



City Council

6:00 p.m., Tuesday, October 27, 2020

Council Chambers

1207 Palm Boulevard, Isle of Palms, South Carolina

Virtual Meeting Due to COVID-19 Pandemic:

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

Public Comment:

Citizens may provide public comment here:

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

Agenda

1. **Introduction of meeting** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
2. **Citizens' Comments** - Citizens may submit written comments here: <https://www.iop.net/public-comment-form> Comments received prior to the meeting will be entered into the record.
3. **Consent Agenda**
 - a. Approval of Previous Meetings' Minutes
 - i. Regular Meeting – September 22, 2020
 - ii. Special Meeting – October 2, 2020
 - iii. Special Meeting – October 9, 2020
 - b. Approval of an amount not to exceed \$23,000 for roof repairs to the Public Works workshop to address ceiling condensation issues
 - c. Approval of increasing provision for Builder's Risk insurance for the marina dock rehabilitation project by an amount not to exceed \$35,000
4. **Reports from Standing Committees**
 - a. **Ways and Means Committee**

Consideration of marina restaurant lease proposal from the IOP Families Investment Group
 - b. **Public Safety Committee**
 - i. Consideration of Mutual Aid Agreements with the City of North Charleston and Town of Summerville

- ii. Consideration of recommendation of Terry McKenzie for the Signal 30 award
 - c. **Public Works Committee**
Approval of Memorandum of Understanding (MOU) with Isle of Palms Water & Sewer Commission regarding the island's Sewer Master Plan
 - d. **Recreation Committee**
 - e. **Personnel Committee**
 - f. **Real Property Committee**
5. **Reports from City Officers, Boards and Commissions**
- a. **Accommodations Tax Advisory Committee** – no meeting
 - b. **Board of Zoning Appeals** – no meeting
 - c. **Planning Commission** – minutes attached
6. **Reports from Special or Joint Committees** – None
7. **Petitions Received, Referred or Disposed of** – None
8. **Bills Already in Possession of Council** – None
9. **Introduction of New Bills, Resolutions and Proclamations**
- a. Ordinance 2020-10 - An amendment to the City's Zoning Ordinance to allow sewer pump stations in the SR-1 single-residential district
 - b. Ordinance 2020-11 - Amendment to the Alarm Ordinance
10. **Miscellaneous Business**
- a. Next meeting date: 6:00 p. m., Tuesday, November 17, 2020.
 - b. Discussion of conducting economic analysis of taking ownership, control and maintenance of SCDOT roads.
11. **Executive Session** – If needed.
12. **Adjournment**



CITY COUNCIL MEETING
6:00pm, Tuesday, September 22, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

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

Absent: Council Member Buckhannon

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

2. Citizens' Comments – attached to these minutes

City Clerk DeNeane read submitted comments into the record. They appear in full alongside this meeting's agenda on the City's website.

3. Consent Agenda

MOTION: Council Member Streetman made a motion to approve the items on the Consent Agenda, and Council Member Moye seconded the motion. The motion passed unanimously.

A. Approval of Previous Meetings' Minutes

- i. Public Hearing – August 25, 2020
- ii. Regular Meeting – August 25, 2020
- iii. Special Meeting – September 15, 2020

B. Consideration of award of a contract to Nicholson Business Systems for the Records Management System in the amount of \$38,990 [FY21 Budget; Capital Projects Fund; Police Department; Capital Outlay, \$30,000, pg. 17, ln. 30]

C. Consideration of purchase of beach services 4WD pickup truck, State contract pricing in the amount of \$26,870 [FY21 Budget; Hospitality Tax Fund; Police Department; Capital Outlay, \$30,000, pg. 21, ln. 21]

4. Reports from Standing Committees

A. Ways and Means Committee

Council Member Pounds briefly reviewed the financial statements for August, noting that revenues are in line for this time in the budget year. The majority of spending has occurred

outside of the General Fund for expenses due to the Public Safety Building Rehabilitation project. Revenues are running about 6% ahead of last year, and expenditures are flat compared to last year. The City currently has about \$19M in cash deposits with \$7.5M of that restricted.

i. Discussion and consideration of 2020 reassessment and millage rollback

Council Member Pounds reviewed assessment rates in neighboring communities as compared to the Isle of Palms, noting the City assessment rate is the lowest. He also reviewed three options for reassessment and the financial effect of each option on homeowners, businesses, and the City's revenues.

MOTION: Council Member Pounds made a motion to choose Option A for the millage rollback. Council Member Bell seconded the motion.

Council Member Bell noted that the City is "making this choice absent information from the County" and how it will handle any change to millage.

VOTE: The motion passed unanimously.

ii. Consideration of award of a contract for Salmon's Dredging Corporation in the amount of \$4,304,008 for the marina dock rehabilitation project and bulkhead re-coating [FY21 Budget, Marina Fund, Debt Proceeds, \$3,209,000, pg. 29-30]

Council Member Pounds reviewed the bid from Salmon's Dredging and detailed the alternate items that will be included in the project and which ones will not. The City will continue to negotiate the price of the fuel hut. The budgeted amount for the project was \$3.2M, but with the add-ons and bulkhead recoating the project costs are \$4.3M.

Council Member Pounds also shared a comparison of estimated project costs from the 2017 referendum, which came to approximately \$5.5M and did not include the costs of bulkhead recoating. Lastly, he shared a comparison of the debt service estimate and the costs over 15 years.

MOTION: Council Member Pounds made a motion to accept and award a contract to Salmon's Dredging Corporation in the amount of \$4,304,008 for the Marina Dock Rehabilitation Project and bulkhead recoating. Council Member Bell seconded the motion.

Council Member Ward noted that the project is \$1.1M over budget. Mayor Carroll noted that the original budgeted amount did not include the bulkhead recoating, and it something that needs to be done to protect the long-term health of the marina. Council Member Bell said this is the second time we have had the bulkhead recoating bid out, and the thought that the City could save money by completing that project with the marina rehabilitation did not come to fruition. He also said that the City has a responsibility to tend to the bulkheads now.

VOTE: A vote was taken as follows:

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

The motion passed 7-1.

B. Public Safety Committee

Council Member Ward reviewed the minutes of the September 14, 2020 meeting.

MOTION: Council Member Ward made a motion to eliminate parking on the landside of Palm Boulevard between 22nd and 40th avenues due to public safety concerns. Council Member Pounds seconded the motion.

Chief Graham said, “I think no matter what we do it is going to be safer if we reduce the traffic on Palm. The fire trucks will get down to a call one way or another. However, people crossing the road has always been dangerous, and ever since we did the parallel parking, I feel that that has increased the congestion and more delays in the traffic. People trying to wait for a spot, so anything we can do to reduce it one way or another the fire trucks will get to the call.

Chief Cornett said, “I think any time we could say that people were not crossing the road it would obviously be safer. However, the statistics would show from us that we have not had incidents involving unsafe practices there. Basically there has not been a collision that I could find that has resulted from somebody crossing the road inappropriately or vehicles traveling inappropriately.” He added that it would be nice to have more room alongside the road for vehicles to pull over to allow for emergency vehicles to pass safely.

Council Member Streetman noted that unless the shoulders along certain parts of Palm Boulevard are repaired, it will be hard for people to pull over. He believed limiting parking on Palm Boulevard is the right thing to do while still providing parking to visitors.

Council Member Moye asked if there could be more incremental changes to the parking considerations to see what works. He wondered if making this change on Palm Boulevard would cause more traffic with people attempting to park in less available spots. Chief Graham replied, “The ocean side, it is the same as it always will be. The landward side, we have seen a difference with the less traffic backing up, looking for a spot. Prior to eliminating parking on that side of the road, I would drive down on the weekends coming back from the marina. If someone saw a family going towards their car, the traffic would come to a complete standstill and the person first in line would be, they had waited it out regardless of how long it took so they got still got that spot.” Council Member Moye noted that the residents will also be unable to park along the landward side of Palm Boulevard.

Council Member Smith said that while there have been no incidents to date, there are numerous ways in which the area has its own safety concerns. She suggested revisiting allowing for parking on the landward side of Palm Boulevard after the whole area has been improved.

When asked about the possibility of designated golf cart parking along Palm Boulevard, Administrator Fragoso said, “I talked to the traffic engineer at Stantec who has been working with the City for many, many years, and mainly the concern that was expressed to that idea is confusion. It would just be confusing, and it would require a lot of signage to properly designate those areas as just only golf cart parking. All of these potential changes or recommendations

from Council have to go through SCDOT. And we also have concerns about trying to argue that it would be safe for golf cart parkers to cross the road whether or not they use the crosswalks that are currently in place, but not safe for vehicles and to guests using vehicles to cross the roads. I think that that would be difficult to be able to argue and just the concern that it would be confusing as people are driving down the road not understanding why golf cart parking can be allowed in certain sections of Palm and not particular vehicles. So that is part of the reason why we are not recommending that change from the staff's perspective."

Mayor Carroll noted that residents can park properly permitted golf carts along the residential streets off Palm Boulevard. Administrator Fragoso added, "We have been seeing potential increased traffic in the residential neighborhoods, and we are seeing beach parking migrate from the middle section of Palm Boulevard, which has historically been the beach parking area moving towards the other end of Palm Boulevard, which before May this year, last year, we had not seen a whole lot of beach traffic. I just want to make sure that folks understand that eliminating parking on the landside of Palm due to very valid public safety reasons may continue to increase traffic on the other area of Palm and potentially increase traffic down on Palm Boulevard as people are looking for vehicles." She also shared that they are working with the Flowbird app to allow for the identification of open parking spaces on the island.

Mayor Carroll asked Council Member Pounds to report back to COG that the Beach Reach app needs an additional page on the app allowing for police departments to update parking availability.

Administrator Fragoso added, "This will have to be included in the encroachment permit to SCDOT and approved by SCDOT. We have been waiting on this action and clarification from Council so that we get it included in the same permit about paid parking."

VOTE: A vote was taken as follows:

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

The motion passed 7-1.

C. Public Works Committee

Council Member Pounds reviewed the minutes of the September 3, 2020 meeting.

D. Recreation Committee

Council Member Smith reviewed the minutes of the September 14, 2020 meeting. Mayor Carroll thanked the Recreation Center staff for their working starting and maintaining a presence on Facebook.

E. Personnel Committee

Council Member Moye reviewed the minutes of the September 15, 2020 meeting. Administrator Fragoso shared that 3-4 staff members use the employee benefit of 100% tuition reimbursement each year.

F. Real Property Committee

Council Member Popson reviewed the minutes of the September 9, 2020 meeting.

5. Reports from City Officers, Boards, and Commissions

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

6. Reports from Special or Joint Committees – none

7. Petitions Received, Referred or Disposed of – none

8. Bills already in Possession of Council

- A. **Amendment of Ordinance 2020-09 to increase the not-exceeding amount of the par amount of the general obligation bonds that may be issued from \$7,000,000 to \$8,000,000**

MOTION: Council Member Bell made a motion to increase the not-exceeding amount on of the par amount of the general obligation bonds from \$7,000,000 to \$8,000,000. Council Member Streetman seconded the motion.

Administrator Fragoso stated, “It is a GO bond. It is not a revenue bond. The debt issue for the marina is budgeted to be covered by tourism funds and rent revenue. The FY21 budget did include a slight millage increase to cover the debt service for the proposed Phase III Drainage.”

Regarding the drainage project, Administrator Fragoso added, “Right now, for the drainage project all we have is our estimates provided by our engineers. It is estimated at \$3.125M. Just like with the marina project, we estimated \$3.2M, and we saw bids come in higher than that. So I think by increasing the not-to-exceed amount to \$8M, it gives us some wiggle room to be somewhat flexible once those Phase III Drainage bids come back. We are in the process still of designing that project and going through the permitting that you all know takes time. So we do not have a concrete timeline yet on when we are going to be able to go to bid, but the original schedule has the City obtaining all permits by the end of this year, early next year. So we are hopeful that once permits are in place and we have all bid specifications we can prepare a bid package and go out for bid.”

Several Council members agreed that it is less disruptive to complete the bulkhead recoating project at the same time the marina is being rehabilitated.

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

- Ayes: Smith, Pounds, Streetman, Bell, Popson, Moye, Carroll
- Nays: Ward

The motion passed 7-1.

B. Ordinance 2020-09 -- (GO BOND for the Construction of Phase 3 and Marina Dock & Bulkhead Project) An Ordinance to Provide for the Issuance and Sale of Not Exceeding Seven Million Dollars Aggregate Principal Amount (\$8,000,000) of General Obligation Bonds of the City of Isle of Palms, South Carolina, to Provide for the Issuance and Sale of General Obligation Bond Anticipation Notes in Anticipation of the Issuance of Said Bonds; to Prescribe the Purposes to Which the Proceeds of Such Borrowing Shall be Applied, to Provide for the Payment Thereof; and Other Matters Relating Thereto.

MOTION: Council Member Bell made a motion to approve Ordinance 2020-09 as amended. Council Member Streetman seconded the motion. A vote was taken as follows:

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

The motion passed 7-1.

D. Ordinance 2020-12 – Emergency Ordinance Declaring State of Emergency, Requiring the Use of Face Coverings, Limiting Parking on the Island, Live Entertainment after 10:00pm, and Occupancy in Bars and Restaurants Fifth (50%) and Other Measures to Protect the Life and Safety of the Citizens of Isle of Palms

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

MOTION: Council Member Ward made a motion to amend to allow for the time live entertainment to extend to 11:00pm as per State law. Council Member Popson seconded the motion. The motion passed unanimously.

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

Council members clarified that the grace period for the plastics ban is not being extended. Businesses experiencing hardships in reference to this ordinance can apply to the City for an exemption.

9. Introduction of New Bills, Resolutions, and Proclamations

Consideration of Reimbursement Resolution to Express the Intention of the City to Cause the City to be Reimbursed with the Proceeds of Tax-Exempt Obligations and Other Matters Related Thereto.

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

Mayor Carroll explained, “We are going for an \$8M bond issue, but we have got some projects they are going to be working in advance, and they are going to need some money. So, this is something to give them permission to give money in advance of the money we are receiving.”

VOTE: The motion passed unanimously.

10. **Miscellaneous Business**

A. **Discussion and consideration regarding future use of the watersports dock at the IOP Marina to be used as a commercial dock and 10 parking spaces or as a public dock with greenspace and residential parking spaces.**

Mayor Carroll said, “In April of last year, City Council voted to not automatically renew two existing leases at the Marina, the Tidal Wave Water Sports and Morgan Creek Grill, that were expiring this year. Council is in the process of determining the best use for that area, whether to continue to lease for a commercial operation or turn it into a public dock with greenspace with free resident parking spaces. If Council decides that it wants that dock and parking places to be leased for a private commercial operation, then the City would have to pursue the same competitive bid Request for Proposal that we did for the restaurant site. The City of Isle of Palms has a very valuable asset – the City-owned Marina – and the Council intends to maximize its potential for the benefit of all members of our community. This is a unique opportunity for the City to do something special at the Marina, which will stand as this council’s legacy for years to come.

MOTION: Council Member Moye made a motion to use the space as a public green space, parking, and dock. Council Member Streetman seconded the motion.

Council Member Popson said, “I am unfortunately going to repeat myself. While I support a residents’ dock, I just do not think this dock is the best solution. We are in a non-harvest DHEC area, so you cannot fish. You are right. You have got the 41 outfall right there, so who is going to want to swim, and plus with all the boat traffic going by. Again, with the paddleboards and the kayaks with all the boat traffic going by, is it really a safe place to put these things in the water right there? And then just keep in mind off season the no-wake buoys are pulled up, so now everybody is coming through there full speed. So I just don’t know that this is the safest place. So we are talking about taking an income-producing dock and turning it into a cost-producing dock with the added liability. I would just like to ask other Council members to consider is there a way of finding another location for this possible public dock including trying to work out an exchange deal with the Exchange Club. Hamlin Creek would be so much safer, and lastly, I am sure we can find a way to find a safe location for the residents’ dock while trying to help a long-time business who has served our island residents well, or at least extend the lifeline of an RFP process.”

Council Member Moye said, “I will probably echo a few of my comments from last week as well, but the marina is a special place for the island, it is one of the few assets that we own, and it is the only access point that we, as City-owned, to the water. This is a small parcel of land that is frankly the only parcel that we will have control of until 2045, and if we want our residents to have a place where they can go to the marina without having to buy something, this is the only place that we can do that. For me, my position, I have been pretty clear about why I believe this is the case, and the conversations I have had with residents, and I believe in my heart of hearts that creating a public green space at the Marina is the best thing we can do as a City. And so, that is why I am supporting it. And I believe that the Mayor said it right. That this is a legacy that

future generations will look back on and greatly appreciate the decision that we made tonight if we do choose to support this to put in a public green space for our kids and grandkids to enjoy.”

Council Member Streetman said, “I have lived here since 1984, and I was here when we had the marina issue come up in 1998 and 1999, and I ended up voting for the City to purchase the property, and I did it basically sort of not in favor of City government getting involved in private industry, but I did not like the idea of seeing it so privatized down there and having a lot of condos that we had no access at all. I know we have the dock down there, but to Councilman Moyer’s comment, we have not had any real public access down there, and this is our opportunity now that this lease that has been decided to not be renewed over a year ago. It is not going to be extended. It is an opportunity to take that part of the space right there and to put some public green space in there.” He added, “I just do not think that we have the space there to do both. I think it has to be one or the other to live up to what I consider my campaign commitment which was to provide some public space or see that we had public space for the citizens that voted for me.”

Council Member Smith said, “We have had a lot of conversation about this in the community, but we actually have not fully discussed this issue I don’t believe by Council in terms of seriously talking about what is possible to use that dock for. There have been concerns brought up but not discussed as Council Member Popson suggested that. Members of the community have come to us and suggested this would be a good place for a launch for kayaking and paddle sports. I am not clear on that though. I feel like we are taking a vote prematurely before we fully have a discussion about what is really possible there, about concerns, about potential liability of using that as a kayak, paddle sport launch. Although I fully embrace the idea of promoting those activities, again, I do not know that this is the right sport for it. Our Rec Center Director, who has experience with water sports safety has brought up concerns. I just feel like it is premature to lock in without, while clearly the direction of this Council is to look seriously at how we can use it for green space, I would much prefer that we put this in the form of an exploration of these important topics.”

MOTION: Council Member Smith made a motion to amend the original motion to “explore the use of the space as a public green space, park and dock.” There being no second, the motion failed.

Mayor Carroll pointed out that the dock is currently being used as a space from which to launch kayaks and paddleboards.

Administrator Fragoso stated, “I wanted to address the questions about liability. We had that question as well that was vetted back in 2017 when the City presented the referendum plan which all of the iterations included a public dock in that space. We have since then reached out to our insurance company and confirmed through the Municipal Association of South Carolina, and they have confirmed that the City’s liability insurance would cover the use of that dock with our current coverage.”

Council Member Ward asked, “So if this motion goes to the green space tonight, and Tidal Wave’s lease is up September 30th, does the City move in October 1st, and what do we do about

security? Do we put up a gate? Will there be a lock on it? Will there be somebody there to monitor the activities on the dock? Will there be lighting at night? Will the facility be secured at night from people that might be up to no good? And if that is so, when is all this going to take place?"

MOTION: Council Member Pounds called the question. Council Member Bell seconded the motion. A vote was taken as follows:

Ayes: Streetman, Moye, Smith, Pounds, Carroll

Nays: Popson, Ward

The motion passed 5-2.

VOTE: A vote on the original motion was taken as follows:

Ayes: Streetman, Moye, Smith, Pounds, Carroll

Nays: Popson, Ward

The motion passed 5-2.

B. The next meeting of the City Council will be Tuesday, October 27, 2020 at 6:00pm.

11. **Adjournment**

Council Member Ward made a motion to adjourn, and Council Member Moye seconded the motion. The meeting was adjourned at 8:17pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



SPECIAL CITY COUNCIL MEETING
4:00pm, Friday, October 2, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. **Call to order**

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

Absent: Council members Popson and Moye

Staff Present: Administrator Fragoso, Asst, Administrator Hanna, Attorney Copeland, Chief Cornett

Also present: Brent Halversen, Jim Hinchey

2. **Purpose** – Discussion and consideration of legal options for holdover tenant at Isle of Palms Marina

Mayor Carroll said, “There has been a lot of misinformation on social media these past few months related to the City and Tidalwave. Before we discuss and take action on the issue on the agenda, I want to set the record straight with a brief timeline for the public’s benefit. I will also add this to the minutes, so anyone can read it.

- The lease with Tidalwave requires that the City give its tenant a year’s notice of non-renewal from September 30, 2020.
- On **April 12, 2019**, Tidalwave submitted by email to all members of Council a request to negotiate new lease terms. No member of Council opted to add this to an agenda for consideration.
- The first time members of this Council publicly talked about and voted on the Tidalwave lease was on **April of 2019** at a Real Property Committee meeting. It was during this meeting that the committee voted unanimously to recommend that Council notify Tidalwave that the City had NO intention to renew the lease terms or exercise its lease renewal option.
- Council met that same month on **April 23, 2019**, and voted 5-4 to notify Tidalwave Watersports that the City will not renew the lease or exercise the renewal option of the existing lease.
- The formal written notice was mailed to Tidalwave on July 5, 2019 by certified mail. The lease requires that.

- Our City Administrator restated the information I just shared with you, again, during the City Council meeting on **July 23, 2019**. During that same meeting, Mr. Fiem spoke during public comments and acknowledged receipt of the non-renewal notice.
- The City confirmed the information I just shared with you to the press through a formal statement in January of 2020.
- On **August 20, 2020**, legal counsel for Tidalwave sent a letter to the City, acknowledging receipt of non-renewal from the City in July of 2019, and requesting that Council consider a new or renegotiated lease. No member of this Council opted to put this on an agenda for consideration.
- On **September 22, 2020**, this Council voted to transform this area of the marina into a green space and public park for the island's residents and guests.

The City is and was not obligated to renew, renegotiate or obtain a new lease. This was a contract, agreed by all parties, and this contract had a non-renewal provision that City Council exercised. City Council sets policy based on what they believe is in their communities' best interest. Each council member has their own reason for voting. Council votes on the policy, and staff, is responsible for putting it in action.

This Council has remained transparent in its intent to not renew the current lease with this tenant. Despite the City's clear directive, we now have a tenant who is refusing to vacate the premises and now exposes itself and the City to liability. This vote today is about procedure; it is about how best to protect the City from risk. Staff needs a direction. We have followed the letter of this lease and provided ample notice to vacate. This tenant has had at least 17 months to plan.”

3. Executive Session

MOTION: Council Member Bell made a motion to enter into Executive Session in accordance with South Carolina Code §30-4-70(a)(2) to receive legal advice concerning holdover tenant at the Isle of Palms Marina. Council Member Pounds seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 4:07pm.

City Council returned from Executive Session at approximately 4:50pm.

MOTION: Council Member Streetman made a motion to authorize the City Administrator and legal counsel to initiate eviction proceedings over the holdover tenant at the Isle of Palm Marina. Council Member Pounds seconded the motion. The motion passed unanimously.

4. Adjournment

Council Member Buckhannon made a motion to adjourn and Council Member Pounds seconded the motion. The meeting was adjourned at 4:51pm.

Respectfully submitted,

Special City Council Meeting, 9/15/2020

Nicole DeNeane
City Clerk



SPECIAL CITY COUNCIL MEETING
3:00pm, Friday, October 9, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. **Call to order**

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

Absent: Mayor Carroll

Staff Present: Administrator Fragoso, Asst, Administrator Hanna, Attorney Copeland, Treasurer Suggs

Also present: John Chalfie

2. **Purpose** – Discussion and consideration of marina restaurant lease

3. **Executive Session**

MOTION: Council Member Streetman made a motion to move into Executive Session in accordance with §30-4-70(a)(2) for negotiations incident to proposed contractual arrangements related to the marina restaurant lease. Council Member Bell seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at approximately 3:03pm.

City Council returned from Executive Session at approximately 3:33pm. Mayor Pro Tem Ward reported that no decisions were made.

4. **Adjournment**

Council Member Buckhannon made a motion to adjourn and Council Member Moye seconded the motion. The meeting was adjourned at 3:34pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Salmons Dredging Corporation
P.O. Box 42, Charleston, SC 29402
Tel: 843-722-2921
Fax: 843-723-4630
salmonsdredging.com

October 19, 2020

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

Re: Isle of Palms Marina Dock Rehabilitation & Bulkhead Maintenance
Builder's Risk Insurance – Change Order Request

Ms. Desiree Fragoso:

Salmons Dredging Corporation is pleased to provide you a quote to include Builder's Risk Insurance for the referenced project. Note it is a maximum 6-month policy term with pricing based on all work falling outside of 2020 and 2021 storm seasons. I'd recommend binding coverage now but with actual coverage effective dates of December 1, 2020 to June 1, 2021 in order to have all covered work start and complete outside of storm season. The details of the cost are as follows:

- Policy Fees: \$42,930
- Additional fees for the City of Isle of Palms Business License: \$235
- Additional Payment & Performance Bond Fees: \$500
- Overhead & Profit: \$6,550
- Total: \$50,215

Notes:

1. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract, except for Builder's Risk insurance, shall remain the sole and exclusive responsibility of the named insured CONTRACTOR "Salmons Dredging Corporation". Payment of any deductible or self-insured retention for Builder's Risk insurance related to this contract shall be the sole and exclusive responsibility of PROJECT OWNER "The City of Isle of Palms".

Please let me know if you have any questions or concerns. We look forward to working with you on this project.

Very truly yours,

Keith Simmons
Operations Manager



Markel Marine



To: Barrett Sellars

Company: AmWINS Brokerage of the Carolinas

Subject: Salmons Dredging Corporation

Submission No: 3389476

Quote No: 1

Pages: 3

QUOTE CONFIRMATION

(Coverages quoted herein do not necessarily reflect coverages requested in application)

Please find our quotation on the risk submitted. The basis of our quotation was the underwriting information presented to us in applications and/or other correspondence submitted. We rely on this information under the Doctrine of Utmost Good Faith.

Our quotation may differ from the terms requested in the submission. Please review our quotation carefully.

Please note that coverage cannot be bound without the written authorization of an employee of Ocean Marine Department. We reserve the right to refuse a request to bind due to current or future weather conditions, change in acceptable underwriting criteria, or material change of risk since the time our quotation was issued.

We operate through appointed wholesale agents. The applications and underwriting information presented originated from a retail insurance agent. This retail agent is not an agent of, nor has any authority for this Company.

Our policy, if bound, will not violate any United States economic or trade sanctions administered by the United States Treasury Department Office of Foreign Asset Control ("OFAC").

Thank you.

PREMIUM SUMMARY:

Dock Installation Floater Premium:	\$	40,000
Total Premium without TRIA:	\$	40,000
TRIA Coverage Premium (optional):	\$	2,000 additional

Insuring Company – Evanston Insurance Company

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

South Carolina Premium:	\$40,000 x tria
Fees:	\$500 srv
Surplus Lines Tax:	\$2,430
Medical Malpractice Assessment:	
TOTAL:	\$42,930



DOCK INSTALLATION FLOATER

PREMIUM: \$40,000

COVERAGE FORM: Installation Floater – IM-IF

LIMITS:

Job Site Coverage: \$3,700,000
 Transit Coverage \$250,000
 Storage Coverage: \$250,000
 Aggregate Limit: \$3,700,000

RATE: Flat

DEDUCTIBLE: \$50,000

DEDUCTIBLE EXCEPTION: \$200,000
 Wind/Hail/Flood/Named Storm

FORMS & ENDORSEMENTS: 011-1091 (1/06), IM-IF (8/07), MEIL 1211 (06/10) - 100% minimum earned, 011-1097 (1/02), MIL 1214 09 17, MPIL 1083 04 15, MEOM 2303 01 15, MPIL 1007 03 14, MJIL EVANSTON 1000 08 10, IL 00 17 11 98, MEIL 1200 01 10, OM-GE (2/97), TRIA Form MEOM 2202 01 15 (only if TRIA is accepted)

- OM-GE – It is hereby understood and agreed that Perils Excluded V. K., Water Damage, is deleted from form IM-IF.

COMMENTS:

- This quote is fully earned for approximately 6 months of coverage from November 2020 through April 2021, firm dates to be advised prior to binding. Any coverage beyond this would be subject to the current underwriting guidelines and pricing by the Company. Extensions are not guaranteed.

SUBJECT TO:

- Insured's resume and prior loss experience – prior to binding, subject to approval.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Date:
 Policyholder/Applicant Name:
 Submission Number:
 Policy Number (if available):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$2,000.00</u> .
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date



**Ways & Means Committee Meeting
6:00pm, Tuesday, October 20, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

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

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Treasurer Suggs, City Attorneys Copeland and Hinchey, various City Department heads

Also present: Kirby Marshall, ATM

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

Council Member Moye made a motion to approve the minutes and Streetman seconded the motion. The motion passed unanimously.

3. Citizen's Comments

City Clerk DeNeane read one comment into the record from Wendy Roper, 512 Palm Boulevard, asking that the Committee consider renegotiating the lease with Tidal Wave Sports.

4. Financial Statements – Treasurer Suggs

Treasurer Suggs reviewed the financial reports with Committee members. Noting the end of the first quarter to FY21, Treasurer Suggs reported that City's \$355,000 revenue deficit from FY20 is due to the lack of received tourism revenues from Charleston County. The City is in sound financial shape despite the impacts on tourism revenues.

Expenditures are \$1M over what they were last year, and those expenses are mostly related to the Public Safety Building Rehabilitation project. That project remains under budget and ahead of schedule.

Revenues from Municipal Accommodations Taxes are ahead of budget but only \$32,000 less than at this same time in FY20. The State ATAX payment has not yet been received. Hospitality taxes are done, impacted by the shutdown of Wild Dunes during the summer. Local Option Sales Tax is behind FY20 but ahead of budget.

The \$700,000 contingency for the Public Safety Building remains untouched to this point, and there is \$290,000 remaining in the contingency managed by the City. All that money will be returned to the City upon the project's completion.

There were no expenses for the \$4.5M Marina Dock Rehabilitation Project in September. Administrator Fragoso reported there was a pre-construction meeting earlier in the day. Work on the bulkhead cleaning is set to start November 1. The first shipment of materials for the floating dock is expected in January. She reviewed the upcoming phases of work for the project with Committee members.

No Request for Bids have been issued for the Phase III Drainage Project. The only expenses for this project in September were design related. Administrator Fragoso said that Thomas & Hutton continues to work on permitting and easement issues with regards to this project, and the design work is 80% complete.

5. **Old Business**

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

Administrator Fragoso reviewed the events of Marina Restaurant Lease Timeline beginning in September 2018 through the present. The final version of the contract has been submitted and will be sent to City Council for ratification.

Council Member Pounds highlighted some specifics of the lease agreements with the IOP Families. More specific financial details will be shared at next week's City Council meeting. Council Member Bell noted the "complex and long journey" it took to get to this point in the development of the property. Mayor Carroll encouraged everyone to visit the City's website to review all the project timelines in detail.

6. **New Business**

A. Discussion and consideration of roof repairs to the Public Works workshop to address ceiling condensation issues in an amount not to exceed \$23,000

Administrator Fragoso said this request, approved by the Public Works Committee, will address condensation issues in the ceiling that were not discovered until after the completion of last year's work done to the Public Works workshop. Trident Construction was asked to offer a bid on the project as they are already onsite working on the Public Safety Building. She believes their quote is indicative of them not having to mobilize since they are already on the island. She also indicated they are having trouble securing another quote as required by the City's procurement code.

Asst. Director Asero detailed the scope of work needing to be done for Committee members.

MOTION: Council Member Pounds made a motion to address the ceiling condensation issues in the Public Works workshop in an amount not to exceed \$23,000. Council Member Streetman seconded the motion.

Administrator Fragoso noted this is an unbudgeted expense. She said there is approximately \$13,000 in the Public Works building contingency fund. She would like to use some of the monies in the remaining Public Safety contingency to make up the difference. Mayor Carroll noted the importance of having a third party to oversee projects such as these.

VOTE: The motion passed unanimously.

B. Consideration of increasing the approved provision for Builder's Risk insurance for the marina dock rehabilitation project by an amount not to exceed \$35,000

Administrator Fragoso reported that the insurance company supporting Salmon's Dredging had originally quoted \$15,000 as the cost for the Builder's Risk Insurance as approved by City Council. However, since the awarding of the contract, that company has declined to offer the insurance to Salmon's Dredging. She said they have reached out to several companies and not many are willing to insure coastline projects. She shared the best available premium quote they have received to date is \$50,215. The City plans to submit one more quote and application.

Administrator Fragoso shared that ATM reports they have done projects without the builder's risk insurance, but she does not recommend that course of action. She said this insurance covers the project materials and equipment during construction.

MOTION: Council Member Bell made a motion to increase the approved provision for the Builder's Risk Insurance for the Marina Dock Rehabilitation Project by an amount not to exceed \$35,000. Council Member Smith seconded the motion. The motion passed unanimously.

7. Miscellaneous Business

The next meeting of the Ways & Means Committee will be Tuesday, November 17, 2020 at 6:00pm.

Committee members thanked Attorney Copeland for her work for the City of Isle of Palms.

8. Adjournment

Mayor Carroll made a motion to adjourn and Council Member Pounds seconded the motion. The meeting was adjourned at 6:51pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Public Safety Committee
9:00am, Monday, October 5, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Buckhannon, Ward, and Pounds

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Chief Cornett, Chief Graham

2. Approval of previous meeting's minutes – September 14, 2020

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

3. Citizens' Comments

The City Clerk read into the record comments submitted to the Public Safety Committee. They can be found on the City's website alongside the agenda for this meeting.

4. Old Business

A. Update on Public Safety Building Rehabilitation Project

Administrator Fragoso said the project is still ahead of schedule and under budget. She is pleased with the progress and appreciative to the Insight Group for their work as the City's representative. Staff is working on their relocation plans now with minor, punch-list type items being finished simultaneously. Administrator Fragoso and Council Member Buckhannon encouraged the public to review project timelines as found on the City's website.

B. Discussion and update on implementation of paid parking plan on the existing public beach parking zones

Administrator Fragoso clarified that SCDOT would not support the decision made by City Council at their September meeting to permanently eliminate parking along the landside of Palm Boulevard. Those parking restrictions remain in place at the moment under the Emergency Ordinance. She added, "We are excited and eager to work with them [SCDOT] to ensure and enhance pedestrian-vehicle safety in that area because we all know that is sort of an accident waiting to happen due to the volume of cars and volume of pedestrians that are crossing the road to go to the beach."

She asked Committee members for further direction with regards to implementing paid parking “in light of SCDOT’s higher level of scrutiny over the City’s parking plan and parking regulations due to the public outcry that we have seen all summer and also the pending litigation that the City has with the Charleston Area Public Beaches Group.” She noted there are budgeted expenses involved in the implementation of paid parking and does not want to make those purchases in the event the City does not prevail in litigation.

Committee members felt it was important to continue moving forward with the implementation process but hold off on purchasing any equipment or signage until the litigation has been settled.

Administrator Fragoso pointed out “the encroachment permit still needs to be completed and submitted to SCDOT. You all know that we are working with Stantec and updating the sign plan to include the changes that have been discussed, and that work is ongoing. We have already engaged Stantec for that work and we will continue to move forward.” She added that delays in purchasing needed equipment could delay the planned spring implementation deadline.

C. Discussion of improvements to the ocean side of Palm Boulevard between 21st and 41st avenues

Council Member Buckhannon noted the problem areas on the shoulders of 35th-41st avenues. Administrator Fragoso said that the Public Works department will be doing some of the work to repair the shoulder. They have been in contact with a vendor to help with the grading in that area.

She added, “I think that this will also be part of the conversations that the City will include with SCDOT for them to understand that the paid parking program is not only meant to cover the cost of the City providing public access to the beach but also improving the right-of-ways and improving the road.” She suggested the Committee may want to consider budgeting some funds in FY22 for conceptual designs of “what those improvements would look like and also do some surveying because conceptually everything is possible, but we have some significant hurdles to get through when it comes to Palm Boulevard, mainly utility work, some drainage, and also some encroachments in the right-of-way.”

D. Update on pedestrian crosswalks and intersection safety

Administrator Fragoso reported that she and Chief Cornett have been speaking with SCDOT about the best way to make the crosswalks more visible. They are trying to identify the correct locations for crosswalks and the kind of infrastructure needed to have the crosswalks properly connect to ADA pads. She said the City is “eager and hopeful” that an agreeable solution can be found that works for both the City and SCDOT.

Chief Cornett reported that the rectangular rapid flash beacons need Federal approval. Two beacons will need to be installed at each crosswalk at the cost of \$10-15,000 for the pair. Traffic studies are needed for each area where signs are being considered.

Chief Cornett said, “We have to have a study to show that the rectangular rapid flashing beacon installation is justified based on appropriate criteria from resources and research, and that includes traffic data to include pedestrian and vehicular accounts, crash history, narrative

describing the reason for the location, and what other traffic control devices have been used to try to address those concerns in the past.” Chief Cornett will reach out to SCDOT to see what data and or studies were used to justify the crosswalks in the past to see if they can be utilized in way to support this effort.

E. Update on Front Beach loading zone and parking

Chief Cornett recommends making two of the parking spaces at the Seaside Inn and two at the Palms Hotel available for parking outside of the loading zone time of 8am-2pm. Two spots will remain loading zone spots 24/7. The cost to restripe the area would be approximately \$2,500. He added a simple wording change to the loading zone ordinance will be necessary.

After further discussion, Committee members determined they would like to see all currently reserved parking spaces on the street to become regular parking spaces outside of the 8am-2pm loading zone timeframe. Chief Cornett will get updated pricing for restriping and signage as well as a suggested location in the budget for the expense.

F. Consideration of Mutual Aid Agreements with the City of North Charleston and Town of Summerville

MOTION: Council Member Buckhannon made a motion to recommend to City Council signing the mutual aid agreements with the City of North Charleston and the Town of Summerville. Council Member Ward seconded the motion. The motion passed unanimously.

G. Discussion about refurbishment vs replacement of the 2003 Engine 1002

Chief Graham explained, “When we received our information for the refurb we were also handed some numbers for a replacement for a demonstration truck. The numbers were a lot less than I anticipated. As you are aware, back several years ago when we purchased the rescue truck, it came in way over what we anticipated. A replacement, if we were to go with a demo, is considerably less than what we were anticipating. The amount of \$300,000 was approved for refurbishing the 2003 pumper. The number came in at \$335,000. However, that has already expired. The replacement, if we were to go with a demo unit, if we can find one that matches our needs, we could save some money. So we are looking at right now the appraisal value of the 75-footer, which could be used as a trade-in or a down payment, we have been getting numbers, many years ago \$125,000 for a trade-in value. Then we were given \$25,000, and with the work that we had done on it, it is back up to \$51,500. Shockingly, the number for the 2003 pumper came in at \$12,000, way lower than we anticipated. We believe that if we were going to sell it outright, however, once again, we are looking at possibly putting \$335,000-\$340,000 into a truck that has an appraised value of \$12,000, which seems that it makes more sense to do some digging to make sure we are making the right choice and evaluate all six of these demos that are available.” A commitment to a demo truck would need to be made during the budget planning process, using the ladder truck as a trade-in or down payment. She suggested that a letter of intent to purchase be signed and roll the money from the FY21 budget over into the FY22

budget, then “re-budget the difference.” The new truck would come with a full warranty on some parts.

She added, “With a refurb, it is still not a bad idea, but with refurbishing about a one year warranty, so we are talking about a \$200,00 difference to have a truck that is going to continue to service well with a one-year warranty versus a truck that is going to be built to current specs that is going to last with a warranty of 20 years on some parts and 6 on others.”

She and other fire personnel will continue to research the best option for the City.

5. **New Business**

A. **Discussion of golf cart regulations and safety**

Chief Cornett said the police department is working on addressing those golf carts that are not properly registered and following State law. He also said the code enforcement officer has reached out to those off-island golf cart rental companies to educate them about the that State statute says you can only operate a golf cart within four miles of the registered address. The only exception to that is people who live in a gated community can operate a golf cart within four miles of the gate. Chief Cornett further clarified this restriction relates to golf carts and not LSVs. He also said that they do receive a number of complaints about underage drivers and have begun addressing that as well.

Administrator Fragoso shared that everyone registering for the Halloween Golf Cart Parade must provide their registration number in order to participate, which may help in making people aware of the need to register their golf carts with the City. There is a golf cart registration form available on the City’s website.

B. **Consideration of recommendation for the Signal 30 award**

Chief Graham shared, “We have an island resident who was not home. However, his disabled relative was. Their generator caught on fire, and Terry McKenzie of the Water Company just happened to be in the area, darted over, put the fire out, and went and shut the gas off. The homeowner truly believes that had this not happened, the fire would have extended to the house before the Fire Department arrived, and he would highly recommend that we consider Terry McKenzie, who we all know and love, for the Signal 30 Award.”

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

C. **Discussion and consideration of changes to the Alarm Ordinance**

Chief Cornett said the City ordinance addressing home alarms requires homeowners to register their alarm with the City. He feels this could discourage some people from having alarms installed. He also said the staff spends considerable time notifying those who have registered to update their permits.

Committee members asked Chief Cornett to discuss the needed wording changes with the City attorney for Council consideration later this month.

6. Highlights of Departmental Reports

A. Fire Department – Chief Graham

Chief Graham reported that staff continues to monitor COVID-19 and keep their PPE supplies full. The staff has begun to transition back into the Public Safety Building.

She shared a letter of gratitude sent by an island resident for Battalion Chief Smith and Firefighter John Susgenauk “who went down and assisted a resident with a washing machine that was full of water and he was not able to get it out. Very, very thankful.”

The budgeted replacement radios are now on the trucks. These radios will now be programmable over the air instead of needing to be taken to a shop for updates.

Staff has also made revisions to the Standard Operating Guidelines General Orders and Standards of Care. Battalion Chief Hathaway has completed an improved version of the Probationary Firefighter Handbook the Driver Operator Handbook, and the Aerial Handbook. He is working on a Watercraft Handbook. She reported on a recent watercraft in distress call and a response to a person in full cardiac arrest.

B. Police Department – Chief Cornett

Chief Cornett commended those who responded to the call for the full cardiac arrest. He reported there were 1,243 calls for service in September and 89 incident reports with 131 charges filed. Total DUIs are still going up with 9 arrests in September. There were also 348 traffic stops, many in response to complaints around the island.

He said there are two officers on the way to Columbia to pick up a mobile kitchen trailer from the Federal surplus program that could be used during a storm. He also shared that they have filed grant applications for two Polaris beach vehicles, a trailer, and a digital billboard sign. It is a fully-funded grant, so no matching funds are needed.

The BSO truck has been ordered and will be available for pickup in about 90 days.

8. Miscellaneous Business

The next meeting of the Public Safety Committee will be Monday, November 2, 2020 at 9am.

9. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Pounds seconded the motion. The motion passed unanimously. The meeting was adjourned at 10:11am.

Respectfully submitted,

Nicole DeNeane
City Clerk

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
 COUNTY OF CHARLESTON)

This agreement is made and entered into this ___ day of _____, 2020, by and between the **ISLE OF PALMS POLICE DEPARTMENT**, 30 JC Long Blvd. Isle of Palms, SC 29451 and the **SUMMERVILLE POLICE DEPARTMENT**, 300 W 2nd St. Summerville, SC 29483.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., as amended on June 3, 2016, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **ISLE OF PALMS POLICE DEPARTMENT** desires to enter into such an agreement with the **SUMMERVILLE POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency’s officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency’s officers in the requesting agency’s jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party’s jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances

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 **Chief of Summerville Police Department**, 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 Chief of Summerville Police Department**, 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.

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

SUMMERVILLE POLICE DEPARTMENT

Jon Rogers, Chief

Witness

Mayor/Administrator

Witness

STATE OF SOUTH CAROLINA)
)
)
)
)
 COUNTY OF CHARLESTON)

LAW ENFORCEMENT
 ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2020, by and between the **ISLE OF PALMS POLICE DEPARTMENT**, 30 JC Long Blvd. Isle of Palms, SC 29451 and the **NORTH CHARLESTON POLICE DEPARTMENT**, 2500 City Hall Ln. North Charleston, SC 29418.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., as amended on June 3, 2016, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **ISLE OF PALMS POLICE DEPARTMENT** desires to enter into such an agreement with the **NORTH CHARLESTON POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency’s officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency’s officers in the requesting agency’s jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party’s jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances

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 **Chief of North Charleston Police Department**, 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 Chief of North Charleston Police Department**, 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.

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

NORTH CHARLESTON POLICE DEPARTMENT

Reginald Burgess, Chief

Witness

Mayor/Administrator

Witness



PUBLIC WORKS COMMITTEE
8:00am, Thursday, October 1, 2020

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

MINUTES

1. Call to order

Present: Council members Pounds, Smith, and Streetman

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

Also Present: Chairman Jay Leigh, Vice Chairman Curtis Helfrich, General Manager Chris Jordan of the IOP Water & Sewer Commission

2. Approval of previous meeting's minutes – September 2, 2020

Council Member Streetman made a motion to approve the minutes of the September 3, 2020 meeting, and Council Member Smith seconded the motion.

Council Member Smith requested the minutes reflect the net savings of garbage outsourcing as opposed to budgeted savings. Net savings for outsourcing garbage collection only would be approximately \$24,000 and net savings for outsourcing garbage and yard debris collection would be approximately \$153,000.

The amended minutes passed unanimously.

3. Citizens' Comments

The only comment was read into the record by City Clerk DeNeane regarding not renewing the lease for Tidal Wave Water Sports' lease at the Marina. This comment in its entirety can be found on the City's website alongside the agenda for this meeting.

4. Department Reports – Director Pitts and Assistant Director Asero

Director Pitts said he has not yet received garbage collection reports but will forward them on to committee members upon receipt. He reported that while he only spent \$600 on vehicle maintenance in September, he is waiting on a \$26,000 invoice for the flatbed.

He also reported that the extra travel time to the Bees Ferry Landfill is creating a loss in efficiency. While it is not an issue now, he expects it to become one in the spring and summer. Administrator Fragoso said the County does not seem interested in further negotiations about this change unless the City want to pay the \$115,000 transfer fee. She and Director Pitts have

discussed the potential financial impact, but they do not see any justification at this point to pay the transfer fee.

Director Pitts said that the public restrooms are now on winter operating hours of 9am-6pm.

Assistant Director Asero reviewed the drainage work being done across the island including opening the ditch at 23rd and 24th on Harnett Boulevard. He said that SCDOT is “hesitant to put in piping in that location and our right of way is a little bit too narrow for a swell ditch.” Eadie’s is completing additional pipe cleaning on Sand Dollar and Wild Wood. Vegetation clean up continues around the island, specifically on Forest Trail, 41st, 25th, 30th, and Wild Wood. Eadie’s is also scheduled to clean a ditch between 21st and 22nd avenues.

Regarding the persistent flooding at 34th Avenue and Hartnett and 23rd Avenue and Hartnett, Asst. Director Asero said he is having the independent contractor look into “how we can tie in some piping and bring the water down.”

The diesel generator at the Public Works building is up and running, and everyone has had lessons on its use. Weekly logs will be kept to track the machine’s parameters. He has been coordinating fall plantings with Pleasant Places. Administrator Fragoso added that Asst. Director Asero has also been working on the landscaping at the Public Safety building.

Director Pitts reported that some temporary asphalt work has been done on Intracoastal Court. Asphalt work at 34th and Forest Trail will be completed this week.

Council Member Smith thanked staff for their work on the website that now reflects timelines for ongoing City projects such as drainage. She suggested creating a presentation regarding the drainage project geared towards the public so they may better understand drainage issues like open versus closed ditches and other drainage-related challenges the City faces.

5. **Old Business**

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

Administrator Fragoso shared the project timelines from the City’s website.

She also reported that the RFP for the smaller projects has been released. There will be a pre-bid meeting on October 8 and bids are due by October 29. Grant applications for two funding opportunities from FEMA are being drafted and will be submitted prior to the January deadline. The City submitted a grant application to the Rural Infrastructure Authority on September 14.

She reported the Phase III Drainage Project is still in the design and permitting phase. Thomas & Hutton has been “coordinating with the Wild Dunes staff for the design of the 30th Avenue outfall, and their meetings have resulted in some design changes. The design and plan production, according to Thomas & Hutton, is at 80% complete. They are working and making some progress on the stormwater report, and the permit applications are ready for signature, and they expect to be able to submit all permits this month.”

Director Kerr elaborated on the status of the design issues at the Wild Dunes Harbor Course. “The issue with the golf course that, I think it’s the eighth hole of the Harbor Course, we are

having an issue where the ditch that is there and it goes right across the fairway. And I don't know if it has shrunk over time or if it was always this size, but it is probably eight feet from bank to bank. Thomas & Hutton is saying that the amount of water that should be going through there that needs to be two or three times that width" which may cause playability issues for the course. He added, "Wild Dunes has indicated their preference would be to pipe that ditch and make it basically a flat fairway across the whole way there. That has implications though on the amount of wetlands being disturbed and obviously costs. But they are aggregable to potentially providing areas that we could mitigate and offset the wetlands that we would impact."

He also reported that Thomas & Hutton has the conceptual study for the multiuse path in its queue and will follow up with them on its status.

B. Discussion of outsourcing household garbage collection services

While there is no new information to report on this, Council Member Pounds said he would like to hear about any further conversation regarding the elimination of the backdoor service.

C. Update on Memorandum of Understanding (MOU) between the City and Dominion Energy ahead of next tree-trimming cycle and Discussion of Dominion Energy's Non-Standard Service Fund and list of eligible projects

Council Member Pounds reported that he and Administrator Fragoso will meet with the Community Affairs representative from Dominion Energy on October 12. They hope to review high-level estimates of eligible projects using the non-standard service fund. Administrator Fragoso hopes to be able to review a draft of a proposed MOU at the meeting.

Council Member Smith suggested asking Dominion Energy about areas that are particularly vulnerable to outages and if those places are good candidates for undergrounding power lines.

6. New Business

A. Consideration of MOU with Isle of Palms Water & Sewer Commission regarding the island's Sewer Master Plan

Director Kerr said this version of the MOU with the Water & Sewer Commission has a few slight edits from the previous version reviewed by the Committee. He added, "I would say this is a very open MOU that basically says the City and the Water & Sewer Commission will share the common goal of expanding public sewer and that the two bodies will work together towards that goal."

He reported that the Planning Commission intends to develop a more strategic and detailed agreement with the Water & Sewer Commission over the next year regarding island-wide sewer expansion.

Chairman Jay Leigh of the Water & Sewer Commission noted this is a fluid document that will change as needs and economics change. They are looking forward to working with the City.

MOTION: Council Member Pounds made a motion to accept the current draft of the MOU with the Isle of Palms Water & Sewer Commission. Council Member Streetman seconded the motion.

Director Kerr reported that he is attending the monthly Water & Sewer Commission meetings and reporting back to the Planning Commission. He also shared that the City and the Water & Sewer Commission use the same engineering firm (Thomas & Hutton) who does a great job of finding and applying for applicable grants for drainage projects for both entities.

The Committee briefly discussed the possibility of coordinating drainage and sewer work between the two entities.

VOTE: The motion passed unanimously.

B. Discussion and consideration of amendment to §5-4-32 of the City’s Zoning Code to allow for sewer pump stations in the SR-1 single-residential district

Director Kerr explained the need for the amendment to the City’s Zoning Code. “This is an amendment to the residential zoning code standards that would allow for the Water & Sewer Commission to build lift stations with a 1,000-square-foot footprint, which I think they would agree would satisfy their needs to put lift stations throughout these residential neighborhoods that would allow their system to operate” as the sewer system is expanded. He gave a brief history of previous amendments to this section of the code that have made this request necessary.

Chairman Leigh said the Water & Sewer Commission plans to purchase the property and dedicate most of the property for a park. They shared a conceptual drawing of where the lift station would be on the property and its planned size. He said the Commission has made their purchase of the property contingent upon the approval of the zoning change. Administrator Fragoso suggested the Commission be ready to address concerns from the community about the design of the project and possible odor emanating from the area. Chairman Leigh said the station will include odor containment. General Manager Jordan said this station will be smaller than the one at 29th and Waterway and blend into the area better with a wood fence and landscaping.

MOTION: Council Member Streetman made a motion to amend §5-4-32 of the City’s Zoning Code to allow for sewer pump stations in the SR-1 single-residential district. Council Member Smith seconded the motion. The motion passed unanimously.

C. Discussion and consideration of roof repairs to the Public Works workshop to address ceiling condensation issues in an amount not to exceed \$19,000

Administrator Fragoso explained that the recent work done to the Public Works workshop did not include roof repairs where staff has recently noticed “significant condensation issues.” She has been speaking with Trident Construction about bidding and possibly completing the work that needs to be done since they are already on the island working on the Public Safety building. She stated this work will be an unbudgeted expense but indicated \$12,000 has been set aside for repairs to that building as well as contingency money left over from the Public Safety building

project. She said City code requires two additional written quotes for a project in this cost range, and they will have additional quotes by the Ways & Means Committee meeting later this month.

Director Kerr explained the problem with the roof and ceiling tiles, the potential scope of work, and walked through the estimate provided by Trident Construction. He noted the estimate did not properly calculate the total, so the project estimate currently stands at \$22,658.

MOTION: Council Member Smith made a motion to recommend an amount not to exceed \$23,000 to address the ceiling condensation issues and roof repairs at the Public Works workshop. Council Member Streetman seconded the motion. The motion passed unanimously.

Council Member Pounds noted that the motion before the Ways & Means Committee should clarify it is an unbudgeted expense and where the money for it will come from in the budget.

7. Miscellaneous Business

The next meeting of the Public Works Committee will be Thursday, November 5, 2020 at 8:00am.

8. Adjournment

Council Member Pounds made a motion to adjourn, and Council Member Smith seconded the motion. The meeting was adjourned at 9:09am.

Respectfully submitted,

Nicole DeNeane
City Clerk

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

THIS MEMORANDUM OF UNDERSTANDING (~~“this “MOU”~~) is entered into this
day of _____, 2020, by and between the City of Isle of Palms (~~“hereinafter, the “City”~~) and
the Commissioners of Public Works of the City of Isle of Palms, doing business as the ~~IOP-WSC,~~
~~“WSC”~~). ~~The City of~~ Isle of Palms Water and Sewer Commission (hereinafter, the
“Commission”). ~~The City~~ is an incorporated municipality (1953) with a nine-member elected
body in a Council form of Government. ~~The Isle of Palms Water and Sewer~~The Commission is a
water and wastewater utility with a five-member elected body. Both public entities serve the same
citizen customers in the same geographic area but operate separately, except that in order for the
~~Isle of Palms Water and Sewer~~ Commission to borrow money, bond issues must be approved, via
ordinance, by the City ~~of Isle of Palms City~~ Council.

PREAMBLE

BACKGROUND OF MOU

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

3. Following these weather events, two citizen forums were organized to discuss citizen priorities for Council action. The citizens identified, among other items, drainage and extension of the public sewer as priorities. The City and ~~WSC~~[the Commission](#) met on March 21, 2018, to discuss various forms of wastewater treatment to address these citizen concerns. The City and ~~WSC~~[the Commission](#) have jointly expressed an interest in investigating the requirements necessary to provide sewer service to the areas of the Isle of Palms not presently receiving sewer service from the ~~WSC~~[Commission](#).
4. The City ~~of Isle of Palms~~ budgeted and adopted \$50,000 in the Fiscal Year 2019 budget to facilitate its ability to fund the updated cost estimates for expansion of the public sewer system.
5. On May 30, 2018, the City and ~~WSC~~[the Commission](#) entered into an initial memorandum of understanding agreeing to a 50:50 cost share of a \$38,600 study to update the island's sewer master plan.
6. In December 2018, Thomas ~~and~~[& Hutton Engineering Co.](#) presented the updated sewer master plan that included a phasing plan and ~~a~~ construction cost estimate of \$34,588,806. This amount does not include the \$18,990,000 necessary to ~~consolidate the Wild Dunes treatment facility into~~[expand](#) the Forest Trails treatment facility.
7. The City ~~of Isle of Palms~~ and ~~WSC~~[the Commission](#) further agree that the proliferation of non-traditional treatment systems, like grinder pump systems, are less than ideal, unsightly, rarely have alternative power supplies making them non-functional during periods of power outages.
8. ~~WSC~~[The Commission](#) has previously taken the proactive position in their agreements with customers having grinder pump systems that when public sewer becomes

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

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

FUTURE EXPECTATIONS

10. The City and ~~WSC~~the Commission commit to a goal to improve the barrier island environment, increase sustainability and improve property values. This MOU is intended to establish guidelines for collaboratively working together and sharing information.
11. The City and ~~WSC~~the Commission commit to a goal of developing an additional ~~MOU~~memorandum of understanding within one year from the date of this ~~memorandum~~MOU that will provide a detailed strategy detailing how to systematically expand ~~WSC's~~the Commission's public sewer system in a planned, safe sequence that is not only economically viable but also maximizes grant resources to mitigate costs to the customers.
12. The City and ~~WSC~~the Commission agree that they are providing public service to the same customers.
13. The City and ~~WSC~~the Commission set a target of realizing this goal for their citizen customers ~~by no later than~~within ten (10) years from the date of this ~~agreement~~MOU, with the understanding that this target date may need to be updated and modified as the expansion progresses.

14. This work and analysis will comprise data provided by Thomas & Hutton, as well as information on flood complaints; repetitive losses from flooding; the concentration of grinder pumps, new grinders and grinder requests; malfunctioning septic tanks; requests for sewer service; areas lacking service; and downstream improvements/impacts.
15. The City and ~~WSC~~[the Commission](#) agree to support one another in the pursuit of available grant funding for areas ~~which~~[that](#) may qualify. Funding, and issues related to proximity to the treatment plant, may also become a determining factor in the timing and location of phases towards accomplishing the goal.
16. When necessary, the City and the ~~WSC~~[Commission](#) shall develop any required ordinances as a means of facilitating individual homeowners connecting their properties to the system, once available, without undue financial hardship to the homeowners. Factors to be considered might be length of home ownership, owner occupancy and [any](#) homestead exemption.
17. The City and ~~WSC~~[the Commission](#) commit to sharing information that would not violate any ~~confidentialities~~[confidential information](#) or risk [exposing any](#) proprietary material~~-, not otherwise subject to disclosure under the South Carolina Freedom of Information Act.~~
18. The City and ~~WSC~~[the Commission](#) will improve and facilitate communication during the budgetary process and planning process, continuing to create awareness of the stated goals, will share reports, and [will](#) work to coordinate projects for possible cost saving opportunities created by economies of scale. The ~~WSC~~[Commission](#) agrees to supply to the City ~~at least~~[a](#) monthly~~-a~~ report or presentation detailing: (a) forecasted

spending versus original budget, (b) construction progress versus original timetable, and (c) any unexpected events that affect the construction projects associated with eliminating the Wild Dunes facility and consolidation at the Forest Trails facility. The City acknowledges its attendance at the monthly Board of Commissioners meetings and receipt of the Manager's monthly report to the Commissioners satisfy such requirement.

19. The City and ~~WSC~~the Commission commit to ~~maximizing~~working together to seek grant sources and ~~identifying~~identify potential sources of funds, to support and facilitate the necessary upgrades to accommodate the eventual connection of all individual systems to the Citypublic system.
20. Represented fully and inclusively, the City and the ~~WSC~~Commission shall acknowledge the need to trust that both are moving in the same direction with the same goal to serve the same citizen customers and so will participate together in meetings and, at least, annually, review the goals, performance and accomplishments of this ~~Memorandum of Understanding~~MOU.

NOW, THEREFORE, the City and ~~WSC~~the Commission agree that it is the intent of this ~~Memorandum of Understanding~~MOU to formalize their agreement to cooperate in this joint endeavor and to the terms of this MOU, and ~~the City~~each party requests ~~WSC~~the other to sign this ~~Memorandum of Understanding~~MOU and proceed as diligently as reasonably possible with achieving the overall goal by within the target ten-year ~~deadline~~timeframe.

IN WITNESS WHEREOF, the parties hereto have duly approved this MOU and their respective representatives have duly signed, ~~sealed,~~ and delivered this MOU, as of the ~~dates indicated by each parties' signature~~date first set forth above.

CITY OF ISLE OF PALMS _____

COMMISSIONERS OF PUBLIC WORKS OF _____

Date: _____

By: _____

PALMS, d/b/a Isle of

Mayor, City of THE CITY OF ISLE OF

Palms Water and Sewer Commission

IOP WSC

Date: _____

By: _____

By: _____
Jimmy Carroll, Mayor

By: _____
Jay Leigh, Chair

DRAFT

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into this ___ day of _____, 2020, by and between the City of Isle of Palms (hereinafter, the “City”) and the Commissioners of Public Works of the City of Isle of Palms, doing business as the Isle of Palms Water and Sewer Commission (hereinafter, the “Commission”). The City is an incorporated municipality (1953) with a nine-member elected body in a Council form of Government. The Commission is a water and wastewater utility with a five-member elected body. Both public entities serve the same citizen customers in the same geographic area but operate separately, except that in order for the Commission to borrow money, bond issues must be approved, via ordinance, by the City Council.

PREAMBLE

BACKGROUND OF MOU

1. In 2015, the Isle of Palms Planning Commission received a request from City Council to investigate ways to expand the public wastewater collection and treatment system. This work was accomplished over a series of months culminating in a presentation to City Council on August 22, 2017, where the Planning Commission presented suggestions regarding possible courses of action to facilitate that effort and goal.
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3. Following these weather events, two citizen forums were organized to discuss citizen priorities for Council action. The citizens identified, among other items, drainage and extension of the public sewer as priorities. The City and the Commission met on March 21, 2018, to discuss various forms of wastewater treatment to address these citizen concerns. The City and the Commission have jointly expressed an interest in investigating the requirements necessary to provide sewer service to the areas of the Isle of Palms not presently receiving sewer service from the Commission.
4. The City budgeted and adopted \$50,000 in the Fiscal Year 2019 budget to facilitate its ability to fund the updated cost estimates for expansion of the public sewer system.
5. On May 30, 2018, the City and the Commission entered into an initial memorandum of understanding agreeing to a 50:50 cost share of a \$38,600 study to update the island's sewer master plan.
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7. The City and the Commission further agree that the proliferation of non-traditional treatment systems, like grinder pump systems, are less than ideal, unsightly, rarely have alternative power supplies making them non-functional during periods of power outages.
8. The Commission has previously taken the proactive position in their agreements with customers having grinder pump systems that when public sewer becomes available,

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

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

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10. The City and the Commission commit to a goal to improve the barrier island environment, increase sustainability and improve property values. This MOU is intended to establish guidelines for collaboratively working together and sharing information.
11. The City and the Commission commit to a goal of developing an additional memorandum of understanding within one year from the date of this MOU that will provide a detailed strategy detailing how to systematically expand the Commission's public sewer system in a planned, safe sequence that is not only economically viable but also maximizes grant resources to mitigate costs to the customers.
12. The City and the Commission agree that they are providing public service to the same customers.
13. The City and the Commission set a target of realizing this goal for their citizen customers within ten (10) years from the date of this MOU, with the understanding that this target date may need to be updated and modified as the expansion progresses.
14. This work and analysis will comprise data provided by Thomas & Hutton, as well as information on flood complaints; repetitive losses from flooding; the concentration of grinder pumps, new grinders and grinder requests; malfunctioning septic tanks;

- requests for sewer service; areas lacking service; and downstream improvements/impacts.
15. The City and the Commission agree to support one another in the pursuit of available grant funding for areas that may qualify. Funding, and issues related to proximity to the treatment plant, may also become a determining factor in the timing and location of phases towards accomplishing the goal.
 16. When necessary, the City and the Commission shall develop any required ordinances as a means of facilitating individual homeowners connecting their properties to the system, once available, without undue financial hardship to the homeowners. Factors to be considered might be length of home ownership, owner occupancy and any homestead exemption.
 17. The City and the Commission commit to sharing information that would not violate any confidential information or risk exposing any proprietary material, not otherwise subject to disclosure under the South Carolina Freedom of Information Act.
 18. The City and the Commission will improve and facilitate communication during the budgetary process and planning process, continuing to create awareness of the stated goals, will share reports, and will work to coordinate projects for possible cost saving opportunities created by economies of scale. The Commission agrees to supply to the City a monthly report or presentation detailing: (a) forecasted spending versus original budget, (b) construction progress versus original timetable, and (c) any unexpected events that affect the construction projects associated with eliminating the Wild Dunes facility and consolidation at the Forest Trails facility. The City acknowledges its

attendance at the monthly Board of Commissioners meetings and receipt of the Manager's monthly report to the Commissioners satisfy such requirement.

19. The City and the Commission commit to working together to seek grant sources and identify potential sources of funds to support and facilitate the necessary upgrades to accommodate the eventual connection of all individual systems to the public system.
20. Represented fully and inclusively, the City and the Commission shall acknowledge the need to trust that both are moving in the same direction with the same goal to serve the same citizen customers and so will participate together in meetings and, at least annually, review the goals, performance and accomplishments of this MOU.

NOW, THEREFORE, the City and the Commission agree that it is the intent of this MOU to formalize their agreement to cooperate in this joint endeavor and to the terms of this MOU, and each party requests the other to sign this MOU and proceed as diligently as reasonably possible with achieving the overall goal within the target ten-year timeframe.

IN WITNESS WHEREOF, the parties hereto have duly approved this MOU and their respective representatives have duly signed and delivered this MOU, as of the date first set forth above.

CITY OF ISLE OF PALMS

COMMISSIONERS OF PUBLIC WORKS OF
THE CITY OF ISLE OF PALMS, d/b/a Isle of
Palms Water and Sewer Commission

By: _____
Jimmy Carroll, Mayor

By: _____
Jay Leigh, Chair



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

MINUTES

1. **Call to order**

Present: Council members Moye, Popson, and Smith

Staff Present: Administrator Fragoso, Director Page

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

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

3. **Citizens' Comments – none**

4. **Departmental Reports – Director Page**

Director Page reviewed highlights of her activities report, noting that while some classes are limited in size due to COVID-19 restrictions, many are full, and some required adding additional times to accommodate all interested parties.

She said the Yard Sale on September 19 was successful. Keenagers starts back up this week with 35 people registered to attend. Ghostly Tide Tales will be on October 23. Signage and social media will reflect the location change for that event.

Registration for the Halloween Carnival Golf Cart Parade began today, and 10 families have already signed up. The registration form requests their golf cart registration number to increase awareness of the need to register. Goody bags will also include educational material about the legal use of golf carts on the island.

This year's Wellness Fair could only be accommodated for employees, so a free cholesterol screening and flu shots clinic will be held on October 22 from 7:30-10:30am for island residents.

Holiday workshops are being planned and staff continues to work on the Holiday Street festival.

She reported they are not yet ready to schedule open gym times due to COVID-19 restrictions.

5. Old Business

A. Discussion of outlook for classes and activities in the fall

Director Page said not much has changed since Committee members received the Activity Guide at the September meeting.

B. Discussion of COVID-19 adaptations

Director Page reported that she receives updates from MUSC twice a month regarding COVID concerns. They also follow the Governor's orders and directives very closely. She reviewed the measures staff has taken to prevent the spread of COVID including: one way in the building and one way out, temperature checks for everyone, required masks, no sharing of equipment, social distancing during classes, water fountains closed, and copious cleaning and disinfecting.

6. New Business – none

7. Miscellaneous Business

The next meeting of the Recreation Committee will be on Monday, November 2, 2020 at 5pm.

8. Adjournment

Council Member Popson made a motion to adjourn, and Council Member Moye seconded the motion. The meeting was adjourned at 5:16pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Personnel Committee
9:00am, Thursday, October 8, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to Order

Present: Council Members Moye and Streetman, Mayor Carroll

Staff Present: Administrator Fragoso, Asst. Administrator Hanna

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

Mayor Carroll made a motion to approve the minutes September 15 meeting, and Council Member Streetman seconded the motion. The minutes passed unanimously.

3. Citizen's Comments – none

4. Old Business

A. Update on Wage and Compensation Study

Administrator Fragoso said they are working on the RFP for the study with a goal of receiving applications by November 6. She suggested delaying the November meeting of the Committee by a week so they will have time to review the applications and make a recommendation to the Ways & Means Committee.

B. Update on hiring for HR/Payroll Officer

Administrator Fragoso reported that the hiring of the HR/Payroll Officer is an ongoing process. They are still reviewing applications and have left the application process open until the position is filled. She noted that prior to the creation of the position department heads were completing the hiring process.

5. New Business

A. Hiring Process for New Fire Chief

Chief Graham has submitted her resignation effective December 31, 2020. Administrator Fragoso shared a proposed timeline for filling that position and the Committee discussed its feasibility. Advertising for the position will begin October 16. Both the Personnel and Public Safety committees will be involved in the hiring process. Administrator Fragoso said she would share the hiring timeline with the full City Council.

6. Miscellaneous Business

Council Member Moye asked for an update on the Strategic Planning Process. Administrator Fragoso said the department heads will meet for a (socially-distanced) workshop at the Riley Center on October 22. The City Council will meet for a similar workshop following soon after.

Mayor Carroll thanked staff for all their hard work as of late.

The next meeting of the Personnel Committee will be on Thursday, November 12, 2020 at 9am.

7. Adjournment

Mayor Carroll made a motion to adjourn, and Council Member Streetman seconded the motion. The motion passed unanimously. The meeting was adjourned at 9:59am.

Respectfully submitted,

Nicole DeNeane
City Clerk



REAL PROPERTY COMMITTEE
1:00pm, Wednesday, October 7, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Buckhannon, Bell, and Popson

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Director Kerr

2. Approval of previous meeting's minutes – September 9, 2020

Council Member Bell made a motion to approve the minutes of the September 9, 2020 meeting and Council Member Popson seconded the motion. The minutes passed unanimously.

3. Citizens' Comments

City Clerk DeNeane read the comments received into the record. They can be found in their entirety on the City's website alongside the agenda for this meeting.

4. Marina Tenant Comments -- none

5. Old business

A. Update on marina dock permitting

Administrator Fragoso reported that all permits for the have been received.

She added that while Army Corps of Engineers wanted the encroachment work on the floating dock done as soon as possible, they only just approved the permitting to complete the work. The other dock improvements have a 5-year timeline for completion. She noted that the process to get the permits was over a year. Council Member Bell added, "It is notable that they [Army Corps of Engineers] granted a variance to allow Tidal Wave to operate through September to not impact the season. So while it might seem like they sat on this, they were measuring, I am sure, right to that date as well knowing that we were trying not to interfere with the business at the same time."

Administrator Fragoso said the City also "offered alternative dock locations after we got the notification from the Corps requesting the encroachment to be removed."

Administrator Fragoso stated that Salmon's Dredging will evaluate the cost and timeline of moving the dock back while onsite for the rehabilitation project. She hopes to add that cost into the contract as a change order.

B. Update on marina dock rehabilitation project

Administrator Fragoso shared, "Council approved the award of the contract last month. Since then we have been working on the documents to get them executed by both parties. We have encountered a little bit of a hiccup when it comes to the Builder's Risk and the fact that the total amount of the project has now increased by virtue of the alternates that were approved. So the contractor has had some trouble securing Builder's Risk through their typical or their long-term insurance partner. We have chimed in and reached out to the City's insurance and asked them for a quote to see if they would be willing to include that in our policy through the property insurance we have for the dock." The original estimate for the Builder's Risk was \$15,000 and is now quoted at \$50,000. She added, "We are working on executing the documents for them to get the performance and payment bonds that need to be in place and also all the other insurance documents that they have to provide."

C. Update on marina restaurant lease proposal

Administrator Fragoso said, "I just received this morning the final reviewed document from our attorney. I think that we should be returning the final document to the IOP Families Group by the end of this week after Council has an opportunity to look at it and had an opportunity to ask questions or raise any concerns on that."

The goal is to have everything signed and executed by November 1.

D. Update on proposed ADA-compliant beach walkover and observation deck at 42nd Avenue

Administrator Fragoso will reach out the Greenbelt Fund to determine if the changes to this project will require another pass through the approval process after City Council has approved the new design.

Director Kerr reached out to the vendor used by the Town of Hilton Head for their boardwalk paths. He shared informational slides about the installation of such a path. The cost for 480 linear square feet at 8' wide would be \$46,000 for 2" x 5/4" or \$59,000 for IPE with an additional cost of \$5,000 for installation. Adding in a 15% contingency would bring the project cost total to approximately \$75,000. The Greenbelt Fund awarded \$100,000 for the original project as designed. He also said the pricing is only guaranteed for 30 days.

Administrator Fragoso said she would like to have the Police and Fire Departments provide feedback on this new option. She expressed concern about the additional maintenance involved for this path. Council Member Buckhannon said the path currently at 42nd Avenue has always needed constant maintenance. Director Kerr said after speaking with Director Pitts about path maintenance he believes the current landscape contractor could add this into their duties.

Additionally, Administrator Fragoso pointed out that due to the cost of the project, the procurement code requires a competitive bid process unless the City can justify sole source. Committee members suggested adding a wider section to the path to allow people to “pull over” if other people or emergency vehicle would need to pass. Director Kerr will try to get an additional or longer-term quote in addition to updated quotes to include the observation area.

Director Kerr said that he did not believe additional permitting would not be necessary as long as the observation area remains behind OCRM’s jurisdictional setback line.

6. New Business

A. Discussion about addressing flooding issues on beach access paths between 21st and 41st avenues

Council Member Buckhannon said it is important to identify the areas that present the most flooding concerns and then correlate that to crosswalks and safer areas where the public can access the beach. Administrator Fragoso said a list of beach access paths needing work could be prioritized, and funding for such repair work could come from beach preservation funds and Greenbelt funds.

Council Member Bell said, “It would be helpful to map the Palm flooding to the beach access path flooding because the last thing we want to do is build great beach access paths in a flooded area that just continues to encourage people to damage the side strips on the road while we wrestle with the parking issues.”

B. Discussion on next steps for the development of a public dock and greenspace at the IOP Marina

Committee members discussed the location for possible greenspace at the Marina and whether or not greenspace was actually the best term to use to describe how the space could benefit residents. Administrator Fragoso shared a map highlighting the area the City will now maintain upon the exit of Tidal Wave Watersports.

Previous conceptual plans created prior to the 2017 referendum could be referenced as a starting point for how to create a resident water-accessible area. Administrator Fragoso reminded Committee members of Council Member Smith’s request to investigate the feasibility of kayak and paddleboard storage at the Marina.

Administrator Fragoso shared that staff is still discussing the options for securing and monitoring the area and plans to share those options with the full City Council for consideration. She also stated that she had spoken to Kirby Marshall of ATM about whether or not the permits need to be altered in any way to reflect the change in use of the space from private to public.

7. **Miscellaneous Business**

The next meeting of the Real Property Committee will be Wednesday, November 4, 2020 at 1pm.

8. **Adjournment**

Council Member Bell made a motion to adjourn and Council Member Popson seconded the motion. The meeting was adjourned at 1:59pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



Planning Commission
3:00pm, Wednesday, October 14, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to Order

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

2. Approval of Previous Meeting's Minutes – September 9, 2020

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

3. Citizen's Comments -- none

4. Old Business -- none

5. New Business

MOTION: Mr. Ferencz made a motion to reorder the agenda so that the discussion of the zoning ordinance amendment occurred first under New Business. Mr. DiGangi seconded the motion. The motion passed unanimously.

A. Recommendation on zoning ordinance amendment to allow sewer lift stations in residential districts

Director Kerr reported that the IOP Water & Sewer Commission would like to purchase the triangle-shaped piece of property at the corner of 7th Avenue and Palm Boulevard as the site of a future lift station. The purchase is contingent upon the approval of a change to the zoning ordinance that would allow for lift stations in residential districts. The current zoning code does not address properties less than one-half of an acre are to be handled in this particular situation.

Commissioners expressed concern that a lift station in a residential district could be unsightly and odorous particularly at a location that could be considered a gateway to the island. They would like more specifics as to what the lift station would look like and how it might be screened, and most importantly, how potential odors will be handled.

Director Kerr stated that the Public Works Committee has reviewed this request and made a recommendation that City Council approve the zoning change. He also said this property will be the first of many properties that need to be purchased in order to successfully sewer the entire island.

MOTION: Mr. Mills made a motion to approve the recommendation for a zoning change to allow for lift stations in residential districts. There being no second, the motion failed.

Administrator Fragoso shared a map created by Thomas & Hutton showing the approximate vicinities of lift stations needed around the island. Director Kerr noted that it is important to consider the future needs of sewerage the island, which goes beyond this one piece of property.

Commissioners expressed the need for further information from the Water & Sewer Commission before moving forward. They would like to talk about establishing a standard that could mitigate the “most offensive parts” associated with lift stations. As the Planning Commission has 30 days to respond to the zoning change request, a Special Meeting of the Planning Commission will be required.

MOTION: Mr. Mills made a motion to table further discussion of the zoning change request until a meeting can be arranged with the Water & Sewer Commission. Ms. Safford seconded the motion. The motion passed unanimously.

B. Review of Community Facilities Element of Comprehensive Plan

Director Kerr noted the narrative section of the Community Facilities element needs quite a bit of updating.

Commissioners discussed goals and strategies around improving public safety, supporting the installation of sewer services, improving recreational opportunities for all residents, and improving the appearance of the island. The remainder of the Community Facilities element will be discussed at the November meeting.

C. Recommendation on adoption of new flood maps and associated ordinances

Director Kerr said FEMA has released new flood maps which must be approved and adopted by January 29, 2021. He noted the changes “greatly reduce the flood elevation across the island.” He also shared that the new maps include a new flood zone “where FEMA is predicting you are going to have a bowl effect, and instead of establishing an elevation requirement above mean sea level, they are just saying you need to be X number of feet off the ground.” He added that the City’s 14’ elevation requirement “will always be higher than this AO requirement, but from a technical standpoint, we do need to have a standard in the code that addresses these new AO zones. So that is really what this change is doing. It is adopting the maps, and it is creating standards for these AO zones, which are new to us.”

MOTION: Mr. Ferencz made a motion to recommend to City Council the approval of the new FEMA flood maps and associated ordinances. Mr. DiGangi seconded the motion. The motion passed unanimously.

5. Miscellaneous Business

A. Update on drainage planning

Director Kerr reported that the City is preparing the necessary paperwork for the bond needed to pay for Phase III of the drainage project. Thomas & Hutton put out the RFP for the smaller

drainage projects. He shared there was a pre-bid meeting last week that generated a lot of interest. Work on the smaller projects is expected to begin in January 2021. He also shared that Thomas & Hutton is analyzing possible improvements to the Waterway Boulevard path.

B. Update on MOU with Water & Sewer Commission

Director Kerr reported that the Public Works Committee has recommended to City Council the execution of the MOU with the Water & Sewer Commission.

C. Lot fill

Mr. Denton requested clarification on non-conforming lots, setbacks, and fill. With regards to fill, Director Kerr said, “We established a maximum new elevation of one foot above the road, but if you are already more than a foot above the road, we allow you to stay to that elevation.” Any changes to fill on a property must be certified by a stormwater professional.

7. Adjournment

Mr. Ferencz made a motion to adjourn and Mr. Brown seconded the motion. The meeting was adjourned at 5:29pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

ORDINANCE 2020-10

AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 1, GENERAL PROVISIONS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES

WHEREAS, the Isle of Palms Council is authorized to amend its ordinance; and

WHEREAS, it is necessary and appropriate to revise the current chapter to address Sewer pump stations with a footprint of one thousand square feet as a special exception; and

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT CHAPTER 4, ZONING, SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 5-4-32. - SR-1 single-family residential district.

In addition to all other applicable requirements of this chapter and other City ordinances, the requirements for the SR-1 district are as follows:

- (1) *Purpose.* The purpose of the SR-1 single-family residential district is:
 - a. To provide for quiet, low-density residential neighborhoods on comparatively large lots.
 - b. To discourage unwarranted encroachment by prohibiting commercial uses and to prohibit other uses which would interfere with the development or continuation of single-family use.
 - c. To encourage the cessation of nonconforming uses.
 - d. to discourage uses which would generate traffic on minor streets other than required to serve residences on those streets.
 - e. To maintain the integrity of established residential neighborhoods, and to minimize the disruption of existing residential patterns by the scattered development of comparatively large residential lots.
- (2) *Permitted uses.* Permitted uses in the SR-1 single-family residential district shall be:
 - a. Detached, single-family dwelling.
 - b. Residential accessory uses.
 - c. Sewer pump stations with a footprint of one thousand square feet (1,000 sq') or less.

- (3) *Permitted special exceptions.* Permitted special exceptions in the SR-1 single-family residential district shall be:
- a. Elementary and secondary schools offering general education courses.
 - b. Church, synagogue, or other place of worship.
 - c. Group dwellings.
 - d. Golf courses.
 - e. Home occupations meeting the requirements of section 5-4-44.
 - f. Public utility and municipal uses satisfying the special exception requirements set forth in subsection (9) of this section.
- (4) *Conditional uses.* Public utility and municipal uses satisfying the conditional use requirements set forth in subsection (9) of this section shall be conditional uses in the SR-1 single-family residential district.
- (5) *Minimum lot requirements.* Minimum lot requirements in the SR-1 single-family residential district are as follows:
- a. Lot area: thirty-five thousand (35,000) square feet of contiguous highland.
 - b. Lot width: seventy feet (70') measured at building line.
 - c. Lot depth: one hundred ten feet (110').
 - d. Lot frontage: sixty feet (60') on a public or private street; thirty feet (30') on a public or private cul-de-sac.
- Vehicle access to the lot from a public or private street shall be provided within the required lot frontage.
- (6) *Minimum yard requirements.* Minimum yard requirements in the SR-1 single-family residential district are as follows:
- a. Front yard: thirty feet (30').
 - b. Side yard: ten feet (10').
 - c. Rear yard: thirty feet (30').
- Exception: minimum yard requirements for lots with an area less than seventeen thousand five hundred (17,500) square feet.
- a. Front yard: twenty-four feet (24').
 - b. Side yard: ten feet (10').
 - c. Rear yard: twenty-four feet (24').
- (7) *Maximum height.* Maximum height in the SR-1 single-family residential district shall be forty feet (40').
- (8) *Double frontage lots.* Double frontage lots are prohibited in the SR-1 single-family residential district.

(9) *Public utilities and municipal uses.*

- a. *Public utility facilities and uses.* This subsection (9)a applies to wastewater treatment facilities, public works maintenance and storage facilities, and all other public utility facilities or uses.
 - (i) Construction or alteration of a public utility facility may be approved in a residential zoning district as a conditional use subject to a finding by the Zoning Administrator that the facility satisfies all of the following conditions:
 1. The facility is located on a lot that is at least one (1) acre in size;
 2. The overall lot coverage of the facility is less than fifty percent (50%);
 3. The minimum setback for any structure is thirty feet (30') from all property lines;
 4. The maximum overall height of any structure is thirty feet (30');
 5. The minimum buffer along all property lines is twenty feet (20') wide with at least six (6) canopy trees, twelve (12) understory trees, and one-hundred (100) three-gallon shrubs per one-hundred (100) linear feet of property line; with each species approved by the Zoning Administrator based on its ability to provide screening and drought tolerance;
 - (ii) The Board of Zoning Appeals may approve construction or alteration of a public utility facility in a residential zoning district as a special exception subject to the requirements of section 5-4-5(c) and upon a finding that the following additional conditions are met:
 1. The facility is located on a lot that is at least one-half ($\frac{1}{2}$) acre in size;
 2. The overall lot coverage of the facility is less than fifty percent (50%);
 3. The minimum setback for any structure is twenty feet (20') from all property lines;
 4. The maximum overall height of any structure is forty feet (40');
 5. The minimum buffer along all property lines is ten feet (10') wide with at least six (6) canopy trees, twelve (12) understory trees, and one-hundred (100) three-gallon shrubs per one-hundred (100) linear feet of property line; with each species approved by the Zoning Administrator based on its ability to provide screening and drought tolerance.
- b. *Municipal facilities and uses.* This subsection (9)b applies to all municipal facilities, including but not limited to City halls, fire stations, police stations, public safety facilities, and recreation centers, parks, playgrounds, and any other municipal use, but excludes public utility facilities or uses.
 - (i) Construction or alteration of a municipal facility may be approved in a residential zoning district as a conditional use subject to a finding by the Zoning Administrator that the facility satisfies all of the following conditions:
 1. The facility is located on a lot that conforms in size to the applicable zoning district requirement;

2. The overall lot coverage is less than forty percent (40%);
 3. The minimum building setback from the front or rear lot line is thirty feet (30');
 4. The minimum building setback from any side lot line is ten feet (10');
 5. The maximum overall height of any structure is forty feet (40');
 6. A buffer is installed that complies with section 5-4-71.
- (ii) The Board of Zoning Appeals may approve construction or alteration of a municipal facility in a residential zoning district as a special exception subject to the requirements of section 5-4-5(c) and upon a finding that the following additional conditions are met:
1. The facility is located on a lot that conforms in size to the applicable zoning district requirement;
 2. The overall lot coverage is less than fifty percent (50%);
 3. The minimum building setback from the front or rear lot line is twenty feet (20');
 4. The minimum building setback from any side lot line is ten feet (10');
 5. The maximum overall height of any structure is forty feet (40');
 6. A buffer is installed that complies with section 5-4-71.

SECTION 2. That this Ordinance take effect and be in full force immediately.

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

Jimmy Carroll, Mayor

(Seal)

Attest:

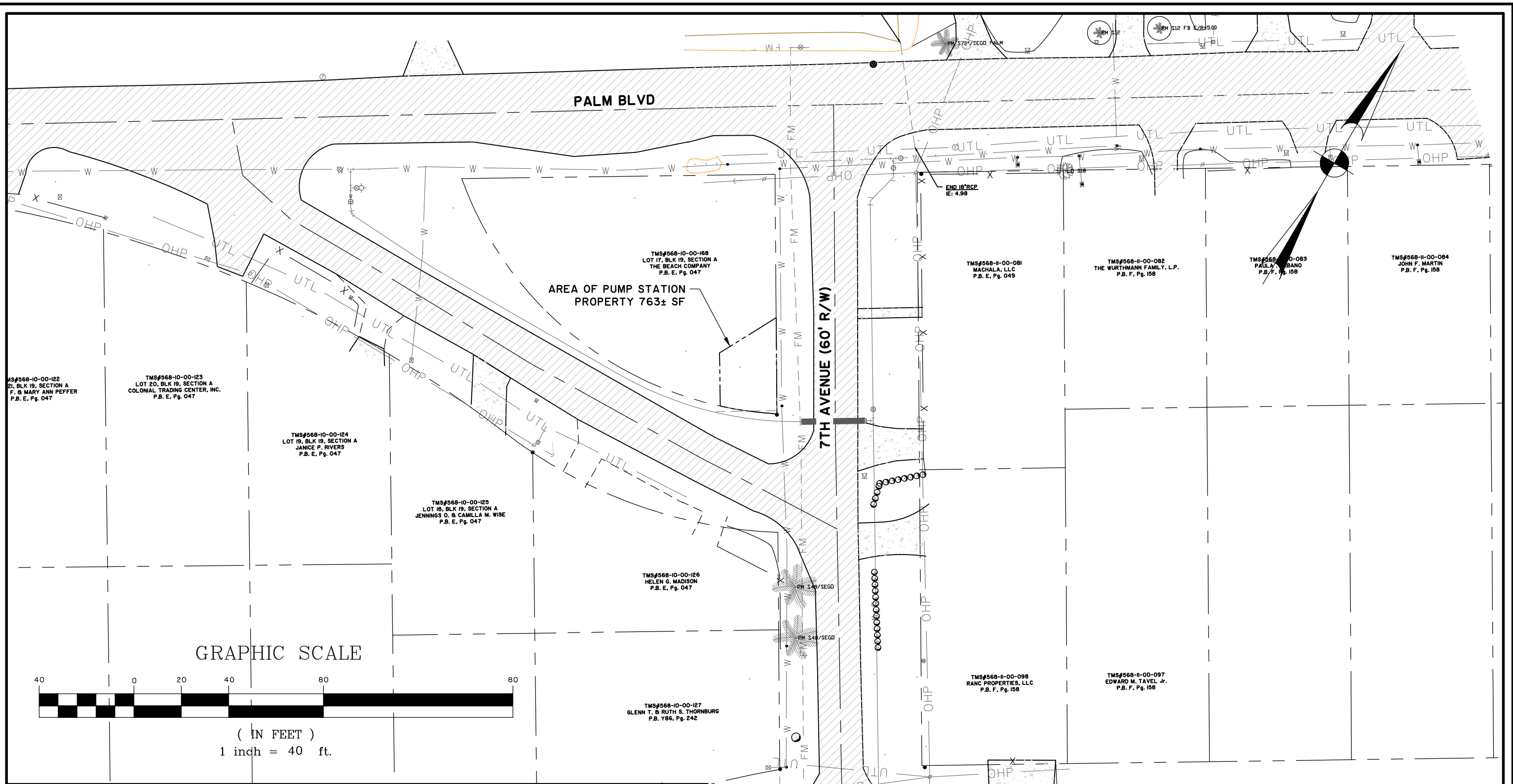
City Clerk

First Reading: _____

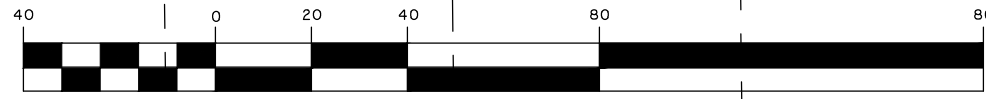
Second Reading: _____

Ratification: _____

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GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

7TH AVENUE SEWER PARCEL

LOCATION MAP

CLIENT:
IOPWSC

LOCATION: ISLE OF PALMS, SC
DATE: 9/28/20
JOB NUMBER: 27924.0000

DRAWN BY: DNF
REVIEWED BY: MFY

SHEET: C1
SCALE: 1" = 40'

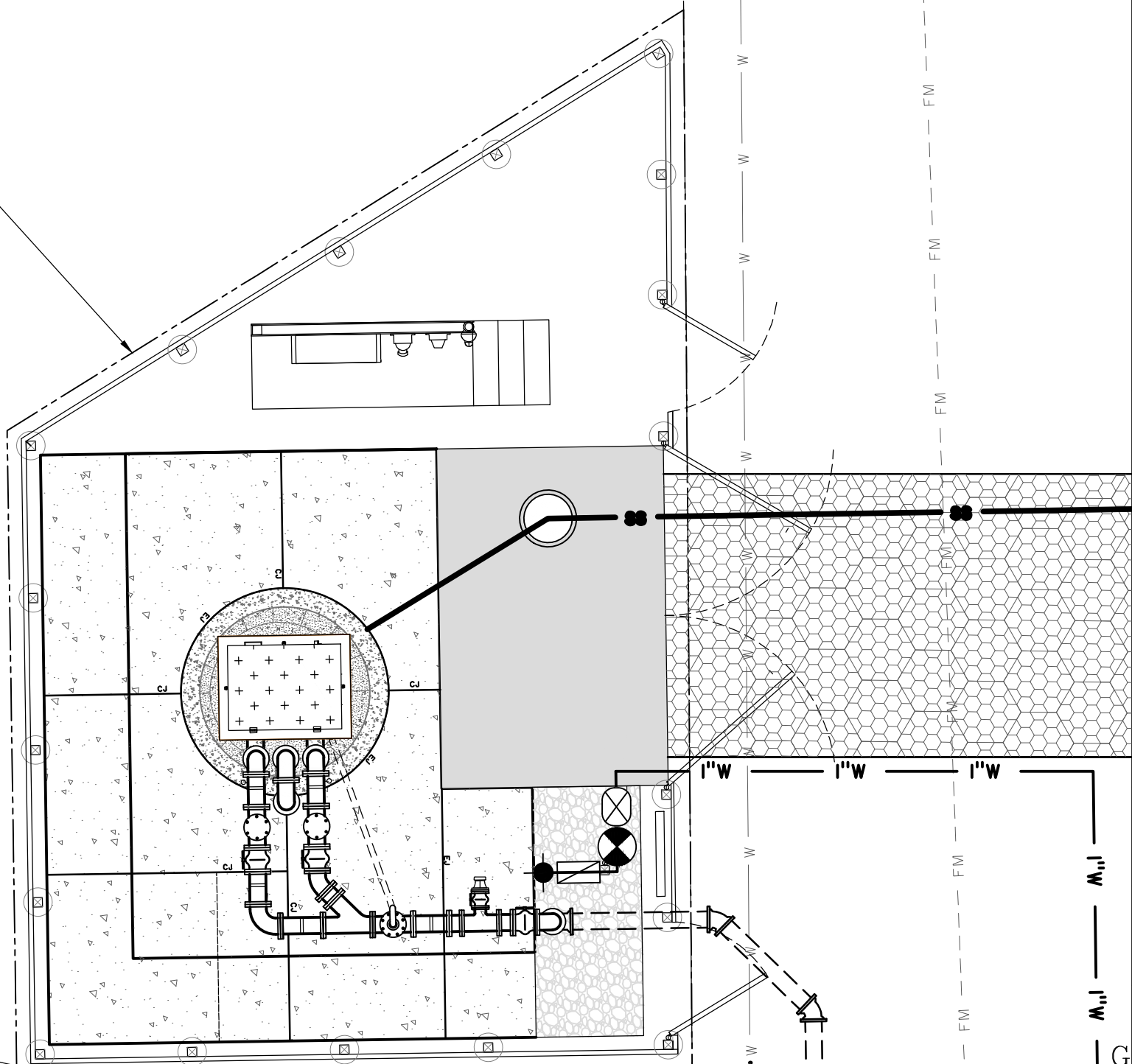


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Z:\27294\27294.0000\Engineering\Drawings\Exhibits\27294.0000 - Pump Station Site Plan at 7th Avenue.dwg - Sep 28, 2020 - 2:34:23 PM

AREA OF PUMP STATION
PROPERTY 763± SF



7TH AVENUE (60' R/W)

GRAPHIC SCALE



7TH AVENUE SEWER PARCEL

SITE PLAN

CLIENT:

IOPWSC

LOCATION: ISLE OF PALMS, SC

DATE: 9/28/20

JOB NUMBER: 27924.0000

DRAWN BY: DNF

REVIEWED BY: MFY

SHEET: C1

SCALE: 1" = 5'



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STATE RD S-10-340



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7TH AVE

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7TH AVE

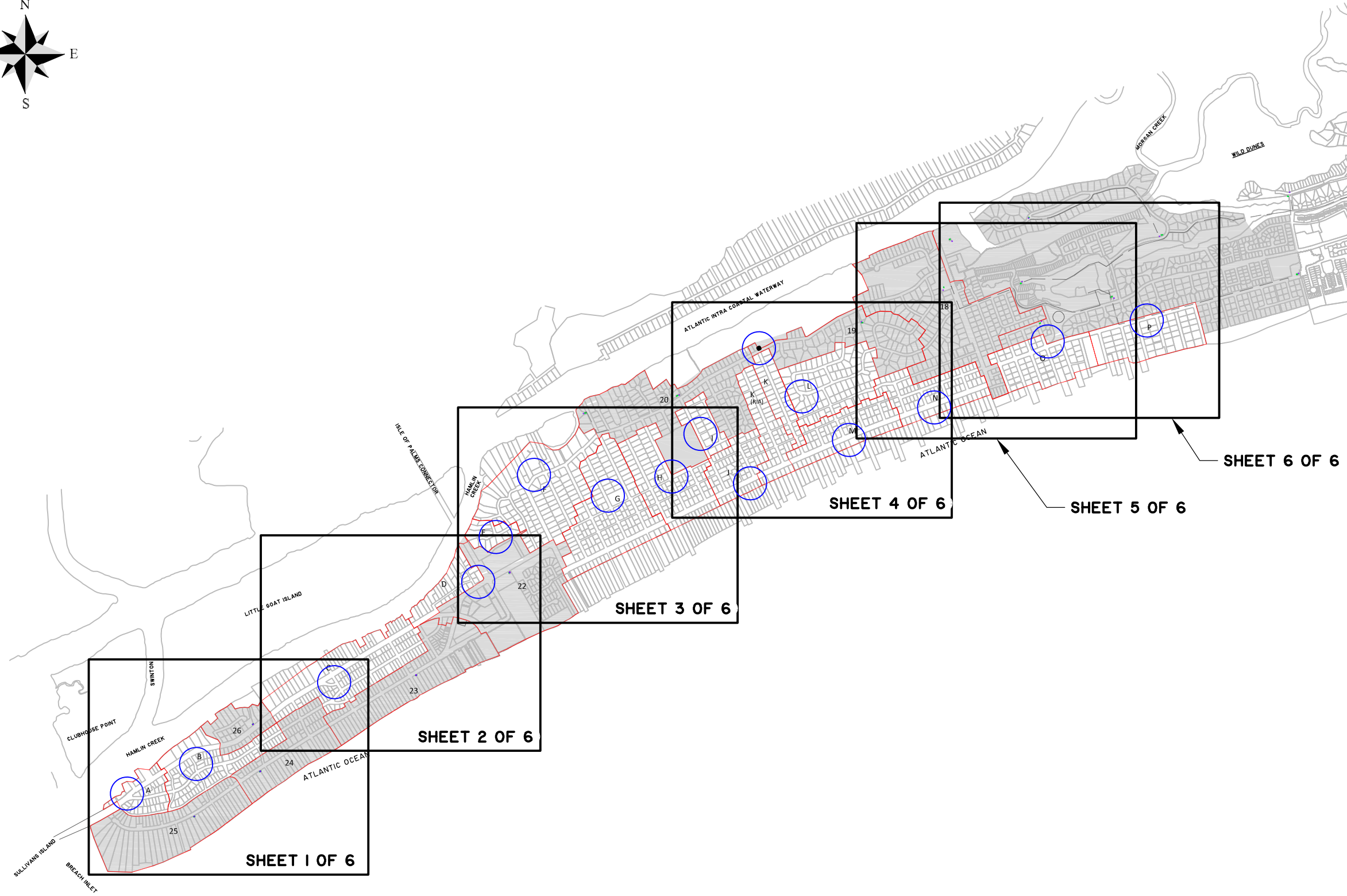
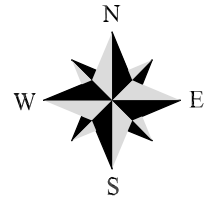
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LEGEND

- SEWERED AREA (HATCH)
- EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
- EXISTING GRAVITY SEWER
- EXISTING FORCEMAIN
- EXISTING PUMP STATION
- PROPOSED GRAVITY SEWER
- PROPOSED FORCEMAIN
- PROPOSED PUMP STATION VICINITY
- PS SERVICE AREA

IOPWSC SEWER MASTER

PLAN UPDATE
BASIN EXHIBIT

CLIENT:
IOPWSC

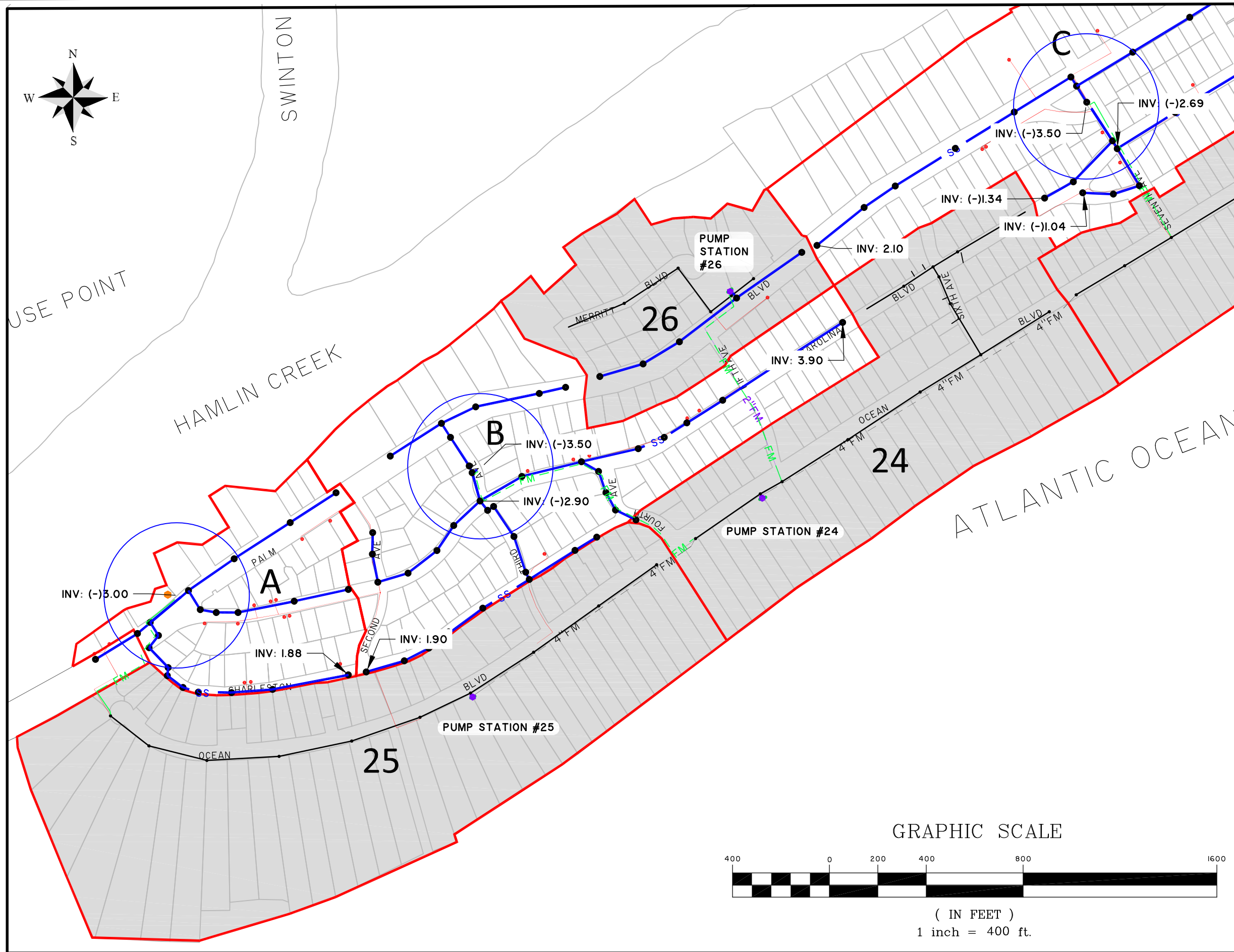
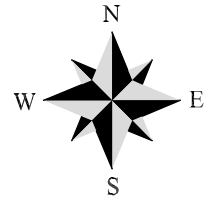
LOCATION: CHARLESTON COUNTY, SC
DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
DRAWN BY: CGB SHEET: OVERALL LAYOUT
REVIEWED BY: MFY SCALE: 1" = 2000'



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LEGEND

- SEWERED AREA (HATCH)
- EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
- EXISTING GRAVITY SEWER
- EXISTING FORCEMAIN
- EXISTING PUMP STATION
- PROPOSED GRAVITY SEWER
- PROPOSED FORCEMAIN
- PROPOSED PUMP STATION VICINITY
- PS SERVICE AREA

IOPWSC SEWER MASTER

PLAN UPDATE
BASIN EXHIBIT

CLIENT:
IOPWSC

LOCATION: CHARLESTON COUNTY, SC
DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
DRAWN BY: CGB SHEET: 1 OF 6
REVIEWED BY: MFY SCALE: 1" = 400'

GRAPHIC SCALE

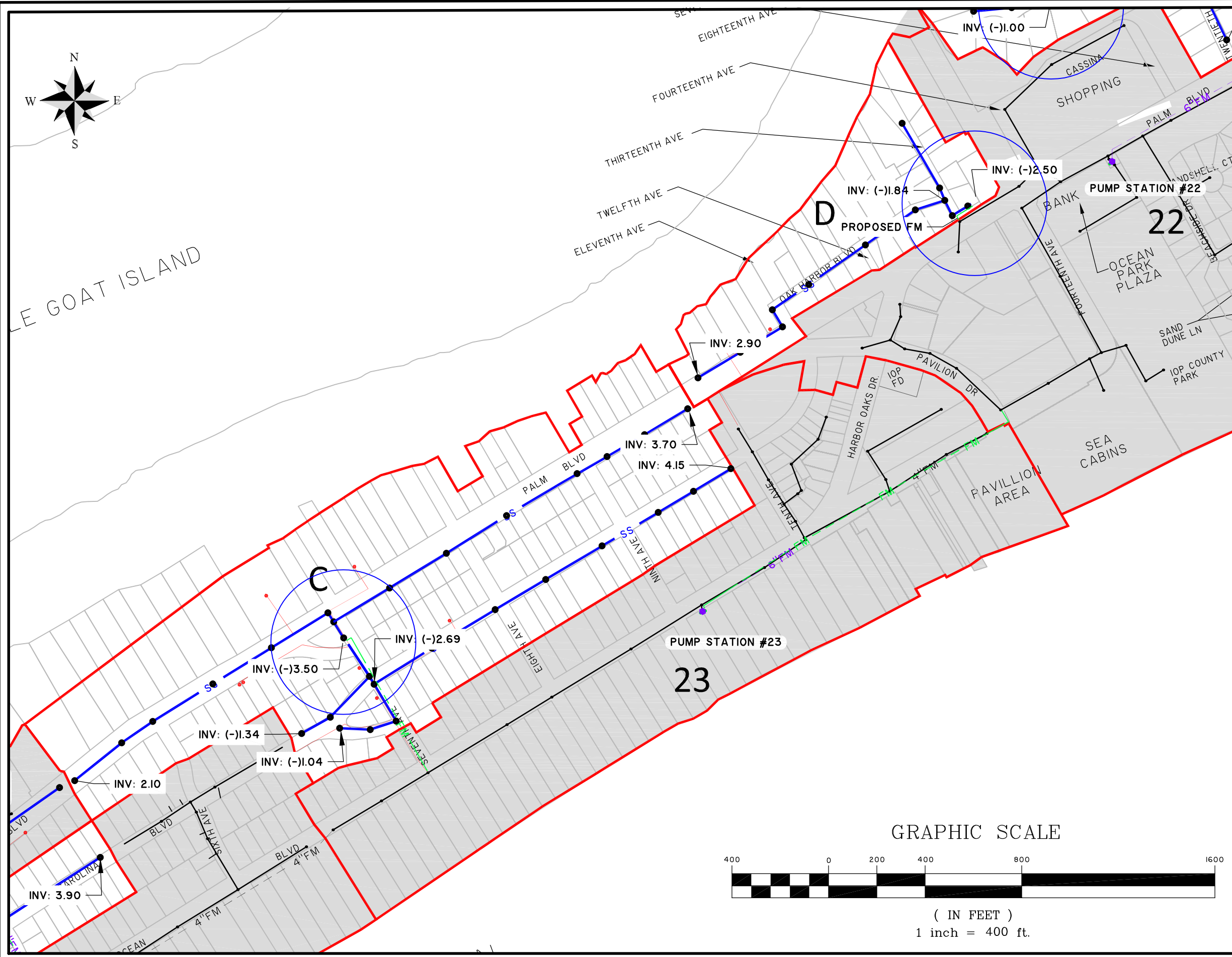


(IN FEET)
1 inch = 400 ft.



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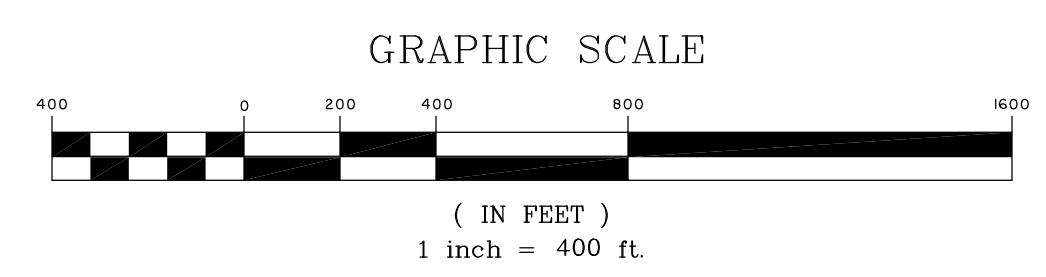
LEGEND

- SEWERED AREA (HATCH)
- EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
- EXISTING GRAVITY SEWER
- EXISTING FORCEMAIN
- EXISTING PUMP STATION
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- PROPOSED FORCEMAIN
- PROPOSED PUMP STATION VICINITY
- PS SERVICE AREA

**IOPWSC SEWER MASTER
PLAN UPDATE
BASIN EXHIBIT**

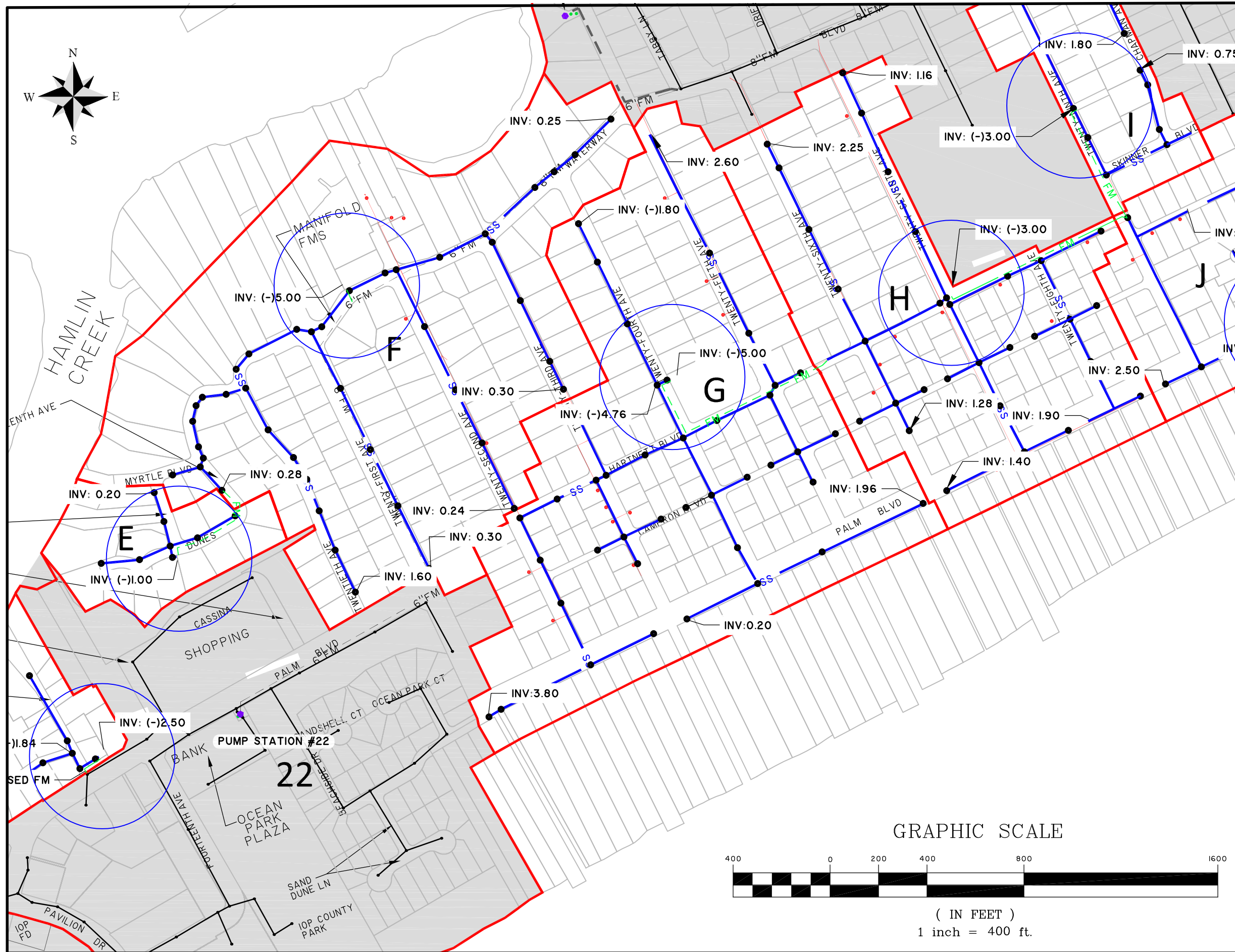
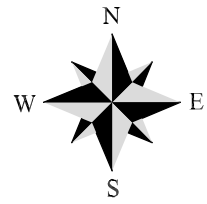
CLIENT:
IOPWSC

LOCATION: CHARLESTON COUNTY, SC
DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
DRAWN BY: CGB SHEET: 2 OF 6
REVIEWED BY: MFY SCALE: 1" = 400'



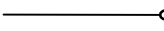
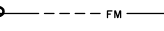







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LEGEND

-  SEWERED AREA (HATCH)
-  EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
-  EXISTING GRAVITY SEWER
-  EXISTING FORCEMAIN
-  EXISTING PUMP STATION
-  PROPOSED GRAVITY SEWER
-  PROPOSED FORCEMAIN
-  PROPOSED PUMP STATION VICINITY
-  PS SERVICE AREA

IOPWSC SEWER MASTER

PLAN UPDATE
BASIN EXHIBIT

CLIENT:
IOPWSC

LOCATION: CHARLESTON COUNTY, SC
DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
DRAWN BY: CGB SHEET: 3 OF 6
REVIEWED BY: MFY SCALE: 1" = 400'

GRAPHIC SCALE



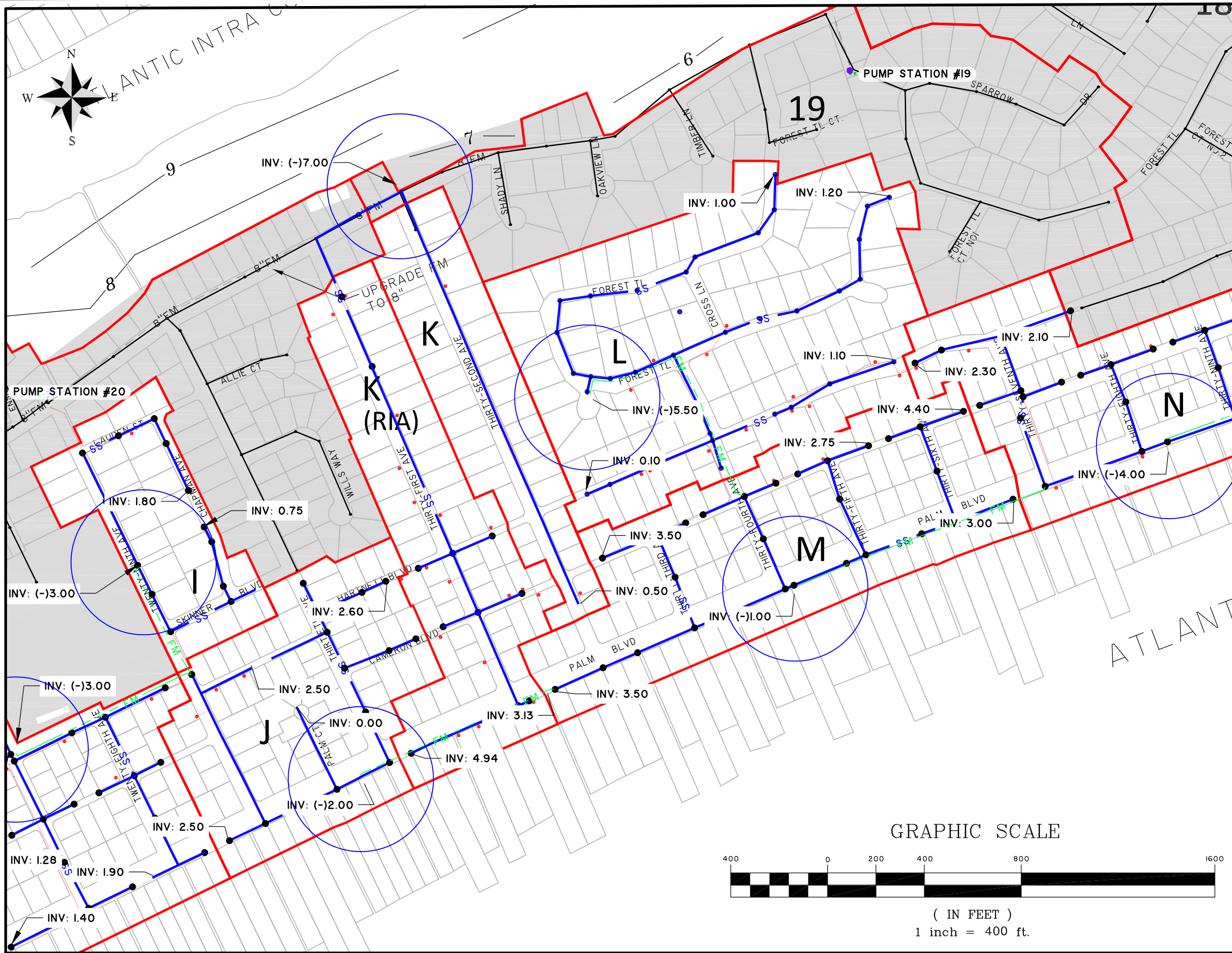
(IN FEET)
1 inch = 400 ft.



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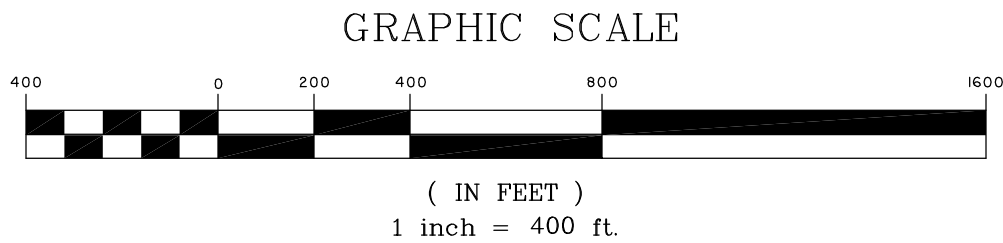
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LEGEND

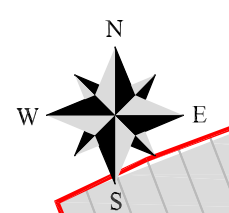
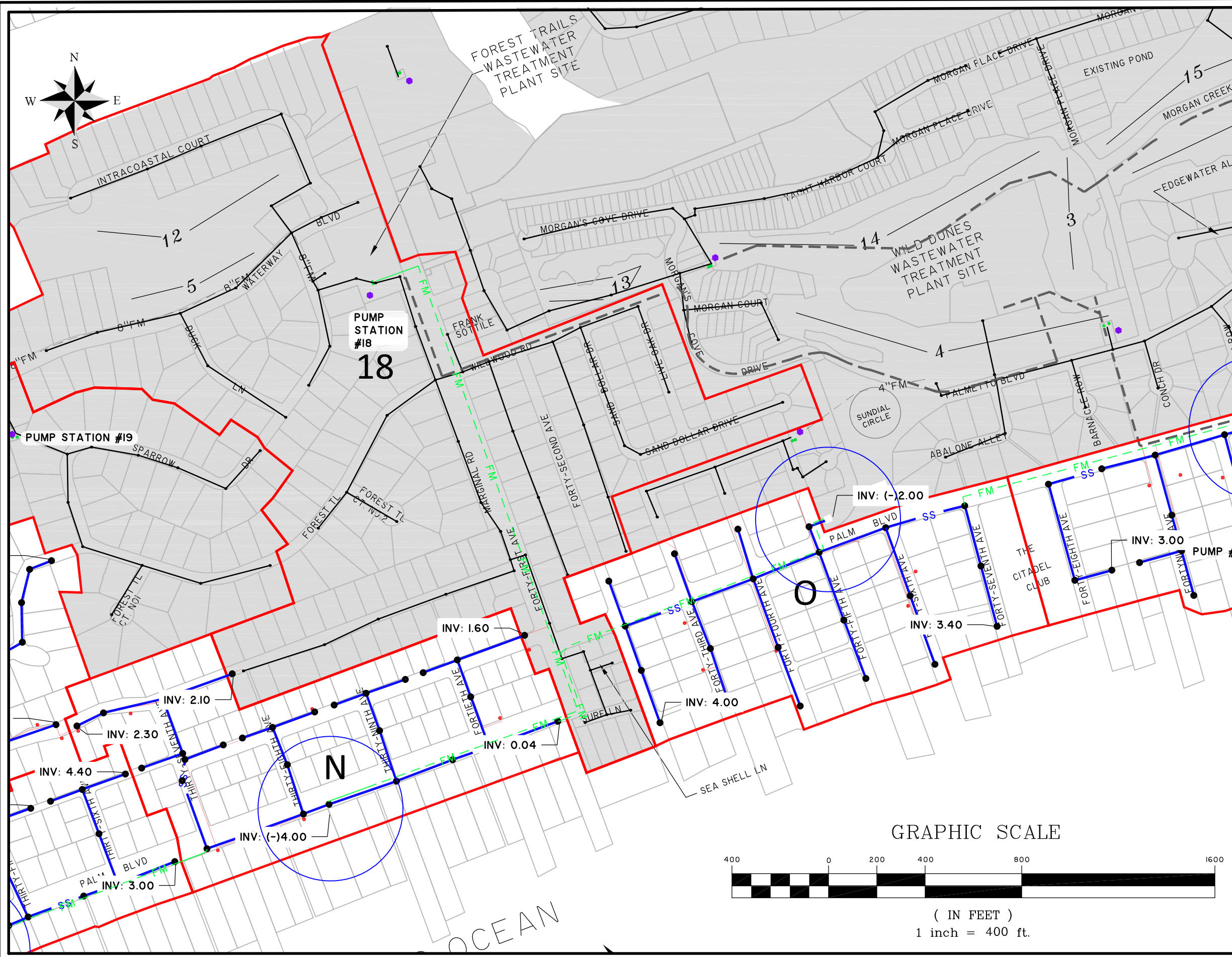
- SEWERED AREA (HATCH)
- EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
- EXISTING GRAVITY SEWER
- EXISTING FORCEMAIN
- EXISTING PUMP STATION
- PROPOSED GRAVITY SEWER
- PROPOSED FORCEMAIN
- PROPOSED PUMP STATION VICINITY
- PS SERVICE AREA

IOPWSC SEWER MASTER
PLAN UPDATE
BASIN EXHIBIT
 CLIENT:
IOPWSC
 LOCATION: CHARLESTON COUNTY, SC
 DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
 DRAWN BY: CGB SHEET: 4 OF 6
 REVIEWED BY: MFY SCALE: 1" = 400'



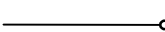
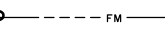


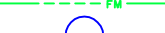




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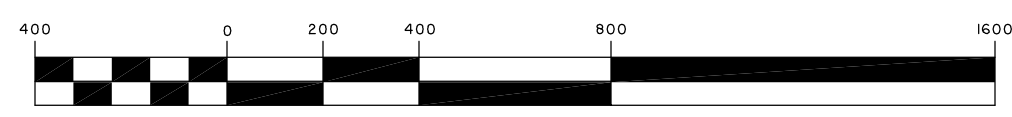


LEGEND

-  SEWERED AREA (HATCH)
-  EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
-  EXISTING GRAVITY SEWER
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-  PROPOSED FORCEMAIN
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-  PS SERVICE AREA

IOPWSC SEWER MASTER
PLAN UPDATE
BASIN EXHIBIT
 CLIENT:
IOPWSC
 LOCATION: CHARLESTON COUNTY, SC
 DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
 DRAWN BY: CGB SHEET: 5 OF 6
 REVIEWED BY: MFY SCALE: 1" = 400'

GRAPHIC SCALE

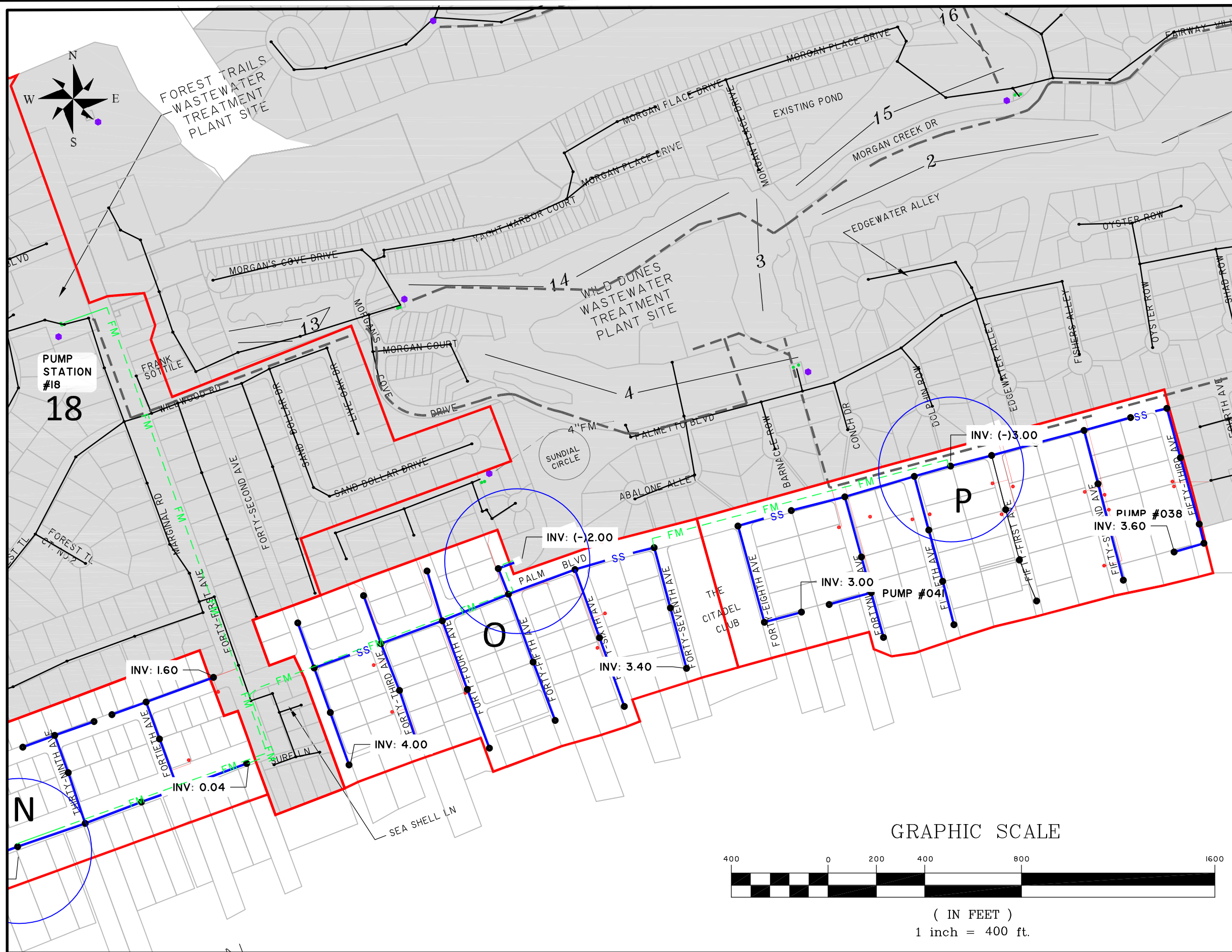


(IN FEET)
 1 inch = 400 ft.



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LEGEND

- SEWERED AREA (HATCH)
- EXISTING RESIDENTIAL / COMMERCIAL GRINDER PUMP SYSTEM INTO FORCE MAIN
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IOPWSC SEWER MASTER
PLAN UPDATE
BASIN EXHIBIT
 CLIENT:
IOPWSC
 LOCATION: CHARLESTON COUNTY, SC
 DATE: 12/19/18 Rev.01 JOB NUMBER: 27294/27529
 DRAWN BY: CGB SHEET: 6 OF 6
 REVIEWED BY: MFY SCALE: 1" = 400'

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ORDINANCE 2020-11

AN ORDINANCE AMENDING TITLE 7, LICENSING AND REGULATION, CHAPTER 4, REGULATION OF ALARM SYSTEMS AND BUSINESSES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES

WHEREAS, the Isle of Palms Council is authorized to amend its ordinance; and

WHEREAS, it is necessary and appropriate to revise the current chapter to improve registration and responses to commercial and residential alarm systems; and

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT CHAPTER 4, REGULATION OF ALARM SYSTEMS AND BUSINESS, SHALL BE AMENDED TO READ AS FOLLOWS:

SECTION 1. That Chapter 4 is hereby amended by adding (c) to state as follows:

Sec. 7-4-1. - Definitions.

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

Alarm business means the business or occupation by any individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure, or facility or dwelling.

Alarm system. The term "alarm system" means any assembly of equipment, mechanical or electrical, arranged or designated to signal the occurrence of an illegal entry, fire, need for medical assistance, or other activity or hazard requiring urgent attention within a building, home, structure or facility and to which the City Police Department or Fire Department is expected to respond.

The term "alarm system" shall not include individual smoke detectors in private dwellings which are not connected to an external alarm. Alarm systems shall not include audible alarms affixed to automobiles.

Alarm user means any person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure, or facility where an alarm system is maintained.

Automatic dialing system means any alarm system or device which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice

message or coded signal indicating the existence of the emergency situation that the alarm system or device is designated to detect.

~~*False alarm.*~~

~~The term "false alarm" means any alarm which is given, sounded or otherwise expressed when there is no apparent causal event requiring immediate police, fire or other emergency response, including but not limited to the activation of or notification by an alarm system through mechanical or electronic defect or failure, malfunction, defective installation, the negligence of the alarm user or his employees, agents, invitees or licensees, or the conducting of an alarm test or drill without the prior notification to the City Police and Fire Departments.~~

~~The term "false alarm" shall not include alarms activated where fire conditions exist, alarms caused by power failure, or alarms activated due to severe weather conditions, including, but not limited to, lightning, high winds, heavy rainfall, sudden temperature changes that create implosive pressures within the affected property, hurricane conditions, earthquakes or other natural disasters.~~

~~*Local alarm* means those alarms which activate an audible signal within the proximity of the premises only.~~

(Code 1994, § 7-4-1; Ord. No. 1996-17, 10-22-1996; Ord. No. 2011-04, § 1, 7-26-2011)

Sec. 7-4-2. - Compliance with chapter provisions.

No person or entity shall engage in, conduct or carry on an alarm business within the City without complying with this chapter, and all other applicable State laws and City ordinances.

(Code 1994, § 7-4-2)

~~**Sec. 7-4-3.—Registration required.**~~

~~Each alarm business owner and operator is required to register with the City Police Department the name, address, and telephone number of each new subscriber within the City prior to the activation of the new alarm system, or upon notification that an existing alarm system has been sold or transferred to another subscriber.~~

~~Whenever any change occurs relating to the written information required by this chapter, the applicant or permittee shall give written notice thereof to the Police Department within ten (10) days following such change.~~

(Code 1994, § 7-4-3)

Sec. 7-4-3. - Specific alarm regulations.

The alarm user shall at all times maintain the alarm system in a state of good repair. ~~The user will repair any malfunctioning alarm system within twelve (12) hours of discovery of a problem and will notify the Police Department when the malfunction has been remedied.~~

~~All alarm businesses shall have qualified repair and maintenance personnel available for call by the Police Department twenty four (24) hours a day, every day of the year. All alarm businesses shall have personnel available to respond at the request of the Police Department to any alarm location within thirty (30) minutes of notification.~~

All alarm users ~~shall~~ **may** provide the Police Department with a written list of at least two (2) persons who are authorized and available to respond to the Police Department on the alarm user's behalf regarding any alarms at such user's location within thirty (30) minutes of notification. Such list shall be on such form as is prescribed by the Police Department and ~~shall~~ **should** be updated by the alarm user no less than once per calendar year.

In the event an alarm system cannot be deactivated in a timely manner, such alarm business/user shall ~~be required to~~ provide personnel for surveillance to said business until such time as the alarm is deactivated (audible alarm) and/or the business is safely secured.

All alarm users shall notify the ~~Police Department Alarm Business~~ immediately prior to testing the alarm system or performing maintenance on the system. ~~Further, the user shall re-notify the Police Department immediately upon completion of testing or maintenance work.~~

~~All new alarm systems other than commercial fire alarms shall have reset capability to reset within fifteen (15) minutes. An alarm system cutoff shall be installed to override all malfunctioning reset systems. All audible alarms may not emit a sound similar to an emergency vehicle. The users of existing alarm systems will have one (1) year from the adoption of the ordinance from which this chapter is derived to convert such systems to comply with the provisions herein.~~

It is unlawful for any person or business to program or use an automatic dialing system to dial directly into the City's public safety communication centers, including, but not limited to, the City Police and Fire Departments and the Charleston County Consolidated 911 Dispatch Center, whether by dialing 911, a primary trunk line, or any other number or line leading into the City's public safety communication centers.

(Code 1994, § 7-4-4; Ord. No. 1996-17, 10-22-1996; Ord. No. 2011-04, § 2, 7-26-2011)

Sec. 7-4-4. - Alarm permits required.

~~No person or entity shall install or use an alarm system within the City without first applying for and receiving an alarm permit in accordance with the provisions of this chapter. Each system and each location shall require a permit. The alarm user shall be responsible for obtaining permit and ensuring full compliance with this section.~~

~~There shall be an initial \$25.00 alarm permit fee, due and payable by the user upon installation of the alarm system. The Police Department shall provide for an annual postcard permit renewal system which shall provide for free renewal to the user for permit renewals received by the Police Department during the month of January of the renewal year. There shall be a \$10.00 permit renewal fee due from the user for any renewals received by the City after January 31 of the renewal year.~~

~~Alarm permits shall expire on December 31 of each year. Applications for renewals of permits shall be processed in the same manner as applications for the initial permit.~~

~~Applications for an alarm permit shall be filed with the Police Department on forms provided by the Department. The application shall be signed and verified by the applicant and shall contain such information as the Department may require and must include the name, address and telephone number of a person or company who will render service or repairs during any hour of the day or night. Permits provided for in this chapter shall be issued by the Police Department and shall be nontransferable.~~

The alarm user/permittee shall supply on his application for a permit the names, addresses and phone numbers of at least two (2) persons to call in the event of an emergency. If the user/permittee has arranged for a service contract, emergency telephone numbers of the service company shall be supplied. The alarm user/permittee is responsible for updating the information provided to the Police Department.

(Code 1994, § 7-4-5; Ord. No. 1996-17, 10-22-1996; Ord. No. 2011-04, § 3, 7-26-2011)

Sec. 7-4-5. - Enforcement and penalties.

~~Failure to apply or re-apply for a permit as required by this chapter shall constitute a misdemeanor, and shall be punishable as set forth in section 1-3-66.~~

~~Failure to maintain an alarm system in compliance with this chapter, or to otherwise comply with the requirements herein, shall constitute grounds for the suspension or revocation of an alarm permit. The procedures as set forth in section 7-1-15 shall be used in enforcing the City's right to suspend or revoke an alarm permit. Any continued use of an alarm system after a permit for said system is suspended or revoked shall constitute a misdemeanor and shall be punishable as set forth in section 1-3-66.~~

~~For those entities or activities that are required by fire code, State statute, or otherwise, to have an active alarm system in operation, the City will notify the appropriate agency or agencies about the pending discontinuance of the alarm system prior to the suspension or revocation of such an alarm system. No alarm system that is installed in any commercial business, assembly, or multi-family dwelling may be removed or discontinued pursuant to the International Fire Code and International Building Code, as published by the International Code Council, Inc., and as adopted by the South Carolina Building Codes Council.~~

The United States Government, the State, counties, municipal corporations, departments thereof and other governmental entities are exempt from all fees and penalties required by this chapter, ~~provided that the governmental entity must be the owner of the alarm system. In the event the governmental entity contracts with or otherwise arranges with a person, business, or nongovernmental entity for an alarm system, all fees and costs shall be required from the said person, business or nongovernmental entity.~~

~~The making of a false alarm shall constitute a misdemeanor against the alarm user and shall be punishable as follows: Each user is allowed three (3) false alarms during each calendar year at each separately permitted location, for which no fine shall be assessed. Each user shall be subject to a fine of \$100.00 each for the fourth, fifth and sixth false alarms at such location received by the City during such calendar year. Each user shall be subject to a fine of \$200.00 each for the seventh and all subsequent false alarms at such location received by the City during such calendar year. Each user shall be mailed or given a written warning from the Police Department for the first three (3) false alarms during any calendar year.~~

~~Failure of an owner, lessee, manager, or other person pre-designated by the alarm user pursuant to section 7-4-4(c) or section 7-4-5(e), to respond to an alarm activation within thirty (30) minutes or a reasonable time thereafter upon notification by the City Police Department or Fire Department shall constitute a misdemeanor against the alarm user and shall be punishable as follows: Each user shall be subject to a minimum fine of \$100.00 each for the first and second violations. Each user shall be subject to a minimum fine of \$200.00 each for the third and all subsequent violations.~~

Unlawful use of an automatic dialing system in violation of section 7-4-4(g) shall constitute a misdemeanor, and shall be punishable as set forth in Section 1-3-66.

SECTION 2. That this Ordinance take effect and be in full force immediately.

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

Jimmy Carroll, Mayor

(Seal)

Attest:

City Clerk

First Reading: _____

Second Reading: _____

Ratification: _____