

City Council
6:00 p.m., Tuesday, April 23, 2019
Council Chambers
1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **INTRODUCTION OF MEETING** and notification that members of the press and public were duly notified in accordance with the Freedom of Information Act.
A. Invocation B. Pledge of Allegiance C. Roll Call
2. **READING OF THE JOURNALS OF PREVIOUS MEETINGS**
Regular meeting of March 26, 2019
Special Meeting of April 2, 2019
3. **CITIZENS' COMMENTS**

Request for a City-sponsored event from HGTV for filming on the beach on Thursday, May 2nd from 10:00 a.m. until 12:30 p.m. for an upcoming episode of *House Hunters*

Thomas & Hutton presentation of IOP Sewer Expansion Master Plan
4. **REPORTS FROM STANDING COMMITTEES**
 - A. **Ways and Means Committee**
 1. Award of a contract to Munnerlyn Pyrotechnics in the amount of \$25,000 for July 4th fireworks display (Pg. 28, In 255 - State ATAX, General Government, Programs/Sponsorships, July 4th fireworks - \$35,000)
 2. Award of a contract to Lee and Associates to act as the City's real estate consultant relative to the RFP for the marina restaurant in the amount of six (6%) of the gross lease value payable at lease execution
 3. Approval of Change Order to Civil Site Environmental in the amount of \$13,136.54 for labor and materials to adjust the depth of a section of the pipe adjacent to the Morgan Place Drive within Wild Dunes (Pg. 42, In 101 – Public Works Special Projects, Complete Phase II Drainage - \$1,125,000 from Capital Projects and \$375,000 from Muni ATAX)
 4. Award of a contract to Ravenel Ford in the amount of \$32,738 for the purchase of one Ford F150 pickup truck for the Fire Department (Pg. 25, In 113 – Muni ATAX, Fire Department, Replace 2010 pickup truck - \$34,000)
 5. Approval of a change order from Thomas & Hutton in the amount of \$13,000 to cover their costs meeting expenses (Pg. 23, In 54 – Capital Projects Fund, Public Works Drainage Contingency, drainage outfall improvements - \$400,000)
 6. Approval of an expenditure not to exceed \$8,500 for the purchase and installation of a water fountain and bottle filling station at Front Beach (Pg. 26, In. 133 & 138 - Muni ATAX, Front Beach, Maintenance/Service Contracts & Misc.)
 7. Approval of implementation of a 3% franchise fee on the IOP Water and Sewer
 8. Award of a contract to Benson Ford for one Ford Interceptor sedan with all-wheel drive in the amount of \$24,990 (the City has received \$17,000 in insurance from other driver; City's outlay is \$7,990)
 - B. **Public Safety Committee**
 - C. **Public Works Committee**
 - D. **Recreation Committee**
 - E. **Personnel Committee**
Consideration of Candidate for the position of Chief of Police
 - F. **Real Property Committee**
 1. Consideration of request by homeowner for a Quit Claim Deed from the City for unopened portion of 33rd Avenue, 2,532 sq. ft.
 2. Consideration of request by landowner for the City of Isle of Palms to modify covenants and restrictions related to lots 54/55 between 34th and 35th Avenue to conform to intent of the parties and consistent with previous action of City Council on similarly situated lots.

3. Consideration of notification to Tidal Wave Watersports that the City has no intention to exercise the lease renewal option of existing lease

5. REPORTS FROM CITY OFFICERS, BOARDS AND COMMISSIONS

- A. **Accommodations Tax Advisory Committee** – no meeting March
- B. **Board of Zoning Appeals** – minutes attached
- C. **Planning Commission** – minutes attached

6. REPORTS FROM SPECIAL OR JOINT COMMITTEES – None

7. PETITIONS RECEIVED, REFERRED OR DISPOSED OF – None

8. BILLS ALREADY IN POSSESSION OF COUNCIL

- A. **Second Reading of Ordinance 2019-05** – An Ordinance Amending Title 7, Chapter 1, Business Licenses, of the City of Isle of Palms Code of Ordinances, Regarding the Increase of Short-Term Rental License Fees
- B. **Second Reading of Ordinance 2019-06** – An Ordinance Amending Title 3, Public Works, Article A, Stormwater Management Utility
- C. **Second Reading of Ordinance 2019-07** – An Ordinance Amending Title 5, Planning and Development, Chapter 4, Zoning, Article 2, District Regulations
- D. **R.2019-01 – A Resolution to increase Franchise Fees with Comcast from 3% to 5%**
- E. **R.2019-02 – A Resolution to increase Building Permit Fees**

9. INTRODUCTION OF NEW BILLS, RESOLUTIONS AND PROCLAMATIONS

ORDINANCE 2019-08 – An Ordinance to Establish the Standards for the Placement of Small Wireless Facilities in Covered Areas of the City of Isle of Palms, South Carolina; and for other purposes.

ORDINANCE 2019-09 - An Ordinance Amending Title 8, Motor Vehicles and Traffic, Chapter 2, Stopping, Standing and Parking of Vehicles, Article A, Standard Provisions

ORDINANCE 2019-10 – An Ordinance to Raise Revenue and Adopt a Budget for the City of Isle of Palms, South Carolina, for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020

10. MISCELLANEOUS BUSINESS

Next Meeting Date – 6:00 p.m., Tuesday, May 21, 2019 in Council Chambers

11. EXECUTIVE SESSION – if needed

Upon returning to open session, Council may take action on matters discussed in Executive Session

12. CONCLUSION/ADJOURNMENT

CITY COUNCIL

6:00 p.m., Tuesday, March 26, 2019

The regular meeting of the Isle of Palms City Council was held at 6:00 p.m., Tuesday, March 26, 2019 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, and South Carolina. Present for the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Moye, Rice Smith and Ward, Mayor Carroll, Interim Administrator Fragoso, Attorney Copeland and Clerk Copeland; a quorum of Council was present to conduct business.

1. Mayor Carroll 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. Following the invocation and the Pledge of Allegiance, Clerk Copeland called the role.

2. Reading of the Journal of the Previous Meeting

MOTION: Councilmember Bell moved to approve the minutes of the regular meeting of February 26, 2019 as submitted, and Councilmember Rice seconded.

Councilmember Smith asked for an addition to the minutes on page 4, the first paragraph saying, "The delay in Second Reading for Ordinance 2019-04 was to allow the City to talk with Front Beach business owners about the proposed expansion of packaging restrictions."

VOTE on Amended Motion: The motion PASSED UNANIMOUSLY.

3. Citizens' Comments

Interim Administrator reported that the VFW and the 14th Airlift Squadron have withdrawn their request after realizing that some issues needed to be resolved before they could hold it; the City will see another request from them in the coming months.

Michael Fiem of Tidal Wave Watersports said that he was unable to attend last week's Ways and Means Committee meeting but has listened to the audio that is on-line, and he wanted to clarify certain issues. He stated that he was notified in the fall of certain violations, out of compliance issues, that he was totally unaware existed, and the Tidal Wave staff has been working with DHEC/OCRM to bring their business into compliance. He recalled that he asked the representatives why he was being cited and not the City, and he was told repeatedly that it was their responsibility because it their business, their jet skis, etc. He said that was why he had not come to the City when they received the out-of-compliance notice. Mr. Fiem indicated that the Maintenance and Operations Manual has been completely updated except for the survey, and he called Kirby Marshall of ATM since ATM was working with the City to permit the marina docks for the rehabilitation project. It was around this time that he started the dialogue with Interim Administrator Fragoso, and only recently was he informed of the encroachment into the one hundred twenty-five foot setback established by the Army Corps of Engineers. He reiterated that he wanted to work with the City on these issues, but he also wanted the City to work with him.

Henry Hagerty, 106 Forest Trail Circle, stated that he had emailed all members of Council about the proposed subdivision on his street. Commenting that the subdivision was considered a "done deal," he asked who the keeper of the laws and the codes was. He said that codes and/or laws existed for flooding and for one point four acres (1.4 acres). He also commented that the Planning Commission was great, but he opined that they should not be as independent as they are and

that he would prefer to see Council take back some of the control of the Planning Commission. He has been told that the proposed new lots will have forty percent (40%) of non-permeable surface, but Mr. Hagerty noted that with the king tides, the heavy rainfalls, the rising sea level and the rising water table on the island, forty percent (40%) might be too much and, in his opinion, even dangerous.

Howard Hogue, 445 Fetterbush Drive, Moncks Corner, aka Beach Santa, reported that, in July of 2018, he was asked to document what he takes off the beach. In 2018 he made thirty-four (34) trips to the beach and removed two hundred seventy-nine (279) straws and stirrers, five thousand one hundred thirty-eight (5,138) cigarette butts and seven hundred forty-four (744) articles of Styrofoam for a total of ten thousand two hundred eighty-three (10,283) pieces of litter from the beach between the Windjammer and 21st Avenue. In two and a half (2½) months in 2019, he has removed four hundred twenty-six (426) straws and stirrers, five thousand five hundred twenty-three (5,523) cigarette or cigar butts and seventy-six (76) articles of Styrofoam for a total of eleven thousand one hundred thirty-eight (11,138) pieces of litter. He said that he likes to make things better than when he found it. He concluded by saying that he hoped Council would do the right thing and expand the plastics ordinance later in the meeting and said, "Clean looks nice."

Albert George of the South Carolina Aquarium stated that the Aquarium partnered with the City on eleven (11) one-hour (1 hr.) sweeps and accumulated twenty-three thousand one hundred two (23,102) items of litter. Of that number, approximately fifty-one hundred were plastic items and almost eighty-four hundred (8,400) were cigarette or cigar butts. He concluded saying, "it was great to be back where it all started;" the Isle of Palms was the first community in the state "to take a stand." He also thanked Mayor Carroll for his representing the Lowcountry before the State legislature about the harm being done to marine creatures and the waterways by plastic items.

Katrina Limbic, 5 Duck Lane, was one (1) of the founders of the IOP Cleanup Crew which developed last summer from a grassroots effort to fight litter on the beach. She stated that seventy-six percent (76%) of the items they removed from the beach were plastic or cigarette butts; she noted that cigarette butts were the most littered item in the world and take up to ten (10) years to decompose. She stated that the Isle of Palms has been the leader for this type of changes and urged Council to consider the data when they talk about expanding the plastics ban ordinance.

4. Reports from Standing Committees

A. Ways & Means Committee

Reporting on the meeting of March 19th, Councilmember Ward said that the first item of business they discussed was the proposal from ATM in the amount of sixty-five hundred dollars (\$6,500) to acquire the necessary permit(s) to bring the Tidal Wave dock into compliance with regulating agencies and to have the permits(s) issued to the City of Isle of Palms as the owner of the marina. Kirby Marshall of ATM attended to answer questions or provide clarifications as needed. He stated that the discussion was quite lengthy, but he found certain parts to be noteworthy, and they were as follows:

- The City was informed recently that the Tidal Wave dock was out of compliance with both DHEC/OCRM and the Army Corps of Engineers and that the most recent permit issued for the dock was dated in 1995; and
- According to the Interim Administrator, the City had two (2) options. i.e., (1.) to submit a permit application in the name of the City of Isle of Palms for the dock as it is configured

today or (2.) to make the necessary modifications to the dock for it to be compliant with the 1995 permit.

The next step would be to submit the permit application for the rehabilitation of the marina docks rehabilitation and to submit a separate permit application for the Tidal Wave dock with the updated Operations and Maintenance Manual. The Real Property Committee voted unanimously to submit two (2) permits, and the permit application for the Tidal Wave dock was to be submitted in the name of the City and in its current configuration.

Since the City has been told that the permitting process would take ninety to one hundred twenty (90 – 120) days, meaning that the permits would not be permitted until September. The City, then, has a non-compliant dock and must tell its tenant Tidal Wave that they must operate within the limits of the 1995 permit. Mr. Marshall reported that he reached out to the Corps of Engineers last week to discuss the encroachment of the dock, and he was told that a variance could possibly authorize that structure since the encroachment was so limited.

Matt and Cindy DeAntonio were the residents at 210 Forest Trail; he stated that they had worked toward acquiring the Flood Mitigation Grant since 2016 and were notified in December 2018 that they would receive the award.

General Fund revenue through February 28th was seventy percent (70%) collected, and General Fund expenditures were at fifty-seven percent (57%) of budgeted expenditures; the target for the end of February was sixty-two percent (62%). All departments were within the target except for Mayor and Council that was above due to a timing difference. The Capital Projects fund has seen less activity than the FY19 budget predicted; the Treasurer stated that the completed projects were Drainage Phase 2, the underground storage tanks, a garbage truck, renovations to the Public Works structure, the gym floor and the Eadie's ditches clean out. Projects not done this year will be reallocated to FY20. She stated that the forecasted year-end positive net result in the General Fund will be eight hundred sixty-two thousand dollars (\$862,000) which will be rolled into the Capital Projects Fund for FY20, until Council makes its final decision on its disposition. Cash in the bank at the end of the month was approximately eighteen million six hundred thousand dollars (\$18,600,000) with seventeen million four hundred thousand dollars (\$17,400,000) invested with the LGIP with an interest rate of 2.4288%. Business Licenses and Building Permits revenues continue to outperform the budget FY20. The Treasurer stated that as of today the Fire Department overtime was within budget and should remain so because overtime caused by military leave, FMLA and light duty issues have ended. Treasurer Suggs also noted that nine hundred forty thousand dollars (\$940,000) was included in the FY19 budget for the remediation of the Public Safety Building; current projections are that only half of that money will be spent in this fiscal year, and the balance will be rolled into the FY20 budget. In reviewing the pie charts, the Treasurer commented that the circles were equal and that one (1) represented the various sources of revenue while the other represented expenditures. She pointed out that Property Taxes and Other Licenses collected for insurance and utilities were paid by property owners meaning that half of the City's General Fund revenues were paid by property owners. The Phase II Drainage Project was winding down and the February expenditures were for invoices from Civil Site Environmental for professional services in excess of the contract. The Phase II Drainage Project was winding down and the February expenditures were for invoices from Civil Site Environmental for professional services in excess of the contract.

1. Approval of a Change Order from Thomas & Hutton in an amount not to exceed \$7,500 for the surveying, engineering and design for a drainage improvement on Tabby Lane (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$70,000)

MOTION: Councilmember Rice moved to approve the Change Order from Thomas and Hutton for the surveying, engineering and design for a drainage improvement on Tabby Lane; Councilmember Smith seconded.

Mayor Carroll recused himself from the discussion and vote because he was a resident of Tabby Lane.

Councilmember Kinghorn asked if the City had a prioritized list of the drainage projects, and, if so, where did this issue appear on it.

Interim Administrator Fragoso stated that such a list did exist, but it was not published; she anticipated getting a better list from Thomas and Hutton after they complete their investigative work in the basins. She also took the opportunity to remind Council that this project was the one (1) where the residents were paying for the construction after the City paid for the engineering and design.

VOTE: The motion PASSED UNANIMOUSLY.

2. **Award of a contract to Eadie's in an amount not to exceed \$30,000 for emergency repairs to Marginal Road** (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$70,000)

MOTION: Mayor Carroll moved to award a contract to Eadie's in an amount not to exceed \$30,000 to perform emergency repairs to Marginal Road; Councilmember Moye seconded.

Councilmember Rice recalled from the Committee meeting that staff was going to contact Charleston County to see perhaps they could put the work at a lower cost to the City.

Interim Administrator Fragoso has spoken to the County and their workload was such that they could not do the work for two to three (2 – 3) months, and the situation on Marginal must be addressed before the road collapses. The City will get a quote from the County and make its decision based on who could deploy first.

VOTE: The motion PASSED UNANIMOUSLY.

3. **Acceptance of the award of a Flood Mitigation Grant through SC DNR in the amount of \$294,244.20 to elevate 120 Forest Trail**

MOTION: Chair Ward moved to accept the grant award, and Councilmember Bell seconded.

A key factor in receiving this grant was that the home must have been flooded multiple times and experienced serious damage to the house and property; these properties are on a list maintained by FEMA. The property owners are notified annually that their property is on the list each year along with programs open to them.

The Mayor noted that the DeAntonios have filed four (4) claims with FEMA in recent years and worked very hard to get this grant; the City will not incur any expense, but serve as the pass-through for funds to them as the work is done.

VOTE: The motion PASSED UNANIMOUSLY.

4. **Award of a contract to Rahman's Painting and Repairs, LLC in the amount of \$73,104.25 to pressure wash, caulk and paint IOP Fire Station #2 (Pg. 41, In 70 – Fire Station #2 Maintenance, ½ Capital Projects \$39463, ¼ Muni ATAX \$19,731, ¼ State ATAX \$19,731)**

MOTION: Mayor Carroll moved to award a contract to Rahman's Painting and Repairs, LLC in the amount of \$73,104.25 for maintenance and repairs at Fire Station #2; Chair Ward seconded.

From looking at the bids summary included in meeting packets, Councilmember Ferencz questioned the difference between the bids for Alternate 2 – the repair and replacement of rusted ductwork in bay area of approximately sixteen thousand dollars (\$16,000) from one (1) bidder and thirty-four hundred (\$3,400) from the second bidder. She asked whether the City would be face a large change order after the contract was awarded, because something was not included in the bid.

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The Interim Administrator explained that the two (2) bidders did the required walk-through together and chatted as they moved through the building; Chief Graham has spoken with them to insure they understand the scope of the project.

Upon seeing the difference, Chief Graham photographed the area to show Council how simple the repair was going to be; she asked Councilmembers to look at the ductwork in the bay where the bunker gear was stored that have rusted due to exposure to the salt air. In the Chief's mind that part of the job was not worth sixteen thousand dollars (\$16,000)

The Councilmember's second question was why Chief Graham had not included Alternate #3 in the contract award.

Chief Graham stated that replacing the railing on the roof was going another very simple project, and she was confident Fire Department personnel could handle and do so at a lower cost.

VOTE: The motion PASSED UNANIMOUSLY.

5. **Approval of a Change Order to the scope of work for Phase 3 Drainage Improvements from Thomas & Hutton in the amount of \$23,300 (Pg. 23, In 54 – Capital Projects, Public Works, Drainage Contingency - \$400,000)**

MOTION: Mayor Carroll moved to approve the Change Order for a change in scope of work relate to Phase 3 Drainage; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

6. Approval of a Change Order from Applied Technology Management (ATM) to pursue the necessary permits on behalf of the City to ensure that the existing Tidal Wave Dock is compliant with the regulatory requirements

MOTION: Mayor Carroll moved to approve the Change Order from ATM to pursue the necessary permits to make the Tidal Wave docks compliant with regulatory requirements; Councilmember Rice seconded.

In Councilmember Kinghorn's opinion, when multiple parties were involved in anything, especially governmental regulatory agencies, a meeting should take place or have be scheduled when each party participating or with an interest in the project was present; he asked if such a meeting has been held, to which the Interim Administrator answered with a no.

Interim Administrator Fragoso reported that she has spoken or met with everyone participating.

Councilmember Kinghorn opined that a face-to-face meeting with all of the parties involved before moving forward.

Responding to Councilmember Moyer, the Interim Administrator noted that the Change Order was in the amount of sixty-five hundred dollars (\$6,500).

The Interim Administrator noted that Kirby Marshall of ATM was coordinating a meeting with DHEC/OCRM and the Army Corps of Engineers to review the two (2) permit applications with them in hopes of getting a preliminary nod of approval.

Amendment: Councilmember Kinghorn offered an amendment that all of the stakeholders in the Tidal Wave dock permitting process meet before the project takes another step forward.

With no second, the amendment died.

Interim Administrator Fragoso stated that the City was assuming that it would work with the Fiem brothers and Tidal Wave to ensure that the permitting process moves forward and that they have a fully compliant dock for the balance of their lease.

VOTE: The motion PASSED on a vote of 8 to 1 with Councilmember Kinghorn casting the dissenting vote.

B. Public Safety Committee

Reporting on the meeting of March 4th, Councilmember Buckhannon stated that the Public Safety Committee started with a request for a City-sponsored event status from Captain Herndon of the

14th Airlift Squadron Pelican Booster Club and the IOP VFW to hold a 100-meter Fun Run fundraiser to support the Booster Club that has now been withdrawn. On the subject of implementing a pay-to-park system on Palm Boulevard, Councilmember Buckhannon reported that he and the Interim Administrator, along with several SCDOT representatives had attended a demonstration of the Tru-Grid product that could be used on the shoulders of the road to stabilize it, mark individual parking spaces and aid in drainage. The product was interlocking, permeable squares in a variety of colors that could be filled with sand shell; the City will be interested in hearing the conclusions reached by SCDOT. The individual squares cost \$2.90 each and would cost five to six dollars (\$5 - \$6) with installation. Tru-Grid did offer to install their product in a location in the City for a test; she and Chair Buckhannon agreed that the test area should be one that was constantly used. The City has been working with the COG and CHATS on the public transit initiative between the Isle of Palms and Mount Pleasant; CHATS has funded the vans to be used, but the search for a pickup spot in Mount Pleasant remains elusive. Since the City has been successful in prior years in being awarded CTC and TST funds for projects on the island, the Committee agreed to submit the improvements to the Waterway Boulevard multi-use path as its primary project in the next round of requests. The Committee was told that another coyote had been trapped and that nine (9) traps were removed for cleaning to be redeployed; residents reported that only four (4) sightings were reported on the month of March. Chair Buckhannon noted that the Committee discussed again the use of golf carts to take handicap residents and visitors to the beach; Dr. Jim Smiley was allowed to join the lively discussion. Staff planned to have a draft of an ordinance available for First Reading at the March Council meeting with the necessary changes. When the Committee discussed coyotes, Chair Buckhannon stated that he had spoken with Jim Westerholt, the Forestry and Wildlife Chair for the Horry Georgetown Technical College, and who offered to assist the City. He stated that the only way to get a rein on the situation was to get an estimate of the number of coyotes the City was dealing with; Mr. Westerholt offered his class to count them without using DNA. He explained that what he has done in the past was to place students throughout an area and to blast the siren from an emergency vehicle causing the coyotes to being howling; the students then count the different howls they hear. The Interim Administrator reported that proposals have been requested from four (4) individuals to serve as a law enforcement consultant for the City. The proposals were due the week, and she would go through them to ensure that they included what the City wanted to accomplish.

The next meeting of the Public Safety Committee was scheduled for Monday, April 1 at 9:00 a.m. and would be held in the City all Conference Room.

C. Public Works Committee

From the meeting of March 7th, Councilmember Rice stated that the meeting began with an expression of appreciation for the job done and a healthy happy retirement to Bernard Gouridine who has been a member of the Public Works Department for eighteen (18) years. In the monthly report, Director Pitts stated that garbage was down and that debris was relatively flat. A leak in one of the new underground storage tanks at the marina was located and repaired; the Front Beach parking lots were cleaned and spruced up in preparation for the season. The Director stated that he had approved rather significant repairs to one (1) of the flatbed trucks that he believed would extend the life of the truck by five or six (5 – 6) years. The renovation of the Public Works Building has started giving the building a much-needed facelift. Councilmember Rice called for a celebration for the conclusion of the Phase II Drainage Project; she reiterated that this project has taken seven (7) years to complete. She cautioned that, if residents see men working in that area of Palm Boulevard, they should not be concerned – the Water and Sewer Commission was working there. She was very pleased to announce that the work on the ditch on 32nd Avenue

has finally been completed. In the month of March, SCDOT crews were on the island working on nine (9) separate drainage projects selected by Director Pitts and the SCDOT engineer; they will return in June, September and December to work on additional projects. Eadie's continued its work cleaning the ditches of debris and vegetation. The contract award to Thomas & Hutton for Tabby Lane was met with enthusiasm by the residents who will pay for the actual construction after the City pays for the survey, engineering and design. The Chair was most concerned that Marginal Road would collapse before the repairs were done; she thought it was a public safety hazard. The Committee had a lengthy dialogue on expanding the plastics ban; they reached a consensus to include plastic drink lids, plastic straws and stirrers to be consistent with neighboring communities. She encouraged everyone to strive toward the use of refillable cups and metal straws; she thought this was especially important to do with children so that they develop a habit to use them and do not think of plastics use. Councilmember Rice stated that 48th Avenue was a private street, therefore, not included in the City's drainage project, but they have requested permission to tie-in. The residents will be required to pay for the project, i.e. surveying, engineering, design, construction, landscaping after construction and ongoing maintenance. Councilmember Rice explained that the additional capacity of the system by those residents would not stress the system because it was designed knowing that 48th Avenue and The Citadel Beach House would likely tie-in at some time.

MOTION: Councilmember Ward moved to allow residents of 48th Avenue to tie-in to Phase II Drainage at their expense and to maintain their system hence forward; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

The last item on the agenda was the tree-trimming schedule set by Dominion Energy to cut tree limbs away from power lines in their attempt to avoid power outages caused by downed power lines after a weather event. Trimming the trees on the Isle of Palms is expected to take two (2) months, and they will hold a public information meeting before they begin. The City has not yet been provided with a timetable.

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The Public Works Committee will hold its next meeting at 9:00 a.m., Thursday, April 4th in the Conference Room.

Councilmember Kinghorn stated that the plastics ban was a good time for the City to re-double its efforts for litter education and a "Pack-in Pack-out" campaign.

Councilmember Bell voiced his full support for Council member Kinghorn's remarks and was amazed to hear about the number of cigarette butts removed from the beach; he suggested publicizing that number in hopes of making people more aware of lighting up a cigarette and disposing of the butt on the beach.

Councilmember Buckhannon noted that the work on removing and placing the underground storage tanks at the marina should be completed in two (2) weeks assuming no weather delays.

Mayor Carroll thanked Director Pitts for preparing a delicious "going away" luncheon for Bernard Gourdine.

D. Recreation Committee

Reporting on the meeting of Monday, March 4th, Councilmember Smith stated that the work of the Committee began with the Director's February report, and she noted that classes have not changed since the prior month. The Street Fest held Saturday, March 9th was another big success

and that the weather cooperated this year; upcoming events include the Annual Yard Sale on Saturday, March 30th, the Annual Easter Egg Hunt for Saturday, April 20th and the much-anticipated Shred Day on April 27th in the large parking lot on Front Beach. The Rec Staff has a school's out activity for Wednesday, March 27th with food and entertainment for the school-aged children. Summer camp registration will be on Saturday, May 4th beginning at 1:00 p.m. to better accommodate working mothers; this activity will coincide with the Music in the Park event, and could bring additional people to the music event. The Committee had a lengthy discussion on ways to make the athletic fields available to residents or school teams with half of their members being island residents. In addition, they discussed the ways that new programs or classes were added to the activities offered at the Rec. The Chair suggested that more island residents would take advantage of Rec exercise classes if one could pay a single rate for a month or for a specific number of classes and be allowed to participate in several different classes in that time frame. Although some complications have come up, the Committee discussed the exclusive franchise agreement RFP for surfing lessons to be offered in Wild Dunes. Pursuant to a request from the managers of the Farmers' Market, the Committee talked about reducing the number of vendors and holding the weekly event at the Rec Center and the challenges that would create.

Since the tennis courts were in the process of being re-surfaced, Councilmember Kinghorn asked if they would be lined for pickle-ball, and the Director said they would.

Councilmember Ward said that he was glad to see the Farmers' Market move to the Rec Center and that the move would draw more people than holding it at the County Park.

E. Personnel Committee

Although the Personnel Committee did not meet in March, Chair Moye was planning to make up for it by holding two (2) Special Meetings in the first week of April. On the search for a new Chief of Police, he informed Council that the staff has been studying the resumes, viewing pre-employment assessments and doing some research on the web to reduce the number of qualified candidates; they were conducting an additional phone screening of the candidates they selected. In the Executive Session on April 2nd, the Personnel Committee would be seeking guidance from Council on which candidate(s) they thought would be a good fit for the City and, from that discussion, the Personnel Committee would select the strongest three to five (3 – 5) candidates who would be interviewed. Councilmember Moye explained that the discussion would be held in Executive Session to maintain the confidentiality of the candidates so that their present jobs would not be put in jeopardy. The Personnel Committee was following the timetable distributed at the last meeting and was on-schedule with the goal of conducting interviews in mid-April to identify the candidate with whom the City would enter into negotiations for the position. The City staff has been provided the format for structured interviews that will provide those interviewed with a guided and objective way for evaluating them to discern the good fit. For the City Administrator, Councilmember Moye said that the pre-employment assessments would be sent to fifty to sixty (50 – 60) candidates, and they will be asked to return them no later than April 3rd.

F. Real Property Committee

Reporting on the meeting of March 6th, Councilmember Bell stated that Tidal Wave Watersports was going to operate a shuttle between Front Beach and the marina as their effort to reduce parking issues at the marina. As the City approached the issuance of an RFP for the marina restaurant, Marina Manager Berrigan asked that the period allotted for bidders to generate their bids be extended from forty-five day to ninety days (45 – 90), and the Chair and Interim Administrator agreed. At the request of the marina manager, the exhaust vent system was

relocated close to the pad at the fuel island to improve the movement of vehicles, and the expanse can be covered by the project contingency fund. ATM continued to work on the permit applications for the docks at the marina. He reported that the Committee should not go forward with producing a list of preferred certified arborists indicating which arborists in the area could work on the island. The Committee was advised that to put a moratorium on the subdivision of lots was a drastic move for the City to take, and the Interim Administrator and Director Kerr agreed that the City has other means at its disposal to reduce the subdivision of lots. After stating that pine trees were not protected on the Isle of Palms, he learned that the ordinance went back to Hugo when pine trees snapped off and damaged homes. Director Kerr also informed the Committee that palm trees, although protected, were technically not trees since they did not have an eco-system and were primarily ornamental. Greenbelt funds and the allowable uses were reviewed by the Committee, and they agreed to find an allowable use project for the City so that the money was not lost.

The next meeting of the Real Property Committee was scheduled for 9:00 a.m., Wednesday, April 3rd in the Conference Room.

When Councilmember Rice asked about the timeline for the RFP for the marina restaurant, she was told that the RFP was scheduled to be issued in August of this year, and Councilmember Bell did not see a way to shorten it.

The Interim Administrator added that the only change to the timeline would be to extend the response time to ninety (90) days.

Councilmember Kinghorn noted that the thirtieth anniversary of Hugo was coming up and asked if anyone had thought about acknowledging it in some way and using it as a means to promote hurricane awareness and preparedness.

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5. Reports from City Officers, Boards and Commissions

- A. Accommodations Tax Advisory Committee – meeting in March
- B. Board of Zoning Appeals – no meeting in March
- C. Planning Commission – minutes attached

6. Reports from Special or Joint Committees – none

7. Petitions Received, Referred or Disposed of – none

8. Bills Already in Possession of Council

Second Reading of Ordinance 2019-04 – An Ordinance Amending Title 3, Public Works, of the City of Isle of Palms Code of Ordinances, Chapter 4, Single-Use Plastic Bags

MOTION: Councilmember Ward moved to waive the reading and to approve for Second Reading Ordinance 2019-04; Councilmember Moye seconded.

AMENDMENT: Mayor Carroll moved to amend the motion to include the prohibition of single-use plastic bags, plastic cup lids, stirrers and Styrofoam products from the beach and any other City-owned property; Councilmember Kinghorn seconded.

Councilmember Smith voiced her concerns over enforcement of this ordinance on the beach, but she did think it was the right thing to do to be consistent with Folly Beach and Sullivan's Island. She thought it would alert residents and visitors that the City was serious about the harm being done to the aquatic animals and to the environment.

Councilmember Bell did not understand why cigarette butts were not included as well, but he was not prepared to make another amendment at this meeting.

Councilmember Ward stated that it was against State law to leave any type of litter on the beach.

Councilmember Kinghorn reiterated that the City "must have a robust education program."

Councilmember Rice was pleased that the City was "not being timid," that the City must "continue to push the envelope and be the leaders."

For discussion purposes, Interim Administrator Fragoso stated that the existing ordinance only discussed penalties for not complying with the items stated in the ordinance as proposed, i.e. the items noted "at point of sale". To expand the ordinance and to ban the use of these items on the beach, they must be accompanied by a penalty; at Sullivan's Island, the penalty is one hundred dollars (\$100) for each offence. Otherwise, the same regulation would apply beginning with a warning, one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for the second violation in twelve (12) months and five hundred dollars (\$500) for each additional violation.

AMENDMENT #2: Councilmember Moye moved to amend the motion to add a \$100 penalty for each violation; Councilmember Bell seconded.

11

Attorney Copeland said that the way Ordinance 2019-04 was presented at this meeting only penalty applied to the business distributing these products at the point of sale. People bringing these items and using them on the beach is an entirely different matter. At this point, amendment #2 and the second were respectively withdrawn.

The Interim Administrator said that she has been advised that the items included in the original amendment should be in a separate ordinance.

VOTE on the Original MOTION: The motion PASSED UNANIMOUSLY.

9. Introduction of New Bills, Resolutions and Proclamations

A. First Reading, by title only, of Ordinance 2019-05 – An Ordinance Amending Title 7, Chapter 1 Business Licenses, of the City of Isle of Palms Code of Ordinances Regarding the Increase for Short-Term Rental License Fees

MOTION: Councilmember Bell moved to approve First Reading, by title only, of Ordinance 2019-05 – An Ordinance Amending Title 7, Chapter 1, Business Licenses of the City of Isle of Palms Code of Ordinances Regarding the Increase to Short-Term Rental License Fees; Councilmember Ward seconded and the motion PASSED on a vote of 7 to 2 with Councilmember Rice and Mayor Carroll casting the "nay" votes.

B. First Reading, by title only, of Ordinance 2019-06 – An Ordinance Amending Title 3, Public Works, Article A of the City of Isle of Palms Code of Ordinances Regarding Stormwater Management Utility Fee Increase

MOTION: Councilmember Bell moved to approve First Reading of Ordinance 2019-06; Councilmember Rice seconded; the motion PASSED on a vote of 7 to 2 with Councilmembers Buckhannon and Moyer dissenting.

C. First Reading, by title only, of Ordinance 2019-07 – An Ordinance Amending Title 5, Planning and Development, Chapter 4, Zoning, Article 2, District Regulations Regarding Lot Subdivisions

MOTION: Councilmember Ferencz moved to approve First Reading for Ordinance 2019-07; Councilmember Rice seconded and the motion PASSED UNANIMOUSLY.

**R.2019-01 – A Resolution to Increase Franchise Fee with Comcast from 3% to 5%
R.2019-02 – A resolution to Increase Building Permit Fees**

No action was taken on the resolutions pending the Public Hearing scheduled for 5:30 p.m., Tuesday, April 23, 2019.

10. Miscellaneous Business

Proclamation Naming April as Sarcoidosis Awareness Month

MOTION: Councilmember Rice moved to adopt April as Sarcoidosis Awareness Month; Councilmember Moyer seconded and the motion PASSED UNANIMOUSLY.

Mayor Carroll read the Proclamation into the minutes of the meeting.

Next Meeting Date: 6:00 p.m., Tuesday, April 23, 2019 in Council Chambers

11. Executive Session – not needed

12. Conclusion/Adjournment

MOTION: Councilmember Buckhannon moved to adjourn the meeting at 7:40 p.m.; Councilmember Moyer seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

Special City Council Meeting

4:30 p.m., Tuesday, April 2, 2019

A Special Meeting of City Council was called to order at 4:30 p.m., Tuesday, April 2, 2019 in City Council Chambers, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Moye, Smith and Ward, Mayor Pro Tem Rice, Interim City Administrator Fragoso, Human Resources Officer DeGroot and Clerk Copeland; a quorum of Council was present to conduct business. Mayor Carroll was absent.

1. Mayor Pro Tem Rice 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. Purpose

Executive Session in accordance with S.C. Code Section 30-4-70(a)(1) to discuss employment matters related to the search for a new Chief of Police

Upon returning to open session, Council may take action on matters discussed in Executive Session.

MOTION: Mayor Pro Tem Rice moved to go into Executive Session at 4:31 p.m.; Councilmember Buckhannon seconded and the motion PASSED UNANIMOUSLY.

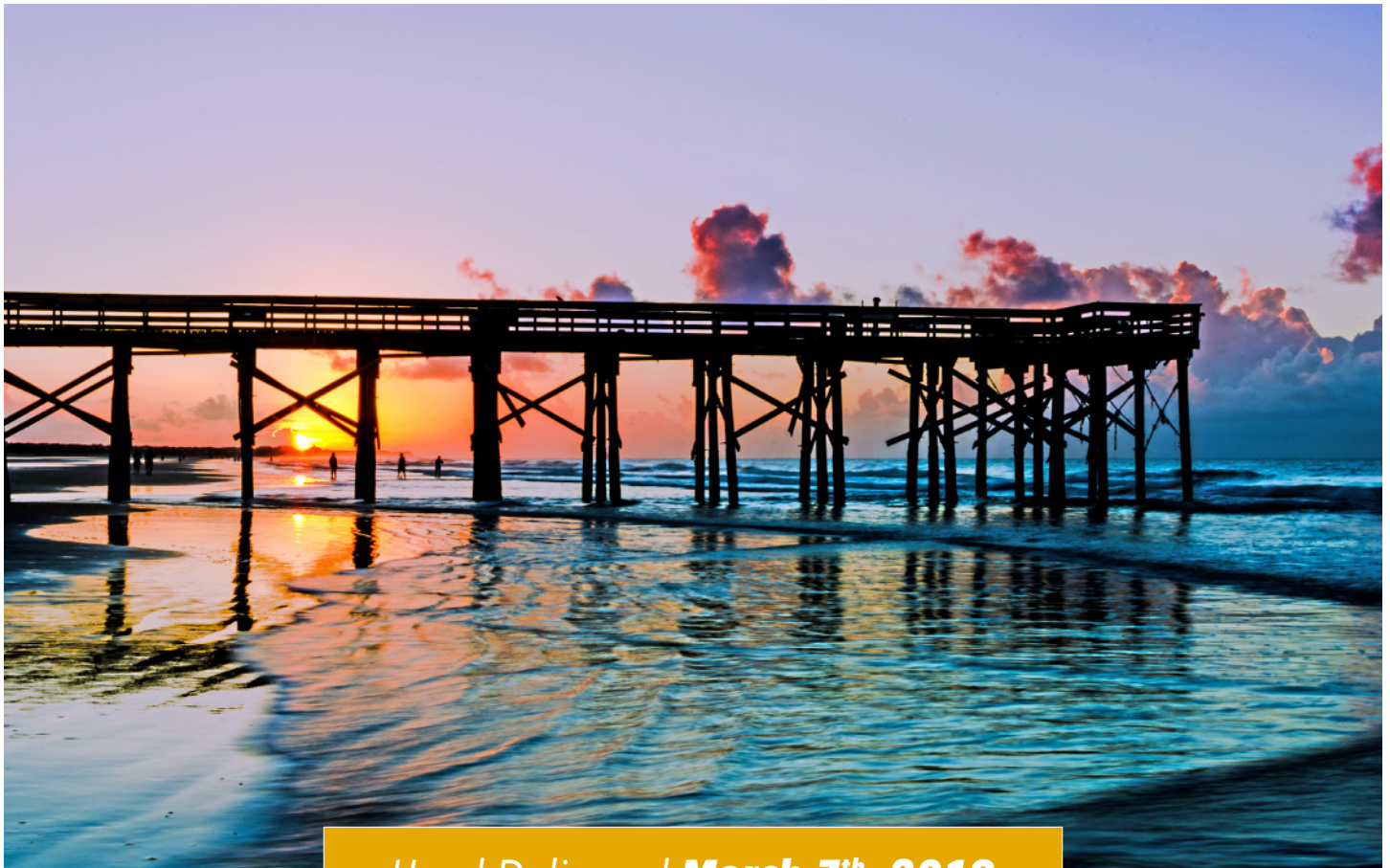
City Council returned to open session at 5:06 p.m., and Mayor Pro Tem Rice stated that Council had not taken a vote or any other action while in Executive Session.

3. Adjournment

MOTION: Councilmember Buckhannon moved to adjourn the meeting at 5:11 p.m.; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk



*Hand Delivered **March 7th, 2019***

LEASING PROPOSAL & MARKET EVALUATION

PREPARED FOR:
The City of Isle of Palms, SC



JON CHALFIE

Broker

(843) 345-6000

JChalfie@Lee-Associates.com

HAILEY CLIFTON

Associate

(843) 300-5209

HClifton@Lee-Associates.com



**LEE &
ASSOCIATES**

960 Morrison Drive, Suite 400 | Charleston, SC 29403 | 843.747.1200 | lee-charleston.com



LEASING PROPOSAL & MARKET EVALUATION

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EXPERIENCE OF THE FIRM ⁸⁻¹³

EXPERIENCE IN CHARLESTON ¹⁴⁻²⁰

QUALITY OF REFERENCES ²¹

QUALITY OF PREVIOUS WORK ²²

PRICE PROPOSAL ²³

BACKGROUND



ASSIGNMENT

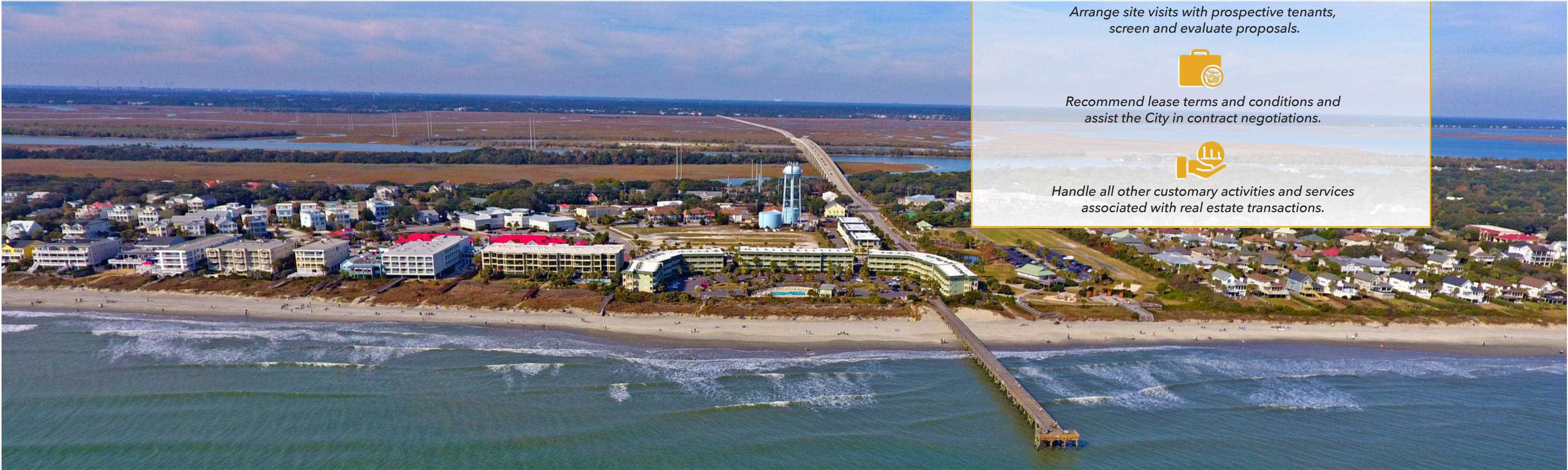
Operating under an Exclusive Agreement to Lease Real Property, Lee & Associates will develop a tailored plan to position your property within the market and achieve your desired result in the shortest amount of time possible. Lee & Associates specializes in commercial real estate and will develop a favorable lease strategy for the City, manage the request for proposals process, and advise in contract negotiations.

OBJECTIVE

Lee & Associates plans to accomplish the Assignment above by:

Conducting a comprehensive evaluation of the property to determine how best to position it in the market. Defining the most lucrative and realistic strategy to lease your property. Establishing a mutually agreeable marketing plan to promote the listing. Identifying and pursuing target prospects through all avenues possible. Providing detailed due diligence management once a tenant is identified to ensure a smooth closing.

Lee & Associates' has a passion for connecting people with the right properties. Our emphasis on putting people first has resulted in strong relationships with commercial brokers and developers throughout our market, the state, and beyond.



SCOPE OF SERVICES



Jon Chalfie & Hailey Clifton will meet with the appropriate City staff to discuss the overall goals and strategy.



They will review feasibility and evaluate all available options to develop an efficient strategy for the marina restaurant lease procurement process.



Compare and evaluate alternatives that address potential operational and fiscal impacts.



Prepare the Request for Proposals documents.



Prepare financial analysis, including net present value calculations, to compare prospective tenant proposals.



Arrange site visits with prospective tenants, screen and evaluate proposals.

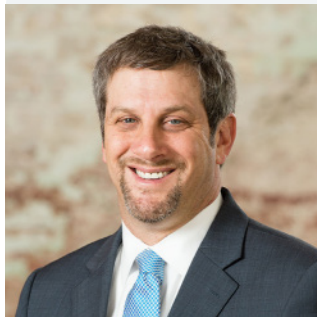


Recommend lease terms and conditions and assist the City in contract negotiations.



Handle all other customary activities and services associated with real estate transactions.

PERSONNEL EXPERIENCE



O 843.793.6975
C 843.345.6000

JChalfie@Lee-Associates.com
lee-charleston.com

960 Morrison Drive, Suite 400
Charleston, SC 29403
License ID: 5840

JON CHALFIE

Broker

PROFILE

Jon joined the Lee & Associates team in 2012. Jon is a familiar face in the Charleston commercial real estate market. An economics graduate of the University of Wisconsin, Jon Chalfie has more than 18 years' experience in commercial real estate. Jon specializes in office and retail space as well as investment properties throughout the Charleston area. He represents businesses who are looking for advice on site selection, negotiation and lease evaluation as well as Landlords who are looking to get their property premium visibility and ultimately the highest return on their investment.

A former property manager, he offers a wide variety of experience in commercial and multi-family projects. These experiences allow him to recognize issues that are important to both owners and tenants. He has completed over 250 transactions allowing him to more easily recognize deal points that are helpful to get results.

Jon is very active within the Charleston community. Through his Rotary involvement Jon became a Paul Harris Fellow and earned Presidential Citations from the Rotary Club of Daniel Island in both 2010 and 2011. He has served twice on American Heart Association committees and participated as both a lead advisor and total resource campaign member for the Charleston Metro Chamber of Commerce for several years. He also volunteers his time coaching youth sports for the Mt. Pleasant Recreation Department and Charleston County School District. In his spare time he enjoys live music, golf, and is a passionate supporter of the US men's national soccer team.

Jon is committed to getting his clients the best value in every transaction and offering them honest advice to make sound long term real estate decisions.

PROFESSIONAL AFFILIATIONS

- REALTORS® of Distinction, 2012 - 2015
- Town of Mount Pleasant Board of Zoning Appeals, Former Member
- Mt. Pleasant Chamber of Commerce, President 2013—2014
- Charleston Trident Association of REALTORS® (CTAR), Member
- South Carolina Association of REALTORS® (SCAR), Member
- National Association of REALTORS® (NAR), Member
- Commercial Investment Division (CID) of CTAR, Member since 2001
- CoStar Power Broker, 2011

PERSONNEL EXPERIENCE



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lee-charleston.com

960 Morrison Drive, Suite 400
Charleston, SC 29403
License ID: 93134

HAILEY CLIFTON

Associate

PROFILE

Hailey is a Commercial Associate whose focus is representing businesses who are looking for advice on site selection, negotiation and lease evaluation as well as Landlords who are looking to get their property premium visibility and ultimately the highest return on their investment. She began working at Lee and Associates in 2014, immersing herself in Charleston's commercial real estate scene as Office Manager and Brokerage Services and Marketing Coordinator. Her Lee experience "behind the scenes" illustrates the many ways that marketing plays a crucial role in commercial real estate. She knows the processes, she knows the market, and she has an acute understanding of advertising and promotional tools – print, web and social media. This is experience that Hailey puts to use daily for her Lee clients.

Hailey earned her Bachelor's in Business Administration from the UNC Wilmington. She brings to Lee & Associates Charleston valuable business, organizational and communication skills. Hailey previously served as Public Relations/Marketing Coordinator for Charleston's hugely successful Maverick Southern Kitchens family of restaurants. She was also Manager of Membership Services for the 800-member Myrtle Beach Area Hospitality Association.

Outside of the office, Hailey enjoys spending time with her family and friends, which usually includes one of the many outdoor activities that Charleston has to offer.

• LEE & ASSOCIATES BROKERAGE SERVICES •

What Does Lee & Associates Charleston Provide to Their Clients?

OWNER SERVICES

Whether identifying acquisition opportunities, implementing effective leasing programs, or managing properties more efficiently, we are always seeking opportunities to maximize the value of your assets.

- Project Leasing
- Acquisition & Disposition Services
- Management Services
- Repositioning & Redevelopment Services
- Valuation & Appraisal Services

DEVELOPER SERVICES

Knowing what to build is just as important as knowing where to build it. Our team works with you from conceptualization to completion to ensure the project vision meets your objectives, as well as the market's requirements.

- Project Leasing
- Land Assembly & Acquisition
- Site Selection & Entitlement
- Disposition & Investment Sales
- Valuation Services & Appraisal

TENANT REPRESENTATION SERVICES

Today's real estate decisions require complex information; Lee offers tenants and buyers competitive assessments, market analysis, creative market search, and deal negotiation. Whether you are expanding, relocating, contracting, or optimizing your existing locations, our team is here to help.

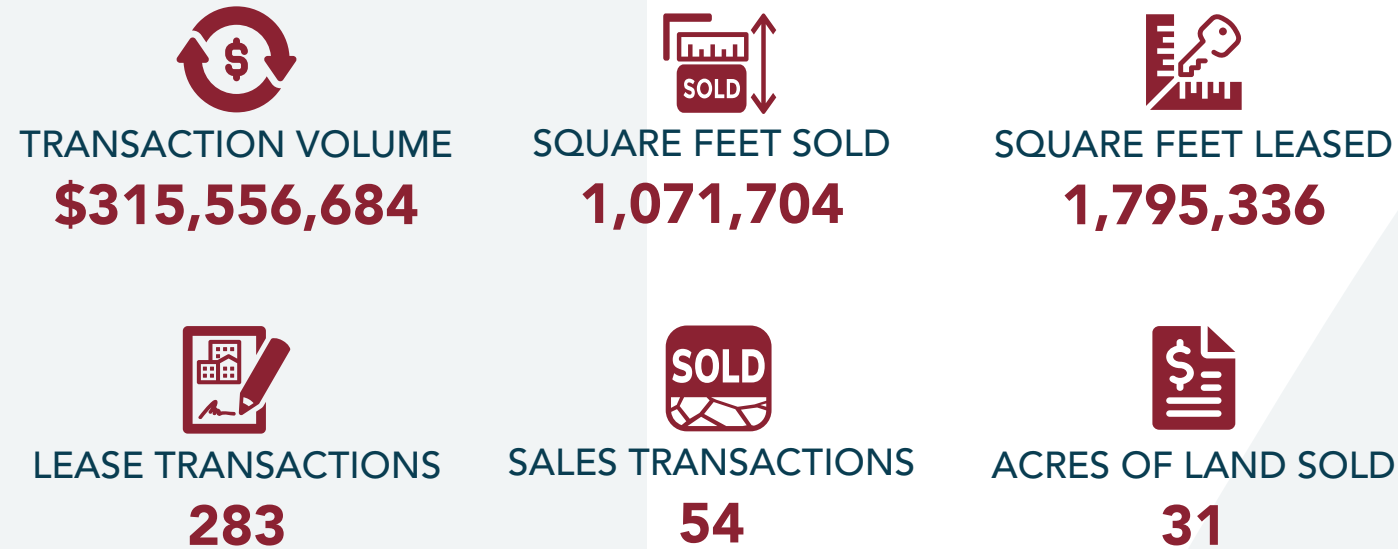
- Office Services
- Site Selection
- Financial Analysis
- Lease Administration
- Incentive Analysis
- Highest & Best Use Studies

Lee & Associates is a full-service commercial real estate firm headquartered in Charleston, South Carolina that specializes in:

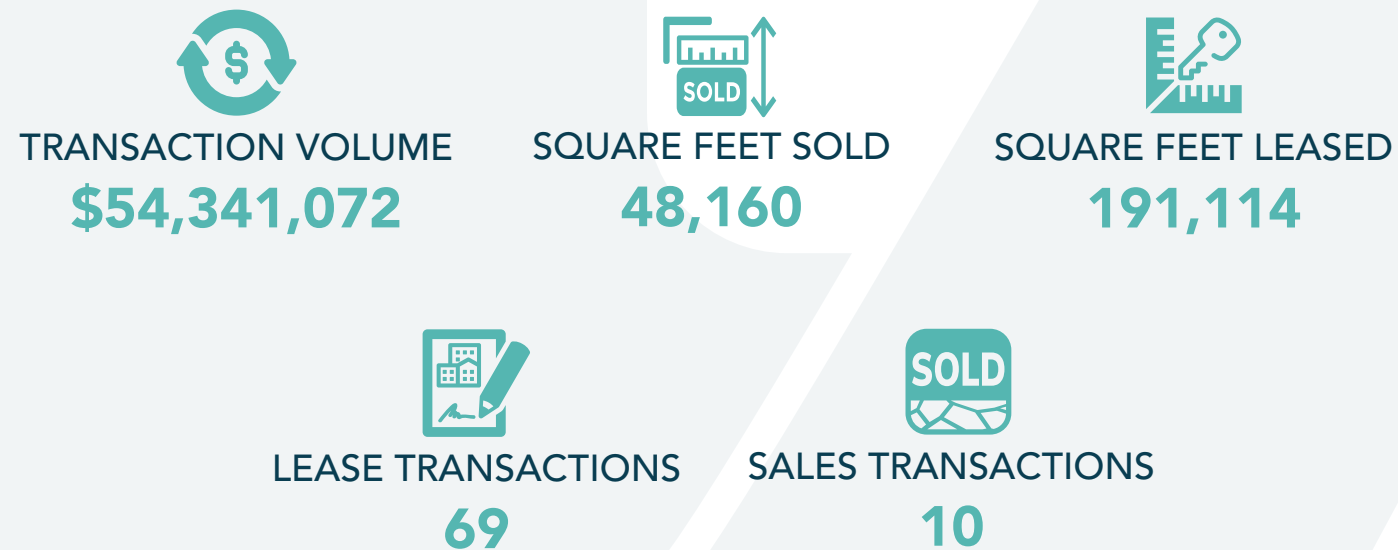
• BROKERAGE • PROPERTY MANAGEMENT • DEVELOPMENT •



Lee & Associates **Charleston's** Portfolio



Lee & Associates **Retail** Portfolio



*The above statistics are from January 1, 2018 to February 28, 2019
10

DESIGNATIONS & MEMBERSHIPS

Agents in our office are affiliated with various industry-related associates including:

The Society of Industrial and Office Realtors (SIOR), Certified Commercial Investment Members (CCIM), National Association of Realtors (NAR), Urban Land Institute (ULI), International Council of Shopping Centers (ICSC), NAIOP, and US Green Building Council (USGBC).



5 SIOR Members | **6** CCIM Members | **1** RPA Member | **3** CPM Members | **1** FMA Member | **6** CREW Members

ACHIEVEMENTS

Lee & Associates Charleston enjoys an excellent reputation in all areas of the Charleston area commercial real estate and business community. Our reputation is an intangible asset that is extremely beneficial to our clients.

OTHER ACCOMPLISHMENTS INCLUDE (but not limited to):

- Costar Power Broker "Top Leasing Firms"
- Costar Power Broker "Top Sales Firms"
- Charleston's Choice Award
- Agents in our office are Realtors of Distinction Award recipients
- Agents in our office are Commercial Circle of Excellence members

*Lee & Associates Charleston has more **SIOR & CCIM** members than any other firm in the Charleston area!*

THE LEADERBOARD

#1

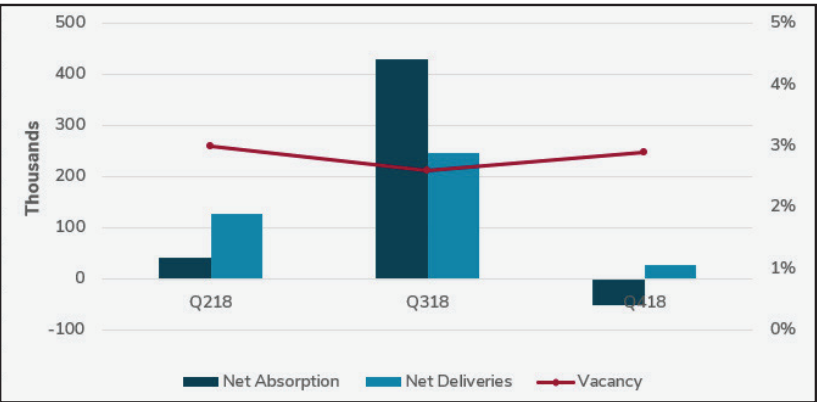
COMPANY NAME	# DEALS (LAST 365)	DEALS SF (LAST 365)	LANDLORD REP PROPERTIES	LANDLORD REP RBA	\$ SALES TRANSACTIONS (3YR)	\$ SALES TRANSACTIONS (3YR)
LEE & ASSOCIATES	328	2,721,406	161	9,535,942	147	260,662,699
Avison Young	126	774,838	278	6,167,211	95	148,512,356
CBRE	70	655,960	187	8,896,835	89	576,309,422
Coldwell Banker Commercial	35	100,479	178	1,359,218	66	116,073,468
Beach Company	33	159,580	41	1,231,831	42	70,690,416
Ziff Properties, Inc.	32	120,611	41	1,595,500	3	11,125,000
NAI Charleston	31	112,382	80	1,273,499	59	170,871,665
RE/MAX Pro Realty	31	92,379	172	950,979	62	46,669,000
Belk Lucy	27	35,109	126	1,917,908	16	19,811,272
WRS, Inc.	26	50,848	100	2,667,078	14	13,350,100
Cushman & Wakefield	25	209,690	22	1,529,951	29	63,311,580
JLL	23	828,128	82	10,176,900	20	157,152,786
Bridge Commercial	21	505,032	46	5,940,347	27	155,680,709
Adams Property Group	19	25,607	18	345,286	9	31,748,855
Palmetto Commercial Properties	18	59,060	73	1,341,879	40	54,807,000

*Numbers Taken From CoStar as of January 31, 2019



FOURTH QUARTER SUMMARY

The combination of job and population growth along with an already strong tourism industry continue to bolster the retail sector here in the Holy City. Companies such as Boeing, Benefitfocus and PeopleMatter continue to bring in not only more jobs, but higher paying one that have helped increase the retail consumption. Retail development in 2018 saw a 37.5% increase over its 10-year average to end 2018 at 550,000 SF delivered that included a new Costco and Lowes in Mount Pleasant. Vacancy rates remained virtually unchanged at 2.7%. Well below national vacancy rates is partially due to fast absorption on new developments and larger move-ins by companies like Whole Foods, Gander Outdoors, and Big Lots.



Wando Crossing

PRICE: Call for Info
SIZE: 960-5,540 SF
AGENTS: John Orr, CCIM
Elyse Welch, CCIM
Lindsey Halter

Wando Crossing is at the center of Mount Pleasant, at the high-trafficked, signalized intersection of Highway 17 and 1-526, in the highest income submarket of Charleston. The center, which recently underwent facade renovations, is anchored by Walmart, TJ Maxx, Marshalls/HomeGoods, Office Depot, and Petco, with a Total Wine & More coming soon!

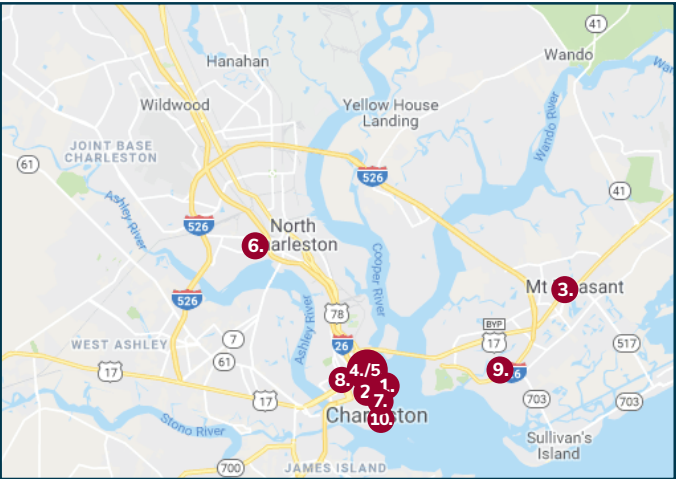
FOR LEASE



Total Wine & More Opening Soon!

4Q 2018 Retail Standings by Submarket

Submarket	Total Buildings	Total SF	Direct Vacant SF	% Vacancy	YTD Net Absorption (SF)	YTD Deliveries (SF)	# SF Under Construction	Quoted Rates
Dorchester County	687	5,634,637	227,980	4%	545,078	4,670	20,000	\$15.78
Downtown Charleston	688	3,949,917	132,451	3.4%	(17,670)	6,860	492,061	\$38.68
E Charleston County	16	73,239	1,667	2.3%	0	0	0	\$16.42
East Islands/Mt. Pleasant	578	6,435,689	128,240	2%	399,646	264,978	113,407	\$24.14
Greater Charleston	696	7,923,862	243,976	3.1%	86,316	161,040	76,000	\$18.61
James Island/Folly Beach	225	1,817,529	25,632	1.4%	2,094	0	0	\$18.57
North Charleston	1,029	10,194,543	326,552	3.2%	96,888	75,897	26,400	\$16.32
Outlying Berkeley County	799	7,825,151	160,993	2.1%	101,256	96,840	154,820	\$14.74
W Charleston	83	473,307	27,084	5.7%	23,028	17,655	0	\$11.10
West Island	92	579,039	14,488	2.5%	(2,238)	0	27,000	\$25.96
Totals	4,893	44,906,913	1,289,063	2.97%	1,234,398	627,940	909,688	\$20.03



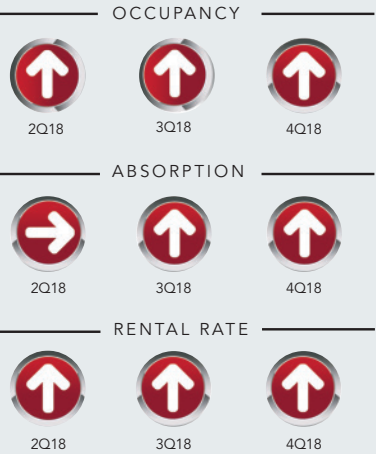
4Q 2018 Top 10 Retail Leases

Rank	Address	Size	Tenant	Price/SF
1	36 N Market St	827	-	\$80.00
2	85 S Market St	1,500	-	\$58.00
3	1236-1240 Belk Dr	728	Hustle Smoothie Bar	\$44.00
4	465 Meeting St	2,391	-	\$40.00
5	465 Meeting St	6,208	-	\$40.00
6	310 Azalea Square Blvd	2,407	-	\$35.00
7	3 Broad St	1,100	-	\$35.00
8	131 Spring	5,800	Coastal Conservation League	\$35.00
9	826 Coleman Blvd	2,250	-	\$33.00
10	198 E Bay St	1,640	Carmella's	\$28.00

Source: CoStar



Market Indicators

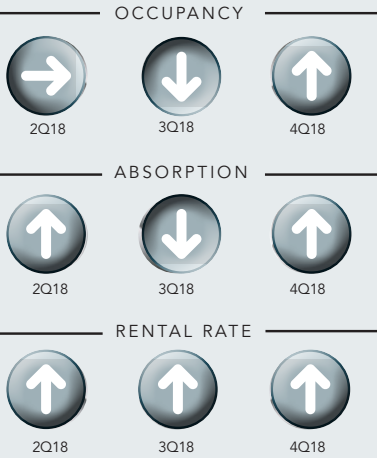


2018 Charleston Economy Spotlight

- Charleston Currently Averaging 28 People Moving to Area Per Day (Source: U.S. Census Bureau)
- Ranked 20th in the U.S. for Advanced Industries (Source: Brookings Institution)
- 33% of the Local Workforce has attained a Bachelors Degree or Higher (Source: U.S. Bureau of Labor Statistics)
- 50% of Local Residents are Between the Ages of 20-54 (Source: U.S. Census Bureau)



Market Indicators



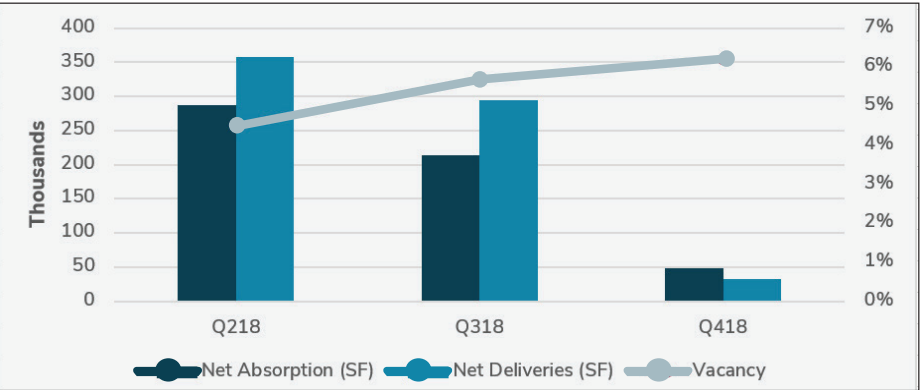
2018 Charleston Economy Spotlight

- Largest Employment Industry: Trade, Transportation & Utilities (Source: NAICS)
- 602,202 SF Office Space Under Construction (Source: CoStar)
- 3,226 Existing Inventory of Office Buildings (Source: CoStar)
- South Carolina Ranked #5 Top States for Doing Business (Source: Area Development Online)

FOURTH QUARTER SUMMARY

Vacancy rates rose for the third straight quarter to 6.3% at years end, however, this is still far lower than the national average of 9.8%. Charleston Office rents remain the highest in South Carolina at roughly \$27.00/SF. Office development increased considerably throughout the year with

the help of 65,000 SF Gateway Mount Pleasant being delivered in October. Charleston's booming economy continues to bring more investors to the area with more than \$300 million trading by years end with the average cap rate at 6.9%.



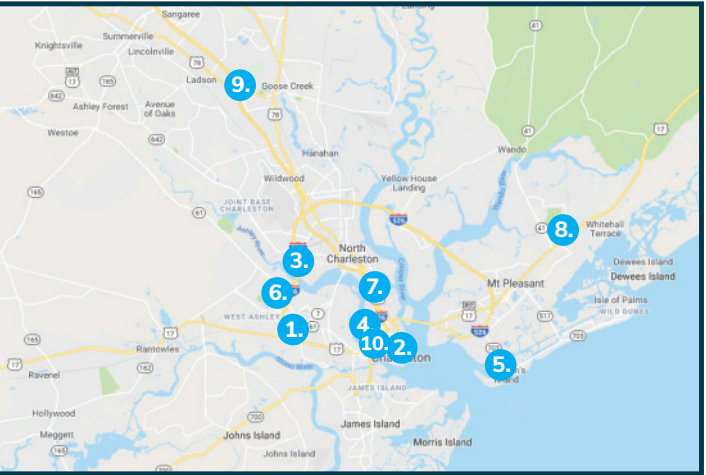
1014 St. Andrews Blvd
PRICE: \$33.75/SF (Annual)
SIZE: 1,088-28,324 SF
AGENTS: Reid Davis, CCIM, SIOR
Pete Harper, CCIM
Cameron Yost

1014 St. Andrews Blvd, or The Truluck Center, offers office tenants the unique opportunity to lease brand new, Class A space in the heart of West Ashley! All suites can be delivered turn key and provide users with hard to find amenities including ample free parking and great visibility. This exclusive property is in close proximity to downtown and major thoroughfares including: I-26, I-526, Savannah Hwy, Hwy 61, and Sam Rittenberg Blvd—making this location ideal for a wide variety of users.



4Q 2018 Office Standings by Submarket

Submarket	Total Buildings	Total SF	Direct Vacant SF	% Vacancy	YTD Net Absorption (SF)	YTD Deliveries (SF)	# SF Under Construction	Quoted Rates
Dorchester County	411	1,932,940	66,276	3.4%	8,784	14,632	35,331	\$22.41
Downtown Charleston	460	5,910,000	205,408	3.5%	(13,717)	11,000	248,000	\$31.88
E Charleston County	3	35,233	0	0.0%	0	0	0	\$26.35
East Islands/Mt. Pleasant	435	4,023,821	303,046	7.5%	(3,198)	172,936	144,815	\$28.45
Greater Charleston	572	5,101,728	314,538	6.2%	244,462	172,000	88,100	\$26.35
James Island/Folly Beach	142	541,627	9,935	1.8%	4,581	4,898	0	\$27.95
North Charleston	741	9,822,214	724,196	7.4%	(52,950)	282,510	47,052	\$23.80
Outlying Berkeley County	362	2,543,184	179,985	7.1%	172,576	229,015	30,000	\$22.14
W Charleston	29	96,881	1,204	1.2%	(1,204)	0	0	\$23.97
West Island	71	270,221	18,452	6.8%	(7,410)	0	8,904	\$25.35
Totals	3,226	30,277,849	1,823,040	5.9%	351,924	886,991	602,202	\$25.87



4Q 2018 Top 10 Office Sales

Rank	Address	Size	Price	Price/SF
1.	1 S Park Cir	139,060	\$25,000,000	179.78
2.	87 Broad St	49,692	\$24,000,000	482.98
3.	4390 Belle Oaks Dr.	104,610	\$21,000,000	200.75
4.	19 Hagood Ave	165,742	\$18,600,000	112.22
5.	2113 Middle St	6,600	\$4,580,000	693.94
6.	2051 Charlie Hall Blvd	8,008	\$3,300,000	412.09
7.	1819 Meeting St	5,908	\$1,530,000	258.97
8.	1200 Innovation Way	51,000	\$1,350,000	26.47
9.	9279 Medical Plaza Dr	10,500	\$1,341,450	127.76
10.	33 Lockwood Dr	5,000	\$1,231,306	246.26

Source: CoStar



EXPERIENCE IN CHARLESTON

LEE & ASSOCIATES
NATIONWIDE

Lee & Associates British Columbia

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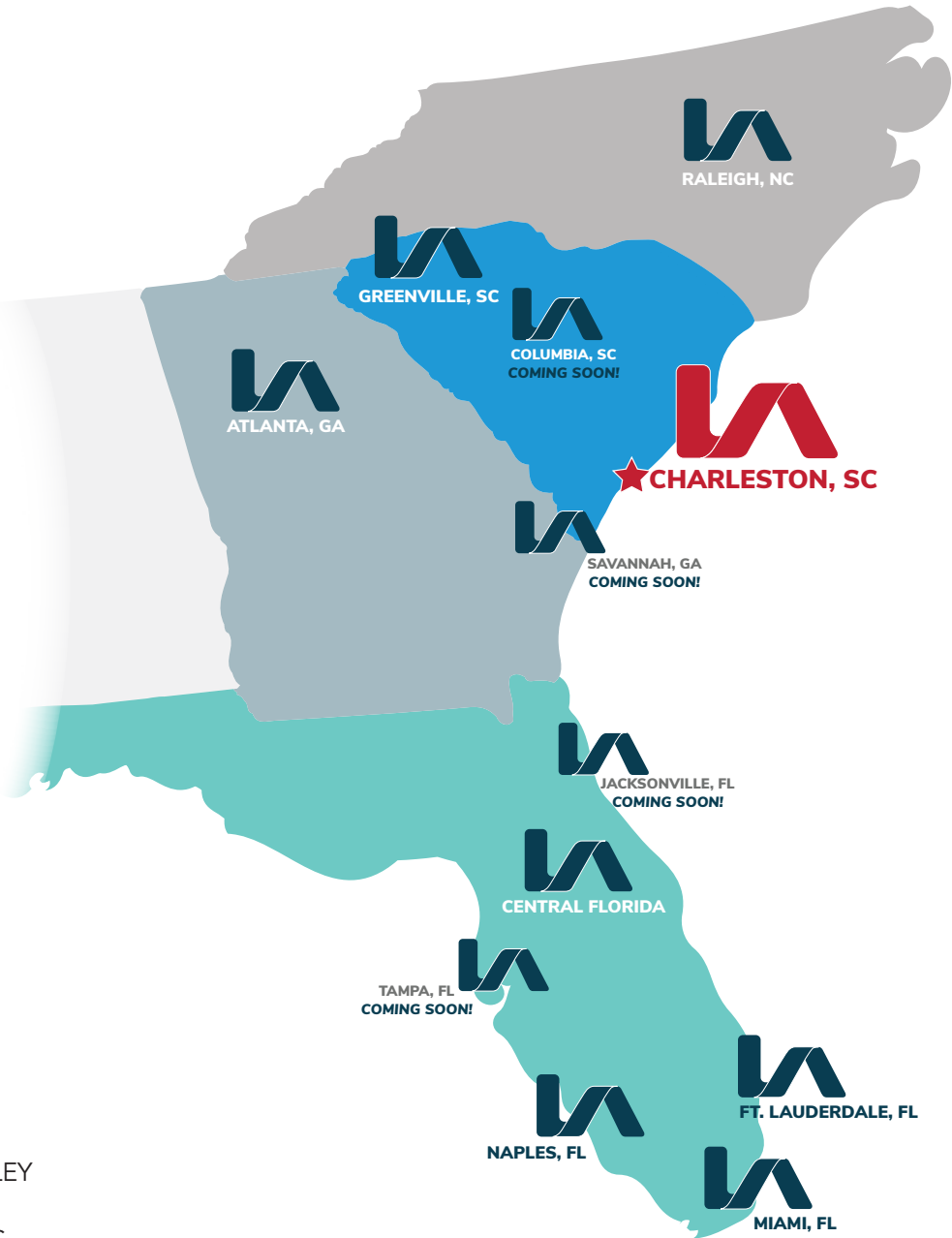
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Tacoma, WA
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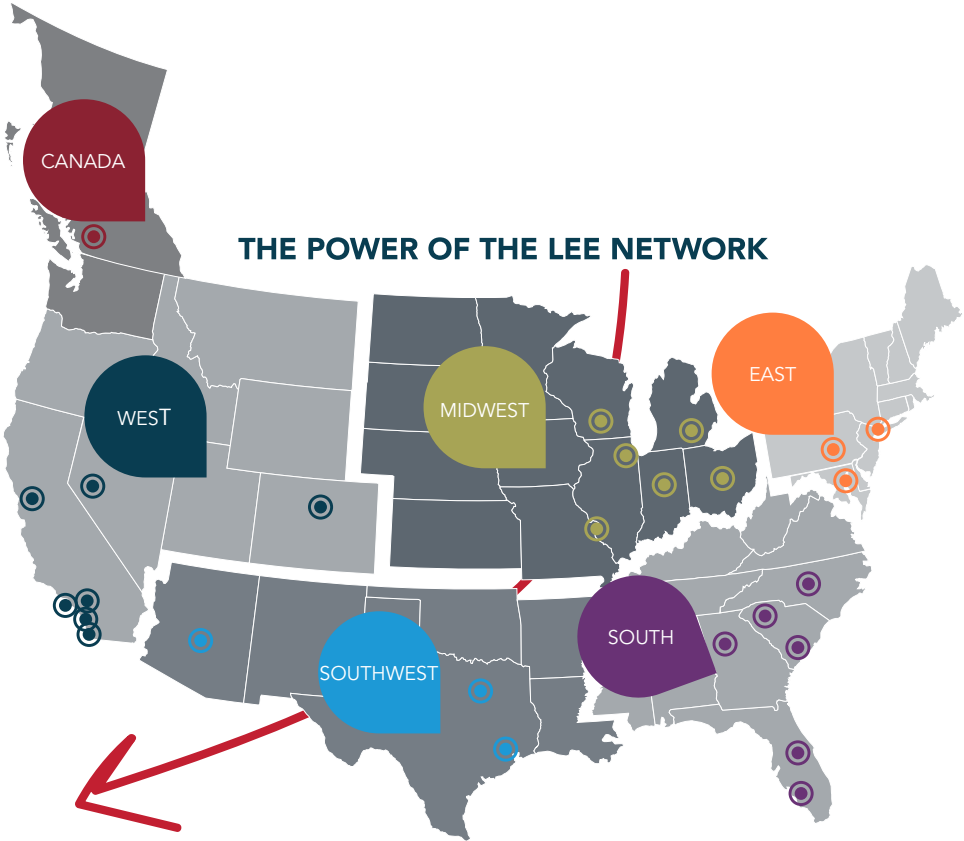
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| ▶ AUSTRIA | ▶ NETHERLANDS |
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THE POWER OF THE LEE NETWORK



- 1 MARKET LEADER**
Specializing in market intelligence
- 2 RELEVANT WORK**
Seasoned agents with relevant transaction experience
- 3 WE SAVE YOU TIME**
Creative problem solving skill sets
- 4 ABILITY TO UNDERSTAND**
Effective client communication
- 5 INTEGRITY**
Shapes our culture & defines the character

Every Lee & Associates office delivers world-class service to an array of regional, national, and international clients-from small businesses and local investors to major corporate users and institutional investors.

Our professionals combine the latest technology, resources and market intelligence with their experience, expertise and commitment to superior service to optimize your results.



"Lee & Associates brokers have been highly effective at leasing several of our premier properties. No question they've helped us to stand apart from our competitors in the marketplace and close deals with the best tenants."
- Brian L. Harvey,
Cypress Land Company

QUALITY OF REFERENCES

Mount Holly Associates, LLC

Henry Fishburne
843-729-2021 | hfishburne@lee-associates.com
Collaborative Assignment



Town of Mt. Pleasant

Eric DeMoura
843-884-8517 | edemoura@tompsec.com
www.tompsec.com.com



American Heart Association

Lisa Wideman
804-965-6560 | lisa.wideman@heart.org
www.heart.org
Tenant Rep - Office



Harbor Services Incorporated

Neeson & Melissa Levinson
843-856-1155 | Neeson@harborservicescorp.com
www.harborservicescorp.com
Landlord Rep - Office



Bluestein, Johnson & Burke, LLC

Ryan D. Bluestein
843-571-7161 | rbluestein@bjblawfirm.com
http://www.bjblawfirm.com
Buyer & Landlord Rep - Office



Morris Financial Concepts

Kyra Morris
843-884-6192 | kyra.morris@mfcplanners.com
www.mfcplanners.com
Tenant & Landlord Rep - Office



Winsor South, LLC

Jeff Thomas
843-856-1820 | j_thomas@winsorsouth.com
www.winsorcustomhomes.com
Landlord Rep - Office
300 W. Coleman Blvd., Mt. Pleasant, SC



Woodhouse Day Spa

Kim Powell
843-628-2683 | powellkk@gmail.com
www.woodhousespas.com
Buyer Rep - Retail



Levelwing

Steve Parker Jr.
843-631-4587 | steve@levelwing.com
www.levelwing.com
Buyer, Tenant & Landlord Rep - Office



T & S Family Limited Partnership

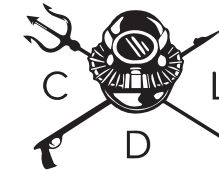
Tony Santiago
843-216-78888 | tony@taxsearchinc.com
www.taxsearchinc.com
Buyer & Landlord Rep - Office

QUALITY OF PREVIOUS WORK



DOG & DUCK

Retail Tenant. Since 2013 Jon Chalfie has been assisting the restaurant group in securing space and managing renewals. Locally owned and operated family friendly pub specializing in unique sandwiches, tacos, hotdogs, wings and more. Two locations in Mt. Pleasant, SC.



CHARLESTON DIVE LOCKER

Retail Tenant. Jon Chalfie & Hailey Clifton represented the Charleston Dive Locker in procuring a new retail site for their Dive Shop in Mt. Pleasant, SC. The Charleston Dive Locker is a full service dive training facility, which offers classes, gear repair and services, charters and a full line of gear for purchase.



TERM

The proposed Term of the Agreement to Lease Real Property and analyze lease term details shall be for a term of approximately One (1) year.

LEASE FEES

Six (6%) of the gross lease value payable at lease execution.

Should a cooperating broker be involved in a lease transaction, up to one-half of this amount shall be paid directly to the cooperating broker.

HOURLY FEES

\$120.00/hr for any consulting work done outside of the scope of customary lease evaluation and negotiations.



*We obtained the information above from sources we believe to be reliable. However, we have not verified its accuracy and make no guarantee, warranty or representation about it. It is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent current or future performance of the property. You and your tax and legal advisors should conduct your own investigation of the property and transaction.



JON CHALFIE

Broker

(843) 345-6000

JChalfie@Lee-Associates.com

HAILEY CLIFTON

Associate

(843) 300-5209

HClifton@Lee-Associates.com



**LEE &
ASSOCIATES**

960 Morrison Drive, Suite 400 | Charleston, SC 29403 | 843.747.1200 | lee-charleston.com



668 Marina Drive, Suite B-1
Charleston, SC 29492
PH: (843) 849-8945 ♦ Fax: (843) 849-8974
cse@civilsiteenv.com

April 3, 2019

Ms. Desiree Fragoso
City of Isle of Palms
1207 Palm Blvd
Isle of Palms, SC 29451

Re: 45th to 52nd Avenue Drainage Improvements
Change Order #9 Engineer assessment

Desiree-

Please accept this letter as our assessment of Change Order #9. The change order is a result of the need to make depth adjustments to the proposed drainage line connecting the ponds adjacent to Morgan Place Drive within Wild Dunes.

After excavating the existing utilities in the area it was discovered that the vertical location of several large (6" diameter) power and phone conduits would conflict with the proposed pipe to be installed. The vertical locations of the conduits and waterline were offset such that a single continuous adjustment would clear the drainage line of some utilities but not others. In order to resolve the conflicts it was determined that installing a junction box partway down the drainage line and adjusting the inverts on either side to miss the conflicting utilities would be the best solution.

Additionally, the alignment of the existing pipe was such that placing the new pipe in parallel to the existing pipe as originally planned would have created erosion problems for the adjacent pond banks which abutted resident's property. Because the end of the existing pipe closest to the pond was in poor condition the best solution was to adjust the alignment of the new pipe and cut and cap the existing pipe to allow for the new alignment. This change to the existing pipe will not affect the system's overall performance.

Our assessment is that the costs associated with this change order is that the costs are reasonable and amount to the material cost of the junction box with some associated additional labor to adjust the depth of a portion of the pipe, install the new box, and remove the existing pipe.

If you have any questions please feel free to contact myself or David Stevens.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Milner".

Jason Milner, P.E.
Project Engineer

PROPOSAL/ ESTIMATE FOR CONTRACT MODIFICATION

DATE:

04/03/19

CONTRACT TITLE: IOP Drainage Phase II		CONTRACT NO:	
OWNER: Isle of Palms			
DESCRIPTION: COR #9 Pipe adjustments at Morgan's Place Drive			
PRIME CONTRACTOR'S WORK			REVISIONS/ COMMENTS
1 Direct Materials		\$0.00	
2 Sales Tax on Material	8.00% of line 1	8.00%	\$0.00
3 Direct Labor		\$0.00	
4 Insurance, Taxes, and Fringe Benefits	42.00% of line 3	42.00%	\$0.00
5 Rental Equipment		\$0.00	
6 Sales Tax on rental Equipment	8.00% line 5	8.00%	\$0.00
7 Equipment Ownership and Operating Expenses		\$0.00	
8 SUBTOTAL (add lines 1-7)			\$0.00
9 Field Supervision	0.00%	\$0.00	
10 SUBTOTAL (Add Lines 8 & 9)		\$ -	

Prime Remarks:

SUB-CONTRACTOR'S WORK			REVISIONS/ COMMENTS
11 Direct Materials		\$723.76	
12 Sales Tax on Material	0.00% of line 11	0.00%	\$0.00
13 Direct Labor		\$9,751.95	
14 Insurance, Taxes, and Fringe Benefits	0.00% of line 13	0.00%	\$0.00
15 Rental Equipment			\$0.00
16 Sales Tax on rental Equipment	8.00% line 15	8.00%	\$0.00
17 Equipment Ownership and Operating Expenses			\$0.00
18 SUBTOTAL (add lines 1-7)			\$10,475.71
19 Field Overhead	0.00% of line 18	0.00%	\$0.00
20 SUBTOTAL (Add Lines 8 & 9)			\$10,475.71
21 Home Office Overhead	0.00% of line 20	0.00%	\$0.00
22 Profit	10.00% of line 20	10.00%	\$1,047.57
23 SUBTOTAL (ADD LINES 20-22)			\$11,523.28

Subcontractor Remarks:

SUMMARY			REVISIONS/ COMMENTS
24 Prime Contractor's Work (from line 10)		\$0.00	
25 Sub- Contractor's Work (from line 23)		\$11,523.28	
26 SUBTOTAL (add lines 24 & 25)		\$11,523.28	\$11,523.28
27 Prime Overhead on sub-contractor	7.00% of line 20	7.00%	\$806.63
28 Prime's home Office Overhead	8.00% of line 24	8.00%	\$0.00
29 PRIME PROFIT	7.00% of line 26	7.00%	\$806.63
30 SUBTOTAL (add lines 26-29)			\$13,136.54
31 PRIME CONTRACTOR Bond	0.00% of line 30	0.00%	\$0.00
32 TOTAL COST (Add Line 30 & 31)			\$13,136.54

Estimated time extension and justification

Request time extension as follows:

Process change order	0 days
Complete Work in field	10 days
Total time extension	10 days

Prime Contractor name: IPW Construction Group, LLC

Subcontractor name:

signature & title of preparer



Date 04/03/19

Bryan H. Rembert, P.E. - Director of Operations

DATE: 4/3/2019

ITEMS OF WORK FOR Sub-contractor	Qty	UNITS	MATERIALS		LABOR		R O	EQUIPMENT		
			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		Days	Rate	Total
Pipe adj at Morgan Place	1	ea	\$ 723.76	\$ 723.76	\$ 9,751.95	\$ 9,751.95				
				\$ -		\$ -				
				\$ -		\$ -				
				\$ -		\$ -				
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				\$ -		\$ -				
DIRECT Sub-contractor's TOTALS				\$723.76		\$9,751.95		R Total (rental)		\$0.00
								O Total (owned)		

Description of Work To Be Performed:

IOP Additional JB and added depth for Morgan's Place conflict

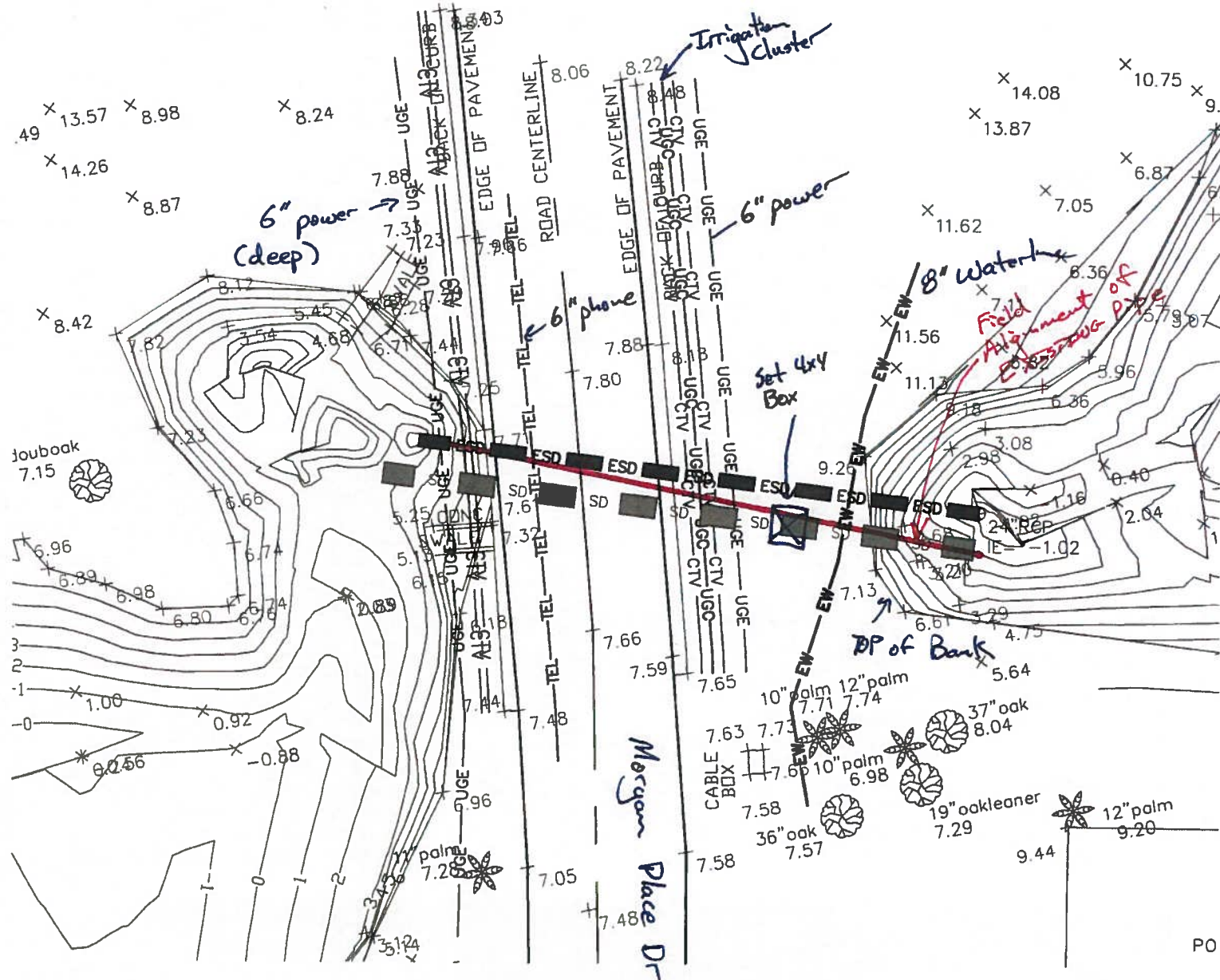
Eadie's Construction Co. Inc.

Storm drain

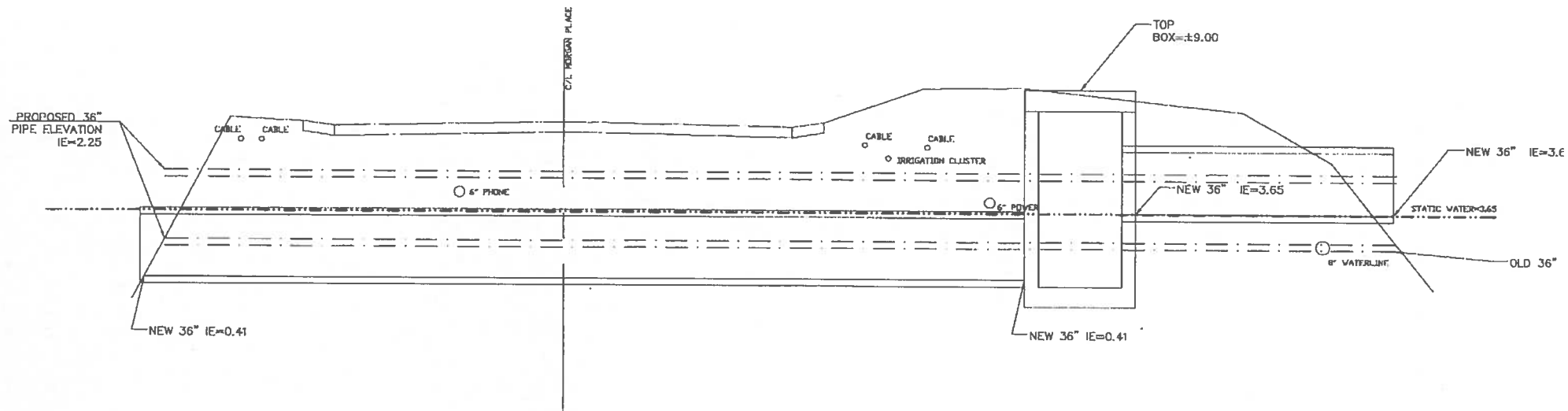
4/2/2019

1	1	ea	4x4x4.5' knockout box	\$1,231.95	\$ 1,231.95
2	1	ls	Reset Wellpoints due to elev change	\$3,600.00	\$ 3,600.00
3	1	cy	sand	\$76.30	\$ 76.30
4	1	pal	8x16x4 solid cap block	\$647.46	\$ 647.46
5	1	job	mason labor	\$825.00	\$ 825.00
6	1	Day	Eadies labor	\$3,600.00	\$ 3,600.00
7	1	ls	Sawcut extg box	\$495.00	\$ 495.00
8				\$0.00	\$ -
					\$ 10,475.71
				10%markup	\$ 1,047.57
				CO#3 Due	\$ 11,523.28

45th + 52nd Ave Drainage



45th to 52nd Ave Drainage



OFFICIAL SEALED BID OPENING
RFB 2019-03 – Rebid: One F150 4x4 crew cab pickup truck
10:00 a.m., Thursday, March 14, 2019
Council Chambers in City Hall
1207 Palm Boulevard, Isle of Palms, South Carolina

Present: Fire Chief Graham
City Clerk Copeland

Chief Graham announced the sealed bid opening for RFB 2019-03 – One F150 4x4 crew cab pickup truck. She stated that the bid had been advertised in *The Post and Courier* and on the City's website in accordance with the City's Procurement Ordinance.

<u>Bidders</u>	<u>Pricing</u>
Jones Ford 5757 Rivers Avenue North Charleston, SC 29406	\$34,010.12
Ravenel Ford 6340 Savannah Hwy. Ravenel, SC 29470	\$32,738.00

Chief Graham will evaluate the bids for accuracy and compliance with the bid. She will make a recommendation to the Public Safety Committee at their meeting of April 1st; if the Committee agrees with the recommendation, it will go to the Ways & Means Committee on April 16th and to City Council on April 23rd for an award of a contract.

Respectfully submitted,

Marie Copeland
City Clerk

CITY OF ISLE OF PALMS


South Carolina



DEPARTMENT OF BUILDING, PLANNING AND LICENSING

MEMORANDUM

TO: Desiree Fragoso, Interim City Administrator

FROM: Douglas Kerr, Director of Building and Planning 

RE: Change orders to Thomas and Hutton Phase 3 Drainage Outfall Project

DATE: March 1, 2019

Attached are two proposed change orders to the Thomas and Hutton contract for their work on the Phase 3 Drainage Outfall Project.

The total budget proposed for task 11 of the RFP, which is project administration and meetings, is \$37,220. The budget that was approved by Council did not include any funds for this task and their request is that \$13,000 of this task be paid during the first phase of the project and the remaining \$24,220 be paid in subsequent phases. This oversight was discovered during the execution of the contract. The hours and charges appear to be justified by the expectation of meetings that this phase will require.

The second change is for an additional \$23,300 and would cover an expansion of their services to allow them to analyze the drainage basins that connect to the outfalls and identify high value projects that could be undertaken in the upcoming fiscal year. This expansion of services assumes that the budget currently being considered by Council will be modified to include additional funding for drainage construction projects within the upcoming fiscal year. Additionally, it should be noted that these fees do not include actual design work, which will be determined when the projects are identified and agreed upon.



REQUEST FOR PROPOSALS 2018-02 FOR PHASE 3
DRAINAGE OUTFALL DESIGN AND PERMITTING
ISLE OF PALMS, SC

In agreement with the City of Isle of Palms, Thomas & Hutton has prepared a revised project scope for the Phase 3 Drainage Outfall Design and Permitting project. The revised scope is structured around the scope of services outlined in the Request for Proposals and has been modified to meet the needs of the City.

Our revised scope of services is as follows:

- Existing Data Collection and Analysis (City Scope of Work Item 1) - **Included**
- Survey (City Scope of Work Item 2) - **Included**
- Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - **Included**
- Engineering Design and Plans Preparation (City Scope of Work Item 5) - **Excluded**
- Permitting (City Scope of Work Item 6) - **Excluded**
- Opinion of Probable Construction Cost (City Scope of Work Item 7) - **Included (Partially)**
 - Revised to provide only conceptual opinions of probable costs for the alternatives developed in the study phase (Task 3 above).
- Funding Assistance (City Scope of Work Item 8) - **Excluded**
- Project Phasing Plan (City Scope of Work Item 9) - **Excluded**
- Project Schedule Development (City Scope of Work Item 10) - **Excluded**
- Project Administration and Meetings (City Scope of Work Item 11) - **Included (Partially)**
 - Revised to include a kick-off meeting, one presentation to the City's boards, and at least two other meetings.
- Bid Phase Services (City Scope Alternate #1) - **Excluded**
- Construction Phase Services (City Scope Alternate #1) - **Excluded**

Per this addendum, our revised fee and fee structure are attached. The proposed fees are broken down by the tasks (or services) listed in the City's request for qualifications.



City of Isle of Palms - Phase 3 Drainage Outfall Design and Permitting
Proposed Fee Breakdown
December 6, 2018

Description	Type of Fee	Fee
Base Project		
Existing Data Collection and Analysis (City Scope of Work Item 1) - Included	Lump Sum	\$12,500
Survey and Wetlands/Critical Area Delineations (City Scope of Work Item 2) - Included	Lump Sum	\$26,900
Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - Included	Lump Sum	\$55,700
Engineering Design and Plans Preparation (City Scope of Work Item 5) - Excluded	Lump Sum	-
Permitting Phase (City Scope of Work Item 6) - Excluded	Time & Expense	-
Opinions of Probable Construction Costs (City Scope of Work Item 7) - Included (Partially)	Lump Sum	\$5,700
Funding Assistance (City Scope of Work Item 8) - Excluded	Time & Expense	-
Project Phasing Plan (City Scope of Work Item 9) - Excluded	Lump Sum	-
Project Schedule Development (City Scope of Work Item 10) - Excluded	Lump Sum	-
Project Administration and Meetings (City Scope of Work Item 11) - Included (Partially)	Lump Sum	\$13,000
TOTAL BASE PROJECT FEE		\$113,800
Alternates		
Bid Phase Services (City Scope Alternate #1) - Excluded	Time & Expense	-
Construction Phase Services (City Scope Alternate #2) - Excluded	Time & Expense	-
TOTAL ALTERNATES FEE		\$0

SIMILAR PRODUCTS

Elkay LK4430BF1M, Tri-Level Outdoor

Item # WRB729408

Not Yet Rated



\$5,023.00

Elkay LK4420BF1UDB, Tri-Level Outdoor

Item # WRB729414

Not Yet Rated



\$4,599.00

Elkay LK4420BF1UBLU, Bi-Level Outdoor

Item # WRB2221790

Not Yet Rated



\$3,289.00

Elkay LK4430BF1U, Tri-Level Outdoor

Item # WRB729407

Not Yet Rated



\$5,150.00

Elkay LK4420BF1LDB, Tri-Level Outdoor

Item # WRB729415

Not Yet Rated



\$4,749.00

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Account Tools

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Lists

All

Return to Category List

Home

Plumbing & Pumps

Drinking Fountains

Water Refilling Stations & Retrofit Kits

Elkay® Out



prev [See all 12 items in product family](#) next

Elkay LK4420BF1UDB, Tri-Level Outdoor Pedestal Tubular W/Pet Fountain, Upper Water Refilling Station

Item #: WRB729414

Email

Print

Ships same day.

0 reviews | [Write a review](#)

List Price: ~~\$7,338.00~~ Save up to 37%

Price: \$ 4,599.00

Frequently Purchased Together



Elkay EZH2O LZ55WSLK
Filtered Water Bottle

(1)

Add

\$1,009.00



Elkay EZH2O LZ55WSLK
Water Bottle Refilling Station

(13)

Add

\$1,049.00



Elkay EZ55WSLK Water
Refilling Station, Non

(5)

Add

\$967.00

Product Information

Customer Review

Product Q&A

Accessories

Elkay LK4420BF1UDB, Tri-Level Outdoor Pedestal Tubular W/Pet Fountain, Upper Water Refilling Station

Outdoor Bottle Filling Stations ideal for educational campuses and recreational areas. Powder-coated exterior over a corrosion-resistant stainless steel type-316 base material to provide protection from the elements.

Features:

- Corrosion-resistant base material provides the ultimate protection from the elements
- Heavy-gauge construction with tamper-resistant screws that resist stains and corrosion
- Vandal-resistant bubblers feature chrome-plated integral hood guard to prevent contamination from other users, airborne deposits and tampering
- Laminar flow provides clean fill with minimal splash
- Pet fountain features slow drainage for easy drinking
- Freeze-resistant options available
- Available in 12 stunning finishes
- Ideal for outdoor use.

Product Specifications

BRAND	Elkay
MANUFACTURERS PART NUMBER	LK4420BF1UDB
COLOR FINISH	Evergreen
FILTER	No
REFRIGERATED	No
WIDTH INCHES	29
DEPTH INCHES	26
HEIGHT INCHES	64
GALLONS PER HOUR	-
ADA CERTIFIED	Yes
INSTALLATION TYPE	Floor
FOR OUTDOOR USE	Yes
WATER SUPPLY INCHES	3/8
COOLER/FOUNTAIN ACTIVATION	Push Button
PET STATIONS	1
OUTLET	1 1/2
WATER REFILLING STATIONS	1
CONSTRUCTION	Heavy Duty Steel
STANDARD BUBBLER STATIONS	1
WATER REFILLING LOCATION	Upper
NUMBER OF STATIONS	3

Customers Who Viewed This Also Viewed



PUBLIC SAFETY COMMITTEE
9:00 a.m., Tuesday, April 2, 2019

The regular meeting of the Public Safety Committee was held at 9:00 a.m., Tuesday, April 2, 2019 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of palms, South Carolina. Attending the meeting were Councilmembers Bell and Ward, Chair Buckhannon, Interim City Administrator Fragoso, Interim Police Chief Usry, Captain Swain, Battalion Chief Hathaway 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 March 4, 2019 as submitted; Councilmember Ward seconded and the motion **PASSED UNANIMOUSLY**.

3. Citizens' Comments

Ted McKnight, 2 Shad Row, informed the Committee that a friend of his spoke with Mayor Carroll for almost two hours (2 hrs.) about his concerns relative line of sight issues at beach accesses on the northern tip of the island, and the Mayor contradicted several statements Committee members made last month. The Mayor said the money was an issue because state funding for the beaches was dependent upon providing total public access to the beach, thus the need for a certain number of parking spaces for each beach access. The Mayor also indicated that the new hotel in Wild Dunes was going to increase traffic and produce parking issues because the resort did not have sufficient parking for this additional venue. The Mayor's solution for the problem at the 55th Avenue beach access was to widen the right-of-way which Mr. McKnight interpreted as piping the ditch and bringing in fill which would cost money, i.e. his tax money, "for something that really does not need to be done and which is going to increase additional traffic on top of anticipated traffic." He noted that the last beach renourishment project ended at 56th Avenue, and, without knowing how much state money was contributed to the project in that area of the beach, he liked the idea put forth at the March meeting of no parking in the area of 55th Avenue and the beach access. He hoped that something could be done before this summer season. Addressing the concept of safety on the roadways, he recounted that a friend visiting him recently was in the middle of a rear-ending trio caused by a big, raised pickup truck that ran into the back of her vehicle. She and the vehicle ahead of her were stopped due to the traffic backup that so frequently occurs on Palm, and her car sustained substantial damage. The truck was jacked-up enough that the bumper ran up and over the rear of her vehicle, resulting in the truck having no damages. He found the actions of the IOP police officer very disturbing because the officer did not charge anyone, and commented that people follow too closely on Palm Boulevard and this type of accident was bound to happen. Mr. McKnight noted that riding in the truck were a small child in a car seat as well as four (4) teenagers. In the end, no charges were filed; the vehicles in the front and to the rear drove away unscathed; his friend's vehicle had to be towed and she had to rent a car. He said that many people on the island were irritated because they believe that the speed activity on the island is for revenue rather than safety. He continued that, when an officer does not charge someone who has clearly caused a major wreck, those beliefs are reinforced; he remarked that, if that is the City's policy, he hoped it would be reviewed and changed. His final issue was that he read in the newspaper that the Public Safety Building has

construction issues, needed substantial repairs, and that the Mayor suggested raising taxes to fix the problems.

To avoid raising taxes, Mr. McKnight suggested that, since the City provided four (4) times more parking than it was required to provide, it should have the property at the municipal parking lot and sell the beach front property to pay for the repairs and put the balance away for future repairs. Now, with half the parking, the City could double the fees and get the same amount of revenue. He thanked the Committee for listening as he left the conference table.

MOTION: Councilmember Bell moved to reorder the Agenda and to address Item A under New Business; Chair Buckhannon seconded and the motion PASSED UNANIMOUSLY.

5. New Business

A. Discussion of July 4th fireworks display

Interim Administrator Fragoso informed the Committee that, although the City was not required to renew, it was currently in the third year of a three-year (3 yr.) contract with Munnerlyn Pyrotechnics to produce the display for twenty-five thousand dollars (\$25,000). If the contract was to be renewed, April is the month that the City should notify the company so they can reserve a crew and produce the program.

At the March meeting, the Committee asked that staff provide a relatively accurate estimate of the total costs to the City for the fireworks display each year, and they are as follows:

• cost of the production	\$25,000
• food, staff, additional security	20,000 **
**personnel costs do not include fringes	
Total Estimated Cost	\$45,000 to \$50,000

2

Based on the number of people who come to the beach for the holiday, the City would incur substantial overtime costs from police and fire personnel and the additional costs of the services provided by off-duty Charleston County officers if Council were to decide not to offer the fireworks display.

Chair Buckhannon said that the reason for his concern about overtime was based on the City's current staffing levels and the demand for Charleston County officers by their own department.

Captain Swain said that the Interim Administrator and Interim Police Chief met yesterday to discuss July 4th activities and personnel needs. He reported that, based on what the Police Department's staffing levels are expected to be at that time, the decision was made that the City would need four to five (4 – 5) Charleston County officers because the IOP police officers would be stretched.

MOTION: Councilmember Bell moved to recommend to the Way and Means Committee that the City should exercise its option to renew the contact with Munnerlyn Pyrotechnics at \$25,000 for the third and final year; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

4. Old Business

A. Presentation of Flowbird mobile app to be used to pay-to-park

Sally Donatiello, inside sales representative for Flowbird, and Andreas Jansson, Senior Vice President of Flowbird for the United States, introduced themselves; Mr. Jansson stated that Flowbird was developed about a year ago in coordination with Cale and Parkeon, the provider of the City's parking kiosks. The Flowbird headquarters are in France, and it is a worldwide company with approximately twenty-five million (25,000,000) transactions every day. Ms. Donatiello went through the steps to use the app for the Committee to see how easy it is for the visitor to the island to use. She explained that, when the City rolls out the app initially, Flowbird would provide "ambassadors" who would be on the streets introducing visitors to the app, showing them how to download it, explaining what information they now have access to and demonstrating how to use it. Additionally, they will provide flyers, stickers for the kiosks, brochures, assistance with the press release, and the presence of the ambassadors on the streets. Mr. Jansson explained that the software could be setup to require the input of license plate numbers so that the BSO only has to scan the plate and the information related to that vehicle would be available to him.

Responding to the Interim Administrator's request about pricing, Ms. Donatiello told the Committee that the use of the app would be free to the City for the transactions put through it. The only fee is a thirty-five cent (\$0.35) transaction fee to the end user, which they would be accustomed to paying, and the City would keep ten cents (\$0.10) of that fee.

Interim Police Chief Usry stated that the Flowbird app seemed to be the best fit for the City since it already has the Parkeon kiosks. She noted that the app would also tie-in with T-2, the enforcement app currently in use. Once the City adds the license plate feature, the customer would no longer be required to put the ticket from the kiosk on the dash only to have it blown to the floor when the door closed, resulting in a ticket for "No Receipt Displayed". The Interim Chief noted that Clemson University has the Parkeon kiosks, has introduced the Flowbird app and uses it successfully.

The kiosks would remain in place so that someone could continue "to feed the meter" if he/she wanted to.

Interim Chief Usry stated that she would like to roll out the app with the ambassadors on the streets for the Memorial Day weekend, without the plate scan feature, due to the volume of day visitors the island typically experiences.

B. Update on implementing a pay-to-park system on Palm Boulevard

Chair Buckhannon commented that this has been an ongoing item on the Agenda and that a lot of the work was in organizing the parking and learning about areas where parking regulations might need to be tweaked or changed.

Referring to Mr. McKnight's comments last month and today, the Interim Administrator reported that she reached out to Stantec about addressing his safety concerns, and they confirmed that the available parking in that area did exceed the requirement by sixty-three (63) spaces. They suggested that the City implement a fifty-foot (50 ft.) buffer on either side of the seven or eight (7 – 8) beach accesses that come out of Wild Dunes and reduce the number by only twenty (20) spaces. The City has already contacted SCDOT asking what they would require from the City to take this action, and they replied that, since the spaces were designated for beach parking, the

City did not need to get a permit. The signs have been ordered, and the Police Department will install them as soon as they are come in. The signs will say "No Parking Here to Corner."

1. Update on sample installation of stabilizing product

Tru Grid has told the Interim Administrator that it would provide the City with enough materials to mark four (4) parking spaces for a test; after talking with SCDOT, the City would be required to submit an engineering plan for the location chosen. Stantec has said that they could produce the engineering plan and manage the installation for two thousand dollars (\$2,000). She stated that sixty-three thousand dollars (\$63,000) remained in the budget of eighty thousand dollars (\$80,000) for the implementation of the changes to the Beach Parking Plan, and she recommended using those funds for the payment to Stantec for this project.

2. Update on Stantec feasibility study

Interim Administrator Fragoso recalled that she was tasked with asking Stantec what they would charge to do a feasibility study of the cost to the City to install the stabilizing product along the length of Palm Boulevard and how to deal with the encroachments and the palm trees. She has received that proposal and it is for eighteen thousand eight hundred dollars (\$18,800), and she wanted to know if the Committee wanted it included in the FY20 budget. In the study, Stantec would study Palm Boulevard and provide the City with engineering plans indicating the amount of time the process would take and the changes to the rights-of-way that would be needed.

Councilmember Bell was clear that he wanted to find out if the product would meet the City's needs before expending City funds and that he was still waiting to see the minimalist plan for parking along Palm with the minimum number of parking spaces the City was required to provide. He noted that Council had a lot of support in the community to eliminate parking on Palm Boulevard. Between the construction at Wild Dunes and the marina with its parking changes, he predicted that this summer the City was going to see traffic backups on Palm Boulevard like it has never seen before.

The Interim Administrator said that she would prefer to have a traffic engineer make decisions about where and by how many parking spaces could be eliminated. She commented that she thought Council would get feedback if, for instance, parking was allowed on one (1) block, but not on the next block or vice versa.

Chair Buckhannon suggested that parking be eliminated for fifty feet (50 ft.) on either side of every beach access path on the island.

Councilmember Bell said that he would like the next map of Palm Boulevard to show which properties were rental and which were year-round residences.

C. Update on public transit initiative

According to the Interim Administrator, Wild Dunes, the resort, the marina and only one (1) business from Front Beach were interested based on their attendance at an early March meeting. The COG has requested layouts of the vans to understand how many people each will hold to know how many people they can transport at one (1) time; final approval from SCDOT was expected around April 18th. A place for riders to park in Mount Pleasant will be the Bi-Lo vacated recently at the corner of Highway 17 and Hungry Neck Boulevard.

D. Discussion of coyote management

Chair Buckhannon asked that the members of the Coyote Coalition join the Committee at the table, and Bob Miller of 3 Fairway Village lane and Jillian Kerber of Hidden Green Lane came forward.

Captain Swain said that he had little news to offer from March, but that currently no traps were deployed because they were going through the cleaning process for redeployment. The Captain reported that he spoke with Jim Westerholt, the Forestry and Wildlife Chair for the Horry Georgetown Technical College, and he explained to Captain Swain his process for his students to get an estimate of the number of coyotes on the island and noted that the best time was dusk.

When Chair Buckhannon asked what the goal was, Councilmember Bell replied that it was to get an estimate of how many coyotes islanders were living with.

Bob Miller, 3 Fairway Village Lane, said that he agreed with the need for a count of the coyotes. He reported that he presented his information to the Wild Dunes Community Association's (WDCA) annual meeting because the Coalition saw the coyote problem as a joint venture between the City and the WDCA Board although it has not been joint enough for them.

Mrs. Kerber recalled that she has spoken to the Committee on two (2) prior occasions and to City Council. After the second incident, she reported that she received an email from both Captain Swain offering to put a camera in the Kerber yard if they wanted and a call from Officer Hardy a day or so later saying that a camera had been placed near the #5 tee box. A few days later, she understood from Officer Hardy that traps were going to be set near the #5 tee box as well as the camera. A couple of weeks after that she contacted Officer Hardy for an update before the Coalition meeting and did not get a response; another member of the Coalition emailed Captain Swain with the information on where the traps were currently deployed, that no cameras were deployed and no traps were anywhere near the fifth hole. She stated that she did not feel that she was getting any support from the City or from WDCA; they made it clear that they deferred to the City; in addition, she was getting conflicting information.

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Captain Swain reported that no traps had been placed close to her home; he noted that they must be very selective in where the traps were deployed. The captain said that a camera was placed in her yard, but it only caught one (1) visual of a coyote.

When the Interim Administrator expressed interest in the message Mrs. Kerber received when she confronted Dave Kynoski. Mrs. Kerber said that he told her that some of the roads in Wild Dunes and the golf courses were public; therefore, they felt coyotes were an island problem that fell to the City to handle.

Mr. Miller's frustration was in full view when he said that he has heard a lot of nice words but that nothing has been done.

When Councilmember Ward suggested setting a meeting between the Public Safety Committee and Wild Dunes, Interim Administrator Fragoso said that she would try again to arrange a meeting with Dave Kynoski.

E. Update on beach handicap accessibility

Interim Administrator Fragoso referred the Committee to the short presentation in the meeting packet; she noted that State law allows for the use of motorized wheelchairs or carts on South Carolina beaches. According to the City Attorney, the definition of cart would include golf carts if used by handicapped persons. Although the City Code does not have anything specifically allowing golf carts on the beach for handicap accessibility, State law and the ADA supersede the City's ordinances. Since the State law overrides the City Code, the City does not need to amend its ordinances; in addition, State law requires a DMV issued permit for the use of a golf cart and proof of a handicap placard for special exemptions, such as golf cart access to the beach. With that information in mind, she asked if the Committee wanted to decide if the City to require another layer of permitting and to issue its own decal or placard. If the Committee was inclined to amend its ordinance to be more specific than the State law, a proposed amendment was also part of the packet; the packet concludes with the approach Sullivan's Island has taken to this issue.

Interim Police Chief Usry agreed with comments about keeping the process simple; therefore, the City should follow State law, i.e. the golf cart must be registered with the State and the handicap placard must be displayed when in use on the beach.

The Committee did not make a recommendation to limit a golf cart's movements on the beach, but it did agree to proceed with the ordinance amendment in order to give officers the authority to enforce State law on the beach.

MOTION: Councilmember Bell moved to have First Reading on an ordinance amending the City's golf cart ordinance to authorize police officers to enforce State law regarding the use for providing handicapped accessibility to the beach; Chair Buckhannon seconded and the motion PASSED UNANIMOUSLY.

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F. Status of law enforcement assessment of the Police Department

The City received proposals from three (3) firms; one (1) quoted in excess of thirty-five thousand dollars (\$35,000+), the second quoted twenty thousand dollars (\$20,000) and the third will be reviewed in the coming week. She noted that Council budgeted up to twenty thousand dollars (\$20,000) for this work. If the third proposal arrives prior in advance of the Ways and Means Committee, a recommendation will be made.

Councilmember Bell questioned whether to wait until the City hired a new Chief to move forward, but Interim Administrator Fragoso said that, having spoken with the persons who submitted proposals, they did not feel it was necessary. If a problem was identified, the report could be useful to the new chief.

Interim Chief Usry urged this Committee and Council to move quickly to hire the new chief; Captain Swain was going to be expected to perform three (3) jobs, i.e. Interim Chief, Captain and his job as Captain.

G. Discussion of FY20 Budget

According to the Interim Administrator, two (2) items in the Police Department budget were changed since the Committee say the budget last reviewed, and they were (1) an increase in the cost of the police SUVs and (2) the salary range and mid-range pay adjustments approved for the Police Department. At the budget meeting, all Councilmembers were asked to study the budget, particularly the budget(s) under the Committee(s) they served on, to recommend any changes

they thought should be made and to introduce any new initiatives or projects they would like to go before the Ways and Means Committee for consideration. No one had programs, initiatives or projects to introduce, but they were most complimentary of the information provided and the manner in which it was presented at the most recent budget meeting. Councilmember Ward said, "We are, finally, on the road to taking the controversy out of the budget process."

Moving to the Fire Department budget, Interim Administrator Fragoso stated that no changes have been made since it was last reviewed.

The Interim Administrator noted that the last few of pages of the full budget document show the major Capital and Special Projects the City will undertake in the FY20 budget with the source(s) of funds.

5. New Business

B. Consideration of implementing a commercial film, video and photography permit fee

In an effort to streamline the approval process for requests for filming and photography on the beach, Interim Administrator Fragoso has been looking at what other local governments do for small and unobtrusive projects that come to the City, and she wanted to know how Council might feel about a permit application process. She said the application would be very thorough to ensure that all of the City's questions and concerns would be addressed; she recalled the National Geographic filming that was only a two (2) person crew and noticed by only a few people. Currently they must contact City staff who would ask that they provide an overview of their project to include in the Public Safety Committee packet, and they would be asked to attend, in person or by phone, the next Committee meeting to answer questions posed by the police and/or fire personnel as well as Committee members and staff to obtain City-sponsored event status. Assuming the project was approved on the Committee level, they would be asked to attend the Ways and Means Committee meeting and the Council meeting the next week in order to obtain a final approval for their City-sponsored event. The events typically have been, but, at times, the process can take more time than the actual project they want approved. If this was a concept that the Committee wanted to pursue, she would present to a proposal to the Committee at the following meeting.

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7. Highlights of Departmental Reports

Fire Department

Battalion Chief Hathaway took the Committee's request for a shorter report to heart and had produced a one-page report that summarized the important information from the prior month; the summary and detailed monthly reports are on the City's website.

Police Department

Captain Swain stated that he, too, is working on a one-page report. When completed, the summary and detailed reports will be posted to the City website.

7. Miscellaneous Business

Next Meeting Date: 9:00 a.m., Monday, May 6, 2019 in the Conference Room

8. **Executive Session** – not needed

9. **Adjournment**

MOTION: Councilmember Bell moved to adjourn the meeting at 10:41 a.m.;
Chair Buckhannon seconded and the motion **PASSED UNANIMOUSLY.**

Respectfully submitted:

Marie Copeland
City Clerk

RECREATION COMMITTEE

5:00 p.m., Monday, April 1, 2019

The regular meeting of the Recreation Committee as held at 5:00 p.m., Monday, April 1, 2019 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Buckhannon and Moye, Chair Smith, Interim Administrator Fragoso, Recreation Director Page and City Clerk Copeland; a quorum of the Committee was present to conduct business.

1. Chair Smith 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 Buckhannon moved to approve the minutes of the regular meeting of March 4, 2019 as submitted; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

3. Citizens' Comments

Dan Harvey, 104 Grand Pavilion, stated that he read the City was planning to allow a surf camp in the area of Grand Pavilion, and, although he supported the concept, he was concerned that it was going to take place in a residential area. As a home owner his concern was parking when Wild Dunes did not have enough parking in that area already; he also said that he did not think due consideration was given to the property owners in that vicinity of the beach as to the placement of the camp. He commented that the resort might be supportive, but he opined they had a commercial interest. He added that he thought the camp would better serve the residents of the island if it were not inside the gates on a part of the beach that was restrictive; he noted that Wild Dunes has three thousand (3,000) private homes.

4. Departmental Report – Director Page

Director Page stated that the March report did not contain much that was new from the February report and that classes were going well. She said that the fitness classes were some of the most popular. The youth baseball program started games today; one hundred sixty-five (165) young people between the ages of three (3) and twelve (12) are participating. The adult softball continued along with 3-on-3 basketball, 6-vs-6 soccer and table tennis. The monthly Keenagers potluck lunch will met on March 6th and will meet on Wednesday, April 3rd. The Front Beach Fest was a big success with perfect weather, and all attendees enjoyed the afternoon. At the end of the month, the Rec Department put on the Annual Community Yard Sale with fifty (50) booths set up on Hartnett between 27th and 29th Avenues. The next event will be the Easter Egg Hunt on Saturday, April 20th at 10:00 a.m. that will have the Easter Bunny, jump castles, face painting, a balloon artist and a photo booth. Other upcoming events are Music in the Park on May 4th, the Sand Sculpting Competition on June 1st, and the IOP Beach Run on Saturday, July 27th. Summer camp registration will be on Saturday, May 4th from 1:00 p.m. to 3:00 p.m. for IOP residents only and on Monday, May 13th, beginning at 7:00 a.m., for non-residents. General information included in this report was a graph of the hours that the Rec Center was open in March 2019 compared to March 2016; it also illustrates how the hours vary month to month. A graph of the use of the gym on the Saturday and Sunday as well as Monday through Friday. Additionally, the report had a week's listing of the classes by day of the week, time, the room to be used for each activity or

program and the instructor; it was used as a “cheat sheet” for the front desk. Although the number of cars in the parking lot vary, this schedule also demonstrated how busy the Rec Department really was on a daily basis.

The graph showing the supervised hours the Rec Center was open caused Chair Smith to ask the reason for the differences.

Director Page stated that activities like 3-on-3 basketball games took place after these guys got off work so the Rec Center was open some nights until 10:00 p.m.

Councilmember Moye said that the schedule of classes and their room assignment was very helpful. He asked whether an individual could come to the Rec Center who did not want to participate in a class, but wanted to do yoga on her own, would she be allowed to use a room that as not already in use? To which the Director answered affirmatively, but noted that a room might not be in use for a class but was being cleaned or prepared for the next class. She also pointed out that the schedule changed week to week so it would not be possible to tell someone that they could come in every day or every week at “x” time and use a specific room.

Chair Smith was interested in knowing if the monthly class schedules were available to the public in any way other than the front desk at the Rec Center.

Director Page replied that *The Moultrie News* was good about putting the class schedules in their publications, everything was in the Activity Guide, the Department’s e-newsletter and on the website. When the Department hosts a Special Event, *The Post and Courier* normally reports it in their Wednesday Charleston Scene magazine.

5. Old Business

A. Update on franchise agreement for surfing lessons on the beach in Wild Dunes

Interim Administrator Fragoso recalled an email she had sent to members of the Committee some two (2) weeks ago expressing her concerns about this initiative as it moved forward. She reported that she tried unsuccessfully to coordinate a meeting with Dave Kynoski, COO of the Wild Dunes Community Association (WDCA), and Frank Fredericks, manager of the resort; she succeeded in having a meeting with Frank Fredericks and a phone conversation with Dave Kynoski. She continues to feel that the three (3) of them need to meet to discuss the logistics, feasibility and do-ability. The resort was supportive of surfing lessons as a new activity for their guests, but Interim Administrator Fragoso questioned how the City would manage it so that it was not available only as a resort amenity. The City must be assured that the lessons were offered to all residents wherever they live as stated in the franchise agreement; she did not know how much oversight that would require. From the discussion with Mr. Kynoski, she learned that the topic had not been fully addressed by the WDCA Board; she did learn that the Board voiced some concerns about people live outside the gates coming inside for this activity. In addition, Mr. Kynoski said that the property owners in Wild Dunes knew that they would live in a resort with a variety of amenities, but the surfing lessons would be a new amenity that they were not sure they would like it. Like Mr. Harvey, the Board was concerned about the location on the beach where the classes would be taught; residents thought that placing this commercial activity in a residential area of the beach. She thought they could work through these issues when she met with Mr. Fredericks and Mr. Kynoski on Wednesday, April 3rd; the Interim Administrator thought it was important to have the WDCA Board’s support before any franchise agreement was finalized. She

opined that the City should be respectful of their concerns about access and parking, but she was confident that they may be able to reach a mutually agreeable solution to that and to parking. On the issue of offering the lessons inside the gates, she questioned whether the City would be offering something that would directly benefit the resort, which was not the intent; she said she needs more assurances.

Councilmember Moyer said the City needed a better message to the residents of Wild Dunes, i.e. the City was aware that residents wanted surfing lessons and that this would be a pilot program on a small scale that was very controllable and very observable.

According to the terms of the franchise agreement, the business awarded the contract would owe the City three thousand dollars (\$3,000) upfront plus four percent (4%) of the gross revenue; if the service were to be scaled back, the concern has been that the business would not generate enough profit for the City to receive a favorable proposal. Since the business would be operating within the resort and the resort would be assisting the business with scheduling and the online infrastructure, one could assume they have some type of agreement with the resort, but that was information the City does not have. The Interim Administrator envisioned the classes having five to ten (5 to 10) students at a time, operating Monday through Thursday and only between 8:00 a.m. and 1:00 p.m., and Mr. Kynoski and Mr. Fredericks do not believe that this would generate enough revenue for someone to find it profitable enough to reply to the RFP for the franchise agreement.

Interim Administrator Fragoso said that she was continuing to work on this initiative, because she did not want to issue the RFP without having all of the pieces put together. She is optimistic that the meeting on Wednesday may resolve these issues and insure that the resort and the WDCA understand that the goal is to provide this activity to everyone on the island, not just Wild Dunes residents and guests. She believed that, if they can get beyond the concern of people coming inside the gates for the lessons and if the City can be assured that the lessons fall under the purview of the franchise agreement with City the other issues would resolve themselves. She concluded that she could not support the program if the public perception was that surfing lessons were offered for the benefit of the resort.

B. Discussion of 2019 Farmers Market

Recently, Interim Administrator Fragoso and Director Page met with last year's co-managers of the 2018 Farmers Market Rebecca Stephenson and Jessica Blaszcak regarding the 2019 market, and they recommended moving the market from the County Park to the Rec Center. Last week, she met with Director Page and Assistant Director Ferrell to discuss when and where the market could be held, and they found a cement pad along 27th Avenue that was shaded and appeared to be perfect for the farmers market. For the past two (2) years, the IOP Farmers Market has been held on Thursdays in September and October between 3:00 p.m. and 7:00 p.m., but the Rec Department has a number of activities on Thursdays that would preclude holding the Farmers Market the same afternoon. When the discussion of selecting other months, the co-managers thought that July and August were too hot, would conflict with Sullivan's Island and would conflict with the many other markets in the area in the summer months. Mention was made that the summer camps end their days at 3:00 p.m. which was also the time the Farmers Market has started, so the coincidence of the two (2) events might drive people to the market. Considerations the co-managers brought up were, again, the heat, one (1) of them traveled in the summer months and would not be available for all markets and many island residents travel in the summer months. In the Market were to continue in the fall and be at the Rec Center, it would have to be moved from Thursdays to Wednesdays. The Interim Administrator explained that the

fall months were selected hoping that vendors would be more available since other local markets would have closed for the season and having the use of the County Park.

Currently, the Interim Administrator is waiting to hear back from the co-managers informing her what they are willing to commit.

Councilmember Buckhannon reported that the only time parking was an issue on 27th Avenue was during softball and baseball seasons.

For Councilmember Moye, the decision was fall or summer, not Wednesday versus Thursday.

The Interim Administrator said that she would have an update for the Committee next month.

C. Discussion of FY20 budget

Since the Rec Department budget has not changed since the budget workshop on March 31st, the consensus of the Committee was to review only the highlights. The Operating budget has seen a decrease to some line items based on actual expenditures and produced a savings of approximately one hundred four thousand dollars (\$104,000). Of particular interest to the Interim Administrator was the Committee's opinion on the RecTrac software that was deferred from FY19 to FY20 and has been deferred again to FY21 with a cost of thirty-one thousand dollars (\$31,000), from a 2017 quote. Although substantial, it would be a one-time expenditure. Residents have become accustomed to the registration process at the Rec Department, and, it is a simple process with a single location for everything.

Chair Smith wanted to move forward with the online registration and would be happy to eliminate the Wi-Fi and move that money to the software line item; she commented that she has not heard any complaints about the lack of Wi-Fi at the Rec Center and wondered what the need was for Wi-Fi at the Rec Center.

Director Page agreed that she was not keen on the idea of Wi-Fi for the grounds of the Rec Center, but she did see the need inside the building. People in the Cardio Room would like to have it as well as the ladies who hold their book club group at the Rec. She thought that people who come to the Rec Center were wanting to disconnect from technology for a while and the cost would almost be cut in half.

Chair Smith defended online registration as being an annoyance for the younger generation on the island; they have become accustomed to managing their world from the comfort of their living room. The Chair did note that residents do not generally know that they could register for athletics, classes or other programs with a phone call.

Director Page said that a new family must come to the Rec Center to establish their household in the RecTrac system before any type of registration could happen, a phone call, in person or online.

Councilmember Moye did not perceive online registration as a pressing need; in his opinion, technology was not the answer to everything. He did say that the RecTrac software might be outdated or not especially suited to a small community; he encouraged Director Page to investigate what alternative software was available that would be cloud-based and to consider it for the next budget year.

The Director said that changing technology was complicated without a dedicated IT person.

Interim Administrator Fragoso remarked that the existing IT contract has expired and that, internally, staff was looking for alternatives, including the addition of an IT position.

Chair Smith suggested that the investigations continue for possible inclusion in the FY21 budget, and the Committee agreed to include only Wi-Fi in the building for the FY20 budget.

For Councilmember Moyer, the Director's expressed needs for IT assistance demonstrate the shortcomings of the RecTrac system.

Interim Administrator Fragoso said that she would produce a list of the changes to the budget that come from the standing committees of Council and present them to the Ways & Means Committee for approval or disapproval before generating a second version of the FY20 budget.

The Chair suggested that it would be helpful to see the sources of revenue generated by the instructors, the classes and programs, athletics, accommodations or hospitality taxes, etc. for the Rec Department to study with the Department's expenditures. The Interim Administrator told the Committee that she would work with the Treasurer to produce that information for each committee.

6. New Business

A. Discussion of adding a coastal science class or presentation series

Referring to the IOP Council website she has created, Chair Smith informed the Committee that she had received positive, enthusiastic feedback on the prospect of having classes or presentations on coastal science, ecology, marine environment, etc.

Councilmember Buckhannon recalled that such classes and programs have been offered in the past, and, typically, they started strong, but began to fall off.

Director Page agreed and stated that series/programs like this were not good for the long-term, but she has been talking with several people about this topic to get resources and speakers who would participate in the fall.

Chair Smith's suggestions were to gear the program toward adults because the island kids attend Sullivan's Island Elementary and have a class on the subject. If the classes were to be in the fall, she suggested that they start early to have sunlight on the beach.

The Director questioned whether such a group could go to the beach due to ADA requirements which are not available at 28th Avenue.

In addition, the Chair suggested holding an event at the beach in coordination with a speaker, for example painting at the beach; possibly a lecture could be coordinated with the Farmers Market if it continues to be in the fall.

Councilmember Moyer advised Chair Smith could take a more structured approach to her website to get the specific information she wanted. That information would give the Rec Department team the information to make best decisions for the residents.

Director Page cautioned that the first step was to find out when the instructor, speaker, etc. would be available.

The Interim Administrator asked to go back to the discussion of the budget for an item that she had forgotten, and she reported that Councilmember Kinghorn had asked about a celebration of the 30th anniversary of Hurricane Hugo.

Councilmember Moyer thought he had used the wrong word and that he meant a commemoration of Hurricane Hugo. He, then, asked what the goal would be and why.

Interim Administrator Fragoso said that she had not known what her response should be to Councilmember Kinghorn; she could not imagine celebrating a devastating storm that was traumatic to many people on the Isle of Palms and in the low country. She did think an activity could be appropriate to provide information on hurricane preparedness, emergency planning. She noted that Council had had very little to say about the Councilmember's suggestion, but, if the Rec Committee wanted to consider having some type of activity, money need to be identified in the FY20 budget.

Councilmember Moyer was not supportive of spending any City funds on such an event or activity.

B. Discussion of recent suggestion from community for new Rec programs

Chair Smith informed Director Page that her solicitation on social media for new classes or programs that residents wanted to see at the Rec was picked up by one (1) of the island's neighbors' groups and generated a lot of feedback that she copied and distributed to the Committee. It contained a lot of comments about a pool at the Rec Center; many of the programs or activities have been tried at some time in the recent past. The newly re-surfaced tennis courts have also been lined for pickle-ball, so that program will begin soon. The Rec Department staff will be considering this list as they plan for the fall and winter.

The Chair said that a pool has a lot of support among the residents; residents who live outside of Wind Dunes do not have access to a community pool. She said that she would like to see the island have a pool in the not too distant future. She would not require a year-round pool, but a pool that was available to residents from mid-spring to the end of summer, a pool that could support a swim team, a community focal point, etc. To offset the costs of the pool, the City could charge for memberships. She suggested that it could be helpful for the City's drainage situation although it would be an impervious surface.

Councilmember Moyer noted that his brother-in-law built pools, and he has talked to him a lot about a splash pad and pool for the Isle of Palms and about what other municipalities were doing. Councilmember Moyer was told that many municipalities defray the operational costs associated with a pool through the sale of concessions, food and beverage and not allowing people to bring snacks or drinks. He opined that the construction of a pool would require a referendum.

After Hugo in 1989, the City had a referendum about a pool and it was soundly defeated; people recovering from a major hurricane did not want to think about a pool.

Interim Administrator Fragoso suggested holding an advisory referendum; it would be non-binding and would gauge the interest in the community. She told the Committee that a referendum for funding would be determined by the City's position relative to its debt limit.

7. Miscellaneous Business

Next Meeting Date: 5:00 p.m., Monday, May 6, 2019 in the Conference Room.

8. Adjournment

MOTION: Councilmember Buckhannon moved to adjourn the meeting at 6:37 p.m.; Councilmember Moye seconded and the motion PASSED UNANIMNOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

PERSONNEL COMMITTEE

5:00 p.m., Tuesday, April 2, 2019

The regular meeting of the Personnel Committee was held at 5:00 p.m., Tuesday April 2, 2019 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Ferencz and Rice, Chair Moye, Interim Administrator Fragoso and Clerk Copeland; a quorum of the Committee was present to conduct business.

1. Chair Moye called the meeting to order at 5:17 p.m. 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 Ferencz moved to approve the minutes of the regular meeting of February 11, 2019 as submitted; Councilmember Rice seconded and the motion PASSED UNANIMOUSLY.

3. Citizens' Comments – none

4. Old Business

A. Consideration of potential candidates for Chief of Police

The Chair chose to identify the candidates as A through J to maintain their anonymity at this point in the process. He noted that reservations were expressed about candidates C and D and their level commitment in terms of why they wanted to come to the Isle of Palms.

MOTION: Councilmember Rice moved to instruct staff to invite candidates A through E to the City for personal interviews for the position of Chief of Police; Chair Moye seconded.

Councilmember Ferencz noted that the community served by Candidate C was extremely small; she also stated that she thought Candidate F was stronger than Candidate B.

Chair Moye said that, based on the criteria used to rank the candidates and the input from Councilmembers, Candidate B was clearly Number Two. The Chair said that he did not see anything in the information provided that would be considered "a red flag"; he added that an excellent article about this candidate was on-line.

Councilmember Ferencz stated that she did not want to lose Candidate F; she commented that two (2) of the top five (5) candidates were also selected by The Mercer Group.

For the Chair, the surprising factor was that so few of Mercer's choices were included in the resumes sent to Council for their consideration.

VOTE: The motion PASSED UNANIMOUSLY.

When Councilmember Rice asked about a timeline for filling the Police Chief's position, the Interim Administrator said that the personal interviews would take place the week of April 15th and that only two (2) candidates should be interviewed in one (1) day. She indicated that the goal was to

distribute the interview schedule to Council by Friday, April 5th, and, if agreement can be reached, a recommendation could be made to Council on April 23rd or April 30th at a Special Meeting.

Chair Moyer envisioned the interviews to be conducted by two (2) panels of three (3) persons with one (1) person asking the questions and the other two (2) taking notes; the panels would be composed of a law enforcement expert, the Personnel Committee and the Public Safety Committee.

After the interviews, the Interim Administrator opined that the candidate should go to the Public Safety Building to meet and talk with the personnel on duty who would also provide feedback to the Personnel Committee should be conducted before the interviews.

The consensus was that the Mayor should be a part of the interview panels.

Chair Moyer explained that the interview guide would have scores for each question; therefore, the total would rank the candidates objectively and reduce the number of candidate(s) that the Committee would recommend to Council.

Councilmember Ferencz told the Committee that the Mayor was very firm about having citizens meet the top candidates.

Both Chair Moyer and Councilmember Rice remembered the Mayor saying that this job had to be done as quickly as possible and that time would not allow for a “meet and greet” with the residents.

Councilmember Ferencz stated that, in a conversation with the Mayor yesterday, he had been insistent that the residents get to meet the prospects for the Chief’s position.

2

Chair Moyer commented that going from five (5) to three (3) was an unnecessary step; he expected all five (5) candidates to meet with the Police Department and interested residents. On the subject of meeting with the public, the Chair thought that, since a couple of the candidates live relatively close by, meeting the public would place an additional burden on them especially since this is happening somewhat “last minute”.

Councilmember Rice did not think the Committee would gain anything by introducing the candidates to members of the community and that it would only “muddy the water”. When she noted that Council had been elected to make this kind of decision, Councilmember Ferencz added that this Council had also pledged to be transparent.

Since the Committee has selected its five (5) finalists, Chair Moyer thought the time had come to make the candidates’ names public; he understood that, once the finalists were chosen, their names would be announced to the public. After more discussion, the Chair suggested that a short and informal “meet and greet” could be a part of their day on the island, and the balance of the Committee agreed. Details were left to staff to handle.

B. Status of the hiring process for the City Administrator and Assistant Public Works Director

HR Officer Degroot told the Committee one hundred twenty-four (124) people have responded the search for a new City Administrator position, and emails were sent to all. Some of the candidates were sent the assessment, and the deadline for submission was midnight on Sunday, April 7th. Once they have been received, she will meet with Chairman Moyer. For the Public Works

position, the City received one hundred nine (109) resumes; the names are being entered into a database as they are sorted based on their qualifications to perform the job. As with the City Administrator, each candidate was sent email thanking him or her for applying, and those who meet the qualifications would be sent the employment assessment to complete. Upon receipt of the assessment, the top candidates would be selected and invited to interview.

When Councilmember Ferencz asked how the Committee wanted to address the issue of holding a “meet and greet” with the residents.

Councilmember Rice did not think the Committee would gain anything from holding an event to introduce the candidates to the residents; to which Councilmember Ferencz stated that to allow them to meet residents would be a signal of complete transparency. Councilmember Rice opined that the members of Council were elected to make this type on the behalf of the residents.

Responding to Councilmember Rice’s question about the process for selecting the Assistant Public Works Director, HR Officer DeGroot said that, after the assessments come back and the scores compiled, the top candidates would be selected. The top candidates would be interviewed by Director Pitts and the Building and Licensing Director Kerr; the final selection would be made made by Director Pitts, Interim Administrator and the HR Officer.

C. Update on *ad hoc* Committees for standing committees

Interim Administrator Fragoso said that she did not have an update on *ad hoc* committees, other than to say that no standing committee has brought anything to her nor has she been approached by a committee chair with a request for assistance to get something done.

Councilmember Ferencz noted that the Committee had not come up with a process for getting residents to serve on an *ad hoc* committee; she did not want to find a project appropriate for such a committee, and the Personnel Committee did not have a process to attract candidates.

Councilmember Rice remembered that the Mayor would select residents to volunteer a task force.

The Interim Administrator recalled asking every committee if they could use an *ad hoc* committee gather data about a subject, and all said no.

D. Status of boards and commissions criteria and selection process

Interim Administrator Fragoso said that she did not have anything to bring to the Committee, but she was calling other municipalities to find out the how they choose these committee chairs. She told the Committee that she would have something for them to review very soon.

E. Discussion of launching a comprehensive Strategic Planning process in 2019

Councilmember Ferencz asked if money was in the FY20 budget to support this project.

Interim Administrator Fragoso replied that at this moment no money in the FY20 budget, to support this initiative but she wanted the Personnel Committee to ask that ten thousand dollars (\$10,000) be added for this task. She reported that she has contacted the College of Charleston; she stated that they do this type of work routinely and asked for their assistance for the City of Isle of Palms. She has learned that the first step was to find out what the residents thought should

be the first priority for the City and to rank any other additions or changes they want to see. In that light, she has been working on a Citizens' Satisfaction survey and studying one such survey from the Joseph P. Riley Center.

Councilmember Rice expressed her full support for this initiative; she was aware that the City needed a Strategic Plan and probably needed it a couple of years ago. She asked for some type of timeline.

The Interim Administrator stated that this work could take two to three (2 – 3) years and would be an ongoing process, and the survey will help to assess what the citizens find important to them. When completed, it should be a guide to future City Councilmembers with short-term and long-term goals to incorporate into the budget.

Interim Administrator Fragoso stated that the Riley Center has not yet officially announced their participation in this project.

F. Discussion of establishing a Director of Human Resources potential and potential

Councilmember Ferencz stated that this was a placeholder meant to include in the budget, but she did not know what figures to reserve for the position.

Councilmember Rice opined that the Committee has so much going on right now, and she thought the Committee was jumping the gun with this position.

Chair Moya stated that this position was not just hiring new personnel; the City needs this desperately. In his opinion, the City has not had any strategic resources and the need was "incredibly acute." He proceeded saying that this position was a strategic part of the City's infrastructure to put the right people in place and to support them.

A new job description would have to be written to describe the duties of the position, and Councilmember Ferencz stated that she would call local municipalities to get some idea of the salaries being paid for this position.

G. Discussion of the FY20 budget for General Government and the Building Department

The Interim Administrator said that no changes were made to the Mayor and Council budget.

Councilmember Ferencz commented about the increase in health insurance for Mayor and Council has increased dramatically and asked why.

The Interim Administrator stated that today nearly every member of Council was enrolled in the State Health Plan, and the number she was looking was the City's portion of the premiums. Since this is an election year, changes were possible.

For General Government, no changes were made to the budget since the Committee reviewed it last, but Interim Administrator Fragoso did want to point out several lines. She directed the Committee's attention to line 83 Tourism Promotion Expenditure that included the amount that must be paid to the Charleston Visitors Bureau, the t-shirt promotion and website maintenance. On the General Government Bonded Debt Service, he funds identified on line 15 are the Public

Safety Building and Recreation Bond payments and the debt service for the bond the City will get for Phase III drainage. Employee training was comprised to the tuition reimbursement funds for employees who get additional education in their field and often leading to a college degree. Also included in that line was five thousand dollars (\$5,000) for ongoing employee training; she asked the Committee to approve an additional five thousand dollars (\$5,000) for Line training aimed at department heads and City Hall staff using a program she and HR Officer DeGroot were crafting.

Moving to Line 34 Professional Services, funding for the annual audit, credit checks on potential employees, codification updates, and the on-line draft dashboard providing transparency for certain City finances can be found; an addition for which the City did not yet have a price is the new employee evaluation tool. The Interim Administrator and Treasurer were suggesting that the funds for the grant writer from General Fund-General Government, Contracted Services to be transferred to tourism funds; since the grant funding would be for drainage, she and the Treasurer can make a sound argument to substantiate the move if it were questioned.

When asked about the placeholder for the Director of Human Resources, the Interim Administrator stated that all ninety-two (92) positions were included in the Wages and Salaries lines for each department. From discussions at the budget workshop, staff will be evaluating the vacant positions to determine if it needs to be filled.

In the Building Department budget were funds for software that would track short-term rental properties to be sure that the City has permitted each one (1) and that they were paying all applicable taxes for short-term rentals.

In the Court budget, no changes have been made to it since the last review.

Councilmember Rice asked if funding was included in the budget for the anti-litter campaign "Pack it in and Pack it out".

The Interim Administrator said that no funds were identified for that purpose, but she thought it could be added to the State ATAX or Muni ATAX fund.

5. New Business – none

6. Miscellaneous Business – none

Next Meeting Date: 8:30 Tuesday, May 7, 2019, City Hal Conference Room

7. Executive Session – not needed

8. Adjournment

MOTION: Councilmember Rice moved to adjourn the meeting at 6:23 p.m.;
Councilmember Ferencz seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

Tidal Wave Water Sports, Inc.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into effective this first day of June, 2004, by and between The City of Isle of Palms, S.C. ("Landlord"), and Tidal Wave Water Sports, Inc., a South Carolina corporation ("Tenant").

In consideration of the mutual covenants and agreements of the respective parties herein contained, which are expressly agreed to by Landlord and Tenant, the parties hereto, for themselves, their respective successors and permitted assigns, hereby agree as follows:

1. LEASED PREMISES. Landlord by these presents does hereby demise and let unto Tenant and Tenant hires and leases from Landlord that certain strip of highland and adjoining dock, situated on the Intracoastal Waterway side of the Isle of Palms Marina, the exact description of which is set forth on the drawing attached hereto and made a part hereof, labeled Exhibit I (the "Leased Premises").

2. TERM OF LEASE. The term of this Lease shall commence on June 1, 2004, and end on September 30, 2005. This Lease shall be automatically renewed for successive one (1) year terms commencing on October 1, 2005, under the same terms, covenants and conditions set forth in this agreement until either party gives the other party at least ninety (90) days prior written notice of termination of this Lease at the end of any such renewal term. ~~Provided, however, that notwithstanding any provision in this Section to the contrary, if the Marina Management Agreement between Landlord and Marina Joint Ventures, Inc. is terminated for any reason, Landlord may terminate this Lease upon ninety (90) days prior written notice to Tenant.~~

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as
Amendment
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3. RENT.

A. Tenant agrees to pay initial annual base rent to the Landlord, or such agent of

Landlord as Landlord may from time to time designate in writing, in the sum of Eighteen Thousand and no/100 (\$18,000.00) Dollars, due and payable in equal monthly installments of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, due and payable in advance on or before the first day of each month, commencing on June 1, 2004, and continuing throughout the entire term of this Lease.

B. In addition to the base rent set forth in this Section, Tenant agrees to pay additional annual rent to Landlord equal to twenty (20.00%) percent of Tenant's gross profit (as defined by Generally Accepted Accounting Principles, or "GAAP") derived from the Leased Property in excess of Three Hundred Thousand and no/100 (\$300,000.00) Dollars per lease year. Such amount shall be due and payable in full within thirty (30) days after the end of each year of each lease year. Tenant agrees to keep true, accurate and complete records of all activities conducted at the Leased Property and along with the payment of the additional annual rent shall provide Landlord with a certified statement showing the monthly gross income for the subject year. Landlord and its agents and representatives are hereby authorized to inspect and copy all books and records of Tenant relating to the Leased Property at such times as Landlord may determine. Tenant agrees that each year, within 90 days after the end of Tenant's fiscal year, Tenant will provide Landlord with a copy of Tenant's annual compiled financial statements, certified by Tenant's independent accounting firm. Tenant also agrees that each year, Tenant will provide Landlord with a certified copy of Tenant's state and federal income tax returns no later than the due date for filing the returns. If Tenant receives an extension for filing any such return, Tenant will provide Landlord with copy of same upon filing. To the extent allowed by the South Carolina Freedom of Information Act, Landlord agrees to keep all such information confidential.

C. For the first renewal term, if any, and for each renewal term thereafter, if any, the monthly rental for each such term shall be increased by a percentage equal to the average yearly increase in the Consumer Price Index for All Urban Consumers (CPI-U) most recently published prior to the expiration of the preceding term by the South Carolina Department of Revenue and Taxation for Landlord's use in determining the allowable real property tax cost of living millage increase (the "Index"). If the Index is discontinued, then the parties agree to use the closest comparable measure of the effect of inflation in lieu of the Index. Provided, however, that notwithstanding any provision contained herein, the monthly rental shall never be lower than the amount paid for the initial term.

D. In the event that Landlord fails to receive any rental payment within ten (10) days of the due date, a late charge of five (5%) percent of the rental payment shall be added to the rental and paid to Landlord for each such late payment, and the same shall be deemed to be additional rent, due and payable with such rental payment.

4. SECURITY DEPOSIT. Landlord waives the requirement of an initial Security Deposit but reserves the right to at any time require Tenant to deposit with Landlord the sum of Five Thousand and no/100 (\$5,000.00) Dollars as security for the full and faithful performance by Tenant of all the terms of this Lease required to be performed by Tenant. The deposit, without interest, will be returned to Tenant after the termination of this Lease provided that Tenant has fully and faithfully performed all of its obligations hereunder.

5. USE OF THE LEASED PREMISES.

A. The Leased Premises and all improvements located thereon shall be used only for the rental of personal watercraft, water skiing rides, parasailing rides, or, so long as all City Marina dock slips are then-leased, off-season dock slip rentals, in strict compliance with the

operational limitations and rights set forth in subsection B, and for no other purposes. Tenant agrees to obtain and maintain, at Tenant's sole expense, such licenses or permits as are required for its use of the Leased Premises, and Tenant agrees that all activities conducted on and about the Leased Premises shall be in compliance with all applicable federal, state and local laws, rules and regulations. The rights granted to Tenant in this Lease shall have no effect on any City ordinances which are now or may in the future become applicable to Tenant's use of the Leased Premises.

B. OPERATIONAL LIMITATIONS AND RIGHTS.

1. Tenant agrees to not store, operate or keep more than sixteen (16) personal watercraft at the Leased Premises at any time.
2. Tenant may store, operate or keep at the Leased Premises two (2) outboard motor boats no longer than twenty (20) feet each, and one (1) parasailing motor boat no longer than thirty-five (35) feet, for Tenant's use in monitoring and supervising the use of the personal watercraft or conducting water skiing and parasailing activities.
3. Tenant agrees not to operate, or allow to be operated, personal watercraft above "idle" speed within a one-half (.50) mile radius of the Isle of Palms Marina. Launching and landing at the Marina ramp, and fueling at the fuel dock shall only be performed by Tenant's employees. Tenant agrees not to allow or conduct water skiing or parasailing within the City of Isle of Palms corporate limits or within a one-half (.50) mile radius of the Isle of Palms Marina.
4. Personal watercraft, water skiing, or parasailing activities shall be operated or conducted on or about the Leased Premises only during daylight hours.
5. Tenant shall be provided eight (8) parking places for customers and two

(2) parking places for employees in the locations designated on the attached Exhibit I.

6. Tenant shall be entitled to reasonable Marina ramp usage for launchings and landings of Tenant's watercraft permitted under this Lease, not to exceed a total of eighteen (18) per day, at no additional charge. Landlord reserves the right to establish and modify reasonable rules and regulations regarding the time and manner of Tenant's ramp use to minimize interference with the ramp's primary use as a public boat ramp.

7. Tenant is entitled at all times throughout the term of this Lease, for so long as Landlord operates the fuel dock at the Isle of Palms Marina, to purchase gasoline for its operations allowed hereunder at the fuel dock at a price of ten (10 %) percent less than the retail price charged at the fuel dock.

6. CONDITION AND MAINTENANCE OF THE PREMISES. The Tenant accepts the property in its present condition. City makes no representations or warranties to Tenant regarding the condition of any of the Leased Premises or its fitness for any particular purpose. Tenant agrees that at all times during the term of this Lease and any renewals thereof it will be responsible for all normal and routine repairs and maintenance at the Leased Premises, and Tenant agrees to keep the Leased Premises in as good of order and repair as it is as of the commencement of the term of this Lease, normal wear and tear excepted. All repairs, replacements and renovations shall be performed in a good and workmanlike manner. The Tenant's maintenance includes, but is not limited to, the responsibility for garbage, trash or rubbish disposal in compliance with all applicable laws, rules and regulations prescribed from time to time. Tenant agrees to be responsible for litter control and agrees to maintain the Leased Premise in a clean, safe and orderly condition. Landlord agrees to be responsible for any extraordinary maintenance, repairs or replacements at the Leased Premises which are not caused

by the fault or neglect of the Tenant or its agents, employees, invitees and licensees.

7. TAXES. Throughout the term of this Lease, Tenant agrees to be responsible for the payment of all real property taxes accruing against the Leased Premises during the term of this Lease, including the County of Charleston Solid Waste Disposal User's fee.

8. UTILITIES. Tenant agrees to be responsible for the payment of all telephone, electrical, water, sewer or other utility service to the Leased Premises, which accounts shall be in the name of Tenant.

9. ASSIGNMENT OR SUBLEASE. Tenant agrees not to assign or sublet the Leased Premises or any part thereof without Landlord's prior written consent. Any change in control of the ownership of Tenant shall be deemed to be an assignment of this Lease.

10. SUBORDINATION OF LEASE. Tenant's rights under this Lease shall be and remain subordinate to any bona fide mortgage debt which is now or may hereafter be placed upon the Leased Premises by Landlord. Tenant agrees to execute such written estoppel certificates regarding the status of this Lease as Landlord may request from time to time.

11. RIGHT OF ENTRY BY LANDLORD OR LANDLORD'S AGENTS. Tenant agrees to permit inspection of the Leased Premises at all times during the term of this Lease during reasonable business hours by Landlord or Landlord's agents or representatives for any purpose. Landlord may make emergency inspections at any time. Tenant also agrees to cooperate fully with the present or any future environmental contamination remediation efforts at the Marina, including access to the Leased Premises as required by such efforts.

12. INDEMNIFICATION. Tenant agrees to hold harmless and indemnify Landlord against any loss or damage, including attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not

limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with the use and occupancy of the Leased Premises by Tenant, its agents, employees, customers, licensees or invitees. In the event of any such claims made or suits filed, Landlord agrees to give Tenant reasonable notice thereof, and Tenant shall have the right to defend or settle the same to the extent of its interest hereunder. Tenant agrees to at all times carry public liability insurance in the amount of at least \$300,000.00 per person and \$1,000,000.00 per claim, and \$300,000.00 per claim property damage, with Landlord named as an additional insured, through a company approved by Landlord, and agrees to provide Landlord with proof of such coverage from time to time upon Landlord's request.

13. IMPROVEMENTS AND ALTERATIONS.

A. No alterations or improvements to the Leased Premises shall be made by Tenant without the prior written consent of Landlord. Any alterations, additions or improvements made by the Tenant and any fixtures installed by Tenant shall at the Landlord's option become the property of the Landlord at the expiration or other sooner termination of this Lease; provided, however, that Landlord has the right to require Tenant to remove all such modifications upon the termination of this Lease, at Tenant's expense.

B. Tenant desires to make certain improvements to the dock. Landlord is agreeable to Tenant effecting the improvements so long as the plans, specifications and exact cost for the work are approved in writing in advance by Landlord, who shall be under no legal obligation to consent to any improvements. For improvements made by Tenant with Landlord's consent, Landlord agrees to reimburse Tenant for actual out-of-pocket expenses for materials and supplies incorporated into the improvements through a proportionate abatement of future rent accruing after the completion of the improvements by Tenant and so long as the improvements

are completed in strict accordance with the approved plans and specifications.

14. DAMAGE OR DESTRUCTION. If the Leased Premises are partially damaged by fire or other casualty without the fault of Tenant or its employees, invitees and licensees, the damage shall be repaired by and at the expense of Landlord. If such damage shall render the premises untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage is repaired and the premises are restored. All insurance proceeds from such loss shall be paid to Landlord. If the damage is so extensive as to require the substantial rebuilding (i.e. expenditure of 50% or more of the replacement cost) of the Leased Premises, Landlord may elect to retain the insurance proceeds thereof and terminate this Lease by written notice to the Tenant, provided that such notice shall be given within thirty (30) days after occurrence of such damage.

15. DEFAULT.

A. If Tenant defaults in the fulfillment of any of the covenants and conditions hereof Landlord may, at Landlord's option, after thirty (30) days prior written notice to Tenant, make performance for Tenant and for that purpose advance such amounts as may be necessary. Any amount so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, agreement, obligation, or provision of this Lease, or in defending any action to which Landlord may be subjected by reason of any such failure shall be deemed to be additional rent for the Leased Premises and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or any additional rent hereunder shall not be a waiver of Landlord's right to demand full payment of any additional rent then due and to hold Tenant in default under this Lease.

B. If Tenant fails to pay rent when due, or to promptly perform any of the other

covenants herein, and such failure continues for fifteen (15) days, then Tenant shall be in default under this Lease. However, Landlord agrees that Tenant will have 15 days after receipt of written notice thereof, which written notice need only be given by Landlord to Tenant twice during any calendar year, to cure any such default. In the event of any default, Landlord may, in addition to any other rights or remedies, declare the Lease to be in default, retake possession of the Leased Premises, declare the full amount of the remaining rent for the balance of the term at once due and payable, re-let or sublet the Leased Premises at the risk of Tenant, or declare this Lease terminated for the balance of its term, all of which rights and remedies shall be cumulative.

16. ENFORCEMENT. If either party enforces the terms of this Lease by legal proceedings, then the prevailing party in such proceedings shall be entitled to reimbursement from the other party of all costs and expenses incurred by the prevailing party in connection therewith, including reasonable attorney's fees, at all trial and appellate levels.

17. RIGHTS OF SUCCESSORS AND ASSIGNS. The covenants and agreements contained in the Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and their respective successors and permitted assigns.

18. PARAGRAPH HEADINGS. The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed to be part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

19. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties hereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation by the other party, either express or implied, which are not contained in this agreement. All prior understandings, terms or conditions are deemed merged into this agreement. This Lease may be altered or amended only by an instrument in writing signed by

both parties.

20. ADDITIONAL INSTRUMENT. The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this agreement whenever occasion shall arise.

21. SURRENDER OF LEASED PREMISES. Tenant agrees to deliver all keys and to surrender the Leased Premises at the expiration or sooner termination of this Lease, or any extension thereof, broom clean and in substantially the same condition as when said Premises were delivered to Tenant, or as altered pursuant to the provisions of this Lease, reasonable wear and tear excepted, and Tenant agrees to remove all of its personal property. Tenant agrees to pay a reasonable cleaning charge if it is necessary for Landlord to restore or cause to be restored the Leased Premises to a clean and orderly condition.

22. WAIVER OF COVENANTS. It is agreed that the waiver of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed a waiver of any other breaches of such covenant or any other provision herein contained.

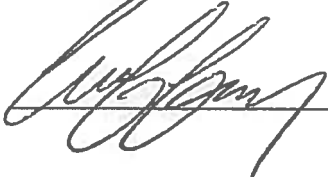
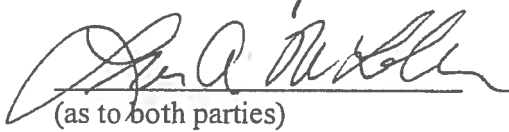
23. NOTICE. Any notices or demand required or permitted by law, or any provision of this agreement, shall be in writing, and shall be deemed to be received by Landlord when personally delivered to Landlord, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to Landlord, attention City Administrator, at Post Office Drawer 508, Isle of Palms, S.C. 29451, or at such other address as Landlord may hereafter designate in writing to Tenant.

Any such notice or demand to be served upon the Tenant shall be in writing and shall be deemed to be received by Tenant when personally delivered to Tenant, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and

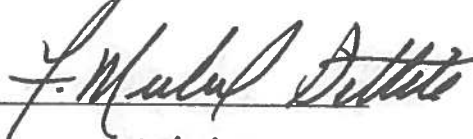
addressed to Tenant at Post Office Box 412, Isle of Palms, S.C. 29451, or at such other address as Tenant may hereafter designate in writing to Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, effective as of the date stated above.

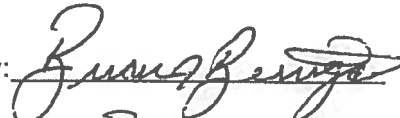
WITNESS:

 3/3/05

(as to both parties)

The City of Isle of Palms, S.C.

By: 
Title: MAYOR

Tidal Wave Water Sports, Inc.

By: 
Title: PRESIDENT

- REF ID: A66666

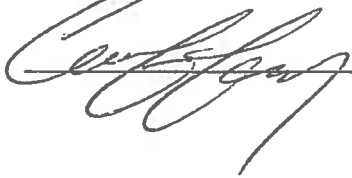
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) UNCONDITIONAL GUARANTY
) OF LEASE AGREEMENT

IN CONSIDERATION of independent value received by me, the receipt and sufficiency of which are hereby acknowledged, I hereby unconditionally guarantee the performance of all terms, covenants and conditions contained in the foregoing Lease Agreement to be performed by Tenant, and all extensions, renewals or modifications thereto, and all expenses, including attorney's fees, to which Landlord may become entitled to under the Lease, and hereby waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agree that the Lease may from time to time be modified, renewed or extended without notice to or consent by the undersigned and without affecting the undersigned's liability hereunder, and the undersigned agrees that the undersigned may be sued with or without joining Tenant or any other Guarantor hereof and without first or contemporaneously suing such persons or otherwise seeking or proceeding to collect from them.

This is a continuing unconditional guaranty of payment and performance and not of collection and shall remain in full force and effect throughout the entire term of the Lease and any extensions or renewals thereof and so long as any amounts due from Tenant under the terms of the Lease remain unpaid.

IN WITNESS WHEREOF, the undersigned Guarantor has hereunto set his hand and seal effective as of the first day of June, 2004.

WITNESS:

 3/5/05


Brian J. Berrigan, Guarantor

(as to Guarantor)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) **CONSENT TO ASSIGNMENT OF LEASE
AND AGREEMENT TO AMEND LEASE**

This Agreement is made and entered into this 30th day of September, 2006, by and between the City of Isle of Palms, S.C. ("Landlord"), Tidal Wave Water Sports ("Assignor") and Water Toys, LLC ("Assignee").

WHEREAS, by Commercial Lease Agreement dated June 1, 2004 (the "Lease"), Landlord and Assignor entered into the lease of certain highland and dock space at Landlord's marina, the exact description of which is set forth in the Lease; and

WHEREAS, Assignor desires to transfer and assign the Lease to Assignee and Assignee desires to assume the Lease from Assignor; and

WHEREAS, Landlord is willing to consent to the assignment of the Lease subject to the terms of this Agreement; and

WHEREAS, Landlord and Assignee desire to amend the Lease in certain respects.

THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Landlord hereby consents to the assignment of the Lease from Assignor to Assignee, conditional upon its receipt of a copy of a written Assignment of Lease from Assignor to Assignee whereby Assignee has agreed to be bound by all terms and conditions contained in the Lease and to perform and keep all promises, covenants, conditions and agreements of the tenant thereunder which arise or accrue after the delivery of the Assignment.

2. Landlord agrees to release Assignor's principal, Brian J. Berrigan, from his personal guaranty of the Lease as to all matters arising after the date of the assignment upon the execution and delivery to Landlord of the attached unconditional guaranty of the Lease from Assignee's principals, Mark Fiem and Michael Fiem, as to all matters arising after the date of the assignment.

3. Landlord and Assignee agree to amend the Lease by deleting the last sentence of Section 2 of the Lease in its entirety.

4. All terms and conditions of the Lease which are not inconsistent with the terms of this Agreement shall remain in full force and effect.

*Amend
#1*

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned agents, have executed this Agreement as of the date stated above.

WITNESS:

Ang S. Williams
Linda Lovvorn Tucker
(as to Landlord)

The City of Isle of Palms, South Carolina

By: *Linda Lovvorn Tucker*

Title: Linda Lovvorn Tucker, City Administrator

Michael Malley
Michael Malley
(as to Assignor)

Tidal Wave Water Sports, Inc.

By: *Brian J. Berrigan*

Title: OWNER

Michael Malley
Michael Malley
(as to Assignee)

Water Toys, LLC

By: *Michael Malley*

Title: OWNER

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment Agreement") is executed this 30th day of August 2006, by and between Tidal Wave Watersports, a South Carolina corporations (the "Seller"), Watertoys LLC dba "Tidalwave Watersports," a South Carolina limited liability company (the "Buyer"), and the South Carolina City of ISLE OF PALMS (the "City").

RECITALS

1. Tidalwave Watersports, Inc. (the Seller) and the City are parties to an agreement dated June 1, 2004 for the performance of lease services, a copy of which is attached hereto as Exhibit A (the "Lease").
2. Tidalwave Watersports, Inc. (the Seller) desires to assign to, and Watertoys, LLC (the "Buyer") desires to accept the assignment of and assume the obligations under, the Lease upon the terms and conditions set forth herein.

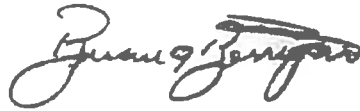
AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

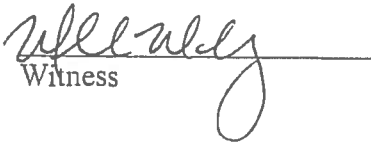
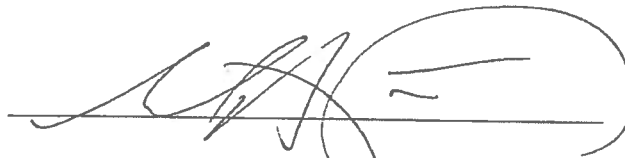
1. Assignment. The Seller hereby sells, assigns, conveys, transfers and delivers to the Buyer all of the Seller's rights, title and interest in and to the Lease.
2. Assumption. The Buyer hereby accepts the foregoing assignment, and in connection therewith, agrees to assume, perform and discharge Seller's obligations under the Lease arising from and after the date hereof.
3. Consent to Assignment. The City hereby consents to the assignment of the Lease from Seller to Buyer. The City hereby confirms that, to the best of its knowledge, that no default exists under the Lease and the City has no claims against the Seller for default under the Lease as of the date hereof.
4. Effective Time. The effective time of this Assignment Agreement is the date first set fort above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

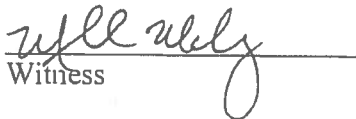
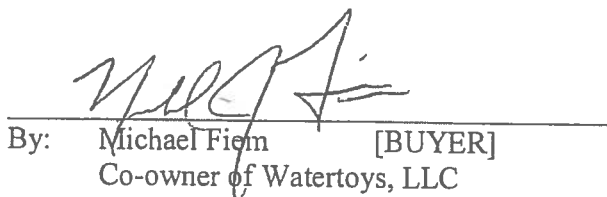
IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.



By: Brian J. Berrigan [SELLER]
Owner, Tidal Wave Watersports, Inc.


Witness

By: Mark Fiem [BUYER]
Co-owner of Watertoys, LLC


Witness

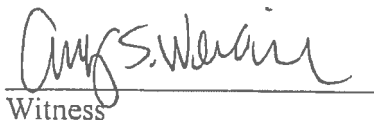
By: Michael Fiem [BUYER]
Co-owner of Watertoys, LLC


Witness

CITY OF ISLE OF PALMS



By: Linda Lovvorn Tucker [CITY]
City Administrator


Witness

STATE OF SOUTH CAROLINA)

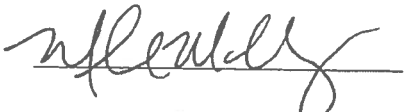
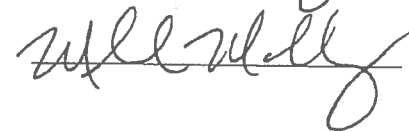
COUNTY OF CHARLESTON) **UNCONDITIONAL GUARANTY
OF LEASE AGREEMENT**

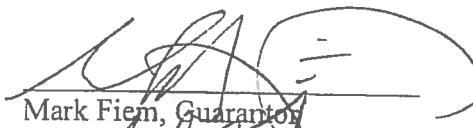
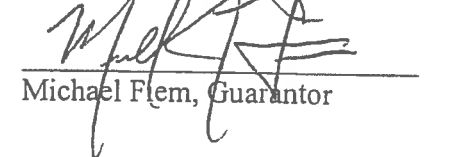
IN CONSIDERATION of independent value received by us, the receipt and sufficiency of which are hereby acknowledged, we hereby unconditionally guarantee the performance of all terms, covenants and conditions contained in that certain Commercial Lease Agreement by and between The City of Isle of Palms, S.C., as Landlord, and Tidal Wave Water Sports, Inc. as Tenant, dated June 1, 2004, to be performed by the Tenant from and after the date of this Agreement, including without limitation all extensions, renewals or modifications thereto, and all expenses, including attorney's fees, to which Landlord may become entitled to under the Lease, and hereby waive presentment, demand, notice of dishonor, protest and all other notices whatsoever, and agree that the Lease may from time to time be modified, renewed or extended without notice to or consent by the undersigned and without affecting the undersigned's liability hereunder, and the undersigned agrees that the undersigned may be sued with or without joining the Tenant or any other Guarantor hereof and without first or contemporaneously suing such persons or otherwise seeking or proceeding to collect from them.

This is a continuing unconditional guaranty of payment and performance and not of collection and shall remain in full force and effect throughout the entire remaining term of the Lease and any extensions or renewals thereof and so long as any amounts due from Tenant under the terms of the Lease remain unpaid.

IN WITNESS WHEREOF, the undersigned Guarantors have hereunto set their hands and seals this 30th day of September, 2006.

WITNESS:


Mark Fiem, Guarantor

Michael Fiem, Guarantor

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) SECOND AMENDMENT TO COMMERCIAL
) LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT is made and entered into this 17th day of November, 2010, by and between The City of Isle of Palms, South Carolina ("Landlord") and Watertoys, LLC, d/b/a, "Tidalwave Watersports," a South Carolina limited liability company ("Tenant").

WHEREAS, by Commercial Lease Agreement dated June 1, 2004 (the "Lease"), Landlord and Tidal Wave Water Sports, Inc. ("Assignor"), entered into the lease of certain highland and dock space at Landlord's marina, the exact description of which is set forth in the Lease; and

WHEREAS, by Assignment Agreement dated August 30, 2006 ("Assignment Agreement"), Assignor assigned to Tenant all rights, title and interest in and to the Lease; and

WHEREAS, by Consent to Assignment of Lease and Agreement to Amend Lease dated September 30, 2006 ("Consent to Assignment and Agreement to Amend Lease"), Landlord consented to the Assignment Agreement and Landlord and Tenant made certain amendments to the terms of the Lease; and

WHEREAS, Landlord and Tenant desire to further amend the Lease as hereinafter set forth.

THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid by each to the other, the parties hereto hereby agree as follows:

1. Text additions are displayed in **bold and underlined** text. Text deletions are displayed as strike-through text (i.e., ~~strike-through~~).
2. That Section 1, "Leased Premises," of the Lease, is hereby amended to add a sentence at the end of the Paragraph:

"Landlord may, upon reasonable notice to Tenant, amend the exact location of the dock space described in Exhibit I; provided, however, that Tenant shall at all times have adequate dock space for the uses defined in Section 5 of the Lease."

3. That Section 2, "Term of Lease," of the Lease is hereby amended as follows:

"The term of this Lease shall commence on ~~June 1, 2004~~ **October 1, 2010**, and end on ~~September 30, 2005~~ **September 30, 2015**. This Lease shall be automatically renewed for **three (3)** successive ~~one (1)~~ **five (5)** year terms commencing on ~~October 1, 2005~~ **October 1, 2015**, under the same terms, covenants and conditions set forth in this agreement until either party gives the other party at least ~~ninety (90) days~~ **1 year** prior written notice of termination of this Lease at the end of any such renewal term."

4. That Section 3, "Rent," of the Lease is hereby amended in Paragraphs A and B as follows:

"A. Tenant agrees to pay initial annual base rent to the Landlord, or such agent of Landlord as Landlord may from time to time designate in writing, in the sum of Eighteen Thousand and no/100 (\$18,000.00) Dollars, due and payable in equal monthly installments of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, ~~due and payable~~ in advance on or before the first day of each month, commencing on ~~June 1, 2004~~ **October 1, 2010**, and continuing throughout the entire term of this Lease. **Notwithstanding any other provision contained in this Section to the contrary, for any lease year Tenant may elect to re-allocate the payment of annual rent due for such lease year into variable installments,**

provided that the total amount of annual rent due is paid in full by September 30 of each lease year.

B. In addition to the base rent set forth in this Section, Tenant agrees to pay additional annual rent to Landlord equal to twenty (20.00%) percent of Tenant's gross profit (as defined by Generally Accepted Accounting Principles, or "GAAP") derived from the Leased Property in excess of Three Hundred Thousand and no/100 (\$300,000.00) Dollars per lease year. Such amount shall be due and payable in full within thirty (30) days after the end of ~~each year of~~ each lease year. Tenant agrees to keep true, accurate and complete records of all activities conducted at the Leased Property and ~~along with the payment of the additional annual rent shall~~ provide Landlord with a ~~certified statement,~~ certified by the Tenant's Owner to be true and correct, showing the monthly gross income revenues and deductions from gross revenues to derive gross profit for the subject year. Such statement shall be provided along with the payment of the additional annual rent, or if no additional annual rent is due, within thirty (30) days after the end of each lease year.

Landlord and its agents and representatives are hereby authorized to inspect and copy all books and records of Tenant relating to the Leased Property at such times as Landlord may determine. ~~Tenant agrees that each year, within 90 days after the end of Tenant's fiscal year, Tenant will provide Landlord with a copy of Tenant's annual compiled financial statements, certified by Tenant's independent accounting firm. Tenant also agrees that each year, Tenant will provide Landlord with a certified copy of Tenant's state and federal income tax returns no later than the due date for filing the returns. If Tenant receives an extension for filing any such return, Tenant will provide Landlord with copy of same upon filing. To the extent~~

allowed by the South Carolina Freedom of Information Act, Landlord agrees to keep all such information confidential."

5. That Section 9, "Assignment or Sublease," of the Lease is hereby amended as follows:

"Tenant agrees not to assign or sublet the Leased Premises or any part thereof without Landlord's prior written consent. Any change in control of the ownership of Tenant shall be deemed to be an assignment of this Lease. Notwithstanding any such consent by Landlord, Tenant agrees to remain personally liable for the full performance of all terms and conditions contained in this Lease to be performed by the Tenant. Tenant agrees to hold harmless and indemnify Landlord against any loss or damage, including attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Tenant's sublease or assignment of the Leased Premises and any activities performed thereunder, including negligent or willful acts or omissions, by Tenant, Tenant's sublessee or assignee, and their respective members, officers, agents, employees, subcontractors, customers, licensees, and invitees.

All insurance coverage required to be maintained by Tenant and its sublessees under any City-approved subleases pursuant to this Section of the Lease shall be with companies approved by Landlord, who shall be named as an additional insured on all such policies held by Tenant and its sublessees. Tenant agrees to provide City with certificates of such insurance for Tenant and its sublessees within ten (10) days from the renewal date of each such policy."

6. That Section 12, "Indemnification," of the Lease is hereby amended in the last sentence as follows:

"Tenant agrees to at all times carry public liability insurance in the amount of at least \$300,000.00 per person and \$1,000,000.00 per claim, and \$300,000.00 per claim property damage, with Landlord named as an additional insured, through a company approved by Landlord, and agrees to provide Landlord with ~~proof of such coverage from time to time upon Landlord's request~~ **certificates of such insurance within ten (10) days from the renewal date of such policies.**"

7. That all other terms and conditions of the Lease, Assignment Agreement and Consent to Assignment and Agreement to Amend Lease, which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Second Amendment to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.

SIGNATURE PAGE FOLLOWS

C.A. Tucker
(Witness #1 as to Landlord)

Erin D. Dyer
(Witness #2 as to Landlord)

[Signature]
(Witness #1 as to Tenant)

[Signature]
(Witness #2 as to Tenant)

The City of Isle of Palms, S.C., Landlord

By: [Signature]

Title: City Administrator

Watertoys, LLC d/b/a "Tidalwave Watersports,"
Tenant

By: [Signature]

Title: Owner

QUIT CLAIM DEED

WHEREAS: THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, SENDS GREETING:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said The City of Isle of Palms, South Carolina, in consideration of the premises and also in consideration of the sum of One and NO/100 (\$1.00) Dollar to it in hand paid at and before the sealing and delivering of these presents by Andres Lozano (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Andres Lozano, his heirs and assigns, forever, the following described property:

IT IS EXPRESSLY UNDERSTOOD that the property conveyed is to be combined with and become a part of Lot 12, Block P, Section BC-2-D, Isle of Palms, South Carolina.

TMS: 571-10-00-123

Grantee's Address: 9710 Sotherloch Lake Drive
Spring, TX 77379

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Andres Lozano, his heirs and assigns, forever, so that neither the said The City of Isle of Palms, South Carolina nor its successors, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of or parcel thereof, forever.

REAMINDER OF PAGE INTENTIONALLY BLANK

WITNESS its hand and seal this ____ day of March in the year of our Lord Two Thousand and Nineteen and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CITY OF ISLE OF PALMS,
SOUTH CAROLINA

Witness

BY: _____
Jimmy Carroll, Mayor

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by Jimmy Carroll as Mayor of The City of Isle of Palms on this the ____ day of March, 2019.

Notary Public for South Carolina

Print Notary Name

My Commission Expires:

(AFFIX SEAL)

B2-27

KRAWCHECK & DAVIDSON, L.L.C.

ATTORNEYS AT LAW

NINE STATE STREET

CHARLESTON, SOUTH CAROLINA 29401

LEONARD KRAWCHECK
LYDIA PRUITT DAVIDSON
LYDIA PRUITT BROOKS

TELEPHONE
843 577-2577
FAX
843 723-9951

March 11, 2019

Mr. Douglas Kerr
Zoning Administrator
City of Isle of Palms
By email: dkerr@iop.net

Re: 3404 Palm Blvd.

Dear Douglas:

I represent the Purchaser of Lots 54, 54A, 55 and 55A on the Isle of Palms front beach. Lots 54 and 55 were conveyed to John C. Sheridan III and Charlotte L. Sheridan in 1957. These Lots are shown on the Plat by Dotterer dated January 1945 and recorded in the Charleston County ROD in Plat Book F, Page 200. They are front beach lots and lie adjacent to each other. The Lot Lines separating these lots were never abandoned.

In 1991, the Beach Company conveyed to the Sheridans the two accreted lots (Lot 54A and Lot 55A) which lie between Lots 54 and 55 and the ocean. The Beach Company deed states that "it is the intention of the parties hereto that after the conveyance affected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot and John C. Sheridan III and Charlotte L. Sheridan hereby covenant(s) for themselves and their Heirs, Personal Representatives, Successors and Assigns that the new combined lot shall not be subdivided regardless of whether subdivision may be permitted by local ordinances".

The Sheridans constructed a house which straddles the property line separating Lots 54 and 55. They receive one tax bill from the County for the 4 Lots which are identified by two TMS Nos. 571-10-00-211 and 571-10-00-251.

My client has a contract to purchase this property and in the future intends to tear down the existing structure. At that time, he intends to separate the property into two Lots - one consisting of Lots 54 and 54A and the other consisting of Lots 55 and 55A. We believe that this was originally intended by the Beach Company and the Sheridans rather than the overly broad one lot covenant restriction.

March 11, 2019

Page 2

By Assignment dated April 21, 1992 and recorded in the Charleston County ROD Office in Book L-215, Page 402, the Beach Company assigned unto the City of Isle of Palms the Beach Company's right to the covenants and restrictions contained in the deeds (including the deeds in question) and the right to enforce compliance with such covenants and restrictions.

I have taken the liberty of preparing a partial termination of covenant which I will need to be signed by the City of Isle of Palms – a copy of which is attached. I have also attached a copy of the deed from the Beach Company containing the covenant prohibiting the subdivision of the property.

I would very much appreciate your considering this request at your earliest convenience. Pursuant to our telephone conference, I am sending a copy of this correspondence to Julia Copeland, Esquire for her information and review as well.

Best regards,



Leonard Krawcheck

LK/mh

Enc

cc: Julia Copeland, Esq. (jcopeland@lawyerscmp.com)
Kristin Walker (kwalker@dunesproperties.com)

BK N 205PG757

STATE OF SOUTH CAROLINA)
) INDENTURE QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

WHEREAS, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, are the record owner(s) of Lots 54 and 55, in the City of Isle of Palms; and

WHEREAS, The Beach Co. is the owner of Lots 54-A and 55-A, in the City of Isle of Palms, Charleston County, South Carolina (the "Premises") which lies between the property of JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN and the Atlantic Ocean; and

WHEREAS, The Beach Co. desires to convey the Premises to JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN upon the terms provided herein and subject to the restrictions set forth below;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The Beach Co. in the State aforesaid, in consideration of the foregoing premises and the sum of Twelve Thousand Nin. Hundred and No/100 Dollars (\$12,900.00) to it in hand paid at and before the sealing of these presents by JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN the receipt of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does hereby remise, release and forever quit-claim unto the said JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their Heirs and Assigns forever, the following described property to wit:

ALL that certain lot, piece or parcel of land situate, lying and being in Charleston County, shown and designated as Lots 54A and 55A, City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50 SECTION B, LOTS 1A-10A BLOCK 57, SECTION B, LOTS 1A-10A BLOCK 61 SECTION B, LOTS 1A-12A SECTION C-1, LOTS 13A-36A SECTION C-2 and LOTS 37A-85A OWNED BY THE BEACH COMPANY", recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

IT being the intent of the Grantor herein to convey unto Grantee any and all of its right, title and interest in and to any land which has, or may accrete between the southern boundary line of Lots 54A and 55A, and the mean high water mark of the Atlantic Ocean as it may vary from time to time.

TMS # 571-10-00-251.

DISCLOSURE STATEMENT PURSUANT TO COASTAL MANAGEMENT ACT, SOUTH CAROLINA CODE OF LAWS, SECTION 48-39-330, AS AMENDED.

BECAUSE OF THE PROXIMITY OF THIS PROPERTY TO THE ATLANTIC OCEAN, ITS USE AND ENJOYMENT ARE REGULATED BY THE COASTAL MANAGEMENT ACT, SOUTH CAROLINA CODE ANN. 48-39-10, ET. SEQ. (1976), AS AMENDED. DEPENDING ON THE LOCATION OF THE BASE LINE, AND SET BACK LINE IN RELATION TO THE PROPERTY, CONSTRUCTION, REPAIR, RECONSTRUCTION, AND MODIFICATION OF HABITABLE STRUCTURES, IMPROVEMENTS AND EROSION CONTROL DEVICES ARE EITHER PROHIBITED OR SEVERELY RESTRICTED.

THIS PROPERTY IS FULLY SHOWN ON A PLAT PREPARED BY LEWIS E. SEABROOK, CE & LS, DATED APRIL 19, 1991, WHICH PLAT IS RECORDED IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK CD, AT PAGE 155.

AS SHOWN ON THE PLAT, PART OF THIS PROPERTY IS LOCATED 169 FEET SEAWARD OF THE BASE LINE AND APPROXIMATELY 189 FEET SEAWARD OF THE SET BACK LINE. THE EROSION RATE IS ACCRETIONAL APPROXIMATELY 2.2 FEET PER YEAR AND THIS PROPERTY IS LOCATED IN A VELOCITY ZONE AND SUBJECT TO WAVE ACTION AND FLOODS, EROSION RATE, BASE LINE AND SET BACK LINES ARE BASED ON THE SOUTH CAROLINA COASTAL COUNCIL'S DETERMINATION AS OF APRIL 21, 1989. THE EROSION RATE, BASE LINE AND SET BACK LINES ARE SUBJECT TO READJUSTMENT BY THE SOUTH CAROLINA COASTAL COUNCIL. THE VELOCITY ZONE IS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND SUBJECT TO ADJUSTMENT BY THAT AGENCY.

THE ABOVE DESCRIBED PROPERTY is conveyed subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and its successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air

gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN to construct any improvements whatsoever.

IT is the intention of the parties hereto that after the conveyance effected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot, and JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN hereby covenant(s), for themselves and their Heirs, Personal Representatives, Successors and Assigns, that the new combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances. *

BY the acceptance of this deed and by the recording thereof, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN accept(s) the above-described property subject to the restrictions contained herein and specifically acknowledge(s) that The Beach Co. has made no representations with respect to the use of the said premises, including without limitation, the construction of dunes crossovers, walkways, open-air gazebos or erosion control devices.

GRANTEE'S ADDRESS:

PO Box 429
Tr. of Palms SC 29451

TOGETHER with all and singular, the rights, members hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their Heirs and Assigns forever so that neither The Beach Co., nor Its Successors and Assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances. or any part or parcel thereof, forever.

BK N 205P6760

(8-20-91)

IN WITNESS WHEREOF, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, The Beach Co., by Charles S. Way, Jr., its president and by Betty R. Crow, its secretary, have caused these presents to be executed this 12th day of August, in the year of our Lord one thousand nine hundred and ninety-one in the two hundredth and fifteenth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

THE BEACH CO.

Sandra S. Duggins

By

Charles S. Way, Jr.
President

By

Betty R. Crow
Betty R. Crow, Secretary

Sandra S. Duggins

John C. Sheridan III
Charlotte L. Sheridan

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s) he saw the within named The Beach Co., by Charles S. Way, Jr., President and by Betty R. Crow, Secretary, sign, seal and as its act and deed deliver the within written Indenture Quit-Claim Deed, and that (s)he with the other witness above named witnessed the execution thereof.

SWORN to before me this

12 day of August, 1991.

Sandra S. Duggins
Notary Public for South Carolina
My Commission Expires: 7-8-95

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
NOTARY PUBLIC
Sandra S. Duggins
My Commission Expires: 7-8-95

8-20-91

BK L 215PG402

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS is made as of this 21st day of April, 1992, by THE BEACH CO. in favor of the CITY OF ISLE OF PALMS.

W I T N E S S E T H :

WHEREAS, The Beach Co. has previously conveyed those lots (the "Lots") listed on Exhibit A hereto; and

WHEREAS, the Lots are more particularly shown on a plat (the "First Plat") entitled "City of Isle of Palms, Charleston County, S.C., Plat of Lots 8A-12A Block 50 Section B, Lots 1A-10A Block 57 Section B, Lots 1A-10A Block 61 Section B, Lots 1A-12A Section C-1, Lots 13A-36A Section C-2, and Lots 37A-36A Owned by The Beach Co.," which was recorded in the R.M.C. Office for Charleston County in Plat Book CD, at Page 153 and on a plat (the "Second Plat," and together with the First Plat, the "Plats") entitled "City of Isle of Palms, Charleston County, S.C., Plat of Lots 1A and 6A BL. B1 Section D, Lots 1A and 6A BL. C1 Section D, Lots 1A and 6A BL. D1 Section D, Lots 1A and 6A BL. 75 Section D, Lots 1A and 5A BL. 74 Section D, Lot X Block 73 Section D, Lots 1A and 6A BL. 63 Section D, Lots 1A and 6A BL. 62 Section D, Lots 1A and 6A BL. 61 Section D, Lots 1A and 6A BL. 60 Section D, Lots 7A, 8A, 9A, 10A, and 11A BL. A Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. B Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. C Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. D Tract A Owned by The Beach Co.," which was recorded in the R.M.C. Office for Charleston County in Plat Book CD, at Page 151; and

WHEREAS, the deeds by which The Beach Co. conveyed such lots contain covenants and restrictions regarding their use; and

WHEREAS, said covenants and restrictions are to be enforced by The Beach Co. and its successors and assigns; and

WHEREAS, The Beach Co. is now minded to assign its right to enforce these covenants and restrictions to the City of Isle of Palms;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE BEACH CO. in the State aforesaid for and in consideration of the foregoing premises the mutual covenants contained herein, and other good and valuable consideration to it in hand paid at or before the sealing of these presents by the CITY OF ISLE OF PALMS in the State aforesaid, the receipt whereof is hereby acknowledged, has granted,

BK L 215PG403

bargained, sold and released, and by these Presents does grant,
bargain, sell and release unto the said CITY OF ISLE OF PALMS all
of its interest in and to the following described property, to wit:

All of The Beach Co.'s right, title and
interest in and to (a) the covenants and
restrictions contained in the deeds by which
the Lots were conveyed and (b) the benefits of
any notes or covenants contained in the Plats,
including but not limited to, the right to
enforce compliance with such covenants and
restrictions.

TOGETHER WITH all and singular, the Rights, Members,
Hereditaments and Appurtenances to the said Rights, belonging, or
any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Rights before
mentioned unto the CITY OF ISLE OF PALMS, its successors and
assigns forever.

IN WITNESS WHEREOF, The Beach Co. has duly executed this
Assignment as of the day and year first above written.

Alva C. Bryant
Katherine M. Brown

THE BEACH CO.

By Charles S. Way, Jr. President

By Betty R. Crow Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

BK L 215PG404

PERSONALLY appeared before me the undersigned witness and made oath that (s) he saw the within named THE BEACH CO., by Charles S. Way, Jr., and Betty R. Crow, its President and Secretary, respectively, sign, seal and as its act and deed, deliver the within written Assignment of Rights, and that (s)he with the other witness above named witnessed the execution thereof.

Anna C. Bryant

SWORN to before me this
21st day of April, 1992.

Katherine M. Brown
Notary Public for South Carolina
My Commission Expires: 12/02/2001

EXHIBIT A
TO
ASSIGNMENT OF RIGHTS

BK L 215PG405

Lots 8 through 12, Block 50, Section B
Lots 1 through 7, 9 and 10, Block 57, Section B
Lots 1 through 10, Block 61, Section B
Lots 1 through 12, Section C-1
Lots 13, 14, 16, 17, 19 through 36, 39 through 56, 58 through 77,
79, and 81 through 85, Section C-2
Lot 6, Block B1, Section D
Lots 1 and 6, Block C1, Section D
Lots 1 and 6, Block D1, Section D
Lots 1 and 6, Block 60, Section D
Lots 1 and 6, Block 61, Section D
Lots 1 and 6, Block 62, Section D
Lots 1 and 6, Block 63, Section D
Lots 6 and 8, Block 64, Section D
Lots 1 and 5, Block 74, Section D
Lots 1 and 6, Block 75, Section D

Dennis Rhoad

BK L 215P6406

41
90

FILED

2215-402

92 JUN 26 PM 1:52

ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC

misc (lost night

10.00

②A

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

WAIVER OF RESTRICTIONS
LOTS 54, 54-A, 55, 55-A

WHEREAS, the real property which is the subject of this Waiver of Restrictions constitute oceanfront lots located in the City of Isle of Palms; and

WHEREAS, John C. Sheridan, III and Charlotte L. Sheridan (also known as Charlotte G. Sheridan and Charlotte Louise Sheridan) (together, the "Sheridans") acquired Lots 54 and 55 in the City of the Isle of Palms in 1957 by deeds recorded in the RMC Office for Charleston County in Book E64 at page 90 and C64 at page 362, both lots being shown on a plat by John B. Dotterer, Civil Engineer, dated January, 1945 and recorded in Plat Book F, page 200 in the RMC Office for Charleston County;

WHEREAS, Lots 54 and 55 were front beach lots, and the lots lines between adjacent Lots 54 and 55 have never been abandoned by the Sheridans, their heirs and assigns;

WHEREAS, as land accreted on the Isle of Palms, The Beach Co., the owner of the accreted land, began selling to the front beach lot owners the accreted land between the seaward or southern lot lines of the existing lots and any land which has, or may accrete between the southern boundary lines of the lots and the mean high water mark of the Atlantic Ocean as it may vary from time to time, subject to the agreement that it was the intention of the parties that the accreted land lot and the existing lot will become one lot and the new combined lot shall not be subdivided;

WHEREAS, by Indenture Quit-Claim Deed of The Beach Co. dated August 20, 1991 and recorded in the RMC Office for Charleston County in in Book N205 at page 757 (the "Beach Co. Deed"), The Beach Co. conveyed to the Sheridans the two accreted lots, Lot 54-A and Lot 55-A (sometimes referred to as 54A and 55A), which are south of Lots 54 and 55 owned by the Sheridans, Lots 54-A and 55-A lying between the property of the Sheridans and the Atlantic Ocean and being designated as Lots 54A and 55A on a plat by Lewis E. Seabrook dated April 19, 1991 recorded in the RMC Office for Charleston County in Book CD at page 155;

WHEREAS, the Beach Co. Deed states "it being the intent of the Grantor herein to convey unto Grantee any and all of its right, title and interest in and to any land which has, or may accrete between the southern boundary line of Lots 54A and 55A, and the mean high water mark of the Atlantic Ocean as it may vary from time to time;"

WHEREAS, the Beach Co. Deed further states that "It is the intention of the parties hereto that after the conveyance effected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot, and John C. Sheridan, III and Charlotte L. Sheridan hereby covenant(s), for themselves and the Heirs, Personal Representatives, Successors and Assigns, that the new combined lot shall not be subdivided regardless of whether subdivision may be permitted by local ordinances" (the "Subdivision Restriction");

WHEREAS, The Beach Co. never intended that the Subdivision Restriction would prevent the creation, re-creation or retention of Lot 54 and Lot 55 as separate parcels, as their lot lines were never abandoned;

WHEREAS, the true intent of the Subdivision Restriction was to prevent the subdivision of the more seaward lot of accreted land, Lot 54-A, from the more landward Lot 54, and similarly to prevent the subdivision of the more seaward lot of accreted land, Lot 55-A, from the more landward Lot 55; and

WHEREAS, The Beach Co. has assigned all of its right to enforce the Subdivision Restriction, along with other rights, to the City of Isle of Palms (the "City") by virtue of the Assignment of Rights dated April 21, 1992 and recorded in the Charleston County R.M.C. Office in Book L-215, Page 402, and by Corrective Assignment of Rights dated February 24, 1994 and recorded in the R.M.C. Office for Charleston County in Book U239 at page 150; and

WHEREAS, the City, now being the assignee of the right to enforce the Subdivision Restriction, desires to clarify any ambiguity on the public record, waive the Subdivision Restriction to the extent that it may apply to the creation or re-creation or continuation of separate Lots 54 and 54-A as one lot and 55 and 55-A as another lot, consistent with the initial platting of these properties, and the intent of the Sheridans and The Beach Co; and

NOW, THEREFORE, the City, in consideration of the waiver of its rights and the mutual promises contained herein, now agrees as follows:

- i) City waives the Subdivision Restriction to the extent necessary to allow the creation of separate Lots 54 and 54-A as one lot and Lots 55 and 55-A as a separate lot, but reserves all future rights to enforce the Subdivision Restriction, expressly including such enforcement as may be required to prevent the subdivision of Lot 54 and 54-A and Lot 55 and Lot 55-A, it being understood and agreed that Lots 54 and 54-A shall be treated as one lot and Lots 55 and 55-A shall be treated as one lot.
- ii) The proper legal description for Lots 54 and 54-A and Lots 55 and 55A are set forth on Exhibit A attached hereto and incorporated herein by reference, as they should have been set forth in the Beach Co. Deed.
- ii) This Waiver of Restrictions shall be binding upon the City and its successors, including without limitation, this Waiver of Restrictions shall act as a continuing waiver, subject to the terms herein, as to all future conveyances of Lot 54 and 54-A (as one lot) or Lot 55 and 55-A (as one Lot).

[Reminder of page left blank. Signatures to follow.]

The City of Isle of Palms by and through its authorized agent, has executed this Waiver of Restrictions this ____ day of _____, 2019.

WITNESSES:

CITY OF ISLE OF PALMS

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ (name of officer or agent), as _____ (title of officer or agent) of the City of Isle of Palms, on behalf of the entity.

Print/Type Name: _____

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Lot 54 and 54-A

ALL that lot, piece, or parcel of land on the Isle of Palms, Charleston County, South Carolina, known as Lot 54 on a plat of a portion of the Isle of Palms by John B. Dotterer, dated January, 1945 and recorded in Plat Book F, Page 200 in the RMC Office for Charleston County.

The above lot butts and bounds according to the said plat, to the North on Hardaway Boulevard, eighty-five (85) feet; to the East on Lot 55 on said plat, one hundred twenty-nine and 8/10ths (129.8) feet; to the South on a strip of land lying between said lot and mean high water mark on Atlantic Ocean, eighty-five (85) feet; and to the West on Lot 53 on said plat, one hundred and thirty (130) feet, be all of said dimensions a little more or less.

Together with an easement appurtenant to the said property above described for view across the strip of land lying between said lot and mean high water mark on Atlantic Ocean, and together with an easement appurtenant to the said property above described for ingress and egress on foot across said strip of land lying between the said lot and mean high water mark on Atlantic Ocean to and from the said lot and the beach.

The property above described is conveyed, nevertheless, subject to the reservations, covenants, conditions and restrictions and limitations set forth in an instrument executed by The Beach Co. dated March 3, 1945 and recorded in Book L-42, Page 693, as amended by further instruments executed by the Beach Co. duly recorded in Books E-44, Page 367 and B-30, Page 438 in the RMC Office for Charleston County.

And:

ALL that certain lot, piece, or parcel of land situate, lying and being in Charleston County, shown and designated as Lots 54A City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled, "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50, SECTION B, LOTS 1A-10A, BLOCK 57, SECTION B, LOTS 1A -10A, BLOCK 61, SECTION B, LOTS 1A -12A SECTION C-1, LOTS 13A -36A, SECTION C-2 AND LOTS 37A -85A OWNED BY THE BEACH COMPANY", recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

THE ABOVE DESCRIBED Lot 54-A is subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III, his heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and his successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected

on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III to construct any improvements whatsoever.

It is the intention of the parties hereto that Lots 54 Lot 54A shall be treated as one lot, and JOHN C. SHERIDAN, III hereby covenants, for himself and his Heirs, Personal Representatives, Successors and Assigns, that the combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances.

Lot 55 and 55-A

ALL that lot, piece, or parcel of land on the Isle of Palms, Charleston County, South Carolina, known as Lot 55 on a plat of a portion of the Isle of Palms by John B. Dotterer, dated January, 1945 and recorded in Plat Book F, Page 200 in the RMC Office for Charleston County.

The above described lot butts and bounds according to the said plat, to the North on Hardaway Boulevard (Now Palm Boulevard), eighty (80') feet; to the East on a passageway ten (10') feet wide between Lot 55 and Lot 56 one hundred twenty-eight and 8/10ths (128.8') feet; to the South on a strip of land lying between this lot and mean high water mark on Atlantic Ocean, eighty (80') feet; and to the West on Lot 54 on said plat, one hundred and twenty-nine and 8/10ths (129.8') feet, be all of said dimensions a little more or less.

Together with an easement appurtenant to the said property above described for view across the strip of land lying between said lot and mean high water mark on the Atlantic Ocean, and together with an easement appurtenant to the said property above described for ingress and egress on foot across said strip of land lying between the said lot and mean high water mark on the Atlantic Ocean to and from the said lot and the beach.

The property above described is conveyed, nevertheless, subject to the reservations, covenants, conditions and restrictions and limitations set forth in an instrument executed by The Beach Co. dated March 3, 1945 and recorded in Book L-42, Page 693, as amended by further instrument executed by the Beach Co. recorded in Books E-44, Page 367 and B-30, Page 438 in the RMC Office for Charleston County.

And:

ALL that certain lot, piece, or parcel of land situate, lying and being in Charleston County, shown and designated as Lot 55A, City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled, "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50, SECTION B, LOTS 1A-10A, BLOCK 57, SECTION B, LOTS 1A -10A, BLOCK 61, SECTION B, LOTS 1A -12A SECTION C-1, LOTS 13A -36A, SECTION C-2 AND LOTS 37A -85A OWNED BY THE BEACH COMPANY",

recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

THE ABOVE DESCRIBED Lot 55-A is subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III, his heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and his successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III to construct any improvements whatsoever.

It is the intention of the parties hereto that Lots 55 Lot 55A shall be treated as one lot, and JOHN C. SHERIDAN, III hereby covenants, for himself and his Heirs, Personal Representatives, Successors and Assigns, that the combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances.

"Douglas Kerr"

From: Julia Copeland <jcopeland@lawyershmp.com>
Sent: Friday, March 15, 2019 1:05 PM
To: "Douglas Kerr"
Subject: Fwd: Lots 54 and 55, IOP
Attachments: image3e8fa0.PNG; Beach Co Accreted Land Plat.PDF; Deed for Lots 54A and 55A Scan 01-22-2019.PDF; Deed to Lots 69-A and 70-A.PDF; Assignment of Rights L215-402.PDF; Corrective Assignment of Rights U239-150.PDF; Waiver of Restrictions Lots 69-70.U239-141.PDF; Waiver of Restrictions Lots.DOCX

FYI. You free to discuss?

----- Forwarded message -----

From: **Settle, Elizabeth** <Beth.Settle@wbd-us.com>
Date: Thu, Mar 14, 2019 at 4:15 PM
Subject: Lots 54 and 55, IOP
To: Julia Copeland <jcopeland@lawyershmp.com>
Cc: Settle, Elizabeth <Beth.Settle@wbd-us.com>

Hi Julia. It was nice to speak with you today.

As we discussed, when land accreted on the Isle of Palms, The Beach Co. sold accreted land to the front beach owners per the first attachment (the "Beach Co. Plat"), which is recorded in the ROD Office in Book CD at page 155.

You will see the Sheridan Lots, Lots 54 and 55 on this plat, and also the accreted land sold to the Sheridans by The Beach Co., Lots 54A and 55A. If you look up the beach to the East you will see the same situation with Lots 69 and 70, and 69A and 70A.

All of the accreted lots were sold by The Beach Co. to the front beach owners by quit-claim deed subject to the restriction that what was the original front beach lot (for example, Lot 63), would not be conveyed separately from the accreted land lot (Lot 63-A), so that no one would build closer to the ocean than the existing houses or the existing front beach lots (exceptions are made for gazebos and walkways). See the second attachment for the Deed from The Beach Co. into the Sheridans and the third attachment for the deed from The Beach Co. into the owners of Lots 69 and 70.

Because the Sheridans and the owners of Lots 69 and 70 happened to own two lots each, it is believed that the deeds were just mistakenly drafted to lump all 4 lots into the restriction that they be considered one lot

together, instead of stating 54 and 54A will be one lot, 55 and 55A will be one lot, 69 and 69A will be one lot, and 70 and 70A will be one lot.

When I looked at the GIS map of the front beach today, I could tell that Lots 69 and 70 were in their original configuration and not shown as on The Beach Co. Plat. I did some investigation to see what had been done to correct the mistake in that instance.

The rights held by The Beach Co. under the Covenants were conveyed by The Beach Co. to the City of Isle of Palms by Assignment of Rights recorded in Book L215 at page 402 and Corrective Assignment of Rights recorded in U239 at page 150 (the 4th and 5th attachments). So the Isle of Palms holds all of the rights of The Beach Co. to enforce the covenants and restrictions contained in the deeds to the lot owners of the accreted land.

In the case of Lots 69 and 70, The City of Isle of Palms executed a Waiver of Restrictions (the 6th attachment, which is recorded in the ROD Office) stating that The Beach Co. never intended that the Subdivision Restrictions would prevent the creation of Lot 69 and Lot 70 as separate parcels as shown on the Subdivision Plat (which is a Gaillard Plat attached to the Waiver), but that the true intent of the Subdivision Restrictions was to prevent the more seaward portion of Lot 69, known as Lot 69A, from the landward portion of Lot 69 and similarly to prevent the subdivision of the more seaward portion of Lot 70, known as 70A, from the more landward portion of Lot 70.

So the City waved the Subdivision Restriction to create the separate Lots 69 and 70, but reserved the right to enforce the Subdivision Restriction to prevent the subdivision of any portion of the seaward portion of the Lots, as was the original intent of The Beach Co.

I believe the City's handling of the matter relating to Lots 69 and 70 clarified the true intent of the parties as to how the Subdivision Restrictions were intended to operate and sets forth the precedent of how the same language set forth in The Beach Co. Deed to the Sheridans of Lots 54A and 55A should be handled—that is, that Lots 54 and 54A will be treated as one lot and Lots 55 and 55A will be treated as one lot. I have drafted the Waiver of Restrictions (the last attachment) as closely as possible to that previously approved by the City.

I believe the only difference in the Lots 69-70 case and the Sheridan's situation is that it appears that the property lines were abandoned between Lots 69 and 70, which is perhaps why this had to go before City Council for re-subdivision, whereas the Sheridans have never abandoned the lot lines between Lots 54 and 55. Therefore, we are hopeful that the City can waive the restrictions as I have drafted them, keeping 54 and 54A together as one lot, and 55 and 55A together as one lot, without having to go to City Council. This

combined lot legal description and restriction is set forth on Exhibit A to the Waiver, and conforms the legal description to the original intent of the parties.

If you do determine that this is something that must be heard by City Council, we would respectfully request the matter be heard at the March 26th Council meeting.

Julia, thank you for your time and attention to this matter. I am available to provide further information at your convenience.

Beth

Elizabeth W. Settle

Partner

Womble Bond Dickinson (US) LLP

d: 843-720-4609

e: Beth.Settle@wbd-us.com

5 Exchange Street
PO Box 999 (29402)
Charleston, SC 29401



womblebond Dickinson.com



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--

Julia P. Copeland

PLEASE NOTE OUR NEW ADDRESS

Hinchey Murray & Pagliarini, LLC

56 Folly Road Blvd.

Charleston, SC 29407

843-577-7455

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

WAIVER OF RESTRICTIONS

WHEREAS, the real property which is the subject of this Waiver of Restrictions is oceanfront building lots located in the City of Isle of Palms; and

WHEREAS, said lots, Lot 69 and Lot 70 (separately referred to as either "Lot 69" or "Lot 70" or collectively as the "Lots") are more fully described in the attached Exhibit A and more fully shown on the plat by W. L. Gaillard referenced in the attached Exhibit "A" which is incorporated by this reference (the "Subdivision Plat"); and

WHEREAS, NationsBank of South Carolina N.A. as Trustee and Executor under the Last Will and Testament of Edwin Boyle, Jr. (the "Trustee") is the owner of Lot 69 by virtue of deed from Ethel B.H. Ripley ("Ethel Ripley") to Trustee dated 3/12/93, 1993 and recorded in the Charleston County R.M.C. Office in Book 0226, Page 89; and

WHEREAS, Ethel Ripley is the owner of Lot 70 by virtue of a deed from Trustee to her dated 3/12/93, 1993 and recorded in the Charleston County R.M.C. Office in Book 0226, Page 89; and

WHEREAS, Lot 69 and Lot 70 were previously a single lot; and

WHEREAS, in a prior deed to Ethel Ripley and the Trustee (then known and referred to as Citizens and Southern National Bank as Executor and Trustee under the Will of Edwin Boyle, Jr.), The Beach Co., as grantor of an unsubdivided tract comprised of the property which is now the Lots, placed a restriction on the subdivision (the "Subdivision Restriction") of that parcel as more fully set forth in said deed dated August 14, 1991 and recorded in the Charleston County R.M.C. Office in Book F-206, Page 269 (the "1991 Deed"); and

WHEREAS, The Beach Co. never intended that the Subdivision Restriction would prevent the creation of Lot 69 and Lot 70 as separate parcels as shown on the Subdivision Plat; and

WHEREAS, the true intent of the Subdivision Restriction was to prevent the subdivision of the more seaward portion of Lot 69 (formerly referred to as "Lot 69-A" in the 1991 Deed) from the more landward portion of Lot 69 and similarly to prevent the subdivision of the more seaward portion of Lot 70 (formerly referred to as "Lot 70-A" in the 1991 Deed) from the more landward portion of Lot 70; and

WHEREAS, The Beach Co. has assigned all of its right to enforce the Subdivision Restriction along with other rights to the City of Isle of Palms (the "City") by virtue of the Assignment of Rights dated April 21, 1992 and recorded in the Charleston County R.M.C. Office in Book L-215, Page 402 and by Corrective Assignment

of Rights dated 2/23, 1994 and recorded contemporaneously with this Waiver of Restrictions; and

WHEREAS, the City, now being the assignee of the right to enforce the Subdivision Restriction, desires to clarify any ambiguity on the public record, waive the Subdivision Restriction to the extent that it may apply to the creation of separate Lots 69 and 70, consistent with the initial platting of these properties, and confirm the subdivision and platting of the Lots as shown on the Subdivision Plat; and

WHEREAS, the City Council of the City, at its meeting on February 22, 1994, approved the terms of this Waiver of Restrictions and authorized its execution by the undersigned.

NOW, THEREFORE, the City, in consideration of the waiver of its rights and the mutual promises contained herein, now agrees as follows:

1. City waives the Subdivision Restriction to the extent necessary to allow the creation of separate Lots 69 and 70, as shown on the Subdivision Plat, but reserves all future rights to enforce the Subdivision Restriction, expressly including such enforcement as may be required to prevent the subdivision of any seaward portion of Lot 69 from any landward portion of Lot 69 or any seaward portion of Lot 70 from any landward portion of Lot 70.
2. City confirms the subdivision of the Lots as shown on the Subdivision Plat, as previously approved by the City on June 23, 1992.
3. This Waiver of Restrictions shall be binding upon the City and its successors, including without limitation, this Waiver of Restrictions shall act as a continuing waiver, subject to the terms herein, as to all future conveyances of Lot 69 or Lot 70.

The City of Isle of Palms by and through its authorized agent, has executed this Waiver of Restrictions this 28th day of February, 1994.

WITNESSES:

[Signature]
[Signature]

CITY OF ISLE OF PALMS

BY:

[Signature]
Carmen R. Bunch

ITS:

Mayor

EX U239PG143

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn says that (s)he saw the above-named CITY OF ISLE OF PALMS by CARMEN R. BUCH, its MAYOR sign, seal and as its act and deed deliver the Waiver of Restrictions and that (s)he with the other subscribing witness witnessed the execution thereof.

Rubens H. Hunter

SWORN to before me this 25th
day of FEBRUARY, 1994.

James B. Mauldin
Notary Public for South Carolina
My Commission Expires: 11-14-2000

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that lot of land situate, lying and being on the Isle of Palms in the County of Charleston and State aforesaid, and being known and designated as Lot 69, as more fully shown on a plat prepared by W. L. Gaillard, R.L.S. dated February 17, 1992, entitled "GENERAL SURVEY OF PROPERTY IN THE CITY OF ISLE OF PALMS, LOT 69-A IS BEING ADDED TO LOT 69 TO FORM ONE LOT. LOT 70-A IS BEING ADDED TO LOT 70 TO FORM ONE LOT. OWNED BY CITIZENS AND SOUTHERN NATIONAL BANK, TRUSTEE AND ETHEL L. BOYLE RIPLEY" and recorded November 4, 1992 in Plat Book CK at Page 39 in the R.M.C. Office for Charleston County, South Carolina. Said Lot having such size, shape and dimensions as by reference to the said plat will more fully appear.

Said Lot being butted and bounded to the north by the southern edge of the right of way of Palm Boulevard, to the east by Lot 70, to the south by the mean high watermark of the Atlantic Ocean (to include all accreted land, if any, landward of the mean high water mark of the Atlantic Ocean, as such accreted land and said mean high water mark may exist from time to time) and to the west by Lot 68, all as more fully shown on said Plat.

TOGETHER WITH, as may be applicable, such rights of an easement for view as the Grantor herein may have or be possessed of across said Lot. The said easement being of equal width of the said Lot and extending to the mean high water mark of the Atlantic Ocean. It being the intention of the Grantor herein by the granting to the Grantee of this easement of view to give unto the Grantee such rights, if applicable, as the Grantor may have to prevent any structures, poles or posts from being permanently placed on the said strip of land over which the easement is given as would in any way affect the view of the Grantee, her heirs, assigns and successors in title, from having a free and unobstructed view of the Atlantic Ocean; and further, that the Grantor herein grants unto the Grantee such rights of ingress or egress as the Grantor may have for pedestrian use to and from the Lot herein conveyed.

TMS #571-11-00- 212.

ALSO:

ALL that lot of land situate, lying and being on the Isle of Palms in the County of Charleston and State aforesaid, and being known and designated as Lot 70, as more fully shown on a plat prepared by W. L. Gaillard, R.L.S. dated February 17, 1992, entitled "GENERAL SURVEY OF PROPERTY IN THE CITY OF ISLE OF PALMS, LOT 69-A IS BEING ADDED TO LOT 69 TO FORM ONE LOT. LOT 70-A IS BEING ADDED TO LOT 70 TO FORM ONE LOT. OWNED BY

U239PG145

CITIZENS AND SOUTHERN NATIONAL BANK, TRUSTEE AND ETHEL L. BOYLE RIPLEY" and recorded November 4, 1992 in Plat Book CK at Page 39 in the R.M.C. Office for Charleston County, South Carolina. Said Lot having such size, shape and dimensions as by reference to the said plat will more fully appear.

Said Lot being butted and bounded to the north by the southern edge of the right of way of Palm Boulevard, to the east by a 10' Alley, to the south by the mean high watermark of the Atlantic Ocean (to include all accreted land, if any, landward of the mean high water mark of the Atlantic Ocean, as such accreted land and said mean high water mark may exist from time to time) and to the west by Lot 69, all as more fully shown on said Plat.

TOGETHER WITH, as may be applicable, such rights of an easement for view as the Grantor herein may have or be possessed of across said Lot. The said easement being of equal width of the said Lot and extending to the mean high water mark of the Atlantic Ocean. It being the intention of the Grantor herein by the granting to the Grantee of this easement of view to give unto the Grantee such rights, if applicable, as the Grantor may have to prevent any structures, poles or posts from being permanently placed on the said strip of land over which the easement is given as would in any way affect the view of the Grantee, her heirs, assigns and successors in title, from having a free and unobstructed view of the Atlantic Ocean; and further, that the Grantor herein grants unto the Grantee such rights of ingress or egress as the Grantor may have for pedestrian use to and from the Lot herein conveyed.

TMS #571-11-00- 212 .

DK U239PG146

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ROBERT N. KING
REGISTER
CHARLESTON COUNTY SC

Board of Zoning Appeals
Minutes
April 2, 2019

I. Call to order

The regular meeting of the Board of Zoning Appeals was called to order on April 2, 2019 at 5:30 p.m. in the City Hall Conference Room, 1207 Palm Boulevard. Members present were Elizabeth Campsen, Carolyn Holscher, Arnold Karig and Glenn Thornburg and Secretary Douglas Kerr. Pete Doherty was absent.

Mr. Kerr acknowledged that the meeting had been advertised in compliance with State law and the properties had been posted.

II. Nomination and election of Chairman and Vice Chairman

Mr. Karig called the meeting to order and explained that, at the last meeting, the nomination and election of Chairman and Vice Chairman were postponed to have more Board members present; Mr. Doherty was absent from this meeting. The Board members discussed postponing the elections until May, but some members knew they had conflicts for May that would push the elections to June. The Board decided to move forward with the nominations to avoid additional delays.

The floor was opened for nominations for Chair, and Ms. Campsen nominated Mr. Thornburg; and Ms. Holscher seconded the nomination. With no other nominations, Mr. Thornburg was unanimously elected Chairman.

The floor was opened for nominations for Vice Chair, and Ms. Holscher nominated Ms. Campsen; Mr. Karig seconded the nomination. With no other nominations, Ms. Campsen was unanimously elected Vice Chair.

III. Approval of Minutes

Ms. Holscher moved to approve the minutes of the February 5, 2019 meeting, and Mr. Karig seconded the motion. The motion passed unanimously.

IV. Special Exceptions

Mr. Thornburg explained that the Board acted as a quasi-judicial body and all comments made were treated in the same manner as court testimony; therefore, any person who would like to speak to the Board should be sworn in. He then swore in the members of the audience that would be speaking.

601 Carolina Boulevard

Mr. Kerr stated that the request was to establish a hot sauce business in the applicant's home at 601 Carolina Boulevard. He indicated that the product would be produced and shipped primarily from a location other than the home, but office work and some limited drop- shipping would occur at the residence. There would be no business-related traffic coming to the home.

Mr. Thornburg asked the applicant if he had anything to add, and Mr. Garraux responded that he would not be canning anything at the home.

Mr. Thornburg asked how the applicant got involved in the business, and Mr. Garraux replied that he started making hot sauce as a hobby in college and would like to expand and sell it commercially.

Ms. Holscher made a motion to approve the request, and Ms. Campsen seconded the motion. The motion passed unanimously.

10 Oyster Row

Mr. Kerr stated that the next request was for a Special Exception to allow the establishment of a business and technical consulting service in the applicant's home at 10 Oyster Row. The applicant has indicated that the home will be used for office work only, that no business-related traffic would be coming to the house and that no exterior evidence of a business would be visible.

Mr. Thornburg asked the applicant if he had anything to add. The Brastauskas commented that he had been in the engineering division of Proctor and Gamble and would like to continue working as a consultant, reviewing technical drawings and packaging development at his home. He added that his work, other than office work, would be done out of state.

Mr. Thornburg asked what work would happen at the home. Mr. Brastauskas answered that, when home, he would attend conference calls via his computer and review technical drawings.

Mr. Karig moved to approve the request, and Ms. Campsen seconded. The motion passed unanimously.

V. Miscellaneous business

Mr. Thornburg asked what could be done legally if a condition the Board had attached to its approval of a Special Exception was not being done. He stated that the Board attached a

condition to its approval of the Airstream at the Boathouse restaurant requiring that the trailer be moved off site for 30 days every year, and it has not been moved in than a year. Mr. Kerr stated that he needed guidance from the City Attorney on this point.

Mr. Kerr noted that, at the last meeting, Mr. Doherty asked if the Board would be receiving the legal briefing as they have in the past and if it could be scheduled for the next meeting.

VI. Adjournment

With no other business, the meeting was adjourned at 5:55 p.m.

MINUTES OF THE ISLE OF PALMS
PLANNING COMMISSION MEETING
April 10, 2019

The Isle of Palms Planning Commission met in the City Hall Conference Room, 1207 Palm Boulevard on April 10, 2019 at 4:30 p.m. Members attending included Richard Ferencz, Phillip Pounds, Ron Denton, Bill Mills, Lisa Safford, Vince DiGangi and Lewis Gregory, and the Director of Planning Douglas Kerr was present. Mr. Ferencz acknowledged that the press had been notified of the meeting, and the agenda for the meeting was posted in City Hall and the Building Department to comply with the Freedom of Information Act.

PUBLIC COMMENTS

Jamie Zazella, 104 Forest Trail, stated that she had read the previous meeting's minutes and the requirement that the applicant provide assurance from Charleston County that the request complied with Sections 5-5-7(e) 4 & 5 of the City's code, and noted the applicant has not done this. She believed that the applicant has to stop thumbing his nose at the Commission, as this process is keeping everyone on hold; she believed everybody was ready to move on. She felt the developer needed to prove that he was not going to make a bad situation worse or continue to be denied.

Henry Hagerty, 106 Forest Trail, wanted to know if the laws controlling the division of land trumped the laws established to control stormwater. He did not have any issue with the owners of these lots selling their properties, but that Facebook posts and presentations at meetings have turned neighbors against each other, which was not good for anybody.

Ms. Melinda Mitchell, 702 Ocean Boulevard, explained that she was representing one of the property owners selling their land. She stated that she felt that the Planning Commission had overstepped their bounds in what they are requiring of the applicant for preliminary approval. She stated that the problems being caused in this area had nothing to do with the size of the lots, but it had to do with inadequate infrastructure, for which these owners cannot be held accountable. She believed that the Planning Commission was trying to stall the process until laws change that would expose the City to paying damages to many owners.

Tom Widlowski, 107 Forest Trail, stated that he would be selling his property and recalled that, at the first hearing, they were told that their request met all of the legal standards and would be approved unless something was found to be out of compliance with the standards. He stated that this request was not for a new subdivision; the Forest Trail subdivision had been established many years prior, and this was just two additional lots, similar in size and shape to the rest of the lots in Forest Trails. He stated that this process has taken a huge emotional toll on all involved, and it was best for everyone to be finished.

Renee Meyer explained that she was an island resident and represented one of the owners. She stated that laws were in place to protect everyone and the Commission should be following the law in approving this request as it is compliant with the law. She stated that this request was not to create a new subdivision, but to add to additional lots in an area that can support the homes.

Amanda Widlowski explained that she was the daughter-in-law and agent for the owners of 107 Forest Trail. She said that her mother-in-law Judy Widlowski did not want to speak, but had provided a letter that she would like to read. She read the letter that explained that the tide valve was broken and was allowing tidal water to come into the road. The neighbors complaining were not seeing that the drainage problems were a result of failing infrastructure and not the homes on the land. She stated that the request meets the standards in the code for preliminary approval, and it should be granted this approval so everyone could move along.

Ellen Bonner, agent for the developer, explained that the extra tax dollars that were earned from the future development could be earmarked for future drainage improvements. She stated that the number of people coming to the meeting to protest this subdivision has greatly decreased from the first meeting, and she felt it illustrated that the neighbors were accepting the request.

Barry Holden, 109 Forest Trail, explained that he is the son of the resident at 109 Forest Trail and they were trying to get this process behind them so that they can keep his mother on the island. He explained that he was on City Council when the minimum lot size requirement of 17,500 square feet was developed for SR1, and he felt the requirement was larger than most lots, but still a fair size. He stated that as an owner, they have counted on the City and taken the City at its word; not to approve the request after this long was problematic.

Mr. Denton asked Mr. Holden how the Council, at the time the requirement was created, decided on 17,500 square feet per lot. Mr. Holden answered that it was right after Hurricane Hugo, and he believes that the Council thought it was large enough to keep the island from having a proliferation of small lots, but small enough to be defensible.

APPROVAL OF MINUTES

Mr. Pounds made a motion to approve the minutes of the March 13, 2019 meeting as submitted, and Ms. Safford seconded. The motion passed unanimously.

EXECUTIVE SESSION

A motion was made, seconded and unanimously approved for the Commission to go into Executive Session to receive legal advice regarding the approval of subdivision requests.

The Commission came out of executive session, and the Chairman announced that no motions were made or votes taken while in Executive Session.

SUBDIVISION REQUEST AT 105, 107, 109 FOREST TRAIL

Explaining that many steps were still ahead, including getting Charleston County's approval of a stormwater management plan, Mr. Denton moved to approve the request. Mr. Pounds seconded the motion, and it passed unanimously.

DISCUSSION OF FURTHER PROTECTION OF PALM TREES

Mr. Kerr recalled that, at the last meeting, the Commission deferred taking action until more members of the Commission were present. He explained that, currently, the City's Code allows palm trees to be removed if they are mitigated by either moving the trees, replacing the trees, or paying the same amount as replacement costs into the City's tree fund. He stated that, prior to 2013, palm trees were given the same protection as other trees, but City Council relaxed this protection in reaction to owners complaining that palms are not technically trees and were overly abundant on the island. He explained that the Planning Commission revamped several aspects of the City's tree removal requirements at the time and engaged arborists from Clemson to guide those amendments. He provided a picture of a property on Waterway Boulevard that had legally removed 13 palm trees was the action that has caused a renewed concern about palm trees.

Mr. Ferencz explained that, possibly, the Commission should consider a provision that would require an owner who wanted to remove palm trees to make the trees available for transplanting prior to their being given approval for removal. Mr. Denton explained that it is much cheaper to plant new palm trees than it was to transplant them, so he doubted that anybody would want to transplant the tree.

Mr. Pounds asked what has changed since the Planning Commission did all of their research in 2013. Mr. Kerr answered that the case on Waterway Boulevard gave a clear worst-case example of what the ordinance would allow and it raised concerns.

Mr. Kerr felt that part of the problem at Waterway Boulevard was that, while the owner paid a considerable fee into the City's tree fund, there was no visual indication that the City received anything in mitigation. He thought consideration should be given to take away the ability of the property owner to pay into the fund and to require the owner to replant new trees, wherever the owner chooses. The point was made that some sites cannot accommodate any more trees and this could be a problem.

The Commission discussed ways to ensure that the money put into the tree fund went toward the planting of new trees and not just landscape maintenance. After deliberation, they made no recommendation to change the language in the code.

CONSIDERATION OF A RECOMMENDATION ON ORDINANCE 2019-07 – AN ORDINANCE AMENDING MINIMUM LOT SIZES IN SR1 AND SR2

Mr. Kerr reported that this ordinance was given first reading by City Council at its March meeting and was placed before the Planning Commission for a recommendation. He explained that the intent of the ordinance was to reduce the number of properties that could be subdivided on the island. He stated that the primary concern was flooding and the management of additional stormwater that could result if more buildings were developed than were currently planned.

Mr. Denton explained that the problem in the ordinance was that it would make many properties nonconforming, which would entitle those lots to a five-foot reduction in front and rear setbacks. He thought that this reduction in setbacks was inconsistent with the existing neighborhood developments.

Mr. Gregory asked if they could change the lot size and review the setback requirement as well.

Mr. Denton understood the intent to prohibit future subdivisions, but he questioned that this was the best way to achieve that objective.

Ms. Safford questioned the wisdom of making almost every lot in the residential districts noncompliant. She indicated that she would be in favor of approaching the problems of drainage and flooding from an impermeability standpoint but not the minimum lot size requirement.

Mr. Mills questioned why the concern about being nonconforming, and Mr. Kerr replied that he did not see a downside to an owner being nonconforming and those owners seeing a reduction in setbacks that be considered an upside.

Mr. Kerr said that he would suggest for the Commission to look at the subdivision request that was just considered and to think about whether that request was in keeping with what the community would want to see in the future.

Mr. Ferencz stated that he appreciated how simple the change was, and it appeared that any other method would have more complex, unintended consequences.

Mr. Denton remarked that the flooding issue was included in the preamble of the ordinance, so that, at a time when flooding and stormwater were no longer an issue, a future Council could relax the requirement.

Mr. Ferencz made a motion to recommend approval of the amendment to City Council. Mr. Pounds seconded the motion and the motion passed unanimously.

DISCUSSION WAYS TO REDUCE IMPERVIOUS SURFACES

Mr. Kerr recounted that, at the last meeting, the group agreed to delay discussions until they had an opportunity to review the changes that were recently enacted to become familiar with them. Additionally, he said that he had pulled together the neighboring communities' ordinances and that the Isle of Palms' ordinances were generally in line with its neighbors, but more restrictive. He explained that Sullivan's Island's ordinance was more restrictive, but their lots were much larger.

Mr. Kerr recalled that, in prior meetings, Mr. Denton pointed out that, if the requirement were enacted to require all hardscaping to be pervious, it could lead to larger structures because developers would see that they had more room under the coverage cap. He suggested that the Commission might want to consider requiring all future hardscaping to be pervious, but also reduce the allowable coverage from 40% to 35% to account for Mr. Denton's point.

The Commission generally agreed with the idea of requiring all future hardscaping to be pervious and reducing the allowable coverage from 40% to 35%. At the same time, they to keep the minimum floor of the requirement to allow at least 3,200 square feet of coverage and to maintain the maximum of the requirement to limit the coverage to no more than 7,000 square feet. Staff was directed to develop a draft ordinance for consideration at the next meeting.

MISCELLANEOUS BUSINESS

Mr. Ferencz asked for an update on the Thomas and Hutton study. Mr. Kerr said that, according to their schedule, they should be developing concepts for consideration at the end of May.

Mr. Ferencz also asked for an update on the MOU with the Water and Sewer Commission. Mr. Kerr opined that the next step would be a workshop between the City and the Water and Sewer Commission to review the masterplan developed by Thomas and Hutton.

Mr. Kerr said that he wanted to schedule a legal briefing for the Commission as done in prior years, but the Commission agreed that it would be best to delay it until June when all members could attend.

ADJOURNMENT

With there being no further business, the meeting was adjourned at 6:40 p.m.

Respectfully submitted,
Richard Ferencz, Chair

ORDINANCE 2019-__

AN ORDINANCE AMENDING TITLE 7, CHAPTER 1, BUSINESS LICENSES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES REGARDING THE INCREASE OF SHORT TERM RENTAL LICENSE FEES.

WHEREAS, the City of Isle of Palms Council desires to update certain provisions of Title 7, Chapter 1, entitled Business Licenses, specifically section 7-1-22 (b) to increase the short-term rental license fees; and

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; and

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 7, CHAPTER 1, BUSINESS LICENSE, SPECIFICALLY SECTION 7-1-22 (b) SHALL BE AMENDED TO READ AS FOLLOWS:

SECTION 1. Sec. 7-1-22 (b). – Class 8 Rates, shall be amended to read as follows:

“SIC 6513; NAICS 53111-Lessors of Residential Housing Units-Less than Ninety (90) Days (Non-resident rates do not apply).

Minimum on first \$2,000.....\$350.00 PLUS
Per \$1,000, or fraction, over \$2,000.....\$4.60”

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: _____

ORDINANCE 2018-__

AN ORDINANCE AMENDING TITLE 3, PUBLIC WORKS, CHAPTER 3, STORMWATER REGULATIONS, ARTICLE A STORMWATER MANAGEMENT UTILITY.

WHEREAS, the City of Isle of Palms Council desires to update certain provisions of Title 3, Chapter 3, Article A, entitled Stormwater Management Utility, specifically section 3-3-21 (B) to increase the base rate of the Stormwater Management Utility Fee from \$48.00 annually to \$72.00 annually; and

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; and

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 3, PUBLIC WORKS, C CHAPTER 3, STORMWATER REGULATIONS, ARTICLE A STORMWATER MANAGEMENT UTILITY SHALL BE AMENDED TO READ AS FOLLOWS:

SECTION 1. That Section 3, is hereby amended by deleting in its entirety and replacing it to state as follows:

Sec. 3-3-21. – Stormwater Management Utility Fee; Classification of Property.

(B) *Base rate.* The base rate shall be seventy-two dollars (\$72.00) annually. In no case shall a utility customer be billed a fee for less than one-half (1/2) the base rate.

(Ord. No. 2007-15, § 2(3-3-21), 8-28-2007; Ord. No. 2016-06, § 2, 6-28-2016)

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: _____

ORDINANCE 2019-__

AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 2, DISTRICT REGULATIONS.

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 City of Isle of Palms, like most municipalities in the Lowcountry, have experienced significant increases in flooding associated with tidal and stormwater influences;

WHEREAS, the City of Isle of Palms has endeavored to study and repair its current infrastructure in an attempt to address these issues, and anticipate its drainage project to take approximately ten (10) years to successfully complete;

WHEREAS, the City of Isle of Palms believes it is necessary to slow any future subdivisions of property for development while this drainage project is underway in an effort to protect flood-prone and vulnerable areas of the island;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Section 5-4-32 (5) (SR-1 single-family residential district).

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Section 5-4-33 (5) (SR-2 single-family residential district).

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 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 2, DISTRICT REGULATIONS SHALL BE AMENDED TO READ AS FOLLOWS:

Section 5-4-32 (5) (SR-1 single-family residential district)

a. Lot area: ~~seventeen thousand five hundred (17,500)~~ thirty-five thousand (35,000) square feet of contiguous highland.

Section 5-4-33 (5) (SR-2 single-family residential district) (5) *Minimum lot requirements:*

a. Lot area: ~~Eight~~ Sixteen thousand (816,000) square feet of contiguous highland.

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: _____

RESOLUTION NO. R.2019-01

**STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
TOWN OF MOUNT PLEASANT)**

A RESOLUTION TO INCREASE FRANCHISE FEE WITH COMCAST FROM 3% to 5%

WHEREAS, City of Isle of Palms Council has the authority by S.C. Code Section 5-7-260(4) to enter into franchise agreements with various utility companies;

WHEREAS, the City of Isle of Palms Council exercised its lawful discretion and entered into a franchise agreement with Comcast by ordinance 2010-03, which was ratified on February 8, 2010;

WHEREAS, Council, by ordinance, agreed to a franchise fee rate of three (3%) percent of gross revenue;

WHEREAS, the City of Isle of Palms Council has the ability from time-to-time to examine their fees to ensure they are appropriate and reasonable;

WHEREAS, the City of Isle of Palms Council desires to increase the franchise fee from 3% to 5%, and have notified Comcast and the South Carolina Secretary of State;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the City of Isle of Palms, in Council assembled, that the franchise fee shall be increased from three (3%) percent to five (5%) percent.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 2019.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

RESOLUTION NO. R.2019-02

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
TOWN OF MOUNT PLEASANT)

**A RESOLUTION TO INCREASE
BUILDING PERMIT FEES**

WHEREAS, City of Isle of Palms Council has the authority and to adopt a schedule of permit fees for residents, contractors and property owners and did so by Resolution in 1992;

WHEREAS, the City of Isle of Palms Council has the ability from time-to-time to examine their fees to ensure they are appropriate and reasonable;

WHEREAS, the City of Isle of Palms Council desires to increase the building permit fees to accurately reflect the current economic landscape of its municipality;

WHEREAS, the current schedule requiring a \$10.00 building permit fee, shall be amended to reflect a \$50.00 base building permit fee, plus \$5.00 per \$1,000 of project value.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the City of Isle of Palms, in Council assembled, that the Permit Schedule of Fees shall be amended and reflect the above change. The remaining Schedule of Fees shall remain unchanged.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2019.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading: _____
Public Hearing: _____
Second Reading: _____
Ratification: _____

ORDINANCE NO. 2019-08

AN ORDINANCE TO ESTABLISH THE STANDARDS FOR THE PLACEMENT OF SMALL WIRELESS FACILITIES IN COVERED AREAS IN THE CITY OF ISLE OF PALMS, SOUTH CAROLINA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Isle of Palms (“City”) encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while managing Public Rights-of-Way in a manner that promotes the interests of the public health, safety and welfare; and,

WHEREAS, the City recognizes that Small Wireless Facilities including facilities commonly referred to as small cell and distributed antenna systems are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to residences, businesses, and schools within the City; and,

WHEREAS, the City recognizes that Small Wireless Facilities together with high capacity transport medium such as fiber optic cabling may be effectively deployed in Public Rights-of-Way; and,

WHEREAS, this Ordinance is intended to grant municipal consent to use of Rights-of-Way and establish a standard application process to streamline the issuance of necessary permits in a manner that is not a barrier to competition, and does not unnecessarily delay the implementation and installation of Small Wireless Facilities,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, that Title _____ of the City Code is hereby amended to add a new Chapter _____ entitled “Standards for Placement of Small Wireless Facilities in Covered Areas,” to read as follows:

Section 1. *Definitions.*

“Antenna” means communication equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

“Applicable Codes” means uniform building, energy, electrical, plumbing, mechanical, gas, and fire codes in Title 6, Chapter 9 of the South Carolina Code of Laws, local amendments to

those codes authorized by state law, and local codes or ordinances which impose requirements defined in Section 5 of this Ordinance including objective design and concealment standards to regulate location, context, material, color, stealth and concealment standards on a uniform and nondiscriminatory basis.

“Applicant” means any person who submits an Application to a City and is a Wireless Services Provider or a Wireless Infrastructure Provider.

“Application” means a request submitted by an Applicant for a permit to (i) Collocate Small Wireless Facilities; or, (ii) construct, install, maintain, operate, replace or modify a Utility Pole or Wireless Support Structure.

“Cable, Communications, Fiber or Electric Easement” means an easement, granted to a cable or video service provider, a communications service provider (including without limitation a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or within a Rights-of-Way and is occupied by existing Utility Poles or Wireless Support Structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term Cable, Communications, Fiber or Electric Easement excludes easements for service drops or lines connecting the customer’s premises to the cable, communications, fiber or electrical provider.

“City-Owned Pole” means (i) a Utility Pole owned or operated by the City in Covered Areas, including a Utility Pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the City in a Covered Area that supports only Wireless Facilities. The term does not include a Utility Pole owned or operated by and accounted for as an asset of a municipal electric utility.

“Collocate” means to install, mount, maintain, modify, operate, or replace one or more Wireless Facilities on, under, within, or adjacent to an existing Wireless Support Structure or Utility Pole located in Covered Areas within the jurisdiction of the City. ***“Collocation”*** has a corresponding meaning.

“Covered Areas” means the surface of, and the space above and below, any public “Rights-of-Way,” “ROW,” “City Rights-of-Way,” “Public Rights-of-Way,” and/or “Cable, Communications, Fiber or Electric Easement” as those terms are defined herein.

“Day” means calendar day unless the last day for the City or an Applicant to take action under this Ordinance ends on a weekend, holiday, or time when all but City emergency services are closed due to weather or some unforeseen situation.

“Decorative Pole” means a Utility Pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

“Design District” means an area that is zoned, or otherwise designated by municipal ordinance, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

“Fee” means a one-time charge.

“Historic District” means an area that is zoned or otherwise designated as a Historic District under municipal, state or federal law and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

“Micro Wireless Facility” means a Small Wireless Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and, (ii) any exterior antenna is no longer than 11 inches.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

“Rate” means a recurring charge.

“Rights-of-Way” or “ROW” or “City Rights-of-Way” or “Public Rights-of-Way” means that area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the City, County or the State of South Carolina, but not including a federal interstate highway, in the City.

“Small Wireless Facility” means a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications

demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

“Transmission Pole” means a pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

“Underground District” means an area that is designated by ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in a Covered Area and for which the City maintains and enforces standards on a uniform and nondiscriminatory basis.

“Utility Pole” means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including City-Owned Poles. Such term shall not include structures supporting only Wireless Facilities, nor shall it include Wireless Support Structures.

“Wireless Facility” means equipment at a fixed location that enables Wireless Services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is Collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between Wireless Support Structures or Utility Poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.

“Wireless Infrastructure Provider” means any Person including a Person authorized to provide telecommunications service in the State, that builds, installs or maintains Utility Poles, wireless communication transmission equipment, Wireless Facilities or Wireless Support Structures.

“Wireless Services” means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using Wireless Facilities.

“Wireless Services Provider” means a Person who provides Wireless Services.

“Wireless Support Structure” means a freestanding structure, such as a monopole or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a Utility Pole.

Section 2. *Purpose and Scope.*

(a) The purpose of this Ordinance is to provide policies and procedures for the placement of Small Wireless Facilities in Covered Areas within the jurisdiction of the City.

(b) It is the intent of this Ordinance to establish uniform standards including, but not limited to:

- (i) Prevention of interference with the use of streets, sidewalks, alleys, parkways, traffic light poles or other light poles, and other public ways and places;
- (ii) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (iii) Prevention of interference with other facilities and operations of facilities lawfully located in Covered Areas or public property;
- (iv) Preservation of the character of neighborhoods where facilities are installed;
- (v) Preservation of the character of historic structures, or historic neighborhoods, including but not limited to such structures or neighborhoods listed on the National Register of Historic Places or locally designated Historic Districts; and,
- (vi) Facilitation of the rapid deployment of Small Wireless Facilities to provide the citizens with the benefits of advanced Wireless Services.

Section 3. *Permitted Use; Application Process and Fees.*

- (a) **Permitted Use and Consent.** Collocation of a Small Wireless Facility on an existing Utility Pole or Wireless Support Structure, or a new or modified Utility Pole or Wireless Support Structure installed in a Covered Area shall be a permitted use, except in supplemental review districts where such facilities are a conditional use, subject to administrative review, conditions and other requirements in Section 5. In accord with Article VIII, Section 15 of the State Constitution and related municipal code and ordinance provisions, the City consents to the use of Public Rights-of-Way by permit holders acting in compliance with this Ordinance.

(b) **Permit Required.** No person shall place a Small Wireless Facility in a Covered Area without first filing a Small Wireless Facility Application and obtaining a permit, except as otherwise provided in this Ordinance.

(c) **Permit Applications.** All Small Wireless Facility Applications filed pursuant to this Ordinance shall be on a form, paper or electronic, as required by the City. The Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly, and the City shall endeavor to protect materials so designated from public disclosure to the fullest extent permitted by state law.

(d) **Application Requirements.** The Small Wireless Facility permit Application shall be made by the Applicant, or its duly authorized representative as noted in a notarized statement from a Person with the Applicant with authority to make such an authorization, and shall contain the following:

- (i) The Applicant’s name, address, telephone number and e-mail address;
- (ii) Facility owner’s name, address, telephone number and email address, if different from Applicant;
- (iii) Intended facility use: owner operated or owner leased capacity;
- (iv) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
- (v) A general description of the proposed scope of work for the Collocation of the Small Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;
- (vi) Identification of any consultant that is acting on behalf of the Applicant and that is authorized to speak with the City, or a designee of the City, on the area of consultation for the Applicant even if the Applicant cannot be available;
- (vii) Verification from an appropriate representative of the Applicant that the Small Wireless Facility shall comply with all Applicable Codes;

(viii) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use Public Rights-of-Ways pursuant to Section 58-9-2230;

(ix) Verification of local business license, if applicable;

(x) Evidence the Applicant is duly authorized to do business in South Carolina;

(xi) Evidence the Applicant has received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Communications Commission or evidence that it is not required;

(xii) A copy of an approved South Carolina Department of Transportation encroachment permit and all documents required by SCDOT as part of the encroachment permit application, if the proposed location is within a SCDOT Right-of-Way; and,

(xiii) If the proposed location is outside of a SCDOT Right-of-Way, a statement that the Applicant has a lease, attachment agreement or other authorization from the owner of the Utility Pole or structure proposed for Collocation.

(e) **Routine Maintenance and Replacement.** An Application shall not be required for:

(i) Routine maintenance;

(ii) The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight, and height; or

(iii) The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing Utility Poles and/or Wireless Support Structures in compliance with the National Electrical Safety Code by a Wireless Services Provider or a Wireless Infrastructure Provider that is authorized to occupy the Public Rights-of-Way and that is remitting a consent, franchise, or administrative Fee pursuant to S.C. Code Ann. § 58-9-2230.

(f) **Information Updates.** Any amendment to information contained in a permit Application shall be submitted in writing to the City within ten (10) business days after the change necessitating the amendment.

(g) **Consolidated Application.** An Applicant seeking to Collocate multiple Small Wireless Facilities may, at the Applicant's discretion, file a consolidated Application and receive

a single permit for up to twenty (20) Small Wireless Facilities. Provided, however, the City's denial of any site or sites within a single Application shall not affect other sites submitted in the same Application. The City shall grant a permit for any and all sites in a single Application that it does not deny subject to the requirements of this Section.

(h) **Application Fees.** Unless otherwise provided by law, and except as to telecommunication companies exempted pursuant to S.C. Code § 58-9-2230, all Applications for permits pursuant to this Ordinance shall be accompanied by a Fee of \$100.00 for each Small Wireless Facility, except that the Fee for Small Wireless Facilities addressed in a consolidated Application shall be \$100.00 each for the first five Small Wireless Facilities and \$50.00 for each additional Small Wireless Facility up to a maximum of twenty (20) Small Wireless Facilities. For clarity, any Applicant that pays either a franchise, consent Fee, or administrative Fee pursuant to the requirements of S.C. Code § 58-9-2230 shall not be required to pay any building permit Fee, zoning permit Fee, encroachment Fee, degradation Fee, or any other Fee assessed on a telecommunications provider for its occupation of or work within the ROW.

(i) **Interference with Public Safety Equipment.** A Small Wireless Facility shall be operated and maintained in a manner that does not interfere with public safety (police, traffic control, fire and emergency services) equipment.

Section 4. Action on Permit Application.

(a) **Review of Small Wireless Facility Applications.** The City shall review the Application for a Small Wireless Facility permit for conformity with applicable requirements of this Ordinance, and shall issue a permit on nondiscriminatory terms and conditions subject to the following requirements:

- (i) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information.
- (ii) Make its final decision to approve or deny the Application within sixty (60) days of submission of a completed Application .
- (iii) Notify the Applicant in writing of its final decision, and if the Application is denied, specify the basis for a denial, including citations to federal, state or local code provisions and/or statutes on which the denial was based.

(iv) Notwithstanding an initial denial, the Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial, and the City shall approve or deny the revised Application within thirty (30) days of receipt of it. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

(b) **Review Deadline.** If the City fails to act on an Application within the sixty (60) day review period (or within the thirty (30) day review period for an amended Application), the Applicant may provide notice that the time period for acting has lapsed and the Application is then deemed approved.

(c) **Review of Eligible Facilities Requests.** Notwithstanding any other provisions of this Ordinance, the City shall approve and may not deny Applications that constitute eligible facilities requests for modification of an eligible support structure that does not substantially change the physical dimensions of such structure as provided in 47 CFR 1.40001, within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).

(d) **Compensation.** Subject to the limitations set forth in Section 3(h) herein, every permit shall include as a condition the Applicant's agreement to pay such lawful franchise Fees, business license taxes, administrative Fees and consent Fees as are permitted under applicable South Carolina and federal law. The Applicant shall also pay all applicable ad valorem taxes, service Fees, sales taxes, or other taxes and Fees as may now or hereafter be lawfully imposed on other businesses within the City.

Section 5. *Requirements for Small Wireless Facilities in Covered Areas.*

(a) **Administrative Review.** The City shall perform an administrative review of permit Applications including the location or installation of new, modified, or replacement Utility Poles and/or Wireless Support Structures and the attachment of Wireless Facilities and equipment on Utility Poles or Wireless Support Structures. Review factors, in addition to location, shall include the size, shape, color, texture, and materials of the structures and attachments.

(i) The City may require a proposed Wireless Facility be designed to not be significantly more readily apparent or plainly visible (to a reasonable person of ordinary sensibilities) from Covered Areas than existing utility structures, poles and

equipment located within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure.

(ii) Where Small Wireless Facilities are determined to be appropriate, the use of reasonable stealth and concealment treatments, low profile equipment and control boxes, and screening may be required to avoid significant negative impacts on the character and visual aesthetics of the area. However, such requirements may be waived by the City upon a showing that the particular location of a Small Wireless Facility does not warrant stealth or concealment treatments or imposes an excessive expense. The waiver shall be granted or denied within forty-five (45) days after the date of the request.

(iii) Supplemental review districts identified in Section 5(c) and listed in Appendix A may be subject to a higher level of review.

(b) **Maximum Size of Permitted Use.**

(i) The height of an Antenna of a Collocated Small Wireless Facility shall be limited to the greater of ten (10) feet above (a) the height of an existing or modified Utility Pole or Wireless Support Structure; or (b) the height of a new Utility Pole or Wireless Support Structure as provided in (ii) below.

(ii) The height of a new or modified Utility Pole, or Wireless Support Structure is limited to the greater of (a) the tallest Utility Pole, excluding Transmission Poles, or Wireless Support Structure located in the same Covered Area, measured from grade, in place within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure as of the effective date of this Ordinance; or (b) in the absence of any such Utility Pole or Wireless Support Structure, either (i) forty (40) feet in any area zoned exclusively for single family residential use, unless a waiver is granted for good cause shown, or (ii) fifty (50) feet in any other area.

(iii) Collocation is not allowed on a Decorative Pole less than twenty (20) feet in height.

(c) **Supplemental Review Districts.** Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures located in supplemental review districts shall be a conditional use and subject to the design and aesthetic requirements and review processes for

structures specified in this Ordinance establishing the supplemental review district(s) in addition to the requirement of this Ordinance, provided that the City will work in good faith with the Applicant to accommodate the installation of Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures in supplemental review districts to the fullest extent practicable. The City reserves its right to maintain and implement the following types of supplemental review districts.

(i) **Underground Districts.** A Wireless Services Provider or a Wireless Infrastructure Provider shall comply with nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the Covered Area in these districts. Nothing in this section shall prohibit the use or replacement of existing Utility Poles or Wireless Support Structures in Underground Districts for the Collocation of Small Wireless Facilities subject to administrative review by the zoning administrator, appropriate design and concealment and a finding that such use does not increase the height by more than three (3) feet.

(ii) **Historic and Design Districts.** As a condition for approval of new Small Wireless Facilities or new Wireless Support Structure in a Historic District or a Design District, the City may require that a Wireless Services Provider or a Wireless Infrastructure Provider comply with the design and aesthetic standards of the Historic District or Design District to minimize the impact to the aesthetics in a Historic District or on a Design District's Decorative Poles. If design and concealment treatments are determined on review by the City to be insufficient to mitigate harm to the Historic District or Design District, the Application may be denied.

This section may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

(d) **Appeals, Special Exceptions and Variance Requirements.** Appeals of administrative decisions and requests for special exceptions and variances from the provisions of

this Ordinance, when strict application would result in an unnecessary hardship or in the inability to deploy needed Small Wireless Facilities, shall be heard and decided by the Board of Zoning Appeals or equivalent board for architectural, design or historical district reviews. An applicant seeking a Special Exception to construct a new Decorative Pole, Utility Pole or other Wireless Support Structure to Collocate a Small Wireless Facility in an Underground District shall demonstrate, including certification through an engineer, that it has diligently attempted to locate the proposed Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility outside of the Underground District and that placement of the Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility within the Underground District is necessary to provide the needed wireless coverage or capacity, and one or more of the following conditions exist supporting a Special Exception:

- (i) No existing Utility Pole or Wireless Support Structure is located within the location search radius or to the extent a Utility Pole or Wireless Support Structure is located within the search radius, such Utility Pole or Wireless Support Structure:
 - a. Is not available for Collocation under commercially reasonable rates, terms, and conditions;
 - b. Cannot accommodate the Collocation of the Small Wireless Facility and meet the technical requirements necessary to deliver adequate wireless service coverage or capacity; or
 - c. Would require modifications exceeding the three (3) feet height limitation imposed in section 5(c)(i).
- (ii) The only available option to deliver adequate wireless service coverage or capacity in the search radius requires modifications to an existing Utility Pole or Wireless Support Structure exceeding the three (3) feet height limitation imposed in section 5(c)(i) or the installation of a new Utility Pole or Wireless Support Structure for Collocation of a Small Wireless Facility, or
- (iii) The applicant has demonstrated other circumstances that, in the reasonable discretion of the [board, etc.], warrant a special exception or variance.

The Applicant shall abide by the design, stealth and concealment treatments imposed as conditions of the special exception.

(e) **Existing Supplemental Review Districts.** Supplemental review districts approved by the City as of the effective date of this Ordinance are listed in Appendix A. The Code provisions authorizing the district, applicable design guidelines or manual, review authority and appeal jurisdiction are specified in Appendix A. Nothing in this Ordinance shall prohibit or otherwise limit the City from establishing additional supplemental review districts, provided however, that facilities and structures for which a permit was approved or deemed approved pursuant to this Ordinance prior to the establishment of the additional supplemental review district remain subject to the provisions of this Ordinance, including routine maintenance and replacement of those facilities and structures as set out in Section 3(e)(i) and (ii) of this Ordinance, and not to any provisions otherwise applicable to the additional supplemental review district. If a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily replaces such facilities in a manner that does not comply with Section 3(e)(ii) of this Ordinance, or if a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional supplemental review district.

(f) **Repair of Damage.** A Wireless Services Provider or a Wireless Infrastructure Provider shall repair all damage to a City Right-of-Way directly caused by the activities of the Wireless Services Provider or the Wireless Infrastructure Provider, while occupying, installing, repairing, or maintaining Wireless Facilities, Wireless Support Structures, City Utility Poles, or Utility Poles and to return the Right-of-Way to its functional equivalence before the damage. If the Wireless Services Provider or the Wireless Infrastructure Provider fails to make the repairs required by the City within forty-five (45) days after written notice, unless the City and the Wireless Services Provider or the Wireless Infrastructure Provider agree in writing to a longer time period, the City may undertake those repairs and charge the applicable party the reasonable and documented cost of the repairs. The City may maintain an action to recover the costs of the repairs.

Section 6. *Effect of Permit.*

(a) **Authority Granted: No Property Right or Other Interest Created.** A permit from the City authorizes an Applicant to undertake only certain activities in accordance with the

Ordinance, and does not create a property right or grant any authority whatsoever to the Applicant to impinge upon the rights of others who may already have an interest in the Covered Area.

(b) **Duration.** Unless construction has actually begun and is diligently pursued to completion at that point, no permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless both City and Applicant agree to a reasonable extension and all required Fees are paid for the term regardless of construction. The inability of the Applicant to obtain electrical power or backhaul transport services to serve the Wireless Facility such that it is operational within the twelve (12) months due to the action or inaction of third-party utility providers shall not result in the invalidity of the permit.

Section 7. Removal, Relocation or Modification of a Small Wireless Facility in the ROW.

(a) **Notice.** Within ninety (90) days following written notice from the City, a Wireless Services Provider or a Wireless Infrastructure Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Wireless Facilities or Wireless Support Structures within the Rights-of-Way whenever the City, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-of-Way.

(b) **Emergency Removal or Relocation of Facilities.** The City retains the right to cut or move any Wireless Facility or Wireless Support Structure located within its Rights-of-Way as the City, in its reasonable discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider and provide opportunity to move its own Wireless Facilities or Wireless Support Structure prior to the City cutting or removing a Wireless Facility or Wireless Support Structure and the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider after cutting or removing a Wireless Facility.

(c) **Abandonment of Facilities.** Upon abandonment of a Wireless Facility or Wireless Support Structure within the City Rights-of-Way, the Wireless Services Provider or the Wireless Infrastructure Provider shall notify the City within ninety (90) days of such abandonment. Following receipt of such notice the City may direct the Wireless Services Provider or the Wireless

Infrastructure Provider to remove all or any portion of the Wireless Facility or Wireless Support Structure if the City, in its sole discretion, determines that such removal will be in the best interests of the public health, safety, and welfare.

(d) **Abandonment by Inaction.** At any point when a Wireless Services Provider or a Wireless Infrastructure Provider fails to pay any required Fee, or annual payment to the City, and fails to respond within sixty (60) days to a written inquiry from the City as to whether the Wireless Services Provider or the Wireless Infrastructure Provider intends to continue to operate a Wireless Facility or Wireless Support Structure, for whatever reason, the Wireless Facility shall be deemed abandoned and the City may, at its sole option, remove all or any portion of the Wireless Facility or Wireless Support Structure, or take other action as authorized by law, including recovery of actual costs incurred in removing the Wireless Facility or Wireless Support Structure.

Section 8. Attachment to City-Owned Utility Poles in the Covered Areas.

(a) **Annual Rate.** The rate to place a Small Wireless Facility on a City-Owned Pole in Covered Areas shall be fifty (\$50.00) dollars per year per wooden pole or two hundred (\$200.00) dollars per year for all other City-Owned Poles. This rate is in addition to reimbursement to the City for any expenses for make-ready work. The City reserves the right to require a pole attachment agreement to further define the terms and conditions of attachments to City-Owned Poles. The rates specified in this section shall not apply to poles owned, or operated and accounted for as an asset of, a municipal electric utility.

(b) **Cease Payment.** A Wireless Services Provider or a Wireless Infrastructure Provider is authorized to remove its facilities at any time from a City-Owned Pole in Covered Areas and cease paying the annual rate to the City as of the next due date for payment following the removal.

(c) **Make-Ready.** For City-owned Utility Poles in Covered Areas, the Applicant shall reimburse the City for expenses for any reasonable make-ready work. The City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Services Provider or the Wireless Infrastructure Provider.

(d) **Municipal Utilities Excluded.** Nothing in this section shall be construed to affect the authority of a municipal electric utility to deny, limit, restrict, or determine the rates, Fees, terms, and conditions for the use of or attachment to a Utility Pole owned, or operated and accounted for as an asset of, a municipal electric utility.

Section 9. Severability.

In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the Ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

Section 10. Effective Date.

This Ordinance shall take effect (xxx) days after adoption.

APPROVED:

Jimmy Carroll, Mayor

ATTEST:

Marie Copeland, City Clerk

APPROVED AS TO LEGAL FORM:

Julia Copeland, City Attorney

First Reading:

Second Reading:

Ratification:

ORDINANCE 2019-09

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AN ORDINANCE AMENDING TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING, STANDING AND PARKING OF VEHICLES, ARTICLE A, STANDARD PROVISIONS.

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 now desires to amend Chapter 2, Article A regarding the use of golf carts on the beaches of the Isle of Palms.

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 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING, STANDING AND PARKING OF VEHICLES, ARTICLE A, STANDARD PROVISIONS SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 8-2-19. – Golf carts.

Notwithstanding any other provision contained in this article to the contrary, golf carts are allowed to park along public beach accesses within areas designated by the City for such parking. In accordance with S.C. Code Section 43-33-25, persons in possession of a state permit for operation of that golf cart and a handicap placard for its use on the beach are allowed access to the beach. Both permit and placard must be displayed on the golf cart at all times during this particular use.

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.

First Reading

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: April 23, 2019

Second Reading: _____

Ratification: _____

ORDINANCE 2019-10

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020

WHEREAS, Subsection 3 of Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, requires that a municipal council shall act by ordinance to levy taxes and adopt a budget pursuant to public notice;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Isle of Palms, South Carolina, in council duly assembled, that the following provisions are hereby adopted and enacted:

Section 1. The prepared budget and estimated revenue for the payment of the same is hereby adopted and made a part hereof as if fully incorporated herein and a copy thereof dated _____, is attached hereto.

Section 2. The City Administrator shall administer the budget and may authorize the transfer of appropriated funds within departments as necessary to achieve the goals of the budget as established by City Council.

Section 3. If, for any reason, any sentence, clause or provision of this ordinance shall be declared invalid, such shall not affect the remaining portions thereof.

Section 4. This ordinance shall become effective immediately upon its ratification by City Council.

PASSED, APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF ISLE OF PALMS ON THIS ____ DAY OF ____ 2019.

Jimmy Carroll, Mayor

Seal

Marie B. Copeland, City Clerk

First Reading:
Public Hearing:
Second Reading:
Ratification: