

PUBLIC SAFETY COMMITTEE
9:00 a.m., Monday, September 16, 2019
City Hall
1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **Call to order** and acknowledgment that the press and public had been duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of Previous Meeting's Minutes**
Regular Meeting of July 1, 2019
3. **Citizen's Comments**
4. **Old Business**
 - A. Consideration of Ordinance 2019-16 – An ordinance to establish new standards for dilapidated structures
 - B. Update on crosswalks from 41st Avenue to the 2nd Wild Dunes gate
 - C. Discussion of beach patrol officers
 - D. Update on SCDOT encroachment permit for Palm Boulevard golf cart path
 - E. Discussion of implementing the 4 feet off the pavement rule on Palm Boulevard between 42nd and 57th Avenue
5. **New Business**
 - A. Discussion of changing the hours when parking is regulated along the public rights-of-way
 - B. Consideration of a smoking ban on the beach, beach access paths, public outdoor spaces and City buildings and facilities
 - C. Consideration of the refurbishment of Tower 1002 in the amount of \$600,000
[FY20 Budget: Capital Projects - \$300,000; Muni ATAX - \$150,000; State ATAX - \$150,000]
 - D. Consideration of a mutual aid agreement with Charleston County Sheriff's Office
 - E. Discussion of a potential ordinance for failure to stop on police command
 - F. Consideration of replacement of four patrol vehicles
[FY20 Budget: Capital Projects - \$44,000; Muni ATAX - \$88,000; State ATAX - \$88,000]
6. **Highlights of Departmental Reports**
Fire Department – Chief Graham
Police Department – Chief Cornett
7. **Miscellaneous Business**
Next Meeting Date: 9:00 a.m., Monday, October 7, 2019 in City Hall
8. **Executive Session**, if needed - Upon returning to open session, the Committee may take action on matters discussed in Executive Session.
9. **Adjournment**

PUBLIC SAFETY COMMITTEE

9:00 a.m., Monday, July 1, 2019

The Public Safety Committee held its regular meeting at 9:00 a.m., Monday, July 1, 2019 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Present for the meeting were Councilmembers Bell and Ward, Chair Buckhannon, Administrator Fragoso, Fire Chief Graham, Police Chief Cornett, Building and Planning Director Kerr and Clerk Copeland; a quorum of the Committee was present to conduct business.

1. Chair Buckhannon called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

2. Approval of Previous Meeting's Minutes

MOTION: Councilmember Bell moved to approve the minutes of the regular meeting of June 3, 2019 as submitted; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

3. Citizen's Comments

Bob Miller, 3 Fairway Village Lane, reported that the blue markers for the hydrants are missing in Wild Dunes. He stated that in a meeting of the Coyote Coalition, they reviewed information they found to be particularly helpful, and he wanted to share it with the Public Safety Committee. He reported that Justin Miklaus has gathered information regarding the island's coyotes for the past three (3) years and has been able to track trends. The data shows that not seeing coyotes this time of year was very normal; the coyotes are not scouting for food for their pups primarily at night. They will reappear in the fall as the pups leave the dens to fend for themselves.

Stuart Colman, 10 Live Oak Drive, stated that he was speaking for his Wildwood neighbors in their opposition to the emergency gate proposed for Wild Dunes; he read from prepared comments that are attached to the historical record of the meeting. The Wildwood residents asked "City Council to protect the Wildwood Road neighborhood and deny any request by WD to allow a gate to access Wildwood Road."

Barry Murphy, 2 – 20th Avenue, addressed the Committee about "a dangerous situation," the crosswalk from the landside of Palm to the ocean side where the small lake is located; he noted that the section of Palm Boulevard there was four (4) lanes wide. He recounted an attempt to cross Palm to go to the beach when he and his wife were nearly hit by a car. He guessed that more golf carts come down that part of the island using 20th Avenue to cross over Palm Boulevard which they accomplish in two (2) parts waiting for traffic to slow or stop for the completion of the trip across. He also commented that a crosswalk was available just around the corner near the Lutheran Center with what appeared to be raised brick in the road and a flashing yellow light; he asked that this undesignated crosswalk be given the same treatment.

Mary Beth Heeke, 19 Sand Dollar Drive, stated that she would like the crosswalk at 43rd Avenue to be pointed out to drivers in some way; she asked the Police Department last summer to place a sign in the middle of the road identifying the crosswalk.

MOTION: Councilmember Ward moved to suspend the rules of order and to move Item A under New Business up for discussion; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

5. New Business

A. Discussion of Wild Dunes' request to SCDOT for the creation of an emergency exit from Morgan Cove's Drive to Wildwood Road

According to Administrator Fragoso, Dave Kynoski reported that application for an encroachment permit from SCDOT for an emergency exit onto Wildwood Road; the exist would have a locked swing gate affixed to the existing fence. She understood that the concept came from the power pole that fell and blocked the exit from the community; this emergency gate would eliminate a recurrence of that problem. She stated that the City has been assured that it will not be an ingress and egress from the new hotel and the community. She noted that nothing in the PDD document would prevent them from adding this emergency gate and that City Council has no right to deny or regulate it. The Wild Dunes Community Association notified the City of the application for the encroachment permit and the alternatives gates they submitted for SCDOT to select one (1).

MOTION: Councilmember Ward moved to inform SCDOT the City is not in favor of the addition of an emergency exit as [proposed by Wild Dunes; Councilmember Bell seconded.

Director Kerr explained that the proposed emergency exit would not be allowed under the terms of the Planned Development District (PDD) because it would be considered a major change, and the City would be required to convince a judge that the addition of a locked, emergency third gate would qualify as a major change.

Councilmember Bell stated for the record that almost the entire Wildwood community was present to voice its opposition to the addition of an emergency exit placement as described.

Administrator Fragoso stated that she did not know the status of the encroachment permit, but Councilmember Bell added that the survey markings were already in place. The Administrator told the Committee that encroachment permits, typically, do not call for public comment period. Since the exit was to be identified as an emergency exit, the Administrator thought it would be appropriate to hear from Chief Graham and Chief Cornett, representatives of the public safety departments, comments on any benefit to the City.

VOTE: The motion PASSED UNANIMOUSLY.

Chair Buckhannon asked the Administrator to contact SCDOT to find out about the permit status.

Chief Graham preferred to make a site visit before commenting, as did Chief Cornett.

When Chair Buckhannon asked if a firetruck could use the exit, Administrator Fragoso reported that exist would be wide enough for one (1) lane of vehicular travel; she did confirm that the exit would be the widening of the existing golf cart path.

Councilmember Bell recalled that the path went to the current terminus of the aluminum gate and interferes with the golf course. When restating that the path was there, he thought it was likely

not to change and terminated on 41st Avenue. He saw the path as a shortcut to allow people to exit Wild Dunes in unforeseen circumstances unlikely to happen again in the foreseeable future.

Chair Buckhannon encouraged the Wildwood community residents to contact SCDOT to voice their opposition to the Wild Dunes' encroachment permit for the emergency exit and that they could contact members of the Committee if they needed contact information for SCDOT.

4. Old Business

A. Update on development of new standards for dilapidated structures

Director Kerr referred the Committee to the redlined ordinance noting the proposed changes and stated that he and Attorney Copeland had selected sections of the International Property Maintenance Code they thought could be added to the City Code. The Director noted that the City would want to adopt the Property Maintenance Code in total because it was written in relation to inhabited residences and would allow an owner to close up and secure the residence then leave it vacant for an undetermined amount of time for future repairs. The changes wanted to the City Code relate to vacant structures; therefore, sections were selected that could apply to residences on the island. The problems identified in the residence which has generated many complaints are peeling paint, rotted wood, an unfiltered pool and the ability to carry the structural load; they are addressed in the amendment proposed. He did inform the Committee that he saw challenges with enforcement; for instance, homes on the island could be litigation that could drag on for years, and the City has been told to leave it as is for the jurors to see. The Director stated that he and the attorney were unable to find a legal way "to put teeth" in the ordinance to allow some structures to stand as long as they are in litigation, but enforce against others. When this ordinance amendment is adopted, the issue would become, if the owner replaced the rotten wood, painted where it was needed and turned on the pool filter, whether this Committee be satisfied with that result.

According to Councilmember Bell, the island has six (6) or so houses, ignoring litigation, in various states of disrepair; he suggested that the owners of these properties be advised that the ordinance amendment was in the approval process and that enforcement would follow. They have been notified ahead of the livability officer knocking on the door, corresponding with them or writing as ticket.

MOTION: Councilmember Bell moved to approve the amendment as presented and to recommend that it be put before City Council for adoption; Councilmember Bell seconded and the MOTION PASSED UNANIMOUSLY.

B. Status of surveillance camera at Breach Inlet

Administrator Fragoso reported that she spoke with Andy Benke at Sullivan's Island, and he was willing to share in the monthly cost. She also stated that staff was still gathering pricing.

Chief Cornett reported that he had gotten a quote for eight thousand dollars (\$8,000) that would be for the camera and installation, so he told the Committee that they should plan for pricing in that range. He noted that to share the feed with the Fire Department would be simple, and he could arrange for them to view all of the cameras if they wanted.

C. Discussion of installing bike lanes from 41st to 57th Avenues

Administrator Fragoso informed the Committee that she spoke to SCDOT to arrange a meeting to discuss the City's repeated request for bike lanes on both sides of Palm between 41st and 57th Avenues and to let them know that it has become a priority for Council.

Councilmember Bell said that he found adding bike lanes along a road that already has vehicles parking erratically perplexing. He asked if thought had been given to what it would mean.

According to the Administrator, the rights-of-way were wide enough to extend the road for a bike lane, and parking has already been changed to parallel on both sides of the street. The real issue with the addition of bike lanes was the significant infrastructure cost. She noted that this project was in the City's Comprehensive Plan and has been talked about for a while, but it would be a complex project. She was hopeful that the project could be accomplished with funding from the City, SCDOT, and possibly some of the cycling non-profit groups in the area; it would likely be a project phased over multiple years. Additionally, the bike lanes would also create a significant amount of maintenance for the City.

Councilmember Bell commented that the addition of a bike lane would be a buffer between vehicular traffic and people parking.

The Chair opined that bike lanes could be installed when the City next comes up on SCDOT's list of roads to repave.

Before this project could begin, the palm trees in the right-of-way would have to be removed and/or relocated, as well as other encroachments.

The Chair recalled from the June City Council meeting that a gentleman emailed Councilmember Kinghorn about a cyclist who experienced a serious bike accident when he hit plastic debris on the Connector and fell; the communication also included the following comments:

"Smart, proactive public servants recognize that providing bike lanes and ensuring that they are maintained in good condition and kept free of debris is a plus for residents and visitors, is easily done, and, while having some cost, is not nearly as expensive as paying settlements to injured persons because public use areas have not been responsibly maintained. . . . I suggest that the Isle of Palms increase the number of bike lanes, actively evaluate the condition of all bike lanes and shoulders being used by cyclists and take the necessary action to be able to assure the public that the IOP is a safe place for cyclists."

Chair Buckhannon indicated that he had ridden over the Connector to see the amount of debris collected on it and taken his golf cart down some of the bike paths on the island to see for himself what condition they were in; he definitely saw a need for maintenance to both.

The Administrator reminded the Committee that the City has a street sweeping company under contract; they routinely sweep the Connector and Front Beach and a few other locations as well; they also come when the City is having special events, i.e., the Connector Run, the Front Beach Fest or the Holiday Festival.

The Chair thought that while sweeping was good for the streets, the bike paths had creeping vegetation that needed to be cut back. He thought the City could possibly arrange for the landscaping contractor to cut back certain ones on a regular basis or possibly rotate between certain bike paths; he opined that the heavily used bike paths like do not need the level of maintenance that the less travelled ones did.

Councilmember Ward added that he thought that bike lanes would push cars further from the intersections of side streets with Palm Boulevard. When large SUVs park fifteen feet (15 ft.) from an intersection, he said that it was nearly impossible to get a clear line of sight; he looked forward to moving vehicles further back from the road.

D. Update on construction of crosswalks from 41st Avenue to the 2nd gate at Wild Dunes

Based on the increased volume of traffic attributable to the construction of the new hotel, the City has asked SDOT to study the feasibility of crosswalks from 41st Avenue to the second Wild Dunes' gate.

Councilmember Bell related that crossing Palm Boulevard was nearly impossible from the beach-side into the flow of traffic from Wild Dunes; making a right turn out of the neighborhoods was simpler. He interpreted this as a Wild Dunes problem; the majority of people leave Wild Dunes onto a 35 mph road and exhibit no courtesy at all, whether it is stopping for a golf cart or a car; they will not stop.

The Administrator reported that signs have been installed at the beach accesses in that part of the island that provide a twenty foot (20 ft.) buffer on either side of the access path giving greater line of sight for pedestrians crossing into Wild Dunes.

Speaking to the general lack of courtesy visible in much of today's society, Councilmember Bell asked what could be done through social media and the City's website thanking visitors for coming and contributing to the local economy and at the same time reminding them that the Isle of Palms remains a residential community.

Chief Cornett said that, when he has ended recent media interviews, he has ended them delivering a similar message that "we want people here, but we want people to understand that this is home to a lot of people and we want it to remain beautiful and to remain a place where people want to live when the visitors leave."

While on the subject of crosswalks, Chair Buckhannon commented that the crosswalk at 20th Avenue was dangerous because of its location – it is right at the point where the road goes from one (1) lane to two (2) lanes. He was aware that state law was that someone must be in the crosswalk before a driver was required to stop, but he thought the City could do something to make it safer for pedestrians. He was interested knowing the cost of activated crosswalk signals. He did not understand why it was not stamped like other crosswalks on Palm Boulevard.

Administrator Fragoso recalled that, after SCDOT micro-surfaced the street, they painted the crosswalk, but the job was not up to City standards.

She told the Committee that she would look into how to increase the visibility of that crosswalk.

Councilmember Ward recalled previous efforts for improvements to the crosswalk at 20th Avenue, but SCDOT refused the request because a crosswalk was a block away at 21st Avenue. This request must be a continuous request until SCDOT changes its position.

The Administrator noted that federal statutes in addition to the State regulations about the placement of crosswalks that SCDOT must consider when issuing a permit.

E. Update on SCDOT encroachment permit for Palm Boulevard golf cart path

The Administrator stated that staff has looked into getting an encroachment permit and run into an issue that must be resolved before submitting a permit application; the golf cart path has, over the years, meandered onto Beachside property. The City will have to get an easement from Beachside in order to follow its current path, and the Administrator does not anticipate that being problematic.

F. Update on possible outsourcing of beach patrol contractor

After talking with Chief Cornett, Chair Buckhannon learned that he has a plan whereby IOP BSOs can be assigned on the beach for the enforcement of this City's Code. In the early days after Chief Cornett took office, he met with the various positions in the Police Department; from his discussion with the BSOs he learned that having ten (10) BSOs was too many and six (6) was a more realistic number. Assuming that more BSOs can be hired to take the number to ten (10), he could assign four (4) to the beach and designate six (6) to enforce the parking plan and to direct traffic. The only problem he has incurred is that the light service vehicles the City owns for driving on the beach are not reliable enough to use meaning that these four (4) officers will not have the mobility they would have otherwise. He said that the need for more reliable beach vehicles would be addressed in a future budget.

G. Update on backup at the gate and parking at the County Park

Chief Cornett reported that he had met with Cynthia Wilson and she would arrange to open the park a bit earlier in the mornings, but would not advertise it, in an effort to eliminate the traffic backup on 14th Avenue on weekends and holidays when parking on the island is strained. As the idea to allow visitors to pay for parking as they leave, Ms. Wilson explained that they do not have the infrastructure to do that. She did say that the County parks system was considering adding parking kiosks at the parks in the future.

H. Discussion of golf cart registration

Councilmember Bell stated that he had asked that this item be on the Agenda and commented that it was a multi-faceted issue, from driving them after dark to underage driver and other issues. He opined that the rentals on the island that include a golf cart for use by the renters were a big contributor to the problems; he felt certain that a key to the cart was on the counter when the renters arrived with no instructions on its use or the state and local laws that regulate them. He has watched BSOs writing tickets for golf carts, but the cart could have been purchase second- or third-hand and the latest owner did not know it had to be registered with the State. So the ticket was meaningless because the owner could not be located so he could go back to his renter for payment. He would support City efforts to get the unregistered, unlicensed and underage golf cart driving; he would prefer to see an education program over a massive ticket writing campaign.

The Chair noted that several golf cart rental companies operate on the island and they were diligent in explaining that drivers of golf carts must be sixteen (16) years of age and have a driver's license.

Chief Cornett reported that, when guests check-in at Wild Dunes, they are given a brochure that covers regulations they will be expected to follow while on the island. He added that the Department has brochures and handouts that they could distribute to the rental agencies on the

island and encourage them to stress the regulations surrounding golf carts. Since the golf cart thefts that occurred last month, he advocated for the City to require that the carts be registered just as other residential vehicles on the island; the registration would be free and the owner could be given a residential sticker like the one for his automobile or truck. This action would provide the Police Department with information about who owns which golf cart – information they did not find readily available when solving the rash of golf cart thefts occurred.

The Administrator stated permitting processes like this were a burden on staff and the community, but she agreed that it was worthy of consideration.

MOTION: Chair Buckhannon moved to suspend the rules and to reopen Citizens' Comments; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

Eddie Shepard, 4 – 20th Avenue, stated that “crosswalks are a disaster waiting to happen.” He informed the Committee that Edisto Beach requires the registration of golf carts, and he suggested that the City contact them to understand their process.

When Councilmember Ward said that he gets a sticker for his golf cart when he gets the residential sticker for his vehicle, Administrator Fragoso stated that in order to get a residential sticker, the owner must show proof of insurance and residency. If someone comes to get a sticker for his golf cart and cannot provide proof of insurance, his vehicle is not registered with the state.

Councilmember Bell pointed out that many owners of rental properties are not residents of the island, therefore, cannot get a residential sticker.

According to Councilmember Ward, properties rented through VRBO, Airbnb, etc. advertise that they provide use of a golf cart; he stated that he did not believe anything other than the key to the golf cart was left for the renters but that no documentation about the use of it or the island's regulations was made available to the renters.

Councilmember Bell suggested that the Committee send this issue to the Real Property Committee who could establish a requirement that golf carts provided with a rental property must be licensed, insured and registered.

Chief Cornett would also start a social media campaign to educate people about the proper use and the regulations regarding golf carts.

Betty Murphy, 2 – 20th Avenue, stated that beginning and ending of the crosswalk her husband referenced was not straight across, but at an angle.

Councilmember Bell reported that it was nearly impossible for a vehicle to turn left into the traffic going toward Wild Dunes; for whatever reason, people will not stop.

Chair Buckhannon asked that a signup sheet be provided for persons wishing to speak; he would like to get name and email address to follow up with them after the meeting.

5. New Business

B. Consideration of approval of Mutual Aid Agreement with the Town of Sullivan's Island

Chief Cornett reported that, shortly after starting to work, he sought out the City's Mutual Aid Agreements with surrounding communities to make sure they were current; he informed the Committee that any mutual aid agreement signed before 2016 would not be valid today because they reference laws no longer in effect. He found that the valid agreements were with Mount Pleasant and the City of Charleston; the City does not have a valid agreement with Sullivan's Island.

MOTION: Councilmember Ward moved to approve a Mutual Aid Agreement with Sullivan's Island; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

C. Discussion of raising chickens on the island

Chair Buckhannon reported that a resident of Wild Dunes was cited for raising chickens, and the Chair questioned that the governing covenants of Wild Dunes would allow chickens to be raised inside the gates.

The Administrator reached out to Wild Dunes and found that they do not allow chickens inside the gates; she stated that City Code Section 6-2-5 does not allow raising chickens within the City limits.

D. Discussion of plans for July 4th

Chief Graham reported that the Fire Department would begin increasing its number of on-duty personnel on Tuesday and Thursday July 4th would be "all hands on deck," and she planned to have extra personnel for the weekend after. Anticipating scorching heat, the Department would stock up on water and Gatorade to keep everyone hydrated. For crowd control, the Chief has spoken with the Sheriff's Department, EMS, Rescue Squad and the South Carolina Guard. Personnel will begin moving people off the beach around 6:00 p.m. Chief Cornett has also arranged for additional help for traffic control from Charleston County.

According to the Administrator, the fireworks show will begin at dark, 9:00 p.m. to 9:15 p.m. The City's social media sites have been filled with information about parking.

Chief Graham informed the Committee that this was the third year of a three (3) year contract with Munnerlyn Pyrotechnics; therefore, she will advertise an RFB very soon.

The Chair thought the Front Beach lots would fill up quickly; therefore, he asked the Administrator to coordinate with local radio and television channels about the status of parking on the island and to coordinate traffic control on the other side of the Connector with Mount Pleasant,

Chief Cornett has a traffic control plan he will implement, and the Police Department would have a presence on the beach. He added that he has requested officers on motorcycles for mobility should there be an accident on the Connector.

6. Highlights of Departmental Reports

The monthly reports for the Fire and Police Departments are posted to the City's website.

7. Miscellaneous Business

Next Meeting Date: 9:00 a.m., Monday, September 9th, 2019 in the Conference Room

8. Executive Session – not needed

9. Adjournment

**MOTION: Councilmember Bell moved to adjourn the meeting at 10:24 p.m.;
Chair Buckhannon seconded and the motion PASSED UNANIMOUSLY.**

Respectfully submitted:

Marie Copeland
City Clerk

ORDINANCE 2019-__

AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE B. – NUISANCES.

WHEREAS, the Isle of Palms Council is empowered with the authority to make amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so;

WHEREAS, The Isle of Palms Council believes it necessary to make amendments to ensure properties on the Isle of Palms are kept in a condition that is both safe to the public and maintains the character of the City;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 1, Article B, to authorize City staff to ensure the aforementioned objective.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE B. – NUISANCES SHALL BE AMENDED TO READ AS FOLLOWS:

ARTICLE B.- NUISANCES

• Sec. 6-1-11. - Definitions.

The following words, terms and phrases, when used in ~~this article~~ Articles B and C, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public nuisance means any act, thing, occupation, condition or use of property which shall continue for such length of time as to:

(1) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;

(2) In any way render the public insecure in life or in the use of property;

(3) Greatly offend the public morals or decency; ~~and/or~~

(4) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way; ~~and/or~~

~~(5) Failure to maintain vacant or occupied property in a manner described by Articles B and C, as detailed in Article C.~~

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(Code 1994, § 6-1-11; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-12. - Public nuisances prohibited.**

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the City.

(Code 1994, § 6-1-12; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-13. - Public nuisance affecting health.**

Public nuisances affecting health shall include, but not be limited to, the following acts, omissions, conditions or things:

- (1) All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public;
 - (2) Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within twenty-four (24) hours after death;
 - (3) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;
 - (4) All stagnant water in which mosquitoes, flies or other insects can multiply;
 - (5) Privy vaults and garbage cans which are not flytight;
 - (6) All noxious weeds and other rank growth or vegetation;
 - (7) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the City limits or within one (1) mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property;
 - (8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial waste or other substances;
 - (9) Any use of property, substances or things within the City emitting or causing any foul, offensive, noisy, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, cause discomfort to, injure or inconvenience the health of any appreciable number of persons within the City.
- (Code 1994, § 6-1-13; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-14. - Public nuisances affecting public safety.**

Public nuisances affecting public safety shall include, but not be limited to, the following:

- (1) All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds of places frequented by the public, so situated or constructed as to endanger the public safety;

(2) All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalks;

(3) All limbs of trees which project over a public sidewalk, less than eight feet (8') above the surface thereof or less than fourteen and one-half feet (14½') above the surface of a public roadway;

(4) All wires over streets, alleys or public grounds which are strung less than fifteen feet (15') above the surface of street or ground;

(5) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the City or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose thereof has been accomplished;

(6) All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk;

(7) All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside;

(8) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

(9) The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

(10) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;

(11) Structures or components thereof that have reached their limit state;

(12) Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;

(13) Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

(14) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(15) Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(16) Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs

of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

(17) Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

(18) Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(19) Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(20) Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

(21) Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

(Code 1994, § 6-1-14; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-15. - Filing complaints; inspections.**

(a) All complaints alleging the existence of a public nuisance shall be filed with the City Administrator.

(b) The City Administrator shall promptly notify the Chief of Police, Health Officer or Building Official who shall inspect or cause to be inspected the premises and make a written report of his findings to the City Council. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall retain the same in his office.

(Code 1994, § 6-1-15)

- **Sec. 6-1-16. - Notice to abate nuisance.**

(a) If the inspecting officer determines that a public nuisance exists on private property and that there is great and immediate danger to the public health, safety, peace, morals or decency, the City Council may direct the Chief of Police to serve notice on the owner or, if the owner cannot be found, on the occupant or person causing, permitting or maintaining such nuisance and to post a copy of the notice on the premises.

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(b) Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within twenty-four (24) hours. The notice shall state that unless such nuisance is so abated, the City will cause it to be abated and will charge the costs to the owner, occupant or person causing, permitting or maintaining the nuisance.

(Code 1994, § 6-1-16; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-17. - Abatement by City.**

If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the health officer, in case of health nuisances, and the Chief of Police or City Administrator, in other cases, shall cause the abatement or removal of such public nuisance.

(Code 1994, § 6-1-17)

- **Sec. 6-1-18. - Abatement by court action.**

If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such so as to threaten great and immediate danger to the public health, safety, morals or decency, he shall file a written report of his findings with the City Council. The City Council shall cause an action to abate such nuisance to be commenced in the name of the City in a court of competent jurisdiction in accordance with the provisions of the State statutes.

(Code 1994, § 6-1-18; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-19. - Costs of abatement.**

In addition to any other penalty imposed by this article for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the City shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance. If notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as other special taxes.

(Code 1994, § 6-1-19; Ord. No. 1981-10, 11-11-1981)

- **Secs. 6-1-20—6-1-30. - Reserved.**

- **ARTICLE C. - MAINTENANCE OF PROPERTY**

- **Sec. 6-1-31. - Definitions.**

The following words, terms and phrases, when used in this [article](#)Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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(a) *Bulk* consists of bulky wastes, including appliances, furniture, mattresses, auto parts and tires.

(b) *Garbage* consists of all perishable refuse, household rubbish, including, but not limited to, paper boxes, rags, plastic and cloth, glass, bottles, cans and any similar waste and small dead animals.

(c) *Litter* means any quantity of solid waste which is not properly disposed of.

(d) *Private property* includes, but is not limited to, the following exterior locations owned by private individuals, firms, corporations, partnerships, institutions or organizations: yards, grounds, driveways, entranceways, passageways, parking areas, working areas, storage areas, vacant lots, recreation facilities, vacant and/or occupied structures-property;

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(e) *Container* means a watertight receptacle made of metal, heavy duty plastic or material of similar strength with a tightfitting cover for storage and disposal of solid waste.

(f) *Solid waste* consists of all refuse including bulk, debris, garbage, rubbish and trash.

(g) *Trash* consists of all ashes, yard rubbish, such as leaves, grass, bushes, and vines; large pieces of metal, bricks, stones and dirt, trees and branches, and stumps.

(h) *Unightly growth on property* means an unsightly, unhealthy, unsanitary growth of grass, bushes, shrubs, trees, weeds, vines, leaves, etc.

(Code 1994, § 6-1-31; Ord. No. 1986-2, 5-14-1986)

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• **Sec. 6-1-32. - Duty to keep property clean and safe.**

(a) It shall be the duty of the owner, agent, occupant or lessee to keep exterior private and public property free of litter and unsightly growth. This requirement applies not only to removal of loose litter, but to materials that already are, or become, trapped at locations such as fences and wall bases, grassy and planted areas, borders, embankments and other lodging points.

(b) Owners, agents, occupants or lessees whose properties face on a City right-of-way shall be responsible for keeping up to, and including, the curb, gutter or street line free of litter and unsightly growth.

(c) It shall be unlawful to sweep or push litter from buildings, property, sidewalks and strips into streets, sidewalks and the storm drainage systems. Sidewalk and strip sweepings must be picked up and put into household or commercial material containers.

(d) It shall be the duty of every nonresident owner of a vacant lot or other vacant property to appoint a resident agent who shall have responsibility for keeping that lot or other property free of litter and unsightly growth.

(e) If an owner, agent, occupant or lessee fails to remove litter or unsightly growth from any private and public property, the City Public Works Department shall be authorized to serve written notice to the owner or appointed agent to correct such violation within five (5) days. Failure to comply shall constitute grounds for prosecution.

(f) It shall be unlawful for the owner of any property in the City to disobey or fail to comply with any provisions of this article.

(g) It shall be unlawful for the owner of private property to fail to keep a swimming pool on the property in a condition that is clean and sanitary, and in good repair.

(h) Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(Code 1994, § 6-1-32; Ord. No. 1986-2, 5-14-1986)

Sec. 6-1-33. Unsafe Conditions

For the purposes of this Article, the following conditions shall be determined unsafe and shall be repaired or replaced as required for existing vacant or occupied structures:

Appeals; ordinance summons; liens; penalties. (a) The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

(b) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;

(c) Structures or components thereof that have reached their limit state;

(d) Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;

(e) Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

(f) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(g) Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

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(h) Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

(i) Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

(j) Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(k) Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(l) Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

(m) Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

• Sec. 6-1-343. Appeals; ordinance summons; liens; penalties.

(a) The City Administrator is authorized to issue regulations for the form, content, and maintenance of notices and to hear and determine appeals from Public Works Department notices served pursuant to section 6-1-32(e). A notice of appeal must be delivered to the City Administrator within five (5) days after service of the sanitation division notice. The determination of the City Administrator shall be made in writing and shall be final.

(b) The City Administrator may authorize an appropriate City employee to serve an ordinance summons for violation of this article pursuant to section 1-3-66(b).

(c) In the event the responsible person fails to correct the conditions which violate this article within the time prescribed in the notice, the City Administrator may authorize agents or employees of the City to enter onto the property and take corrective action up to and including demolition, if approved by the zoning administrator. The cost of corrective action

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taken by the City shall be a lien upon the property which shall be added to and collected in the same manner as the ad valorem taxes on the property.

(d) Nothing in this section shall prevent the City from taking any other appropriate action such as courtesy notices to encourage voluntary compliance, or arrest warrants for violations.

(e) Violation of this article is a misdemeanor punishable as provided in [section 1-3-66](#).
(Code 1994, § 6-1-33; Ord. No. 1994-4, § 33, 4-26-1994)

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SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2019.

Jimmy Carroll, Mayor

(Seal)

Attest:

, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

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ORDINANCE 2019-__

AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 4, SMOKING IN THE WORKPLACE.

WHEREAS, the Isle of Palms Council is empowered with the authority to make substantive amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so;

WHEREAS, The Isle of Palms Council believes it is imperative to take action to reduce the overwhelming amount of pollution caused by cigarette butts on our pristine beaches;

WHEREAS, The Isle of Palms Council also believes action is needed to prevent smoking in City-owned facilities and any City-owned public area in order to reduce the risk of passive smoke to nonsmokers and the long-term risks to children from seeing smoking in public;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, to include a smoking prohibition in City-owned facilities, public beaches and public beach access points.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 6, HEALTH AND SANITATION, CHAPTER 4, SMOKING IN THE WORKPLACE SHALL BE AMENDED TO READ AS FOLLOWS:

CHAPTER 4: SMOKING IN THE WORKPLACE, IN CITY-OWNED FACILITIES, PUBLIC BEACHES AND PUBLIC BEACH ACCESS POINTS.

Sec. 6-4-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business agent means an individual who has been designated by the owner or operator of any establishment to be the manager or otherwise in charge of said establishment.

Employee means any person who performs services for an employer in return for wages, profit or other valuable consideration. It also means a person who volunteers his services for a non-profit entity.

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Employer means any person, partnership, association, limited liability company, corporation, trust, school, governmental agency, college, university or other educational institution, nonprofit entity or other organization, whether public or private, that employs one (1) or more employees.

Enclosed area means all space between a floor and ceiling that is enclosed on two or more sides by temporary or permanent walls of any type of material including but not limited to plastic, wood, sheet rock, or particle board, or windows which extend from the floor to the ceiling, including but not limited to, offices, rooms, foyers, waiting areas, porches, halls and mobile public conveyance. Facilities having only partial exterior walls but otherwise enclosed by ceilings and floors shall also be included in this definition; provided, however, that porches which have fifty (50%) percent or more of open space or screening on all but one side shall be excluded from this definition.

Environmental tobacco smoke (ETS) or secondhand smoke is the complex mixture formed from escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to ETS is also frequently referred to as "passive smoking,;" "secondhand smoking" or "involuntary smoking."

Livability court means that certain division of the City of Isle of Palms Municipal Court.

Police department means the City of Isle of Palms Police Department.

Smoking means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.

Smoking materials includes cigars, cigarettes, vaping devices, and all other manner of smoking devices intended to be used for the purpose of inhaling and exhaling smoke.

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Workplace means any enclosed area, structure, building or facility or any portion thereof at which one or more employee perform services for their employer, including but not limited to: retail food stores, retail stores, government buildings, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, or bowling alleys.

(Ord. No. 2008-8, § 2, 9-23-2008)

Sec. 6-4-2. - Prohibition of smoking in the workplace.

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(a) It shall be the responsibility of the employer to provide a smoke-free environment for all employees working in an enclosed workplace. Each employer shall adopt, distribute and implement a written policy prohibiting smoking in the workplace, in accordance with this article.

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(b) The written smoking policy shall be adopted and distributed to all employees within four weeks of the commencement of business operations. A copy of the policy shall be conspicuously posted in all facilities or areas of the workplace.

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(c) Smoking is prohibited in all workspaces in a workplace. This includes all common work areas, auditoriums, gymnasiums, classrooms, conference and meeting rooms, private offices, hallways, medical facilities, cafeterias, employee lounges, staircases, restrooms and all other

enclosed areas in a workplace. Furthermore, the employer, business agent, and all employees shall prohibit any persons from smoking tobacco products in any workplace or workspace.

(Ord. No. 2008-8, § 3, 9-23-2008)

Sec. 6-4-3. – Smoking in City-owned facilities, on City-owned property, on public beaches and beach access points.

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Smoking shall be prohibited in City-owned facilities, on City-owned property, on public beaches and beach access points.

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Sec. 6-4-4 - Smoking restrictions inapplicable.

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In providing for the inapplicability of this article to the following subsections, it is specifically recognized that such locations are addressed in the Clean Indoor Air Act, enacted by the General Assembly of South Carolina and codified in S.C. Code 1976, § 44-95-10 et seq. Therefore, this article shall not apply to:

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- (a) Public schools and preschools where routine or regular kindergarten, elementary, or secondary educational classes are held, including libraries;
- (b) All other indoor facilities providing children's services to the extent that smoking is prohibited in the facility by federal law and all other child day care facilities, as defined in S.C. Code 1976, § 20-7-2700, which are licensed pursuant to subarticle 11, article 13, chapter 7, of title 20 of the South Carolina Code (S.C. Code 1976, § 20-7-2700);
- (c) Health care facilities as defined in S.C. Code 1976, § 44-7-130;
- (d) Government buildings as defined in S.C. Code 1976, § 44-95-20(4), except to the extent regulation by the City is authorized therein;
- (e) Elevators;
- (f) Public transportation vehicles, except for taxicabs;
- (g) Arenas and auditoriums of public theaters or public performing art centers.

(Ord. No. 2008-8, § 4, 9-23-2008) Sec. 6-4-5. - Exceptions.

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Notwithstanding the provisions of the above section, smoking may be permitted in the following places or circumstances:

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- (a) Private residences;
- (b) Hotel, motel, inn, bed and breakfast, and lodging homes that are rented to guests, designated as smoking rooms (rooms) provided that the total percentage of such rooms does not exceed twenty-five (25%) percent in such establishment. A room so designated shall have signs posted indicating that smoking is allowed therein;
- (c) Performers upon a stage, provided that the smoking is part of the theatrical production being performed;

- (d) Religious ceremonies where smoking is part of the ritual; and
- (e) Medical research facilities.

(Ord. No. 2008-8, § 5, 9-23-2008) Sec. 6-4-6. - Posting of signs.

The owner of business agent of an establishment or area in which smoking is prohibited pursuant to this article shall post a conspicuous sign at the main entrance to the establishment or area. The sign shall contain the words "No Smoking" and the universal symbol for no smoking.

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(Ord. No. 2008-8, § 6, 9-23-2008) Sec. 6-4-7. - Reasonable distance.

Smoking outside a workplace, workspace or any other enclosed area where smoking is prohibited shall be permitted, provided that no such smoke enters the enclosed area through entrances, windows, doors, opening, ventilation systems or any other means.

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(Ord. No. 2008-8, § 7, 9-23-2008)

Sec. 6-4-8. - Jurisdiction, enforcement and penalties.

(a) The City's municipal court shall have jurisdiction over prosecuting violations of the provisions of this article.

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(b) The Police Department shall enforce the provisions of this section. In addition, designated code enforcement employees of the city shall have power to enforce the provisions of this article.

(c) The Police Department shall seek to obtain voluntary compliance with this article by means of publicity and education programs, and the issuance of warnings, where appropriate.

(d) Any person who smokes in an area where smoking is prohibited by the provisions of this article shall be guilty of a civil infraction, punishable by a fine of not less than Ten (\$10.00) Dollars nor more than Twenty-five (\$25.00) Dollars.

(e) Any person who owns, manages, operates, is a business agent of, or otherwise controls a place of employment and who fails to comply with the provisions of this article shall be guilty of a civil infraction, punishable by a fine of not less than Ten (\$10.00) Dollars nor more than Twenty-five (\$25.00) Dollars.

(f) In addition to the fines set forth in this section, repeated violations of this article by a person who owns manages, operates, is a business agent of, or otherwise controls a place of employment may result in the suspension or revocation of any business license issued to the premises on which the violations occurred.

(g) Each day of a continuing violation of this article shall be considered a separate and distinct offense.

(h) Violation of this article is hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by law, and the City may take action to recover the costs of the nuisance abatement.

(Ord. No. 2008-8, § 8, 9-23-2008; Ord. No. 2010-10, §§ 1, 2, 6-22-2010)

Sec. 6-4-9. - Non-retaliation.

No person or employer shall discharge, refuse to hire, refuse to serve or in any manner retaliate or take any adverse personnel action against any employee, applicant, customer or other person because such employee, applicant, customer or other person takes any action in furtherance of the enforcement of this article or exercises any right conferred by this article.

(Ord. No. 2008-8, § 9, 9-23-2008)

SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2019.

Jimmy Carroll, Mayor

(Seal)

Attest:

~~Marie B. Copeland~~, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

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Kevin McVean
Factory Service Account Mgr.
ph: (352) 512-9416
mo: (352) 427-4599
kmcvean@e-one.com
kevin.mcvcan@revrtc.com

July 18, 2019

Isle of Palms Fire Department:

RE: E-ONE fire truck refurbishment

To whom it may concern,

95'
2003

Sole source
Tower 1002
Refurb

E-ONE is a leading manufacturer of mission critical vehicles for fire departments and municipalities throughout the US and around the world, having manufactured well over 36,000 units since 1974. E-ONE manufactures custom and commercial pumpers, tankers, aerial ladders and platforms, rescues of all sizes, quick attack units, industrial trucks, and aircraft rescue firefighting vehicles to meet the needs of fire departments, rescue/EMS squads, airports, Homeland Security agencies and the military.

E-ONE engineers and builds the complete vehicle – chassis, cab, body, and aerial device. And because E-ONE is a single source manufacturer, the customer's after sale needs are satisfied with just one call to their dealer (Safe Industries) or E-ONE for parts, service, warranty, training and manuals.

Our factory service center located in Ocala, FL is equipped to perform all work related to E-ONE manufactured vehicles. E-ONE recommends all work performed on any E-ONE manufactured vehicle to be performed by an authorized E-ONE repair facility with factory trained technicians. E-ONE is not responsible or liable for any unauthorized repairs to an E-ONE manufactured vehicle nor will they be liable for any progressive or related damages from said repairs.

As of November 1, 2018, E-ONE has re-located their service center operations to their Regional Technical Center (RTC) facility located in Ocala, FL. This facility currently is home to the Florida dealership operations. This move was needed not only to expand manufacturing capacity at the plant, but also to locate the existing service center operations in a facility that could best handle the service and maintenance. With its new location in the Ocala area, the Factory Service Center will still have access to the necessary resources (engineering and technical support) for our customer's needs.

Please feel free to contact me if you should have any questions.

Best Regards,

Kevin McVean



SAFE
INDUSTRIES

5031 Hwy 153
Easley, SC 29642

(864) 845-7175 (P)
(864) 845-7176 (F)



www.safeindustries.com



sales@safeindustries.com

Official Proposal for City of Isle of Palms

Battalion Chief Roger Eagle
City of Isle of Palms Fire Department
30 JC Long Boulevard
Isle of Palms, SC 29451

November 19, 2018

Chief Eagle:

The budget price for the Refurbishment of your 2003 E-One 95 ft. Aerial tower is \$655,000.00.

The price will be good until January 1, 2020.

The final invoice will be billed by E-One to the City of Isle of Palms.

This price is based on the specifications that are attached. Any changes to the specifications can affect price.

E-ONE warrants each factory service repair against defects in material and workmanship on *work performed only* unless otherwise specified under other manufacturer provided warranties.

Payment Terms – Full payment before the truck leaves the factory.

Optional Items Listed in the Specifications Options 1-5 on page 9 are included in the price of the truck.

E-One Warranty – E-ONE warrants each factory service repair against defects in material and workmanship on *work performed only*, provided the apparatus is used in a normal and reasonable manner. The warranty is extended only to the customer of the apparatus being repaired for a period of one year from the date of deliver to the customer.

Warranties for Optional Repairs:

Transmission If the transmission is removed and replaced with a remanufactured unit it will have a two (2) year limited warranty.

Engine Rebuild Warranty – One (1) Year Engine Warranty on components and labor used in the rebuild.

Harrison Generator – Warranty period for two (2) years or 2000 hours whichever comes first. There is an optional warranty available that will give you a total of five (5) years warranty.

Paint – Three (3) year prorated warranty

Aerial Structural Warranty- Five (5) years plus any that remain on the original warranty for the aerial when it was delivered.

Preconstruction and Final Inspection Trips

This price includes a preconstruction trip and final inspection trips to the factory for two (2) fire department personnel and the salesman to include reimbursement of your travel expenses in your fire department passenger vehicle, two (2) nights of lodging and meals.

(It does not include the cost for transportation cost to take the vehicle to and from E-One)

**

*PO amount \$600,000.00

** This includes \$55,577.00
in options we do not believe
will be required.



SAFE INDUSTRIES



5031 Hwy 153
Easley, SC 29642



(864) 845-7175 (P)
(864) 845-7176 (F)



www.safeindustries.com



sales@safeindustries.com

Safe Industries Convenience Plan

Warranty Plan – When possible all warranty repairs will be made at the fire department.

For the duration of the first year's warranty period, which begins on the date of delivery to the customer, all manufacturer covered warranty issues, as previously stated and in the Statement of Warranty of Factory Service Center Repairs document attached, will be taken care of by Safe Industries' service department as prompt as possible after being notified by the customer. Any Manufacturer approved warranty related issues, the customer will not be charged for any parts, labor or travel associated with the warranty claim.

If there are any issues where we can't repair an item covered by warranty at your station we will transport the truck with an experience CDL driver to and from your station to our service center to complete these repairs.

We cannot be held liable for any mechanical breakdowns while driving your truck such as failures to engine, transmission, rear end and front axles, tires, wheels, wheel bearings or fire pump related to the chassis while we are transporting the truck to and from the service center.

The fire department is responsible for making sure the proper fluid levels are in the vehicle before we operate it.

- *The fire department will be given copies of our Safe Industries Vehicle and Garage Keepers Liability Insurance Policy before we drive the truck.*
- *The city will need to provide us a copy of your vehicle insurance policy to make sure insurance coverage is in place on the truck before we drive the truck.*

Service Plan

Included in our proposal is a Preventative Maintenance Service Plan. Safe Industries' Service Plan includes a chassis preventative maintenance ("PM"), a pump PM and an NFPA pump test before the first year warranty period expires. The PM service includes changing all fluids and filters in the engine, transmission and fire pump.

If there are any questions concerning this proposal, please do not hesitate to call me.

Virgil Slagle

(803) 920-1399
vslagle@safeindustries.com

Safe Industries
E-ONE Apparatus Sales Representative
5031 HWY 153
Easley, SC 29642



1601 SW 37th Ave
Ocala, FL 34474
352-237-2999 fax

FACTORY SERVICE CENTER

Customer: Isle of Palms

Date of Quote: 9/21/2018

Address: PO Box 508

Quote expires: 11/20/2018

City: Isle of Palms

State: SC

Zip: 29451

Contact #:

County: Charleston

Prepared by: Kevin Mcvean

SO#: 126653 Dlr: Safe Industries

Project Summary: Refurbish 95' platform

Item#	Description
0-ML00	Recycle Platform. Original SO# 126653.
1-00-INS	Inbound inspection and pressure wash chassis.
1-100	Chassis dyno to verify proper engine/transmission operation. Includes oil analysis for engine/transmission.
1-10-1	Remove and reinstall radiator. Send out radiator and charge air cooler for clean, check, and evaluation. Replace all coolant hoses and low coolant probe with new. Replace recirculation shields with new.
1-10-2	Replace fuel system hoses and fuel sender in tank. Includes fuel filters.
1-10-3	Replace existing fuel tanks with new stainless steel tanks, including new stainless steel straps.
1-10-4	Add pull cable drains to all air tanks. Includes new auto drain valve for wet tank.
1-12-2	RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications. Include valve stem extensions for inside wheels on drive axles.
1-12-3	Engine air intake system. Includes inspection of all components and replacement of the air filter (K&N reusable), and all rubber intake hoses and both ambient temperature sensors with new.
1-12-4	Inspect all steering components. Replace assist cylinder, steering wheel, and input shaft boots. Includes testing of hydraulic system, and inspection of all mechanical joints. Additionally, hoses, fluid, and filter will be changed.
2-05-1	Replace both front cab fenderettes with new.
2-05-2	Replace grille with new.
2-05-3	Replace cab and body mounted grab handles with new. Material-Knurled anodized aluminum (Austin GR-002-AL-BRT-144)
2-05-4	Install stirrup steps below each cab door opening. Current design with open back. Forward steps not to reduce existing angle of approach.
2-05-5	Install new front bumper and gravel shield with new swing down center section for center hose tray. Includes new full width bumper tray with bottom slotted to allow drainage (Duradek) and raised diamond plate lid with chrome grab handle, stainless steel butterfly latches, and gas shock.
2-12-1	Replace existing interior engine cover in cab. The engine cover will consist of flexible skinned polyurethane foam trim on the engine cover surface. Includes (2) cup holders.

2-12-2	Replace and upgrade all cab interior upholstery, including visors. (C2) Color gray.
2-12-3	Install a new design cab ABS overhead dash and panels. New dash required with installation of new overhead A/C system. Note: New overhead dash eliminates the existing defroster fans and lanyard control for the air horns.
2-12-4	Existing cab HVAC system will be replaced with a new current production overhead HVAC system with a single roof mounted dual fan condenser. The unit will be mounted to the cab interior of the in a mid cab position, away from all seating positions. The unit will have four (4) discharge vents to the back area of the cab and six (6) discharge vent to the front. Two (2) additional large front vents will be provided for defogging/defrosting of the windshield. The minimum performance for the system is 55KBTU for A/C and 65KBTU for heat. The existing compressor, belt(s), and hoses will be replaced with new.
2-20-1	The driver's seat will be replaced with new Bostrom air ride suspension seat. Replacement seats will have gray Durawear upholstery.
2-20-2	Officer seat will be replaced with Bostrom air suspended SCBA seat with ABTS seatbelt and SecureAll SCBA bracket. Replacement seats to have gray Durawear upholstery.
2-20-3	Install (2) flip up rear wall SCBA seats with Zico ULLH brackets. Seats will be spaced 5"-6" apart.
2-20-4	High visibility red seatbelts for rear wall seats. (includes receivers)
2-25-1	Rebuild existing cab doors- Replace all door latches, handles, and window regulators, interior door panels, and lower interior door panel with smooth aluminum for chevron striping.
2-25-2	Replace cab engine insulation (exterior) with new current production rigid non-foil design. Install additional weld studs to secure insulation.
2-25-3	Replace existing cab interior floor matting with new.
2-32-1	Driver side cab wheel well medical cabinet approximately 42x22x28 divided into (2) areas. Includes external locking pan door painted job color and upper interior D&S cargo net secured with small metal quick release buckles. Cabinet includes exterior access for both tiers and interior access, only, for upper. Lower level exterior access is sealed off from upper level of compartment.
2-32-2	Officer side cab wheel well medical cabinet approximately 42x22x28. Includes external non-locking pan door painted job color and interior D&S cargo net secured with small metal quick release buckles. Cabinet includes (2) adjustable shelves.
2-32-3	Installed suspended map box with drop-down doors. Approximate size: 34"W x 9.50"H x 12"D. Offset map box to rear of vertical 3x3 extrusions and as low as possible. Front of map box flush with front of 3x3 extrusions. Finish: Gray Zolatone. Ref: SO142393.
3-05-1	Upgrade body doors. Includes new door latches and door holds will be replaced with new gas struts. Replace rear roll up door with new.
3-05-2	Replace pump panels with new (stainless steel). Includes new extrusions for valve controls and lighting. Panels will be finished with black Zolatone.
3-05-3	Install new rollerless slide out platform at right rear body below hose bed.
3-05-4	Install new rollerless slide out platform below the right side pump panel running board.
3-05-5	Overlay rear body to eliminate aluminum treadplate. Body to be smooth finish.
3-05-6	Rework right side body for smooth side panels.

3-05-7	Extend right side body flush to rear body. R4 compartment width will increase from 29" to 51". Hosebed capacity will increase to hold approximately 100'-125' of additional 5" LDH hose. Extend divider to 6"-12" from end of body. Includes hose rollers at the rear of the hosebed.
3-10-4	Heavy duty dark gray hose bed covers over supply hose bed with bungee type fasteners. Includes cargo net at the rear for retention.
3-10-5	Heavy duty dark gray hose bed covers over crosslays with bungee type fasteners. Includes cargo net at the rear for retention.
3-18-1	Replace existing front body mounted folding steps with new lighted folding steps.
3-18-2	Wheel Chocks 44" NFPA Compliant - Pair of Zico SAC-44. Up to 44" diameter tires. Includes mounting bracket. Locate below compartment L1.
3-18-3	Replace existing rubrail with current design to include 2" reflective tape applied to
3-18-4	Notch crosslay dividers for hand line nozzles.
4-10-1	Replace existing discharge gauges with new IC liquid filled gauges. Includes new master gauges.
4-10-2	Replace existing water tank gauge with new IC 10-LED SL series gauge package.
4-10-3	PSTank Level Strip-Light Pair Located: Upper panels on pump module. (one each side)
4-18-1	Rebuild existing Hale QMAX pump. Includes replacement of impeller shaft assembly kit with mechanical seal, shift cylinder seal kit, and bearing/seal kit for pump transmission.
4-18-2	Rebuild all existing discharge valves/aux. intake valves with genuine Akron rebuild kits including stainless steel balls. Rebuild intake relief valve. Replace discharge hoses and swivels with new.
4-18-3	Replace all bleeders and all snubber valves with new.
4-18-4	Replace existing master drain with new.
4-18-5	Install zinc pump anodes- (1) intake side, (1) discharge side. Includes new zinc strainers for steamers.
4-18-6	Install a push button switch on the pump operator's panel to active the air horns. Switch will be labeled 'EVACUATION ALERT'.
5-10-1	Perform electrical system inspection. Replace/repair any damaged wiring, connections and switches. Replace all door ajar switches with new.
5-10-2	Replace dash instrument cluster, and switches.
5-10-3	Install 12VDC power strip in cab (6 hot/6 ign) behind officer's seat. An ABS cover will be provided for protection of the power strip.
5-10-4	Replace batteries, ABS trays, and battery hold downs. Additionally, the main power mag switches will be changed and a fusible link will be added for main power circuit protection.
5-10-5	Replace existing cab/body electrical receptacles. Includes new covers and boxes. NEMA L5-20 receptacles.
5-10-6	Install an electric cord reel with 200' of 10/3 yellow cable. Location: Ceiling mount in new R4 compartment. Includes a Circle-D junction box with four (4) 3-wire NEMA L5-20 receptacles, a wall/floor mounting box (mount at final or ship loose), captive rollers mounted on the reel, and a rewind switch located in the compartment near the reel.
5-10-7	Replace both foot switches-Driver's and Officer's side
5-18-1	Install a new FireTech 72" brow light with integrated marker lights on forward cab brow. Replace lower cab marker lights with new LED lights.

5-18-2	Upgrade body marker lights to LED. Includes five (5) red rear rubrail lights, two (2) amber mid-body marker/turn rubrail lights, two (2) amber mid-body marker rubrail lights, two (2) upper red TL mdl 15 lights, and one (1) tag light.
5-18-3	Rear tail light package with Whelen M6 LED. (stop/tail, populated arrow turn, back up) Lights will be mounted horizontally in individual chrome bezels. Includes M6 LED directional lights above the bezels on the front of the cab.
5-18-4	Install new Whelen TAM83 LED traffic advisor light on upper rear body.
5-26-1	Warning light. Roto Ray LED with (2) red and (1) clear lights. Locate on front of cab centered below windshield.
5-26-2	Lower level Whelen M6 LED light package. Ten (10) red M6 LED series (with clear lenses)- Front turn signal bezel (two pair), cab canopy panels (pair), body fender panels (pair), and rear body above tail lights (pair). Two (2) red TIR3 LED light heads. Located in rubrail below L6/R4 compartments.
5-26-3	Replace cab mounted light bars. Two (2) Whelen Mini Freedom 21" with clear lenses forward facing. Two (2) Whelen Mini Freedom 21" with clear lenses mounted above the crew door-side facing.
5-26-4	Whelen Ultra Freedom Micro Edge LED (PR) model MCFLED red lens with red LEDs passenger side, amber on driver's side. Location rear upper body on aerial style brackets.
5-32-1	Warning/Scene light Whelen M9V2RC Super LED (pair) red with clear lenses. Located sides of gravel shield.
5-32-2	Replace existing Federal GH scene lights with new Whelen M6 LED scene lights (pair) mounted on cab canopy panels. Mounted in chrome flanges. Note: Lights need to activate with cab door open and switch in cab.
5-32-3	Replace rear back of cab pole lights (2) with new Whelen Pioneer PFP2 LED pole lights.
5-32-4	Replace bulbs in rear body deck lights with new PAR-46 drop in LED bulbs. Lights will be switched with park brake & reverse.
5-38-1	Amdor stand alone LED strip lighting in compartments. (both sides). Excludes ladder tunnel.
5-38-2	Replace existing ground lights with new LED lights.
5-38-3	Replace existing step lights with LED lights.
5-38-4	Install Tecniq E10 LED pump panel lighting.
5-38-5	LED dome light package. Two (2) Whelen 6" red/white LED interior light will be mounted in the front area of the cab and two (2) will be mounted in the crew area. The white lights will activate with each adjacent door or manually activated with a manual switch mounted on the light head. The red lights are individually activated with a manual switch mounted on the light head.
5-42-1	Chrome fire bell with eagle. Location: Officer's side front cab corner.
5-42-2	Federal PA300 electronic siren recessed mounted in cab Location: TBD. Includes (1) Federal TS100 through bumper speaker with E-ONE grille. Location: Officer's side.
5-42-3	Federal Rumbler secondary siren. Includes amp, timer, and two speakers mounted under vehicle with heavy duty brackets. Includes control switch in cab.
5-50-1	Setcom intercom kit to include a intercom model M-950W4, two (2) wireless adapters (driver/officer) and two (2) plug in modules shall be installed within the cab. Headsets not included.
5-50-2	Setcom wireless headset with base. Two (2) model CSB-900W3 radio transmit capable.
5-50-3	Setcom headset. Two (2) model CSB-901 intercom only.

5-50-4	Install a Federal Signal backup camera system. Includes a 7" LCD monitor in the cab (1) rear body mounted camera, and (2) side cameras mounted ahead of the front cab doors. The rear camera will be activated when shifted in reverse. The side cameras will be activated with the corresponding turn signal activation.
5-60-1	A Kussmaul Auto-Charge 1200 battery charger, and air compressor will be installed. The battery charger has an output of 0-40 amps @ 12 volts DC and an input current requirement of 10 amps @ 120 volts AC. A Kussmaul 120 VAC air compressor will be installed with the on-board charger. Both the on-board charger and air compressor will be powered through the same auto-eject shore line connection. Includes Auto Drain.
5-60-2	Blue Sea Sure-Eject 20 amp shore power receptacle located outside driver's door next to handrail with a red cover. The new receptacle will be mounted at the existing driver's side cab location on a stainless steel plate for improved access and serviceability.
6-00-1	An aerial upgrade will be performed according to the following specification. Prior to disassembly the ladder sections will be tested to ensure hardness and twist are within tolerance. Vertical bearing clearance will be checked to verify it is within tolerance. The aerial will be removed and disassembled.
	***Breathing Air System- All hoses, regulator(s), filter(s), switches, guides, alarm, and any decals will be replaced with new. Cylinder(s) will be removed, tested and painted.
	***Hydraulics- All aerial hydraulic cylinders will be removed and rebuilt; the cylinders will be painted (upper cab color) before installation. All hydraulic hoses located in the base section and turntable will be replaced with new. New current design aerial control valves will be installed. The hydraulic pump and emergency pump(s) will be replaced with new. All hydraulic fluids and filters will be replaced with new.
	***Electrical- All wiring harnesses from the turntable to the tip of the fly or platform will be replaced with new. The original lighting and intercom will be replaced with new (current design). Switches, sensors, and hour meter will be replaced with new.
	***Extension System- The trolley system will be inspected for proper operation lubricated and adjusted as required. All cables, cable wear pads, load transfer pads, sheave wheel bearings, and pins will be replaced with new.
	***Ladder- Ladder sections will be stripped and inspected. Minor repairs to sections will be made. Sections will be acid washed and re-swirled. New heat strips will be
	***Platform- The entire platform will be disassembled and inspected. ATP panels, steps, catwalk material, water curtain, nozzles, door bumpers, dock bumpers and butterfly valve will be replaced with new. The discharge valve(s) will be rebuilt (if applicable). The basket will be acid washed and re-swirled prior to reassembly.
	***Turntable/Rotation System- The rotation bearing and gears will be inspected for proper operation lubricated and adjusted as required. The bearing seal will be inspected and repaired. The rotation drive will be inspected for proper operation, oil will be drained and refilled with new oil per specifications. Idler gear bushing/pin inspected and repaired. All spherical bearings on turntable and ladder will be replaced with new . The control console located on the turntable will be removed and replaced with a new console including current production style controls and valves. The base section aerial mounting weldment and turntable will be inspected and painted. Steps, Gatorgrip and trim will be replaced with new.

	***Waterway- The upper and lower waterway will be replaced with new current production style. Waterway drain valve and relief valve will be replaced with new. The existing monitor will be replaced with a new Akron StreamMaster II monitor with 5177 master stream nozzle. Electric monitor controls and battery will be replaced with new.
6-00-2	Option: Install (2) Whelen Pioneer PCH1P LED combination flood/spot light in place of the existing center front MOD1 lights at the front of the basket. Lights to be switched from the cab.
6-00-4	Option: Upgrade Havis Magnafire top raise pole light at left rear of platform to Whelen PFP2AC LED flood light.
6-00-5	Option: Upgrade Havis Magnafire top raise pole light at right rear of platform to Whelen PFP2AC LED flood light.
6-00-6	Ladder climbing lights Luma-Bar Pathfinder LED strip for 95-Platform and HP100 Platform (one side). Color: Red (base) / White (2nd) / Blue (fly).
6-10-1	The jackleg system will be disassembled and inspected. A four (4) jackleg system upgrade will be performed according to the following specification. All hydraulic jack leg cylinders will be removed and rebuilt; the cylinders will be painted before installation. All jack leg pins, bushings and bearings will be replaced with new. The existing jack leg weldment(s) will be modified as required for the installation of a new electric over hydraulic jack deployment control system. The jackleg weldment(s) will be sandblasted and re-painted. New nylatron and bronze pads will be installed in each jack leg assembly. A new electric over hydraulic jack deployment system will be installed. The existing chassis hydraulic system will be removed and a new system that will include all required electrical harnesses, valves, and hydraulic hoses. Jackleg controls will include lighted guards. The hydraulic reservoir will be drained, thoroughly flushed, and new ball valves installed. New jack leg covers (material-TBD) and warning lights (LED) shall be installed. The jack leg system will then be reassembled, reinstalled onto the chassis and proper adjustments made. Jacklegs will be striped with chevron reflective striping to match the rear body. The reflective tape will be visible from the front and rear of the unit. The unit will be third party tested and certified to the standard that was in affect at the time the unit was originally manufactured.
8-05-1	Replace all warning tags and logos. Change seating capacity tag to 4.
8-20-1	Repaint cab-(2) tone. (paint code-Sikkens FLNA3626 red lower/DOD13:LAU gray granite upper). Includes removal and reinstallation of all necessary components, lights, trim, etc., strip/build doors, inspect all hardware, replace all seals, reweld all minor cracks in cab structure and doors, all minor body work, remove and treat any existing corrosion.
8-20-2	Repaint body-Single color. (paint code-Sikkens FLNA3626 red). Includes removal and reinstallation of all necessary components, lights, trim, etc., strip/build doors, inspect all hardware, replace all seals, reweld all minor cracks in body structure and doors, all minor body work, remove and treat any existing corrosion.
8-20-3	Strip cab interior and prep interior for refinish with gray Zolatone
8-20-4	Zolatone gray finish: body compartments, and door pans. Weld all un-used holes in compartments before Zolatone.
8-30-1	Polish all remaining treadplate.
8-30-2	Polish outer rim surfaces of wheels.
8-48-1	Red, White and Blue (NFPA 1901 Waver Required) Reflexite V98 striping positioned in the "A" formation located on the cab door panels.



Statement of Warranty

1 YEAR

FACTORY SERVICE CENTER REPAIRS

E-ONE, (the "Company") warrants each factory service repair against defects in material and workmanship on **work performed only**, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the customer of the apparatus being repaired for a period of one year from the date of delivery to the customer.

E-ONE's obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship. This obligation covers only those parts which had work performed during the course of repairing the apparatus.

The company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location is the responsibility of the user-purchaser.

The E-ONE warranty shall not apply to:

1. Major components or trade accessories such as purchased or rebuilt chassis, engines, tires, pumps, signaling devices, or batteries that have a separate warranty by their respective manufacturer, or re-builder, or to ancillary equipment used in fire fighting.
2. Normal adjustments and maintenance services.
3. Replacement of consumable parts including, but not limited to; filters, lubricants, belts, light bulbs, wiper blades, brake linings and brake pads.
4. Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by E-ONE, INC...
5. Any apparatus, which shall have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the unit's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.
7. Loss of time or use of the vehicle, inconvenience or other incidental expenses including towing and cost of a loaner vehicle.

Nothing contained in this warranty shall make E-ONE, INC. liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the vehicle has the capacity to perform any functions other than the specifications utilized in repairing of the vehicle.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

Sales Administrator: _____

Chief: _____

Shop order number: _____

Returned to service date: _____

Office of the Sheriff



County of Charleston

Sheriff J. Al Cannon, Jr.

July 29, 2019

Chief Kevin Cornett
Isle of Palms Police Department
30 JC Long Blvd
Isle of Palms SC 29451

Dear Chief Cornett:

Enclosed are two original Law Enforcement Mutual Aid Agreements between Isle of Palms Police Department and the Charleston County Sheriff's Office signed by Sheriff Cannon.

Please sign both copies, return one to CCSO and keep the other for your files.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan P. Singleton".

Susan P Singleton
Executive Secretary
to the Sheriff

Enclosures

Administrative Office

3691 Leeds Avenue
N. Charleston, SC 29405
~ Sheriff ~
Voice (843) 554-2230
Fax (843) 554-2243

Law Enforcement Division

3691 Leeds Avenue
N. Charleston, SC 29405
~ Patrol ~
Voice (843) 202-1700
Fax (843) 554-2234

Al Cannon Detention Center

3841 Leeds Avenue
N. Charleston, SC 29405
Voice (843) 529-7300
Fax (843) 529-7406

Judicial Center

100 Broad Street, Suite 381
Charleston, SC 29401
Voice (843) 958-2100
Fax (843) 958-2128

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This agreement is made and entered into this _____ day of _____, 2019 by and between the **CHARLESTON COUNTY SHERIFF'S OFFICE** and the **CITY OF ISLE OF PALMS, SOUTH CAROLINA**.

WHEREAS, the Law Enforcement Assistance and Support Act, S.C. Code Ann. §23-20-10, et seq., provides for agreements to be entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement; and

WHEREAS, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing body of each concerned county, incorporated municipality, or other political subdivision of this State, except that a County Sheriff, as an elected official whose office was created by the Constitution and general law of this State, is not required to seek approval from the Sheriff's governing body in order to participate in said mutual aid agreements; and

WHEREAS, the Charleston County Sheriff's Office and the City of Isle of Palms desire to enter into such an agreement for all proper purposes provided for in the Law Enforcement Assistance and Support Act; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorder, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter typically handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of replying agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the S.C. Constitution and the statutory and common law of this State, officers acting pursuant to this agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other law enforcement activity for which the agreement is drawn. This agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

3. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

A request for assistance may be made by any agency head or on-duty supervisor as deemed prudent and necessary. Replying officers shall acknowledge their response to render aid as requested, and exert their best efforts to cooperate with and aid the requesting officer or agency. Replying officers shall report to the officer in charge of the requesting agency and shall be subject to the lawful orders and commands of that officer. Requests for aid and assistance pursuant to this agreement may be made by radio, telephone, fax, email, or in a written memorandum.

4. EQUIPMENT, FACILITIES, AND COMMUNICATIONS

Each party shall be responsible for the maintenance of its own equipment and shall supply necessary equipment for its law enforcement officers. The requesting agency will provide necessary facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed to by the Parties. Radio communications shall be on a mutually agreed channel, as may vary upon the specific operation or incident, and in accordance with established dispatch protocols.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed between the parties in writing, each party shall maintain control over its personnel. Except as otherwise agreed between the parties in writing, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding or assisting officer. These officers' compensation and benefits shall continue to be paid by the agency where they are permanently employed.

7. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

8. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

9. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

10. FREEDOM OF INFORMATION ACT

Each party is responsible for compliance with the South Carolina Freedom of Information Act as may pertain to requests for records and materials in the respective law enforcement agency's control.

11. SEVERABILITY

Should any provision of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

12. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

13. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

14. TERMINATION

This agreement may be terminated at any time upon thirty (30) days written notice to the other party to this agreement.

15. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year and term to term unless a party exercises its right to terminate as provided herein.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

**CHARLESTON COUNTY
SHERIFF'S OFFICE**



Sheriff J. Al Cannon, Jr.

Date: 7/26/2019

CITY OF ISLE OF PALMS

Kevin Cornett
Chief of Police

Date: _____

Approved:

Desirée Fragoso
City Administrator

Date: _____

*Attach copy of Council resolution
approving Agreement

LAW ENFORCEMENT VEHICLE INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cut Off Date	Base Price
LE-3: Police Sedan - Hybrid Drivetrain	WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS			
LE-4: Police Sedan, Intermediate, Rear Wheel Drive, Pursuit Package Dodge Charger Pursuit - LDDE48	11/27/18 - 10/31/19		8/6/19	\$22,539.00
LE-6: Pursuit-rated 1/2 ton Pickup, 4x4, Crew Cab Ford 150 Police Responder - W1P	11/1/18 - 10/31/19			\$33,711.00
LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive Dodge Durango PPV - WDEE75	11/1/18 - 10/31/19		4/10/19	\$28,267.00
LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel Chevrolet Tahoe PPV - CC15706	11/1/17 - 10/31/18	11/1/18 - 10/31/19	3/20/19	\$32,734.00

LE-6: Pursuit-rated 1/2 ton Pickup, 4x4, Crew Cab

Contract Number: **4400019827**

Contractor: **Santee Automotive LLC**

Initial Contract Term: 11/1/2018 - 10/31/2019

Address: PO Box 5391
West Columbia, SC 29171

Contract Rollover Dates: TBD TBD

Vendor #: 7000214142

Order Cut Off Date: **7/3/2019**

Contact: **Scott Watford**

Model:
 Ford 150 Police Responder - W1P

Email: scott@tracsconsult.com

Commodity Code: 07105

Telephone: **803-386-9651**

Delivery Days ARO: 120

Fax: **803-678-4297**

BASE PRICE \$33,711.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

<i>Auxiliary Power Connection (per state std. spec.)</i>	\$125.00
<i>Bed Cover, hard folding</i>	\$976.00
<i>Spray-in Bedliner</i>	\$465.00
<i>Tow Package (per state spec)</i>	\$49.00
<i>Winch - (per state spec)</i>	\$1,768.00
<i>Bluetooth/Hands Free Calling</i>	Factory Standard
<i>Officer Alert (aka: Officer Protection Package, Surveillance Mode, etc.)</i>	Factory Standard

Optional Deductions

<i>Delivery Fee (Per Vehicle)</i>	\$50.00
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Delivery Information

Delivery Distance Included in Delivery Fee	114 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$0.44

[Return to Index](#)

ISLE OF PALMS POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2019

SIGNIFICANT DEPARTMENTAL ACTIONS

- * IOPPD welcomes new Police Chief Kevin Cornett.
- * The Coffee with a Cop/Meet the Chief Event held June 25th had a great turnout.
- * Four subjects were arrested for a string of Golf Cart Thefts and Vandalism.
- * Patrolman Graham graduated from the SC Criminal Justice Academy June 14th.

Category	JUNE 2019	JUNE 2018	YTD 2019	YTD 2018
Calls for Service	2842	4623	19501	24484
Traffic Violations	58	131	231	830
Parking Violations	1310	2085	4463	4694
Traffic Collisions	11	20	52	49
DUI Arrests	2	4	6	7
Arrests	48	38	119	167
New Cases / CID	13	25	76	100
Cases Closed / CID	12	16	67	81
Training Hours	287	135	1311	1181
Livability Cases	12	100	136	310
Coyote Sightings	0	7	27	71

<u>OFFENSE TYPE COMPARISON</u>				
Offense Type	JUNE 2019	JUNE 2018	YTD 2019	YTD 2018
Burglaries	1	1	10	5
Assaults	4	5	8	18
Motor Vehicle Thefts	8	3	14	4
Thefts from Motor Vehicles	1	0	11	4
Larcenies	4	11	16	28
Fraud	2	2	6	18
Alcohol Offenses	9	5	28	14
Drug Offenses	6	7	16	38
Weapon Offenses	0	1	0	2

ISLE OF PALMS POLICE DEPARTMENT

MONTHLY REPORT

JULY 2019

SIGNIFICANT DEPARTMENTAL ACTIONS

The Police Department participated in the annual Fourth of July Golf Cart Parade.
Department staff maintained traffic and crowd control for the annual Fireworks Display on July 4th.
Officer Anderson, Officer Graham and FTO Sanders took their Oath of Office on July 23rd.

Category	JULY 2019	JULY 2018	YTD 2019	YTD 2018
Calls for Service	2762	5012	22263	29496
Traffic Violations	36	161	267	991
Parking Violations	1221	1741	5684	6435
Traffic Collisions	12	16	65	65
DUI Arrests	1	3	7	10
Arrests	21	49	140	209
New Cases / CID	21	24	107	121
Cases Closed / CID	10	27	77	108
Training Hours	184	34	1495	1216
Livability Cases	6	69	179	379
Coyote Sightings	0	9	34	80

<u>OFFENSE TYPE COMPARISON</u>				
Offense Type	JULY 2019	JULY 2018	YTD 2019	YTD 2018
Burglaries	2	2	12	7
Assaults	1	8	13	26
Motor Vehicle Thefts	1	0	15	4
Thefts from Motor Vehicles	3	1	14	4
Larcenies	11	8	30	36
Fraud	0	5	6	23
Alcohol Offenses	4	10	35	23
Drug Offenses	4	5	22	43
Weapon Offenses	0	0	0	2