City Council
6:00 p.m., Tuesday, August 22, 2023
Council Chambers
1207 Palm Boulevard
Isle of Palms, South Carolina

Public Comment:
All citizens who wish to speak during the meeting must email their first and last name, address, and topic to Nicole DeNeane at nicoled@iop.net no later than **3:00 p.m. the business day before the meeting.** Citizens may also provide public comment here: https://www.iop.net/public-comment-form

Agenda

1. **Introduction of meeting** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
   a. Invocation b. Pledge of Allegiance c. Roll Call

2. **Citizen's Comments** – All comments will have a time limit of three (3) minutes. Public Comments submitted via online form [Pgs. 3-6]

3. **Special Presentations**
   a. Presentation of new City employees – Janice Ladd
   b. Recognition of Isle of Palms Police Department officers for their response, investigation and arrests made related to the April 7th shooting
   c. Presentation of new City initiative: Citibot, a Citizen Engagement Solution – Bratton Riley

4. **Approval of previous meetings' minutes**
   a. City Council Meeting – July 25, 2023 [Pgs. 7- 14]
   b. Special City Council Workshop – August 8, 2023 [Pgs. 15-24]
   c. Committee meeting minutes [Pgs. 25-35]

5. **Old Business**
   a. Presentation and discussion of noise study conducted by the Wild Dunes Sweetgrass Inn [Pgs. 36-43]
   b. Consideration of proposal from RML Acoustics to provide acoustical consulting related to noise ordinance [Pgs. 44-47]
   c. Update on minor dune repair project between 114 and 304 Ocean Boulevard

6. **New Business**
   a. Discussion of Beach Reach ridership for summer 2023
   b. Approval of Mutual Benefit and Use Agreement with Ashbritt, Inc. for emergency debris removal services [Pg. 48]
   c. Approval of Isle of Palms Fire Department joining mutual aid agreement with the Charleston Metro Marine Unit [Pgs. 49-53]
   d. Appointment of Captain Jeff Swain to the Grievance Committee

e. Consideration of recommendation from the Administration Committee to appoint Culver Kidd as City Prosecutor [Pgs 54-62]
f. Approval of drainage easement between 16 and 18 25th Avenue [Pgs. 63-67]
g. Approval of purchase of Ford SUV Police Vehicle - $48,626 (state contract) [FY24 Budget, Capital Projects Fund, Police Department, $52,000] [Pgs. 68-69]
h. Approval of purchase of Dodge Durango Police Vehicle - $41,790 (state contract) [FY24 Budget, Muni ATAX Fund, Police Department, $52,000] [Pg. 70]
i. Approval of purchase of Dodge 1500 Animal Control - $40,167 (state contract) [FY24 Budget, Hospitality Tax Fund, Police Department, $48,000] [Pg. 71]
j. Approval of purchase of Dodge 1500 Code Enforcement Vehicle - $37,413 (state contract) [FY24 Budget, State ATAX Fund, Police Department, $46,000] Vehicle for new Code Enforcement position [Pgs. 72-73]
k. Approval of replacement of 6 Mobile Data Terminals (MDTs) for Fire Department - $36,000 [FY24 Budget, General Fund, Fire Department, IT Equipment, Software & Services, $36,000] [Pg. 74]
l. Approval of purchase of overhead fans for apparatus bay at Fire Station 1 in an amount of $65,025 [FY24 Budget, Capital Projects Fund, Fire Department, Building Maintenance,$124,620] [Pg. 75]
m. Approval of recommendation from the ATAX Committee of a grant of $5,000 for the VFW to repair beach walkway [Pgs. 76-83]
n. Approval of change order to ATM contract in the amount of $48,600 for bidding and construction administration of the public dock rehabilitation project [Pgs. 84-87]
o. Approval of sole source contract in an amount of $135,000 to National Fitness Court for outdoor fitness court at the Recreation Center [Pgs. 88-101]
p. Discussion of new parking reconfiguration alternative for the Intracoastal side of the marina [102-182]

7. Boards and Commissions Report

a. Board of Zoning Appeals – no meeting in August
b. Planning Commission – no meeting in August
c. Accommodations Tax Advisory Committee – no meeting in August
d. Environmental Advisory Committee – no meeting in August

8. Ordinances, Resolutions and Petitions

a. **Second Reading** – None
b. **First Reading** – None
c. **Resolutions and Proclamations**
Proclamation to declare August 31, 2023 as the “Debbie Schimsa Suggs” Day [Pg. 183]

9. Executive Session – In accordance with the Freedom of Information Act to receive legal advice related to potential claims that could arise from beach erosion. Council may take action on matters discussed in Executive Session upon returning from Executive Session.

10. Adjournment

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from July 22-August 18, 2023

Date Submitted	Name	Address	Comments for Council Meeting	Meeting This Comment is Intended For:
8/7/2023	Glenda Nemes	3006 Cameron Blvd., Iop, South Carolina 29451	To all Council members for public comment: I am writing this Aug. 7, 2023 to illustrate the frustrating lack of police enforcement of the Quality of life ordinances. This incident occurred at 3008 Cameron Blvd. perpetrated by Short Term Renters yesterday and today. Officer Sanders was the policeman responding today to my call about a car parked in the lane of traffic again after doing so all yesterday. The owner was asked yesterday to move this same car out of the lane of traffic, I believe by Beach Patrol and laws explained. The owner was staying at 3008 Cameron Blvd, a house licensed to sleep 12 and have 6 cars parked on the property. It had 6 cars in driveway so this renter decided to just park 7th car in the lane of traffic, I add without a resident sticker or pass as well. There are at least 4 signs posting this information in the area. And State traffic laws say you don't park in a lane of traffic. I had called in to police dispatch and said the car was maybe a Silver Volvo sedan but I really could not see it because a tree was blocking my view. I then proceeded to sit on my front step to see the completion of the removal of the unsafely parked car. Officer Sanders came in the opposing lane and zoomed by the car so I called out, ran toward the street and point to the car. He then stopped and backed up and told me he was looking for a VOLVO! I don't know how he could not have seen the silver car in the lane of traffic. I had told dispatch to tell the responding policeman that this was the second day/time the owner had been approached by police representative. Then I told the officer in person about the 2 incidents. Sanders said all Coms were down but there would not be a record of yesterday anyway. Sanders said he would have no way of knowing this was the second offense as he didn't work yesterday! He was full of reasons to not accept responsibility for a second call. He said dispatch did not tell him that either. But I just told him so now he knows. He knocked on the STR door and politely asked the person who answered to move the car. The door person said owners was in the shower and only going to leave the car there a little while longer. Office Sanders said OK!!! Officer Sander left and wrapped up the call with nothing being done. I asked the officer if he could explain a few things to me before he left.	City Council

			First it was state traffic law, the second day this had been done, the person did not have a residential sticker, and the owner made no attempt to comply when the officer came. Officer Sanders said it was OK to park in the traffic lane on a street that was 'not busy'. Now we all know Cameron Blvd. if a main artery for walkers, golf carts, skateboarders, bicycles, joggers, strollers, many service vehicles, and cars, and even a safe road to the Rec. Center. Many days I can hardly get around the many service and construction vehicles who park on Cameron and 30th to leave my own neighborhood—Which this illegally parked car was being allowed. There were 4 service vehicles also stopped in my same block. A golf cart had completely stopped because it could not get around those vehicles. And the officer allowed the silver car to sit.The Officer Sanders agreed i would probably get a ticket if I did the same in front of my house. He recognized also that the car did not have a resident sticker and was attached to a rental house. He also said despite the residents asking and Council instructing more enforcement of Quality of Life Ordinances, he had final determination. He clearly said to me that they were breaking IOP laws but he could use his own judgement to overrule the ordinances and not do anything more and that was what he was doing, despite our conversation. He asked me what I thought he should do and I said to issue a citation for illegal and unlawful parking. This would perhaps stop the blatant(remember the same renter was told nicely yesterday not to park in the street) ignoring of our laws that provide safety and preserve some quality of life for our residents. I wish I had recorded what the officer said. You just would not believe his utter lack of respect for the law and resident's rights over the way he chose to do nothing for the second offense. This has happened again and again to me in my 6 years of living here. Frankly this is a leadership problem of the Police Department in my opinion and many other residents agree with me. So Council, get this under control. Please inform our Police Chief that residents want enforcement of quality of life and safety and STR ordinances on this Island. We want community preserved. We want quality of life restored.	
			The problem as I have said many times is not necessarily STR businesses but our lack of enforcement. We have the laws to keep control but the Police are not instructed to enforce them. If we enable renters to abuse residents, it enables the problem. Thank you and I hope Council is listening to the residents and going to act swiftly and with certainty to manage the problem through the Police Department as well as Code Enforcement.	

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from July 22-August 18, 2023

8/7/2023	Mrs Terri Haack	Lowe/Wild Dunes Resort, 5757 Palm Blvd, Isle of Palms, South Carolina 29451	Good afternoon and my name is Terri Haack and I represent the owners of Wild Dunes Resort. Thank you for your continued efforts on behalf of the citizens of Isle of Palms. On the 8/8/23 workshop agenda is an item relating to STR's and new recommendations from the Planning Commission. 2. Require a minimum of two nights stay, excluding hotels. The Commission believes that this could reduce one-night party events. Please consider the STR's within the core of Wild Dunes Resort and the accommodations within the proximity to the Boardwalk Inn and Sweetgrass Inn. Many of these STR's are used to accommodate group guests, in a hotel type arrangement, yet, in a privately-owned unit. Particularly consider the current STR licenses active at Residences at Sweetgrass and the Boardwalk homes and villas. A two-night minimum would be very difficult to manage from the perspective of group contracts and ultimately reduce the number of group room nights and the corresponding ATAX revenue to the city of IOP. Terri Haack Thank you.	City Council
8/4/2023	Richard A. Nemes	3006 Cameron Blvd, Isle of Palms, South Carolina 29451	My wife and I moved to IOP 6 years ago ant at the same time sold our Edisto Beach vacation rental home and reinvested in a rental home on IOP as our business and source of income in our retirement years. I am simply asking that Council add to the STR Cap Ordinance that existing 6% vacation rental owners have the ability to transfer their rental license when selling the property and that new Owners have the ability to renew. Otherwise, IOP is removing our right to sell our business to another business investor/owner by limiting their right to a rental license. Thank you, Richard A. Nemes 3006 Cameron Blvd	City Council

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from July 22-August 18, 2023

########	Mrs. Christine Zamboki	2804 Waterway Blvd, Isle of Palms, South Carolina 29451	Hello City Council Members and Mayor, My name is Christine Zamboki, my husband and I have lived on Isle of Palms since 2013. We currently live on the corner of 29th Ave and Waterway Blvd, we have lived at this residence since 2017. The past two years we have seen an increase in car, truck/boat, construction vehicles utilizing Waterway Blvd to make it to their destination. Some data to share with City Council: -On July 27th (from 7:00 a.m.-9:00 a.m.) I counted 88 vehicles pass our house on Waterway. *Most were traveling more than 25mph. -33 vehicles passed on the 29th ave side during the same. -The only sidewalk on the left side of Waterway Blvd had 23 walkers/runners, 12 people walking a dog, and 12 bike riders. -Of the 47 people using the Waterway sidewalk...17 crossed the street at the 29th & Waterway. 36% of total walkers used the 29th & Waterway street to cross onto 29th to either go to the park/dog park/or continue their outdoor adventure. Based on the amount of traffic, I would like to propose that we gather more surveying data from city council to make safety changes to the 29th & Waterway intersection? Proposals could include a 4-way stop or a painted crosswalk with lights, or a speed hump with crosswalk. The recreation center hosts summer camps, soccer, and many more activities where families are crossing from the only sidewalk onto 29th...at this time it is not always safe to cross and we would like to propose gathering more data and make a plan. Thank you for your consideration,	Public Safety Committee

CITY COUNCIL MEETING
6:00pm, Tuesday, July 25, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to order**

Present: Council members Hahn, Bogosian (via Zoom), Streetman, Anderson, Popson (via phone), Miars, Pierce, and Mayor Pounds

Absent: Council Member Ward

Staff Present: Administrator Fragoso, Director Kerr, City Attorney McQuillin, various department heads

2. **Citizen's Comments**

Randy Bell expressed his preference for Council to have passed the ordinance as presented in the citizen-initiated petition rather than have the matter go to referendum. He also expressed concern about Council's "failure to address IOP business licensing requirements for the commercial district." He expects there to be high voter turn out at this election and believes that Council members up for re-election will be called to task for not listening to the residents.

Terri Haack, speaking on behalf of the Wild Dunes Resort, said that second homeowners, STR owners, and commercial operators of condohotels have no representation in the recently presented petition to limit short-term rentals. The Resort strongly opposes a cap on short-term rentals unless Council carves out the existing condohotels on Front Beach and the residents of the Sweetgrass Inn. They encourage "the proponents of the petition to seek a compromise for the good of the community." She said an executive summary of the recently completed sound study would be provided to the City next week. Council Member Pierce asked if the City could receive the whole study, and Ms. Haack said she would discuss that at a meeting later in the week.

Al Clouse's comments are attached to these minutes.

Edward Fitzpatrick's comments are attached to these minutes.

3. **Special Presentations**

4. **Approval of previous meetings' minutes**

A. City Council Meeting – June 27, 2023
B. Special City Council Workshop – July 11, 2023

DRAFT

C. Special City Council Meeting, Executive Session – July 11, 2023
D. Special City Council Meeting, STR Cap Petition – July 11, 2023

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

5. **Old Business**

A. **Presentation and consideration of FY24 CARTA Budget**

Andrea Kosloski of CARTA gave an overview of the FY24 CARTA Budget, noting the budget will change before October 1, 2023 as they have received a $26 million discretionary grant that will be used to purchase electric busses and replace the Carter Super Stop on Rivers Avenue. She spoke about some of the efforts of the new bus contractor. She reported there have been 475 riders on the Beach Reach shuttle so far, and they anticipate exceeding last year's ridership. She shared that the riders are surveyed and there are many tourists from the surrounding hotels using the shuttle. They have received positive feedback. Issues surrounding last year's route have been resolved.

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

B. **Presentation of the final Drainage Master Plan by Davis & Floyd**

Michael Horton of Davis & Floyd shared the changes made to the Drainage Master Plan since the original presentation at the May City Council Workshop. He shared the list of suggested projects making up the Capital Improvement Plan, a list of 16 projects totaling $48.7 million. Additionally, he reviewed a list of recommendations for scheduled maintenance which included the addition of an Adopt-a-Drain program and the implementation of an online reporting system. He detailed the recommended changes to the City Code that will be addressed by the Planning Commission in the near future.

Council Member Anderson requested the Executive Summary provide more detail so that it could act as a standalone document for the public to easily review.

Director Kerr said next steps include staff thoroughly reviewing the plan and returning to City Council with recommendations on how best to approach the suggested Capital Improvement Plan. He mentioned that Public Works has already begun to work on the project at Merritt Boulevard.

Mayor Pounds asked if the entire system would work better with thorough cleaning, and Mr. Horton said no as it would not alleviate the flooding issues.

Council Member Pierce noted that approximately half of the suggested projects could be done for $1.5 million and he suggested seeking funding for the rest.

Director Kerr said the proposed development standards would go to the Planning Commission for further review and prioritization of the projects would go through the Public Services & Facilities Committee.

6. **New Business**

A. **Approval of repairs to Caterpillar for debris collection in the amount of $32,000 [FY24 Budget, General Fund, Public Works, Vehicle Maintenance - $127,000]**

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

B. **Approval of replacement SUV for Recreation Department in the amount of $47,573 [FY24 Budget, Recreation Department, Muni ATAX, $36,000]**

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

C. **Discussion of timing of special election for short-term rental cap referendum**

Mayor Pounds said the Board of Elections has confirmed the signatures on the citizen-initiated petition. City Attorney McQuillin said that the referendum question will appear on the November ballot.

Administrator Fragoso added, "The question that will be placed on the ballot will be the question that was presented in the petition. The entire ordinance is too long to include in the ballot. So the plan that the Election Commission has put forward is have a copy of the ordinance to be hand-delivered to each voter as they register, but the actual ballot will only ask the question as it's read in the ordinance to limit short-term rental investment business licenses to 1600."

7. **Boards and Commissions Reports**

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

8. **Ordinances, Resolutions, and Petitions**

A. **Second Reading**

i. **Ordinance 2023-11 to clarify that statements of candidacy for Mayor and Councilmembers can be filed at City Hall**

MOTION: Council Member Pierce made a motion to approve and waive the reading, and Council Member Streetman seconded the motion. The motion passed unanimously.

Administrator Fragoso said, "The City staff will receive the statements of candidacy and then we are required to provide an update to the Election Commission every afternoon. So we will be doing that for the two weeks where we will have the filing period."

B. **First Reading – none**

C. **Resolutions and Petitions**

Resolution 2023-07 – Safety Resolution

MOTION: Council Member Pierce made a motion to approve and waive the reading, and Council Member Streetman seconded the motion. The motion passed unanimously.

9. **Executive Session**

MOTION: Council Member Streetman made a motion to move into Executive Session according to South Carolina Code Section 30-4-70(a)(2) to receive legal advice protected by attorney/client privilege concerning proposed settlement of Case 2020-CP-10-04486. Council Member Pierce seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 6:52pm.

City Council returned from Executive Session at 7:05pm. Mayor Pounds said no decisions were made.

MOTION: Council Member Miars made a motion to approve the settlement agreement brought to City Council "regarding the Gandolfo case and to accept the undisclosed amount of money that will be paid by the defendant in that case to the City." Council Member Hahn seconded the motion. The motion passed unanimously.

10. **Adjournment**

Council Member Hahn made a motion to adjourn, and Council Member Streetman seconded the motion. The meeting was adjourned at 7:05pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Submitted by Al Clouse

City Council Meeting 7/25/23; Clouse Comments (Meeting No. 17 since 4/13/2022) regarding Noise Ordinance; Nuisance.

Requesting for the **eleventh (11th)** time (twice in writing) to provide us written assurances regarding enforcement of **§ 9-2-5 (b)(c). "Amplified Music"** is unlawful and the core of the very nuisance which has been created.

Reviewing Mrs. Anderson's letter dated June 16, 2023 to SC Ethics Commission; containing "relevant information" regarding her explanation on conflicts of interest when addressing the noise ordinance, we found material facts not disclosed to the Ethics Commission. We believe the missing material facts will alter the "informal opinion" previously issued by said Commission.

What are the missing material facts? Public Safety Meeting April 13, 2022 when asked " what can you do the help us" Mrs. Anderson, Chairperson responded "we will get back to you". Mrs. Anderson was negligent in never contacting us. Email to Mayor Pounds and Council dated June 12, 2023: "We contend Mrs. Anderson has a conflict of interest regarding the proposed Noise Ordinance, as it relates to the resort and WDCA. As you are aware, Mrs. Anderson's spouse, Mr. Jim Anderson, is the current President of WDCA. Mrs. Terri Haack, SVP and a shareholder of Lowe, is a WDCA board member, controlling twenty (20) percent voting rights. On March 4, 2023 Debbie Stanley, then presiding President of WDCA, publicly acknowledged they do not have a fiduciary or moral obligation to help us regarding the resort's noise violations; carving us out of their empire".

Mrs. Anderson, we respectfully request you readdress this issue to the Ethics Commission disclosing the above additional material facts. Actually Mrs. Anderson, your lack of disclosure and transparency, validates our case.

June 30, 2023 at 1:24 PM, called IOP Police regarding an **amplified** band at the Sweetgrass. Inquiring about the disposition of the call, Chief Cornett responded it was a "founded complaint"; "no ticket issued". So I ask you, how can we not issue a ticket to a habitual offender of the noise ordinance? This administration needs to quit focusing on wearing white hats. We need to quit worrying about a noise ordinance violation being heard by the SC Supreme Court. Question: In the past five (5) years, how many noise violations resulted in a trial? We are not condoning being irresponsible or disrespectful of the laws. We are condoning issuing tickets to those who violate the law. Let's issue the ticket and let a judge worry about the interpretation of the current noise ordinance. It will never get that far!

On July 21, 2023 we emailed all of you a video dated May 22, 2018 validating Former City Council Member Randy Bell's comments at our June 27, 2023 City Council Meeting. A picture is worth a thousand words. The resort told the council exactly what they wanted to hear! What is the reason the resort did not honor their commitment? Where is the accountability? Based on the resort's Sins of the Past, how can we rely on their commitments in the future?

Re: [EXTERNAL] CONFLICT OF INTEREST: MRS. JAN ANDERSON

From: awclouse@yahoo.com (awclouse@yahoo.com)

To: jan.anderson@iop.net; jimanderson.253@gmail.com; thaack@lowe-re.com; ppounds@iop.net

Cc: spierce@iop.net; jbogosian@iop.net; jward@iop.net; kmiars@iop.net; rstreetman@iop.net; bhahn@iop.net; roxbc29@yahoo.com; vbkraus@aol.com; george.knab@gmail.com; liliensrobert@gmail.com; sgreiman@csa.canon.com; nwiemann@comcast.net; desireef@iop.net; kcornett@iop.net; dkerr@iop.net; rforsythe@iop.net; caroliop@bellsouth.net; kpopson@iop.net; tuckerl@mindspring.com; a1bookworm@bellsouth.net; lkutcher@gmail.com; francisfamily1@outlook.com; rickbradley@outlook.com; theboard@wilddunesowners.org; carolynf@wilddunesowners.org; davek@wilddunesowners.org; bconnelly@convoglaw.com; tony@taxsearchinc.com; njs29451@gmail.com; nrreid@hotmail.com; edward.fitzpatrick@faegredrinker.com; thepublicationsspecialist@gmail.com; lynn@luckydognews.com

Bcc: [redacted]

Date: Monday, June 12, 2023, 08:24 AM EDT

Mayor Pounds a/k/a Phil:

Thank you for your email dated June 1, 2023. This email is in compliance with the "24 hour Rule".

My response is as follows:

Actually, **§ 37-109 (B)** has everything to do with City Council. It demonstrates a clear simple approach defining and administrating a conflict of interest. The irony is the **Law Enforcement Training Council** holds its members to a higher standard than the **Ethics Act** you cited. We contend Mrs. Anderson has a conflict of interest regarding the proposed Noise Ordinance, as it relates to the resort and WDCA. As you are aware, Mrs. Anderson's spouse, Mr. Jim Anderson, is the current President of WDCA. Mrs. Terri Haack, SVP and a shareholder of Lowe, is a WDCA board member, controlling twenty (20) percent voting rights. On March 4, 2023 Debbie Stanley, then presiding President of WDCA, publicly acknowledged they do not have a fiduciary or moral obligation to help us regarding the resort's noise violations; carving us out of their empire.

Phil, let's practice the **KISS** principle; we request a written opinion from the South Carolina Attorney General to resolve this issue. Please understand, I am far from the only person who believes Mrs. Anderson has a conflict. However, I am the person who is saying what needs to be said.....in plain blue collar english. We need a validation. Prove us wrong. This only helps Mrs. Anderson.

History with Mrs. Anderson

My first presentation regarding the noise from the Hyatt Sweetgrass Inn to Public Safety Committee ("PSC") Meeting was on April 7, 2022. After handing out several documents to all committee members and administrators, I presented our situation. After my presentation, I requested to Mrs. Anderson, Chairperson, "what can you do to help us". Mrs. Anderson stated, "we will get back to you". Subsequently, Mrs. Anderson never contacted us. On August 23, 2022 we present to City Council regarding the noise issue. I publicly ended with: "Mrs. Anderson, on April 7, 2022, you stated you would get back to us regarding our situation. Mrs. Anderson, you never got back to us. We are still waiting to hear from you Mrs. Anderson".

We were immediately contacted by three (3) Council Members: Mr. Pierce, Mr. Bogosian; subsequently Mr. Ward after returning from a trip ; all concerned regarding our situation and wanting to help. All the above members made site visits to fully understand our situation.

"Only one person is complaining!"

Please let me remind you, my actions represent six (6) other residents. I have discontinued identifying them by

name when I present to council, due to the three (3) minute time constraint. Yes, I am accountable for talking slower than the average bear.

What if I were the **"only one person"**? What is everyone's mindset? Are the issues being addressed as if I am a one (1) man band, or a band with multiple members? Does one (1) person not have rights?

Noise Ordinance § 9-2-5; Enforcement (lack thereof); Nuisance

We have a well documented history of dialing **843-886-6522 (per the direction of Lt. Robert Forsythe),** never using "the 911 service", which is alleged by Mr. Jack Smith of Nelson Mullen, the resorts legal counsel, in his letter to Mrs. Fragoso dated May 8, 2023. Our activity commenced in early 2021 regarding noise violations at the Hyatt Sweetgrass Inn. Actually, evolving into a first name basis with a couple of the dispatchers over time (Jane and Bobby). Our understanding is there were no citations issued in 2021. Also, we understand, for whatever reason, our calls were not tracked; eliminating a historical data base. During 2022 we continued calling regarding the noise issues at the Hyatt Sweetgrass Inn. Finally, five (5) citations were issued at "The Concert from Hell" on November 4, 2022. I called five (5) times in thirty (30) minute intervals. Demonstrating the resorts defiance to the IOP law enforcement. So, over forty (40) calls in the Sweetgrass's first twenty (21) months of existence resulted in five (5) citations. The math does not work.

Phil, unfortunately, the above lack of enforcement, on your watch, has resulted into a Nuisance, compliments of the IOP Administrators. Or, in layman's terms, we had an infected pimple we did not want to attend to; which turned into an infected boil.

Mayor Pounds--MIA

Phil, as you will recall, I called you out at the May 9, 2023 Council Meeting for not reaching out to us regarding the noise issues; an easy five (5) minute walk from your residence. After fifteen (15) months of presenting to City Council, you have been **MIA.** Do not understand. Or, maybe I do understand.

We respect your political philosophy, however, we are very far from Camelot. All of your Pillars will not sustain themselves unless they are supported by solid substantial footings, which we build first.

My philosophy is to hit problems head on; not run the other way, hoping they will disappear; they never do. The greatest grandiose plan will fail if not properly executed. We need buy-in to the plan and execution of same. And, we need boots on the ground to make sure we understand the situation because history demonstrates distortion at 30,000 feet.

The number one (1) process in identifying a problem is to define the cause; then we reduce the problem to a situation.

This would be a great case study for Harvard Business School and/or the Freshman Class of Academic Magnet High School.

Phil, please do not tell me how my feet feel until you have walked in my shoes for ten (10) miles.

Respectfully,

Al Clouse, IOP Citizen
3 Grand Pavilion Dr.
Isle of Palms, SC 29451
317-201-5168

HELLO, I AM ED FITZPATRICK. MY WIFE AND I ARE OWNERS OF A SECOND HOME AT 15 OCEAN POINT IN WILD DUNES WHICH WE BUILT IN 1999. I AM ALSO A LITIGATION ATTORNEY WITH OVER 40 YEARS OF EXPERIENCE HANDLING COMPLEX CIVIL LITIGATION.

I AM HERE TODAY BECAUSE OF MY CONCERNS ABOUT THIS COUNCIL'S HANDLING OF THE PENDING LITIGATION BROUGHT BY THE WILD DUNES RESORT IN AN ATTEMPT TO INVALIDATE LAWFULLY PASSED ZONING ORDINANCES.

THE RESORT'S ARGUMENT IS THAT IT HAS A VETO RIGHT OVER THE ISLE OF PALM'S ZONING AUTHORITY BECAUSE THE RESORT IS THE 'SUCCESSOR' TO THE ORIGINAL DEVELOPER OF WILD DUNES AND A ZONING APPLICATION SUBMITTED BY THAT ORIGINAL DEVELOPER TO ESTABLISH A PLANNED RESIDENTIAL DEVELOPMENT OR PRD IS A 'CONTRACT' WHICH ISLE OF PALMS BREACHED BY ENACTING THE ZONING ORDINANCES IN QUESTION.

I HAVE REVIEWED THE COURT FILINGS AND NOTE THAT YOU HAVE RETAINED EXPERIENCED ATTORNEYS WHO HAVE CORRECTLY DENIED THAT THE 1975 PRD IS A CONTRACT AND HAVE RAISED MULTIPLE AFFIRMATIVE DEFENSES TO THE RESORT'S CLAIM. IN MY VIEW, IOP HAS A WINNER.

MY CONCERN IS THAT YOU WILL SETTLE THE LAWSUIT IN SUCH A WAY AS TO SET A BAD PRECEDENT FOR FUTURE ZONING DISPUTES AND GIVE THE RESORT RIGHTS WHICH NO OTHER IOP PROPERTY OWNER HAS.

THE RESORT CLEARLY THREATENED THE FILING OF THIS LAWSUIT AND THE RESULTING LEGAL EXPENSE IN AN ATTEMPT TO GET LEVERAGE IN THE ZONING NEGOTIATIONS. YOU SHOULD NOT GIVE IN TO THOSE KINDS OF THREATS.

MY CONCERNS ABOUT A PREMATURE SETTLEMENT BY THIS COUNCIL ARE REINFORCED BY WHAT PAST COUNCILS HAVE DONE WHEN NEGOTIATING WITH THE RESORT. IN THE 2016 PRD AMENDMENT, THE THEN COUNCIL MISSED THE RESORT ATTORNEY'S INCORRECT REFERENCE TO THE PRD AS A 'CONTRACT' AND IN 2018 NEGOTIATIONS REGARDING THE SWEETGRASS INN DEVELOPMENT, THAT COUNCIL FAILED TO INCLUDE REQUIREMENTS TO GUARANTEE THE RESORT'S COMPLIANCE WITH THE NOISE, PARKING AND TRAFFIC VERBAL REPRESENTATIONS THAT THE RESORT MADE TO THE COUNCIL DESPITE THE CONCERNS RAISED BY RESIDENTS.

IN SHORT, LET YOUR ATTORNEYS DO THEIR JOB. YOU HAVE A WINNER. DON'T GIVE THE RESORT ANY DIFFERENT RIGHTS THAN ANY OTHER IOP PROPERTY OWNER.

SPECIAL CITY COUNCIL MEETING -- WORKSHOP
5:00pm, Tuesday, August 8, 2023
24 28th Avenue, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to order**

Present: Council members Bogosian, Miars, Popson, Anderson, Ward, Streetman, Pierce, and Mayor Pounds

Absent: Council Member Hahn

Staff Present: Administrator Fragoso, Director Kerr, various department heads

2. **Citizens' Comments -- none**

3. **Special Presentations**

Presentation of options for new City Logo – Andrew Barton

Mr. Barton presented two concepts for a new City logo and Council members provided feedback on changes they would like to have considered.

4. **Dashboard of City Operations**

Administrator Fragoso said there has been little financial activity just one month into the new fiscal year. There have been 6,383 calls for service year-to-date in the Police Department which is higher than 2021 and 2022. The number of court cases, not including parking tickets, has doubled this year. Of the 256 calls for service for the Fire Department, 96 were EMS calls, 24 calls the department received automatic aid, and the department provided aid for 13 calls.

The Building Department has issued 1,767 short-term rental licenses with 32 pending.

There are two vacancies in the Police Department, not including the 7 open BSO positions, 4 open paramedic positions, and 1 opening for a CDL driver in Public Works.

Council Member Pierce asked that the one-page short-term rental report be a part of the meeting packet each month.

5. **Departmental Reports** – in the meeting packet

6. **Strategic Plan Policy Initiatives and Priorities**

DRAFT

A. **Livability**

i. **Discussion of recommendations from the Planning Commission regarding City's short-term rental program and related policies**

Director Kerr reviewed the four recommendations from the Planning Commission regarding short-term rental policies. The Planning Commission recommends the adoption of policies limiting the occupancy of newly constructed and substantially reconstructed homes to 8, requiring a minimum two-night stay in all short-term rentals except hotels, requiring the inclusion of the short-term rental license number in all advertising, and allowing homeowners to rent out a single room in their homes.

He also said that clearer definitions as to what constitutes a strike against a rental license are needed in the code. Administrator Fragoso said that it is important to have that codified in City Code should a revocation ever become necessary. A brief discussion ensued about revocation processes in other municipalities.

Council members agreed that the inclusion of the short-term rental license in all advertising is administrative in nature and can be implemented quickly and easily. Council members discussed the other recommendations but agreed that it would be better to have a conversation with the Planning Commission to better understand their reasoning behind the recommendations. A standalone meeting of the City Council and the Planning Commission will be scheduled to further discuss the recommendations.

ii. **Discussion of initiatives being pursued with Explore Charleston with the City's 30% of State Accommodations Tax revenue for tourism promotion**

Mayor Pounds said the Tourism Management and Community Enrichment Plan will cost approximately $30,000 and the Walkability Study will cost approximately $50,000.

Administrator Fragoso said the tourism management process and plan will be modeled after the plan used by the City of Charleston. The development of the plan will include a community survey, listening sessions, focus groups, and the formation of a large committee that will be tasked with "developing recommendations to bring to Council for tourism management, livability, and facilitate our conversation with the community and Council." She said Council members may be asked to consider 1-2 people they would consider nominating for this committee.

Council Member Ward asked if that committee will consider an alternative DMO. Mayor Pounds said the CVB will come to City Council and provide a post-season debriefing to get feedback on their initiatives. He will also have City Attorney McQuillin discuss the State law surrounding DMOs.

Council Member Pierce asked to see the Tourism Management Plan used by the City of Charleston to better understand the objectives of this initiative. He would also like to discuss more tangible ways in which the 30% funds can be spent on the island.

Council Member Streetman reminded Council members of the output from the ATAX Task Force that resulted in the job share of the PR & Tourism Coordinator position. That task force also suggested continuing City Council support of the IOP Chamber of Commerce and pushing the State legislature for changes in the uses of the 30% funds. He said he believes the pursuit of a new DMO is premature.

Administrator Fragoso said the goal of the walkability study would be "to look at the connectivity, accessibility, just the closeness of key destinations on the island to make sure that we are providing a more livable and sustainable environment." The study will identify where new infrastructure needs to be implemented or existing infrastructure enhanced to promote walkability.

She anticipates completing the RFP for this project in the next month or two. Council Member Bogosian spoke in support of the study and suggested working with the CVB to implement the recommendations of the plan using the 30% funds.

B. **Environmental**

C. **Public Services**

i. **Approval of Mutual Benefit and Use Agreement with Ashbritt, Inc. for emergency debris removal services**

Administrator Fragoso said this City is part of the Charleston County Emergency Debris Removal contract. The contract is activated when there is a named storm and assigns resources to the City based on its needs. This contract "would be an insurance policy to allow the City to activate this same contract for the City in the event that we have a storm but it is not a named storm and an emergency disaster has not been declared, which is the component that would trigger Charleston County activating this contract which we are a part of."

ii. **Discussion regarding Isle of Palms Fire Department joining mutual aid agreement with Charleston Metro Marine Unit**

Administrator Fragoso said this agreement will formalize the Fire Department's membership in the Charleston Metro Marine Unit.

iii. **Report of newly approved policy on residential sprinklers by the IOP Water & Sewer Commission**

Director Kerr thanked Chief Oliverius and Fire Marshall Stafford for their efforts in providing the IOP Water & Sewer Commission the needed information about dual-purpose systems that led to a change in their policy to permit them in residential homes. Historically, the Water & Sewer Commission had not permitted them due to liability concerns if the water was shut off due to non-payment. He said this change will lead to safer housing stock.

D. **Personnel**

Appointment of Captain Jeff Swain to the Grievance Committee

The appointment of Captain Jeff Swain to the Grievance Committee will fill the position left vacant by the retirement of Norma Jean Page.

E. **Other items for discussion**

Discussion of acceptance of drainage easement between 16 and 18 25th Avenue

Director Kerr explained that the City has been maintaining this space without an easement. Both homeowners would like the City to continue maintaining this area. A surveyor was hired to map the easement, and the homeowners are requesting the City to accept the easement.

7. **Financial Review**

A. **Financial Statements and Project Worksheets**

Director Hamilton said all funds are where they should be for this point in the fiscal year. The City has approximately $39 million in cash, $17 million of which is restricted. The City earned 5.42% interest on its deposits in July. She is preparing for the auditors to be here in September.

She reported that the City received a FEMA award grant in the amount of $161,000 covering the costs of debris cleanup from Hurricane Ian. Administrator Fragoso said those monies were deposited into the Disaster Recovery Fund.

There has been no change in the Municipal ATAX receipts, but the City received the 4th quarter payment of State ATAX in the amount of $919,000, which is 7% ahead of 2022. Hospitality Tax is 18% ahead of last year due to a full year of operation of Islander 71 and the Sweetgrass Inn.

Director Hamilton thanked Director Suggs for postponing her retirement date to train her.

8. **Procurement**

A. **Approval of vehicle replacements and purchases for Police Department**

i. Ford SUV Police Vehicle - $48,626 (State contract) [FY24 Budget, Capital Projects Fund, Police Department, $52,000]

ii. Dodge Durango Police Vehicle - $41,790 (State contract) [FY24 Budget, Muni ATAX Fund, Police Department, $52,000]

iii. Dodge 1500 Animal Control – $40,167 (State contract) [FY24 Budget, Hospitality Tax Fund, Police Department, $48,000]

iv. Dodge 1500 Code Enforcement Vehicle - $37, 413 (State contract) [FY24 Budget, State ATAX Fund, Police Department, $46,000] – Vehicle for new Code Enforcement position

Administrator Fragoso explained these vehicles are budgeted expenses. Three of them are replacement vehicles, and the fourth is for the second Code Enforcement Officer.

B. **Approval of replacement of 6 Mobile Data Terminals (MDTs) for Fire Department - $36,000** [FY24 Budget, General Fund, Fire Department, IT Equipment, Software & Services, $36,000]

Administrator Fragoso explained these MDTs are budgeted expenses.

C. Approval of overhead fans for apparatus bay at Fire Station 1 in an amount of $65,025 [FY24 Budget, Capital Projects Fund, Fire Department, Building Maintenance, $126,620]

Administrator Fragoso explained these fans are budgeted expenses. She referenced the sole source memo in the packet as this company is the only manufacturer of these fans.

D. **Report of emergency expenditure in the amount of $19,250 for island wide debris removal assistance due to equipment failure**

Administrator Fragoso reported this expense came as a result of equipment failure last month. New equipment will not arrive until January. The rental equipment remains in place and current equipment has been repaired until the new equipment arrives.

E. **Approval of recommendation from ATAX Committee of a grant of $5000 for the VFW to repair beach walkway**

Administrator Fragoso said this grant to the VFW was approved at the last ATAX Committee meeting. She anticipates another grant award to another organization following their next meeting. Council Member Pierce would like an update on ADA-accessibility at the VFW post.

F. **Approval of change order to ATM contract in the amount of $48,600 for bidding and construction administration of the public dock rehabilitation project**

Administrator Fragoso reminded City Council that they specifically did not engage ATM for this part of the project until they were ready to begin the bidding process. This project will be ready to go out for bid in mid-September.

G. **Approval of sole source contract in an amount of $135,000 to National Fitness Court for outdoor fitness court at the Recreation Center**

Director Farrell shared a video of the outdoor fitness court planned for the Recreation Center. She said the approximately 1,000 square foot space will be ADA-accessible and have a corresponding app for all users. She said this fitness court has very few maintenance needs. She anticipates being able to start this project soon and have it installed in late October/early November.

Administrator Fragoso explained, “The City’s FY24 budget includes $165,000 for this. They will offer a $30,000 credit to the City, but there will be an additional expense that will be covered within the budgeted amount of 165 for the construction of the platform that is not included.”

9. **Capital Projects Update**

Administrator Fragoso said crews are on site completing work at the 30th Avenue outfall. Extra landscaping is being added to both sides of the outfall. Work on the 36th Avenue outfall will begin right after Labor Day weekend. The RFB for the 41st Avenue project was issued by the Office of Resiliency last week. Bids will be opened at the end of August, and she hopes to present a bid to them for their approval in the selection of a contractor.

Staff is meeting with Davis & Floyd to update the Executive Summary and make final touches on the Drainage Master Plan.

Staff will be opening proposals next Friday for the engineering and permitting activities related to the Waterway Boulevard Multi-use Path Elevation project.

Having ATM engaged for the permitting work on the public dock rehabilitation project as discussed earlier in the meeting will enable them to begin work on the permits so that they are in places ahead of the bid process.

The City needs to finalize the redesign for the parking layout on the north side of the boat ramp. The Public Services & Facilities Committee discussed it today and options will be brought to the next City Council Workshop for feedback. The goal is to have an agreed upon redesign at the time the renovations to the public dock begin. The T-dock repairs will be part of the work on the public dock bidding process in September.

Staff has a kickoff meeting with ATM regarding the marina dredging project, and they are in the process of scheduling and coordinating a meeting with neighboring facilities that may want to join the City's permitting effort and or be aligned with the project.

A preliminary design of the emergency vehicle access path was presented to the Public Safety Committee earlier this month. The County has provided additional comments about the design to Davis & Floyd. The goal is to finalize the plan and go out for bid in November. The final design will be presented to Council for approval. The budgeted amount for this project is $200,000.

There is no update on beach access path improvements.

Administrator Fragoso said they are still waiting for a proposal from CS&E for the long-term, large offshore dredging project on the north side and the coordination of the Army Corps of Engineers' project at Breach Inlet.

Administrator Fragoso reminded Council of the timeline of the minor dune restoration project between 114 and 304 Ocean Boulevard. "We received the permit from OCRM for this work end of June. We also received bids from local contractors for this work second week of July. The SCPRT grant that we applied for for 50% of the construction costs has been approved by the State. We just have to execute an agreement for that work. As you all know, easement agreements were developed by our attorneys and distributed to the property owners along the project area last Monday. So far, so there are 21 properties along that area between 114 and 304. Of those 21, we have heard back from five that intend to execute the agreement and be part of the City's scope. Nine of those do not plan to execute an easement agreement with the City, but

plan to do the work and pay for themselves, and seven who have not yet responded. We have reached out to them for an update and just giving them the option."

She continued, "I think we have heard from property owners who have expressed some concerns about the need to enter into a permanent easement agreement with the City. We have been advised that that is what the City's position needs to be by our attorneys. It is an issue associated with using public funds to construct a dune on private property. The goal of the easement would be to allow the City to maintain it, repair it and protect it, and prevent the property owner eroding it or making any changes to the dune after it has been constructed by the City. We have been working for the past several weeks to try to find another solution that may be more practical. But what we are seeing across the board is consistent with what our attorneys are advising us. Other communities deal with the same issue with property owners who just don't feel comfortable permanent and perpetual easements to municipalities. And the option that is provided to them is doing the work themselves and paying for it, therefore, it is private money being used for that purpose. Or if they are not responsive or do not want to sign an agreement and do not want to pay it themselves, then they are just not included in the project, and they are skipped, which, as you all know, we have heard from our coastal engineers essentially threatens the integrity and health of the dune that we are trying to construct. But it seems like we have talked about the need of developing a consistent policy. Council Member Bogosian suggested this is something that the Administration Committee takes on, and I agree that this is something that needs to be addressed and codified. Other communities have codified, others have not. Some are a little wishy washy. Others are not. A lot of the beaches in our state are managed by the Corps. Not a lot deal with this situation like we do, and the Corps is very consistent in requiring permanent and perpetual easements for the work that they do, and oftentimes do not give municipalities even the option of having owners pay for it. They won't do a project unless they have 100% of easements from properties."

Council Member Bogosian said the City should begin preparing for the larger beach restoration now. He said, "I would really like to talk to Mac about this because I really don't understand. It seems like the old dunes were on private property as well. The ones that got washed away. I think there are other laws on the books that allow those dunes to be maintained by State through OCRM and other laws."

Administrator Fragoso spoke to the concern about property owners who do not sign an easement agreement. "That is something that we have actually discussed with our coastal engineer. On the Breach Inlet project with the Corps, it is a little bit different than other Corps projects because the purpose of this project is for their navigational use, so they are a little bit, I guess have different requirements for that. In addition, the way that this project is being designed, it looks like there is going to be around 400,000 cubic yards of sand that are going to be deposited on our beach. Sullivan's Island is going to be taking around 150,000, but the way that they are placing it on our beach it is going to be below the main high water. So it is going to be on the beach. So the purpose of that is for the water to clean out and essentially for the sand to filter before being placed, so the Army Corps may not have a need or requirement to secure easements for them to do the work because they are going to be placing that sand below main high water, which is not

within the private property. But we heard Steven indicate that his recommendation would be for the City to do a scaping project and mobilize this sand to not only create a more continuous dune south of 9th but also along the beach. So we are going to be facing the same conundrum essentially. What we are planning on doing is just communicating, once we have a meeting with the Corps and we have a better understanding about timing, to reaching to all the owners below 9th Avenue to go through this process again."

Council Member Ward asked the difference between this project and past projects. Administrator Fragoso answered, "The City did a scraping project in 2016 and 2017, and those two projects were done under an emergency order right after a hurricane, when a hurricane came, destroyed the dunes and a disaster had been declared by the State. It is different because in that time it was just a scraping project. This time we are trucking in sand, so the source is different, and it was done under an emergency order. This work is being done under a general permit. None of the properties so far meet the emergency threshold by the State. I would say though that our engineers would have advised that the City should have had a construction easement for that project as well. I think they believe it is what puts the City in the best position and protects the City in the long term. I can only speak to the conditions that were in place in 2016 and 2017 when that happened. When we have done larger projects in Wild Dunes, the City did secure agreements with the individual property owners. The difference is some of the properties down at that end, their properties lines don't extend to main high water like it does on this end. So that is another nuance that is just different from the north side."

Further discussion ensued as to the property owners who have not yet responded to the City's communications regarding the easement. Council Member Pierce suggested the City needs to be more proactive in reaching out to the property owners.

Administrator Fragoso said there will be a bid opening at the end of August for the installation of the exhaust systems in the fire stations. A RFQ for the City Hall renovations has been issued. Administrator Fragoso said this project is being approached similar to the Public Safety Building renovation project, which was a design build. They expect to get responses to the RFQ back by mid-August. Those that are determined to be qualified will make presentations to the City for consideration.

Only the fence replacement at the dog park will require City Council approval for procurement. Dominion Energy and Pike Engineering are nearly finished designing the 14th Avenue project. A final design is anticipated by the end of the month and will be used to refine construction estimates. The City will pay 50% of the project. Dominion Energy has also conducted some onsite meetings at 41st Avenue to "identify some commonalities that we can piggyback on as part of the drainage project that is starting later this year to try to minimize how many times we go out and dig to install conduit." There is no update on the SCDOT plan for Palm Boulevard. They are working on it with RK&K. She hopes to have options to present to Council and the community in the fall.

Mayor Pounds thanked staff for their work on the many projects in the works. Council Member Anderson thanked staff for their work in securing grant funds to pay for many of the projects.

10. **Legislative Report**

11. **Adjournment**

Council Member Streetman made a motion to adjourn, and Council Member Ward seconded the motion. The meeting adjourned at 7:19pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

City Council 8/8/23; Clouse Comments (Meeting No. 19 since 4/13/2022)
Regarding Noise Ordinance; Nuisance.

Requesting for the **thirteenth (13th) time** (twice in writing) to provide us written assurances regarding enforcement of **§ 9-2-5 (b)(c). "Amplified Music"** is unlawful and the core of the very nuisance which has been created.

Resort's "Sound Monitoring Executive Summary" dated July 23, 2023. As Rusty, my Man on the Street said, "we all know what it is going to tell us".

Questions: What is the reason for not receiving the full report, as previously requested by Mr. Pierce, Mr. Ward and others?

What is the reason the Executive Summary is not in the Council's packet?

What is the reason this is not on the agenda?

Where is Mrs. Haack, the absentee manager of the resort?

Lastly, Did the sound study engineers electronically tag the Cicadas and Crows for future reference?

This Summary is a sound study (a recipe for sound & disaster); not a **sound abatement study** which we requested to Mrs. Haack in November 2022. Interestingly, this demonstrates the resort was not interested in abating sound; only wants to generate more of it; legally this time.

Actually, we previously provided you a sound study dated 4/13/2022. We asked Mrs. Anderson, Chairperson of PSC, "what can you do for us"? Her response: "we will get back to you"; never did.

Yes, that's right, our sound study: The resort has violated the current noise ordinance, since March 2021. They are obnoxious, arrogant , disruptive and a major nuisance which has grossly violated our livability. This administration has allowed the nuisance to prevail; with lack of enforcement. That's our executive summary. For our full study, please refer to our previous Eighteen (18) presentations which are on the IOP YouTube channel.

Perspective: this room's dimensions are **32'4" x 39'**. Diagonally it is **50'8".**

Think of this: from this wall to this point is **25' feet**. Mrs. Williamson's property **(16 57th Ave)** is **25' feet** from the resort.

: from this corner to the hall is **62' feet**. Our property **(3 GP)** is **62'** from the resort.

May 22, 2018: resort represented they would follow all IOP noise ordinances. They have not!

The resort's mentality: build it, and they will forget what we said; must stop yesterday.

Accountability; Accountability; Accountability!!!

Folks, we can not continue to let the tail wag the dog!!

Public Safety Committee Meeting
10:00am, Tuesday, August 1, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to Order**

Present: Council members Ward and Anderson

Absent: Council Member Hahn

Staff Present: Administrator Fragoso, Director Kerr, Captain Swain, Battalion Chief Hathaway

2. **Approval of Previous Meeting Minutes – May 2, 2023**

Council Member Anderson made a motion to approve the minutes of the May 2, 2023 meeting, and Council Member Ward seconded the motion. The motion passed unanimously.

3. **Citizen's Comments**

Al Clouse's comments are attached to these minutes. Both Council members Ward and Anderson requested Mr. Clouse refrain from personal attacks in his comments.

4. **Old Business**

Council Member Ward said items B and C from the agenda will be postponed until a later meeting to give staff time to review the proposals for paid parking.

A. **Presentation and discussion of noise study conducted by the Wild Dunes Sweetgrass Inn**

Ms. Terri Haack of Wild Dunes shared some details of the noise studies conducted recently at the Sweetgrass Inn. She said, "The draft ordinance states that a violation occurs when sound readings exceed the limit continuously for a period of 30 seconds or when the sound reading exceeds the limit for less than 30 seconds but occurs more than six times within two minutes. This will take a trained person to validate the results when called to take a reading. Are we prepared to ensure that these complicated readings will be accurate? Is there another way? The red dashes on the report that I provided for you represent the highest sound level within an hour. These sound events are very short in duration and are attributable to a sundry of sources within and without the property and do not represent a violation of the noise ordinance as proposed. They give us a representation of the range of variation of the sound for all surroundings throughout the hour. In viewing the results of our study, it's important that the proposed noise

ordinance levels of 75 decibels for commercial properties, including Islander 71, remain at 75 decibels or a bit higher for amplified music. This will allow commercial properties to operate within the guidelines for the surrounding neighborhoods to be protected. This will also reduce the need to ask Council for a variation for most group activities at Sweetgrass Inn and pool area. We do want to be a good neighbor, and we respect the families who live around Sweetgrass Inn. We have taken many steps to mitigate noise from the resort pool and the sixth floor. I would encourage you to reach out to the owners of businesses on Front Beach regarding the proposed 85 decibel restriction. It is my understanding that 85 decibels may be too restrictive for some businesses on Front Beach. Adherence to this important noise ordinance in all of the proposed decibel restrictions must be enforced equally throughout the City."

Council Member Ward asked Ms. Haack to attend the next City Council meeting to share this information with the entire Council. Ms. Haack said she could come to the August 22 meeting but was unsure she could attend the August 8 meeting.

5. **New Business**

A. **Approval of vehicle replacements and purchases for Police Department**

i. Ford SUV Police Vehicle - $48,626 (State contract) [FY24 Budget, Capital Projects Fund, Police Department, $52,000]
ii. Dodge Durango Police Vehicle - $41,790 (State contract) [FY24 Budget, Muni ATAX Fund, Police Department, $52,000]
iii. Dodge 1500 Animal Control – $40,167 (State contract) [FY24 Budget, Hospitality Tax Fund, Police Department, $48,000]
iv. Dodge 1500 Code Enforcement Vehicle - $37, 413 (State contract) [FY24 Budget, State ATAX Fund, Police Department, $46,000] – Vehicle for new Code Enforcement position

MOTION: Council Member Ward made a motion to recommend to City Council the approval of the purchase of the Ford SUV. Council Member Anderson seconded the motion.

Administrator Fragoso explained the intended use of each vehicle. Council Member Ward then withdrew his motion to approve, and Council Member Anderson withdrew her second.

MOTION: Council Member Ward made a motion to recommend to City Council the approval of the purchase of all four vehicles. Council Member Anderson seconded the motion. The motion passed unanimously.

B. **Approval of replacement of 6 Mobile Data Terminals (MDTs) for Fire Department - $36,000** [FY24 Budget, General Fund, Fire Department, IT Equipment, Software & Services, $36,000]

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

C. **Approval of overhead fans for apparatus bay at Fire Station 1 in an amount of $65,025** [FY24 Budget, Capital Projects Fund, Fire Department, Building Maintenance, $126,620]

Battalion Chief Hathaway said these large fans will allow for better airflow that will help dry equipment faster and keep birds from flying around the bay.

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

D. **Discussion and approval of design of new emergency vehicle beach access at the IOP County Park**

Administrator Fragoso reminded Committee members of the impetus of this project and explained the effort to design the project has been a collaborative one between the City and the County Park staff. She shared some details of the design, and said that while some small changes are anticipated, there has been general agreement among the stakeholders on the project.

After receiving approval from City Council and PRT, she hopes to secure a contractor by November so that a Notice to Proceed can be issued in January, and the project completed prior to the start of the next beach season. She said permits would be needed if the project goes beyond the critical line, but she does not anticipate that being the case.

Battalion Chief Hathaway said the new path will hold mules, ATVs, and an ambulance.

MOTION: Council Member Ward made a motion to recommend to City Council the approval of the design. Council Member Anderson seconded the motion. The motion passed unanimously.

Council Member Ward asked Administrator Fragoso to set up a tour of the County's Command Center in North Charleston.

E. **Discussion regarding implementing safety measures on 29th Avenue and Waterway Boulevard intersection**

Referencing a recent comment submitted by a citizen who counted speeders in the area, Council Member Ward asked what could be done to make the intersection safer. Administrator Fragoso said staff recognizes it is a highly utilized area with a lot of foot traffic near the Recreation Center. Staff has been discussing the placement of a mobile speed sign there to gather more data so that they can make the proper recommendations. She reminded the Committee of the joint effort by the City and the CVB to conduct a walkability study that will identify locations for sidewalks and crosswalks to enhance the island's pedestrian infrastructure.

She said, "My recommendation would be that we put up a speed radar in that location for a few weeks, gather data, go back to SCDOT and see, according to their standards, what traffic calming measures we can consider and implement and request their approval for. And then ultimately include that specific location and make sure that walkability study looks at that

particular issue and it is included in the recommendation for the better walkability infrastructure there."

Captain Swain said that area is the second most enforced area on the island and appreciates citizens pointing out the need for additional enforcement.

Council Member Anderson suggested including the City's traffic consultant in the study of this area and timing it, the walkability study, and SCDOT's design recommendations for Palm Boulevard to encourage comprehensive solutions. She also suggested the City's traffic consultant could assist with the preparation of the RFP for the walkability study. Administrator Fragoso noted that the contractor selected for the walkability study will need to work closely with SCDOT since the State owns the roads.

6. **Miscellaneous Business**

Council Member Anderson said, "I would just like to say that if anyone has an ethics concern by anyone on City Council they are free to submit an application to the South Carolina Ethics Commission for an opinion that they can receive and present. I have submitted a record and a question to the Ethics Commission and received a response from the Commission that I have posted, and anyone else can do the same. But I will not be submitting another question at this time."

The next meeting of the Public Safety Committee will be Tuesday, September 5, 2023 at 10:00am.

7. **Adjournment**

Council Member Anderson made a motion to adjourn, and Council Member Ward seconded the motion. The meeting was adjourned at 10:53am.

Respectfully submitted,

Nicole DeNeane
City Clerk

Public Safety Committee 8/1/23; Clouse Comments (Meeting No. 18 since 4/13/2022) Regarding Noise Ordinance; Nuisance.

Requesting for the **twelfth (12th) time** (twice in writing) to provide us written assurances regarding enforcement of **§ 9-2-5 (b)(c). "Amplified Music"** is unlawful and the core of the very nuisance which has been created.

Could someone please tell me the reason we are not getting written assurances?

At CC meeting 7/25/23 we pointed out a number of missing facts Mrs. Anderson failed to disclose to the Ethics Commission regarding her conflicts of interest. We respectfully requested she readdress and disclose the missing facts to the Ethics Commission. Looking forward to an update from the Ethics Commission and Mrs. Anderson's revised letter.

Today's agenda under Old Business: The presentation and discussion of the noise study conducted by the Wild Dunes Sweetgrass Inn. Looking forward to the noise abatement implementations which are suggested in the study.

While we are on the topic, we had a noise disturbance from the Sweetgrass Friday night; called IOP Police (not using the 911 line, which we never have). There was a group under the portico having a party; we could hear the music in our house (yes, TV on/doors/windows closed). Now, a number of you in here have been to our house. The explanation we received from the officer was the group provided their own amplifier and music. The officer stated he did not issue a ticket because "it was not a resort event". The officer did tell the group to turn down their music. The officer also stated as he was leaving the hotel, another group was coming in with their amplifier. I believe he gave the group a preemptive warning. The officer was very polite when I spoke with him on the phone and I did not argue with him.

Mrs. Haack, is this a new program you are offering? Instead of the socially accepted b/y/o/b (bring your own bottle), the hotel now offers a b/y/o/a (bring your own amplifier)! Mrs. Haack, we would appreciate you performing due diligence on this issue; we do not believe you were aware of the "work around" amplified music.

To the administration: what makes the difference whether it is, or is not, an event by the resort? A noise violation (amplified music) is a noise violation. We believe the resort knows better; and if they do not, they should. The resort could not help but hear what we were hearing. They were negligent in not stopping the amplified music from the "non-resort event". Someone owned/provided, and was responsible for the amplifier; issue that person a ticket. Just as our police issue tickets to the driver of the car, not necessarily the passengers in the car.

This "non-resort event" disturbed our livability. After two and a half (2 1/2) years the resort has not learned their lesson.

WILLIAMSON
GREIMAN
LILIEN
KRAUSE
WIEMANN
KNAG

Administration Committee Meeting
8:30am, Tuesday, August 1, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to Order**

Present: Council members Bogosian, Pierce, and Streetman

Staff Present: Administrator Fragoso, HR Officer Ladd

2. **Citizen's Comments --** none

3. **Approval of Previous Meeting's Minutes** – May 16, 2023

Council Member Streetman made a motion to approve, and Council Member Pierce seconded the motion. The motion passed unanimously.

4. **Old Business** -- none

5. **New Business**

A. **Consideration of Proposals received for the City Prosecutor position**

Administrator Fragoso said five proposals were received from Culver Kidd, Joe Good, III, Carolyn Blue, Chip Cannon, and Merritt Farmer. The Committee will discuss these proposals in Executive Session.

B. **Consideration of appointment of Captain Jeff Swain to the Grievance Committee**

Administrator Fragoso explained that the opening on the Grievance Committee left by Norma Jean Page's retirement needs to be filled. Director Kerr and Director Pitts are the other members of the Committee.

MOTION: Council Member Pierce made a motion to recommend to City Council that Captain Jeff Swain be appointed to the Grievance Committee. Council Member Streetman seconded the motion. The motion passed unanimously.

6. **Miscellaneous Business**

The next regular meeting of the Administration Committee will be Tuesday, September 5, 2023 at 8:30am. They will hold a Special Meeting on Tuesday, August 15, 2023 to interview the candidates for the City Prosecutor position.

DRAFT

7. **Executive Session**

MOTION: Council Member Bogosian made a motion to enter into Executive Session in accordance with Section 30-4-70(a)(1) to discuss the proposals received for the City Prosecutor position. Council Member Streetman seconded the motion. The motion passed unanimously.

The Administration Committee went into Executive Session at 8:34am.

The Administration Committee returned from Executive Session at 8:47am. Council Member Bogosian said all five candidates will be interviewed by the Administration Committee at a Special Meeting on August 15, 2023. He directed staff to schedule those interviews.

8. **Adjournment**

Council Member Streetman made a motion to adjourn, and Council Member Pierce seconded the motion. The meeting was adjourned at 8:47am.

Respectfully submitted,

Nicole DeNeane
City Clerk

Public Services & Facilities Committee Meeting
1:00pm, Tuesday, August 8, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to Order**

Present: Council members Miars, Streetman, and Popson

Staff Present: Administrator Fragoso, Director Kerr, Director Pitts, Assistant Director Asero, Director Ferrell

2. **Approval of Previous Meeting's Minutes – June 6, 2023**

Council Member Miars made a motion to approve the minutes of the June 6, 2023 meeting. Council Member Popson seconded the motion. The motion passed unanimously.

3. **Citizen's Comments -- none**

4. **Old Business**

Update on IOP marina shared parking lot management, review of usage/demand of parking space, and discussion of parking reconfiguration options

Director Kerr, referencing photos in the meeting packet, said staff has been monitoring the shared lot all season via camera and with a parking lot attendant Thursdays-Sundays. He said the resident-only trailer spots were used and believes approximately 10 such spaces are a good amount to have, noting that not all of them were in use simultaneously. He said the transition of those spots from trailer-only before 3pm and restaurant spaces after 3pm went well. He stated that the 16 resident-only parking spaces were never full and is unsure if that number needs to be increased.

Staff has spoken with the restaurant and engaged Matt Klein to prepare some updated parking reconfigurations of the lot with 10, 5, and 7-8 trailer parking spots along with 16 resident-only parking spaces.

Administrator Fragoso added they have been speaking with engineers about speaking to the contractor selected for the work and "ask in form of a change order what it would cost for them, they are already mobilized, what would it cost if we wanted to extend that pipe [at 41st Avenue] all the way to the head wall" so they have a concrete number in case a quick decision to engage them needs to be made.

Council Member Miars expressed concern about reducing the number of resident-only parking spaces before the dock improvements and greenspace are completed. Council Member Streetman agreed and liked the idea of extending the piping down to the outfall, which could provide 10-15 more spaces.

Director Kerr added that the City would like to find an option that does not include shared areas because monitoring the area is resource intensive. He said whatever option selected needs "to solve for Saturday" as that is the day of highest usage.

Administrator Fragoso said, "All of the concepts [for the public dock and greenspace] include an assumption of that 20' greenspace between the boardwalk that we just installed and the parking lot. So all of them already assumed that is going to be in place, so that is not lost in any of the parking layouts. The revised version would reduce the City lot slightly to enhance the space that would be dedicated to the restaurant with the idea that it could be captured or expanded if we decide to pipe all the way down to the headwall on the drainage ditch side."

Council Member Popson agreed with the move away from shared parking and supports any option that will maximize resident parking spaces. Administrator Fragoso said the options created by Mr. Klein would be presented at the September City Council Workshop.

There was a brief discussion about the City's options regarding dictating the amount of parking allowed for the restaurant.

5. **New Business**

A. **Consideration of proposed improvements to dog park at the Recreation Center**

Director Ferrell shared the plans and proposed budget for upcoming improvements to the Bark Park at the Recreation Center. Changes include a black vinyl-coated chain link fence, engravable pavers at the entrance, interior dog-friendly hardscaping, along with some play pieces and water play areas. The budget for the project is $60,000. The cost of the fencing will come to City Council for approval. The intent is for work to be completed before the end of the year.

B. **Discussion of transition from roll carts to commercial application in Wild Dunes condominiums**

Director Pitts said garbage carts for Fairway Dunes and Mariners Walk have been ordered and will be deployed after Labor Day.

6. **Miscellaneous Business**

The next meeting of the Public Services & Facilities Committee will be Tuesday, September 5, 2023 at 1:00pm.

7. **Adjournment**

Council Member Popson made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 1:51pm.

Respectfully submitted,
Nicole DeNeane
City Clerk

Special Administration Committee Meeting
9:00am, Tuesday, August 15, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. **Call to Order**

Present: Council members Bogosian, Pierce, and Streetman

Staff Present: Administrator Fragoso

2. **Executive Session**

MOTION: Council Member Bogosian made a motion to go into Executive Session in accordance with South Carolina Code Section 30-4-70(a)(1) to interview candidates for the City Prosecutor position. Council Member Streetman seconded the motion. The motion passed unanimously.

The Administration Committee moved into Executive Session at 9:01am.

The Administration Committee returned from Executive Session at 12:11pm.

Council Member Bogosian said five candidates were interviewed for the position and all were strong candidates.

MOTION: Council Member Bogosian made a motion to recommend the appointment of Culver Kidd as City Prosecutor to City Council for approval. Council Member Streetman seconded the motion. The motion passed unanimously.

3. **Adjournment**

Council Member Streetman made a motion to adjourn, and Council Member Bogosian seconded the motion. The meeting was adjourned at 12:12pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

DRAFT

BRC | Acoustics & Audiovisual Design
1932 First Avenue, Suite 620, Seattle, Washington 98101
206.270.8910 | 800.843.4524 | Fax 206.270.8690
Architectural Acoustics | Sound System and Audiovisual Design | Environmental Noise | Mechanical Noise Control | Vibration Analysis

July 28, 2023

Terri A. Haack
Senior Vice President
Lowe
11777 San Vincente Blvd #900
Los Angeles, CA 90049

Re: Sound Monitoring Executive Summary, Sweetgrass Inn, Isle of Palms

Dear Terri:

The intent of this document is to summarize findings of sound monitoring done at the Sweetgrass Inn, located at 5757 Palm Blvd, Isle of Palms, South Carolina.

The monitoring covered three periods in 2023, from February 22nd to 26th (101.5 hours), from June 11th to 14th (62.5 hours), and from July 22nd to 23rd (20 hours).

The results are compared to the Isle of Palms draft noise ordinance dated May 23, 2023 and redlined in early June. The results show that the proposed noise ordinance limits were not exceeded during the sound monitoring and that the types of activities monitored are unlikely to trigger a violation.

METRICS

- Decibel, dB: The most common metric for quantifying sound pressure amplitude. In this context it is 10 times the logarithm of the ratio of the squared sound pressure amplitude to a squared reference level of 20 µPascals.

- A-Weighting: A frequency weighting network meant to simulate the typical response of the human ear at moderate sound levels. Sound levels utilizing this weighting network are expressed as "dBA".

- Lmax: The maximum sound level in dB, during a specified period of time.

- Leq: The equivalent continuous or average sound level in dB, during a specified period of time.

Table 1: Typical A-Weighted Sound Levels

dBA	Source
110-120	Jet Engine
100-110	Rock Band
90-100	Lawn Mower
80-90	Food Blender
70-80	Busy Street
60-70	Vacuum Cleaner
50-60	Light Traffic
40-50	Quiet Rural Daytime
30-50	Quiet Rural Nighttime
20-30	Wilderness Area

ISLE OF PALMS DRAFT NOISE ORDINANCE

The Isle of Palms noise ordinance, Section 9-2-5 of the Code of Ordinances, is currently under revision. The draft proposed revision dated May 23, 2023, and redlined in early June sets forth quantifiable limits on sound between neighboring properties based on zoning. Sweetgrass Inn and the surrounding properties are zoned Planned Development District (PDD) a mixed-use designation, and Sweetgrass is being considered a commercial establishment. As set forth in Section C of the proposed ordinance, sound level limits for the Sweetgrass Inn are:

75 dBA daytime (10 AM to 10 PM)
55 dBA nighttime (10 PM to 10 AM)

The draft ordinance states that a violation occurs when sound readings exceed the limit continuously for a period of 30 seconds, or when sound readings exceed the limit for less than 30 seconds but occurs more than 6 times within 2 minutes.

Section D of the proposed ordinance also limits excessive noise based on a list of other factors. For the purposes of this monitoring report sound levels are compared to the quantitative limits as defined in Section C.

LAYOUT AND ACTIVITIES

The Sweetgrass Inn Resort is located near the northeastern end of the Isle of Palms and is adjacent to residences on the north, west, and south, with condominiums associated with the resort on the east. Sound monitoring was done on the south boundary of the property to capture sounds from activities at the pool, lawn, balcony, and terrace, which are all exposed to the south. The balcony is on the 6th floor and the terrace is just above ground level. In addition, raised flower beds separate a private area on the northeast of the resort. Within the flower beds are loudspeakers

which play music during the daytime. An outdoor restaurant also has loudspeakers in the pavilion cover which play music. Figure 1 shows the layout of the resort and surrounding areas, with the active Sweetgrass Inn areas highlighted, along with the monitoring location.

Figure 1: Sweetgrass Inn Layout

Pool activities noted during the monitoring included swimming, splashing, and sunbathing. There is a splash area at the southeast corner of the pool area with fountains that are always active. The number of people in the pool area varied from a few in the mornings and evenings to approximately 150 during midday, with more activity during the June and July periods.

Lawn activities included cornhole, ping pong, pickleball, ladder golf, and catch. During the June and July periods a food truck was also located in the southeast region of the lawn, near the monitoring location.

The terrace and balcony host events such as parties, weddings and receptions. Gatherings on the balcony and terrace ranged from a few to approximately 100 people throughout the duration of the event, with activities including music, drinking, and mingling, at the terrace and a wedding ceremony on the balcony.

Most activities cease by 10 PM, with a handful of people occasionally conversing in the hot tub or fire pit areas after that time. Some pool activities began before 10 AM, but generally not before 9 AM. Other events noted before 10 AM include garbage collection, delivery vehicles, bird activity, and pedestrians and carts along the cart path.

MEASUREMENTS

Measurements were conducted over three different periods in order to capture various events at the Sweetgrass Inn. Measurement equipment was Type 1 sound level meters calibrated within 1 year with NIST traceable standards. Measurements included:

1. February 22, 2023, 10:30 AM to February 26, 2023, 4:00 PM (101.5 hours)
    a. Generally lower activity throughout the measurement period
    b. Evening reception and wedding on balcony

2. June 11, 2023, 6:30 PM to June 14, 2023, 9:00 AM (62.5 hours)
    a. Increased activity in the pool and lawn area
    b. Evening events on terrace
    c. Thunderstorms
    d. Cicadas

3. July 22, 2023, 2:30 PM to July 23, 2023, 10:30 AM (20 hours)
    a. Increased activity in the pool and lawn area
    b. Evening event on the balcony and terrace
    c. Increased cicada activity

Measured sound levels are shown in Figures 1 through 3. The figures show the 15 minute Leq (blue line) and the hourly Lmax (red dash) for the duration of the measurement period along with the noise limit (dashed black line). Evening events are highlighted in yellow, and natural events of higher sound level are pointed out with red arrows. While the Lmax often exceeds the limits these events are very short in duration and often associated with activity very close to the measurement location and/or unassociated with the property. Any Lmax associated with property activities as measured near the edge of the lawn would be attenuated by a least a few dB when accounting for the increased distance to the nearest neighboring property line. Louder events noted included: thunder, birds near the microphone, cicadas, people interactions near the microphone, carts and pedestrians on the cart path to the beach. Activities and music from Sweetgrass Inn were audible at the monitoring location.

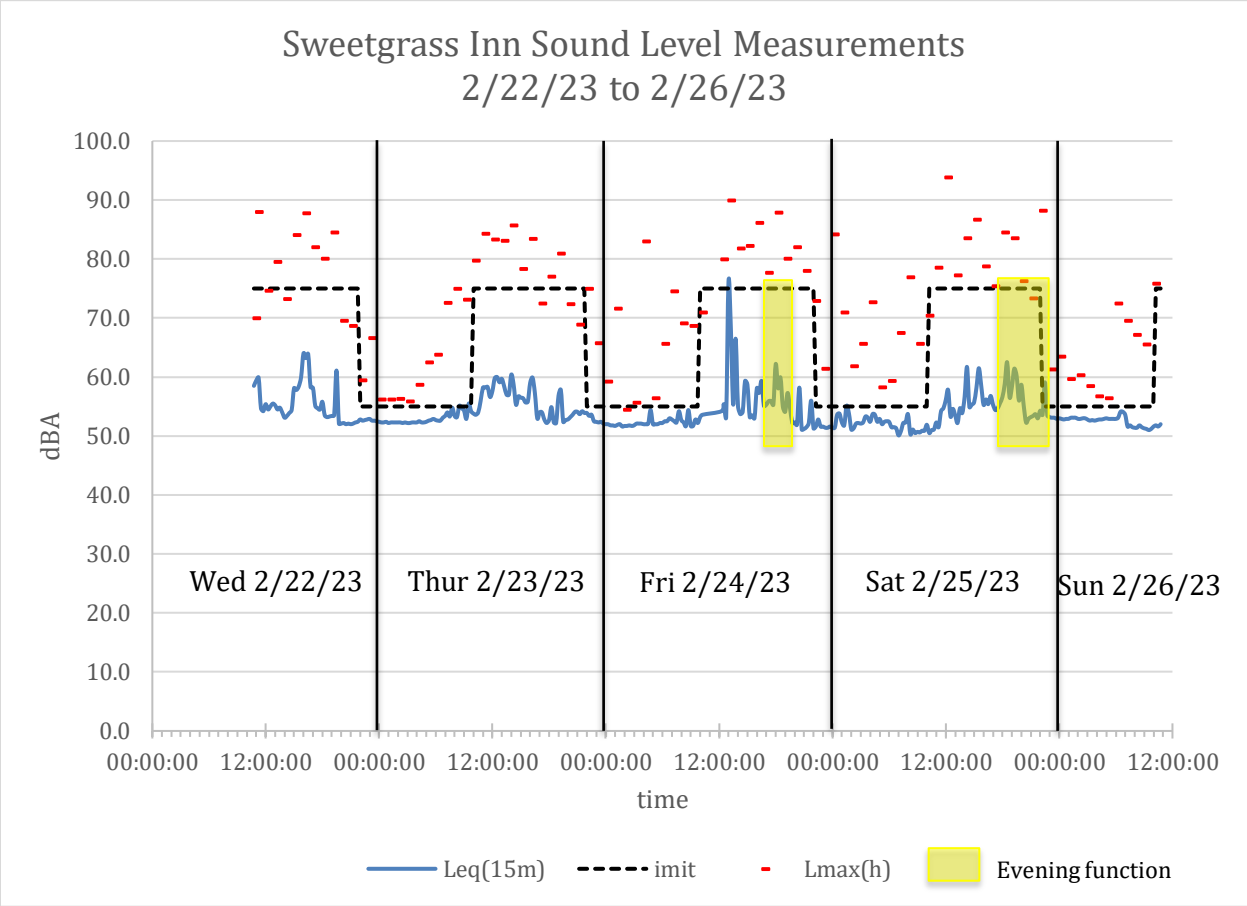
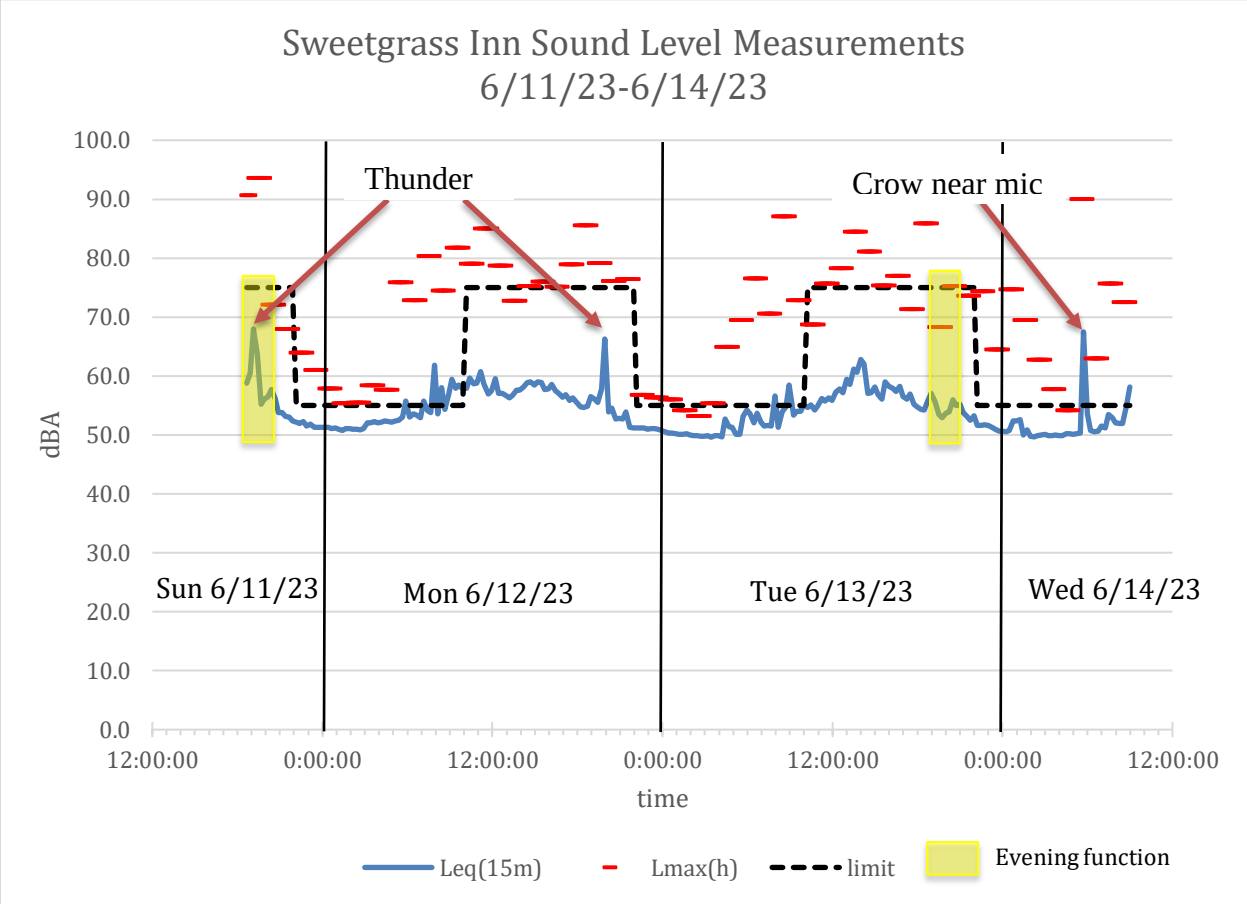


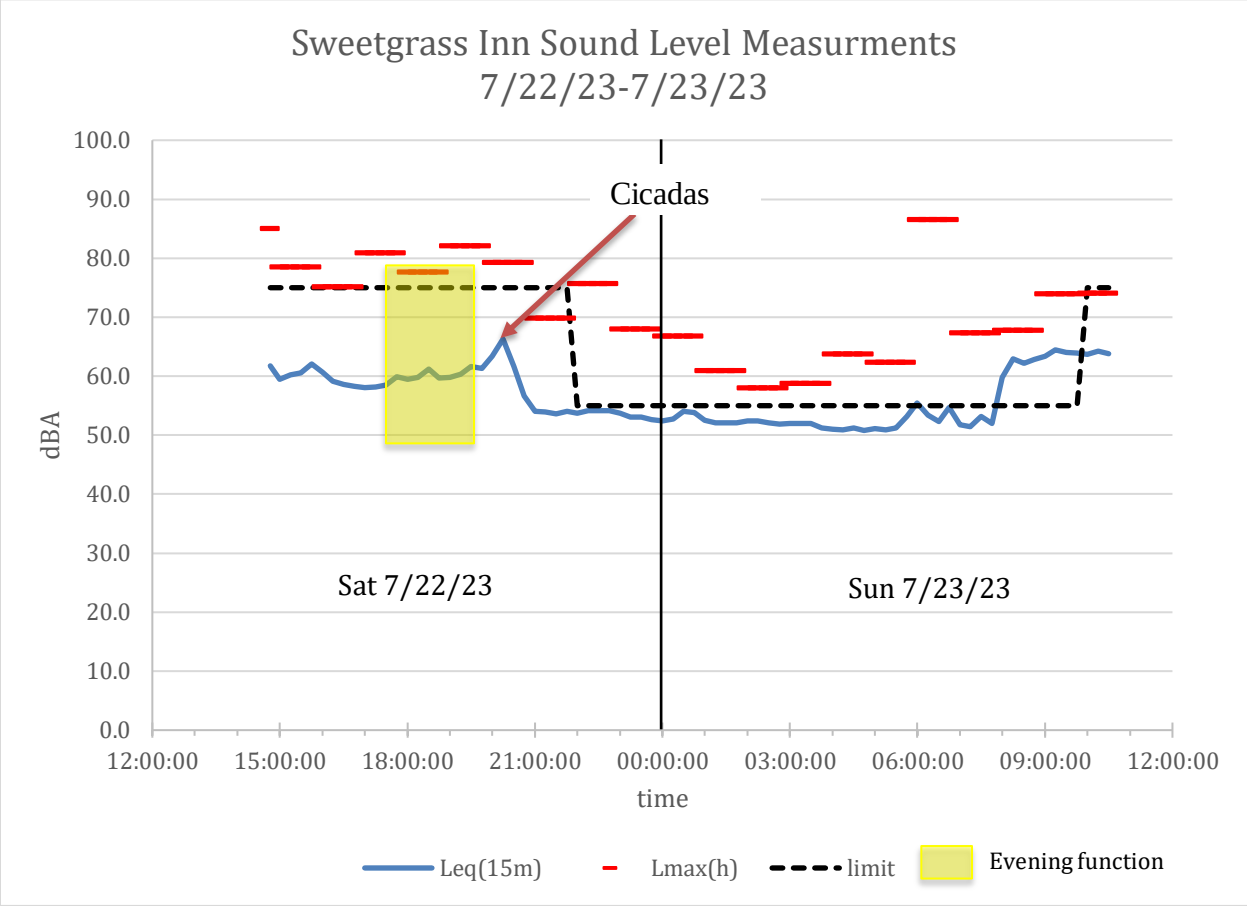
Figure 2: Sound Pressure Levels, Period 1

The highest sound levels recorded occurred at approximately 1:30 PM on 2/24/23. The sound meter used at this period was not set to record the actual noise, so the source cannot be positively identified. Pressure washing was observed in other nearby areas, and this could be the source, or other similar maintenance activity. This would be consistent with the sound levels and temporal pattern documented during this time; however this is speculative.



Thunderstorms occurred during the evenings of 6/11/23 and 6/12/23. Outdoor activities ceased during storms as people retreated indoors.

Sound levels frequently exceed the nighttime limit from approximately 7 AM to 10 AM. Events observed during these hours were birds and cicadas, local traffic, garbage collection, deliveries and some pool activity.



Cicadas were a significant contribution to sound levels during the third measurement period. The sound level from the cicadas peaked around 8 PM. Sound levels from cicadas reached as high as 80 dBA for short periods. Approximately 100 or more people were observed in the pool and lawn areas during the day. The balcony wedding was not audible at the monitoring location. Reception activities took place mostly on the terrace and were audible.

The monitoring shows that exceedances of the draft ordinance are unlikely to occur during the daytime. No 30 second continuous periods of sound in exceedance of the daytime limits were observed. Lmax sound levels often exceed the limits, but these instances are very short in duration, typically less than 1 second. The monitoring shows some instances of 6 or more of these short exceedances within two minutes, however, most of these can be associated with events outside the property. It is possible that some of these are attributable to activities at the property, although this would be rare and unexpected during the daytime.

The monitored events on the balcony and terrace raised the sound level only slightly. Events of the type monitored would not be expected to trigger an exceedance.

CONCLUSION

A wide variety of sound sources outside and inside the property were observed during the sound monitoring, including activities at the Sweetgrass Inn. Weather, wildlife, local and distant traffic, activities from neighboring residences, and pedestrian and cart traffic along the cart path all contributed to the noise monitored. The typical noise conditions from Sweetgrass Inn events were found to be within the proposed ordinance limits.

If you have any questions or require additional information, please do not hesitate to call or email.

BRC Acoustics and Audiovisual Design

Seth Tomlinson, INCE
Senior Acoustical Consultant

RML Acoustics ARCHITECTURAL ENVIRONMENTAL

August 13, 2023

Ms. Desirée Fragoso
City Administrator
City of Isle of Palms, SC
1207 Palm Boulevard
Isel of Palms, SC 29451

Re: Isle of Palms, South Carolina, Noise Ordinance Consulting – Phase I

Dear Desirée,

RML Acoustics (hereinafter referred to as "Consultant") is pleased to submit this proposal to the City of Isle of Palms, SC (hereinafter referred to as "Client"), to provide Phase I of acoustical consulting related to the proposed Sec. 9-2-5, *Noise*, of the City of Ise of Palms, South Carolina Code of Ordinances (hereinafter referred to as "Project"), as discussed during our recent telephone conversations and electronic mail correspondence. In general, Phase I will consist of

I. PROJECT DESCRIPTION

Consultant understands that a general description of the Project is as follows:

The City of Isle of Palms is in the process of updating their Noise Ordinance to address noise issues occurring between commercial and residential land uses that are near each other. Consultant proposes a first phase of assistance that includes measuring and recording sound from the Wild Dunes resort throughout the day and during an evening event at an adjacent residence, as well as at two or three other similar commercial/residential adjacencies selected by Client over a two-day period, to develop a database of recordings and measured levels for sounds that currently exist in the city where these adjacencies occur. Also, as part of the first phase of work, Consultant will issue a report summarizing the results of the sound level measurements and attend a City Commission meeting in which Consultant will present the results of the study, basic concepts related to sound levels, sound measurements and outdoor sound propagation, review comments on the current Noise Ordinance, and an audio demonstration of the recordings of sounds made in the city, and contained within Consultant's database, played at various levels so that the City Commission and other attendees can hear what the noise sources sound like when played at the sound level limits contained in the proposed Noise Ordinance. Consultant will need access to the meeting room prior to the commencement of the meeting to calibrate the audio demonstration.

After the presentation, Consultant can assist the City of Isle of Palms with specific language to include in their Noise Ordinance as Phase II of the work.

II. SCOPE OF SERVICES

Consultant's services will include the following tasks.

Scope #1 – Sound Study

1. Conduct a kickoff conference call with Client to discuss project objectives and coordinate regarding the site noise measurements.

2. Take one two-day trip to City of Palms, SC, to measure and record sounds at residences near resorts throughout the city, including the residence adjacent to the Wild Dunes resort during times when events and outdoor activities are taking place at the resorts.

3. Download and analyze the data obtained on site.

4. Issue a report summarizing the results of the sound level measurements measured throughout the city and comparing the results with the proposed City of Palms Noise Ordinance.

The fee for Scope #1 is $14,000 (includes expenses)

Scope #2 – Presentation at Isle of Palms City Commission Meeting

1. Coordinate with Client regarding a presentation to be given by Consultant at an Isle of Palms City Commission Meeting.

2. Attend an Isle of Palms City Commission Meeting and deliver a Power Point presentation that will include a discussion of basic concepts related to acoustics and outdoor sound propagation, review comments on the proposed Noise Ordinance and key issues to consider, the results of the Sound Study, and an audio demonstration of the recordings of sounds made in the city, and contained within Consultant's database, played at various levels so that the City Commission and other attendees can hear what the noise sources sound like when played at the sound level limits contained in the proposed Noise Ordinance.

The fee for Scope #2 is $7,700 (includes expenses)

III. JOINT RESPONSIBILITIES

Consultant's responsibilities include:

- Adherence to agreed upon deadlines
- Conduct all acoustical measurements with Type 1 integrating averaging sound level meters
- Conduct all acoustical measurements in accordance with applicable ANSI and ASTM Standards
- Provide the final written report in electronic format (i.e., pdf)

Client's responsibilities include:

- Assist Consultant with gaining access to the properties on which sound measurements will be conducted
- Provide Consultant with access to the room to be used for the City Commission meeting prior to the meeting starting so Consultant can calibrate the audio demonstration
- Provide payment in accordance with the Terms and Conditions of this agreement

Joint Consultant and Client responsibilities include:

- Client and Consultant will alert each other of anything we become aware of that may materially affect the success of the project
- Client and Consultant will respect each other's confidentiality and proprietary materials and approaches
- Client and Consultant will achieve reasonable accommodations for conflicts, unforeseen events, and other priorities.

IV. TERMS AND CONDITIONS

1. **Payment.** Client to pay Consultant within 30 days of receipt of invoices.

2. **Expenses.** All expenses are included in the fees.

3. **Limitation of Liability.** Consultant's liability to the Client and any other party including, but not limited to, contractors and subsequent owners and users of the reports, documents or other materials prepared hereunder for the Project ("Project Documents") for any and all claims, actions, liabilities, damages, and costs related in any way to the Project Documents shall not exceed the amount of the professional fees for this project. This limitation shall apply to claims based upon breach of contract, negligence, or any other theory.

4. **Standard of Care.** In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant makes no warranty, expressed or implied, as to its professional services rendered under this Agreement.

5. **Additional Services.** A separate fee proposal will be issued for additional work requested beyond the scope of this Agreement.

V. ACCEPTANCE

Please indicate your acceptance of this proposal by providing the signature of an authorized representative in the space indicated below and sending an electronic or hard paper copy to our office, for our records.

Submitted by:

RML Acoustics, LLC

Robert M. Lilkendey
Principal Consultant/Owner

Accepted by:

City of Isle of Palms

_____
Signature

Printed Name: _____

Title: _____

Date: _____

VI. KEY PERSONNEL

Robert M. Lilkendey, Principal Consultant, will be responsible for all aspects of the project. Mr. Lilkendey has over 27 years of experience as an acoustical consultant, working on over 100 environmental noise studies. He has been recognized as an expert in acoustics at trials in Hillsborough County, Sarasota County, Miami-Dade County and Charlotte County and testified as an acoustical expert at quasi-judicial hearings, planning and zoning board meetings, city and county commission hearings, and mediations related to findings from acoustical studies conduct on behalf of the Client and as a reviewer of studies conduct by others.

MUTUAL BENEFIT AND USE AGREEMENT

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The City of Isle of Palms, SC resulting from a storm or manmade event; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of The City of Isle of Palms, SC, and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, The City of Isle of Palms, SC, has a community of interest in Charleston County, SC, with respect to the debris services that may be necessary to affect recovery from an anticipated storm event; and

WHEREAS, Charleston County, SC, has selected through a competitive process a firm proficient in providing debris services; and

WHEREAS, The City of Isle of Palms, SC, has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by Charleston County, SC, and endorses the process and selection; and

WHEREAS, The City of Isle of Palms, SC, has reviewed the Contract for debris services between Charleston County, SC, and AshBritt, Inc. and has found the Scope of Services, prices, terms, and conditions as set out in this Contract to be reasonable, acceptable and of benefit to their citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Isle of Palms, SC, agrees to enter into a contract with AshBritt, Inc. for debris services without modification to the original terms, conditions, or pricing. Having full authority, the parties do hereby complete this agreement by signing below:

_____	_____
Authorized Signor for AshBritt, Inc.	Authorized Signor for The City of Isle of Palms
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

STATE OF SOUTH CAROLINA }

COUNTY OF CHARLESTON }

CHARLESTON METRO MARINE PATROL UNIT MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into this____ day of _____2023, by and between the Charleston County Sheriff's Office, 3961 Leeds Ave, North Charleston, South Carolina 29405, and the Isle of Palms Fire Department, 30 J.C. Long Boulevard (mail notices to: Post Office Box 508), Isle of Palms, South Carolina 29451

Whereas, Sections 23-20-10 through 23-20-60 of the code of Laws of South Carolina (1976), as amended June 3, 2016, authorizes counties, incorporated municipalities, or other political subdivisions of this state to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control and safety and other emergency service situations. And,

Whereas, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

Whereas, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

Whereas it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and

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

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Statement of Specific Services To Be Provided: To support multi-agency marine public safety units in responding to waterborne Homeland Security issues utilizing assigned marine patrol boat operators as well as specialized units including SWAT and Explosive Devices Team as well as other elements of patrolling the waterways, conducting search and rescue missions, waterside firefighting, side scan sonar missions, assisting in Underwater Recovery Team (URT) Dive Team missions, training exercises, assisting local, state and federal agencies by providing law enforcement aboard vessels being utilized in investigation, interdiction and apprehension of waterborne criminal violators, and assist in providing security zones for specialized events and designated areas.

Management. The Charleston County Sheriff's Office shall be the host and lead agency of the Charleston Metro Marine Unit. Pursuant to this Agreement, all personnel assigned to the Metro Marine Unit shall work under the command of the host and lead agency's Officer in Charge while working outside of their respective parent jurisdiction but still within the jurisdiction of Charleston County. The Officer-in-Charge will in turn be responsible for coordinating all tasking orders directed by the U.S.C.G. (Homeland Security) with specific taskings from parent agencies as priority. While within the jurisdiction of their parent command an authorized representative of that agency who is assigned to the Metro Marine Unit will assume operational control of the event, with support (as available) from the other member agencies as needed; the public's Safety and Homeland Security being the priority from all participating agencies. Any other agency may participate upon agreement to the terms of this document.

The Isle of Palms Fire Department personnel temporarily transferred or assigned shall be released by the Officer in Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the Isle of Palms Fire Department personnel shall use their best efforts to complete the requested services prior to being released.

Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

Member Selection. The undersigned agency agrees to provide appropriate assets and personnel to the Charleston Metro Marine Unit in the event of an emergency, for training purposes or other events/incidents deemed appropriate. It is, however, agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Isle of Palms Fire Department shall be the sole judge as to whether or not it can respond and assist.

Training. All individual members of the Charleston Metro Marine Unit will attend all training mandated by their respective agencies. In addition, all members of the assigned units will attend training pertaining to the duties they will perform during an actual response call. Upon agreement by the participating Agencies, individual members may also attend additional training offered by reciprocal departments. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit.

The Charleston Metro Marine Unit will ensure members meet national qualification standards as established by the National Association of State Boating Law Administrators (NASBLA) through their Boat Operation and Training Program (BOAT) as well as any other certification deemed appropriate by the individual agency.

Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

Costs and Expenses: Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

Equipment and Facilities. Each agency shall use equipment from their agencies in carrying out their duties of this Agreement. All Marine vessels will be operated solely by the assigned vessel operators of the Charleston County Sheriff's Office and the Isle of Palms Fire Department except as may be determined by the Officer in Charge in an event of an emergency or other exigent circumstance. All participating agencies will be responsible for supplying their own equipment and shall be responsible for maintenance and their own vessels fuel costs. All participating agencies shall bear the risk of damage or lose to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. All participating agencies will be responsible for scheduling replacement vessels within their respective fleet.

Records to be Maintained. All records of the activities of the Charleston Metro Marine Unit will be maintained by the individual agencies providing service. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without cost.

Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

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

Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement,

Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations. .

Annual Review. Parties to this Agreement agree to conduct an annual review of the operations of the Charleston Metro Marine Unit. Utilizing objective criteria, the member agencies shall conduct an evaluation of long-term success of the operations. The member agencies shall meet and confer to make recommendations and a plan for implementation of improvement to the Charleston Metro Marine Unit.

Length, Modification and Termination. This agreement will remain in effect for one year from the date of its ratification and will automatically renew annually thereafter, unless a party exercises its right to terminate as further described herein.

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

This agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

General Provisions

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

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

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

WITNESS OUR HANDS AND SEALS this _____ day of July 2023

_____

Witness

Sheriff Kristin Graziano
Charleston County Sheriff's Office

_____

Witness

_____

Fire Chief Craig K. Oliverius
City of Isle of Palms Fire Department

_____

City Administrator Desirée Fragoso
City of Isle of Palms, SC

E. Culver Kidd

914 Folly Rd. Ste. B
Charleston, SC 29412
(843) 612-0555
culver@kiddlaw.com

Education

Charleston School of Law May 2007

Juris Doctor

- 3.3 GPA, Cum Laude, top 25% of class
- CALI Awards: Worker's Compensation, Bankruptcy, and Equity
- Active member of the South Carolina Bar, Bar # 76671
- Active member of the Georgia Bar, Bar #525349

College of Charleston May 2004

BS: Business Administration
Minor: Political Science

Work Experience

Kidd Law Firm, LLC

Owner February 2021 – Present

- Own/manage a small law firm with offices in South Carolina and Georgia representing clients in criminal defense, personal injury, family law, and probate matters.

Kidd Corvey and Simpson, LLC

Partner/Attorney January 2019 – January 2021

- Practice primarily focused on criminal defense.
- Represented clients charged with a wide array of criminal matters from simple traffic violations to Murder in city, county, state, and federal courts.
- Represented clients in a wide array of civil matters in personal injury cases and other areas of civil litigation.

Ninth Circuit Solicitor's Office

Career Criminal Prosecutor January 2015 – December 2018

- Prosecuting only the worst criminals in Charleston County
- Focusing primarily on the prosecution of offenders that meet strict criteria classifying them as career criminals. That criterion is based on a combination of the offender's prior record and nature of the offense charged thereby identifying them as posing an elevated risk to society.

Managing Assistant Solicitor February 2013 – January 2015

- Lead prosecutor for the City of North Charleston
- Manage a team of ten lawyers who are responsible for prosecuting all felony arrests in North Charleston
- Responsible for assigning cases throughout my team
- Control and coordinate the North Charleston trial docket

Assistant Solicitor April 2008 – February 2013

- Tried numerous criminal cases ranging from drug trafficking to murder
- Effectively managed an annual case load of approximately 500 warrants
- Negotiated the resolution of criminal warrants on behalf of Charleston County while evaluating the strength of cases, victims interests, and societal concerns

The Honorable Daniel F. Pieper

Appellate Court Law Clerk 2007 – April 2008

- Drafted judicial opinions on a variety of issues ranging from contract disputes to family law
- Analyzed pretrial briefs pertaining to novel issues of law, advised the judge of existing law, and counseled on how to proceed
- Participated in appellate court oral arguments

References available upon request

Circuit Court Law Clerk 2005 – 2006

- Drafted orders for circuit court trial judge pertaining to non-jury trials, various motions, and post-conviction relief hearings
- Conducted pretrial conferences and prepared pre-trial memos for a wide array of civil and criminal jury trials

Intern Summer 2005

- Observed criminal and civil trials
- Drafted bench memoranda and completed a wide array of research projects

U.S. Congress-Congresswoman Tillie Fowler

Intern Summer 2001

Presentations

- Speaker at Tips From the Bench CLE on the topic of expungements
- Speaker at the South Carolina Summary Court Judges Association Annual Convention on the topic of judicial ethics
- Speaker at the South Carolina Magistrate Judges Conference on the topic of judicial ethics
- Speaker in a trial advocacy class at the Charleston School of Law on the topic of criminal trial strategy
- Presented a CLE to all Charleston and Berkeley County prosecutors on search warrants
- Presented a seminar on search warrants to the North Charleston Police Department
- Speaker at seminar for paralegals on prosecutorial ethics
- Guest Speaker at College of Charleston Criminal Law class
- Speaker at CLE on the Confrontation Clause of the U.S. Constitution.

Hobbies

- Amateur Pilot
- Avid golfer
- Offshore Fishing

References available upon request

References

1. Scarlett Wilson (Ninth Circuit Solicitor)
   101 Meeting St. Ste. 400
   Charleston, SC 29401
   (843) 958-1900
   wilsons@scsolicitor9.org

2. Chad Simpson
   101 Meeting St.
   Charleston SC 29401
   simpsonc@scsolicitor9.org
   843-819-4654

3. Adam Young
   689 King St.
   Charleston, SC 29403
   adam@adamyounglawfirm.com
   843-724-1563

References available upon request

www.kiddlaw.com

May 15th, 2023

VIA EMAIL
Amy Lee
amyw@iop.net

RE: ***Municipal Court Prosecutor Opening***

Dear Ms. Lee:

Please consider this letter as an indication of my interest to be considered for the opening for the Isle of Palms Municipal Court Prosecutor role than has recently been vacated.

I own a small law firm in the Charleston area which was opened in early 2021. I currently employ one associate attorney, a paralegal, a law clerk, and a receptionist. While we represent individuals in a wide array of matters, the bulk of my practice focuses on criminal defense. I represent individuals that have been charged with any level of criminal offenses in courts throughout South Carolina and Georgia. However, the vast majority of my cases are in the tri-county area. I have tried numerous cases in front of juries as both a defense lawyer and prosecutor and I am extremely comfortable on my feet in the courtroom.

As lead attorney I would personally be responsible for court appearances and all of the responsibilities associated with this position. However, undoubtedly conflicts will occasionally arise, and in the rare event that I am unable to make any particular court date, my associate attorney, Patricia Dimsdale, would be available to cover for me as necessary so that the court's business would not be inconvenienced. As my firm is located on James Island, one of the things that is most attractive about this position to me is that I have no known conflicts of interest and conduct very little business on the Isle of Palms so that I don't foresee any ethical issues emerging in the future.

In cases that I am retained by clients on an hourly basis I charge $250 dollars per hour. However, considering the ongoing nature of this proposed relationship and in hopes that we can establish and maintain a mutually beneficial agreement, I believe that $185 per hour would be fair compensation for my ongoing time commitment, firm resources, and flexibility that we are able to provide.

Question #1:

My experience that most qualifies me for this position would be my experience as an Assistant Solicitor in Charleston County. I served as an Assistant Solicitor for over 10 years. During my tenure there, I not only prosecuted and tried numerous cases, but I managed a team of attorneys prosecuting all felony cases originated by the North Charleston Police Department. Based on that experience I know the value of maintaining positive relationships with law enforcement and I know that in order for those relationships to be successful I need to be accessible to those officers at all times. I anticipate every officer employed by the city to have my cell phone number and to communicate with me on a regular basis. By working closely with law enforcement,

914 Folly Road Suite B Charleston, SC 29412 | P: (843) 612-0555 | F: (843) 612-0556
102 S Wayne Street Milledgeville, GA 31061 | P: (478) 309-5411 | F: (843) 612-0556

I can be instrumental in helping them build stronger cases that will ultimately result in improved conviction results. I believe that by including them in the process of case negotiations, officers will learn why in some instances their cases are being reduced or dismissed so that if the reduction is being made due to a case deficiency, it can be used as an educational tool moving forward. By fostering this type of relationship built on open communication, law enforcement can assist me in identifying problem offenders and seeking the maximum punishments while simultaneously negotiating appropriate reductions for youthful or first-time offenders.

Additionally, I look forward to working closely with city officials to ensure that together with law enforcement the prosecutorial goals of the community are being met. In that regard, I hope to have quarterly meetings with city officials to keep them abreast of the state of the municipal court system and will gladly attend any informal or formal council meetings as necessary to keep them up to date and ensure that I am doing my best to address their concerns while carrying out my duties. Either way, the goal as prosecutor will be to enforce the laws evenly and fairly across the board while maintaining the integrity of the courts and considering the goals of law enforcement and the city. It is my belief that the quality of life one can enjoy as a resident of the Isle of Palms is directly related to the enforcement of the rule of law within that community. Holding residents and visitor's accountable for their transgressions ensures that the city will remain a peaceful and prosperous community that will continue to thrive.

Question #2:

I believe I can familiarize myself with the city ordinances in a brief amount of time and know that I have numerous resources at my disposal by way of relationships with local prosecutors, defense attorneys, and judges in which I can rely, should I find myself in any unfamiliar territory. Having represented Defendants previously in the Isle of Palms Municipal Court I believe that I have a working knowledge of the court processes. However, I anticipate initially leaning heavily on the clerk of court and other court staff so that I can be apprised of any aspects of the role that I am not familiar with and so that they can help me navigate the familiar faces in and around the courthouse. I believe that over the 16 years that I have practiced law in South Carolina I have developed a reputation for being fair, diligent, and reasonable in the manner in which I conduct business. I believe implementing that mentality would create a seamless transition from my predecessor and I look forward to the opportunity to work with him from the other side of the bench to effectively and efficiently resolve the pending matters before the court.

Thank you for considering my application. Should you like to arrange an interview I will make myself available upon request.

Warm regards,

E. Culver Kidd, Esq.

enc: Resume (E. Culver Kidd)
Resume (Patricia Dimsdale)
Reference List

Patricia Dimsdale

p_dimsdale@charlestonlaw.edu | (304)410-4181 | 1950 Treebark Drive, Charleston, South Carolina 29414

EDUCATION

Charleston School of Law, Charleston, SC
Juris Doctor, May 2022
Honors: Moot Court Executive Board Associate Justice of External Affairs, Secretary of Children and Family Law Society
Activities: Member of Women in Law, Street Law Teacher

- Active member of the South Carolina Bar, Bar #105743

Marshall University, Huntington, WV
Master of Arts in Leadership Studies, May 2018

West Virginia State University, Institute, WV
Bachelor of Science in Elementary Education, May 2015

EXPERIENCE

Kidd Law Firm – Charleston, SC 08/2022- Current
Associate Attorney

- Investigate facts to determine causes of action and to prepare cases.
- Conducted and Review of Discovery
- Representing clients during meetings and hearings
- Drafting Motions and Responses to Motions
- Contributing to additional tasks related to client matters as needed

Root and Rebound Reentry Advocates – Charleston, SC 01/2022- 05/2022
Extern

- Researched and reviewed current policy on parole, pardons, and expungements
- Communicated with inmates regarding their situation and upcoming parole hearings
- Reached out to family members and friends for support letters
- Prepared and wrote a support packet for an inmate's parole hearing

Taylor Anderson Law Firm – Charleston, SC 06/2021-05/2022
Law Clerk

- Assisted in discovery including drafting deposition questions, interrogatories and requests for production of documents
- Drafted settlement letters
- Prepared and filed documents in probate cases
-

Gruenloh Law – Charleston, SC 06/2019-08/2019
Extern

- Attended depositions and court proceedings in criminal cases. and prepared summaries
- Conferred with clients and other involved parties to gather and track case information.
- Prepared medical record summaries
- Assisted with administrative duties as needed, including organizing legal filing system.

Kanawha County Schools – Charleston, WV

Classroom Teacher 08/2015-05/2019

- Drove student learning by establishing clear classroom plans and group objectives.
- Documented attendance, assignments, grades and participation for over 25 students.
- Collaborated with parents, administrators, and counselors to develop improvement plans for struggling students.
- Assessed student learning progress and comprehension with routine tests and standardized exams.

SKILLS/INTERESTS

Reading, softball, volleyball, skiing.

Patricia Dimsdale

p_dimsdale@charlestonlaw.edu | (304)410-4181 | 1950 Treebark Drive, Charleston, South Carolina 29414

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SKILLS/INTERESTS

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CITY OF ISLE OF PALMS South Carolina

DEPARTMENT OF BUILDING, PLANNING AND LICENSING

MEMORANDUM

TO: Desirée Fragoso, City Administrator

FROM: Douglas Kerr, Deputy City Administrator

C: Robert Asero, Assistant Director of Public Works
Matt Simms, Zoning Administrator

RE: acceptance of drainage easement between 16 & 18 25th Avenue

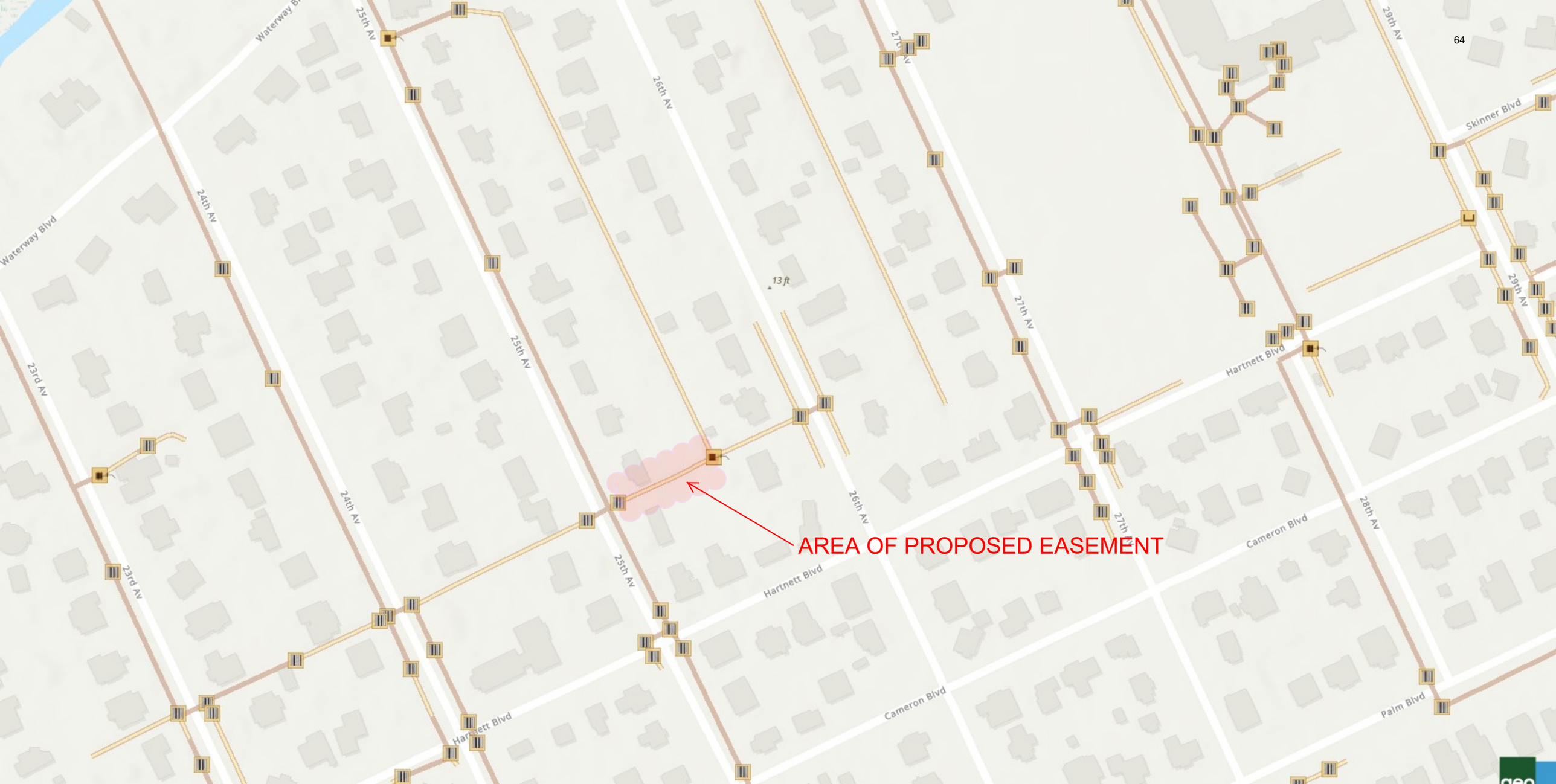
DATE: July 6, 2023

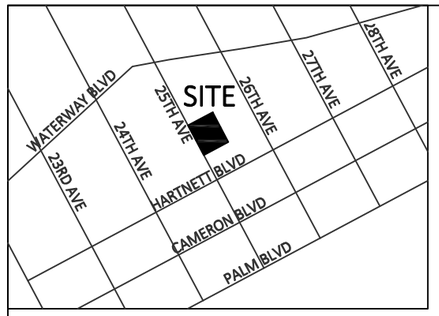
Attached is a plat and easement agreement that would grant the City a 15-foot drainage easement between 16 and 18 25th Avenue. This strip has always had a portion of the drainage system located within it and the existing ditch has been maintained and treated as though it was part of the official system, but it has come to the staff's attention that there is not a formal easement in place. The owner of 18 25th has recently built a new home and as part of the project installed a new pipe to take the place of the existing ditch.

Both adjacent owners have verbally agreed to dedicate their half (7.5 feet each) of the easement to the City. Once the owners have executed the plat dedication statement and the agreement and the City has accepted the dedication, the documents would be recorded at the County ROD office and the easement will be formally established.

POST OFFICE DRAWER 508
ISLE OF PALMS, SOUTH CAROLINA 29451

843.886.9912
FAX 843.886.3585
www.iop.net


Waterway Blvd
Waterway Br
25th Av
26th Av
27th Av
29th Av
Skinner Blvd
24th Av
23rd Av
13 ft
Hartnett Blvd
Cameron Blvd
28th Av
Palm Blvd
AREA OF PROPOSED EASEMENT



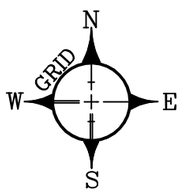
By the recording of this plat, I hereby dedicate one half of the drainage easement shown hereon for maintenance to the City of Isle of Palms upon acceptance by City Council.

Travis A. & Sally P. Willis, Lot 22 — Date

Joseph E. Gandy, Lot 21 — Date

REFERENCES:
1. Plat by E.M. Seabrook, Jr., dated July 30, 1962, recorded in plat book P-85.
2. Plat by E.M. Seabrook, Jr., dated May 13, 1963, recorded in plat book O-128.

NOTES:
1. Properties appears to be located in flood zones AE-9' and AE-10', per FIRM 45019J-0542K, dated January 29, 2021.
2. Datum referenced to SPC 3900 and NAVD88.
3. Features outside of the subject property are shown for descriptive purposes only.
4. Only easements and rights-of-way shown on the references and/or obvious to the surveyor are shown.



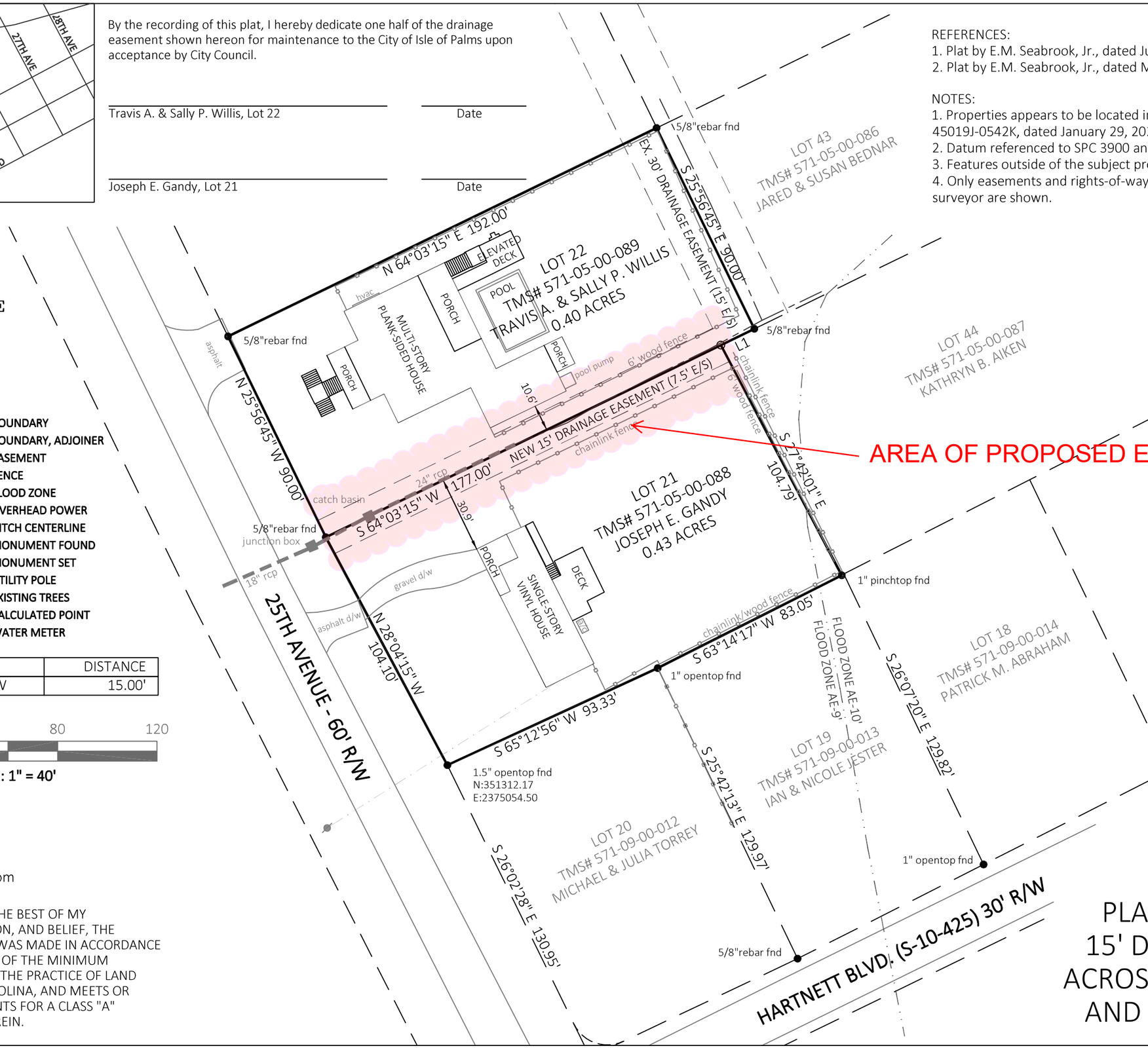
LEGEND

- BOUNDARY
- BOUNDARY, ADJOINER
- EASEMENT
- FENCE
- FLOOD ZONE
- OVERHEAD POWER
- DITCH CENTERLINE
- MONUMENT FOUND
- MONUMENT SET
- UTILITY POLE
- 27oak — EXISTING TREES
- CALCULATED POINT
- WATER METER

LINE	BEARING	DISTANCE
L1	S 64°03'15" W	15.00'

0 40 80 120

SCALE: 1" = 40'



ISLE OF PALMS &
CHARLESTON COUNTY STAMPS

BENCHMARK LDS, LLC
120 Sandhill Path
Summerville, SC 29483
843.514.9415
matthewhalter@gmail.com

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JUNE 28, 2023
CHARLESTON COUNTY
ISLE OF PALMS
SOUTH CAROLINA

PLAT SHOWING A NEW 15' DRAINAGE EASEMENT ACROSS TMS# 571-05-00-089 AND TMS# 571-05-00-088

STATE OF SOUTH CAROLINA	)	EXCLUSIVE STORM
	)	WATER DRAINAGE
	)	EASEMENT
COUNTY OF CHARLESTON	)	CITY OF ISLE OF PALMS

This Agreement is made and entered into this _____day of _____ 2023, by and between the City of Isle of Palms, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and _____ (herein the "Owner").

WHEREAS, THE CITY OF ISLE OF PALMS, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as _____ County tax map number _____and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced _____the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Isle of Palms all of those certain New City of Isle of Palms Drainage Easements (or D.E.) as such are identified on the above referenced property and which are more fully shown on that certain plat entitled;
" "
Prepared and executed by_____dated_____, revised on _____, and recorded on _____in Plat Book_____ at Page_____ in the ROD Office for Charleston County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF ISLE OF PALMS, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

DRAFT

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF ISLE OF PALMS

_____
Witness #1

_____
By: Desirée Fragoso
Its: City Administrator

_____
Witness #2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me_____

Signature: _____

Print Name of Notary:_____

Notary Public for:_____

My Commission Expires: _____ SEAL OF NOTARY

WITNESSES:

OWNER

_____
Witness #1

_____

_____
Witness #2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me_____

Signature: _____

Print Name of Notary:_____

Notary Public for:_____

My Commission Expires: _____ SEAL OF NOTARY

DRAFT

QUOTE

2023 Ford Police Interceptor

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Isle of Palms Police Department
Matt Storen

843-886-6522
mstoren@iop.net

Estimate Number:	21781
Estimate Date:	March 8, 2023
Expires On:	April 28, 2023
Grand Total (USD):	**$48,626.00**

Units	Quantity	Price	Amount
Ford Police Interceptor Utility AWD State Contract: 4400028970 2022 Ford Police Interceptor AWD 3.3L V6 TI-VCT Engine 10 Speed Auto Transmission Police Interior 4 Keys with Fobs Cloth Bucket Front Seats Vinyl Rear Seats Vinyl Flooring Driver's Side Spotlight Rear Camera Bluetooth Class III Trailer Hitch Receiver	1	$47,976.00	$47,976.00
Ford Police Interceptor Utility Spotlight Deduct Driver's Side Spotlight	1	$0.00	$0.00
Ford Police Interceptor Utility Eco Boost Engine Upgrade Ford Police Interceptor Engine to 3.0L V6 EcoBoost Engine System	1	$0.00	$0.00
Interceptor 65U Upgrade vehicle interior from police interior to Cloth Seating, Carpet, Floor Mats, and Administrative console (65U)	1	$0.00	$0.00
Interceptor 64E 18 inch Painted Aluminum Wheels (64E)	1	$0.00	$0.00
Exterior Color Exterior Colors: Iconic Silver	1	$0.00	$0.00

QUOTE

2023 Ford Police Interceptor

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	$500.00	$500.00
Vehicle Delivery	1	$150.00	$150.00

Total:	$48,626.00
Grand Total (USD):	**$48,626.00**

QUOTE

2023 Dodge Durango Pursuit

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
City of Isle of Palms
Sergeant Matthew Storen
1207 Palm Boulevard
Isle Of Palms, South Carolina 29451
United States

(843) 886-6522
mstoren@iop.net

Estimate Number:	22416
Estimate Date:	July 18, 2023
Expires On:	August 17, 2023
Grand Total (USD):	**$41,790.00**

Units	Quantity	Price	Amount
Dodge Durango V6 Admin Dodge Durango Pursuit AWD 3.6 Liter V6 24V VVT Engine 8 Speed Automatic Cloth Bucket Seats Cloth Rear Seat Carpet Flooring LED Spotlight Delete Skid Plate Group Full Length Console Power Liftgate Liftgate Badge Delete 18x8.0 Painted Aluminum wheels	1	$41,290.00	$41,290.00
Exterior Color Destroyer Gray	1	$0.00	$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	$500.00	$500.00

Total:	$41,790.00
Grand Total (USD):	**$41,790.00**

Notes / Terms
V6 Admin

State Contract # 4400029870

QUOTE

2023 Ram 1500 SSV 4x4

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
City of Isle of Palms
Sergeant Matthew Storen
1207 Palm Boulevard
Isle Of Palms, South Carolina 29451
United States

(843) 886-6522
mstoren@iop.net

Estimate Number:	22417
Estimate Date:	July 18, 2023
Expires On:	August 17, 2023
Grand Total (USD):	**$40,167.00**

Units	Quantity	Price	Amount
Ram 1500 SSV Crew Cab 4x4 Ram 1500 SSV Crew Cab 4x4 5.7L V8 Hemi Engine 8 Speed Automatic Transmission Cloth Front / Vinyl Rear Black / Diesel Gray Interior Seats Protection Group Chrome Apperance Group Carpet Floor Covering Anti-spin Differential Rear Axle Rear Window Defroster	1	$39,667.00	$39,667.00
Exterior Color Granite Crystal	1	$0.00	$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	$500.00	$500.00

Total:	$40,167.00
Grand Total (USD):	**$40,167.00**

Notes / Terms
Ram 1500 Crew Cab SSV 4x4

State Contract # 4400029870

QUOTE

2023 Ram Classic Tradesman Regular Cab 4x4n

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
City of Isle of Palms
Sergeant Matthew Storen
1207 Palm Boulevard
Isle Of Palms, South Carolina 29451
United States

(843) 886-6522
mstoren@iop.net

Estimate Number:	22415
Estimate Date:	July 18, 2023
Expires On:	August 17, 2023
Grand Total (USD):	**$37,413.00**

Units	Quantity	Price	Amount
Ram 1500 Tradesman Regular Cab State Contract # 4400029870 Ram 1500 Tradesman Regular Cab Model Code DS6LS2 Package 29B 140.5' Wheelbase 8' Box 6L V6 24V VVT Engine 3.8-Spd Auto 850RE Transmission HD Vinyl 40/20/40 Split Bench Seat Black and Diesel Gray Vinyl Flooring Hitch with 4 and 7 Pin Wiring Cruise Control Bluetooth Manual Windows and Door Locks Back Up Camera Anti-Spin Differential Rear Axle Spray In Bedliner Full Size Spare Tire 2 Keys no Fobs	1	$36,913.00	$36,913.00
Exterior Color Bright White Clear Coat (PW7)	1	$0.00	$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	$500.00	$500.00

QUOTE

2023 Ram Classic Tradesman Regular Cab 4x4n

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Total:	$37,413.00
Grand Total (USD):	**$37,413.00**

State Contract # 4400029870

PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Quotation (Open)
Quote # : 1017406 1 rev of 1
Modified Date: Jun 13, 2023 08:14 AM CDT
Description: A140 X 6

1045205024

Customer Contact
Stafford, Travis
tstafford@iop.net
(P) 843-256-5661

Customer
Isle of Palms Fire Department (S-3948)
Stafford, Travis
PO Box 508
Isle of Palms, SC 29451
United States
(P) 843-886-4596

Bill To
SC - Isle of Palms Fire Dept
Payable, Accounts
PO Box 508
Isle of Palms, SC 29451
United States
(P) 843-886-6428
(F) 843-886-8005

Ship To
SC - Isle of Palms Fire Dept
Stafford, Travis
30 J.C. Long Boulevard
Isle of Palms, SC 29451
United States
(P) 843-886-4410
tstafford@iop.net

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
1	A140G2 i7, Win 11, 16, 512, BARCODE RDR, LTE, GPS, RF Pass, SCR, Hard handle. Note: i7-10510U, W/ Webcam Win 11 Pro/64 16GB RAM, 512GB PCIe SSD, 14.0" Sunlight Readable (LCD + TS + Stylus), US AC Power Cord, 8M Rear Camera + 1D/2D Imager barcode reader, WIFI + BT + GPS / Glonass + 4G LTE (EM7511) + RF PASSTHRU Hard Handle, LAN, Smart Card reader, 3 Year Warranty B2B	7519756	Yes	$5,133.00	20.53%	6	$4,079.00	$24,474.00

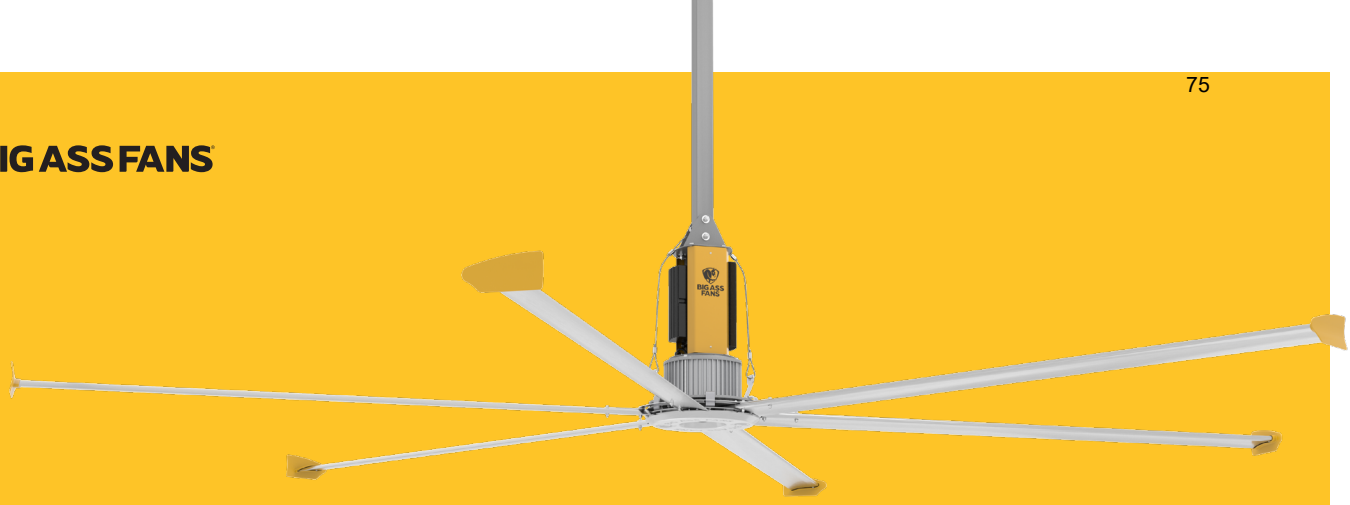
Please note this unit is not eligible for cancellation or returns per the manufacturer, unless defective or DOA.

Item ships direct from the manufacturer. Please allow 3-5 weeks for delivery.

Subtotal:	**$24,474.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$24,474.00**
(List Price:	*$30,798.00)*

*These items are custom◆built and are not returnable once ordered.

BIG ASS FANS



POWERFOIL D

Purpose-Built Design

After 20 years of industry expertise and well over 100,000 installs, Big Ass Fans has accumulated vast knowledge and data from our experiences. We have molded this information into a line of superior products that are proven air movement solutions for a wide variety of applications. The engineering and R&D departments at Big Ass Fans developed and designed Powerfoil D for specific industry needs.

Powerfoil D

- ✓ Virtually silent direct-drive motor engineered and purpose-built by Big Ass Fans
- ✓ Diameter options from 8 to 24 feet
- ✓ Patented airfoil system engineered for durability and max airflow
- ✓ Suitable for indoor and outdoor use with entire fan IP66-rated
- ✓ Easily integrates into building automation (0-10 VDC, Modbus standard; BACnet adapter optional)
- ✓ Static tube for optional LED kit, occupancy sensor, or other attachments
- ✓ Eight redundant safety features and built-in accelerometer
- ✓ Standard variable-speed digital controller for easy operation

Proprietary Source

Big Ass Fans is the only manufacturing source for the product listed in this document. Our dedicated staff of designers, engineers, and sales specialists can assist with application needs and are committed to customer satisfaction.

US Patent Numbers

Multiple patents pending.

State Accommodations Tax Advisory Committee
Isle of Palms, South Carolina

Application for City of Isle of Palms ATAX Grant

For Office Use Only

Date Received:_____ Total Project Cost:_____
Total Accommodations Tax Funds Requested: _____
Recommendation by City of IOP Staff(yes and if so amount ;no; defer to committee; n/a) :
_____
Action Taken By Accomodatoins. Tax Advisory Committee:
Date_____Approved_____Denied____Amended_____Other_____

(Please Use Additional Paper and Include Pertinent Documentation as May Be Needed)

A. Project Name: VFW Tourist Enhancement Project

B. Applicant Organization: VFW Post 3137

1. Mailing Address: 1004 Ocean Blvd: IOP, SC 29451

Telephone: 843 886 6940 Email: vfwpost3137gm@gmail.com

2. Project Director: Bo Stallings

Telephone: 803 224 8704 Email bo.stallings@comcast.net

3. Description of Organization, Its Goals and Objectives:

Total veterans support: Assist community by supporting local tourism with an ideal location

C. Description and Location of Project:

Our Post provides a public walkway to the beach. The walk way has fallen into dispepair: We would like your assistance in redo of wooden portion

✓ Single Event? ____ Ongoing Event/Annual Need?

1. Date(s): of project/ event or start date: April Completion date: June

2. Impact on Tourism: What percentage of persons benefitting from this project are tourists, ie. those coming from more than 50 miles away and expected to spend the night on Isle of Palms (90 %) compared to Isle of Palms residents (5 %) vs. visitors from within 50 miles such as "day trippers" (5 %)
This walk way is in center of IOP and open to the public
*Source of tourist data (website tracking, surveys, lodging data, sales information, etc.)

3. If this application is for an ongoing event, what is the percentage increase/decrease in tourist attendance compared to each of the past three years' events? increases every year
*Source of tourist data visitor log – visual –
(website tracking, surveys, lodging data, sales information, etc.)

4. Is your event to be conducted entirely on Isle of Palms? Yes If not, please set forth the percentage occurring on Isle of Palms, as well as the specific locations and the percentages occurring elsewhere.

5. To your knowledge, does anyone else promote projects similar to yours within the city limits of Isle of Palms? If so, how is your project similar and/or unique? Given the parameters, please explain why your project is entitled to City of Isle of Palms ATAX funding.
NONE

6. Set forth fully the successes and failures you have experienced for your proposed project for which you seek City of Isle of Palms ATAX funding for each of the past three years. Set forth the metrics by which you have

measured success for the past three years, as well as the metrics by which you will measure success for the current year's project/event on the City of Isle of Palms. membership up: visitors up

7. Describe fully how and why your proposed project/event qualifies for City of Isle of Palms ATAX funding. meets ATAX committee requirement
8. If your project is granted City of Isle of Palms ATAX funding and realizes a profit, do you commit to returning the profit to the City of Isle of Palms? ___ If not, please explain fully, to include what you will do with the money. **Note**: It is impermissible to donate or "pass through" City of Isle of Palms ATAX grants to any other organization, except as authorized by City of Isle of Palms. Further, the City of Isle of Palms does not approve of "carry forwards" of ATAX grants for use in ensuing years, absent extraordinary and compelling reasons in the sole discretion of the City of Isle of Palms. Excess funds must be returned to the City of Isle of Palms.
9. Please attach your budget reflecting the amounts and sources of all related income and donations from others for the project/event, as well as expenditures for each of the last three years. In addition, set forth projected income and expenses for this year's project/event, as well as all expenses, both incurred and paid, as well as projected.

D. **Financial Justification** ("heads on beds" and ancillary benefits)

1. Describe fully and provide relevant documentation for each of the past three years reflecting:
   - Where, as a specific result of your project/event, have tourists spent the night on Isle of Palms, ie. those incurring accommodations taxes for lodging. Include the lodging providers addresses phone numbers, rooms utilized, costs and nights stayed.
   -Where do you project tourists for this year's project to spend the night (ie. lodging for those expected to pay accommodations taxes, to include hotels, condos, house rentals, etc.)? What is the basis for your projection? As an illustration, you may set forth blocks of rooms in hotels that have been reserved, private lodging that has been booked or are expected to be booked, etc.
   Visitors log: membership increase: tourist increase
   Veff for Vets, Memorial Bittle garden: location
2. Provide all additional economic and other relevant information justifying the grant of ATAX funding by City of Isle of Palms for your project/event, as well as your means of calculation. Attached
3. Set forth the number of tourists attending your project/event on the Isle of Palms for each of the past three years. Include where applicable all relevant documentation along with the methodology by which you have done your calculations. The number would be Tens of thousands
4. Set forth the number of attendees projected for this year's project/event, and well as the means of calculation. easily 10,000

This is a public walkway that we maintain. It is visible that 100's per day walk on way to beach or publicly provide shower

5. Is the project/event for which you seek City of Isle of Palms ATAX funding during the "off season" or "shoulder season"? If not, please explain the justification. Are proposed dates flexible so as to be amenable to off-season and/or shoulder season scheduling? Yes
6. Describe fully all potentially negative aspects of your project/event, if any. This would include, by way of illustration, the potential for overcrowding particularly during warm weather months, parking challenges, health and safety issues, added responsibilities and difficulties imposed on first responders, impact on peace and tranquility- especially in residential neighborhoods and for tourists and factors potentially impacting adversely on the character of the City of Isle of Palms. None

E. **Marketing Plan**

Describe fully your past three years marketing for your project/event, as well as your current year's advertising and marketing plan, to include all means of broadcast. Please include and attach all applicable documentation and the projected costs involved.

F. **Funding**: Sources of Income for This Project/Event (Please attach all supporting documents)

1. Sponsorships or Fundraising: Amount $_____ From _____
2. Entry Fees : Amount $ _____ From _____
3. Donations: Amount $ _____ From_____
4. Accommodations Tax Funds Request: Amount $ 5000.00

   Date(s) Required: 6/15/23 Lump Sum ✓ Installments_____
5. Other: Our Post will cover the difference
6. Total Funding: _____ Total Budget: _____

G. **Financial Analysis**

Please Provide a Line Item Budget for your project/event

currently have verbal estimate of $7200.
Have request written estimate & will attach upon recieving

If awarded, Isle of Palms ATAX funds are requested as follows:

(1) Lump Sum(s): $ 5000 on 6.15.23 (date),
$ _____ on _____ (date),
$ _____ on _____ (date).

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

H. Miscellaneous

1. In what category do you place your project/event and why?
   - Festival ✓
   - Marketing ✓
   - Other (Please Explain): safer & better accomodate visitors to IOP beach
2. Have you affirmatively reached out to the City of Isle of Palms staff for initial review for your project/event and if not, please explain. If you have reached out, what feedback did you receive, both positive and negative and specifically from whom? N/A
3. If applicable, explain why you have not sought funding from sources other than the City of Isle of Palms for the funding of your project/event. If you have sought alternate or additional funding, explain fully the results to include the source(s) for funding, from whom received and set forth all amounts received or expected to be received from other sources. N/A
4. Does your project/event have applicable liability insurance, to include the City of Isle of Palms, its employees and agents and if so, what are the liability limits? If not, please explain why not and explain who will agree to bear the costs, burdens, damages and legal fees for your project/event in case claims for damages are made against the City of Isle of Palms, its employees and agents as a result of your project/event. A minimum of $300,000 of liability insurance is typically required unless that requirement is specifically waived in writing by the City of Isle of Palms in its sole discretion. If there is applicable insurance, do you commit to making the City of Isle of Palms, its employees and agents additional insured(s)? If not, explain fully the basis. If applicable, you must include a copy of the relevant insurance policy reflecting the City of Isle of Palms, its employees and agents are additional insured(s), for your project/event. Yes: VFW has current relevant insurance
5. Do you assert that the project/event for which you seek City of Isle of Palms ATAX funding is sustainable in the future? If so, please explain fully. If not, please explain fully. Probably for up to 6-7 years
6. In the event City of Isle of Palms grants your project/event ATAX grant funding, do you acknowledge that no such funds can be spent for the purchase of alcohol or tobacco products? Yes If not, please explain your justification. _____
7. In the event your project/event is awarded City of Isle of Palms ATAX grant

funding, but is postponed for more than 180 days of receipt of funding, do you acknowledge that you must return to the City of Isle of Palms all ATAX grant money received from Isle of Palms absent extraordinary circumstances and within the sole discretion of the City of Isle of Palms? Do you agree? Yes If you do not agree, please set forth fully your reasons._____

8. In the event your project/event is granted City of Isle of Palms ATAX grant funding, you must and do hereby agree by the filing your application personally to hold harmless and indemnity the City of Isle of Palms, its employees and agents from and against any claims for damages to include, *inter alia*, legal fees relative to your project/event. Do you agree? Yes If not, please explain. _____
   If not, please explain fully your basis._____
9. In the event the City of Isle of Palms provides ATAX grant funding for your event/project, set forth in detail how you will acknowledge the City of Isle of Palms as a grantor of funding.

   _____

   Newsletters, through Post Historian & media person Facebook, regular meetings, Island Eye News

VFW POST 3137
1004 Ocean Boulevard
Isle of Palms, SC 29451

OUR MISSION

To serve our nation's veterans, the military, and our communities. To advocate on the behalf of all veterans.

Our Post is honored and proud to have earned the right to be named a South Carolina All State Post and a nationwide All American Post for the sixth year in a row.

ANNUAL POST 3137 COMMUNITY SERVICE

- Our Post supports all Isle of Palms Public Events.
- Recently completed Patriots Courtyard, outside Wall Mural, and Flag Pole dedications that are open to our community for Beach Access and Visitation.
- Beach Shower installed on VFW/Windjammer property and open for public use.
- Sand Dunes friendly fence installed to help protect dunes and native grass.
- Ongoing Post events that are open to our community.
- Support for local Students and Teachers through VFW scholarship programs, Patriots Pen, Voice of Democracy, and Teachers of the Year awards.
- Ralph H Johnson VA Medical Center volunteer work.
- Charleston Fisher House support.
- VFW National Home for Children.
- Help fulfill the unmet needs of local homeless veterans.
- Pearl Harbor Memorial participation at Patriots Point.
- US Flag etiquette and proper Flag Retirement for our Community. Worn Flag Drop collection box on Site.

- Support for local youth development programs such as Junior ROTC, Scouting, Youth Color Guard, and Civil Air Patrol.
- Use of our Post for public events such as, VETTE's for VETS Car Show, Navy Seals Swim Jam, Nurse's for Vets, among others.
- Toys for Tots.
- Annual Food and Clothing Drive for Local Vets.
- Buddy Poppy drive for our Community.

These events and organizations listed above are just a few of the many the Mission Driven Post 3137 efforts that are focused on the needs of our local Veterans and our Community.

Thank you for your consideration of our request for this year's ATAX Grant. These funds will allow us to continue our Post improvement and beautification projects, attracting VFW members and guests to our Post and The Isle of Palms for vacations and weekend stays in our Community.

Sincerely,

VFW Post 3137 Membership

GEOSYNTEC CONSULTANTS INC.

D/B/A

APPLIED TECHNOLOGY AND MANAGEMENT

PROPOSAL FOR CONSULTING SERVICES

ISLE OF PALMS MARINA

REVISED SCOPE FOR

PUBLIC DOCK BIDDING AND CONSTRUCTION PHASE SERVICES

ISLE OF PALMS, SOUTH CAROLINA

Prepared For:

City of Isle of Palms

Ms. Desiree Fragoso

July 18, 2023

Important Notice: *The information contained in this proposal is confidential and proprietary to Applied Technology & Management. It is intended solely for the lawful use of the persons/parties named above and must not be used for any purpose other than its evaluation and must not be divulged to any other third party, in whole or in part, without the prior written permission of ATM.*

INTRODUCTION

Applied Technology & Management (ATM) is pleased to present this proposal to assist the City of Isle of Palms with the redevelopment and conversion of the Watersports Dock at the Isle of Palms Marina to a public dock that provides paddle sports access/launching opportunities. Specifically, this proposal focuses on bidding and construction phase services for the proposed new Public Dock.

ATM's proposed scope of services related to these efforts are summarized herein.

PROPOSED SCOPE OF WORK

Task 1 – Limited Bidding Support Services

Under this task, ATM will provide limited bidding support services to facilitate the City's procurement process.

This work will include:

- Compilation of a bid package for the proposed improvements to include:
    - Front end documents
        - Project Narrative/Invitation to Bid
        - Instructions to Bidders
        - Bid Form/Schedule of Values
            - Inclusion of alternate bid items
        - Form of Contract
        - Insurance/Bonding Requirements
    - Bid Drawings
    - Technical Specifications
    - Technical Appendices
- Coordination with the City to advertise/distribute bid packages
- Coordination and leading a pre-bid meeting with the City and prospective bidders; *It is assumed that this meeting will be held onsite and will be one hour in duration.*
- Review and response to technical queries (RFIs) during the bidding process; Formal addenda will be developed and issued to bidders as needed. *Limited to 8 hours of ATM professional time for proposal purposes.*
- Technical review of received bids
    - Tabulate bids in MS Excel™ software for ease of comparison
    - Review bids to ensure thoroughness and adherence to bid requirements
- Formal recommendation for award to the City with regard to contractor selection
- Technical support to the City during negotiations with the selected contractor(s); *Limited to 2 hours of ATM professional time for proposal purposes.*

Task 2 – Limited Construction Phase Services

Upon contractor selection and execution of the construction contract, the ATM team will provide construction-phase services to ensure that the works are being delivered in compliance with contract documents and to aid the City with the administration of the contract.

We have assumed an eight-month construction duration for purposes of this proposal, inclusive of shop drawing preparation, review, fabrication, shipping, and installation.

Our proposed construction phase services include:

- Coordination and participation in an onsite pre-construction meeting with the City, contractor, sub-contractors, suppliers, etc.; *It is assumed the meeting will be held onsite and will last one hour.*
- Regulatory commencement notification
- Establishment of project documentation protocols
- Review of miscellaneous contractor submittals (schedule, work plan, safety plan, hurricane preparedness plan, etc.)
- Review of contractor materials submittals and product certifications
- Review of gangway and floating dock design submittals (including new floating dock, anchor piling and kayak launch dock); *Assume two reviews only (initial and final) for proposal purposes.*
- Limited observation of ongoing construction works; *Assume six site observations for proposal purposes.*
- Coordination with selected contractor and City as required; *Limited to 64 hours of ATM professional time for proposal purposes. (2 hours week/8-month duration)*
- Review and certification of contractor's Applications for Payment; ATM will ensure that the pay applications properly reflect the work completed, account for procured materials stored onsite or elsewhere, and is produced in accordance with the contract requirements. *Assume up to seven payment applications (total) for proposal purposes.*
- Project close-out
    - Conduct punch list inspection of all project components
    - Conduct audit of project documentation and close-out of open items
    - Establish and execute Certificate of Substantial completion and release of retainage/final payment
    - Facilitate regulatory closeout
    - Review and compilation of as-built documents for the City/Project Record; *It is assumed that the as-built drawings will be produced by the installing Contractor.*

PROFESSIONAL FEES

The total fees for the project are summarized below:

FEE SUMMARY	
Task 1 – Limited Bidding Support Services	$8,300
Task 2 – Limited Construction Phase Services	$48,600

Notes:

1. The fees shown for the above tasks represent lump sum fees for the scope of services as described herein, including professional labor and anticipated expenses.

2. ATM services may be initiated immediately upon the acceptance of this proposal and execution of an appropriate professional services agreement/contract amendment.

3. Should the selected contractors' proposed schedule vary from the project durations mentioned above, ATM reserves the right to revisit and appropriately adjust our scope and fee for this task effort. We will coordinate closely with the City in this regard and not exceed our contracted fee amount without prior written approval. Additional monthly construction phase service fees, if required, are anticipated to be on the order of $4,000/month.

National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

August 22, 2022

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. ***Patented Fitness Court® System***

   A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
      a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
         i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*

   B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.

   C. The Fitness Court® is available only in a single configuration, shown in the

appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.

D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.

E. Public Art Mural and Digital Engagement Wall
   a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
   b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
      i. NFC provides integrated consulting and design services to assist in this process.
   c. Digital Engagement Wall
      i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
         1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
         2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
         3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
   d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
   e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
      i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:

c. Mobile App Primary Features
    1. Mark Lauren Training Series
        a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
    2. Fitness Court® App Live Challenge Feature
        a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
    3. Annual Data Analytics Reporting
        a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
        b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
            i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
            ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
        c. See appendix for sample annual user data report.

d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.

b. For 2023, National Campaign sponsors include:
    i. The Keith Haring Fitness Court® Signature Series Collection
    ii. Engineered Installation Solutions
    iii. Regupol America
    iv. USA Shade and Fabric Structures
    v. Badger Sport

c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.

f. For more information, see: https://nationalfitnesscampaign.com/grants

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP

National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2023 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: https://nationalfitnesscampaign.com/grants

United States of America

United States Patent and Trademark Office

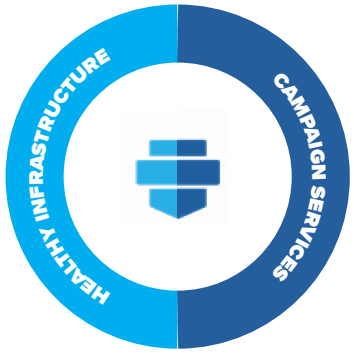
THE FITNESS COURT

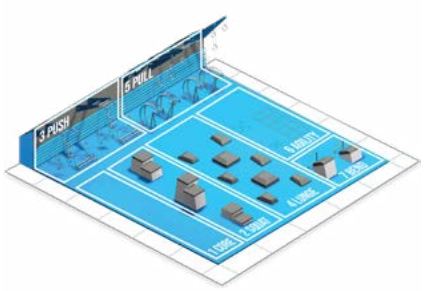
Reg. No. 4,307,958	MITCH MENAGED (UNITED STATES INDIVIDUAL) 1740 KEARNY STREET
Registered Mar. 26, 2013	SAN FRANCISCO, CA 94133
Int. Cl.: 41	FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).
SERVICE MARK	FIRST USE 0-0-1979; IN COMMERCE 0-0-1979.
PRINCIPAL REGISTER	THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.
	SEC. 2(F).
	SER. NO. 85-600,534, FILED 4-17-2012.
	KIMBERLY FRYE, EXAMINING ATTORNEY

Acting Director of the United States Patent and Trademark Office

NFC : COMPREHENSIVE PROGRAM

CAMPAIGN SUMMARY





FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!

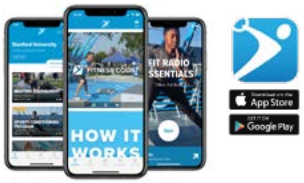
7 Minutes 7 Movements

Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting

Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programing, Workouts & Content

Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified *(America Council of Exercise)*

Launch & Public Relations

Featured Stories Highlighted through Press and Local Media

FITNESS SEASON

Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series

WORLD-CLASS TRAINING

SPRING

World-class training videos will available on the Fitness Court App.

WORLD-CLASS TRAINING

SUMMER

World-class training videos will available on the Fitness Court App.

CHALLENGE SERIES

FALL

The Fitness Season culminates with local, regional and national challenges for residents.

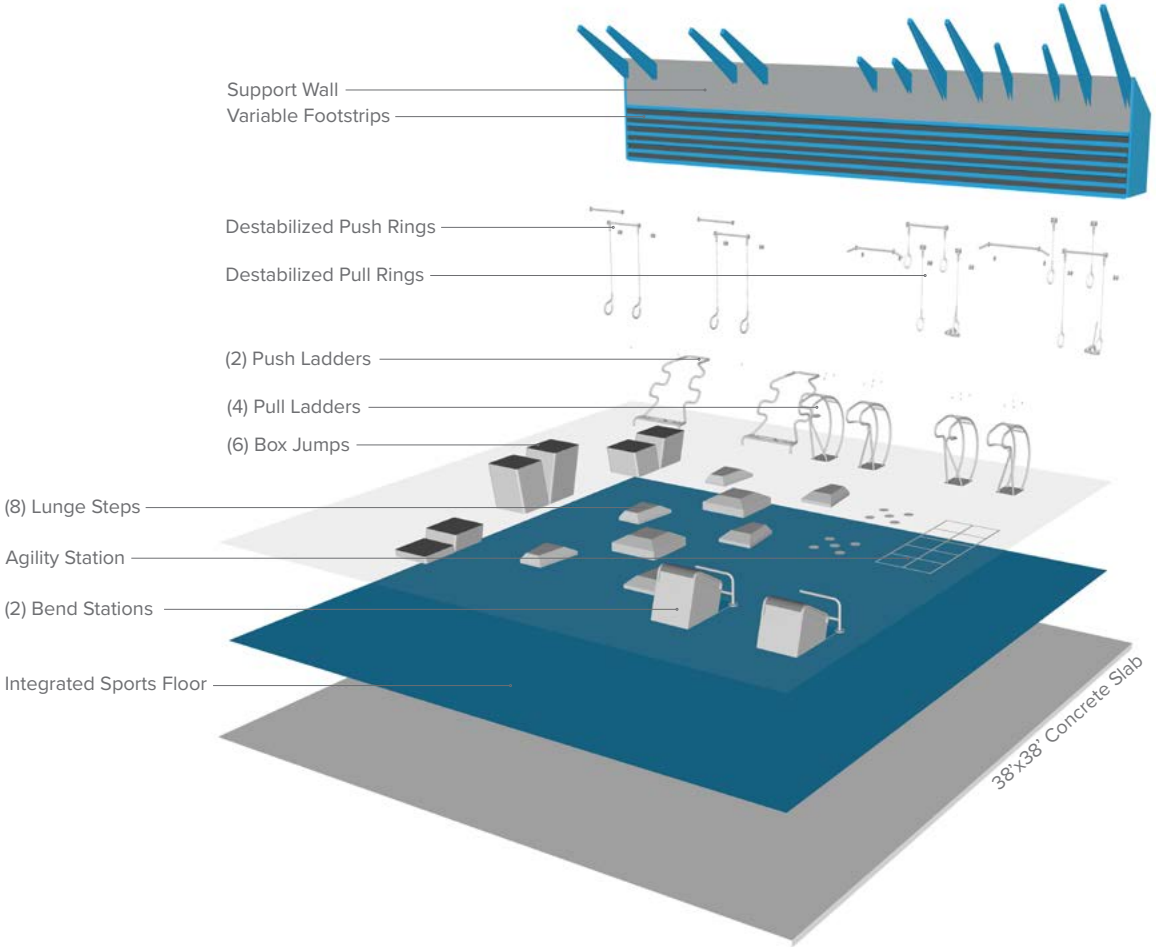
WORLD CLASS MATERIALS & SYSTEM
FITNESS COURT

Made & Manufactured in the USA
Designed by NFC in California.

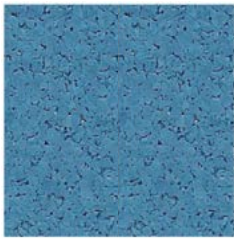
High Quality
Dual-layer powder-coating carbon steel

Durable Materials
Tamper-resistant, galvanized & stainless steel bolts and fittings.

Best In Class
Anti-graffiti laminate vinyl decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.


Top (Blue Option)

Top (Grey Option)

Bottom

Reducer with Tile

Reducer

NFC 2022 CAMPAIGN SPECIFICATIONS

PROGRAM SUMMARY

2023 PROGRAM SUMMARY: ***All items and services below are delivered to approved partners as part of the 2023 Campaign.***

HEALTHY INFRASTRUCTURE

FITNESS COURT®

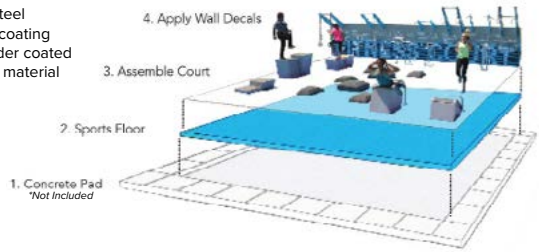
Fitness Court® Description:
32'x35' outdoor bodyweight circuit training system with the following components:
- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications
- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

Fitness Court Specifications:
- All structural components are made from high-grade carbon steel
- Structural components receive high-grade duel layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

Warranty + Maintenance
- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study
- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support
- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team. With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification
- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting
- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support
- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.

CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App
Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools
Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court. Up to five local Ambassadors are eligible to attend an in-person regional training event of their choice in 2023. **Regional training schedule provided May 2023*

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package
Media support and community engagement materials excite users and strengthen program adoption

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- **Fitness Court Gear:** minimum $750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

FITNESS SEASON 2023

Annual Activation Series: 2023 Fitness Season
Bring the Latest Events & Programs to Your Fitness Court® this Year!

- Spring 2023 : 18 new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer, Mark Lauren.
- Summer 2023: Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2023: Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards: annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce

NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, USA
NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919

FITNESS COURT™

SCHEMATIC DESIGN SET

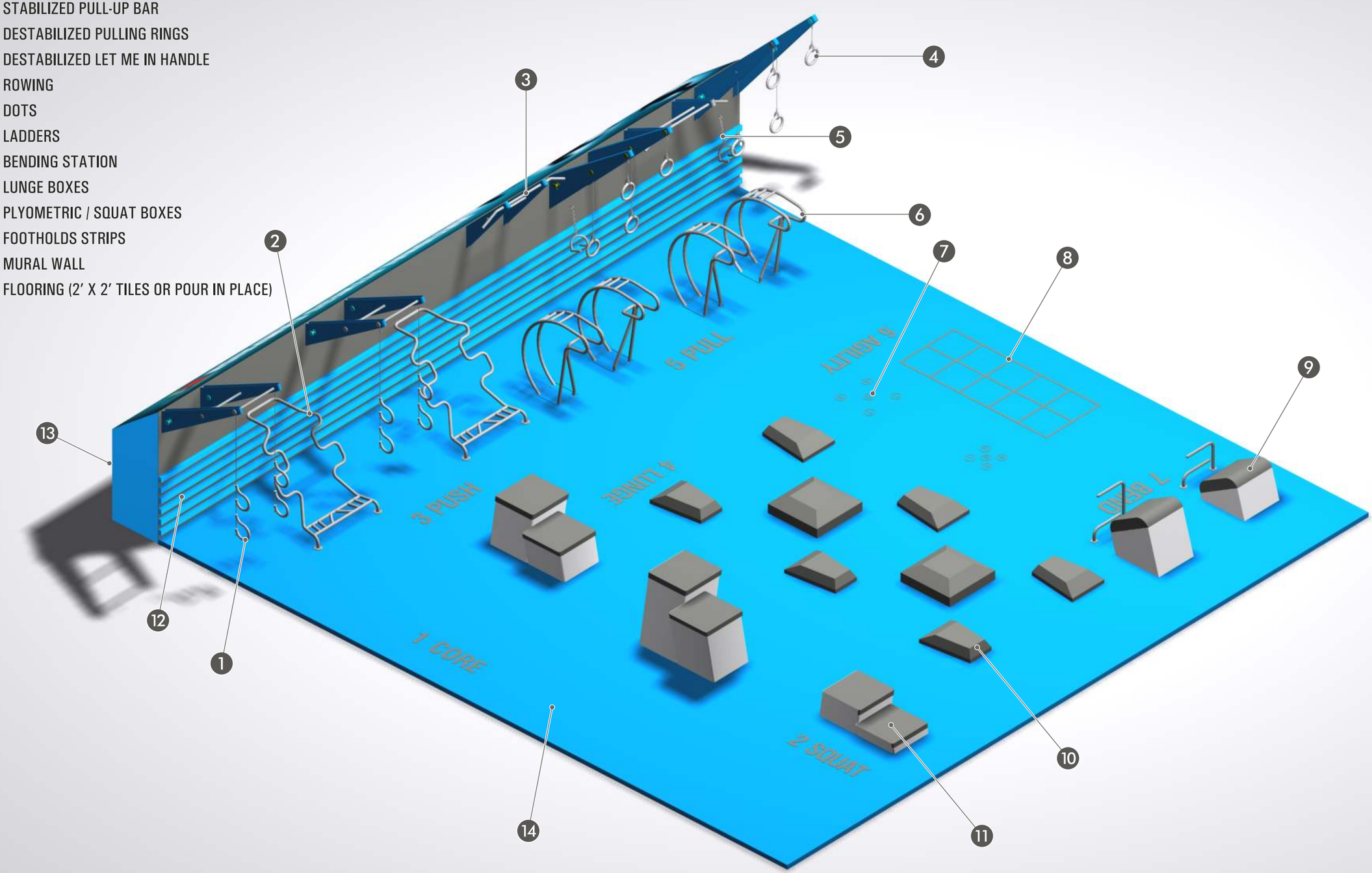
NOT FOR CONSTRUCTION

98

NATIONAL FITNESS CAMPAIGN

DATE	
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 01

1. DESTABILIZED PUSHING RINGS
2. STABILIZED FREEFORM PUSHING BARS
3. STABILIZED PULL-UP BAR
4. DESTABILIZED PULLING RINGS
5. DESTABILIZED LET ME IN HANDLE
6. ROWING
7. DOTS
8. LADDERS
9. BENDING STATION
10. LUNGE BOXES
11. PLYOMETRIC / SQUAT BOXES
12. FOOTHOLDS STRIPS
13. MURAL WALL
14. FLOORING (2' X 2' TILES OR POUR IN PLACE)



Body Weight Fitness

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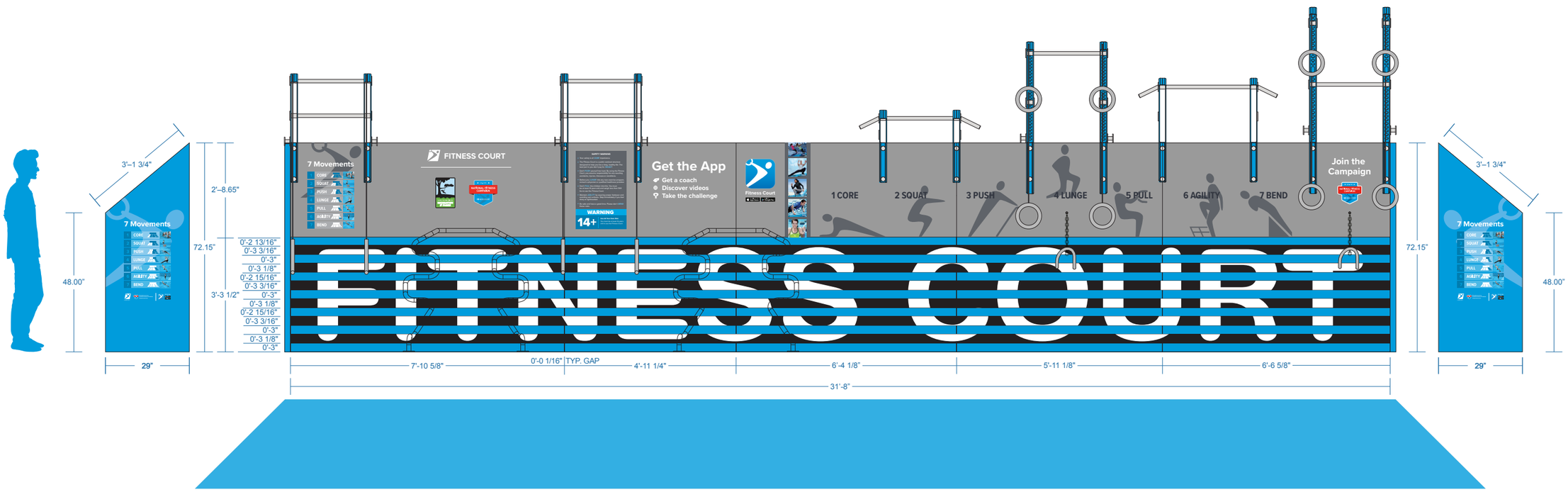
NATIONAL FITNESS CAMPAIGN

NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 02



NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

NFC FITNESS COURT SCHEMATIC ELEVATIONS

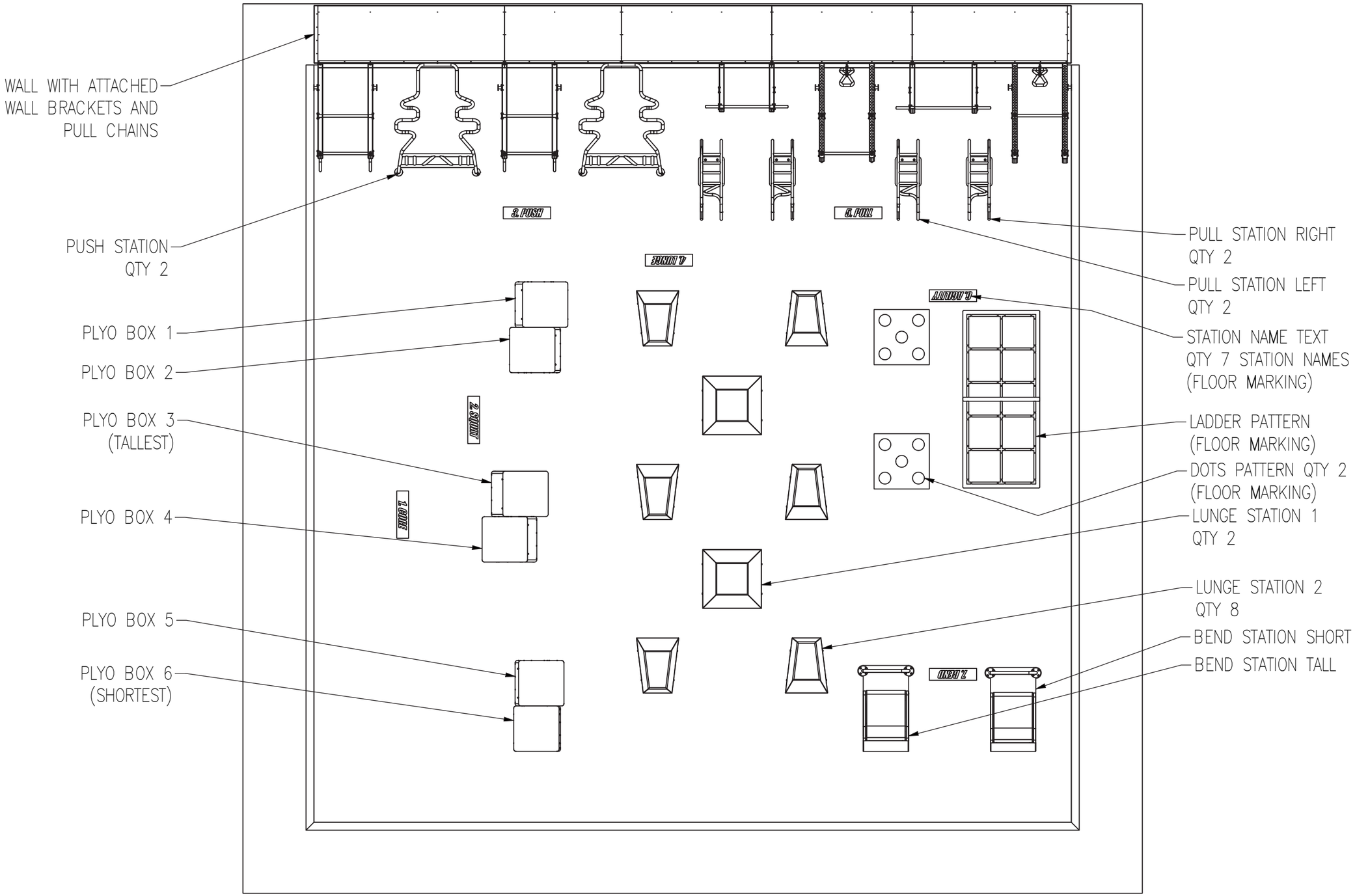
NOT FOR CONSTRUCTION

100

NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 03

EQUIPMENT AND FLOOR MARKING LAYOUT



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NATIONAL FITNESS CAMPAIGN

DATE 06.30.17

DESIGN NUMBER 565382

ARCHIVE NUMBER

SHEET FC 04

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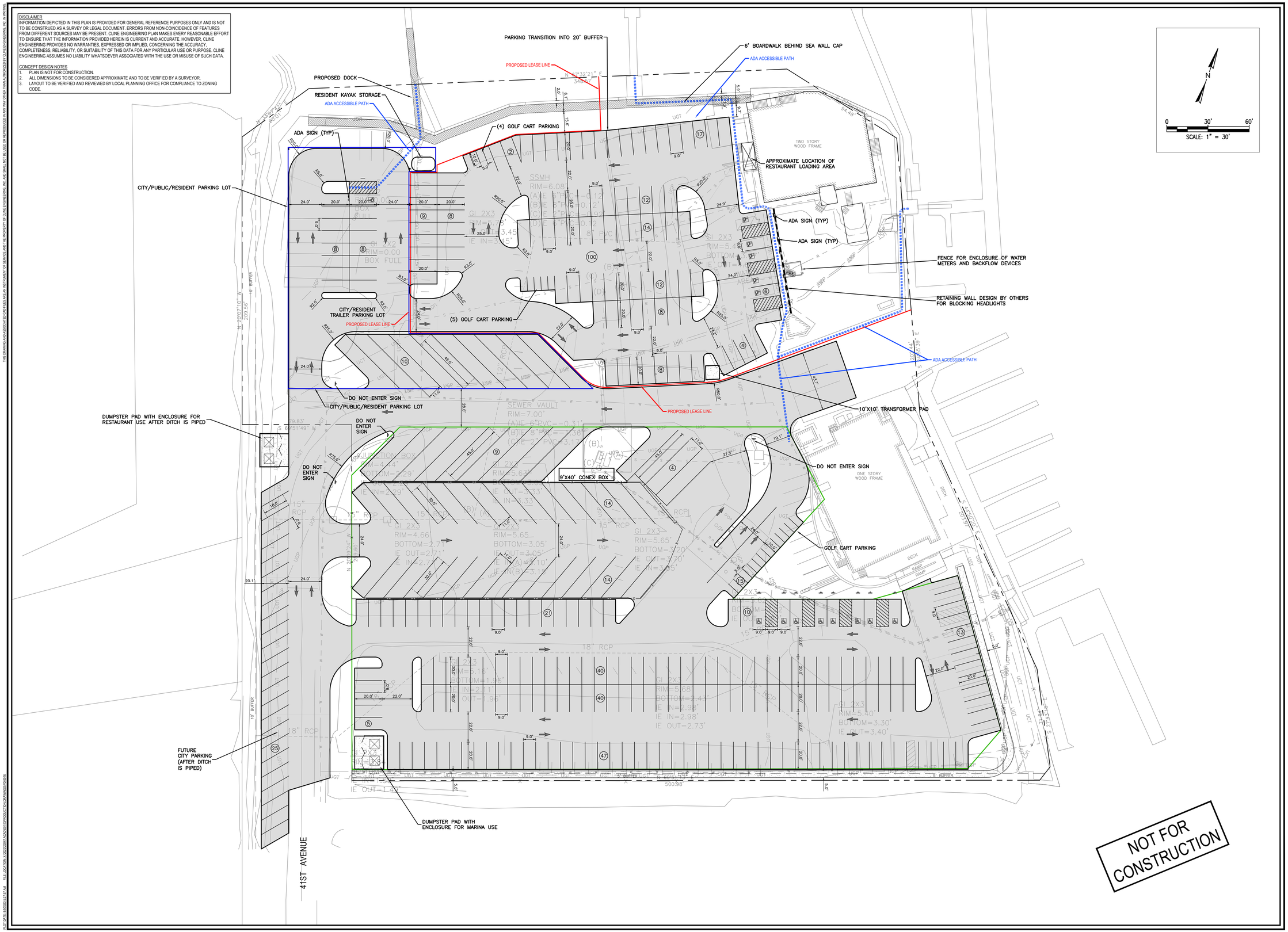
1. PLAN IS NOT FOR CONSTRUCTION.
2. ALL DIMENSIONS TO BE CONSIDERED APPROXIMATE AND TO BE VERIFIED BY A SURVEYOR.
3. LAYOUT TO BE VERIFIED AND REVIEWED BY LOCAL PLANNING OFFICE FOR COMPLIANCE TO ZONING CODE.



REV.	DATE	DESCRIPTION	DRAWN	APPV.

CLINE ENGINEERING
PROFESSIONAL DESIGN CONSULTING

IOP MASTER PLAN

SITE PLAN

50 41ST AVENUE
ISLE OF PALMS, SOUTH CAROLINA

PROJECT MANAGER	MEK
DRAWN BY	AJUR
PROJECT DATE	AUGUST 2022
JOB NUMBER	22041

SHEET NUMBER

H.1

PLOT DATE: 8/25/2023 3:31:31 AM FILE LOCATION: K:\2022\22041 IOP\PRODUCTION\IN\MASTER\H.DWG

Snapshots of shared parking lot on July 8, 2023.

7/8/2023 6:00:50 AM

7/8/2023 7:05:05 AM

7/8/2023 8:00:39 AM

7/8/2023 9:09:58 AM

7/8/2023 11:01:15 AM

7/8/2023 12:00:34 PM

7/8/2023 12:51:08 PM

7/8/2023 2:57:43 PM

7/8/2023 4:00:30 PM

7/8/2023 5:05:27 PM

7/8/2023 6:00:42 PM

7/8/2023 7:01:37 PM

7/8/2023 8:00:27 PM

Snapshots of shared parking lot on July 15, 2023.

7/15/2023 8:00:29 AM

7/15/2023 9:02:06 AM

7/15/2023 10:09:01 AM

7/15/2023 11:01:47 AM

7/15/2023 12:03:48 PM

7/15/2023 1:01:21 PM

7/15/2023 2:29:08 PM

7/15/2023 3:03:24 PM

7/15/2023 3:59:59 PM

7/15/2023 5:01:00 PM

7/15/2023 5:59:52 PM

7/15/2023 7:02:58 PM

7/15/2023 8:01:19 PM

7/15/2023 9:00:41 PM

Snapshots of shared parking lot on July 22, 2023.

7/22/2023 8:00:29 AM

7/22/2023 10:03:04 AM

7/22/2023 11:01:39 AM

7/22/2023 12:01:26 PM

7/22/2023 1:02:26 PM

7/22/2023 1:45:15 PM

7/22/2023 2:39:23 PM

7/22/2023 3:02:12 PM

7/22/2023 3:59:59 PM

7/22/2023 5:00:20 PM

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7/22/2023 10:00:08 PM

Snapshots of shared parking lot on August 5, 2023.

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8/5/2023 7:59:59 AM

8/5/2023 9:01:45 AM

8/5/2023 10:00:49 AM

8/5/2023 11:02:51 AM

8/5/2023 12:01:14 PM

8/5/2023 1:00:43 PM

8/5/2023 2:01:34 PM

8/5/2023 3:00:58 PM

8/5/2023 3:59:59 PM

8/5/2023 5:01:15 PM

8/5/2023 5:59:25 PM

8/5/2023 7:01:46 PM

8/5/2023 8:03:50 PM

8/5/2023 9:03:06 PM

8/9/2023 9:48:34 PM

Snapshots of shared parking lot on August 12, 2023.

8/12/2023 7:01:27 AM

8/12/2023 8:00:32 AM

8/12/2023 9:00:40 AM

8/12/2023 10:01:39 AM

8/12/2023 11:03:13 AM

8/12/2023 12:00:50 PM

8/12/2023 1:01:59 PM

8/12/2023 2:00:01 PM

8/12/2023 3:00:08 PM

8/12/2023 4:00:00 PM

8/12/2023 5:02:19 PM

8/12/2023 6:01:51 PM

8/12/2023 6:59:03 PM

8/12/2023 8:02:14 PM

8/12/2023 9:01:33 PM

8/12/2023 10:00:53 PM

PROCLAMATION

To declare August 31, 2023, as

Debbie Schimsa Suggs Day

WHEREAS, Debbie Schimsa Suggs, after 25 years of dedicated service to the Isle of Palms community, is retiring August 31, 2023; and

WHEREAS, Debbie began her career with the City of Isle of Palms in 1996 as the City Treasurer providing accounting and control services for all financial activities of the City, responsible for revenue collections, financial reporting and managing the City's debt and investments as well as preparing the annual budget; and

WHEREAS, Debbie's professionalism, commitment to excellence, leadership, and knowledge of financial best practices in budgeting and finance have been instrumental in the City's strong financial position; and

WHEREAS, Debbie has served the City of Isle of Palms and led in her role as Finance Director with integrity, compassion, professionalism, kindness, and a collaborative spirit with her colleagues; and

WHEREAS, Debbie's devotion to the government finance profession is matched by her love for her husband Steve Suggs, her sons Elliot and Mason and her alma matter Clemson University, especially the Clemson football team; and

WHEREAS, we, the City Council of the Isle of Palms, do hereby recognize and express the deepest appreciation and respect for the services rendered by Debbie Schimsa Suggs to the Isle of Palms community and wish her well in her retirement,

NOW THEREFORE, the Mayor and City Council of the City of Isle of Palms do hereby proclaim August 31, 2023, as

Debbie Schimsa Suggs Day

on the Isle of Palms and encourage our community to join us in celebration of this day.

Proclaimed by the Mayor and City Council of the City of Isle of Palms in meeting duly assembled this 22nd day of August 2023.

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Phillip Pounds, Mayor