



City Council

6:00 p.m., Tuesday, March 25, 2025

City Hall

Council Chambers

1207 Palm Boulevard, Isle of Palms, SC

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. **Call to Order** 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. **Citizens' Comments** – Citizens must state their name and address. All comments will have a time limit of three (3) minutes.
3. **Approval of previous meetings' minutes**
 - a. City Council Meeting – February 25, 2025 [p3-6]
 - b. Special City Council Workshop – February 26, 2025 [p7-8]
 - c. Special City Council Workshop- March 11, 2025 [p-9-14]
 - d. Special City Council Meeting – March 12, 2025 [p15-19]
 - e. Committee Meetings [p20-30]
 - f. Citizens' Comments [p31-32]
4. **Old Business**
5. **New Business**
 - a. Consideration of purchase of Public Works Director Truck, \$43,444, Ford of Spartanburg, State Contract [FY25 Budget, Hospitality Tax, \$38,000] [p33-34]
 - b. Consideration of purchase of 1100 roll out carts, \$74,809.09 – Amick Equipment, sole source contract [FY25 Budget, General Fund, \$100,000] [p35]
 - c. Consideration of purchase of 1100 roll out cart assembly and delivery, \$14,025 – Container Pros [FY25 Budget, General Fund, \$100,000] [p36-41]
 - d. Consideration of award of contract for Palm tree trimming \$28,080- Planet Green Landscaping [FY25 Budget, Municipal ATAX, \$34,000] [p42-46]
 - e. Consideration of shoal management bids- opening 10am March 25 [FY25 Budget, Beach Preservation Fee Fund, \$187,500]
 - f. Consideration change order to handle final design, bidding and negotiation, and construction administration for shoal management project- \$136,680- CSE [p47-58]
 - g. Consideration of contract with Thorn Run Partners- \$96,000 annually split 50% with IOP Water and Sewer Commission [p59-74]



- h. Consideration of MOU with Charleston County PRC for future maintenance of emergency beach access path [p75-77]
- i. Consideration of mutual aid agreements:
 - i. Aviation Authority [p78-81]
 - ii. Charleston County Sheriff's Office [p82-86]
 - iii. Charleston County Sheriff's Office Equipment Loan [p87-88]
- j. Consideration of surfing instruction applications [p89-115]

6. Boards and Commissions Report

- a. Board of Zoning Appeals – minutes attached [p116-118]
- b. Planning Commission – minutes attached [p119-120]
- c. Accommodations Tax Advisory Committee – minutes attached [p121-124]
- d. Environmental Advisory Committee – minutes attached [p125-140]

7. Ordinances, Resolutions and Petitions

- a. Second Reading - Ordinance 2025-02 parking fees [p141]
- b. Resolution- Resolution 2025-04 parking fees [p142-143]

8. Executive Session – in accordance with SC Code Sections 30-4-70(a)(1) and 30-4-70(a)(2) to discuss the City's Administrator's employment contract. Upon returning to open session, Council may take action upon matters discussed in Executive Session.

9. Miscellaneous- Consideration of City Administrator employment contract and appointment

10. Adjournment



City Council

6:00 p.m., Tuesday, February 25, 2025
City Hall Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

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

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

2. Citizens' Comments

Mayor Pat O'Neill of Sullivan's Island thanked the IOP Fire and Police departments for their recent assistance with a structure fire and help in locating a missing person. He said their assistance illustrates the importance of the mutual aid agreement between the two island. He thanked them for being a good partner.

Randy Bell's comments are attached to these minutes.

Tony Santiago spoke about the hiring process for the City Administrator. He told City Council what they should be looking for in candidates for City Administrator. He said he is concerned about paying "premium" for the City Administrator salary.

Al Clouse's comments are attached to these minutes.

Michele Boykin told City Council that she expects the process for hiring a City Administrator to be followed. She said Council members should be kind and treat each other with respect.

Laura Lovins's comments are attached to these minutes.

Suzi Wheeler's comments are attached to these minutes.

Christine Donovan's comments are attached to these minutes.

Catherine Molloy's comments are attached to these minutes.

Josh Hooser's comments are attached to these minutes.

Brian Duffy's comments are attached to these minutes.

Bev Miller's comments are attached to these minutes.

Curtis Helfrich expressed his thanks to Director Pitts and the Public Works team for all that they do to keep the island clean and free of debris. He spoke highly of Director Kerr and believes him to be a very capable candidate. He thanked City Council for their passion in taking care of the City. He encouraged them to collaborate and cooperate to find the best solution for the City.

3. Approval of previous meetings' minutes

- a. City Council Meeting – January 28, 2025
- b. Special City Council Meeting Workshop – February 11, 2025
- c. Special City Council Meeting – February 13, 2025

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

4. Old Business – Consideration of parking lot layout for the Intracoastal Waterway side of the marina parking lot

Council Member Miars reminded Council of the history of layouts for this parking lot. She said the new plan is based on square footage. She said, that while not perfect, the plan does provide the square footage the City needs along with seven dedicated, full-time trailer parking spaces, greenspace around the public dock, while maintaining necessary buffers.

Director Kerr added that “the City is gaining a little bit larger greenspace, seven dedicated full-time trailer spaces, about 15 new car spaces that are in what is currently used as the employee lot, and then it also accommodates the 15’ buffer along the southern edge of the property, which is a requirement of our City code.” He noted that the “shape and maneuverability of the trailer spaces has always been the design challenge.”

Director Kerr said he believes the restaurant is okay with this design and suggested the layout could be changed for this year and completed in a more permanent manner after the season and after the Water & Sewer Commission has completed their work in the area.

Council Member Anderson said this layout is not the vision she had for this area. She believes the City has not gained anything with this plan and that the plan does not reflect proper placement of the dumpsters. She will not support this plan. She offered some changes to the location of the ingress and egress.

Discussion ensued as to possible changes to be made to the plan to better accommodate the needs of the City. Mayor Pounds suggested this matter return to the Public Services & Facilities Committee for further discussion with the restaurant and Matt Kline. Director Kerr said a discussion with Council as a whole could be had at a future workshop.

5. New Business

a. Beach Update/report of \$25,000 emergency sandbag purchase

Director Kerr said the worst of the erosion is still concentrated in the Beachwood East area. He reported, “We made an emergency purchase of an additional 50 bags since your last allocation, and the City’s procurement ordinance requires that be reported.”

The USACE has begun delivering sand to Breach Inlet. The sandbags in that area need to be removed before the sand can be moved. He said, “We believe that we are very close to a point of transitioning from buying new bags and installing them in the Beachwood East area to actually moving the bags that are current at Breach Inlet properties and physically moving them down” to Beachwood East. He said the cost of moving the bags is a quarter of the cost of purchasing and filling new bags.

b. Approval of Financial Analyst job description

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

c. Consideration of Thomas & Hutton proposal for \$25,000 to include permit modification, construction administration, and surveying to create new drainage easements for upcoming flood mitigation work within the Wild Dunes golf course

MOTION: Council Member Streetman made a motion to approve, and Council member Miars seconded the motion.

Director Kerr said, “This is the work that you all have talked about and authorized to happen within the Wild Dunes Golf Course. Thomas & Hutton has had to modify the permit that was issued to the golf course to cover some of our work. I think they are well underway with that portion of the work, and it may already be submitted now. We also would like for them to handle construction administration work through the project with the contract as well as we have a need to create new drainage easements with the golf course. We want to be able to maintain whatever we install on the golf course going forward, and they have been agreeable to granting us drainage easements where we have improvements. So this is \$25,000 that would cover that work.”

Mayor Pounds added, “We are not paying for golf course improvements. We are paying for flood mitigation along the Waterway Boulevard path, which is a much bigger project than just what is happening on the golf course.”

Council Member Bogosian pointed out a discrepancy in the final numbers on the spreadsheet, noting they did not add up. Director Kerr said he would look into it and report back.

VOTE: A vote was taken with all in favor.

6. Boards and Commissions Report

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

7. Resolutions

a. Resolution 2025-03 – a resolution to authorize Front Beach Fest

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

b. Resolution 2025-04 - a resolution to sponsor Lowvelo

MOTION: Council Member Miars made a motion to approve and waive the reading. Council Member Bogosian seconded the motion. The motion passed unanimously.

8. Executive Session – to receive legal advice about parking ordinances, receive updates on all pending cases, and discuss employment matters- specifically the appointment and compensation

of the City Administrator. Upon returning to open session, Council may take action upon matters discussed in Executive Session.

MOTION: Mayor Pounds made a motion to go into Executive Session to receive legal advice protected by attorney client privilege regarding Smith vs. IOP (Case No. 2025-CP-10-00755), Ordinances 2025-01 and 2025-02, and PCI contract revisions. Council Member Hahn seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 7:14pm.

City Council returned from Executive Session at 7:33pm. Mayor Pounds said no decisions were made.

9. Ordinances and Contract

a. Second Reading – Ordinance 2025-01

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

b. First Reading – Ordinance 2025-02

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

c. Consideration of PCI agreement revision

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

10. Miscellaneous

11. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Anderson seconded the motion. The meeting was adjourned at 7:34pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Special City Council Committee Meeting
11:00am, Wednesday, February 26 , 2025
City Hall
Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

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

Also present: City Attorney McQuillin, HR Officer Ladd, Christin Mack of Finding Good People

2. Executive Session -- in accordance with Section 30-40-70 (1) to interview candidates for the City Administrator position. The Committee may take action upon exiting Executive Session.

MOTION: Mayor Pounds made a motion to enter into Executive Session in accordance with Section 30-40-70 (1) to discuss candidates for the City Administrator position. Council Member Ward seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 11:01am.

City Council returned from Executive Session at 12:06pm. Mayor Pounds said no decisions were made. He thanked Ms. Mack for her work throughout the search process.

MOTION: Council Member Hahn made a motion “to authorize staff to move forward with candidate Douglas Kerr to negotiate a salary package as the new City Administrator Council Member Streetman seconded the motion. A vote was taken as follows:

Ayes: Carroll, Ward, Hahn, Streetman, Anderson, Pounds

Nays: Miars, Bogosian, Pierce

The motion passed 6-3.

Prior to casting her vote, Council Member Anderson said, “I’d like to make a short statement. We have four well-qualified candidates. In my opinion, they are less qualified than Desiree, but all of them are perfectly capable of growing into the job. I would be satisfied with any of them, even if they were not my first choice.”

MOTION: Council Member Hahn made a motion “to authorize staff to negotiate a salary package with Mr. Kerr within the parameters as discussed in Executive Session as Option C.” Council Member Streetman seconded the motion.

Prior to voting, Council Member Miars said, “I just feel like that this is not what I could ever think that this City would agree to after what we were paying our previous City Administrator.”

VOTE: A vote was taken as follows:

Ayes: Carroll, Ward, Hahn, Streetman, Pounds

Nays: Miars, Bogosian, Pierce, Anderson

The motion passed 5-4.

3. Adjournment

Council Member Ward made a motion to adjourn the meeting, and Council Member Streetman seconded the motion. The meeting was adjourned at 12:11pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

DRAFT



SPECIAL CITY COUNCIL MEETING -- WORKSHOP
5:00pm, Tuesday, March 11, 2025
City Hall Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

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

Absent: Council members Carroll and Miars

Staff Present: Director Kerr, various department heads

2. Citizens' Comments – none

Due to technical difficulties, the order of the agenda was changed without objection.

3. Procurement

a. Discussion of purchase of Public Works Director Truck, \$43,444, Ford of Spartanburg, State Contract [FY25 Budget, Hospitality Tax, \$38,000]

Director Kerr said this truck, which has come in over budget, will be paid for with Hospitality Tax funds.

b. Discussion of purchase of 1100 roll out carts, \$74,809.09, Amick Equipment, sole source contract [FY25 Budget, General Fund, \$100,000]

c. Discussion of purchase of 1100 roll out cart assembly and delivery, \$14,025, Container Pros [FY25 Budget, \$100,000]

Director Kerr said items B and C are the first in a series of three purchases as part of the preparations for the transition to side-loaders for trash pickup. The purchase of the carts is sole source as the truck requires these carts. The carts have serial numbers and have a 30-year lifespan.

d. Discussion of award of contract for palm tree trimming - \$28,080, Planet Green Landscaping [FY25 Budget, Municipal ATAX, \$34,000]

Director Kerr said this budgeted expense is being paid for with Municipal ATAX funds. Concern had been raised previously about the palm trees being over-pruned, so the amount of the contract reflects less pruning. The cost is for pruning trees across the island.

4. Special Presentations – Sea Level Rise Adaptation Plan, Seamon Whiteside

Aaron Akin and Colleen Williams of Seamon Whiteside shared an adaptation plan that outlines the risk the Isle of Palms faces over the next decade from sea level rise. Mr. Akin explained to the Council their process for collecting information and data including meetings with a variety of city stakeholders and a community survey for which there were 233 respondents.

Mr. Akin said their analysis includes what the City should be prepared for in 2050 and what they can reasonably try to mitigate by 2050. He pointed out the largest impact of water inundation is projected to happen around 2040. He said the island is most vulnerable to sea level rise concerns on the back side of the island.

Ms. Williams reviewed proposed policies, projects, and strategies for the Council's consideration.

Director Kerr said the Planning Commission will review this plan and look for areas of overlap between it, the Comprehensive Plan, and the Community Enrichment Plan. They will group like recommendations, assign them to appropriate committees who will then suggest recommended action items to City Council. He also pointed out that the sea level rise adaptation plan does not assume any erosion to the front side of the island.

5. Dashboard of City Operations and Short-Term Rental Report

Director Kerr said there is one Police Department vacancy and two in the Fire Department.

The number of short-term rental licenses increase slightly over the past month to 1788. The license renewal process for the new licensing year has begun.

6. Departmental Reports

7. Financial Review

A. Financial Statements and project worksheets

Director Hamilton said the City is forecasting an overage of \$2.3 million in revenues when the \$1.1 million from AirBNB is included. 59% of revenues have been received, which tracks closely with the budget. Building licenses and permits are performing better than anticipated, at 62% and 73% respectively higher than prior year.

She pointed out areas in the budget where overages are anticipated including insurance for the public dock, elections, legal fees, and maintenance for Public Works vehicles.

Council members Bogosian and Pierce noted some numerical discrepancies that Director Hamilton said she would review. If necessary, the proposed budget will be reposted on the City's website.

The City received \$51,474 in Municipal ATAX funds, which is 5% ahead of prior year. State Accommodations Tax came in at \$396,649, which is 8% ahead of prior year. The City received \$100,769 from the County ATAX pass-through, which is also 8% higher than prior year.

\$55,450 were received in Hospitality taxes, which is 5% higher than prior year. Local Option Sales Tax receipts were \$89,113, which is flat over last years.

She noted an error on the sheets regarding the remaining balance of the Marina drainage project, where the actual balance is \$72,431. All sheets will be updated by the budget workshop.

8. **Capital Projects Update**

Director Kerr reported a change on the Waterway Boulevard project: “We have unfortunately heard from the Wild Dunes staff. We initially heard that they were willing to participate with us, with that project, and you’ll recall that this is a project to go from 6’ of protection to 7’ of protection. The only way that can realistically happen is to do it within the limits of the golf course. The golf course is being worked on now. It’s already been kind of torn up. We were kind of marching forward with trying to enter into an agreement with Wild Dunes to pay for that work and pay their contractor through Wild Dunes. That led to a legal review as to how the money should flow from the City to Wild Dunes to the contractor. I think, as best as I can tell, that legal review put the ownership in an uneasy position. So they came back to me and said unfortunately, we have to back out in our cooperation on this project. We have tried, the City has been trying to work to appease their concerns. We think that us hiring the contractor directly will help. We also think that if we could create new drainage easements, label those easements as having improvements that we solely take credit for, that we can potentially work through their concerns. But at this point, we’re very much trying to salvage that project unfortunately.”

He added, “It is my understanding that they feel like if they were to do a stormwater project and anything kind of ever happens to a property adjacent to that, and as you know, the nor’easter put 3-4’ of water into some of those houses, I think their ownership feels like if it’s their contractor, their property, it is going to be seen as their project, and that there is additional liability they are assuming by participating with us. I think it’s just purely an exercise in reducing liability wherever they can.”

Director Kerr said the first option is to continue working to salvage the original plan and work directly with the contractor, “then trying to clearly delineate that the property, that the improvement going on is our project, not their golf course and assume any liability that’s taking on by that project.” If that does not work, the other option is to return to the 6’ protection model, which puts additional properties back in harm’s way. He hopes to have a final outcome in a month.

He reported that the USACE is delivering sand to the south end of the island. The additional 50,000 cubic yards of sand dredged from the intracoastal floor has been placed. To create the new protective berm, the City will need to remove the sandbags. Those bags that can be salvaged will be moved to the north end of the island.

He added, “The Army Corps is not going to let us do it immediately because they have to survey in all of the material that is moved, quantify it, be sure they have record of what got moved before we scrape it up. So we are a little bit contingent on them giving us the go ahead to start to

do that. But we think it could be within the next two or three weeks that we could get that green light to be able to start doing that.”

Council Member Pierce requested regular communication be pushed out to the public about the status of the beach restoration projects. Director Kerr noted that the City only has control over the supplemental work and the shoal management projects, and can therefore, share updates about those projects. They will be unable to update any information about the USACE project.

Regarding the shoal management project, Director Kerr said he believes they will have one of the permits in hand in the next week. He added that he and Mr. Traynum are putting the bid packages and contracts together to solicit bids for that work. They are waiting for the environmental conditions from the environmental agencies to add to the bid packages. He hopes to open the bids the morning of March 25 so that he can bring a contract for Council’s consideration to the Council meeting that evening. If all of this aligns properly, he hopes to begin work in April and have the project completed in June.

He added, “You’ll recall that that project is budgeted for us to participate at a 25% share, Wild Dunes to participate at a 75% share. We have been having conversations with the Community Association, and they will also have their process of going through to get the 75% share approved, but they anticipate being able to do that pretty quickly.”

The marina tenants and the designer will attend the April workshop to discuss the greenspace. Good progress is being made on the emergency beach access path. The boardwalks at 26A and 36A are nearly complete. The County said the project at 21st Avenue is on schedule to be completed by the end of May.

9. Strategic Plan Policy Initiatives and Priorities

A. Livability

Review of the scope of the walkability study

Director Kerr shared that the cost of this study, between \$25-35,000, will be paid for from the funds sent to the CVB.

B. Environmental

C. Public Services

i. Discussion of MOU with Charleston County PRC for future maintenance of emergency beach access path

Director Kerr said the City Attorney is still working on the final form of this MOU as there is an issue with maintenance of the clutter bridge. He expects it will be ready for a vote at the March 25 City Council meeting.

ii. Discussion of Ordinance 2025-02 (parking)

Director Kerr explained, “This is changing the section of the code that specifically called out the parking rates at the Front Beach area. This will be on your agenda for Second Reading, and there

would be also a little bit of housekeeping item there where we would re-approve the same resolution that you approved, I believe, at the end of January just to have the timing sync up with that approval happening after the ordinance gets ratified, which was some of the way Mac wanted to handle that.”

iii. **Discussion of mutual aid agreement with the Aviation Authority**

Director Kerr said this is a stand mutual aid agreement that needs to be approved.

D. **Personnel**

E. **Other items for discussion**

i. **Update on search for federal lobbyist**

Council Member Bogosian said the Administration Committee along with General Manager Chris Jordan and Linda Tucker interviewed two firms – The Ferguson Group and Thorn Run Partners – for the federal lobbyist opening. He said the Thorn Run Partners are associated with the City’s State lobbyist and has connections to the South Carolina legislative delegation.

Director Kerr added that their proposals did differ significantly with regards to price and a slight difference in their offering with regards to grant writing. He said the City uses its own grant writer who has a very good rate of success. One firm had included up to \$36,000 of grant writing in their proposal. An adjustment has been made in one proposal such that the bids are nearly matching.

General Manager Jordan said he believes both firms are qualified and well connected. He said he is fine with either firm. Council Member Bogosian added that both firms noted it will likely be two years before the City and the Water & Sewer Commission see any return on their investment.

The contract will be on the City Council agenda for March 25.

ii. **Discussion of surfing instruction applications**

Director Kerr said the staff is still vetting the surfing instruction applications for complete insurance documents.

10. **Legislative Report**

Mayor Pounds said the liquor liability legislation has passed the house and now goes to the Senate. He added that the House has started on its budget process and the City’s requests have been submitted.

11. **Adjournment**

The next City Council Workshop will be held on Tuesday, April 8, 2025 at 5pm.

Council Member Ward made a motion to adjourn the meeting, and Council Member Hahn seconded the motion. The meeting was adjourned at 6:44pm.

Respectfully submitted,

Nicole DeNeane

City Clerk



Special City Council Committee Meeting
11:00am, Wednesday, March 12, 2025
City Hall
Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

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

Absent: Council Member Carroll

2. Business License Revocation Hearing – 20 20th Avenue

City Clerk DeNeane swore in all those giving testimony. Director Kerr explained to Council that the property at 20 20th Avenue has received 5 founded complaints which triggered the business license revocation hearing.

He said, “The property in question is a four-bedroom house. The City’s maximum number of vehicles is dictated by the number of bedrooms, and for this property specifically it’s four bedrooms, which translates to a maximum number of vehicles of four overnight.”

He outlined the incidents leading to the five founded complaints: 1/10/25 at 11:15pm, the property had five parked vehicles; 1/12/25 at 11pm, the property had 12 parked vehicles; 1/29/25 at 11:59pm, there were six parked vehicles; 1/30/25 at 11pm, the property had six parked vehicles; and 2/7/25 at 11:12pm, the property had six parked vehicles. Incident reports and correspondence between Code Enforcement and the property manager were included in the meeting packet.

Mr. Dane Derbyshire, representing the owner, said they understand the laws and want to comply. They have hired Avant Stay as property manager. He said they were not notified of any issues until the end of January. He pointed out that no incidents have been reported since the last one in February. They would like the opportunity to prove they are taking the necessary measures to correct the problem. They would like to be more involved with the property manager to ensure compliance. The house was a long-term rental until 4 years ago.

Mr. Brian McArdle, in-house counsel for Ferndale Properties, “I know it was presented as easy numbers, quick case. There were five instances, but it’s really just three rental stays that take place over the period of two events on one weekend, two events on one weekday period, and then one event on one separate stay.”

Mr. McArdle does not believe notice was provided in a timely manner so that the issue could have been corrected before the next complaint. He shared a schedule of renters, complaints issued, and notice of complaints given.

Ms. Sarah Quinn, property manager for Avant Stay, detailed the actions she and her team have taken to prevent this from happening in the future. They will no longer promote 20 20th and the adjacent property at 18 20th Avenue together. They have started sending text messages to the renters reminding them of the four-car limit on the property. Cameras are now pointed at the driveway and are monitored by her team every night until 9pm, with additional monitoring by their tech team. No Street Parking signs have been added at the property. Staff drives by all properties at the beginning and end of each day. They remind renters of fines that will be imposed if there are issues. There have been no issues since these measures have been put in place.

Ms. Quinn said this house is the only one with incidents, and all incidents have been called in by one neighbor. She said earlier notice from the Police Department would have helped them correct the problem faster. Signage had been on the property at the time of the incidents, but renters ignored them. She has provided offsite parking options for the larger homes. She suggested they could find a way to block off part of the large driveway at 20 20th Avenue to prevent renters from parking additional cars there.

Ms. Quinn was asked when these corrective measures were put in place. She said, “The camera has always been there. The listing having listed four cars on the listing has always been there. The kind of additional after hours, just watching of the camera is new since we were made aware, and the listing buyout take down is new. And then we have little No Parking signs, that is new as well.”

Mr. Derbyshire noted that they do not own the property next door. He said the owners received notification after the revocation notice was issued.

In rebuttal, Director Kerr said, “Just for a little context, I would say that the City’s policies, and it used to actually be three violations triggered this process, but it has never been contemplated that the City would be handling kind of immediate notice and quite frankly, if we’re there and we see something, that is already a strike. So the problem has happened. We haven’t kept the violation from happening. It’s already happened. It already generates the strike. The damage is kind of done at that point. I would just bring to your attention, I think Mayor you referenced the initial issue that we have on record was January 10. So 10 days into this calendar year, you only have five strikes for 365 days. One happened at 11pm on the 10th. They were given notice; Avant Stay was given notice of that within 48 hours. So Sunday, midday Sunday, an email went to them. They didn’t get it Saturday, but they got notice over the weekend on Sunday, and then that very night, there was a second strike. We find that when managers are aware now that they have two strikes and it’s only 12 days into the calendar year, they only have three strikes for the rest of the year.” Managers tend to become must proactive upon receipt of a second strike.

Ms. Allen said they do speak to police when there is a complaint as well as conversations with the renters. She said the neighbors do have her number and said it is helpful when the neighbors contact her.

Mr. Chris Hagy, 14 20th Avenue, said he is the one who has made all the complaint calls. He said the pool at 20 20th Avenue was put in after Avant Stay took over the property, and the noise coming from the pool keeps his children awake at night. He said he only calls when the noise is excessive. There are at least two parties a month at this property. He shared a statement sent by his elderly neighbor, Donna.

Mr. Hagy is glad to hear the adjacent homes are no longer listed together. He shared the dates of his most recent calls which were related to the number of cars parked at the property. He added that more recently cars started parking behind the home. He would prefer that the home be listed as a 7-day rental to prevent parties.

Chief Cornett said the Police Department's goal is to notify property managers as soon as possible about a violation. He said Avant Stay is not the issue; it's this particular property. He said they notify property managers and it is their responsibility to notify the owner. They found that notifying both simultaneously created friction between the two entities.

3. Executive Session

MOTION: Council Member Miars made a motion to go into Executive Session to receive legal advice. Council Member Hahn seconded the motion. The motion passed unanimously.

City Council entered Executive Session at 12:17pm.

City Council returned from Executive Session at 12:33pm.

MOTION: Council Member Bogosian made a motion to “revoke the short-term rental license for 20 20th Avenue for a period of three months and upon return to the rental that they would continue to have five founded complaints against them” through December 31, 2025. Any new founded complaint will issue another revocation hearing. Council Member Pierce seconded the motion. The motion passed unanimously.

City Council went off record at 12:33pm and returned to session at 12:52pm. Council Member Hahn was not present for the budget discussion.

4. Discussion of FY26 Budget

Council members reviewed the budget assumptions for FY26 including: tourism revenue based on 98% of most recent 12 months for ATAX funds factoring in AirBNB reporting and 95% for Hospitality fund; business license revenues at 94% of most recent 12 months also including AirBNB reporting; Building Permits at 85%, Residential Rental Licenses at 90%, and other revenues at 1-2%.

Council Member Pierce noted that although business licenses and operations seem to be thriving, the revenue figures don't align with this activity. He proposed that business owners should provide documentation to verify their income.

Council Member Bogosian observed that the revenue for the State Accommodations Fund for FY26 is higher than the forecast for FY25. However, the revenue for the Beach Preservation Fund appears lower than the FY25 forecast. Director Hamilton explained that the State ATAX revenues for FY26 include grant revenues from a FEMA reimbursable grant that was not utilized in FY25. Conversely, the Beach Preservation Fund received grant revenue in FY25, but none was budgeted for FY26. She added that the average of the last six years of ATAX funds aligns with the projected budget.

Council Member Pierce pointed to a significant increase in property tax debt service over the next five years. Director Hamilton said that assumption “was made because Council suggested last year that we have debt services for some of the larger projects that were coming up like the fire truck, like the Public Works vehicles, the City Hall renovations.” Council Member Pierce would like to see that pulled out of the budget until a millage increase is approved.

Director Hamilton said normal operating expenses remain mostly flat, but the budget includes a 2.5% increase in expenses. Personnel costs include a 2.5% COLA as well as a 3% merit increase effective 1/1/26. She shared the personnel increases anticipated on the State level as well as in surrounding communities. Personnel costs also account for a new position, the Resilience/Beach Preservation Manager, and a full-year budget for Financial Analysis. Additionally, provisions have been made to increase the vacation buyout from \$1,000 to \$2,000.

Of the two large drainage projects proposed in FY26- drainage improvement on Palm Blvd between 38th and 41st, and Waterway Blvd multi-use path, the City is responsible for \$918,000 of those costs.

Council reviewed the proposed capital expenditures. Council Member Bogosian asked Chief Oliverius to speak to the value of adding a high-water vehicle. Chief Oliverius said there has been flooding in excess of 18” by Fire Station 2. He said this truck will help the department keep up their services during times of flooding as well as assist Public Works in moving equipment. He said such a vehicle is safer for firefighters and patients needing to be moved. Other nearby municipalities have high-water vehicles, and he believes them to be part of best practices.

As there is 12-18 month lead time for such a vehicle, Council Member Ward asked if the cost could be straddled over two fiscal years. Chief Oliverius was amenable to that suggestion. He said they will be training with Mt. Pleasant, who has four such trucks. They will continue to look for grants for the truck and the fire suppression boat. Should the grant for the boat be awarded to the City, they would like to use the money to purchase the boat. He expects to find out about the Port Security grant in the fall.

The purchase of the new rear-end loader was re-budgeted to FY26 as it will not arrive until after the start of the new fiscal year. After multiple years of Public Works truck purchases, Director Pitts suggests the City go to “probably max three side loaders and keep at least two rear loaders, one for the miscellaneous and one for yard debris. If you get behind, you can put them in a packer.” All the new roll out carts are being deployed over a three-year period and will be ready when the first side loader arrives.

Mayor Pounds suggested paying for new rear loader in cash as well as the first side loader, moving any future garbage truck purchases in debt service out to later years, and revisit the plan after looking at interest rates during FY27 budget planning.

Council Member Pierce noted a mathematical discrepancy in the beginning fund balances on the one-page summary of the budget. Director Hamilton will look into the calculation.

Council Member Pierce also expressed concern about the split of the mobilization costs for the upcoming beach renourishment project. Director Kerr said that 50/50 split is because both the City and Wild Dunes need mobilization despite the split of the costs of the sand. Council Member Bogosian said a deeper discussion about Wild Dunes' participation in the beach renourishment is needed.

Council Member Bogosian said a revenue conversation is needed as expenses seem to be outpacing revenues. Mayor Pounds said there are minor changes proposed in FY26; the revenue concerns appear in the later budgets. Council Member Bogosian asked for more benchmarking and details concerning revenues. Council Member Pierce would like to see expenses by category, perhaps in a pie chart, at the next meeting.

Another budget meeting is planned for Wednesday, March 26, 2026 at 1pm.

5. Adjournment

Council Member Ward made a motion to adjourn the meeting, and Council Member Streetman seconded the motion. The meeting was adjourned at 2:03pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Public Services & Facilities Committee Meeting
9:00am, Tuesday, March 4, 2025
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 Pierce and Miars

Absent: Council Member Hahn

Staff Present: Director Kerr, Director Pitts, Asst. Director Asero, Director Ferrell,
Director Hamilton

2. Citizen's Comments -- none

3. Approval of Previous Meeting's Minutes – February 11, 2025

MOTION: Council Member Pierce made a motion to approve the minutes of the February 11, 2025 meeting. Council Member Pierce seconded the motion. The motion passed unanimously.

4. Old Business -- none

5. New Business

A. Review of FY26 operational budget for Public Works Department, Recreation Department, Drainage, Front Beach, Beach, and Marina

Director Hamilton said the operational budget of all departments assumes a 2.5% COLA increase and a 3% merit increase. The Public Works budget includes an increase in vehicle maintenance and repairs since the vehicles are older. Most expenses assume a 2.5% increase over last year.

She said the big drainage projects for FY25 include 38th and 41st avenues and Waterway Boulevard, most of which is paid for through grants. Council Member Pierce asked for a schedule of what monies are being spent in which fiscal year for the Waterway Boulevard project.

Director Kerr said there are no current plans for an undergrounding project, so the City will likely be unable to use the portion of the NSSF fund set to expire this year. Council Member Miars said it is critical to find out how to prevent losing out on these funds in the future.

Director Hamilton said there are minimal changes in the Recreation budget, with the biggest expenses next year coming from the capital budget. Director Ferrell reported that the playground is to be delivered soon, and installation will be completed in 4-5 weeks.

Director Hamilton noted the biggest change in the Front Beach operational budget is from changing the off-duty sheriff's deputy helping direct traffic in the summer to two BSOs, resulting in significant savings. Staff is still trying to determine if PCI needs another vehicle and whether or not kiosk-related expenses belong to the City or PCI.

Director Hamilton said the \$20 million budgeted in FY27 for a beach renourishment project. She shared, "We took everything out of the Beach Preservation Fund that we could possibly use to fund the project, as well as move some money from other funds to pay for it. So right now, the money to pay for it is coming from three different funds: one is Capital, State A [ATAX] and Municipal [ATAX] to cover the shortfall that the Beach Preservation will have once that \$20 million project happens."

She said the \$27 million price tag assumes an increase from \$10/cubic yard to \$12.50/cubic yard and 55% of the funds coming from Wild Dunes. There was some discussion about what percentage of the project Wild Dunes will be paying.

Council Member Pierce requested a schedule for the March 12 budget workshop that "shows where how much sand is going at each end, what the allocation assumptions are, and who is paying for what."

Director Hamilton the marina dredging project is planned for next year, some of which will be paid for with a grant. She also noted that the public dock now goes to the capital fund and does not appear in this budget.

Discussion ensued regarding incomes to the City from the marina tenants.

B. Review draft MOU with Charleston County PRC for future maintenance of the emergency beach access path

Director Kerr said the basis for this MOU "would be that the City would handle kind of long range, if something was destroyed by natural disaster or something happened catastrophic to our access path specifically, we would pay for that. Day-to-day maintenance, cleaning, edging" would be paid for by the County.

He added, "There is a component of this that has the City maintaining what they are calling the clatter bridge, which is kind of a dune drive over facility that is already there." He believes the County should continue to maintain that as they have in the past. The matter is under discussion with legal counsel. He anticipates a revised MOU will be presented to City Council for approval at the March 25 meeting.

The path should be fully operational before the season gets too busy.

C. Consider purchase of Office 365 migration, \$35,435.85 – VC3

Director Kerr said this is in the budget for \$30,000. He said Microsoft Exchange is “reaching the end of its life” and a transition to Office 365 is in order.

Council Member Pierce asked for clarification of monthly vs. recurring expenses related to this change and where it is budgeted. Director Kerr said he will speak with VC3 to gain clarity and report back to the Committee in April.

D. Consider purchase of Public Works Director truck, \$43,444 – Ford of Spartanburg

Director Kerr said the budget anticipated this truck to cost \$37,500 and it is coming in over budget even on the state contract.

MOTION: Council Member Pierce made a motion to recommend the purchase to City Council for approval. Council Member Miars seconded the motion. The motion passed unanimously.

E. Consider purchase of 1100 roll out carts, \$74,809.09 – Amick Equipment

F. Consider purchase of 1100 roll out cart assembly and delivery, \$14,025 – Container Pros

Director Asero said that while the City will always have rear-loading trucks, “this is to transition into the side-loading automated trucks. So you have to have the cans before you can actually transition to that truck. So this would be the first phase of what is remaining in the budget of 1100 cans. We spent about \$16,000 of that \$100,000 already putting cans out just as they are breaking.”

He continued, “Within the phases that we are going to do, it’s over three years, this budget, and then two more, we can go through every can. The amount that you see, that is through Amick Equipment. That is our sole source supplier for the toter can. The Container Pros is who would assemble, deliver, and then write down the serial numbers and all that, and deploy the cans.”

He said the original price from Container Pros was to assemble 1500 cans, and “we’ve spent some of that money. So we are down to 1100 cans. So the revised number would be roughly, I think I worked it out, it’s probably down a couple thousand, \$4,000.”

He added that there is an additional cost of disposing of the old cans, which came in higher than anticipated. He and Director Pitts have reached out to someone at Charleston County Recycling to see what can be done with the old cans, if anything.

MOTION: Council Member Pierce made a motion recommend to Council the approval of these purchases. Council Member Miars seconded the motion. The motion passed unanimously.

6. Miscellaneous Business

Director Kerr and Asst. Director Asero shared the new signage placed at the public dock. Council Member Pierce would like a review of public dock activities on future agendas. Council

Member Miars also suggested adding space for the marina tenants to speak with the Committee as needed on future agendas.

The next regular meeting of the Public Services & Facilities Committee will be Tuesday, April 1, 2025 at 9am.

7. **Adjournment**

Council Member Pierce made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 9:57am.

Respectfully submitted,
Nicole DeNeane
City Clerk



**Public Safety Committee Meeting
9:00am, Tuesday, March 4, 2025
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 Streetman, Anderson, Bogosian

Staff Present: Director Kerr, Director Hamilton, Chief Cornett, Chief Oliverius

2. Citizen's Comments

3. Approval of Previous Meeting Minutes – February 4, 2025

Council Member Streetman noted a change need to be made to the second of the motion for Vice Chair.

MOTION: Council Member Streetman made a motion to approve the minutes of the February 4, 2025 meeting as amended. Council Member Anderson seconded the motion. The motion passed unanimously.

4. Old Business

5. New Business

A. Discussion of Ordinance 2025-02 to amend parking fees

Director Kerr said after City Council set parking fees in January, staff discovered “there was a section of the code that actually established parking rates. So our resolution and this existing code were not aligned. So what this ordinance will do is it will reference Council resolutions as the tool to set parking fees.”

He further clarified the revisions: “Where the current code has the actual dollar amounts for each, it will now say ‘as set by resolution approved by City Council.’”

Discussion ensued about the non-resident parking passes. The matter will be added to the April agenda for further discussion.

MOTION: Council Member Anderson made a motion to recommend to City Council the approval of Ordinance 2025-02. Council Member Streetman seconded the motion. The motion passed unanimously.

B. Discussion of cameras in STR units

Chief Cornett said SLED is currently investigating the allegations made by Congresswoman Mace. Prior to that, there was one similar incident in 2023, but no charges were filed. The Chief then detailed the State ordinances regarding voyeurism, sexual extortion, stalking, and harassment. He would prefer to use these ordinances when handling such matters over a City ordinance as the fines and punishments are stronger.

Regarding cameras at STR units, Chief Cornett said what is permitted depends on the rental company. Most permit exterior cameras to confirm arrival and departure times but not inside the units. He encouraged people to report any cameras found inside units.

Chief Cornett said, “South Carolina does not have a very solid legislative bill about what short-term rentals can do inside of their homes. Some states do. South Carolina doesn’t. They leave most of that up to the municipalities to develop those ordinances.”

He said a person’s right to privacy follows them into their homes and hotel rooms, so a violation of that could be considered civil violation. This topic will be discussed with the STR group made up of rental agencies on the island.

C. Discussion STR code enforcement

Committee members discussed the portions of the City code related to STR enforcement that need revisiting, specifically the 5-strike time period, the number of cars permitted at a property, and cars parking on an easement or on a neighboring property to skirt the car limit.

Council Member Bogosian would like the Committee to review the parts of the City Code related to short-term rentals and livability. He would like recommendations from Chief Cornett and the Code Enforcement officers. Director Kerr will send the appropriate sections of the code to Committee members well ahead of the next meeting so they can prepare their suggestions and questions.

Chief Cornett said he has made a conditional offer of employment for one Code Enforcement position and anticipates being able to make a second one shortly thereafter.

D. Discussion of surfing instruction applications

Director Kerr referenced the five surfing instruction applications in the packet along with their requested locations, noting these location line up with where they held instruction last season. Staff is auditing the applications to ensure they have met the requirements. These requests will go before the full Council.

E. Discussion of Aviation Authority Mutual Aid Agreement

Chief Cornett said this is a standard mutual aid agreement with a law enforcement partner. This particular agreement is updated following changes to the Aviation Authority board and staff.

F. Review of Operational Budgets for Police and Fire Departments

Director Hamilton said both operational budgets assume a 2.5% COLA and a 3% merit increase. The Police Department Operational Budget shows a 7% increase over last year, with the majority of the increase coming from wages and salaries. The phone system is being changed in the Public Safety Building to match the one in City Hall; she is waiting for the final quote.

Council Member Bogosian said a FY25 budget forecast would be helpful to have ahead of the budget workshop.

Director Hamilton noted that insurance costs are flat, but she anticipates some increase due to the plans selected by employees. She also pointed out that funds have been added to coyote management, HAZMAT services, and investigative fees. She noted a savings in part-time wages following the suggestion by Chief Cornett to replace the off-duty deputy sheriff in the summer with two BSOs. The cost of the HVAC unit for the Public Safety Building is a separate line item and not included in the 1% building fund.

Director Kerr reported that she confirmed with PCI that “they [the City] are not responsible for any maintenance on the kiosks. However, if the City would like to continue to use cash in any of the meters once those meters fail, the City is responsible for replacing any meter. So that would need to go into our capital items every six years or so.”

Director Kerr added that the City purchased two kiosks last year and expects them to last 5-6 years. Chief Cornett said reports show increased usage of the app and a decreased use of cash.

In reviewing the Fire Department Operational budget, Director Kerr said that, like the Police Department, the assumption is that not all positions will be filled 100% of the time throughout the year. The budget reflects a 5% decrease in wages and salaries. The remainder of expenses are relatively flat.

Funds have been added for a conference, Tower 1002, IT equipment, and software. Chief Oliverius explained how the LMS software has created efficiencies within the department and will likely keep them from having to add staff in the future. Director Hamilton pointed out savings in medical & lab costs as well as in paramedic supplies.

Discussion ensued surrounding the new wellness and resilience program as well as a provision for body armor for the first responders in the Fire Department. The purchase of new body armor will be moved to a later budget. The high-water rescue vehicle is in the budget but if the grant for the fire suppression vote is awarded, that money will go towards the boat. Chief Oliverius said they continue to look for grants for the high-water rescue vehicle.

6. Miscellaneous Business

Council Member Streetman asked for an update about the ADA wheelchair for Fire Station 2. Chief Oliverius said staff continues to discuss ways to make that a reality since that station is not staffed all the time. They are looking into the costs of a chair and a walker. The expense is in this current budget, and he will provide an update in April.

The next meeting of the Public Safety Committee will be Tuesday, April 1, 2025 at 11:00am.

7. **Adjournment**

Council Member Anderson made a motion to adjourn, and Council Member Streetman seconded the motion. The meeting was adjourned at 12:08pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



**Administration Committee Meeting
10:00am, Wednesday, March 5, 2025
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, Carroll, and Ward

Staff Present: Director Kerr, HR Officer Ladd, Director Hamilton

Also present: Chris Jordan, General Manager, IOP Water & Sewer Commission, Linda Tucker

2. Approval of Previous Meeting's Minutes

MOTION: Council Member Ward made a motion to the minutes of the February 4, 2025 meeting. Council Member Bogosian seconded the motion. The motion passed unanimously.

MOTION: Council Member Ward made a motion to suspend the rules of order to reorder the agenda and allow for the interviews of the federal lobbyists outside of Executive Session. Council Member Bogosian seconded the motion. The motion passed unanimously.

3. Interview of firms for Federal Lobbyist

Roger Glenn, Charmaine Anderson, and Lane Dixon of the Ferguson Group gave an overview of the services they can provide to the City and the Water & Sewer Commission. They currently work for the Town of Mt. Pleasant and several other municipalities in South Carolina and believe these already-established connections in the State will help their work on the Isle of Palms. They explained their work process to the Committee. Mr. Dixon said they specialize in water/stormwater/coastal protections. Mr. Glenn highlighted the expertise of the rest of the firm, adding that the City and the Commission will have full access to their staff.

Ms. Tucker asked numerous questions including any past missteps they have learned from, if they have any other joint clients such as the City and the Water & Sewer Commission, about their staff in South Carolina, how they track their success, how long until they might see an ROI should they hire the Ferguson Group, and some specific questions related to their bid.

Mr. Glenn said the City should be willing to make a two-year commitment "because it's going to take a little bit of time to get started, and to get that return. I mean, historically, we've seen more than 10 times the return on the investment that's been made over a two-year period. In these

services through a combination of congressionally-directed spending and or competitive grant funding, but we strive for a much higher rate of return.”

Ms. Anderson added their intent is to be “good stewards of the community” and to be “part of the community.”

Mr. Glenn said while it is important to have a powerful legislative delegation, they view themselves as an extension of City/WSC staff. “What we’re going to do is help you identify opportunities for funding that where they can help you and give you and help you organize the requests in such a way that it will be something that they will be receptive to and that they can actually act on.”

Jim Davenport, Chas Thomas, Jordan Marsh, and Carmen Ojeda of Thorn Run Partners then gave an overview of the services they can provide to the City and the Water & Sewer Commission. Mr. Davenport elaborated on their work process, describing them as a “boutique” lobbying firm. He said about 25% of their clients are local governments. They have secured \$2.1 billion for their clients in the last three years through a “multi-pronged approach.” They help their clients prepare and submit comments to federal actions, develop and expand relationships with their congressional delegation, and help governments move their agendas forward. Mr. Marsh added that they match up their clients’ priorities with available funding.

They highlighted their relationship with Senator Graham’s office.

Ms. Tucker asked several questions of this group as well including their specific successes, the possibility of the City securing reimbursement for beach renourishment, a septic-to-sewer program, how they would manage dealing with two entities with slightly different priorities, how they handle the upheaval within the federal agencies, additional travel expenses, and their projected ROI.

Mr. Davenport also said it would be 1.5-2 years before they would see any return on investment.

Council Member Bogosian asked for an explanation of what is included in their fee. Mr. Davenport explained that their fee does not include grant writing, but they will edit and review whatever is submitted to them. They will secure meetings with program officers and get letters of support from the congressional delegation. In the event a grant is not awarded, they will secure a debrief so the next attempt will be more successful.

Committee members, Ms. Tucker, and General Manager Jordan discussed the firms, their responses, and their fee schedule. Council Member Carroll noted one difference is the inclusion of grant writing. Several members noted that they are both well qualified, but there is a big difference in their fees. Director Kerr will reach out to Thorn Run Partners about including grant writing in their proposal. The matter will be brought to the City Council workshop, then come back to the Committee for a final recommendation at their April meeting.

4. Election of Vice Chair

Council Member Ward asked Council Member Bogosian if he would consider an election of Chair and Vice Chair at the April meeting in light of the fact that Council Member Bogosian is

already Chair of the Public Safety Committee. Council Member Bogosian, as elected Vice Chair, was to become Chair of the Committee following Mayor Pounds's departure from the committee. Council Member Bogosian agreed to such an election process, and it will be on the April agenda.

5. **Old Business -- none**

6. **New Business**

a. **Review of FY 26 10-year Capital Plan for General Government and Building Department**

Director Hamilton pointed out the \$100,000 that will be carried over from FY25 for the drainage project at Forest Trails and the \$250,000 (\$125,000 from each budget) to reconfigure the second floor of City Hall to accommodate additional office space and additional building maintenance until City Council makes a decision about a new City Hall.

b. **Review of FY26 Operational Budget for General Government and Building Department**

Director Hamilton said the biggest change in the operational budget for General Government includes the salaries of the Financial Analyst and Beach/Resilience staff member as well as increased salaries for the City Administrator and Deputy City Administrator.

Discussion ensued about the debt service payments in this budget and other additions to the budget including \$10,000 for the election, the single audit needed for grant monies, the hanging of the holiday wreaths, an increase in the judges' salaries for an additional court for parking, and increased legal fees. Director Hamilton said the fees for the Federal Lobbyist will need to be added to the budget.

c. **Discuss developing a means to show appreciation for prior long serving City Council members**

Council Member Ward suggested developing a means of recognition for those who have served on City Council for multiple terms. He will create some guidelines for such a process and bring them to the next meeting.

7. **Miscellaneous Business**

The next meeting of the Administration Committee will be on Tuesday, April 1, 2025 at 1:00pm.

8. **Adjournment**

Council Member Ward made a motion to adjourn, and Council Member Carroll seconded the motion. The meeting was adjourned at 12:16pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Public Comments - February 21 - March 20, 2025

<u>Date Submitted</u>	<u>Name</u>	<u>Address</u>	<u>Comments for Council Meeting</u>	<u>Meeting This Comment is Intended For:</u>
2/28/25	Glenda nemes	3006 Cameron blvs, iop, South Carolina 29451	<p>As a full time resident of Isle of Palms , il am demanding Mayor Phillip Pounds to resign because of his years of inappropriate and unauthorized actions overstepping his role as Weak Mayor. My first experience with this behavior was the January, first month of his role as Mayor when he wrote , unilaterally an inappropriate letter from the City to the ATAX committee members tell them incorrectly that their advisory role was only for 50K grants of the ATAX money and they didn't need to meet if grants weren't requested. He was seeking to disempower the advisory committee which he unfortunately seems to have accomplished. After the latest unethical behavior, reflecting the same behavior pattern he has continued for his whole tenure , it is way past time for him to resign.</p> <p>The residents want and deserve someone watching out for their interests at all times and not display self-serving behavior. In addition, i am demanding Councilman Blair Hahn step down as a result of his abusive and unprofessional behavior (which Pounds has condoned in meetings). Mr. Hahn has displayed workplace violence and would probably be fired from any other position. The only way uneithical and violent behavior will end in our government is to remove or self remove these two individuals. Please, Council, make it happen if the perpetrators won't as it is the right thing to do . Streetman , Ward, Carroll,get yourselves on the right side of ethics and quit selfishly keeping your actions which don't reflect the wishes of the residents , in play. IOP deserves better. And we are watching to see which bucket you chose to be in....ethical or not.</p>	City Council

Public Comments - February 21 - March 20, 2025

My name is Les Kutcher. I live at 9 Ocean Point Drive in Wild Dunes with my wife and much better half of nearly 53 years. For most of my adult life, and certainly in my time on IOP, most know me as Paula's husband. I am a retired Vascular Surgeon, and an apologetic "Damn Yankee." We have been property owners on the Isle of Palms since 1991. We are IOP voters since 2010. I am a current Ocean Point POA Board member, 8 years so far, and a former Director on the WDCA Board.

I rise now to express my frustration, and my disappointment with the current City Council and, in particular, its' leadership.

I am frustrated because this Council, which is almost always reactive and seldom proactive, has demonstrated little foresight, and excels only at getting little done. They have elevated "kicking the can down the road" to an art form. Witness the failure to resolve the ongoing beach re-nourishment crisis, though changing a city ordinance that prohibits homeowners from protecting their property, seems a logical first step.

I am disappointed because this Council, following the lead of Mayor Pounds, has confused obfuscation with transparency. So much is negotiated in the dark, that at least four members of Council find themselves largely excluded from discussions that matter most. Mayor Pounds has succeeded in restoring a veritable "Old Boys Club" that most thought was a relic of IOP history. Witness Mayor Pounds negotiating a "back room" and after-the-fact deal with Mr. Kerr to assume the role of City Administrator. Mr. Kerr did not seek or apply for the role at any time during the process initiated by the Council Search Committee headed by Mr. Bogosian. In fact, the search process was largely complete, and 3 candidates chosen for final review before Mr. Kerr was approached. Further Mr. Kerr was enticed with a salary \$38,000 more than Ms. Fragoso's exit salary. Finally, Mr. Kerr had already expressed his intention to retire from the public sector and return to private sector employment, the consequence of which would be a staggering increase in budget expenses to fund his retirement pension.

2/25/25

Dr Leslie M
Kutcher

9 Ocean Point
Drive, Isle of
Palms, South
Carolina 29451

City Council

FORD OF SPARTANBURG			
David Vetter 864.585.3600			
2025 F150 PICK UP			
Contract #: 4400035159			
Standard Equipment Included:			
Select Engine Below		Power Steering	
Automatic Transmission		Power Brakes	
A/C		Cruise Control	
AM/ FM Radio		Vinyl 40/20/40 Front Bench Seat	
Select Model Below		Heavy Duty Vinyl Floor	
Power Windows and Door Locks		Trailer Tow Package	
Reverse Sensing System		SYNC 4	
ADDITIONAL INCLUDED FACTORY OPTIONS:			
AS	Vinyl 40/20/40 Front Bench Seat		
101A	101A Standard XL Trim Package		
X1L	Super Cab 4x4 (Short Bed - 6.5') 145" Wheelbase		
99P	2.7L V6 EcoBoost Engine		
413	Skid Plates		Required by Contract on 4x4 Mo
XXX	Limited Slip Rear Axle		Required by Contract on 4x4 Mo
18B	Factory Installed Black Platform Running Boards		Required by Contract Due to Ent
SC STATE CONTRACT PRICE:			\$42,944.00
IMF-Sales Tax			\$500.00
TOTAL SC STATE CONTRACT PRICE:			\$43,444.00
ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:			
995	5.0L V8 Engine		
998	3.5L EcoBoost Engine		
T7C	LT245/75R17 All-Season Tires (Not Available on Regular Cab 6.5' Bed Models)		
53T	Tow/Haul Package - Available on Extended/Super Cab and Crew Cab Models Only		
67T	Trailer Brake Controller - Only Available w/ the 2.7L EcoBoost Engine - Included in 53T Above		
91P	8-Way Power Driver's Seat		
85H	Back Up Alarm (Requires Fog Lamps)		
942	Daytime Running Lights		
41H	Engine Block Heater		
924	Privacy Glass		
REQUIRED BY CONTRACT - CAN BE DELETED FOR DISCOUNT AT CUSTOMER'S CHOICE:			
413	Skid Plates		
XXX	Limited Slip Rear Axle		
18B	Factory Installed Black Platform Running Boards		
Seating Options - All Models:			
CS	Cloth 40/20/40 Front Bench Seat		
Available Aftermarket Installed Options:			
Bedliner (Drop-In)			\$289.00
Bedliner (Spray-In)			\$525.00
Bed Mat			\$275.00
Bed Slide CargoGlide			Call for Availability and Quote
Fiberglass Camper Top			Call for Availability and Quote
Fiberglass Tonneau Cover			Call for Availability and Quote
Tri-Fold Hard Lockable Bed Cover (Tonneau Cover)			\$950.00
Warn VR Evo 12,000lb Winch & Black Grill Guard			\$2,595.00
Brush Guard for Warn Winch			\$425.00
2" Ball, Receiver Tube and Pin for Frame Mounted Hitch			\$45.00
3 - Ball Hitch			\$125.00
Combo Ball and Pintle Hook w/ 2" Ball			³³ \$265.00
Combo Ball and Pintle Hook w/ 2 5/16" Ball			\$265.00

Adrian Single Lid Cross Box			\$995.00
Adrian Single Lid Cross Box and 2 Each Side Tool Boxes			\$2,295.00
4-Corner Flashing Strobe System (LED Lights)			\$895.00
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes			\$1,195.00
FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)			\$95.00

QUOTE



Bill To: CITY OF ISLE OF PALMS
 PO BOX 508
 ISLE OF PALMS SC 29451

Ship To: CITY OF ISLE OF PALMS
 1303 PALM BLVD.
 ISLE OF PALMS SC 29451

INVOICE NUMBER	ORDER NUMBER	CUSTOMER	PO NUMBER	TERMS	SALESPERSON
02/27/25	179065	189	CARTS	NET 10 DAYS	PTS
	02/05/25				
UNITS	U/M	ITEM DESCRIPTION	DISC	UNIT PRICE	AMOUNT
1100	EA	***** QUOTATION ***** 79296 TOTER 96 GALLON EVR II CART		59.250	65,175.000
		Subtotal			65,175.00
		FREIGHT FROM FACTORY - SC LOC			3,457.20
		SALES TAX			6,176.89
		TAX #:			
		S.C. SALES AND USE TAX (6%)		4,117.93	
		ISLE OF PALMS		686.32	
		CHARLESTON (TT)		686.32	
		CHARLESTON SCHOOL		686.32	
		Quote Total			74,809.09

THIS IS AN ESTIMATE BUT SHOULD NOT RUN MORE THAN 15% OF THE TOTAL VALUE SHOWN.

Residential Cart Program

Proposal Summary & Agreement

Prepared For



Presented to

Mr. Robert Asero
Assistant Director of Public Works
Isle of Palms, SC
1303 Palm Boulevard
Post Office Drawer 508
Isle of Palms, SC 29451

September 10, 2024

Isle of Palms, SC – Proposal for Waste Services

September 10, 2024

Mr. Robert Asero
Assistant Director of Public Works
Isle of Palms, SC
1303 Palm Boulevard
Post Office Drawer 508
Isle of Palms, SC 29451

Re: City of Isle of Palms, SC Container Services

Dear Mr. Asero:

Please find included herein for your review and consideration our *Proposal Summary & Agreement* and additional details surrounding waste services for the upcoming Isle of Palms, SC project.

Please phone or write with any comments or questions or if anything contained herein needs further clarification. Thank you again, Robert, for your support and confidence in our services. We're very grateful for the opportunity and are excited to potentially work with you and your team to provide a successful project together.

Respectfully Submitted,



Mark Merhab
Vice President – General Manager

PROPOSAL SUMMARY & AGREEMENT

Container Assembly and Delivery Program Isle of Palms, SC

Introduction

As part of its waste collection services, the City of Isle of Palms, SC (“IOP”) needs unloading, assembly, and delivery of approximately 1,500 containers throughout homes within the City of Isle of Palms, SC. New containers will be comprised of 96-gallon Toter EVR II Universal/Nestable trash carts with pal nut wheels. This has prompted the need for certain waste services, as outlined below. ContainerPros, LLC (“ContainerPros” or “CP”) provides these professional waste services.

Scope

◆ Residential Cart Receiving, Assembly, and Delivery

ContainerPros will provide crews and equipment to receive approximately 1,500 carts; carts will be unloaded and staged.

- ContainerPros will provide IOP with a copy of all BOLs and a totals spreadsheet detailing all carts received.

Approximately 1,500 carts will be assembled and delivered to homes over a period of approximately one (1) week beginning October 2024. Cart deliveries will be concentrated in a designated area of the city, with each home within that area receiving a trash cart. Carts will be delivered curbside. Carts leftover at the project’s end, if any, will remain unassembled and stacked for storage at the staging yard. A day rate for ancillary services such as work orders, hot tickets, and cart transporting has been provided should IOP have a need for services outside of this project’s main scope.

IOP will provide a suitable work area(s) for staging (large and secure area) within the service area, that will adequately store the cart order during the project timeframe. The staging yard will be located at either 1303 Palm Blvd, Isle of Palms, SC 29451 or 1116 Pavilion Dr., Isle of Palms, SC 29451 (Pavilion Dr. Municipal Lot B). If the staging yard is not leveled evenly or within the city limits, additional charges may apply.

Distribution schedule is based on Monday through Saturday, excluding Holidays, until all deliveries are completed. On-street operating window hours will be limited from 7AM to 7PM unless otherwise approved by IOP. Yard operating window hours will be limited from 6AM to 7PM unless otherwise approved by IOP.

IOP will provide copies of concise delivery/route maps, which must be provided at least two weeks prior to the project start up. These maps must include the precise delivery area(s). Copies of concise household delivery address lists will also be provided in .xls format and contain:

- Street Number
- Street Name
- Unit Number, if applicable
- City, State, and Zip Code
- Route number
- Service Day
- Gate Codes
- Cart sizes and types and quantities per address listed
- Sequencing of all stops, if available
- Driver Notes, if available

If an account is NOT on the master list provided, CP crews will NOT drop carts, unless directed otherwise by IOP.

IOP will provide monitoring services to observe and verify distribution of the carts and also to respond to inquiries from ContainerPros and the public.

ContainerPros will disseminate detailed daily results and reporting throughout the deployment, and a final report at the project's end, showing the total number and sizes of carts delivered at each account, as well as exceptions, including vacancies, not-outs, and customer refusals, if any.

ContainerPros IS NOT responsible for any missed deliveries caused by anything outside its control, including but not limited to incorrect mapping, incorrect or incomplete delivery lists or delivery locations not clearly marked with site addresses or lack of inventory.

Additional Requirements, Terms and Conditions

All work will be performed within the City of Isle of Palms, SC limits.

ContainerPros may, at its own expense, use any employees or subcontractors as it deems necessary to perform the services required by this Agreement. IOP may not control, direct, or supervise ContainerPros' employees or subcontractors in the performance of those services.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ContainerPros and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

This Agreement can be signed in counterpart and by electronic and/or facsimile signature(s).

Delay charges may be billed for additional delivery days and/or additional labor needed due to lack of inventory or anything outside of bid spec including but not limited to delays caused by the hauler and unsafe conditions. Any delay charges incurred must be presented, in writing, within five (5) working days of discovery with detail of the cause(s) and costs incurred.

Financial Framework

Unit & Estimated Total Costs

Service	Unit & Total Estimated Costs		
	Estimated # of Units	Unit Cost	Projected Costs
Cart Unloading Per Cart	1,500	\$1.09	\$1,635.00
Assembly & Delivery with Serial Number Recording	1,500	\$8.26	\$12,390.00
Literature Attachment Per Cart (Optional, actual quantities would be billed)	1	\$0.22	\$0.22
Day rate per 2-man crew for ancillary services such as work orders, tickets, cart transport, etc. (actual number of crew days utilized would be billed)	1	\$1,287.00	\$1,287.00
Net Estimated Total Cost			<u>\$14,025.00</u>

Terms

Services will be invoiced and paid as follows:

Amounts owed will be invoiced monthly and due within 45 days.

If in agreement with the specifications, terms and conditions described herein, please endorse here and email to jgray@wastequip.com:

For the City of Isle of Palms, SC:

Authorization: _____

Date: _____

Name: _____

Title: _____

For ContainerPros:

Authorization: 

Date: September 10, 2024

Name: **Mark Merhab**

Title: Vice President – General Manager

Disclaimer: ContainerPros has taken information provided by IOP and/or their employees to provide the above prices. If there are any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%), IOP will notify ContainerPros either via email or facsimile of the issues within 1 day of discovery. The above price may no longer be valid, and a pricing alignment meeting must be held within 48 hours of the notification.

**Confidential & Proprietary – Unlawful to disseminate without the express written permission of ContainerPros, LLC
All rights reserved.**

**City of Isle of Palms, South Carolina
Official Sealed Bid Opening
RFB 2025-02 Palm Trimming/Pruning Project
Council Chambers, City Hall
1207 Palm Boulevard, Isle of Palms**

Present: Matt Simms, Zoning Administrator

Zoning Administrator announced the sealed bid opening of the Request for Bids 2025-02 Palm Trimming/Pruning. The RFB was advertised in accordance with the City's Procurement Code.

Bids:

1. Planet Green Tree Service - \$28,080
2. Robert's Stump Grinding and Tree Service - \$46,800
3. Yellowstone Landscape - \$38,750

Administrator Fragoso stated that the bids will be evaluated for accuracy and compliance with the specifications defined in the RFB. A recommendation for award will be made to City Council on Tuesday, March, 11th, 2025.

BID FORM

BID OF: Planet Green Landscaping dba Planet Green Tree Service

(Contractor)

BID TO: The City of Isle of Palms

(Owner)

PROJECT NAME: Palm Trimming/Pruning Project

PROJECT NUMBER: RFB 2025-02

BID DATE: 02/27/2025

BASE BID AGREEMENT

The undersigned, having examined all the Bidding Documents, including all Addendum(a) as follows:

shall execute the entire Work in the Bidding Documents described as the Base Bid for the lump sum of:

\$28,080

Dollars

(\$ 28,080) which sum is hereafter called the BASE BID.

ITEMIZED COSTS (sum of each item should total BASE BID amount)

1. Pruning of 1,040 Sabal Palms along Palm Boulevard and the Isle of Palms
Recreation Center
\$28,080 Cost

2. Removal of debris, brush, and clippings
included Cost

BASE BID \$28,080



Planet Green Tree Service
16 Lombardi Lane
Hanahan, SC 29410

Planet Green Landscaping
 16 Lombardi Ln
 Hanahan, SC 29410
 (843) 300-9476
 office@planetgreentreeservice.com



Estimate

ADDRESS

Matt Simms
 City of Isle of Palms
 1207 Palm Blvd
 IOP, SC 29451

SHIP TO

Matt Simms
 City of Isle of Palms
 1207 Palm Blvd
 IOP, SC 29451

ESTIMATE # 12586

DATE 02/27/2025

PROJECT MANAGER

Bryan Coker (843) 872-7160 bryan@planetgreentreeservice.com

ACTIVITY	QTY	RATE	AMOUNT
RFB 2025-02 Tree Service:Palm Tree Remove seed pods, dead/dying fronds, and loose boots. *Prune to ANSI A300 Part 1 Pruning Standards	1,040	27.00	28,080.00

Approximately 1,040 Sabal Palms located in the following areas:

- Palm Boulevard
- Ocean Boulevard from 10th to 14th
- Connector side of the Public Works Building (1303 Palm Boulevard)
- In front of the "Welcome to Isle of Palms" sign at Breach Inlet
- Isle of Palms Recreation Center (24 28th Avenue)

Palm pruning debris will be removed daily

ISA Certified Arborist will be onsite or available at all times

Workers are trained in accordance with ANSIL Z133 safety guidelines as required by OSHA

Responsible for traffic control and repeat visits due to parked vehicles and pedestrian traffic

SUBTOTAL	28,080.00
TAX	0.00
TOTAL	\$28,080.00

Accepted By

Accepted Date

Stacy Coker, ISA Certified Arborist
 SO-11256A



**16 Lombardi Ln
Hanahan, SC 29410**

office@planetgreentreeservice.com

February 27, 2025

Re: RFB 2025-02

IOP Palm Trimming/Pruning Project

Over the past three years, we have pruned over 24,000 palm trees throughout the Tri-County area. There are numerous additional properties, particularly on the islands, beyond those mentioned.

We prune the palm trees in accordance with ANSI A300 standards, utilizing lifts and small buckets, ensuring all debris is cleared away, and leaving the properties in better condition than we found them. Customer satisfaction remains our top priority.

Marsh Harbor – 445
Wild Dunes Resort – 771
Nexton – 263
Del Webb Cane Bay - 247
Shipwatch - 234

Brysan Coker (843) 872-7160

Stacy Coker, ISA Certified Arborist
SO-11256A

Amendment #1 – CSE 2589

[P2589D]

Final Coastal Engineering, Design, and Construction Administration of a Shoal Management Project Isle of Palms (SC)

INTRODUCTION

This proposal amendment is submitted at the request of the City of Isle of Palms (SC) in connection with a shoal management project along the beach at the northeastern end of the island. The services are proposed in anticipation of receipt of state and federal permits for the work in March/April 2025 and follow initial design and permitting performed by CSE under CSE project #2589. The prior agreement included services necessary to submit a complete permit application package, including environmental assessments, and coordinate permit review.

The present proposal covers the following engineering services required to finalize the project design and implement construction. A major part of CSE's work under the present proposal involves progress surveys, construction administration, and liaison with a contractor during construction because of the dynamic nature of the setting and construction methods. Proposed work includes:

- Final design
- Preparation of plans, specifications, and construction documents
- Coordination of requests for bids and selection of a contractor
- Construction observations and administration
- Progress surveys
- Final condition survey and report
- Liaison with City officials, regulatory agencies, and the contractor

The scope of services detailed herein anticipates that construction will occur in April-June 2025. The present proposal does not duplicate work that is occurring under other agreements between the City and CSE, and CSE will make every effort to coordinate field work, meetings, and other engineering services along Isle of Palms to reduce overlap in services. This includes utilizing a regular monitoring effort as the final survey, if possible, which can reduce the overall expense incurred by the City. In the event the permit conditions require efforts substantially different from the services outlined herein, CSE will provide a proposal and work plan for the additional required work.

BASIC SERVICES

References to the “Engineer” in the scope of services are to CSE as the project manager responsible to the City of the execution of the services proposed. Execution of the services by CSE includes execution of work as required to execute all aspects of the scope of services. References to the “City” refer to the City of Isle of Palms, a South Carolina municipality.

SCOPE OF SERVICES

The scope of services proposed herein represents the basic services and is based on CSE’s work to date for the City, experience on similar projects and project components, the scope of the project as defined by this proposal, and the regulatory requirements of agencies of the State of South Carolina and the federal government with jurisdiction over construction at the site. The following scope of services is proposed.

Task 1.0 Project Planning, Communication, and Liaison

The project-planning task of the project will include coordination and meetings with City representatives to:

- Review the final plan
- Develop schedules
- Participate in public forums
- Provide liaison with government agencies
- Modify the plan according to changes in funding levels or market conditions
- Assist the City with project planning, communication, and liaison

Following authorization to proceed with the proposed scope of services:

- 1.1 CSE will meet with City representative(s) to clearly define the goals and objectives for the work.
- 1.2 CSE will review prior projects, existing reports, and correspondence regarding preliminary planning for the project.
- 1.3 CSE will aid the City with communications with property owners and other stakeholders as necessary.
- 1.4 CSE will assist the City in preparing periodic project summaries including display graphics for distribution to officials and the public by way of various mediums, including web sites, newspapers, or City newsletters.

Task 2.0 Project Final Design, Specifications, and Construction Documents

- 2.1 On the basis of the approved project scope, the authorized project budget and an opinion of total project costs, CSE will prepare final drawings and technical specifications (hereinafter called Drawings and Specifications) to show the general scope, extent, and character of the work to be furnished and performed by the contractor.
- 2.2 CSE will advise the City of any changes in general scope, extent or character or design requirements of the project or construction costs. CSE will furnish to the City a revised opinion of total project costs based on the Drawings and Specifications and consultation with prospective contractors.
- 2.3 CSE understands that the City will utilize in-house bidding documents to advertise the project and will use existing contract templates in preparing a final agreement with the Contractor. CSE will assist the City in preparation of a Bid form, and will review the contract agreement to ensure that special conditions necessary for successful implementation of the project are included. CSE will assist in the preparation of other related documents as specifically required by the City.
- 2.4 CSE will furnish the above-referenced documents and the Drawings and Specifications, and will present and review them in person with the City.

Task 3.0 Bidding and Negotiation

After written authorization to proceed with the bidding and negotiation:

- 3.1 CSE will assist the City in advertising for and obtaining bids for construction, materials, equipment, and services. Where applicable, CSE will maintain a record of prospective bidders to whom Bid Documents have been issued, schedule and attend pre-bid conference, and receive and process deposits for Bid Documents.
- 3.2 CSE will issue Addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- 3.3 CSE will consult with and advise the City as to acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bid Documents.
- 3.4 CSE will consult with the City concerning (and determine) the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the Bid Documents.

- 3.5 CSE will attend the bid opening, prepare bid tabulation sheets and assist the City in assembling and awarding contracts for construction, materials, equipment or services. The Engineer will issue Notice of Award, will prepare contract documents for execution by the City and the contractor, and will issue Notice to Proceed.

Task 4.0 Construction Observations and Administration

CSE (Engineer) proposes to perform construction observations and administration during the period of construction using a combination of engineering and technical personnel representatives. The responsibilities of CSE and the City are as follows for Task 4.

- 4.1 *General Administration of the Construction Contract.* CSE will consult with and advise the City and act as their representative as provided in the Construction Contract. The extent and limitations of the duties of the Engineer as assigned in the Standard General Conditions will not be modified, except as the Engineer may agree to in writing. All of the City's instructions to the contractor will be issued through the Engineer who will have the authority to act on behalf of the City to the extent provided in the Construction Contract except as otherwise provided in writing.
- 4.2 *Visits to the Site and Observation of Construction.* CSE, through the on-site technical representative (OTR), will provide observations of the work while construction is underway and will make visits to the site at intervals appropriate to the various stages of construction (~3 times per week) as the Engineer deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. Based on information obtained during the site visits and on observations by other members of the project team, the Engineer will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Engineer will keep the City informed of the progress of the work.
- 4.3 *Load counting and volume verification.* CSE will aid the City in coordinating with and retaining a local qualified person to document daily load numbers to establish the payment quantity for the project; or, aid the City in procuring and managing an automatic counting system that has been used in similar projects. CSE will coordinate with the selected contractor to determine a volume per load for payment purposes. Each load will be counted and recorded, and any deviations from the project plan, mechanical breakdowns, weather delays, etc, will be recorded. Checks will be made to ensure load volumes are consistent with volumes placed on the beach. Daily reports of load numbers will be compiled into weekly summaries and provided to the City.

4.4 *Progress Survey.* CSE (Engineer) proposes to perform condition surveys during construction to track progress, analyze sand volumes available to the contractor for excavation, make modifications to the excavation and fill plan as necessary to achieve the overall goal of the project, and assist the Contractor in laying out an orderly sequence of construction. Such progress surveys as CSE proposes are necessary for projects that are partly dependent on natural processes. Because the project area is subject to rapid changes, it will be advisable to closely monitor construction activities and advise the contractor of changes in natural conditions that may adversely impact his work.

Periodic surveys will allow identification of potential problems as construction progresses and will assist the contractor in adjusting his excavation and scraping plan so as to maximize production around the normal tidal cycle.

CSE will conduct a maximum of three (3) progress surveys of the project area during construction. Surveys of the subaerial beach will include transects at ~100-ft to 200-ft spacing, encompassing the proposed fill areas and excavation areas. Surveys will be performed via RTK GPS extending to low-tide wading depth. Data will be reduced, plotted on project maps, and overlain on previously surveyed sections. Volumetric changes will be computed to provide an estimate of construction work accomplished to date and to compare against the design profiles and plan. Results of each survey will be provided to the City and contractor as soon as possible and will serve as a basis for making minor modifications in the excavation and fill plan while construction progresses.

4.5 *Defective Work.* During such site visits and on the basis of weekly observations of the work by CSE's OTR, the Engineer may disapprove of or reject the contractor's work while it is in progress if the Engineer believes the work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

4.6 *Interpretations and Clarifications.* The Engineer will issue necessary interpretations and clarifications of the Contract Documents and in connection herewith prepare work directive changes or change orders as required.

4.7 *Shop Drawings.* The Engineer will review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques,

sequences or procedures of construction or to safety precautions and programs incident thereto.

- 4.8 *Substitutes.* The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor.
- 4.9 *Inspections and Tests.* The Engineer will have authority, as representative of the City, to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the Contract Documents).
- 4.10 *Disputes Between City and Contractor.* The Engineer will act as the initial interpreter of the requirements of the Contract Documents, will judge of the acceptability of the work thereunder, and will make decisions on all claims of the City and the contractor—in full consultation with the City—relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CSE will not be liable for the results of any such interpretations or decisions rendered in good faith.
- 4.11 *Applications for Payment.* Based on CSE's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, the Engineer will determine the amounts owing to the contractor and recommend in writing payments to the contractor.
- 4.12 *Inspections.* The Engineer will conduct an inspection of the work to determine if the work is Substantially Complete and a final inspection to determine if the work is acceptable so that a recommendation can be made in writing to the City for final payment to the contractor.
- 4.13 *Limitations of Responsibilities.* CSE will not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier, or of any contractor(s) or subcontractor's or supplier's agents or employees or any person (except the Engineer's own employees or agents) at the site or otherwise furnishing or performing any of the contractor(s) work; however, nothing contained in paragraphs 4.1 through 4.13 (inclusive) will be construed to release CSE from liability for failure to properly perform duties and responsibilities assumed by CSE in the Contract Documents.

Task 5.0 Final Survey, Report and Recommendation for Acceptance

CSE (Engineer) will coordinate project completion and final surveys for pay requests with the contractor and the City. CSE will observe the final grading and beach shaping, and note any discrepancies with respect to slopes and grades. CSE will coordinate equipment removal and cleanup with the contractor and participate with the City in reviewing the final completion list. Task 5 will include time to verify final pay volumes and requests for payment. Upon review and verification of these items, CSE will recommend acceptance of the project and final payment.

SPECIAL NOTE: Should the end of project completion occur within 3 months of a scheduled monitoring survey, CSE will utilize the regular monitoring survey as the final project survey to avoid duplication and reduce cost.

- 5.1 CSE will mobilize personnel to the site and re-profile existing stations plus additional profiles immediately adjacent to the project area(s). Beach surveys will encompass the foredune, dry beach, intertidal zone, and inshore zone to a minimum of ~4,000 ft offshore. Results will be incorporated in the final report. These data will be combined with the historical profile data and will be used to evaluate profile changes and as-built conditions. Profiles and volume change calculations will be submitted to the City as part of the project records.
- 5.2 CSE will prepare a final report for the City, documenting the results of the project and offering general recommendations for maintenance. It will include (as applicable):
 - General project description
 - Contractor information
 - Contract milestones
 - Weekly production records
 - Final pay volume
 - Survey volumes (pre-nourishment and post-nourishment)
 - Representative photos
 - Post-project monitoring requirements (as specified in permits)
 - Recommendations for maintenance
- 5.3 CSE will make a final presentation to the City summarizing the results of the project.

Contingency for Additional Required Monitoring (Environmental)

As of this writing, permits for the project have not been issued and CSE is unaware of the terms and conditions of the permit. This contingency allowance provides for additional professional time for unanticipated services necessary to implement a successful project, whether for permit-required services, extended construction period, or additional surveys. CSE will inform the City of the need to utilize contingency funds prior to completing any work under this allowance. Should additional work be needed beyond this allowance, CSE will prepare a separate proposal for those services for consideration by the City.

Work under this proposal ends upon completion of Task 5.

ADDITIONAL SERVICES

The work described in the scope of services (paragraphs 1.1 through 5.3) does not include work in the following categories. Work in these categories or other services requested by the City will be considered Additional Services.

If the City wishes CSE to perform any of the following Additional Services, the City shall so instruct CSE in writing and the Engineer will perform or obtain from others such services and will be paid therefore as provided in the Agreement for Services between the City and the Engineer for Professional Services.

- Services resulting from significant changes in the general scope, extent or character of the project, or major changes in the documentation previously accepted by the City where changes are due to causes beyond CSE's control.
- Providing renderings or models.
- Preparing documents for alternate bids requested by the City for work which is not executed or for out of sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; value engineering; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories or other specialized scientific testing, evaluations or services not specifically included in the scope of services.
- Preparation of operations and maintenance manuals.
- Geotechnical engineering studies including sediment sampling, borings, and reports not specifically included in the scope of services.
- Surveys for purpose of staking out work of contractor(s) except as noted herein.
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceeding except where required by the scope of services.
- Services of the independent cost estimator shall be Additional Services.
- Services of an environmental subconsultant for endangered species monitoring before, during, or after construction.

PROJECT SCHEDULE

The preliminary schedule is proposed based on a start date of 15 March 2025 for the services proposed herein. The schedule may be modified based on the progress of the permits and at the direction of the City.

The target completion date (construction) is 15 June 2025. This assumes that the permits will be received by the end of March 2025 and the final plan will be approved by the City and funding for construction is in place by April 1. In the event delays are present, which suggests the project may not be completed by allowable permit windows, the next window of construction would be utilized.

PROPOSED BUDGET

Table A provides an itemized budget estimate for CSE’s services for Tasks 1-5 as outlined herein. CSE agrees to perform the services on a time-and-expense basis according to the enclosed fee schedule. Should the City of Isle of Palms officials require additional services, CSE will provide a quote prior to performing the work. Reimbursables will be billed at cost. CSE will endeavor to provide services as efficiently as possible while meeting the standards of professional practice required for the project.

Table A. Proposed fees and reimbursable expenses for additional services under Task 1-5.

Task #	Task Description	Task Fee
1	Planning, Communication, Liaison	\$ 8,320.00
2	Final Design	\$ 10,520.00
3	Bidding and Negotiation	\$ 8,640.00
4	Construction Observation	\$ 49,800.00
5	Final Surveys	\$ 21,240.00
Tasks 1-5	Labor Subtotal	\$ 98,520.00
	Direct Expenses	\$ 25,730.00
	Totals	\$ 124,250.00
	Contingency (10%)	\$ 12,430.00
	Total w/ Contingency	\$ 136,680.00

FEE SCHEDULE

[Effective through 31 Dec 2025]

The fee for our services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by Coastal Science & Engineering unless otherwise stated in the proposal. All rates are listed in U.S. dollars.

Fees by task are based on estimated numbers of person-days to accomplish the scope of services detailed herein. In-office expenses include communication, copying, insurance (etc), and are charged as a percentage of fees rather than separate itemization. Direct expenses include travel (standard U.S. government mileage rate), lodging and per diem, 4-by-4 beach vehicle rental at \$120/day, survey boat rental at \$1,200/day, RTK-GPS rental at \$500/day, fuel and dockage at cost, sediment testing at \$100/sample, and field supplies at cost.

PERSONNEL	Staff Category	Hourly Rate
	Principal	185.00
	Project Engineer	185.00
	Coastal Engineer/Project Manager	150.00
	Sr Technical Associate/Coastal Scientist	125.00
	Technical Staff (CAD)	125.00
	Admin/Tech/Field Assistants	100.00

Type of Contract Desired: Time and expenses for the herein-described services at a total not to exceed one hundred thirty-six thousand, six hundred eighty dollars (\$136,680).

Billing Schedule: CSE will invoice monthly for services performed the prior month with itemization of direct expenses. Invoices will be pro-rated according to fees and expenses inside and outside the project limits. CSE reserves the right to transfer funds between tasks so as to accomplish the work in an expeditious manner, provided total cost of services does not exceed the indicated budget.

This Agreement and Proposal constitute the entire agreement between the Owner and the Consultant, and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

City of Isle of Palms
1207 Palm Blvd
Isle of Palms SC 29451

BY:

Date

Consultant:

Coastal Science & Engineering
160 Gills Creek Parkway 29209

BY:



March 7, 2025

Date

PROPOSAL FOR ISLE OF PALMS (IOP), SOUTH CAROLINA

The Thorn Run Approach

The foundation of TRP is built on our exemplary belief in communication. Now comprised of over 50 bipartisan government relations experts, TRP prides itself on always providing the highest-level counsel to our clients by utilizing a collaborative approach. We believe in a team-based approach to serving our clients. This means putting together a core team for simplicity in everyday communication, with access to the [entire firm](#) as needed.

By establishing open lines of communication with our clients to advance their objectives, we are prepared to handle the day-to-day work, as well as any rapidly developing and complex issues that may arise. This foundation has led to our growth as a leading Washington, DC-based government affairs firm that delivers all the values of a large firm while maintaining the personal touch of a boutique shop.

As one of the preeminent firms in the city, ranked the #7 lobbying firm out of 2,100+ federal lobbying firms reviewed by Bloomberg and POLITICO in 2024, our relationships run across the gamut of Washington — including Capitol Hill, the White House, and various executive branch agencies. Utilizing these, we will be able to comprehensively monitor, engage, and help influence your efforts.

TRP Local Government Clients

While Thorn Run Partners represents more than 270 clients in a wide variety of subject areas, the following is our list of local government clients for the sake of expediency. TRP’s local government representation spans eleven states, showing the breadth of our diverse representation, many of whom are similar in size or the types of challenges the Isle of Palms faces. Our South Carolina-specific clients are highlighted in bold below.

- **City of Charleston, South Carolina,**
- **City of Greenville, South Carolina**
- **Richland County, South Carolina**
- **Roper Hospital, South Carolina**
- **The College of Charleston**
- **Clemson University**
- **Roper Hospital, South Carolina**
- **Conway Medical Center, South Carolina**
- Broward County, Florida
- Central Florida Expressway
- Charlotte County, Florida
- City of Billings, Montana
- City of Bloomington, Illinois
- City of Chandler, Arizona
- City of Corona, California
- City of Dallas, Texas
- City of Gresham, Oregon
- City of Gulfport, Florida
- City of Hanford, California
- City of Lompoc, California
- City of Manteca, California
- City of Overland Park, Kansas
- City of Pismo Beach, California
- City of Portland, Oregon
- City of Riverside, California
- City of Roseville, California
- City of Santa Maria, California
- City of Tualatin, Oregon

- City of Visalia, California
- City of West Hollywood, California
- City of Wichita, Kansas
- Clean Power Alliance, California
- Contra Costa County, California
- Del Norte County, California
- Denver Regional Council of Governments, Colorado
- Florida Inland Navigation District
- Galveston Island Park Board of Trustees, Texas
- Golden Gate Bridge Highway and Transportation Authority, California
- Los Angeles County Office of Education, California
- Marin Clean Energy, California
- Marion County, Florida
- Martin County, Florida
- Melbourne Airport Authority, Florida
- Miami-Dade County, Florida
- Monroe County, Florida
- Oak Lodge Water Services Authority, Oregon
- Okeechobee Utility Authority, Florida
- Palm Beach County, Florida
- Peninsula Clean Energy, California
- Raleigh-Durham Airport Authority, North Carolina
- Richland County, South Carolina
- St. Lucie County, Florida
- Sedgwick County, Kansas
- Sonoma County, California
- Sonoma Water, California
- Town of Cutler Bay, Florida
- Transportation Agency of Monterey County, California
- Village of Islamorada, Florida
- Village of Key Biscayne, Florida
- West Coast Inland Navigation District, Florida

Areas of Experience

As described above, the TRP team for Isle of Palms has helped local government clients secure well **over \$5 billion** for their needs as well as deliver policy wins that in some cases dwarf the value of funded projects. This includes over \$217 million in recent funding for clients as part of the most recent FY 2024 appropriations package. Additional successes as well as TRP’s recent experience in specific issue areas of interest to the City are detailed below.

While we are proud of returning tax dollars to our client communities for important local projects, we are most proud of sustained advocacy efforts that truly make a significant difference in lives of the constituents of our clients. These are often the hardest efforts, but they are ultimately the most rewarding. We believe the advocacy effort on behalf of Isle of Palms would fall into that category.

Stormwater Flood Control and Resiliency Improvements

TRP has substantial experience working on flood control, ecosystem protection, environmental restoration, shoreline and hurricane protection projects, and other related Corps of Engineers issues from three different but equally important viewpoints – legislative, Federal agency, and local, and has strong relationships with Headquarters, Division, and District offices of the Corps. Our team understands the processes, personalities, and policies of the Corps throughout its bureaucratic levels.

TRP’s team also works closely with the Energy and Water Appropriations Subcommittees, the House Transportation and Infrastructure Committee, and the Senate Environment and Public Works Committee on a frequent basis. Our team members possess direct knowledge and experience in handling the funding and policy issues associated with port and other Corps projects. We understand the legislative processes, planning, and budgeting behind funding decisions – an interrelationship of heightened importance because of Congress’s increasing dependence on Corps work plans.

TRP’s team has not only secured Federal funding for projects or studies, but also works directly with the Corps of Engineers to solve problems with projects or studies, encourages the Corps to take quick action on studies, and works proactively to address potential problems. The team has dealt with the details of many

Corps projects and studies, including reimbursable construction projects, feasibility studies, General Reevaluation Reports, Limited Reevaluation Reports, Design Deficiency Reports, Project Cooperation Agreements, Project Implementation Reports, Dredged Material Management Studies, Contributed Funds Agreements, and Continuing Authorities Program projects. We have worked on both port and coastal projects from the initial study effort, through authorization, to funding and ultimately, construction. A representative listing of several of our team’s accomplishments is provided below.

- Helped the City of Visalia, California secure a \$1.998 million disaster recovery grant from the Economic Development Administration for the construction of storm drainage and flood management facilities to reduce the potential of localized flooding in the City’s downtown area
- \$865,000 in the State of California’s Beach Erosion Control Program budget for the City of Pismo Beach, California’s bluff erosion project
- \$1.687 million over five years for unbudgeted construction of “new start” flood control project, Contra Costa County, California
- Pismo Beach, California named for three consecutive years in an appropriations bill so they receive top priority for funding from the Section 103 Corps of Engineers small shoreline protection projects program
- \$5,484,300 for the Twin Lakes Subdivision pre-disaster mitigation project in Monroe County, Florida
- \$4,800,000 for the construction of the jetty at the St. Lucie Inlet, Martin County, Florida
- Worked with two separate communities on their individual Corps of Engineers projects to secure exemptions from new congressionally-mandated “Independent External Peer Review” requirements, thereby saving months of time and hundreds of thousands of dollars of additional cost
- \$22 million for Palm Beach County Shore Protection Project, more than half of which was to reimburse the County for previous expenditures, which was historically a low priority for the Corps of Engineers.
- Helped Martin County, Florida achieve more favorable repayment terms of debt owed by the County to the Corps of Engineers. The Corps originally sought \$1.9 million from the County in 30 days. After our negotiations were completed, the County had 4 years to remit the funding with no interest charges.

Economic Development, Workforce Training, and Housing

The TRP Local Government Practice Group has extensive experience working with local and regional governments to help achieve their economic development goals. We work closely with the Economic Development Administration (EDA), the Department of Agriculture (USDA), the Department of Housing and Urban Development (HUD), and other Federal agencies to not only secure funding, but also create new opportunities for our client’s communities. The EDA provides a good source of funding for public works projects, such as wastewater treatment, roads, and other utilities, that bring high-quality jobs to a community. With HUD, we have a strong rapport with the Offices of Congressional and Intergovernmental Affairs, Community Program Development, Economic Development, and others, working on matters pertaining to the HOME Investment Partnership Program, Community Development Block Grant (CDBG) Program, and Sec. 108 Loan Guarantee Program, Lead Hazard Control, and Healthy Homes, and homelessness issues. Annually, we work to support funding for CDBG, which is often slated for a reduction in the Administration’s budget request but funded at stable levels by Congress

Representative examples of our economic and community development, workforce training, and housing successes are listed below:

- \$1.3 million for renovations to Pioneer Park in Lompoc, California
- \$1.5 million for renovations to Gulfport Senior Center for Gulfport, Florida
- \$500,000 to construct a Japanese Community Center in Santa Maria, California
- \$561,000 for renovations to the Veteran's Memorial Building in Hanford, California
- \$750,000 for a Navigation Center for Manteca, California
- \$791,200 for Equitable Energy Resilience and EV Infrastructure for Sonoma County, California
- \$650,000 for Marin City/Golden Gate Public Housing Energy Efficient Lighting, Marin County, California

- \$1 million for a US 101 Auxiliary Lane, Transportation Agency for Monterey County, California
- \$1 million for Park Infrastructure Improvements for the Unified Government of Wyandotte County/Kansas City, Kansas
- \$1.5 million for Sumner Area Green Corridor, Unified Government of Wyandotte County and Kansas City, Kansas.
- \$1.5 million for 6th St. – Heritage Trail, Unified Government of Wyandotte County and Kansas City, Kansas.
- \$400,000 for Klamm Park, Unified Government of Wyandotte County and Kansas City, Kansas.
- \$750,000 for the Healthy Homes Program for Marin Clean Energy, California
- \$2 million for the Electric Vehicle Charging Program expansion for Marin Clean Energy, California
- \$2 million for a housing renovation project, Cerebral Palsy Research Foundation, Wichita, Kansas
- \$500,000 for an Energy Storage Program, Marin Clean Energy, California
- \$750,000 for a Just Transition Economic Revitalization Plan Project, Contra Costa County, California
- \$700,000 for the Veterans Memorial Buildings Improvements Project, Contra Costa County, California

Water and Wastewater Reliability and Environmental Protection

TRP tackles water resource issues at the Federal level, including drinking water and wastewater improvements, through a multi-pronged approach that includes regulatory intervention, appropriations for environmental infrastructure projects, and policy reform. Among the many issues we have worked on include reclaimed water, nutrient issues, watershed protection, wetland conservation, coastal restoration, dredging for navigation, onshore and offshore energy exploration, air pollution, pesticides, “Brownfields,” the Clean Water Act, Section 404 permitting, and innovative environmental research and development. Likewise, we work very closely with the Environmental Protection Agency (EPA), as well as the House and Senate Appropriations Committees, to maintain robust funding for the State Revolving Loan Funds, which provide loan/grant funding to communities. Aside from funding and policy, we work with clients, the EPA, and Congress to ensure that any federal rules in the areas of water and wastewater are fair and based on science, as they can have significant costs to local governments, utilities, and others.

Funding successes on behalf of our clients include:

- \$16.62 million for Central Coast Blue, a reclaimed water project in Pismo Beach, California over three years from the Bureau of Reclamation’s competitive Title XVI WIIN Act-eligible water reclamation infrastructure program.
- \$91 million for the Florida Keys Water Quality Improvement Program, U.S. Army Corps of Engineers, Environmental Infrastructure (i.e. wastewater) project for the Florida Keys communities, Monroe County and the Village of Islamorada, Florida.
- Assisted in securing two EPA WIFIA loans, valued at \$461 million, for the City of Wichita.
- \$2,000,000 to develop the Kaw Point Wastewater Treatment Plant Biosolids Project in the Unified Government of Wyandotte County/Kansas City, Kansas
- \$3,200,000 to develop the Ackerman Septic to Sewer wastewater collection system in Charlotte County, Florida
- Assisted in securing a \$37 million WIFIA loan for the City of Roseville, California for improvements to the City’s drinking water infrastructure
- Helped the City of Visalia, California secure a \$1.998 million disaster recovery grant from the Economic Development Administration for construction of storm drainage and flood management facilities to reduce the potential of localized flooding in the City’s downtown area.
- \$67,000 in technical assistance from the Environmental Protection Agency to the City of Santa Maria, California to support integrated planning for municipal wastewater and stormwater management. The city was one of only five awardees.
- Secured a reauthorization of an aquifer storage and recovery project and \$1 million for the project, City of Wichita, Kansas.

- \$2.53 million in Federal funding for the Cambria Community Services District’s Corps of Engineers seawater desalination project

Disaster Recovery and Emergency Management

Our team has extensive experience working with the Federal Emergency Management Agency (FEMA) to help local governments respond to critical emergencies. TRP represents both coastal and inland communities susceptible to natural (and man-made) disasters in California, Florida, and Texas. For instance, in 2017 and 2018, we worked with the Corps of Engineers and our clients to ensure damaged areas in Florida and Texas were assessed and funded. As a result, nearly \$350 million was allocated to four of our county clients by the Army Corps of Engineers for damages to our clients’ coastlines and waterways.

Meanwhile, all local governments want to maintain public safety services, including communications, if not improve them. TRP works closely with many of the FEMA grant programs, including the Assistance to Firefighters Grants (AFG) and the Staffing for Adequate Fire and Emergency Response Grants (SAFER).

Funding successes on behalf of our clients include:

- Over more than 15 years, secured millions for projects on Federal lands in Del Norte County, California that benefit residents and tourists to the community. Also have worked on a variety of other federal land management issues like fuel reduction projects, trails management plans, access improvements, land management designations, and watershed protection projects, among other things.
- \$1,272,234 to the City of Manteca, CA through the Staffing for Adequate Fire and Emergency Response (SAFER) grant program to allow the Manteca Fire Department to restore staffing levels to comply with National Fire Protection Association guidelines.
- Worked with County to assist in maximizing and accelerating federal assistance essential to recovery from devastating wildfires in Sonoma County, California.
- Secured approval from FEMA to extend the period of performance for a Hazard Mitigation Grant Program project for St. Lucie County, Florida, saving the client more than \$850,000 in contract costs.
- Secured statutory requirement that projects for resiliency to natural disasters be given priority for funding, Sonoma County, California
- Fought cuts to the Emergency Management Performance Grant program, providing clients with additional funding for their emergency management operations.
- \$300,000 to the City of South Salt Lake, Utah for their Waterline Replacement Project to increase capacity for fire protection and growth
- \$988,410 to the City of Santa Maria, California from the Assistance to Firefighters grant program for the purchase of an aerial apparatus vehicle.
- \$59,527 to the City of Santa Maria, California from FEMA’s Assistance to Firefighters grant program for operations and safety activities.
- Engaged with Congress and FEMA on behalf of the City of Santa Maria, California to successfully advocate for making ballistic protective equipment (BPE, e.g. bulletproof vests) eligible for funding from the Assistance to Firefighters Grant (AFG) program, beginning in Fiscal Year 2014. Prior to our efforts, the AFG program did not allow for funding of BPE, which has become increasingly important for firefighters and other emergency medical service personnel attempting to reach the wounded while responding to active shooter and mass casualty incidents.
- \$158,467 to the City of Manteca, California from FEMA’s Assistance to Firefighters grant program to purchase new self-contained breathing apparatus equipment that meets current firefighting standards.
- \$199,040 to the City of Visalia, California from FEMA’s Assistance to Firefighters grant program to purchase cardiac monitors for their firefighters.
- \$5.7 million to the City of Santa Maria, California from two FEMA fire grant programs (SAFER and Fire Stations) to both build a new fire station and staff it with firefighters

Public Safety and Law Enforcement

Law enforcement issues have broad support among members of Congress, with funding regularly available for police departments, communities, and school districts for hiring programs, technology, crime prevention, and intervention. Our work includes routine advocacy with the Department of Justice and its sub-agencies, including the Community Oriented Policing Services (COPS) office, Bureau of Justice Assistance (BJA), and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), to name a few. Our relationships extend to the congressional committees of jurisdiction, including the House and Senate Committees on the Judiciary, and the House and Senate Appropriations Subcommittee on Commerce, Justice, and Science.

A sample of our clients' successes in obtaining support for law enforcement and crime prevention programs is included below:

- \$550,000 for the Sheriff's Office Computer Aided Dispatch (CAD) and Records Management Systems (RMS) Update in Del Norte County, California
- \$750,000 to integrate mental and behavioral health resources into the justice system in the Unified Government of Wyandotte County/Kansas City, Kansas
- \$1,180,000 for the Policing the Teen Brain/Strategies for Supporting Youth in the Community program for Contra Costa County, California
- \$1 million for the Transition Aged Youth Diversion program for Contra Costa County, California
- \$1 million to establish the Contra Costa Crisis Services Hub, Contra Costa County, California
- \$1 million for a Mobile Crisis Response Team (MCRT) Expansion Project for Contra Costa County, California

Transportation Infrastructure

The broad array of transportation and infrastructure clients we represent means that we are well-versed in the appropriations and authorizing bills, as well as Executive Branch grants and regulations that will impact Isle of Palms transportation funding efforts. The TRP team has extensive experience advocating to Congress and the Department of Transportation (DOT) modal agencies, including the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and Federal Aviation Administration (FAA) on behalf of transportation agencies and local governments.

The TRP team also works closely with the House Transportation and Infrastructure Committee, the Senate Environment and Public Works Committee, the Senate Commerce, Science, and Transportation Committee, and the Senate Banking, Housing and Urban Affairs Committee on authorization and policy issues. TRP can be a powerful champion on transportation issues important to the County and can emphasize the value of funding opportunities for a variety of transportation needs.

During consideration of the surface transportation bills SAFETEA-LU in 2005 and MAP-21 in 2012, TRP team members successfully advocated on issues including higher funding levels for highways and transit; reforming Small Starts criteria; standards for highway preservation; expanding the authority for states to assume environmental clearance authority from the Federal government; authorization and continuation of the Projects of National and Regional Significance program; preventing the elimination of dedicated transit funding; maintaining broad eligibility for bus rapid transit; allowing state and local governments to receive higher Federal shares when using innovative technologies; and providing dedicated deployment funding for asphalt and concrete technologies to assist States in implementing these cost-saving innovations.

During the FAST Act debate in 2015, we advocated on behalf of our clients for increased topline funding for Federal transportation programs, as well as increased sub-allocations to local governments and Metropolitan Planning Organizations.

Meanwhile, during the debate that resulted in the passage of the Infrastructure Investment and Jobs Act, we advocated heavily from a transportation perspective to ensure robust funding for the Capital Investment Grant Program, from which several of our clients will seek funding. We also sought robust discretionary

grant opportunities for communities and transportation agencies. In other areas, meanwhile, we advocated successfully for funding for reclaimed water projects, the Army Corps of Engineers, and other initiatives sought by our clients.

Some of our transportation funding and policy successes over the past few years include:

Highways, Bridge and Road Improvements

The TRP team also has extensive experience securing funds for local governments through competitive grant programs, which were expanded significantly by the passage of the Bipartisan Infrastructure Law and the Inflation Reduction Act, to name two. TRP has a deep understanding of the Executive Branch and the ability to access all levels of the DOT. We bring an insider's understanding of how these institutions work, who to meet with, how to frame an issue for Executive Branch policymakers, and when to make those visits. This has allowed us to secure the following competitive grants on behalf of local government clients:

- \$400 million in 2022 Bridge Investment Program Large Bridge Grant funding for the Golden Gate Suspension Bridge Seismic Retrofit project for Golden Gate Bridge, California
- \$15 million for a grade separation project, City of Riverside, California
- \$22 million BUILD Grant funding for North Junction in Wichita/Sedgwick County, Kansas to alleviate a traffic bottleneck
- \$18.35 million in BUILD Grant funding for road infrastructure projects in El Paso County, Colorado to support the growing military installations
- \$1 million for a Reconnecting Communities Planning Grant, City of Wichita, Kansas

A diversified approach to transportation policy is critical. Our advocacy not only includes helping secure funding for a project, but also helping a local government understand how a proposed Federal policy or regulatory proposal directly affects the operations of your government or a specific project.

To highlight other transportation initiatives, we have also successfully assisted on the following projects:

- \$49 million to Galveston County, Texas over several years for the reconstruction of the Galveston Causeway Railroad Bridge, deemed by the inland waterway users as the most dangerous impediment on the Gulf Intracoastal Waterway
- \$1.8 million for Card Sound Bridge replacement planning for Monroe County, Florida
- \$4.4 million for the expansion of Marlin Road in the Village of Cutler Bay, Florida
- \$101,175 for a Traffic Control Project for the City of Winter Park, Florida
- \$1 million for a US 101 Auxiliary Lane, Transportation Agency for Monterey County, California
- \$8 million for construction of a new bridge, City of Dallas, Texas

Multimodal Projects

- \$700,000 to develop a bicycle/pedestrian route along the East Sir Francis Drake Gap Closure, Marin County, California
- \$3.18 million for the 181st Ave. Safety Improvements Project, City of Gresham, Oregon
- \$10,473,900 in TIGER V competitive funding to Lee County, Florida to implement the \$13,210,918 Lee County Complete Streets Initiative. This project will support bicycle and pedestrian transportation connections throughout the County's regional trail network: the Tour de Parks Loop, the University Loop, and the Bi-County Connector.
- \$300,000 to the City of San Clemente, California to help construct the City's Coastal Rail Trail
- \$380,000 to the City of South Salt Lake, Utah for streetscaping along two main arterials, both increasing City beautification efforts and improving pedestrian safety
- \$1.1 million to the City of Pismo Beach, California to complete the last phase of their beachfront Promenade
- \$1.5 million for Sumner Area Green Corridor, Unified Government of Wyandotte County and Kansas City, Kansas

- \$1 million for bike/hike trail, Contra Costa County, California

Transit

- \$14.4 million for a multimodal transit center in Wichita, KS from the 2019 Bus and Bus Facilities competitive grant program
- \$17,275,000 in Federal funds to Broward County Transit from the 2019 Bus and Bus Facilities competitive grant program to help fund part of a \$51 million project to rehabilitate and reconstruct existing O&M buildings, construct new Administration and Training buildings, and add infrastructure for electric buses
- \$3.9 million for electric transit buses, City of Wichita, Kansas
- Ongoing renewal of a Federal compressed natural gas tax credit through the end of 2025 that has provided a city client with several million in funding which is used to support the transit system.
- Successfully included language in MAP-21 to provide mid-sized transit systems with new flexibility on how they spend Federal transit funding. Under prior Federal law, transit agencies must use their entire allocation on capital or maintenance expenses in UZA's of more than 200,000 people. With the language we secured, Federal law will no longer simply link population with how Federal transit funds can be spent by local governments. Instead, the size of a transit system is the arbiter. As a result, some systems will gain flexibility and be able to use a portion of their Federal transit funding on operations, not just capital, if desired.

Methodology and Implementation Plan

Isle of Palms has picked an opportune time to examine your federal appropriations, regulatory, and lobbying needs. Over the past several years, much has changed in Washington, and with the passage of the Bipartisan Infrastructure Law, the Inflation Reduction Act, and the return of congressionally directed spending, new opportunities have arisen. TRP prides itself on its agility, which is essential in today's political environment.

Below is an overview of how we would undertake the work for the Isle of Palms. This approach is like the successful approach we use for many of our local government clients, from establishing annual priorities and pursuing Federal funding and beneficial legislation, to staying in regular contact and communicating our work to the City. TRP works closely with city governments from around the country and local government lobbying groups, including the National League of Cities (NLC), making us capable of quickly identifying and addressing issues that may impact the City.

Developing a Federal Agenda; Collaborating with Isle of Palms Officials and Staff

At the commencement of our work for the Isle of Palms, TRP will work with your staff and officials to develop a Federal Agenda for 2025. The Federal Agenda will comprehensively summarize issues and funding opportunities essential to the Isle of Palms. The document will thoroughly outline each area, its potential impacts on the City, and recommend policy positions. By creating a comprehensive document, we are prepared to take advantage of any opportunity or quickly work to mitigate any emerging areas of concern. This document provides transparency to the City and its stakeholders regarding our efforts in Washington, DC. It also serves as a benchmark for everyone involved regarding progress toward achieving your goals.

"Your accessibility has always been great; we can get ahold of you practically any time, day or night. Sometimes I know that is probably challenging for you... but we really appreciate your accessibility and the things you've done for us." – former Supervisor Gerry Hemmingsen, Del Norte County, Calif.

While Isle of Palms can rightfully expect its consultant to provide candid objective advice on the likelihood of success on any agenda item, we also believe that a client should also expect creativity, proactivity, and enthusiasm for its agenda. "That's never been done!" should be a challenge statement rather than a call for a less ambitious agenda.

Assist in the development and submission of Federal appropriations/authorization requests

The TRP team has extensive experience securing congressionally directed spending prior to 2010, with our partners having secured significant Federal resources for our respective clients during those years, success that we expanded upon in the last three years through the new process instituted in the House and Senate. With the return of congressionally directed spending in 2021, Congress has created an opportunity for the City to seek funding for its priorities in subsequent fiscal years, something with which we are well suited to assist.

During our careers, the TRP team has helped public sector clients secure more than \$5 billion for their needs as well as deliver policy wins that in some cases dwarf the value of funded projects. **With the return of earmarks in 2021, our team has secured over \$378 million in earmarked funding for our local**

government clients for a variety of projects and initiatives through the appropriations processes for Fiscal Years 2022 – 2024.

Monitor and advise on Federal grant opportunities

Much discretionary funding remains at the agency level to be awarded through competitive grants, including many new ones created by the Bipartisan Infrastructure Law and the Inflation Reduction Act, which provide several years of funding opportunities. TRP has helped our clients secure more than \$1.2 billion from these bills to date.

TRP will help the City navigate the policy, budgetary, and legislative processes to select the appropriate grant programs and improve chances of securing grant funding. TRP provides due diligence, including discussing the grant criteria and funding requirements with the issuing agency, and then provides appropriate counsel to Isle of Palms. TRP also engages in Congressional outreach, such as working with Congressional offices to submit letters of support for the City’s grant applications.

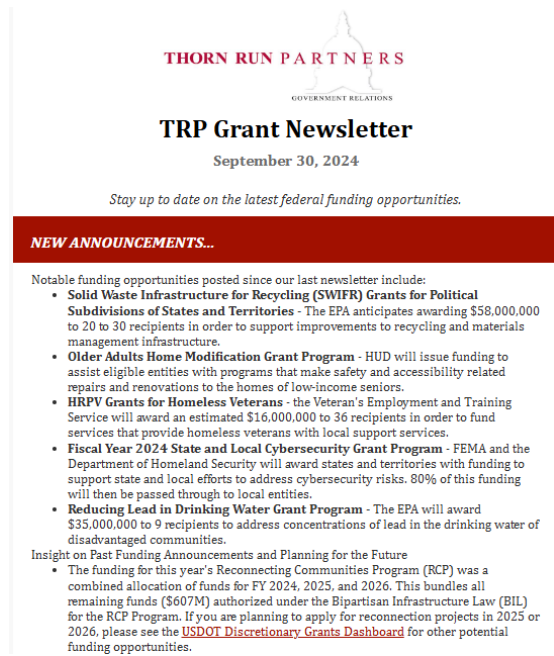
TRP’s continual contact and close working relationships with Federal agencies allow us to glean intelligence in advance of public announcements. This knowledge permits us to provide the City with timely information on research and infrastructure funding opportunities. TRP will also provide support to the City on responses to Federal public announcements. TRP has extensive experience supporting winning competitive grant proposals by enhancing grant submissions. Depending on the services required, we can help you improve your submission, realign it more competitively, add team players for better results, and constructively edit and improve the final product.

Monitor legislation and proactively recommend positions

In addition to the formal legislative agenda, TRP team members will monitor the introduction and progress of proposed legislation and provide analysis of the potential effects for the Isle of Palms. We will assist in developing your stance and contact the relevant members of Congress, including your congressional delegation and bill sponsors, on your behalf to ensure they are aware of – and act on – your position.

Monitor proposed regulations and Agency activity

TRP will closely monitor relevant agency regulatory developments, including proposed rulemakings, to ensure the Isle of Palms priorities are considered through the agency comment process. Likewise, TRP will ensure that conversations with Federal agency officials are made at the right time, that timely correspondence is sent, and that your congressional delegation is fully aware of your objectives.



Arrange meetings for City elected officials and personnel with Congressional members, staff, and Federal agency officials

TRP handles all aspects of our client's Washington, D.C. trips. Prior to their arrival in Washington, D.C., TRP prepares a list of potential meetings. We work with our client in advance to ensure that those attending the meeting are knowledgeable about the topics being discussed and equipped with documents to supplement the conversation. Upon arrival in Washington, D.C., TRP briefs our client to ensure that the proper message and tone are conveyed in each meeting and provides all pertinent briefing documents. A member of the TRP-IOP client team will accompany City officials to all meetings with Congress, staff, and agency officials to provide background information and assist as needed. After the meetings, we complete any follow-up needed from the meetings and build upon the progress made during the trip.

Timely Communication

As we advocate on behalf of our clients, we maintain a constant dialogue to regularly update them on our work as well as assess their priorities. We believe that effective communication is critical to successful advocacy, and we work diligently to keep our clients informed and updated regarding Federal legislation, proposed regulations, initiatives, funding opportunities, and news through a variety of different tracking sources and reports based on the needs and preferences of each client. Apart from that personal engagement, the Isle of Palms will receive the *TRP Tip Sheet* (example to the right) daily, which is a morning summary of Capitol Hill activity, political insight, notable news stories, and links to relevant TRP memos and reports. Full examples of recent *Tip Sheets* are also available at twitter.com/thorn_run.

As we engage with the Isle of Palms and the Federal government, the TRP Team will provide the following forms of written information:

- Analyses of budget requests and forecasts for policies and programs;
- Reports of, and testimonies from, relevant committee hearings and markups;
- Memos on pertinent Federal initiatives or topics;
- Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
- Copies of proposed legislation and associated reports;
- "White papers" and materials geared toward elected officials and their staffs that justify your objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful.

"Thank you for all that you've done to get St. Lucie County where it is today. So much Federal funding over the years, working with the federal agencies, you've made a huge difference for our community. You should be proud!" – former Administrator Howard Tipton, St. Lucie County, Fla.



The TRP Tip Sheet

October 3, 2024

Editor's note: With Congress out during the final stretch of the 2024 election, we'll be scaling back publication of the Tip Sheet to Tuesdays and Thursdays each week.

QUICK TAKES

- **JOHNSON REJECTS CALLS TO RECONVENE CONGRESS.** Speaker Johnson rejected calls by lawmakers from areas affected by Hurricane Helene for Congress to return early to pass a supplemental disaster relief measure.
- **EPA PROPOSES MORE PUBLIC INFORMATION ABOUT 'FOREVER CHEMICALS.'** The agency issued a proposed rule to add 16 individual PFAS and 15 PFAS categories representing more than 100 individual PFAS to the Toxics Release Inventory.
- **ENERGY DEPARTMENT PLUGS \$1.5 BILLION INTO NEW GRID PROJECTS.** The funding announced Thursday will go toward the construction of an estimated 1,000 miles of new transmission lines with 7,100 megawatts of added capacity.
- **STATE OF PLAY ON THE 2024 ELECTION.** For more on the state of the 2024 election, click [here](#) to view our latest Special Report.
- **TRP CONGRESSIONAL RETIREMENT TRACKER.** Click to view TRP's congressional retirement [tracker](#).

CAPITOL HILL UPDATE

- **JOHNSON REJECTS CALLS TO RECONVENE CONGRESS.** In an interview early yesterday morning, House Speaker Mike Johnson (R-LA) rejected bipartisan calls by lawmakers from areas affected by Hurricane Helene for Congress to return to Washington early to pass a supplemental disaster relief measure. While acknowledging that Congress

"Thank you so much for these critical updates! Both your updates and the general TRP updates are much needed and appreciated. Please keep updates like these and on other topics coming!" – Cameron Pennant, former Legislative Manager, Charlotte County, Fla.

- Support or request letters for Congressional sponsors to use with relevant committees or Federal agencies; and
- Any necessary forms for appropriations or authorizations requests.

Experience working with Congress and the Federal agencies

The foundation of support in Congress for a public entity’s advocacy efforts naturally includes their Congressional delegation and potentially members from their region and the state. **We already enjoy a great relationship with the Congressional delegation.** But perhaps more importantly, with a bipartisan team of more than 50 people, and a diverse group of clients, TRP’s relationships extend to key Congressional committee chairs and ranking members, committee members, and leadership in both the House and the Senate. Our personnel have backgrounds working as top-tier legislative aides to well-known, senior members of the House and Senate. This includes the Congressional committees having jurisdiction over issues impacting local government issues, such as:

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ <i>House Appropriations Committee</i> ▪ <i>House Energy and Commerce Committee</i> ▪ <i>House Education and Labor Committee</i> ▪ <i>House Judiciary</i> ▪ <i>House Natural Resources Committee</i> ▪ <i>House Transportation & Infrastructure Committee</i> ▪ <i>House Veteran’s Affairs Committee</i> <ul style="list-style-type: none"> ▪ <i>House Ways and Means Committee</i> ▪ <i>Senate Appropriations Committee</i> ▪ <i>Senate Environment and Public Works Committee</i> | <ul style="list-style-type: none"> ▪ <i>Senate Finance Committee</i> ▪ <i>Senate Commerce, Science, and Transportation Committee</i> <ul style="list-style-type: none"> ▪ <i>Senate Health, Education, Labor, and Pensions</i> ▪ <i>Senate Banking, Housing, and Urban Affairs Committee</i> ▪ <i>Senate Energy and Natural Resources Committee</i> ▪ <i>Senate Judiciary Committee</i> ▪ <i>Senate Veteran’s Affairs Committee</i> |
|--|---|

TRP engages in regular meetings with Congressional leadership and their staff on behalf of our clients in Washington. We advance already existing political relationships and work to establish new ones. We assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects local governments. TRP focuses its collective efforts intensely on the Congressional members that best enable us to accomplish your goals.

Beyond members of Congress, we have relationships at nearly every relevant Federal agency that we can call upon to benefit our clients. Because of our diverse local government and public entity client base, which includes cities, counties, school districts, ports and navigation districts, airports, transportation authorities, and various local taxing authorities, we are regularly meeting with intergovernmental teams, career civil servants, and senior level political appointees that are part of the Federal agencies and their sub-agencies, including the following:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ <i>Department of Agriculture</i> ▪ <i>Department of Commerce</i> ▪ <i>Department of Education</i> ▪ <i>Department of Energy</i> ▪ <i>Department of Health and Human Services</i> ▪ <i>Department of Housing and Urban Development</i> | <ul style="list-style-type: none"> ▪ <i>Department of Interior</i> ▪ <i>Department of Justice</i> ▪ <i>Department of State</i> ▪ <i>Department of Transportation</i> ▪ <i>Department of Veteran’s Affairs</i> ▪ <i>Army Corps of Engineers</i> ▪ <i>Environmental Protection Agency</i> |
|--|--|

The firm also offers our *Influencer Series*, where we host elected officials, leadership staff, and senior congressional committee staff to discuss the political landscape, legislation, and issues important to our clients. Our *Influencer Series* is a way for our clients to establish or solidify relationships with members of Congress and staff in an informal setting. Our ongoing series provide strategic intelligence on legislation of importance to local governments and an additional opportunity to voice our clients' priorities and goals. As part of our *Influencer Series*, our firm hosted the following in the recent past, among others:

- *House Speaker Mike Johnson's (R-LA) Chief of Staff*
- *Former Speaker Nancy Pelosi's (D-CA) Director of Floor Operations*
- *Sen. Minority Leader Mitch McConnell's (R-KY) Policy Advisor*
- *House Ways & Means Committee Staff*
- *Sen. Joni Ernst (R-IA)*
- *House Minority Whip Katherine Clark (D-MA)*
- *Senate Environment and Public Works Committee Staff*
- *Sen. Maggie Hassan (D-NH)*
- *Sen. Joe Manchin's (D-WV) Chief of Staff*
- *Sen. Markwayne Mullin (R-OK)*
- *Senior staff for the Senate Banking Committee*

THE TEAM

While you will have full and complete access to all of the experienced professionals at our firm, whose complete roster can be found on our [website](#), TRP prides itself in crafting smaller, more nimble teams to serve as your day-to-day points of contact. For IOP, we believe that the following team of professionals has the expertise to best serve your immediate needs.

Chris Lamond — Founding Partner

Chris Lamond brings significant experience in developing, managing, and implementing government relations strategies to Thorn Run Partners. Mr. Lamond has built a career representing clients before federal, state and local governments and brings to Thorn Run more than 25 years of experience working for and with governmental entities.

Chris co-founded Thorn Run Partners in 2010, after a career on and off Capitol Hill. Chris' government experience includes working for U.S. Senator Fred Thompson (R-TN) and the U.S. Senate Committee on Governmental Affairs. Mr. Lamond joined Senator Thompson in 1994 and served on the Senator's personal staff in a number of legislative roles before moving to the Committee on Governmental Affairs when Senator Thompson became committee chairman in 1997. In 2008, Mr. Lamond also served as an advisor to the Fred Thompson for President campaign and continues to work in a number of unofficial roles for federal and state candidates around the country.

In addition to his position as founding partner at Thorn Run, Chris continues to represent corporate, non-profit entities, and trade associations before Congress. Chris has been an advocate for causes and industries in various sectors, including financial services, technology, transportation, education and health care. Chris' understanding of the legislative landscape and ability to create effective advocacy strategies have resulted in significant policy achievements for his clients. Beyond his work at Thorn Run, Chris is recognized as a thought leader and has contributed to industry publications, conferences, and panel discussions throughout the country.

Chris received a B.A. in Political Science from Furman University in Greenville, South Carolina and currently lives in Washington, DC with his wife and two children.

Jim Davenport — Partner

Jim Davenport joined Thorn Run Partners in 2018, providing top-tier consulting services to public entities on a broad spectrum of issues. Jim represents a range of government clients, including cities, counties, airports, independent taxing districts, and education entities.

Jim's wide variety of public entity clients gives him exposure to the entire scale of federal agencies and programs, and he has developed expertise on an array of federal issues, including transportation, water infrastructure, navigation, energy and environment, public safety, and elementary, secondary and higher education. Jim operates strategically and with efficiency, offering his clients meaningful subject-matter knowledge coupled with a determined approach to achieving their objectives.

Jim continues to represent many of the first clients that ever retained him, representing several for more than 20 years. He is an experienced tactician in navigating the federal budget, congressional appropriations process and competitive federal grant opportunities to obtain federal resources on behalf of clients. He also consults and advises clients on legislation, agency rulemakings, and Administration policy to position his clients to take advantage of new opportunities and to protect and prepare themselves from regulatory impacts.

Prior to joining Thorn Run Partners, Jim spent over 18 years as a partner at Alcalde & Fay, representing local government entities from states across the country, including Florida, California, Virginia and Kansas. He has represented corporate clients in the areas of environmental remediation, homeland security and public safety, engineering, and energy. Before joining Alcalde & Fay, Jim served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York.

Mr. Davenport received his B.A in Government at St. Lawrence University, and obtained his J.D. from The Catholic University of America, Columbus School of Law.

Mr. Davenport lives in Arlington with his wife, Shari, and their two children.

Chas Thomas — Partner

Chas Thomas joined Thorn Run Partners in 2017 after spending four years on Capitol Hill. While on the Hill, he worked primarily on financial services, telecommunications, energy, agriculture, natural resources, budget, and tax issues. Thomas maintains a strong network of relationships with policymakers and staff in both the House and Senate, ensuring a pathway for effective advocacy efforts that help impact policy.

Mr. Thomas served on the campaign of Senator Lindsey Graham (R-SC) prior to beginning his career on Capitol Hill in the office of Congressman Robert Pittenger (R-NC). While with Mr. Pittenger, Chas served as the Congressman's senior legislative assistant and lead staff liaison to the House Financial Services

Committee, including Monetary Policy & Trade, Financial Institutions & Consumer Credit, and Terrorism & Illicit Finance Subcommittees.

Since joining Thorn Run Partners, Mr. Thomas has continued to work on issues for clients around multiple industries. Chas has used his extensive experience within the financial services, transportation, energy, tax, and appropriations realms to implement legislative agendas that deliver targeted wins for clients.

Chas is a native of Greenville, SC and received his B.A. from the University of South Carolina. He currently lives in Alexandria, VA with his wife.

Jordan Marsh — Vice President

Jordan Marsh brings a decade of experience in government relations, strategic advocacy, and political campaign management to Thorn Run Partners. With a deep understanding of federal and state policy, and an extensive network across the public and private sectors, he expertly navigates complex legislative landscapes to deliver tangible results for clients. As a South Carolina native with over six years of experience in the Governor's office, Marsh is well-positioned to expand the firm's influence and support for clients in the Palmetto State.

Prior to joining Thorn Run Partners, Jordan served as Director of Federal Affairs for South Carolina Governor Henry McMaster, representing the state's interests in Washington, D.C. He advanced the Governor's federal priorities, supporting initiatives across 25 state agencies in areas such as economic development, environmental policy, infrastructure, energy, healthcare, and disaster recovery.

As South Carolina's Infrastructure Coordinator, Jordan was instrumental in implementing and optimizing federal investments through the Infrastructure Investment and Jobs Act, CHIPS Act, and Inflation Reduction Act. He secured millions in federal appropriations and grants for key projects while managing a broad legislative portfolio and collaborating closely with Congress, the White House, and federal agencies.

Jordan also served as State Alternate to the Appalachian Regional Commission and the Southeastern Crescent Regional Commission, where he led rural development efforts through competitive grant programs. He acted as Governor McMaster's liaison to the National Governors Association and the Republican Governors Association, working on a wide range of federal and state policies while developing key relationships on Capitol Hill and with governors' offices nationwide.

Jordan's political career began on U.S. Senator Lindsey Graham's 2014 re-election campaign. He later directed Governor McMaster's successful 2018 campaign and led the South Carolina Republican Party's Victory campaign as State Director. Earlier in his career, Jordan played a key role in passing landmark transportation funding legislation while working for a South Carolina trade association.

A native of Florence, S.C., Jordan received a B.A. in Political Science from the University of South Carolina. He currently lives in Washington, D.C.

TERMS & RATES

We pride ourselves on offering a full array of services to meet our clients' needs and obligations. We understand the significant investment federal policy and advocacy services require and set our fees on the anticipated scope of work. Based on our recent conversation and the clarification pertaining to the scope of work described, **we believe a monthly retainer in the amount of \$8,000 is appropriate.**

Please note that TRP does not bill back our clients for expenses such as taxis, meals, copying, etc. Additionally, any other amounts billed back would be for extraordinary expenses or long-distance travel, both of which require your pre-approval. We believe this model provides our clients with cost certainty and helps manage internal budgets.



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

~~DRAFT 2/26/25~~

WHEREAS, CHARLESTON COUNTY PARK AND RECREATION COMMISSION is the owner of ISLE OF PALMS COUNTY PARK, ONE 14TH AVE., ISLE OF PALMS, SOUTH CAROLINA 29451.

WHEREAS, THE CITY OF ISLE OF PALMS, SC (THE IOP) is in need of a beach access for emergency medical service responders; and

WHEREAS, CHARLESTON COUNTY PARK & RECREATION COMMISSION (THE CCPRC) is desirous of partnering with THE CITY OF ISLE OF PALMS, SC to provide a beach access for emergency medical service (EMS) responders.

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the sufficiency of which is mutually acknowledged, the parties agree as follows:

THE IOP agrees to, at its own expense, construct an access for emergency vehicles from 14th Avenue through park property to the location of the existing fence gate at the dunes. That access will consist of Turfstone grid pavers for a portion of its length and concrete pavement for the remainder. IOP also agrees to, at its own expense, construct a Turfstone grid paved dedicated parking space for an emergency vehicle, a concrete paved walkway adjacent to the Turfstone paved access lane, and a concrete paved access within the right of way of 14th Ave. from the street curb to the right of way line. THE IOP also agrees to, at its own expense, include grading and drainage improvements as well as utility modifications associated with the emergency vehicle access. IOP agrees to construct all facilities in accordance with construction documents prepared by Davis & Floyd, Inc. dated September 26, 2024, except where otherwise approved or directed by CCPRC.

THE IOP agrees to, at its own expense, apply for, coordinate, and install an underground electric power service for a shore power hookup to be used by emergency vehicles at the aforementioned dedicated parking space, to operate an automatic gate at the access lane entrance, and for any other electric power needs specific to the EMS access. THE IOP agrees to designation as the owner of the power service and to pay all power usage and other fees.

THE IOP agrees to, at its own expense, install an automatic limited access gate at the entrance to the emergency access lane. THE IOP also agrees the installation will include modifications to the existing fence as needed, and that it will be responsible for paying for any repairs necessary of this gate to the extent notified of the same by CCPRC. management, maintenance, and repair of this gate. THE IOP agrees to share codes, devices, and information for operation of this gate with THE CCPRC, and to notify THE CCPRC of updates. THE IOP also agrees to, at its own expense, replace the existing gate at the

dunes access with a new manual gate properly sized for emergency vehicles, making modifications to the fence as needed.

THE IOP agrees to, at its own expense, provide an as-built survey of the constructed emergency access, including new concrete and Turfstone pavements, new gates (including modifications to existing fences), electric service and other utilities (including modifications to existing utilities), topography (one foot contours and spot elevations at locations shown on the Grade Plan sheet of the construction documents), and new palmettos. Copies of the as-built survey to be provided in CAD and pdf file formats.

THE CCPRC agrees it will be responsible for management, maintenance, and repair of the new manual gate at the dunes access. THE CCPRC agrees to share codes and information for unlocking and operating this gate with THE IOP, and to notify THE IOP of updates.

THE CCPRC agrees to pay for replacement of the existing clatterbridge at the dunes crossing to the beach.

THE IOP agrees to, at its own expense, coordinate bidding and construction for replacement of the aforementioned existing clatterbridge, and to coordinate and pay for permitting and construction of any oceanward extension of that clatterbridge.

THE CCPRC agrees to maintain the clatterbridge, which entails managing sand to the proper depth over the clatterbridge timbers.

THE ~~IOP-CCPRC~~ agrees to coordinate and pay for repairs should the clatterbridge be damaged due to weather, fire, accidents, high tide, vandalism, structural failure, or other sources.

THE IOP agrees to coordinate and pay for installation of landscape improvements associated with the EMS access in accordance with the Planting Plan provided by CCPRC dated 11/20/24. If requested by the IOP, the CCPRC may assist with installation of plant material 1 gal container size and smaller.

THE CCPRC agrees to coordinate and pay for installation of landscape irrigation within the area of landscape improvements associated with the EMS access. THE CCPRC agrees to provide maintenance and repair of the irrigation installations.

THE CCPRC agrees to provide maintenance of EMS access hardscape and landscape installations within the Isle of Palms County Park property boundary. THE IOP agrees to maintain hardscape and sitework installations within the 14th Ave. right of way. For the sake of clarity, this paragraph is intended to fully define THE IOP's maintenance responsibility as to any component of this project. Other than the hardscape and sitework installations within the 14th Ave. right of way, THE IOP has no maintenance or reporting obligation under this Agreement.

THE IOP agrees to coordinate and pay for repairs should the EMS access sitework, hardscape, or landscape installations be damaged due to weather, fire, accidents, high tide, vandalism, structural failure, or other sources.

THE IOP and THE CCPRC shall each maintain property and liability insurance, ~~and shall defend and be fully responsible for any and all claims, damages or injuries arising from the use of EMS access facilities, and attributable to the acts or omissions of its employees or agents. Furthermore, THE IOP agrees to fully indemnify and hold CCPRC harmless from any and all liability, action, claims, and damage of every kind to the fullest extent allowed by South Carolina State Law. CCPRC shall defend and be fully~~

STATE OF SOUTH CAROLINA)	LAW ENFORCEMENT
)	MUTUAL AID AGREEMENT
COUNTY OF CHARLESTON)	CITY OF ISLE OF PALMS / CHARLESTON COUNTY AVIATION AUTHORITY

This agreement, made this 19TH day of FEBRUARY, 2025, between the Charleston County Aviation Authority (hereinafter "Aviation Authority"), through Charleston County Aviation Authority Police Department (hereinafter "CCAAPD"), City of Isle of Palms (hereinafter "Isle of Palms"), through the Isle of Palms Police Department (hereinafter "IOP"), and "Party" as to each, collectively the "Parties", provides as follows:

SECTION 1: PURPOSE OF THE AGREEMENT AND SERVICES TO BE PROVIDED

Whereas, it is the mutual advantage and benefit of the Aviation Authority and Isle of Palms that each agency to render mutual aid law enforcement services as may be needed from time to time. It is further recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control, and other emergency service situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 2: AUTHORITY

Any county, incorporated municipality or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions and in accordance with S.C. Code Ann. § 23-1-210 and § 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 3: POWER OF AUTHORITY OVER PERSONNEL, EQUIPMENT, AND FACILITIES

- A) The Aviation Authority authorizes the Police Chief of the CCAAPD or his designee to render and request mutual law enforcement aid from the Isle of Palms Police Department to the extent of available personnel, equipment, and facilities not required

for adequate protection for the remainder of the Isle of Palms Police Department. The Police Chief or commanding officer of the Isle of Palms Police Department shall determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to CCAAPD. His/Her decision shall be final.

- B)** The Isle of Palms Police Department authorizes the Police Chief or his/her designee to render and request mutual law enforcement aid from CCAAPD to the extent of available personnel, equipment and facilities required for adequate protection. The Police Chief or commanding officer of the CCAAPD shall determine the amount of personnel, equipment, and the facilities available to render mutual law enforcement aid to the Isle of Palms Police Department. CCAAPD Chief's decision shall be final.
- C)** Law Enforcement officers acting under this agreement shall be commanded by superior authority within their own agency to maintain the peace and/or perform duties outside of their territorial limits. These law enforcement officers shall be under direction and authority of one person from their own agency/jurisdiction. That person shall in turn be under the direction and authority of the host jurisdiction to which they are called to perform law enforcement and/or peace duties. They shall have the power and authority of law enforcement officers and peace officers as provided by law, including the power to arrest. All arrests and any enforcement actions and prosecutions shall remain within jurisdiction where such action would be properly brought in the absence of this agreement.

SECTION 4: FINANCIAL AGREEMENT

- A)** Cooperative law enforcement service shall be rendered without charge to reciprocal participating agencies for routine law enforcement activities.
- B)** In the event of any extraordinary cost incurred in the rendering of aid under this agreement, a request may be submitted in writing for compensation by the agency rendering aid.

SECTION 5: LIABILITY

- A) Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officer or his/her estate shall not be indemnified for any material damage to his/her property, injury to his/her person or on account of his/her death resulting from the performance under this agreement.
- B) The Party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a Party giving aid under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both Parties shall be responsible for payment of compensation and benefits only to their respective employees.
- C) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.
- D) This agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action under this agreement for any cause whatsoever.
- E) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing aid or law enforcement services under this agreement.

SECTION 6: RECORDS

Each agency shall maintain records concerning the performance of services provided by the agency and make available as required by law pursuant to the Freedom of Information Act for public safety functions performed or arising under this agreement.

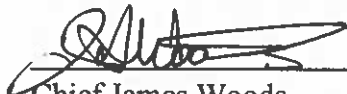
SECTION 7: DURATION, MODIFICATION, AND TERMINATION

- A) This agreement shall be in effect and legally binding when signed by each government entity and will renew automatically one year from the date this document is executed and annually each year thereafter unless fourteen (14) days written notice of intent to terminate is provided by one of the Parties.

- B) Any and all modification to this agreement must be in writing and approved by the appropriate governing bodies.

Chief Kevin Cornett
City of Isle of Palms

Date: _____



Chief James Woods
Charleston County Aviation Authority Police Department

Date: 02-19-2025

adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or the **Sheriff of Charleston County**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or **the Sheriff of Charleston County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

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

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

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.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

18. RADIO COMMUNICATIONS

Radio communications between the requesting law enforcement agency and the assisting law enforcement agency shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

ISLE OF PALMS POLICE DEPARTMENT

WITNESSES

Kevin Cornett, Chief

Witness

Mayor/Administrator

Witness

CHARLESTON COUNTY SHERIFF'S OFFICE

Carl Ritchie, Sheriff

Witness

STATE OF SOUTH CAROLINA} CHARLESTON COUNTY SHERIFF'S OFFICE
COUNTY OF CHARLESTON} EQUIPMENT LOAN/USE AGREEMENT

This agreement is entered into this ____ day of _____, 2025 and between the Charleston County Sheriff's Office (CCSO) and the Isle of Palms Police Department (IOPPD).

Whereas, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976), as amended, authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions.

Whereas, the above parties entered into a Mutual Aid Agreement on ____ day of _____, 2025.

In keeping with this agreement and in support and furtherance of the FEMA/DHS Port Security National priorities and the local Coast Guard Captain of the Port Priorities the CCSO agrees to loan the following equipment to the IOPPD for the furtherance of these priorities:

1. **Data # 7342 Year 2005 McKee 19'6" Center Console, model Marathon 196 CC, Hull Identification # MKC19165K405, equipped with a Data # 7622 Year 2008 225 HP Suzuki Outboard motor, Model # DF225T, serial # 22501F880899, Title # MAA 772869**
2. **Data # 7343 Year 2005 Float-On Trailer, Model # 421-TABB, VIN# 40YBF21275F000251**

This equipment was purchased with proceeds of the FY 2004/2008 Port Security Grants. In keeping with the 44 C.F.R. 13.32 CCSO will maintain the title and ultimate ownership of the equipment for final disposition, while IOPPD will be responsible for daily maintenance and upkeep of the equipment.

IOPPD will maintain the equipment in a manner to avoid deterioration or destruction of the equipment by weather, vandalism, neglect or similar causes. The equipment will be stored at the IOP Municipal compound, located at 30 JC Long Blvd., Isle of Palms, SC.

IOPPD will maintain the equipment in good repair, condition, and working order. Any costs associated with the operation and maintenance of said equipment will be the responsibility of IOPPD.

Damages incurred due to excessive wear and tear or negligence during operation would be the responsibility of IOPPD.

TERMINATION / RETURN OF LOANED EQUIPMENT

This memorandum of Understanding will expire when IOPPD no longer is in need of the equipment and/or there is purchase of replacement equipment, whichever comes first. Upon termination of the agreement, the loaned equipment shall be returned to CCSO.

MODIFICATION:

This agreement may be modified upon mutual written consent of the parties.

Witness

Carl Ritchie
Sheriff, Charleston County

Witness

Kevin Cornett
Chief, Isle of Palms Police Department

Witness

Phillip Pounds
Mayor, City of Isle of Palms

SURF INSTRUCTORS STATUS								
owner	business	location	insured	CPR	first aid	lifeguard	indemnified	notes
Antman	Saltmarsh	21st	outdated	y	y	y	n	emailed
Becerra/Bowers	Share the Stoke	34A	expiring soon	y	y	y	n	
Depass	IOP Surf Lessons	26th	yes	y	y	y	n	insurance covers 4/19/25-5/18/25
Cagen	Isla Surf School	8th	outdated	n	n	n	n	emailed
Busey	Carolina Salt	6th	yes	expired	expired	expired	n	emailed

AGENCY Sadler & Company, Inc.		NAMED INSURED Philip Neal LLC dba Salt Marsh Surf Co.	
POLICY NUMBER BESGLPTNV011301_170012_02		1338 Ronald Lane Charleston, SC, 29412	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 04/09/2024	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Surfing participants: 04/09/2024 - 04/09/2025;

CERTIFICATE NO : 00270896

LIFEGUARD+
CERTIFICATES

CPR & FIRST AID

CERTIFICATE OF COMPLETION

THIS IS TO PROUDLY CERTIFY:

PHILIP ANTMAN

01/22/2025

For completing their CPR & First Aid Training with lifeguardcertificates.com on Wed Jan 22 2025 valid for 1 year from the date of completion.

JESSICA REYES
Instructor



LIFEGUARDCERTIFICATES
Course Provider



SCAN THIS QR CODE OR VISIT
USALIFEGUARDASSOCIATION.ORG
TO VERIFY THE AUTHENTICITY
OF YOUR CERTIFICATE.

LIFEGUARD+
CERTIFICATES

LIFEGUARD

CERTIFICATE OF COMPLETION

THIS IS TO PROUDLY CERTIFY:

PHILIP ANTMAN

7869807853788-1

For completing their Lifeguard Training with lifeguardcertificates.com on Wed Jan 22 2025
valid for 1 year from the date of completion.

REBECCA LOWES
Instructor



LIFEGUARDCERTIFICATES
Course Provider



APPLICATION: A-SP-SI-24-03-12-299744

INSURED'S CONTACT INFORMATION

Contact Name	Monica Becerra
Contact Phone	8439730078
Contact Email	mbecerra18921@gmail.com

ESTABLISHMENT

Named Insured	Share The Stoke
Address	304 Fleming Rd
City	Charleston
State	South Carolina
Zip code	29412
Country	United States
Website	sharethestokesurfboardrentals.com
Form of Business	Limited Liability Company
Employee/Volunteers	1
Do you have any activities outside of the United States?	No
Event Location	Isle of Palms, South Carolina

COVERAGE PERIOD AND ACTIVITIES

Policy Effective Date	04/01/2024
Policy Expiry Date	03/31/2025

ACTIVITIES

ACTIVITY(1)

Sport/Activity	Surfing
Level	Amateur
Category	Lessons

Please specify the Total Number of Participants and Coaches/Officials/Volunteers for the policy duration for each of the following indicated age groups (Estimate where exact numbers are unavailable)

Coaches/Volunteers/Board Members	1
Total number of registered Participants 12 and under	20
Total number of registered Participants 13-15	20
Total number of registered Participants 16-19	20
Total number of registered Participants 20 and older	20

Will participants be taking more than one lesson?	Yes
What is the average number of lessons per participant?	1 lesson(s)
Will participants stay overnight?	Participants don't stay overnight

**Please describe the operations/activities to be insured:
Please note: Insurance will ONLY cover activities specified above (or on your Insurance Quotation) and no additional activities mentioned below will be covered.**

Surf lessons and surfboard rentals	
Do you have rentals ?	Yes
What percentage of revenue comes from rentals?	5%

NON-ATHLETIC FUNDRAISING ACTIVITY

Does your organization hold any Non-Athletic Participant fundraising activities?	No
---	----

GENERAL INFORMATION

What type of security will you be using?	None
Maximum number of spectators at any individual event or location	1
Estimated Gross Receipts	\$100.00
Desired Acc Med Deductible	\$100.00
Desired Acc Med Benefit (\$25,000 is standard. Higher limits result in a higher premium cost)	\$25,000.00
Do you offer Temporary Child Supervision?	No
Will you be using any, pyrotechnics, or use of mechanical devices that will be ridden (excluding sporting equipment)?	No
Does any volunteer, owner, coach or official have a criminal record, or has ever had a criminal record?	No
Have you had any claims in the past five (5) years?	No
Have you ever filed for bankruptcy?	No
Have you ever had insurance Cancelled, or Non Renewed for any reason?	No
Does the applicant use a waiver and release?	Yes

Please note that the use of a waiver is mandatory for insurance coverage. For your protection we recommend having your waiver prepared / approved by your legal council.

ADDITIONAL INSURED

Would you like to add Additional Insured?	Yes
---	-----

Additional insured (1)

AI name	City of Isle of Palms
Address	1207 Palm Blvd
City	Isle of Palms
State	SC
Zip/Postal code	29451
Country	United States
Contact Name	
Phone Number	

E-mail

Type of Business:	<input checked="" type="checkbox"/> Government/Municipality	<input type="checkbox"/> Sponsor
	<input type="checkbox"/> Sub-Contractor	<input type="checkbox"/> Beneficiary/Charity
	<input type="checkbox"/> Venue/Facility	<input type="checkbox"/> Landowner
	<input type="checkbox"/> Association Member	<input type="checkbox"/> Landlord
	<input type="checkbox"/> Other	

***Note: The SI rep facing application, that is presented in the body of this email, does not include the list of requested additional insured's. This is due to the size of the additional insured list (1 AIs). To see the list of additional insured's please open the application document.**

OPTIONAL COVERAGE

Basic Coverage Summary

Individuals Covered

All players, managers or coaches of the Policy holder

Activities Covered

While participating as a member of the team in a scheduled game, an official tournament game, or in a practice session of the team.

ABUSE/MOLESTATION COVERAGE

This endorsement covers the LEGAL COSTS TO DEFEND AGAINST the accusation OF ABUSE OR MOLESTATION against a member of your organization.

Basic Abuse/Molestation Coverage of **\$25,000 per occurrence / \$50,000 aggregate is included** in the base General Liability Package.

Higher COVERAGE Limits FOR Abuse / Molestation can be added for an additional premium as indicated below:

Abuse/Molestation Coverage (Optional)	(Higher Limits) NOT REQUIRED
---------------------------------------	------------------------------

*** May be more, depending on number of participants. Additional premium Fully Earned at Policy Inception. Premium does not include taxes and fees.**

**** Background checks required.**

Excess Liability Coverage

Basic Liability Coverage of **\$1,000,000 per occurrence / \$3,000,000 aggregate is included** in the base General Liability Package.

Follow-Form Excess Liability Coverage with the following Per Occurrence / Aggregate limits can be added for an additional premium as indicated below:

Excess Liability Coverage (Optional)	NOT REQUIRED
--------------------------------------	--------------

*** May be more, depending on coverage period and number of participants. Fully Earned at Policy Inception. Premium does not include taxes and fees.**

HIRED NON OWNED AUTO COVERAGE

Any bodily injury and property damage arising out of the transportation of participants is excluded.

Follow-Form HNOA Coverage with the following limits can be added for an additional premium as indicated below:

NOT REQUIRED

Hired/Non Owned Auto Liability Coverage

*** May be more, depending on coverage period and number of participants. Fully Earned at Policy Inception. Premium does not include taxes and fees.**

Virtual Online Training/Coaching/Instruction (Optional)

Do you provide virtual online training/coaching/instruction? No

*** Additional Premium.**

LIQUOR LIABILITY COVERAGE

Please note Liquor Liability coverage is required if you are selling alcohol

Are you selling alcohol? No

DECLARATION

IMPORTANT NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may result in an insurance claim being denied by the insurer.

Declaration

To the best of my knowledge and belief all statements made in this Application for Insurance are true. Agreeing electronically to this document does not bind the Applicant to purchase the insurance, but it is agreed that this Application shall be the basis of the contract, should a policy be issued. In order to complete your application and receive a quotation, please indicate your agreement below with a YES.

The customer has agreed electronically Yes

**American
Lifeguard
Association**



www.americanlifeguard.com

**The American Lifeguard
Association®**

*has trained over
250,000 individuals
since 1990.*

*Our goal is to improve
the quality and
accessibility of
Health & Safety*

Member No: MONMOW101896

Issue Date: 01/08/2025

American Lifeguard & Safety Training™

**Monica
Mowers**

Date of Birth 10/18/1996
(mm/dd/yyyy)

GLOBAL

FEGUARD



Qualification

Professional Lifeguarding
Shallow Water Lifeguarding
Waterfront Lifeguarding
Swimming Pool Operator
CPR/AED for the Professional Rescuer
Community First Aid
Aquatic First Responder

Certification issued by:
American Lifeguard Assoc.

**8300 Boone Blvd.,
5th Floor**

Vienna, VA 22182



For
Verification
go to:

www.universalcertification.org

Valid for 2 years with Employer's Model Aquatic Health Code compliance.

Date of Completion

01/08/2025

01/08/2025

01/08/2025

AGENCY SportsInsurance.com		NAMED INSURED Share The Stoke Surfboard Rentals	
POLICY NUMBER S0019GL000001-04		304 Fleming Rd Charleston, SC, 29412	
CARRIER Accelerant Specialty Insurance Company	NAIC CODE 16890	EFFECTIVE DATE: 04/01/2025	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Surfing participants: 04/01/2025 - 03/31/2026;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: SCU - Outfitters & Guides	
	PHONE (A/C, No, Ext): 1-877-783-1161	FAX (A/C, No): 1-260-459-5502
INSURED Carolina Salt Surf Lessons, LLC DBA: Charleston Paddle Board Co. 1111 Oak Crest Dr Charleston, SC 29412 A Member of the Sports, Leisure & Entertainment RPG	E-MAIL ADDRESS: OandG@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		
38970		

COVERAGES CERTIFICATE NUMBER: W02700386 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: MEMBER	X		M1RPA0000500002100	05/16/2024 10:53 AM EDT	05/16/2025 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							BODILY INJURY TO PARTICIPANTS	
							COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bicycle Rental - Non Stand-Alone, Paddling/Paddleboarding (includes stand-up paddleboarding), Retail Sales (must be 80% or less of total revenues), Surfing
Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER Test Test Colorado Springs, CO 80918 (Permit Grantor)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott Furbush</i>
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Per USDA Forest Service assigned National ID Number.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice Minimum 30 Days or Days per Certificate on file with K&K Insurance Group.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Named Insured: Carolina Salt Surf Lessons, LLC
DBA: Charleston Paddle Board Co.
Effective Date: 05/16/2024

Per USDA Forest Service assigned National ID Number.



American Red Cross
Training Services

Certificate of Completion

Kyle Busey

has successfully completed requirements for

Lifeguarding with CPR/AED for Professional Rescuers and First Aid

Date Completed: 2/10/2023
Validity Period: 2 Years

Conducted by: City of Charleston Recreation



To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org



014192G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verify Insurance Services, LLC DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: support@thimble.com
INSURED IOPSurfLessons 28 26th Ave, Isle of Palms, SC, 29451 iopsurflessons@gmail.com	INSURER(S) AFFORDING COVERAGE _____ NAIC # _____
	INSURER A: National Specialty Insurance Company 22608
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
INSURER F: https://www.thimble.com/check-policy-status/	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	IBL-P35GX8ZT3J	04/19/2025 12:00 AM EDT	05/18/2025 11:59 PM EDT* See note on expiration date below.	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Please note that the insured has purchased a monthly policy that will automatically extend upon expiration of the policy if the insured pays the appropriate premium. At that time, you will receive a new Certificate of Liability Insurance, evidencing such extension.

(con't on form Acord 101)

CERTIFICATE HOLDER The City of Isle of Palms desireef@iop.net	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Verify Insurance Services, LLC DBA Thimble Insurance Services		NAMED INSURED IOPSurfLessons 28 26th Ave, Isle of Palms, SC, 29451 iopsurflessons@gmail.com	
POLICY NUMBER IBL-P35GX8ZT3J		EFFECTIVE DATE: 04/19/2025 12:00 AM EDT	
CARRIER National Specialty Insurance Company	NAIC CODE 22608		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 03 02 21) for policy number IBL-P35GX8ZT3J until 05/18/2026 11:59 PM EDT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

E-Mail Address:

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "wrongful acts" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **LIMITS OF INSURANCE section of the coverage form**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

C. If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the **SCHEDULE above at the e-mail address shown above.**

D. This endorsement shall not increase the applicable limits of insurance shown in the Declaration

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

The City of Isle of Palms

E-Mail Address:

desireef@iop.net

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "wrongful acts" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **LIMITS OF INSURANCE** section of the coverage form
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.
- C.** If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the **SCHEDULE** above at the e-mail address shown above.
- D.** This endorsement shall not increase the applicable limits of insurance shown in the Declaration
- All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): The City of Isle of Palms desireef@iop.net</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



StarGuard Lifeguard

Competency Assessment & Performance Record

Certification Number: 175918

Expiration Date: 05/25/2025

Last name: Depass	First name: Brycen	Middle initial: M
Date of Birth: 02/17/2004	Email Address: brycendepass@gmail.com	Training Center Affiliation: Town of Mount Pleasant

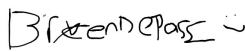
Training Center of Record: Town of Mount Pleasant	Training Location: R L Jones Center
Date of Training: 05/25/2024	Training Format: Blended
Maximum Water Depth: 8 feet or less Additional Options: Depth: 8' Open Water: [] Dispatch: [] Oxygen Admin: [X]	

STUDENT AGREEMENT:

Statement of Understanding: I understand the training requirements for the StarGuard® course and/or any supplemental training module and have completed all course objectives. I understand that it is my responsibility to:

1. Obtain site-specific training at the facility where I work that includes orientation to emergency and operational procedures and practice with equipment
2. Maintain my vigilance, physical fitness (including vision performance), rescue, CPR and first aid skill levels;
3. Exhibit professional behavior (StarGuard® Best Practices) and maintain personal safety when in or around an aquatic environment

I understand that I may be photographed at any time when performing lifeguard duties; that competency assessment of my performance may be conducted at any time; that my image may be used in training or promotional materials produced by StarGuard ELITE. I understand that my competency must be assessed annually by an authorized StarGuard Lifeguard Instructor to renew and retain my StarGuard Lifeguard certification.


Student Name: Brycen Depass	Student Signature: 
---	---

INSTRUCTOR AGREEMENT:

This individual has met the course requirements and demonstrated reasonable competency via written test and skill performance assessment and qualifies for completion certificates in:

- SGE StarGuard® Lifeguard
- Health & Safety Institute Basic Life Support (Professional Rescuer CPR with AED for Adults, Children, and Infants), Basic First Aid, Bloodborne Pathogens, and (if taught) Emergency Oxygen

This student's completion record will be maintained according to the Training Center Administrative Manual (TCAM) standards and guidelines. The student demonstrated competency in **8 feet or less** of water. Verification of performance in deeper water is the responsibility of the employer, based on site-specific needs.

Lead Instructor Name: Jessica Walsh	Lead Instructor Signature: 
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Note to the Employer: This certification record documents the competency and skills performed by the student at the completion of the StarGuard® course. The Competency Assessment & Performance Record is provided for use by the employer. Official course records are maintained by the independent Training Center that conducted the course. Completion of a StarGuard® course does not guarantee future performance nor imply complete training for every circumstance. It is your responsibility as an employer to verify competency, provide site-specific training and supervision, and monitor job performance. To retain StarGuard® certification, skills must be assessed every year, using a new Competency Assessment & Performance Record for renewal.

Required notice for lifeguards in New York: Meets NY State Department of Health Regulations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JMG Insurance Corp P.O. Box 700 Norwalk CT 06852	CONTACT NAME: Susan Cagen PHONE (A/C. No. Ext): 203-838-5554 E-MAIL ADDRESS: scagen@jmg.com		FAX (A/C. No): 203-857-7848	
	INSURER(S) AFFORDING COVERAGE			
INSURED Isla Surf School Inc 1144 Landsdowne Drive Charleston SC 29412	ISLASUR-06	INSURER A :	Vantapro Specialty Insurance Company	NAIC # 44768
		INSURER B :	United States Fire Insurance Company	21113
		INSURER C :		
		INSURER D :		
		INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 206791184

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5077-1367-01	8/18/2023	8/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical	Y		US1516594-02	8/18/2023	8/18/2024	Max Medical 25,000 Acc Death/Dismember 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured only with respect to the acts of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

CERTIFICATE HOLDER**CANCELLATION**

City of Isle of Palms
 1207 Palm Blvd
 Isle of Palms, SC 29451

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John O. Forlino

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To whom it may concern,

Currently, my lifeguard certification is out of date. Our entire staff is being recertified on March 2nd for the start of our season. I spoke with someone on the phone at the Isle of Palms office who recommend I provide an explanation and then provide our updated certificates once we receive them. I did not want to miss the deadline for the business license renewal so I figured this was the best option.

Please feel free to contact me with any questions or concerns at shane@islasurfschool-charleston.com or (843) 813-7897.



BOARD OF ZONING APPEALS
4:00pm, Tuesday, March 4, 2025
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

Present: Glenn Thornburg, Ellen Gower, Susie Wheeler, Ted McKnight, and Zoning Director Simms

2. Approval of Previous Meeting's Minutes

MOTION: Ms. Wheeler made a motion to approve the minutes of the February 4, 2025 meeting, and Ms. Gower seconded the motion. The minutes passed unanimously.

Mr. McKnight asked if the Board had an issue with reordering the agenda so that 1202 Palm Boulevard could be discussed last. There were no objections.

3. Swearing in of applicants

Mr. Thornburg swore in the applicants and other members of the public.

4. Special Exceptions

A. 54 Morgan's Cove Drive

Zoning Administrator Simms said the applicants are requesting a special exception to allow the establishment of a geriatric care management business at their home. They have indicated that the home will be used for office work only, that there will be no business-related traffic coming to the residence, there will be no evidence of a business outside the house, and that there will be no employees working in the residence other than family members that live in the home.

The applicants verified there will be no signage or outward indication of a business in the home.

MOTION: Mr. McKnight made a motion to approve the application. Ms. Wheeler seconded the motion. The motion passed unanimously.

B. 1 14th Avenue

Zoning Administrator Simms reminded the Board the applicant is requesting a special exception to allow the outdoor sales of food and drink in a proposed permanent structure at 1 14th Avenue. Charleston County Parks and Recreation Commission (CCPRC) has an existing Special Exception that allows the outdoor sale and rental of tangible goods that are sold from mobile carts in a specified 25' by 20' area on the site. CCPRC also has a Special Exception for a mobile food truck. This Special Exception request would consolidate and replace the mobile carts into

one proposed permanent structure. The proposed structure would be approximately 180' from the OCRM baseline.

Mr. Eric Stewart of CCPRC provided a list of items to be sold and a computer-generated rendering of the proposed building.

MOTION: Mr. McKnight made a motion to approve the application. Ms. Gower seconded the motion. The motion passed unanimously.

C. 1202 Palm Boulevard

Zoning Administrator Simms reminded the Board the applicant, Amine Houti, is requesting a special exception to allow the outdoor sales of food and drink in the front patio area of 1202 Palm Boulevard. The property is located in the GC-1 zoning district and Section 5-4-38(5)(b) of the City's zoning code specifies the conditions of when the Board can approve the sale of food or beverage in the district. The applicant claims that the standards for the special exception in Section 5-4- 5(c) are met.

Board members pointed out several measurement discrepancies in the provided drawing to the employee of Café Paname (Erin) who came to the meeting on behalf of the applicant. Mr. McKnight expressed concern that the planters have been moved to accommodate customers, and the Board was told that the planters would not be moved further into the parking lot. He visited the site prior to the meeting, and the measurements provided on the drawing do not match the reality of the space.

It was also noted that the width of the picnic tables in the drawing do not add up to the proper width of the proposed dining space.

Board members expressed concern that Mr. Houti himself was not there to answer questions.

Zoning Administrator Simms suggested that Mr. Houti could withdraw his application, have a landscape designer do a scale drawing and then amend the application for what he wants.

Board members suggested any application he files should include a scale drawing, the hours of operation, the number of people permitted in the area of service, an indicator marking off the non-permanent barrier closest to the building, and what he will do to increase safety in the area. Board members said Mr. Houti must be present to answer these questions at the next meeting.

MOTION: Ms. Wheeler made a motion to continue the application until the required documents are received. Ms. Gower seconded the motion. The motion passed unanimously.

5. Variances – 2 Sand Dollar Drive

Zoning Administrator Simms said the applicant has secured their own attorney to review City Code regarding this matter. They do not want the pool in the space suggested by Zoning Administrator Simms. The matter is deferred until April or later, depending on the request of the applicants.

6. **Adjournment**

Ms. Wheeler made a motion to adjourn, and Ms. Gower seconded the motion. The meeting was adjourned at 4:29pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



**Planning Commission Meeting
4:00pm, Wednesday, March 12, 2025
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Ron Denton, Sue Nagelski, Tim Ahmuty, Jeffrey Rubin, Rich Steinert

Absent: Sandy Stone, David Cohen

Staff present: Director Kerr, Zoning Administrator Simms

2. Approval of minutes

MOTION: Ms. Nagelski made a motion to approve the minutes of the February 12, 2025 meeting. Mr. Steinert seconded the motion. The motion passed unanimously.

3. New Business

Consider approving a new street name at Wild Dune back gate

Director Kerr said the road in question is currently referred to as “No Name Road,” but in reality, remains an unnamed road. Wild Dunes is requesting the road officially be named “Dave Drive.” He added the clear naming of roads becomes important when directing first responders.

MOTION: Ms. Nagelski made a motion to approve, and Mr. Steinert seconded the motion. The motion passed unanimously.

4. Old Business

Review of Comprehensive Plan, Sea Level Rise Adaptation Plan, and Community Enrichment Plan Task Force Recommendations

Director Kerr said the Planning Commission will have a joint meeting with the City Council at their workshop on Tuesday, April 8, 2025 to discuss the Comprehensive Plan. He suggested the Commissioners review the highlights of the changes and be prepared for questions and conversation about the plan.

He also shared that the Sea Level Rise Adaptation Plan was formally submitted to City Council at their workshop on March 11 and is now part of the City’s planning documents. Some of the suggested zoning policy changes will likely come before the Commission in the future.

Referencing the spreadsheet in the meeting packet, Director Kerr said the goal is to consolidate the recommendations from all plans where similar, identify easily actionable items vs. longer-term recommendations, note those in need of funding, and then divide them among the appropriate committees, boards or commissions for prioritization. Ms. Nagelski suggested noting where these recommendations relate to the Comprehensive Plan.

Ms. Nagelski, Mr. Ahmuty, and Mr. Denton will work together identifying redundancies and grouping the recommendations accordingly. Director Kerr would like to see the recommendations across all plans narrowed down to approximately 100 so that they can be evenly assigned to the appropriate group.

5. Miscellaneous

The next meeting of the Planning Commission will be Wednesday, April 9, 2025 at 4:00pm.

6. Adjournment

Dr. Rubin made a motion to adjourn, and Ms. Nagelski seconded the motion. The meeting was adjourned at approximately 4:31pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



ACCOMMODATIONS TAX ADVISORY COMMITTEE

9:00am, Wednesday, March 12, 2025

1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. **Call to order**

Present: Rebecca Kovalich, Park Williams, Barb Bergwerf, Rod Turnage

Absent: Mike Boykin, Chrissy Lorenz, Margaret Miller

Staff Present: Director Kerr, Director Hamilton

Mr. Turnage and Director Kerr introduced themselves to the members of the Committee.

2. **Election of Chair and Vice Chair**

Ms. Kovalich nominated Mr. Williams as Chair of the ATAX Committee. Ms. Bergwerf seconded the motion. There being no other nominations, a vote was taken with all in favor of Mr. Williams as Chair of the ATAX Committee.

Mr. Williams nominated Ms. Kovalich as Vice Chair of the ATAX Committee. Mr. Turnage seconded the motion. There being no other nominations, a vote was taken with all in favor of Ms. Kovalich as Vice Chair of the ATAX Committee.

3. **Approval of previous meeting's minutes – November 4, 2024**

Ms. Bergwerf made a motion to approve the minutes of the November 4, 2024 meeting, and Mr. Turnage seconded the motion. The motion passed unanimously.

4. **Presentation of ATAX applications**

A. **YWCA Greater Charleston MLK Event Application – LaVanda Brown**

Ms. Brown explained the event to be held at Wild Dunes is part of a 6-day celebration of Martin Luther King, Jr. She is requesting \$10,000 to “capture logistics” and photography. There were 117 attendees at event in January 2025, four of which stayed on the island. She shared that their sponsors invite people to the event and the remaining tickets are available to the public.

Ms. Brown said their marketing efforts for the event will start earlier this year. They will use social media and their sponsors to promote the event and staying on the island. Most attendees are from South Carolina.

B. IOP Chamber of Commerce – Zacharry Lary

Mr. Lary and Mr. Brian Hoffman detailed their successful marketing campaign using monies awarded to them by the ATAX Committee last year. Their total ad spend of \$10,676.55 over a three-month period generated \$1.6 million in revenue for IOP businesses and \$185, 734 in total tax revenue.

Mr. Lary shared their future objectives including scaling their marketing campaign, continuing current promotions, connecting with City government and island businesses, and using incoming data to continually adjust strategies to maximize their ad spend. They are requesting \$50,000 to engage a larger audience and position the Isle of Palms as a premier family vacation destination.

Mr. Lary said the Chamber’s marketing is island specific as opposed to the CVB who is focused on regional marketing.

Mr. Turnage asked if a portion of the \$50,000 request could be used to target people visiting in the off season. Mr. Hoffman explained how that is possible. Mr. Williams asked how granular the Chamber can get on the data as it relates to where visitors go on the island and what businesses they frequent. Mr. Hoffman said he could ask to view the Google analytics for local businesses to determine if clicks came from IOP Chamber marketing.

5. Financial Statements

Director Hamilton said the cash and investment balance of the ATAX funds has grown by \$364,000, which is 6.2% over the prior year. The fund balance has grown by \$644,000, which is an 11.8% increase from February 2024. Revenues to date are \$2,144,000, which is 57% of the FY25 budget.

Year-to-date expenses are \$930,000. The drone for the Police Department came in slightly over budget and will need approval.

The budgeted amount for the fire suppression boat has been moved to FY26. That money could be used for the boat or a high-water vehicle, depending on whether or not the City receives a grant for the boat. Some expenses related to the Waterway Boulevard improvements were spent in FY25 and the rest will be spent in FY26.

ATAX funds sent to the CVB are tracking 8% over prior year.

6. Old Business -- none

7. New Business

A. Consideration of FY26 Budget for State Accommodations Tax Funds

Director Kerr said that City Council will not see the budget until this afternoon, so the Committee has the opportunity to make changes and provide feedback. Director Hamilton said the FY26 budget is based on 98% of the revenues of the most recent 12 months, which includes the anticipated funds from AirBNB.

Mr. Williams asked if there was a risk of overbudgeting in light of downward trends. Director Hamilton said that while there was a drop in 2024, the City will be receiving regular revenues from AirBNB moving forward. Director Kerr added that the City has always budgeted conservatively and has been criticized for being too conservative. Adjustments to that rate can be made should the Committee and or City Council deem it necessary.

Director Hamilton said the planned expenses for FY26 remain the same. She reviewed the proposed capital items that will be paid for in part or full with ATAX funds.

Mr. Williams asked if there is a way to track costs attributed to tourists. Director Kerr responded, “We’ve always had estimates that the population swells to somewhere around between 15 and 20,000 in those really busy times. So we think that of our overall expense, probably a very high percentage could be contributed to the fact that we operate, and we, staff, based on the busy times of the year, we could certainly give the percentages and let you all kind of look and vet through whether or not you think it’s a justifiable number. But we have always, again, kind of felt like we are very conservative, and what we are paying for with that money based on the fact that we kind of have to build ourselves for a population that is three times the size of the permanent population.

A brief discussion ensued about increasing the amount of money available for grants.

MOTION: Ms. Bergwerf made a motion to request that City Council increase the available funds for grants from \$50,000 to \$75,000 in FY26. Mr. Turnage seconded the motion. The motion passed unanimously.

The Committee agreed to hear Mary Alice Monroe’s request in April.

Mr. Williams asked what the Police Department drone is used for. Director Kerr said he believed it is to surveil events on the front beach if needed. He will bring specific details to the Committee next month.

B. Presentation of the FY26 budget from the Charleston Visitor’s Bureau

Director Hamilton explained that she misunderstood correspondence from the CVB and will be presenting their FY26 budget at the April meeting. Laurie Smith and Chris Campbell of the CVB said they are seeking feedback from the ATAX Committee for their FY26 budget. Ms. Smith reviewed a few of the successful campaigns of FY25. Mr. Campbell added the structure of these campaigns will stay the same in FY26, and they will also be focusing on the offseason and group sales. Ms. Smith encouraged Committee members to talk offline with them about the Committee’s goals for the FY26 budget.

Both budgets will be considered at the next meeting.

8. Miscellaneous Business

The next meeting of the ATAX Committee will be Wednesday, April 9, 2025 at 10am. Mr. Williams would like a more regular meeting schedule during the year. The Committee agreed

that their regular meeting schedule should be the second Wednesday of the month at 10am, and they will decide on setting a date for a new meeting at the end of each meeting.

9. **Adjournment**

Ms. Bergwerf made a motion to adjourn, and Mr. Williams seconded the motion. The meeting was adjourned at 10:25am.

Respectfully submitted,

Nicole DeNeane
City Clerk



ENVIRONMENTAL ADVISORY COMMITTEE

4:00pm, Thursday, March 13, 2025

1207 Palm Boulevard, Isle of Palms, SC

and broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Laura Lovins, Mary Pringle, Eric Cicora, Cindy Marrs, Sean Popson, Todd Murphy

Absent: Dane Buckout, Lucia Spiotta, Council Member Miars

Staff Present: Director Kerr, Zoning Administrator Simms, Asst. Director Asero

2. Citizen's Comments

Blair Ammon spoke with concern about the presence of cyanobacteria in the water. She hopes to secure more recent water quality tests from the Charleston Water System and the IOP Water & Sewer Commission than what is currently available.

3. Approval of previous meeting's minutes

MOTION: Ms. Pringle made a motion to approve the minutes of the February 13, 2025 meeting, and Ms. Marrs seconded the motion. The motion passed unanimously.

4. Presentations – none

5. Old Business

A. Wildlife

Ms. Pringle said she recently worked at the native plant garden, noting that Purple Martins are moving into the gourds. Another cold-stunned turtle was found in Wild Dunes. Turtle nesting season begins on May 1. She said the QR code on the turtle signs at the beach access paths is no longer working and is working to get it fixed.

Ms. Lovins shared that she and Ms. Smith looked at possible spots for the signs at the public dock and have discussed content. They have spoken to sign companies and shared the idea with Kirby Marshall of ATM. A portion of the funding may come from the Marina and Islander 71. Any outstanding funds will be brought to City Council for their consideration. More details about the number of signs, costs, and content will be reported at the April meeting.

B. Litter

Mr. Murphy reported that a review of lighting ordinances from surrounding coastal municipalities show that IOP's ordinance needs to address other areas of the island and not just the front beach. The proposed ordinance offers some changes including shining light down and not shining light beyond the boundaries of your property. It is not as technical as the lighting ordinance from the City of Folly Beach, but more could be added later.

Discussion ensued about ways to communicate the specifics of the lighting ordinance to residents and visitors. Of concern was the use of flashlights on the beach at night. Mr. Cicora believes there would be a lot of pushback from people prohibited from using a flashlight on the beach, adding that most people on the beach from October through May are residents. Ms. Pringle added that she has seen families with flashlights hunting ghost crabs. Director Kerr shared that the City's intent with the lighting ordinance as it relates to turtle season was only meant for buildings.

Word changes were offered. Mr. Murphy will make revisions and send it back to out to the Committee. He shared that compliance in other communities is citizen enforced. Director Kerr will have the Police Department weigh in on its enforceability.

Asst. Director Asero said the RFP for the beach trashcan pickup is ready to go out in June or July. He has spoken with those who might be interested submitting a bid. He is waiting to hear from Wild Dunes about the placement of the corrals.

City staff is implementing roadside cleanups during summer and hopes to offset some of the expense with a Palmetto Pride grant.

C. Water Quality

Ms. Lovins reported that Ms. Ammon used AI to help interpret the water quality testing data from GEL. She reviewed those with higher than acceptable outcomes. Mr. Murphy said he would like to match the readings from the first water quality study against these current results. Zoning Administrator Simms stated he is meeting with the environmental specialist from Mt. Pleasant Waterworks next week to discuss the results. He has a map of outfalls he can send to the Committee so the data can be matched up.

Director Kerr added that it will be important drill down in the data to understand the origin of the higher nitrogen levels in three area.

Director Kerr said the Administration Committee interviewed two federal lobbyists and will make their recommendation to the City Council at the March 25 meeting.

D. Climate Action

Director Kerr said the Sea Level Rise Adaptation Plan was formally presented to City Council on March 11. Members of the Planning Commission and Zoning Administrator Simms will be working with that plan and the recommendations from the Community Enrichment Plan to

identify areas of overlap. He anticipates environmentally-related recommendations making their way to this committee in 2-3 months.

The USACE has begun placing sand at Breach Inlet. The City has received the State permit for the shoal management project.

6. New Business

A. Discussion of using tree fund money to treat trees on the island that need nutrients and trimming

Ms. Lovins said she noticed a live oak at the Recreation Center is not looking well. She would like to have an arborist identify those trees in public areas that are in need of care. Zoning Administrator Simms, who is an arborist, said the tree at the Recreation Center has been treated, and he will look at the others across the island.

Director Kerr believes the tree fund, which is used to pay for palm tree trimming, can also be used to treat trees in public areas as needed. He said that if the care that is needed is below a certain threshold, they can move forward without needing to present it to City Council.

B. Discussion of glyphosate pesticide ban

Asst. Director Asero said the City does not use glyphosate in its landscaping. Ms. Lovins will meet with the landscape contractor for the WDCA to see if they are using glyphosate in their work. Ms. Marrs said she would speak to the resort about how the golf courses are treated. Both Ms. Lovins and Ms. Marrs will report back their findings in April.

C. Discussion of Kiawah's Good Neighbor policy

Mr. Murphy referenced a brochure in the meeting packet that is distributed by Kiawah Island. He believes it is worthwhile to have such a brochure for the Isle of Palms that could be added to rental agencies' welcome packets, the City's website, and beach signage.

7. Miscellaneous Business

The next meeting of the Environmental Advisory Committee is scheduled for Thursday, April 10, 2025 at 4pm.

8. Adjournment

Mr. Murphy made a motion to adjourn, and Ms. Pringle seconded the motion. The meeting was adjourned at 5:34pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Fireworks Update - Feb 13, 2025 EAC Meeting

Presented by Susan Hill Smith, Isle of Palms Cleanup Crew Cofounder

Bottom Line on How We Can Reduce Environmental Impact

Other available alternatives to July 4th fireworks shows don't seem viable at this time:

- **Drone shows** - in windy coastal environments currently appear to pose a greater risk for injuries and cancellations than firework shows - see further details from Folly Beach on page 2. Plus, drone shows are currently more expensive than fireworks when looking at costs for shows of the same length.
- **Laser shows** - evidently require a backdrop for the display than the ocean & empty sky cannot easily provide.
- **No-debris fireworks** - are much more expensive and apparently don't have the same range for viewing. They are typically used when people need to be close to the show displays (cruises & stadium events). Even though they burn up more completely, no-debris fireworks involve more plastic materials than the fireworks shells used by the City of Isle of Palms' fireworks contractor, Munnerlyn Pyrotechnics, according owner Brent Munnerlyn.

But there appears to be an easy opportunity that could significantly reduce the plastic debris and some smoke caused by the show on Isle of Palms, starting this summer.

- In addition to fireworks shells, the IOP's July 4th show include "cake barrages" - rapid fire sequences of smaller fireworks typically seen at lower levels.
- Most of the plastic debris and lower-level smoke generated from the IOP show comes from including a lot of cake barrages, according to Munnerlyn, who says IOP's former fire chief liked and requested them.
- Cake barrages are fun but not essential to a good show, and it's not unusual for a coastal community to go without them. Munnerlyn told me he agrees with removing them for environmental reasons and as a result of our discussion plans to remove them from other coastal shows that his company does.
- Other than cake barrages, Munnerlyn says the fireworks shells that his company uses are almost all biodegradable, with the exception of the "quick match" - a roughly 2-foot-long fuse that ignites the shell. For safety reasons, he said, that needs to be plastic, but most of the quick match burns up, so it generates only a small amount of debris.

There are other concerns related to fireworks that this does not address:

- Impact of noise and light on wildlife & pets
- Residue of fireworks/explosives left in the air, ocean and beach
- Cost of show - \$40,000 + staff overtime

- Stretching staff on what is already the busiest beach day/week of the year
- Late-night traffic gridlock, event management & public safety issues

However, removing fireworks without some kind of replacement could be a difficult/ divisive conversation for the community and is at risk of being shot down by City Council.

The only other alternative that I can think of would be in staging a July 4th event - maybe at the Rec - geared toward residents. This could be during the daytime & tied to the longstanding golf cart parade - or a small-scale fireworks display at night with no-debris fireworks (if that's even possible in that space). But making either of those switches would come with challenges, planning demands, etc. and might not be embraced by the community.

Also, a likely valid line of thinking is that by providing a professional fireworks display, less people are likely to set off fireworks on their own, which is illegal on the island but happens anyway, impacting neighbors and creating safety issues.

Details from the Folly Beach drone show

- I spoke directly with Kelly Travers, Folly Association of Businesses (FAB) event coordinator & the point person for the attempted New Year's Eve drone show.
- With their Town Council approval, FAB organizes and pays for Folly's fireworks shows on July 4th & Dec. 31.
- On behalf of FAB, Travers researched alternatives to fireworks, including laser shows, which she ruled out because it lacks the needed backdrop for projection.
- She got quotes from three drone companies and chose the middle quote.
- She invested time in assisting the selected company on the 15 slide designs - most of which had local meaning, for example, Morris Island Lighthouse.
- They did a "beautiful" test run of the drone show on Dec. 30 with no concerns.
- The next day, however, high winds were forecasted. While the contractor was certified to do shows in winds up to 30mph and the CEO told Travers they should be safe, she expanded the area restricted from viewing out of an abundance of caution.
- While not the same company, the Folly event came on the heels of an Orlando, Florida incident earlier in the month in which a boy required heart surgery after a drone injured him during a holiday show.
- Early reports say the winds on the ground were 18mph, but Travers suspects the wind sheer at the top of the display was much stronger. She noticed that the top of the lighthouse display was missing and said a few of the drones did fall.
- The show stopped early on when one of the viewers reported being brushed by a drone and had scrapes on his cheek. The drones used by the company were a little larger than a hand.

- The FAA is still investigating. FAB has not received a refund for the show.
- As a result of Folly's experience, Travers would not currently advise paying for a drone show in a coastal environment that's susceptible to high winds. She also noted that it can be hard to get insurance for drone shows. FAB will likely discuss the issue at its March meeting.

Isle of Palms Cleanup Crew Annual Report



Looking back at 2024

IOP Cleanup Crew Snapshot

IOP Cleanup Crew uses volunteer power to keep the coast clean, protect natural ecosystems and public health, document litter data, and help solve the pollution crisis. Since 2018, thousands of volunteers have joined the crew to collect more than 225,000 litter items, while documenting the data in the [Litter Journal](#), established by South Carolina Aquarium, which also assists us at our events. **Note:** We plan to create an official board and become an 501c3 nonprofit by spring of 2025.

Our Welcome Committee

Cofounder/leader **Susan Hill Smith**, **Howard Hogue** (Beach Santa), **Rebecca Stephenson**, **Colleen Lehrke**, **Paula Richnafsky** (South Carolina Federal Credit Union community representative), **Linda Rowe** (conservation programs manager for South Carolina Aquarium), and **Beth Timon** (aquarium volunteer).

Event Schedule

We have established a year-long rhythm of regular litter sweeps. Frequency correlates to increased beach traffic and warmer weather, which influences the amount of litter.

- October through February – second Monday of the month, 4:30-5:30 pm
- March to end of May – spring litter sweep series every other Monday, with a 5:30 pm special welcome that's good for students and other new volunteers, with a litter sweep until 7 pm.
- Memorial Day week Wednesday to Labor Day – 2 litter sweeps a week: Mondays from 6-7 pm and our Wednesday Breakfast Club from 7-8 am
- In 2024, we partnered again with IOP Police on a July 5th morning litter sweep for three litter sweeps that holiday week.
- We occasionally support other groups, businesses and orgs with off-schedule litter sweeps.



Our Volunteers & Supporters

We involve volunteers from IOP & throughout the Lowcountry, as well as out-of-town visitors.

Our average attendance at our special spring series of sweeps was 90. That includes our April 22 Earth Day litter sweep, one of our highest ever attended events with 125+ volunteers, including City of IOP employees. In summer, our weekly Monday night litter sweeps have an average attendance of 37, and Wednesday morning Breakfast Club average was 12.

The City of Isle of Palms supports the “citizen scientists” of IOP Cleanup Crew by covering costs of T-shirts & magnets, which allow volunteers free City parking during events. Palmetto Pride and the aquarium have helped with supplies. IOP restaurants - Windjammer, Coconut Joe’s, Lawrence’s, Smugglers, The Boathouse, Acme, Sea Biscuit & Cafe Paname - offer discounts to volunteers after litter sweeps.

Special 2024 Litter Sweeps

- We held a “pop-up” Saturday litter sweep after mild impact from Hurricane Helene. With the OK of City staff, we intentionally targeted debris related to the severe erosion and destruction of docks, etc. at the southwest end of the island.
- In October 2024, we went on location for the first time to support Sullivan’s Island Elementary School’s PTA & Kaleidoscope with an after-school litter sweep with guests from North Charleston Elementary, which put together [this excellent video](#).



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UTILITIES

Energy bill stalemate may have repercussions

Could jeopardize other key SC legislation

BY TONY BORDOLINI
 — Once the committee has done its work, the bill will be sent to the House. The bill is expected to pass in the House, but it is unclear if it will pass in the Senate. The bill is expected to pass in the House, but it is unclear if it will pass in the Senate. The bill is expected to pass in the House, but it is unclear if it will pass in the Senate.



SC gas pipeline operator seeking big rate hike, critics say that could impact power bills

ENVIRONMENT

One in a million

'Spreading sunshine' while caring for his community, Beach Santa collects milestone piece of litter



Howard Hogue, 78, reaches for a plastic bag to drop into his red bucket as he walks up and down Ocean Boulevard and sweeps an inch of Beach Santa, who is known as "Beach Santa," to his 1 millionth piece of beach trash he started collecting his first day.

BY TONY BORDOLINI

It was a piece of a plastic bag that Howard Hogue, 78, found on the beach at Ocean Boulevard, in Charleston, S.C., on May 2, 2024. It was the 1 millionth piece of beach trash he has collected since he started his "Beach Santa" project in 2013. The project is a daily litter sweep that Hogue has become known for across the Lowcountry. The project is a daily litter sweep that Hogue has become known for across the Lowcountry. The project is a daily litter sweep that Hogue has become known for across the Lowcountry.



Howard Hogue, 78, reaches for a plastic bag to drop into his red bucket as he walks up and down Ocean Boulevard and sweeps an inch of Beach Santa, who is known as "Beach Santa," to his 1 millionth piece of beach trash he started collecting his first day.

HEALTH

OSHA: Worker deaths 'must end'

Doyers Shipyard's faces \$100K in fines

BY TONY BORDOLINI

OSHA says that the number of worker deaths in the United States is too high and that it must be reduced. OSHA says that the number of worker deaths in the United States is too high and that it must be reduced. OSHA says that the number of worker deaths in the United States is too high and that it must be reduced.

INSIDE

OPINION

An audit that showed inappropriate spending with government procurement cards for the Charleston County probate judge's office raises a good argument for the county to revoke more of the cards.



STATE Medical marijuana Man arrested in hit-and-run

Newsletters: Sign up for our newsletters to get the latest news and information. Sign up for our newsletters to get the latest news and information. Sign up for our newsletters to get the latest news and information.

Building up awareness through news coverage & social media

- We typically have at least 3-4 visits a year by TV news in addition to articles in the Moultrie News, Island Eye and now Island Vibe, but in 2024, saw a big bump in media attention.
- We worked with South Carolina Aquarium in April to stage a well publicized recognition event for Howard Hogue (Beach Santa) as he documented his millionth item in the Litter Journal. While he is a valuable member of the IOP Cleanup Crew Welcome Team, he does regular litter sweeps on IOP and across the Lowcountry on his own, and is far and away the biggest Litter Journal contributor.
- Howard received [1A centerpiece coverage in The Post and Courier](#) and added [kudos from the P&C's editorial board](#). All local TV news outlets have highlighted his achievements.
- A related [Post and Courier opinion column](#) by Cofounder Susan Hill Smith focused on the power of data collection.
- In spring, an interview by Live 5 TV anchor Raphael James with Susan highlighted styrofoam litter created by cheap boogie boards.

- We secured extra attention from local TV news outlets - [like this Channel 4 segment](#) - around the post-Fourth of July litter sweep that we typically do with Isle of Palms Police Department - helping to draw attention to the “dirtiest beach day of the year.”
- We are thankful to be featured on the City’s website and see our Facebook posts shared occasionally in the City’s social media.

Continuing efforts around cheap boogie boards



- In early 2024, Susan and IOP Environmental Advisory Board Chairwoman Sandy Brotherton successfully lobbied the IOP Harris Teeter to stop selling a common kind of cheap boogie boards that break apart easily with the potential to unleash hundreds to thousands of styrofoam beads into the environment.

- More recently, Susan has connected with the director of Isle of Palms County Park. She is talking to all the county beach parks about eliminating this class of boards from the options they sell to park-goers.
- We are targeting a distinguishable kind of board - fabric cover on top, plastic mesh on bottom - crumbly old-school styrofoam inside. All boogie boards contain some kind of foam, but these low-quality boards appear to pose the most threat.
- Susan plans to reach out directly to wholesale distributors of beachgear, starting with one in Myrtle Beach that supplies stores throughout the Southeast, to see if they will eliminate the cheap boards from their offerings.
- We will also try to promote opportunities on IOP to rent boogie boards that are built to last.

Analysis of 2024 IOP Litter Data

Isle of Palms Cleanup Crew uses the South Carolina Aquarium’s Litter Journal (an online platform available to the public) to itemize and document the litter we collect, as do other individuals and groups. A large percentage of our data – and the Litter Journal data for IOP – comes from the Front Beach area, which along with the adjacent area for Charleston County Park attracts the most IOP visitors.

Litter Journal Totals & Trends for IOP

Smoking litter continues to decrease on streetscape

- The percentage of recorded beach litter tied to smoking declined from 34% in IOP Cleanup Crew’s first year (2018) to 21% in 2021 & 2022. This correlates with increased conversation/awareness around cigarette litter and IOP enacting a ban on smoking at the



beach at the start of 2020.

- From 2022 to 2023, the percentage of litter tied to smoking dropped again on the beach (21 to 16%) and on the streetscape, including parking lots (44 to 39%). This correlates

with the City installing more cigarette receptacles, including Surfrider’s eye-catching “Save Your Butt” canisters, with Environmental Advisory Committee support.

- During 2024, the City made more concerted efforts to empty canisters, and the percentage of litter tied to smoking on the streetscape, where smoking is still legal, dropped 5 points to 34%.
- While the percentage of beach litter tied to smoking stayed constant YOY at 16%, we anticipate a further drop in 2025 if IOP Beach Services Officers continue to issue warnings and tickets for smoking on the beach, as they began to do mid-summer 2024.
- Working more with Front Beach businesses to increase available receptacles on their properties and encourage proper litter disposal could help continue the downward trend on the streetscape. Sandy Brotherton worked on this previously for the EAC.
- Cigarette litter is still the #1 litter item documented for the streetscape. It dropped to #2 on the beach in 2023 and remained there for 2024.

IOP’s Litter Journal count dropped noticeably in 2024 with less “solo” sweeps by Beach Santa

For nearly a decade, Howard Hogue (Beach Santa) has devoted a significant amount of his time to independently collect litter on Isle of Palms for free, and in 2018, he began to document that with the Litter Journal. He continues this practice, but is steering more time to other parts of the Lowcountry, and early last year, he had a heart attack, which initially slowed him down.

While the total 2024 litter count for IOP in the Litter Journal showed a YOY drop of 7,826 items, an 11% dip, Howard’s IOP totals dropped by 9,566 as he did less than half the number of “solo” litter sweeps on IOP as he did the year before. The City of Isle of Palms should factor this into their efforts to increase paid litter collection in the Front Beach area.

A look at the relative volunteer level of effort

This snapshot looks at counts from volunteers in similar group efforts for comparison purposes and can indicate changes in the amount of litter over time. The 2022 to 2023 drop was likely influenced by the notable drops in the % of our litter count tied to smoking on both the beach and

the streetscape - declining smoking litter may mean declining litter overall, though there is little



change from 2023 to 2024.

- 2022: 60,487 debris items were removed by 1,382 group volunteers (43.7 debris/volunteer LOE)
- 2023: 48,786 debris items were removed by 1,339 group volunteers (36.4 debris/volunteer LOE)
- 2024: 51,786 debris items were removed by 1,409 group volunteers (36.7 debris/volunteer LOE)

We can't track this but know many groups and individuals collect litter on their own without recording in the Litter Journal. With growing awareness and initiatives that include the Fill A Bag bucket tree at Front Beach, untracked efforts have likely increased and influence the litter amounts our volunteers encounter.

IOP Litter Data Totals

61,933 litter items documented for Isle of Palms (IOP), according to total Litter Journal data for 2024. That's down 7,826 from 69,759 litter items in 2023, likely due to the dip in litter sweeps by Beach Santa.

6,900 litter items (11% of total) removed by Howard Hogue (aka Beach Santa) in 23 "solo" sweeps (2 Beach sweeps, 21 Roadside sweeps). That's less than half his litter sweeps (52) and his litter count (16,446) in 2023.

51,786 litter items (84%) removed by IOP Cleanup Crew & friends, including 4 SC Aquarium-led sweeps. In total: 41 group sweeps (9 private groups, 4 off-season monthly sweeps, 6 Spring sweeps, 11 Monday Night Summer sweeps, and 11 Summer Breakfast Club sweeps). That reflects 1,409 recorded instances of volunteering, most for 30-60 minutes.

46,497 items (75%) involve some type of plastic. That includes cigarette butts, which have plastic threads. All other material types were found in much lower quantities (Paper - 12%, 7,202; Metals - 4%, 2,452; Glass - 1%, 655; Other items [clothes, wood & construction debris, fireworks, etc.] at 8%, 4,927).

41,512 litter items removed from beach habitat. Of these items, **16% (6,467)** were some form of smoking debris (cigarette filters, cigar tips, eCig parts).

20,421 litter items removed from roadside, parking lots, and developed areas of the island. Of these items, **34% (6,902)** were smoking debris.

Beach Top 15 Littered Items (87% of all beach litter)	
Plastic Food Wrappers + Film	7009
Cigarettes + Filters	6070
Paper + Cardboard	4535
Plastic Caps + Lids	3345
Other Plastic	2359
Plastic Fragments (rigid)	2218
Clothing, Shoes + Fabric	1805
Styrofoam (other)	1706
Plastic Straws	1526
Plastic Straw Wrappers	1381
Other Items (please list)	1056
Plastic Toys	955
Fireworks	839
Plastic Cups, Plates, etc.	718
Plastic Bottles	670

Streetscape Top 15 Littered Items (93% of streetscape litter)	
Cigarettes + Filters	6642
Paper + Cardboard	2639
Plastic Food Wrappers + Film	2173
Plastic Straws	1702
Plastic Caps + Lids	1031
Other Plastic	752
Other Metals	669
Plastic Cups, Plates, etc.	565
Plastic Fragments (rigid)	528
Clothing, Shoes + Fabric	388
Plastic Straw Wrappers	362
Glass Bottles + Fragments	356
Beverage Cans (aluminum)	349
Plastic Bottles	299
Other Medical Supplies	211

Litter Journal Report

Input data and photos: <https://www.anecdata.org/projects/view/122>

Name(s): _____ Number of Participants: _____
 Location: _____ Habitat: _____ Date: _____ Duration: _____

When possible, include descriptions/brands!

Plastics

Bags – Non-Retail: _____
 Bags – Retail: _____
 Bottles: _____
 Caps/Lids: _____
 Food Wrappers/Film: _____

 Fragments (rigid): _____
 Straws/Stirrers: _____
 Straw Wrappers: _____
 Styrofoam (food/drink): _____

 Styrofoam (other): _____

 Toys: _____
 Cups/Plates (etc): _____
 Utensils: _____
 Other Plastics (list): _____

Smoking-related Items

Cigarettes/Filters: _____

 Cigars/Tips: _____
 Electronic Cigarette Parts: _____
 Lighters: _____
 Tobacco Packaging: _____

Balloons: _____

Medical Supplies/Personal Hygiene

Band-Aids/Gauze: _____ Condoms: _____
 Diapers: _____ Masks: _____
 Other (list): _____

Metals

Beverage Cans (aluminum): _____

 Food Cans (tin/steel): _____
 Other Metals (list): _____

Miscellaneous Items

Batteries: _____
 Clothing/Shoes/Fabric: _____
 Fireworks: _____
 Paper/Cardboard: _____

 Rubber (hard/foam): _____
 Other Items (list): _____

Dumping of Large Items

Appliances (list): _____
 Full Trash Bags: _____ Car Parts: _____
 Tires/Tire Pcs: _____
 Building Materials: _____

Fishing Gear

Fishing Line/Nets: _____ Rope: _____
 Other (hooks, lures, etc.): _____

Glass

Bottles/Fragments: _____
 Other (list): _____

Special IOP Tally

Sandbags: _____ Plastic sandbag threads _____
 Boogie boards (note if broken): _____

ORDINANCE 2025-02

AN ORDINANCE TO AMEND TITLE 8, MOTOR VEHICLES AND TRAFFIC, CHAPTER 2, STOPPING STANDING, AND PARKING OF VEHICLES, ARTICLE C, BEACH PARKING, SECTION 8-2-44 OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.

WHEREAS, the Isle of Palms City Council has the authority to amend its Code of Ordinances when it deems it to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of parking.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, that Section 8-2-44 of the Isle of Palms Code of Ordinances are hereby amended as follows:

SECTION 1. That Section 8-2-44. "Permit; fees." be amended to state:

Sec. 8-2-44. Permits; fees.

No permit or parking fee shall be required to park in the designated beach parking zones. A fee shall be required to park in the Municipal Parking Lots located on Pavilion Drive and on-street on Ocean Boulevard between 10th and 14th Avenues as set by resolution approved by City Council.

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

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

SECTION 4. That this Ordinance take effect immediately upon approval by City Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE ISLE OF PALMS ON THE _____ DAY OF _____, 2025.

Phillip Pounds, Mayor

(Seal)

Attest: _____

Nicole DeNeane, City Clerk



Resolution No.: R-2025-04

A Resolution to Approve the Raising of Rates for the Municipal Parking Lots and On-Street Parking between 10th and 14th Avenue

WHEREAS, the City of Isle of Palms recognizes the need to manage parking effectively to accommodate residents, visitors, and businesses; and

WHEREAS, the current rates for municipal parking lots and on-street parking have not been adjusted for some time, necessitating an update to ensure sustainability and efficient use of parking resources; and

WHEREAS, the proposed rate adjustments will help maintain the quality and availability of parking facilities while generating necessary funds for city services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Isle of Palms, South Carolina, that the following parking rates are approved for implementation starting March 1, 2025 during the paid parking season from March 1 through October 31, 8:00 a.m. to 8:00 p.m.

Section 1: The rates for the Municipal Parking Lots located on Pavilion Drive will be as follows :

- March and April: \$10 per vehicle.
- Memorial Day through Labor Day:
 - \$15 per vehicle Monday through Friday
 - \$25 per vehicle Saturday, Sunday, and Holidays
- September and October: \$10 per vehicle.

Section 2: The hourly rate for the on-street parking spaces will be \$3.

Section 3. A Seasonal Business Parking Permit will be available for employees of Front Beach businesses at a rate of \$60.

Section 4. A Weekly General Public Parking Permit will be available for weekly general public parking at the municipal parking lots at a rate of \$100 per vehicle.

BE IT FURTHER RESOLVED that the City Council directs the appropriate city staff to implement these changes and ensure that all stakeholders are informed of the new rates and permits effective immediately.

**PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF
PALMS, SOUTH CAROLINA ON THE _____ DAY OF _____ 2024.**

Phillip Pounds, Mayor

ATTEST:

Nicole DeNeane, City Clerk