decreases to the funds from prior years and to the projected revenue and expenditure accounts as follows:

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-19****Capital Projects Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b>Revenues:</b>		
Beach Fees		\$ 170,000
Hospitality Bond		-
Hospitality Taxes		-
TIF Property Taxes		4,272,232
<b>Total Revenues</b>		<b>\$ 4,442,232</b>
<b>Expenditures:</b>		
<b>Beach Maintenance</b>		
Beach Management/Monitoring	Beach Fees	\$ 170,000
		<b>170,000</b>
<b>Park Development</b>		
Rowing & Sailing Center	TIF Property Taxes	300,000
Chaplin Linear Park	TIF Property Taxes	(800,000)
		<b>(500,000)</b>
<b>Existing Facilities/Infrastructure</b>		
Fire Station # 2 Replacement	Hospitality Bond	(275,000)
Fire Station # 6 Replacement	Hospitality Bond	275,000
"	Hospitality Taxes	100,000
		<b>100,000</b>
<b>New Facilities/Infrastructure</b>		
Coligny/Pope Ave. Area Initiative	TIF Property Taxes	(1,850,000)
Office Park/USCB	TIF Property Taxes	4,050,000
		<b>2,200,000</b>
<b>Road Improvements</b>		
F&R Emergency Access Points	Hospitality Taxes	(100,000)
Mathews Connectivity	TIF Property Taxes	50,000
Heritage Plaza Road Extension	TIF Property Taxes	2,522,232
		<b>2,472,232</b>
<b>Total Expenditures</b>		<b>\$ 4,442,232</b>

The effect of this amendment will be to increase the Capital Projects Fund to \$25,233,270. The General Fund at \$35,125,434, Debt Service Fund at \$17,050,403, and Enterprise Fund at \$5,152,835 remain unchanged.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-19**

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

Section 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**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  
Acting Town Clerk

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

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

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:** Susan M. Simmons, CPA, Director of Finance

**DATE:** December 4, 2013

**RE:** **Second Reading of Proposed Ordinance No. 2013-17**

---

**Recommendation:**

Staff recommends that Town Council approve second reading of Proposed Ordinance No. 2013-17 which amends the fiscal year 2014 budget for the encumbrances brought forward from fiscal year 2013.

**There have been no changes since first reading.**

## AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO.

PROPOSED ORDINANCE NO. 2013-17

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2014; TO PROVIDE FOR THE BUDGETED APPROPRIATIONS OF PRIOR YEAR ENCUMBRANCES AND FOR THE EXPENDITURES OF CERTAIN FUNDS; AND TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS.**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the budget on June 18, 2013, and

**WHEREAS**, pursuant to the budget amendment policy as stated in the Town's annual budget document, the Town Council is desirous of amending the budget so as to provide for the budgeted appropriations of prior year encumbrances and certain other commitments from the Fund Balance and other revenue sources.

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

Section 1 Amendment. The adopted 2014 fiscal year budget is amended to make the following changes as additions to the funds from prior years and to the projected revenue and expenditure accounts as follows:

### General Fund

<u>Account Description</u>		<u>Amount</u>
<b>Revenues:</b>		
Funds From Prior Years		\$ 350,727
Hospitality Taxes		10,463
<b>Total Revenues</b>		<b><u>\$ 361,190</u></b>
<b>Expenditures:</b>		
<b>Town Wide - Operating</b>	<b>10000920</b>	
Professional Services	53320	\$ 14,000
Lease Payments	54954	524
<b>Finance/Admin. - Operating</b>	<b>11050520</b>	
Professional Services	53320	5,035
<b>IT Services - Operating</b>	<b>11061520</b>	
Maintenance Contracts	53700	32,300
<b>IT Services - Capital</b>	<b>11061540</b>	
Computer Software > \$50,000	55121	175,485

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-17****General Fund (Cont.)**

<u>Account Description</u>		<u>Amount</u>
<b>Expenditures (Continued):</b>		
<b>Legal/Admin. Support - Operating</b>	<b>11061620</b>	
Record Management	53200	\$ 10,000
<b>PP&amp;F/ Engineering - Operating</b>	<b>11536520</b>	
Closed Loop Traffic Signal Maint.	53180	16,798
Consulting Services Traffic Control	53360	6,600
<b>PP&amp;F/Facilities Mgmt. - Operating</b>	<b>11537020</b>	
Maintenance Contracts	53700	7,525
<b>DRZ - Operating</b>	<b>11585020</b>	
Consulting Services	55350	64,425
<b>F&amp;R/Operating - Operating</b>	<b>12021020</b>	
Professional Services	55320	2,499
<b>F&amp;R Logistics &amp; Maint. - Operating</b>	<b>12023520</b>	
SCBA Repair	54951	2,877
<b>F&amp;R Support Services - Operating</b>	<b>12029520</b>	
Maintenance Contracts	53700	2,400
<b>F&amp;R Support Services - Capital</b>	<b>12029540</b>	
Specialized Equipment	55120	Hospitality Taxes 10,463
<b>BCSO - Operating</b>	<b>12098020</b>	
Office Supplies	54710	1,420
<b>BCSO - Capital</b>	<b>12098040</b>	
Specialized Equipment	55120	3,777
Vehicles	55160	5,062
<b>Total Expenditures</b>		<b>\$ 361,190</b>

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-17****Capital Projects Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b>Revenues:</b>		
2013A GO Bond		\$ 496,820
2014 GO Bond		2,250,000
Beach Fees		728,837
Hospitality Bond		3,585,903
Hospitality Taxes		11,318
Property Taxes		10,182
TIF Property Taxes		145,023
Traffic Impact Fees		122,761
<b>Total Revenues</b>		<b><u>\$ 7,350,844</u></b>
<b>Expenditures:</b>		
<b>Beach Maintenance</b>		
Beach Management & Monitoring	Beach Fees	\$ 86,443
Shoreline Management Plan	Beach Fees	16,616
Beach Renourishment FY16	Beach Fees	509,443
Beach Renourishment Ocean Point	Beach Fees	116,335
		<b><u>728,837</u></b>
<b>Existing Facilities/Infrastructure</b>		
Fire Station 6 Replacement	Hospitality Bond	3,138,774
Apparatus & Vehicle Replacement	Hospitality Taxes	11,318
		<b><u>3,150,092</u></b>
<b>Park Development</b>		
Recreation Center Enhancements	Hospitality Bond	174,893
Rowing & Sailing Center	TIF Property Taxes	38,564
Chaplin Linear Park	TIF Property Taxes	85,686
		<b><u>299,143</u></b>
<b>New Facilities/Infrastructure</b>		
Sewer Service Projects	2013A GO Bond	496,820
Coligny/Pope Avenue Area Initiative	TIF Property Taxes	14,791
		<b><u>511,611</u></b>
<b>Pathways</b>		
Pathway Rehabilitation	Property Taxes	685
US 278 (Wexford Circle to Fresh Market Shoppes)	Hospitality Bond	20,874
Leg O'Mutton	Hospitality Bond	30,534
Pembroke Drive	Hospitality Bond	1,882
Gardner Drive	Hospitality Bond	52
"	Traffic Impact Fees	1,670
		<b><u>55,697</u></b>



**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-17****Capital Projects Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>Road Improvements</b>		
Directional/Neighborhood Signage	Hospitality Bond	\$ 95,748
Mathews Dr./Chaplin Area Connectivity	TIF Property Taxes	5,982
Leamington/Fresh Market/US 278	Hospitality Bond	28,539
Pedestrian Crosswalks	Hospitality Bond	12,342
Roadway Safety Improvements	Property Taxes	9,497
Intersection Improvements	Hospitality Bond	82,265
Lemoyne Ave.	Traffic Impact Fees	121,091
		<b>355,464</b>
<b>Land</b>		
Shelter Cove Park	2014 GO Bond	2,250,000
		<b>2,250,000</b>
<b>Total Expenditures</b>		<b>\$ 7,350,844</b>

**SWU Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Revenues:</i></b>		
Stormwater Utility Fees		\$ 1,289,753
<b>Total Revenues</b>		<b>\$ 1,289,753</b>
<b><i>Expenditures:</i></b>		
<b>Operating</b>		
Public Education	Stormwater Utility Fees	\$ 19,955
Mapping Update	Stormwater Utility Fees	88,470
Water Quality Monitoring	Stormwater Utility Fees	20,002
		<b>128,427</b>

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-17****SWU Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>Infrastructure Upgrades &amp; Improvements</b>		
Wiler's Creek Stabilization	Stormwater Utility Fees	1,631
Port Royal Plantation Culvert Upgrade	Stormwater Utility Fees	948
Tennismaster	Stormwater Utility Fees	15,108
Gumtree Road South Outfall	Stormwater Utility Fees	5,167
Myrtle and Hickory Lanes	Stormwater Utility Fees	504,066
Executive Park	Stormwater Utility Fees	28,183
Fish Haul Culverts	Stormwater Utility Fees	474
		<b>555,577</b>
<b>Inventory &amp; Modeling</b>		
Hilton Head Plantation	Stormwater Utility Fees	\$ 180,910
Port Royal Plantation	Stormwater Utility Fees	110,078
Broad Creek/Shelter Cove	Stormwater Utility Fees	10,642
Unaffiliated Watersheds	Stormwater Utility Fees	12,903
		<b>314,533</b>
<b>Drainage Maintenance and Repairs</b>		
<i>Shipyard</i>		
Shipyard Dr Outfall to Port O Call	Stormwater Utility Fees	7,505
		<b>7,505</b>
<b>Pump Stations</b>		
Pump Station Maintenance	Stormwater Utility Fees	3,965
Sea Pines Pump Work	Stormwater Utility Fees	83
Wexford Pump Work	Stormwater Utility Fees	273,322
Wexford Generator Permanent Mount	Stormwater Utility Fees	6,341
		<b>283,711</b>
<b>Total Expenditures</b>		<b><u>\$ 1,289,753</u></b>

The effect of this amendment will be to increase the General Fund to \$34,690,959, Capital Projects Fund to \$18,386,244, and Enterprise Fund to \$4,708,508. The Debt Service Fund remains unchanged at \$17,050,403.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-17**

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

Section 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**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  
Acting Town Clerk

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

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:** Susan M. Simmons, CPA, Director of Finance

**DATE:** December 4, 2013

**RE:** **Second Reading of Proposed Ordinance No. 2013-18**

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**Recommendation:**

Staff recommends that Town Council approve second reading of Proposed Ordinance No. 2013-18 which amends the fiscal year 2014 budget for the requested roll-forwards from fiscal year 2013.

**There have been no changes since first reading.**

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

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-18**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2014; TO PROVIDE FOR THE BUDGETED APPROPRIATIONS OF PRIOR YEAR BUDGET ROLL-FORWARDS AND THE EXPENDITURES OF CERTAIN FUNDS; AND TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS.**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the budget on June 18, 2013, and

**WHEREAS**, pursuant to the budget amendment policy as stated in the Town's annual budget document, the Town Council is desirous of amending the budget so as to provide for the budgeted appropriations of prior year budget roll-forwards and certain other commitments from the Fund Balance and other revenue sources.

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

Section 1 Amendment. The adopted 2014 fiscal year budget is amended to make the following changes as additions to the funds from prior years and to the projected revenue and expenditure accounts as follows:

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-18****General Fund****Account Description****Amount****Revenues:**

Beach Fees			\$	16,581
Funds From Prior Years				331,591
Hospitality Taxes				45,000
Sunday Liquor Permit Fees				41,303
<b>Total Revenues</b>			<b>\$</b>	<b>434,475</b>

**Expenditures:****Townwide Grants 10000950**

Island Recreation Center-Capital	56030	Sun. Liq. Permit Fees	\$	41,303	*
Event Mgmt & Hosp. Training	56052			15,133	

**Municipal Court Operating 11061220**

Consulting Services	53350			5,000	
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**IT Services Operating 11061520**

Computer Software <\$50,000	54400			9,000	
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**IT Services Capital 11061540**

Computer Software = or >\$50,000	55121			153,000	
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**PP&F/Facilities Mgmt. - Operating 11537020**

Beach Park Maintenance	53175	Beach Fees		16,581	*
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**DRZ Operating 11585020**

Consulting Services	53350			122,889	
Printing & Publishing	53410			26,569	

**F&R Support Services - Capital 12029540**

Specialized Equipment	55120	Hospitality Taxes		45,000	*
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<b>Total Expenditures</b>			<b>\$</b>	<b>434,475</b>	
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**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-18****Capital Projects Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b>Revenues:</b>		
2013A GO Bond		\$ 832,417
2014A GO Bond		250,000
Hospitality Bond		417,451
Hospitality Taxes		420,663
Lease		136,000
Property Taxes		138,318
TIF Property Taxes		19,945
Traffic Impact Fees		190,000
<b>Total Revenues</b>		<b><u>\$ 2,404,794</u></b>
<b>Expenditures:</b>		
<b>Existing Facilities/Infrastructure</b>		
Town Hall Renovations	Hospitality Taxes	\$ 240,659
Fire Station 6 Replacement	Hospitality Bond	139,432
		<b><u>380,091</u></b>
<b>Park Development</b>		
Recreation Center Enhancements	Hospitality Bond	40,433
Chaplin Linear Park	TIF Property Taxes	19,945
		<b><u>60,378</u></b>
<b>New Facilities/Infrastructure</b>		
BCSO-Shelter Cove	2013A GO Bond	22,924
"	Hospitality Bond	20,000
"	Lease	136,000
Sewer Service Projects	2013A GO Bond	700,993
		<b><u>879,917</u></b>
<b>Pathways</b>		
Pathway Rehabilitation	Property Taxes	2,500
Pembroke Drive	Hospitality Bond	12,202
"	Traffic Impact Fees	27,000
Gardner Drive	Traffic Impact Fees	23,326
Honey Horn Access Improvements	Hospitality Taxes	180,004
"	Property Taxes	49,817
US 278 (Fresh Market Shoppes to Shelter Cove)	Hospitality Bond	64,329
"	Traffic Impact Fees	79,674
US 278 (Shelter Cove to Mathews North)	Hospitality Bond	32,200
"	Traffic Impact Fees	60,000
		<b><u>531,052</u></b>

**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-18****Capital Projects Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>Road Improvements</b>		
Traffic Signal Mast Arms	Hospitality Bond	\$ 108,855
Roadway Safety Improvements	Property Taxes	5,000
Private (Dirt) Road Acquisition	Property Taxes	81,001
		<b>194,856</b>
<b>Land Acquisition</b>		
Land Acquisition	2014A GO Bond	250,000
		<b>250,000</b>
<b>Other Financing Sources (Uses)</b>		
Cost of Issuance	2013A GO Bond	108,500
		<b>108,500</b>
<b>Total Expenditures</b>		<b>\$ 2,404,794</b>

**SWU Fund**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Revenues:</i></b>		
Stormwater Utility Fees		\$ 444,327
<b>Total Revenues</b>		<b>\$ 444,327</b>
<b><i>Expenditures:</i></b>		
<b>Infrastructure Upgrades &amp; Improvements</b>		
Tennismaster	Stormwater Utility Fees	\$ 15,941
Jarvis Bypass Channel	Stormwater Utility Fees	28,000
Myrtle and Hickory Lanes	Stormwater Utility Fees	43,916
Executive Park	Stormwater Utility Fees	638
Fish Haul Culverts	Stormwater Utility Fees	2,000
Folly Field	Stormwater Utility Fees	13,765
		<b>104,260</b>



**ORDINANCE NO.****PROPOSED ORDINANCE NO. 2013-18****SWU Fund (Cont.)**

<b><u>Account Description</u></b>	<b><u>Source of Funds</u></b>	<b><u>Amount</u></b>
<b><i>Expenditures (Continued):</i></b>		
<b>Drainage Maintenance and Repairs</b>		
<i>Hilton Head Plantation</i>		
HHP-Maint.	Stormwater Utility Fees	\$ 15,870
Sweetwater	Stormwater Utility Fees	25,000
<i>Indigo Run Plantation</i>		
Long Reach Hoe Work	Stormwater Utility Fees	20,000
<i>Palmetto Dunes Plantation</i>		
PD-Maint.	Stormwater Utility Fees	15,073
<i>Palmetto Hall Plantation</i>		
PH-Maint.	Stormwater Utility Fees	2,840
<i>Port Royal Plantation</i>		
PR-Maint.	Stormwater Utility Fees	29,957
<i>Shipyard Plantation</i>		
Hamilton/Sands Long Reach Hoe Work	Stormwater Utility Fees	14,900
Shipyard Dr Outfall to Port O Call	Stormwater Utility Fees	15,495
<i>Sea Pines Plantation</i>		
SP-Maint.	Stormwater Utility Fees	639
Greenwood Dr. Ditch	Stormwater Utility Fees	60,000
<i>Wexford Plantation</i>		
Wexford Ditch Work/Powerline Easement	Stormwater Utility Fees	30,000
<i>Non-PUD</i>		
Channel Maint.	Stormwater Utility Fees	20,237
Non-PUD Maint.	Stormwater Utility Fees	11,886
Sea Cloisters	Stormwater Utility Fees	3,152
Northridge-Long Reach Hoe Work	Stormwater Utility Fees	25,000
State Misc.	Stormwater Utility Fees	2,360
Cordillow Pkwy. Channel Work	Stormwater Utility Fees	20,000
		<b>312,409</b>
<b>Pump Stations</b>		
Pump Station Maintenance	Stormwater Utility Fees	14,132
Shipyard Pump Work	Stormwater Utility Fees	3,411
Wexford Generator Permanent Mount	Stormwater Utility Fees	10,115
		<b>27,658</b>
<b>Total Expenditures</b>		<b>\$ 444,327</b>

The effect of this amendment will be to increase the General Fund to \$35,125,434, Capital Projects Fund to \$20,791,038, and Enterprise Fund to \$5,153,835. The Debt Service Fund remains unchanged at \$17,050,403.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2013-18**

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

Section 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**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  
Acting Town Clerk

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

APPROVED AS TO FORM:

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

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



## **MEMORANDUM**

**TO:** Stephen G. Riley, ICMA-CM, Town Manager

**FROM:** Jennifer Lyle, PE, Assistant Town Engineer

**VIA:** Scott Liggett, PE, Director of Public Projects and Facilities / Chief Engineer  
Jeff Buckalew, PE, Town Engineer  
Mitchell Thoreson, Alford Law Firm

**DATE:** December 5, 2013

**RE:** Proposed Ordinance 2013-27 Land Transfer with Hargray to facilitate Capital Roadway Improvement Project at US 278 and Leamington

---

No changes were made to Proposed Ordinance 2013-27 as a result of the First Reading held on December 3, 2013.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND , SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE AND SALE; THE EXECUTION OF A DEED FOR THE SALE OF 0.24 ACRES OF REAL PROPERTY LOCATED NEAR WILLIAM HILTON PARKWAY AND THE FRESH MARKET SHOPPES TO HCP ACQUISITION, LLC, IN EXCHANGE FOR 0.50 ACRES OF REAL PROPERTY LOCATED NEAR WILLIAM HILTON PARKWAY AND THE FRESH MARKET SHOPPES FROM HCP ACQUISITION, LLC; AND THE GRANTING OF AN ACCESS EASEMENT TO HCP ACQUISITION, LLC, 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 (the “Town”) owns a parcel of real property known as R550-011-000-0326-0000 (the “Town Property”), which is located near William Hilton Parkway and the Fresh Market Shoppes, Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, HCP Acquisition, LLC (hereinafter “HCP”) owns a parcel of real property known as R550-011-000-138B-0000 (the “Hargray Property”), which is located adjacent to the Town Property; and,

WHEREAS, 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”), the Town has agreed to sell to HCP a portion of the Town Property consisting of approximately 0.24 acres, which portion may be combined with other property owned by HCP known as R550-011-000-0153-0000; and,

WHEREAS, also in accordance with the terms and conditions of the Contract, the Town has agreed to the above sale of property in exchange for HCP conveying title to a portion of the Hargray Property consisting of approximately 0.50 acres, which portion may be combined with the Town Property; and,

WHEREAS, also in accordance with the terms and conditions of the Contract, the Town has agreed to grant an Access Easement to HCP over the 0.50 acre portion of property to be conveyed to the Town; 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 and Performance of Contract.

- (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 HCP Acquisition, LLC in exchange for the conveyance of real property owned by HCP Acquisition, LLC to the Town; 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 Access Easement, 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 \_\_\_\_\_, 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:\_\_\_\_\_



## **TOWN OF HILTON HEAD ISLAND**

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### *Community Development Department*

**TO:** Stephen G. Riley, ICMA~CM, *Town Manager*  
**VIA:** Teri Lewis, AICP, *LMO Official*  
**CC:** Charles Cousins, AICP, *Director of Community Development*  
**FROM:** Anne Cyran, AICP, *Senior Planner*  
**DATE** December 5, 2013  
**SUBJECT:** Proposed Ordinance No. 2013-24, Auto Sales Standards

---

Town Council made no changes to Proposed Ordinance No. 2013-24 as a result of the first reading on December 3, 2013.

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

**ORDINANCE NO.:**

**PROPOSED ORDINANCE NO.: 2013-24**

**AN ORDINANCE TO AMEND TITLE 16 OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THE LAND MANAGEMENT ORDINANCE, CHAPTER 4, ARTICLE XIII. THIS AMENDMENT, COMMONLY REFERRED TO AS THE *LMO AMENDMENT TO AMEND AUTO SALES STANDARDS*, AS NOTICED IN THE ISLAND PACKET ON AUGUST 11, 2013, INCLUDES A REVISION TO CHAPTER 4, ARTICLE XIII, SECTION V, AUTO SALES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on July 21, 1998, the Town Council did amend Title 16 of the Municipal Code of the Town of Hilton Head Island by enacting a revised Land Management Ordinance (LMO); and

**WHEREAS**, the proposed amendments are supported by Town Council's Policy Agenda for 2011 which lists Amending the LMO to Foster Greater Flexibility, Simplicity and Revitalization as a Top Priority; and

**WHEREAS**, the Land Management Ordinance Committee held a public meeting on September 9, 2013 to discuss the proposed amendment and voted 2-1 to forward the proposed amendment to the Planning Commission with a recommendation of approval; and

**WHEREAS**, the Planning Commission held a public hearing on November 6, 2013 and voted 8-0 to recommend that Town Council approve the proposed amendment with the condition that sites with auto sales not be located within 200 feet of an existing residential use; and

**WHEREAS**, the Planning and Development Standards Committee met on November 6, 2013 and voted 3-0 to recommend that Town Council approve the proposed amendment as recommended by staff; and

**WHEREAS**, Town Council now finds that, upon further review, it is in the public interest to approve the attached revision to Chapter 4 of the Land Management Ordinance.

**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:**

**Section 1. Amendment.** That the Land Management Ordinance of the Town of Hilton Head Island, South Carolina, be, and the same hereby is, amended to read as indicated on the attached pages.

**NOTE:** New text is indicated by a double underline and deleted text is indicated by a ~~strike-through~~.

**Section 2. Severability.** If any sections, 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 attest the validity of the remaining portions thereof.



**Section 3. Effective Date.** This Ordinance shall be effective upon its adoption by the Town Council for 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**

**Public Hearing:** November 6, 2013

**First Reading:** December 3, 2013

**Second Reading:**

**Approved as to form:**

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

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

**Staff Explanation**

Staff recommends amending LMO Section 16-4-1305, Auto Sales, by removing the standard that sites where vehicles are sold cannot be located within 1,500 feet of an existing residential use. This amendment will allow new development and redevelopment of sites in the CC and IL Zoning Districts for a relatively benign retail use.

LMO Section 16-4-1204, Use Table, limits auto sales to parcels in the Commercial Center (CC) and Light Industrial (IL) Zoning Districts. The other standards for auto sales in LMO Section 16-4-1305 require that sites where vehicles are sold must have direct access to a major or minor arterial and cannot be located within 1,500 feet of an existing auto sales use, which limit the number of sites that meet these standards. The removal of the distance requirement will have a negligible effect on the few residential uses along major and minor arterials that abut parcels in the CC and IL Zoning Districts.

The perceived negative impacts of auto sales are the outdoor storage of merchandise and advertising. The LMO restrictions on site design reduce the visibility of outdoor storage areas, and the LMO restrictions on signs strictly limit outdoor advertising. These restrictions will minimize the negative externalities of auto sales uses.

**Sec. 16-4-1305. – Auto Sales**

Auto sales are permitted subject to the following standards.

- A. No auto sales site shall exceed 7 acres in size.
- B. The site shall have direct access to a major or minor arterial, as defined in Sec. 16-5-503.
- ~~C. The site is not located within 1,500 feet of an existing residential use.~~
- D. The site is not located within 1,500 feet of an existing auto sales site.

## MEMORANDUM

TO: Town Council

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

VIA: Gregory M. Alford, Alford Law Firm

DATE: December 6, 2013

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

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**Recommendation:** Town staff recommends the approval of a revised first reading of Proposed Ordinance 2013-23, incorporating a Residential Waste Collection Franchise Mutual Termination Agreement (“Termination Agreement”) as relates to Republic Services for the purpose of terminating the franchise agreement with, and franchise grant to, Republic Services. Specifically, Town staff recommends the approval and execution of the attached Termination Agreement and Proposed Ordinance 2013-23.

**Summary:**

Proposed Ordinance 2013-23 contains two (2) changes to Town Municipal Code Section 10-5-90, namely (1) correcting the name of the franchisee to the name actually used in the original franchise agreement and Termination Agreement, and (2) acknowledging and incorporating the Termination Agreement into Town Code Section 10-5-90, which section grants the franchise to Republic Services.

The Termination Agreement provides for the following:

- 1) Section I – Terminating franchise waste and recycling collection services by Republic Services completely on March 31, 2014, and acknowledging the continued effectiveness beyond the termination date of agreements between Republic Services and its customers which are not subject to the original franchise agreement;
- 2) Section II – Terminating Republic Services’ obligations concerning the franchise fee on March 31, 2014;
- 3) Section III – On April 1, 2014, transferring ownership to the Town of all recycling collection carts distributed by Republic Services pursuant to the original franchise agreement;
- 4) Section III – From April 1, 2014 through April 30, 2014, obligating Republic Services to collect all waste collection carts which it distributed pursuant to the original franchise agreement;
- 5) Section IV – Obligating Republic Services to notify all customers of the Termination Agreement within fourteen (14) days after the effective date of the Termination Agreement; and

- 6) Section V – Releasing the performance bond set forth in the original franchise agreement upon the later of March 31, 2014 or the date upon which all waste collection carts are collected by Republic Services, but not later than June 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

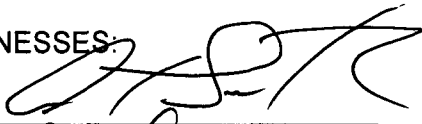
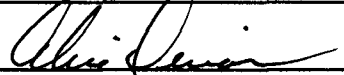
resolution process shall be considered as one alternative to the Town invoking other available remedies. Nothing in this section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the Town or the Franchisee at any time to use any and all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

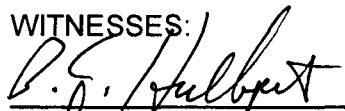
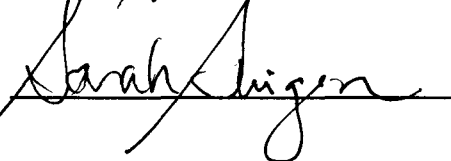
By:



Its:

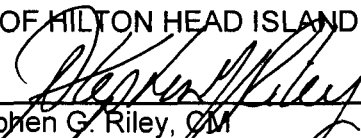
General Manager

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

**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 7th day of January, 2014 (“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.

- A. The 2010 Agreement and waste hauling and recycling collection franchise shall terminate on March 31, 2014 subject to the terms and conditions set forth herein.
- B. When the 2010 Agreement and franchise terminate on March 31, 2014 pursuant to Section I.A., all customer service agreements between Franchisee and its customers (or representatives of its customers) that apply to units subject to the 2010 Agreement and franchise (cart-based units within Town limits) also shall terminate. The parties acknowledge that Franchisee maintains agreements with customers within Town limits for services not subject to the 2010 Agreement and franchise. Those agreements shall not be affected by this Termination Agreement.

## II. FRANCHISE FEE.

- A. The Franchise Fee set forth in Section V.A. of the 2010 Agreement shall terminate on March 31, 2014.

### III. COLLECTION CARTS PROVIDED BY FRANCHISEE.

- A. Ownership Recycling Collection Carts – As of April 1, 2014, ownership of all recycling collection carts that Franchisee has distributed to its customers (owners and residents within the Town including 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 – After the 2010 Agreement and franchise terminate pursuant to Section I.A. of this Termination Agreement on March 31, 2014, Franchisee shall, within thirty (30) days, collect all Waste Collection Carts it distributed to its customers (owners and residents within the Town including Town Facilities) pursuant to the 2010 Agreement.

### IV. NOTICE.

- A. Franchisee shall notify all customers 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.

### V. 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 March 31, 2014 or the date upon which all Waste Collection Carts are collected by Franchisee in accordance with Section III.B. of this Termination Agreement (but in any event, the performance bond will be released no later than June 30, 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 V, including, without limitation, the execution of a letter of release or such other documentation as may reasonably be requested by the applicable surety company.

### VI. 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 March 31, 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: December 6, 2013

SUBJ: Proposed Ordinance 2013-25

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**Recommendation:** Town staff recommends the approval of a revised first reading of Proposed Ordinance 2013-25. This proposed Ordinance reflects changes to the waste hauling and recycling collection market in the Town, particularly as relates to Proposed Ordinance 2013-23 and its attendant Residential Waste Collection Franchise Mutual Termination Agreement, which terminates the franchise agreement with Republic Services.

**Summary:** Proposed Ordinance 2013-25 amends several portions of Chapter 6 of Title 9 of the Town's Municipal Code. A brief walkthrough of the proposed Ordinance is as follows.

### Section 9-6-10

Several changes are proposed to this section. First, language has been added to clarify the definition of "multifamily" and note that dumpster-based multifamily units are treated as commercial units. Second, language has been added to clarify the exclusion of hazardous materials from collectible waste/recyclables. Finally, language has been deleted which relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

### Section 9-6-20

This section has been deleted as it relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

### Section 9-6-30

This section has been deleted as it relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

### Section 9-6-40

Several changes are proposed to this section. First, the section has been renumbered as Section 9-6-20. Second, language has been added to clarify that all waste haulers may provide waste and recycling collection services to all residential and commercial units. Third, language has been added requiring all waste haulers to provide single-stream



recycling services to all residential dwellings which they service, excluding dumpster-based multifamily units. This recycling service must be offered at least one (1) time per week and must be included in the base price for collection services. Any failure of a waste hauler to comply with this section may result in the suspension or revocation of that hauler's business license. Finally, language has been deleted which relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

#### Section 9-6-50

The only change proposed to this section is renumbering as Section 9-6-30.

#### Section 9-6-60

Several changes are proposed to this section. First, the section has been renumbered as Section 9-6-40. Second, language has been added to clarify that waste haulers shall make available recycling receptacles sufficient to serve each residential dwelling that they service, excluding dumpster-based multifamily units. Finally, language has been deleted which relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

#### Section 9-6-70

Several changes are proposed to this section. First, the section has been renumbered as Section 9-6-50. Second, language has been added to clarify that residents in the Town must keep their waste/recycling in recycling carts, refuse carts, or bulk containers in expected locations so as not to allow for garbage or other waste to be strewn about their property and to maintain the general health, safety and welfare of the Town. Finally, language has been deleted which relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

#### Section 9-6-80

This section has been deleted as it relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

#### Section 9-6-90

This section has been deleted as it relates to a franchisee performing waste/recycling collection services, or otherwise detracts from a free market environment for waste hauling and recycling collection.

#### Section 9-6-100

The only change proposed to this section is renumbering as Section 9-6-60.

**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); 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 (Collection of Solid Waste and Recycling) of Title 9 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~~30~~**30**, 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, **excluding Hazardous Materials.**

*Recycling:* ~~Any~~ **A Single-Stream** 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, **and excluding Hazardous Waste.**

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

*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~~30~~**30** 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, **Hazardous Materials and/or** 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 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 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. 9-6-30. Franchise agreement.~~

~~— Upon award by town council, a franchise shall not become effective until the franchise collector has executed a written franchise agreement consistent with the terms of the bid specifications, or such terms as are approved by the town manager.~~

Sec. 9-6-40~~20~~. Solid waste and recycling collection service.

(a) ~~The town's franchise solid waste and recycling collector~~ Waste haulers will **may** provide waste and recycling collection service to all ~~cart-based single family and multifamily residential dwellings~~ **and commercial establishments**.

(b) Waste haulers shall ~~offer~~ **provide** a reasonable voluntary **single-stream** recycling collection service to all ~~commercial establishments~~ **residential dwellings which they service (excluding dumpster-based multifamily dwellings), and such recycling service shall be offered at a minimum one (1) time per week and shall be included in the base price for collection services 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 residential dwelling(s) (excluding dumpster-based multifamily dwellings), by any failure by a waste hauler to offer such recycling service at a minimum of one (1) time per week, or any failure by a waste hauler to include such recycling service in its base price, may result in the suspension and/or revocation of any such waste hauler's business license in accordance with Town Municipal Code Section 10-1-10, et al.**

~~(b)~~**(c)** 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)~~**(d)** 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 and the percent using the hauler's recycling service;
- (3) Number of commercial solid waste customers and the percent that are using the hauler's recycling service; and
- (4) Tonnage of recycling from residential customers and tonnage of recycling from commercial customers.

Sec. 9-6-50**30**. Recyclable materials.

A waste hauler recycling collection service, at a minimum, will offer pickup of the following recyclable materials clean of food and contamination:

- (1) 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;
- (2) All closed-mouth plastic bottles, #1 through #7 household plastics (no Styrofoam);
- (3) Glass containers of any color;
- (4) Milk/juice cartons and aseptic containers;

- (5) Aluminum cans, other aluminum, aluminum foil, steel cans, tin cans, aerosol cans, and other small household scrap metal.

Sec. 9-6-60~~40~~40. 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~~30~~30 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~~30~~30 shall be collected in a manner compliant with a single-stream method.
- (d) For improperly set-out recyclables, ~~the franchise collector~~ **waste haulers** 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~~ **Waste haulers** will shall make available provide a recycling receptacle(s) sufficient to serve each ~~single-family residence or cart-based multifamily dwelling unit~~ **residential dwelling which they service (excluding dumpster-based multifamily dwellings)**. The town shall retain ownership of all ~~its~~ **of the Town's** 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 the town's franchise collector will be transported to a town-designated recycling processing location.~~

Sec. 9-6-70~~50~~50. Receptacle requirements; placement of receptacles in service yard areas **Receptacles Generally.**

- (a) ~~Receptacles generally.~~ Every person producing or having refuse or recyclable materials collected by ~~the franchise collector~~ **a waste hauler** shall keep, on the premises or property occupied or used by him **or her**, recycling carts, **refuse carts**, or bulk containers ~~as specified in this article [chapter]~~, in locations accessible using normal collection methods, to handle accumulations of refuse and recyclable materials on the premises or property in the interval between collections by ~~the franchise collector~~ **a waste hauler**.
- (b) ~~Placement in service yard area.~~ Refuse and recyclables containers are to be placed in the service yard area no later than 7:00 a.m. on the day of the collection.
- (c) ~~Refuse carts.~~ A refuse cart(s) may be rented from the franchise collector or properties may provide their own suitable refuse cart. Rented carts remain the property of the franchise collector for use of the residences to which they are issued. Residents who

~~damage carts issued to them must pay for repairing the carts or purchasing replacement carts from the franchise collector. Carts that are damaged through normal use as a result of being emptied by franchise collector will be repaired or replaced at the franchise collector's expense. Collection may be suspended at any location at which a cart is missing or at which a cart is damaged to such an extent as to interfere with normal collection methods.~~

- ~~(d) Recyclables containers. A recyclables container shall be issued by the franchise collector to each requesting household which desires to use the franchise collector for the collection of recyclables. The recyclables container(s) shall remain the property of the town for use of the household to which they are issued. Residents who damage or lose the recyclables container(s) issue to them must pay for purchasing a replacement recyclables container(s) from the franchise collector. Recyclables containers that are damaged through normal use as a result of being emptied by franchise collector will be replaced at the franchise collector's expense.~~

~~Sec. 9-6-80. Placement of waste in receptacles.~~

~~Garbage and rubbish must be placed in refuse carts or bulk containers as specified in this chapter. Recyclable materials, in order to be recycled, must be placed in recyclable container(s). Glass and plastic shall have all lids removed prior to being placed in the recyclables container(s). Other material resulting from normal household use should be placed in refuse carts, provided the total weight of the filled receptacle shall not exceed 200 pounds.~~

~~Sec. 9-6-90. Materials not to be placed in receptacles.~~

- ~~(a) Bulky waste. Appliances, furniture, bedding and other bulky items resulting from normal household use shall be subject to special collection upon call to the franchise collector and scheduling a pickup time for a fee approved in the franchise agreement. These items shall be placed at the service yard area only on the day agreed to for pickup.~~
- ~~(b) Tree trimmings and organic yard waste. Shrubbery trimmings, tree trimmings, grass clippings, leaves and other outdoor vegetation shall be kept separate from all other garbage rubbish or other household materials. Residents will be responsible for disposing of this waste separately at approved locations.~~
- ~~(c) Hazardous waste. This collection service does not include collection of waste deemed as hazardous, as established by this chapter, or state or federal regulations.~~

~~Sec. 9-6-100~~**60**. Enforcement generally; penalty; citations.

It shall be the duty of the town manager, with the assistance of such other persons or code enforcement officials as the town manager may direct, to see that the provisions of this chapter are enforced except where otherwise specifically provided for by ordinance. Individuals violating the provisions of this chapter are guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5-10. The code enforcement officials, or such other personnel as

the town manager may direct shall issue citations to individuals violating the provisions of this chapter.

**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 April 1, 2014.

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



## MEMORANDUM

TO: Town Council

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

VIA: Gregory M. Alford, Alford Law Firm

DATE: December 6, 2013

SUBJ: Proposed Ordinance 2013-28

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**Recommendation:** Town staff recommends the approval of a first reading of Proposed Ordinance 2013-28. This proposed Ordinance reflects changes to the waste hauling and recycling collection market in the Town, particularly as relates to Proposed Ordinance 2013-23 and its attendant Residential Waste Collection Franchise Mutual Termination Agreement, which terminates the franchise agreement with Republic Services, as well as Proposed Ordinance 2013-25.

**Summary:** Proposed Ordinance 2013-28 deletes Section 10-5-90 of the Town's Municipal Code. This Section acknowledges the original franchise agreement with Republic Services, and grants the franchise itself. If the Termination Agreement in connection with Proposed Ordinance 2013-23 is approved and executed, this Proposed Ordinance 2013-28 is necessary in order to delete the franchise acknowledgement and grant to Republic Services as located in Section 10-5-90 of the Town Code.

**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 DELETING 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 terminate the non-exclusive 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:**

**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 of the Municipal Code of the Town of Hilton Head Island, South Carolina is deleted in its entirety.**

**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 April 1, 2014.

*(SIGNATURE PAGE FOLLOWS)*

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



## **MEMORANDUM**

**TO:** Stephen G. Riley, ICMA-CM, Town Manager

**FROM:** Bryan McIlwee, PE, Assistant Town Engineer / Storm Water Manager

**VIA:** Scott Liggett, PE, Director of Public Projects and Facilities / Chief Engineer  
Jeff Buckalew, PE, Town Engineer

**DATE:** December 5, 2013

**SUBJECT:** Amended Storm Water Agreements and Easements with Hilton Head Plantation

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### **Recommendation:**

Staff recommends the Town amend the storm water maintenance and access agreement with Hilton Head Plantation Property Owners Association, Inc. ("HHPOA") to include the addition of storm drainage easements that qualify for public service, are privately owned, and lie within the limits of the Planned Unit Developments (PUD) or Property Owners Association (POA) which shares a storm drainage maintenance and access agreement with the Town.

### **Summary:**

The amendment to the storm water maintenance and access agreement reflects the addition of storm drainage easements from the Rookery Owners Association, Inc., Cypress of Hilton Head Island Assoc. Ltd., Bear Creek Golf Club, Inc. and Dolphin Head Golf Club which lie within the boundaries of Hilton Head Plantation. HHPOA and the Sub-POA's have executed drainage easement agreements which convey and dedicate the access and maintenance rights of the Sub-POA to HHPOA. The exhibit delineating the areas of the Town's responsibility has been updated to reflect these additional easements. The Town will use storm water utility fee revenues to provide maintenance and

improvements on those systems in accordance with the master agreement with Hilton Head Plantation.

**Background:**

After the creation of the Storm Water Utility, the Town offered to accept the maintenance responsibility of the storm water systems located within Planned Unit Developments. The Town has entered into agreements for access and drainage maintenance with Hilton Head Plantation, among others.

Unbeknownst to the Town prior to the execution of the maintenance and access agreements, there exist storm drainage infrastructure systems that lie within property or easements where the PUD has no rights to maintain this infrastructure. Some smaller developments within the PUD have their own POA (Sub-POA) and have approached the Town wishing to dedicate maintenance of their drainage infrastructure. While the master PUD / POA may not hold sovereignty over these Sub-POA regimes with respect to storm drainage access and maintenance rights, staff believes it is most prudent for these Sub-POA to dedicate such rights to the master PUD / POA with which the Town has an agreement. This will allow staff and the PUD / POA to better manage the maintenance of these systems by funneling all easement and work request through the PUD / POA and allowing the Town to deal directly with a single entity per PUD area.

On November 8, 2012, Town Council approved a policy for the acquisition of these storm drainage easements that qualify for public service, are privately owned, and lie within the limits of a Planned Unit Development or Property Owners Association that shares a storm drainage maintenance and access agreement with the Town.

While this will increase the extents of the Town's responsibilities regarding storm water maintenance, no increase to the storm water utility fee is being recommended.

**Attachments:**

- HHPPOA First Amendment to Amended and Restated Drainage Agreement
- HHPPOA Amendment to Modification of Access, Drainage and Maintenance Easement and Partial Assignment
- HHPPOA Revised Drainage Easement Exhibit (area of responsibility)

2013-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AMENDED AND RESTATED DRAINAGE AGREEMENT AND A FIRST AMENDMENT TO MODIFICATION OF ACCESS, DRAINAGE AND MAINTENANCE EASEMENT AND PARTIAL ASSIGNMENT WITH HILTON HEAD PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, on July 23, 2013, the Town and Hilton Head Plantation Property Owners Association, Inc. (“HHPPOA”) entered into an “Amended and Restated Drainage Agreement” and “Modification of Access, Drainage and Maintenance Easement and Partial Assignment” (hereinafter collectively referred to as “the Drainage Agreement and Easement”) relating to certain real property of HHPPOA which, among other things, set forth the obligations of the parties relating to the performance of maintenance and related actions to the Drainage System located within Hilton Head Plantation, and to grant the necessary easement(s) in connection therewith to the Town; and,

WHEREAS, the Town and HHPPOA now wish to amend the Drainage Agreement and Easement for the purpose of incorporating additional property into, and as covered by, the Drainage Agreement and Easement; and,

WHEREAS, in order to amend the Drainage Agreement and Easement, it is necessary for the Town and HHPPOA to execute a “First Amendment to Amended and Restated Drainage Agreement” and a “First Amendment to Modification of Access, Drainage and Maintenance Easement and Partial Assignment”, copies of which are attached hereto as Exhibit “A”; and

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the citizens and visitors of the Town of Hilton Head Island to undertake the actions stated above.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:**

1. The Mayor and/or Town Manager are hereby authorized to execute and deliver a First Amendment to Amended and Restated Drainage Agreement and a First Amendment to Modification of Access, Drainage and Maintenance Easement and Partial Assignment in forms substantially similar to that which is attached hereto as Exhibit “A”; and
2. The Mayor and/or Town Manager are hereby authorized to take such other and further action as may be necessary to complete the actions authorized hereby.

**PASSED AND APPROVED BY THE TOWN COUNCIL THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2013.**

\_\_\_\_\_  
**Drew Laughlin, Mayor**

**ATTEST:**

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

**Approved as to form:**

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

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

<b>STATE OF SOUTH CAROLINA</b>	)	<b>FIRST AMENDMENT TO</b>
	)	<b>AMENDED AND RESTATED</b>
<b>COUNTY OF BEAUFORT</b>	)	<b>DRAINAGE AGREEMENT</b>

This First Amendment to Amended and Restated Drainage Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Hilton Head Plantation Property Owners Association, Inc. ("HHPPOA"), having an address of 7 Surrey Lane, Hilton Head Island, SC 29926, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 ("Town").

WITNESSETH

WHEREAS, HHPPOA and the Town previously entered into that certain Amended and Restated Drainage Agreement dated July 23, 2013 (the "Drainage Agreement"), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Hilton Head Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Agreement; and

WHEREAS, HHPPOA and the Town now desire to incorporate additional areas within Hilton Head Plantation into the Drainage System as defined in the Drainage Agreement; and



WHEREAS, HHPPOA and the Town desire to hereby amend the Drainage Agreement to incorporate the attached Exhibit "A" into the Drainage Agreement by replacing the current Exhibit A with the attached Exhibit "A".

NOW, THEREFORE, know all men by these presents, HHPPOA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Agreement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A".
2. All other portions and provisions of the Drainage Agreement, and any amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HHPPOA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGE FOLLOWS)

WITNESSES:

HILTON HEAD PLANTATION  
PROPERTY OWNERS ASSOCIATION,  
INC.

\_\_\_\_\_

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

\_\_\_\_\_

Attest:\_\_\_\_\_

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_

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

\_\_\_\_\_

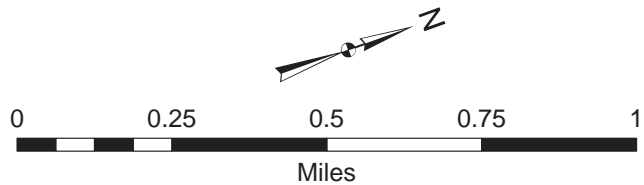
Attest:\_\_\_\_\_



 HHP Limits  Drainage Easement  Parcels

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

# Hilton Head Plantation Drainage Easement Exhibit



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

<b>STATE OF SOUTH CAROLINA</b>	)	<b>FIRST AMENDMENT TO</b>
	)	<b>MODIFICATION OF ACCESS,</b>
<b>COUNTY OF BEAUFORT</b>	)	<b>DRAINAGE AND</b>
	)	<b>MAINTENANCE EASEMENT</b>
	)	<b>AND PARTIAL ASSIGNMENT</b>

This First Amendment to Modification of Access, Drainage and Maintenance Easement and Partial Assignment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Hilton Head Plantation Property Owners Association, Inc. ("HHPPOA"), having an address of 7 Surrey Lane, Hilton Head Island, SC 29926, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 ("Town").

**WITNESSETH**

WHEREAS, HHPPOA and the Town previously entered into that certain Modification of Access, Drainage and Maintenance Easement and Partial Assignment dated July 23, 2013 and recorded December 5, 2013 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3290 at Page 1928 (the "Drainage Easement"), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Hilton Head Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Easement; and

WHEREAS, HHPPOA and the Town now desire to incorporate additional areas within Hilton Head Plantation into the Drainage System as defined in the Drainage Easement; and

WHEREAS, HHPPOA and the Town desire to hereby amend the Drainage Easement to incorporate the attached Exhibit "A" into the Drainage Easement, by replacing the current Exhibit A with the attached Exhibit "A".

NOW, THEREFORE, know all men by these presents, HHPPOA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Easement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A".
2. All other portions and provisions of the Drainage Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HHPPOA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

HILTON HEAD PLANTATION  
PROPERTY OWNERS ASSOCIATION,  
INC.

\_\_\_\_\_

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

\_\_\_\_\_

Attest: \_\_\_\_\_

**STATE OF SOUTH CAROLINA    )**   **UNIFORM ACKNOWLEDGMENT**  
  )  
**COUNTY OF BEAUFORT         )**   **S.C. CODE §30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public do hereby certify that  
\_\_\_\_\_ personally appeared before me on this  
day and duly acknowledged the execution of the foregoing instrument on behalf  
of Hilton Head Plantation Property Owners Association, Inc.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES:

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_

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

\_\_\_\_\_

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

**STATE OF SOUTH CAROLINA**

**COUNTY OF BEAUFORT**

**) UNIFORM ACKNOWLEDGMENT**

**)**

**) S.C. CODE §30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public do hereby certify that Drew A. Laughlin and Stephen G. Riley personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

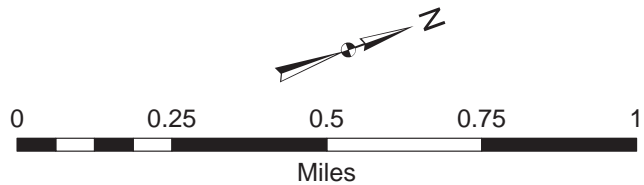




 HHP Limits  Drainage Easement  Parcels

Note: Drainage easement widths are 20 feet around pipes that convey public runoff and 15 feet from the edge of bank of lagoons that receive public runoff.

# Hilton Head Plantation Drainage Easement Exhibit



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## **MEMORANDUM**

**TO:** Stephen G. Riley, ICMA-CM, Town Manager

**FROM:** Bryan McIlwee, PE, Assistant Town Engineer / Storm Water Manager

**VIA:** Scott Liggett, PE, Director of Public Projects and Facilities / Chief Engineer  
Jeff Buckalew, PE, Town Engineer

**DATE:** December 5, 2013

**SUBJECT:** Amended Storm Water Agreements and Easements with CSA / Sea Pines

---

### **Recommendation:**

Staff recommends the Town amend the storm water maintenance and access agreements with Community Services Associates, Inc. ("CSA") to include the addition of a storm drainage easement that qualifies for public service, is privately owned, and lies within the limits of the Planned Unit Developments (PUD) or Property Owners Association (POA) which shares a storm drainage maintenance and access agreement with the Town.

### **Summary:**

The amendment to the storm water maintenance and access agreement reflects the addition of storm drainage easements from Heritage Villas HPR XXII, Inc., which lies within the boundaries of Sea Pines Plantation. CSA and the Sub-POA have executed a drainage easement agreement which conveys and dedicates the access and maintenance rights of the Sub-POA to CSA. The exhibit delineating the areas of the Town's responsibility has been updated to reflect this additional easement. The Town will use storm water utility fee revenues to provide maintenance and improvements on those systems in accordance with the master agreement with CSA.

**Background:**

After the creation of the Storm Water Utility, the Town offered to accept the maintenance responsibility of the storm water systems located within Planned Unit Developments. The Town has entered into agreements for access and drainage maintenance with Sea Pines Plantation, among others.

Unbeknownst to the Town prior to the execution of the maintenance and access agreements, there exist storm drainage infrastructure systems that lie within property or easements where the PUD has no rights to maintain this infrastructure. Some smaller developments within the PUD have their own POA (Sub-POA) and have approached the Town wishing to dedicate maintenance of their drainage infrastructure. While the master PUD / POA may not hold sovereignty over these Sub-POA regimes with respect to storm drainage access and maintenance rights, staff believes it is most prudent for these Sub-POA to dedicate such rights to the master PUD / POA with which the Town has an agreement. This will allow staff and the PUD / POA to better manage the maintenance of these systems by funneling all easement and work request through the PUD / POA and allowing the Town to deal directly with a single entity per PUD area.

On November 8, 2012, Town Council approved a policy for the acquisition of these storm drainage easements that qualify for public service, are privately owned, and lie within the limits of a Planned Unit Development or Property Owners Association that shares a storm drainage maintenance and access agreement with the Town.

While this will increase the extents of the Town's responsibilities regarding storm water maintenance, no increase to the storm water utility fee is being recommended.

**Attachments:**

- CSA / Sea Pines First Amendment to Drainage Agreement
- CSA / Sea Pines First Amendment to Access, Drainage and Maintenance Easement
- CSA / Sea Pines Revised Drainage Easement Exhibit (area of responsibility)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO DRAINAGE AGREEMENT AND A FIRST AMENDMENT TO ACCESS, DRAINAGE AND MAINTENANCE EASEMENT WITH COMMUNITY SERVICES ASSOCIATES, INC.**

WHEREAS, on May 16, 2012, the Town and Community Services Associates, Inc. (“CSA”) entered into a “Drainage Agreement” and “Access, Drainage and Maintenance Easement” (hereinafter collectively referred to as “the Drainage Agreement and Easement”) relating to certain real property of CSA which, among other things, set forth the obligations of the parties relating to the performance of maintenance and related actions to the Drainage System located within Sea Pines Plantation, and to grant the necessary easement(s) in connection therewith to the Town; and,

WHEREAS, the Town and CSA now wish to amend the Drainage Agreement and Easement for the purpose of incorporating additional property into, and as covered by, the Drainage Agreement and Easement; and,

WHEREAS, in order to amend the Drainage Agreement and Easement, it is necessary for the Town and CSA to execute a “First Amendment to Drainage Agreement” and a “First Amendment to Access, Drainage and Maintenance Easement”, copies of which are attached hereto as Exhibit “A”; and

WHEREAS, the Town Council for the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the citizens and visitors of the Town of Hilton Head Island to undertake the actions stated above.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:**

1. The Mayor and/or Town Manager are hereby authorized to execute and deliver a First Amendment to Drainage Agreement and a First Amendment to Access, Drainage and Maintenance Easement in forms substantially similar to that which is attached hereto as Exhibit "A"; and
2. The Mayor and/or Town Manager are hereby authorized to take such other and further action as may be necessary to complete the actions authorized hereby.

**PASSED AND APPROVED BY THE TOWN COUNCIL THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2013.**

\_\_\_\_\_  
**Drew Laughlin, Mayor**

**ATTEST:**

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

**Approved as to form:**

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

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

<b>STATE OF SOUTH CAROLINA</b>	)	<b>FIRST AMENDMENT TO</b>
	)	<b>DRAINAGE AGREEMENT</b>
<b>COUNTY OF BEAUFORT</b>	)	

This First Amendment to Drainage Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Community Services Associates, Inc. ("CSA"), having an address of 175 Greenwood Drive, Hilton Head Island, SC 29928, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 ("Town").

**WITNESSETH**

WHEREAS, CSA and the Town previously entered into that certain Drainage Agreement dated May 16, 2012 (the "Drainage Agreement"), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Sea Pines Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Agreement; and

WHEREAS, CSA and the Town now desire to incorporate additional areas within Sea Pines Plantation into the Drainage System as defined in the Drainage Agreement; and

WHEREAS, CSA and the Town desire to hereby amend the Drainage Agreement to incorporate the attached Exhibit "A" into the Drainage Agreement by replacing the current Exhibit A with the attached Exhibit "A".

NOW, THEREFORE, know all men by these presents, CSA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Agreement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A".
2. All other portions and provisions of the Drainage Agreement, and any amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CSA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGE FOLLOWS)

WITNESSES:

COMMUNITY SERVICES  
ASSOCIATES, INC.

\_\_\_\_\_

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

\_\_\_\_\_

Attest:\_\_\_\_\_

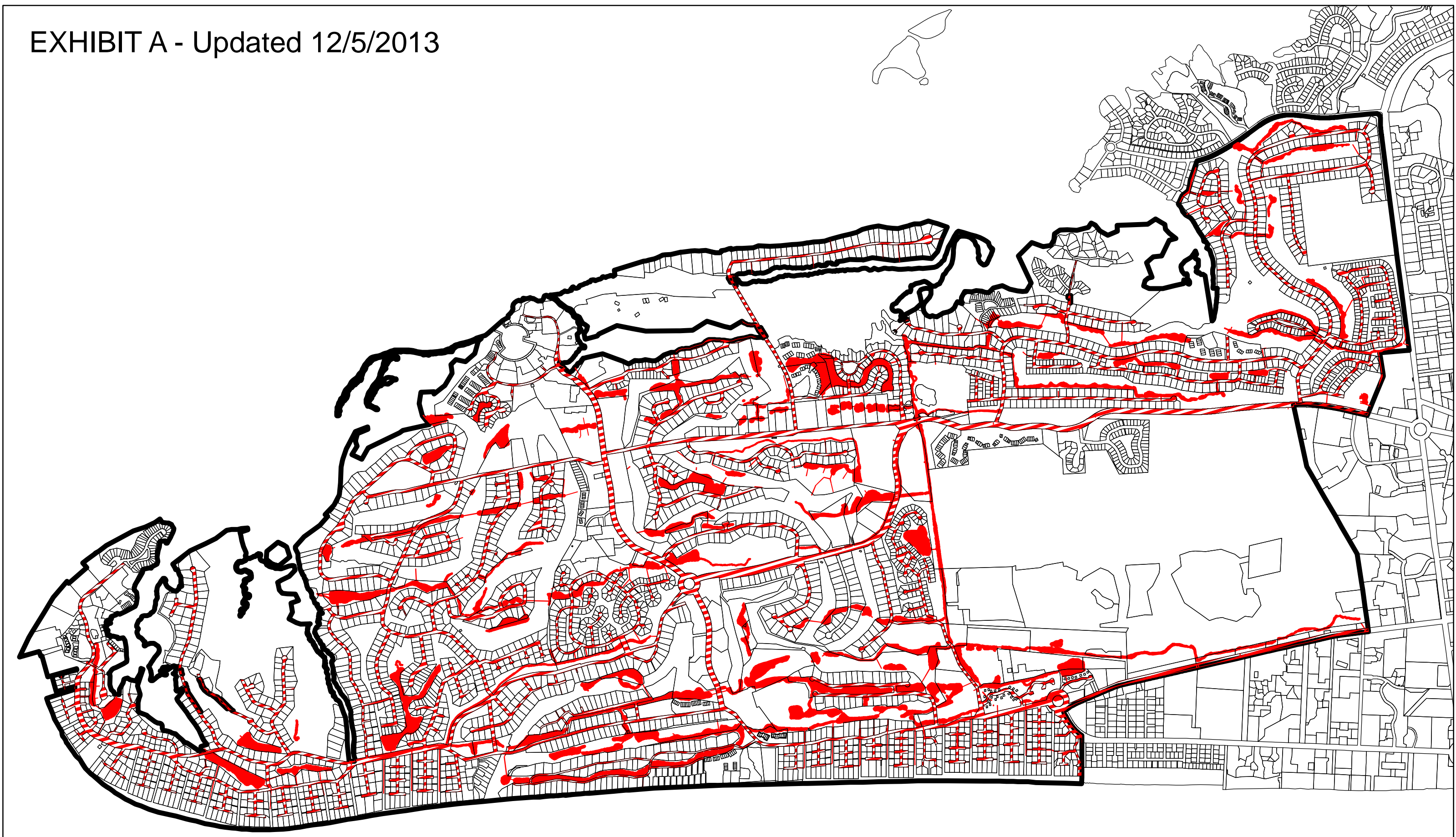
THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_

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

\_\_\_\_\_

Attest:\_\_\_\_\_



-  Lagoon/Pipe
-  Parcels
-  Road Right of Way
-  Sea Pines Boundary

Note: Drainage easement widths are 20 feet from the center of pipes depicted on this exhibit and 15 feet from the top of bank of lagoons depicted on this exhibit.

# Sea Pines Drainage Easement Exhibit



1,000 500 0 1,000 Feet

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**STATE OF SOUTH CAROLINA        )**  
**)**  
**COUNTY OF BEAUFORT            )**       **FIRST AMENDMENT TO**  
**)**       **ACCESS, DRAINAGE AND**  
**)**       **MAINTENANCE EASEMENT**

This First Amendment to Access, Drainage and Maintenance Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Community Services Associates, Inc. (“CSA”), having an address of 175 Greenwood Drive, Hilton Head Island, SC 29928, and the Town of Hilton Head Island, South Carolina, having an address of One Town Center Court, Hilton Head Island, South Carolina, 29928 (“Town”).

**WITNESSETH**

WHEREAS, CSA and the Town previously entered into that certain Access, Drainage and Maintenance Easement dated May 16, 2012 and recorded May 18, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3143 at Page 2106 (the “Drainage Easement”), whereby the Town undertook the maintenance and improvement of the storm and surface water Drainage System within Sea Pines Plantation, which Drainage System was shown and described on the map attached as Exhibit A to the Drainage Easement; and

WHEREAS, CSA and the Town now desire to incorporate additional areas within Sea Pines Plantation into the Drainage System as defined in the Drainage Easement; and

WHEREAS, CSA and the Town desire to hereby amend the Drainage Easement to incorporate the attached Exhibit "A" into the Drainage Easement, by replacing the current Exhibit A with the attached Exhibit "A".

NOW, THEREFORE, know all men by these presents, CSA and the Town, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each paid to the other at and before the execution and delivery of this Agreement, the receipt and sufficiency whereof is acknowledged, hereby agree as follows:

1. Exhibit A of the Drainage Easement is deleted in its entirety and replaced with the document attached hereto as Exhibit "A".
2. All other portions and provisions of the Drainage Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CSA and the Town, by and through their duly authorized officers, have executed and delivered this First Amendment as of the date first above written.

(SIGNATURE PAGES FOLLOW)

WITNESSES:

COMMUNITY SERVICES  
ASSOCIATES, INC.

\_\_\_\_\_

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

\_\_\_\_\_

Attest:\_\_\_\_\_

**STATE OF SOUTH CAROLINA     )**   **UNIFORM ACKNOWLEDGMENT**  
  **)**  
**COUNTY OF BEAUFORT            )**   **S.C. CODE §30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public do hereby certify that  
\_\_\_\_\_ personally appeared before me on this  
day and duly acknowledged the execution of the foregoing instrument on behalf  
of Community Services Associates, Inc.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:\_\_\_\_\_

WITNESSES:

THE TOWN OF HILTON HEAD  
ISLAND, SOUTH CAROLINA

\_\_\_\_\_

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

\_\_\_\_\_

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

**STATE OF SOUTH CAROLINA**

**COUNTY OF BEAUFORT**

**) UNIFORM ACKNOWLEDGMENT**

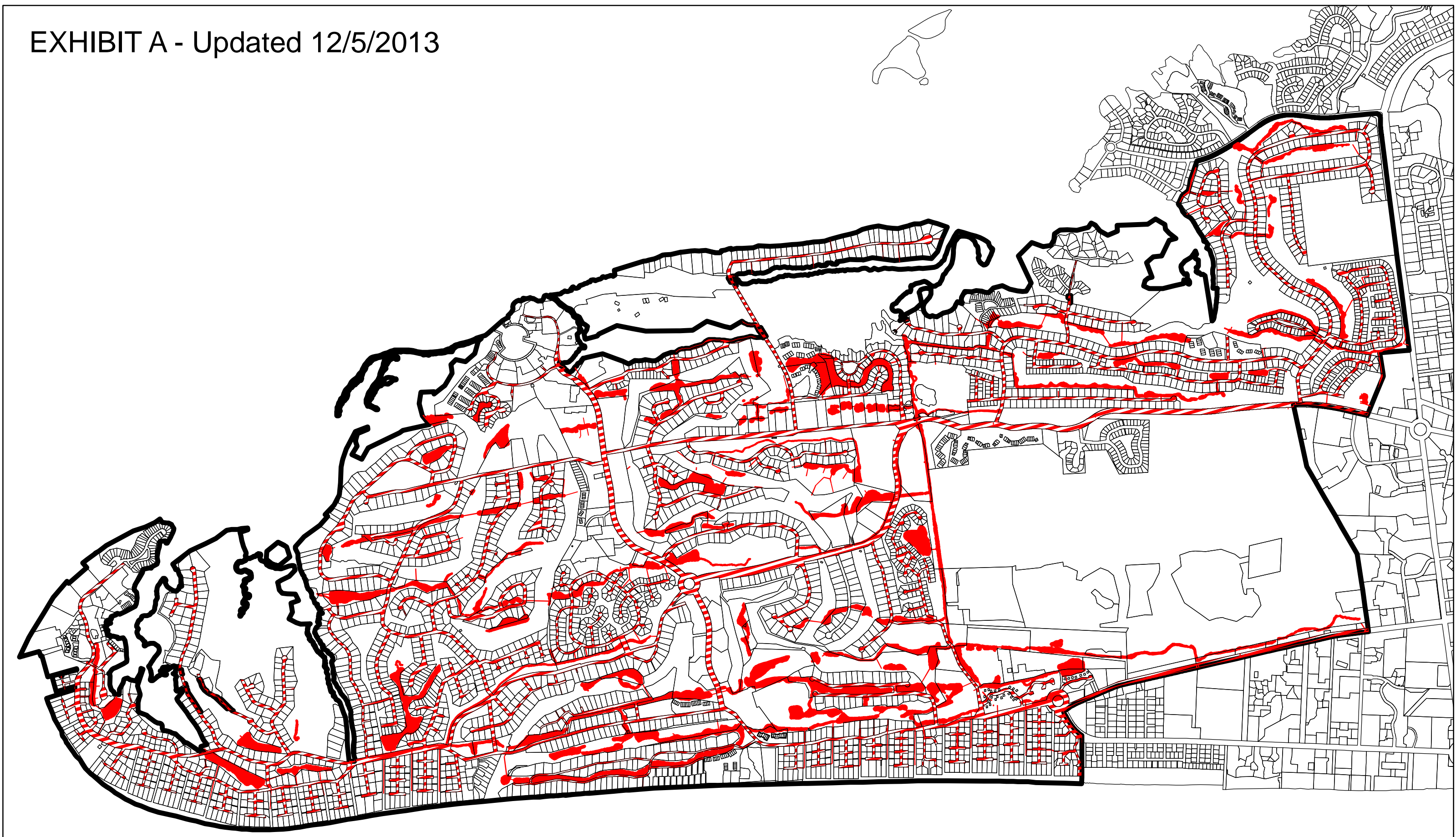
**)**

**) S.C. CODE §30-5-30 (SUPP. 2011)**

I, the undersigned Notary Public do hereby certify that Drew A. Laughlin and Stephen G. Riley personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



-  Lagoon/Pipe
-  Road Right of Way
-  Parcels
-  Sea Pines Boundary

Note: Drainage easement widths are 20 feet from the center of pipes depicted on this exhibit and 15 feet from the top of bank of lagoons depicted on this exhibit.

# Sea Pines Drainage Easement Exhibit



1,000 500 0 1,000 Feet

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# **MEMORANDUM**

**TO:** Town Council

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

**RE:** Proposed Resolution Establishing the Town of Hilton Head Island Destination 2029 Guiding Principles, Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action and 2014 Management Agenda

**DATE:** December 11, 2013

---

**Recommendation:** That Council adopt all priorities established at its recent strategic planning workshop.

**Summary:** The attached, proposed Resolution formally adopts our Destination 2029 Guiding Principles, the Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action and 2014 Management Agenda as formulated at Town Council's recent annual strategic planning workshop.

**Background:** On November 21, 2013 through November 23, 2013, Town Council convened for its annual strategic planning workshop with Lyle Sumek, Facilitator. As a result, Town Council established the attached Targets for Action for 2014.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ESTABLISHING THE TOWN OF HILTON HEAD ISLAND DESTINATION 2029 GUIDING PRINCIPLES, THE FIVE YEAR (2019) GOALS, 2014 POLICY AGENDA/TARGETS FOR ACTION, AND 2014 MANAGEMENT AGENDA.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island met in a workshop session on November 21, 2013 through November 23, 2013 for the purpose of developing concepts for teamwork and focused action, and to establish goals and objectives for their term of office; and

**WHEREAS**, the Town Council for the Town of Hilton Head Island has identified its Destination 2029 Guiding Principles, Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action and 2014 Management Agenda (Exhibit "A") for achieving these goals; and

**WHEREAS**, the Town Council believes that the adoption of the Destination 2029 Guiding Principles, Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action and 2014 Management Agenda will provide a framework for action and will provide guidance in executing its desires for itself, for staff, and for citizens of the Town of Hilton Head Island.

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** the attached Destination 2029 Guiding Principles, Five Year (2019) Goals, 2014 Policy Agenda/Targets for Action and 2014 Management Agenda, are hereby adopted.

**MOVED, APPROVED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, DECEMBER, 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:**\_\_\_\_\_

**Exhibit “A”**  
**TOWN COUNCIL WORKSHOP**  
**2014 RESULTS**

**TOWN OF HILTON HEAD ISLAND:**  
**DESTINATION 2029 GUIDING PRINCIPLES**

- Living in Harmony with Nature, Protecting the Natural Beauty, and Creating a Unique Sense of Place
- Sustaining Community Prosperity Through a Diversified, Strong Local Economy Based Upon Resort, Retirement, and Non-Hospitality Businesses
- Providing Meaningful Experiences that Cherish our History, the Arts, Cultural Diversity, and Enrich the Lives of our Residents and Guests
- Striving for Excellence in Everything We Plan, Build, Do, and Maintain
- Providing a Serene, Safe, and Healthy Living Environment for Residents and Guests
- Working Together and Volunteering for the Greater Good of the Hilton Head Island Community

**TOWN OF HILTON HEAD ISLAND 2019:**  
**OUR GOALS**

- Positive Climate for Business Investment
- Upgraded Public Infrastructure and Facilities
- Town Government: Financially Sound, Excellent Services
- Enrich Lives of Residents and Guests
- Preeminence for Environmental Stewardship

**POLICY AGENDA 2014**  
**TARGETS FOR ACTION**

**TOP PRIORITY**

- Tax Increment Financing Extension
- USCB Facility Development
- Coligny Area Development
- Island Recreation Center Expansion

**HIGH PRIORITY**

- Land Management Ordinance Rewrite
- Arts Collaboration Study
- Chaplin Linear Park
- Heritage Plaza Road Extension
- Tax Increment Financing Projects Prioritization

**MODERATE PRIORITY**

- Dredging Future Management and Maintenance
- Shelter Cove Park

**MANAGEMENT AGENDA 2014**

- Solid Waste Collection and Recycling
- Economic Development Corporation
- Shelter Cove Town Centre Development: Rezoning
- ATAX Additional Funds Criteria
- Airport Master Plan: Implementation
- Vacant Underserved Property Inventory and Map: Report
- Beach Renourishment (2015): Permitting
- Mathews Drive Side Street Improvement Project: Funding
- Regional Transportation Model: Development
- Lemoyne Avenue Roadway and Pedestrian Improvements: Direction and Funding
- Employee Compensation: Direction and Funding
- Noise Ordinance Revision: Shelter Cove