

CITY COUNCIL

6:00 p.m., Tuesday, November 27, 2018
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 JOURNAL OF PREVIOUS MEETING**
Regular Meeting of October 23, 2018

3. **CITIZENS' COMMENTS**
Presentation of FY18 Audit by Chris Kerr and Justin Kiddy, McCay Kiddy LLC

5. **REPORTS FROM STANDING COMMITTEES**
 - A. **Ways and Means Committee**
 1. Consideration of the use of the metal detector with a trained attendant and the presence of an armed police officer for Ways and Means Committee meetings and City Council meetings with an estimated annual cost of \$3,500 (See General Fund, pg. 9, In 55 – General Government, Professional Services and pg. 12, In 70 – Police Department, Overtime Wages)
 2. Consideration of an expenditure in an amount not to exceed \$5,000 for a coyote study/count (See General Fund, pg. 12, In 94 – Police Department, Contracted Services, \$15,000)
 3. Consideration of an award of a contract to Thomas & Hutton in the amount of \$100,800 for Phase III Drainage Project (See pg. 23, In 54 – Capital Projects Fund, Public Works Drainage Contingency, Outfall Improvements, \$400,000)
 4. Consideration of approving the Engagement Letter from McCay Kiddy LLC in the amount of \$10,000 to perform certain accounting tasks with the marina tenants (See, Marina Fund, pg. 36, In 42 – Professional Services, CPA review of marina tenants financial statements, \$50,000)
 5. Consideration of the approval of a Proposal from Hill Construction in the amount of \$17,000 to perform a detailed assessment of the restaurant building at the marina (See, Marina Fund, pg. 36, In 42 – Professional Services, absorbed in remaining balance of \$51,500)
 6. Consideration of an approval for the marina manager to increase the non-resident annual launch passes to an amount not to exceed \$500
 7. Recommendations from the ATAX Committee
 - a. Consideration of an approval for a sponsorship for the 2019 Charleston Wine & Food in the amount of \$5,000
 - b. Consideration of an approval for a sponsorship for the 2019 Family Circle Junior Tennis Championship in the amount of \$5,000
 8. Consideration of appraisal report of 1100 Palm Boulevard and authorization for staff to finalize the transfer

 - B. **Public Safety Committee**
Approval of updated Statewide Mutual Aid Agreement

 - C. **Public Works Committee**
Approval of assignment of contract with Schupp Enterprises to JKG Enterprises

 - D. **Recreation Committee**

 - E. **Personnel Committee**
 1. Consideration of Longevity Increase Adjustment proposal

2. Consideration of proposed language changes to Title I Government and Administration, Chapter 4, Officers and Departments, Article B, City Administrator, Section 1-4-11, Office Established, Duties
3. Consideration of proposed language changes to Title 2, Public Safety, Chapter 1, Police Protection, Section 2-1-1 and 2-1-2

October Safety Sweepstakes Winners

Recreation Department – Weston Smith Police Department – Charles Forsythe
Fire Department – Brandon Crisp Public Works – George Myers

F. Real Property Committee

6. REPORTS FROM CITY OFFICERS, BOARDS AND COMMISSIONS

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

7. REPORTS FROM SPECIAL OR JOINT COMMITTEES – None

8. PETITIONS RECEIVED, REFERRED OR DISPOSED OF – None

9. BILLS ALREADY IN POSSESSION OF COUNCIL

10. INTRODUCTION OF NEW BILLS, RESOLUTIONS AND PROCLAMATIONS

Authorization of a Claim Deductible with the South Carolina Municipal Insurance and Risk Financing Fund

11. MISCELLANEOUS BUSINESS

Next Meeting Date – 6:00 p.m., Tuesday, January 22, 2018 in Council Chambers

12. EXECUTIVE SESSION in accordance with S.C. Code Section 30-4-70 (a)(2) to receive legal advice concerning violation of tree removal ordinance on property located at 408 Carolina Boulevard

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, October 23, 2018

The regular meeting of City Council was held at 6:00 p.m., Tuesday, July 23, 2018 in Council Chambers, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Moye, Rice, Smith and Ward, Mayor Carroll, Interim City Administrator Fragoso, Assistant Attorney Copeland, and City Clerk Copeland; a quorum 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. After a brief invocation and the Pledge of Allegiance, Clerk Copeland called the roll.

2. **Reading of the Journal of Previous Meetings**

MOTION: Councilmember Bell moved to approve the minutes of the regular meeting of September 25, 2018 and Special Meeting of October 8, 2018 as submitted; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments – None**

4. **Swearing-in of New Employee**

MOTION: Councilmember Ward moved to appoint Chris Bullock as a new firefighter for the City of Isle of Palms; Councilmember Buckhannon seconded and the motion PASSED UNANIMOUSLY.

5. **Reports from Standing Committees**

A. **Ways and Means Committee**

Reporting on the meeting of October 16, 2018, Councilmember Ward stated that General Fund Revenues were at thirteen percent (13%) of budget, which was normal for this period, and General Fund Expenditures were at twenty-three percent (23%) of budget, which was the same as in FY18. Total City Funds were approximately sixteen million dollars (\$16,000,000), with General Fund Cash at approximately two million three hundred thousand dollars (\$2,300,000) or twenty percent (20%) of the General Fund budget. The Beach Preservation Fee Fund mirrors the Municipal ATAX Fund, and both were running nine percent (9%) ahead of FY18. With only one (1) month of Local Options Sales Taxes, the fund was six percent (6%) higher than the same month in FY18. The schedule of parking revenue shows that collections continue to decline while the number of transactions increases; in comparison to FY18, parking revenue is down approximately one hundred seventeen thousand dollars (\$117,000) or seventeen percent (17%). Chair Ward stated that the City has not yet received the Engagement letter from McCay Kiddy for the agreed upon procedures for the tenants of the Isle of Palms Marina.

1. Authorization of a survey and appraisal of the structure at 1100 Palm Boulevard as defined by the physical foot print and 5 feet of steps in such a way that will allow for the conveyance of the property to the current owner to allow him to get a clear title

Councilmember Ward explained that, in May, the City was made aware that approximately one-third ($\frac{1}{3}$) of the structure located at 1100 Palm was encroaching into the right-of-way which belongs to the City, and the owner has asked for the City to convey that area to him so that he can get clear title to the property and sell it. At that time, the City did what it was legally required to do to get a quick claim deed from SCDOT and The Beach Company.

The Interim Administrator recalled that this item was discussed at the Ways and Means Committee meeting last week and unanimously approved. Since then, the City has received a request from the owner that, since he would be paying for the services, he should be allowed to select the surveyor, appraiser and the attorney to keep the expenses low.

Councilmember Kinghorn said that he was opposed to that proposal; City staff should make the decisions on whom to hire to conduct the appraisal and the owner will pay the bill.

According to Councilmember Bell, two (2) issues were discussed; they were that the expenses incurred up to this point related to getting clear title on 1100 Palm would be paid by the City and that the expenses incurred after October 16, 2018 would fall to the property owner. He indicated that the subject of the expenses to-date was not decided upon and still needs to be decided. Councilmember Bell voiced concern that the appraisal of the five hundred fifty square feet (550 sq. ft.) included in this motion will set the price for additional land should there be a subsequent request.

Mayor Carroll commented that the value at 1100 Palm was in the land, not in the structure.

MOTION: Mayor Carroll moved to authorize a survey and appraisal, at the owner's expense, for the portion of the property at 1100 Palm that encroaches into the right-of-way and the 5 feet of exterior stairs, as well as any legal expenses incurred; Councilmember Rice seconded.

AMENDMENT: Councilmember Bell offered an amendment for the City to choose the appraiser; Councilmember Rice seconded and the amendment PASSED UNANIMOUSLY.

VOTE on Amended Motion: The amended motion PASSED UNANIMOUSLY.

- 2. Award of a contract to South East Sports & Play in the amount of \$62,000 to replace the floor of the gymnasium, with offsetting PARD grant of \$13,000 (Capital Projects Fund, pg 23, In 62 – Recreation Department Maintenance - \$62,000 with \$13,000 offset of PARD grant)**

MOTION: Councilmember Kinghorn moved to award a contract to South East Sports and Play in the amount of \$62,000 as detailed above; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

- 3. Award of a 3-year rental contract to NOVAtime for a bio-metric time and attendance software and hardware with first year cost of \$14,694 (Capital Projects Fund, General Government, Capital Outlay, pg 22, In 27 - \$28,000)**

MOTION: Councilmember Ward moved to approve a 3-year rental contract with NOVAtime for time and attendance software and hardware with a first year cost of \$14,694; Councilmember Buckhannon seconded and the motion PASSED UNANIMOUSLY.

4. Consideration of change order from IPW Construction Group, LLC in the amount of \$51,450 for additional existing utility survey and location work for Phase II Drainage project. (Capital Projects Fund, Public Works, Capital Outlay, pg 23, In 53 - \$1,461,104 and Muni ATAX, Public Works, Capital Outlay, pg 25, In 120 - \$582,102)

5. Consideration of change order from IPW Construction Group, LLC in the amount of \$69,739.50 for required depth adjustments to the drainage line running down Palm Boulevard to the pond within Wild Dunes, and to the lines on 46th, 49th, 51st and 52nd Avenues for Phase II Drainage project (Capital Projects Fund, Public Works, Capital Outlay, pg 23, In 53 - \$1,461,104 and Muni ATAX, Public Works, Capital Outlay, pg 25, In 120 - \$582,102)

MOTION: Councilmember Rice moved to approve Change Order #5 and #6 to IPW Construction to locate conflicting utility lines and to install drainage pipes below them in the amount of \$51,450 and \$69,739.50 respectively; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

The next Ways and Means Committee meeting will be at 5:00 p.m., Tuesday, November 27, 2018 in Council Chambers.

B. Public Safety Committee

Councilmember Smith, reporting on the Public Safety Committee meeting of October 1, 2018, stated that the City was asked to award City-sponsored event status to filming on the beach on October 13th for a portion of a National Geographic series the will include the HL Hunley; Council approved the event status in a Special Meeting on October 8th. Since the Agenda listed an item about golf carts being on the beach after transporting the handicapped there, Katrina Limbach of Duck Lane stated that her company IOP Beach Chair and Bike Company rents beach wheelchairs but they were typically sold out during the season. She noted that many beach communities offer beach wheelchairs for the use of their residents and visitors. Jim Raih, 3906 Cameron Boulevard, thanked the City personnel for marking the handicap parking spaces at 21st and Palm earlier in the day and expressed support for allowing golf carts on the beach; he also mentioned the proposed dog ordinance changes and parallel parking on Palm Boulevard. Sally Wiseman of Duck Lane, a member of the IOP Coyote Coalition, commented about the increased number of coyote sightings and praised Animal Control Officer Enourato for his professionalism, responsiveness and open-mindedness. Interim Chief Usry reported that the Animal Control Officer would be setting eight (8) soft-leg traps and some of the Collarum traps; officers were also following up on the sightings in the 600 block of Palm Boulevard. On the matter of allowing golf carts on the beach for the handicapped, the Committee discussed the regulations in-place on Sullivan's Island, as well as the difference in the beach topography between Sullivan's Island and

the Isle of Palms. Interim Administrator Fragoso suggested that, in the next budget cycle, the City might consider entering into an agreement with the IOP Beach Chair and Bike Company whereby the City could provide a handicap wheelchair to people and absorb the rental costs or buy one or two (1 – 2) beach wheelchairs. As directed by City Council at its September meeting, Ordinance 2018-16 was sent back to the Public Safety Committee Chair where Smith offered four (4) amendments to the dog ordinance. The amendments were to add language to the City's ordinances to require that all dogs to have current rabies inoculations, to require only dogs off-leash to have proof of rabies inoculation, to have dog registration voluntary and to switch from the metal tags to colored collars. Since none of the amendments moved forward, the changes to the dog ordinance are again before Council for First Reading in the same form as last month and with no recommendation from the Public Safety Committee. Interim Administrator Fragoso reported that the City and the COG hosted a meeting on September 19th and invited the businesses on the island to participate; the purpose of the meeting was to gauge interest in the business community for a shuttle service between Mount Pleasant and the island. She was optimistic about having a plan in place for the next beach season. The Committee discussed extending paid parking beyond Front Beach and considered the reasoning for not including in the parking management plan adopted. Interim Chief Usry was asked to get confirmation from SCDOT that they would not approve pay-to-park on Palm, for instance, unless the area was paved and parking spaced delineated. The Committee was looking forward to receiving the statistical data from Stantec relative to the impact on parking of the changes enacted earlier in the year, i.e., parallel parking on both sides of Palm and resident only parking on 41st Avenue. The two (2) chiefs and the Interim City Administrator received very positive comments from Committee members about the City's response to the threat from Hurricane Florence. Interim Administrator Fragoso explained the City's policy on sandbags.

The next meeting of the Public Safety Committee will be at 5:00 p.m., Monday, November 5, 2018 in the Conference Room.

MOTION: Councilmember Ward moved to re-order the Agenda to address Item 10, the First Reading of Ordinance 2018-16; Councilmember Smith seconded and the motion PASSED UNANIMOUSLY.

10. Introduction of New Bills, Resolutions and Proclamations

First Reading of Ordinance 2018-16 – An Ordinance Amending Title 6, Health and Sanitation, Chapter 2, Animals, Article B: Dogs, of the City of Isle of Palms Code of Ordinances, to Require All Dogs, Resident and Non-resident, to Have a Written Permit from the City and Tag at a Cost of \$5 for Residents and \$10 for Non-residents to serve as Proof of Rabies Inoculation and to Adopt Language in the Ordinance to Require Proof of Current Rabies Inoculation.

MOTION: Councilmember Smith moved to approve Ordinance 2018-16 for First Reading; Councilmember Rice seconded.

Councilmember Smith said that she could not support this ordinance in its current form; she was opposed to requiring that all dogs, resident and non-resident, get a permit and tag from the City. She indicated that she did favor adding language to the ordinance to require proof of current rabies inoculation enabling the Animal Control Officer to issue a ticket to any dog owner who does not have the proof.

Councilmember Buckhannon noted that, in the event of a dog bite, an incident report would be written that would allow any sworn officer to follow-up and to write a citation based on State law. He opined that the language could be added to the Code giving the Animal Control Officer the authority to write a ticket when he finds a dog without a license or a dog owner without proof of current rabies inoculation for his pet.

Councilmember Bell agreed that something must be done to tighten up the dog ordinance, but this discourse has become so convoluted that it does not address the issues for which it was intended.

VOTE: The motion FAILED UNANIMOUSLY on a vote of 0 to 9.

Councilmember Buckhannon was not convinced that SCDOT would require paving an area before it would allow paid parking, but he noted that, adding pavement would exacerbate drainage problems forcing the State to upgrade the City's drainage infrastructure.

If paving was required, Councilmember Kinghorn recommended that the City apply for a barrier island exemption.

C. Public Works Committee

Reporting on the meeting of October 4th, Councilmember Rice summarized the monthly report noting that garbage was flat year over year, but that debris was down substantially due to the closings of facilities in anticipation of Hurricane Florence. Progress continues on the Phase II Drainage Project; the current completion date is mid-December. "Drainage projects are complicated and have an element of unpredictability . . . [The residents] need to remain committed to the cause of improving drainage and each phase [the City] can accomplish is going to greatly improve [residents] quality of life." The canopy is up at the fueling station at Public Works, the tanks are full and the City is waiting for testing by DHEC before making them operational. In a general discussion of drainage, the Committee agreed that many residents do not understand the value of an open drainage ditch; the Committee agreed that a public education program was needed. In discussion the drainage issues at 267 Forest Trail, Director Pitts stated that the two (2) new homes "will mean more water in an area that cannot take any more water." Currently this area cannot be tied in to an existing outfall; he opined that an engineer was needed to determine where an outfall for this area should be located. The Interim Administrator informed the Committee that she has contacted the manufacturer of the trashcans with lids to request a few to test over the winter months, but she has not received a return call. Councilmember Rice reported that the County was working with Mr. Burke at 32 Thirty-Second Avenue and progress was being made. Leading up to Florence, Councilmember Rice noticed a large number of port-a-lets on the island that were unsecured, and the Committee discussed what options were open to the City to change that situation. One (1) conclusion was that the Building Department would add the portable restrooms to their checklist for contractors who would be told to have them emptied and locked prior to the storm and to secure them, possibly inside a dumpster or to a tree. During discussions of the City's response to the threat of Hurricane Florence, the Interim Administrator stated that a challenge staff had prepared for was the single source for fuel on the island; the gas station across from City Hall ran out of gas on Tuesday and shutdown. Councilmember Rice thanked Brian Berrigan for keeping the marina store open and allowing City vehicles to refuel there. The meeting concluded with a discussion of expanding the plastics ban to include straws and Styrofoam; both Sullivan's Island and Mount Pleasant were in the process of banning these

two (2) products. She asked that Councilmembers contact her with their opinions about amending the City ordinance against the distribution of single-use plastic bags.

The next Public Works Committee meeting has been scheduled for 9:00 a.m., Thursday, November 8, 2018 in the Conference Room.

D. Recreation Committee

From the meeting of October 9th, Councilmember Buckhannon stated that soccer season was in full swing with one hundred eighty-four (184) children participating. The IOP Community Wellness Fair was quite successful; approximately seventy (70) City employees participated, and East Cooper reported that they did sixty (60) cholesterol screenings. The IOP Connector Run and Walk for the Child was held on Saturday, October 6th with more than eight hundred (800) participants. Ghostly Tide Tales was held on Friday, October 19th at the end of the 25th Avenue beach access. Upcoming events included Pumpkin Painting will be Friday, October 26th, and the Halloween Carnival will be on Wednesday, October 31st. The 7th Annual Holiday Street Festival will be held on Saturday, December 1st from 2:00 p.m. til 7:00 p.m. at Front Beach; music for the event will be provided by the Shem Creek Boogie Band and the Blackwater Rhythm and Blues Band. Attendance at the Rec Center on Sundays has started out slow, but the numbers are expected to increase as the work gets around that it is open. The Committee agreed with the Director's recommendation to award the contract for RFB 2018-04 – the Removal and Replacement of the Gymnasium Floor to South East Sports and Play in the amount of sixty-two thousand dollars (\$62,000). The two (2) bids the City received for RFP 2018-03 – the Removal and Replacement of two (2) Tennis Courts were significantly more than the amount budgeted. After discussion, the Committee agreed that the scope of work has changed; therefore, the City must issue another RFP for the repair of the tennis courts and to reserve funds for the next four or five (4 – 5) years to be able to replace them. The Committee picked up the discussion of allowing surfing lessons from the beach; the Committee charged staff with preparing a franchise agreement and drafting the necessary ordinance changes. Before an RFP can be advertised, Council has many decisions to make starting with whether or not they want to do it; since a franchise agreement would give the City a good deal of control over where, when and how the lessons would occur, more discussion was needed. Director Page said that she would gather information and pricing to be able to offer free Wi-Fi inside the Rec Center and on the grounds. The Director was also asked to investigate a means to provide additional shaded area at the playground.

The Committee will hold its next meeting at 5:00 p.m., Tuesday, November 13th in the City Hall Conference Room.

E. Personnel Committee

Councilmember Ferencz stated that the Committee had met with the new applicants for boards and commissions during the first week of October; they will now join the pool of candidates for appointments that will begin serving January 1, 2019.

Before delivering the Committee report, Councilmember Ferencz thanked Human Resources Officer DeGroot and the Interim City Administrator for the excellent work they did for the First Annual Employee Appreciation and Recognition Day held the previous Friday. The Councilmember described it as “a glowing success;” the food was wonderful, the service was welcomed and the employee comradery was great to see. The milestones acknowledged were:

5 years of service	Christopher Fassos Jon Sezginalp Kenneth Carroll Dylan Reynolds Amanda Postell
15 years of service	Jamey Meekiins Sharon Baldrick Tracy Waldron James Giddens
20 years of service	David Micalizzi Douglas Kerr
More than 30 years	Ann Graham – 33 years Joseph Washington – 38 years

Rather than make arbitrary selections of gifts for those recognized, they were given a small catalog of items from which to choose, making each gift unique. Every employee was given a small gift; some received a travel mug with its own leather case and others received water bottles. The announcement has already been made that the City will hold a Second Annual Celebration of its employees in 2019.

The Personnel Committee received an update on the searches for the City Administrator, Chief of Police and Assistant Public Works Director. Councilmember Ferencz stated that the City has experienced a couple of delays with The Mercer Group, but the Committee was working diligently to get the narratives for the brochures back to them so that the visuals can be added and distribution can begin. She said that the Committee was trying to have a brochure that would not only illustrate the Isle of Palms as a place to work, but also as “a fabulous place to work.” She indicated that the Committee was being very particular about the brochure to ensure that it attracts the caliber of quality candidates the City would want to hire. The Committee continues to work on a policy to reward employees who have reached the top of their pay scale and who, despite a favorable evaluation, do not receive a wage adjustment. The Committee also voted unanimously to recommend to Council to approve the revised employee handbook, which was included in the meeting packet. She cited the following as major changes that are included:

- A workplace violence statement was added, stating that the City sets a standard of zero tolerance for workplace violence, bullying and harassment by employees and citizens.
- The City will not tolerate retaliation against an employee who brings a complaint of violence or threatening behavior.
- A section was added to establish regulations on when an employee would be allowed to bid on public auction for the sale of City personal or surplus property.
- The revision tightens the language regulating the use of compensatory time by exempt employees.
- The Safety Sweepstakes has been eliminated and those funds will be used for more risk management and employee training.
- The list of holidays was updated to include the two (2) holidays, Presidents’ Day and Veterans Day, added in recent years.
- The revision also includes a bereavement leave policy, stating that the City will pay up to 5 days in the event of the death of an immediate family member; immediate family is defined as a spouse, parent, child, grandparent, grandchild, brother, sister, parent-in-law, brother and sister-in-law.

- To comply with new federal and state legislation, a pregnancy accommodations statement was added that adheres to the Pregnancy Discrimination Acts, the Affordable Care Act and FMLA policy against discrimination of medical need arising from pregnancy and childbirth.

Councilmember Ferencz thanked Human Resource Officer DeGroot and Interim Administrator Fragoso as well as department managers for their efforts toward this revision.

MOTION: Councilmember Ferencz moved for the adoption of the revision of the Employee Handbook as submitted; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

Under New Business, the Committee began a discussion of the role of the City Administrator as defined in the IOP Code of Ordinances; they will be looking for consistency of language and consistency with other municipalities. The last item of business was the biometric time and attendance software and hardware that received final approval earlier in this meeting.

Safety Sweepstakes winners were Nicole Morris from the Building Department, Battalion Chief James Giddens from the Fire Department, Pfc. Thomas Molino from the Police Department and Tony Sease from the Public Works Department.

Current vacancies include the Chief of Police and one (1) sworn officer; Assistant Public Works Director of Maintenance and Facilities, and a City Administrator.

The next Personnel Committee meeting will be at 5:00 p.m., Thursday, November 1st in the Conference Room.

F. Real Property Committee

Reporting on the Real Property Committee meeting of October 3rd, Councilmember Bell stated that Carla Pope of Morgan Creek Grill clarified the term of the lease extension they were seeking was fifteen (15) years, not thirty-three (33) years. She also informed the Committee that she has reached out to Melissa Kiddy to set a date for her to review the restaurant's financial records.

Brian Berrigan, the Marina Manager, apologized to the Committee that he had not initially opened an attachment to an e-mail requesting that he provide some additional data until yesterday; he assured the Committee that they would have the information before the next meeting.

Councilmember Bell stated that the Committee had discussed 1100 Palm, and the process was ongoing as noted earlier in this meeting. The Committee received an update on unlicensed businesses operating out of the marina; these are commercial entities that are using the IOP Marina to operate a commercial business. Currently these businesses are not bound to the same insurance requirements as other marina tenants; the Committee's intention is to have the City named as an "also insured" so that the City has equal protection with any business operating at the marina. Interim Administrator Fragoso continues to work with the marina tenants to get copies of certain documents; she noted that she has received the information from all of the marina tenants. The Committee was looking at ways to optimize the municipal parking lot on Pavilion Drive; he would like to get input from members of Council and anyone on the island who might have a viable option. The Committee discussed the engagement letter from McCay Kiddy that will define the scope of work with the marina tenants and their financial documents. He noted

that the Committee interviewed the three (3) respondents to the design/build RFQ for the Public Safety Building; two (2) of them stood out. i.e., Hill Construction and Trident Construction. Staff is working with each of them to secure their bids so that work can begin. Councilmember Bell reminded Council that they do not know the full extent of the damages to the building; once the bids are in, they will go before the Ways and Means Committee and will be an item in the FY20 budget since the project will likely run more than a year. Although the current restaurant lease will not expire until October 2020, the City needs a well-documented process about how the City will go about this with a sense of expediency since the current tenant is being asked to maintain their lease terms and to keep up the property for the two (2) years remaining on the lease. He acknowledged that the restaurant was an aging building, and the City was obligated to spend money on this building. The Interim Administrator said that the first things to be done were to get an appraisal and to have the building thoroughly inspected to determine its condition.

The Real Property Committee will hold its next meeting at 4:00 p.m., Wednesday, November 7th in the Conference Room.

Councilmember Kinghorn asked Councilmember Bell what he thought about what could the large municipal lot could be used for during the four (4) winter months. He would like to send out a request for information or any plans a commercial developer might have; he opined that soliciting for information was not harmful and going through them to determine if any were worth pursuing.

Councilmember Kinghorn commented that, for the four (4) months the lot sits idle, it is a dust bowl and unattractive, an eyesore. Being a block and a half from the beach, the property must be valuable; he thought the City should make it an asset the City could use and an asset to Front Beach businesses. He noted that the Procurement Code allows a Request for Information in which the City could define its needs; the second option would be to hire a consultant who does land use planning to make recommendations to the City.

Councilmember Ward asked that the City Attorney look at the referendum question from 1987 to learn if the land could be used for commercial development.

When Councilmember Rice asked where the City was in the design/build project for the Public Safety Building, Interim Administrator Fragoso stated that the City issued a Request for Qualifications (RFQ), and three (3) firms responded. The Real Property Committee reduced the number to two (2); based on the process defined in the RFQ, staff was drawing up a Request for Proposal (RFP) that will be open exclusively to the two (2) companies selected, Hill Construction and Trident Construction. The Committee will review the proposals and make a recommendation to the Ways and Means Committee.

6. Reports from City Officers, Boards and Commissions

- A. Accommodations Tax Advisory Committee** – no meeting in October
- B. Board of Zoning Appeals** – minutes attached
- C. Planning Commission** – minutes attached
 - 1. Update on Drainage Outfall Project

Director Kerr foreshadowed that the Public Works Committee will receive several items from the Planning Commission in November. The first of those items will be the recommendation for the design, engineering and project oversight for the drainage outfalls project at 31st, 36th and 41st Avenues; for the Request for Proposals, the City received two (2) proposals from qualified companies. The Planning Commission reviewed the proposals and interviewed both companies, and they will be making their recommendation to enter into a contract with Thomas and Hutton

Engineering. Their proposal had eight (8) tasks from the most basic of surveying the existing outfalls and through project oversight and completion. They are recommending that the City engage their services for the first phase of work which would begin with conceptual surveying and would be concluded with two or three (2 – 3) different concepts on how to deal with the three (3) outfalls accompanied by cost estimates for each

Once City Council makes its decision on which proposal to accept as the best for the community, Phase 2 would begin. This will be when design work would begin along with permitting.

He asked that the members of the Public Works Committee to study the Thomas and Hutton proposal since they will be asked to adopt the Planning Commission's recommendation. Director Kerr stated that, at the end of the project, it will be a great benefit to people served by those outfalls.

2. Update on Memorandum of Understanding with the IOP Water and Sewer Commission

Director Kerr stated that Linda Tucker had been working on this task in tandem with the Water and Sewer Commission as they update their sewer master plan which is nearing completion. With the updated master plan, new costs for making sewer available to every residence on the island, and the work on the update must be completed before the Memorandum of Understanding can be "flushed out."

Director Kerr confirmed that this project is the one the City decided to share the cost with the Water and Sewer Commission.

Interim Administrator Fragoso told the Committee that the City's attorney has reviewed the first draft of the Memorandum of Understanding.

7. **Reports from Special or Joint Committees – None**
8. **Petitions Received, Referred or Disposed of – None**
9. **Bills Already in Possession of Council**

Second Reading of ordinance 2018-1 AN ORDINANCE AMENDING TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING, STANDING, AND PARKING OF VEHICLES, ARTICLE B: RESIDENT PARKING DISTRICTS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO CHANGE VISITOR DAILY PARKING PASSES TO ANNUAL, MULTI-USE PASSES BY ELIMINATING THE EXPIRATION AND TAG NUMBER AND LINKING THE NUMBER ON THE PASS BOOKLET TO THE ADDRESS TO WHICH ASSIGNED AND TO AMEND THE PARKING ORDINANCE TO ALLOW 2 FREE VISITOR PASS BOOKLETS PER HOUSEHOLD PER YEAR.

MOTION: Councilmember Ward moved to approve Ordinance 2018-17 for Second Reading and to waive the reading; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

10. **Introduction of New Bills, Resolutions and Proclamations**

Ordinance 2018-16 failed earlier in the meeting.

11. Miscellaneous Business – None

Next meeting will be at 6:00 p.m., Tuesday, November 27, 2018 in Council Chambers

12. Executive Session – not needed

13. Conclusion/Adjournment

MOTION: Councilmember Buckhannon moved to adjourn at 7:20 p.m.; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

PUBLIC SAFETY COMMITTEE
5:00 p.m., Monday, November 5, 2018

The regular meeting of the Public Safety Committee was held at 5:00 p.m., Monday, November 5, 2018 in the City Hall Conferenced Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell and Ward, Chair Smith, Interim City Administrator Fragoso, Interim Police Chief Usry, Fire Chief Graham and Clerk Copeland; a quorum 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 Bell moved to approve the minutes of the regular meeting of October 1, 2018 as submitted; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments – None**

MOTION: Chair Smith moved to re-order the Agenda to move New Business Item A to be the first item of business; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

5. **New Business**

A. **Discussion of proposed cancer benefit bike ride "LOWVELO" on November 2, 2019 to support MUSC's Hollings Cancer Center**

Dr. Gustavo Leone, Director of the Hollings Cancer Center and Dean of Oncology, introduced his entourage as Janet Bolin, Executive Director of this fundraising event, Chris Aronhalt and Jeff Corvett with Medalist Sports who will manage the operations surrounding the event.

Dr. Leone was very enthusiastic about this fundraising event that will encompass an entire weekend with rides of twenty-five (25), fifty (50) and one hundred (100) miles; this ride will be one (1) of seventy (70) across the nation that are designated by the National Cancer Institute. The Hollings Cancer Center is ranked number twenty-four (24) in the nation for its cancer clinical care. He informed the Committee about the work done at the Hollings Cancer Center, and their goal of establishing additional research centers throughout the state.

Chris Aronhalt stated that their role is to ensure the safety of the riders in the event; they want to limit the impact to the local communities as much as possible. He noted that it would be "a rules of the road" ride; they will not be asking to close any roads on the island. Riders will be asked to stay in bike lanes or on the shoulder of the roads. He has not finalized the route because they continued to finalize participation from the local municipalities they would ride through; they wanted the ride to showcase Charleston and the coastal area. Maps have two (2) different scenarios based on where the start-line is located. They expect one hundred or two hundred (100 – 200) riders for the one hundred (100) mile distance, and their travel over the Isle of Palms will likely take one to two (1 – 2) hours.

Councilmember Ward noted that the City gets so many requests from well-deserving non-profits and it cannot grant every one; therefore, he was interested in hearing what the Chiefs had to say about this event. Chief Graham voiced no concerns, and Interim Chief Usry stated that it would depend on the start and how many riders would be here; her only point of concern was the light at the foot of the Connector.

MOTION: Councilmember Ward moved for the City's Chief of Police and Interim Police Chief to meet with the ride organizers to work out logistics and to make a recommendation to the Committee; Chair Smith seconded.

4. Old Business

A. Discussion of parking and traffic issues

- Review of Stantec work product and impact of recent changes to parking

MOTION: Chair Smith moved to suspend the rules to invite Stewart and Rick Day of Stantec to join the members for discussion; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

Interim Administrator introduced Rick Day and Stuart Day from STANTEC. She stated that Rick has worked with the City as the City's traffic engineer since the inception of the needed for a managed beach parking plan and that Stuart had come on-board with the changes to the plan in January, 2018. The most recent contract with Stantec was to update the sign plan based on the recent changes and to look at the impact of the changes to the number of parking spaces on Palm Boulevard between 21st and 40th Avenues by going to parallel parking and prohibiting double parking.

Stuart Day explained that they laid out all of the possible parking spaces in that stretch of Palm Boulevard taking note of driveways, trees, fire hydrants, etc. and counted four hundred thirty (430) perpendicular spaces.

Chair Smith noted that this number is far greater than the number required by the Comprehensive Beach Plan; they then looked at the area with parallel parking in mind and counted three hundred fifty-six (356) spaces. This is a reduction of seventy-four (74) spaces.

Stuart Day explained that the DHEC OCRM Public Beach Access Facility Classifications are determined by the amenities available at the beach access point. In that table, the lowest level of beach coverage is the public beach access point which is defined as one-eighth (1/8) of a mile on either side of the beach access; this classification calls for a trash receptacle, an improved surface access, signage and on-street parking for six (6) vehicles. A local public access covers a quarter (1/4) mile of the beach on either side of the beach access point; its requirements are the same as the previous classification but with on-street parking for ten (10) vehicles within five hundred feet (500 ft.) of the beach access. The bulk of that parking in this category is on Palm Boulevard. The next is a regional public access park which includes showers, lifeguards, concessions, handicap access and parking for up to one hundred fifty (150) vehicles which are found at Front Beach with the municipal parking lots and in the County Park. The graphic shows how the parking accommodates the beach coverage. Mr. Day noted that the Comprehensive Beach Maintenance Plan does not include the public parking area at Breach Inlet that provides approximately ten (10) parking spaces which would cover the quarter (1/4) mile at that end of the island. Since that parking area was not in the Comprehensive Beach Plan, it was not shown in the graphic. The graph provided shows the public access parking needed to meet the State's full

and complete beach access definition versus the parking currently provided, and it demonstrates how much more parking is being provided against what is required.

The Interim Administrator stated that Council's intent was to control traffic and ensure public safety, and she thought that a public safety argument could be made to reduce the amount of parking availability and still meet the requirements of the Beach Management Act – the question is how to best accomplish that.

Councilmember Bell, speaking as one (1) voice of Council, stated that the island was overcrowded in season and has issues to address, and, therefore, he did not agree with the statement that Council would not want to reduce some of the parking. He noted that "heavily, heavily congested" areas carry the majority of the burden for the island, in his opinion, the area between 21st and 40th was "out of control." He was an advocate for reducing the parking on the island, but he opined that should be a full Council discussion. He did not think a reduction to the minimum required by the Beach Management Act, but he stated that the island "has a day-tripping problem and the ensuing public safety issues." He was surprised that the change to parallel parking only produced a twenty percent (20%) reduction; he had anticipated a reduction of thirty to forty percent (30% – 40%). He added that the reduction of seventy-four (74) spaces did not take into consideration that people parallel park two and three (2 – 3) deep on the ocean side of Palm where space allows.

Chair Smith stated that the information provided by Stantec was valuable, and it clearly showed that the City was providing considerably more parking than it was required to provide; the information showed that the City could eliminate one hundred (100) spaces and still provide more than double the amount of required parking. She opined that the Committee would have to go through the 2019 beach season to learn the real impact of parallel parking on both sides of Palm Boulevard between 21st and 40th Avenues.

Councilmember Bell stated that the numbers provided by Stantec provide Council with a baseline, and, with the coming new year, he thought the City needed to define its goal(s) relative to parking. He inquired about the number of parking spaces in the County Park, because with those spaces included, the number between 10th and 21st are skewed, and the spaces in the small lot at Breach Inlet need to be added in.

Between 21st and 40th Avenues, Councilmember Bell identified two (2) issues, safety and density, that when addressed will not produce the same answers. In the area of safety, he would turn to the two (2) Chiefs to make recommendations or to identify the problem areas. Parallel parking will generate its own set of problems, for example more people making u-turns on Palm Boulevard, drawing people into the neighborhoods as they try to turn around, etc. One (1) discussion the Committee could look at both to reduce parking and maintain the regulatory requirements would be to limit parking on Palm to one (1) side of the street in areas with the densest parking.

Interim Administrator Fragoso informed the Committee that she has requested a meeting with the SCDOT District Manager, along with Chief Graham and Interim Chief Usry, to discuss with the SCDOT team several alternatives for parking to get a feeling for SCDOT's response to them.

The Interim Administrator noted that Stantec has completed its work under its existing contract, and, if the Committee wants them do additional work and if money is available in the budget, a change order could be made to this contract.

B. Update on coyote activities

To correct the record, the Interim Administrator reported on the wrong amount of money that had been spent year-to-date relative to coyotes, the correct amount is eleven hundred eighty-nine dollars (\$1,189) and not thirteen thousand dollars (\$13,000) as reported during the previous committee meeting.

Interim Chief Usry reported that, in October, six (6) soft-leg traps and one (1) Collarum trap were set in the marsh area along the sixth fairway on the Harbor Course, and they ensnared five (5) raccoons. In the period that the City has been trapping the coyotes, they have trapped five (5) and three (3) were killed by automobiles. In addition, field cameras have been deployed near the 8th tee box on the Harbor Course based on sightings in that area, and additional cameras have been deployed at the rear of 5845 Back Bay Drive and at the end of Dune Ridge Lane. She remarked that the mating season for the coyotes was beginning and suggested that members of the Committee look at betteriop.com where they have been tracking data, some of which the Interim Chief had not seen before. In a conversation with the Coyote Coalition, the Interim Chief stated that the two (2) groups will be sharing data in the future and the Police Department will be using their map for hotspots of coyote activity.

Interim Chief Usry stated that she had talked with the trapper who had trapped for Mount Pleasant and reportedly been so successful. She learned that he is much more expensive and was not as successful as she had been led to believe. He stated that he would be very limited on the island since he would not be allowed to set traps for the City on private property, and the City has a limited amount of property under its control.

Responding to Councilmember Bell, the Interim Chief reported that Wild Dunes is no longer trapping but they are allowing the City to set some traps there.

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Councilmember Bell reported on discussions he has had with Dave Kynoski of the Wild Dunes Community Association (WDCA) that he has never broached the subject of hunting to the WDCA board who would make such a decision. The Councilmember repeated his belief about coyotes on the island that "the City would never trap its way out of the coyote problem," and he still supported the idea of a well-managed and well-controlled coyote hunt on the island.

Given the correction to the amount of funds spent year-to-date on coyote trapping, the Chair suggested that funds existed to pay for a coyote study to get an idea of the number of coyotes on the island. She again recalled that, in budget planning, spending approximately three thousand dollars (\$3,000) for a coyote study was discussed.

Councilmember Bell opined that the City could get such a study done free of charge by one (1) of the local colleges, and he asked why the City would want to do a study and what was the City going to do with the information gathered. Until the City has a plan to use the data, he would not support a coyote study as an unwarranted spending of taxpayer funds.

Councilmember Ward stated that every line in the budget has a description of the use(s) of the funds, and, if a coyote study was not detailed in the budget, funds were not allocated for it.

Interim Administrator Fragoso noted that the quotes she received from Dr. Kilgo earlier in the year were estimates only.

MOTION: Chair Smith moved to spend up to \$5,000 to fund a coyote study to get a count of the number of coyotes on the island; Councilmember Bell seconded.

Chair Smith asked the Interim Administrator to contact the biology departments at the local colleges to find out if they were interested in doing a coyote study on the Isle of Palms without being paid to do so.

VOTE: The motion PASSED on a vote of 2 to 1 with Councilmember Ward casting the dissenting vote.

C. Update on IOP public transit initiative

Interim Administrator Fragoso reported that the Council of Governments (COG) continues analyzing the responses to the stakeholder survey that was distributed at the September meeting and put on the website for those invited who were unable to attend. To-date the COG has received seventeen (17) responses to the survey which have been interpreted as ongoing interest in the possibilities for their employees; the COG is confident that they can have a pilot program running for the 2019 beach season. The biggest obstacle to-date has been finding a location in Mount Pleasant for a park-n-ride program; she plans to speak with her counterpart in Mount Pleasant to ask him to join the discussions between the COG and IOP in hope of identifying a location.

Councilmember Ward reported that, when the CARTA board met last week, the subject of a park-n-ride was not discussed.

D. Discussion of expenses related to the use of the metal detector, police officer attendance at Ways and Means Committee and City Council meetings

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Although this topic was overlooked for discussion at the October meeting, the direction from City Council had been to delve into the expenses associated with paying a trained attendant to wand people as they enter and paying an off-duty police officer at his/her overtime rate to be present at the meetings. The firm paying the attendant would be paid two hundred dollars (\$200) per meeting for a minimum of four (4) hours, and, according to the Interim Chief's calculations, the expense to the Police Department would be approximately three thousand ninety-five dollars (\$3,095) annually in overtime that could be absorbed in the FY19 budget.

Having been the member of Council who initiated this discourse, Councilmember Bell stated that "an armed officer is great after the first shot is fired;" he added that the only way to stop that first shot from being fired was preventing them from getting into the facility. He expressed pride in his fellow Councilmembers for going through the Police Department's "Active Shooter" training and noted that more incidents have occurred since this discussion began. He also stated that he looked forward to a discussion by the full Council led by Interim Chief Usry.

The Interim Chief expressed that she was glad to see Council move in this direction; she did not want something to happen and look back saying that Council had talked about providing protection for themselves and the public but took no action. She told the Committee that officers were seeing more and more guns on the island as well as vehicles stolen with guns in them.

The Interim Administrator commented that state law prohibits firearms in public buildings, and it has several requirements the City must meet related to proper signage. She stated that the

recommendation from staff was to proceed with the use of the metal detector with an attendant and the presence of an armed police officer at all Ways and Means and City Council meetings.

Based on earlier comments from the Interim Chief, Councilmember Ward said that he would like to see her sit at the back of Council Chambers for these meetings.

The Interim Chief remarked that, with an armed officer in attendance, she would be comfortable sitting anywhere on the room.

MOTION: Councilmember Ward moved to approve using the metal detector with a trained attendant and having an armed police officer at future Ways and Means and City Council meetings; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

5. New Business

A. This item was addressed earlier in the meeting.

B. Consideration of an update to the Statewide Mutual Aid Agreement

According to the Interim Administrator, the City has been a signatory to the Statewide Mutual Aid Agreement for several years, and what was before the Committee was an update to that document. The change requires each participant to notify its insurance carrier of the agreement and for the insurance provider to approve the City's participation in it. In addition, the insurance provider shall provide a letter to the insured stating that it authorizes the participant to provide and receive assistance under the terms of the Mutual Aid Agreement and indicate that no lapse in insurance coverage shall occur for employees, vehicles or liability.

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Chief Graham informed the Committee that the agreement originated in 2000 and that the City became a signatory early-on; apparently this change occurred in 2017, but it appears that an email may have been over-looked at that time. The Mutual Aid Agreement applies primarily to fire assistance, and it allows the City to provide or receive assistance from all local governments in the state; currently the City has individual Mutual Aid Agreements with Sullivan's Island and Charleston County, which is a county-wide agreement. The City has received the required letter from its insurance provider.

MOTION: Councilmember Bell moved to recommend to City Council the approval of the updated Statewide Mutual Aid Agreement; Chair Smith seconded and the motion PASSED UNANIMOUSLY.

C. Update on Waterway multi-use path improvement project

Interim Administrator Fragoso reminded the Committee that the FY19 budget has set aside twenty-five thousand dollars (\$25,000) in Municipal Accommodations Taxes for design and engineering of improvements to the Waterway Boulevard multi-use path between 21st and 41st Avenues. She reported that she invited the engineer who oversaw the 28th Avenue sidewalk project to join her for a look at the multi-use path and to advise if Charleston County's engineering department would be able to do that work for the City; she also opined that Charleston County may do the work at a lower cost to the City than a private firm. The engineer stated that Charleston County might be able to do the work, and she would meet with the lead engineer about it and would get back to the Interim Administrator.

On the possibility that Charleston County could not do the work, she has begun to work on an RFP for the design and engineering for the project.

Interim Administrator Fragoso stated that, with plans in-hand, the improvements to the multi-use path on Waterway might sway the TST or CTC Committees to provide grant funds to cover the cost of construction and accomplish the improvements.

Councilmember Bell asked if the City could use additional MUNI ATAX funds for the construction of the enhancements if the project did not receive funds from the County, he was told that it would be an acceptable use.

6. Departmental Reports

The reports were not complete at the time of the meeting, but they will be posted to the website when they are.

7. Miscellaneous Business

Next Meeting Date. Although the Committee did not set a date for a January 2019 meeting, it did agree to continue meeting on the first Monday of the month and to meet at 10:00 a.m.

8. Executive Session – not necessary

9. Adjournment

MOTION: Councilmember Bell moved to adjourn the meeting at 6:52 p.m.; Councilmember Bell seconded, and the motion PASSED UNANIMOUSLY.

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Respectfully submitted:

Marie Copeland
City Clerk

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as “SCEMD”). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. SCEMD - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. DISASTER - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. PARTICIPATING GOVERNMENT - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. WORK OR WORK-RELATED PERIOD - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____

Date: _____

Signature

Printed Name

Its: _____

Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____

Date: _____

Signature

Printed Name

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
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2. Availability of additional resources:

3. Time limitations, if any:

PUBLIC WORKS COMMITTEE
9:00 a.m., Thursday, November 8, 2018

The regular meeting of the Public Works Committee was held at 9:00 a.m., Thursday, November 8, 2018 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Buckhannon and Chair Rice, Interim Administrator Fragoso, Public Works Director Pitts, and Clerk Copeland; a quorum was present to conduct business. Councilmember Kinghorn was absent.

1. Chair 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. **Approval of Previous Meeting's Minutes**

MOTION: Councilmember Buckhannon moved to approve the minutes of the regular meeting of October 4, 2018 as submitted; Chair Rice seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments – None**

MOTION: Councilmember Buckhannon moved to re-order the Agenda to address Item A under New Business; Chair Rice seconded and the motion was UNANIMOUSLY APPROVED.

6. **New Business**

A. **Consideration of Recommendation from the Planning Commission to award a contract to Thomas & Hutton for Phase III Drainage project – Presentation by Thomas & Hutton**

Mark Yodice of Thomas & Hutton distributed an abbreviated version of the information contained in the meeting packet; a copy of the handout will be attached to the historical record of the meeting. Rick Karkowski introduced himself as the project manager and heads up Thomas & Hutton's Water Resources Department that deals with flood control projects, drainage and capital improvements for various municipalities; Hillary Aton was introduced as the primary designer and engineer on the project; and Mark Yodice oversees quality control and has a lot of experience on the island. Surveying would be done by Thomas & Hutton's surveyors led by Elliotte Quinn; utility relocations would be spearheaded by Ken Nagel; the GIS and information manager will be Brian Durham; and Jennifer Hayes will be the structural engineer. A few sub-contractors on the project will be Brian Shriver of Terracon who will be responsible for geotechnical; Will Salters of Terracon and Ned Fernandez of Arcadis who will handle permitting and grant funding advising; and Andy Ruocco of Terracon will work on wetlands and critical areas permitting and funding plus pursuing FEMA grants where available.

At this point, Mr. Karkowski reviewed Thomas & Hutton's understanding of the project as identifying the area on the back of the island to be sealed from the intrusion of tidal waters back into the drainage system. In accomplishing that, they must design and permit drainage system outfalls that will seal the tidal water while allowing existing and future levels of stormwater to exit. The system should be designed anticipating reasonable expectations of sea level rise, an increase of impervious surfaces on the island as well as a high level of soil saturation before

storms. The system design should be able to have kept out flood-waters associated with Hurricane Joaquin from damaging houses.

Ms. Aton stated that the 30th Avenue outfall consists primarily of storm drainage systems and ditches that direct storm drainage to 30th Avenue and north to the Intracoastal Waterway. The second water basin is very large and consists mainly of canals that direct drainage to a main canal heading north to the Intracoastal Waterway. The third basin served by the 41st Avenue outfall sends stormwater drainage through small drain systems to the ditch running along 41st Avenue.

Chair Rice commented that, since the RFP was advertised, she and the Public Works Director have found an area in Forest Trail without any stormwater infrastructure, namely, 267 Forest Trail and Sparrow that affect maybe ten (10) houses. She wanted to find a way to include the area in this project, and Mr. Karkowski assured her that they would have a proposal for the City to consider.

Director Kerr stated that the area in question was a microcosm for huge parts of the island; therefore, the plan is hyper-focused on the ends of the drainage systems. The Director added that once these areas are improved, the City would face a great deal of work within each basin in addition to getting the water to where it needs to go now.

Interim Administrator Fragoso suggested that the City might be interested in getting guidance from Thomas & Hutton on proposed policy changes that could address the impact of new development now and not fifteen (15) years down the road.

Mr. Karkowski said that the project would require a myriad of permits; they would be issued by Charleston County, SCDOT, DHEC-OCRM SCE&G and the IOP WSC, to name a few. Thomas & Hutton believes that permits relating to the wetlands and critical areas will be the challenges; it could ultimately result in Charleston County and the City “ganging up on” OCRM. The outfalls improvements being considered will have a significant impact on critical areas and require significant permitting, and it has been anticipated in the plan and in the budget. An area of concern relative to critical areas was the potential requirement for mitigation, either turning a highland into a critical area or buying credits “which are incredibly expensive.”

They have identified many outside funding opportunities from FEMA in the form of hazard mitigation grants, pre-disaster mitigation grants, flood mitigation assistance, and economic development grants.

Mr. Karkowski concluded his remarks stating that Thomas & Hutton has the experience and expertise for this project as well as the resources.

Chair Rice asked about a timeline from design until completion, and Mr. Karkowski stated that they have developed a timeline that is aggressive and assumes that all of the players are cooperative and agreeable.

Director Kerr related the Planning Commission’s thought processes as getting Thomas & Hutton under contract to do the investigative work and come back to the City with several options with cost estimates from which City Council could choose the direction it will take. The City would then enter into another contract with Thomas & Hutton to do the design and engineering, permitting, etc., to make the project “shovel ready.” And, finally, the City would enter into a contract for the actual construction.

Since the first phase does not include any permitting, it should go relatively quickly; Thomas & Hutton would meet with the permitting agencies to discuss the project and get an understanding of their position on it. They feel this part of the project would take three or four (3 – 4) months.

Interim Administrator Fragoso stated that the City stresses to residents that open ditches are better than piped ditches so she asked Mr. Karkowski why they were advocating some piped ditches in their plans since they would reduce the capacity.

Mr. Karkowski agreed that open ditches were preferred, but they would be seeking a balance with costs, capacity, and maintenance; in some cases, pipes allow for better maintenance.

Councilmember Buckhannon commented to the fact that tidal flooding was a major issue in the area of 41st Avenue.

MOTION: Councilmember Buckhannon moved to recommend to Ways and Means the award of a contract to Thomas & Hutton for the first phase of the drainage outfalls project; Chair Rice seconded and the motion PASSED UNANIMOUSLY.

MOTION: Councilmember Rice moved to re-order the Agenda to address Item B under New Business at this time; Councilmember Rice seconded and the motion PASSED UNANIMOUSLY.

B. Discussion of Memorandum of Understanding between the City and the IOP Water and Sewer Commission regarding the extension of public sewer throughout the island

The Interim Administrator noted that a draft of the Memorandum of Understanding (MOU) was in the meeting packet and that it has not been completed. Mark Yodice with Thomas & Hutton has worked closely with the Water and Sewer Commission and former City Administrator Emerita Tucker on this document; the missing piece is the Master Plan that is expected to be completed in two to three (2 – 3) weeks. Once the document is complete, City staff will schedule another meeting with the Water and Sewer Commission to get their feedback on the MOU in order to finalize it. As noted in the draft document, IOP WSC has engaged the services of a rate consultant, but the City has not seen any of this work. Ms. Tucker also researched possible funding sources for this project.

Mark Yodice told the Committee that extending sewer to the entire island was presented as a phased project that could be combined with stormwater projects the City was planning to do; he added that packaged projects were easier to get funding.

4. Departmental Reports for October 2018 – Director Pitts

Director Pitts reported that, in October, garbage collection was down again and debris collections were nearly the same as October FY18. In his opinion, the highlight for the month was the work done at 42nd Avenue and 31A beach access paths where new matting was installed. Although he kept the old matting from 31A, he has chosen not to re-use it at this time. He also noted that, with the reduction in beach activity, the beach does not have the quantity of debris it had over the summer. In addition, Public Works personnel mowed the right-of-way between 21st and 41st Avenues; he stated that he had mowed all of the beach access paths to the point that he was comfortable without intruding on the OCRM area. Eadies has started the open ditch maintenance, particularly at 2nd Avenue and Carolina, other open ditches in the middle of the island and the 41st

Avenue ditch; they also cut the overhang. He commented that vehicle maintenance was well within budget with expenditures to date at thirteen thousand seven hundred dollars (\$13,700) and at fifty-five hundred (\$5,500) for the month that included a couple of major PMs and more to be done in this month.

5. Old Business

A. Update on Phase II Drainage project

Interim Administrator reported that the crew is now working its way down 49th Avenue, and the additional crew will be starting their work soon. The updated schedule has the work being completed in mid-December assuming no additional weather delays occur. The Interim Administrator stated that she was keeping the Rural Infrastructure Authority up to date on the progress of the project; she reported that she and the Treasurer have started the reimbursement process since the City has exceeded the reimbursement amount of five hundred thousand dollars (\$500,000) in construction expenses.

B. Update on removal/replacement of underground storage tanks at the Public Works site

Director Pitts informed the Committee that the only thing the City was waiting on was the updated application stamp of approval from DHEC UST in Columbia to be allowed to disperse fuel.

C. Update on trashcans with lids on the beach

The only update the Director had was that the apparatus used to empty the cans on the beach was compatible with the cans being looked at. He explained to the vendor that people will not open the tops which was the reason the Committee was looking at the cans with the opening at the sides. He also confirmed that the cost per can is three hundred dollars (\$300), and the vendor would not provide a can for testing; if the City wants to test a trashcan with a lid, it must buy it.

Chair Rice asked the Director if the vendor would bring one (1) of these cans to a meeting for them to look at and discuss; he stated that he would ask. She also opined that the City should go all in and replace all of the cans, not just nine or twelve (9 – 12); Councilmember Buckhannon thought replacement could be phased due to the significant up front cost.

Director Pitts stated that he would like to see these cans deployed in the median on Ocean Boulevard in the commercial district, but he wanted to see it before acting.

Interim Administrator Fragoso thought that replacing the iconic yellow barrels could be emotional for some people who feel that they somehow define the Isle of Palms, and she thought that aspect should be a part of any decision.

Chair Rice voiced concern about the size of the opening on the top; Director Pitts stated that the opening on the cans he was seeing were on the sides and the top flips back for servicing. The Chair repeated her concern that, if the holes were not big enough, people would not stuff their garbage in them.

Chair Rice repeated her appeal to the Director to contact the vendor about bringing one (1) of these trashcans for the Committee to see.

D. Update on ditches and drainage issues

- **At 21st – 22nd Avenues**

The Director reported that this ditch was one (1) cleaned by Eadies including the pipe, and that has been done. He stated that the pipe would not be removed and the ditch opened up until he was instructed to do so by the Committee.

The Chair noted that, since this pipe was installed without authorization, it has generated major flooding in the neighborhood.

The Interim Administrator was of the opinion that David Stevens should look at the ditch and the City should get a proposal from Charleston County to actually remove the pipe.

- **At 31st - 32nd Avenue**

Director Pitts had nothing to report.

- **Between 30th and 31st on Hartnett**

The Chair commented that the same issue as discussed before was the problem with this particular ditch– a closed ditch that used to be open, and the residents want it re-opened.

- **32 Thirty-second Avenue**

Interim Administrator Fragoso reported City staff had met with the property owners and engineers from Charleston County where the engineers laid out their findings and recommendations, as well as a tentative schedule of their approach for the improvements to the ditch.

This week the County has deployed a vacuum truck to clean the ditch followed by restructuring the ditch. The plan is to put some base material in the ditch to rebuild and to make the ditch more stable; this work will likely be done in January.

The Interim Administrator stated that the County has been very responsive; they appear to realize this is a priority since the property owner has been coming to the City for two (2) years to get some relief from the flooding in his property.

- **267 Forest Trail**

The status of this ditch was discussed with Thomas & Hutton.

E. Consideration of assignment of City's contract with Schupp Enterprises to JLG Enterprises

Interim Administrator Fragoso reminded the Committee that the Garrells attended the October committee meeting, but he did not speak since he was not included in the Agenda; at that time, he also had not gone any test runs of the equipment with Bill Schupp. Since then, Mr. Garrells has gotten his training on the equipment and the process, and Mr. Schupp has stated that he was comfortable that Mr. Garrells could do the work up to the City's standards. She also reported that she and Director Pitts have subsequently met with the buyers and gone through the City's contract for trash collections on the beach in detail and the Garrells appeared to be most enthusiastic about taking over the contract. Their hope was to have everything done by January 1, 2019; although the Garrells are on vacation, Mr. Schupp reported that he was working with their attorney on the contract. The Interim Administrator reminded the Committee that they had previously discussed approving the assignment with a one (1) year probationary period.

Councilmember Buckhannon asked what the City's position would be if the Committee felt that they had not done the job to the City's standards, and the City wanted to sever ties.

According to the Interim Administrator, the City would be able to cancel the contract for cause with no type of penalty. She noted that the Garrells live on the island and understand its idiosyncrasies; additionally they were on the beach daily due to their other business, renting beach chairs and umbrellas. She stated that she and Director Pitts were satisfied with their understanding of the City's expectations.

MOTION: Councilmember Buckhannon moved to recommend to the Ways and Means Committee the approval of the assignment of the City's contract with Schupp Enterprises to JLG Enterprise with a probationary period of 1 year; Chair Rice seconded and the motion PASSED UNANIMOUSLY.

F. Consideration of expanding plastics ban and differences between the Isle of Palms' ordinance and the ordinances for Mount Pleasant and Sullivan's Island

Chair Rice stated that she had asked that this item be on the Agenda because she would like the Interim City Attorney to review these ordinances and to bring the differences to the Committee for consideration. She opined that it would be better if the three (3) local governments had the same prohibitions.

6. New Business

Items A and B were discussed at the beginning of the meeting.

C. Discussion of improving the beach access paths

Director Pitts stated that he had discussed two (2) access paths earlier, and he thought access 38A could become another handicap access on the island. The dune at the end is small and the path is relatively straight bringing the total number of handicap accesses on the island to eleven (11). Since he has the Mobi-mat in stock, the only things necessary would be shell sand sand for Peterson Grading to level it; Public Works personnel would install the Mobi-mat. The Director did not think the expense would exceed thirty-five hundred dollars (\$3,500), and he was confident the money could be found in the budget to cover it.

Chair Rice commented that having more handicap accesses was something the residents were very vocal about wanting.

The Interim Administrator stated that she and Director Pitts were discussing ways to improve other beach accesses as well with the addition of sand shell and leveling.

The Director repeated that, in the beach season with twice a week garbage collection, garbage collection was all the Department could do; he was, therefore, suggesting that the City budget funds to hire someone to keep the beach accesses mowed in the summer at least twice a month.

D. Consideration of increasing the landscape contract to include some beach access paths during the summer months

Director Pitts initiated this discussion in the item above. Interim Administrator Fragoso stated that staff has asked The Greenery how much the City's expense would increase if they were to add the maintenance of certain beach accesses to the contract. They quoted the City four hundred fifty dollars (\$450) a month for twice a month maintenance of some beach accesses between March 1st and August 31st.

Responding to Chair Rice, the Interim Administrator said that staff was considering the ten (10) beach accesses most heavily utilized to begin, and funds were in the budget to pay for the increase. Director Pitts was thinking that the paths to be included would be the ten and twelve (10 – 12) foot accesses.

Councilmember Buckhannon stated that the only golf cart accessible beach access was at 23rd Avenue, and Director Pitts stated that he had mowed the areas where the golf carts park and turnaround. The Director said that this access would be on the list for The Greenery.

E. Discussion of Eadies work on 41st Avenue

Director Pitts told the Committee that the pipe under Marginal Road off 41st Avenue was broken; the Director explained that the pipe must be vacuumed out so that it can be camera-ed. He also noted that an original gate valve in the pipe that was in disrepair and will make the repairs to the pipe more expensive.

Interim Administrator Fragoso said that she has talked with David Stevens about this situation, and he said that this break and the asphalt deterioration could mean more problems down the pipe.

7. Miscellaneous Business

After a brief discussion, the Committee agreed to continue holding its meetings on the first Thursday of the month at 9:00 a.m.

Next Meeting Date: 9:00 a.m., Thursday, January 3, 2019 in the Conference Room

8. Executive Session – not needed

9. Adjourn

MOTION: Councilmember Buckhannon moved to adjourn the meeting at 10:37 a.m.; Chair Rice seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

LEASE ASSIGNMENT

This agreement is made by and between **Schupp Enterprises, Inc. (“Assignor”)** and **Chunky’s Chairs & Umbrellas (“Assignee”)**, of Isle of Palms, South Carolina on the _____ day of November, 2018.

WHEREAS, on the 24th day of August, 2000, the Assignor entered into a contract with the City of Isle of Palms, South Carolina (“City”) for the purpose of furnishing all labor, tools, equipment and materials, supplies and services to perform beach maintenance services within the City of Isle of Palms, South Carolina.

WHEREAS, the Contract has been extended on August 28, 2001, August 26, 2006, October 26, 2007 and extends through September 30, 2015;

WHEREAS, the Contract was amended May 23, 2014 to provide for seasonal servicing of beach recycling containers;

WHEREAS, the Contract was amended October 9, 2014 to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015;

WHEREAS, the Contract was amended July 15, 2015 to extend the term of the agreement five additional years; and

WHEREAS, the Contract was amended a fourth time on July 27, 2016 to amend the schedule for trash and litter collection services under Article VIII.

WHEREAS, Assignee agrees to accept the terms of this Contract under a probationary period, from the date of this Assignment’s execution (November 2018 to November 2019), and if City is satisfied with its services, the remaining term of the Contract to July of 2020 shall remain in full force and effect.

NOW, THEREFORE, for full and valuable consideration, Assignor hereby assigns and transfers the Contract, including its four amendments, attached hereto and/or incorporated herein, together with all the rights, title and interest in and to the Contract, subject to all the conditions and terms contained therein, to have and to hold from November __, 2018 until November __, 2019; wherein the Assignee and City will review the terms of the Contract and modify accordingly.

The Assignee hereby agrees to assume all rights, duties and obligations from this Agreement.

SCHUPP ENTERPRISES, INC.

CHUNKY’S CHAIR & UMBRELLAS

By: _____

By: _____

Its: _____

Its: _____

LANDLORD’S CONSENT

The City of Isle of Palms, South Carolina, the “City”, a party to the Contract entered into on the 24th day of August, 2000 with Assignor, hereby consents to the assignment of the Contract to the Assignee under the terms set forth herein and release Assignor from all duties and obligations under the Contract, after the date hereof.

CITY OF ISLE OF PALMS, S.C.

By: _____

Its: _____

Date: _____

Witness

Witness

Recreation Committee
5:00 p.m., Tuesday, November 13, 2018

The regular meeting of the Recreation Committee was held at 5:00 p.m., Tuesday, November 13, 2018 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Moye and Smith, Chair Buckhannon, Recreation Director Page and Clerk Copeland; a quorum was present to conduct the meeting.

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: Chair Buckhannon moved to approve the minutes of the regular meeting of October 9, 2018 as submitted; Councilmember Smith seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments – None**

4. Departmental Report for October 2018 – Director Page

Adult athletics are in full swing with softball, basketball, soccer and table tennis; registration for youth basketball ended on November 2nd. The Acting Performance Workshop will end on Thursday, November 29th with a performance beginning at 5:30 p.m. The Director reported that a great crowd gathered on the beach for Ghostly Tide Tales on October 19th, and the Halloween Carnival was a big success as usual. The City Departmental Pumpkin Carving contest was won by City Hall – again. Upcoming events include the Holiday Craft Workshop on November 20th, a “Movie and Dodgeball” will be on November 28th and the Annual Holiday Street Festival will be on Saturday, December 1st from 2:00 p.m. til 7:00 p.m. with entertainment for all ages. The Director added the Sunday open gym attendance records for the Committee to view.

Councilmember Smith opined that not everyone who goes to the gym on Sunday registers, so she thought the number of attendees might be higher. Director Page stated that she bases her numbers on the videos, and she thought they were relatively accurate.

Councilmember Smith said that she would like to see “more hoopla” about the Sunday hours to make sure that residents know about it because she thought the attendance would be higher if everyone was aware of them. She asked if special flyers could be made up for distribution throughout the island to encourage more participation.

Director Page said that her experience has shown that Sunday was not a good day for adults; it is generally thought of as family time.

5. Old Business

A. Status of RFP for the repair of the tennis courts

Director Page stated that the RFP had not gone out as quickly as she had hoped, but the bids are scheduled to be opened Thursday, November 15th.

B. Update on providing free Wi-Fi at the rec Center and on the grounds

Director Page obtained a quote from Technology Solutions, the company that provides IT assistance to the City, and learned that this was something that would have to wait until the new budget year because the cost would be approximately eight thousand dollars (\$8,000). The systems would have several components and would need a way to be turned on-and-off. This would be a one-time expense; no monthly charge would apply.

6. New Business – none

7. Miscellaneous Business – none

Since Kyle Busey was in the audience, Chair Buckhannon agreed to let him speak, and he was inquiring about surfing being allowed on the beach which was a topic for discussion at the meeting.

Director Page commented that it was on the Agenda in October when Interim Administrator Fragoso stated that she was working with Folly Beach to obtain a copy of their franchise agreement to serve as a guide for the City.

Chair Buckhannon stated that the Interim Administrator was working with the Assistant City Attorney on an agreement.

The Recreation Committee agreed to continue to hold their meetings at 5:00 p.m. on the first Tuesday of the month.

Next Meeting Date: 5:00 p.m., Tuesday, January 7, 2019 in the Conference Room

Councilmember Smith asked when the gym floor would be installed and was told it would be before the end of the year.

Director Page reported that the contract had been executed and that the materials have been ordered.

8. Adjourn

MOTION: Councilmember Moye moved to adjourn the meeting at 5:19 p.m.; Chair Buckhannon seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

PERSONNEL COMMITTEE

5:00 p.m., Thursday, November 1, 2018

The regular meeting of the Personnel Committee was held at 5:00 p.m., Thursday, November 1, 2018 in the City Hall Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Moyer and Rice, Chair Ferencz, Interim Administrator Fragoso, Human Resources Officer DeGroot and Clerk Copeland; a quorum was present to conduct business.

1. Chair Ferencz 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 Meetings' Minutes

MOTION: Councilmember Rice moved to approve the minutes of the regular meeting of October 4, 2018 and the Special Meeting of October 22, 2018 as submitted; Councilmember Moyer seconded and the motion PASSED UNANIMOUSLY.

3. Citizens' Comments – None

4. Old Business

A. After-action discussion of 2018 Employee Recognition/Appreciation Event

According to Chair Ferencz, the first Employee Recognition/Appreciation event was “a great success; at the end, Mayor Carroll asked if the employees wanted to do it a second time, and the resounding response was “Yes.” Everyone agreed “the food was great,” the selections were good, and the caterers kept everything hot.

Councilmember Moyer thought the table assignments by drawing an island street name was a wonderful way to get people to mingle with their fellow employees outside of their departments.

When asked how many attended, HR Officer DeGroot stated that the caterer had prepared for ninety (90) people, and, according to her records, seventy-nine (79) employees attended. And, responding to Councilmember Rice, Ms. DeGroot reported that employees with less than five (5) years with the City were given a water bottle, while employees with more than five (5) years got a nice travel coffee mug with a leather carrying case and coaster saying “Thanks for all you do.”

Chair Ferencz was asked by several of the employees who were recognized with a milestone, “Do you know how much these things cost?” The Chair answered that she did and that they should choose what they wanted and enjoy it.

B. Review, revise and/or approve Mercer Group brochures for three searches – City Administrator, Police chief and Assistant Director of Public Works

Since the last meeting, Jim Mercer has submitted draft full color brochures for each position to the Committee members; the narrative in the brochures is expected to include the comments and changes the Committee discussed at its Special Meeting on October 22.

Although the narratives are brightened up by the addition of color pictures, the Chair opined that changes were still needed; she asked HR Officer DeGroot how much the completed product would be delayed if the Committee wanted significant changes.

The HR Officer reported that she had received an email from Jim Mercer in the afternoon saying that, if major changes were needed, it would delay the date for receiving applications until January 2019. In the draft brochures, he stated that he would receive applications for the City Administrator beginning on December 21st and applications for the other two (2) positions a week earlier, December 14th. The Committee agreed that a week's delay was less important than having a brochure that was truly representative of the City.

Councilmember Moyer commented that he did not see many of the changes they had discussed woven into the narratives, for example, the word "charismatic" was still in them, but the reference to the Windjammer was deleted.

Again, the Committee, in general, continued to be dissatisfied with the narratives; they felt they were very poorly written, which led to the Chair asking if the Committee should write the narrative and send it to Mr. Mercer to include.

Councilmember Moyer reiterated his opinion that The Mercer Group was being paid to produce the brochures and to do it professionally; he did not see that responsibility falling back to the Committee. He was interested in knowing the percentage of candidates who would apply for the jobs based on the brochures versus the people in the Mercer Group's network. If he knew that number, he could better decide how much time the Committee should spend time critiquing these drafts.

Chair Ferencz said that she went to The Mercer Group's website and looked at brochures they wrote for other municipalities and found that they all appear to follow the same format.

Councilmember Rice indicated that she was not pleased that he included the picture of the Animal Control Officer wrestling with the alligator and the image it might leave in one's mind.

Councilmember Moyer was of the opinion that, if the Committee was to have the caliber brochures that it was striving for, the Personnel Committee was going to have to write them.

Interim Administrator Fragoso stated that the discussion at the Special Meeting was clear that the Committee wanted someone else in The Mercer Group brought in to edit or to re-write the narratives, and the audio of that meeting was emailed to Mr. Mercer. She added that she saw very little that the Committee had discussed in that meeting incorporated into these drafts, and she completely agreed that, since the brochures were to represent the City, they should represent it in the best way possible.

The Chair thought the brochures should tell a story about the City, and she did not find that in what the Committee has been sent. The consensus of the Committee was to send the brochures back to Jim Mercer with a phone call explaining what they saw wrong with them and a firm mandate to get assistance from another member of his firm to edit or re-write the narratives, if necessary.

C. Update on developing a policy for increases for long-term employees who are at the top of their salary range

Interim Administrator Fragoso commented that, in the meeting packets was a draft policy for the Committee's consideration referred to as the Longevity Adjustment; this policy would reward high performing employees who are at the top of their salary range. If approved, the policy would go into effect on January 1, 2019; only employees who have reached the top of their salary range and who receive a score of 3 or above on their evaluation shall be eligible for this adjustment. The adjustment would be calculated on their based salary each year, and it would not be cumulative.

The redlined portion would need to be added to the Employee Handbook, and that could be accomplished one of two ways – as an amendment or as an administrative policy. Since this adjustment is not an addition to an employee's salary, it would not be considered a bonus; the adjustment would be something that the high-performing employee was owed due to their performance and a good evaluation. This adjustment falls within the attorney general's opinion since it would be considered as wages owed; Attorney Copeland is preparing the legal opinion to present to City Council relative to this matter. She noted that Attorney General Opinions were not State law.

Responding to Councilmember Moye, the Interim Administrator stated that currently the City has one (1) employee to whom this policy would apply; the number could increase to three or four (3 – 4) next year.

MOTION: Councilmember Rice moved to approve the Longevity Adjustment proposal as presented and to recommend its approval to the Ways and Means Committee; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

5. New Business

A. Consideration of appointments/re-appointments to Boards and Commission to recommend to City Council

Since all of the members of boards and commission with expiring terms have voiced interest in being re-appointed, Chair Ferenz asked if any board or commission chair had commented that, for whatever reason, he/she did not think one (1) of the current members should be re-appointed.

The Interim Administrator said that no one had made such comments.

Clerk Copeland added that she has not seen a chair approached for opinion on the committee members, and no one has come forward with comments about a fellow board member.

Chair Ferenz noted that the City does not have any performance criteria for members of boards and commissions, possibly that was something the Personnel Committee should look into.

Clerk Copeland suggested that the Committee also look into term limits for boards and commissions; she stated that some current members have been serving for more than ten (10) years. By establishing term limits, the Committee would not need a reason to appoint someone new to a commission, and it would have the opportunity to involve more residents.

Councilmember Rice stated that, "it is remarkable the wealth of knowledge and the quality of people that we [City] have who want to serve." She acknowledged that she found it quite frustrating that more people did not get the opportunity to serve because they could be such a help in so many ways.

**MOTION: Councilmember Rice moved to reappoint
Margaret Miller ATAX Committee**

**Arnold Karig Board of Zoning Appeals
Glenn Thornburg**

**Robert Abel Code Board of Appeals
Thomas (Buzzy) Bramble**

**Vincent DiGangi Planning Commission
Rick Ferencz
Lewis Gregory
Bill Mills**

Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

B. Discussion of City Administrator as defined in the IOP City Code, Title I, Government and Administrator, Chapter 4, Officers and Departments, Article B, City Administrator, Section 1-4-11, Office Established, Duties.

Interim Administrator Fragoso again referred the Committee to redlined version of change proposed for the IOP City Code, Section 1-4-11; she informed the Committee that she studies other City codes for their appointment and duties of the City Administrator/Manager. She stated that some of them were very thorough and included the complete job descriptions while others may have only one (1) line, i.e., City Council appoints the City Administrator. In writing this proposed change, she sought to make it consistent with the job description, other duties assigned, such as the Purchasing Agent for the City, and changes to the syntax.

4

An addition to the Code would be item (d) that states

“The Administrator shall relate to and communicate with the Mayor and City Council as a whole, any problems, situations and conditions concerning any Department or activity that, in the opinion of the City Administrator is of significance.”

This sentence was consistent with the job description for the City Administrator, as was item (e) that states

“The Administrator shall recommend organization changes and direct the formulation of internal plans, policies and programs.”

She stated that this sentence was consistent with other codes that have similar job similar job descriptions.

And as noted earlier, item (h) states “the Administrator shall serve as the Purchasing Agent for the City.

And, as in all good job descriptions, it concludes with the statement in item (i) that “The Administrator shall assume such other responsibilities and duties as assigned by the Mayor and City Council.”

Chair Ferencz asked for a clarification of the use of the words “shall be appointed” in items (a) and “may employ” in (b).

Councilmember Rice thought the two (2) statements should be combined to read “The City Administrator shall be employed . . .”

Interim Administrator Fragoso suggested “The City Administrator shall be appointed by a majority of Council who shall be responsible for the proper administration of the policies and affairs of the City.”

Although Councilmember Rice questioned the need for item (i) because it was “so nebulous,” Councilmember Moye stated that the sentence serves as a caveat eliminating the need to list every duty, task and responsibility of the City Administrator.

Interim Administrator Fragoso noted that this statement was consistent with all of the codes she reviewed and that it was a protection for City Council.

Chair Ferencz thought that item (g) should also reference the City Treasurer since the subject was the City’s annual budget.

Since the City Administrator would be responsible for delegating, Interim Administrator Fragoso did not think that was necessary. She added that the City Administrator was ultimately responsible for the budget and its administration.

Councilmember Moye noted that he could understand the rationale since this would become part of the City Code and was not the job description.

Chair Ferencz commented that the Committee would have other changes to the Code as its work progresses; this change was going before Council at this time because of the search for a new City Administrator.

MOTION: Councilmember Moye moved to approve the proposed changes and additions to Article B City Administrator, Section 1-4-11 as submitted with the additional change to combine items (a) and (b) into one (1) sentence; Councilmember Rice seconded and the motion PASSED UNANIMOUSLY.

B. Discussion of role of Chief of police as defined in the IOP City Code, Title 2 Public Safety, Chapter 1 Police Protection, Sections 2-1-1 and 2-1-2

The Interim Administrator reported that she had followed the same process for making changes as she had for the position of City Administrator, and again she found many differences. Some codes she looked at did not mention the Police Chief in the code, but referred to the Police Department as a whole. She found the Code of Mount Pleasant to be a guide for the changes she was proposing, which were included in the meeting packet; she thought it was important to include the powers and duties of this position in a general tone. In the City’s existing code the Chief of Police gets one (1) paragraph stating that he will be appointed by Council and that he shall “carry out and enforce this Code and all other applicable ordinances and perform such duties as may be required of him by City Council or the City Administrator.” Again the changes presented are consistent with the job description. When Interim Chief Usry reviewed the changes, she thought it was consistent with the job she was doing; she also checked other codes for suggestions and they are incorporated in the changes presented.

Chair Ferencz asked if there was a reason for using he/she in the Chief of Police, but not in the City Administrator; one (1) way around that awkward wording would be to simply use “the Chief.”

MOTION: Councilmember Rice moved to accept the changes to the City Code for the Chief of Police as submitted; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

D. Update on RFP process for City Attorney and Assistant City Attorney

The Interim Administrator announced that proposals received in response to the City's RFPs 2018-03 for the City Attorney and 2018-04 for the Assistant City Attorney were opened the previous day and that the City received one (1) proposal for each position. The proposals were from Julia Copeland for the City Attorney and Claude Tackett for Assistant City Attorney; approximately two (2) hours after the deadline for submissions the City received another proposal for either position.

Interim Administrator Fragoso indicated that she has not had time to study the proposals, but the Council has gotten to know Attorney Copeland because she has served as the Assistant City Attorney for several years and as City Attorney since Stirling Halversen resigned her position with the City. In the Interim Administrator's opinion, Attorney Copeland was highly qualified; from a brief review of Attorney Tackett's proposal, he has municipal government experience, which is important. She noted that the third proposal was from an attorney with no municipal government experience. She recommended that the Committee should interview the two (2) candidates.

Councilmember Rice stated that she was "very comfortable in continuing with Attorney Copeland as the City Attorney; she that consistency particularly in legal matters. She noted that the Personnel Committee has not interviewed attorneys in the past.

Interim Administrator Fragoso said that she would schedule the interviews at a time that was convenient for the Committee.

E. Discussion of employee evaluations 2018

Since Councilmember Moye has not gone through the evaluation process with the City, Chair Ferencz thought it would be helpful to explain it to him and to give him the time frames that they will be dealing with. She noted that the Committee has not had the time to change the evaluation tool, so department managers and Council will be working with the same tool they have used for the past several years. She also posed the question to the Committee about how to evaluate the two (2) interim positions, and she noted that both were given pay increases when they were given the positions. She wanted a plan in order to be fair and equitable to the interim positions and pondered whether these evaluations should be done in an Executive Session.

Interim Administrator Fragoso stated that the City Administrator evaluated the Department Managers and the members of the General Government staff; City Council evaluates the City Administrator. She stated that the goal was to have evaluations ready by the end of the calendar year, so that the merit increases and the COLA can start with the new payroll year. She commented that she thought it would be fair to evaluate her performance as the Interim Administrator.

Chair Ferencz further explained that the members of Council would be sent the evaluation tool for the City Administrator and the date they would be turned in to the Personnel Committee Chair. She remarked that, in some years, it has been difficult to get all Councilmembers to do that; she stated that her goal was for every member to participate. As Chair, she will use a score sheet to compile the scores for each question and calculate a final score for her; in the past, Councilmembers have been asked to supply an explanation if they give a score below a three (3).

The Chair said that it has been her experience for a Councilmember to go through the evaluation and to score every question with a five (5), the highest and best score possible. In her opinion, when someone does that they have not taken any time to thoroughly read the question and discern just how well it was done in the previous year. The Chair interpreted a score of fives (5) across the board as perfection with no room for improvement, which she believes is almost unattainable; she opined that an evaluation tool should be a tool for growth with a suggested means to accomplish the growth. The Chair stated that she would like to see an explanation given when a grade of five was given.

Councilmember Moyer opined that some changes were going to have to be made at the core if the evaluation is meant for employee development because managers want to give their employees higher scores to insure that they receive wage increases. He opined that a certain weirdness was created when an evaluation tool was used as the basis for merit increases. For him, the real question was how to use performance management in a strategic way to help employees grow and be better and to find another way to decide merit increases. He also noted a common problem was that managers within an organization were inconsistent in how they scored their employees; for some managers the evaluation tool was used to develop their employees while others used it to ensure that employees received wage increases.

Chair Ferencz stated that, when she sends out the evaluation tool, she would also encourage Councilmembers to have a thought process that looks at growth rather than just a merit increase.

On the other hand, Councilmember Rice reiterated that for this year, the evaluation tool was inextricably tied to the merit increase.

Although all Department Managers agreed that the existing evaluation tool needed to be replaced, for this year, Interim Administrator Fragoso was focused on having consistency between departments in how it was applied, so that a three (3) in one (1) department meant the same as a three (3) in any other department. She stated that she has already started training with the Department Managers to accomplish that goal.

As the Interim Administrator, she indicated that she would like to have a meeting with each Councilmember individually as they begin to think about her evaluation because things come up in one-on-one conversations that typically would not have in other settings.

F. Discussion of citizen advisory committees

Councilmember Moyer stated this subject has come up at several meetings beginning with the Visioning meetings at the beginning of the year where people voiced interest in being more involved with the City; in recent months, he has been approached by individuals saying they were ready and what could they do. He thought that a next step might be to have each Committee come up with one or two (1 – 2) needs they have that would lend themselves to a citizen's advisory committee, for example, the Recreation Committee could have a group of citizens to devise a long-term strategic vision for the Recreation Center.

Chair Ferencz took his idea a step further noting that City Council was planning to have a strategic planning session after the first of the year and that each Standing Committee could have a citizens advisory committee to come up with the three or five (3 – 5) strategic goals they would like for that particular Committee for the coming year. The Committee would then take those strategic goals to the strategic planning meeting to present to Council so that each Committee would then have citizens' input at this meeting. This could be a first step toward that Strategic Planning Session; as Chair of the Committee, she would reach out to the other Chairs to tell explain to

them this concept and get their feedback on the participation of their committee. The first issue was how the members of these advisory committees would be selected, and she suggested using the same questionnaire that is used for boards and commissions candidates.

Councilmember Rice was concerned that the people who would apply are the people who “shout the loudest.”

Councilmember Moyer thought that the best way to get this idea a reality was to start with something smaller, less encompassing and more focused.

Interim Administrator Fragoso stated that she has done some research on best practices for establishing boards and commissions, and one (1) thing was always consistent was that it had meet a specific need. She noted that “experts advise against establishing new boards or commissions whenever a new problem arises; the need must be specific and manageable, and it needs to be staffed appropriately.” She stated that a staff liaison had to exist between the advisory committee and Council, someone who would guide discussions because the members might not know government processes or how government works. In addition, policies and procedures would have to be written; membership criteria would have to be established. Another board or commission could be established, but it must have a specific goal or mission, and it would require a good deal of work on the front end.

Councilmember Moyer asked if a less formal way existed for citizens to be involved to provide input versus being formally chartered.

The Chair stated that she was not looking for a way to give staff more to do, but have the Chair of the standing committee monitor the citizens’ group. She use the formation of the City’s farmers’ market as an example; it began as a grassroots project composed citizens. Although a couple of Councilmembers met with them, they were not assigned to do so and did not represent a Council committee.

Chair Ferencz suggested that this concept might be a topic for discussion at the Strategic Meeting; in the meantime, staff could research if other municipalities use citizens’ committees and how they do it.

Clerk Copeland stated that the City had used *ad hoc* committees in the past; HR Officer DeGroot had looked it up and read that an *ad hoc* committee was “formed for a specific task or objective and dissolved after completion of the task.”

Interim Administrator Fragoso noted that *ad hoc* committees also exist for a specific purpose and that every standing committee might not have a need currently. She volunteered to contact the other committee chairs.

G. Strategic Planning for 2019

The Interim Administrator commented that plans for the planning session were in their infancy at this time. She said that she has considered hiring a facilitator and holding the session as a retreat when Council would be away and could do strategic planning and set goals; she was thinking the session would be held in early February and be a guide to budgeting for FY20.

Chair Ferencz suggested that the Interim Administrator contact Rock Hill because they have been doing strategic planning for a number of years.

6. Miscellaneous Business

Next meeting Date: 5:00 p.m., Thursday, December 6, 2018

Although Committee typically do not meet in December, this meeting was scheduled based on the Committee's current work on the personnel search.

The Chair stated that she would call a Special Meeting earlier if necessary.

7. Executive Session – not necessary

8. Adjournment

MOTION: Councilmember Moye moved to adjourn the meeting at 7:05 p.m.; Councilmember Rice seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

10/26/2018

Longevity Increase Adjustment Proposal

1. Purpose of a Longevity Increase Adjustment

The purpose of a longevity increase adjustment is to reward high performing employees who are at the top of their salary range and receive a score of 3 or above in the annual performance evaluation, as determined by the department head and approved by the City Administrator.

2. Effective Date

This policy will take effect on January 1, 2019.

3. Eligible Employees

City employees who have reached the top of their salary range and receive a score of 3 or above in their annual performance evaluation.

4. Adjustment Calculation

The longevity increase adjustment will be calculated each year and will not be subject to cumulative compounding. It may be awarded as a lump sum or paid through payroll over the course of the year. The longevity increase adjustment will not change or increase the employee's base salary.

Performance Evaluation and Merit Pay (PE&MP) Policy – Existing with Proposed amendment

While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because he or she receives a favorable evaluation.

1. The City of Isle of Palms PE&MP policy is as follows:

An annual Performance Evaluation generally is conducted for each regular full-time City employee during the month of January. Newly hired employees generally receive a Performance Evaluation at the end of their six-month probationary period. Newly hired employees and other employees are eligible for a merit increase provided he or she is off of probationary status during the City's Annual Performance Evaluation. (Change approved by City Council 9/27/2005)

2. The following specific policies apply to the PE&MP Program:

A. The merit pay increase cannot place an employee's compensation outside the pay range for their position.

a. High performing employees who have reached the top of their salary range and who receive a score of 3 or above in their annual performance evaluation may qualify for and may receive will receive a longevity increase adjustment as determined by the Department Head and approved by the City Administrator. The longevity increase adjustment (1) will be calculated each year; (2) will not be subject to cumulative compounding; and (3) may be awarded as a lump sum or paid through payroll over the course of the year.

B. Performance Evaluation criteria are developed by the City Administrator in conjunction with the City department heads and are submitted to the Personnel Committee for approval.

C. The City Administrator's Annual Performance is developed by the Personnel Committee and submitted to the City Council for approval.

D. Regular part-time employees receive an Annual Performance Evaluation. Regular part-time employees working at least 30 hours per week are eligible for a merit pay increase. (Approved by City Council 11/17/2009)

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Approved: _____

DRAFT

ARTICLE B. - CITY ADMINISTRATOR²¹

Footnotes:

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State Law reference— Authority to employ city administrator under council form of government, S.C. Code 1976, § 5-11-40.

Sec. 1-4-11. - Office established; duties.

- (a) ~~The office of City Administrator is hereby created.~~ The City Administrator shall be appointed by a majority of Council, and shall be responsible for the proper administration of the policies and affairs of the City.
- (b) ~~The City Administrator shall be responsible for the overall administration of the City.~~
- (c) ~~Council shall employ an Administrator to administer the affairs of the City and implement the policies of the Municipal Council.~~
- (~~c~~d) The term of employment of the Administrator shall be at the pleasure of the City Council and ~~he~~ shall be entitled to such compensation for his services as the determined by Council ~~may determine~~.
- (d) The City Administrator shall relate to and communicate with the Mayor and City Council as a whole, any problems, situations, and conditions concerning any City department or activity that, in the opinion of the City Administrator, is of significance.
- (e) The Administrator shall recommend organization changes and directs the formulation of internal plans, policies and programs.
- (~~e~~f) ~~—The Administrator shall be the chief administrative officer and head of the general government branch of the municipal government and as such, shall direct, supervise, and coordinate administrative activities and operations. The Administrator shall be responsible to the City Council for the proper maintenance of all affairs of the City. The Administrator shall supervise all All City department heads and coordinate activities of all City departments. shall report to the Administrator.~~
- (g) The Administrator shall prepare the a proposed annual operating budget annually, and submit it to the City Council and shall be responsible for its administration after adoption. ~~The Administrator shall assume such other responsibilities as Council may, from time to time, assign. The Administrator shall prepare an annually updated, ten-year capital program and budget.~~
- (h) The Administrator shall serve as the Purchasing Agent for the City.
- (~~f~~g) The Administrator shall perform duties in accordance with the provisions of the City's employee handbook personnel manual. The Administrator shall further ~~deal manage with~~ employees pursuant to the City's personnel manual employee handbook, which shall not be construed to constitute a contract of employment for any employee.
- (i) The Administrator shall assume such other responsibilities and duties as assigned by the Mayor and City Council.

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(Code 1994, § 1-4-11; Ord. No. 1992-14, 12-22-1992; Ord. No. 1994-4, § 13, 4-26-1994

CHAPTER 1. - POLICE PROTECTION¹¹

Footnotes:

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State Law reference— Municipal police officers, S.C. Code 1976, § 5-7-110; reserve police officers, S.C. Code 1976, § 23-28-10 et seq.; powers and duties of police chief and officers relevant to municipal court, S.C. Code 1976, § 14-25-55.

Sec. 2-1-1. - Control of Police Department.

The management, direction and control of the Police Department of the City shall be vested in Council and such authority as delegated to the City Administrator.

(Code 1970, § 17-2; Code 1994, § 2-1-1; Ord. No. 1992-14, 12-22-1992)

Sec. 2-1-2. - Chief of Police.

The City Council shall appoint the Chief of Police, who shall serve at the pleasure of City Council. ~~The Chief of the Police Department shall carry out and enforce this Code and all other applicable ordinances and perform such other duties as may be required of him by City Council or the City Administrator. He~~ The Chief of Police shall be entitled to receive such salary compensation as may be provided by City Council.

Sec. 2-1-3. – Powers and Duties.

(a) The Chief of Police shall be the commanding officer of the Police Department. The Chief of Police shall be the principal law enforcement officer and shall enforce within the municipality all provisions of state law, this code, and other ordinances not the primary concern of some other officer to enforce, and he or she shall cooperate with and assist other officers in the enforcement of statutes and ordinances for which they are primarily responsible.

(b) It shall be the duty of the Chief of Police to see that all departmental rules, regulations, and orders are promptly and faithfully respected and obeyed, and whenever any violation thereof is reported to the Chief or comes under the Chief 's personal observation, he or she shall promptly investigate the matter and report it to the City Administrator and Public Safety Committee of City Council.

(c) The Chief of Police is authorized to summarily terminate and suspend from duty any member of the Police Department for cause. The Chief of Police shall perform such other duties as may be required by City Council or the City Administrator.

Sec. 2-1-4. – Chain of Command; Ranks and Grades

(A) All personnel of the Police Department shall be subject to the supervision and control of the Chief of Police. In the event of the absence or incapacity of the Chief of Police, the Police Department chain of command shall be followed.

(B) Members of the Police Department subordinate to the Chief of Police shall be appointed, promoted, and demoted in rank or grade by the Chief of Police.

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MINUTES OF THE ISLE OF PALMS
PLANNING COMMISSION MEETING
November 14, 2018

The Isle of Palms Planning Commission met in the City Hall conference room, 1207 Palm Boulevard on November 14, 2018 at 4:30 p.m. Members attending included Ron Denton, Richard Ferencz, Bill Mills, Vince DiGangi and Phillip Pounds; the Director of Planning Douglas Kerr was present as well. Lewis Gregory and Lisa Safford were absent. 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.

APPROVAL OF MINUTES

With no public comments offered, Mr. Ferencz explained that the next item on the agenda was the approval of the October 17, 2018 minutes and Mr. Denton made a motion to approve the minutes as submitted and Mr. Pounds seconded the motion. The vote was unanimous in favor of the motion.

UPDATE ON OUTFALL RFP

Mr. Kerr explained that Thomas and Hutton had made a presentation to the Public Works Committee of City Council and the Committee has recommended that City Council enter into a contract with Thomas and Hutton for the first phase of the project. He explained that he hoped Council would approve entering into a contract for this work at their November 27th meeting.

Mr. Ferencz asked if the Commission could review the final draft of the contract with Thomas and Hutton prior to it being executed. Mr. Kerr answered that this would be out of the norm, but he would ask if this was problematic and, if not, he would forward the contract onto the Commission before it is executed.

UPDATE ON MOU WITH WATER AND SEWER COMMISSION

Mr. Kerr explained that Thomas and Hutton had indicated that they had the information necessary to complete the master plan update and they had requested a meeting to review a draft of the plan. Mr. Kerr stated that after the master plan is complete he thought the work would resume on the MOU. He stated that he believed that there would be additional work being done by a rate consultant to determine methods to fund the improvements. He explained that he would keep the Commission posted on progress with this project.

DISCUSS DEVELOPING AN ISLAND-WIDE LONG-RANGE DRAINAGE STRATEGY

Mr. Kerr explained that the Chairman had requested that this item be put on the agenda, because this month's agenda allowed for time to think globally about the issues associated with drainage on the island. He explained that it appeared that a logical next step might be to develop an island-wide drainage master plan similar to what E.M. Seabrook did back in the 1980's.

Mr. Ferencz stated that the Commission could also consider developing the plans to improve the drainage basins that will connect to the outfalls included in the current design project.

The Commission generally discussed financial implications of taking on more projects and Mr. Ferencz explained that in the current budget there was approximately \$400,000 allocated to drainage and he did not believe that the planned outfall work would exhaust the budget. He added that he felt that drainage had the attention of the community and he thought that Council could likely find money in the current year's budget to undertake an additional drainage project.

Mr. Kerr explained that he knew several communities in the area were having drainage master plans done and he thought he could get an idea of how much the City could expect to pay for such a study. He recommended that he reach out to some of the neighboring communities and engineering firms to get a sense of how much plans would cost and he could report back to the Commission at their December meeting. Mr. Ferencz requested that he also get some estimates for the drainage work to connect the basins to the outfalls, which Mr. Kerr said he would do.

Mr. Kerr asked the Commission if they wanted him to foreshadow their thoughts to Council at their next meeting and the Commission agreed that this would be useful.

MISCELLANEOUS BUSINESS

Mr. Ferencz asked if Mr. Kerr could add an index to the end of the minutes that lists the recommendations made by the Planning Commission and their status. Mr. Kerr answered that he could.

ADJOURNMENT

With there being no further business, the meeting was adjourned at 5:30 P.m.
Respectfully submitted, Richard Ferencz, Chairman

City of Isle of Palms Insurance Deductible Analysis

The City's Property, Liability and Workers Comp insurance renews effective January 1. Current deductibles are \$0 or \$1000. In an effort to identify potential cost savings, staff requested this schedule and the attached analysis from SCMIRF (prop and liab) and SCMIT (workers comp).

Property Deductible Level	Current (Standard) \$1,000	\$2,500	\$5,000
Property (including Property Extensions)	\$154,052	\$146,035	\$140,691
Inland Marine	\$6,162	\$5,842	\$5,628
Auto Physical Damage	\$31,928	\$25,771	\$22,219
Crime* (\$200,000 limit)	\$922	\$922	\$922
Equipment Breakdown*	\$1,897	\$1,897	\$1,897
Totals	\$194,961	\$180,467	\$171,357
Savings		\$14,494	\$23,604

Note: Crime nor equipment breakdown coverages subject to deductibles, therefore, not impacted by deductible level changes.

Liability Deductible Level	Current \$0	\$1,000	\$2,500	\$5,000
Auto Liability	\$71,285	\$67,106	\$63,431	\$58,171
General Liability	\$16,775	\$16,127	\$15,479	\$14,849
Law Enforcement Liability	\$12,594	\$12,108	\$11,622	\$11,148
Public Officials Liability	\$9,986	\$9,600	\$9,214	\$8,839
Excess Liability* (\$1,000,000 limit)	\$12,215	\$12,215	\$12,215	\$12,215
Totals	\$122,855	\$117,156	\$111,961	\$105,222
Savings		\$5,699	\$10,894	\$17,633

Note: Excess liability coverage not impacted by deductible level changes, therefore premium not impacted.

Workers' Compensation Deductible Level	Current \$0	\$1,000	\$2,500	\$5,000
	\$235,208	\$221,558	\$213,416	\$204,316
Savings		\$13,650	\$21,792	\$30,892

Total Gross Premium Savings for 2019

\$72,129

Based on the attached 2014-2017 actual claims provided by SCMIRF (property & liability) and SCMIT (workers comp), the City's average annual cost at the \$5000 deductible level would have been:

39,170

Estimated Annual Net Savings

\$ 32,959

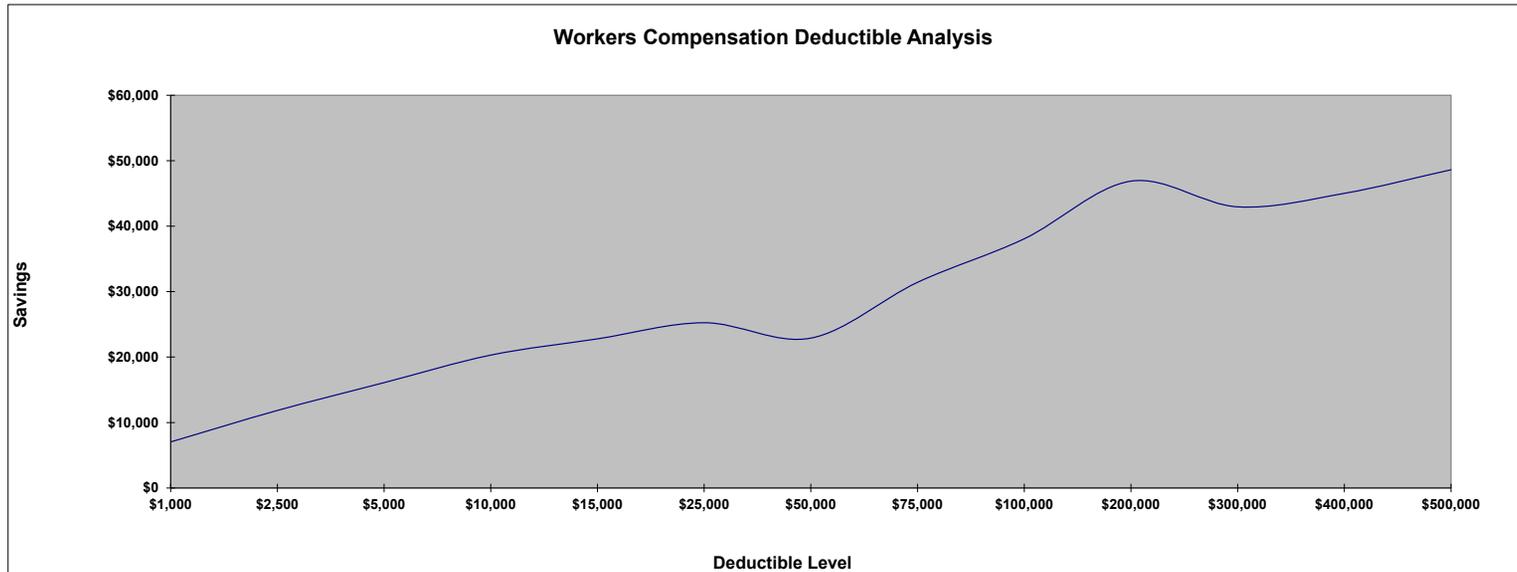
2019 Projected SCMIT Average Annual Deductible Costs for Isle of Palms

		Deductible Level - Annual Costs													
Year	Risk Management Modified Premium	Experience Modifier	\$1,000	\$2,500	\$5,000	\$10,000	\$15,000	\$25,000	\$50,000	\$75,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
2012	\$98,693	0.56	7,779.34	13,038.20	20,538.20	35,538.20	50,538.20	80,538.20	136,821.13	153,875.90	153,875.90	153,875.90	153,875.90	153,875.90	153,875.90
2013	\$110,445	0.64	10,295.50	13,675.20	18,675.20	24,852.66	29,852.66	39,852.66	64,852.66	65,538.21	65,538.21	65,538.21	65,538.21	65,538.21	65,538.21
2014	\$153,833	0.81	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69	2,886.69
2015	\$199,997	1.01	10,431.75	16,699.67	26,001.34	41,001.34	56,001.34	80,827.34	106,800.14	109,443.66	109,443.66	109,443.66	109,443.66	109,443.66	109,443.66
2016	\$229,821	1.10	4,388.68	8,054.57	13,054.57	23,054.57	33,054.57	53,054.57	97,857.54	110,923.82	110,923.82	110,923.82	110,923.82	110,923.82	110,923.82
2017	\$220,123	1.04	4,202.46	5,802.33	8,302.33	13,302.33	18,302.33	28,302.33	53,302.33	78,302.33	103,302.33	203,302.33	303,302.33	334,194.47	334,194.47
Avg. Annual Deductible Costs			6,664.07	10,026.11	14,909.72	23,439.30	31,772.63	47,576.97	77,086.75	86,828.44	90,995.10	107,661.77	124,328.44	129,477.13	129,477.13

		Analysis (Using Upcoming Year Premium and Average Annual Losses)													
Premium Credit	\$240,349	1.19	13,699.90	21,871.78	31,005.05	43,743.55	54,559.27	72,825.80	99,985.26	118,251.80	129,067.51	154,544.53	167,283.04	174,493.51	178,098.75
Deductible Premium Credits			5.7%	9.1%	12.9%	18.2%	22.7%	30.3%	41.6%	49.2%	53.7%	64.3%	69.6%	72.6%	74.1%
Average Annual Deductible Costs			6,664.07	10,026.11	14,909.72	23,439.30	31,772.63	47,576.97	77,086.75	86,828.44	90,995.10	107,661.77	124,328.44	129,477.13	129,477.13
Net Savings			7,035.83	11,845.67	16,095.32	20,304.25	22,786.63	25,248.84	22,898.51	31,423.37	38,072.41	46,882.76	42,954.60	45,016.39	48,621.62
Ranking			13	12	11	10	9	7	8	6	5	2	4	3	1

		Analysis (Using Upcoming Year Premium and Average Annual Losses)														
Premium Credit												129,067.51	154,544.53	167,283.04	174,493.51	164,964.85
Deductible Premium Credits												53.7%	64.3%	69.6%	72.6%	74.1%
Average Annual Deductible Costs												90,995.10	107,661.77	124,328.44	129,477.13	129,477.13
Net Savings												38,072.41	46,882.76	42,954.60	45,016.39	35,487.72

		Premium Impact of Banding														
Projected Premium after Deductible Costs Using Actual Ex Mod												202,276.78	193,466.43	197,394.59	195,332.80	191,727.56
Projected Premium after Deductible Costs Using Banded Ex Mod												202,276.78	193,466.43	197,394.59	195,332.80	187,136.90
Premium Increase (Decrease) Due to Banding												0.00	0.00	0.00	0.00	(4,590.66)



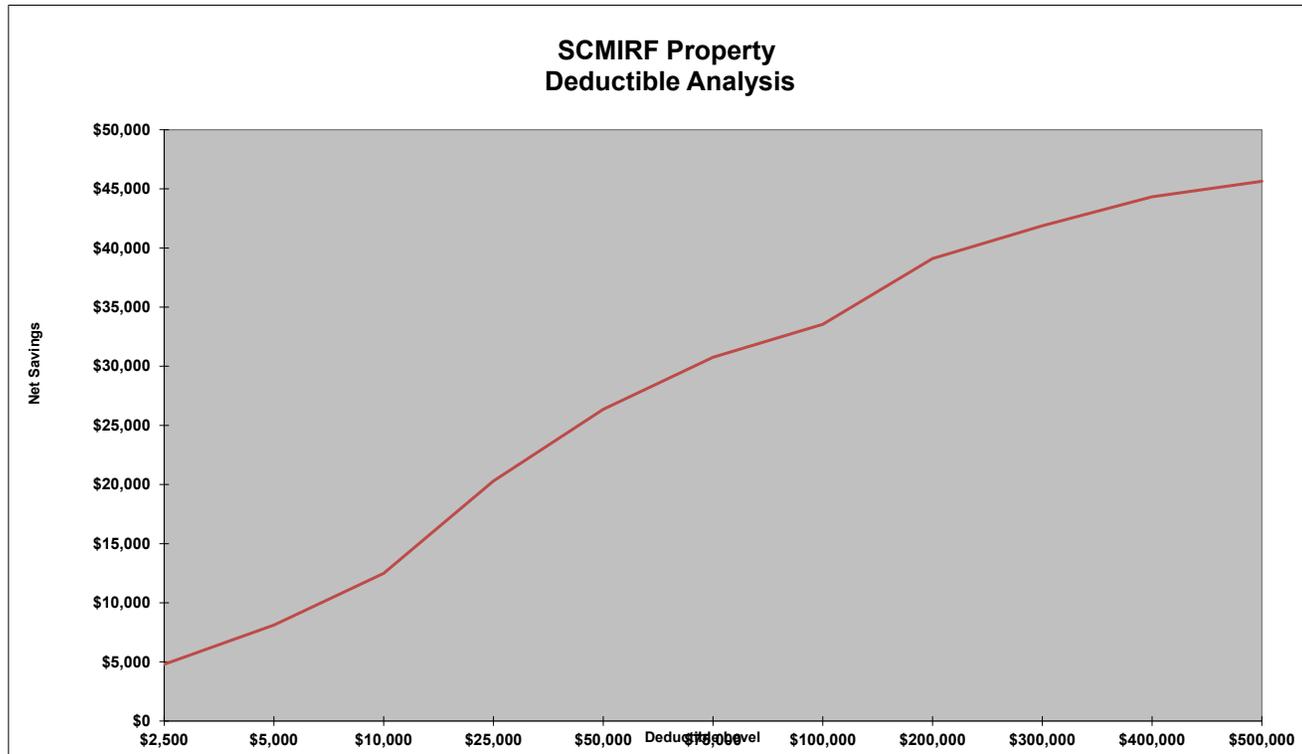
* Please note the premium used in this calculation is the Risk Management Modified Premium. This value is derived by multiplying the unmodified premium times the experience modifier and then applying the five percent risk management debit or credit if applicable.

Deductible Level	Minimum Ex Mod	Maximum Ex Mod
\$100,000	0.70	2.00
\$200,000	0.75	1.40
\$300,000	0.80	1.30
\$400,000	0.85	1.20
\$500,000	0.90	1.10

2019 Projected Average Annual Property Deductible Costs for Isle of Palms

Year	Risk Management Premium	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
2014	\$136,424.22	2,500.00	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77	3,336.77
2015	\$141,924.96	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37	1,660.37
2016	\$148,245.00	2,500.00	5,000.00	10,000.00	11,359.94	11,359.94	11,359.94	11,359.94	11,359.94	11,359.94	11,359.94	11,359.94
2017	\$150,709.41	7,500.00	13,107.30	18,107.30	22,107.30	22,107.30	22,107.30	22,107.30	22,107.30	22,107.30	22,107.30	22,107.30
Avg. Annual Deductible Costs		3,540.09	5,776.11	8,276.11	9,616.10							

Premium Credit	\$163,484.47	8,337.71	13,896.18	20,762.53	29,917.66	35,966.58	40,380.66	43,159.90	48,718.37	51,497.61	53,949.88	55,257.75
Deductible Premium Credits		5.1%	8.5%	12.7%	18.3%	22.0%	24.7%	26.4%	29.8%	31.5%	33.0%	33.8%
Average Annual Deductible Costs		3,540.09	5,776.11	8,276.11	9,616.10	9,616.10	9,616.10	9,616.10	9,616.10	9,616.10	9,616.10	9,616.10
Net Savings		4,797.62	8,120.07	12,486.42	20,301.56	26,350.49	30,764.57	33,543.81	39,102.28	41,881.51	44,333.78	45,641.66
Ranking		11	10	9	8	7	6	5	4	3	2	1



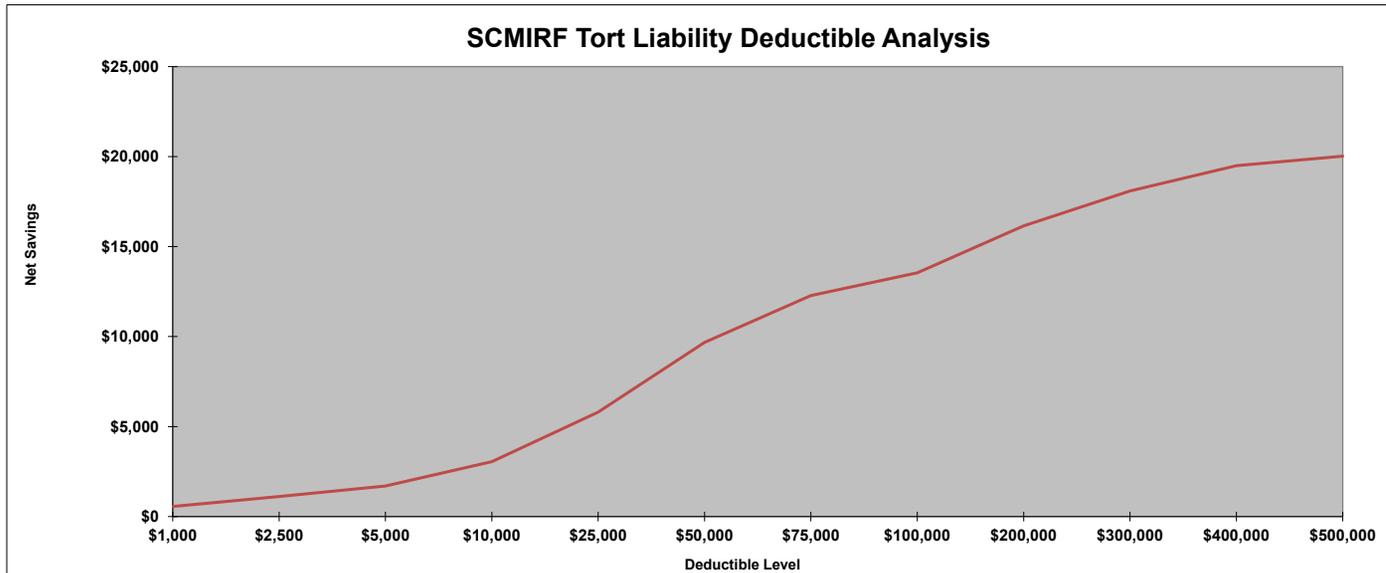
2019 Projected Average Annual Tort Liability Deductible Costs for Isle of Palms

Year	Risk Management Modified Premium	Unmodified Premium	GL Experience Modifier	Deductible Level - Annual Costs											
				\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
2014	\$62,261.06	\$53,925.80	1.155	1,000.00	2,500.00	5,000.00	10,000.00	19,698.71	19,698.71	19,698.71	19,698.71	19,698.71	19,698.71	19,698.71	19,698.71
2015	\$44,047.98	\$54,653.06	0.848	462.00	462.00	462.00	462.00	462.00	462.00	462.00	462.00	462.00	462.00	462.00	462.00
2016	\$31,844.57	\$57,163.46	0.586	1,000.00	2,500.00	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59	2,730.59
2017	\$28,695.58	\$60,411.76	0.500	507.45	507.45	507.45	507.45	507.45	507.45	507.45	507.45	507.45	507.45	507.45	507.45
Avg. Annual Deductible Costs				742.36	1,492.36	2,175.01	3,425.01	5,849.69							

Analysis (Using Upcoming Year Premium and Average Annual Losses)															
Premium Credit	\$35,201.57	\$74,108.56	0.500	1,302.46	2,604.92	3,872.17	6,477.09	11,651.72	15,523.89	18,128.81	19,396.06	22,000.98	23,937.07	25,345.13	25,873.15
Deductible Premium Credits				3.7%	7.4%	11.0%	18.4%	33.1%	44.1%	51.5%	55.1%	62.5%	68.0%	72.0%	73.5%
Average Annual Deductible Costs				742.36	1,492.36	2,175.01	3,425.01	5,849.69	5,849.69	5,849.69	5,849.69	5,849.69	5,849.69	5,849.69	5,849.69
Net Savings				560.10	1,112.55	1,697.16	3,052.08	5,802.03	9,674.20	12,279.12	13,546.38	16,151.29	18,087.38	19,495.44	20,023.46
Ranking				12	11	10	9	8	7	6	5	4	3	2	1

Banded Analysis (Using Upcoming Year Premium and Average Annual Losses)															
Premium Credit											27,154.49	33,001.47	38,299.30	43,086.72	46,571.67
Deductible Premium Credits											55.1%	62.5%	68.0%	72.0%	73.5%
Average Annual Deductible Costs											5,849.69	5,849.69	5,849.69	5,849.69	5,849.69
Net Savings											21,304.80	27,151.78	32,449.62	37,237.03	40,721.98

Premium Impact of Banding															
Projected Premium after Deductible Costs Using Actual Experience Modifier											21,655.19	19,050.27	17,114.19	15,706.13	15,178.10
Projected Premium after Deductible Costs Using Banded Experience Modifier											27,977.39	25,650.57	23,872.89	22,605.63	22,640.83
Premium Increase (Decrease) Due to Banding											6,322.20	6,600.29	6,758.70	6,899.51	7,462.73



* Please note the premium used in this calculation is the Risk Management Modified Premium. This value is derived by multiplying the unmodified premium times the experience modifier and then applying the five percent risk management debit or credit if applicable.

Deductible Level	Minimum Ex Mod	Maximum Ex Mod
\$100,000	0.70	2.00
\$200,000	0.75	1.40
\$300,000	0.80	1.30
\$400,000	0.85	1.20
\$500,000	0.90	1.10

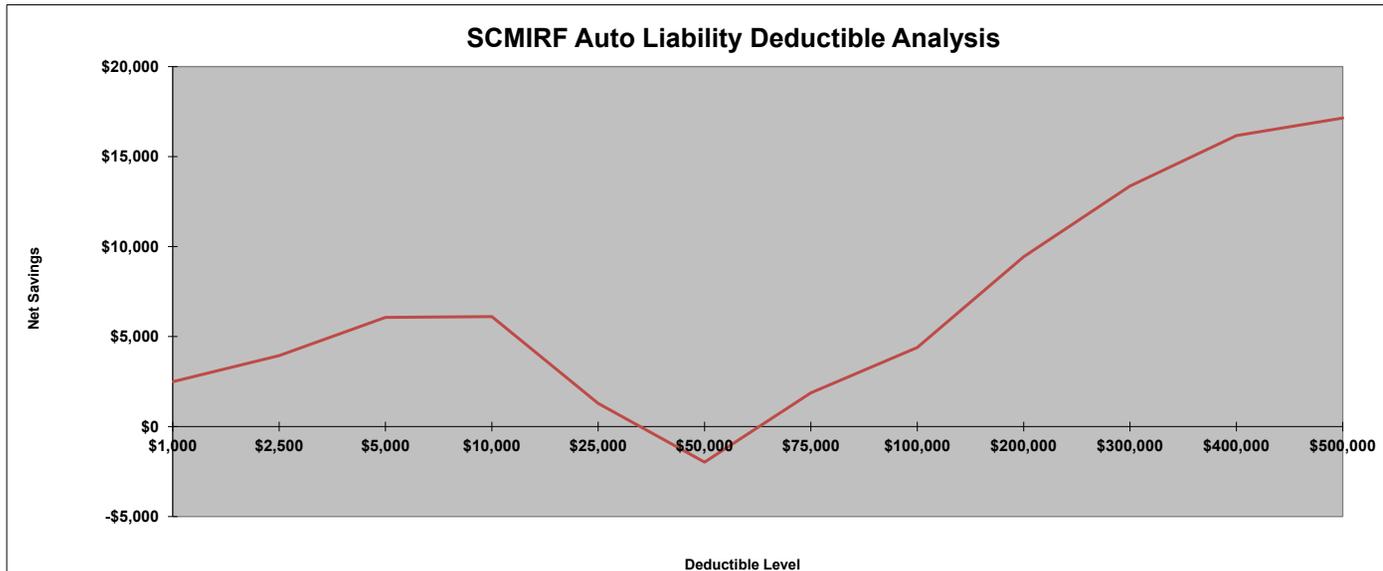
2019 Projected Average Annual Auto Liability Deductible Costs for Isle of Palms

Year	Risk Management Modified Premium	Unmodified Premium	AU Experience Modifier	Deductible Level - Annual Costs											
				\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
2014	\$23,800.52	\$32,530.00	0.770	2,000.00	4,500.00	7,000.00	12,000.00	27,000.00	41,527.10	41,527.10	41,527.10	41,527.10	41,527.10	41,527.10	41,527.10
2015	\$21,019.23	\$31,457.00	0.703	3,010.40	7,510.40	14,466.00	24,466.00	50,584.28	74,337.47	74,337.47	74,337.47	74,337.47	74,337.47	74,337.47	74,337.47
2016	\$34,191.83	\$35,568.00	1.012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	\$48,215.41	\$40,121.00	1.265	1,259.58	2,759.58	5,259.58	10,259.58	18,954.23	18,954.23	18,954.23	18,954.23	18,954.23	18,954.23	18,954.23	18,954.23
Avg. Annual Deductible Costs				1,567.50	3,692.50	6,681.40	11,681.40	24,134.63	33,704.70						

Analysis (Using Upcoming Year Premium and Average Annual Losses)															
Premium Credit	\$70,039.68	\$37,306.00	1.976	4,062.30	7,634.33	12,747.22	17,790.08	25,424.41	31,727.98	35,580.16	38,101.59	43,144.44	47,066.67	49,868.25	50,848.81
Deductible Premium Credits				5.8%	10.9%	18.2%	25.4%	36.3%	45.3%	50.8%	54.4%	61.6%	67.2%	71.2%	72.6%
Average Annual Deductible Costs				1,567.50	3,692.50	6,681.40	11,681.40	24,134.63	33,704.70	33,704.70	33,704.70	33,704.70	33,704.70	33,704.70	33,704.70
Net Savings				2,494.81	3,941.83	6,065.83	6,108.68	1,289.78	(1,976.72)	1,875.46	4,396.89	9,439.74	13,361.97	16,163.55	17,144.11
Ranking				9	8	6	5	11	12	10	7	4	3	2	1

Banded Analysis (Using Upcoming Year Premium and Average Annual Losses)															
Premium Credit											38,101.59	30,564.06	30,961.00	30,280.53	28,302.94
Deductible Premium Credits											54.4%	61.6%	67.2%	71.2%	72.6%
Average Annual Deductible Costs											33,704.70	33,704.70	33,704.70	33,704.70	33,704.70
Net Savings											4,396.89	(3,140.64)	(2,743.70)	(3,424.17)	(5,401.76)

Premium Impact of Banding															
Projected Premium after Deductible Costs Using Actual Experience Modifier											65,642.80	60,599.94	56,677.72	53,876.13	52,895.57
Projected Premium after Deductible Costs Using Banded Experience Modifier											65,642.80	52,757.62	48,816.61	45,953.01	44,386.53
Premium Increase (Decrease) Due to Banding											0.00	-7,842.32	-7,861.10	-7,923.12	-8,509.05



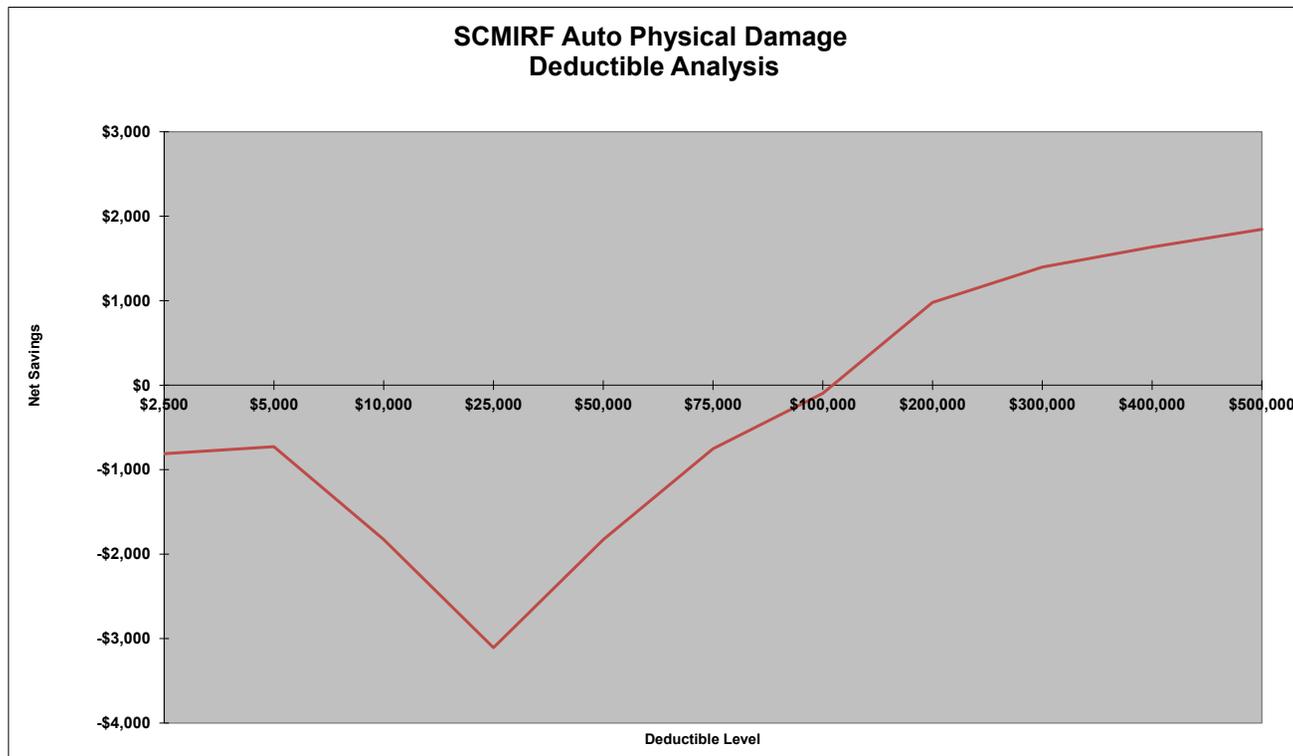
* Please note the premium used in this calculation is the Risk Management Modified Premium. This value is derived by multiplying the unmodified premium times the experience modifier and then applying the five percent risk management debit or credit if applicable.

Deductible Level	Minimum Ex Mod	Maximum Ex Mod
\$100,000	0.70	2.00
\$200,000	0.75	1.40
\$300,000	0.80	1.30
\$400,000	0.85	1.20
\$500,000	0.90	1.10

2019 Projected Average Annual Auto Physical Damage Deductible Costs for Isle of Palms

Year	Risk Management Premium	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	\$200,000	\$300,000	\$400,000	\$500,000
2014	\$25,994.54	8,048.33	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47	9,093.47
2015	\$26,817.53	5,785.78	10,785.78	19,034.31	19,034.31	19,034.31	19,034.31	19,034.31	19,034.31	19,034.31	19,034.31	19,034.31
2016	\$31,856.88	2,500.00	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96	4,140.96
2017	\$32,469.31	9,491.32	14,491.32	24,491.32	44,308.72	47,076.29	47,076.29	47,076.29	47,076.29	47,076.29	47,076.29	47,076.29
Avg. Annual Deductible Costs		6,456.36	9,627.88	14,190.02	19,144.37	19,836.26						

Premium Credit	\$29,863.69	5,644.24	8,899.38	12,363.57	16,036.80	18,007.81	19,082.90	19,739.90	20,814.99	21,233.09	21,472.00	21,681.04
Deductible Premium Credits		18.9%	29.8%	41.4%	53.7%	60.3%	63.9%	66.1%	69.7%	71.1%	71.9%	72.6%
Average Annual Deductible Costs		6,456.36	9,627.88	14,190.02	19,144.37	19,836.26	19,836.26	19,836.26	19,836.26	19,836.26	19,836.26	19,836.26
Net Savings		(812.12)	(728.50)	(1,826.45)	(3,107.56)	(1,828.45)	(753.36)	(96.36)	978.74	1,396.83	1,635.74	1,844.78
Ranking		8	6	9	11	10	7	5	4	3	2	1





SC Municipal Insurance and Risk Financing Fund

1411 Gervais Street
PO Box 12109
Columbia, SC 29211
Phone: 803.799.9574
Fax: 803.933.1295
Web: www.masc.sc

DEDUCTIBLE RESOLUTION

TO AUTHORIZE THE CITY/TOWN OF _____ TO ASSUME A CLAIM DEDUCTIBLE WITH THE SOUTH CAROLINA MUNICIPAL INSURANCE AND RISK FINANCING FUND.

WHEREAS, the City/Town of _____ is a member of the South Carolina Municipal Insurance and Risk Financing Fund; and

WHEREAS, the Council of the City/Town of _____ believes it is in the City/Town's best interest to share in the risk of paying claims made against the City/Town in exchange for a reduction in the premium cost of property/casualty insurance coverage.

NOW, THEREFORE, BE IT RESOLVED by the Council duly assembled:

Section 1. The City/Town of _____ hereby agrees to assume deductibles as shown below for each and every claim which may be filed against it and for which there is an obligation to pay in accordance with the coverage provided by the South Carolina Municipal Insurance and Risk Financing Fund.

<u>Coverage Type</u>	<u>Amount of Deductible</u>
General Liability/Auto Liability	_____
Property/Auto Physical Damage	_____

Section 2. We further acknowledge responsibility for filing all claims with the Claims Administrator for the South Carolina Municipal Insurance and Risk Financing Fund who will adjust the claim(s) on behalf of the City/Town and for paying all deductible invoices on a monthly basis as costs are incurred until such time as the maximum deductible amount is satisfied.

Section 3. We further acknowledge that the deductible includes all claims cost, including but not limited to legal expenses, and is inclusive in the South Carolina Municipal Insurance and Risk Financing Fund's Self-Insured Retention (SIR) for reinsurance purposes.

Section 4. Should the City/Town of _____ decide to withdraw from membership in the South Carolina Municipal Insurance and Risk Financing Fund at some future date, we acknowledge responsibility to pay the City/Town's deductible for all claims arising out of the period of time coverage was in effect until such time as the City/Town's obligation to pay as been satisfied or the claim file is closed.

Section 5. This resolution shall become effective upon approval by the Council, as attested below, and it is agreed that the deductibles requested above shall become effective at the beginning of the South Carolina Municipal Insurance and Risk Financing Fund's next plan year and shall remain in effect until a duly authorized change is made or we have withdrawn from membership in the Fund.

Approved this _____ day of _____, 20_____.

Mayor

ATTEST:

Clerk



DEDUCTIBLE RESOLUTION

TO AUTHORIZE THE CITY/TOWN OF _____ TO ASSUME A CLAIM DEDUCTIBLE WITH THE SOUTH CAROLINA MUNICIPAL INSURANCE TRUST WORKERS' COMPENSATION FUND.

WHEREAS, the City/Town of _____ is a member of the South Carolina Municipal Insurance Trust; and

WHEREAS, the Council of the City/Town of _____ believes it is in the City/Town's best interest to share in the risk of paying workers' compensation claims in exchange for a reduction in the premium cost of workers' compensation coverage.

NOW, THEREFORE, BE IT RESOLVED by the Council duly assembled:

Section 1. The City/Town of _____ hereby agrees to assume a deductible as shown below for each and every workers' compensation claim which may be filed and for which there is an obligation to pay in accordance with the Workers' Compensation Statutes of the State of South Carolina.

<u>Coverage Type</u>	<u>Amount of Deductible</u>
Workers' Compensation	_____

Section 2. We further acknowledge responsibility for filing all claims with the Claims Administrator for the South Carolina Municipal Insurance Trust who will adjust the claim(s) on behalf of the City/Town and for paying all deductible invoices on a monthly basis as costs are incurred until such time as the maximum deductible amount is satisfied.

Section 3. We further acknowledge that the deductible includes all claims cost, including but not limited to legal expenses, and is inclusive in the South Carolina Municipal Insurance Trust's Self-Insured Retention (SIR) for reinsurance purposes.

Section 4. Should the City/Town of _____ decide to discontinue its participation in the South Carolina Municipal Insurance Trust at some future date, we acknowledge responsibility to pay our deductible for all claims arising out of the period of time coverage was in effect until such time as our obligation to pay as been satisfied or the claim file is closed.

Section 5. This resolution shall become effective upon approval by the Council, as attested below, and it is agreed that the deductible requested above shall become effective at the beginning of the South Carolina Municipal Insurance Trust's next plan year and shall remain in effect until a duly authorized change is made or we have discontinued our participation in the Trust.

Approved this _____ day of _____, 20____.

Mayor

ATTEST:

Clerk