



## **City Council**

6:00 p.m., Tuesday, February 25, 2020

Council Chambers

1207 Palm Boulevard, Isle of Palms, South Carolina

### **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 – January 28, 2020
3. **Citizens' Comments** - Comments shall be limited to 3 minutes
4. **Reports from Standing Committees**
  - a. **Ways and Means Committee**
    - i. Award of a contract to Munnerlyn Pyrotechnics in the amount of \$25,000 for the July 4<sup>th</sup> fireworks show [FY20 Budget, State ATAX Fund, General Government, Programs/Sponsorships - \$85,000, pg.22, ln.20]
    - ii. Approval of a five (5) year extension to the JLG Enterprise contract for beach garbage and recycling collection services [FY20 Budget, Muni ATAX, Front Beach and Parking Management, Contracted Services - \$11,800, p.19, ln. 80 and State ATAX, Front Beach and Parking Management, Contracted Services - \$150,000, p.23, ln.66]
    - iii. Approval of expenditure in the amount of \$2,000 for the purchase of reusable bags for tourism promotion and to encourage beach cleanup when visiting the beach [FY20 Budget, State ATAX Fund, General Government, Programs/Sponsorships - \$85,000, pg.22, ln.20]
    - iv. Approval of expenditure in the amount of \$4,000 for advertising new beach rules in SIP magazine and Island Eye News paper [FY20 Budget, State ATAX Fund, General Government, Programs/Sponsorships - \$85,000, pg.22, ln.20]
    - v. Award of a contract to Trident Construction in the amount of \$5,256,159 for the construction of the repairs to the Public Safety Building [FY20 Budget, Capital Projects, Muni ATAX, State ATAX, Police and Fire Departments]
    - vi. Approval of renewal of agreement with The Palms Hotel for use of the municipal parking lot and include provisions for automatic renewal and to adjust rates as determined by Council
    - vii. Approval of an amount not to exceed \$15,000 for the installation of a pervious patio area behind the public restrooms on Front Beach [FY20 Budget, Hospitality Tax Fund, Public Works, Maintenance & Service Contracts - \$193,800, pg. 20, ln. 32]

**b. Public Safety Committee**

- i. Consideration of exemption from the noise ordinance during Veterans & First Responder Blessing Ceremony on November 7, 2020
- ii. Consideration of establishing an all pedestrian crossing at the IOP Connector and Palm Boulevard intersection

### **C. Public Works Committee**

#### d. Recreation Committee

#### e. Personnel Committee

**f. Real Property Committee**

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

**a. Accommodations Tax Advisory Committee**

## b. Board of Zoning Appeals

### c. Planning Commission

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

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

**8. Bills Already in Possession of Council – None**

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

- a. **First Reading by Title Only of Ordinance 2020 – 01** An ordinance that makes it unlawful to flee from a public safety officer under certain conditions.

- b. **Resolution 2020-01** – A resolution authorizing the consumption of beer and wine only at the Front Beach Fest on March 7, 2020

## 10. Miscellaneous Business

## Further discussion and possible action regarding the Swimming Pool Citizen Advisory Board

Next meeting date: 6:00 p. m., Tuesday, March 24, 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**  
**6:00pm, Tuesday, January 28, 2020**  
**Council Chambers**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to order**

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

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

Prior to the election of the Mayor ProTem, Mayor Carroll reminded everyone of the Marina forum on Thursday, January 30 at 5:30pm. He said the meeting will be for listening purposes. Input from that meeting and online responses as well as input from the 2018 Marina visioning meetings will be studied by the Real Property Committee. He also invited everyone to watch the Special Olympics Swim on Saturday, February 15 at 10:30am on the Front Beach featuring members of the Mt. Pleasant and Isle of Palms police departments.

**2. Election of Mayor ProTem**

Council Member Bell nominated Council Member Moye as Mayor ProTem. Council Member Moye nominated Council Member Ward as Mayor ProTem. A vote was taken as follows:

Council Member Moye:	Streetman, Bell, Pounds
Council Member Ward:	Popson, Moye, Ward, Carroll, Smith

Council Member Ward was elected Mayor ProTem.

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

Council Member Ward made a motion to approve the minutes of the regular City Council meeting of November 19, 2019, and the Special City Council meetings of December 3 and 10, 2019 and January 7 and 9, 2020. Council Member Moye seconded the motion. The motion passed unanimously.

**4. Citizen's Comments**

Layne McCombs Kipp, 3105 Cameron Boulevard, is Vice President of the East Cooper Swim League and spoke in favor of a pool facility being built. She said their team has 70-90 Isle of Palms families, and the team may lose their league membership since they cannot host swim meets. She volunteered to help with any efforts regarding the pool.

Ana Pandey, Lauden Boulevard, also spoke in favor of a pool being built on the Isle of Palms. As a pediatrician, she recommends swimming lessons to children of all ages.

Chris Kerr of McKay Kiddy gave a brief synopsis of the FY19 Audited Financial Statements. He reported the City received a clean or unmodified opinion. He reviewed several financial statements, noting no adjustments needed to be made and that the City has “a good financial team in place.” He also noted no internal control issues were found.

**5. Reports from Standing Committees**

**A. Ways and Means Committee**

Council Member Pounds reviewed the minutes of the January 21, 2020 meeting. He briefly reviewed the financial statements through 12/31/2019 as provided by Treasurer Suggs.

- i. Recommendation from the Public Safety Committee for the approval of sole source contract in the amount of \$30,994.27 to Safe Fleet Mobile Vision for the replacement of six (6) in-car camera systems [FY20 Budget, Hospitality Tax Fund, Police, Capital Outlay - \$57,000, pg. 20, ln. 21]

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

Council Member Moye said this contract is going to be sole sourced due to a compatibility issue with currently installed equipment.

**VOTE: The motion passed unanimously.**

- ii. Consideration of approval of a contract from Bohicket Construction, LLC in the amount of \$64,136.00 for a diesel generator and transfer switch for the Public Works workshop [FY20 Budget, Capital Projects, Public Works, Capital Outlay - \$37,500; State ATAX, Public Works, Capital Outlay - \$37,500]

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

Administrator Fragoso reported three bids were received this project, and Bohicket Construction submitted the lowest bid.

**VOTE: The motion passed unanimously.**

- iii. Approval of submitting the following projects as priorities for funding from the Transportation Sales Tax program: 1) Improvements to the Waterway Boulevard multi-use path; 2) Resurfacing Ocean Boulevard between 10<sup>th</sup> and 14<sup>th</sup>

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

Council Member Smith asked for community support of the request for funding of the improvements to the multi-use path in the form of letters sent to the City Administrator. Council Member Bell added his support for that request. Mayor Carroll pointed out that the current sidewalk project at the foot of the Connector is as a result of funding from this program.



**VOTE: The motion passed unanimously.**

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

**B. Public Safety Committee**

Council Member Buckhannon reviewed the minutes of the January 13, 2020 meeting. The next meeting of the Public Safety Committee will be Monday, February 3, 2020 at 9:00am.

**C. Public Works Committee**

Council Member Pounds reviewed the minutes of the January 16, 2020 meeting. Council Member Popson asked if it was possible to have the Public Works building painted, and Administrator Fragoso said that estimates are currently being collected. Council Member Buckhannon suggested a mural painting similar to vintage postcards welcoming people to the City. He also reminded Administrator Fragoso to search for grants that may help with funding the multi-use path. Mayor Carroll shared that he recently learned the drainage ditches alongside the roads are meant to keep water off the roads and not from the houses or yards.

The next meeting of the Public Works Committee will be Thursday, February 6, 2020 at 5:00pm, noting the time change from 8:00am.

**D. Recreation Committee**

Council Member Smith reviewed the minutes of the January 13, 2020 meeting.

**MOTION: Council Member Moyer made a motion to approve the formation of a Citizen Advisory Board for the sake of collecting input from the community on the pool for purposes of crafting a possible referendum question. Council Member Popson seconded the motion.**

Council Member Moyer reported the Committee is trying to put together a well-crafted statement that reflects what the citizens want with regards to a community pool in order for it to be a ballot referendum question in November. Council members engaged in a lengthy discussion about their concerns regarding the formation of an advisory board that could lead to unbudgeted expenses for such a large project in light of the numerous large expenses currently facing the City. Council members also expressed concerns about the environmental impact of such a facility. Council Member Smith noted this will be a non-binding referendum and the outcome of the referendum does not equate to an immediate request for a place in the budget.

When asked about the makeup of a potential board, Administrator Fragoso recommended 7-10 members who are registered voters on the island and are committed to participating in the process. She said there will be advertising for members.

**MOTION: Council Member Moyer made a motion to amend the original motion to remove the language around the referendum. Council Member Bell seconded the motion. The motion to amend passed unanimously. The motion as amended passed unanimously.**

Council Member Smith reiterated her statement that the outcome of the potential referendum question would not impact the budget at this time. She also noted there will always be funding issues around such a large project, adding that there are many valid reasons to have a community pool and Council should find a way to make it a possibility.

The next meeting of the Recreation Committee will be Monday, February 10, 2020 at 5:00pm.

**MOTION: Council Member Buckhannon made a motion to amend the agenda to allow for a report from the Personnel Committee. Council Member Moya seconded the motion. The motion passed unanimously.**

**E. Personnel Committee**

Council Member Moya reviewed the minutes of the January 14, 2020 meeting. The next meeting of the Personnel Committee will be Wednesday, February 12, 2020 at 9:00am.

**F. Real Property Committee**

Council Member Buckhannon reviewed the minutes of the January 15, 2020 meeting. Council Member Streetman asked if more community meetings about the Marina will be scheduled. Administrator Fragoso said that staff will follow the direction of Council, but that numerous citizens have already participated in the process by answering questions posted on the City's website. Due to the space constraints for the January 30 meeting, citizens are encouraged to visit the website and participate in the Marina visioning process. She also added that the citizens' comments from the 2018 meetings about the Marina will be compiled with the input received throughout this current process.

The next meeting of the Real Property Committee will be on Wednesday, February 5 at 5pm. Council Member Bell noted the time change to the evening to encourage more citizen participation.

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

**A. Accommodations Tax Advisory Committee** – no meeting in January

**B. Board of Zoning Appeals** – minutes attached

**C. Planning Committee** – minutes attached

Director Kerr presented to Council Members the recommendations regarding short-term rentals from the Planning Commission. He reviewed the process that brought them to these particular recommendations, noting they found no alarming trends in the number of complaints being received about short-term rental units, the number of short-term rentals, or the number of houses being built for that purpose.

The top four recommendations from the Planning Commission include: five founded complaints leading to the license revocation process; change in the daytime occupancy to 40 people or twice the allowed overnight occupancy, whichever is less; requirement that the owner or an owner's

representative be able to respond to the property within 1 hour if needed; and improved data collection surrounding short-term rentals.

7. **Reports from Special or Joint Committees** – none
8. **Petitions Received, Referred, or Disposed of** – none
9. **Bills already in possession of Council**

**Second Reading of Ordinance 2019-16 – AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE B. NUISANCES.** An ordinance to establish new standards for dilapidated structures.

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

Council Member Bell spoke to the intent of the ordinance, “It was because we had a handful of properties on the island that were not being maintained, and this was hugely controversial in terms of how do you enact something that achieves its goal without overreaching and accusing us of moving in the direction of a homeowner’s association.” He added, “The large discussion around this was every ordinance that we have we don’t enforce 100% frankly. Those ordinances are there for those occasions that we have a huge issue... Those ordinances are broadly enforced when we have a problem.” He said there is no simple answer to this ordinance.

Director Kerr shared what the current ordinance allows the City to do with regards to dilapidated structures and what the new ordinance will allow. He said the current ordinance is focused on safety concerns. He said the new ordinance will affect less than 10 houses on the island at the present moment, but that changes in the real estate market resulting in foreclosures could increase that number, which would strain the staff. Council members expressed concerns about enforcement. Director Kerr said that the new ordinance would be enforced equally across the island, but he added that smaller issues like mildew or detached railings would be looked at cumulatively and not as a single issue. He also said Ordinance 2019-16 will not solve aesthetic issues.

**VOTE:** No Council members voted in favor of Ordinance 2019-16. The motion failed.

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

**Approval of Safety Resolution 2020**

**MOTION:** Council Member Moye made a motion to approve and waive the reading of the Safety Resolution. Council Member Buckhannon seconded the motion. The motion passed unanimously.

11. **Miscellaneous Business**

The next City Council meeting will be held on Tuesday, February 25, 2020 at 6pm.

**12. Executive Session**

Motion: Council Member Bell made a motion to go into Executive Session pursuant to Section 30-4-70(a)(2) to receive legal advice and status update on legal options for the City related to the Morgan Creek Grille. Council Member Moye seconded the motion. The motion passed unanimously.

Council members entered Executive Session at 7:58pm. Council members returned from Executive Session at 8:07pm. Mayor Carroll that no decisions were made during Executive Session.

**13. Adjournment**

Council Member Buckhannon made a motion to adjourn, and Council Member Moye seconded the motion. The meeting was adjourned at 8:07pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



## **SPECIAL WAYS & MEANS COMMITTEE MEETING**

**3:00pm, Wednesday, February 12, 2020**

**Magnolia Room, Recreation Center**

**24 28<sup>th</sup> Avenue, Isle of Palms, SC**

### **MINUTES**

#### **1. Call to Order**

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

Absent: Council Member Moye

Staff Present: Administrator Fragoso, Treasurer Suggs, various City Department heads

#### **2. Purpose of Meeting – Discussion of FY21 Budget**

Council Member Pounds said that the output of this meeting should provide Treasurer Suggs with as much input and assumptions as possible for her to create a draft budget for further discussion. After detailing the scope of the meeting, he reviewed the “knowns” of the current budget and some preliminary projections for the FY21 budget.

Council Member Pounds then asked for the Committee’s input on labeling the larger dollar amount projects as essential and non-essential for the FY21 budget. The Committee decided that Phase III of the drainage project, the marina dock replacement, and the marina bulkhead recoating were essential projects to be included in the upcoming budget. Noted as “non-essential” were the marina dredging, another round of small internal drainage projects, and the rehabilitation of the Waterway Boulevard multi-use path. Administrator Fragoso noted that not all the monies budgeted for Phase III of the drainage project will be spent in FY21, but the cost of the dock replacement will all be realized in FY21.

New revenue opportunities such as the installation of paid parking and increasing parking rates were also discussed. Budget cuts briefly discussed Council costs and monies paid to the Charleston Visitors Bureau.

Committee members engaged in a lengthy discussion about employee compensation. Mayor Carroll and Administrator Fragoso shared input from that morning’s Personnel Committee meeting where the same topic was discussed. Administrator Fragoso is collecting information on conducting a Wage & Compensation study so as to better guide Committee members on this part of the budget planning process. Committee members discussed the merit pool, a cost-of-living adjustment, the tiering of staff, and lump-sum payouts. Treasurer Suggs will adjust the budget for some position vacancies and include a 2.5% merit and 1.8% cost-of-living increase in her draft budget.

Committee members briefly discussed the possibility of borrowing money to pay for larger drainage issues. They would like to see term and rate options before furthering that discussion.

**3. Miscellaneous Business**

Following the regularly scheduled Ways & Means Committee meeting on February 18, 2020 at 6:00pm, another Special Meeting of the Ways & Means Committee will be held Thursday, March 12, 2020 at 4:00pm.

**4. Adjournment**

Council Member Buckhannon made a motion to adjourn, and Council Member Popson seconded the motion. The meeting was adjourned at 4:47pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**WAYS AND MEANS COMMITTEE  
6:00pm, Tuesday, February 18, 2020  
City Hall Council Chambers  
1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to order**

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

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

**2. Approval of previous meeting's minutes – January 21, 2020**

Mayor Carroll made a motion to approve the minutes of the January 21, 2020 Ways & Means Committee meeting, and Council Member Bell seconded the motion. The minutes passed unanimously.

**3. Citizens' Comments – none**

**4. Financial Statements – Treasurer Suggs**

Treasurer Suggs reported that 51% of the General Fund has been collected and 53% has been expended to date. Currently, the budget revenues are forecasted to be \$22,000 below budget, but that change in the remaining four months of the year. She noted that while tourism revenues appear to be 2% ahead of this time last year, they would be 4% higher if the County could realize the taxes it is owed by AirBNB rentals.

Treasurer Suggs reviewed the few expenses on both the Phase III Drainage and Public Safety Building Rehabilitation project worksheets.

Committee members and staff briefly discussed City policy around auditing the reported income of business license holders.

**5. Old Business – none**

**6. New Business**

**MOTION: Council Member Pounds made a motion to reorder the items under New Business so the discussion of the contract for the Public Safety Building rehabilitation could be discussed first. Council Member Bell seconded the motion. The motion passed unanimously.**

**A. Consideration of recommendation from the Real Property Committee to award a contract in the amount of \$5,256,159 to Trident Construction for the third phase of the Public Safety Building repair project.**

Chris Burrell of Trident Construction and Arnie McClure of Design Build came before the Committee to present the option recommended by the Real Property Committee to bring the project under budget. The final decision of whether or not to move forward with the plan for the enhanced entrance will be determined a few months into the project and will be based on the status of the builder's and City's built-in contingencies. The builder will notify the City of when a final decision needs to be made. Council members agreed that it is important to use the high-performance coating on the steel in the apparatus bays.

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

Council members asked about a warranty related to the high-performance coating. Both Mr. Burrell and Mr. McClure said such a warranty would be at significant cost to the City. However, Mr. Burrell said he believed it could last 10-15 years.

**VOTE: The motion passed unanimously.**

**B. Consideration of recommendation from the Public Safety Committee for an award of a contract to Munnerlyn Pyrotechnics in the amount of \$25,000 for the July 4, 2020 fireworks show**

Administrator Fragoso said that only one response to the RFP for the July 4 fireworks show was received, and it was submitted by the company that has done the show for the past several years. Staff has been pleased with their service in the past and recommends the contract be awarded with them with an option to renew.

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

Council Member Smith expressed concern about the beach cleanup required following a fireworks show.

**VOTE: The motion passed unanimously.**

**C. Consideration of recommendation from the Public Works Committee of a five (5) year renewal of the beach garbage collection contract to JLG Enterprise**

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

Administrator Fragoso gave a brief review of the history of the contract with JLG Enterprise and their schedule of pickups. She said staff is very pleased with the service and response from this contractor and recommends "the City approves the five-year extension that was left on the original contract" with the same scope of work. Council Member Smith added the contract will



include flexibility with regards to beach recycling pickup. Administrator Fragoso noted the contact is paid for with State and Municipal ATAX funds and comes to approximately \$101,000.

**VOTE: The motion passed unanimously.**

**D. Consideration of recommendation from ATAX of sponsorship request from the City of Isle of Palms in the amount of \$2,000 for the purchase of reusable bags for visitors to encourage beach cleanup while visiting the IOP beach.**

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

Administrator Fragoso said this request is to purchase reusable bags as a free gift to visitors signing up for the City's newsletter to encourage them to clean up the beach. She said this is part of the education campaign the City is working on in conjunction with the Charleston Visitors Bureau and the Town of Sullivan's Island to notify visitors and residents of the new clean beach laws. Bags will be available at City Hall, the Recreation Center, and Public Safety. Administrator Fragoso said she will provide additional bulk pricing information to City Council next week to determine if more bags should be purchased at this time.

**VOTE: The motion passed unanimously.**

**E. Consideration of recommendation from ATAX of sponsorship request from Lucky Dog Publishing in the amount of \$4,000 for advertising new beach rules in *SIP* magazine and *Island Eye News* paper**

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

Administrator Fragoso said this advertising in both *SIP* and *the Island Eye News* is also part of the City's public education campaign about the new clean beach laws. Council Member Popson requested clarification on the size and number of ads to be run in the *Island Eye News*. Mayor Carroll would like extra copies of *SIP* to be available in rental homes across the island.

**VOTE: The motion passed unanimously.**

**F. Consideration of recommendation from the Real Property Committee to extend the parking agreement with The Palms Hotel for the use of the municipal parking lot and include provisions for automatic renewal and to adjust rates as determined by Council**

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

Administrator Fragoso gave a brief history of how the agreement with The Palms Hotel has worked in the past. She said they understand there is no guarantee of parking availability and that City Council could adjust the parking rates. She indicated the agreement with The Palms works well, generating \$106,000 for the City last year, and the staff recommends the contract extension and automatic renewal.

**VOTE: The motion passed unanimously.**

**G. Consideration of recommendation from Real Property Committee to approve an amount not to exceed \$15,000 for the installation of a pervious patio area behind the public restroom on front beach**

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

Administrator Fragoso described the project to beautify this area in its entirety to the Committee. She said this recommendation is for the paving and the Real Property Committee recommends the cost up to \$15,000. Staff is currently collecting quotes for the paving. She anticipates the project will be complete by the start of the beach season. Mayor Carroll asked if neighboring businesses had been notified about the project, and Administrator Fragoso said she would reach out to them.

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

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

Nays: Carroll

Mayor Carroll indicated he voted in the negative because the surrounding neighbors had not yet been notified.

**H. Report on budgeted replacement of HVAC unit for Recreation Center Offices pursuant to §1-10-3(c) of the Code of Ordinances**

Administrator Fragoso said, "This is a report only. According to the Code, if there are any expenditures made over \$10,000 and under \$25,000 that are budgeted, I just let you all know. For the Recreation Center, we had to replace some HVAC units that was a cost of \$12,000. We have a number in the budget just in case only with failure, so some of them did fail, and this is just a report on those expenditures."

**I. Update on FY21 Budget**

Council Member Pounds gave a brief overview of the February 12 Budget Workshop. He reported that Treasurer Suggs had completed a first draft that he and Administrator Fragoso are reviewing. The next budget workshop will be Thursday, March 12, 2020 from 4-6pm.

**7. Miscellaneous Business**

The next meeting of the Ways & Means Committee will be on Tuesday, March 17, 2020 at 5pm.

**8. Executive Session** – Executive Session pursuant to §30-4-70(a)(2) to receive legal advice related to a proposed civil settlement from Johnathan Gandolfo. Council may take action on matters discussed in Executive Session upon returning from Executive Session.

Council Member Moye made a motion to move into Executive Session and Council Member Popson seconded the motion. The motion passed unanimously.

The Ways & Means Committee went off record at 7:08pm and returned from Executive Session at 7:25pm. Council Member Pounds reported that no decisions were made during Executive Session.

**MOTION: Council Member Bell made a motion to “reject the offer and maintain the City’s position that this is an historic tree and stand by prior decisions.” Council Member Streetman seconded the motion. The motion passed unanimously.**

**9. Adjournment**

Council Member Buckhannon made a motion to adjourn, and Council Member Moya seconded the motion. The meeting was adjourned at 7:26pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk

**City of Isle of Palms Request for Bids**  
**Request for Bids 2019-06**  
**Saturday, July 4, 2020 Fireworks Display**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is requesting bids for the City's fireworks display on July 4, 2020. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

Bids should be submitted to the following:

Desiree Fragoso, City Administrator  
City of Isle of Palms  
1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, South Carolina 29451

The deadline for submission is 2:00 p.m. Eastern Standard Time, Wednesday, January 29, 2020. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2019-06 July 4, 2020 Fireworks Display and include one (1) hard copy and one (1) electronic copy saved to a compact disc (CD). The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

A 5% Bid Bond or Certified Check must accompany each bid submitted and will become the property of the City of Isle of Palms, if the successful bidder refuses or neglects to comply with the terms of the Contract. Bid deposits are to be made payable to the City of Isle of Palms. In the event that the successful Bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful Bidders' deposits will be returned immediately following the award to said successful bidder.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The contract requires provision of a performance bond satisfactory to the City. The City of Isle of Palms reserves the right to reject any and all bids and to waive irregularities.

By signing this bid or proposal, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of laws and agrees to provide the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the Bidder and its subcontractors or sub-subcontractors; or (b) that bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

#### **A. Scope of Service**

Bidder shall deliver fireworks to display site on July 4, 2020. Fireworks are to be stored offsite in any A.T.F. approved storage magazine prior to July 4, 2020. Bidder shall provide professional licensed pyro-technician to setup and fire display, and to clean up after display.

Please complete the attached response form indicating the quantity and type of fireworks to be discharged during a 25 - 30 minute display and indicate the respective costs.

#### **B. Date and Time of Display**

Display is to be on July 4<sup>th</sup>, 2020 and is to start approximately 9:00 pm or as directed by an authorized representative of the City. A rain date is to be the following evening or as agreed between the successful bidder and the City.

#### **C. Term**

The term of the contract shall be for one year. The contract may be renewable at the sole option of the City for three additional one-year terms.

#### **D. Location**

The City has obtained permission of the Sea Cabin Condominium Regime, 1300 Ocean Boulevard, to shoot from the end of their pier which extends 578' over the Atlantic Ocean from the beach. Entrance to the pier is 34' from the Sea Cabin Condominiums and there is vehicle access in the parking lot to the pier entrance. In order to utilize this site, the successful bidder will be expected to indemnify the City and the Sea Cabin Condominium Regime and name both entities as additional insureds under the company's liability insurance policies.

#### **E. Insurance**

The City of Isle of Palms will not execute a contract for services until provided with a Certificate of Insurance listing the City, Sea Cabins Condominium Regime and the Isle of Palms County Park as additional insureds. The successful bidder shall also be expected to indemnify the City, Sea Cabins Condominium Regime and the Isle of Palms County Park as a condition of the contract. The requirements for general liability, automobile, workman's compensation and property damage insurance are included in the contract document. Special consideration will be given to bidders offering excess coverage.

#### **F. Qualifications of Bidders**

The successful bidder must be able to provide a sufficient number of experienced personnel to deliver, secure, set-up, fire and break down the display. A minimum of 2 technicians (shooters) plus an applicable number of handlers shall be provided for the display. Technicians and helpers must be experienced and trained in the proper handling and discharge of the fireworks applicable to this display. The bidding FIREWORKS DISPLAY COMPANY must have a minimum of 3 years' experience in presenting a firework display similar in size to the proposed display. If the technicians are not employees of the company, please provide information on display experience and client references. If the technician is an agent of the fireworks company, then the insurance provisions and indemnity clauses contained in these specifications will also apply to the agent. Please provide a list of municipal and governmental references who have utilized your services in the last five years.

#### **G. Required Equipment**

The successful bidder will be required to furnish and set up all equipment necessary to effectively display the required fireworks exhibit. This equipment will consist of, but is not be limited to, the PROPOSED FIREWORKS as bid, fuse, mortars/firing tubes, finale racks (as may be required), equipment to transport all materials from vehicles to the end of the pier and back, flashlights, fuses or other similar ignition devices, lumber and/or any other materials normally used to present a fireworks display of this size. Within twelve (12) hours after the completion of the display, the successful bidder must remove all equipment used by the display operator at the firing site, including removal of any unexploded fireworks, frames, sets and lumber, and repair any damages that may have occurred during the setup, firing and/or break down, including refilling of all holes, to the satisfaction of the City. The successful bidder shall also be required to provide all lighting equipment required for any nighttime work.

#### **H. Fireworks Bid Evaluation and Award**

The City, at its sole discretion, reserves the right to waive any technicalities or irregularities, to reject any and all bids, and/or accept the bid which is in the best interest of the City.

This award, if made, may be based upon additional considerations including but not limited to: quantity of fireworks offered, quality of product, variety of effects, experience and/or qualifications of the bidder, good references from prior customers with similar budgets to that of the City, or any other quality that may be deemed desirable and beneficial to the City.

#### **I. Regulations, Permits and Fees**

The successful bidder shall be required to obtain at their expense, all permits required for the presentation of the proposed fireworks display, including but not limited to, a City of Isle of Palms business license. The successful bidder must comply with all Federal, State and Local ordinances that may apply. In addition, the successful bidder must abide by the following regulations, as amended from time to time:

- (a) N.F.P.A. Code 1123-(2010 Edition) "Code for Fireworks Display;"
- (b) N.F.P.A. Code 1126-(2011 Edition) "Standard for the Use of Pyrotechnics Before a Proximate Audience;"
- (c) International Fire Code-(2012 Edition), Chapter 56, Section 5608, "Fireworks Display;"
- (d) South Carolina Code of Regulations, Chapter 71, Article 8, Subarticle 6, Sec. 71-8305 et seq., "Fireworks and Pyrotechnics."

**J. Security of the Firing Site**

The City agrees to provide a secure area from which the fireworks can be launched. The level of the security will be at the determination of the City and any cost for said security at the firing site will be at the expense of the City. If the successful bidder deems extra security is necessary in addition to the security provided by City, the successful bidder may provide such additional security at its own expense.

**K. Security of the Breakdown Site**

The successful bidder shall be solely responsible for securing the site during breakdown after the display has been fired.

**L. Request for Exceptions to Bid Requirements**

Should any qualified bidder take exception to any of the requirements or specifications stated herein, the bidder may request in writing, an exception to said requirement or specification. The request for exception may be made in advance of the bid submission or may be noted on the proposal form. In either case, the City shall evaluate the request for exception and the decision of the City or its appointed representatives shall be final.

**M. Meetings**

The successful bidder must hold a pre-event meeting with the City Administrator, the Fire Chief and the Police Chief for the purpose of a site review. The successful bidder must coordinate activities with the Fire Chief and a representative from the Police Department.

**N. Site Visit**

All bidders must arrange for a site visit with the Fire Chief prior to submitting a bid.

**OFFICIAL SEALED BID OPENING**  
**RFB 2019-06 July 4<sup>th</sup> 2020 Fireworks Display**  
**2:00 p.m., January 29, 2019**  
**Council Chambers in City Hall**  
**1207 Palm Boulevard, Isle of Palms, South Carolina**

Present: Assistant City Administrator Hanna

Assistant Administrator Hanna announced the sealed bid opening of the RFB 2019.06 Saturday July 4<sup>th</sup> 2020 Fireworks display. The Request for Bid (RFB) was advertised in accordance with the City's Procurement Code.

Proposals:

1. Munnerlyn Pyrotechnics - submitted a bid including the following:

A Body of Program containing the following:

2,500 1.5" – 2" shells, 540 4" shells, and 180 5" shells

And a Finale containing the following:

360 3" shells, 60" 4" shells, and 18 5" shells

This display resulted in a total bid amount of \$25,000.00

The proposal will be evaluated for accuracy and compliance with the specification as defined in the RFB. A contract will be executed in accordance with the instructions included in the RFB.



**City of Isle of Palms, South Carolina**  
**Bid Form for July 4, 2020 Fireworks Display**  
**RFB 2019-06**  
**Specifications**

**A. Maximum size shell allowed: FIVE (5")**

**B. Length of Display 25 - 30 Minutes**

**C. Body of Program**

(2,500) 1.5" – 2" shells  
(540) 4" shells  
(180) 5" shells

**D. Finale**

(360) 3" shells  
(60) 4" shells  
(18) 5" shells

Total lump sum price for this display: \$25,000

The undersigned bidder does hereby agree to furnish the City of Isle of Palms, South Carolina, the items listed in accordance with the specifications shown by the Request For Bids to be delivered to the specified site, all setup including racks, fired and breakdown including racks for the price indicated.

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

Typed Name and Title Brent Munnerlyn Ph.D.

Signature [Signature] Date 1.27.20

Firm Munnerlyn Pyrotechnics

Address 106 Dogwood Place Ct, Lexington SC 29052

Telephone Number 803-261-8615

After Hours Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address Brent@Munnerlynpyro.com

**City of Isle of Palms, South Carolina  
Reference Information for Fireworks Bid  
RFB 2019-06**

Organization	Sullivan's Island, Town of		
Contact Person	Andy Benke		
Address	PO Box 427		
City	Sullivan's Island	State	SC Zip Code 29482
Phone Number	(843) 883-5726		
Project Cost	\$15,000	Date Performed	04.19

Organization	Town of Lexington		
Contact Person	Walker Brewer		
Address	111 Maiden Lane		
City	Lexington	State	SC Zip Code 29072
Phone Number	(803) 908-2615		
Project Cost	\$10,000	Date Performed	7.3.19

Organization	Folly Beach - Association of Businesses		
Contact Person	Lewis Dodson		
Address	PO Box 1816		
City	Folly Beach	State	SC Zip Code 29439
Phone Number	(804) 220-2529		
Project Cost	\$22,500	Date Performed	

## AGREEMENT FOR 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY

Mannerly Pyrotechnics ("Contractor").

the purchase of a fireworks display for July 4, 2016; and

pursuant to the bid.

City and Contractor agree as follows:

## 1. SCOPE OF SERVICES.

which is attached hereto as “Exhibit II” and made a part of this Agreement by reference thereto.

In the event of any conflict between the provisions of this Agreement and the Bid Documents, the terms of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Contractor hereby warrants to City that all services for the Project shall be performed in a good and workmanlike manner.

C. Contractor agrees to provide, in addition to other personnel, a minimum of two (2) professionally licensed and trained pyro-technicians to set-up and fire the display and to clean up after the display.

D. Contractor agrees to furnish and set up all equipment necessary to effectively display the required fireworks exhibit, including but not limited to, the proposed fireworks as bid, fuse, mortars/firing tubes, finale racks as may be required, flashlights and any other lighting required for nighttime work, fuses or other similar ignition devices, lumber and/or any other materials necessary to present the fireworks display.

E. Within twelve (12) hours after the completion of the display, the Contractor agrees to remove all equipment used at the firing site, including but not limited to, removal of any unexploded fireworks, frames, sets and lumber, and to repair any damages that may have occurred during the setup, firing and/or break down, including but not limited to refilling of all holes, to the satisfaction of the City.

F. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement. In addition, Contractor specifically agrees to abide by all regulations contained in: (i) N.F.P.A. Code 1123-(2010 Edition) "Code for Fireworks Display;" (ii) N.F.P.A. Code 1126-(2011 Edition) "Standard for the Use of Pyrotechnics Before a Proximate Audience;" (iii) International Fire Code-(2012 Edition), Chapter 56, Section 5608, "Fireworks Display;" and (iv) South Carolina Code of Regulations, Chapter 71, Article 8, Subarticle 6, Sec. 71-8305 et seq., "Fireworks and

Pyrotechnics,” all as amended from time to time, and which are incorporated into the terms of this Agreement by reference thereto as if fully set forth herein.

G. The City agrees to provide a secure area from which the fireworks can be launched. The level of the security will be at the determination of the City and any cost for said security at the firing site will be at the expense of the City. If Contractor deems extra security is necessary in addition to the security provided by City, Contractor may provide such additional security at its own expense. Contractor shall be solely responsible for securing the site during breakdown after the display has been fired.

2. CONTRACT PRICE. For all services under this Agreement, City agrees to pay to Contractor the sum of Twenty Five Thousand (\$25,000) Dollars. Fifty (50%) Percent of such amount shall be payable at the commencement of the term of the Agreement (the “Deposit”) and the remaining balance of Fifty (50%) Percent shall be payable within ten (10) days of completion of the Project.

3. PERFORMANCE BOND. Contractor agrees to provide, at Contractor’s expense, a performance bond satisfactory to City in an amount equal to the contract price.

4. CHANGE ORDERS. Changes to the Project, if any, shall be made only by the prior written agreement of each party.

5. COMPLETION DATE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project as required on July 4th at such time as directed by City. Should inclement weather prevent performance on July 4th, the Project will be completed the next day on July 5th or on such postponement date as otherwise agreed upon between the parties, and at such time as directed by City.

6. FORCE MAJEURE. In the event of fire, accident, strikes, delay, flood, acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other causes beyond the control of the Contractor (other than inclement weather referenced in Paragraph

4) which render its performance impossible under this Agreement, the parties hereto release each other from any and all obligations hereunder and from damages resulting from the breach thereof, except for liabilities that may have already accrued to such time.

7. TERM OF AGREEMENT; RENEWALS. The initial term of this Agreement shall be for a period of one year, commencing on the date of execution of the Agreement. This Agreement may be renewed at the sole option of the City for three (3) additional one-year terms under the same terms, covenants and conditions set forth in this Agreement. City shall provide Contractor with written notice of the renewal at least sixty (60) days prior to the expiration of the then current term.

8. INSURANCE REQUIREMENTS.

A. Contractor agrees to obtain comprehensive general liability, automobile, workers compensation and property damage insurance as set forth in this Section.

B. Contractor agrees to maintain policies providing a minimum of the following insurance protection through a company licensed in the State of South Carolina and approved by the City. Contractor agrees to furnish proof of such insurance to the City prior to the commencement of any work by Contractor and each renewal term thereafter within ten (10) days from the renewal date of such policies. Such policies shall contain a provision requiring a thirty (30) day prior written notice to City prior to cancellation, non-renewal, or adverse change to the policy.

C. Contractor agrees to maintain insurance coverage as follows:

(i) Comprehensive General Liability

Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

(ii) Worker's Compensation and Employer's Liability as provided for in applicable statutes.

(iii) Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles)

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence
	\$500,000 aggregate

D. All such policies shall name the City of Isle of Palms, Sea Cabins on the Ocean, III Horizontal Property Regime, and the Charleston County Park and Recreation Commission as additional insureds.

E. Contractor may purchase, at Contractor's expense, such additional or other insurance coverage as Contractor deems appropriate. Maintenance of the required minimum insurance coverage does not relieve the Contractor of responsibility for any losses not covered and paid by these policies.

9. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City of Isle of Palms business license.

#### 10. INDEMNIFICATION.

A. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of this Agreement.

B. Contractor also agrees to hold harmless and indemnify the Sea Cabins on the Ocean, III Horizontal Property Regime and the Charleston County Park and Recreation Commission, their respective officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of this Agreement.

11. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

12. BREACH. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement. The non-breaching party shall be entitled to recover all damages, including reasonable attorney's fees and costs, incurred as a result of the breach of this Agreement.

13. MEDIATION. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the



initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

14. NOTICES. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desiree Fragoso, City Administrator  
Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor] Munnery Pyrotechnics

Representative: Brant Munnery  
Address: 1166 Dogwood Place Ct  
Lexington SC 29072

15. CITY'S RIGHT TO TERMINATE. If City fails to budget for the Project during any year of the term or renewal term under this Agreement, Contractor agrees that City may terminate the Agreement without penalty or liquidated damages and Contractor agrees to release City from any and all performances of the covenants herein contained and from any damages resulting from the breach thereof. City shall notify Contractor in writing of such termination within ten (10) days of adoption of the applicable budget.

16. LIQUIDATED DAMAGES. The parties both acknowledge that if either party cancels this Agreement, the non-breaching party will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. Cancellation of this Agreement by either party, other than for reasons specifically provided in Paragraphs 5, 6 or 15 of this Agreement, shall result in the forfeiture of the Deposit (50% of contract price) by the breaching party as liquidated damages and not as a penalty.

17. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

18. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

19. NO PARTNERSHIP. This Agreement shall not constitute nor be construed as a franchise, partnership, joint venture, employment, or agency relationship between the parties hereto.

20. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent

jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

23. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

*[The remainder of this page has been intentionally left blank. The signature page follows.]*

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by  
and through the undersigned officers, as of the day and year first above written.

WITNESS:

Shelton M. [Signature]  
(#1 as to Contractor)

Shatamun [Signature]  
(#2 as to Contractor)

Marinerly Dynatechnics  
[Contractor]

By: [Signature]  
By: Blent M. Munnery

Title: President

The City of Isle of Palms, S.C.

\_\_\_\_\_  
(#1 as to City)

\_\_\_\_\_  
(#2 as to City)

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

Title: \_\_\_\_\_

**EXHIBIT I**

(Attach City's Request for Bids 2019-06 "July 4, 2020 Fireworks Display")

EXHIBIT II

(Attach Contractor's Proposal dated \_\_\_\_\_)



## References

1. **Bill Shanahan** - President, Blowfish Baseball

Address: 101 East Main St; Lexington, SC 29072

Phone: 251-654-4003 or 803-254-FISH

Email: billshanahan24@gmail.com

Website: [www.goblowfishball.com](http://www.goblowfishball.com)

2. **Rhonda Frazier** - Recreation Manager, City of Bennettsville, Largest firework show in Pee Dee region of SC

Address: 304 West Main St; PO Box 1036; Bennettsville, SC 29512

Phone: 843-544-8193 or 843-845-3062

Fax: 843-479-3941

Email: [rlfrazier@mecsc.net](mailto:rlfrazier@mecsc.net) or [rlgfrazier@marlboroelectric.net](mailto:rlgfrazier@marlboroelectric.net)

Website: [www.visitbennettsville.com](http://www.visitbennettsville.com)

3. **Ann Graham** - Chief of Fire, Isle of Palms SC, Largest show in Charleston SC.

Address: PO Box 508

Phone: 843-224-9269

Email: [anngraham@iop.net](mailto:anngraham@iop.net)

4. **Jody Herrin** - Event Coordinator, City of Lawrenceville GA

Address: 70 South Clayton Street, Lawrenceville GA 30046

Phone: 678-407-6598

Email: [jody.herrin@lawrencevillega.org](mailto:jody.herrin@lawrencevillega.org)

Website: [lawrencevillega.org](http://lawrencevillega.org)

5. **Phil Dangel** - Owner, Forest City Owls

Address: 214 McNair Dr, Forest City, NC 28043

Phone: 865-384-8666

Email: phildangel@gmail.com

Website: [www.ForestCityBaseball.com](http://www.ForestCityBaseball.com)

6. **Emily or Jared Cole** - Owners, Savannah Bananas Baseball

Address: 1401 E Victory Dr, Savannah, GA 31404

Phone: 912-712-2482

Email: [emily@thesavannahbananas.com](mailto:emily@thesavannahbananas.com)

Website: [www.TheSavannahBananas.com](http://www.TheSavannahBananas.com)

7. **Louise Dillard** - Dillard House, Dillard GA

Address: 768 Franklin St; Dillard, GA 30537

Phone: 803-541-0671

Email: [johnpdillard@hotmail.com](mailto:johnpdillard@hotmail.com)

Website: [www.dillardhouse.com](http://www.dillardhouse.com)

8. **Richard Bell** - Security Finance, Spartanburg SC

Address: PO Box 811; Spartanburg, SC 29304

Phone: 864-237-6259

Fax: 864-237-6804

Email: [Richard.Bell@security-finance.com](mailto:Richard.Bell@security-finance.com)

Website: [www.security-finance.com](http://www.security-finance.com)

9. **Lewis Dodson** - Folly Beach Association of Business; Folly Beach, SC

Address: PO Box 1816; Folly Beach, SC 29439

Phone: 504-220-2529

Email: [lewisdodson@gmail.com](mailto:lewisdodson@gmail.com)

Website: [www.follybeach.com](http://www.follybeach.com)

10. **Erin "Tank" Morris** - City of Beaufort / Beaufort Water Festival; Beaufort, SC 29901

Address: PO Box 52; Beaufort, SC 29901

Phone: 843-247-1649

Email: [tank108@hotmail.com](mailto:tank108@hotmail.com)

Website: [www.bftwaterfestival.com](http://www.bftwaterfestival.com)



**11. Andy Benke** - Town of Sullivan's Island

Address: PO Box 427; Sullivan's Island, SC 29482

Phone: 843-883-5726

Email: [abenke@sullivansisland-sc.com](mailto:abenke@sullivansisland-sc.com)

Website: [www.sullivansisland-sc.com](http://www.sullivansisland-sc.com)

**12. Barry Steiman** - Production Manager, Live Nation

Address: 3801 Rock Quarry Rd; Raleigh, NC 27601

Phone: 919-995-0388

Email: [barrysteiman@livenation.com](mailto:barrysteiman@livenation.com)

Website: [www.LiveNation.com](http://www.LiveNation.com)

**13. Kristine Ward** - Paraclete Aviation

Address: Raeford Airport; Raeford NC

Phone: 910-904-0027 Ext - 205

Email: [Kristine@flyxp.com](mailto:Kristine@flyxp.com)

**14. Jorge Acuna** - Director of Broadcasting & Hispanic Outreach, NC Football Club

Address: 5501 Dillard Drive; Cary, NC 27518

Phone: 919-459-8143

Email: [jorge@northcarolinaFC.com](mailto:jorge@northcarolinaFC.com)

**15. Noreene Billado** - Director, Clemson Chamber of Commerce

Address: 1105 Tiger Blvd, Clemson, SC 29631

Phone: 864-654-1200

Email: [noreene@clemsonareachamber.org](mailto:noreene@clemsonareachamber.org)

**16. Zach McKay** - University of North Carolina

Address: 9201 University City Blvd; Charlotte, NC 28223

Phone: 317-224-6595

Email: [Zack.McKay@uncc.edu](mailto:Zack.McKay@uncc.edu)

**17. Walker Brewer** - Town of Lexington

Address: 111 Maiden Lane; Lexington, SC 29072

Phone: 803-908-2615

Email: [wbrewer@lexsc.com](mailto:wbrewer@lexsc.com)

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON     )     FIFTH AMENDMENT TO AGREEMENT  
FOR BEACH MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_ day of February, 2020, by and between the City of Isle of Palms, S.C. ("City") and JLG Enterprise, LLC ("JLG").

WHEREAS, on the 24<sup>th</sup> day of August, 2000, Schupp Enterprises, LLC ("Schupp") entered into a contract with the City of Isle of Palms, South Carolina ("City") for the purpose of furnishing all labor, tools, equipment and materials, supplies and services to perform beach maintenance services within the City of Isle of Palms, South Carolina.

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

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

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

WHEREAS, the Contract was amended July 15, 2015 to extend the term of the agreement five additional years through September 30, 2020;

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

WHEREAS, Schupp assigned its rights to JLG Enterprises, LLC, with Council approval, under a one-year probationary period, from December 7, 2018 allowing the City, if satisfied with its services, to extend the remaining term of the Contract to September of 2020; and

WHEREAS, JLG and City wish to amend the lease to allow for a five (5) year term.

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

1. That Article One: SCOPE, specifically the last paragraph that reads:

"The term of this Contract shall be for a period of twelve (12) months, beginning on April 1, 2001, and ending on September 30, 2001; and beginning again on April 1, 2002, and ending on September 30, 2002."

Shall be removed and shall now read as follows:

“The term of this Contract shall begin the date this contract is executed by both parties and shall extend for a period of five (5) years.”

2. That all other terms and conditions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

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

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_  
(as to City)

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

Title: \_\_\_\_\_

JLG Enterprises, LLC

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(as to Hotel)

## CONTRACT

THIS Contract, entered into this 24<sup>th</sup> day of August, 2000, by and between the CITY OF ISLE OF PALMS, SC, a municipal corporation, hereinafter called the "City", and SCHUPP ENTERPRISES, INC., a South Carolina corporation, hereinafter called the "Contractor".

## WITNESSETH:

That for and in consideration of the mutual promises of the parties hereto, they AGREE as follows:

ARTICLE I - SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform beach maintenance services as hereinafter described, from locations within the City of Isle of Palms, South Carolina.

In performance with this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations herein set forth.

The term of this Contract shall be for a period of twelve (12) months, beginning on April 1, 2001, and ending on September 30, 2001; and beginning again on April 1, 2002, and ending on September 30, 2002.

ARTICLE II - DEFINITIONS

Whenever the following terms occur in this Contract, the interpretation shall have the meaning herein stated.

a. REFUSE shall mean and include any combination of the following:

1. GARBAGE shall mean the waste produced by the handling, processing, preparation, cooking and consumption. This definition shall include decay, putrefaction generation of noxious or offensive gases or odors or which before, during and after decay may serve as feeding or breeding material for animals or fleas or other insects.

2. TRASH/RUBBISH shall mean solid waste accumulations consisting of garbage, yard trash and business trash as defined herein.

3. THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SC CODE SEC. 15-48-10.

4. SERVICE shall mean and include the complete removal of refuse from all locations covered by this Contract, without regard for the degree of fullness of the container.

### ARTICLE III - PAYMENT

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor according to a schedule during the beach season between April 1- September 30; with days as follows:

Period 1- (3) days per week (Saturday, Sunday, Monday) April 1-April 30  
Payment for Services: \$6,560.00

Period 2- (4) days per week (Friday, Saturday, Sunday, Monday) May 1- May 31  
Payment for Services: \$7,859.00

Period 3- (5) days per week (Thursday, Friday, Saturday, Sunday, Monday) June 1- August 31  
Payment for Services: \$9,591.00

Period 4- (3) days per week (Saturday, Sunday, Monday) September 1- September 30.  
Payment for Services: \$7,859.00

### ARTICLE IV - DELAYS AND DAMAGES

In the event of a breach of this Contract or unsatisfactory performance on the part of the Contractor, the City may give the Contractor written notice of the nature of the breach or unsatisfactory performance and demand its correction; and, if the Contractor does not, within fourteen (14) days of receipt of such written notice, correct the condition causing the breach or unsatisfactory performance, the City may then terminate this Contract on the last day of any month by giving written notice to the Contractor on or prior to the first day of the month.

In such event, the City may require the Surety to fully perform and complete the work in the manner required by the Performance Bond or the City may take over the work and prosecute the same to the completion by Contract or otherwise and the Contractor and his surety shall be liable to the City for any excess cost occasioned thereby, to the extent of the total bond provided.

### ARTICLE V - INSURANCES

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers Compensation and Property Damage Insurance.

The Contractor shall maintain policies providing minimally the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies or insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder." To wit, the City of Isle of Palms to the attention of the Mayor, Post Office Box 508, Isle of Palms, SC 29451.

1. Comprehensive General Liability

Bodily Injury	\$500,000 each occurrence
	\$1,000,000 aggregate

Property Damage	\$100,000 each occurrence
or Combined Single Limit of	\$500,000

2. Worker's Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles)

Bodily Injury	\$250,000 each person
	\$500,000 each occurrence

Property Damage	\$100,000 each occurrence
or Combined Single Limit of	\$500,000

The Contractor may purchase at his own expense such additional or other insurance protection as he may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor or responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder the Contractor agrees to furnish to the City a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE VI - PERMITS AND LICENSES

The Contractor shall obtain, at his expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect (including, but not limited to, a City business license).

## ARTICLE VII - AREA INCLUDED IN THIS CONTRACT

The Contractor shall furnish the refuse collection services provided herein within the entire corporate limits of the City of Isle of Palms, SC, including any areas that may be annexed into the City during the terms of this Contract.

## ARTICLE VIII - DETAIL OF SERVICES TO BE PERFORMED

April 1 - April 30	Three days per week - Saturday, Sunday and Monday
May 1 - May 31	Four days per week - Saturday, Sunday, Monday and Friday
June 1 - August 31	Five days per week - Saturday, Sunday, Monday, Wednesday and Friday
Sept. 1 - Sept. 30	Three days per week - Saturday, Sunday and Monday

1. On scheduled days of service, perform continuous trash and litter collection between 10:00 a.m. until 6:00 p.m. from the front beach commercial area of Ocean Boulevard between 10<sup>th</sup> and 14<sup>th</sup> Avenues, including all beach access paths, the sand dunes area behind beach front businesses, and both sides of the curb and sidewalks along Ocean Boulevard. Collected trash and debris must be deposited in containers either provided by or designated by the City. Typical litter and trash to be collected will consist of items such as bottles, cans, paper and plastic packaging, concentrated piles of cigarette butts, but can include other loose items.

*~ 50/day  
3 days/wk  
oct - march*

2. On scheduled days of service, at least once per day, and more often if necessary, empty trash barrels located on the beach in the commercial area between 10<sup>th</sup> and 14<sup>th</sup> Avenues, and empty trash barrels at either end of all beach accesses from Breach Inlet to Wild Dunes. Pick up all trash and litter in the immediate vicinity around the trash barrel.

3. On scheduled days of service, at least once daily, and more often if necessary, empty decorative trash receptacles located along Ocean Boulevard sidewalks, and the following shopping centers - the Pavilion Shops, ~~The Island Center~~, and the Ocean Park Shopping Center.

4. Contractor will maintain all public access paths to keep them free from any overgrowth of weeds, limbs, debris or anything else which interferes with pedestrian use of the paths.

*delete*

5. Because of the seasonal need for these services, the City shall reserve the right to dictate to Contractor deviations from the regular schedule of hours of operation. There may be special events which will necessitate more intensive litter and trash collections. In this case, the City will give the Contractor as much advance notice as possible. Contractor shall receive extra compensation only for the day(s) or portion of the days of extra service requested by the City at a prorated amount of the monthly contract fee.

6. Contractor shall provide all supervision, labor, materials, supplies, tools, and equipment necessary for the performance of Contractor's duties.

7. The City of Isle of Palms will expect a high level of performance by the Contractor as the desired services are highly visible public services in a resort beach community. Failure to perform at an acceptable level after written notice of any deficiencies will be grounds for termination of the Contract.

#### ARTICLE IX - DISPOSAL OPERATIONS

a. All refuse collected in the City by the Contractor shall be delivered to the Charleston County Resource Recovery Center (incinerator), or to such other location as is designated by the County pursuant to its refuse disposal contract with the City. The City will be responsible for payment of any Charleston County Solid Waste User Fees assessed as a result of this contracted operation.

b. All refuse, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, land, right-of-way or place, shall become the responsibility of the Contractor until deposited in the sanitary landfill.

c. Tipping fees, if any, for refuse covered under this Contract will be paid directly by the City. Therefore all refuse collected under this Contract shall be kept separate from any other refuse not collected from within the incorporated areas of the City.

#### ARTICLE X - SUPERVISION BY THE CONTRACTOR

The Contractor shall give his/her personal attention to the work or have a competent foreman or superintendent with the authority to act for the Contractor and who is satisfactory to the City, who shall monitor the work at all time throughout the Contract period.

#### ARTICLE XI - INSPECTION

All performances and services shall be subject to inspection, examination, and test by an inspector designated by the City at any and all times during the term of this Contract. The City shall have the right to reject unsatisfactory performance or services and to require their correction. Rejected performance and/or services shall be satisfactorily corrected without charge therefore by the Contractor.

#### ARTICLE XII - FACILITIES

a. The Contractor shall maintain an office in the metropolitan Charleston, SC area, equipped with toll free telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding approved holidays.

b. The Contractor shall provide and maintain radio communication with all personnel rolling stock used in the performance of this Contract.



### ARTICLE XIII - WASHING AND CLEANING EQUIPMENT

a. The Contractor shall maintain equipment and facilities for washing and cleaning his equipment.

### ARTICLE XIV - EQUIPMENT REQUIRED BY THE CONTRACTOR

a. Trucks and other equipment for collecting refuse from containers and special waste receptacles shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent spillage of wet residue of refuse from the truck or other equipment body onto the streets, roads or grounds. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Sufficient collection equipment shall be maintained and used by the Contractor to perform service in accordance with established schedules approved by the City.

b. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with rear warning lights, a reverse warning beeper or horn and the name of the Contractor shall be prominently displayed thereon. Contractor shall not use a firm name containing "City" or "Isle of Palms" or other words implying municipal ownership.

c. The Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times. Each vehicle shall be washed weekly. Each body used to contain and transport refuse shall be washed and cleaned at the end of each day's operation. Each piece of collection equipment shall be well painted at all times.

d. The Contractor shall maintain all of his equipment in good working condition at all times. The Contractor shall withdraw from service and promptly repair any piece of equipment which, in the opinion of the City, is unsafe, fails to operate properly or otherwise does not meet the provisions of this Contract.

e. The Contractor will provide up to five (5) 8-cubic yard front-end containers to be placed at 3 or 4 designated areas throughout the Isle of Palms. All beach trash will be placed in these containers and will be taken to the disposal facility. Three of the five containers will be dumped five times weekly and two containers will be dumped three times weekly during the five-times-per-week beach services. Service will be scaled back on a few of the containers during the slower parts of the year.

### ARTICLE XV - CONTRACTOR'S PERSONNEL

a. Contractor's employees shall be required to wear clean appropriate clothing. Uniforms are encouraged. Appropriate protective clothing or equipment is the Contractor's responsibility.

b. Contractor's employees shall deal with customers and citizens in a courteous manner and shall avoid abusive and obscene language or behavior.

#### ARTICLE XVI - WORK SCHEDULE

a. The Contractor shall collect refuse from all container locations required to be serviced under this Contract in accordance with schedules as presented elsewhere in this agreement and which may be amended, from time to time, as necessary. The schedule will identify the business and the days to be serviced. Any change in service will be reported to the Contractor who shall immediately complete a service addendum and forward one copy to be forwarded to the City with the monthly billing.

b. Holidays upon which work will be required are Memorial Day; Independence Day and Labor Day.

c. Whenever the City notifies the Contractor of locations which have not been receiving scheduled service, the Contractor shall be required to service such locations before sunset when notified prior to 1:00 p.m. When notified after 1:00 p.m. the Contractor shall service such locations not later than 10:00 a.m. on the following day including Sundays. This would not eliminate assessment of liquidated damages if the City deemed warranted to assure timely service.

#### ARTICLE VIII - SITE INVESTIGATIONS

The Contractor represents that he has visited all proposed Contracted areas and determined the nature of the work and the difficulties and facilities attending execution of the work, including those bearing upon transportation, disposal, availability of an office and warehouse space, labor, water, electric power, uncertainties of weather, the character of equipment and facilities needed during the prosecution of the work and all other matters which can in any way affect the work under this Contract.

#### ARTICLE XIX - COMPLIANCE WITH ALL ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all present or future public health and sanitary regulations of the City. In addition, the Contractor shall comply with all present and future City Ordinances and all present and future State and Federal laws and regulations, more specifically, South Carolina Code of Laws of 1976, as amended, Section 44-96-10 et seq., otherwise known as the Solid Waste Policy and Management Act of 1991, and regulations of the South Carolina Department of Health and Environmental Control at Section 61-107.5, et seq., Section 61-107.7, et seq., and Section 61-107.258, et seq., (if applicable).

## ARTICLE XX - TERMINATION

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient forces, plant and equipment to ensure the prosecution of the work in accordance with the approved schedules and within allowed times for completion as set forth in these Contract documents or any addendum hereto. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence within fourteen (14) days after receipt of any written directives or verbal request by the City that the Contractor furnish additional forces, plant or equipment and/or work additional hours, overtime operations, Sundays or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

All terms and conditions of this Contract are considered material, and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of said terms or conditions, the City shall have the right to terminate the Contract upon proper notice and failure to cure the problem within the designated time stated above.

## ARTICLE XXI - BINDING ARBITRATION

Except as otherwise limited herein, all unresolved disputes between the parties concerning the Contractor's performance for the current contract period shall be resolved by binding arbitration, using the procedures as set forth in the Uniform Arbitration Act, Section 15-48-10 et seq., South Carolina Code of Laws, 1976, as amended; provided that this provision shall not prevent, limit or interfere with the City's right to terminate the Contract in accordance with Article XXIII; nor shall this provision prevent, limit or interfere with the City's right not to renew the Contract in accordance with Article I.

## ARTICLE XXII - INDEMNIFICATION BY CONTRACTOR

All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized disposal of materials shall be made upon the City's or privately owned premises.

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, claims, trespass damage, charges, causes of action and costs (including court costs and reasonable attorney's fees) for injury to or death of persons and injury to or destruction of property suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided in the Contract.

### ARTICLE XXIII - SUBCONTRACTING AND ASSIGNMENT

Contractors shall not enter into any subcontracts, leases, agreements, or assignment pertaining to this collection and disposal contract or any interest or right herein, either voluntarily or by operation of law, without prior written approval of the City of Isle of Palms.

### ARTICLE XXIV - ADMINISTRATION

The administration and enforcement of this Contract shall be the responsibility of the City Administrator or his designee.

### ARTICLE XXV - CONTRACT AMENDMENTS

Contract amendments may be added to the Contract upon the written mutual consent of the City and the Contractor.

### ARTICLE XXVI - ANTI-DISCRIMINATION

The Contractor in performing the work furnished by this Contract or furnishing the services provided herein, shall not discriminate against any person because of race, creed, color, or national origin.

### ARTICLE XXVIII - CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this agreement shall constitute a Contract for the collection and disposal of refuse; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

### ARTICLE XXIX - REPORTS

The Contractor shall submit monthly reports to the City Administrator or his designee not later than ten (10) days after the end of each calendar month. The reports shall show the total cubic yards (loose or packed) of various items picked up that month, i.e., commercial refuse etc. and frequency of service, and dates and times of pick-up by customer location.

### ARTICLE XXX - SOLE RESPONSIBILITY AND EXCLUSIVITY

Contractor will be required to assume sole responsibility for the complete effort as required by this Contract. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.

The City agrees the Contractor shall have the sole exclusive right to provide the services under this Agreement within the geographical boundaries of the City. The parties expressly

acknowledge and agree that residential garbage, trash and refuse service fall outside the scope of this Contract, and are in no way involved in or affected by this Contract.

#### ARTICLE XXXI - FORCE MAJEURE

It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Contract during any period or periods of time when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other act beyond the control of the Contractor renders impossible its performance under the Contract, and during such periods of time a deduction in the charge for collection and removal of waste and recyclables at the prevailing rates shall be made; provided, however, that the Contractor will make a reasonable effort to resume service in the event an act beyond the control of the Contractor terminates or reduces services.

#### ARTICLE XXXII - AUTHORITY

The signatories hereto warrant that they have the authority to execute this Contract on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, at the City of Isle of Palms, SC.

#### CITY OF ISLE OF PALMS

Janet B. Mauldin

Witness

Mark M. Williams

Mark M. Williams, City Administrator

#### SCHUPP ENTERPRISES, INC.

Amey S. Wilkerson

Witness

William F. Schupp

By: William F. Schupp, President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON, to-wit:

The foregoing Contract was acknowledged before me this 24<sup>th</sup> day of August, 2000 by Mark M. Williams, City Administrator of the City of Isle of Palms, on behalf of the municipality.

My Commission Expires: 11-14-2000

Janet G. Mauldin

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON, to-wit:

The foregoing Contract was acknowledged before me this 25<sup>th</sup> day of August, 2000, by William F. Schupp as President of Schupp Enterprises, Inc., on behalf of the corporation.

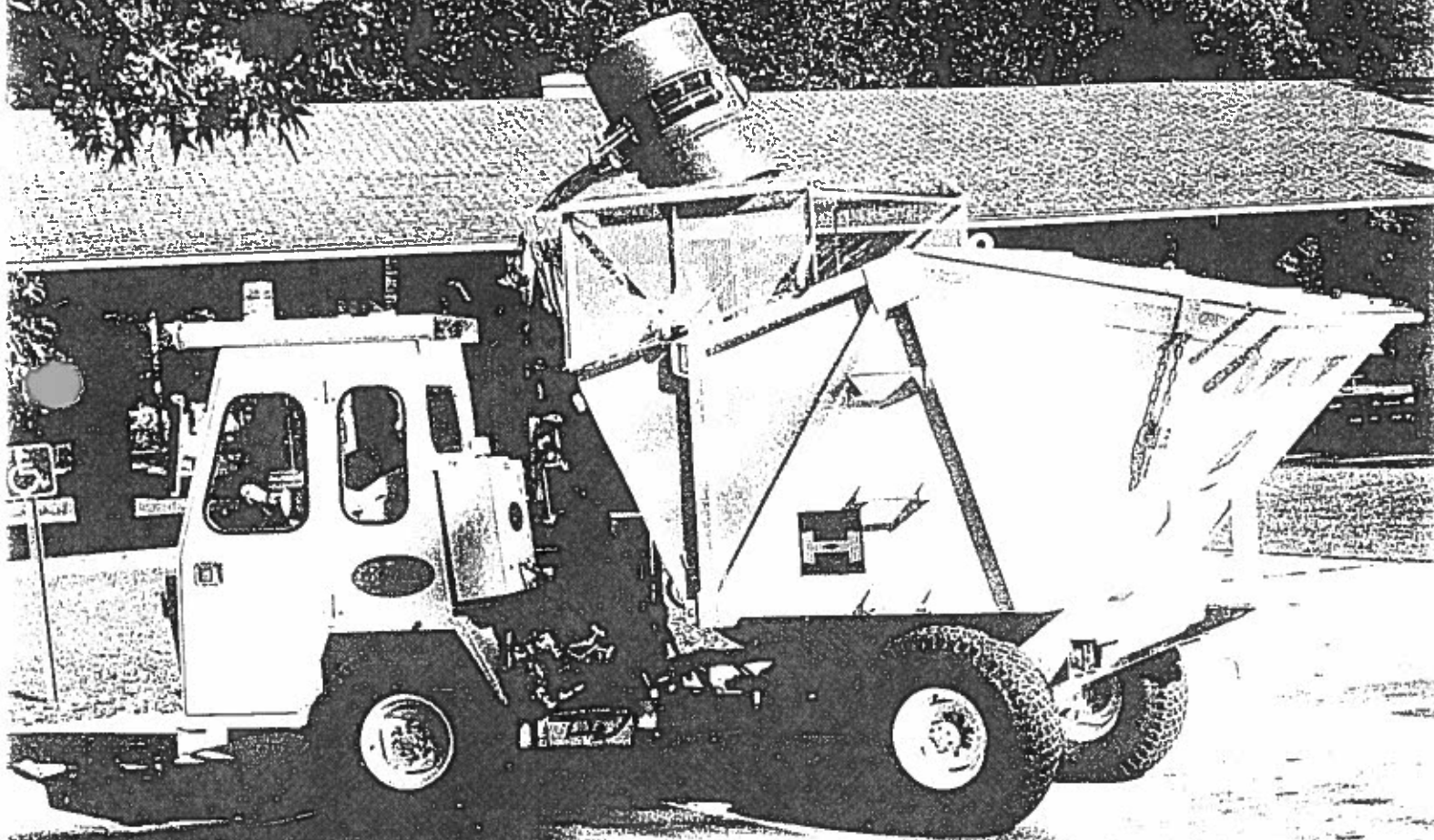
My Commission Expires: 11-14-2000

Janet G. Mauldin

Notary Public

# Broyhill LOAD AND JACK

## ONE MAN REFUSE COLLECTION SYSTEM



**SAFE • FAST • EFFICIENT**

Maneuverable ..... 4 wheel drive - Center articulated  
Adaptable ..... Go where the refuse is.  
Fast ..... Grip-Lift-Empty-Return in 5 seconds.  
Economical ..... One Operator.

**THIS COULD BE YOUR LABOR SAVING UNIT**



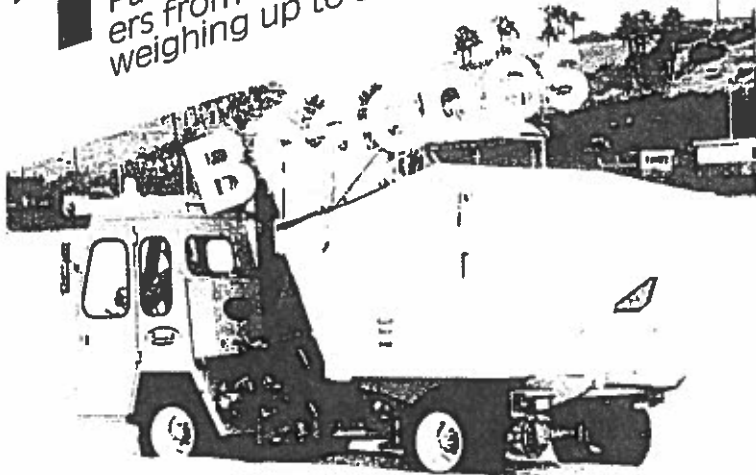
# The Broyhill One Man **4** Step



**1** Operator drives to the refuse container and hydraulically grips it. The Load-And-Pack has been designed to grip containers from 26 gallon to 90 gallon in size weighing up to 500 pounds.



**2** Operator hydraulically lifts and empties the refuse container. The cycle time for lifting, evacuation and return is approximately 5 seconds.



Full time 4-wheel drive, makes the Load-And-Pack ideal for use on the softest SAND as well as hard surfaces.



Safe • Dependable



Maneuverable • Adaptable

# Refuse Collection System\* ...



Operator compacts refuse while traveling to next refuse container. The large No. 7 compactor box has a compaction rate of approximately 4:1.



4

Operator hydraulically off-loads filled No. 7 compactor box to be transferred to packer trucks at a later time. The operator on-loads an empty No. 7 box and continues his pickup operation.



\* Patented System

Multiple size containers located on the same route are gripped and emptied. Plastic Containers - Wire Baskets - Steel Drums, all are handled without DAMAGE.

Payback In A Little As \*2 1/2 Years

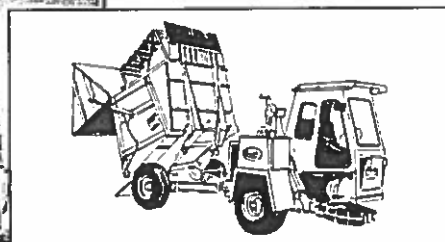
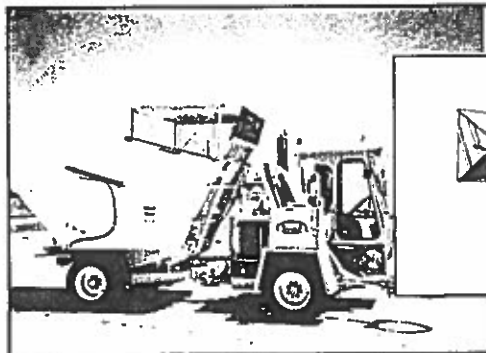
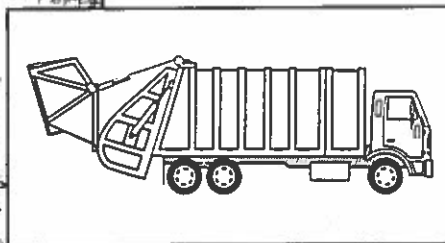
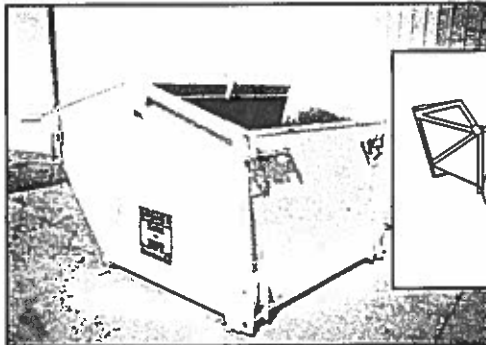
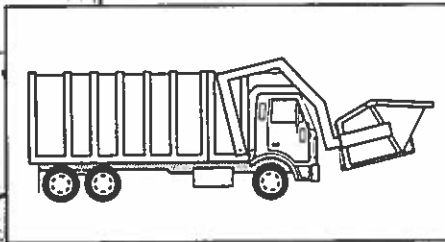
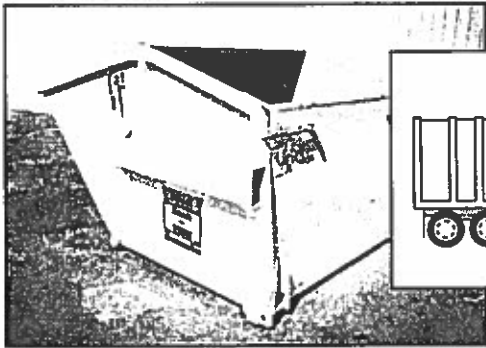
*\*Subject to your present situation*

# The Broyhill Load-And-Pack

One Man



**Refuse Collection System:  
Self-Compacting Box Up To  
4 To 1 Compaction On Vehicle**



No. 7 Compactor Boxes are available - front dumping or rear dumping. Either box may be used on the same Load-And-Pack. This allows complete integration with your existing packers. The Load-And-Pack has a compaction rate of approx. 4:1; the equivalent of 4 boxes or up to 28 yards on a single load.

## Optional Self Dumping No. 7

An optional self-dumping No. 7 box is available for use with stationary compactors and/or ground dumping operation.

Distributed by:

Manufactured by:  
The Broyhill Manufacturing Company  
Offices:

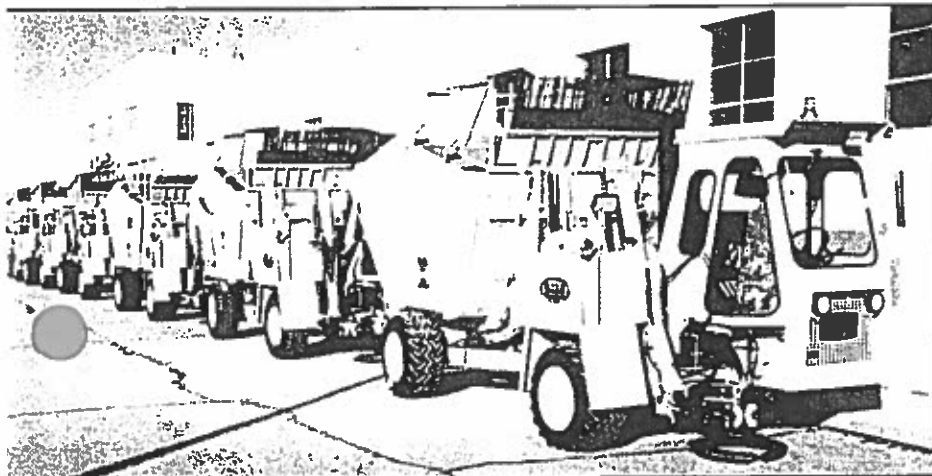
One North Market Square - P.O. Box 475  
Dakota City, NE 68731-0475 U.S.A.

Phone: 402-987-3412 Fax 402-987-3601 Wats: 800-228-1003

URL: <http://www.Broyhill.com>

E-MAIL: [Broyhill@aol.com](mailto:Broyhill@aol.com) -Sales [Broyhillco@aol.com](mailto:Broyhillco@aol.com) - Admin.

Copyright 1/96 Form 11462



Post Office Box 451  
Isle of Palms, SC 29451-0451  
24 September 2007

Mrs. Linda Tucker  
City Administrator  
City of Isle of Palms  
Isle of Palms, SC 29451

I, William F. Schupp, am asking for a five (5) year extension on the beach trash pickup at no increase in the rate. I am on call 24/7.

Yours truly,

*William F. Schupp*  
William F. Schupp

Bill Schupp      991-1204 (cell)  
886-4390 (home)

March 23, 2015

*recommended  
Public Works  
by their meeting  
at April 9, 2015*

To Whom it May Concern,

Schupp Enterprises would like to extend the current Beach and road garbage collection service with no changes for an additional five (5) years.

Schupp Enterprises

*William F. Schupp*  
William F. Schupp

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )     CONTRACT EXTENSION AGREEMENT

This AGREEMENT is made and entered into as of this 28<sup>th</sup> day of August, 2001, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

April 1, 2003, through September 30, 2003.  
April 1, 2004, through September 30, 2004  
April 1, 2005, through September 30, 2005.  
April 1, 2006, through September 30, 2006

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Janet S. Mauldin

Don Moller  
(as to City)

The City of Isle of Palms, S.C.

By: Mike Sueker

Title: City Administrator

Janet S. Mauldin

Don Moller  
(as to Contractor)

Schupp Enterprises, Inc.

By: William F. Schupp

Title: CEO.

STATE OF SOUTH CAROLINA     )  
   )     CONTRACT EXTENSION AGREEMENT  
COUNTY OF CHARLESTON     )

This AGREEMENT is made and entered into as of this 26th day of August, 2003, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

April 1, 2006, through September 30, 200~~6~~ 2007  
April 1, 2007, through September 30, 200~~7~~ 2008  
April 1, 2008, through September 30, 200~~8~~ 2009  
April 1, 2009, through September 30, 20~~9~~ 2010

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by  
and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Janet S. Mauldin

[Signature]  
(as to City)

Janet S. Mauldin

[Signature]  
(as to Contractor)

The City of Isle of Palms, S.C.

By: [Signature]  
F. Michael Sottile

Title: Mayor

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: C.E.O.



STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CHARLESTON       )

CONTRACT EXTENSION AGREEMENT

This AGREEMENT is made and entered into as of this 26th day of October, 2007, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

March 1, 2011, through September 30, 2011.  
March 1, 2012, through September 30, 2012.  
March 1, 2013, through September 30, 2013.  
March 1, 2014, through September 30, 2014.  
March 1, 2015, through September 30, 2015.

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Tha Capeland

Emily Ryul  
(as to City)

San Q McAllen

Emily Ryul  
(as to Contractor)

The City of Isle of Palms, S.C.

By: John Keenan

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: CEO

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT is made and entered into this 23rd day of May, 2014, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City desires to engage Contractor to perform additional services under the Contract, including the collection and disposal of recyclable materials from recycle containers located on the beach; and

WHEREAS, City and Contractor desire to amend the Contract as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. That Article II, "Definitions," of the Contract is hereby amended to renumber Paragraph (a), "Refuse," as Paragraph (1); to renumber Paragraph (1), "Garbage," as Subparagraph (a); to renumber Paragraph (2), "Trash/Rubbish," as Subparagraph (b); and to renumber Paragraphs (3) and (4) as Paragraphs (2) and (3) respectively.

2. That Article II, "Definitions," of the Contract is hereby amended to add a new Subparagraph (c) titled "Recycling" under Paragraph 1, "Refuse," to state as follows:

“c. RECYCLING shall mean all recyclable materials deposited in the Charleston County recycle containers located upon the beach.”

3. That Article III, “Payment,” of the Contract is hereby amended to add a new paragraph at the end of the section to state as follows:

“As additional consideration for performing the recycling collection and disposal services set forth in Article VIII, Paragraph (8), the City agrees to pay the Contractor Two Hundred (\$200.00) Dollars per day of completed service.”

4. That Article VIII, “Detail of Services to be Performed,” of the Contract is hereby amended to add a new Paragraph (8) at the end of the section to state as follows:

“8. On scheduled days of service, at least once per day, and more often if necessary, empty the Charleston County recycle containers located on the beach at all beach accesses from Breach Inlet to Wild Dunes. Deposit the recycled materials in a collection container to be provided and serviced by Charleston County at a location to be determined. Pick up all trash and litter in the immediate vicinity around the recycle containers located on the beach.

The schedule for the recycling collection and disposal service shall be as follows:

April 1 – April 30	Three (3) days per week and two (2) weeks per month
May 1 – May 31	Four (4) days per week and four (4) weeks per month
June 1 – August 31	Five (5) days per week and four (4) weeks per month
Sept. 1 – Sept. 30	Two (2) days per week and two (2) weeks per month

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the recycle containers as needed based on demand. The days of the week and times of the day for such service shall be determined by the Contractor unless otherwise specified by the City.”

5. That Article IX, “Disposal Operations,” of the Contract is hereby amended in Subparagraph (a) to add the following phrase at the end of the first sentence:

“or to the County’s designated recycling disposal site.”

6. That Article IX, "Disposal Operations," of the Contract is hereby amended in Subparagraph (b) to add the following phrase at the end of the sentence:

"or the County's designated recycling disposal site."

7. That all other terms and conditions of the Contract which are not inconsistent herewith shall remain in full force and effect.

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

WITNESS:

Emily Day

Sam

(as to City)

Emily Day

Sam

(as to Contractor)

The City of Isle of Palms, S.C.

By: [Signature]

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: C.E.O.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON        )

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT ("Second Amendment") is made and entered into this 9<sup>th</sup> day of October, 2014, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor desire to further amend the Contract to provide for year-round servicing of the beach trash containers and recycling containers as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. That Article I, "Scope of This Contract," of the Contract, as amended by the Contract Extension Agreement dated October 26, 2007, is hereby further amended to include the following period:

"October 1, 2014 through February 28, 2015."

2. That all other terms and conditions of the Contract, Contract Extension Agreement, and First Amendment which are not inconsistent herewith shall remain in full force and effect.

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

WITNESS:

Allyson  
Emily D. [Signature]  
(as to City)

The City of Isle of Palms, S.C.

By: [Signature]  
Title: City Administrator

[Signature]  
[Signature]  
(as to Contractor)

Schupp Enterprises, Inc.

By: W. F. Schupp  
Title: C.E.O.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THIRD AMENDMENT TO CONTRACT

THIS THIRD AMENDMENT TO CONTRACT ("Third Amendment") is made and entered into this 15<sup>th</sup> day of July, 2015, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Second Amendment to Contract dated October 9, 2014 ("Second Amendment") to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015; and

WHEREAS, City and Contractor desire to further amend the Contract to extend the term of the Contract for five additional years and to make such other amendments as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:



1. That Article I, "Scope of This Contract," of the Contract, as amended by the Contract Extension Agreement dated October 26, 2007, is hereby further amended to extend the term of the Contract for five (5) years to include the following period:

"October 1, 2015 through September 30, 2020."

2. That Article I of the Contract is also amended by adding the following new paragraph:

"This Contract shall be automatically renewed for one (1) five-year term upon Contractor providing written notice of Contractor's intent to renew to City at least ninety (90) days prior to the expiration of the then-current term unless City gives written notice of termination to Contractor within thirty (30) days after receipt of Contractor's written notice of intent to renew. If Contractor fails to provide City with written notice of intent to renew at least ninety (90) days prior to the expiration of the then-current term, then any renewal of the Contract will be at the sole option of City and City may provide notice of termination to Contractor at any time prior to the expiration of the then-current term. Each renewal term will be pursuant to all of the terms and conditions contained in this Contract."

3. That Article II, "Definitions," of the Contract is hereby amended by deleting Paragraph 2 in its entirety, which states, "THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SC CODE SEC. 15-48-10," and by renumbering Paragraph 3 as Paragraph 2 accordingly.

4. That Article III, "Payment," of the Contract is hereby deleted in its entirety and replaced with the following new paragraph:

"Article III – PAYMENT

As consideration for performing all trash and litter collection services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor Five Hundred Forty One and no/100 (\$541.00) Dollars per day of completed service. As additional consideration for performing the recycling collection and disposal services set forth in Article VIII, Paragraph (4), the City agrees to pay the Contractor Two Hundred and no/100 (\$200.00) Dollars per day of completed service. However, the City's total payment to Contractor for all services rendered in any given fiscal year shall be capped at the amount budgeted by City Council for that fiscal year."

5. That Article V, "Insurances," of the Contract is hereby deleted in its entirety and replaced with the following new paragraphs:

"Article V – INSURANCES

1. Contractor shall at all times during the term of this Contract maintain in full force and effect comprehensive general liability, workers' compensation and comprehensive automobile liability insurance as set forth below.

2. Contractor agrees to maintain policies providing a minimum of the following insurance protection, with City named as an additional insured,

through a company licensed in the State of South Carolina and approved by the City. Contractor agrees to furnish proof of such insurance to the City prior to the commencement of any work by Contractor and each renewal term thereafter within ten (10) days from the renewal date of such policies. Such policies shall contain a provision requiring a thirty (30) day prior written notice to City prior to cancellation of the policy.

3. Contractor shall maintain insurance coverages as follows:

(a) Comprehensive General Liability:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

(b) Workers' Compensation as provided for in applicable state statutes.

(c) Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles):

Bodily Injury:	\$250,000/person
	\$500,000/occurrence

Property Damage:	\$100,000/occurrence
------------------	----------------------

Combined Single Limit:	\$500,000
------------------------	-----------

4. Contractor may purchase at Contractor's expense such additional or other insurance protection as Contractor deems appropriate. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered and paid by the above-required policies."

6. That Article VIII, "Detail of Services to be Performed" of the Contract is hereby

deleted in its entirety and replaced with the following new paragraphs:

**“Article VIII – DETAIL OF SERVICES TO BE PERFORMED**

1. On scheduled days of service, at least once per day, and more often if necessary, empty all City-provided trash barrels and collect all trash and litter in the immediate vicinity around the City-provided trash barrels in the following locations:

- a. On the rights-of-way on Ocean Boulevard from 10<sup>th</sup> Avenue to 14<sup>th</sup> Avenue in the Front Beach Commercial District;
- b. On Ocean Boulevard from 10<sup>th</sup> Avenue to 1<sup>st</sup> Avenue, including the Breach Inlet parking lot;
- c. On Palm Boulevard from 21<sup>st</sup> Avenue to 56<sup>th</sup> Avenue; and
- d. On the beach at all beach accesses from Breach Inlet to Wild Dunes.

2. On scheduled days of service, perform continuous trash and litter collection in the Front Beach Commercial District of Ocean Boulevard between 10<sup>th</sup> Avenue and 14<sup>th</sup> Avenue, beginning at the intersection of Palm Boulevard and 14<sup>th</sup> Avenue and including the beach access paths, the sand dunes area behind beach front businesses, and both sides of the curb and sidewalks along Ocean Boulevard. Collected trash and litter must be deposited in City-provided trash barrels. Typical trash and litter to be collected may include, but not be limited to, items such as bottles, cans, paper and plastic packaging, concentrated piles of cigarette butts, and other loose items.

3. The schedule for trash and litter collection services shall be as follows:

March through April – Three days per week – Saturday, Sunday and Monday  
May – Four days per week – Friday, Saturday, Sunday, Monday  
June through August – Five days per week – Thursday, Friday, Saturday, Sunday, Monday  
September – Three days per week – Saturday, Sunday, Monday  
October through February – One day per week – Day to be determined by Contractor

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the City-provided trash barrels as needed based on demand. The days of the week and times of the day for such service shall be determined by the Contractor unless otherwise specified by the City.

4. On scheduled days of service provided in this Paragraph 4, at least once per day, and more often if necessary, empty the Charleston County recycle containers located on the beach at all beach accesses from Breach Inlet to Wild Dunes. Deposit the recycled materials in a collection container to be provided and serviced by Charleston County at a location to be determined. Pick up all trash and litter in the immediate vicinity around the recycle containers located on the beach. The schedule for the recycling collection and disposal service shall be as follows:

April – Two days per week  
May through August – Three days per week  
September – Two days per week  
October through March – One day per week

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the recycle containers as needed based on demand. The days of the week and times of the day for such service shall be

determined by the Contractor unless otherwise specified by the City.

5. The City of Isle of Palms will expect a high level of performance by the Contractor as the desired services are highly visible public services in a resort beach community. Failure to perform at an acceptable level after written notice of any deficiencies will be grounds for termination of the Contract.”

7. That Article XXI, “Binding Arbitration,” of the Contract is hereby deleted in its entirety and replaced with the following paragraph titled “Mediation:”

“Article XXI – MEDIATION

Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court’s Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator

Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement."

8. That all other terms and conditions of the Contract, Contract Extension Agreement, First Amendment and Second Amendment, which are not inconsistent herewith, shall remain in full force and effect.

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

WITNESS:

Deborah A. Schupp

E. J. P.  
(as to City)

Deborah A. Schupp

E. J. P.  
(as to Contractor)

The City of Isle of Palms, S.C.

By: Patricia D. Schupp

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: C.F.O.

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CHARLESTON    )

FOURTH AMENDMENT TO CONTRACT

THIS FOURTH AMENDMENT TO CONTRACT ("Fourth Amendment") is made and entered into this 21 day of July, 2016, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Second Amendment to Contract dated October 9, 2014 ("Second Amendment") to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Third Amendment to Contract dated July 15, 2015 to extend the term of the Contract for five additional years; and

WHEREAS, City and Contractor desire to further amend the Contract to provide changes to



the schedule for trash collection services.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. Text additions are displayed in **bold and underlined** text. Text deletions are displayed as strike-through text (i.e., ~~strike-through~~).

2. That Paragraph 3 of Article VIII, "Detail of Services to be Performed" of the Contract is hereby amended to state as follows:

"3. The schedule for trash and litter collection services shall be as follows:

March through April – Three days per week – Saturday, Sunday and Monday

May – Four days per week – Friday, Saturday, Sunday, Monday

June through August – ~~Seven~~ **Five** days per week **(as needed, to be determined by Contractor)** – **Monday, Tuesday, Wednesday,** Thursday, Friday, Saturday, Sunday, ~~Monday~~

September – Three days per week – Saturday, Sunday, Monday

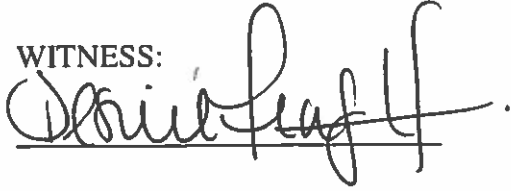
October through February – One day per week – Day to be determined by Contractor"

3. That all other terms and conditions of the Contract, Contract Extension Agreements, First Amendment, Second Amendment, and Third Amendment, which are not inconsistent herewith, shall remain in full force and effect.

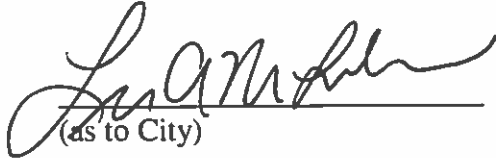
*[The remainder of this page has been intentionally left blank. The signature pages follow.]*


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



WITNESS:



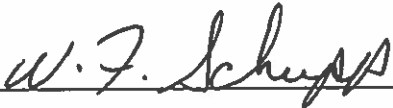
The City of Isle of Palms, S.C.

  
(as to City)

By:   
Title: City Administrator

  
  
(as to Contractor)

Schupp Enterprises, Inc.

By:   
Title: C.E.O.

## LEASE ASSIGNMENT

This agreement is made by and between **Schupp Enterprises, Inc. ("Assignor")** and **JLG Enterprise LLC ("Assignee")**, of Isle of Palms, South Carolina on the 7<sup>th</sup> day of ~~November~~, 2018.

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

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

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

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

WHEREAS, the Contract was amended July 15, 2015 to extend the term of the agreement five additional years through September 30, 2020; and

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

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

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

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

SCHUPP ENTERPRISES, INC.

W.F. Schupp  
By: W.F. Schupp  
Its: CEO

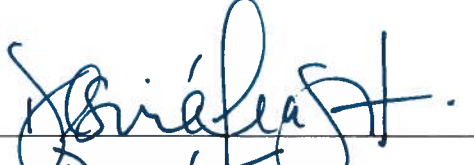
JLG Enterprise LLC

John C. Garrels  
By: John C. Garrels  
Its: Owner

### LANDLORD'S CONSENT

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

CITY OF ISLE OF PALMS, S.C.

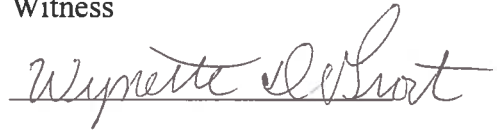
  
By: Desiree Trappo

Its: Levin Administrator

Date: 12/7/2018



Witness



Witness

State Accommodations Tax Advisory Committee  
Isle of Palms, South Carolina

Application for State Accommodations Tax Funds

Date Received: _____		Total Project Cost: _____	
Total Accommodations Tax Funds Requested: _____			
Action Taken By Accom. Tax Advisory Committee:		Date Approved _____	Denied _____
Action Taken By Ways & Means Committee:		Date Approved _____	Denied _____
Action Taken By City Council:		Date Approved _____	Denied _____
Documentation required for payment: ___line item budget, ___invoices, ___Financial Report			

For Office Use Only

A. Project Name: Beach Clean Up Initiative

B. Applicant Organization: City of Isle of Palms

1. Mailing Address: Post Office Box 508, Isle of Palms, SC 29451

Telephone: 843-886-6428    Fax: 843-886-8005

2. Project Director: Desirée Fragoso

Telephone: 843-886-6428    Fax 843-886-8005

3. Description of Organization, Its Goals and Objectives: Residents and Visitors will be able to pick up a reusable tote to take during their beach visit/walks. Folks of all ages, including tourists participant in clean up events and are motivated to volunteer their time to help maintain the beach they come to enjoy.

C. Description and Location of Project/Event: City to provide reusable, foldable totes assorted colors with the logo, KEEP THE BEACH CLEAN to be given out at the Public Safety Building, City Hall, Building Department and Recreation Department offices for trash, plastic and debris pick up on the beach to encourage clean up.

Single Event?

X Ongoing Event/Annual Need?

1. Date(s): of Event: ASAP or Project Start: ASAP Completion: Ongoing
2. Impact on Tourism: What percentage of persons benefitting from this project are tourists (UNKNOWN%) vs. Isle of Palms residents (UNKNOWN%).

\*Source of tourist data \_\_\_\_\_  
(website hits, surveys, ticket sale information, etc.)

3. If this application is for an ongoing event, what is the percentage increase/decrease in tourist attendance versus the past year's event?

\*Source of tourist data City will collect date of the participants who receive a reusable tote for beach clean up, similar to the t-shirt program.

D. Funding: Sources of Income for This Event or Project

1. Sponsorships or Fundraising: Amount \$ N/A From \_\_\_\_\_  
\_\_\_\_\_
2. Entry Fees : Amount \$ N/A From \_\_\_\_\_
3. Donations: Amount \$ N/A From \_\_\_\_\_
4. Accommodations Tax Funds Request: Amount \$2000.00  
Date(s) Required: ASAP Lump Sum \$2000.00 Installments 1/Net 30
5. Other: N/A
6. Total Budget: \$2000.00

E. Financial Analysis

Please Provide Line Item Budget for Event or Project 504120.5077

Date for Submission to Isle Of Palms Treasurer of Financial Report for Event or Project \_\_\_\_\_

If awarded, funds are requested as follows:

- (1) Lump Sum(s): \$ 2000.00 on Invoice \_\_\_\_\_ (date),  
\$ \_\_\_\_\_ on \_\_\_\_\_ (date),  
\$ \_\_\_\_\_ on \_\_\_\_\_ (date).

(2) Payment of Invoices as submitted to City Staff. Invoices should be submitted two weeks prior to due date.

State Accommodations Tax Advisory Committee  
Isle of Palms, South Carolina

Application for State Accommodations Tax Funds

Date Received: _____		Total Project Cost: _____	
Total Accommodations Tax Funds Requested: _____			
Action Taken By Accom. Tax Advisory Committee:		Date Approved _____	Denied _____
Action Taken By Ways & Means Committee:		Date Approved _____	Denied _____
Action Taken By City Council:		Date Approved _____	Denied _____
Documentation required for payment: _____ line item budget, _____ invoices, _____ Financial Report			

For Office Use Only

A. Project Name: SIP + IEN ADS

B. Applicant Organization: Lucky Dog Publishing

1. Mailing Address: PO Box 837 SI SC 29482

Telephone: 843-886-6397 Fax: \_\_\_\_\_

2. Project Director: Lynn Pierotti

Telephone: 843-886-6397 Fax \_\_\_\_\_

3. Description of Organization, Its Goals and Objectives:

LOCAL MAGAZINE and newspaper

C. Description and Location of Project/Event:

IN PAPERS & MAGAZINE

☒ Single Event?

☐ Ongoing Event/Annual Need?

1. Date(s) of Event: \_\_\_\_\_ or Project Start: MAY 2020 Completion: 2021

2. Impact on Tourism: What percentage of persons benefitting from this project are tourists 50% vs. Isle of Palms residents 50%.

\*Source of tourist data PICK UP OF PERIODICALS  
(website hits, surveys, ticket sale information, etc.)

3. If this application is for an ongoing event, what is the percentage increase/decrease in tourist attendance versus the past year's event?

\*Source of tourist data \_\_\_\_\_  
(website hits, surveys, ticket sale information, etc.)

D. Funding: Sources of Income for This Event or Project

1. Sponsorships or Fundraising: Amount \$ \_\_\_\_\_ From \_\_\_\_\_

2. Entry Fees : Amount \$ \_\_\_\_\_ From \_\_\_\_\_

3. Donations: Amount \$ \_\_\_\_\_ From \_\_\_\_\_

4. Accommodations Tax Funds Request: Amount \$ 4000.00

Date(s) Required: MARCH 30 Lump Sum ☒ Installments \_\_\_\_\_

5. Other:

① FULL PAGE AD IN M. MAGAZINE

6. Total Budget: 4000.00

② HALF IN PAPER

E. Financial Analysis

Please Provide Line Item Budget for Event or Project

MAY  
JUNE  
JULY & AUGUST

Date for Submission to Isle Of Palms Treasurer of Financial Report for Event or Project \_\_\_\_\_

If awarded, funds are requested as follows:

(1) Lump Sum(s): \$ 4000.00 on MARCH 30 (date),  
\$ \_\_\_\_\_ on \_\_\_\_\_ (date),  
\$ \_\_\_\_\_ on \_\_\_\_\_ (date).

(2) Payment of Invoices as submitted to City Staff. Invoices should be submitted two weeks prior to due date.





Lucky Dog Publishing proposal for the Isle of Palms ATAX committee.

1. One full Page SiP magazine.

SiP magazine is the premier annual lifestyle magazine on the Isle of Palms. It is mailed free of charge and distributed all year long in our racks and in rental agencies.

2. Eleven quarter page ads Island Eye News.

The Island Eye News is the newspaper of record for the Isle of Palms. We mail our paper and distribute across the island in our racks. We raise the number of papers in the months we are suggesting advertising by as much as 1500 for tourist consumption.

Our full page rate is \$2800. We suggest you take the premium back page that we sell for \$3500.

Our rate for a quarter page in the IEN is \$200 (city always gets a discount)

SiP- Full page inside back cover \$3500.

IEN ¼ page on page 3 next to civic calendar \$200 x 11 \$2200.

Our request is for \$4000.

Thank you.

 Lynn Pierotti

843 886 6397

# SiP 2020

## Reserve Your Space by

February 28, 2020

## Art Work Due Date

March 18, 2020

## Magazine Published

May 1, 2020

SiP is a complimentary, resort lifestyle magazine published for the past six years by the locally-owned and operated Lucky Dog Publishing.

The first magazine of its kind, SiP combines high quality journalism with stunning photography to capture the spirit of Sullivan's Island, Isle of Palms, Dewees Island and the surrounding areas. All content is unique and generated by contributors who live, work and play on the islands.

SiP is published by the team behind Island Eye News, the only newspaper exclusively serving these island communities. This perspective gives us an inside view on the community, allowing us to create a magazine with content that is creatively local.

In addition to our main feature stories, each issue of SiP contains the following sections:

**Island Life** Exploring what makes the islands such special places to live and visit

**SiP Salutes** Profiles of local personalities that make up our community

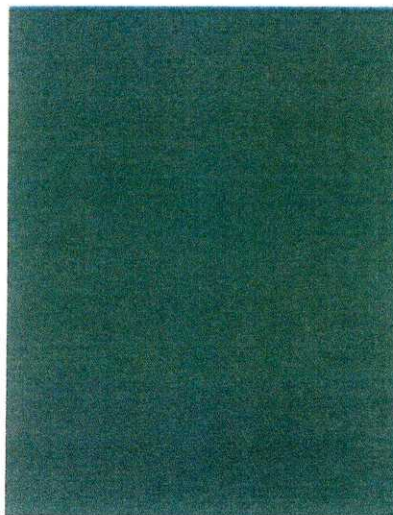
**SiP Scene** A focus on after-hours activities on the islands, including dining, nightlife and live music reviews

**Calendar** Annual calendar of events

## About Us

**Publisher Lynn Pierotti** is a Sullivan's Island resident of over a decade. He launched the islands' only newspaper, Island Eye News.

**Editor in Chief Jennifer Tuohy** is a London native with deep southern roots. She arrived in South Carolina following 10 years living in Sun Valley, Idaho, where she produced an award-winning resort lifestyle magazine. She is also contributing editor of Island Eye News.



## FULL PAGE WITH BLEED

**\$2,800**

**8.625W X 11.125H**

CROPMARKS

1/8" (0.125")

LIVE MATTER

8W X 10.5H

## HALF PAGE

**8.5W X 5.5H**

**\$1,600**



## HALF PAGE ISLAND

**5.5W X 8.5H**

**\$1,800**



## HALF PAGE VERTICAL

**4.25W X 11H**

**\$1,600**



## THIRD PAGE VERTICAL

**2.8W X 11H**

**\$1,300**



## Premium Full Pages

Back Cover

**\$4,500**

Inside Back Cover

**\$3,500**

Inside Front Cover

**\$3,500**

Page One

**\$3,000**

High-resolution PDF digital files only. Include cropmarks for full page bleeds, and hold live matter 0.5" from trim on all sides.

All other ad sizes are to be designed to specs above and include cropmarks.

(300 dpi, CYMK)

If required, our design rates start at \$90/hour with all content provided by advertiser.





# Lucky Dog Publishing 2020 Print Schedule



the island eye news

Serving residents and visitors on  
Sullivan's Island, Isle of Palms,  
Dewees and Goat Island

THE ISLAND CONNECTION

Serving residents and visitors on  
Kiawah Island, Seabrook Island  
and Bohicket

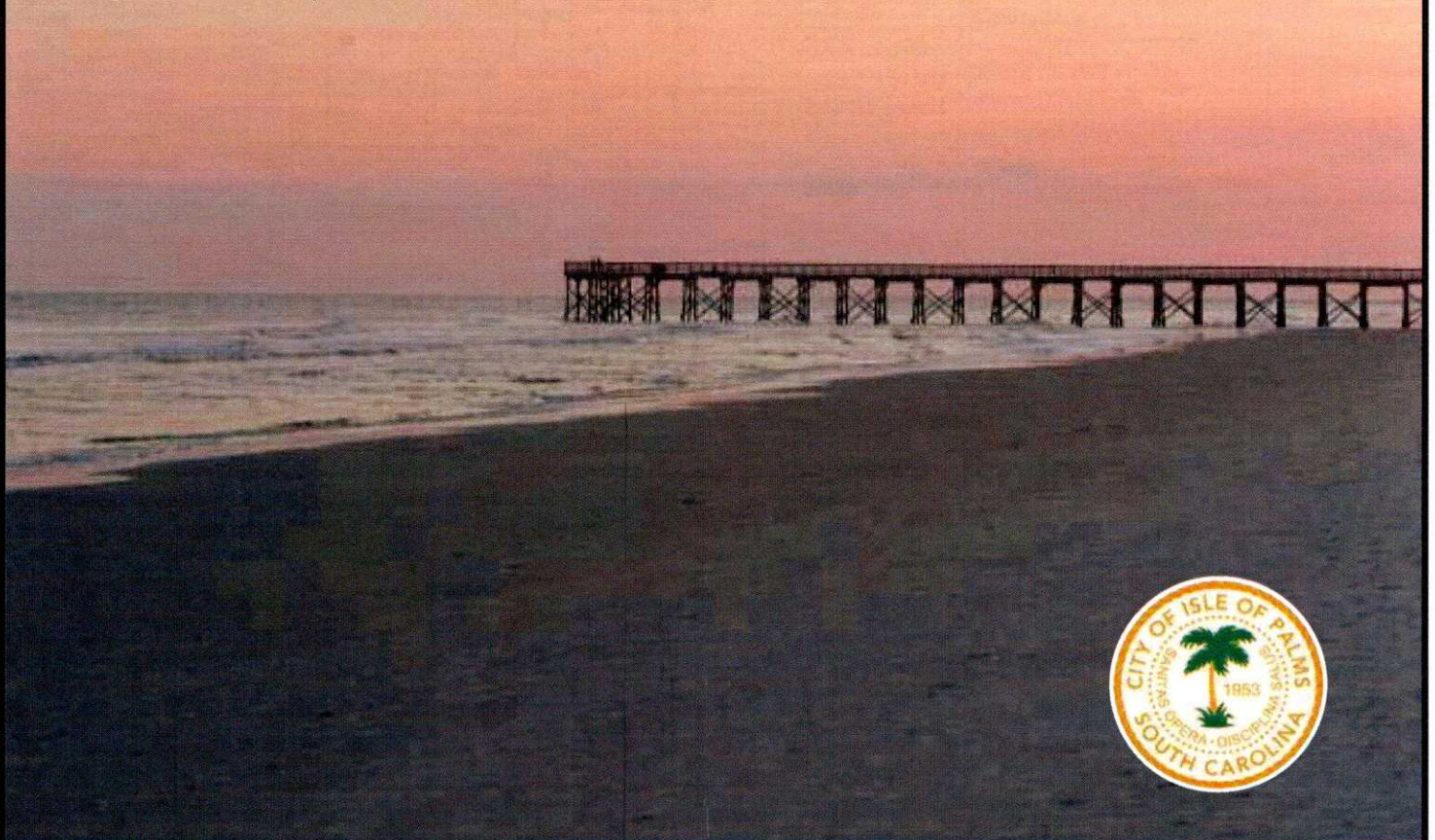
Lynn Pierotti  
Publisher

lynn@luckydognews.com  
www.luckydognews.com

PUBLISHED TWICE MONTHLY	DEADLINE	PUBLISHED	HOLIDAY ISSUE
Island Eye News Volume 15 Issue 19	12/25/2019	1/3/2020	
Island Connection Volume 13 Issue 20			
Island Eye News Volume 15 Issue 20	1/8/2020	1/17/2020	
Island Connection Volume 13 Issue 21			
Island Eye News Volume 15 Issue 21	1/22/2020	1/31/2020	
Island Connection Volume 13 Issue 22			
Island Eye News Volume 15 Issue 22	2/5/2020	2/14/2020	
Island Connection Volume 13 Issue 23			
Island Eye News Volume 15 Issue 23	2/19/2020	2/28/2020	
Island Connection Volume 13 Issue 24			
Island Eye News Volume 15 Issue 24	3/4/2020	3/13/2020	
Island Connection Volume 13 Issue 25			
Island Eye News Volume 15 Issue 25	3/18/2020	3/27/2020	
Island Connection Volume 13 Issue 26			
Island Eye News Volume 15 Issue 26	4/1/2020	4/10/2020	
Island Connection Volume 14 Issue 01			
Island Eye News Volume 16 Issue 01	4/15/2020	4/24/2020	5
Island Connection Volume 14 Issue 02			
Island Eye News Volume 16 Issue 02	4/29/2020	5/8/2020	Free
Island Connection Volume 14 Issue 03			
Island Eye News Volume 16 Issue 03	5/13/2020	5/22/2020	5
Island Connection Volume 14 Issue 04			
Island Eye News Volume 16 Issue 04	5/27/2020	6/5/2020	Free
Island Connection Volume 14 Issue 05			
Island Eye News Volume 16 Issue 05	6/10/2020	6/19/2020	5
Island Connection Volume 14 Issue 06			
Island Eye News Volume 16 Issue 06	6/24/2020	7/3/2020	Free
Island Connection Volume 14 Issue 07			
Island Eye News Volume 16 Issue 07	7/8/2020	7/17/2020	5
Island Connection Volume 14 Issue 08			
Island Eye News Volume 16 Issue 08	7/22/2020	7/31/2020	Free
Island Connection Volume 14 Issue 09			
Island Eye News Volume 16 Issue 09	8/5/2020	8/14/2020	5
Island Connection Volume 14 Issue 10			
Island Eye News Volume 16 Issue 10	8/19/2020	8/28/2020	Free
Island Connection Volume 14 Issue 11			
Island Eye News Volume 16 Issue 11	9/2/2020	9/11/2020	5
Island Connection Volume 14 Issue 12			
Island Eye News Volume 16 Issue 12	9/16/2020	9/25/2020	
Island Connection Volume 14 Issue 13			
Island Eye News Volume 16 Issue 13	9/30/2020	10/9/2020	
Island Connection Volume 14 Issue 14			
Island Eye News Volume 16 Issue 14	10/14/2020	10/23/2020	
Island Connection Volume 14 Issue 15			
Island Eye News Volume 16 Issue 15	10/28/2020	11/6/2020	
Island Connection Volume 14 Issue 16			
Island Eye News Volume 16 Issue 16	11/11/2020	11/20/2020	
Island Connection Volume 14 Issue 17			
Island Eye News Volume 16 Issue 17	11/25/2020	12/4/2020	
Island Connection Volume 14 Issue 18			
Island Eye News Volume 16 Issue 18	12/9/2020	12/18/2020	
Island Connection Volume 14 Issue 19			



# We the IOP Beach



## WE OUR BEACHES...

... and want to keep them pristine for all to enjoy. Please respect this natural habitat and the joys of your neighbors by following these rules:

- Please use the recycling and garbage cans
- Please use doggie bags provided to dispose of waste
- Please don't take any glass bottles, single use plastic or styrofoam containers to the beach
- Please do not smoke or vape or ignite any fires (including fireworks)
- Please leave your alcoholic beverages at home
- There is not driving allowed on the beach (including golf carts!)
- Don't leave anything on the beach overnight (including yourself!)
- Respect the sand dunes they protect us, please stay on designated paths

## WE OUR DOGS...

... but dogs can be disruptive to wildlife and the enjoyment of others so please leash your dog at all times except April 1 to September 14 between 5 a.m. and 9 a.m. and September 15 to March 31 between 4 p.m. and 10 a.m. During those times they can run free!

## WE OUR TURTLES...

... they nest on our beaches between May and October, so please do not disturb them and fill in any holes you dig so they can make their way to the ocean safely.

*If you have any questions or concerns call the Isle of Palms Police Department  
non-emergency number 843.885.6522.*



**IOP PSB Repairs**

Isle of Palms, SC

Total Construction Budget:	5,256,779
Permit Set Pricing:	<u>5,417,162</u>
Variance:	(160,383) over budget

**Scope Adjustment Option #1:**

Simplify Portico Design Go To Shed Roof Awning:	(176,503)
---	-----------

Revised Pricing	<b>5,240,659</b>
Variance	16,120 under budget

**Scope Adjustment Option #2:**

Simplify Portico Design Go To Flat Roof Awning:	(161,003)
---	-----------

Revised Pricing	<b>5,256,159</b>
Variance	620 under budget

**Scope Adjustment Option #3:**

Simplify Portico Design Go To Shed Roof Awning:	(176,503)
Delete High Performance Coating Apparatus Bay	(90,210)
Industrial Water Reducible Alkyd Coating Apparatus Bay	21,000

Revised Pricing	<b>5,171,449</b>
Variance	85,330 under budget

**Scope Adjustment Option #4:**

Simplify Portico Design Go To Flat Roof Awning:	(161,003)
Delete High Performance Coating Apparatus Bay	(90,210)
Industrial Water Reducible Alkyd Coating Apparatus Bay	21,000

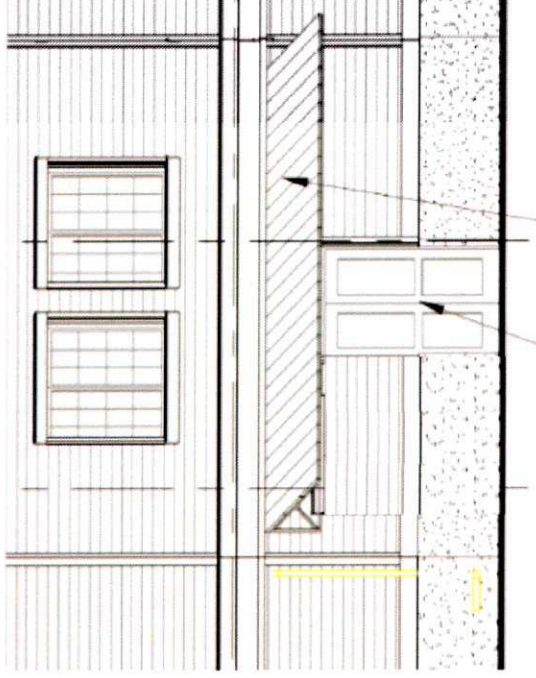
Revised Pricing	<b>5,186,949</b>
Variance	69,830 under budget

# ENTRANCE PORTICO:

CURRENT PROPOSED DESIGN



SHED ROOF DESIGN OPTION

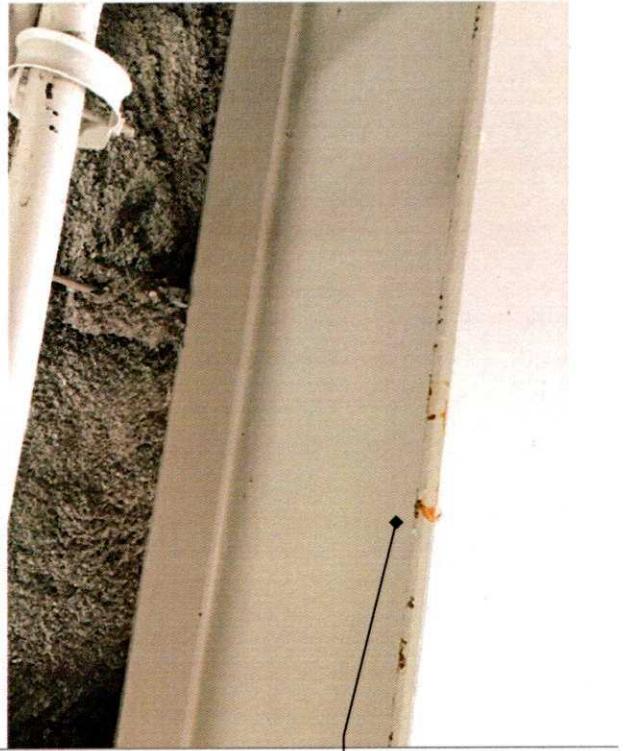
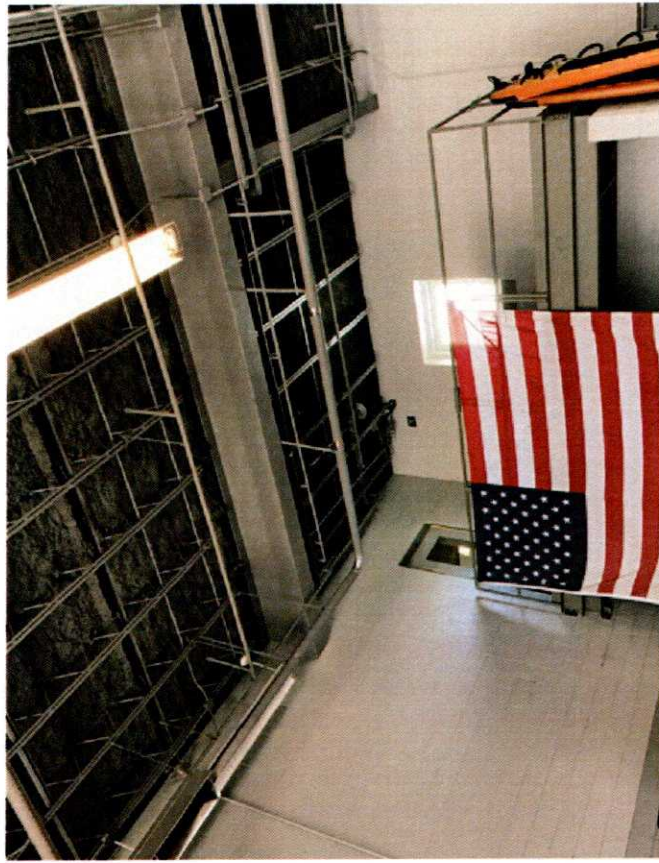
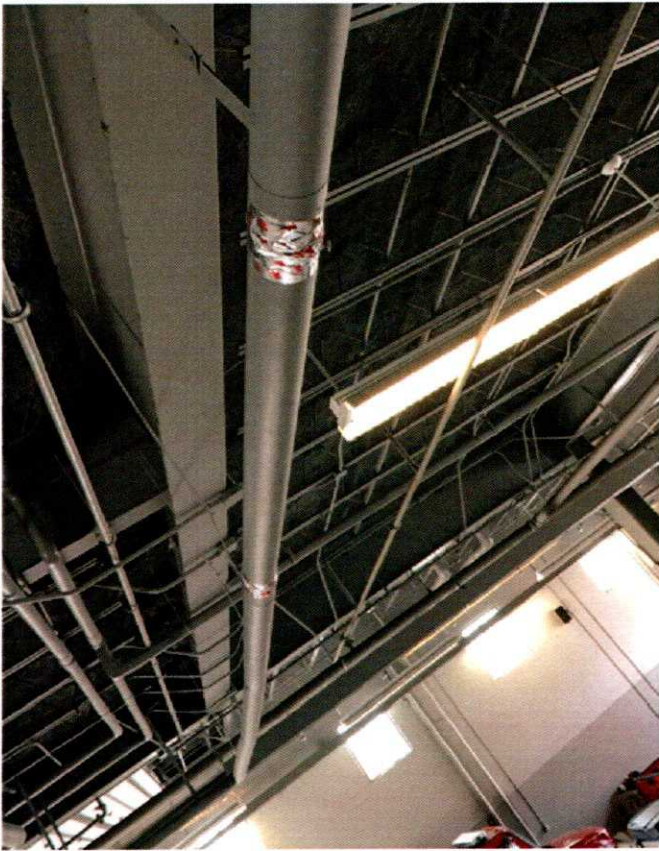


FLAT ROOF AWNING OPTION





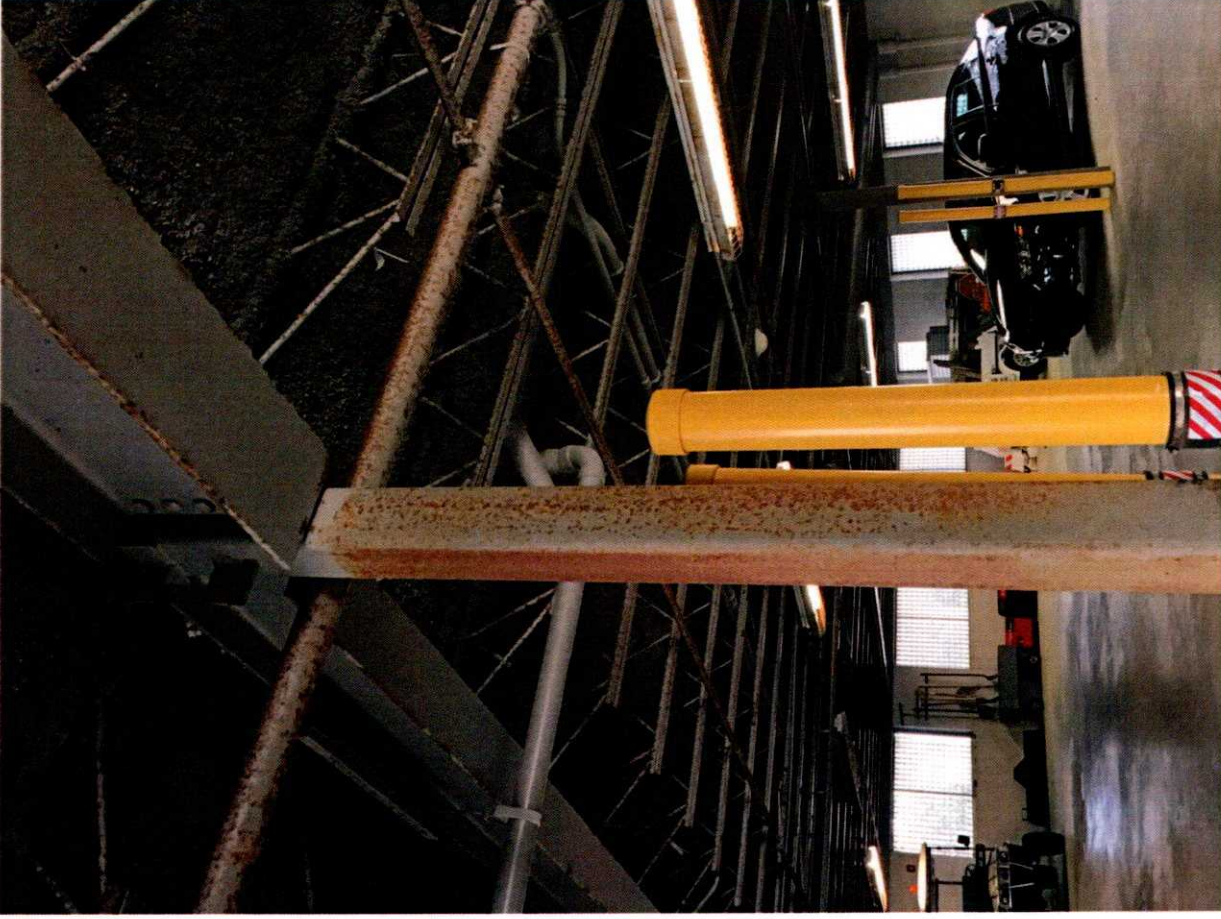
**APPARATUS BAY STEEL:**



**SPOTTY  
CORROSION**



**POLICE SALLYPORT STEEL:**





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AGREEMENT FOR USE  
OF MUNICIPAL PARKING LOTS

THIS AGREEMENT FOR USE OF MUNICIPAL PARKING LOTS ("Agreement") is made and entered into this 9 day of March, 2018, by and between The City of Isle of Palms, South Carolina ("City") and The Palms Hotel Owners Association, Inc. d/b/a The Palms Oceanfront Hotel ("Hotel").

WHEREAS, City is the owner of the real property commonly known as the City of Isle of Palms Municipal Parking Lots, and shown as "Lot A, Block 36, Section A" and "New Lot A-2, Block 36, Section A" (together referred to as "Lot A") on the plat titled "Subdivision of Lot A Block 36 Section" dated March 21, 1991, a copy of which is attached hereto and incorporated herein by reference as Exhibit I, and identified as TMS# 568-12-00-008 and TMS# 568-12-00-302, and a portion of the City's property located at 30 J.C. Long Boulevard and identified as TMS# 568-11-00-200, which portion is outlined on the site plan for the City of Isle of Palms Public Safety Building that was prepared by Cole + Russell Architects (hereinafter "Lot B"), a copy of which is attached hereto and incorporated herein by reference as Exhibit II (Lot A and Lot B together referred to as the "Municipal Parking Lots"); and

WHEREAS, Hotel desires to use the Municipal Parking Lots for Hotel Guest and Employee parking; and

WHEREAS, City agrees to make the Municipal Parking Lots available for use by the Hotel, for parking of Hotel Guest and Employee vehicles only, subject to the terms and conditions set forth below.

THEREFORE, in consideration of the mutual covenants and agreements of the respective parties herein contained, which are expressly agreed to by City and Hotel, the parties hereto, for themselves and their successors, hereby agree as follows:

1. GRANT OF USE: City hereby grants to Hotel a non-exclusive right, privilege and permission, subject to the terms and conditions of this Agreement, to use the Municipal Parking Lots for Hotel Guest and Employee vehicle parking only and for no other purposes.
2. TERM OF AGREEMENT: The initial term of this Agreement shall commence on the date of execution of this Agreement and end on February 28, 2019, unless terminated sooner in accordance with Paragraph 4 of this Agreement.
3. RENEWAL OPTION: Upon the mutual written agreement of the parties, the Term may be renewed for one (1) additional one-year term from March 1, 2019 through February 29, 2020 under the same terms, covenants and conditions set forth in this Agreement. The initial term and any renewal thereof shall be collectively referred to hereinafter as the "Term."

4. EARLY TERMINATION: Either party shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party as provided in Paragraph 18 of this Agreement.
5. LIMITATIONS OF AGREEMENT: Hotel's use of the Municipal Parking Lots shall not be exclusive. City retains the right to use the Municipal Parking Lots for its own purposes and for public parking, which uses shall take priority over Hotel's right of use. Public parking at the Municipal Parking Lots is made available by the City to the public on a first-come, first-serve basis and the demand for public parking may exceed the total number of available parking spaces; therefore, the City makes no guarantee that parking will be available for Hotel Guests or Employees at any given time during the Term of this Agreement.
6. PARKING RATES:
  - a. Hotel agrees to pay to City parking fees for Hotel Guests in accordance with the public parking rates for the Municipal Parking Lots during the seasonal period from March ~~1<sup>st</sup>~~<sup>5<sup>th</sup></sup> through October 31<sup>st</sup>:  
Monday through Friday – Eight (\$8.00) Dollars per vehicle per day  
Saturdays, Sundays, and legal holidays – Ten (\$10.00) Dollars per vehicle per day
  - b. Overnight parking by Hotel Guests shall be permitted in the Municipal Parking Lots; however, any Hotel Guest vehicle that is parked in the Municipal Lots after 12:00 p.m. shall be charged the daily rate for that day.
  - c. Hotel agrees that the above referenced public parking rates and seasonal period may be changed by City at any time during the Term of this Agreement. Hotel agrees to pay to City parking fees in accordance with any such amended rates or seasonal period.
  - d. Parking rates shall not apply to lawfully marked vehicles parked in designated handicapped parking spaces at the Municipal Parking Lots.
7. PAYMENT OF PARKING FEES: Hotel shall pay to City all parking fees accrued from the use of the Municipal Parking Lots by Hotel Guests on a monthly basis during the seasonal period and in accordance with the rates set forth in Paragraph 6 of this Agreement. Parking fees shall be due and payable to City in arrears on the seventh (7th) day of the month.
8. REPORTING: Hotel agrees to provide City with a report on the seventh (7th) day of each month, along with the payment of parking fees, which includes the total number of Hotel Guest vehicles parked at the Municipal Parking Lots during the prior month, a breakdown of the usage on weekdays, weekends and holidays, and any other



information as required by the City. The form of the report shall be submitted to City for approval prior to the execution of this Agreement.

9. PARKING TAGS: Hotel shall provide parking hang tags approved by the City of Isle of Palms Police Department for Hotel Guest vehicles parking at the Municipal Parking Lots. The hang tags shall include the vehicle registration number, state of vehicle registration, expiration date, and any other information as may be required by the City of Isle of Palms Police Department. The form of the hang tag shall be submitted to City for approval prior to the execution of this Agreement. Hotel shall ensure proper use of parking hang tags by Hotel Guests; improper use of parking hang tags may result in ticketing of Hotel Guest vehicles by the Isle of Palms Police Department.
10. SEASONAL PARKING PASS: Hotel or Hotel Employees may purchase seasonal parking passes for the Municipal Parking Lots from the City at the existing rate of Sixty (\$60.00) Dollars for the seasonal period from March 1<sup>st</sup> through October 31<sup>st</sup>. Seasonal parking passes are issued for individual vehicles, are not transferrable, are subject to the daily hours of operation of 8:00 a.m. to 8:00 p.m., and are subject to the terms and conditions required by the City of Isle of Palms Police Department. Hotel agrees that the rate, hours of operation, and seasonal period for seasonal parking passes are subject to change at any time during the Term of this Agreement and that Hotel or Hotel Employees shall be required to abide by such changes or rate increases. Hotel shall ensure proper use of seasonal parking passes by Hotel Employees; improper use of seasonal parking passes may result in ticketing of Hotel Employee vehicles by the Isle of Palms Police Department.
11. PERMITS AND LICENSES: Hotel agrees to obtain and maintain, at Hotel's sole expense, any governmental permits or licenses as may be required for its use of the Municipal Parking Lots.
12. COMPLIANCE WITH LAWS: At all times during the Term of this Agreement, Hotel shall comply and shall cause its members, agents, employees, guests, licensees or invitees to comply, with all applicable federal, state, and local laws, rules and regulations. Specifically, the Hotel agrees that Hotel and Hotel's members, agents, employees, guests, licensees and invitees shall abide by the City's noise and parking ordinances at all times during the term of this Agreement.
13. INDEMNIFICATION AND INSURANCE: Hotel agrees to hold harmless and indemnify City against any loss or damage, including reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with the use of the Municipal Parking Lots by Hotel, its members, agents, employees, guests, licensees or invitees. Hotel agrees that at all times it will carry comprehensive general liability insurance coverage in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for

property damage, with City named as an additional insured through a company licensed in the State of South Carolina. Hotel agrees to furnish a Certificate of Insurance to the City on or before commencement of the Term of this Agreement and prior to any renewal of the Term.

14. ASSUMPTION OF RISK: Hotel acknowledges and agrees that by use of the Municipal Parking Lots for Hotel Guest and Employee parking, Hotel assumes all risk of loss or damage to property on behalf of its Guests and Employees, including, without limitation, property damage, and all risk of personal injury, including, but not limited to, death, attributable to any cause other than the gross negligence or unlawful conduct of City. Hotel further agrees that it is familiar with the condition of the Municipal Parking Lots and the suitability of the Municipal Parking Lots for its intended use and accepts the Municipal Parking Lots in their present condition on an "as-is" basis. City makes no representations or warranties to Hotel regarding the condition of the Municipal Parking Lots or their fitness for any particular purpose. City shall not be responsible or liable for loss or damages by reason of fire, flood, theft, collision, or any other cause that is not attributable to the gross negligence or unlawful conduct of City, to parked vehicles or their contents. Hotel shall be solely responsible and liable for the safety and security of its members, agents, employees, guests, licensees or invitees and their vehicles while using the Municipal Parking Lots. Hotel shall be solely responsible for ensuring proper use of parking hang tags and seasonal passes by its Guests and Employees. City shall not be liable for any misuse of parking hang tags or seasonal parking passes by Hotel Guests or Employees that results in ticketing of Hotel Guest and Employee vehicles by the Isle of Palms Police Department.
15. EFFECT OF WAIVER: No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.
16. SUBCONTRACTING AND ASSIGNMENT: Hotel agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.
17. NO THIRD PARTY BENEFICIARY: This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.
18. NOTICES: All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:



City of Isle of Palms:

Representative: Linda Lovvorn Tucker, City Administrator  
Address: PO Box 508, Isle of Palms, SC 29451

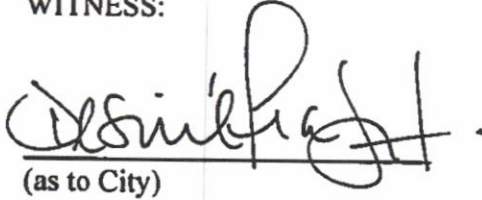
The Palms Hotel Owners Association, Inc.  
d/b/a The Palms Oceanfront Hotel:

Representative: Aaron Rowland, Registered Agent  
Address: c/o Charlestowne Hotels, Inc.  
28 Bridgeside Blvd., Suite 201, Mt. Pleasant, SC 29464

19. BREACH: If any provision of this Agreement is violated in whole or in part by Hotel, the City may pursue any and all remedies at law or in equity, all of which shall be cumulative, and City shall be entitled to a court order restraining and enjoining Hotel from any such violation without prejudice to any other remedies City may have at law or in equity.
20. GOVERNING LAW; ENFORCEMENT: This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. In the event that either party enforces the terms of this Agreement by legal proceedings, the prevailing party in such proceedings shall be entitled to reimbursement from the other party of all costs and expenses incurred by the prevailing party in connection therewith, including reasonable attorney's fees, at all trial and appellate levels.
21. SECTION HEADINGS: The headings of sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.
22. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
23. ENTIRE AGREEMENT; AMENDMENT: This Agreement contains the entire understanding of the parties hereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. This Agreement may be amended only by a written agreement signed by both parties.

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

WITNESS:

  
(as to City)

The City of Isle of Palms, S.C.

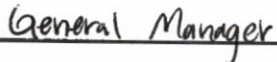
By: 

Title: 

The Palms Hotel Owners Association, Inc. d/b/a

The Palms Oceanfront Hotel

By: 

Title: 

  
(as to Hotel)

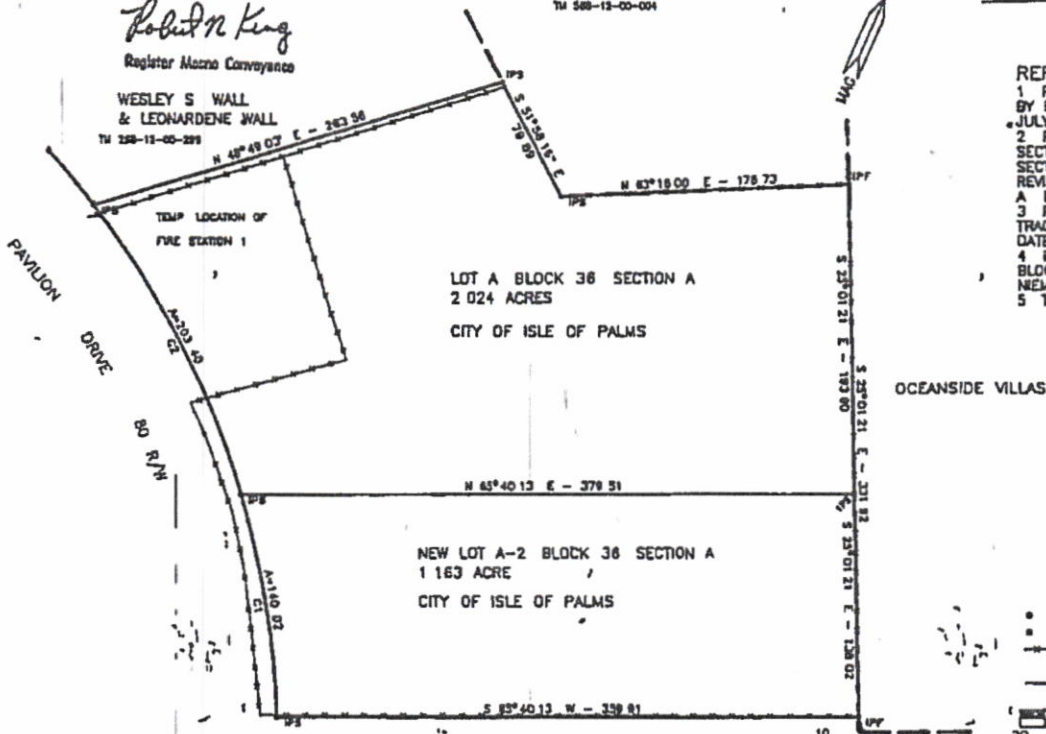
EXHIBIT I  
(Attach Plat of Municipal Parking Lot "A")

Charleston, South Carolina  
Office of Register Mazon Conveyance

Plat recorded this 14 day of May 1991 at  
5:46 o'clock in Plat Book CC Page 129 and tracing cloth  
copy filed in File 2 Drawer 67 Folder 17 Drawing  
No. 149 Original plat (white print) delivered  
to Jack Mauldin

Robert N. King  
Register Mazon Conveyance

WESLEY S. WALL  
& LEONARDENE WALL  
TM 568-12-00-289



#### REFERENCES

1. PLAT OF LOT 04 BLOCK 37 DONE BY HERBERT A. NIEMER JR DATED 18 JULY 1988
2. PLAT OF LOT A BLOCK 36 SECTION A AND PARCEL 1 BLOCK 33 SECTION A DATED 6 APRIL 1987 AND REVISED 28 AUGUST 1987 BY HERBERT A. NIEMER
3. PLAT OF ISLE OF PALMS WATER CO TRACT BY E. M. SEABROOK JR INC DATED 16 JULY 1990
4. PLAT SHOWING CREATION OF LOT A-1 BLOCK 36 SECTION A BY HERBERT A. NIEMER JR DATED 18 AUGUST 1988
5. TM 568-12-00-08

- IPS=IRON PIPE SET
- IPF=IRON PIPE FOUND
- FENCE
- LOT LINE



Approved by City Council  
of the City of Isle of Palms

this 15 day of April 1991  
Michael B. McQuigg  
Clerk

OCEAN BOULEVARD 100 R/W



#### CURVE TABLE

ARC	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
1	6-14°35'10"	R=350.00	A=140.02	CB-H 33°05'27" W	C=139.84
2	6-21°11'20"	R=350.00	A=203.40	CB-H 50°38'43" W	C=202.24

I, David Eugene Huff, a registered land surveyor of the State of South Carolina do hereby certify that I have surveyed the property shown herein and that this plat shows the true dimensions of the lots and that the provisions of the survey are 1:10,000.

David Eugene Huff  
DAVID EUGENE HUFF R L S

#### DAVID EUGENE HUFF R L S

P O BOX 78 ISLE OF PALMS SOUTH CAROLINA 29431  
PHONE 823-650-6911 SOUTH CAROLINA REG 8160

#### SUBMISSION OF LOT A BLOCK 36 SECTION

OWNER	DATE	A CITY OF ISLE OF PALMS CHARLESTON CO SOUTH CAROLINA CITY OF ISLE OF PALMS OWNER
D. HUFF	MAY 21/1991	
APPROVED BY	DATE	
SCALE	SHEET	SHEET
1 INCH = 80 FEET	1	OF 1
		PROJECT NO. CITY-180-12



EXHIBIT II  
(Attach Plat of Municipal Parking Lot "B")

100

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON        )     SECOND AMENDMENT TO AGREEMENT  
FOR USE OF MUNICIPAL PARKING LOTS

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 15<sup>th</sup> day of February, 2019, by and between the City of Isle of Palms, S.C. ("City") and The Palms Hotel Owners Association, Inc. d/b/a The Palms Oceanfront Hotel ("Hotel").

WHEREAS, City and Hotel entered into an Agreement for Use of Municipal Parking Lots dated March 6, 2018 ("Agreement") for Hotel's use of the City's Municipal Parking Lots for Hotel and Guest and Employee parking pursuant to certain terms and conditions; and

WHEREAS, the parties entered into a First Amendment to the Agreement on April 30, 2018;

WHEREAS, City and Hotel desire to amend the Agreement as hereinafter set forth.

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

1. That Paragraph 2 of the Agreement, "Term of Agreement" is hereby deleted in its entirety and replaced with the following new Section 2 to state as follows:  
  
"The term of this Agreement shall commence on the date of execution of this Agreement and end on February 28, 2020, unless terminated sooner in accordance with Paragraph 4 of this Agreement.
2. That Section (a) of Paragraph 6 of the Agreement, "Parking Rates" shall be amended to state as follows:  
  
(a) Hotel agrees to pay to City parking fees for Hotel Guests during the seasonal period from March 5<sup>th</sup> through October 31<sup>st</sup> in accordance with the following rates:

Monday through Friday – Ten (\$10.00) Dollars per vehicle per day

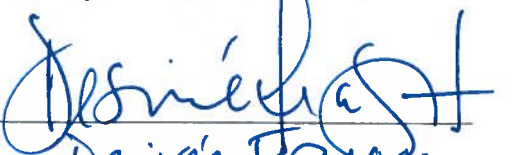
Saturdays, Sundays and legal holidays—Twelve (\$12.00) Dollars per vehicle per day.”

3. That all other terms and conditions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

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

WITNESS:

The City of Isle of Palms, S.C.



By: Desiree Fragoso

Title: Interim Administrator



(as to City)

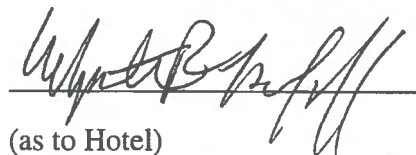
The Palms Hotel Owners Association, Inc.  
d/b/a The Palms Oceanfront Hotel

By: 

on behalf of

The Palms Hotel Owners  
Association, Inc.

Title: Corporate Operations Manager



(as to Hotel)

EXHIBIT I

(Attach Contract's Proposal, dated \_\_\_\_\_)

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON     )     THIRD AMENDMENT TO AGREEMENT  
FOR USE OF MUNICIPAL PARKING LOTS

THIS THIRD AMENDMENT TO AGREEMENT (“Third Amendment”) is made and entered into this \_\_\_\_ day of February, 2020, by and between the City of Isle of Palms, S.C. (“City”) and The Palms Hotel Owners Association, Inc. d/b/a The Palms Oceanfront Hotel (“Hotel”).

WHEREAS, City and Hotel entered into an Agreement for Use of Municipal Parking Lots dated March 6, 2018 (“Agreement”) for Hotel’s use of the City’s Municipal Parking Lots for Hotel and Guest and Employee parking pursuant to certain terms and conditions;

WHEREAS, the parties entered into a First Amendment to the Agreement on April 30, 2018;

WHEREAS, this Agreement was amended on January \_\_, 2019, to amend the term of and parking rates; and

WHEREAS, City and Hotel desire to amend the Agreement a third time as hereinafter set forth.

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

1. That Paragraph 2 of the Agreement, “Term of Agreement” is hereby deleted in its entirety and replaced with the following new Section 2 to state as follows:  
“The term of this Agreement shall commence on the date of execution of this Agreement and automatically renew annually, unless terminated sooner in accordance with Paragraph 4 of this Agreement.”
2. That Section (a) of Paragraph 6 of the Agreement, “Parking Rates” shall be amended to state as follows:  
  
(a) Hotel agrees to pay to City parking fees for Hotel Guests during the seasonal period from March 5<sup>th</sup> through October 31<sup>st</sup> in accordance with the following rates:  
  
Monday through Friday – Ten (\$10.00) Dollars per vehicle per day  
Saturdays, Sundays and legal holidays—Twelve (\$12.00) Dollars per vehicle per day.”

These rates may be changed at any time at the sole discretion of Council and shall be amended immediately upon Council approval without the need to formally amend the Agreement.

3. That all other terms and conditions of the Agreement which are not inconsistent herewith shall remain in full force and effect.

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

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_  
(as to City)

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

Title: \_\_\_\_\_

The Palms Hotel Owners Association, Inc.  
d/b/a The Palms Oceanfront Hotel

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(as to Hotel)



**Public Safety Committee  
9:00am, Monday, February 3, 2020  
City Hall Conference Room  
1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

Present: Council Members Buckhannon, Ward, Pounds

Staff Present: Administrator Fragoso, Asst. City Administrator Hannan, Chief Cornett, Chief Graham, Director Kerr

**2. Approval of previous meeting's minutes – January 13, 2020**

Council Member Pounds made a motion to approve the previous meeting's minutes, and Council Member Ward seconded the motion. The motion passed unanimously.

**3. Citizen's Comments – none**

**4. Old Business**

**A. Update on the safety camera at Breach Inlet**

Chief Cornett reported on a recent meeting with Technology Solutions. They are testing a cell phone-type data system they recommend, and a hard deadline for installation will be presented at next month's meeting.

**B. Update on the purchase of the 75' ladder truck and refurbishment of the 95' ladder truck**

Chief Graham reported the 75' ladder truck is in New York. She, along with three other members of the Fire Department, will travel to New York for an inspection and training next week. The truck is expected to be in service at the end February-beginning of March.

The 95' ladder truck is currently in Florida and is expected to be in service in June.

**C. Discussion of Police and Fire Department's FY21 scheduled capital expenditures**

Administrator Fragoso reviewed the scheduled capital expenditures for both departments with Committee members.

**5. New Business**

**A. Discussion of implementing paid parking on the designated public beach parking zones**



Administrator Fragoso reported on a recent meeting with SCDOT to clarify their position on paid parking and what would be required of the City to implement paid parking. She said further consideration by the full City Council is needed before moving forward. Committee members briefly discussed the impact of paid parking on residents.

**B. Discussion of enforcement of encroachments in the right-of-way**

Council Member Buckhannon asked for clarification on the City's policy regarding enforcing right-of-way encroachments. Administrator Fragoso explained that while the City has the authority to enforce encroachments on the public rights-of-way, they have encouraged voluntary compliance and allowed residents to produce a SCDOT encroachment permit. She noted that tickets are rarely issued. Further guidance is needed from City Council on the issue as any stronger enforcement of blocked rights-of-way will be dealt with consistently across the island.

Director Kerr added that the Planning Department uses the Certificate of Occupancy as leverage on new construction to ensure there are no encroachments onto public rights-of-way. He said he does not have any legal authority to enforce the removal of encroachments. Administrator Fragoso said residents have expressed frustration over the City not doing more to enforce encroachments consistently. Director Kerr and Chief Cornett said that the State law regarding encroachments into public rights-of-way is very specific and allows the City to remove them.

**MOTION: Council Member Ward made a motion to suspend the rules of order and allow Dr. Jim Smiley to speak to the Committee. Council Member Pounds seconded the motion. The motion passed unanimously.**

Dr. Smiley asked why the issue regarding encroachments is being debated. He said allowing encroachments encourages new encroachments. He also added that it would be helpful if the Police Department would keep complainants aware of how an issue is being handled, adding there seems to be confusion as to what department should be dealing with encroachment issues.

**C. Presentation of the 1033 Military Surplus Program**

Chief Cornett explained the advantages of participating in the 1033 Military Surplus Program. Administrator Fragoso said this program allows the City access to more expensive equipment that could be used in emergency situations. As there are specific rules for the use of the equipment, the Police Department will develop a policy for whatever equipment is acquired.

**MOTION: Council Member Ward made a motion to reorder the agenda so that consideration of the request for an exemption to the noise ordinance on November 7, 2020 could be discussed next. Council Member Buckhannon seconded the motion. The motion passed unanimously.**

**D. Consideration of a request for an exemption from the noise ordinance during a Veterans and First Responder Blessing Ceremony on November 7, 2020**

**MOTION: Council Member Ward made a motion to approve the request for an exemption from the noise ordinance during a Veterans and First Responder Blessing Ceremony on November 7, 2020. Council Member Buckhannon seconded the motion.**



Chief Cornett noted that blanks must be used in the 21-Gun Salute.

**VOTE: The motion passed unanimously.**

E. Consideration of resolution authorizing the consumption of beer and wine at the Front Beach Festival on March 7, 2020

**MOTION: Council Member Ward made a motion to approve a resolution authorizing the consumption of beer and wine at the Front Beach Festival on March 7, 2020. Council Member Pounds seconded the motion. The motion passed unanimously.**

F. Consideration of a Failure to Stop on Police Command ordinance

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

G. Discussion of pedestrian crossing at Palm Boulevard and the IOP Connector

Chief Cornett reported that several residents expressed concern about the safety of crossing over the IOP Connector going from City Hall towards the Harris Teeter. Pedestrians are signaled to walk across the roadway, but drivers still have the ability to turn left, creating a dangerous situation. After speaking with SCDOT he said that an all-stop pedestrian crossing creates a 41-second delay in traffic moving, which could create traffic issues in the summer. He added that SCDOT would like a letter from the City Council supporting the request before moving forward.

**MOTION: Council Member Ward made a motion to present this recommendation to the full City Council. Council Member Buckhannon seconded the motion. A vote was taken as follows:**

Ayes: Ward, Buckhannon

Nays: Pounds

**The motion passed.**

H. Update on the Public Safety Building relocation process

Administrator Fragoso gave a brief update on the relocation process for the Public Safety staff. She said the City will begin noticing the public about the move and new location of the Public Safety offices 2-3 weeks before the move is complete.

I. Consideration of award of a contract to Munnerlyn Pyrotechnics in the amount of \$25,000 for the July 4<sup>th</sup> 2020 fireworks show

**MOTION: Council Member Ward made a motion to approve the award of a contract to Munnerlyn Pyrotechnics in the amount of \$25,000 for the July 4<sup>th</sup> 2020 fireworks show. Council Member Pounds seconded the motion.**

Administrator Fragoso said this is the same company that has been used in past years and their contract renewal had expired. An RFP was issued, and Munnerlyn Pyrotechnics was the only respondent. Chief Graham said she has requested the same shooter as last year.

**VOTE:        The motion passed unanimously.**

**6.        Highlights of Departmental Reports**

**A.        Fire Department – Chief Graham**

Chief Graham gave a brief review of the calls for service and monthly activities of the Fire Department.

**B.        Police Department – Chief Cornett**

Chief Cornett reported only one significant arrest in January. He also said that the accreditation process will be discussed in future Committee meetings.

**7.        Miscellaneous Business**

The next meeting of the Public Safety Committee will be on Monday, March 2, 2020 at 9:00am.

**8.        Adjournment**

Council Member Ward made a motion to adjourn, and Council Member Pounds seconded the motion. The motion passed unanimously, and the meeting was adjourned at 10:24am.

Respectfully submitted,

Nicole DeNeane  
City Clerk

January 13, 2020

SPECIAL WAIVER REQUEST FOR THE NOISE ORDINANCE OF  
THE CITY OF ISLE OF PALMS, SC RELATING TO RENDERING OF  
MILITARY HONORS

I organized the Blessing of Veterans and First Responders at St. Mark's Lutheran Church, 300 Palm Blvd., Isle of Palms on Saturday, November 9, 2019. In advance of the event I checked with Isle of Palms Police Chief, Kevin Cornett if I would have permission to have a Military Honor Guard render a 21-gun Salute during the event.

Chief Cornett informed me that there is a city-wide noise ordinance and we would be in violation of it if we did render the 21-Gun Salute during the Blessing ceremony. He suggested, along with Mayor Jimmy Carroll, that I begin the process to request a permanent waiver for future Blessing ceremonies we hope to have that would allow us to render the 21-Gun Salute as a portion of the Blessing ceremony.

We would notify the city and Police Department well in advance and we would only fire the weapons with blanks for the 21-Gun Salute during the ceremony once per year. Usually the ceremony will be near or on Veterans Day.

I am currently planning for the Veterans & First Responder Blessing ceremony at the church to be held on Saturday, November 7, 2020.

Therefore, I am very respectfully requesting to receive a permanent waiver for this one-time annual event to provide the 21-Gun Salute only during this

ceremony annually.

Very Respectfully,

The Rev. Phillip E. Clark, Pastor/Event Organizer

St. Mark's Lutheran Church

300 Palm Blvd.

Isle of Palms, SC 29451



**PUBLIC WORKS COMMITTEE**  
**5:00pm, Thursday, February 6, 2020**  
**City Hall Conference Room**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

Present: Council members Pounds, Smith, and Streetman

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

**2. Approval of the previous meeting's minutes – January 16, 2020**

Council Member Streetman made a motion to approve the minutes of the January 16, 2020 meeting, and Council Member Smith seconded the motion. The motion passed unanimously.

**3. Citizen's Comments**

**MOTION: Council Member Pounds made a motion to suspend the rules of order and move the discussion of the item under New Business to occur after Citizen's Comments. Council Member Streetman seconded the motion. The motion passed unanimously.**

Rick Roberts, 2305 Waterway Boulevard, came before the Committee to request their consideration to relocate the drainage pipe on his property to allow for more buildable space on the lot he split in 2016. Drawings of the proposed move were reviewed.

**4. New Business**

**Consideration of approval of relocation of City-owned drainage easement at 2305 Waterway Boulevard.**

Administrator Fragoso detailed the process this request would go through if approved.

Director Pitts and Assistant Director Asero indicated they had no concerns with Mr. Robert's request. Director Pitts stated similar requests have been granted in the past.

**MOTION: Council Member Streetman made a motion for conceptual approval of the project design with the understanding that the City would hire an engineer to review the proposed plans, the property owner would pay for the cost of the relocation, and the City would review the abandonment of the old easement before granting the new easement. Council Member Smith seconded the motion. The motion passed unanimously.**

**5. Departmental Reports**

Director Pitts gave a brief report. Assistant Director Asero reviewed the January activities report including ongoing drainage assessments, improvements, and maintenance as well as facilities maintenance, and landscaping and cleaning efforts on the IOP Connector, public rights of way and City parks. He also shared a picture of a building in Mt. Pleasant the City is considering as a model for the outside of the Public Works building. Administrator Fragoso said staff is collecting pricing on paint and landscaping for the project. She anticipates the IOP Connector and Palm Boulevard sidewalk extension project to be completed within a month.

**6. Old Business**

**A. Updates on Phase III Drainage and small internal projects**

Administrator Fragoso said, “We are still waiting on Wild Dunes’ approval for access so that the surveyors can do the jurisdictional delineation to submit to the Corps to identify exactly where they are going to stop claiming jurisdiction. For the small drainage projects, we have submitted the jurisdictional delineation...[The Corps] has already indicated there is no intention of claiming jurisdiction for the small drainage projects, which makes it simpler for the Phase III Drainage Project. After we receive that go-ahead from the Corps, we need to get an encroachment permit from SCDOT for the five small drainage projects. We also need to get a permit from MPDES. We are not anticipating any issues. Mainly procedural. And then after that we will be ready to go for bidding and then start construction.” She said her goal is to get the small drainage projects done by the end of the fiscal year.

She added, “The timeline for the Phase III Drainage project is looking like we may get permits by the end of this year. Fall, and we would be ready to go into construction in the winter for Phase III.”

She shared that the mitigation costs for the Phase III Drainage project may increase the cost of the project by approximately \$200,000 depending on what the Army Corps of Engineers says.

**B. Update on drainage project on Ocean Boulevard between 1<sup>st</sup> and 3<sup>rd</sup> avenues**

Administrator Fragoso reported that there will be a pre-construction meeting next week and project schedules will be discussed at that point with the County, City, and subcontractor.

**C. Update on ongoing drainage assessments, improvements, and maintenance**

Council Member Smith asked about the Tabby Lane project, and Administrator Fragoso said that is being covered by SCDOT.

**D. Update on improvements to the multi-use path on Waterway Boulevard**

Administrator Fragoso said the application is being worked on. She has received 5-6 letters from citizens in support of this project. She will seek more support through social medial channels.

**E. Consideration of renewing the beach garbage collection contract**

Administrator Fragoso said City staff recommends renewing the contract with JLG Enterprise for 5 years with a renewable option, if that is the will of the Committee. She reviewed the schedule of services provided in the contract. She noted the contract has flexibility regarding pickups built in depending on weather and demand. Council Member Smith asked if there would be negotiating room in the contract should alternative trash receptacles and recycling options be found. Administrator Fragoso said she believed the contract to be negotiable, but that more labor-intensive requirements may necessitate financial adjustments. She said she would speak to the City Attorney about including such language in the contract.

**MOTION: Council Member Streetman made a motion to renew the contact with JLG Enterprises for 5 years. Council Member Smith seconded the motion. The motion passed unanimously.**

**F. Discussion and review of the Public Works FY21 scheduled capital expenditures**

Administrator Fragoso reviewed the scheduled capital expenditures planned for FY21. As the placeholder amount for the work needed on the multi-use path is now two years old, more monies may need to be set aside for the project in case the City is denied TST funding. Council Member Smith advocated having the entire path improved at one time rather than done in phases.

When asked about replacing the flatbed trucks, Director Pitts said, “The replacement flatbed has been deferred the last three years, and should the budget go through and this new flatbed be purchased, I would advocate we do the same thing as I have done with this old packer is keep it” until it “falls apart.”

**7. Miscellaneous Business**

The next meeting of the Public Works Committee will be Thursday, March 5, 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 5:53pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**RECREATION COMMITTEE**  
**5:00PM, Monday, February 10, 2020**  
**City Hall Conference Room**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

Present: Council members Smith, Popson, and Moye

Staff Present: Director Page

**2. Approval of the Previous Meeting's Minutes – January 13, 2020**

Council Member Streetman made a motion to approve the minutes of the January 13, 2020 meeting, and Council Member Moye seconded the motion. The motion passed unanimously.

**3. Citizen's Comments**

Susan Stabine, 20 22<sup>nd</sup> Avenue, spoke to the Committee on behalf of the island swim team in favor of a community swimming pool. She reported that the team will be partnering with Oyster Point for swim meets. She said that pool is just short of being official size, so she is not sure how long their membership in the local swim team league will be allowed. The island swim team has approximately 140 members, and she anticipates that number increasing significantly after joining with Oyster Point.

**MOTION: Council Member Moye made a motion to reorder the agenda to allow discussion of the pool following Citizen's Comments. Council Member Smith seconded the motion. The motion passed unanimously.**

**4. Old Business**

**A. Discussion about adding a community swimming pool at the Recreation Center and update on the Citizen Advisory Board**

Director Page reported that five people have applied to be a part of the Citizen Advisory Board. The application process closes on February 28, and the applications will be brought to the Committee for consideration. After the Advisory Board has been selected, they will seek community input about the pool via the survey developed by staff. They will then compile that data and share it with the Recreation Committee.

Council Member Moye shared a conversation he had with Rick Ferencz, the Chairman of the Planning Commission, who said the Planning Commission acts like the "R&D wing" of the City and could help with the efforts surrounding the pool.



**5. Departmental Reports – Director Page**

Director Page gave a broad review of the current activities of the Recreation Department. A brief discussion of the “Family Time” on Sunday afternoon ensued. Director Page said she would speak with Administrator Fragoso and Attorney Copeland about appropriate wording for advertising this time.

Director Page also reported that she has researched the prior pool referendum and has been unable to find anything as of yet. She will continue her research.

**6. New Business**

**B. Review of Recreation Department’s FY21 budget capital expenditures**

Director Page reviewed the Recreation Department’s FY21 budget capital expenditures with Committee members. Regarding the Recreation Department software upgrade, Committee members requested pricing information for 2-3 additional software packages. Director Page noted that RecTrack is used by Mt. Pleasant and City of Charleston recreation departments. She agreed the purchase could be postponed until FY22 so that accurate information could be gathered.

Director Page shared plans about a potential brick path project that would allow citizens to purchase engraved bricks, which would help pay for the project. She has also applied for grant funding to help reduce the expense. Committee members discussed a proposed outdoor bodyweight training area and decided they would need more input from the community about the need for such an area before they could endorse the project.

**7. Miscellaneous Business**

The next meeting of the Recreation Committee will be Monday, March 2, 2020 at 5:00pm.

**8. Adjournment**

Council Member Moyer made a motion to adjourn, and Council Member Popson seconded the motion. The meeting adjourned at 6:19pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**PERSONNEL COMMITTEE**  
**9:00am, Wednesday, February 12, 2020**  
**City Hall Conference Room**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to order**

Present: Council members Moye and Streetman, Mayor Carroll

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, HR Officer deGroot

**2. Approval of the previous meeting's minutes – January 14, 2020**

Council Member Streetman made a motion to approve the minutes of the January 14, 2020 meeting, and Mayor Carroll seconded the motion. The minutes were passed unanimously.

**3. Citizen's Comments**

Elizabeth Campsen, 32 Intercoastal Court, spoke to the Committee about the discussion of a cost-of-living increase. She said she believes that City employees are the City's most important resource but wondered if there has been enough of an increase in budget revenues to add a cost-of-living increase back into the budget.

**4. Old Business**

**A. Consideration of applications to fill vacancy in Planning Commission**

Administrator Fragoso reported that staff reached out to previous applicants to the Planning Commission about their interest, and one person replied by sending in a resume. That person has also been asked to fill out the online application. Council Member Moye reported that Rick Ferencz, Chairman of the Planning Commission, expressed the importance of having someone who lives in Wild Dunes and also someone who likes to do research as that is often a necessity for their work. Committee members would like schedule interviews the second week of March so that they can make their recommendation to City Council at their March meeting.

Council Member Moye shared that when speaking with Chairman Ferencz they spoke about how the Planning Commission could help with the pool initiative. Administrator Fragoso reviewed the advisory role of the Planning Commission to the City Council.

**B. Review of General Government's FY21 capital expenditures**

Administrator Fragoso reviewed the capital expenditures for the General Government and Building departments.

**5. New Business**

**A. Discussion of re-instating a cost-of-living adjustment for employees**

Mayor Carroll spoke strongly in favor of a cost-of-living adjustment for City employees, noting that the Public Safety department is a training ground for officers as they are often lured away to larger departments. Council Member Moye expressed concern about the compounding effect of a cost-of-living adjustment on the budget long term. Committee members engaged in a lengthy discussion about the pros and cons of cost-of-living adjustments and merit increases.

Administrator Fragoso said she is looking into the costs of a wage & compensation study to help analyze job descriptions and pay ranges. She expressed concern about Council's willingness to enact any recommendations put forth by the study. Recommendations from a 2007 study were not implemented and caused a drop in morale at the time. Mayor Carroll reported that employees have told him they believe City Council is more interested in building a pool than compensating employees. Council Member Moye said he would like to see staff competitively and fairly compensated.

**B. Discussion of establishing a longevity increase adjustment**

Administrator Fragoso said this idea was discussed with the Personnel Committee last year and no action was taken. This type of adjustment would be for employees who have reached the top of their pay range and are no longer eligible for pay increases. HR Officer deGroot said that three people would have been eligible last year and more will be eligible this year. Committee members agreed that eligibility should also include scoring 4 or higher on their annual evaluations. Administrator Fragoso said this could be one of the recommendations included in the wage & compensation study.

**6. Miscellaneous Business**

The next meeting of the Personnel Committee will be Tuesday, March 3, 2020 at 9:00am.

**7. Adjournment**

Mayor Carroll made a motion to adjourn, and Council Member Streetman seconded the motion. The meeting was adjourned at 10:06am.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**REAL PROPERTY COMMITTEE**  
**5:00pm, Thursday, February 13, 2020**  
**City Hall Conference Room**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

Present: Council members Buckhannon, Bell and Popson

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Chief Graham, Asst. Director Asero

**2. Approval of previous meeting's minutes – January 15, 2020**

Council Member Bell made a motion to approve, and Council Member Popson seconded the motion. The minutes were approved unanimously.

**3. Citizen's Comments**

Michael Fiem, owner of Tidal Wave Watersports, said he was surprised to see the outpouring of support for Tidal Wave at the recent community meeting about the marina. He requested the City move forward with flat-lease negotiations so that he can plan for the season. He also asked why the City would not consider sole sourcing for this lease.

**MOTION: Council Member Bell made a motion to reorder the agenda to speak about the extension of The Palms Hotel parking agreement following Citizen's Comments. Council Member Popson seconded the motion. The motion passed unanimously.**

**4. New Business**

**A. Consideration of extensions of The Palms Hotel parking agreement for use of the municipal parking lot**

Administrator Fragoso gave a brief history of the use of the parking lot. She said the agreement with The Palms Hotel expires this month. She recommends amending and extending the agreement for another year and to include an auto-renew option unless The Palms is otherwise notified. The possibility of the City raising weekend parking rates was discussed, and she said the rate change effect should also be in the contract.

**MOTION: Council Member Bell made a motion to renew the existing parking agreement with The Palms Hotel to include an auto-renew option and subject to rate change. Council Member Popson seconded the motion. The motion passed unanimously.**

5. **Old Business**

A. **Update on Public Safety Building rehabilitation project and consideration of approval of the third phase of the contract for construction**

Chris Burrell of Trident Construction and Arnie McClure of Design Build came before the Committee to present some options for the Public Safety Building rehabilitation project. At current projections, the project will come in \$160,383 over budget. Options discussed included adjusting the front and rear entryways as well as the coating inside the apparatus bay. Both Mr. Burrell and Administrator Fragoso said this over-budget estimate does not take the builder's or the City's contingency into consideration.

Mr. Burrell recommends the second option presented which would simplify the front entry way with a flat roof awning. Administrator Fragoso said that Mr. Burrell and Mr. McClure would come before the Ways & Means Committee next week to make a similar presentation.

**MOTION: Council Member Bell made a motion to recommend Scope Adjustment Option 2 with an alternate for the additional portico and to include a drop-dead date for any final decisions needed. Council Member Popson seconded the motion. The motion passed unanimously.**

Administrator Fragoso said the contract will be ready to execute the contract the day after the February 25 City Council meeting.

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

Administrator Fragoso reported the City is working with the restaurant owners through their due diligence period and are currently discussing a parking plan agreement.

C. **Update on beach nourishment permit modification**

Administrator Fragoso reported, "For Breach Inlet, the City requested a modification to the 2018 nourishment permit to allow for dune restoration along a small section of Breach Inlet. That permit is out for public comment through OCRM. The modification requests permission from OCRM to scrape roughly 6,000 cubic yards of sand from the accreting shoals of Breech Inlet and form a dune. Those properties have no dune protection. It has been eroding significantly over the past few months, and this would restore that dune along roughly 1900 linear feet of shoreline. As you all know, this is a project that is being coordinated with the property owners. The City is facilitating the permit, and they are paying for the dune restoration. All that information is online under our beach renourishment timeline."

D. **Update on permitting for marina docks and dock currently leased to Tidal Wave Watersports**

Administrator Fragoso said, "We are in the same position as we were last month. We got the OCRM permit, waiting for the Army Corps. Every time we reach out, they say it is just a matter of writing the permit for the marina dock rehabilitation project." She added, "The geotechnical work was completed today, I believe, and it will be about two weeks before they send the report

to ATM, so we should be ready to go out for bids this summer and start construction after Labor Day.”

Regarding the dock leased to Tidal Wave Watersports, she said, “So public comment period was over. It did not receive any public comment. Now it is just the OCRM staff going through, and they have not reached out to us with any questions. We think that they might, but we have not received anything yet. Again, the same process as the marina permit. Once it has gone through OCRM, it will go to the Army Corps. But nothing new on those two items.”

**E. Discussion of future use of the dock currently leased by Tidal Wave Watersports**

Council Member Buckhannon said online comments regarding the future use of the marina dock close tomorrow, and they will be combined and evaluated with the feedback received during the community meeting about the marina.

**5. New Business**

**B. Discussion of landscaping and hardscaping improvements to Front Beach area and Leola Hanbury Memorial Park**

Administrator Fragoso and Asst. Director Asero shared plans for the landscaping and hardscaping improvements at the Leola Hanbury Memorial Park and the front beach area. City Staff is working with the Garden Club on the Leola Hanbury Memorial Park. Asst. Director Asero shared pictures of new tables and chairs to be installed at the front beach area. The front beach project should be completed prior to the start of the beach season. Additional landscaping and lighting plans will be phased in.

**MOTION: Council Member Bell made a motion to approve the projects as presented by City staff and for them to move forward without exceeding \$15,000 in expenses. Council Member Popson seconded the motion. The motion passed unanimously.**

**C. Discussion of tide gauge and water level monitoring system program**

Administrator Fragoso said the City is part of a pilot program in collaboration with the South Carolina Beach Advocates and other communities. Installing a tide gauge on the Isle of Palms will increase the number of gauges in the area to 3 to help provide real-time water-level data and possibly improve the tide forecasting. The cost to the City is \$500. The location is still yet to be determined, but the Isle of Palms Marina dock is a likely spot. It is expected to be installed this month.

**D. Review of the Front Beach, Beach Maintenance, and Marina FY21 capital expenditures**

Administrator Fragoso reviewed the FY21 capital expenditures in the front beach, beach maintenance, and marina areas of the budget to include the modifications from yesterday’s budget workshop.

**E. Discussion of improvements to Waterway Boulevard sidewalk**

Council Member Buckhannon said he asked for this on the agenda as the sidewalk is City-owned property and therefore under the purview of the Real Property Committee. Administrator Fragoso said staff has been spray painting areas along the pathway that could be tripping hazards. The City will know in October whether or not they will receive TST funding to repair the pathway.

**6. Miscellaneous Business**

The next meeting of the Real Property Committee will be Wednesday, March 4, 2020 at 5:00pm.

**7. Executive Session – none needed**

**8. Adjournment**

Council Member Bell made a motion to adjourn, and Council Member Popson seconded the motion. The meeting was adjourned at 6:03pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Accommodations Tax Advisory Committee  
12:00pm, Wednesday, February 12, 2020  
Council Chambers  
1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

Present: David Nelson, Susan Haynie, Malcolm Burgis, Sally Leydic-Mulig, Rusty Williamson

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Treasurer Suggs

**2. Approval of Previous Meeting's Minutes – October 17, 2019**

Mr. Burgis made a motion to approve the minutes of the October 17, 2019 meeting, and Ms. Haynie seconded the motion. The minutes passed unanimously.

**3. Citizen's Comments -- none**

**4. Financial Statements – Debbie Suggs**

Treasurer Suggs stated there is \$2.3 million in the ATAX fund balance. She reviewed where the monies have been spent to date, noting a \$270,000 payment due soon to the Charleston Visitors Bureau.

Administrator Fragoso asked Board members their feelings on continuing to fund the holiday light displays, and they agreed this is a worthwhile expense. Additional lighting in the front beach area was briefly discussed.

**5. Old Business -- none**

**6. New Business**

**A. Consideration of sponsorship request from Joe Bergstrom and Lynn Pierotti in the amount of \$66,500 for an app for locals and visitors to discover the island and book activities and services**

This item was deferred until the next meeting at the request of Mr. Bergstrom.



**B. Consideration of sponsorship request from the City of the Isle of Palms in the amount of \$2,000 for the purchase of reusable bags for visitors to encourage beach cleanup while visiting the IOP beach**

Administrator Fragoso showed the Board members a bag currently being distributed by the Town of Sullivan's Island as part of their branding and marketing efforts to educate the public on their new laws regarding clean beaches. The City's request for \$2,000 will buy 500-700 similar bags for the Isle of Palms' efforts to encourage people to clean up the beach and after themselves when leaving the beach. Board member suggested the bags be available at the Public Safety and Recreation buildings as well as City Hall.

**MOTION: Mr. Nelson made a motion to approve the City's request for \$2,000 to purchase reusable bags, and Mr. Burgis seconded the motion. The motion passed unanimously.**

**C. Consideration of sponsorship request from Lucky Dog Publishing in the amount of \$4,000 for advertising in *SIP* magazine and *Island Eye News* paper**

Lynn Pierotti came before the Board requesting \$4,000 for advertising in *SIP* magazine and the *Island Eye News* to help educate tourists on the new clean beach laws on the Isle of Palms. He shared a mock ad and referred to the previous ad run for the City in a past edition of the magazine and newspaper. The full-page ad in *SIP* will appear on the inside back cover, and the newspaper ad will run on page 3 of the *Island Eye News* for 11 weeks beginning on May 24.

**MOTION: Mr. Burgis made a motion to approve the request for \$4,000, and Mr. Williamson seconded the motion. The motion passed unanimously.**

**7. Miscellaneous**

The next meeting of the ATAX Board will be on Tuesday, April 7 at 11:00am.

**8. Adjournment**

Mr. Burgis made a motion to adjourn, and Ms. Haynie seconded the motion. The meeting adjourned at 12:29pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**BOARD OF ZONING APPEALS**  
**Tuesday, February 4, 2020**  
**4:30pm, City Hall Conference Room**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to order**

Present: Glenn Thornburg, Elizabeth Campsen, Arnold Karig, and Douglas Kerr,  
Director of Planning

Absent: Carolyn Holscher, Pete Doherty

**2. Minutes**

Mr. Kerr noted that the address of 37 Harnett Boulevard was incorrect, and he would check it and correct the minutes. Ms. Campsen made a motion to approve the minutes as modified, and Mr. Karig seconded the motion. The amended minutes were approved unanimously.

**3. Swearing In**

There being no one present for either application, Mr. Thornburg did not swear anyone in.

Mr. Karig made a motion to grant a continuance to both applicants until they can be present at the regular March meeting. Ms. Campsen seconded the motion. The motion passed unanimously.

**4. Miscellaneous Business**

Mr. Thornburg inquired about the election of Chair and Vice Chair as it was postponed from the January meeting. Director Kerr said that because it is not on the published agenda, it will need to be postponed until the March meeting. Director Kerr also said the annual legal briefing will be given at the next meeting.

**5. Adjournment**

Mr. Karig made a motion to adjourn, and Ms. Campsen seconded the motion. The meeting was adjourned at approximately 4:35pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Planning Commission  
4:30pm, Wednesday, February 12, 2020  
City Hall Conference Rom  
1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to Order**

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

**2. Citizen's Comments – none**

**3. Approval of Previous Meeting's Minutes – January 8, 2020**

Mr. Mills made a motion to approve the minutes of the January 8, 2020 meeting, and Mr. Denton seconded the motion. The minutes passed unanimously.

**4. Report of meeting between City Personnel Committee Chair Council Member John Moye and Rick Ferencz, 3pm, 1/31/2020 at 4 Seahorse Court**

Mr. Ferencz reported that he and Council Member Moye discussed the needs of the Planning Commission with regards to the vacancy. He told Council Member Moye that he would like to see a more streamlined process by which the Planning Commission receives projects from City Council. They also discussed ways in which the Planning Commission could help with the research needed for the pool initiative.

**5. New Business**

**A. Review of Comprehensive Plan**

Commissioners decided to let it be known that the Comprehensive Plan has been reviewed as required by State law and then complete an update after the 2020 Census data becomes available in the Spring of 2021.

**6. Miscellaneous Business**

**A. Update on drainage planning**

Director Kerr said that permits for the larger Phase III drainage project are being worked on and the permits for the small projects are ready for submission. He said the City Council began discussions on how they want to move forward on the drainage issue in its entirety in today's budget workshop. They will continue to discern if they want to continue doing the project in pieces or issue a bond to complete the project all at once.

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

Director Kerr said there is no update on the MOU with the Water & Sewer Commission, but that a Governance Committee has been formed to work more closely with the City moving forward.

He also reported that the recently passed ordinances regarding sewer hookup has had a “very real effect” on house size.

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

Director Kerr reported that he gave a presentation to City Council last month on the recommendations of the Planning Commission regarding short-term rentals on the island. He said there will be a First Reading of the new ordinance at February’s meeting, followed by a Public Hearing in March, and then the Second Reading at the March City Council meeting.

He also shared the short-term rental software should be fully operational soon.

**5. Adjournment**

Ms. Safford made a motion to adjourn, and Mr. DiGangi seconded the motion. The meeting was adjourned at 5:41pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk

ORDINANCE 2020-\_\_

AN ORDINANCE AMENDING TITLE 9, OFFENSES, CHAPTER 5, OFFENSES INVOLVING PUBLIC SAFETY OFFICERS

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

WHEREAS, The Isle of Palms Council believes it is imperative to take action to assist our Public Safety Officers in the enforcement of its ordinances and state law;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 5, to add a section that makes it unlawful to flee from a public safety officer under certain conditions.

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 9, OFFENSES, CHAPTER 5, OFFENSES INVOLVING PUBLIC SAFETY OFFICERS, SHALL BE AMENDED TO READ AS FOLLOWS:

**CHAPTER 5: OFFENSES AGAINST PUBLIC SAFETY OFFICERS.**

**Sec. 9-5-1. - Assaulting or resisting public official or police officer.**

No person shall assault, resist, hinder, oppose, molest or interfere with any officer or employee of the City, of any department or board of the City or of any officer or employee of the Police Department in the discharge of official duties.

(Code 1994, § 9-5-2; Ord. No. 1981-10, 11-11-1981)

**Sec. 9-5-2. - False reports or complaints to Police Department.**

No person shall knowingly make or file or cause to be made or filed a false or misleading report, allegation or complaint with the Police Department.

(Code 1994, § 9-5-2; Ord. No. 1981-10, 11-11-1981)

**Sec. 9-5-3. - False alarms.**

(a) No person shall make, or cause to be made with intent to deceive, any false alarm by means of the fire alarm system, public or private alarm system, telephone or by any other means of communication.

(b) No person shall willfully make or cause to be made any false call or request for police, fire protection or ambulance response.

(Code 1994, § 9-5-3; Ord. No. 1993-9, 10-26-1993; Ord. No. 1996-17, 10-22-1996)

**9-5-4. – Fleeing to evade arrest or detention.**

(a) If a person knows that his immediate arrest or detention is being attempted by a duly authorized law enforcement officer, it is the lawful duty of such person to refrain from fleeing, either on foot or by means of any vehicle of conveyance.

(b) In order for this section to apply, the law enforcement officer must be:

- 1) Attempting to effect a lawful arrest as defined by the Code of Laws of South Carolina, 1976, as amended; or
- 2) Attempting to detain the person because the law enforcement possesses reasonable suspicion to believe that the person is or may have been involved in criminal activity. This reasonable suspicion must be derived from circumstances known to the officer and can be supported by articulable facts.
- 3) Additionally, the officer must by visible or audible means, have identified himself as a law enforcement officer and ordered the person to stop.

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 second reading.

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

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Jimmy Carroll, Mayor

(Seal)

Attest:

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

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

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

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

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

Resolution N: R-2020-\_\_\_\_\_

*Authorizing Consumption of Beer and Wine Only at  
the Front Beach Festival on March 7, 2020*

WHERE AS, the City of Isle of Palms Recreation Department is hosting the 2020 Front Beach Festival on Saturday, March 7, 2020 on Ocean Boulevard between 10th Avenue and Pavilion Drive; and,

WHERE AS, the City of Isle of Palms Recreation Department is requesting permission for the temporary closing and use from 7:00 a.m. and 9:00 p.m. of Ocean Boulevard between 10th Avenue and Pavilion Drive for set up, clean up, and staging of the event to be held on Saturday, March 7, 2020 from 2:00 p.m. to 9:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 2:00 p.m. to 7:00 p.m.; and for crowd control; and,

WHERE AS, it has been determined that such an event would be in the public interest;  
NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020, that possession and consumption of beer and wine beverages is authorized on Ocean Boulevard between 10th Avenue and Pavilion Drive between the hours of 2:00 p.m. and 7:00 p.m. on Saturday, March 7, 2020; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 7:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to a stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed in the area. All other traffic including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, golf carts, LSVs, except police and fire LSVs, is prohibited; and,

BE IT FURTHER RESOLVED that during the designated times the closed portion of Ocean Boulevard is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Section 7-2-1 shall not apply as to the possession and consumption of beer and/or wine beverages only.



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City Administrator

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Mayor

ATTEST:

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City Clerk