



## City Council

6:00 p.m., Tuesday, July 28, 2020

Council Chambers

1207 Palm Boulevard, Isle of Palms, South Carolina

### **Virtual Meeting Due to COVID-19 Pandemic:**

The public may join the virtual meeting by clicking here: <https://www.youtube.com/user/cityofisleofpalms>

### **Public Comment:**

Citizens may provide public comment here:

<https://www.iop.net/public-comment-form>

## Agenda

1. **Introduction of meeting** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Reading of the Journals of Previous Meetings**
  - Regular Meeting – June 23, 2020
  - Emergency Meeting – June 26, 2020
  - Special Meeting – July 9, 2020
  - Emergency Meeting – July 15, 2020
3. **Citizens' Comments** - Citizens may submit written comments here: <https://www.iop.net/public-comment-form> Comments received prior to the meeting will be entered into the record.
4. **Reports from Standing Committees**
  - a. **Ways and Means Committee**
    - i. Consideration of engaging First Tryon in the amount of \$15,000 as financial advisor to guide and assist with proposed debt issues related to the Phase III Drainage and Marina Dock Rehabilitation projects
    - ii. Consideration of request from the IOP Water and Sewer Commission for approval of \$16M bond issue for the decommissioning and relocation of the Wild Dunes wastewater treatment plant
    - iii. Consideration of engaging Haynsworth Sinkler Boyd as real estate attorney to assist in the development of the marina restaurant lease document
    - iv. Consideration of change order in the amount of \$66,500 to

Applied Technology Management (ATM) contract for additional services related to the marina dock rehabilitation project: water/wastewater permitting, pump out grant application and construction administration services

- v. Consideration of a change order of the Thomas & Hutton contract in the amount of \$30,000 for bidding and construction services regarding the Phase III small internal drainage project projects
- vi. Consideration of a three-year extension of the Eadie's Construction Group contract for island wide drainage and ditch maintenance
- vii. Discussion and consideration of marina restaurant lease proposal from the IOP Families Investment Group

**b. Public Safety Committee**

Discussions regarding the potential changes to the managed beach parking plan:

- 1. Implementing paid parking on the existing designated public beach parking zones between 9am-6pm
- 2. Including the existing unregulated areas adjacent to the Recreation Center to the Residential Parking District

**c. Public Works Committee**

**d. Recreation Committee**

**e. Personnel Committee - No Meeting in July**

**f. Real Property Committee**

**5. Reports from City Officers, Boards and Commissions**

- a. **Accommodations Tax Advisory Committee** – no meeting
- b. **Board of Zoning Appeals** – minutes attached
- c. **Planning Commission** – minutes attached

**6. Reports from Special or Joint Committees – None**

**7. Petitions Received, Referred or Disposed of – None**

**8. Bills Already in Possession of Council**

**ORDINANCE 2020-04** – An ordinance to reduce the maximum occupancy at a short-term rental to twice the maximum overnight occupancy, not to exceed forty



people

**ORDINANCE 2020-05** – An ordinance to add conditions for the suspension of a rental business license, require an owner's representative to be physically on site within one hour of receiving a complaint and conditions for the advertisement of rentals

**ORDINANCE 2020-06** – An ordinance to include the use of consent agendas

**ORDINANCE 2020 – 07** – An ordinance to correct the lot coverage limit reduction from 40% to 35% and to 30% for properties on septic

#### 9. **Introduction of New Bills, Resolutions and Proclamations**

**ORDINANCE 2020 – 08** - An ordinance authorizing the issuance of \$16M Water and Sewer System revenue bonds for the decommissioning and relocation of the Wild Dunes Wastewater Treatment Plant

#### 10. **Miscellaneous Business**

Consideration of Memorandum of Understanding between IOP and IOPWSC  
Discussion of Marina input session  
Next meeting date: 6:00 p. m., Tuesday, August 25, 2020

11. **Executive Session** – If needed. In accordance Section 30-4-70 (a) (2) Discussion of negotiations incident to proposed contractual arrangements related to the marina restaurant lease. Upon returning to open session, Council may take action on matters discussed in Executive Session.

#### 12. **Adjournment**



**CITY COUNCIL MEETING**  
**6:00pm, Tuesday, June 23, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Popson, Streetman, Moye, Ward, Buckhannon, Bell, Pounds, and Smith, and Mayor Carroll

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Treasurer Suggs, Attorney Copeland, various department heads

**2. Readings of the Journals of Previous Meetings**

**MOTION: Council Member Streetman made a motion to approve the minutes of City Council Meeting held on May 26, 2020, the Public Hearing of May 29, 2020, and the Special City Council meeting of May 29, 2020. Council Member Bell seconded the motion. The motion passed unanimously.**

**3. Citizens' Comments – attached to these minutes**

**4. Reports from Standing Committees**

**A. Ways and Means Committee**

**i. Approval of a proposal from Thomas & Hutton in the amount of \$18,900 for the conceptual study of the Waterway Boulevard path to evaluate the feasibility of elevating the path and provide options of probable cost.**

**MOTION: Council Member Pounds made a motion to approve and Council Member Streetman seconded the motion. The motion passed unanimously.**

**ii. Approval of contract with Pleasant Places in the amount of \$70,500 for city-wide landscaping services.**

**MOTION: Council Member Pounds made a motion to approve and Council Member Popson seconded the motion. The motion passed unanimously.**

iii. **Consideration of sponsorship request from the South Carolina Aquarium in the amount of \$10,000 for the 2020 Turtle Trek 5k sunset beach run to take place on Saturday, October 10, 2020**

**MOTION: Council Member Pounds made a motion to approve, and Council Member Bell seconded the motion.**

Administrator Fragoso noted that the City has made this \$10,000 sponsorship for the past few years. However, due to changes in the budget, the ATAX Board will have only \$25,000 to award in sponsorships next year.

**MOTION: Council Member Ward made a motion to amend the amount of the sponsorship from \$10,000 to \$7,500. Council Member Bell seconded the motion.**

Council Member Smith said City Council should award the same amount recommended by the ATAX Board. Mayor Carroll noted the South Carolina Aquarium has been a great partner for the Isle of Palms for many years.

**VOTE: A vote was taken as follows:**

Ayes: Popson, Bell, Moye, Buckhannon, Ward

Nays: Streetman, Pounds, Smith, Carroll

**The motion passed 5-4.**

**VOTE: The vote on the amended motion passed unanimously.**

iv. **Consideration of a sponsorship request from the Carolina Coast Surf Club, Inc. in the amount of \$1,000 for advertising and promotion of tourism through Surfcam, including a link to the City of Isle of Palms website for beach access, parking, and traffic information**

**MOTION: Council Member Pounds made a motion to approve, and Mayor Carroll seconded the motion.**

**MOTION: Council Member Ward made a motion to amend the amount of the sponsorship from \$1,000 to \$750. Council Member Moye seconded the motion.**

Council Member Smith said City Council should be following the recommendations of the ATAX Board. Council Member Moye noted that there may be other sponsorships that the ATAX Board may not be able to provide funds to due to these budget changes. More monies can be awarded later if more funding becomes available. Administrator Fragoso noted this sponsorship supports a camera that surfers use, therefore reaching another demographic of people who visit the island. Council Member Pounds reported the Beach Reach application developed by the Council of Governments is now available.

**VOTE: A vote on the amendment was taken as follows:**

Ayes: Bell, Buckhannon, Ward, Moye, Pounds, Streetman, Popson, Carroll

Nays: Smith

**The motion passed 8-1.**

**VOTE: The vote on the amended motion passed unanimously.**

**B. Public Safety Committee**

Council Member Buckhannon reviewed the minutes of the June 4, 2020 meeting. Council Member Smith asked the Public Safety Committee to look at eliminating the parallel parking spaces on the non-oceanside of Palm Boulevard before ordering new signs. Parking at the Recreation Center was also briefly discussed.

Council Member Buckhannon said the Committee is working towards having paid parking implemented by next March. Administrator Fragoso shared the project timeline with Council members. In order for the paid parking to be successfully implemented by then, she said that staff will need direction from City Council on locations of implementation, days and times of enforcement, parking rates, and the responsibility of road shoulder management. Council Member Buckhannon said the Public Safety Committee will have recommendations to make to City Council at next month's meeting. Council Member Bell cautioned about the associated expenses involved with paid parking. Administrator Fragoso said some of those are known and included in their revenue calculations, but she will continue to look into other costs.

**C. Public Works Committee**

Council Member Pounds reviewed the minutes of the June 4, 2020 meeting.

**MOTION: Council Member Pounds made a motion to request the Planning Commission develop a plan and recommendation for the use of the City's Tree Fund. Council Member Smith seconded the motion.**

Council Member Smith also said she would like to have the Planning Commission look into using some of those monies to promote rain gardens. Council Member Popson suggested the monies be used to grind the stumps left behind on Palm Boulevard. Administrator Fragoso reported she will be attending a meeting about Dominion Energy's tree trimming practices later this week.

**VOTE: The motion passed unanimously.**

**D. Recreation Committee**

Council Member Smith reviewed the minutes of the June 1, 2020 meeting. Director Page gave an update on the phased reopening of the Recreation Center. She also reported on her efforts to secure surfing instructors for the Recreation Department. Surfing instructors need to be certified in lifeguarding and water-safety instructions as well as CPR and first aid before they can be hired, and they will have to go through the same screening procedures as other City employees. MASC requires certified instructors in order to insure the program.

**E. Personnel Committee**

Council Member Moyer briefly reviewed the minutes of the June 8, 2020 meeting. Mayor Carroll noted that City Council must be prepared to move forward with the recommendations of the Wage & Compensation study.

**F. Real Property Committee**

Council Member Buckhannon reviewed the minutes of the June 10, 2020 meeting. Administrator Fragoso reported that the City's request for funding of a walkover and observation deck at 42<sup>nd</sup> Avenue has cleared the next approval, and she expects full approval by the end of July. She anticipates be able to increase the number of handicap parking spaces available at that site.

Administrator Fragoso also referenced the City's updated website noting that the site will now host a content page for the marina that will include a chronology and timeline of changes to the marina as well as all of the responses from the community forum regarding the marina in January. She reported there will be a full report of those responses next month.

Council Member Buckhannon suggested using the product offered by True Grid to stabilize the area of proposed handicapped parking at 42<sup>nd</sup> Avenue.

**5. Reports from City Officers, Boards, and Commissions**

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

**6. Reports from Special or Joint Committees** – none

**7. Petitions Received, Referred or Disposed of** – none

**8. Bills already in Possession of Council**

**Second Reading of Ordinance 2020-03** – An ordinance to raise revenue and adopt a budget for the City of Isle of Palms, South Carolina, for the Fiscal Year beginning July 1, 2020 and ending June 30, 2020

**MOTION: Council Member Pounds made a motion to approve, and Council Member Moyer seconded the motion. The motion passed unanimously.**

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

- A. **Ordinance 2020-04** – An ordinance to reduce the maximum occupancy at a short-term rental to twice the maximum overnight occupancy, not to exceed forty people

**MOTION: Council Member Bell made a motion to approve, and Council Member Moyer seconded the motion. The motion passed unanimously.**

B. **Ordinance 2020-05** – an ordinance to add conditions for the suspension of rental business license, require an owner’s representative to be physically on site within one hour of receiving a complaint and conditions for the advertisement of rentals.

**MOTION: Council Member Bell made a motion to approve, and Council Member Moye seconded the motion. The motion passed unanimously.**

C. **Ordinance 2020-06** – an ordinance to include the use of consent agendas

**MOTION: Council Member Streetman made a motion to approve, and Council Member Pounds seconded the motion. The motion passed unanimously.**

Administrator Fragoso said this change to the City code will lead to more efficient meetings.

D. **Ordinance 2020-07** – an ordinance to correct the lot coverage limit reduction from 40% to 35% and to 30% for property on septic

**MOTION: Council Member Bell made a motion to approve, and Council Member Pounds seconded the motion. The motion passed unanimously.**

E. **Emergency Ordinance 2020-09** – an emergency ordinance including measures to protect the citizens of the Isle of Palms from the COVID-19 pandemic and changes to parking enforcement regulations.

**MOTION: Council Member Ward made a motion to approve, and Council Member Buckhannon seconded the motion.**

**MOTION: Council Member Ward made a motion instructing City staff to begin work immediately on addressing the elimination of parking on the landside of Palm Boulevard between 20<sup>th</sup> and 41<sup>st</sup> Avenues, excepting the property owners and renters in that area. Council Member Bell seconded the motion.**

Council members agreed the double and triple parking situation in that area is getting worse every weekend and is creating a safety hazard. Administrator Fragoso said, “Included in the emergency ordinance is an emergency amendment to the parking ordinance. It provides more clarity and the ability for police officers to clearly enforce the double parking. There have been some concerns about the language in the code about double parking in which officers would not be able to issue a ticket they cannot prosecute in court. So unless they witness the person double parking, they would not be able to issue that citation. So what we have presented to you all is a clear delineation of the space where parking would be available, which is between four feet off the road and fourteen feet.” That area will be marked off with spray paint.

**VOTE: The motion passed unanimously.**

Mayor Carroll read Section 8 of the proposed ordinance regarding requiring face masks in public places, and Administrator Fragoso said City Council would need to define “public places.” Council Member Streetman stated this is overreach and believes private businesses should be the ones to require face masks. Council Member Bell said it is mainly visitors that are not wearing masks. Council Member Pounds agreed it was overreach and commended the Folly Association

of Businesses for the actions they took to protect their employees and the public. Council Member Moye said that seatbelt legislation was also considered overreach at its inception and that the more we can do to stem the growth of the virus, the faster we can go back to normal. Council Member Smith agreed with Council Member Moye and said that the City should create the ordinances necessary to enforce social distancing and the wearing of masks. Council Member Popson said that the City should encourage people to wear masks but not mandate it. Mayor Carroll reported that many mayors in the state believe such an ordinance is hard for the police to enforce. Council Member Ward also stated this is overreach.

Administrator Fragoso reported that she reached out to the Harris Teeter corporate office, and they said they would not enforce a mask ordinance and would not turn anyone away not wearing a mask. She also said that no island businesses have signed up to receive the partial grant to participate in MUSC's Back-to-Business program.

**MOTION: Council Member Smith made a motion to require masks be worn in grocery store and pharmacies on the island. Council Member Bell seconded the motion. A vote was taken as follows:**

Ayes: Smith, Moye, Bell

Nays: Pounds, Ward, Buckhannon, Popson, Streetman, Carroll

**The motion failed 3-6.**

**MOTION: Council Member Pounds made a motion to remove Section 8 from Ordinance 2020-09. Council Member Popson seconded the motion. A vote was taken as follows:**

Ayes: Smith, Moye, Bell

Nays: Pounds, Ward, Buckhannon, Popson, Streetman, Carroll

**The motion passed 6-3.**

Council members discussed the other sections of the ordinance. Administrator Fragoso pointed out that this ordinance will extend the City's state of emergency which allows the City to continue to conduct virtual meetings. It also allows the City Administrator to cancel events and revoke special permits issued prior to the date on the ordinance. These measures would expire in 61 days. Council Member Buckhannon said the ordinance should also still allow for restaurants to have outdoor seating since they are only allowed to have 50% occupancy.

Administrator Fragoso noted the plastic ban waiver expires on July 8. Council Member Smith said this could be further discussed at the Public Works Committee as to how businesses should be noticed in advance of that change.

**VOTE: The vote on the amended ordinance passed unanimously.**

#### 10. **Miscellaneous Business**

The next meeting will be Tuesday, July 28, 2020 at 6:00pm.

11. **Executive Session**

**MOTION: Council Member Streetman made a motion to move into Executive Session in accordance with §30-4-70(a)(2) to receive legal advice regarding paid parking along Ocean Boulevard and short-term vacation rentals. Council Member Bell seconded the motion. The motion passed unanimously.**

City Council moved into Executive Session at 8:24pm.

City Council returned from Executive Session at 8:47pm. Mayor Carroll reported that no decisions were made.

12. **Adjournment**

Council Member Moye made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 8:47pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**EMERGENCY CITY COUNCIL MEETING**  
**3:30pm, Friday, June 26, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Popson, Streetman, Moye, Ward, Bell, Pounds, and Smith, and Mayor Carroll

Absent: Council Member Buckhannon

Staff Present: Administrator Fragoso, Attorney Copeland, various department heads

**2. Purpose** – Consideration of Emergency Ordinance 2020-10 – an ordinance requiring individuals to wear face coverings in retail and foodservice establishments

**MOTION: Council Member Bell made a motion to approve and Council Member Pounds seconded the motion.**

Administrator Fragoso reviewed the definitions of establishment, face covering, food service establishment, retail establishment found at the start of Emergency Ordinance 2020-10. She also reviewed the exceptions detailed in the ordinance. She noted that masks are not required in outdoor areas of foodservice establishments where social distancing is being practiced.

**MOTION: Council Member Bell made a motion to amend Emergency Ordinance 2020-10 under Exemptions to read “for children under age ten years old, provided that adults accompanying children age two through ten shall use reasonable efforts to cause those children to wear Face Coverings while inside the enclosed area of any Retail Establishment or Foodservice Establishment” and for the effective date of the ordinance to be July 1, 2020. Council Member Pounds seconded the motion. A vote on the amendment was taken as follows:**

Ayes: Smith, Bell, Pounds, Streetman, Moye, Carroll

Nays: Popson, Ward

**The motion passed 6-2.**

Council Member Ward noted this ordinance does not say anything about the use of hand sanitizer or washing hands. Council members noted the amount of comments, both written and spoken, they had received regarding the wearing of face masks.

Chief Cornett spoke with concern about the expectations for a small police department to enforce this ordinance as some residents may want.

**VOTE: A vote was taken on Emergency Ordinance 2020-10 as amended as follows:**

Ayes: Streetman, Bell, Pounds, Moye, Smith, Carroll

Nays: Popson, Ward

**The motion passed 6-2.**

**3. Adjournment**

Administrator Fragoso shared that Council Member Buckhannon was unable to make the meeting due to a previous commitment. Council Member Moye made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 4:01pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**SPECIAL CITY COUNCIL MEETING**  
**4:00pm, Thursday, July 9, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Popson, Streetman, Moye, Ward, Buckhannon, Bell, Pounds, and Smith (joined during Executive Session), and Mayor Carroll

Staff Present: Administrator Fragoso, City Attorney Copeland

**2. Purpose** – Discussion and consideration of marina restaurant lease proposal from the IOP Families Group

John Bushnell and Dave Lorenz of the IOP Families Group gave a presentation to the City Council that is available to watch on the recording of this meeting. They shared details of the planning process to date and the challenges they face moving forward. Their plan is to renovate the building and reduce its footprint. They also intend to improve the layout and quality of the outdoor seating area while increasing its seating capacity. They admitted financing a restaurant during the pandemic is challenging.

Mr. Bushnell and Mr. Lorenz shared their working timeline that they believe will lead to an opening of the outdoor area in late Spring 2021 and the indoor seating opened by July 4, 2021.

Conversations continue with the Marina Manager to finalize employee parking. The IOP Families Group would like for the City to consider sharing the costs of repaving two areas of the parking lot. They would also like to see considerations for golf cart and bike parking areas near the restaurant. They shared concept photos of the interior and exterior and spoke of their intent to provide a reasonably priced menu to attract repeat customers.

Council members spoke positively of the presentation and asked some clarifying questions. Administrator Fragoso said the dock rehabilitation project should run concurrently with the building renovation.

**3. Executive Session**

**MOTION: Council Member Streetman made a motion to enter into Executive Session in accordance with §30-4-70(a)(2) for the discussion of negotiations incident to proposed contractual arrangements related to the marina restaurant lease. Council Member Pounds seconded the motion.**

City Council entered into Executive Session at 4:40pm.

City Council returned from Executive Session at approximately 6:45pm. Mayor Carroll reported no decisions were made.

**MOTION: Mayor Carroll made a motion to authorize City staff to discuss with the IOP Families Group what was discussed in Executive Session. Council Member Popson seconded the motion. The motion passed unanimously.**

**4. Adjournment**

Council Member Buckhannon made a motion to adjourn, and Council Member Streetman seconded the motion. The meeting was adjourned at 6:46pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**EMERGENCY CITY COUNCIL MEETING**  
**2:30, Wednesday, July 15, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Streetman, Moye, Ward, Buckhannon, Bell, Pounds, and Smith, and Mayor Carroll

Absent: Council Member Popson

Staff Present: Administrator Fragoso, Attorney Copeland, various department heads

Others: Dr. Edward O'Bryan, MUSC

**2. Purpose - Consideration of Emergency Ordinance 2020–11, An ordinance to prohibit coolers, chairs and umbrellas on the beach, prohibit live entertainment and amplified music after 9:00 p.m., limit to 50% indoor occupancy at restaurants and bars and other emergency measures proposed for the safety and public health of the City of Isle of Palms**

Mayor Carroll reported that over 320 comments were received prior to the meeting. He said he attended a meeting of area mayors on Monday and then another meeting Tuesday with the mayors of local beaches to discuss steps to be taken to control the spread of the virus.

**MOTION: Council Member Ward made a motion to approve Ordinance 2020-11, and Council Member Streetman seconded the motion.**

**MOTION: Council Member Ward made a motion to amend Ordinance 2020-11 by striking the wording in Ordinance 2020-11 prohibiting beach chairs, coolers, and shade devices, and prohibit parking on the landside of Palm Boulevard, the finger streets of 3<sup>rd</sup>-9<sup>th</sup> avenues, and to reduce parking availability in the municipal lots by 50% effective Friday, July 17, 2020 and lasting 30 days. Council Member Streetman seconded the motion.**

Prior to voting on the amendment, Council members received an update on the virus in the South Carolina and the Greater Charleston Area from Dr. Edward O'Bryan of MUSC. Dr. O'Bryan said limiting group size is a good idea but said outdoor transmission of the virus is not as high as it is indoors. Council Member Smith expressed concern that limiting access to the beach will push people to indoor activities. Council Member Bell said limiting parking on Palm Boulevard will allow the police to better enforce social distancing in other areas. Dr. O'Bryan agreed that

avoiding crowds is a good idea but being outdoors is not as big of a risk factor. He suggested figuring out how to keep group sizes to 10 or less.

Chief Cornett said that traffic on Palm Boulevard will likely back up as people will look for spots where they normally park. He said additional BSOs on the beach may or may not be possible until he observes what beach visitors do. Council Member Bell said something aggressive with regards to parking needs to be done to get a handle on parking and daytrippers.

Chief Cornett also said that social distancing is not an issue from 21<sup>st</sup>-41<sup>st</sup> Avenues like some may think.

Council Member Pounds suggested using electric signage, the Beach Reach phone app, and social media to make people aware of the parking restrictions.

**VOTE: A vote was taken on the amendment as follows:**

Ayes: Streetman, Bell, Pounds, Buckhannon, Moye, Ward, Carroll  
Nays: Smith

**The motion passed 7-1.**

**MOTION: Council Member Buckhannon made a motion to amend Ordinance 2020-11 by making parking along Hartnett Boulevard between 27<sup>th</sup> and 29<sup>th</sup> avenues and the Recreation Center resident parking only for the next 30 days. Council Member Streetman seconded the motion. The motion passed unanimously.**

**MOTION: Council Member Bell made a motion to amend Ordinance 2020-11 by eliminating parking along both sides of Palm Boulevard for the next 30 days with 24/7 enforcement, while allowing for properly decaled residents to park in that area.**

Council Member Smith expressed concern about the unwelcoming nature of the parking restrictions especially when being outdoors is encouraged by medical professionals. Council Member Ward noted the restrictions are only for 30 days.

**VOTE: A vote was taken on the amendment as follows:**

Ayes: Streetman, Bell, Pounds, Moye, Ward, Carroll  
Nays: Smith, Buckhannon

**The motion passed 6-2.**

**MOTION: Council Member Bell made a motion to amend Ordinance 2020-11 by allowing for properly licensed businesses to park where work is being conducted as long as proper signage is displayed in the vehicle. Council Member Streetman seconded the motion. The motion passed unanimously.**

Council members briefly discussed whether further restrictions on restaurants and bars would be necessary at this time.

**MOTION: Mayor Carroll made a motion to amend Ordinance 2020-11 by requiring the City to provide parking signage for members of the Turtle Team. Council Member Bell seconded the motion. The motion passed unanimously.**

**VOTE: A vote was taken on Ordinance 2020-11 as amended as follows:**

Ayes: Ward, Pounds, Smith, Streetman, Bell, Moye, Carroll

Nays: Buckhannon

**The motion passed 7-1.**

### **3. Adjournment**

Council Member Buckhannon made a motion to adjourn, and Council Member Streetman seconded the motion. The meeting was adjourned at 3:50pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Ways & Means Committee Meeting**  
**6:00pm, Tuesday, July 21, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to Order**

Present: Council members Pounds, Streetman, Popson, Bell, Buckhannon, Smith, Moye, Ward, and Mayor Carroll

Staff Present: Asst. Administrator Hanna, Treasurer Suggs, Attorney Copeland, various City Department heads

Also present: Jon Chalfie, General Manager Chris Jordan, Chairman Jay Leigh, Vice Chairman Curtis Helfrich, Dana Love, Mark Yodice, Frank Davis

**2. Approval of previous meeting's minutes – May 19, 2020**

Council Member Streetman made a motion to approve the minutes as amended, and Council Member Moye seconded the motion. The motion passed unanimously by consent.

**3. Citizen's Comments**

Sandy Ferencz, 4 Seahorse Court, expressed concern about the excess revenues in the budget and the budgeting process. She also posed several questions about the Water & Sewer Commission's request for an approval of a \$16M bond. She encouraged Council to get answers to these questions before approving the bond request.

James Smiley, 16 44<sup>th</sup> Avenue, asked to have Citizens' Comments read into the record at all City meetings while they are being held virtually.

William Mills, 7 Seahorse Court, wrote in support of the STR software Granicus.

**4. Financial Statements – Treasurer Suggs**

Treasurer Suggs reviewed the financial reports with Committee members. Revenues for FY20 should end the year \$2M under budget, all due to negative impacts of the COVID-19 virus. Expenditures are also come in under budget for FY20. The cash fund balance is \$20M. There was a lot of deferred spending in FY20 due to the virus, which means the fund balance could be affected next year when that spending is incurred. Overall, Treasurer Suggs said the City has weathered the impact of the virus very well. She does not anticipate receiving ATAX monies from the county, but she said if the county does better than expected on those collections, they will disperse accordingly.

Treasurer Suggs then reviewed the tourism schedules, all of which are down compared to FY19 levels.

There were two payments totaling approximately \$1M in June for the Public Safety Rehabilitation project. No spending was incurred on the Phase III drainage project in June.

5. **Old Business** – none

6. **New Business**

A. **Consideration of request from the IOP Water & Sewer Commission for approval of \$16M bond issue for the decommissioning and relocation of the Wild Dunes wastewater treatment plant**

**MOTION: Mayor Carroll made a motion to approve, and Council Member Streetman seconded the motion.**

Water & Sewer Commission General Manager Chris Jordan and Chairman Jay Leigh gave a presentation to the Ways & Means Committee about their request and the need for a \$16M bond to decommission and relocate the Wild Dunes Wastewater Treatment Plant. He discussed the rate increase, a timeline for the consolidation, the benefits of consolidation, the potential consequences of delaying the project, the process of decommissioning the older treatment plant, and breakdown of the project costs. He noted the FEMA grant for the project expires in April 2021.

General Manager Jordan said, “The ultimate design was done in anticipation of possibly one day sewerage the island, and the reason that the Forest Trail site was picked was because we had the land there to do the actual construction. We didn’t have enough land at Forest Trail. And the membrane process was chosen because of the small footprint to get a lot of treatment in a small area.”

Council Member Bell expressed concern about the costs of the project being burdensome to the sewer customers and not water customers. General Manager Jordan pointed out the industry practice is not to comingle water and sewer funds. Chairman Leigh shared that the Commission is in the beginning stages of discussing the creation of a fund to help customers with the financial burden of connecting to the sewer system. Mr. Frank Davis, who conducted the rate study, explained how the rate increase pays for the new bond.

Mark Yodice, engineer with Thomas & Hutton, said there is a larger cost for doing nothing at this time. He said when the new plant is functional, the costs to make incremental additions to the system will be minimal.

After a brief discussion, it was decided that the newly signed MOU would be reviewed by the Planning Commission in between First and Second readings of the bond approval.

**VOTE: The motion passed unanimously to send the bond request to the City Council for First Reading.**

**B. Consideration of renewal of a contract with Granicus for STR Helper software**

**MOTION: Council Member Bell made a motion to approve, and Council Member Popson seconded the motion.**

Director Kerr said the City has been using the software, originally purchased last fall, for a few months, and it identified approximately 140 potential violations. Letters were sent to all. About 50 came back as misidentified, but approximately 40 were found to be in violation. Those identified properties led to the City collecting nearly \$25,000 in fees and fines.

Director Kerr said the software company had anticipated a significant increase in the annual cost of the software but offered a discounted rate of \$15,000. He believes this to be a good value and continue to work to the benefit of the City.

**VOTE: The motion passed unanimously.**

**C. Consideration of engaging First Tryon as financial advisor to guide and assist with proposed debt issues related to the Phase III Drainage and Marina Dock Rehabilitation projects**

**MOTION: Council Member Smith made a motion to approve, and Council Member Streetman seconded the motion.**

Council Member Pounds reminded Committee members that First Tryon had made a presentation back in the fall that was related to helping with budgeting scenarios in light of future bond issues. This request is to engage their services to help with the debt issues specifically related to the Phase III Drainage and Marina Dock Rehabilitation projects. He reported that he met with them along with Administrator Fragoso and Treasurer Suggs. The cost for this service will not exceed the \$15,000 in the budget.

Several Committee members expressed concern about the lack of an RFP process in this instance as well as a disliking of First Tryon's earlier presentation to City Council. Council Member Ward noted that many of Committee members' concerns are addressed in the sample engagement letter provided in the packet. Council Member Smith removed her motion to approve, and Council Member Streetman removed his second. The matter will be on next week's City Council agenda.

**D. Consideration of engaging Haynsworth Sinkler Boyd as a real estate attorney to assist in the development of the marina restaurant lease document**

**MOTION: Council Member Moyer made a motion to approve, and Council Member Bell seconded the motion.**

Attorney Copeland said Haynsworth, Sinkler, Boyd do this sort of work for municipalities and she believes them to be a good fit for the City. Their hourly rate is approximately \$250, and she did not expect this work to take more than 25 hours. Mr. Jon Chalfie said he would like to have the attorneys draft the lease and believed 25 hours to be more than enough time for them to review a lease.

**VOTE: The motion passed unanimously.**

**E. Consideration of a change order in the amount of \$66,500 to Applied Technology Management (ATM) contract for additional services related to the marina dock rehabilitation project: water/wastewater permitting, pump out grant application, and construction administration services**

**MOTION: Council Member Buckhannon made a motion to approve, and Council Member Streetman seconded the motion. The motion passed unanimously.**

**F. Discussion of Dominion Energy's Non-Standard Service Fund and discussion of development of a cutting agreement between the City and DE ahead of next tree trimming cycle**

Council Member Pounds suggested having the Public Works Committee develop a strategy for working with Dominion Energy on future tree trimmings and come up with a plan as to how best utilize the non-standard service fund. Council Member Buckhannon advocated for some of the monies to be used to underground the electrical wires across the island.

**G. Discussion and consideration of marina restaurant lease proposal from the IOP Families Investment Group**

Mr. Chalfie reported that there have been some recent negotiating sessions with the IOP Families Group that have "moved the needle" in the last 10 days.

**7. Miscellaneous Business**

The next meeting of the Ways & Means Committee will be Tuesday, August 18, 2020 at 6:00pm.

**8. Executive Session**

**MOTION: Council Member Streetman made a motion to go into Executive Session in accordance with §30-4-70 of the Freedom of Information Act for discussion of contractual negotiations related to the marina restaurant lease proposal and to receive legal advice. Council Member Moye seconded the motion. The motion passed unanimously.**

The Ways & Means Committee moved into Executive Session at 7:36pm.

The Ways & Means Committee returned from Executive Session at 8:36. Council Member Pounds said no decisions were made.

**MOTION: Council Member Buckhannon made a motion to continue discussions with the IOP Families Groups as discussed in Executive Session. Council Member Bell seconded the motion. The motion passed unanimously by consent.**

**9. Adjournment**

Council Member Buckhannon made a motion to adjourn and Council Member Moye seconded the motion. The meeting was adjourned at 8:37pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



DAVID CHEATWOOD, Managing Director

1355 Greenwood Cliff, Suite 400

Charlotte, NC 28204

*Phone:* (704) 926-2447

*Email:* [dcheatwood@firsttryon.com](mailto:dcheatwood@firsttryon.com)

## Introduction to First Tryon Advisors

# Overview of the Firm

## Overview of First Tryon Securities, LLC

- Founded twenty years ago and headquartered in Charlotte, North Carolina, First Tryon Securities, LLC is a regionally focused independent, privately owned securities firm.
- The firm is registered with both the Municipal Securities and Rulemaking Board and the Securities and Exchange Commission. First Tryon employs 25 registered representatives with an average of 21 years' experience.

## First Tryon Advisors

- First Tryon Advisors is a business of First Tryon Securities, LLC and operates as the Financial Advisory arm of the firm.
- First Tryon Advisors has a full service financial advisory practice serving the needs of cities, towns, school districts, counties, utilities, colleges/universities, hospitals and not-for-profits in the Southeast region.
- First Tryon does not serve as an underwriter and only provides financial advisory services to our clients.

## Municipal Sales & Trading Desk

- The financial advisory team at First Tryon has access to real-time market information for tax exempt and taxable securities through our trading platform.
- Our desk assists our clients when pricing bonds in the public markets – ensuring the proposed spreads provide the best deal for the client.
- First Tryon's annual trade volume exceeds \$2 billion in par amount.

## Office Locations

- The firm has offices in Atlanta (GA), Boone (NC), Charlotte (NC), and Sterling (VA).



# Resources Available

- In addition to having one of the **deepest benches of professionals serving clients in the Southeast Region**, our firm provides clients access to the **resources of a national firm**, including industry leading software, applications and databases, detailed below:

## External Resources - Subscription Based

✓	<b>Bloomberg</b>	▪ <b>Bloomberg</b> enables professionals in finance and other industries to access, monitor and analyze real-time financial market data and place trades on the electronic trading platform.
✓		▪ Producers of <b>DBC Finance</b> - the industry-leading bond structuring and reporting software application for municipal finance. It enables our firm to structure bond issues and perform refunding analyses.
✓	<b>MOODY'S</b>	▪ The <b>Moody's MFRA</b> database contains financial data and operating credit statistics for an issuer's peers, providing clients with the insight needed to understand what drives credit ratings.
✓	 THOMSON REUTERS	▪ Producers of <b>SDC Platinum</b> - which provides detailed information on new issues, mergers and acquisitions, syndicated loans, private equity, and more for the global financial marketplace.
✓	 THOMSON REUTERS	▪ Producers of <b>The Municipal Market Monitor (TM3)</b> - which provides a comprehensive source for critical market information.

## Internal Resources – Including Proprietary Models

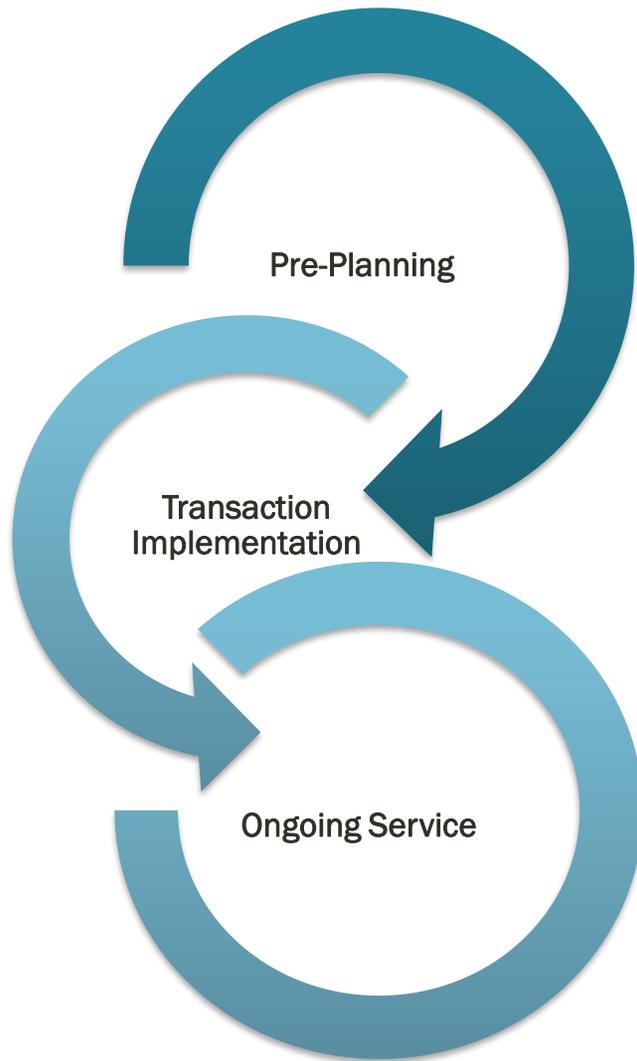
✓	<b>Municipal Market Trading Desk</b>	▪ The First Tryon Advisors team has access to real-time market information for tax exempt and taxable securities through our secondary trading platform – annual trade volume exceeds \$2 billion
✓	<b>Capital Planning Model</b>	▪ The Capital Planning model is a tool developed by First Tryon that gives entities the ability to forecast the financial impact of funding capital projects over both near-term and a long-term horizon, on a project by project basis.
✓	<b>Pricing Database</b>	▪ The Pricing Model is a tool developed by First Tryon to help evaluate and compare pricing on a public market bond sale.
✓	<b>Credit Impact Analysis</b>	▪ First Tryon has developed credit models for issuers to not only illustrate the historical trend in key financial ratios, but also to run various scenarios in unison with our detailed financial analysis.
✓	<b>Refunding Monitoring</b>	▪ First Tryon actively monitors for refunding or restructuring opportunities through maintenance of updated debt portfolio database.

# First Tryon Competitive Advantage

Banker Experience	Firm Resources	Accessibility	Enthusiasm
<ul style="list-style-type: none"><li>▪ The bankers at First Tryon have tremendous experience in the Carolinas, particularly, as our team members have served as Financial Advisor to:<ul style="list-style-type: none"><li>▪ City of Charleston</li><li>▪ Town of Mount Pleasant</li><li>▪ City of North Charleston</li><li>▪ Town of Sullivan’s Island</li><li>▪ Town of Pawleys Island</li><li>▪ City of Folly Beach</li><li>▪ Town of Summerville</li><li>▪ City of Greenville</li><li>▪ City of Rock Hill</li><li>▪ City of Myrtle Beach</li><li>▪ City of West Columbia</li><li>▪ Charleston County</li><li>▪ Dorchester County</li><li>▪ Berkeley County</li><li>▪ Horry County</li><li>▪ Florence County</li></ul></li></ul>	<ul style="list-style-type: none"><li>▪ Customized analytical approach to providing advisory services</li><li>▪ In-house proprietary models include:<ul style="list-style-type: none"><li>▪ Pricing Model</li><li>▪ Capital Planning Model</li><li>▪ Economic Dev Impact models</li><li>▪ Rating scorecard analysis</li><li>▪ Enhanced refunding model and debt profile maintenance</li></ul></li></ul>	<ul style="list-style-type: none"><li>▪ One of the largest municipal advisory firm in the Carolinas with 12 registered municipal advisors located in Charlotte</li><li>▪ Value high touch relationship – in person meetings and regular conference calls</li><li>▪ Team approach to providing advisory services – client will always have access to multiple senior level advisors</li></ul>	<ul style="list-style-type: none"><li>▪ Client service embedded into our mission statement</li><li>▪ Always seek solutions that are relevant and make sense for our clients</li><li>▪ Decades of fostering positive relationships with industry professionals to help our clients</li><li>▪ Client service proven by growth in the number of clients</li></ul>

# First Tryon's Approach / Role of a Financial Advisor

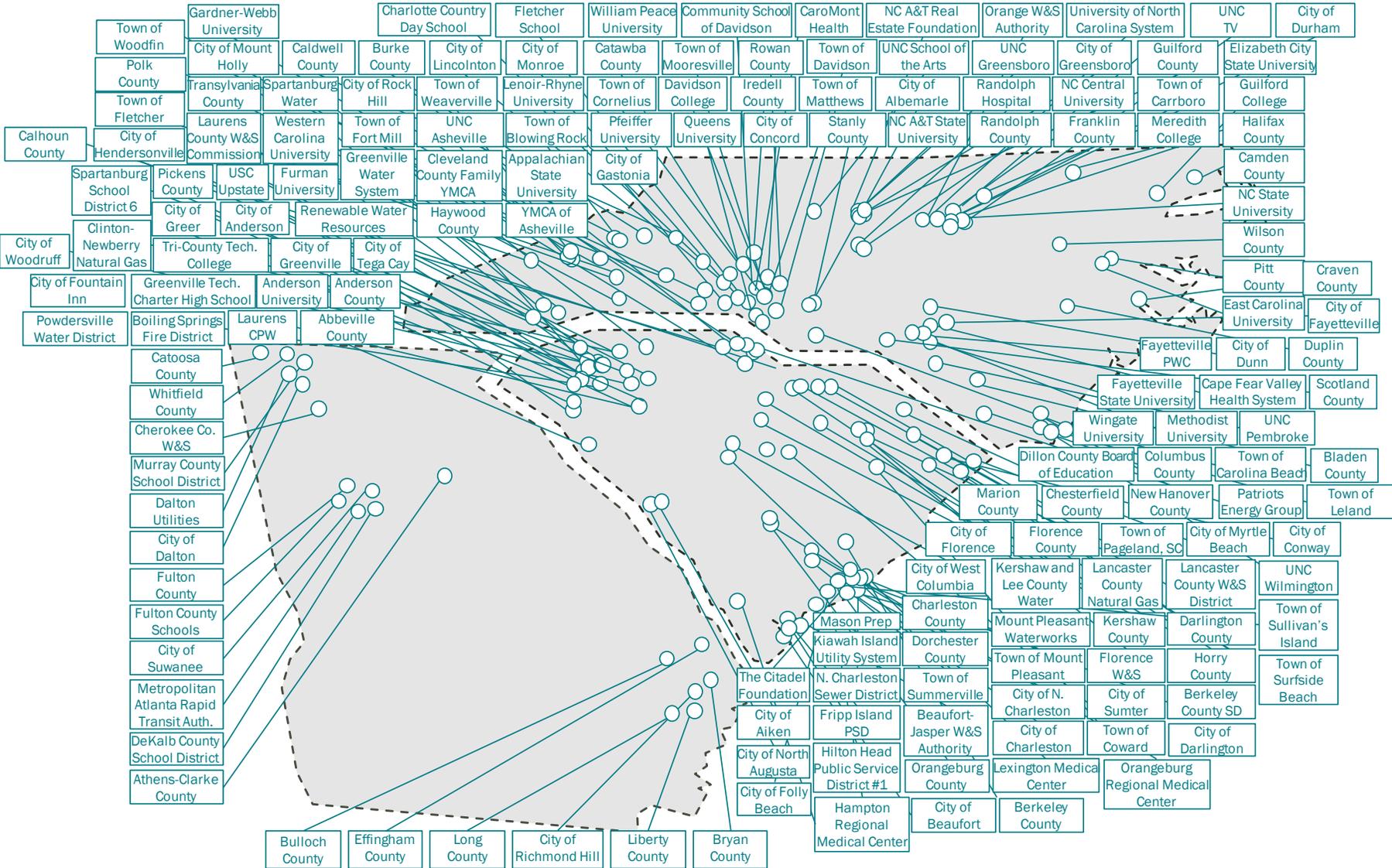
- First Tryon takes a three pronged approach to servicing its clients needs:



- **Pre-Planning**
  - Understanding Client's short and long term objectives
  - Debt Capacity/Affordability
  - Debt Modeling
  - Evaluation of Financing Alternatives
  - Credit Strategy
  - Monitor refinancing opportunities
  - Apprise Client of market conditions
- **Transaction Implementation**
  - Develop financing schedule
  - Assist with procurement of additional professionals
  - Coordinate meetings with the working group
  - Review bond/closing documents
  - Coordinate meetings/calls with rating agencies, prepare rating presentations (public market transaction)
  - Prepare bank RFP
  - Distribute bank RFP to list of local, regional and national banks
  - Actively engage banks during RFP process and answer questions
  - Coordinate bond sale (public market)
  - Run all numbers necessary for bond / tax documents
- **Ongoing Service**
  - Rating surveillance and credit matters
  - Monitor refinancing opportunities
  - Keep Client informed of new regulations, economic conditions, rating agency news that may impact the Client
  - Evaluate underwriter / bank ideas or proposals as requested
  - Attend or present at meetings as requested

# First Tryon Advisors Experience

- The team at First Tryon Advisors has a tremendous amount of experience serving clients in the Southeast.



# Financial Advisory Clients

## South Carolina Cities

Aiken, City of  
Anderson, City of  
Beaufort, City of  
Charleston, City of  
Cheraw, Town of  
Clover, Town of  
Conway, City of  
Coward, Town of  
Florence, City of  
Folly Beach, City of  
Fort Mill, Town of  
Fountain Inn, City of  
Goose Creek, City of  
Greenville, City of  
Greer, City of  
Jackson, Town of  
Johnsonville, City of  
Kiawah Island, Town of  
Mount Pleasant, Town of  
Myrtle Beach, City of  
North Augusta, City of  
North Charleston, City of  
Pageland, Town of  
Pawley's Island, Town of  
Rock Hill, City of  
Sullivan's Island, Town of  
Sumter, City of  
Summerville, Town of  
Tega Cay, City of  
West Columbia, City of  
Woodruff, City of

## South Carolina Counties

Abbeville County  
Allendale County  
Anderson County  
Berkeley County  
Calhoun County  
Charleston County  
Chesterfield County  
Darlington County  
Dorchester County  
Fairfield County  
Florence County  
Horry County  
Kershaw County  
Marion County  
McCormick County  
Orangeburg County  
Pickens County  
Richland County

## South Carolina Utilities

Beaufort-Jasper W&S  
Boiling Springs Fire District  
Cassatt Water System  
City of Florence W/S  
City of West Columbia W&S  
Clinton-Newberry Natural Gas  
Darlington County W&S  
Fairfield County Joint W&S Authority  
Greenville Water  
Greenwood Metropolitan District  
Isle of Palms W&S  
Laurens CPW  
Laurens County W&S  
MetroConnects (Greenville County)  
Mount Pleasant Waterworks  
North Charleston Sewer District  
Patriots Energy Group  
Richland County Recreation Commission  
Spartanburg Water  
Summerville CPW  
Renewable Water Resources  
Tega Cay Utilities  
Town of Kiawah Island  
York County Natural Gas Authority

## South Carolina School Districts

Berkeley County School District  
Spartanburg Count School District No. 6

## North Carolina Counties

Bladen County  
Burke County  
Caldwell County  
Camden County  
Catawba County  
Columbus County  
Craven County  
Duplin County  
Guilford County  
Halifax County  
Haywood County  
Iredell County  
New Hanover County  
Pitt County  
Polk County  
Randolph County  
Rowan County  
Scotland County  
Stanly County  
Transylvania County

## North Carolina Cities

Aberdeen, Town of  
Albemarle, City of  
Blowing Rock, Town of  
Carolina Beach, Town of  
Carrboro, Town of  
Concord, City of  
Cornelius, Town of  
Davidson, Town of  
Durham, City of  
Dunn, City of  
Fayetteville, City of  
Fletcher, Town of  
Gastonia, City of  
Greensboro, City of  
Hendersonville, City of  
Leland, Town of  
Lincolnton, City of  
Lowell, City of  
Matthews, Town of  
Marvin, Village of  
Monroe, City of  
 Mooresville, Town of  
Mount Holly, City of  
Thomasville, City of  
Weaverville, Town of  
Woodfin, Town of

## North Carolina Utilities

Albemarle, City of  
Blowing Rock, Town of  
Buncombe County Metropolitan Sewer District  
Carolina Beach, Town of  
Concord, City of  
Fayetteville PWC  
Gastonia, City of  
Lincolnton, City of  
Monroe, City of  
Orange W&S Authority  
Yadkin Valley Sewer Authority

## Transportation

Metropolitan Atlanta Rapid Transit Auth

## Carolinas Not-For-Profit

Riverbanks Zoo  
YMCA of Greenville, South Carolina  
YMCA of Western NC

## Healthcare

Cape Fear Valley Health Sys  
Carolina Adventist Retirement System  
CaroMont Health  
Galloway Ridge at Fearington  
Hampton Regional Medical Center  
Lexington Medical Center  
McLeod Health  
Pardee UNC Health Care  
Regional Med. Ctr. (Orangeburg, SC)

## Higher Education - Publics

Appalachian State University (NC)  
East Carolina University (NC)  
Elizabeth City State University (NC)  
Fayetteville State University (NC)  
North Carolina A&T State University (NC)  
North Carolina Central University (NC)  
North Carolina State University (NC)  
North Carolina School of Science & Math  
Stanly Community College (NC)  
UNC Asheville (NC)  
UNC Chapel Hill (NC)  
UNC Greensboro (NC)  
UNC Pembroke (NC)  
UNC School of the Arts (NC)  
UNC System (NC)  
UNC Wilmington (NC)  
The Citadel Foundation (SC)  
Western Carolina University (NC)

## Higher Education - Privates

Anderson University (SC)  
Brevard College (NC)  
Centenary College (LA)  
Davidson College (NC)  
Elon University (NC)  
Furman University (SC)  
Guilford College (NC)  
Lenoir-Rhyne (NC)  
Meredith College (NC)  
Methodist University (NC)  
Mount Olive (NC)  
Pfeiffer University (NC)  
Queens University of Charlotte (NC)  
William Peace University (NC)  
Wingate University (NC)

## Private K-12

Charlotte Country Day School (NC)  
Greenville Tech. Charter High School (SC)  
Fletcher School (NC)  
Community School of Davidson (NC)

## Georgia Local Government

Athens-Clarke County  
Bulloch County  
Butler, City of  
Fulton County  
DeKalb County School District  
Murray County School District  
Suwanee, City of  
Whitfield County

## Georgia Utility

Cherokee County W&S  
Dalton Utilities

# Financial Advisory Team

## Financial Advisory Team

<p><b>Walter Goldsmith</b>  <b>Managing Director</b>          Local Government Expertise          Direct: (704) 926-2453          wgoldsmith@firsttryon.com</p>	<p><b>David Cheatwood</b>  <b>Managing Director</b>          Local Government Expertise          Direct: (704) 926-2447          dcheatwood@firsttryon.com</p>	<p><b>Don Ubell</b>  <b>Managing Director</b>          Local Government Expertise          Direct: (704) 831-5204          dubell@firsttryon.com</p>	<p><b>Amy Vitner</b>  <b>Managing Director</b>          Local Government &amp; Utility Expertise          Direct: (704) 926-2457          avitner@firsttryon.com</p>
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- 21 Years Experience
- Specialized Local Government and Utility System Banker in the Carolinas
- Experience includes Charleston County, Horry County, Berkeley County, City of Florence, City of Greenville, City of Charleston

- 14 Years Experience
- Specialized Local Government and Utility System Banker in the Carolinas
- Experience includes: Dorchester County, Berkeley County, Town of Mount Pleasant, City of Myrtle Beach, City of North Charleston, City of Rock Hill, City of West Columbia

- 36 Years Experience
- Specialized Local Government Banker in the Carolinas
- Before joining, Don was a partner at Parker Poe, where he advised local governments in a wide variety of tax-exempt transactions.

- 22 Years Experience
- Government Banker in the Carolinas
- Experience includes: McCormick County, Charleston County, Horry County, City of Greenville, City of Florence, City of Sumter

**Robert Hobson**  
**Managing Director**  
 Higher Ed. & Local Gov't Expertise  
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**Sean Williams**  
**Analyst**  
 Analytical Support  
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 swilliams@firsttryon.com

# Team Resumes



**Walter Goldsmith**  
 Managing Director  
 Local Government Expertise

1355 Greenwood Cliff, Suite 400  
 Charlotte, NC 28204  
*Direct:* (704) 926-2453  
*Mobile:* (704) 785-5777  
*Email:* wgoldsmith@firsttryon.com

## Biography

- Mr. Goldsmith has over 21 years public finance experience directly serving tax-exempt borrowers in Georgia, North Carolina and South Carolina. In his role as a financial advisor, he assists clients in determining their available debt capacity, obtaining credit ratings for their bonds, structuring bond issues, and coordinating the issuance of the bonds. Before joining First Tryon Advisors, Mr. Goldsmith was the manager of Davenport’s Charlotte, North Carolina office.

## Representative SC Experience

Charleston, SC	Tega Cay, SC
Moncks Corner, SC	Sumter, SC
Florence, SC	Horry County, SC
Greenville, SC	Richland County, SC
North Augusta, SC	Mount Pleasant Water

## Education

- B.S. Clemson University

## Licenses

- General Securities Representative License (Series 7)
- Uniform Securities Agent License (Series 63)
- General Principals License (Series 24)
- Municipal Securities Representative (Series 52)
- Municipal Advisor Representative (Series 50)



**David Cheatwood**  
 Managing Director  
 Local Government Expertise

1355 Greenwood Cliff, Suite 400  
 Charlotte, NC 28204  
*Direct:* (704) 926-2447  
*Mobile:* (704) 582-9887  
*Email:* dcheatwood@firsttryon.com

## Biography

- Mr. Cheatwood has over 14 years public finance experience directly serving tax-exempt borrowers in Georgia, North Carolina and South Carolina. In his role as a public finance banker, he provides clients with a wide range of services including evaluating debt capacity, structuring bond issues, monitoring refunding/restructuring opportunities, obtaining credit ratings, and coordinating the bond issuance process.

## Representative SC Experience

Charleston, SC	Folly Beach, SC
Mount Pleasant, SC	Myrtle Beach, SC
Sullivan’s Island, SC	Rock Hill, SC
North Charleston, SC	Berkeley County, SC
Summerville, SC	Dorchester County, SC

## Education

- B.S. UNC Chapel Hill
- J.D. UNC Chapel Hill

## Licenses

- General Securities Representative License (Series 7)
- Uniform Securities Agent License (Series 63)
- Municipal Advisor Representative (Series 50)

# Recent South Carolina Experience

 <p><b>Florence, SC</b> \$6,275,000*</p> <p><b>General Obligation Bond</b></p> <p>New money 9/10/2020 Bank Placement Tax-Exempt NR</p>	 <p><b>Florence, SC</b> \$2,225,000*</p> <p><b>General Obligation Refunding Bond</b></p> <p>Refunding 9/10/2020 Bank Placement Tax-Exempt NR</p>	 <p><b>Folly Beach, SC</b> \$2,700,000*</p> <p><b>General Obligation Bond</b></p> <p>New money 8/12/2020 Bank Placement Tax-Exempt NR</p>	 <p><b>Greer, SC</b> \$8,000,000</p> <p><b>General Obligation Bond</b></p> <p>New money 7/23/2020 Bank Placement Tax-Exempt NR</p>
 <p><b>Charleston, SC</b> \$11,665,000</p> <p><b>General Obligation Refunding Bond</b></p> <p>Refunding 6/3/2020 Bank Placement Tax-Exempt NR</p>	 <p><b>Charleston, SC</b> \$5,545,000</p> <p><b>General Obligation Bond Anticipation Note</b></p> <p>New money 6/3/2020 Bank Placement Taxable NR</p>	 <p><b>Anderson, SC</b> \$1,588,000</p> <p><b>General Obligation Refunding Bond</b></p> <p>Refunding 5/28/2020 Bank Placement Tax-Exempt NR</p>	 <p><b>Mount Pleasant, SC</b> \$8,141,000</p> <p><b>General Obligation Refunding Bond</b></p> <p>Refunding 5/12/2020 Bank Placement Tax-Exempt NR</p>

\*Preliminary par amount

# Disclaimer

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First Tryon Advisors is a business of First Tryon Securities LLC. This communication is for informational purposes only and should not be construed as an offer or solicitation to sell or buy any securities. This material does not provide tax, regulatory, accounting, or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory, and accounting characteristics and consequences, of the proposed transaction.

Any proposal included in this communication is confidential information of First Tryon Securities, LLC and is solely for the benefit of the recipient(s), and the recipient(s) is (are) not authorized to sell, redistribute, forward or deliver this communication to any other person without the prior written consent of First Tryon Securities, LLC.

The statements within this material constitute the views, perspective and judgment of First Tryon Securities LLC at the time of distribution and are subject to change without notice. First Tryon Securities, LLC gathers its data from sources it considers reliable; however, it does not guarantee the accuracy or completeness of the information provided within this communication. The material presented reflects information known to First Tryon Securities, LLC at the time this communication was prepared, and this information is subject to change without notice. First Tryon Securities, LLC makes no warranties regarding the accuracy of this material.

Any forecasts, projections, or predictions of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue, and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or performance. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes only to simplify the presentation and/or calculation of any projections or estimates, and First Tryon Securities LLC does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated projections will be realized or that actual performance results will not materially differ from those estimated herein.

Neither FINRA nor any other regulatory organization endorses, indemnifies, or guarantees First Tryon Securities, LLC's business practices, selling methods, any class or type of securities offered, or any specific security.

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement (this “**Agreement**”) is made by and between the City of Isle of Palms, South Carolina (the “**Client**”) and First Tryon Securities, LLC, d/b/a First Tryon Advisors (“**First Tryon**”), as of the date acknowledged and accepted by the Client below (the “**Effective Date**”).

In consideration of the mutual covenants contained in this Agreement, the parties hereby agree with respect to financial advisory services to be provided by First Tryon to the Client as follows:

### SERVICES

First Tryon, as an independent contractor and not as an employee, shall provide financial advisory services to the Client as specified from time to time in the work order or work orders in the form attached to this Agreement as Exhibit A (collectively, if more than one, the “**Work Order**”), perform all work and deliver all requisite work product (the “**Deliverables**”) in connection therewith (collectively, together with the Deliverables, the “**Services**”). First Tryon agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. As part of such Services, Client may periodically request reasonable written reports concerning First Tryon’s progress, project status and other matters pertaining to the Services, and First Tryon shall promptly provide such reports to Client at no additional charge. In addition, First Tryon shall be available to meet with Client for review of all aspects of this Agreement pertaining to the performance of Services.

Client may, from time to time, request that First Tryon perform additional Services (“**Additional Services**”). If First Tryon accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing a new or revised Work Order in the form of Exhibit A. The Additional Services shall be considered “**Services**” under this Agreement and shall be performed in accordance with, and subject to the terms and conditions of, this Agreement and the Work Order specifying the Services to be performed.

Nothing contained in this Agreement shall constitute making or appointing First Tryon an agent of the Client. First Tryon shall not (a) hold itself out contrary to the terms of this Agreement; (b) enter into any agreement on behalf of the Client or bind the Client in any way; or (c) make any representation, agreement, act or commission contrary to the terms of this Agreement.

The parties agree that Affiliates (as defined below) of First Tryon and Affiliates of Client may execute Work Orders in accordance with the provisions of this Agreement. In such event, the applicable Affiliate of such party executing any Work Order shall, for purposes of such Work Order, be considered “**First Tryon**” and the “**Client**” as those terms are used in this Agreement, insofar as it relates to any such Work Order, shall be deemed to be a two-party agreement between First Tryon or its applicable Affiliate on the one hand and Client or its applicable Affiliate on the other hand. As used in this Agreement, an “**Affiliate**” of an entity is another person or entity which controls, is controlled by or is under common control with such entity, and the term “**control**” of an entity shall mean the power to unilaterally direct the policies and management of such entity, whether through the ownership of voting securities or otherwise.

### CLIENT MATTERS

With respect to any matter described in this Agreement, nothing in this Agreement shall limit the Client’s unqualified right, in the Client’s discretion, (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by First Tryon; or (b) to make any decision the Client deems to be in the best interests of the Client.

The Client represents that (a) has taken all necessary action to authorize the Client’s execution, delivery and performance of this Agreement and (b) has obtained all consents, approvals and authorizations of any governmental or regulatory authority necessary for the Client’s execution and delivery of this Agreement and the performance of its obligations under this Agreement.

## **TERM**

This Agreement shall commence on the Effective Date and thereafter shall remain in effect unless terminated in accordance with the provisions under the “**TERMINATION**” heading below. First Tryon shall render Services to Client for the period (the “**Term**”) set forth in the applicable Work Order.

## **PERSONNEL**

First Tryon’s Services under this Agreement shall be rendered solely by (a) its individual employees or (b) individuals or entities that are not employees of First Tryon that have been engaged by First Tryon to perform Services under this Agreement on First Tryon’s behalf (collectively, the “**Third Parties**”), in each case as specified in the Work Order (collectively, the “**Personnel**”). First Tryon represents all such Personnel are qualified to perform the Services and have been assigned by First Tryon to work with the Client pursuant to this Agreement. First Tryon certifies that after hiring an employee to work in the United States, First Tryon shall verify the work authorization of the employee through E-Verify (or any replacement procedure).

## **FEES**

Upon the performance by First Tryon of all of its obligations under this Agreement and in an applicable Work Order, and as full compensation for Services performed by First Tryon to Client, Client agrees to pay to First Tryon, and First Tryon agrees to accept, a fee for Services as rendered on the basis set forth in the Work Order. In no event shall Client be obligated to pay any fees accrued in excess of the estimated cost set forth in the Work Order, or accrued in respect of services not described in the Work Order, without the written consent of Client.

In establishing fees, First Tryon takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

Unless specifically provided otherwise in the applicable Work Order, First Tryon shall invoice Client upon completion of the Services performed under the applicable Work Order. Invoices will be paid within 30 days of Client’s receipt and acceptance of a proper invoice in accordance with the applicable Work Order.

If First Tryon is requested by the Client or required by subpoena or similar legal process to produce First Tryon’s materials or Personnel with respect to Services for the Client, provided that First Tryon is not a party to the proceeding, then the Client will reimburse First Tryon for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of First Tryon’s outside counsel incurred as a result of such request.

## **TERMINATION**

Client shall have the right to terminate any or all of the Services, any or all Work Orders or this Agreement without cause and in its sole discretion upon 30 days’ prior written notice to First Tryon.

In the event of any termination of any Services, Work Order or this Agreement as set forth above, the Client shall pay First Tryon only for those Services performed, and reimbursable expenses incurred, before the effective date of termination; provided, however, that the Client shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date. Upon termination of this Agreement, First Tryon and the Client shall be relieved of any further obligations under this Agreement.

## **MISCELLANEOUS**

The provisions of this Agreement constitute the entire agreement of the parties as to the matters addressed in this Agreement and supersede any prior understanding not specifically incorporated in this Agreement. No changes to this Agreement or waiver of any of the terms of this Agreement shall be made except in writing signed by the Client and First Tryon. In addition, no Work Order applicable to this Agreement shall be binding on the Client unless executed by the Client and First Tryon. In the event of any inconsistency between a Work Order and the terms set forth in this Agreement, the terms of the applicable Work Order shall prevail.

## **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and to be fully performed therein.

## **NOTICES**

All notices, requests, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by a nationally recognized overnight courier service or by United States mail, postage prepaid, certified or registered, with return receipt requested, or otherwise actually delivered:

If to First Tryon, at:

First Tryon Securities, LLC dba First Tryon Advisors  
1355 Greenwood Cliff, Suite 400  
Charlotte, NC 28204

If to the Client at:

City of Isle of Palms, SC  
1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, SC 29451  
Attn: City Administrator

## **LIMITATION ON LIABILITY**

NEITHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CLIENT FOR SERVICES RENDERED DURING THE TERM.

## **HEADINGS**

The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

## **ASSIGNMENT**

Each provision of this Agreement and all Work Orders shall inure to, and shall be legally binding on, the successors and assigns of the parties to this Agreement.

## **COMPLIANCE WITH LAW**

First Tryon will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all the departments and bureaus thereof, applicable to the carrying on of its business and performance of the Services and its obligations under this Agreement.

## **SEVERABILITY**

If any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall be in any way affected.

## **MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION**

First Tryon is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB provides certain protections for municipal entities and obligated persons that are clients of a municipal advisor. For complete regulatory and educational information, visit the MSRB's website at [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is available on the MSRB website's (currently available at <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx>). The client brochure describes client protections that may be provided under MSRB rules, including how to file a complaint with an appropriate regulatory authority.

## **MUNICIPAL ADVISOR REGULATORY DUTIES**

MSRB Rule G-42 requires that municipal advisors provide disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in First Tryon's Municipal Advisor's Disclosure Statement, which First Tryon has delivered to the Client in connection with the execution and delivery of this Agreement.

**IN WITNESS WHEREOF**, the Client and First Tryon have duly executed this Agreement, and the Client has acknowledged and accepted the terms of this Agreement, as of the \_\_\_\_ day of July 2020.

**CITY OF ISLE OF PALMS, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST TRYON SECURITIES, LLC,  
D/B/A FIRST TRYON ADVISORS**



By: \_\_\_\_\_  
Name: David Cheatwood  
Title: Managing Director



By: \_\_\_\_\_  
Name: J. Walter Goldsmith  
Title: Managing Director

**EXHIBIT A**  
**WORK ORDER NUMBER \_\_\_**

**WORK ORDER** to the Agreement dated \_\_\_\_\_, by and between the City of Isle of Palms, South Carolina (the “**Client**”) and First Tryon Securities, LLC, d/b/a First Tryon Advisors (“**First Tryon**”).

**SERVICES**

First Tryon will provide the following Services under this Work Order:

***[Describe in detail, including all applicable roles and responsibilities]***

**TERM**

From \_\_\_\_\_ until \_\_\_\_\_, unless terminated earlier in accordance with the Agreement.

**COMPENSATION**

In establishing fees, First Tryon takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, First Tryon’s estimated fees are \$\_\_\_\_\_. Such fees may vary if (1) the contemplated financing structure or assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of First Tryon’s responsibilities. First Tryon will consult with the Client if at any time First Tryon believes that circumstances require an adjustment to its fees beyond the estimate set forth above.

In addition to the compensation outlined above, the Client will reimburse First Tryon for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. First Tryon will bill the Client for such expenses at cost, with no mark-up. First Tryon will not bill the Client for indirect costs such as telephone, fax, and conference call services; instead, the Client will pay First Tryon an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

***[Revise compensation section as agreed upon for each Work Order.]***

[Signatures Begin on Following Page]

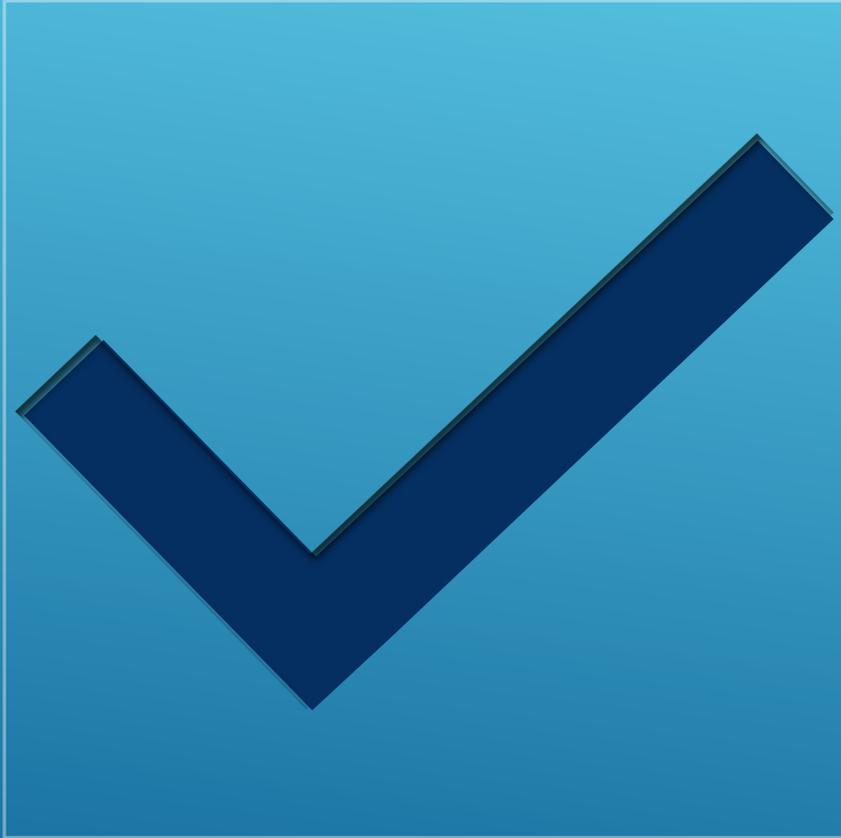
AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**FIRST TRYON SECURITIES, LLC,  
D/B/A FIRST TRYON ADVISORS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ISLE OF PALMS, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



APPROVAL REQUEST  
FOR \$16M BOND  
ISSUE FOR  
WASTEWATER PLANT  
CONSOLIDATION

# WASTEWATER TREATMENT PLANT CONSOLIDATION FOR THE ISLE OF PALMS

- ▶ Build pump station at Wild Dunes WWTP to pump sewer from Wild Dunes to Forest Trails.
- ▶ Consolidate all current capacity at Forest Trails.
- ▶ When consolidated, the total treatment capacity at Forest Trails will equal 1.4 MGD (million gallons/day).
- ▶ Decommission the Wild Dunes WWTP.

# SERIES 2020 BONDS

- ▶ The Commission is requesting City Council approval of an ordinance to provide the issuance and sale of not exceeding \$16,000,000 Water and Sewer System revenue bonds.
- ▶ These bonds are payable solely from the Net Revenues of the Water and Sewer System.
- ▶ Neither the credit nor the taxing power of the City are implicated in any way.
- ▶ The Series 2020 bonds will be the 8<sup>th</sup> issue of revenue bonds under the City's Water and Sewer System Revenue Bond Ordinance.

# IMPACT TO THE RATE PAYERS

- ▶ On June 17, 2020, the Commission approved a rate increase effective July 1, 2020.
- ▶ The average customer using 6,000 gallons/month will see an increase of \$1.60 in sewer charges.
- ▶ There was no increase to water rates.

# CONSOLIDATION TIMELINE

- ▶ Bond issue will take approximately 3 months to complete after Council approves Bond Ordinance.
- ▶ Land disturbance and stormwater NPDES permit in hand so construction can commence immediately.
- ▶ Design is underway. Awaiting bond issue to finalize.
- ▶ Construction starts in early 2021 and should take approximately 18 months to complete.

# BUILD PUMP STATION AT THE WILD DUNES WWTP

- The pump station will pump sewer from Wild Dunes WWTP to Forest Trails WWTP.
- The pump station has been designed, and SCDHEC has issued the construction permit.

# PROJECT SUMMARY TO CONSOLIDATE TREATMENT AT FOREST TRAILS

- ▶ Primary and secondary screens
- ▶ Anoxic basins
- ▶ Pre-aeration basins
- ▶ MBR membrane basins
- ▶ Equalization basins
- ▶ Sludge holding & dewatering
- ▶ Clearwell & transfer pumps (pump treated effluent back to Wild Dunes to irrigate the golf courses)
- ▶ Disinfection
- ▶ Odor control
- ▶ Generator (standby power)
- ▶ Enhanced flood protection
- ▶ Instrumentation/Control system & operations space
- ▶ Effluent reuse water for plant and grounds

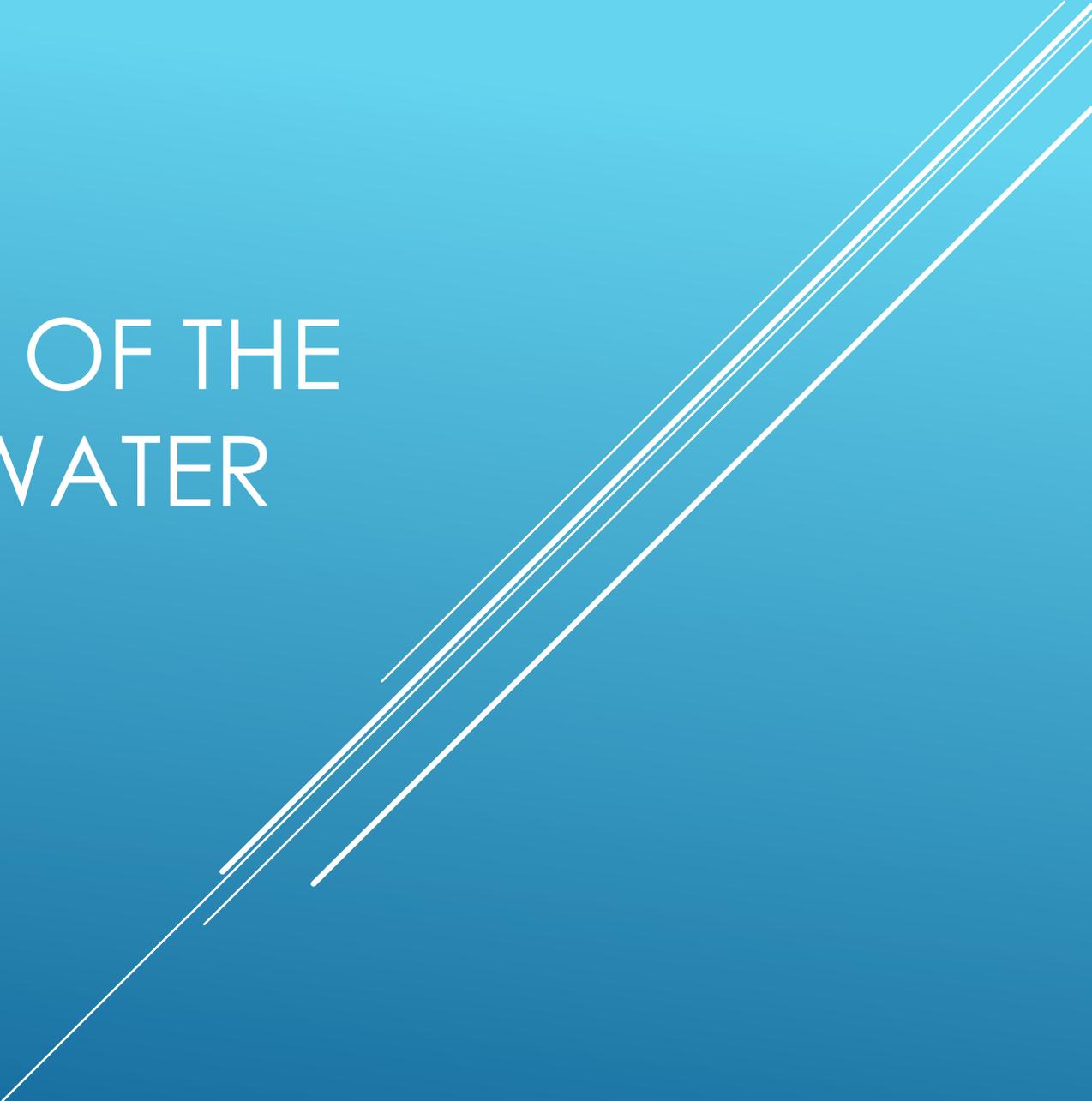
# BENEFITS OF CONSOLIDATION

- ▶ Reduced personnel costs.
- ▶ Reduced training costs.
- ▶ Reduced lab and other testing costs.
- ▶ Improved effluent quality.
- ▶ Allows facility to meet current codes and provides better protection against flooding and severe weather conditions.
- ▶ Ability to floodproof consolidated plant.
- ▶ Lower effluent loading, which enables increased discharge without a new or modified NPDES permit.
  
- ▶ Forest Trails replacement was designed for consolidation in the future (0.350 MGD of equipment is currently installed. Adding remaining equipment to existing structure would bring total treatment to 0.700 MGD. Doubling existing structure today and installing all equipment takes total treatment to 1.4 MGD).

# POTENTIAL CONSEQUENCES OF DELAYING PROJECT

- ▶ Increased maintenance and repair costs of the Wild Dunes WWTP.
- ▶ Continued flooding issues during storms.
- ▶ Increase in construction costs to consolidate due to market conditions and normal inflation.
- ▶ Loss of FEMA grant (\$2,250,000).

# DECOMMISSIONING OF THE WILD DUNES WASTEWATER TREATMENT PLANT

A decorative graphic consisting of several parallel white lines of varying lengths, slanted diagonally from the bottom left towards the top right, set against a blue gradient background.

## 200,000 GALLON EQUALIZATION BASIN

- ▶ Installed in the late 70's.
- ▶ All tanks were used when purchased by the original developer of Wild Dunes.
- ▶ Structure was covered and odor control added in the late 90's.



## 450,000 GALLON TREATMENT PLANT

- ▶ Installed in the early 80's.
- ▶ Package treatment plant (all levels of treatment are contained in one tank).



## 500,000 GALLON TREATMENT PLANT

- ▶ Installed in the late 80's.
- ▶ All tanks have periodically been taken out of service for extensive steel replacement, handrail and walkway replacement, and pipe replacement over the past 25 years.









# QUESTION-DISCUSSION

## Forest Trails WWTP Consolidation Cost Breakdown Summary

Process Component	Cost Allocation
Pretreatment/Screening	\$ 1,300,000
Structures/basins	\$ 6,800,000
Treatment	\$ 3,500,000
Sludge Processing	\$ 1,265,000
Disinfection/effluent pumping	\$ 1,400,000
Elect./I&C/HVAC	\$ 2,400,000
Support/Site/Misc.	\$ 925,000
Contractors Adm., Soft, etc.	\$ 1,400,000
<b>Total Process Component</b>	<b>\$ 18,990,000</b>
<i>less FEMA grant</i>	<i>\$ (2,250,000)</i>
<b>Subtotal</b>	<b>\$ 16,740,000</b>
<i>Less Internal Funds</i>	<i>\$ (740,000)</i>
<b>Net Balance</b>	<b>\$ 16,000,000</b>

STATE OF SOUTH CAROLINA ) MEMORANDUM OF UNDERSTANDING  
 )  
COUNTY OF CHARLESTON )

This Memorandum of Understanding (“MOU”) is entered by and between the City of Isle of Palms (“City”) and the Commissioners of Public Works of the City of Isle of Palms doing business as the IOP WSC, (“WSC”). The City of Isle of Palms is an incorporated municipality (1953) with a ~~nine member~~nine-member elected body in a Council form of Government. The Isle of Palms Water and Sewer Commission is a water and wastewater utility with a five-member elected body. Both public entities serve the same citizen customers in the same geographic area but operate separately except that in order for the Isle of Palms Water and Sewer Commission to borrow money, bond issues must be approved, via ordinance, by the City of Isle of Palms City Council.

PREAMBLE

BACKGROUND OF MOU

1. In 2015, the Isle of Palms Planning Commission received a request from City Council to investigate ways to expand the Commissioners of Public Works of the City of Isle of Palms public wastewater collection and treatment system. This work was accomplished over a series of months culminating in a presentation to City Council on August 22, 2017 where the Planning Commission presented suggestions regarding possible courses of action to facilitate that effort and goal.
2. In October 4, 2015, October of 2016 and again in September of 2017, the City experienced flooding associated with three extreme weather events. During two of these events, the flooding caused individual septic systems to malfunction, rendered homes uninhabitable, and created unsanitary conditions in flood waters.

3. Following these weather events, two citizen forums were organized to discuss citizen priorities for Council action. The citizens identified, among other items, drainage and extension of the public sewer as priorities. The City and WSC met on March 21, 2018, to discuss various forms of wastewater treatment to address these citizen concerns. The City and WSC have jointly expressed an interest in investigating the requirements necessary to provide sewer service to the areas of the Isle of Palms not presently receiving sewer service from the WSC.

#### ~~CURRENT EVENTS 2018~~

- ~~5.4.~~ -The City of Isle of Palms budgeted and adopted \$50,000 in the Fiscal Year 2019 budget to facilitate its ability to fund the updated cost estimates for expansion of the public sewer system.
- ~~6.5.~~ On May 30, 2018, the City and WSC entered into an initial Memorandum of Understanding agreeing to a 50:50 cost share of a \$38,600 study to update the island's sewer master plan.
- ~~7.6.~~ Thomas and Hutton was engaged to perform the tasks detailed in the initial MOU based on their history and their participation in the original sewer master plan for WSC in the 90's.
- ~~8.7.~~ The City of Isle of Palms and WSC further agree that the proliferation of non-traditional treatment systems, like grinder pump systems, are less than ideal, unsightly, rarely have alternative power supplies making them non-functional during periods of power outages.
- ~~9.8.~~ WSC has previously taken the proactive position in their agreements with customers having grinder pump systems that when public sewer becomes available, those

customers are required to abandon the grinder pump systems and connect to the public sewer at their expense.

~~10.9.~~ WSC has engaged the services of a rate consultant who has completed a study on impact fee increases, and this modeling will facilitate gathering of needed rate and cost information for future extensions.

#### FUTURE EXPECTATIONS

~~11.10.~~ The City and WSC commit to a goal to improve the barrier island environment, increase sustainability and improve property values. This MOU is intended to provide a road map of working together to so the parties to this agreement shall achieve this goal by systematically expanding WSC's public sewer system in a planned, safe sequence that is not only economically viable but also maximizes grant resources to mitigate costs to the customers.

~~12.11.~~ The City and WSC agree that they are providing public service to the same customers.

~~13.12.~~ The City and WSC set a target of realizing this goal for their citizen customers by no later than ten (10) years from the date of this agreement with the understanding that this target date may need to be updated and modified as the expansion progresses.

~~14.13.~~ This work and analysis will comprise data provided by Thomas & Hutton, as well as information on flood complaints; repetitive losses from flooding; the concentration of grinder pumps, new grinders and grinder requests; malfunctioning septic tanks; requests for sewer service; areas lacking service; and downstream improvements/impacts.

~~15.14.~~ The City and WSC agree to support one another in the pursuit of available grant funding for areas which may qualify. Funding, and issues related to proximity to the treatment

plant, may also become a determining factor in the timing and location of phases towards accomplishing the goal.

~~16.15.~~ When necessary, the City and the WSC shall develop any required ordinances as a means of facilitating individual homeowners connecting their properties to the system, once available, without undue financial hardship to the homeowners. Factors to be considered might be length of home ownership, owner occupancy and Homestead Exemption. Properties with alternative grinder systems, by previous agreement with the Commission, must connect to the system when available.

~~17.16.~~ The City and WSC commit to understanding that transparency and sharing of documentation, while still protecting sensitive information and not risking vulnerabilities, serves both entities in service to citizen customers.

~~18.17.~~ The City and WSC will improve and facilitate communication during the budgetary process and planning process, continuing to create awareness of the stated goals, will share reports, and work to coordinate projects for possible cost saving opportunities created by economies of scale.

~~19.18.~~ The City and WSC commit to maximizing grant sources and identifying potential sources of funds in accordance with the attached draft funding plan, to support and facilitate the necessary upgrades to accommodate the connection of all individual systems to the City System.

~~20.19.~~ Represented fully and inclusively, the City and the WSC shall acknowledge the need to trust that both are moving in the same direction with the same goal to serve the same citizen customers and so will participate together in meetings and, at least, annually

review the goals, performance and accomplishments of this Memorandum of Understanding.

NOW, therefore, the City and WSC agree that it is the intent of this Memorandum of Understanding to formalize their agreement to cooperate in this endeavor and to the terms of this MOU and the City requests WSC to sign this Memorandum of Understanding and proceed as diligently as possible with achieving the overall goal by the target ten-year deadline.

In Witness Whereof, the parties hereto have duly approved this MOU and their respective representatives have duly signed, sealed, and delivered this MOU as of the dates indicated by each parties' signature.

CITY OF ISLE OF PALMS

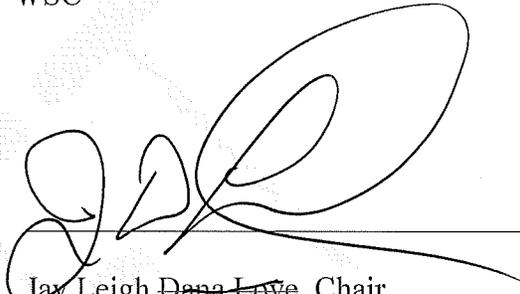
Date: \_\_\_\_\_

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

Mayor, City of Isle of Palms

IOP WSC

Date: 7-15-20

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

Jay Leigh Dana Love, Chair

DRAFT

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$16,000,000 WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2020, OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA

WHEREAS, the Commissioners of Public Works of the City of Isle of Palms, South Carolina d/b/a Isle of Palms Water and Sewer Commission (the "Commission") is authorized by ordinance enacted by the City of Isle of Palms (the "City") and by Section 5-31-250 et. seq. of the South Carolina Code of Laws, 1976, as amended, to own, operate and manage the City's Water and Sewer System; and

WHEREAS, the Commission is adopting this resolution to request that the City issue not exceeding \$16,000,000 of Water and Sewer System Revenue Bonds, Series 2020, for the purpose of providing funds for the financing of (i) the decommissioning of the Wild Dunes WWTP and (ii) the consolidation and expansion of the Forest Trails WWTP (collectively, the "Project"); and

WHEREAS, the expected maximum principal amount of revenue bonds to be issued for the Project in 2020 is \$16,000,000; and

WHEREAS, by Ordinance 2012-06, entitled "General Bond Ordinance Authorizing and Providing for the Issuance of Water and Sewer System Revenue Bonds of the City of Isle of Palms, South Carolina; Prescribing the Form of the Bonds, Limiting the Payment of the Bonds Solely to the Revenues Derived From the Operation of the System and Pledging the Revenues to Such Payment; Creating Certain Funds and Providing for Payments Into Such Funds; and Making Other Covenants and Agreements in Connection With the Foregoing (the "General Bond Ordinance"), the City Council of the City of Isle of Palms ("City Council") made provision for the issuance, from time to time, of Water and Sewer System Revenue Bonds;

WHEREAS, Section 6.2 of the General Bond Ordinance provides that the revenue bonds issued thereunder "shall be payable solely from and secured equally and ratably by a lien upon the Net Revenues of the System"; and

WHEREAS, Section 6.2 of the General Bond Ordinance further provides that "no recourse shall be had for the payment of the Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the Bonds"; and

WHEREAS, Article III of the General Bond Ordinance provides for the issuance from time to time of a series of revenue bonds pursuant to an ordinance adopted by the City Council addressing the particular series of bonds (the "Series Ordinance") for the purpose of capital improvements.

NOW, THEREFORE BE IT RESOLVED, by the Commission, in Meeting Duly Assembled, that City Council is hereby requested to adopt a Series Ordinance providing for the issuance of not exceeding \$16,000,000 Water and Sewer System Revenue Bonds in substantially the form approved by the City Council in connection with prior series of Bonds issued under the General Bond Ordinance.

BE IT FURTHER RESOLVED, that the Commissioners shall comply with all of the Covenants required of the Commissioners by Article VII of the General Bond Ordinance and with each of the other duties imposed upon the Commissioners by the General Bond Ordinance and by the Series 2020 Bond Ordinance.

BE IT FURTHER RESOLVED, that any Resolutions heretofore adopted which are inconsistent with the provisions hereof, are hereby repealed.

Done in meeting assembled this 15th day of July, 2020.

This Resolution shall take effect immediately.

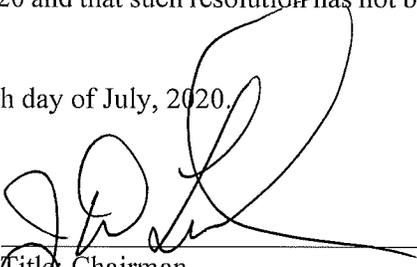
*[Remainder of Page Intentionally Blank]*

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, the Chairman of the Commissioners of Public Works of the City of Isle of Palms, South Carolina d/b/a Isle of Palms Water and Sewer Commission (the "Commission"), do hereby certify that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by the Commission at a meeting duly called and held on July 15, 2020 and that such resolution has not been modified or rescinded as of the date hereof.

WITNESS MY HAND as of this 15th day of July, 2020.

By: 

\_\_\_\_\_  
Title: Chairman  
Commissioners of Public Works of the City of Isle of Palms,  
South Carolina d/b/a Isle of Palms Water and Sewer  
Commission

July 7, 2020

**VIA EMAIL**

Julia Copeland  
Email: [jcopeland@lawyershmp.com](mailto:jcopeland@lawyershmp.com)

RE: *Negotiation of Restaurant Lease at Isle of Palm's Marina on Behalf of the City of Isle of Palms*

Dear Julia:

This letter is to acknowledge and thank you for retaining Haynsworth Sinkler Boyd, P.A. (the "**Firm**") to serve as counsel for the City of Isle of Palms (the "**Client**") regarding the matter described below. We would like to confirm the terms and scope of our representation, which are as follows:

- **THE CLIENT.** We are serving as counsel for the City of Isle of Palms.
- **MATTER FOR WHICH LEGAL REPRESENTATION IS PROVIDED.** We are being engaged by the Client provide advice and counsel on the negotiation of a restaurant lease at the Isle of Palm's Marina.
- **LEGAL FEES.** Our fees will be based on hourly billing rates. Bryan Kitz will be primarily responsible for this matter. His hourly rate is \$250 per hour. Other attorneys in the Firm may also assist on this matter, and their time will be billed to and payable by the Client on an hourly basis, based on their then-current standard billing rates established by the Firm. The billing rates of shareholders of the Firm range from \$300.00 to \$525.00 and associates range from \$175.00 to \$300.00. The billing rates of paralegals of the Firm range from \$90.00 to \$200.00. We typically adjust our billing rates annually each January, and we will advise the Client if rates are adjusted.
- **COSTS.** Certain costs that we incur are billed in addition to legal fees, as explained on the attached Schedules.
- **BILLING.** We will bill the Client monthly for all previously unbilled fees and costs. Each invoice will itemize the amounts outstanding as of that date, as well as the tasks performed, the professionals and time involved, and the costs incurred.

July 7, 2020

Page 2

- **OTHER TERMS OF REPRESENTATION.** Other terms and conditions of our representation are set forth in Schedule A attached hereto and incorporated herein by reference. All of such terms and conditions apply to this representation. These are important; and, if you find that a copy of Schedule A is not enclosed, please contact me.

Again, thank you for allowing us the opportunity to serve as counsel regarding the above-referenced matter. I would appreciate a representative of the City of Isle of Palms executing a copy of this letter and returning it to me at your earliest convenience.

Sincerely,

HAYNSWORTH SINKLER BOYD, P.A.



By: \_\_\_\_\_  
Stafford J. McQuillin III

---

I, the undersigned, agree to the terms of the engagement for legal representation as stated above.

THE CITY OF ISLE OF PALMS

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

July 7, 2020

Page 3

**ADDITIONAL TERMS AND CONDITIONS OF REPRESENTATION BY  
HAYNSWORTH SINKLER BOYD, P.A.**

**LEGAL REPRESENTATION: OUR CLIENT AND OUR ROLE**

In this matter, we (“HSB” or the “Firm”) will be representing only the client as identified in this engagement letter. The services that we provide will be of a legal nature only, related to this matter, and, unless otherwise agreed, are limited to South Carolina state law and United States federal law. We do not undertake to provide business or investment advice. Legal opinions that we may provide to you or to other persons on your behalf during this matter are based on our education in the law, our research, and our experience. You recognize that they are not, and of course cannot be, guarantees that any particular result will be obtained, nor are they guarantees that a court, arbitrator, administrative agency or the financial markets will come to the same conclusion. You will make the business, financial, investment and technical decisions that are needed; and you will not rely on us for business, investment or accounting decisions, nor will you rely on us to investigate the character or credit of other persons or entities with whom you may be dealing.

**RELATIONSHIPS WITH OUR OTHER CLIENTS**

We have undertaken a review of our pending representations of other clients and found no matters that we believe present a conflict of interest except to the extent, if any, identified in this engagement letter.

HSB maintains active corporate, commercial, financial, bond and litigation law practices for established, existing and future clients. We will continue to review this matter and our other representations for potential conflicts and will consult with you should any conflict arise. If in the course of our representation of other clients, we determine that a conflict of interest exists, we will notify all affected parties of such conflict; and we reserve the right to withdraw from representing any one or more clients as such a withdrawal would be permitted or required by the applicable provisions of the South Carolina Rules of Professional Conduct.

It is possible that, during the time that we are representing you in this matter, we may be asked to represent another client that has, separate and apart from our representation of that client, some other unrelated transactions with you. It is also possible that we will be asked to represent, in an unrelated matter not involving you, one of the other entities involved in this current matter with you. You understand and agree that such representations, if they occur, are not adverse to you, will not adversely affect our ability to represent you as provided in this letter, and so do not

July 7, 2020

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represent conflicts of interest that would require a waiver from you. Consequently, unless in our judgment some further or unusual circumstance warrants further discussion, we may undertake such representation without further consultation. Your acceptance of this letter will signify your consent to our representation of other clients consistent with the circumstances described in this paragraph.

#### **FINANCIAL ARRANGEMENTS**

##### ***Estimate of Legal Fees***

If we have communicated to you an estimate of our fees, the estimate includes only HSB's legal fees and our internal costs. It does not include the fees or expenses of other experts, professionals or outside vendors whose services or products you may need in this matter.

##### ***Charges for Utilization of Existing Work Product***

Occasionally, a lawyer in the firm will have developed a work product or will have invested a significant amount of time obtaining a thoroughly detailed knowledge of some aspect of law in anticipation of the needs of active or prospective clients. In those instances, the time reflected on an invoice for providing that work product or knowledge base may exceed the actual time spent with regard to the particular client. In each such instance, description of the work performed on the invoice will specify that the time entry shown includes time previously spent in developing the work product or knowledge base utilized in the current task. Where this is done, it is in order to proportionally allocate the value, in our best estimation, of that work product or knowledge base development among clients for whom it provides a substantial value.

##### ***Costs and Disbursements***

A schedule of the primary categories of charges that the Firm may advance and then bill to the client is attached. Some charges for services, such as copying, are billed at a rate that may recover, in addition to our direct cost, an allocable portion of the overhead associated with maintaining, providing, and administering the services. Also, we will forward to you for direct payment by the client any invoice from an outside vendor that exceeds \$100, and you agree to pay such invoices in accordance with their terms. We will bill you for such costs at the same time that we bill for fees, unless the outstanding balance of such costs exceeds \$1,000, in which case we will bill the unbilled costs immediately.

##### ***Payment***

All statements for services rendered are payable upon receipt, unless other arrangements have been made with the Firm in advance. If at any time a client is behind in payments to our Firm,

July 7, 2020

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we reserve the right to terminate the engagement and to invoice the client for all services rendered to date. It is the policy of HSB to perform no work for any client that is more than ninety (90) days in arrears on any outstanding bill.

***Interest Charges***

We will charge interest at the rate of 1% per month on balances outstanding more than sixty (60) days.

***Third Party Payor***

If this matter includes arrangement for payment of fees and costs by an insurance carrier or other third party payor, unless you request otherwise, all invoices will be sent directly to such insurance carrier or other third party payor, and not to you. If the insurance carrier or other third party payor does not agree to make payment according to the terms of this letter, the insurance carrier or other third party payor should contact us immediately.

**CONCLUSION OF REPRESENTATION; DISCHARGE OR WITHDRAWAL**

The representation for which you have engaged us by this letter will terminate upon (i) closing the contemplated transaction, if a business matter, (ii) entry of a final, non-appealable, comprehensive judgment in this matter, or execution of a final and binding settlement agreement, if a dispute matter, or (iii) a communication from either of us to the other one of us that we consider the matter to have been concluded.

In addition, you have the right at any time to terminate our services and representation for any reason at all upon written notice to the Firm. Such termination does not release you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

The Firm likewise has the right to withdraw from representing you in the event of your failure to honor the terms of this engagement letter, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. In such an event, we will give you reasonable notice to enable you to secure other counsel. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal; and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

July 7, 2020

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**RECORD AND FILE RETENTION**

Shortly after completion of this matter, we will provide you a copy of all transactional documents. At your request, we will return to you any papers and property furnished by you, promptly upon receipt of payment for outstanding fees and client charges. Your acceptance of this letter indicates the client's agreement to grant HSB a lien on all client papers, documents, materials, or other items that the Firm has in its possession to secure payment of our fees and expenses. Subject to our own file retention policies and procedures and for a limited time, we will retain our own files pertaining to this matter, including our lawyer work product. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement. Consequently, it is incumbent upon you to preserve any files that you may need for future business records, tax or other administrative agency compliance, etc.

**SCHEDULE OF PRIMARY CHARGES**

Photocopies	\$0.10 per page
Electronic scanning of documents (in-house)	\$0.10 per page
Travel mileage	At IRS allowable rate -- \$.57.5 per mile effective 01/01/2020
Other travel (airfare, hotels, lodging, meals, ground transportation)	At cost
Postage	At cost
Express courier charges (such as FedEx)	At cost
Long distance telephone (including for facsimile transmission)	At cost
Facsimile transmissions	No charge other than long distance where applicable
Cell-phone calls	No charge
Out-of-office messenger costs	\$5 plus mileage charges indicated above
Electronic legal research	For Lexis or Westlaw electronic legal research, the Firm has negotiated a flat annual payment which includes most, but not all, of the Lexis and Westlaw databases. In accordance with Firm policy, you will be billed at a flat rate of \$15.00 per search on included databases. This charge is calculated to approximate, but not to exceed, the Firm's cost associated with the provision of the services. The flat rate may be adjusted annually depending upon

July 7, 2020

Page 7

	usage, but will in no event be set in the aggregate to recoup more than the Firm's annual payment to Lexis or Westlaw. For non-included Lexis or Westlaw databases, you will be billed at the cost to the Firm.
Word processing	No charge
Staff overtime	No charge

APPLIED TECHNOLOGY AND MANAGEMENT, INC.



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## PROPOSAL FOR CONSULTING SERVICES

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### ISLE OF PALMS MARINA

- MARINA UTILITY PERMITTING
- CVAP GRANT APPLICATION
- CONSTRUCTION ADMINISTRATION SERVICES

*ISLE OF PALMS, SOUTH CAROLINA*

PREPARED FOR:



Attn: Ms. Desiree Fragoso

April 15, 2020

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## INTRODUCTION

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Applied Technology & Management, Inc. (ATM) respectfully submits this proposal to Ms. Desiree Fragoso of the City of Isle of Palms to provide assistance with the following tasks related to the rehabilitation of the Isle of Palms Marina.

1. Perform required DHEC permitting for the potable water and wastewater (pumpout) systems proposed as part of the redevelopment of the marina.
2. Development and submittal of a Clean Vessel Act (CVAP) grant application to procure grant funding reimbursement for new pumpout installation
3. Perform Construction Administration services during the marina redevelopment process

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## TASK 1 – WATER/WASTEWATER PERMITTING

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ATM will prepare and submit on the City's behalf a permit application for the water/wastewater systems for the redeveloped portion of the marina along Morgan Creek. These authorizations are required by the South Carolina Department of Health and Environmental Control (SCDHEC) prior to installation of the systems. The permit is also required as part of the application for CVAP funding for the pumpout system (Task 2). This permit application will include the following, at a minimum:

- Transmittal letter
- Location Map
- SCDHEC permit application form
- Signed/sealed design plans and specifications (developed under previous work authorization)
- Design calculations based on applicable regulations
- Letter from the Isle of Palms Water and Sewer Commission stating their willingness and ability to serve the project; *ATM will coordinate with the utility to obtain this letter.*
- A letter from the City agreeing to be responsible for the operations and maintenance of the wastewater system; *This letter will need to be provided by the City on the City's letterhead. ATM will provide appropriate language for the letter to the City.*

After submitting the application package, ATM will coordinate with SCDHEC as required to expedite the review/approvals process. *Coordination limited to 2 hours of ATM professional labor.*

*The deliverable for this task will be a completed DHEC permit application with requisite supporting documentation.*

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## TASK 2 – CVAP PUMPOUT GRANT APPLICATION AND COORDINATION

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Upon receipt of the SCDHEC's water/wastewater permit (Task 1), ATM will prepare and submit an application for a CVAP grant to the South Carolina Department of Natural Resources (SCDNR) for the marina pumpout system. Under this task, ATM will:

- Review and discuss facilities/services that are or may be included in the grant program with SCDNR.
- Coordinate with SCDNR and the City of Isle of Palms in an effort to maximize the grant funding available. To this effect, ATM will consider the following inasmuch as they are appropriate and acceptable in accordance with the grant program
  - Upland pumping facility and upland piping
  - Operations and Maintenance program funding
  - Permitting and engineering fees
- Coordinate with pumpout vendor(s) and mechanical contractor(s) to develop a detailed cost estimate for the system, including the pumpout unit, plumbing, electrical controls, and installation.
- Gather appropriate application materials and documentation for submission including:
  - Pumpout brand/manufacturer and model
  - Design plans, specifications, and calculations (developed under previous work authorization)
  - Grant application form
- Prepare the Grant Application including all the necessary documentation and design plans required by the application and discussed with SCDNR. Prior to submission, ATM will provide the City of Isle of Palms with a completed copy of the documents to review and for appropriate signatures to complete the package.
- Submit the Grant Application package to SCDNR for their consideration.
- Coordinate with SCDNR as required to expedite the review/approvals process. *Limited to 2 hours of ATM professional labor.*
- Fill out and submit, on the City's behalf, SCDNR's reimbursement request form; *It is assumed that a single reimbursement request will be made for the entire system after procurement and installation.*

*Note: It is assumed that the City has, or will acquire, a registered Data Universal Numbering System (DUNS) number and is, or will be, registered in the System for Award Management (SAM). These registrations are required to receive federal funding through the program.*

*The deliverable for this task will be a completed CVAP application with appropriate, supporting documentation.*

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### TASK 3 – CONSTRUCTION ADMINISTRATION SERVICES

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To ensure successful completion of the marina rehabilitation project, ATM will perform the following services during construction:

- Coordinate and participate in an on-site pre-construction meeting with the City, selected contractor, key sub-contractors, suppliers, etc. *It is assumed that this meeting will occur on site and will last two hours.*
- Facilitate regulatory commencement notification.
- Review floating dock, anchorage, gangway, fixed landing pier, and fuel hut calculations and shop drawings as provided by the contractor. It is assumed that the design package for these elements will be provided in a single, comprehensive package for review. This scope includes single review only to ensure consistency with design intent of the project, performance specifications, identified loading criteria, and regulatory permit conditions.
- Review miscellaneous contractor submittals (schedule, work plan, safety plan, hurricane preparedness plan, etc.).
- Review contractor materials submittals and product certifications.
- Review utilities shop drawings and materials submittals.
- Conduct ongoing observation of the project progress to include weekly site visits during active construction. Assume 10 site visits.
  - Document site observations via written memorandum reports and digital photography.
  - Document project progress and identified project challenges or issues.
- Review and certify contractor's applications for payment. ATM will ensure the applications properly reflect the work completed, properly account for procured/stored materials, and are certified in accordance with the contract requirements.
- Facilitate project close out
  - Conduct punch list inspection of all project components
  - Conduct audit of project documentation and close out of open items
  - Establish and execute Certificate of Substantial Completion and coordinate release of retainage/final payment
  - Facilitate regulatory close out
  - Facilitate completion of as-built, operations and maintenance, and warranty documents for the City/marina operator/project record. It is assumed that the as-built drawings will be produced by the installing contractor.

*Deliverables for this task will include: pre-construction meeting agenda and minutes, response to provided submittals, site observation memoranda, certified payment applications, punch list summary memorandum, and project close out documentation.*

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**SUMMARY OF PROFESSIONAL FEES**

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<b>Task</b>	<b>Scope Element</b>	<b>Professional Fee</b>
<b>1</b>	<b>Water/Wastewater Permitting</b>	<b>\$6,500</b>
<b>2</b>	<b>CVAP Grant Application</b>	<b>\$5,000</b>
<b>3</b>	<b>Construction Administration Services</b>	<b>\$55,000</b>

*Notes:*

1. The above includes professional labor fees and anticipated expenses, with the exception of permit application fees required by SCDHEC which are assumed to be paid directly by the City.
2. This scope assumes a 6-month project duration for the demolition of existing docks and appurtenances, procurement and installation of new docks and anchor pilings, and installation of associated marina utilities.
3. ATM services may be initiated immediately upon the acceptance of this proposal and execution of a contract amendment.

# THOMAS & HUTTON

682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522  
MT. PLEASANT, SC 29464 | 843.849.0200  
WWW.THOMASANDHUTTON.COM

June 22, 2020

Mr. Douglas Kerr  
City of Isle of Palms  
P.O. Drawer 508  
Isle of Palms, SC 29451

Re: Phase 3 Internal Drainage Improvements  
City of Isle of Palms, South Carolina  
T&H J-27670.0000  
Additional Services

Dear Mr. Kerr:

Pursuant to your e-mail of June 16, 2020, you requested Thomas & Hutton to perform the following Scope changes for the above Project, which were not included in our original agreement:

- Bidding Phase Services
- Construction Phase Services

Our original agreement was dated August 16, 2019 and did not include these services. The Additional Services to be provided are shown in Attachment A. In order to provide the Additional Scope of Work specified, we request a modification of our Contract. Our fee to perform the described Scope change is as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time &amp; Expense Budget</u>
Bidding Phase	Time & Expense	\$ 6,000.00
Construction Phase	Time & Expense	\$ 22,000.00
Reimbursable Expenses	Time & Expense	\$ 2,000.00

Consultant will complete the Additional Services in accordance with the following schedule:

<u>Phase</u>	<u>Notes</u>	<u>Duration</u>
Bidding Phase	Begin upon Receipt of Permits and NTP	45 Days
Construction Phase	Begin upon Owner's Direction	4 months

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This Proposal will be open for acceptance until September 1, 2020, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This extra work is subject to the terms and conditions of the Contract executed for this Project dated August 16, 2019.

\_\_\_\_\_  
Owner's Initials



\_\_\_\_\_  
Consultant's Initials

Mr. Douglas Kerr  
City of Isle of Palms  
Letter Agreement for Services  
June 22, 2020  
Page 2

This Proposal between The City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. (Consultant), consisting of the Consulting Services on a Time & Expense Basis Rate Sheet, and Exhibit "A," represent the entire understanding between you and us with respect to the Scope change. This agreement may only be modified in writing if signed by both of us.

We appreciate this opportunity to be of service to you on this Project. Should you have any questions or need further information, please do not hesitate to call on us.

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By   
Richard Karkowski, PE, PH, CPSWQ, D.WRE  
Water Resources Department Manager

By   
Hillary Aton, PE  
Project Manager

RPK/HEA/dtb

Enclosures: Exhibit "A"

**CITY OF ISLE OF PALMS**

ACCEPTED: \_\_\_\_\_, 2020

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

  
Consultant's Initials

**EXHIBIT "A"**

**1. ADDITIONAL SERVICES OF CONSULTANT**

**A. Bidding Phase**

**1. Prepare Bid Documents**

Using the Owner's "up front documents", the Consultant shall prepare the bid documents for the Project. The bid documents will include forms and information supplied by the Owner and the bid form, technical specifications (as necessary), and other information.

**2. Advertise Project**

We will assist the Owner with advertising the Project for bids in the local newspaper, SCBO, and elsewhere as required by the Owner. Advertisement fees shall be provided by the Owner at the time of the advertisement being submitted for publication.

**2. Bidding and Award**

The following services will be provided during the bidding and award period:

- Distributing construction drawings and project manuals.
- Issuing any addenda (if required).
- Conducting the bid opening and preparation of a bid tabulation.
- Performing reference checks on bidders.
- Issuing an award recommendation to the Owner.
- Confirming Payment and Performance Bonds and assembly of the Contract Instruments, including the Notice of Award, Agreement, and Notice to Proceed.

**B. Construction Services Phase**

**1. Construction Contract Administration**

Provide the following services during construction:

- Conduct a pre-construction meeting
- Review product submittals.
- Evaluate construction schedules to ensure compliance with contract times for completion.
- Issuing field orders and change orders (if required).
- Evaluating field test data for compliance.
- Reviewing and recommending payment requests including partial and final requests.
- Coordinate project activities with the Owner.
- Recommending acceptance of the Project to the Owner.
- Preparing a final adjusting change order (if required).

\_\_\_\_ Owner's Initials

 Consultant's Initials

2. **Construction Observation**

Engineer shall provide the following services:

- Periodically observing construction to ensure compliance with construction drawings and technical specifications. Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the Project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. A three-month construction duration is assumed for this Project.

3. **Project Permit Closeout**

Engineer shall provide the following services:

a. Project Punch List/Final Inspection

Engineer shall prepare a preliminary punch list at substantial completion of the construction. Upon notice from the Contractor of Final Completion, Engineer shall schedule a Final Inspection.

b. Permit Closeout

The SCDHEC construction permit will require preparation of closeout documents. Closeout services including pressure and water quality test documentation, and preparation of permit to operate request packages.

c. Record Drawings Review

Engineer will review the record drawings prepared by the Contractor.

C. **Exclusions**

Items **not** included in the Scope of Services are as follows:

- Accessibility construction compliance verification.
- Archaeological survey and report.
- Boundary surveys.
- Easement plat preparation and/or recording.
- Phase One or Phase Two environmental assessments.
- Endangered species survey and report.
- Off-site work unless specifically covered in the Scope of Services.
- Approvals or permits other than those related to the Scope of Work covered by this Contract.
- Act as an expert witness for legal activities.
- Telephones, cable television, gas, and power distribution systems.

These items can be coordinated or provided, if requested by the Owner in writing.

\_\_\_\_ Owner's Initials

 Consultant's Initials

PROJECT : **PHASE 3 INTERNAL IMPROVEMENTS**  
LOCATION : **CITY OF ISLE OF PALMS**  
ESTIMATOR : **HEA**



<b>OPINION OF PROBABLE COST - SUMMARY TABLE</b>		
#1	Sparrow Drive Drainage Improvement	\$ 63,500
#2	Forest Trail Drainage Improvement	\$ 55,000
#3	Cross Lane Drainage Improvements	\$ 74,100
#4	32nd Ave Drainage Improvements	\$ 93,000
#5	41st Avenue Driveway Pipe Drainage Improvements	\$ 179,200
<b>GRAND TOTAL OPINION OF CONSTRUCTION COST:</b>		<b>\$ 464,800</b>

PROJECT : #1 - Isle of Palms - Sparrow Drive Drainage Improvements  
 LOCATION : Isle of Palms, SC  
 ESTIMATOR : HEA



OPINION OF PROBABLE CONSTRUCTION COST	
DATE PREPARED : 06/03/2019	REVISED:
BASIS FOR ESTIMATE	
<input type="checkbox"/>	(No design completed-Master Plan)
<input type="checkbox"/>	(Preliminary design)
<input checked="" type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

**OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 2,300.00
1032010	Bonds and Insurance	1	LS		\$ 900.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.1	AC	\$ 5,000.00	\$ 500.00
2028502	Removal of Existing Culvert 1' x 18"	177	LF	\$ 20.00	\$ 3,540.00
2021000	Removal of Existing Structure	2	EA	\$ 500.00	\$ 1,000.00
-	24" x 38" RCEP (Class III)	177	LF	\$ 85.00	\$ 15,045.00
7192030	Gate Inlet (36" x 36")	2	EA	\$ 2,500.00	\$ 5,000.00
8041020	Rip-Rap Class B	80	TON	\$ 75.00	\$ 6,000.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	80	SY	\$ 6.00	\$ 480.00
8100101	Sodding	0.55	MSY	\$ 10,000.00	\$ 5,460.00
8153000	Silt Fence	385	LF	\$ 3.00	\$ 1,155.00
8153090	Replace/Repair Silt Fence	100	LF	\$ 3.50	\$ 350.00
8154050	Removal of Silt Retained by Silt Fence	385	LF	\$ 2.50	\$ 962.50
8990153	Utility Work Within Project Area	-	LS		-
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 57,692.50</b>
	Contingency	10	%	\$ 5,769.25	\$ 5,769.25
	<b>GRAND TOTAL OPINION OF CONSTRUCTION COST</b>				<b>\$63,500</b>

**Notes:**

- Utility relocation fees are estimated.

PROJECT : #2 - Forest Trail Drainage Improvements  
 LOCATION : Isle of Palms, SC  
 ESTIMATOR : HEA



OPINION OF PROBABLE CONSTRUCTION COST	
DATE PREPARED : 06/03/2019	REVISED:
BASIS FOR ESTIMATE	
<input type="checkbox"/>	(No design completed-Master Plan)
<input type="checkbox"/>	(Preliminary design)
<input checked="" type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

**OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 1,900.00
1032010	Bonds and Insurance	1	LS		\$ 800.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.08	AC	\$ 5,000.00	\$ 400.00
2023000	Removal & Disposal of Existing Pavement	25	SY	\$ 7.00	\$ 175.00
2028501	Removal of Existing Culvert 1' x 15"	36	LF	\$ 20.00	\$ 720.00
3050112	Graded Aggregate Base Course (8 " Uniform)	25	SY	\$ 15.00	\$ 375.00
4030319	Hot Mix Asphalt Surface Course Type B	4	TON	\$ 100.00	\$ 351.56
7141114	24" RC pipe (Class III)	80	LF	\$ 120.00	\$ 9,600.00
8041020	Rip-Rap Class B	62	TON	\$ 75.00	\$ 4,650.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	62	SY	\$ 6.00	\$ 372.00
8100101	Sodding	0.40	MSY	\$ 10,000.00	\$ 4,010.00
8153000	Silt Fence	233	LF	\$ 3.00	\$ 699.00
8153090	Replace/Repair Silt Fence	100	LF	\$ 3.50	\$ 350.00
8154050	Removal of Silt Retained by Silt Fence	233	LF	\$ 2.50	\$ 582.50
8990153	Utility Work Within Project Area	1	LS		\$ 10,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 49,985.06</b>
	Contingency	10	%	\$ 4,998.51	\$ 4,998.51
	<b>GRAND TOTAL OPINION OF CONSTRUCTION COST</b>				<b>\$55,000</b>

**Notes:**

- Utility relocation fees are estimated.

PROJECT : #3 - Isle of Palms - Cross Lane Drainage Improvements  
 LOCATION : Isle of Palms, SC  
 ESTIMATOR : HEA



OPINION OF PROBABLE CONSTRUCTION COST	
DATE PREPARED : 06/03/2019	REVISED:
BASIS FOR ESTIMATE	
<input type="checkbox"/>	(No design completed-Master Plan)
<input type="checkbox"/>	(Preliminary design)
<input checked="" type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

**OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 2,700.00
1032010	Bonds and Insurance	1	LS		\$ 1,100.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.2	AC	\$ 5,000.00	\$ 835.00
2023000	Removal & Disposal of Existing Pavement	20	SY	\$ 7.00	\$ 140.00
2028501	Removal of Existing Culvert 1' x 15"	39	LF	\$ 20.00	\$ 780.00
2028503	Removal of Existing Culvert 1' x 24"	132	LF	\$ 20.00	\$ 2,640.00
3050112	Graded Aggregate Base Course (8 " Uniform)	20	SY	\$ 15.00	\$ 300.00
4030319	Hot Mix Asphalt Surface Course Type B	3	TON	\$ 100.00	\$ 281.25
7141114	24" RC pipe (Class III)	172	LF	\$ 85.00	\$ 14,620.00
7192030	Gate Inlet (36" x 36")	2	EA	\$ 2,500.00	\$ 5,000.00
8041020	Rip-Rap Class B	33	TON	\$ 75.00	\$ 2,475.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	33	SY	\$ 6.00	\$ 198.00
8100101	Sodding	0.79	MSY	\$ 10,000.00	\$ 7,880.00
8153000	Silt Fence	490	LF	\$ 3.00	\$ 1,470.00
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$ 700.00
8154050	Removal of Silt Retained by Silt Fence	490	LF	\$ 2.50	\$ 1,225.00
8990153	Utility Work Within Project Area	1	LS		\$ 10,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 67,344.25</b>
	Contingency	10	%	\$ 6,734.43	\$ 6,734.43
	<b>GRAND TOTAL OPINION OF CONSTRUCTION COST</b>				<b>\$74,100</b>

**Notes:**

- Utility relocation fees are estimated.

PROJECT : #4 - 32nd Ave Drainage Improvements  
 LOCATION : Isle of Palms, SC  
 ESTIMATOR : HEA



OPINION OF PROBABLE CONSTRUCTION COST	
DATE PREPARED : 06/03/2019	REVISED:
BASIS FOR ESTIMATE	
<input type="checkbox"/>	(No design completed-Master Plan)
<input type="checkbox"/>	(Preliminary design)
<input checked="" type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

**OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 3,500.00
1032010	Bonds and Insurance	1	LS		\$ 1,400.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.13	AC	\$ 5,000.00	\$ 650.00
2023000	Removal & Disposal of Existing Pavement	53	SY	\$ 7.00	\$ 371.00
2028501	Removal of Existing Culvert 1' x 15"	5	LF	\$ 20.00	\$ 100.00
2028503	Removal of Existing Culvert 1' x 24"	240	LF	\$ 20.00	\$ 4,800.00
2021000	Removal of Existing Structure	2	EA	\$ 500.00	\$ 1,000.00
3050112	Graded Aggregate Base Course (8 " Uniform)	53	SY	\$ 15.00	\$ 795.00
4030319	Hot Mix Asphalt Surface Course Type B	7	TON	\$ 100.00	\$ 745.31
7141113	18" RC pipe (Class III)	5	LF	\$ 85.00	\$ 425.00
7141116	36" RC pipe (Class III)	241	LF	\$ 85.00	\$ 20,485.00
7192030	Grate Inlet (36" x 36")	3	EA	\$ 2,500.00	\$ 7,500.00
8041020	Rip-Rap Class B	45	TON	\$ 75.00	\$ 3,375.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	45	SY	\$ 6.00	\$ 270.00
8100101	Sodding	0.58	MSY	\$ 10,000.00	\$ 5,820.00
8153000	Silt Fence	470	LF	\$ 3.00	\$ 1,410.00
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$ 700.00
8154050	Removal of Silt Retained by Silt Fence	470	LF	\$ 2.50	\$ 1,175.00
8990153	Utility Work Within Project Area	1	LS		\$ 15,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 84,521.31</b>
	Contingency	10	%	\$ 8,452.13	\$ 8,452.13
	<b>GRAND TOTAL OPINION OF CONSTRUCTION COST</b>				<b>\$93,000</b>

**Notes:**

- Utility relocation fees are estimated.

PROJECT : #5 - Isle of Palms - 41st Avenue Drainage Improvements  
 LOCATION : Isle of Palms, SC  
 ESTIMATOR : HEA



OPINION OF PROBABLE CONSTRUCTION COST	
DATE PREPARED : 06/03/2019	REVISED:
BASIS FOR ESTIMATE	
<input type="checkbox"/>	(No design completed-Master Plan)
<input type="checkbox"/>	(Preliminary design)
<input checked="" type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

**OPINION OF PROBABLE CONSTRUCTION COST**

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 7,200.00
1032010	Bonds and Insurance	1	LS		\$ 2,900.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.4	AC	\$ 5,000.00	\$ 1,800.00
2023000	Removal & Disposal of Existing Pavement	233	SY	\$ 7.00	\$ 1,631.00
2028502	Removal of Existing Culvert 1' x 18"	117	LF	\$ 20.00	\$ 2,340.00
3050112	Graded Aggregate Base Course (8 " Uniform)	233	SY	\$ 20.00	\$ 4,660.00
4030319	Hot Mix Asphalt Surface Course Type B	33	TON	\$ 100.00	\$ 3,276.56
7141116	36" RC Pipe (Class III)	82	LF	\$ 150.00	\$ 12,300.00
7141117	42" RC Pipe (Class III)	161	LF	\$ 150.00	\$ 24,150.00
8041020	Rip-Rap Class B	500	TON	\$ 75.00	\$ 37,500.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	500	SY	\$ 6.00	\$ 3,000.00
8100101	Sodding	1.00	MSY	\$ 10,000.00	\$ 10,000.00
8153000	Silt Fence	625	LF	\$ 3.00	\$ 1,875.00
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$ 700.00
8154050	Removal of Silt Retained by Silt Fence	625	LF	\$ 2.50	\$ 1,562.50
8990153	Utility Work Within Project Area	1	LS		\$ 33,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 162,895.06</b>
	Contingency	10	%	\$ 16,289.51	\$ 16,289.51
	<b>GRAND TOTAL OPINION OF CONSTRUCTION COST</b>				<b>\$179,200</b>

**Notes:**

- Utility relocation fees are estimated.



**Public Safety Committee**  
**9:00am, Monday, July 6, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Buckhannon, Ward, and Pounds

Staff Present: Administrator Fragoso, Chief Cornett, Chief Graham

Also Present: Stuart Day, Stantec

**2. Approval of previous meeting's minutes – June 4, 2020**

Council Member Pounds noted that Council Member Ward was the second for the approval of the minutes in the June 4, 2020 minutes, not Council Member Bell.

Council Member Pounds made a motion to approve the minutes as amended, and Council Member Buckhannon seconded the motion. The minutes passed unanimously.

**3. Citizens' Comments**

Administrator Fragoso read the citizens' comments into the record.

Kathleen Elizabeth, 11 Driftwood Lane, spoke in favor of mask mandate.

Madeleine Harrell, 2701 Cameron Blvd., spoke in favor of a mask mandate.

Mrs. Erth Murphy, 2 20<sup>th</sup> Avenue, spoke with concern about the speeds at the curve at 20<sup>th</sup> Avenue and Palm Blvd and would like to see something done about it.

James Smiley, 16 44<sup>th</sup> Avenue, presented options for dog leash laws, including obedience certification through the AKC.

Rusty Williamson, 605 Carolina Blvd, spoke with concern about the experience level of some of the Beach Services Officers.

Cindy Lee, 23 25<sup>th</sup> Avenue, spoke in favor of eliminating the parking on the landside of Palm Boulevard until blinking signs can be installed at crosswalks. She would also like to see the return of the weekly crime blotter.

**MOTION: Council Member Ward made a motion to reorder the agenda to allow for the discussion of paid parking to be discussed as the first order of business. Council Member Pounds seconded the motion. The motion passed unanimously.**

**4. New/Old Business**

**A. Discussion of eliminating parking on the landside of Palm Boulevard between 22<sup>nd</sup> and 40<sup>th</sup> Avenues due to public safety concerns**

Administrator Fragoso reported that she had a meeting with SCDOT to discuss the potential changes to the City's parking plan to ensure the City would have the required amount of parking needed to qualify for Federal re-nourishment monies. Stuart Day of Stantec reviewed the "DHEC OCRM Public Beach Access Facility Classification," and said the City will still have ample amounts of parking to qualify for that funding if the parking along the landside of Palm Boulevard was eliminated.

Chief Cornett expressed concern that eliminating parking on the landside of Palm Boulevard would push visitors into residential areas and would require constant staff presence in that area.

Committee members discussed the possible consequences of eliminating parking on the landside of Palm Boulevard. Other options considered included increasing the distance a car is required to park off the pavement, eliminating only a few blocks of parking on Palm Boulevard to allow for resident parking, and making more golf cart parking available. Committee members agreed it would be necessary to see a cost/benefit analysis for the partial elimination of parking along Palm Boulevard and options for increased residential and golf cart parking.

Committee members also discussed pressuring SCDOT to return to the Isle of Palms to reevaluate the traffic in front of the Sea Island Shopping Center now that it is a busier time of year.

**Discussions regarding the managed beach parking plan:**

- i. Implementing paid parking on the designated public beach parking zones**
- ii. Including the existing unregulated areas adjacent to the Recreation Center to the Residential Parking District**

The Committee reviewed and discussed several options for the paid parking program and the existing unregulated parking areas adjacent to the Recreation Center.

**MOTION: Council Member Pounds made a motion to implement paid parking along both sides of Palm Boulevard including all of the existing right-of-way beach parking zones, and Breach Inlet parking lot, adding the right-of-way on Hartnett between 27<sup>th</sup> and 29<sup>th</sup> avenues to the residential district zone, and making enforcement hours consistent with the front beach and residential parking districts from 9am to 6pm March 1 to October 31 with a combination of parking rates consistent with the existing rates on the front beach. Council Member Ward seconded the motion. The motion passed unanimously.**

Administrator Fragoso said she will have Treasurer Suggs provide data for the potential revenue loss from eliminating enforcement from March 1-15 and October 16-31.

## **5. Old Business**

### **A. Update on Public Safety Building rehabilitation project**

Administrator Fragoso reported the project is still on schedule and on budget. Chief Graham gave an update on the project status, stating they are 50-75% done with the new siding and paint. The insulation has been removed from the room and ready for new panels. Work is being done in the Police and Fire bays, the second floor has been painted and new flooring has been selected. The new HVAC is being installed on the third floor of the fire department.

### **B. Discussion of existing rules for dogs on the beach and consideration of recommendations from the Police Department**

Chief Cornett reported that while more warnings have been issued regarding dog bites, these bite incidents have happened when dogs are permitted off leash. He said officers are making a concerted effort to educate the beachgoers about the rules for dogs on the beach.

Administrator Fragoso reviewed the dog ordinances from surrounding beach communities. Chief Cornett reviewed pros and cons of several options for amending current dog ordinances, including: allowing dogs to be off-leash in designated beach areas, allowing dogs with dog obedience certification off leash on the beach, requiring all dogs be on a leash on the beach, not allowing any pets on the beach during peak season, and setting year-round off-leash hours.

Committee members agreed no change in the City's ordinances is needed at this time and encouraged Chief Cornett to continue with increased enforcement and education of current ordinances.

## **7. Highlights of Departmental Reports**

### **A. Fire Department – Chief Graham**

Chief Graham reported there were 120 calls for service, including 31 beach/water-related calls in June. She said the training for the new truck has been completed and it is now in service. She also reported that the radio programming starts today. She shared the cost of refurbishing Engine 2 has increased, and the cost of a new truck is not considerably more. She will discuss this further with Administrator Fragoso.

### **B. Police Department – Chief Cornett**

Chief Cornett reported there were 1,630 calls for service in June, 1,630 parking tickets were issued, and 102 incident reports were written along with five coyote sightings. He also reviewed the citations written for July 4, including aggravated assault and DUI. There was a significant increase in citations written for state law violations over last July 4. He commended the staff for their hard work in managing the holiday weekend.

He shared that he has received complaints from CDC about IOP Police Department staff taking dispatch calls. CDC is currently short-staffed, and he has directed his staff to dispatch calls that do not need to be routed through CDC, i.e., parking complaints. He told CDC his responsibility is to the people who live, work, and visit the Isle of Palms.

Regarding requests for a weekly crime blotter, he said he will add a link to Raidsonline to the Police Department's webpage.

Lastly, he shared that the concern he heard the most during community meetings was about speeding. He would like to institute traffic units once they are fully staffed.

**8. Miscellaneous Business**

The next meeting of the Public Safety Committee will be Monday, August 3, 2020 at 9am.

**9. Adjournment**

Council Member Ward made a motion to adjourn, and Council Member Pounds seconded the motion. The motion passed unanimously. The meeting was adjourned at 10:34am.

Respectfully submitted,

Nicole DeNeane  
City Clerk

# PAID BEACH PARKING

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CITY OF ISLE OF PALMS, SOUTH CAROLINA



# MISSION OF THE MANAGED BEACH PARKING PLAN

The mission of the Managed Beach Parking initiative is to regulate parking on state-controlled, SCDOT, rights-of-way within the residential areas of the City that are severely impacted by nonresident parking.

Managing parking mitigates impacts caused by adjacent beach and commercial uses. The implementation of ordinances and programs, modeled after the cities of Charleston and Columbia, enables safe, orderly beach parking in reasonable proximity to public beach accesses in compliance with the City's Local Comprehensive Beach Management Plan, while at the same time accomplishing the following purposes:

- Reduce hazardous traffic conditions;
- Ensure safe access for police, fire, and other emergency response vehicles responding to emergencies;
- Protect residential areas from polluted air, excessive noise, litter and refuse caused by the entry of vehicles;
- Protect the residents of such areas from unreasonable burdens in gaining access to their residences;
- Preserve the character of such areas as residential districts;
- Promote efficiency in the maintenance of residential streets in a clean and safe condition;
- Preserve the value of the property in such areas; and
- Preserve the safety of children, other pedestrians and traffic, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the City.

# OPERATING EXPENSES OF PARKING MANAGEMENT

Description	ACTUAL FY18	ACTUAL FY19	BUDGET FY20	BUDGET FY21	NOTES
<b>OPERATING EXPENSES</b>					
BEACH SERVICE OFFICER WAGES	81,781	93,912	111,500	90,440	Regular and OT
BEACH SERVICE OFFICER FRINGES	11,344	12,610	14,489	11,747	FICA and Workers Comp
PRINT AND OFFICE SUPPLIES	15,021	17,071	20,800	20,800	Supplies for kiosks & ticketing devices (\$6,000), residential parking decals/hangtags/booklets (\$9,000), enforcement supplies (\$5,000), parking lot annual passes (\$800). Repl kiosk covers in FY21 and FY24 (\$3,500)
BANK SERVICE CHARGES	26,582	35,248	30,000	30,000	Processing fees paid for parking kiosk credit card transactions.
ELECTRIC AND GAS	-	-	-	-	Landscape lighting in Front Beach area
TELEPHONE/CABLE	5,122	5,058	5,736	5,736	Estimated monthly Chas County radio fee and Internet service for 12 BSO enforcement tablets.
WATER AND SEWER	-	-	-	-	Irrigation
NON-CAPITAL TOOLS & EQUIPMENT	5,395	2,120	3,000	3,000	Provision for surveillance camera replacements if needed
MAINT & SERVICE CONTRACTS	19,348	15,377	16,500	16,500	Surveillance camera maint (\$1.5k), tablet/printer maint (\$5k), kiosk internet svc & data downlds (\$10k), monthly radio fee (\$30*12*10=\$3.6k)
MACHINE/EQUIPMENT REPAIR	11,832	2,120	14,000	14,000	Annual Parkeon maintenance contract for 18 kiosks
UNIFORMS	4,432	3,764	5,000	5,000	BSO uniforms
STREET SIGNS	1,813	1,397	5,000	5,000	Replace beach and/or parking signs as needed
INSURANCE	1,477	1,167	1,600	1,600	Property & liability coverage on parking kiosks
PROFESSIONAL SERVICES	32,063	31,358	35,000	35,000	Includes all T2 Parking Enforcement program fees, including residential parking permit mgt (\$33,500) + amored car service for kiosk collections (\$1500)
MISCELLANEOUS	188	8,284	7,500	7,500	Provision for unanticipated costs.
<b>SUBTOTAL OPERATING EXPENSES</b>	<b>216,398</b>	<b>229,486</b>	<b>270,125</b>	<b>246,323</b>	

## CAPITAL COSTS

	Purchase Cost	Estimated Years of Useful Life	Annual Cost
18 PARKING KIOSKS	214,943	8	26,868
RADIOS (\$7200 each)	72,000	8	9,000
COMPUTER TABLETS (\$900 each)	9,000	3	3,000
4 LOW SPEED VEHICLES	54,488	7	7,784
1 2016 PICKUP TRUCK	27,611	7	3,944
1 2012 PICKUP TRUCK	19,824	7	2,832
1 ATV (FY21 budgeted cost)	20,000	5	4,000
<b>TOTAL ESTIMATED CAPITAL</b>	<b>417,866</b>		<b>57,428</b>

**ESTIMATED ANNUAL COST OF PARKING MANAGEMENT**

**\$ 303,751**

# POLICE AND FIRE CALLS FOR SERVICE 2019

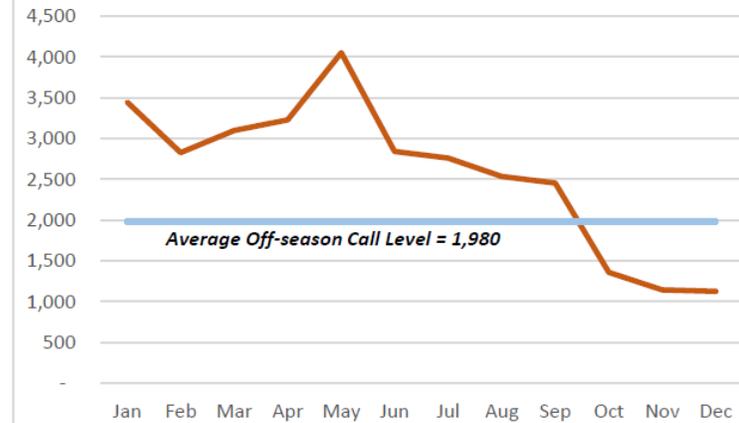
Month	# of Calls
Jan	3,449
Feb	2,827
Mar	3,098
Apr	3,231
May	4,054
Jun	2,842
Jul	2,762
Aug	2,534
Sep	2,453
Oct	1,357
Nov	1,142
Dec	1,125
<b>Total</b>	<b>30,874</b>

## POLICE DEPARTMENT

# of Months	Calls	Average Calls Per Month
-------------	-------	-------------------------

Off-season	5	9,900	1,980
In-season	7	20,974	2,996
	<b>12</b>	<b>30,874</b>	

2019 IOP Police Dept Calls for Service



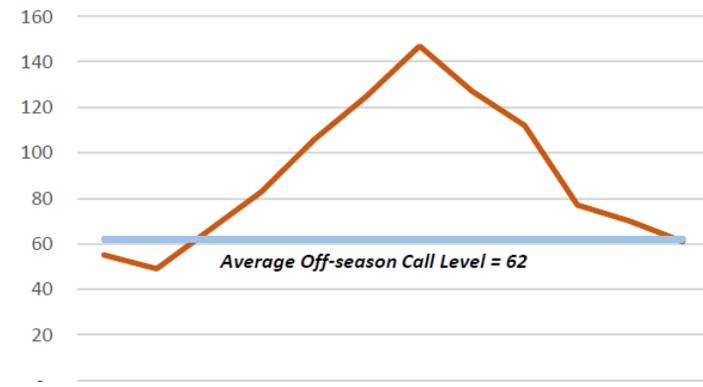
Month	# of Calls
Jan	55
Feb	49
Mar	66
Apr	83
May	106
Jun	125
Jul	147
Aug	127
Sep	112
Oct	77
Nov	70
Dec	61

## FIRE DEPARTMENT

# of Months	Calls	Average Calls Per Month
-------------	-------	-------------------------

Off-season	5	312	62
In-season	7	766	109
	<b>12</b>	<b>1,078</b>	

2019 IOP Fire Dept Calls for Service



# PAID RIGHT-OF-WAY BEACH PARKING

## EXISTING RIGHT-OF-WAY BEACH PARKING ZONES



- Both sides of Palm Boulevard between 21<sup>st</sup> and 40<sup>th</sup> Avenue +/- 357 spaces
- Landside of Palm Boulevard between 41<sup>st</sup> and 57<sup>th</sup> Avenue +/- 134 spaces
- Sections of 3<sup>rd</sup> through 9<sup>th</sup> Avenue +/- 61 spaces

- Breach Inlet parking lot? +/- 20 spaces
- Right of way on Hartnett, 27<sup>th</sup> and 28<sup>th</sup> adjacent to the Recreation Center?
- Right-of way adjacent to the Post Office lot?



## OTHER AREAS TO CONSIDER

# ENFORCEMENT HOURS



## TODAY

### Residential District:

Year-Round, 9am – 6pm

### Front Beach Parking:

May 1<sup>st</sup> through October 31<sup>st</sup>

8am – 8pm



## THINGS TO CONSIDER

Seasonal or Year-Round?

City could consider continuing to enforce the Residential District parking restrictions year-round from 9am – 6pm

&

Enforce all paid parking areas, including the right-of-way beach parking zones, from

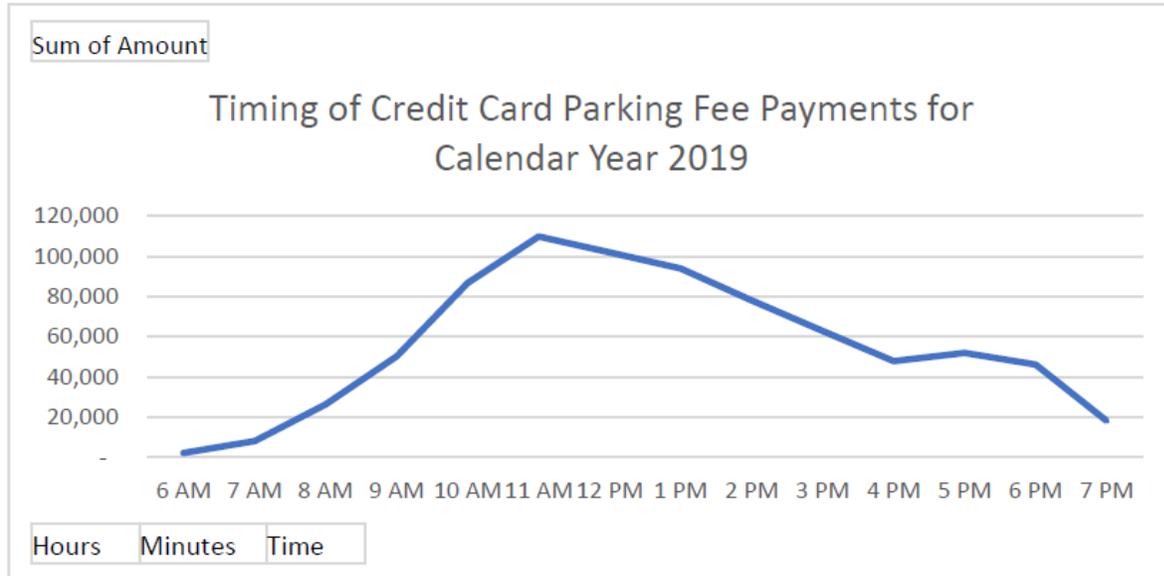
March 1<sup>st</sup> – October 31<sup>st</sup>

9am – 6pm

# IMPACT OF CHANGING FRONT BEACH ENFORCEMENT HOURS

Calendar Year 2019 Credit Card Transactions

Time	Dollar Amount
6 AM	2,204
7 AM	8,150
8 AM	26,263
9 AM	50,194
10 AM	86,626
11 AM	109,758
12 PM	101,791
1 PM	93,834
2 PM	78,001
3 PM	62,861
4 PM	47,867
5 PM	51,844
6 PM	46,086
7 PM	18,181
<b>Grand Total</b>	<b>783,660</b>



Dollars collected prior to 9am	36,617
Dollars collected after 6pm	18,181
<b>Total</b>	<b>54,798</b>
% of All Fees Collected	7%

Estimate revenue loss if Front Beach parking enforcement period is changed from 8am - 8pm to 9am - 6pm

Total FY19 Parking Revenue	932,511
	7%
<b>Estimated parking revenue lost</b>	<b>65,276</b>

# PARKING RATES

On-street metered parking on Ocean Boulevard between 10<sup>th</sup> and 14<sup>th</sup> Avenue: **\$2.50 per hour**

Municipal Parking Lots on Pavilion Drive:

**\$10 Monday – Friday**

**\$15 Saturday, Sunday & Holidays**

**\$2 per hour after 4pm**

Right-of-Way Beach Parking:

**Daily, hourly or both?**

**Seasonal passes for non-residents?**



# PARKING RATE COMPARISON

Location	Hourly Rate	Enforcement Hours	Seasonal/Year Round
Folly Beach, SC	\$2	Monday – Sunday 8am – 10pm	Year Round
Surfside Beach, SC	\$2	Monday – Sunday 7am – 7pm	Seasonal
Myrtle Beach, SC	\$2	Monday – Sunday 9am – 12am	Seasonal
North Myrtle Beach, SC	\$2	Monday – Sunday 9am – 5pm	Seasonal
Wrightsville Beach, NC	\$3	Monday – Sunday 9am – 8pm	Seasonal
Carolina Beach, NC	\$2.50	Monday – Sunday 8am – 10pm	Seasonal

# PAYMENT SYSTEM

flowbird.

## Front Beach Parking:

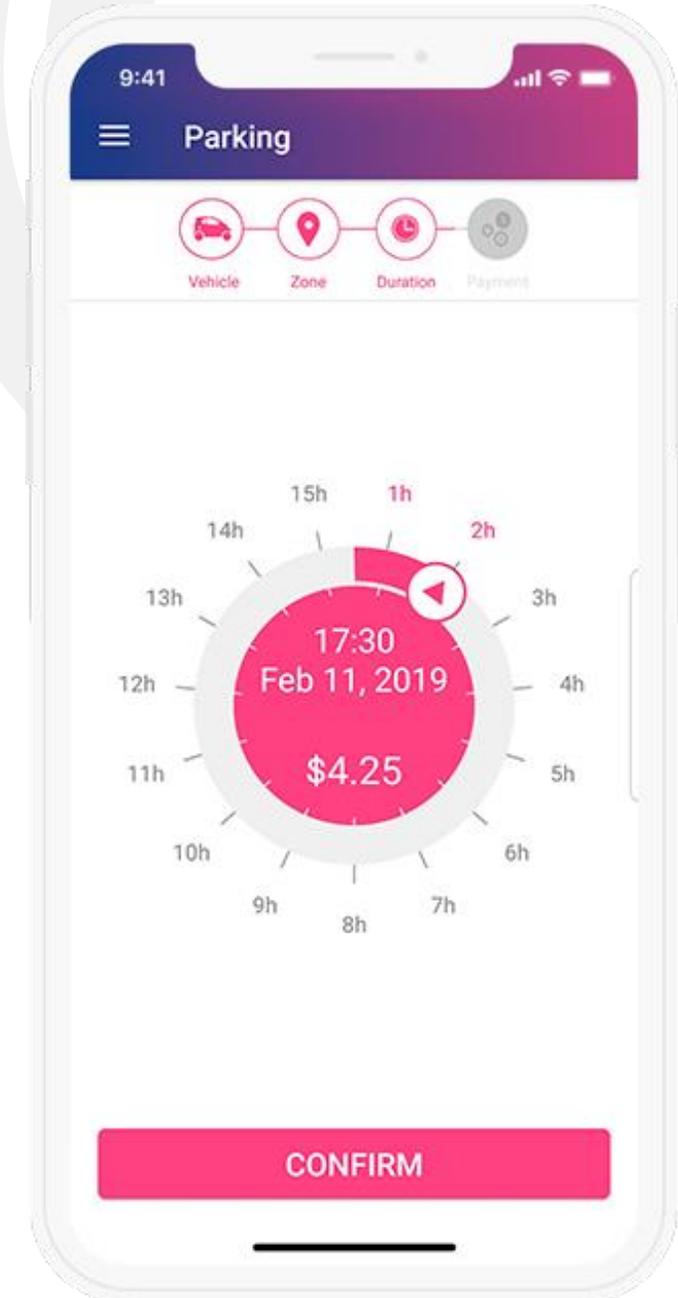
Pay by App & Kiosks

## Right-of-Way Beach Parking:

Pay by App Only

## Mobile Payment Application:

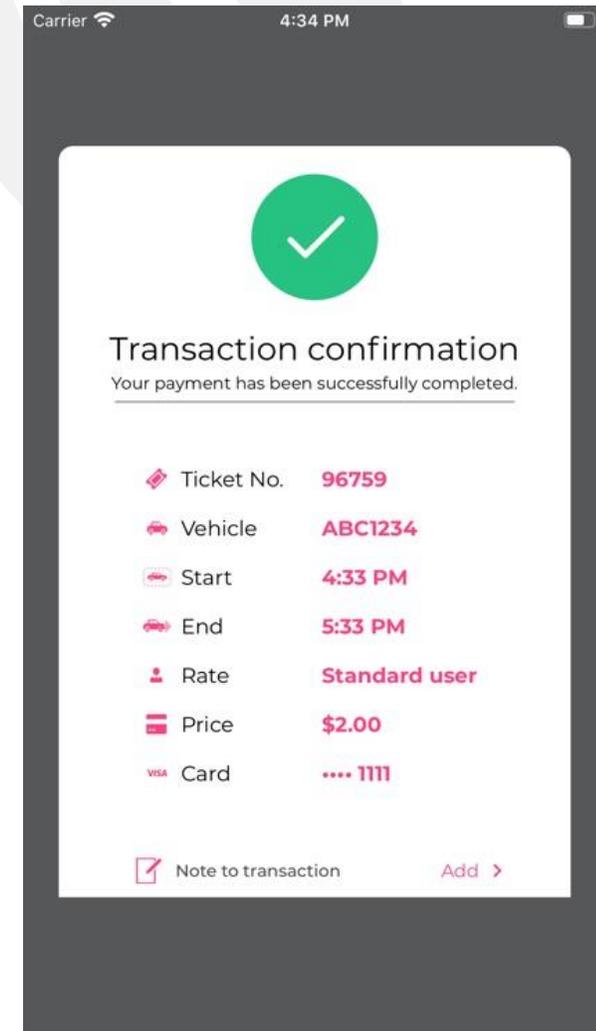
Flowbird



# PAY BY APP FEATURES

- No need for kiosks
- Citizens can download the app from Google Play or the App store or by using the QR code in the signage
- Parker enters the zone number, license plate, and identify the time length for their parking session
- Four ways to pay: Mobile app, Mobile web, IVR (telephone) and SMS (text)
- The app provides time expiration reminders and the ability to extend time/payment directly from the phone. The app will soon provide real time parking availability – it will take data from the payment and Flowbird to predict where people may find available parking.

flowbird.



# ENFORCEMENT

- Police Department responsible for enforcement
- 10 Beach Services Officers enforce parking violations by zones
- FY21 proposed budget includes \$100K for the purchase of 2 License Plate Readers and 2 additional tablets and printers for tickets
- Replace existing “Beach Parking” signs with “Beach Parking Pay to Park ”
- Flowbird provides additional signage at no cost



# RESIDENTIAL PARKING DECAL

City issues annual residential parking decals and daily visitor passes to residents and property owners by showing proof of residency and ownership.

Vehicles and golf carts with a valid residential parking decal may park along the public right-of-way in the Residential and Beach Parking areas during the times when parking is regulated at no extra cost.



# SCDOT APPROVAL PROCESS

SCDOT stated they will approve paid parking system in the road right-of-way as long as there is proper pay-to-park signage, there is no more than a 2" drop off from the edge of the road to the shoulder and the City assumes maintenance responsibility of the shoulders, not including existing drainage infrastructure.

Fees must be reasonable and be used to cover the cost of managing the parking plan and maintenance of the shoulders.

City needs to submit an encroachment permit modification request and letter assuming maintenance responsibility of the shoulders. Two-week approval process.



# NEXT STEPS



# COUNCIL DIRECTION



Locations for implementation



Days and times of enforcement



Parking rates



Responsibility for shoulder of the road maintenance

**THANK YOU!**





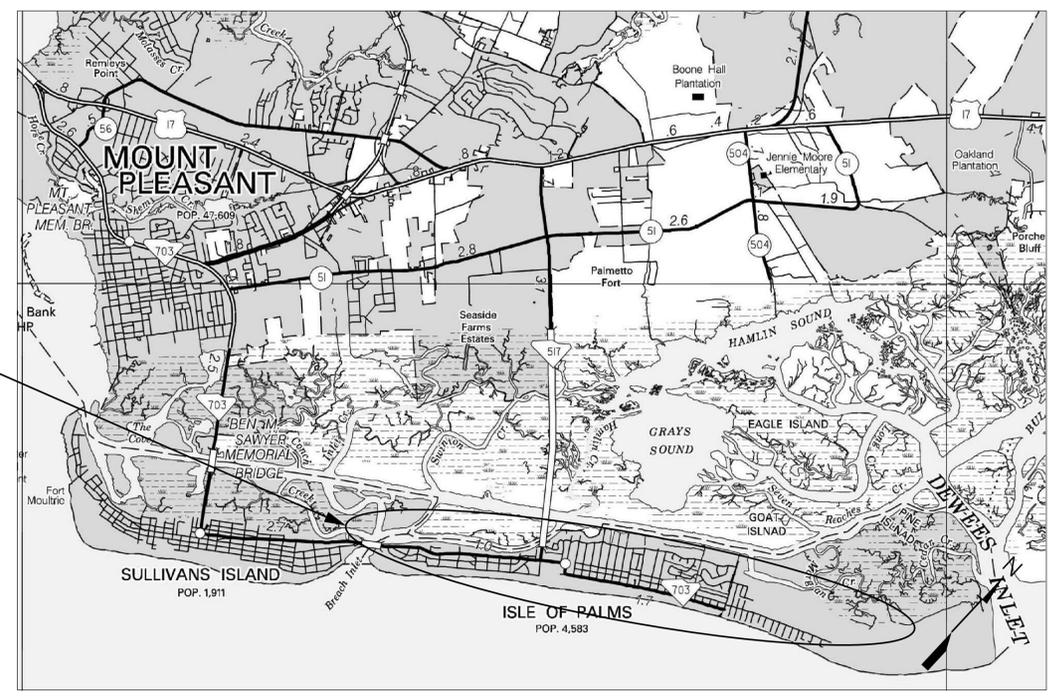
PRELIMINARY PLANS

Design Reference for these plans is the:  
2001  
AASHTO "A Policy on Geometric Design of Highways and Streets"

INDEX OF SHEETS		
SHEET NO.	DESCRIPTION	SHEET SUBTOTALS
1	TITLE SHEET	1
2	SUMMARY OF ESTIMATED QUANTITIES	1
3-4	SIGN DETAILS	2
5-15	PARKING ZONE KEY SHEETS	11
16-26	SIGNING PLANS	11
TOTAL		26

PROPOSED PLANS  
FOR  
CITY OF ISLE OF PALMS  
VARIOUS ROADS IN CITY OF ISLE OF PALMS LIMITS

MANAGED BEACH PARKING  
SIGNING PLAN



PROJECT LIMITS ARE WITHIN CITY OF ISLE OF PALMS CITY LIMITS

LAYOUT  
SCALE 1 INCH = N.T.S. FEET

User: nvashisth U:\1710\active\17100448 - 10P\2018-04\_Update\Plan Sheets\Parking Revision Plans\17100448\_TITLE\_SHEET.dgn

3 DAYS BEFORE DIGGING IN  
SOUTH CAROLINA  
**CALL 811**  
SOUTH CAROLINA 811 (SC811)  
www.SC811.COM  
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT?  
YES /  NO

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

CONSULTING ENGINEERING FIRM

Stantec Consulting Services  
4969 Centre Pointe Drive, Suite 200  
North Charleston, SC 29418  
Tel: 843.740.7700  
Fax: 843.740.7707  
www.stantec.com

ENGINEER OF RECORD

FOR CONSTRUCTION : \_\_\_\_\_ DATE \_\_\_\_\_



**RESIDENT PERMIT PARKING 9AM-6PM**

R7-5\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[RESIDENT] C 2K; [PERMIT] C 2K;  
[PARKING] C 2K;  
[9AM-6PM] C 2K specified length;  
Table of distances between letter and object lefts.

R	E	S	I	D	E	N	T
0.9	1.5	1.2	1.5	0.7	1.5	1.4	1.0
0.9	2.2	7.6	2.2	0.9	2.2	1.4	1.5
1.4	9.2	9	1.4	1.5	12	1.5	1.5

Sign No. : RRP  
Number of Signs : 4  
Reflec. Type :  
Refers to Sheet(s) : 24  
Cadd Name :

NOTE:  
SIGN RRP IS FOR REGULATED RESIDENTIAL PERMIT PARKING  
MOUNT PLAQUE 6" BELOW RESIDENTIAL PERMIT PARKING SIGN

**NO PARKING EITHER SIDE**

R8-1\_18x24; 1.5" Radius, 0.6" Border, 0.4" Indent, Red on White;  
[NO] D 2K specified length; [PARKING] C 2K specified length;  
[EITHER] D 2K; [SIDE] D 2K;  
Table of distances between letter and object lefts.

N	O
6.4	3.0
2.1	2.0
2.4	2.2
2.2	2.1
1.1	2.3
1.6	2.1

Sign No. : SIGN M  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**ANGLE PARKING ONLY**

R7-5\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[ANGLE] C 2K; [PARKING] C 2K;  
[ONLY] C 2K;  
Standard Arrow Custom 7.8" X 2.0" 0°;  
Table of distances between letter and object lefts.

A	N	G	L	E
2.5	1.6	1.5	1.3	1.1
2.5	1.4	1.4	1.5	1.4
0.8	1.5	1.4	0.8	1.5
1.1	1.1	1.4	1.5	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.1	1.4	1.5	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.1	1.4	1.5	1.1

Sign No. : SIGN N  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**ANGLE PARKING ONLY**

R7-5\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[ANGLE] C 2K; [PARKING] C 2K;  
[ONLY] C 2K;  
Standard Arrow Custom 7.8" X 2.0" 180°;  
Table of distances between letter and object lefts.

A	N	G	L	E
2.5	1.6	1.5	1.3	1.1
2.5	1.4	1.4	1.5	1.4
0.8	1.5	1.4	0.8	1.5
1.1	1.1	1.4	1.5	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.1	1.4	1.5	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.1	1.4	1.5	1.1

Sign No. : SIGN O  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**GOLF CART PARKING ONLY**

CUSTOM\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[GOLF] C 2K specified length;  
[CART] B 2K specified length;  
[PARKING] C 2K specified length;  
[ONLY] C 2K specified length;  
Standard Arrow Custom 7.8" X 2.0" 0°;  
Table of distances between letter and object lefts.

G	O	L	F
2.5	1.8	2.0	1.7
1.5	1.3	1.6	1.4
1.4	1.4	1.4	0.7
1.5	1.1	1.5	1.1
1.5	1.3	1.6	1.4
1.4	0.7	1.5	1.1
1.5	1.1	1.5	1.1

Sign No. : SIGN P  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**GOLF CART PARKING ONLY**

CUSTOM\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[GOLF] C 2K specified length;  
[CART] B 2K specified length;  
[PARKING] C 2K specified length;  
[ONLY] C 2K specified length;  
Standard Arrow Custom 7.8" X 2.0" 180°;  
Table of distances between letter and object lefts.

G	O	L	F
2.5	1.8	2.0	1.7
1.5	1.3	1.6	1.4
1.4	1.4	1.4	0.7
1.5	1.1	1.5	1.1
1.5	1.3	1.6	1.4
1.4	0.7	1.5	1.1
1.5	1.1	1.5	1.1

Sign No. : SIGN Q  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**NO PARKING ANY TIME**

R7-1\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Red on White;  
[NO] C 2K specified length;  
[PARKING] B 2K specified length;  
[ANY] C 2K specified length;  
[TIME] C 2K specified length;  
Double Headed Arrow Custom - 7.8" X 2.0" 180°;  
Table of distances between letter and object lefts.

N	O
4.0	2.2
1.1	1.4
1.8	1.5
1.5	0.7
1.6	1.3
1.6	1.3
1.1	1.5

Sign No. : SIGN A  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**PARALLEL PARKING ONLY**

R7-5\_12x12;  
1.5" Radius, 0.3" Border, 0.3" Indent, Green on White;  
[PARALLEL] B 2K 90% spacing;  
[PARKING] B 2K 90% spacing;  
[ONLY] D 2K;  
Table of distances between letter and object lefts.

P	A	R	A	L	L
0.9	0.5	0.8	0.6	0.8	0.6
0.9	0.5	0.8	0.6	0.8	0.6
1.2	0.6	0.8	0.7	0.4	0.7
0.5	0.9	0.5	0.9	0.5	0.9

Sign No. : S  
Number of Signs : 46  
Reflec. Type :  
Refers to Sheet(s) : 18 - 23  
Cadd Name :

NOTE:

**NO PARKING 4 FEET OF PAVEMENT**

R8-1\_18x24; 1.5" Radius, 0.6" Border, 0.4" Indent, Red on White;  
[4 FEET OF] D 2K; [PAVEMENT] D 2K specified length;  
Table of distances between letter and object lefts.

N	O
6.4	3.0
2.1	2.0
2.4	2.2
2.2	2.1
1.1	2.3
1.6	2.1

Sign No. : SIGN I  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:

**BEACH PARKING**

R7-5\_12x18;  
1.5" Radius, 0.4" Border, 0.4" Indent, Green on White;  
[BEACH] C 2K; [PARKING] C 2K;  
Table of distances between letter and object lefts.

B	E	A	C	H
2.6	1.4	1.2	1.6	1.5
2.6	1.4	1.2	1.6	1.5
1.1	2.6	1.1	2.6	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.4	0.8	1.5	1.1
1.4	1.4	1.5	1.4	0.8
1.5	1.1	1.4	1.5	1.1

Sign No. : BVP  
Number of Signs :  
Reflec. Type :  
Refers to Sheet(s) :  
Cadd Name :

NOTE:  
SIGN BVP IS FOR BEACH VISITOR PARKING

**NO TRAILER PARKING**

R7-5\_12x12;  
1.5" Radius, 0.3" Border, 0.3" Indent, Red on White;  
[NO] C 2K; [TRAILER] B 2K;  
[PARKING] B 2K;  
Table of distances between letter and object lefts.

N	O
5.0	1.1
0.9	5.0
1.2	0.6
0.7	0.8
0.4	0.6
0.5	0.7

Sign No. : R  
Number of Signs : 9  
Reflec. Type :  
Refers to Sheet(s) : 23 & 24  
Cadd Name :

NOTE:

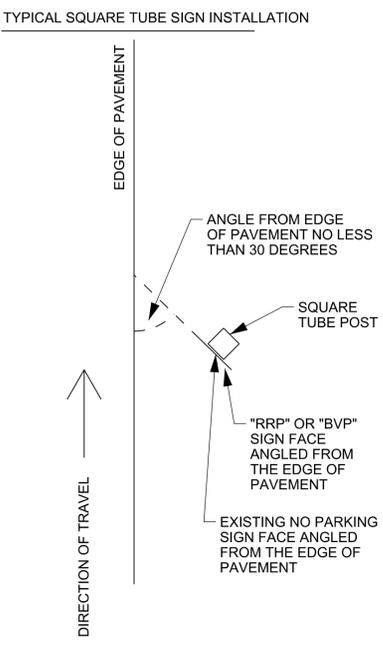
**DOUBLE PARKING PROHIBITED**

R7-5\_12x12;  
1.5" Radius, 0.3" Border, 0.3" Indent, Red on White;  
[DOUBLE] B 2K; [PARKING] B 2K;  
[PROHIBITED] C 2K;  
Table of distances between letter and object lefts.

D	O	U	B	L	E
1.3	0.7	0.8	0.8	0.7	0.6
1.3	0.6	0.8	0.7	0.7	0.4
0.8	0.5	1.3	0.8	0.8	0.7
2.2	0.9	0.9	1.0	0.4	0.9
0.3	0.8	0.8	0.7	2.2	0.9

Sign No. : T  
Number of Signs : 49  
Reflec. Type :  
Refers to Sheet(s) : 18 - 23  
Cadd Name :

NOTE:



NOTES: \*\*THESE NOTES PERTAIN ONLY TO SIGNS INSTALLED AT A 45° ANGLE

⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED WITH A 14" 3P U-CHANNEL POST AND AN EXISTING "NO PARKING 4 FEET OF PAVEMENT" SIGN TO BE RETAINED. ADD A NEW "BVP" SIGN TO FACE ONCOMING TRAFFIC (PERPENDICULAR TO THE EDGE OF PAVEMENT) ABOVE THE "NO PARKING 4 FEET OF PAVEMENT" WHICH SHALL FACE ONCOMING TRAFFIC.

○ REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED.

● REPRESENTS A NEW POST AND SIGN(S). FOR LOCATIONS WITH ONLY A NEW "BVP" SIGN, ATTACH SIGN TO A SINGLE 12" 3P U-CHANNEL POST. FOR LOCATIONS WITH A NEW "BVP" SIGN AND "SIGN I", ATTACH SIGNS TO A SINGLE 14" 3P U-CHANNEL POST, WITH THE "BVP" SIGN MOUNTED 2" ABOVE "SIGN I". FOR LOCATIONS WITH A NEW "RRP" SIGN, ATTACH SIGN TO A SINGLE 13" 3P U-CHANNEL POST. FOR LOCATIONS WITH ONLY A NEW "I" SIGN, ATTACH SIGN TO A SINGLE 13" 3P U-CHANNEL POST.

ALL SIGNS SHALL HAVE A MINIMUM 7' CLEARANCE FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE PAVEMENT.

User: nvastisrth  
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4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" = HORIZ
R/W	DATE		SCALE 1" = VERT

CITY OF ISLE OF PALMS  
ISLE OF PALMS PARKING PROGRAM  
SIGN DETAILS  
SCALE:

**RESIDENT  
PERMIT  
PARKING  
9AM-6PM**

Sign No. : SIGN RRP \_\_\_\_\_

**RESIDENT  
PERMIT  
PARKING  
9AM-6PM**

**NO  
TRAILER PARKING**

Sign No. : SIGNS RRP & R \_\_\_\_\_

**BEACH  
PARKING**

**PARALLEL PARKING  
ONLY**

**DOUBLE PARKING  
PROHIBITED**

Sign No. : SIGNS BVP, S & T \_\_\_\_\_

**NO  
PARKING  
4 FEET OF  
PAVEMENT**

**PARALLEL PARKING  
ONLY**

**DOUBLE PARKING  
PROHIBITED**

Sign No. : SIGNS I, S & T \_\_\_\_\_

**BEACH  
PARKING**

**NO  
PARKING  
4 FEET OF  
PAVEMENT**

**PARALLEL PARKING  
ONLY**

**DOUBLE PARKING  
PROHIBITED**

Sign No. : SIGNS BVP, I, S & T \_\_\_\_\_

User: nvashisth  
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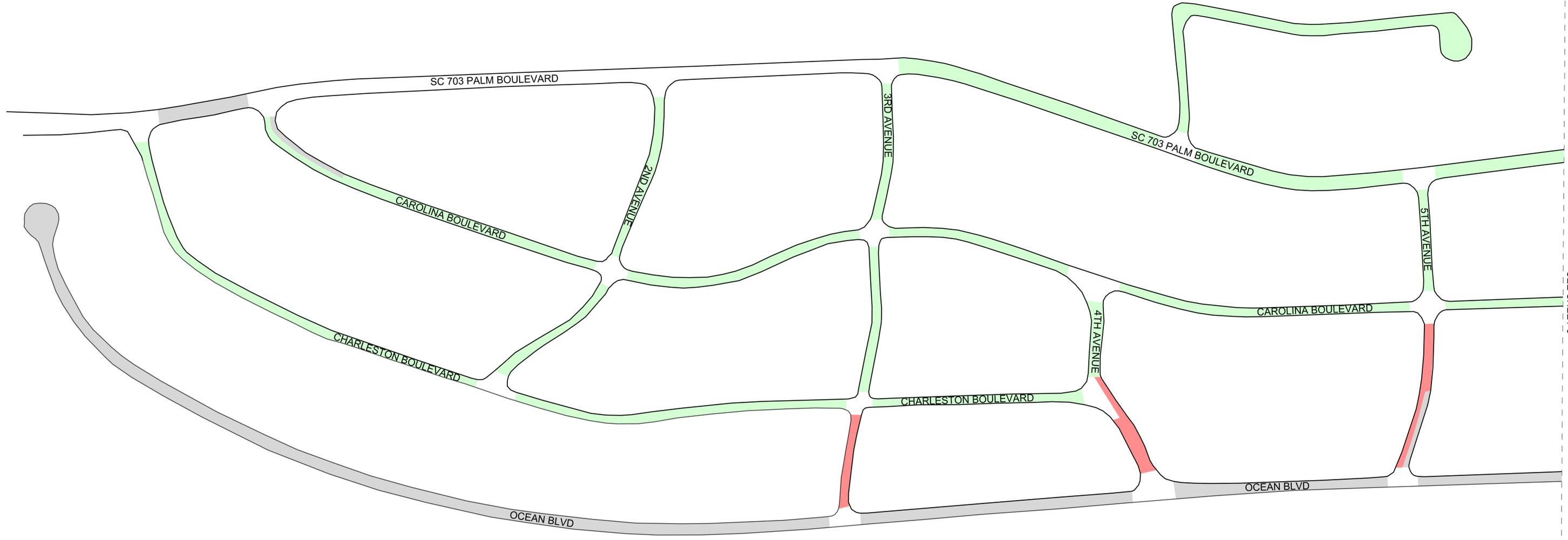


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
TOPO.		DATE	PLAN SCALE 1" =	
DWG.		DATE	PROF SCALE 1" =	HORIZ
R/W		DATE	SCALE 1" =	VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGN DETAILS

SCALE:



MATCHLINE  
SEE SHEET 5

User: nvdshststth  
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- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES



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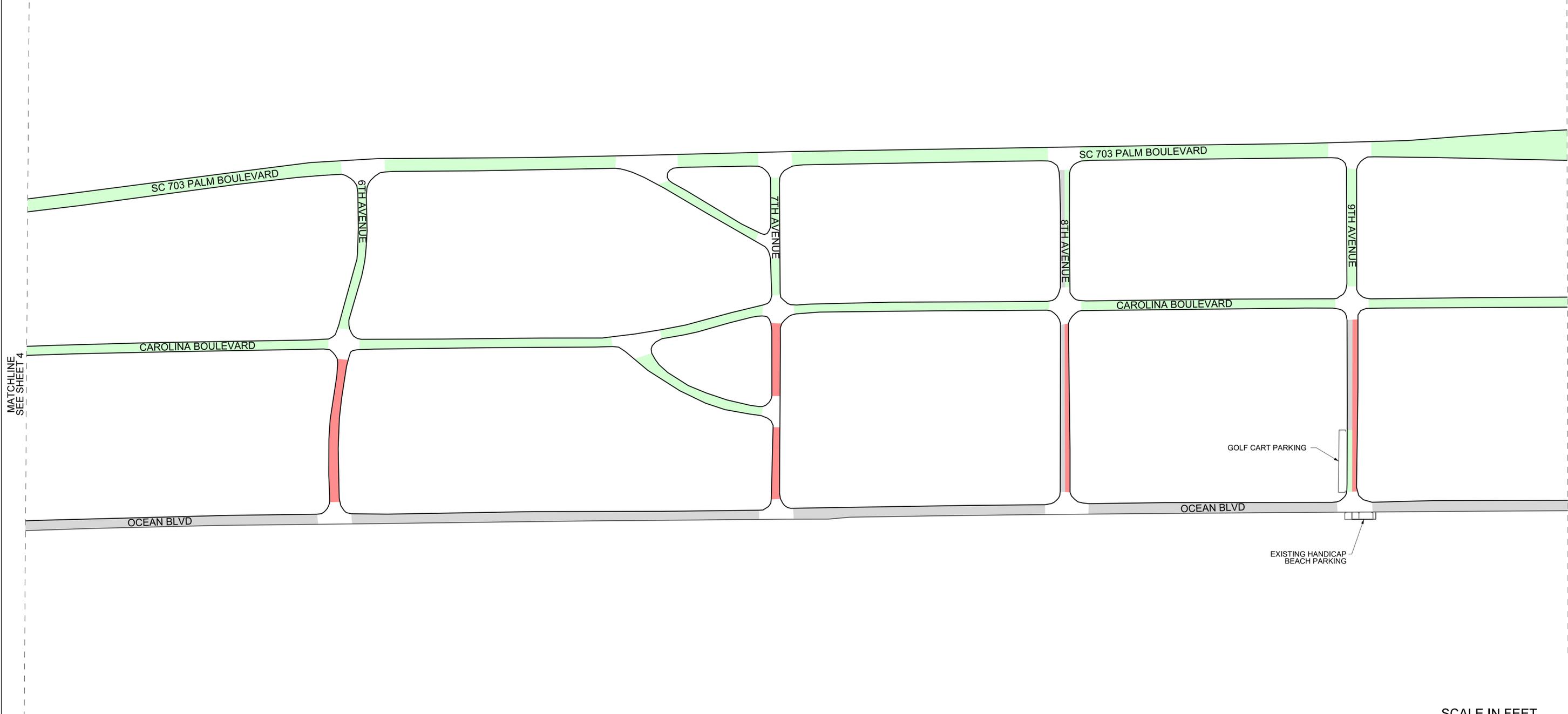


4				
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
TOPO.		DATE	PLAN SCALE 1" =	
DWG.		DATE	PROF SCALE 1" =	HORIZ
R/W		DATE	SCALE 1" =	VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES



User: nvdshststth  
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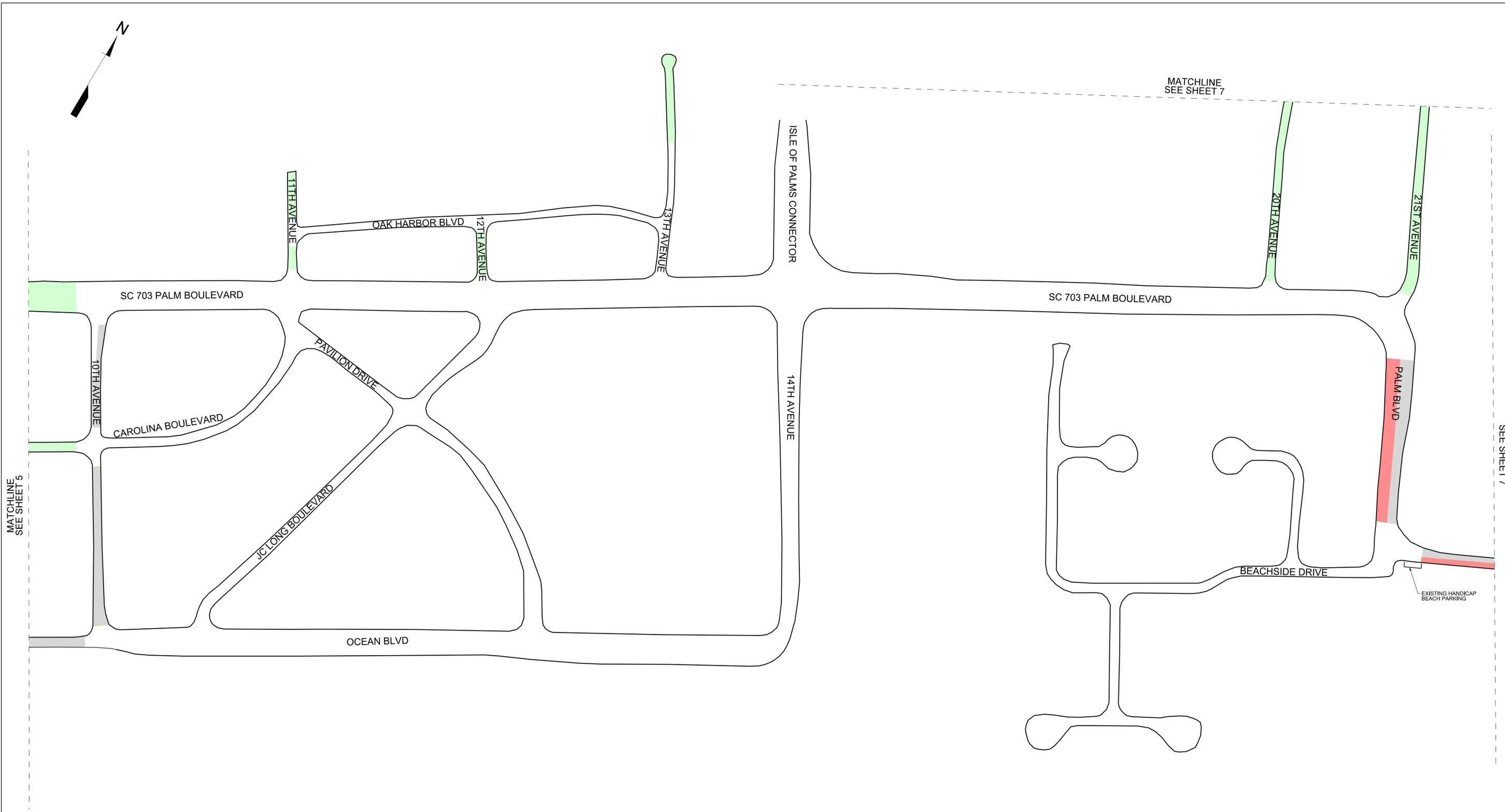


REV. NO.	BY	DATE	DESCRIPTION OF REVISION
4			
3			
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1			
TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" = HORIZ
R/W	DATE		SCALE 1" = VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'



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- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
4			
3			
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TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" = HORIZ
R/W	DATE		SCALE 1" = VERT

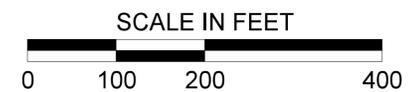
CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES



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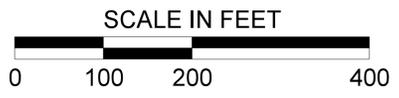
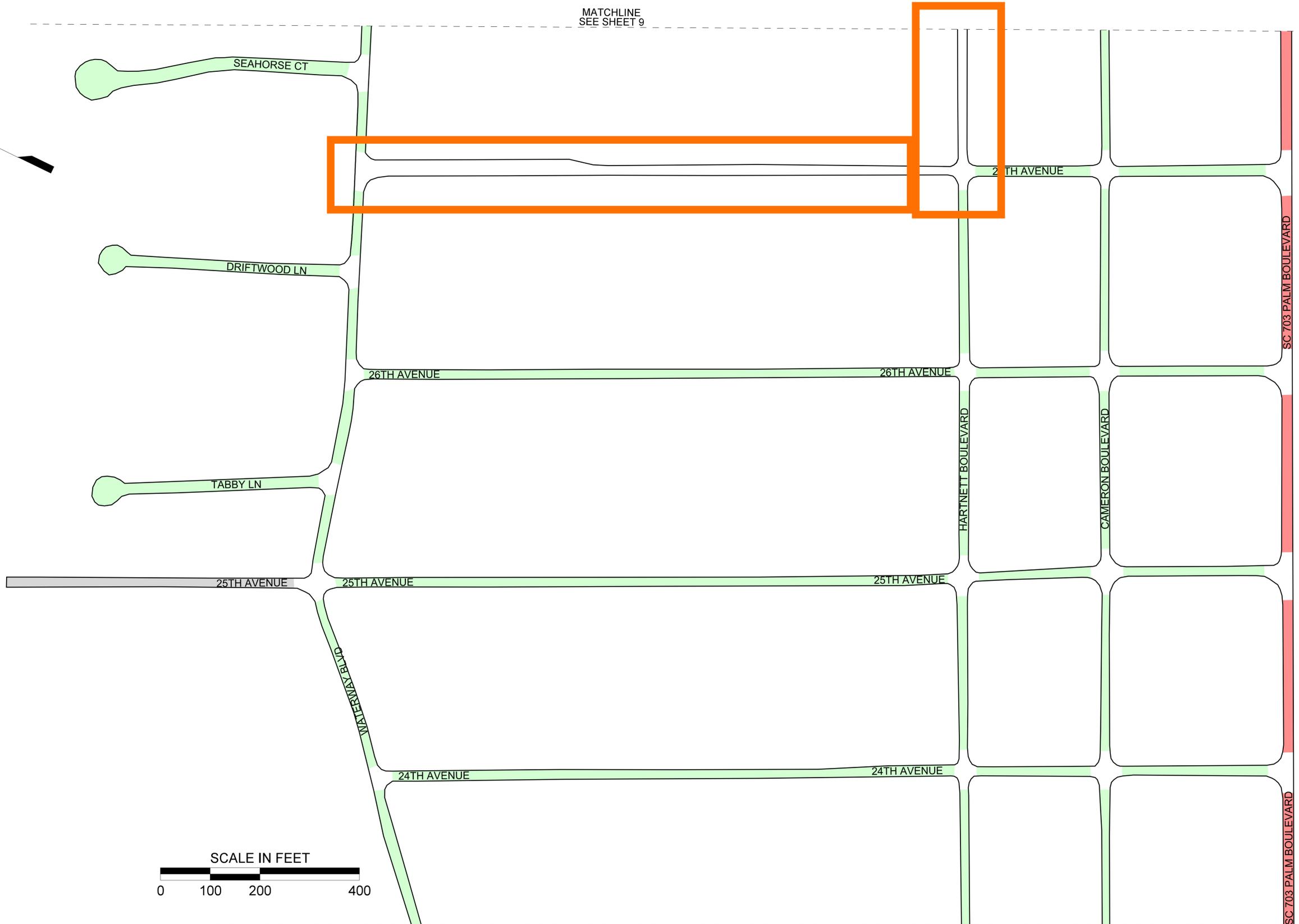
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
TOPO.		DATE	PLAN SCALE 1" =	
DWG.		DATE	PROF SCALE 1" =	HORIZ
R/W		DATE	SCALE 1" =	VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'

MATCHLINE  
SEE SHEET 9



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

MATCHLINE  
SEE SHEET 7

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4				
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	
TOPO.		DATE	PLAN SCALE 1" =	
DWG.		DATE	PROF SCALE 1" =	HORIZ
R/W		DATE	SCALE 1" =	VERT

CITY OF ISLE OF PALMS

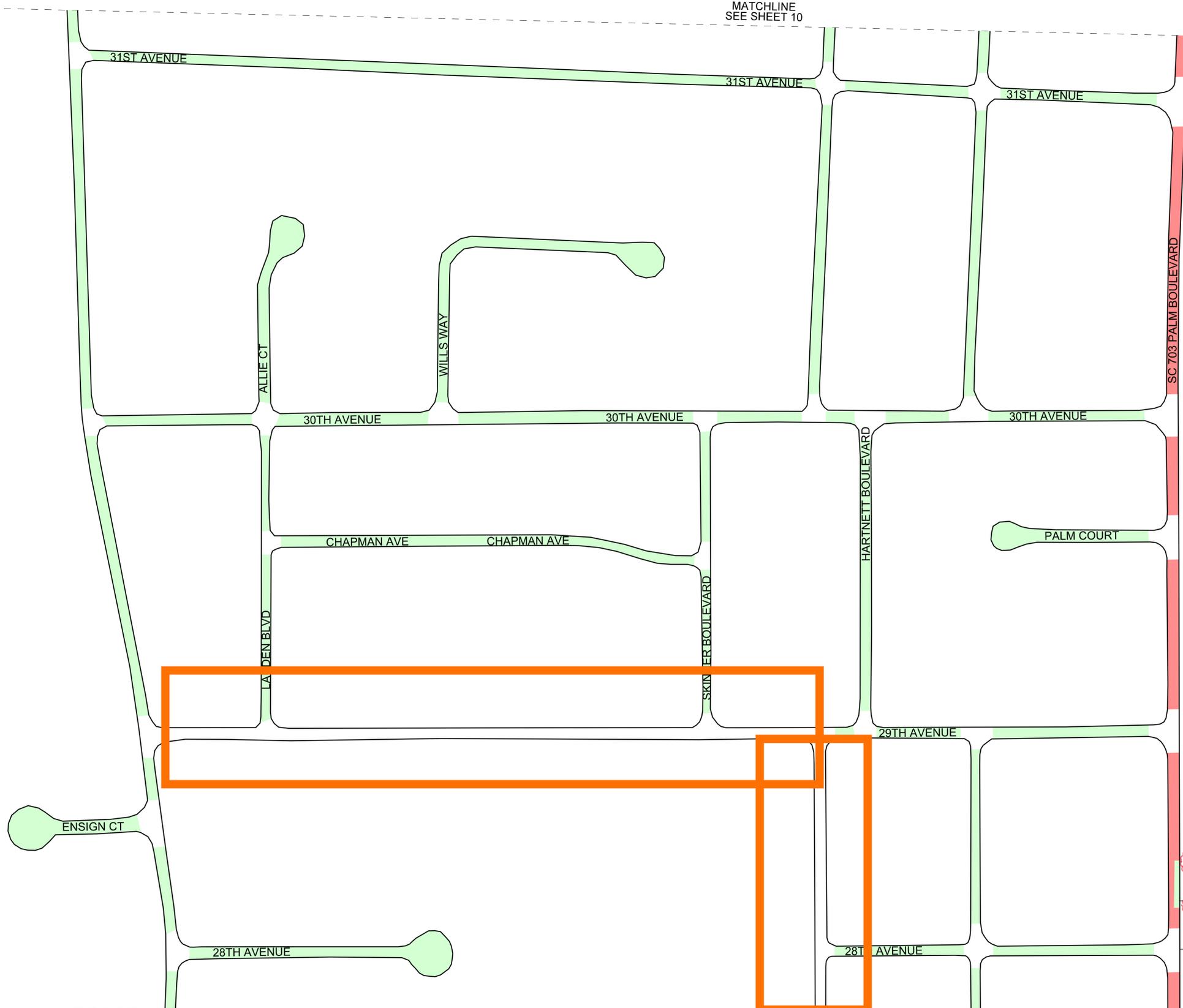
ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'

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MATCHLINE  
SEE SHEET 10

GOLF CART PARKING



- ADDED \*GOLF CART W/ RIGHT ARROW S
- ADDED GOLF CART
- ADDED \*GOLF CART W/ LEFT ARROW SIC
- GOLF CART PARKING



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

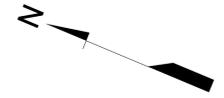
MATCHLINE  
SEE SHEET 8

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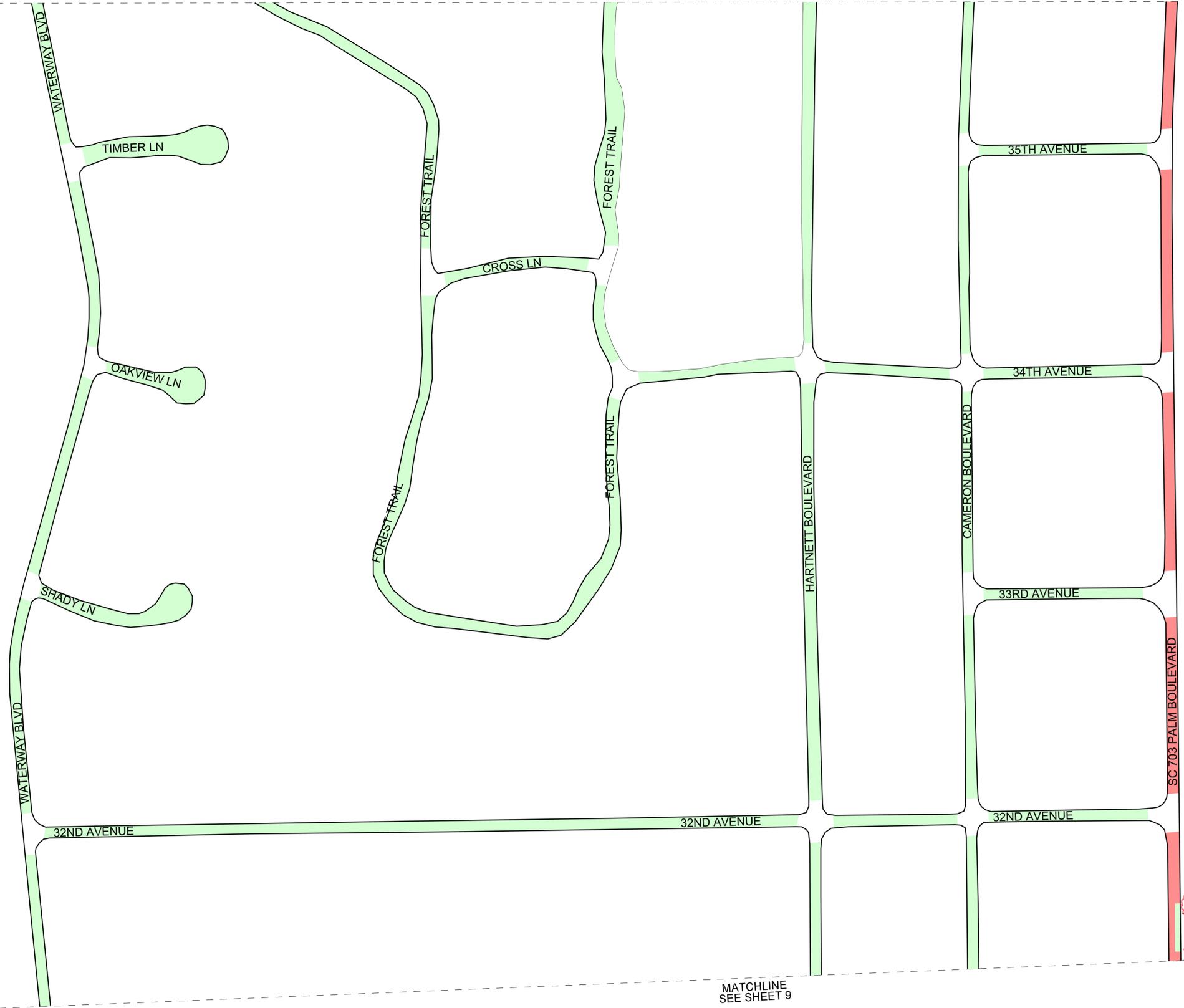
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" = HORIZ
R/W	DATE		SCALE 1" = VERT

CITY OF ISLE OF PALMS  
ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS  
SCALE: 1" = 100'



MATCHLINE  
SEE SHEET 11

MATCHLINE  
SEE SHEET 9



ADDED "GOLF CART P  
W/ RIGHT ARROW SIG  
ADDED "GOLF CART P  
W/ LEFT ARROW SIG



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

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4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
TOPO.		DATE	PLAN SCALE 1" =
DWG.		DATE	PROF SCALE 1" = HORIZ
R/W		DATE	SCALE 1" = VERT

CITY OF ISLE OF PALMS  
ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS  
SCALE: 1" = 100'

User: nvashis1th  
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MATCHLINE  
SEE SHEET 12



MATCHLINE  
SEE SHEET 10

- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

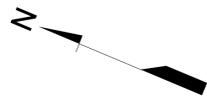
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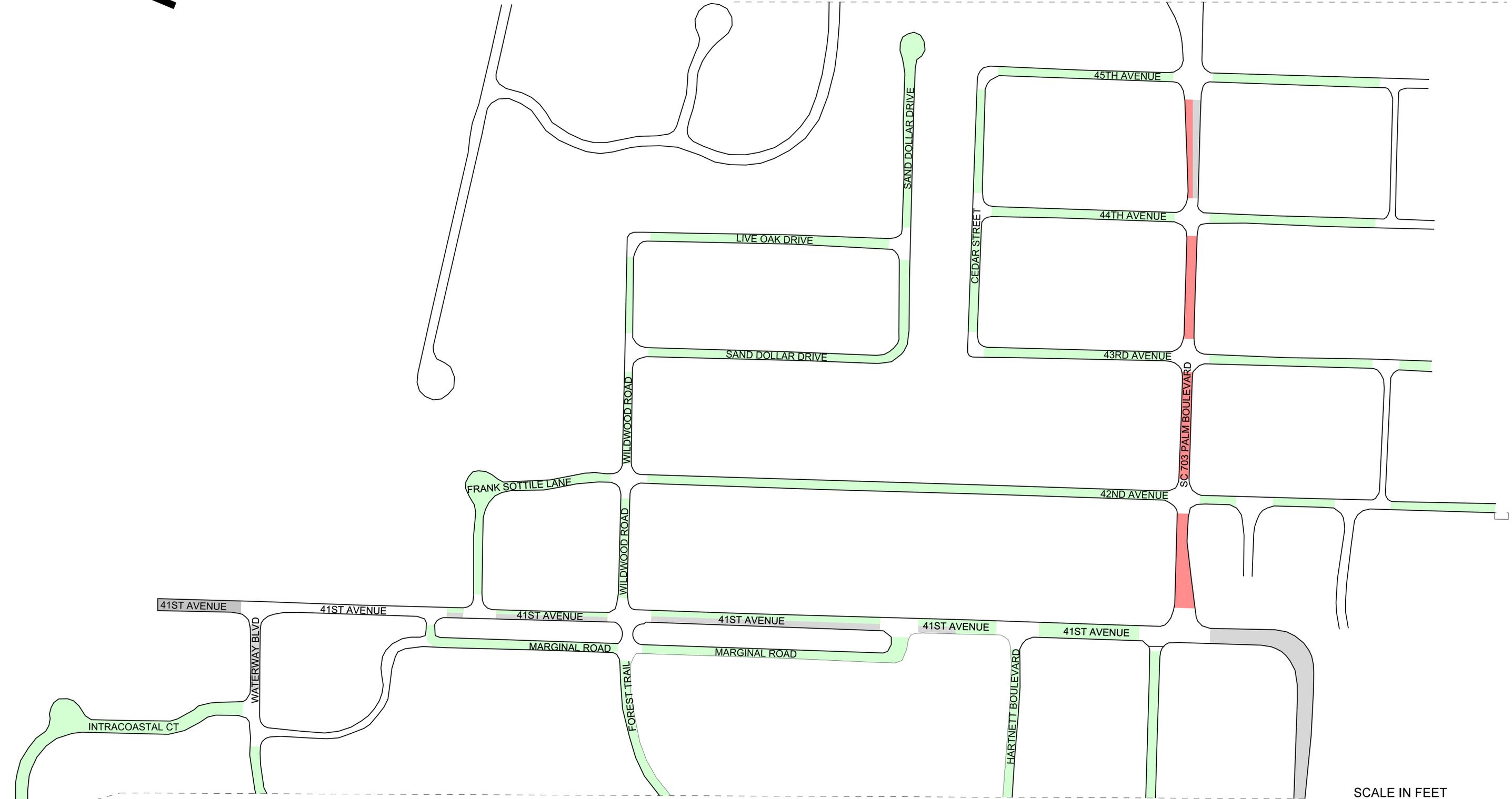


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
TOPO.		DATE	PLAN SCALE 1" =
DWG.		DATE	PROF SCALE 1" = HORIZ
R/W		DATE	SCALE 1" = VERT

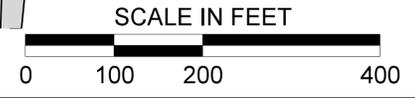
CITY OF ISLE OF PALMS  
 ISLE OF PALMS PARKING PROGRAM  
 PARKING ZONE KEY SHEETS  
 SCALE: 1" = 100'



MATCHLINE  
SEE SHEET 13



MATCHLINE  
SEE SHEET 11



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES

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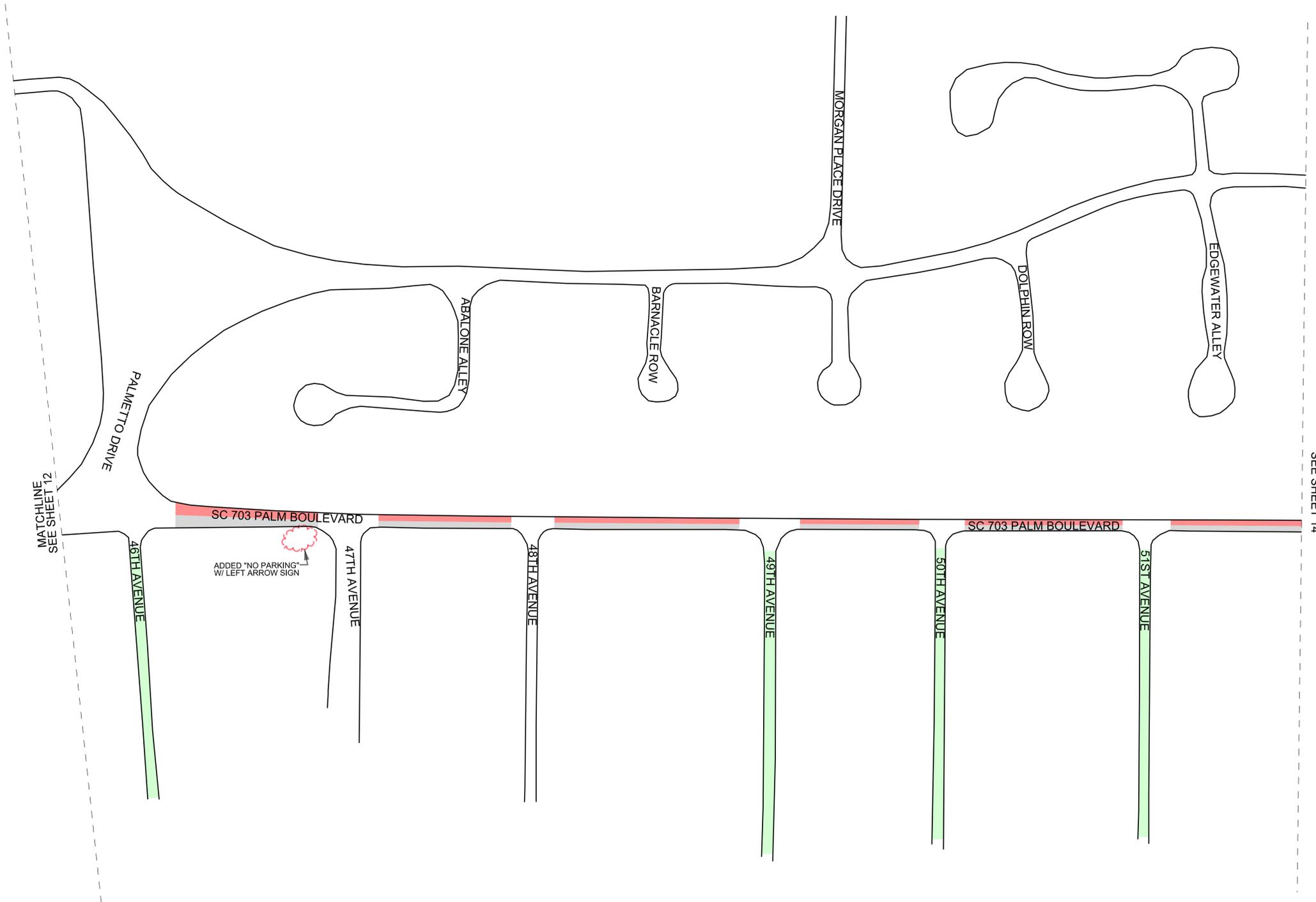
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DWG.		DATE	PROF SCALE 1" = HORIZ
R/W		DATE	SCALE 1" = VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'

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MATCHLINE  
SEE SHEET 12

MATCHLINE  
SEE SHEET 14

ADDED "NO PARKING"  
W/ LEFT ARROW SIGN

- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES



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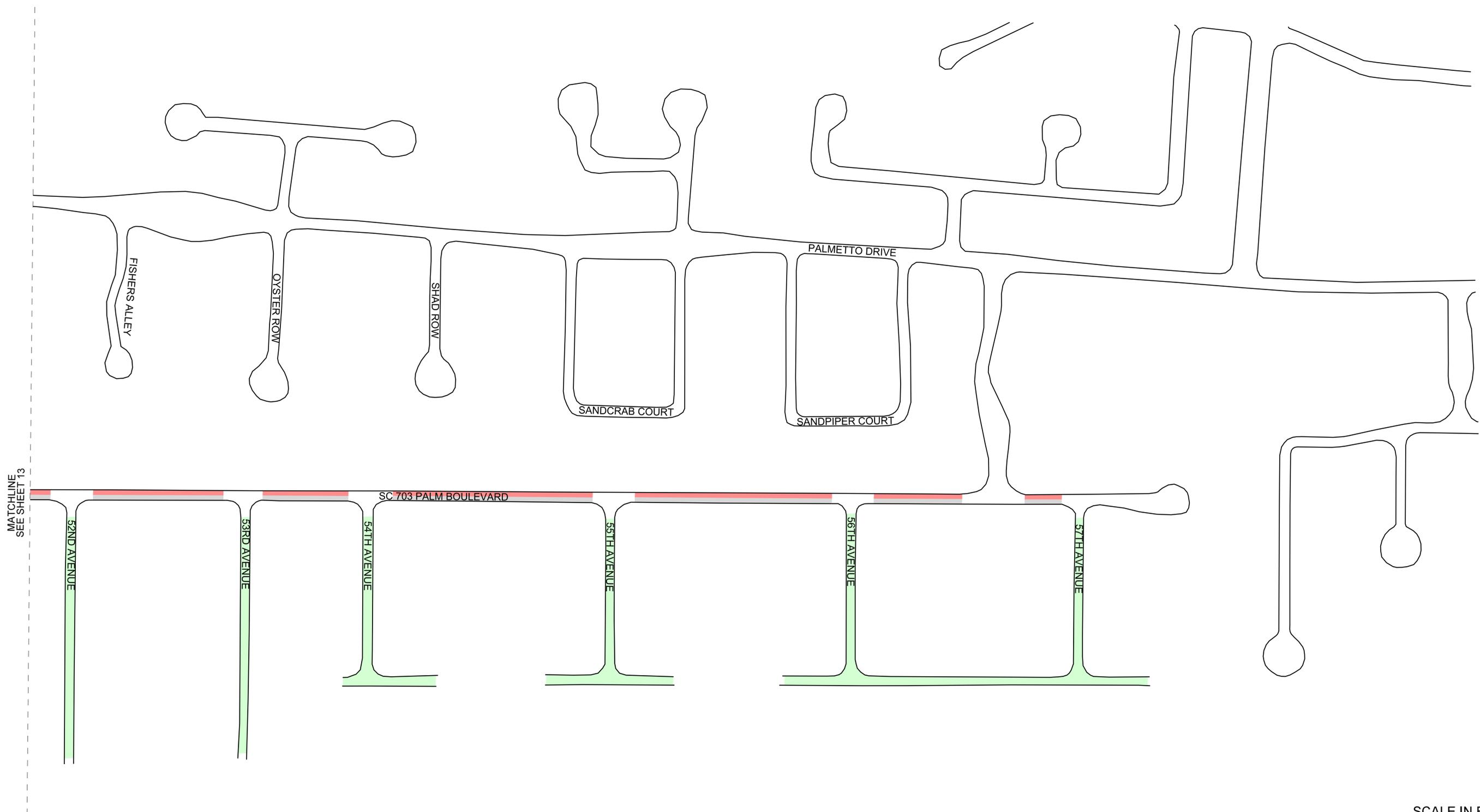


REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" = HORIZ
R/W	DATE		SCALE 1" = VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'



- GRAY REPRESENTS EXISTING NO PARKING ZONES
- BLUE REPRESENTS PROPOSED NO PARKING ZONES
- RED REPRESENTS PROPOSED BEACH PARKING ZONES
- GREEN REPRESENTS PROPOSED RESIDENTIAL PERMIT PARKING ZONES



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO.	DATE		PLAN SCALE 1" =
DWG.	DATE		PROF SCALE 1" =
R/W	DATE		SCALE 1" =
			HORIZ
			VERT

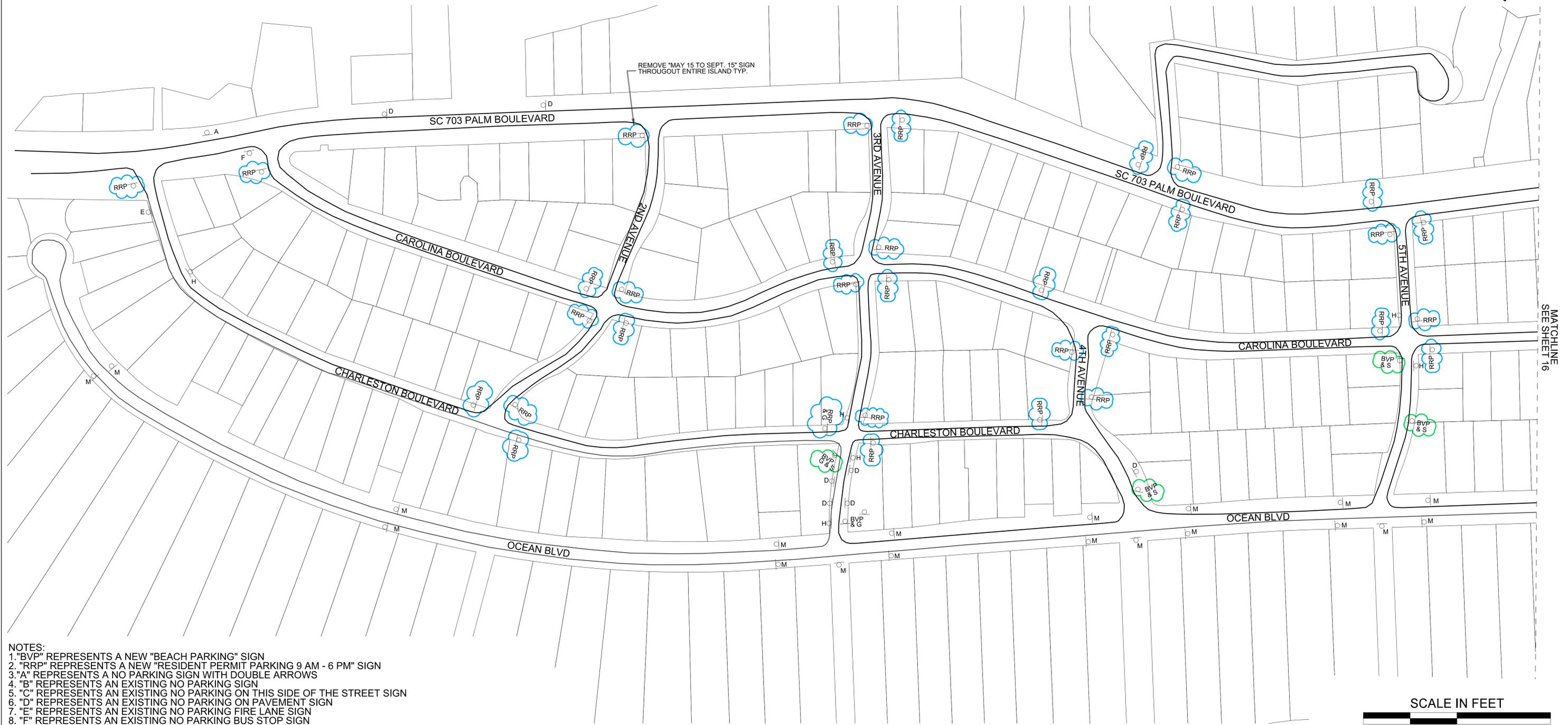
CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
PARKING ZONE KEY SHEETS

SCALE: 1" = 100'

SHEET TOTALS

	CHANGED RRP SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	33	-	-
⊗	-	-	-
●	-	-	-
TOTAL	33	-	-



REMOVE "MAY 15 TO SEPT. 15" SIGN THROUGHOUT ENTIRE ISLAND TYP.

MATCHLINE SEE SHEET 16

- NOTES:
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
  - "B" REPRESENTS AN EXISTING NO PARKING SIGN
  - "C" REPRESENTS AN EXISTING NO PARKING ON THIS SIDE OF THE STREET SIGN
  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
  - "G" REPRESENTS AN EXISTING NO PARKING RIGHT ARROW SIGN
  - "H" REPRESENTS AN EXISTING NO PARKING LEFT ARROW SIGN
  - "I" REPRESENTS A NO PARKING WITHIN 4 FEET OF PAVEMENT SIGN
  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
  - "O" REPRESENTS A NEW ANGLE PARKING ONLY LEFT ARROW SIGN
  - "P" REPRESENTS A NEW GOLF CART PARKING RIGHT ARROW SIGN
  - "Q" REPRESENTS A NEW GOLF CART PARKING LEFT ARROW SIGN
  - "R" REPRESENTS A NEW NO TRAILER PARKING SIGN
  - "S" REPRESENTS A NEW PARALLEL PARKING ONLY SIGN
  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.



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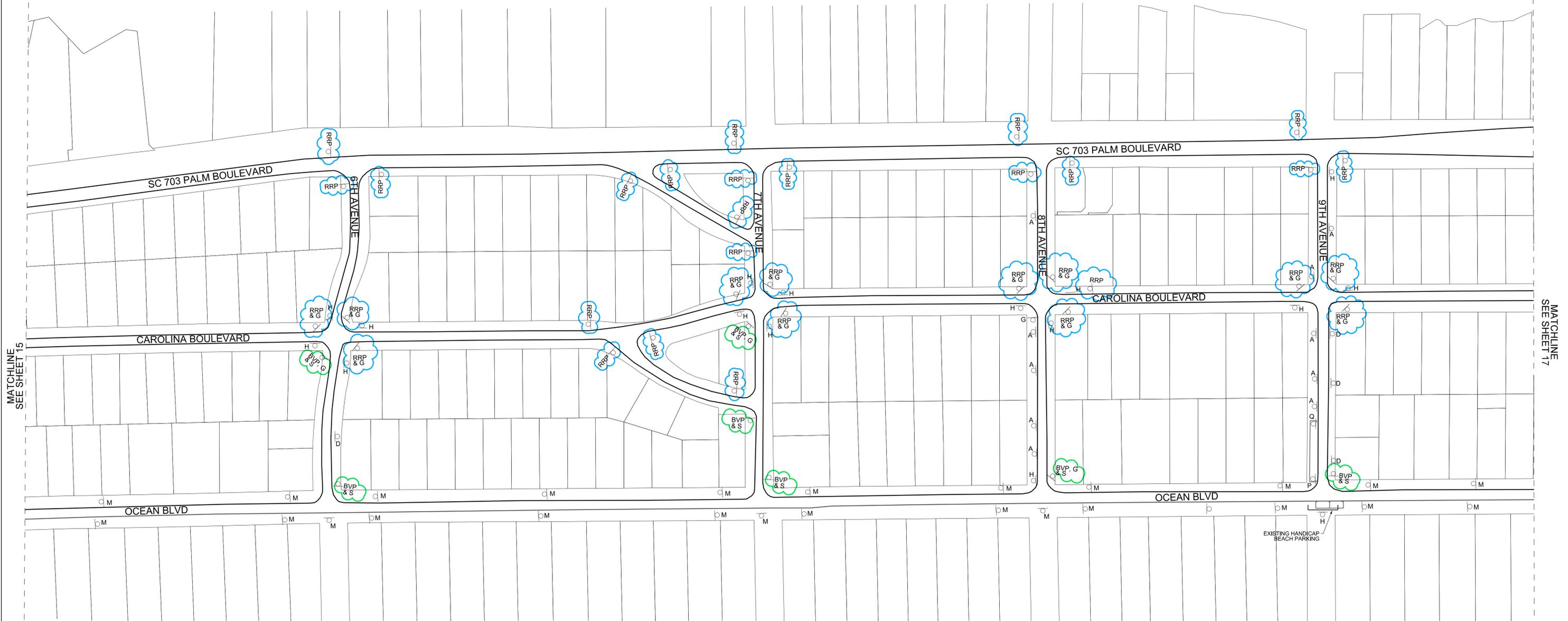
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO. \_\_\_\_\_ DATE \_\_\_\_\_ PLAN SCALE 1" = \_\_\_\_\_  
 DWG. \_\_\_\_\_ DATE \_\_\_\_\_ PROF SCALE 1" = \_\_\_\_\_ HORIZ  
 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

CITY OF ISLE OF PALMS  
 ISLE OF PALMS PARKING PROGRAM  
 SIGNING PLANS  
 SCALE: 1" = 100'

SHEET TOTALS

	CHANGED RRP SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	33	-	-
⊗	-	-	-
●	-	-	-
TOTAL	33	-	-



- NOTES:
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
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  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
  - "G" REPRESENTS AN EXISTING NO PARKING RIGHT ARROW SIGN
  - "H" REPRESENTS AN EXISTING NO PARKING LEFT ARROW SIGN
  - "I" REPRESENTS A NO PARKING WITHIN 4 FEET OF PAVEMENT SIGN
  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
  - "O" REPRESENTS A NEW ANGLE PARKING ONLY LEFT ARROW SIGN
  - "P" REPRESENTS A NEW GOLF CART PARKING RIGHT ARROW SIGN
  - "Q" REPRESENTS A NEW GOLF CART PARKING LEFT ARROW SIGN
  - "R" REPRESENTS A NEW NO TRAILER PARKING SIGN
  - "S" REPRESENTS A NEW PARALLEL PARKING ONLY SIGN
  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
4			
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TOPO. \_\_\_\_\_ DATE \_\_\_\_\_ PLAN SCALE 1" = \_\_\_\_\_  
 DWG. \_\_\_\_\_ DATE \_\_\_\_\_ PROF SCALE 1" = \_\_\_\_\_ HORIZ  
 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

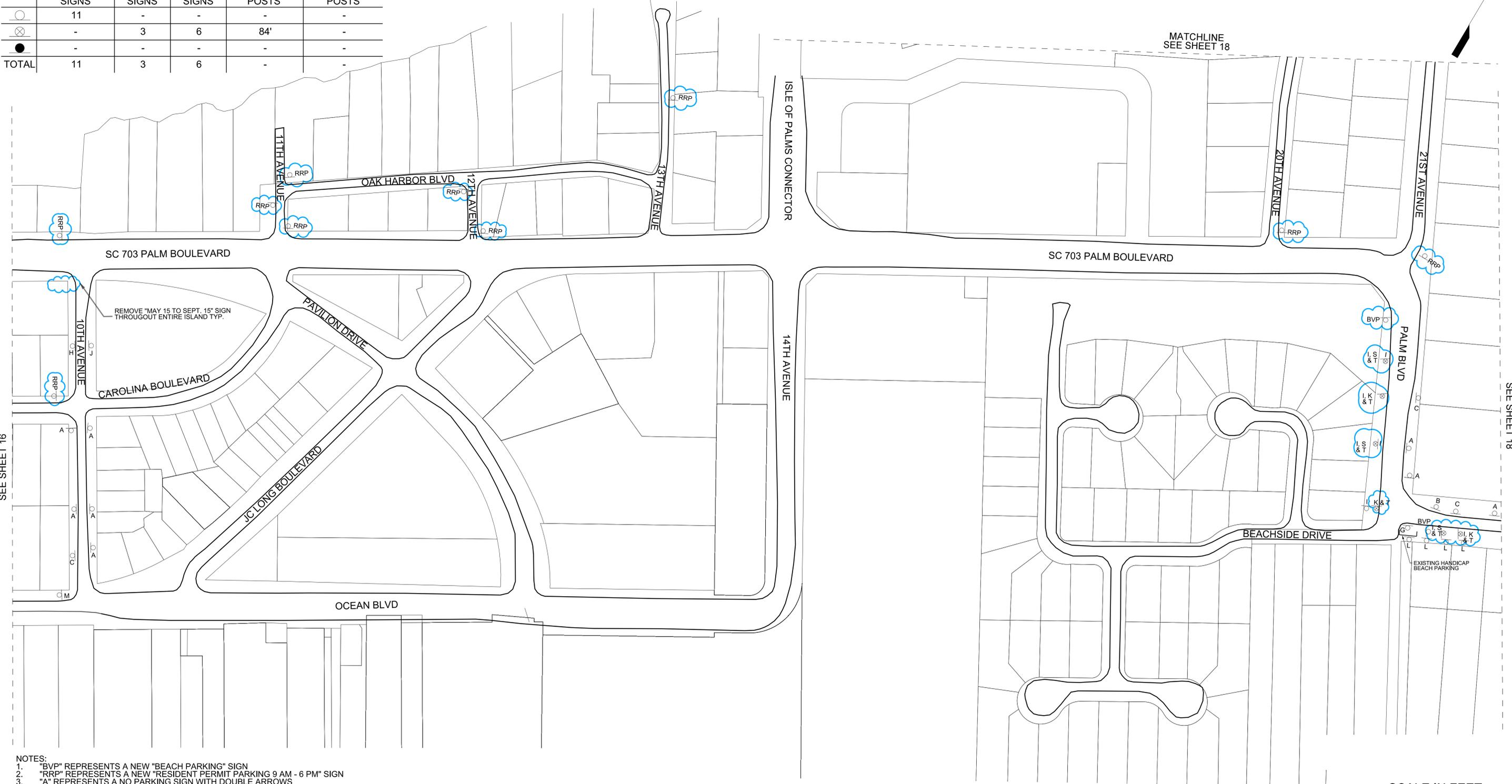
CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'



SHEET TOTALS					
	CHANGED RRP SIGNS	NEW S SIGNS	NEW T SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	11	-	-	-	-
⊗	-	3	6	84'	-
●	-	-	-	-	-
<b>TOTAL</b>	<b>11</b>	<b>3</b>	<b>6</b>	<b>-</b>	<b>-</b>



- NOTES:
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
  - "B" REPRESENTS AN EXISTING NO PARKING SIGN
  - "C" REPRESENTS AN EXISTING NO PARKING ON THIS SIDE OF THE STREET SIGN
  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
  - "G" REPRESENTS AN EXISTING NO PARKING RIGHT ARROW SIGN
  - "H" REPRESENTS AN EXISTING NO PARKING LEFT ARROW SIGN
  - "I" REPRESENTS A NO PARKING WITHIN 4 FEET OF PAVEMENT SIGN
  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
  - "O" REPRESENTS A NEW ANGLE PARKING ONLY LEFT ARROW SIGN
  - "P" REPRESENTS A NEW GOLF CART PARKING RIGHT ARROW SIGN
  - "Q" REPRESENTS A NEW GOLF CART PARKING LEFT ARROW SIGN
  - "R" REPRESENTS A NEW NO TRAILER PARKING SIGN
  - "S" REPRESENTS A NEW PARALLEL PARKING ONLY SIGN
  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.



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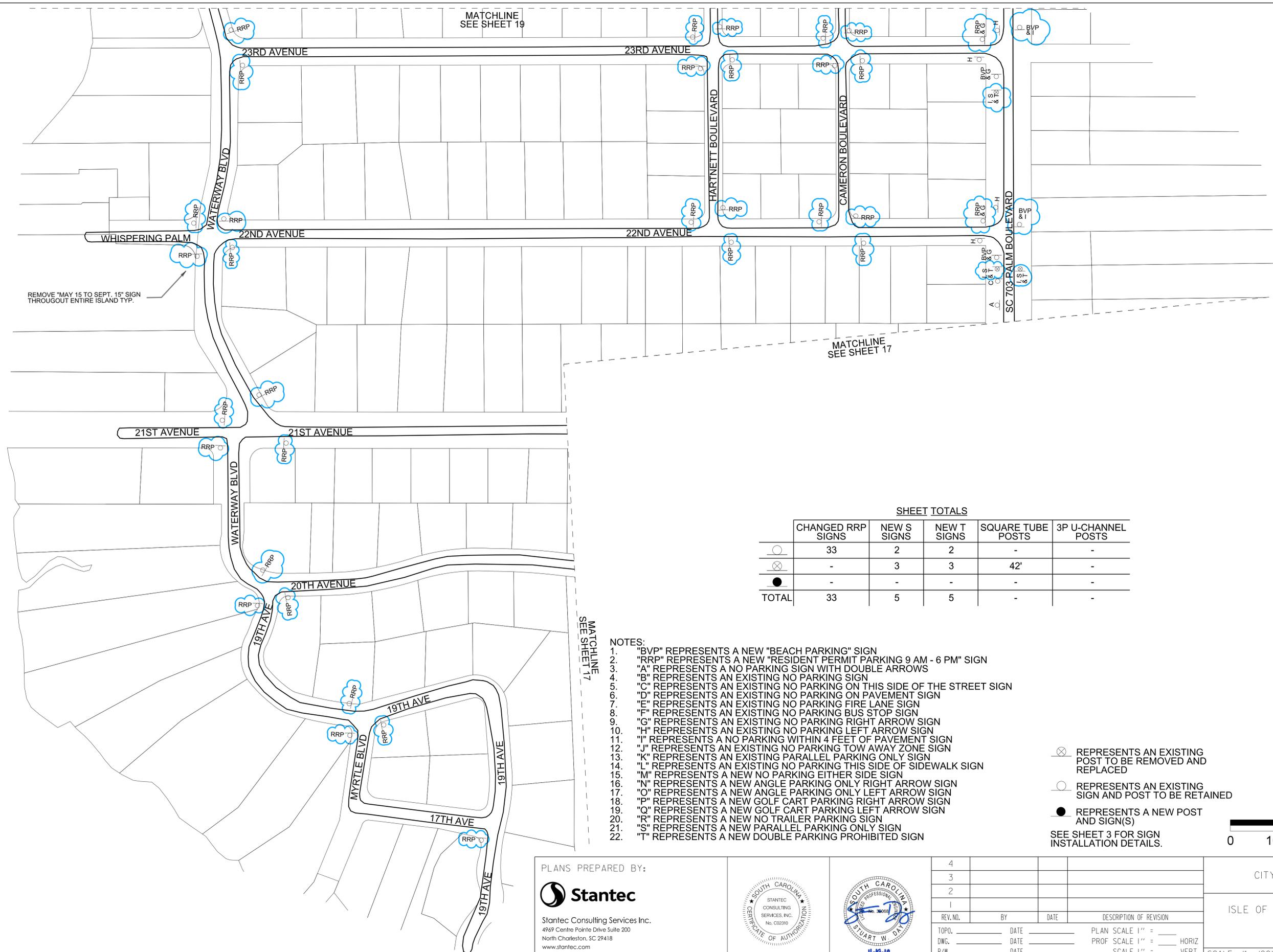
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO. \_\_\_\_\_ DATE \_\_\_\_\_ PLAN SCALE 1" = \_\_\_\_\_ HORIZ  
 DWG. \_\_\_\_\_ DATE \_\_\_\_\_ PROF SCALE 1" = \_\_\_\_\_ VERT  
 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'



REMOVE "MAY 15 TO SEPT. 15" SIGN THROUGHOUT ENTIRE ISLAND TYP.

MATCHLINE SEE SHEET 17

MATCHLINE SEE SHEET 19

MATCHLINE SEE SHEET 17

**SHEET TOTALS**

	CHANGED RRP SIGNS	NEW S SIGNS	NEW T SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	33	2	2	-	-
⊗	-	3	3	42'	-
●	-	-	-	-	-
<b>TOTAL</b>	<b>33</b>	<b>5</b>	<b>5</b>	<b>-</b>	<b>-</b>

- NOTES:**
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
  - "B" REPRESENTS AN EXISTING NO PARKING SIGN
  - "C" REPRESENTS AN EXISTING NO PARKING ON THIS SIDE OF THE STREET SIGN
  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
  - "G" REPRESENTS AN EXISTING NO PARKING RIGHT ARROW SIGN
  - "H" REPRESENTS AN EXISTING NO PARKING LEFT ARROW SIGN
  - "I" REPRESENTS A NO PARKING WITHIN 4 FEET OF PAVEMENT SIGN
  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
  - "O" REPRESENTS A NEW ANGLE PARKING ONLY LEFT ARROW SIGN
  - "P" REPRESENTS A NEW GOLF CART PARKING RIGHT ARROW SIGN
  - "Q" REPRESENTS A NEW GOLF CART PARKING LEFT ARROW SIGN
  - "R" REPRESENTS A NEW NO TRAILER PARKING SIGN
  - "S" REPRESENTS A NEW PARALLEL PARKING ONLY SIGN
  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.



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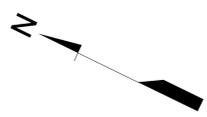
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
TOPO.		DATE	PLAN SCALE 1" = _____
DWG.		DATE	PROF SCALE 1" = _____ HORIZ
R/W		DATE	SCALE 1" = _____ VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'

MATCHLINE  
SEE SHEET 20



REMOVE "MAY 15 TO SEPT. 15" SIGN  
THROUGHOUT ENTIRE ISLAND TYP.

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.

**SHEET TOTALS**

	CHANGED RRP SIGNS	NEW S SIGNS	NEW T SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	48	4	4	-	-
⊗	-	5	5	70'	-
●	-	-	-	-	-
<b>TOTAL</b>	<b>48</b>	<b>9</b>	<b>9</b>	<b>-</b>	<b>-</b>

- NOTES:**
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
  - "B" REPRESENTS AN EXISTING NO PARKING SIGN
  - "C" REPRESENTS AN EXISTING NO PARKING ON THIS SIDE OF THE STREET SIGN
  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
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  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
  - "O" REPRESENTS A NEW ANGLE PARKING ONLY LEFT ARROW SIGN
  - "P" REPRESENTS A NEW GOLF CART PARKING RIGHT ARROW SIGN
  - "Q" REPRESENTS A NEW GOLF CART PARKING LEFT ARROW SIGN
  - "R" REPRESENTS A NEW NO TRAILER PARKING SIGN
  - "S" REPRESENTS A NEW PARALLEL PARKING ONLY SIGN
  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

MATCHLINE  
SEE SHEET 18



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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TOPO. \_\_\_\_\_ DATE \_\_\_\_\_ PLAN SCALE 1" = \_\_\_\_\_  
 DWG. \_\_\_\_\_ DATE \_\_\_\_\_ PROF SCALE 1" = \_\_\_\_\_ HORIZ  
 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

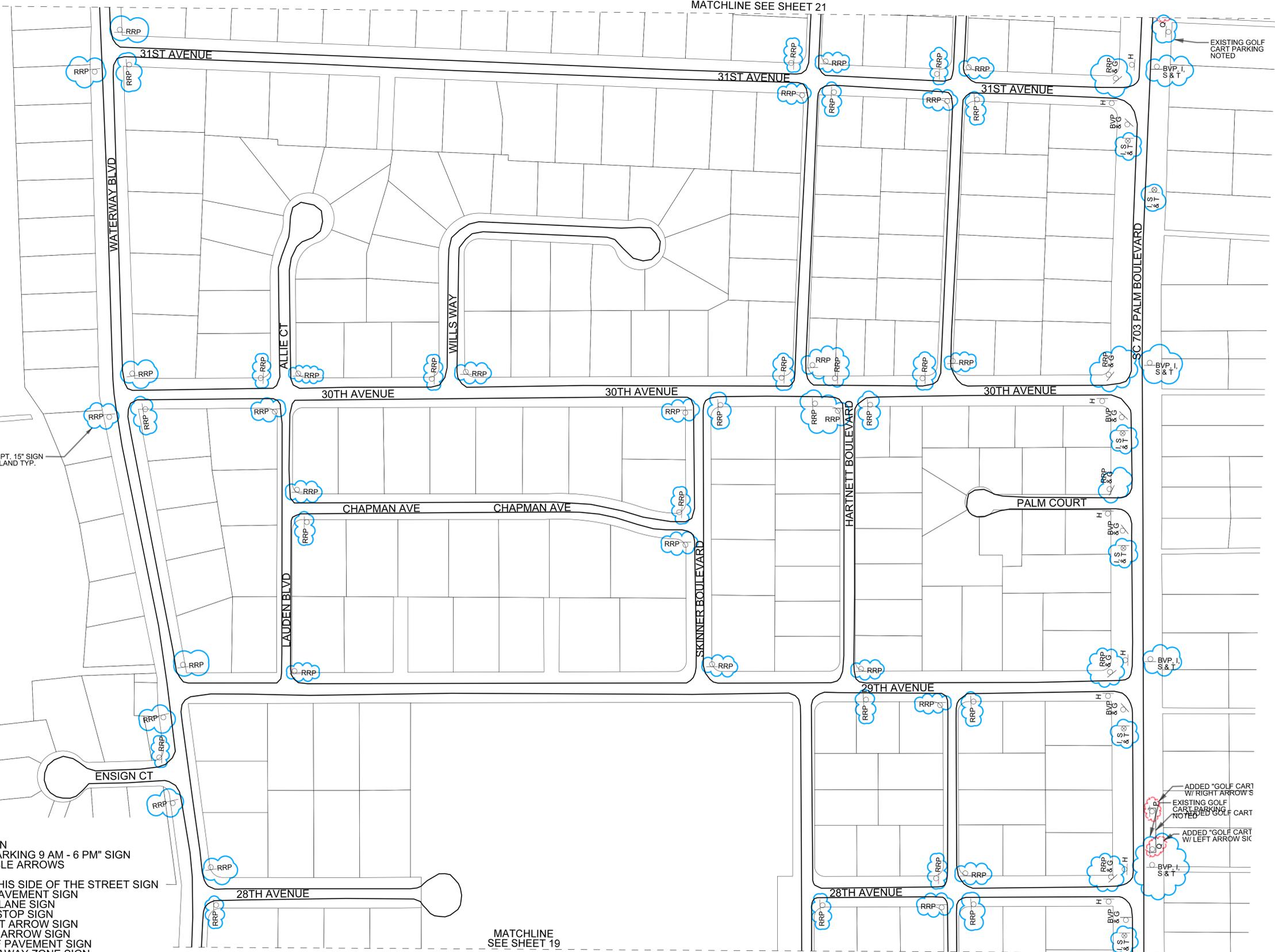
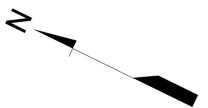
CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'

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MATCHLINE SEE SHEET 21

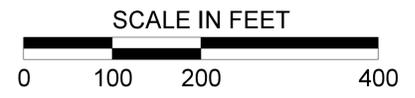


REMOVE "MAY 15 TO SEPT. 15" SIGN THROUGHOUT ENTIRE ISLAND TYP.

**SHEET TOTALS**

	CHANGED RRP SIGNS	NEW S SIGNS	NEW T SIGNS
	55	4	4
	-	6	6
	-	-	-
<b>TOTAL</b>	<b>55</b>	<b>10</b>	<b>10</b>

	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
	-	-
	84'	-
	-	-
<b>TOTAL</b>	<b>-</b>	<b>-</b>



- NOTES:**
- "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  - "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  - "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
  - "B" REPRESENTS AN EXISTING NO PARKING SIGN
  - "C" REPRESENTS AN EXISTING NO PARKING ON THIS SIDE OF THE STREET SIGN
  - "D" REPRESENTS AN EXISTING NO PARKING ON PAVEMENT SIGN
  - "E" REPRESENTS AN EXISTING NO PARKING FIRE LANE SIGN
  - "F" REPRESENTS AN EXISTING NO PARKING BUS STOP SIGN
  - "G" REPRESENTS AN EXISTING NO PARKING RIGHT ARROW SIGN
  - "H" REPRESENTS AN EXISTING NO PARKING LEFT ARROW SIGN
  - "I" REPRESENTS A NO PARKING WITHIN 4 FEET OF PAVEMENT SIGN
  - "J" REPRESENTS AN EXISTING NO PARKING TOW AWAY ZONE SIGN
  - "K" REPRESENTS AN EXISTING PARALLEL PARKING ONLY SIGN
  - "L" REPRESENTS AN EXISTING NO PARKING THIS SIDE OF SIDEWALK SIGN
  - "M" REPRESENTS A NEW NO PARKING EITHER SIDE SIGN
  - "N" REPRESENTS A NEW ANGLE PARKING ONLY RIGHT ARROW SIGN
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  - "T" REPRESENTS A NEW DOUBLE PARKING PROHIBITED SIGN

- REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
  - REPRESENTS AN EXISTING SIGN AND POST TO BE RETAINED
  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.

MATCHLINE SEE SHEET 19

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CITY OF ISLE OF PALMS  
 ISLE OF PALMS PARKING PROGRAM  
 SIGNING PLANS  
 SCALE: 1" = 100'

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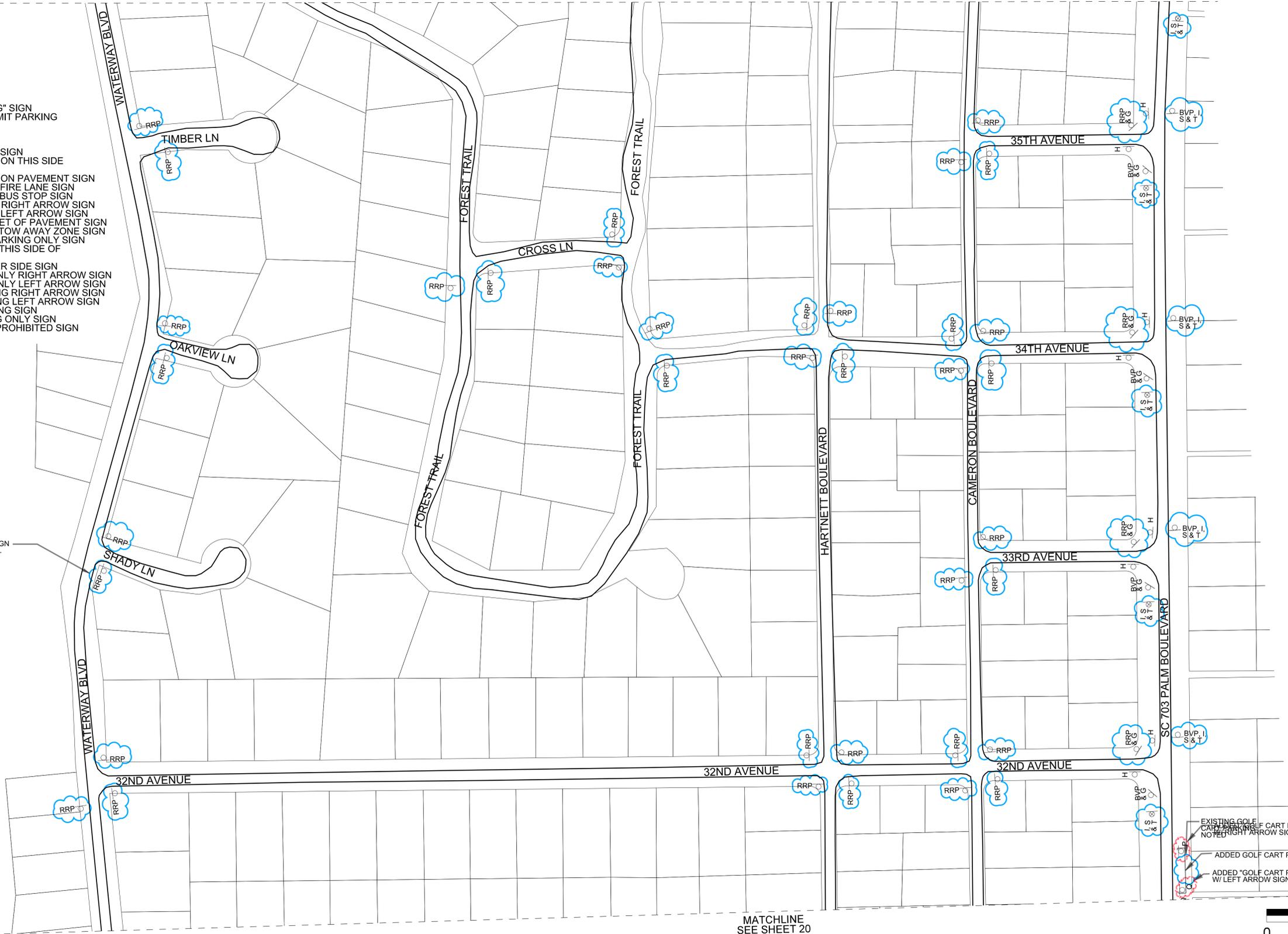
MATCHLINE  
SEE SHEET 22



- NOTES:
1. "BVP" REPRESENTS A NEW "BEACH PARKING" SIGN
  2. "RRP" REPRESENTS A NEW "RESIDENT PERMIT PARKING 9 AM - 6 PM" SIGN
  3. "A" REPRESENTS A NO PARKING SIGN WITH DOUBLE ARROWS
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  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.

REMOVE "MAY 15 TO SEPT. 15" SIGN THROUGHOUT ENTIRE ISLAND TYP.



EXISTING GOLF CART PARKING GOLF CART F NO TRAILER RIGHT ARROW SIG  
 ADDED GOLF CART PA  
 ADDED "GOLF CART PA W/ LEFT ARROW SIGN

MATCHLINE  
SEE SHEET 20



SHEET TOTALS

	CHANGED RRP SIGNS	NEW S SIGNS	NEW T SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	41	4	4	-	-
⊗	-	5	5	70'	-
●	-	-	-	-	-
<b>TOTAL</b>	<b>41</b>	<b>9</b>	<b>9</b>	<b>-</b>	<b>-</b>

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 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

CITY OF ISLE OF PALMS  
 ISLE OF PALMS PARKING PROGRAM  
 SIGNING PLANS  
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MATCHLINE  
SEE SHEET 23

- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
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  - REPRESENTS A NEW POST AND SIGN(S)
- SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.

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SHEET TOTALS

	CHANGED RRP SIGNS	NEW R SIGNS	NEW S SIGNS	NEW T SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	42	-	4	4	-	-
⊗	-	6	6	6	168'	-
●	-	-	-	-	-	-
<b>TOTAL</b>	<b>42</b>	<b>6</b>	<b>10</b>	<b>10</b>	<b>-</b>	<b>-</b>

MATCHLINE  
SEE SHEET 21

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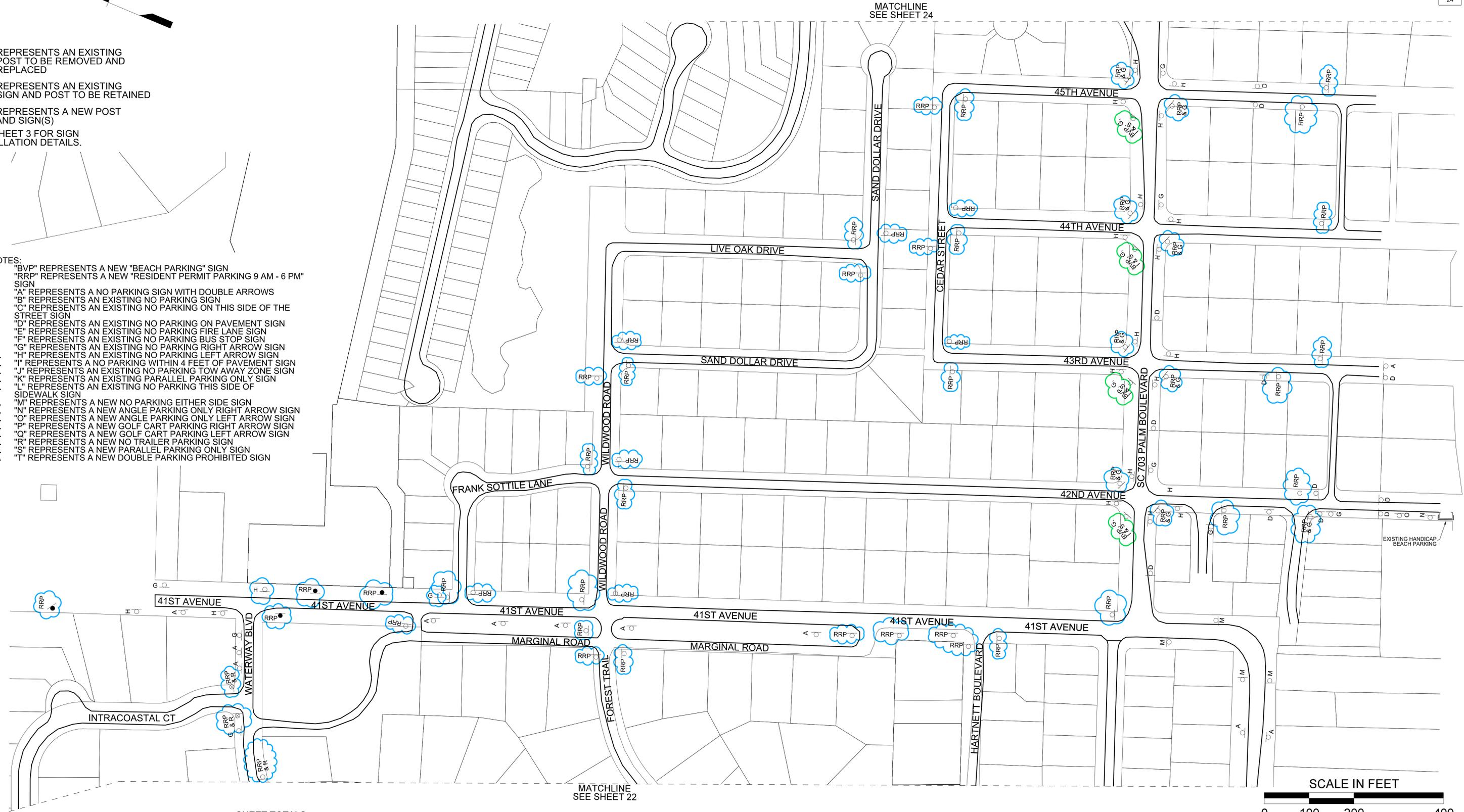


CITY OF ISLE OF PALMS  
ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS  
SCALE: 1" = 100'

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- ⊗ REPRESENTS AN EXISTING POST TO BE REMOVED AND REPLACED
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MATCHLINE SEE SHEET 22

MATCHLINE SEE SHEET 24



SHEET TOTALS					
	CHANGED RRP SIGNS	NEW RRP SIGNS	NEW R SIGNS	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	49	-	-	-	-
⊗	-	-	3	42'	-
●	-	4	-	56'	-
<b>TOTAL</b>	<b>49</b>	<b>4</b>	<b>3</b>	<b>-</b>	<b>-</b>

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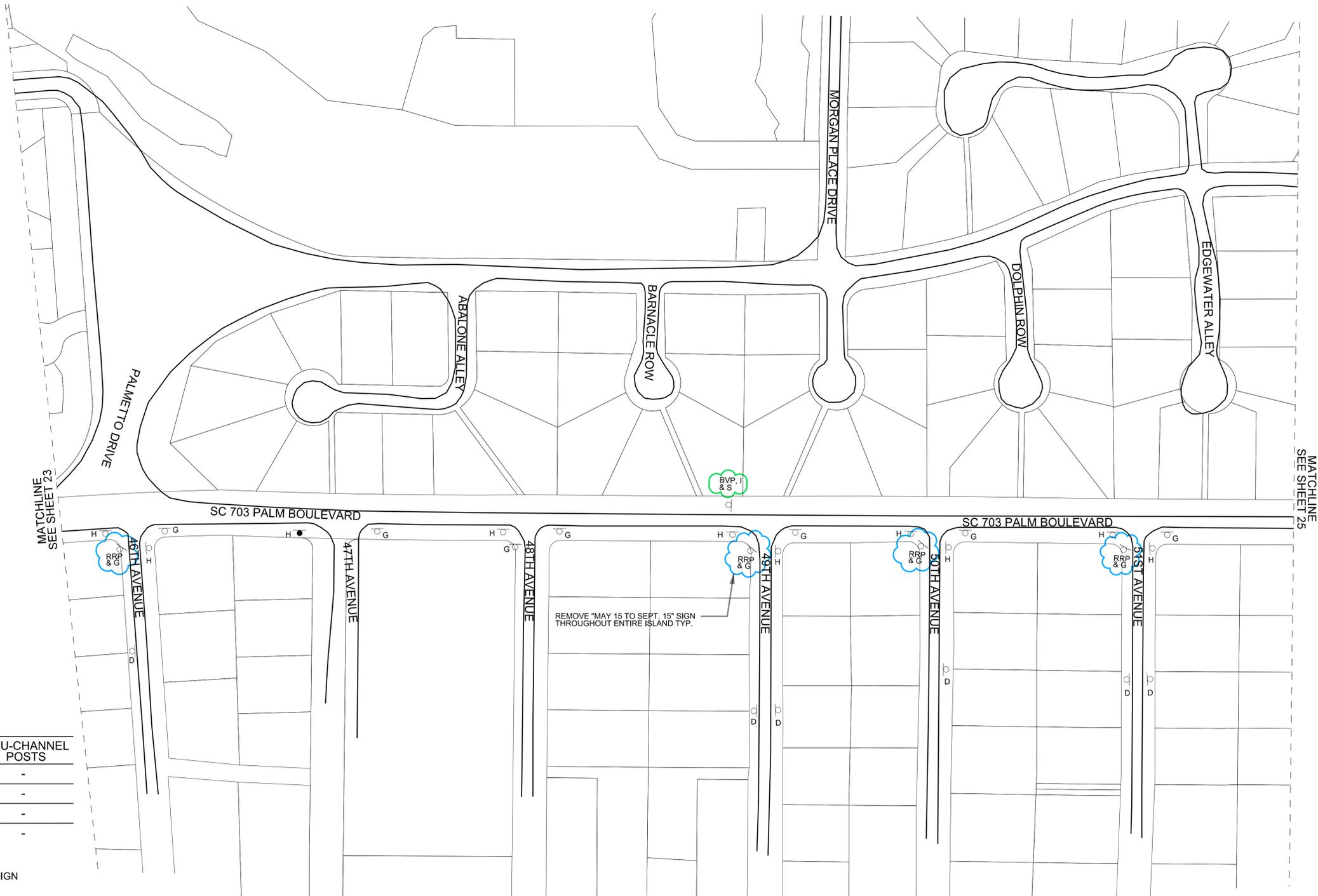


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CITY OF ISLE OF PALMS  
 ISLE OF PALMS PARKING PROGRAM  
 SIGNING PLANS  
 SCALE: 1" = 100'

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**SHEET TOTALS**

	CHANGED RRP SIGNS	NEW "U" SIGN	NEW "V" SIGN	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	4	-	-	-	-
⊗	-	4	4	-	-
●	-	4	4	-	-
<b>TOTAL</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>-</b>

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SEE SHEET 3 FOR SIGN INSTALLATION DETAILS.



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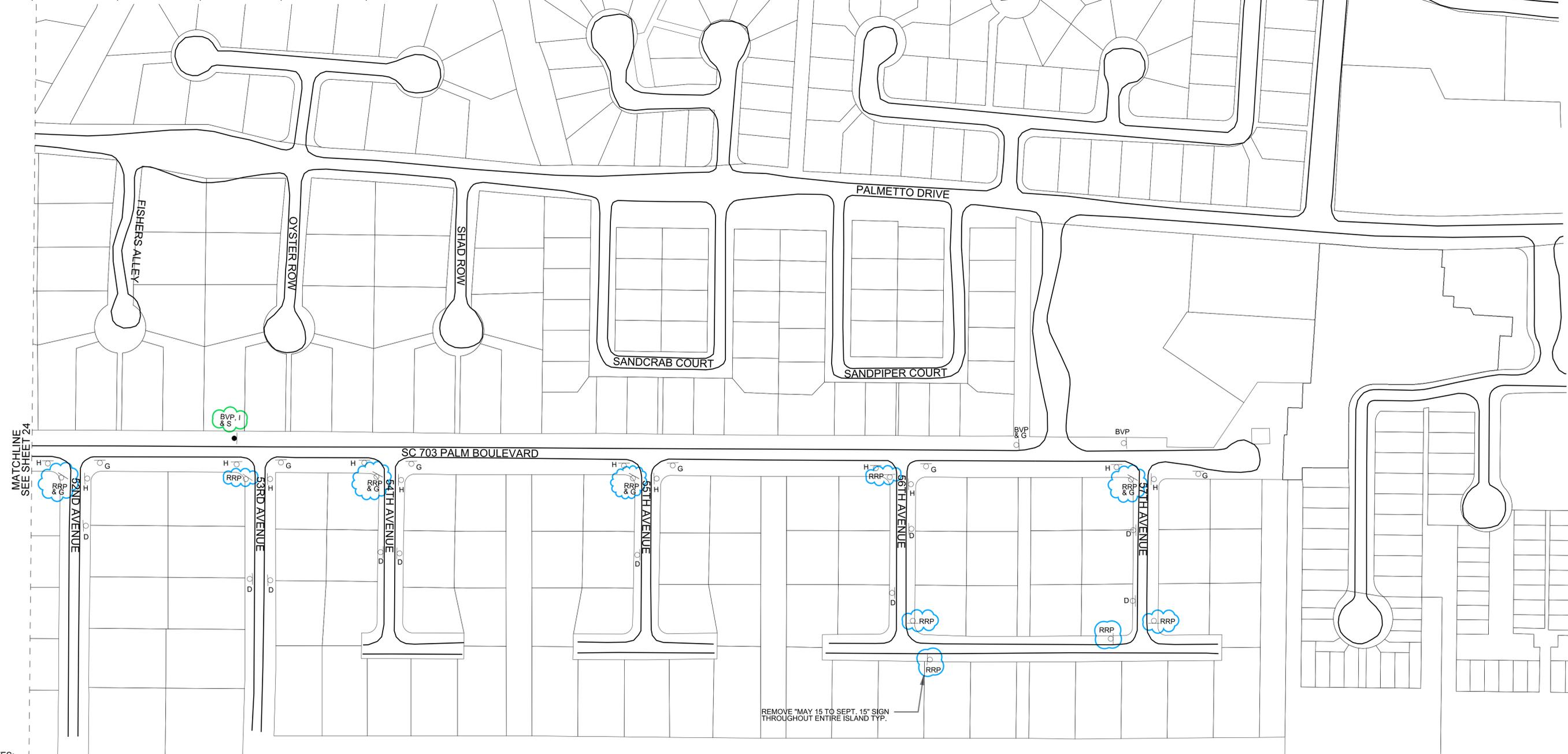
CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'

SHEET TOTALS

	CHANGED RRP SIGNS	NEW "U" SIGN	NEW "V" SIGN	SQUARE TUBE POSTS	3P U-CHANNEL POSTS
○	4	-	-	-	-
⊗	-	-	-	-	-
●	-	4	4	-	-
<b>TOTAL</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>-</b>



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 R/W \_\_\_\_\_ DATE \_\_\_\_\_ SCALE 1" = \_\_\_\_\_ VERT

CITY OF ISLE OF PALMS

ISLE OF PALMS PARKING PROGRAM  
SIGNING PLANS

SCALE: 1" = 100'



**PUBLIC WORKS COMMITTEE**  
**8:00am, Wednesday, July 1, 2020**

**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Pounds, Smith, and Streetman

Staff Present: Administrator Fragoso, Director Pitts, Asst. Director Asero, Director Kerr

**2. Approval of previous meeting's minutes – June 4, 2020**

Council Member Streetman made a motion to approve the minutes of the May 13, 2020 meeting, and Council Member Smith seconded the motion.

**3. Citizens' Comments – none**

**4. Department Reports – Director Pitts and Assistant Director Asero**

Director Pitts said he did not have the data for garbage, yard debris, or miscellaneous collections for June. He did report that his vehicle maintenance budget ended FY20 right on budget.

Asst. Director Asero reported the work at Wills Way is complete and operational. He reported on several drainage projects including: Eadie's digging a vegetation ditch and cleaning pipes on 2<sup>nd</sup> Avenue, 28<sup>th</sup> Avenue, Forest Trail, and Allie Court, pumps being deployed at 32<sup>nd</sup> Avenue and Palm Boulevard and completely flowing, the completion of the swell reconstruction at 110 Sparrow Drive, 29<sup>th</sup> and Hartnett Blvd., and 23<sup>rd</sup>-24<sup>th</sup> and Hartnett Blvd., and completion of pipe cleaning at 32<sup>nd</sup> and Palm Boulevard. Council Member Smith asked about the possibility of putting some sort of cautionary signage at 29<sup>th</sup> Avenue and Hartnett as there is a new opening there people may be unaware of.

He also reported on various facilities maintenance being done as well as landscaping efforts at the Leola Hanbury Park and the installation of five palm trees on the connector sidewalk next to the Department of Public Works. He said the Pleasant Places is working in the park today.

**5. Old Business**

**A. Update on Phase III Drainage Project and small internal projects**

Administrator Fragoso reported that Thomas & Hutton has completed the specifications and the plans for all three outfalls and are permitting those projects separately as some mitigation may be required. She added, "they are working on the project and getting some details and cost estimates

for a mitigation project rather than paying credits for that because it is less expensive that way, and they are working on the coordination with the Water & Sewer Commission to do that. We are going to coordinate a meeting with the Wild Dunes Resort to get starting talking more about the potential impacts to the golf course and getting squared away when it comes to our drainage easements and any impact that would be necessary to know before design is complete for that mitigation project.”

Regarding the small internal drainage projects, she said the City is waiting on the final formal letters from DHCE and MS4. The bidding process can begin after those letters are received.

Administrator Fragoso reported that following the publishing of the agenda, they received a proposal from Thomas & Hutton for bidding assistance and construction services in the amount of \$28,000. She said the revised estimate for the project leaves room in the budget to cover these services. She added that she and Director Kerr have talked about reducing the scope of their bidding assistance to reduce some costs. She hopes to have all the necessary information available by the July Ways & Means Committee meeting.

**B. Discussion of outsourcing household garbage collection services**

Director Pitts reported he met with Carolina Waste and Republic regarding the costs of their garbage collection services and also collected information from Sullivans Island, Kiawah Island and Summerville on their outsourced garbage collection costs.

Administrator Fragoso reviewed their findings and analysis of possible outsourcing of garbage collection. While there are still missing pieces of data, the analysis indicates the City would not be saving any money having these services outsourced. Chair Pounds asked for the missing data to be added in when received.

**6. New Business**

**A. Discussion of timeline to reinstate plastic ban on IOP businesses**

Administrator Fragoso reported that the feedback received from a few business owners about returning to non-plastic containers was cost-related. They would like to see the waiver extended until the fall. Council Member Smith expressed concern about keeping the waiver past the August 24 expiration date, noting that the costs of pollution need to be considered. Council members Streetman and Pounds said they are open to extending the waiver. Council Member Smith suggested social media messaging to remind the public the plastics ban is still in effect on the beach. The topic will be revisited during the August meeting.

**B. Discussion of drainage impacts of new construction and lot elevation on neighboring properties**

Director Kerr gave a brief history of the work and recommendations made by the Planning Commission with regards to drainage planning during construction. He also detailed what is required of homeowners now if they plan to move “significant ground” on their property. He said what is currently in place works well but admits there are occasional issues.

Committee members discussed the drainage concerns at 408 Carolina Boulevard. Director Kerr said that the City has been very proactive in “ratcheting down” activities that could cause drainage issues.

**7. Miscellaneous Business**

The next meeting of the Public Works Committee will be Thursday, August 6, 2020 at 8:00am.

**8. Adjournment**

Council Member Streetman made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 9:10.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Recreation Committee Meeting**  
**5:00pm, Monday, July 13, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

1. **Call to order**

Present: Council members Moye and Smith

Absent: Council Member Popson

Staff Present: Administrator Fragoso, Director Page

2. **Approval of the previous meeting's minutes – June 1, 2020**

**MOTION: Council Member Moye made a motion to approve and Council Member Smith seconded the motion. The motion passed unanimously.**

3. **Citizens' Comments** – attached to the minutes

4. **Departmental Reports** – Director Page

Director Page reviewed highlights of her activities report. She noted the Recreation Center has been relatively busy. There have been two full girls' volleyball camps. Registration for fall sports begins later in the month. Director Page said she would like to hold a virtual beach run on July 25 to limit possible exposure. Committee members agreed it is a good idea. There have been no changes to the Half Rubber Tournament nor the IOP Connector Run as of yet. Exercise classes, allowing for limited attendance, have been well attended. The Farmer's Market has been postponed until August. Other classes such as Saturday Yoga and Tae Kwon Do continue with attendance limitations.

Director Page reported on the effects of a Camp Sunshine counselor testing positive for COVID-19. She said the camp was shut down for two weeks while the Recreation Center was disinfected. Camper participation is at 60% and all are IOP residents. Administrator Fragoso said there was no spread of the virus among the staff. Director Page said that staff has been thoroughly sanitizing the cardio room and other classrooms as they are used. In addition, Recreation Center staff has helped disinfecting the police trailer and Council Chambers. Administrator Fragoso noted the situation is very fluid, staff is responding day by day, and they are very comfortable with what is being done and offered to citizens.

5. **Old Business** – none

**6. New Business**

**A. Consideration of surfing lessons at the Recreation Center**

Director Page reported the progress being made on this effort. She has met with potential instructors and found a lifeguard certification class for them to take the first or second week of August. She anticipates classes starting at the beginning of September. As children will likely be back in school by then, she is considering hosting lessons from 4:30-6:30 and possibly a family surfing class on Saturday. She will know more of what is needed when registration begins. Council Member Moye thanked Director Page for her hard work but noted his disappointment in the outcome of the RFP process.

**B. Discussion of outlook for classes and activities in the fall**

Director Page said she has been in contact with Audubon and DNR about offering virtual classes through the Recreation Department. She said she hopes to start classes in the fall, but they will be staggered so that there will not be a lot of people traversing the hallways and there will be time to clean the rooms.

**C. Discussion of beach parking at the Recreation Center**

Committee members discussed whether it is necessary to regulate parking around the Recreation Center. Administrator Fragoso said the only area being considered is on Hartnett Boulevard between 27<sup>th</sup> and 28<sup>th</sup> Avenues. She added that the demand for parking in that area is now less than it was when the beach first reopened. She would like to have more research done before any decisions are made about making changes to the area. Administrator Fragoso shared that the Public Safety Committee recommendations include adding the area to be regulated pending feedback from the Recreation Committee and City Council. Council Member Moye suggested increasing enforcement in the area during busier times.

**7. Miscellaneous Business**

The next meeting of the Recreation Committee will be on Monday, August 3, 2020 at 5pm.

**8. Adjournment**

Council Member Moye made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 5:45pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**REAL PROPERTY COMMITTEE**  
**1:00pm, Tuesday, July 14, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Buckhannon and Bell

Absent: Council Member Popson

Staff Present: Administrator Fragoso

**2. Approval of previous meeting's minutes – June 10, 2020**

Council Member Bell made a motion to approve the minutes of the June 10 meeting, and Council Member Buckhannon seconded the motion. The minutes passed unanimously.

**3. Citizens' Comments**

Michael Fiem, 69 41<sup>st</sup> Avenue, asked where to find the results of the January meeting held to discuss the vision for the marina.

Gloria Clarke, 29 42<sup>nd</sup> Avenue, asked for more information about the observation deck being considered at 42<sup>nd</sup> Avenue.

James Smiley would like to have citizens' comments read into the record at each meeting.

**4. Marina Tenant Comments -- none**

**5. Old business**

**A. Update on marina dock permitting and rehabilitation project**

Administrator Fragoso reported the RFP for the project was advertised on July 10, 2020. The deadline for questions is August 21 and the deadline for bids is September 4. There is a pre-bid meeting currently scheduled for July 23. She hopes to have approval of the Ways & Means Committee and City Council during the regular September meetings so that a notice to proceed could be issued by September 30. Completion is expected to take six months.

Administrator Fragoso reviewed the design approved by City Council in 2018, adding that monies for Phase I and II of the project appear in the FY21 budget. Council Member Bell noted the permits for all phases of work are good for five years. Administrator Fragoso added, "We are

also working to make the corrections to the encroachment on that dock which will go forward post-season. We are pursuing two different permits for the work that is being done now and then a separate one for the other dock.”

Regarding the Tidal Wave Watersports dock, Administrator Fragoso reported they are waiting on permits from the Army Corps of Engineers, adding “the Tidal Wave folks received a temporary variance from the Army Corps of Engineers that allows them to temporarily relocate the jet docks to the channel side of the floating dock through October.”

**B. Update on marina restaurant lease proposal**

Administrator Fragoso said the counterproposal offered by City Council last week was given to the IOP Families Group yesterday, and there will be a follow-up meeting about it on Wednesday.

**C Update on Public Safety Building rehabilitation project**

Administrator Fragoso said the project is on budget and ahead of schedule, with an expected completion date of November 2020. She reviewed the work that is currently in progress as well as work that is expected to be complete by week’s end. She is still scheduling walk-throughs for interested Council members.

**D. Update on Greenbelt Program application for funding for an ADA-compliant beach walkover and observation deck at 42<sup>nd</sup> Avenue**

Administrator Fragoso said the final approval for the funding for this project will go before Charleston County Council tonight. Council Member Bell said he has heard a lot of concern from residents in that area. Administrator Fragoso said residents were notified before the application was submitted and their input will be considered as the project is being designed.

It was noted that the term “observation deck” in this instance is describing a boardwalk that will include wider areas with benches where people can sit and observe the beach. This boardwalk is meant to run parallel to the already-existing emergency access path. Council Member Buckhannon said he would like to see plans for replacing any vegetation that is lost in the construction of the boardwalk. He also suggested adding the project notes to the City’s website under “Projects.”

**6. New Business**

**A. Consideration of a change order to Applied Technology Management (ATM) contract for additional services related to the Marina Dock Rehabilitation Project: water/wastewater permitting, pump out grant application, and construction administration services**

Administrator Fragoso noted this change order was presented back in May “and the decision was made to hold off until the actual project was approved as part of the FY21 budget.” She said the funds are already part of the overall budget for the project. She noted the scope of services has expanded as the project has expanded to now include the water/wastewater permitting and the pump out grant application.

**MOTION: Council Member Bell made a motion to approve the change order as submitted by ATM, and Council Member Buckhannon seconded the motion. The motion passed unanimously.**

**7. Miscellaneous Business**

The next meeting of the Real Property Committee will be Wednesday, August 5, 2020 at 1pm.

**8. Adjournment**

Council Member Bell made a motion to adjourn and Council Member Buckhannon seconded the motion. The meeting was adjourned at 1:27pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



## BOARD OF ZONING APPEALS

Tuesday, July 7, 2020

Virtual Meeting via Zoom call due to COVID-19 Pandemic  
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

### MINUTES

#### 1. Call to order

Present: Glenn Thornburg, Elizabeth Campsen, Arnold Karig, Carolyn Holscher, Pete Doherty and Douglas Kerr, Director of Planning

#### 2. Acknowledgement that the meeting has been advertised according to State law.

#### 3. Approval of Previous Meeting's Minutes

Ms. Holscher made a motion to approve the minutes of the March 3, 2020 meeting as presented, and Mr. Thornburg seconded the motion. The minutes were approved unanimously

#### 4. Swearing in of applicants

Ms. Campsen swore in Mr. Wade Alexander of 3009 Cameron Boulevard.

#### 5. Home Occupations

##### A. 3009 Cameron Boulevard

Director Kerr said the applicant, Wade Alexander, is requesting a special exception for the establishment of a lawn care business. The space would be used for office work only and there would be no business-related traffic or employees coming to the home. Mr. Alexander added there will be no signage on the enclosed trailer that will house the lawn care equipment.

**MOTION: Mr. Doherty made a motion to approve Mr. Alexander's request, and Mr. Thornburg seconded the motion. The motion passed unanimously.**

##### B. 805 Carolina Boulevard

Director Kerr said the applicant, Ann Wyman, who was not present, is requesting a special exception for the establishment of a real estate appraisal business in her home. The space would be used for office work only and there would be no business-related traffic or employees coming to the home. There will be no exterior evidence of a business.

**MOTION: Ms. Holscher made a motion to approve Ms. Wymas's request, and Mr. Thornburg seconded the motion. The motion passed unanimously.**

**6. Miscellaneous Business**

Board members briefly discussed the possible interest in the triangular lot and its parameters.

Director Kerr reported that an offer had been made to settle on a recent court case involving the BOZA, but no final action has yet been taken.

**7. Adjournment**

Ms. Holscher made a motion to adjourn, and Mr. Thornburg seconded the motion. The meeting was adjourned at approximately 4:48pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Planning Commission**  
**3:30pm, Wednesday, July 8, 2020**  
**Virtual Meeting via Zoom call due to COVID-19 Pandemic**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to Order**

Present: Marty Brown, Scott Pierce, Lisa Safford, Ron Denton, William Mills, Vince DiGangi, Rick Ferencz, and Douglas Kerr, Director of Planning

**2. Approval of Previous Meeting's Minutes – June 10, 2020**

Mr. Mills made a motion to approve the minutes and Mr. Denton seconded the motion. The minutes were approved unanimously.

**3. Citizen's Comments**

Garrett Krouse, 1 Intracoastal Court, would like to know more about the waste water treatment plant going in at 41<sup>st</sup> Avenue. He expressed objections to the plant going there.

Lawrence Milley, 105 Sparrow, wanted to know why the waste water treatment plant is being moved into a neighborhood when it could be in an open field.

**4. New Business**

**A. Consider final subdivision approval 105, 107, 109 Forest Trail**

Director Kerr reviewed the timeline of events that have led up to this final subdivision approval of converting three lots into five lots. He reported that Charleston Public Works has said the subdivision meets the minimum standards for stormwater. The sewer lines have been extended and the houses removed. City staff is recommending approval with a note indicating all historical trees must be preserved in accordance with the City's tree ordinances.

**MOTION: Mr. DiGangi made a motion to approve the request for final approval as recommended by City staff with the caveat of preserving all historical trees as outlined in the City's tree ordinances. Mr. Denton seconded the motion. The motion passed unanimously.**

**B. Discuss new assignment regarding tree fund**

Director Kerr explained monies are added to the tree fund when a tree is removed from a property and cannot be fit back on the property. These monies are to be used for the beautification of public property. City Council has asked the Planning Commission for input as

to how best use these monies. Director Kerr asked the Commissioners to consider some options for further discussion at next month's meeting.

**4. Old Business**

**A. Review Comprehensive Plan: review of overall structure, review Introduction, review Natural Resources Element**

Director Kerr reviewed the timeline for the Comprehensive Plan review. Commissioners briefly discussed the most efficient approach to reviewing and revising the document. In discussing the Natural Resources element of the plan, Commissioners talked about how changes in the flood maps affect the City's CRS rating and specific strategies behind goals related to improving the flood insurance rating, water quality, and protecting the marshes and beaches. Director Kerr will speak with Chief Cornett and Council Member Smith about enforcement and measurable goals surrounding the protection of marshes, beaches, and dunes. Additional strategies in the Natural Resources element will be discussed next month along with those found in the Transportation element.

**5. Miscellaneous Business**

**A. Update on drainage planning**

Director Kerr reported the permits are in hand for the smaller projects, but City Council still needs to consider the agreement with Thomas & Hutton for administrative construction services. Commissioner comments about the bid packet for the projects should be directed to Director Kerr via email so as to not delay the process. City staff is planning a meeting with Wild Dunes to discuss the impact of the bigger project on the golf course. City staff is also working on how best to offset the environmental impacts of the bigger project.

**B. Update on MOU with Water & Sewer Commission**

Director Kerr said that he met with Water & Sewer Commission staff, and they plan to make their request for their bond approval at the next Ways & Means Committee meeting. It is also their intention to sign the MOU next week.

**C. Update on short-term rental recommendations**

Director Kerr stated the short-term rental recommendations passed First Reading at the June City Council Meeting. The Public Hearing and Second Reading of the recommendations is set for the July 28 meeting.

**7. Adjournment**

Mr. Pierce made a motion to adjourn and Mr. Denton seconded the motion. The meeting was adjourned at 6:34pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk

**ORDINANCE 2020-04**

AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 9, SHORT-TERM RENTALS, SECTION 5-4-203, MAXIMUM OCCUPANCY AT ANY TIME, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO LIMIT THE MAXIMUM OCCUPANCY AT ANY TIME TO FORTY (40) PEOPLE OR TWICE THE MAXIMUM OVERNIGHT OCCUPANCY, WHICHEVER IS LESS.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED:

SECTION 1. That Section 5-4-203 is hereby amended in its entirety to state as follows:

**“Sec. 5-4-203. Maximum occupancy at any time.**

Notwithstanding any other provision of this article to the contrary, at no time shall the total number of persons at a residence exceed forty (40) persons, including children, or twice the maximum overnight occupancy as determined by Section 5-4-202, whichever is less.”

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

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

SECTION 4. That this Ordinance take effect and be in full force immediately.

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

---

Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

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

Public Hearing: \_\_\_\_\_

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

Ratification: \_\_\_\_\_

## ARTICLE 9. - SHORT-TERM RENTALS

### Sec. 5-4-201. - Definitions.

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

*Short-term rental* means the use of any dwelling, including the lot upon which the dwelling is located, anywhere within the City whereby the dwelling is leased or otherwise made available by the owner to another person for a term of three (3) months or less. Any reference in this article to dwelling, residence or rental shall mean a short-term rental.

(Ord. No. 2007-2, § 2(5-4-201), 3-27-2007)

### Sec. 5-4-202. - Maximum overnight occupancy.

- a. The maximum overnight occupancy of an existing residence for which the owner is holding a valid short-term rental license on June 22, 2010, shall be limited to the greater of:
  - (1) Two (2) people per bedroom, plus two (2) people.
  - (2) One person per two hundred fifty (250) square feet of gross heated floor area in the entire house.
  - (3) Six (6) people.
- b. The maximum overnight occupancy of an existing residence for which the owner is not holding a valid short-term rental license on June 22, 2010, shall be limited to the greater of:
  - (1) Two (2) people per bedroom, plus two (2) people.
  - (2) Six (6) people.
- c. The maximum overnight occupancy of a residence permitted for new construction after June 22, 2010 shall be the same as prescribed in section 5-4-202(b) or twelve (12) people, whichever is fewer.
- d. The maximum overnight occupancy of an existing residence that is altered or reconstructed after June 22, 2010, shall be prescribed as follows:
  - (1) If the maximum overnight occupancy of the residence prior to alteration or reconstruction was less than twelve (12) people, then the maximum overnight occupancy of the altered or reconstructed residence may be increased to the number of people prescribed in:
    - (a) Section 5-4-202(a) or twelve (12) people, whichever is fewer, if the owner was holding a valid short-term rental license on June 22, 2010.
    - (b) Section 5-4-202(b) or twelve (12) people, whichever is fewer, if the owner was not holding a valid short-term rental license on June 22, 2010.
  - (2) If the maximum overnight occupancy of the residence prior to alteration or reconstruction was twelve (12) people or more, then the maximum overnight occupancy of the altered or reconstructed residence shall not be increased.

Blue and red underlined text edits recommended by the Planning Commission on 11/13/2019

Yellow highlighted stricken text recommended by the Public Safety Committee 7/4/2020

Green highlighted amendments recommended pursuant to legal review

- (3) If the alteration or reconstruction results in a decrease in number of bedrooms or floor area of the residence, then the maximum overnight occupancy shall be reduced as prescribed in:
- (a) Section 5-4-202(a), if the owner was holding a valid short-term rental license on June 22, 2010.
  - (b) Section 5-4-202(b), if the owner was not holding a valid short-term rental license on June 22, 2010.
- e. Children under two (2) years of age shall not be included in determining the maximum overnight occupancy.

(Ord. No. 2007-2, § 2(5-4-202), 3-27-2007; Ord. No. 2010-08, § 1, 6-22-2010)

Sec. 5-4-203. - Maximum occupancy at any time.

Notwithstanding any other provision of this article to the contrary, at no time shall the total number of persons at a residence exceed forty (40) persons, including children, or twice the maximum overnight occupancy~~forty (40) persons, including children as determined by Section 5-4-202, whichever is less.~~

(Ord. No. 2007-2, § 2(5-4-203), 3-27-2007)

Sec. 5-4-204. - Maximum number of vehicles.

The maximum number of vehicles that may be located at a residence between the hours of 11:00 p.m. to 9:00 a.m. shall be limited to one (1) vehicle per approved bedroom or one (1) vehicle for every two and one-half (2½) people allowed under the maximum overnight occupancy. In no instance shall the number of vehicles allowed be less than two (2).

(Ord. No. 2007-2, § 2(5-4-204), 3-27-2007)

Sec. 5-4-205. - Written notices to be conspicuously posted inside and outside residence; Penalties for removing notices.

A written notice provided by the city which contains information about certain ordinances generally impacting tenants of Short-term Rentals shall be affixed to a conspicuous location inside the residence located within fifteen (15) feet from the main entrance to the residence and maintained at such location by the owner and displayed at all times. A written notice provided by the city which contains information about the city's noise ordinance shall be weatherproofed and affixed to a conspicuous location on any exterior deck, porch, patio, pool or other gathering area of the residence and maintained at such location by the owner and displayed at all times. It shall be unlawful for any person to destroy, hide, obstruct, conceal or remove the notices required by this section.

(Ord. No. 2007-2, § 2(5-4-205), 3-27-2007; Ord. No. 2009-14, § 1, 10-27-2009; Ord. No. 2015-07, § 1, 7-28-2015)

## ORDINANCE 2020-05

AN ORDINANCE AMENDING TITLE 7, LICENSING AND REGULATION, CHAPTER 1, BUSINESS LICENSES, ARTICLE A, GENERAL PROVISIONS, SECTION 7-1-15, SUSPENSION AND NOTICE OF PROPOSED REVOCATION OF LICENSE, AND SECTION 7-22-22, CLASSIFICATION AND RATES, SIC 6513; NAICS 53111- LESSORS OF RESIDENTIAL HOUSING UNITS- LESS THAN NINETY (90) DAYS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO ADD CONDITIONS FOR THE SUSPENSION OF A RENTAL BUSINESS LICENSE, REQUIRE AN OWNER'S REPRESENTATIVE TO BE ABLE TO BE PHYSICALLY ON SITE WITHIN ONE HOUR OF RECEIVING A COMPLAINT, AND CONDITIONS FOR THE ADVERTISEMENT OF RENTALS.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED:

SECTION 1. That Section 7-1-15 is hereby amended in its entirety as follows:

**“Sec. 7-1-15 Notice of proposed suspension or revocation of license.**

When the License Inspector determines that:

- a. A license has been mistakenly or improperly issued or issued contrary to law;
- b. A licensee has breached any condition upon which the license was issued or has failed to comply with the provision of this chapter;
- c. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
- d. A licensee has been convicted of an offense under a law or ordinance regulating business, a crime involving moral turpitude, or an unlawful sale of merchandise or prohibited goods; or
- e. A licensee has engaged in or allowed an unlawful activity or nuisance relating to the business; or the licensee has demonstrated an inability or unwillingness to prevent the licensee's tenants from engaging in unlawful activities or creating nuisances related to the business;
- f. A licensee has had five or more complaints of unlawful activity within a single calendar year that are determined to be founded by the Police Department;

the License Inspector shall give written notice to the licensee or the person in control of the business within the City by personal service or certified mail that ~~the license is suspended~~

Ordinance recommended by Planning Commission 11/13/2019

Blue stricken text recommended by Public Safety Committee 6/4/2020

Green highlighted amendments recommended pursuant to legal review

~~pending~~ a hearing before Council for the purpose of determining whether the license should be ~~suspended and/or~~ revoked. The notice shall state the time and place at which the hearing is to be held, which shall be at a regular or special Council meeting within thirty (30) days from the date of service of the notice, unless continued by agreement. The notice shall contain a brief statement of the reasons for ~~proposed~~ suspension ~~and proposed or~~ revocation and a copy of the applicable provisions of this chapter.

SECTION 2. That Section 7-1-22 SIC 6513; NAICS 53111 is hereby amended by adding provisions to state as follows:

**“Sec. 7-1-22. - Classification and rates.**

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

Minimum on first \$2,000: \$350.00 PLUS

Per \$1,000, or fraction, over \$2,000: \$4.60

The application shall require written acknowledgment by the licensee that a violation of this Code, either by the licensee, the licensee's property manager, or the licensee's rental guests, may result in the suspension or revocation of the license.

The licensee shall maintain on file with the City Business License Office the current telephone number, if any, of the residence and current twenty-four (24) hour per day telephone numbers at which the City may contact the licensee, licensee’s agent and, if applicable, the licensee's property manager. The point of contact provided must be able to be physically on site within one hour of receiving a phone call and must have the authority over the property to be able to remove tenants and address unlawful activity.

~~It shall be a violation of this Chapter for a short term rental to be advertised without complying with the requirements of this Chapter.~~

~~It shall be a violation of this Chapter to advertise a short term rental without displaying the business license number.~~

Notwithstanding any other provision of this chapter, license taxes for lessors of residential housing units-less than ninety (90) days shall be payable on or before September 1 in each year without penalty.”

Ordinance recommended by Planning Commission 11/13/2019

Highlighted stricken text recommended by Public Safety Committee 6/4/2020

SECTION 3. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 4. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 5. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

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

Public Hearing: \_\_\_\_\_

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

Ratification: \_\_\_\_\_

**Editor's note**— Ord. No. 2015-07, § 1, adopted July 28, 2015, changed the title of § 5-4-205 from "Written notice to be conspicuously posted in residence; Penalties for removing notice" to read as set out herein.

Sec. 5-4-206. - Provisions are cumulative.

All provisions contained in this article shall be cumulative to all other Federal, State and City laws, ordinances and regulations to which an owner or tenant may be subject regarding the ownership, use, rental or occupancy of a residence.

(Ord. No. 2007-2, § 2(5-4-206), 3-27-2007)

Sec. 7-1-15. ~~Notice of proposed suspension and notice of proposed~~ revocation of license.

When the License Inspector determines that:

- a. A license has been mistakenly or improperly issued or issued contrary to law;
- b. A licensee has breached any condition upon which the license was issued or has failed to comply with the provision of this chapter;
- c. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
- d. A licensee has been convicted of an offense under a law or ordinance regulating business, a crime involving moral turpitude, or an unlawful sale of merchandise or prohibited goods; or
- e. A licensee has engaged in or allowed an unlawful activity or nuisance relating to the business; or the licensee has demonstrated an inability or unwillingness to prevent the licensee's tenants from engaging in unlawful activities or creating nuisances related to the business;
- f. A licensee has had five or more complaints of unlawful activity within a single calendar year that are determined to be founded by the Police Department;

the License Inspector shall give written notice to the licensee or the person in control of the business within the City by personal service or certified mail that ~~the license is suspended pending~~ a hearing before Council for the purpose of determining whether the license should be ~~suspended and/or~~ revoked. The notice shall state the time and place at which the hearing is to be held, which shall be at a regular or special Council meeting within thirty (30) days from the date of service of the notice, unless continued by agreement. The notice shall contain a brief statement of the reasons for ~~proposed~~ suspension ~~and proposed~~ revocation and a copy of the applicable provisions of this chapter.

(Code 1994, § 7-1-15; Ord. No. 1999-27, § 15, 10-26-1999; Ord. No. 2007-4, § 1, 3-27-2007)

Sec. 7-1-22. - Classification and rates.

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

Minimum on first \$2,000: \$350.00 PLUS

Per \$1,000, or fraction, over \$2,000: \$4.60

The application shall require ~~documentation of a successful self-inspection of the property for all compliance issues as well as basic safety issues and~~ written acknowledgment by the licensee that a violation of this Code, either by the licensee, the licensee's property manager, or the licensee's rental guests, may result in the suspension or revocation of the license.

The licensee shall maintain on file with the City Business License Office the current telephone number, if any, of the residence and current twenty-four (24) hour per day telephone numbers at which the City may contact the licensee, licensee's agent and, if applicable, the licensee's property manager. The point of contact provided must be able to be physically on site within one hour-30 minutes of receiving a phone call and must have the authority over the property to be able to remove tenants and address unlawful activity.

~~It shall be a violation of this Chapter for a short-term rental to be advertised without complying with the requirements of this Chapter.~~

~~It shall be a violation of this Chapter to advertise a short-term rental without displaying the business license number.~~

Notwithstanding any other provision of this chapter, license taxes for lessors of residential housing units-less than ninety (90) days shall be payable on or before September 1 in each year without penalty.

Blue and red underlined text edits recommended by the Planning Commission on 11/13/2019

Yellow highlighted stricken text recommended by the Public Safety Committee 7/4/2020

Green highlighted amendments recommended pursuant to legal review

## ORDINANCE 2020-06

— AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 3, PROCEDURES, COMMITTEES, ORDINANCES AND USE OF CODE, ARTICLE A, RULES OF ORDER AND PROCEDURE, SECTION 1-3-10 ORDER OF BUSINESS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO ADD A SECTION FOR CONSENT AGENDA

WHEREAS, the Isle of Palms Council desires to use a consent agenda to help streamline meetings and expedite routine and non-controversial items that require no discussion and have been unanimously approved by the full body of Council at any prior meeting; and

WHEREAS, it is necessary and appropriate to approve a procedure for consent agendas to assure all members understand and agree on the process; and

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT CHAPTER 3, PROCEDURES, COMMITTEES, ORDINANCES AND USE OF CODE, ARTICLE A, RULES OF ORDER AND PROCEDURE, SECTION 1-3-10 ORDER OF BUSINESS, SHALL BE AMENDED TO READ AS FOLLOWS:

SECTION 1. That Section 1-3-10 is hereby amended by adding (c) to state as follows:

Sec. 1-3-10. - Order of business.

(A) *Regular meetings.*

(1) The order of proceedings of the City Council shall be as follows:

- (a) The minutes of the previous Council meeting shall be presented by the City Clerk.
- (b) Citizen comments.
- (c) Reports from standing committees.
- (d) Reports from city officers, boards and commissions.
- (e) Reports from special or joint committees.
- (f) Petitions received, referred or disposed of.
- (g) Introduction of new bills or resolutions.
- (h) Miscellaneous business.

(2) The order of proceeding in subsection (A)(1) of this section shall be governed as follows:

- (a) *Reading of the minutes of the past council meeting by the City Clerk.* Unless a motion to approve the minutes as published is passed by a majority of those members present, the minutes of all meetings which have not been approved shall

be read in their entirety, excluding appendices, corrected, if necessary, and approved by a majority vote.

- (b) *Citizen comments.* Members of the public who want to address the City Council at a City Council meeting shall sign up before the start of the meeting identifying themselves by providing name and address and shall be allowed the floor in the order of requests received. The individual requesting to speak should furnish the City Clerk with a written copy of the comments to be made to Council. Speakers shall limit their remarks to no more than three (3) minutes. Public participation during Citizen Comments shall be limited to no more than thirty (30) minutes in total unless extended for a time certain by the Mayor or by a majority vote of the City Council. If there are more speakers signed up to address the City Council than time will allow, citizens may provide a written copy of the comments to be included in the public record. Public participation during Citizen Comments shall be conducted in accordance with section 1-3-13.
- (c) *Consent Agenda.* Routine or noncontroversial matters will be treated as one agenda item. All items on the consent agenda may be collectively approved by one vote without debate. Before the consent agenda is voted upon, any item included can be removed upon the request of any Councilmember. Any item removed from the consent agenda upon request will be handled separately in the same manner as an agenda item. Council will vote on the consent agenda as one item; passage of the consent agenda will be passage of each item included therein. Failure to pass the consent agenda will not defeat each item included therein, in such event, each item will be considered individually.
- (d) *Reports from standing committees.* This should include only the standing committees of Council in the order listed in section 1-3-31. All reports from standing committees shall be submitted, in writing, to the City Clerk prior to the start of the meeting.
- (e) *Reports from City officers, boards and commissions.* All reports should be submitted, in writing, to the City Clerk prior to the start of the meeting.
- (f) *Reports from special or joint committees.* This shall include only those special or joint committees appointed by the Mayor and Council. All reports should be submitted in writing prior to the start of the meeting.
- (g) *Petitions received, etc.* Petitions received, referred, or disposed of, this is to include all petitions, letters of request, etc., which have been proposed to Council. If a petition previously received by Council has been referred, the report on that petition shall be made here. When action has been taken on a petition, the disposition shall be reported here. All petitions and requests shall be submitted, in writing, one (1) week prior to the date of the Council meeting at which time the proposed action is requested. All reports on petitions and requests shall be submitted, in writing, prior to the start of the meeting.
- (h) *Introduction of new bills or resolutions.* All new bills and resolutions shall be in a form approved by the Council and read.

(i) *Miscellaneous business.* Miscellaneous business shall include any matter that is not included in any of the other orders. All subjects/matters to be included here must be submitted to the City Clerk for inclusion on the agenda.

(B) *Special meetings.* The order of proceeding for a special meeting shall be that order as published on the agenda for that special meeting. No items may be added.

SECTION 2. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

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

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

Ratification: \_\_\_\_\_

(Code 1994, § 1-3-10; Ord. No. 1994-4, § 4, 4-26-1994; Ord. No. 2019-17, 9-24-2019)

(Code 1994, § 1-3-10; Ord. No. 1994-4, § 4, 4-26-1994; Ord. No. 2019-17, 9-24-2019)

# CITY OF ISLE OF PALMS

South Carolina



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DEPARTMENT OF BUILDING, PLANNING AND LICENSING

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## MEMORANDUM

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TO: Desirée Fragoso, City Administrator

FROM: Douglas Kerr, Director of Building and Planning

RE: Lot coverage ordinance amendment

DATE: June 19, 2020

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A handwritten signature in blue ink, appearing to read 'Douglas Kerr', is written over the 'FROM:' line of the memorandum.

In reviewing the chronology of the events dealing with lot coverage amendments, I believe the limit of impervious surfacing was reduced to 35% and then inadvertently increased back to 40% two months later.

On June 25, 2019, Council adopted Ordinance 2019-11, that reduced the limit of impervious surfacing from 40% to 35%. Subsequently on August 27, 2019, Council reviewed and adopted a series of ordinances related to expanding the public sewer system. Because these ordinances sat fallow for over a year and were focused on sewer, it went unnoticed that the text in Ordinance 2017-09 still included the prior 40% limit.

The record shows that there was no discussion or mention of the issue and, therefore, I believe this was an unintentional scrivener's error and it was not the intent of Council to reinstate the 40% limit that had just been reduced two months prior. However, I would suggest a new ordinance be ratified to provide clarity.

The Planning Commission has reviewed the issue and recommends approval of the attached Ordinance 2020-07. Please let me know if you have any questions.

Sec. 5-4-13. - Maximum lot coverage; floor area ratio requirements; additional setback requirements.

1. The following regulations shall apply to the SR-1, SR-2 and SR-3 zoning districts:
  - (a) ~~For lots connected to the public sewer system, n~~Not more than ~~thirty-five forty~~ percent (~~3540~~%) of the area of a lot shall be covered by impervious material, provided that this requirement shall not limit lot coverage to less than three thousand two hundred (3,200) square feet nor allow lot coverage to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this lot coverage requirement shall be reduced from ~~thirty-five forty~~ percent (~~3540~~%) to not more than thirty percent (30%), provided that this requirement shall not limit lot coverage to less than two thousand four hundred (2,400) square feet nor allow lot coverage to exceed five thousand two hundred fifty (5,250) square feet.
  - (b) The floor area ratio of a lot shall not be greater than forty percent (40%) of the area of a lot, provided that this requirement shall not limit the enclosed living space of a principal structure to less than three thousand two hundred (3,200) square feet not allow such enclosed space to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this floor area ratio shall be reduced from forty percent (40%) to not greater than thirty percent (30%), provided that this requirement shall not limit the enclosed living space of a principal structure to less than two thousand four hundred (2,400) square feet nor allow the enclosed living space of a principal structure to exceed five thousand two hundred fifty (5,250) square feet.
  - (c) A homeowner or his/her designee may make substantial repairs or replace an existing impervious surface within its original footprint, as long as all work is commenced and substantially completed within six (6) months from the date of removal.
  - (d) If the work is not substantially completed within the six-month time frame, the surface will be subject to the current regulations.
  - (e) The floor area ratio of a lot shall not be greater than forty percent (40%) of the area of a lot, provided that this requirement shall not limit the enclosed living space of a principal structure to less than three thousand two hundred (3,200) square feet not allow such enclosed space to exceed seven thousand (7,000) square feet.
  - (f) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of seventy (70) feet or greater, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to section 5-4-2(18) shall be thirty (30) feet, with no side yard less than ten (10) feet.
  - (g) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of at least sixty (60) feet but less than seventy (70) feet, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to section 5-4-2(18) shall be twenty-five (25) feet, with no one side yard less than ten (10) feet.
2. This section does not prohibit a structure on any City-owned lot which is used for municipal purposes from exceeding seven thousand (7,000) square feet so long as the other requirements of this section which are not inconsistent with this subsection are met.

(Code 1994, § 5-4-13; Ord. No. 2002-17, § 2, 11-26-2002; Ord. No. 2003-6, § 1, 6-24-2003; Ord. No. 2015-15, § 2, 2-23-2016; Ord. No. 2018-13, § 4, 8-28-2018; Ord. No. 2019-11, 6-25-2019; Ord. No. 2017-09, § 3, 8-27-2019)

**ORDINANCE 2020-07**

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

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

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

WHEREAS, the City of Isle of Palms believes that additional impervious surfacing will contribute to more stormwater runoff and less stormwater absorption and it is necessary reduce the amount of impervious surfacing added to the island;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Section 5-4-13 (Maximum lot coverage; floor area ratio requirements; additional setback requirements).

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 2, DISTRICT REGULATIONS SUBSECTION 5-4-13(1.)(a) SHALL BE AMENDED TO READ AS FOLLOWS:

- (a) For lots connected to the public sewer system, not more than thirty-five percent (35%) of the area of a lot shall be covered by impervious material, provided that this requirement shall not limit lot coverage to less than three thousand two hundred (3,200) square feet nor allow lot coverage to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this lot coverage requirement shall be reduced from thirty-five (35%) percent to not more than thirty (30%) percent, provided that this requirement shall not limit lot coverage to less than two thousand four hundred (2,400) square feet nor allow lot coverage to exceed five thousand two hundred fifty (5,250) square feet.

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Nicole DeNeane, City Clerk

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

Public Hearing: \_\_\_\_\_

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

Ratification: \_\_\_\_\_

ORDINANCE 2020-\_\_

SERIES 2020 BOND ORDINANCE

AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,000,000 WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2020, OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA; TO PROVIDE FOR THE USE OF THE PROCEEDS; TO PROVIDE FOR THE TERMS AND CONDITIONS UPON WHICH THE SERIES 2020 BONDS WILL BE ISSUED; TO PROVIDE FOR THE REPAYMENT THEREOF AND SECURITY THEREFOR; AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH.

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Series 2020 Bond Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified, with the definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. Certain other terms used as defined terms herein shall have the meanings ascribed to such terms in the General Bond Ordinance. The term:

“Additional Bonds” means any additional parity bonds authorized to be issued by the City pursuant to the terms and conditions of Article III of the General Bond Ordinance.

“Authorized Denomination” means \$5,000 or any integral multiple thereof.

“Business Day” means a day which is not a Saturday, Sunday, legal holiday or day on which banking institutions are authorized by law to close in the State of South Carolina or in the jurisdiction where the designated corporate trust office of the Trustee is located.

“Chairman” means the duly elected Chairman of the Commissioners.

“Clerk” means the City Clerk of the City, or in his or her absence, the acting clerk.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor provision of law.

“Continuing Disclosure Undertaking” shall mean that certain Continuing Disclosure Undertaking substantially in the form of Exhibit C hereto, hereby authorized to be executed by the Mayor on behalf of the City and dated the date of issuance and delivery of the Series 2020 Bonds as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Commissioners” means the Commissioners of Public Works of the City of Isle of Palms, South Carolina, doing business as the Water and Sewer Commission.

“General Bond Ordinance” means Ordinance 2012-06 enacted by the Council on August 28, 2012, which amends and restates Ordinance 1991-1 enacted by the Council on February 11, 1991, authorizing the issuance of Water and Sewer System Revenue Bonds of the City.

“General Manager” means the general manager of the System as appointed by the Commissioners.

“Holder” or “Bondholder” or “Registered Owner” means the person in whose name a Series 2020 Bond is registered in the books maintained for such purpose.

“Interest Payment Date” means June 1 and December 1 of each year, commencing June 1, 2020.

“Mayor” means the mayor of the City or, in his or her absence, the mayor pro tempore of the City.

“Paying Agent” means U.S. Bank National Association.

“Purchaser” means the bidder providing the lowest true interest cost for the Series 2020 Bonds on the day and time designated in the Official Notice of Bond Sale. A form of such Official Notice of Bond Sale is attached hereto as Exhibit B.

“Registrar” means U.S. Bank National Association.

“Series 2020 Bond Ordinance” means this ordinance of the City duly adopted on \_\_\_\_\_, 2020.

“Series 2020 Bonds” means the City of Isle of Palms, South Carolina, Water and Sewer System Revenue Bonds, Series 2020, authorized to be issued hereunder.

“Series 2020 Project” means (i) providing necessary improvements to the System, including (a) the decommissioning of the Wild Dunes WWTP, and (b) the consolidation and expansion of the Forest Trails WWTP; and (ii) paying certain costs and expenses relating to the issuance of the Series 2020 Bonds.

“Trustee” means U.S. Bank National Association.

Section 1.2. General Rules of Interpretation. (a) Articles, Sections, and paragraphs mentioned by number are the respective Articles, Sections, and paragraphs of this Series 2020 Bond Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations and corporations and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of the Series 2020 Bonds do not include or connote the payment of such Series 2020 Bonds at its stated maturity or the purchase of such Series 2020 Bonds.

(d) Words importing the singular number include the plural number and vice versa.

## ARTICLE II FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

(a) The City is an incorporated municipality located in Charleston County, South Carolina, and has by ordinance adopted the Council form of government. The City possesses all general powers granted by the Constitution and Laws of the State of South Carolina to municipal corporations, including the power to possess a water system and a sewer system and the power to establish a commissioners of public works to operate and maintain such system.

(b) Heretofore, pursuant to the favorable results of a special election held on November 27, 1990, and in compliance with the applicable constitutional and statutory provisions, including Section 16 of Article VIII of the Constitution of the State of South Carolina, provision was made for the acquisition of a privately owned water and sewer system (the “System”).

(c) Upon acquisition, the System was initially operated and maintained under the control of Council. Thereafter on May 12, 1992, an election was held and commissioners of public works were elected. On June 23, 1992 pursuant to Ordinance 1992-7, full control and management of the System were transferred to Commissioners. The System furnishes water and sewer service to certain areas of the City.

(d) In order to finance the cost of acquiring and improving the System, the City has heretofore issued seven series of water and sewer system revenue bonds, payable from the Revenues of the System.

(e) On July 15, 2020, the Commissioners adopted a Resolution entitled "A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SIXTEEN MILLION DOLLARS (\$16,000,000) WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2020, OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO."

(f) The Series 2020 Bonds will be the eighth issue of Bonds under the General Bond Ordinance.

(g) The period of usefulness of the System is indefinite, but in no case is it less than the term of the Series 2020 Bonds.

### ARTICLE III ISSUANCE OF BONDS

Section 3.1. Authorization of Series 2020 Bonds. Pursuant to the General Bond Ordinance, this Series 2020 Bond Ordinance and the Act and in order to provide necessary improvements to the System, there shall be issued Water and Sewer System Revenue Bonds, Series 2020 (the "Series 2020 Bonds"). The Series 2020 Bonds shall be sold to the Purchaser at the purchase price established by the winning bid submitted at the competitive sale for the Series 2020 Bonds, reflecting the lowest true interest cost to the Commissioners. The Series 2020 Bonds shall be dated the date of delivery, or such other date as may be determined by the Chairman and the General Manager; shall be in fully registered form in Authorized Denominations; shall bear interest as herein provided, payable on each Interest Payment Date; and shall mature on December 1 in each of the years and in the principal amounts set forth in the winning bid as awarded by the Chairman and the General Manager.

The Series 2020 Bonds shall bear interest from their dated date. Interest on the Series 2020 Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2020 Bonds will be substantially in the form attached hereto as Exhibit A with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law, by the General Bond Ordinance or by this Series 2020 Bond Ordinance.

Section 3.2. Optional Redemption of Series 2020 Bonds. The Series 2020 Bonds maturing on or after December 1, 2030 shall be subject to redemption prior to maturity at the option of the City, on or after December 1, 2029 in whole or in part, at any time in any order of maturity selected by the City, at the principal amount of Series 2020 Bonds to be redeemed, together with interest accrued to the date fixed for redemption without premium.

Section 3.3. Notice of Redemption. Notice of any redemption of the Series 2020 Bonds shall be given in the manner required by Section 5.3 of the General Bond Ordinance, provided that if, on the date fixed for optional redemption as provided in Section 3.2(a) hereof, there has not been deposited with the Registrar sufficient moneys to pay both the principal amount of and accrued interest on the Series 2020 Bonds called for redemption on such date, the notice of redemption shall be deemed rescinded and of no force and effect. All such affected Series 2020 Bonds shall be returned by the Registrar to the Registered Owners thereof. The notice of redemption may on its face be conditional and subject to receipt of funds in an amount sufficient to pay both the principal amount of and accrued interest on the Series 2020 Bonds.

Section 3.4. Other General Provisions of the Series 2020 Bonds. The provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, shall apply to the Series 2020 Bonds. The other general provisions of the Series 2020 Bonds shall be those set forth in Article IV of the General Bond Ordinance.

Section 3.5. Series 2020 Bonds Constitute Limited Obligation of the City. The full faith, credit and taxing powers of the City are not pledged for the payment of the principal of and interest on the Series 2020 Bonds, and there shall be on the face of the Series 2020 Bonds a statement plainly worded to that effect and stating that the Series 2020 Bonds do not constitute an indebtedness of the City within any State constitutional provisions or statutory limitation. No recourse shall be had for the payment of the Series 2020 Bonds or interest thereon, or any part thereof, against the several funds of the City, except in the manner and to the extent provided in this Series 2020 Bond Ordinance nor shall the credit or taxing power of the City be deemed to be pledged thereto.

Section 3.6. Authorization for Preparing and Selling Series 2020 Bonds. The Mayor is hereby authorized and directed to have the Series 2020 Bonds prepared, and the Mayor and Clerk are hereby authorized and directed to execute and attest the Series 2020 Bonds in form and manner provided herein.

Section 3.7. Book-Entry Form Authorized. The Series 2020 Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by The Depository Trust Company, New York, New York (the "Depository"), and transfers of beneficial ownership of the Series 2020 Bonds shall be made only through the Depository and its participants (the "Participants") in accordance with rules specified by the Depository. Such beneficial ownership must be of a \$5,000 principal amount of the Series 2020 Bonds of the same maturity or any integral multiple of \$5,000.

The Series 2020 Bonds shall be issued in fully registered form, one Certificate for each of the maturities of the Series 2020 Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Series 2020 Bonds becomes due, the City shall transmit or cause the Trustee to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Series 2020 Bonds so registered for all purposes of this Series 2020 Bond Ordinance, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of Series 2020 Bondholders (the "Beneficial Owners").

The Paying Agent/Registrar shall notify the Depository of any notice of redemption required to be given pursuant to the General Bond Ordinance or this Series 2020 Bond Ordinance not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption.

The Depository is expected to maintain records of the positions of Participants in the Series 2020 Bonds, and the Participants and persons acting through Participants are expected to maintain records of

the Beneficial Owners of the Series 2020 Bonds. The City and the Trustee make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City and the Trustee shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Depository determines not to continue to act as Depository for the Series 2020 Bonds, or (b) the City has advised the Depository and the Trustee of the City's determination that the Depository is incapable of discharging its duties, the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Trustee of the Series 2020 Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, Series 2020 Bonds of the same principal amount, interest rate and maturity.

If the City is unable to retain a qualified successor to the Depository or the City has determined that it is in the best interest of the City not to continue the Book-Entry System of transfer or that the interest of the Beneficial Owners of the Series 2020 Bonds might be adversely affected if the Book-Entry System of transfer is continued (although the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2020 Bonds by mailing an appropriate notice to the Depository, then upon receipt by the City of the Series 2020 Bonds together with an assignment duly executed by the Depository, the City shall execute, and cause to be authenticated and delivered pursuant to the instructions of the Depository, Series 2020 Bonds in fully registered form, in substantially the form set forth in this Series 2020 Bond Ordinance, in the denomination of \$5,000 or any integral multiple thereof.

Section 3.8. Debt Service Reserve Requirement. The City determines, as permitted by the Amended and Restated General Bond Ordinance that it is not necessary to fund a Debt Service Reserve Account for the Series 2020 Bonds. Consequently, the Reserve Fund Requirement for the Series 2020 Bonds shall be \$-0-.

#### ARTICLE IV SALE AND AWARD OF SERIES 2020 BONDS

Section 4.1. Determination of Time to Receive Bids; Form of Official Notice of Bond Sale and Official Bid Form. The City hereby approves the offering of the Series 2020 Bonds at competitive sale on a date to be selected by the Chairman and General Manager in accordance with an Official Notice of Bond Sale in substantially the form attached hereto as Exhibit B.

Section 4.2. Preliminary Official Statement and Official Statement. The City hereby approves the dissemination of a Preliminary Official Statement in connection with the public offering and sale of the Series 2020 Bonds. The City hereby approves a final Official Statement of the City relating to the Series 2020 Bonds which will reflect the results of the competitive sale thereof, and directs that such Preliminary Official Statement and Official Statement be prepared under the supervision of the Chairman and the General Manager, and the City hereby authorizes the use of said Official Statement and the information contained therein.

Section 4.3. Award of Series 2020 Bonds. The Chairman and General Manager shall, and are hereby authorized and empowered to, award the sale of the Series 2020 Bonds to the bidder naming the lowest true interest cost to the Commissioners, which shall be reflected in Exhibit D hereto. The Chairman and General Manager are authorized to complete Exhibit D upon the receipt of bids so that the final details of the Series 2020 Bonds may be made a part of the official record of proceedings.

ARTICLE V  
DISPOSITION OF PROCEEDS OF SERIES 2020 BONDS

Section 5.1. Payment of Cost of Issuance. Sufficient proceeds derived from the sale of the Series 2020 Bonds as determined by the Chairman and General Manager shall be set aside to pay Cost of Issuance upon an approved order signed by an authorized officer of the Commissioners.

Section 5.2. Use of Remaining Proceeds. All of the remaining proceeds derived from the sale of the Series 2020 Bonds shall be deposited in a Construction Fund to be established for the Series 2020 Bonds. The Commissioners may act as custodian of such Construction Fund and shall maintain proper records of each withdrawal therefrom.

ARTICLE VI  
CONCERNING THE TRUSTEE

Section 6.1. Trustee Protected in Relying Upon Resolutions, Etc. The Trustee shall at all times be protected in acting upon any notice, ordinance, resolution, request, consent, order, certificate, statement, opinion, bond, coupon or other paper or document believed to be genuine and to have been signed by the proper party or parties. The Trustee shall not be under any obligation to perform any act which would involve it in expense, or to institute any suit, or defend the same, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 6.2. Appointment of Successor Trustee. Should the Trustee resign, become incapable of acting, or fail to remain a member of the Federal Deposit Insurance Corporation, the City shall appoint a successor Trustee. Immediately following such appointment, the City shall give written notice of such appointment to the Holders of the Series 2020 Bonds.

ARTICLE VII  
CONTINUING DISCLOSURE

Section 7.1. Information to be Provided. The City hereby undertakes, for the benefit of the Holders of the Series 2020 Bonds, to cause the Commissioners to provide:

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the Commissioners, on behalf of the City, have covenanted to file with a central repository for availability in the secondary bond market, when requested, an annual independent audit of the System, within 30 days of its receipt of the audit; and event specific information within 30 days of an event adversely affecting more than five percent (5%) of System revenue. The only remedy for failure by the Commissioners, on behalf of the City, to comply with the covenant in this Section shall be an action for specific performance of this covenant. The Commissioners, on behalf of the City, specifically reserve the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

(b) In addition, the Commissioners, on behalf of the City, hereby covenant and agree to comply with and carry out all of the provisions of the Continuing Disclosure Undertaking in substantially the form of Exhibit C hereto. Notwithstanding any other provision of this Series 2020 Bond Ordinance, failure of the Commissioners, on behalf of the City, to comply with the Continuing Disclosure Undertaking shall not be considered an event of default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Commissioners, on behalf of the City, to comply with its obligations under this paragraph.

(c) As permitted by Securities Exchange Act of 1934 Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide the information required by Rule 15c2-12. The Commissioners, on behalf of the City, shall also comply with the provisions of Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended.

## ARTICLE VIII MISCELLANEOUS

Section 8.1. Execution of Documents. The Mayor and the Clerk are hereby authorized, empowered and directed to execute in the name of the City and under the seal of the City any and all other documents consistent herewith that may be required by the Purchaser as a condition precedent to the issuance of the Series 2020 Bonds by the City, and the City is hereby authorized and empowered to accept and receive the proceeds of such Series 2020 Bonds.

Section 8.2. Tenor of Obligation. Every covenant, undertaking, and agreement made on behalf of the City set forth in the Series 2020 Bonds and in this Series 2020 Bond Ordinance is made, undertaken, and agreed to for the proper securing of the payment of the principal of and interest on the Series 2020 Bonds. Each shall be deemed to partake of the obligation of the contract between the City and the Holders of the Series 2020 Bonds, and shall be enforceable accordingly.

Section 8.3. Benefits of Series 2020 Bond Ordinance Limited to the City and Holders of the Series 2020 Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from the Series 2020 Bond Ordinance or the Series 2020 Bonds is intended or should be construed to confer upon or give to any person other than the City, the Holders of the Series 2020 Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to the Series 2020 Bond Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Series 2020 Bond Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Holders from time to time of the Series 2020 Bonds as herein and therein provided.

Section 8.4. Series 2020 Bond Ordinance Binding Upon Successors or Assigns of the City. All the terms, provisions, conditions, covenants, warranties and agreements contained in the Series 2020 Bond Ordinance shall be binding upon the successors and assigns of the City and shall inure to the benefit of the Holders of the Series 2020 Bonds.

Section 8.5. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the City contained in this Series 2020 Bond Ordinance or the Series 2020 Bonds, against any council member of the City, any officer or employee, as such, in his or her individual capacity, past, present or future, of the City, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Series 2020 Bond Ordinance and the Series 2020 Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such, past, present or future, of the City or the Commissioners, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the City and the Series 2020 Bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the enactment of this Series 2020 Bond Ordinance and the execution of the Series 2020 Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Series 2020 Bond Ordinance and the execution of the Series 2020 Bonds, expressly waived and

released. The immunity of members, officers and employees of the City and the Commissioners under the provisions contained in this Section 8.5 shall survive the termination of the Ordinance.

Section 8.6. Effect of Saturdays, Sundays and Legal Holidays. Whenever the Ordinance requires any action to be taken on a day that is not a Business Day, such action shall be taken on the first Business Day occurring thereafter.

Section 8.7. Law and Place of Enforcement of the Ordinance. The Series 2020 Bond Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Series 2020 Bond Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 8.8. Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of the Ordinance.

Section 8.9. Appointment of Paying Agent. U.S. Bank National Association is hereby appointed Paying Agent for the Series 2020 Bonds.

Section 8.10. Savings Provision. If any section, paragraph, clause or provision of this Series 2020 Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Series 2020 Bond Ordinance.

Section 8.11. Repealing Clause. All resolutions, ordinances, or parts thereof inconsistent herewith shall be, and the same are hereby, repealed to the extent of such inconsistencies.

Section 8.12. Effective Date. This Series 2020 Bond Ordinance shall be effective without the necessity of any publication upon the date on which it receives second reading.

Section 8.13. Codification. This Series 2020 Bond Ordinance shall be forthwith codified in the Code of Ordinances in the manner required by law and shall be indexed under the general heading “Water and Sewer System Revenue Bonds, Series 2020.”

*[Execution on following page.]*

DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ISLE OF PALMS, SOUTH CAROLINA

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Date of First Reading: \_\_\_\_\_, 2020

Date of Second Reading: \_\_\_\_\_, 2020

FORM OF BOND

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
CITY OF ISLE OF PALMS  
WATER AND SEWER SYSTEM REVENUE BOND  
SERIES 2020

Original Issue Date                      Maturity Date                      Interest Rate                      CUSIP

REGISTERED OWNER:              Cede & Co.

PRINCIPAL AMOUNT:

The City of Isle of Palms, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Owner (named above), or registered assigns, but solely from the revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Series 2020 Bond at the corporate trust office of U.S. Bank National Association in Columbia, South Carolina (the "Paying Agent"), and to pay interest, but solely from the revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until the City's obligation with respect to the payment of such principal sum shall be discharged. Interest on this Series 2020 Bond is payable semiannually on June 1 and December 1 of each year commencing December 1, 2020, until this Series 2020 Bond matures, and shall be payable by check or draft mailed to the person in whose name this Series 2020 Bond is registered on the registration books of the City maintained by U.S. Bank National Association in Columbia, South Carolina, as registrar (the "Trustee") at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Series 2020 Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Series 2020 Bond is one of an authorized series of Bonds of the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, registered owner, redemption provision and rate of interest, issued by the City for the purpose of (i) providing necessary improvements to the City's Water and Sewer System (the "System"), and (ii) paying certain Cost of Issuance (terms as defined in the Bond Ordinance referred to below). This Series 2020 Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Title 6, Chapter 21, of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Series 2020 Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to a General Bond Ordinance enacted on August 28, 2012 (which amends and restates Ordinance 1991-1), and a Series 2020 Bond Ordinance of the City Council of the City duly enacted on \_\_\_\_\_, 2020 (collectively, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Series 2020 Bond and the bonds of other series heretofore or hereafter issued on a parity herewith under the Bond Ordinance (together, the "Bonds"); sets forth the nature, extent and manner of enforcement of the security of this Series 2020 Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Series 2020 Bond is issued, upon which other bonds may be heretofore or hereafter issued payable as to principal, premium, if any, and interest on a parity with this Series 2020 Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Series 2020 Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Series 2020 Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Series 2020 Bond by the acceptance hereof thereby assents. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Series 2020 Bond.

The Series 2020 Bonds and the interest thereon are special obligations of the City payable solely from, and secured equally and ratably by a pledge of and lien upon, the Revenues (as defined in the Bond Ordinance) derived by the City from the System after adequate provision for operation and maintenance expenses (defined in the Bond Ordinance as Net Revenues), and on a parity with any Series of Bonds (as defined in the Bond Ordinance) hereafter issued under the Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

The Series 2020 Bonds maturing on or after December 1, 2030 shall be subject to redemption prior to maturity at the option of the City, on or after December 1, 2029 in whole or in part, at any time in any order of maturity selected by the City, at the principal amount of Series 2020 Bonds to be redeemed, together with interest accrued to the date fixed for redemption without premium.

This Series 2020 Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Series 2020 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Series 2020 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Series 2020 Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty six and two thirds percent (66 2/3%) in principal amount of the Bonds then outstanding under the Bond Ordinance (including the Bond of the series of which this Series 2020 Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the

percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State of South Carolina, the principal of and interest on this Series 2020 Bond are exempt from any and all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Series 2020 Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Series 2020 Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Series 2020 Bond and the series of which it is one, as provided in the Bond Ordinance.

This Series 2020 Bond shall not be entitled to any benefit under the Bond Ordinance, nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Trustee.

THIS SERIES 2020 BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN STATE CONSTITUTIONAL PROVISIONS (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE). THIS SERIES 2020 BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE, INCLUDING INTEREST THEREON, ARE PAYABLE SOLELY FROM THE NET REVENUES HERETOFORE MENTIONED WHICH ARE PLEDGED TO THE PAYMENT THEREOF AND THE CITY IS UNDER NO OBLIGATION TO PAY THE SAME EXCEPT FROM SUCH NET REVENUES. THIS SERIES 2020 BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS SERIES 2020 BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2020 BOND.

*[Execution of bond on following page.]*

IN WITNESS WHEREOF, the City of Isle of Palms, South Carolina, has caused this Series 2020 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF ISLE OF PALMS,  
SOUTH CAROLINA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Series 2020 Bond is one of the Bonds described in the within-mentioned Bond Ordinance of the City of Isle of Palms, South Carolina.

U.S. BANK NATIONAL ASSOCIATION, Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

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\$16,000,000\*

CITY OF ISLE OF PALMS, SOUTH CAROLINA  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2020

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OFFICIAL NOTICE OF BOND SALE

AND

OFFICIAL BID FORM

The Series 2020 Bonds are being offered for sale in accordance with this Official Notice of Bond Sale. Electronic bids for the purchase of the Series 2020 Bonds will be received by the City of Isle of Palms, South Carolina (the “City”), in the Office of the General Manager of the Isle of Palms Water and Sewer Commission, Isle of Palms, South Carolina, on \_\_\_\_\_, 2020, until \_\_\_\_ local South Carolina time, or on such other date and time as may be established by the General Manager or her designee and communicated by electronic dissemination not less than 20 hours prior to the time the bids are to be received.

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\_\_\_\_\_, 2020

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\*Preliminary, subject to change.

OFFICIAL NOTICE OF BOND SALE

\$16,000,000\*  
CITY OF ISLE OF PALMS, SOUTH CAROLINA  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2020

Electronic bids for \$16,000,000\* City of Isle of Palms, South Carolina, Water and Sewer System Revenue Bonds, Series 2020 (the “Series 2020 Bonds”), will, at the direction of the City Council of the City of Isle of Palms (the “City”) be received by the Isle of Palms Water and Sewer Commission (the “CPW”), in the Office of the General Manager of the CPW, 1300 Palm Boulevard, Isle of Palms, South Carolina, on \_\_\_\_\_, 2020, until \_\_\_\_\_ local South Carolina time, or on such other date and time as may be established by the General Manager or his designee and communicated by electronic dissemination not less than 20 hours prior to the time the bids are to be received.

Electronic bids must be submitted through BiDCOMP/Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from IPREO, Municipal Services, telephone (212) 849-5023, or munis@ipreo.com.

SERIES 2020 BOND DETAILS

The Series 2020 Bonds will be issued initially as fully registered bonds and, when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2020 Bonds. Individual purchases of the Series 2020 Bonds may be made only in book-entry form in denominations of \$5,000 or integral multiples thereof. Purchasers of Series 2020 Bonds (the “Beneficial Owners”) will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the Series 2020 Bonds, as nominee for DTC, payments of principal and interest with respect to the Series 2020 Bonds will be made to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners.

The Series 2020 Bonds will be dated the date of delivery, or such other date as may be communicated by electronic dissemination not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on December 1, 2020, or such other date as may be communicated by electronic dissemination not less than 20 hours prior to the time bids are to be received, and on each June 1 and December 1 until maturity or prior redemption at the rate or rates specified in such proposal as may be accepted. The proposed schedule of maturities and amounts are as follows:

MATURITY SCHEDULE FOR SERIES 2020 BONDS<sup>(1)</sup>

<u>Due December 1</u>	<u>Principal Amount*</u>	<u>Due December 1</u>	<u>Principal Amount*</u>
2022		2031	
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	
2029		2038	
2030		2039	

(NOTE: The CPW reserves the right to modify the maturity schedule shown above. Any such modification will be communicated through electronic dissemination. (See, "Adjustment of Principal Amount" below.)

\* Preliminary, subject to change.

<sup>(1)</sup> Subject to adjustment as provided in this Official Notice of Bond Sale.

Adjustment of Principal Amount. The schedule of maturities set forth above (the "Initial Maturity Schedule") represents an estimate of the principal amounts and maturities of Series 2020 Bonds which will be sold. The CPW reserves the right to change the Initial Maturity Schedule by announcing any such change not later than 3:00 p.m., local South Carolina time, on the date immediately preceding the date set for receipt of bids, through electronic dissemination. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of principal amounts and maturities for the Official Bid Form.

Furthermore, if after final computation of the bids, the CPW determines in its sole discretion that the funds necessary to accomplish the purposes for issuance, as herein described, are either more or less than the proceeds of the sale of all of the Series 2020 Bonds, the CPW reserves the right either to increase or decrease the principal amount of any maturity of the Series 2020 Bonds (to be rounded to the nearest \$5,000), provided that any such increase shall not, in the aggregate, cause the total amount of Series 2020 Bonds to exceed the maximum principal amount authorized by the CPW.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the Series 2020 Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the applicable Series 2020 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost, calculated as specified, solely on the basis of the Series 2020 Bonds offered, without taking into account any adjustment in the amount of Series 2020 Bonds pursuant to this paragraph.

Optional Redemption Provisions. The Series 2020 Bonds maturing on or after December 1, 2030 shall be subject to redemption prior to maturity at the option of the City, on or after December 1, 2029 in whole or in part, at any time in any order of maturity selected by the City, at the principal amount of Series 2020 Bonds to be redeemed, together with interest accrued to the date fixed for redemption without premium.

AUTHORIZATION

The Series 2020 Bonds are issued under Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended (the "Act"), the General Bond Ordinance effective August 28, 2012 (which amends and restates Ordinance 1991-1), and a Series 2020 Bond Ordinance (collectively the "Ordinance"), in order to provide moneys for purposes authorized by the Act.

## PURPOSE

Proceeds from the Series 2020 Bonds may be used to (i) provide necessary improvements to the City's Water and Sewer System (the "System"), and (ii) pay the costs of issuance of the Series 2020 Bonds.

## SECURITY FOR THE SERIES 2020 BONDS

The payment of the principal of and interest on the Series 2020 Bonds shall be secured equally and ratably by a lien on and pledge of the Revenues, as described more fully in the Preliminary Official Statement dated \_\_\_\_\_, 2020, in an amount sufficient to pay the principal of and interest on the Series 2020 Bonds and all Bonds issued on a parity therewith, and to make the payments into the Debt Service Fund and all other payments provided for in the General Bond Ordinance.

The Series 2020 Bonds shall not be and shall not constitute a debt or a pledge of the full faith and credit of the City or any political subdivision thereof or the CPW, within the meaning of any constitutional or statutory limitations; but shall be limited obligations of the City, payable by the City solely from the Revenues and the amounts on deposit in the funds and accounts established in accordance with the terms of the General Bond Ordinance, all in the manner provided therein. No Holder or Holders of any Series 2020 Bonds issued thereunder shall ever have the right to compel the exercise of the taxing power of the City, or taxation in any form of any real or personal property therein, or the application of any other funds of the CPW or the City to pay the Series 2020 Bonds or the interest thereon.

There will be no Debt Service Reserve Fund account established for the Series 2020 Bonds.

## CONTINUING DISCLOSURE

The City and the CPW have committed to enter into a written Continuing Disclosure Undertaking pursuant to which they will agree to provide certain annual information and notices of material events as required by Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") and as described in the Preliminary Official Statement.

The obligation of the successful bidder (the "Purchaser") to purchase the Series 2020 Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Series 2020 Bonds, in form and substance reasonably satisfactory to the Purchaser, a copy of the Continuing Disclosure Undertaking, which shall constitute a written agreement for the benefit of the Beneficial Owners of the Series 2020 Bonds as required by the Rule.

## PURCHASER'S CERTIFICATION REGARDING INITIAL OFFERING PRICE

The winning bidder shall assist the City in establishing the issue price of the Series 2020 Bonds and shall execute and deliver to the City on the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2020 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Burr Forman McNair, Bond Counsel for the City. All communications under this Series 2020 Official Notice of Bond Sale relating to issue price of the Series 2020 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City relating to issue price may be provided to the City's municipal advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2020 Bonds) will apply to the initial sale of the Series 2020 Bonds (the “competitive sale requirements”) because: (i) the City shall disseminate this Series 2020 Official Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the City anticipates awarding the sale of the Series 2020 Bonds to the bidder who submits a firm offer to purchase the Series 2020 Bonds at the lowest true interest cost, as set forth in this Series 2020 Official Notice of Bond Sale.

Any bid submitted pursuant to this Series 2020 Official Notice of Bond Sale shall be considered a firm offer for the purchase of the Series 2020 Bonds, as specified in the bid. All bids shall include a representation that the underwriters have established industry reputations for underwriting new issuances of municipal securities.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2020 Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2020 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Series 2020 Bonds satisfies the 10% test as of the date and time of the award of the Series 2020 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2020 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2020 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2020 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2020 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2020 Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2020 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2020 Bonds, that the underwriters will neither offer nor sell unsold Series 2020 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (A) the close of the fifth (5th) business day after the sale date; or (B) the date on which the underwriters have sold at least 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2020 Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Series 2020 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2020 Bonds of that maturity have been sold, or (ii) the 10% test has been satisfied as to the Series 2020 Bonds

of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including but not limited to, its agreement to hold-the-offering-price rule, if applicable to the Series 2020 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable: (A) to report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (C) to promptly notify the winning bidder of any sales of Series 2020 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below), and (D) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2020 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the

10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any Series 2020 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined herein) shall not constitute sales to the public for purposes of this Series 2020 Official Notice of Bond Sale. Further, for purposes of this Series 2020 Official Notice of Bond Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2020 Bonds to the public), (iii) a purchaser of any of the Series 2020 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) "sale date" means the date that the Series 2020 Bonds are awarded by the City to the winning bidder.

By submitting a bid, each bidder represents that it has an established reputation of underwriting new issuances of municipal bonds such as the Series 2020 Bonds.

#### LEGAL OPINION AND CLOSING CERTIFICATE

The City will furnish, without cost to the Purchaser, typewritten or printed Series 2020 Bonds and the opinion of Burr Forman McNair, Bond Counsel for the City. The opinion of Burr Forman McNair will state that (a) interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes under the Code; and (b) the Series 2020 Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Series 2020 Bonds in order that interest on the Series 2020 Bonds remain excludable from gross income for federal income tax purposes. Noncompliance may cause interest on the Series 2020 Bonds to be included in gross income retroactive to the date of issuance of the Series 2020 Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The City has covenanted to comply with the requirements of the Code and, in rendering its opinion, Bond Counsel will assume compliance with such covenants. The opinion of Burr Forman McNair will be delivered with the Series 2020 Bonds.

#### RATINGS

Moody's Investors Service, Inc. has assigned a rating on the Series 2020 Bonds of "\_\_\_".

## TERMS OF BID AND BASIS OF AWARD

**Bid Requirements:** Bidders shall specify the rate or rates of interest per annum which the Series 2020 Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than two percent (2%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2020 Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE SERIES 2020 BONDS, OR A BID AT AN AGGREGATE PURCHASE PRICE (INCLUSIVE OF ORIGINAL ISSUE DISCOUNT (“OID”), ORIGINAL ISSUE PREMIUM (“OIP”) AND UNDERWRITER’S DISCOUNT) LESS THAN 99% OF THE PRINCIPAL AMOUNT OF SERIES 2020 BONDS, WILL NOT BE CONSIDERED.

The Series 2020 Bonds will be awarded to the bidder offering to purchase the Series 2020 Bonds at the lowest annual interest cost computed on a True Interest Cost basis (the “TIC”). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the Series 2020 Bonds back to the Net Bond Proceeds (defined as the par amount of the Series 2020 Bonds plus any OIP and accrued interest thereon, less any OID and underwriter’s discount on the Series 2020 Bonds calculated on a 360-day year to the Closing Date). The TIC must be calculated to four (4) decimal places.

ALL ELECTRONIC PROPOSALS SHALL BE DEEMED TO INCORPORATE THE PROVISIONS OF THE OFFICIAL BID FORM. EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE AND YIELD FOR THE SERIES 2020 BONDS OF EACH MATURITY. ALL SERIES 2020 BONDS MATURING ON THE SAME DATE MUST BEAR INTEREST AT THE SAME RATE. NO BIDS FOR LESS THAN ALL OF THE SERIES 2020 BONDS OFFERED WILL BE ENTERTAINED. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF BOND SALE OR NOT IN THE FORM OF THE OFFICIAL BID FORM. THE CITY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE CITY SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

## SETTLEMENT OF SERIES 2020 BONDS

It is expected that closing for the Series 2020 Bonds will occur in Charleston, South Carolina, on or about \_\_\_\_\_, 2020, or such other date or place as determined by the CPW (the “Closing Date”). On such date, the Series 2020 Bonds will be delivered to DTC as securities depository registered in the name of Cede & Co., as nominee of DTC. The Purchaser shall advise the underwriting department of DTC, not less than seven business days prior to the closing date, the interest rates borne by the Series 2020 Bonds and the Closing Date. CUSIP Service Bureau charges for assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser. Any delay, error or omission with respect to the CUSIP numbers shall not constitute cause for failure or refusal by the Purchaser to accept delivery of and pay for the Series 2020 Bonds in accordance with the terms of this Official Notice of Bond Sale.

FULL PAYMENT OF THE PURCHASE PRICE MUST BE MADE TO THE CITY ON THE CLOSING DATE BY THE PURCHASER IN FEDERAL FUNDS OR IMMEDIATELY AVAILABLE FUNDS WITHOUT COST TO THE CITY.

## BLUE SKY LAWS

The Purchaser will be responsible for the clearance or exemption with respect to the status of the Series 2020 Bonds for sale under the securities or “Blue Sky” laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

## OFFICIAL STATEMENT

A Preliminary Official Statement has been prepared by the City, and such Preliminary Official Statement is deemed final by the City for purposes of the Rule. The only information omitted from the Preliminary Official Statement are those items permitted to be omitted under the Rule. The City designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees (1) to accept such designation; and (2) to assure proper dissemination of the final Official Statement. The City will prepare and provide to the Purchaser, within seven (7) business days after the sale date, a mutually agreed upon reasonable number of copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the City believes are necessary.

## ADDITIONAL INFORMATION

Copies of the Preliminary Official Statement (including the form of the opinion of Bond Counsel), the Official Bid Form and the Official Notice of Bond Sale and any additional information desired, may be obtained from First Tryon Advisors or will be furnished upon request from the Office of the General Manager, Isle of Palms Water and Sewer Commission, 1300 Palm Boulevard, Isle of Palms, South Carolina 29451, contact Chris Jordan (843) 886-6148; or First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204, contact Amy Vitner (704) 926-2457, or David Cheatwood (704) 926-2447.

Chris Jordan, General Manager

OFFICIAL BID FORM

\$16,000,000\*  
 CITY OF ISLE OF PALMS, SOUTH CAROLINA  
 WATER AND SEWER SYSTEM REVENUE BONDS  
 SERIES 2020

\_\_\_\_\_, 2020

Chairman  
 Isle of Palms Water and Sewer Commission  
 1300 Palm Boulevard  
 Isle of Palms, South Carolina 29451

Ladies and Gentlemen:

On behalf of the undersigned and any underwriting syndicate which we have formed and lead, and in accordance with the terms and conditions of the attached Official Notice of Bond Sale dated \_\_\_\_\_, 2020 which is hereby made a part of this proposal, we offer to purchase all of the \$16,000,000\* City of Isle of Palms, South Carolina, Water and Sewer System Revenue Bonds, Series 2020 (the "Series 2020 Bonds"). We will pay as the purchase price thereof, the aggregate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)<sup>(1)</sup>, in immediately available Federal Funds. The Series 2020 Bonds will be dated the date of their delivery, shall bear interest from such date and shall be payable semiannually commencing on December 1, 2020 and on each June 1 and December 1 until maturity.

The Series 2020 Bonds shall mature in the years and in the amounts, and bear interest at the respective interest rates per annum, all as stated in the following schedule:

Schedule of Maturities<sup>(1)</sup>

<u>Due</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Due</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
2022				2031			
2023				2032			
2024				2033			
2025				2034			
2026				2035			
2027				2036			
2028				2037			
2029				2038			
2030				2039			

\* Preliminary, subject to change.

<sup>(1)</sup> Subject to adjustment as provided in the Official Notice of Bond Sale.

Subject to your acceptance of our Series 2020 Official Bid, we agree to make a bona fide public offering of all the Series 2020 Bonds at yields not lower than those set forth in the above Schedule of Maturities, Principal Payments, Interest Rates and Yields. Our calculation, made as provided in the Official Notice of Bond Sale, of the true interest cost to the CPW is \_\_\_\_\_%. This estimate is for information purposes only and is not binding on the CPW or the undersigned.

It shall be a condition of our obligation as the successful bidder to accept delivery of, and pay for, the Series 2020 Bonds that, contemporaneously with, or before, accepting the Series 2020 Bonds and paying for them, we shall receive the closing documents specified in the Official Notice of Bond Sale.

We hereby acknowledge receipt of the Preliminary Official Statement for the Series 2020 Bonds “deemed final” (except for permitted omissions) by the City of Isle of Palms, South Carolina.

This bid is a firm offer for the purchase of the Series 2020 Bonds identified in the Series 2020 Notice of Sale, on the terms set forth in this bid form and the Series 2020 Notice of Sale, and is not subject to any conditions, except as permitted by the Series 2020 Notice of Sale. By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds.

We agree to provide a list of all syndicate members by facsimile transmission upon notification of our successful bid. Receipt of such list shall be a condition to award the Series 2020 Bonds.

It is understood and agreed that an award will be made for all but not less than all of the Series 2020 Bonds and that the principal amount of the Series 2020 Bonds and our purchase price as bid may be adjusted as provided in the Official Notice of Bond Sale, the terms of which are incorporated herein by reference.

If the foregoing is acceptable to you, please signify by signing and returning a copy of this Official Bid Form to the undersigned bidder whereupon it will become a binding agreement between us.

Respectfully submitted,

\_\_\_\_\_

\_\_\_\_\_

Bidder

Accepted and agreed to  
\_\_\_\_\_, 2020

ISLE OF PALMS WATER AND SEWER  
COMMISSION

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

Title: \_\_\_\_\_

(No addition or alteration, except as provided above, is to be made to this Official Bid Form and it must not be detached from the attached Official Notice of Bond Sale)

***[COMPETITIVE SALE -  
AT LEAST THREE (3) BIDS]***

§ \_\_\_\_\_ \*  
CITY OF ISLE OF PALMS, SOUTH CAROLINA  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2020

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Underwriter”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) issued by the City of Isle of Palms, South Carolina (the “City”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

(d) The Underwriter has an established industry reputation for underwriting new issuances of municipal bonds.

2. Defined Terms.

(a) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax and Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr Forman McNair, as Bond Counsel to the City, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

*[Signature Page Follows]*

**[UNDERWRITER]**

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

Name: \_\_\_\_\_

Dated: [ISSUE DATE]

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**SCHEDULE A**

EXPECTED OFFERING PRICES

\*\*\*\*\*

**SCHEDULE B**

COPY OF UNDERWRITER'S BID

§ \_\_\_\_\_ \*

CITY OF ISLE OF PALMS, SOUTH CAROLINA  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2020

**CERTIFICATE OF MUNICIPAL ADVISOR**

The undersigned, on behalf of First Tryon Advisors (the “Municipal Advisor”), as the municipal advisor to the City of Isle of Palms, South Carolina (the “City”) in connection with the issuance of the above-captioned obligations (the “Bonds”), has assisted the City in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.

2. The Notice of Sale was disseminated electronically through [**Thomson Municipal Market Monitor**]. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive “last-look”).

4. The City received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Copies of the bids received are attached to this certificate as Attachment 2.

5. The winning bidder was [NAME OF UNDERWRITER] (the “Underwriter”), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The City awarded the Bonds to the Underwriter.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax and Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr Forman McNair, as Bond Counsel to the City, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

*[Signature Page Follows]*

**FIRST TRYON ADVISORS**

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

Name: \_\_\_\_\_

Dated: [ISSUE DATE]

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**ATTACHMENT 1**

NOTICE OF SALE

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**ATTACHMENT 2**

BIDS RECEIVED

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**ATTACHMENT 3**

BID COMPARISON

***[COMBINING ACTUAL SALES RULE AND HOLD-THE-OFFERING-PRICE RULE  
FEWER THAN THREE (3) BIDS]***

§ \_\_\_\_\_\*  
CITY OF ISLE OF PALMS, SOUTH CAROLINA  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2020

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) issued by the City of Isle of Palms, South Carolina (the “City”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Bond Sale and Official Bid Form, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Underwriter has an established industry reputation for underwriting new issuances of municipal bonds.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriter has sold at least 10% of such

Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax and Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr Forman McNair, as Bond Counsel to the City, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

*[Signature Page Follows]*

**[UNDERWRITER]**

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

Name: \_\_\_\_\_

Dated: [ISSUE DATE]

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**SCHEDULE A**

SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

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**SCHEDULE B**

PRICING WIRE OR EQUIVALENT COMMUNICATION

**CONTINUING DISCLOSURE UNDERTAKING**

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered as of \_\_\_\_\_, 2020 by the City of Isle of Palms, South Carolina (the “City”), a municipal corporation organized and existing under the laws of the State of South Carolina and by the Commissioners of Public Works of the City, doing business as the Water and Sewer Commission (the “Commissioners”), in connection with the issuance of the \$\_\_\_\_\_ Water and Sewer System Revenue Bonds, Series 2020, of the City of Isle of Palms, South Carolina (the “Series 2020 Bonds”), issued by the City pursuant to the General Bond Ordinance enacted by the Council on August 28, 2012 (which amends and restates Ordinance 1991-1) (the “General Bond Ordinance”) and as from time to time amended or supplemented by Series or Supplemental Ordinances (collectively, the “Ordinance”). The City and the Commissioners hereby agree:

SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Series 2020 Bonds and in order to assist the Participating Underwriter (defined below) in complying with Rule 15c2-12(b)(5) under the Securities and Exchange Act of 1934.

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or elsewhere in this Disclosure Undertaking, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Commissioners on behalf of the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Series 2020 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2020 Bonds for federal income tax purposes.

“Bondholder” or “Holder” shall mean the registered owner of a Bond and any Beneficial Owner thereof.

“Business Day” shall mean any day which is not a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina.

“Disclosure Representative” shall mean, initially, the General Manager of the Commissioners or her or his designee, or such other officer or employee as the City or the Commissioners shall designate in writing from time to time.

“Dissemination Agent” shall mean the City or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through EMMA.

“National Repository” shall mean the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (“EMMA”) System at [www.emma.msrb.org](http://www.emma.msrb.org), or any successor National Repository as determined by the Securities and Exchange Commission.

“Official Statement” shall mean the official statement of the City and the Commissioners dated \_\_\_\_\_, 2020, prepared in connection with the issuance of the Series 2020 Bonds.

“Participating Underwriter” shall mean \_\_\_\_\_, the original purchaser of the Series 2020 Bonds required to comply with the Rule in connection with the offering of the Series 2020 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of South Carolina.

### SECTION 3. Provision of Annual Reports.

(a) The Commissioners, on behalf of the City, shall, or shall cause the Dissemination Agent to, provide to each Repository, within seven months after the end of the Commission’s fiscal year (presently June 30), commencing with the fiscal year ending June 30, 2020, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the Commission may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Commission’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) If the Annual Report has not been provided to the Repositories by the date required in subsection (a) above, the Commissioners shall send a timely notice to each Repository in substantially the form attached hereto as Exhibit A.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Commission for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Commissioners’ audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent such items are not included in the financial statements referred to in subsection (a) above, the financial and statistical data of the Commissioners as of a date not earlier than

the end of the preceding fiscal year for the type of information included in the tables contained in the Official Statement under the headings: “THE WATER AND SEWER SYSTEM—Customer Base” “THE WATER AND SEWER SYSTEM—Use and Demand—Water System”, “THE WATER AND SEWER SYSTEM—Use and Demand—Sewer System”, and “FINANCIAL INFORMATION—Historical Operating Results and Coverage” to the Official Statement for the fiscal year then concluded.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City related to the System, or related public entities, which have been made available to the public on EMMA. The Commissioners shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. (a) Pursuant to the provisions of this Section 5, the Commissioners shall give, or cause to be given, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Series 2020 Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TED) or other material notices or determinations with respect to the tax status of the Series 2020 Bonds, or other material events affecting the tax status of the Series 2020 Bonds;
7. Modifications to rights of the holders of the Series 2020 Bonds, if material;
8. Call of any of the Series 2020 Bonds, if material;
9. Tender offers;
10. Defeasances of any of the Series 2020 Bonds;
11. Release, substitution or sale of property securing repayment of the Series 2020 Bonds, if material;
12. Rating changes;
13. Bankruptcy, insolvency, receivership or similar event of any obligated person, which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order

confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person;

14. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
15. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
16. incurrence of a “financial obligation” of the Commission, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a “financial obligation” of the Commission any of which affect security holders, if material; or
17. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a “financial obligation” of the Commission, any of which reflect financial difficulties.

(b) If the Commissioners determine that the occurrence of a Listed Event is material under applicable federal securities laws, the Commissioners shall promptly file a notice of such occurrence with the National Repository and with each State Repository, if any. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9) and (10) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Beneficial Owners of affected Bonds pursuant to the Ordinance.

SECTION 6. Termination of Reporting Obligations. The Commissioners’ obligations under this Disclosure Undertaking shall terminate upon the legal defeasance or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Commissioners shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

SECTION 7. Dissemination Agent. The Commissioners, on behalf of the City, may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out the obligations of the Commissioners under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City or the Commissioners pursuant to this Disclosure Undertaking.

SECTION 8. Amendment and Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Commissioners, on behalf of the City, may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver related to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person (within the meaning of the Rule) with respect to the Series 2020 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2020 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners of the Series 2020 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the Commissioners shall describe such amendment in the next Annual Report, if any, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Commissioners. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given by a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Commissioners, on behalf of the City, from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Commissioners choose to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Commissioners shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

SECTION 10. Default. In the event of a failure of the Commissioners, on behalf of the City, to comply with any provision of this Disclosure Undertaking, the Beneficial Owners of the Series 2020 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Commissioners, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Ordinance, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Commissioners to comply with this Disclosure Undertaking shall be an action to compel performance; provided, however, that any such action may be instituted only in the federal or State courts located in Charleston County, South Carolina.

SECTION 11. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Commissioners, the Dissemination Agent, the Participating Underwriter and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2020

CITY OF ISLE OF PALMS, SOUTH CAROLINA

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

ISLE OF PALMS WATER AND SEWER  
COMMISSION

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

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of City: City of Isle of Palms, South Carolina

Name of Bond Issue: \$\_\_\_\_\_ Water and Sewer System Revenue Bonds, Series 2020 of the City of Isle of Palms, South Carolina

Date of Issuance: \_\_\_\_\_, 2020

NOTICE IS HEREBY GIVEN that the City of Isle of Palms, South Carolina has not provided an Annual Report with respect to the above-named Series 2020 Bonds as required by Section 3 of the Disclosure Undertaking dated \_\_\_\_\_, 2020. [The City anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

CITY OF ISLE OF PALMS, SOUTH CAROLINA

**EXHIBIT D**

**DETAILS OF SERIES 2020 BONDS, REFLECTING SALE AND AWARD**

Purchaser: \_\_\_\_\_

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total Principal and Interest</u>
12/01/2022	\$	%	\$	\$
12/01/2023				
12/01/2024				
12/01/2025				
12/01/2026				
12/01/2027				
12/01/2028				
12/01/2029				
12/01/2030				
12/01/2031				
12/01/2032				
12/01/2033				
12/01/2034				
12/01/2035				
12/01/2036				
12/01/2037				
12/01/2038				
12/01/2039	_____		_____	_____
	<u>\$</u>		<u>\$</u>	<u>\$</u>