

City Council
6:00 p.m., Tuesday, August 27, 2019
Council Chambers
1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **INTRODUCTION OF MEETING** and notification that members of the press and public were duly notified in accordance with the Freedom of Information Act.
A. Invocation B. Pledge of Allegiance C. Roll Call
2. **READING OF THE JOURNALS OF PREVIOUS MEETINGS**
Regular Meeting of July 23, 2019
4. **CITIZENS' COMMENTS**
Presentation of CTC funded project, Sidewalk extension between the shoulder of IOP Connector and Palm Boulevard, by Meghan Smith, Charleston County Civil Engineer.
5. **REPORTS FROM STANDING COMMITTEES**
 - A. **Ways and Means Committee**
 1. Approval of the FY19-20 CARTA proposed budget
 2. Approval of the Leola Hanbury Award in the amount of \$500
 3. Award of a contract to Thomas & Hutton in the amount of \$229,500 for the design and engineering of the Phase III Drainage project (drainage improvements to the 30th, 36th and 41st Avenue outfalls) [Capital Projects, Public Works, CIP Phase 2 – 5 Drainage - \$200,000, p.17, ln.50]
 4. Award of a contract to Thomas & Hutton in the amount of \$62,600 for the design and engineering of the small internal projects in the Phase III Drainage project basin [Muni ATAX, Public Works, Drainage - \$500,000, pg.18, ln. 56]
 5. Award of a one-year contract to Host Compliance in the amount of \$13,500 for short term rental compliance monitoring
 - B. **Public Safety Committee** - no meeting in August
 - C. **Public Works Committee**
 - D. **Recreation Committee**
 - E. **Personnel Committee**
Recommendation of appointment of Nicole DeNeane as interim City Clerk
 - F. **Real Property Committee** - no meeting in August
6. **REPORTS FROM CITY OFFICERS, BOARDS AND COMMISSIONS**
 - A. **Accommodations Tax Advisory Committee** – no meeting in August
 - B. **Board of Zoning Appeals** – minutes attached
 - C. **Planning Commission** – minutes attached
7. **REPORTS FROM SPECIAL OR JOINT COMMITTEES** – None

8. PETITIONS RECEIVED, REFERRED OR DISPOSED OF – None

9. BILLS ALREADY IN POSSESSION OF COUNCIL

A. Second Reading of Ordinance 2017-08 - An ordinance to require that all subdivisions of lots be connected to the public sewer system and to require certain information related to sewer connection for the subdivision approval process.

B. Second Reading of Ordinance 2017-09 - An ordinance to provide that all new construction or substantial improvements shall be connected to a public sewer system where a public sewer line is located within one hundred fifty (150') feet and to reduce the lot coverage requirements and floor area requirements for lots with septic systems.

C. Second Reading of Ordinance 2017-10 - An ordinance to require mandatory connection to public sewer system where public sewer line is available upon the sale or transfer of property.

10. INTRODUCTION OF NEW BILLS, RESOLUTIONS AND PROCLAMATIONS

A. First Reading of Ordinance 2019-16 – An ordinance to amendments to ensure properties on the Isle of Palms are kept in a condition that is both safe to the public and maintains the character of the City.

B. First Reading by Title Only, of Ordinance 2019-17 – An Ordinance to provide amendments and provide clarity to the rules of procedure during public meetings.

11. MISCELLANEOUS BUSINESS

Next Meeting Date – 6:00 p.m., Tuesday, September 24, 2019 in Council Chambers

12. EXECUTIVE SESSION – if needed

Upon returning to open session, Council may take action on matters discussed in Executive Session

13. CONCLUSION/ADJOURNMENT

CITY COUNCIL

6:00 p.m., Tuesday, July 23, 2019

The regular meeting of City Hall was held at 6:00 p.m., Tuesday, July 23, 2019 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Moye, Smith and Ward, Mayor Carroll, Administrator Fragoso, Assistant City Attorney Tackett and Clerk Copeland; a quorum of Council was present to conduct business. Councilmember Rice was absent.

1. Mayor Carroll called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act. Following a brief invocation and the Pledge of Allegiance, Clerk Copeland called the roll.

At this point, the Mayor recognized that this was the last City Council meeting for Clerk Copeland because she will retire on Friday, August 2nd after twelve (12) years of service to the City; she was gifted a lovely bouquet of flowers.

The Mayor also praised the City's Fire Department personnel who were dispatched to an emergency call on Monday night for a four-month-old baby in cardiac arrest, and, with their training and skill, the baby is alive and well tonight. The Police and Fire Departments' personnel in attendance received a big round of applause from those present.

2. Appointment and Administration of Oath to New Employees

MOTION: Councilmember Bell moved to appoint as new employees of the City Liam Farrell, Andrea Harrison, Tharin Hamilton, Joshua Anderson, Dylan Graham, and Chris Sanders; Councilmember Ward seconded and the motion **PASSED UNANIMOUSLY.**

The Mayor swore in each person and gave a bit of anecdotal information about them to the audience.

3. Reading the Journals of Previous Meetings

MOTION: Councilmember Ward moved to approve the minutes of the Regular meeting of June 25, 2019 and the Special Meetings of July 5 and July 16, 2019 as submitted; Councilmember Moye seconded and the motion **PASSED UNANIMOUSLY.**

4. Citizens Comments

Presentation by Dominion Energy about tree pruning on the island

Rep-resenting Dominion Energy were Jennifer Hightower, Economic Development and Local Government Manager, Bill Turner, Vice President of Electric Operations, and Clay Chaplain, a Forester and an Arborist. The PowerPoint presentation is attached to the historical record of the meeting.

Mr. Turner stressed that safety was Dominion Energy's first concern, safety for their employees, safety for island employees, safety for first responders, and the general population, tree trimming

was one (1) way that they accomplish this. They are trying to be proactive by holding public meetings in the local municipalities to explain their process and to address any issues individual property owners might have. They will hold a public workshop at the Recreation Center from 5:00 p.m. to 7:00 p.m. on Wednesday, August 7th, and he encouraged residents to attend.

Mr. Turner reported that tree pruning would begin on the island in late August or early September, and he wanted to explain the rules that will be in play when the trees were cut back. Customers on the island will be sent notifications before the cutting begins either by mail or email; included in the information will be a phone number for people to call if they have questions or concerns about a tree or trees on their property.

Clay Chaplain, a registered arborist, explained that the standard specifications for distribution line clearing are

- A minimum clearance of 10 feet to the side from the outermost primary conductor;
- A minimum of 20 feet clearance above the highest primary conductor;
- A minimum of 20 feet clearance below bottom most primary conductor for 4 feet below neutral;
- Certain conditions exist that preclude these clearances such as significant size parent limbs/leaders and large trunks that are located less than 10 feet from outermost primary conductor.

He clarified that the primary line was typically the highest wire and the second wire would be the neutral line.

Mayor Carroll reported that a map of the work areas was on the City's website.

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Administrator Fragoso re-emphasized that residents with concerns should contact Dominion Energy through the phone number provided. Frequently a staffer familiar with the tree trimming processes will make a house call to confer with the concerned resident.

Once again, the public forum will be held from 5:00 p.m. to 7:00 p.m. on Wednesday, August 7th at the Recreation Center.

4. Citizens' Comments

As the organizer of the IOP Cleanup Crew, Katrina Limbach, 5 Duck Lane, expressed her supporter of putting lidded trashcans on the beach, but she understood that the City had to back away because they cost three hundred dollars (\$300) each. Additionally, at first look the lidded trashcans could not be emptied using the existing equipment. She has done a good deal of research and found and purchased a lidded can that she believes will work with the City's equipment, and she brought it to the meeting so the City could test it with its equipment. She volunteered to assist the City staff with developing a campaign to "put a lid on trash" that would encourage residents to contribute the two hundred eighty dollars (\$280) to buy them, and she was confident that they would.

Michael Fiem, co-owner of Tidalwave Watersports, stated that the present Council was the best he has worked with because the members have called him and met with him to learn about their business, and they were most appreciative. He reported that the engine on the parasail boat had exploded and that the replacement engine was costing seventy-two thousand dollars (\$72,000). When they have gone to lending agencies to take out a loan to pay for a new one, they have been

refused credit because the City has stated publicly that it will not renew their lease beyond September 2020. They had also received two (2) communications from the City; the first informed them that their request for the use of one (1) of the restaurant docks would not be approved until the City received the response from OCRM and the Army Corps of Engineers, and the second was the written notice that the City would not renew or exercise the option to renew their existing lease. He opined that the situation has gotten more complicated than necessary, and he stated that he and his partners have become very frustrated. He continued that he has felt that a particular Councilmember was doing everything possible to push them out of the IOP Marina. In the course of his comments, Mark Fiem distributed a host of paperwork that will become part of the historical record.

Stuart Colman, 10 Live Oak Drive in the Wildwood Road subdivision, he addressed the neighborhoods concerns about the emergency entrance being proposed by the Wild Dunes Community Association (WDCA). The full text of his comments is attached to the historical record of the meeting. He reported that a meeting had been held with the interested parties present, and the neighbors had presented Dave Kynoski with an alternate location for the emergency entrance that would not impact the Wildwood Road community. Mr. Kynoski agreed to take their recommendation to the Association's Safety Committee for their consideration. Mr. Colman asked that City Council support their recommendation for the proposed alternate location.

Gary Nestler, 17 – 22nd Avenue and a volunteer fireman for the City, commented about this Council's dedication to fairness and transparency; he opined that if so much "heat" existed between a Councilmember and Mr. Fiem that, possibly, the Councilmember should recuse himself from any decisions Council might be asked to make regarding Tidalwave Watersports. Mr. Nestler thought that recusal was the responsible and fair action to take.

5. Reports from Standing Committees

A. Ways and Means Committee

Reporting on the meeting of July 11th, Councilmember Ward stated that Treasurer Suggs was expecting to end the year on a very positive note with a large net positive result due in part to projects that did not progress as expected and for which funds would be carried forward to FY20 and to FY21. The City's continued to have positive financial results in June but expenditures and some revenues remain to be accrued. The current forecast estimates that the General Fund will be one point nine million dollars (\$1,900,000) greater than budgeted. The forecast assumes that the positive net result will roll forward to the FY20 Capital Projects fund to cover the big dollar projects the City is facing, i.e. the remediation of the Public Safety Building, drainage issues, and the marina docks rehabilitation. The biggest contributors to the net positive result for revenues were Business Licenses at four hundred sixty-two thousand dollars (\$462,000), Building Permits at three hundred eight thousand dollars (\$380,000) and Parking Fees at one hundred thirty-nine thousand dollars (\$139,000). For expenditures, the categories most under budget were personnel vacancies in City Hall, the Police Department and Public Works by five hundred forty thousand dollars (\$540,000), Professional Services at one hundred twenty-four thousand dollars (\$124,000), Utilities at sixty-seven thousand dollars (\$67,000) and Training/Tuition Reimbursement at fifty-four thousand dollars (\$54,000). The audit will begin in October. A preliminary concept for the development of 1100 Palm was pitched by a developer; he wanted to know whether the City would consider having a boutique hotel on that property before he invested time and money into it.

MOTION: Councilmember Ward moved to award a contract to Trident Construction in the amount of \$395,646.90 for Phase 2 of the Public Safety Building rehabilitation project; Councilmember Buckhannon seconded and the motion PASSED UNANIMOUSLY.

The next Ways and Means Committee meeting will be at 5:00 p.m., Tuesday, August 20, 2019 in Council Chambers.

B. Public Safety Committee

Councilmember Buckhannon recapped the meeting of July 1, 2019 and noted that a large contingent of the residents of the Wildwood Road community sought support from the Committee for rejecting Wild Dunes request to add an emergency exit the would impact their neighborhood. The Committee discussed ways that the City could tighten up its standards for dilapidated structures which will come up for First Reading later in the meeting. By way of an update, the Administrator reported that she spoke with Andy Benke, her counterpart at Sullivan's Island, about sharing the costs related to a surveillance camera for Breach Inlet, and he was willing to evaluate the possibility of sharing in the costs. When the Committee discussed extending bike lanes on Palm Boulevard from 41st to 57th Avenues, the Administrator recalled that the City has included this request to CTC and TST as a priority, but they have not provided any funding. She planned to re-write the application for funding in hopes of renewing their interest in the project and acquiring funding. Following up on the request for crosswalks on Palm Boulevard from 41st Avenue to the 2nd gate into Wild Dunes, the Committee was informed that the City has asked SCDOT to study the feasibility of crosswalks on the Palm between these points. This discussion morphed into one about the 20th Avenue crosswalk; the Committee was interested in learning the cost of activated crosswalk signals. An encroachment permit application will be submitted to SCDOT after the City gets an easement from the Beachside community for the area where the golf cart path now travels. Chief Cornett has learned from the BSOs on the street that six (6) was the ideal number of BSO assigned to traffic details, and, assuming more BSOs can be hired this summer, he plans to deploy them to the beach for enforcement of the plastics ban recently adopted by Council. In meeting with Cynthia Wilson, the County Park manager, she agreed to start opening the gate at 7:30 a.m. instead of 8:00 a.m. in an effort to eliminate the line from forming and encroaching into the intersection. Ms. Wilson told Chief Cornett that Charleston County Parks and Recreation were considering putting kiosks in the County Parks' parking areas, which would permanently eliminate the backup at the gate. The Committee unanimously approved the Mutual Aid Agreement with Sullivan's Island.

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The Public Safety Committee will hold its next meeting at 9:00 a.m., Monday, September 9th, 2019 in the City Hall Conference Room.

Chief Cornett recalled that, shortly after he was named Chief, Sullivan's Island's Chief Griffin reached out to him about the mutual aid agreement between the two (2) municipalities; the call prompted a search by Chief Cornett to locate the City's mutual aid agreement and to determine which were current since a law change in 2016. What he found was that the only agreements that have been updated since 2016 were the agreements with Charleston County and the City of Charleston; the agreement in the packet will allow the City of Isle of Palms to share its public safety resources with Sullivan's Island.

MOTION: Councilmember Ward moved to approve the Mutual Aid Agreement with the Town of Sullivan's Island; Councilmember Smith seconded and the motion PASSED UNANIMOUSLY.

Administrator Fragoso asked to be allowed to provide additional information on the proposed exit through the Wildwood neighborhood. She recalled that last year a power pole was downed between 41st and 46th Avenue in Wild Dunes, and, until it was standing again, public safety personnel were forced to block access to that area from Palm Boulevard. To complete the repair and re-erect the pole took some five to six (5 – 6) hours, and for that period of time access into and out of Wild Dunes was not possible. Since then the residents of Wild Dunes have reached out to the WDCA asking for an alternate exit point to use in emergencies. In a meeting that included SCDOT, Dave Kynoski of the WDCA, and the City Administrator to review and consider the options, and SCDOT recommended the route through Wildwood Road. A public right-of-way is at the end; therefore, The WDCA must get an encroachment permit through SCDOT. When the residents of the Wildwood neighborhood came to the Public Safety meeting, they voiced concerns, including what would constitute an emergency; they were worried that it would become a commonly used way in and out of Wild Dunes. Both Chiefs have looked at the area and agree that a vulnerability exists there; if located there, the WDCA does not plan for it to become a third entrance/exit from the resort. If the emergency gate is located there, it will have a locking gate that only the IOP Police and Fire Departments will be able to access.

- C. Public Works Committee – no meeting in July**
- D. Recreation Committee – no meeting in July**
- E. Personnel Committee – no meeting in July**
- F. Real Property Committee**

Reporting on the meeting of July 3rd, Councilmember Bell stated that Jay Clarke of Morgan Creek Grill asked that the restaurant again be allowed to lease four (4) Intracoastal docks from June 1, 2019 through the end of their lease in October 31, 2020; the docks referred to were the docks that the restaurant leased until May 31, 2019. A vote was taken on leasing one (1) of these docks to Tidalwave Watersports, but the issue was sent back for further discussion. The Committee has not taken any action on Tidalwave's request because neither OCRM nor the Army Corps have issued responses to the permit requests. Kirby Marshall of ATM told the Committee that they have completed the final documents for the permit applications for the rehabilitation of the marina docks. Councilmember Bell said that he was acting pursuant to the direction of the City staff when he stated that the City was not going to enter into a lease renewal or a new lease with Tidalwave until the City received responses, either letters or new permits, from the regulatory agencies.

Commenting on the lease renewal for Tidalwave Watersports, Administrator Fragoso opined that a certain degree of confusion existed regarding OCRM due to the nuances in the law. She stated that she suggested that, until the City learns what OCRM and the Corps will permit, it could wind up repeating what has happened in the past where the City's lease with Tidalwave was not in agreement with the permit stipulations. She added that the City has the ability to renegotiate a lease with the condition that it could be revised depending on the requirements of the permit(s); she commented that she did not think that the City or the tenant wanted to take such a risk. The Administrator acknowledged that this was frustrating for the tenant, and she was sympathetic to their feelings.

Administrator Fragoso recalled that last year City Council had instructed staff that the City should go through the competitive bidding process for new contracts and leases to insure that the City

was getting the best value for its money. She cited Coastal Science and Engineering's beach monitoring contract as an example; it was re-bid this year despite their having held sole-source contracts for many years. The City Code gives Council the flexibility to decide whether it would be in the City's best interest to go through the bidding process.

Under "New Business" at the Real Property Committee meeting, Jeremy Graves, a local developer, reviewed his concept for a boutique hotel at 1100 Palm; he wanted to get the Committee's feeling about it before he invested additional money into it. He made the same presentation for the same reason to the Ways and Means Committee at last week's meeting. The Committee also approved the proposal from Trident Construction for second phase of work on the Public Safety Building rehabilitation; the cost will be paid from the five point two million dollars (\$5,200,000) budgeted for the repairs and replacements for the project. On the subject of the marina restaurant RFP, the "calls for offers" are due August 31st by the end of the workday. The Committee also reviewed the insurance policies the City holds on its buildings and the marina; Councilmember Ferencz was interested on knowing if the City was covered for any damages to the docks or for loss of revenue to the City for Morgan Creek Grill or Marina Joint Ventures. The Administrator said that she would review the documents relative to loss of revenue to the City; she also indicated that the dock coverage would likely be increased once the new docks are in place.

The Real Property Committee will not meet in August, but is scheduled to meet at 9:00 a.m., Wednesday, September 4th.

6. REPORTS FROM CITY OFFICERS, BOARDS AND COMMISSIONS

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

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7. REPORTS FROM SPECIAL OR JOINT COMMITTEES – None

8. PETITIONS RECEIVED, REFERRED OR DISPOSED OF – None

9. BILLS ALREADY IN POSSESSION OF COUNCIL

- A. Second Reading of Ordinance 2019-12 - AN ORDINANCE AMENDING TITLE 7, LICENSING AND REGULATIONS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, CHAPTER 3, BEACH AND MARINE RECREATION REGULATIONS.**

MOTION: Councilmember Ward moved to waive the reading and to approve for Second Reading Ordinance 2019-12; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

- B. Second Reading of Ordinance 2019-14 – AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 2, ANIMALS, ARTICLE B: DOGS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES, TO RECOMMEND ALL DOGS, RESIDENT AND NON-RESIDENT, TO HAVE A WRITTEN PERMIT FROM THE CITY AT NO COST AND STATE ISSUED TAG TO SERVE AS PROOF OF RABIES INOCULATION AND TO ADOPT LANGUAGE IN THE ORDINANCE TO REQUIRE PROOF OF CURRENT RABIES INOCULATION.**

MOTION: Councilmember Buckhannon moved to waive the reading and to approve for Second Reading Ordinance 2019-14; Councilmember Moye seconded and the motion PASSEED UNANIMOUSLY.

C. Second Reading of Ordinance 2019-15 – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ISLE OF PALMS TO EXECUTE THE NECESSARY DOCUMENTS TO ENTER INTO THAT CERTAIN FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF ISLE OF PALMS AND BARRIER ISLES, LLC, ATTACHED HERETO AS EXHIBIT I AND INCORPORATED HEREIN BY REFERENCE.

MOTION: Councilmember Moye moved to waive the reading and to approve for Second Reading Ordinance 2019-15; Councilmember Ward seconded.

AMENDMENT: Councilmember Ferencz moved to amend the 4th lease amendment to eliminate the language on page 2, lines 4 and 5 specifying the equipment to be stored in a dock leased to Tidalwave Watersports; Councilmember Ward seconded and the amendment PASSED UNANIMOUSLY.

VOTE on the AMENDED MOTION: The vote PASSED UNANIMOUSLY.

10. INTRODUCTION OF NEW BILLS, RESOLUTIONS AND PROCLAMATIONS

First Reading, by title only, of Ordinance 2019-16 – TITLE 6 HEALTH AND SANITATION, CHAPTER 1 GENERAL PROVISIONS, ARTICLE B NUISANCES, AND ARTICLE C MAINTENANCE OF PROPERTY, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES

MOTION: Councilmember Ward moved to approve for First Reading, by title only, Ordinance 2019-15; Councilmember Ferencz seconded and the motion PASSED UNANIMOUSLY.

11. MISCELLANEOUS BUSINESS

Filing for the November Election will begin Monday, August 5th. The filing fee for City Council is \$100, and candidates can file at City Hall. The filing period ends promptly at noon on Monday, August 19.

Next Meeting Date – 6:00 p.m., Tuesday, August 27, 2019 in Council Chambers

12. EXECUTIVE SESSION - UNNECESSARY

13. CONCLUSION/ADJOURNMENT

MOTION: Councilmember Buckhannon moved to adjourn the meeting at 7:42 p.m.; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:
Marie Copeland, City Clerk

STATE	COUNTY	D&F PROJECT NO.	ROUTE NO. TOP CONNECTOR	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	ISLE OF PALMS CONNECTOR	1	10

CHARLESTON COUNTY TRANSPORTATION COMMITTEE

PROPOSED PLAN FOR
ISLE OF PALMS CONNECTOR SIDEWALK

INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTALS
1	TITLE SHEET	1
3	TYPICAL SHEET	1
5	GENERAL CONSTRUCTION NOTES	1
5A	REFERENCE DATA SHEET	1
6	PLAN SHEET	1
EC1	EROSION CONTROL NOTES	1
XI- X2	CROSS SECTIONS	2
DI-D3	DETAIL SHEETS	3
TOTAL SHEETS		10

NPDES PERMIT INFORMATION

NPDES Disturbed
Area = 0.10 Acres

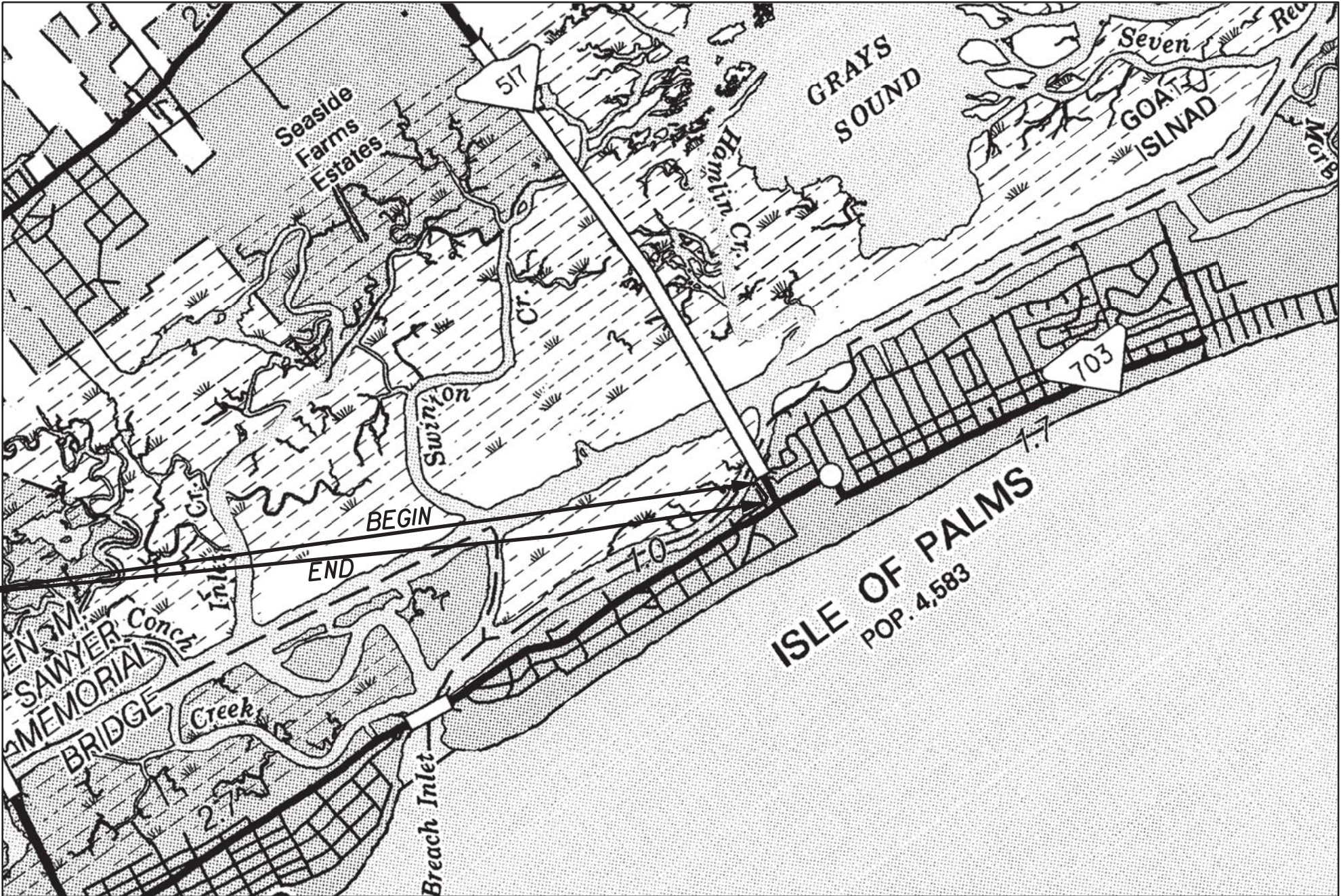
Approximate Location of Roadway is:

Longitude 79° 47' 17" W

Latitude 32° 47' 19" N

Hydrology and NPDES Design
provided by:

Davis & Floyd



LAYOUT
NTS

CHARLESTON COUNTY

PROJECT LIMITS FOR ISLE OF PALMS CONNECTOR SIDEWALK

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 811

PALMETTO UTILITY PROTECTION SERVICE

NET LENGTH OF ROADWAY	0.093	MILES
NET LENGTH OF OUTFALL	0.000	MILES
NET LENGTH OF PROJECT	0.093	MILES
LENGTH OF EXCEPTIONS	0.000	MILES
GROSS LENGTH OF PROJECT	0.093	MILES

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO
CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007
EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD
CONSTRUCTION.

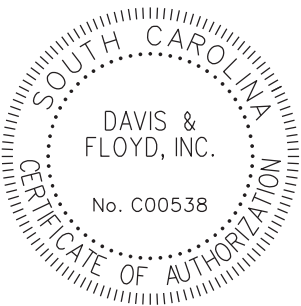
DAVIS & FLOYD
SINCE 1954

WWW.DAVISFLOYD.COM

3225 W. MONTAGUE AVENUE
CHARLESTON, SC 29416
(843) 554-8602

CONSULTING ENGINEERING
FIRM

CONSULTANT -
PROJECT ENGINEER



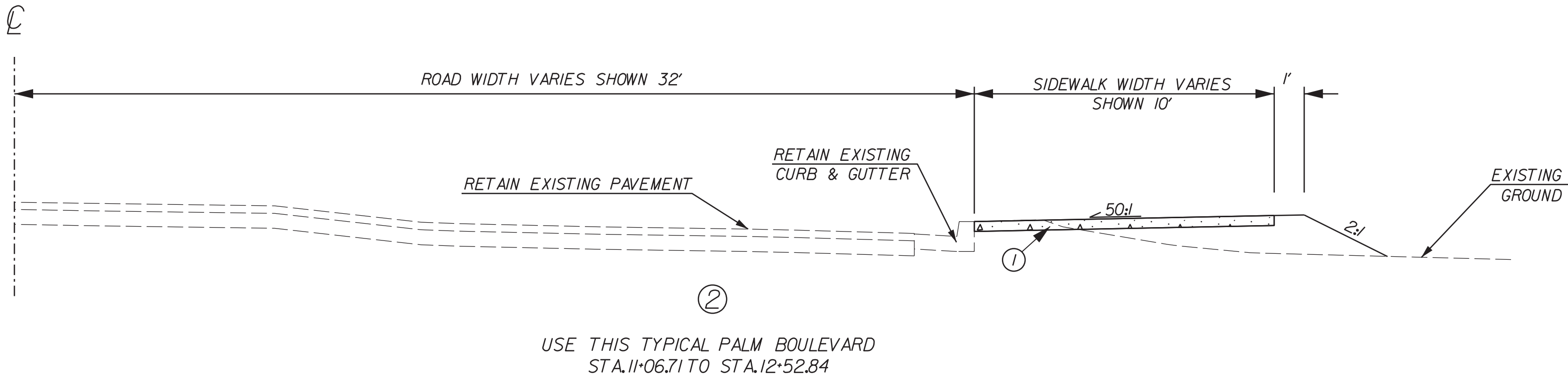
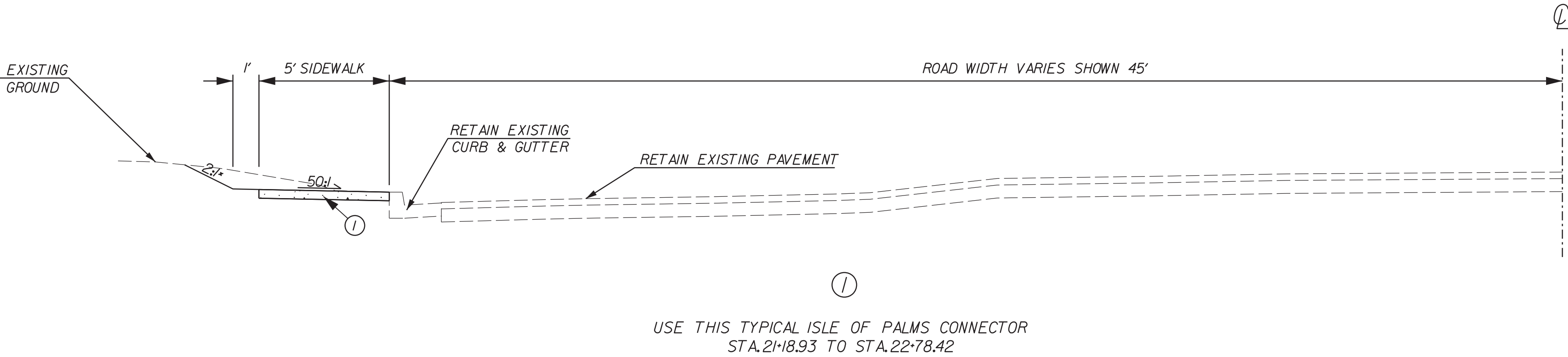
FOR CONSTRUCTION : _____
DATE

RAILROAD INVOLVEMENT?
YES / NO

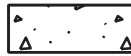
STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	3	

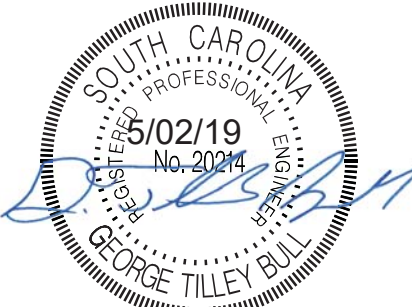
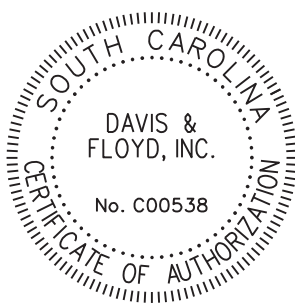
TYPICAL SIDEWALK SECTION

* SLOPE VARIES STA.21+75.44 TO STA.22+25.00 USE 4" CONCRETE FOR SLOPES STEEPER THAN 2:1. SEE CROSS SECTIONS FOR MORE INFORMATION



PAVEMENT LEGEND

①  4" CONCRETE SIDEWALK/SHARED USE PATH



DAVIS & FLOYD
SINCE 1954

WWW.DAVISFLOYD.COM

3229 W. MONTAGUE AVENUE
CHARLESTON, SC 29406
(843) 554-8602

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DCN.	AMS	DATE	
R/W		DATE	
CHK.	GTB	DATE	

CHARLESTON COUNTY TRANSPORTATION COMMITTEE PROJECTS	
ISLE OF PALMS CONNECTOR SIDEWALK TYPICAL SECTION	
NTS	

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	5	

GENERAL CONSTRUCTION NOTES:

THE CONTRACTOR MUST PERFORM ALL WORK IN ACCORDANCE WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST EDITION), SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), SCDOT TRAFFIC SIGNAL SPECIFICATIONS, AND THE MUTCD, 2009 EDITION.

THE CONTRACTOR SHALL IMPLEMENT EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT THE TRANSFER OF SUSPENDED SOLIDS AND/OR CHEMICAL SOLUTIONS OFF-SITE, AND TO PREVENT EXCESSIVE SILTATION OF EXISTING DRAINAGE PIPES, CULVERTS, AND DITCHES. THE CONTRACTOR SHALL ROUTINELY INSPECT AND MAINTAIN THESE DEVICES. ALL CHECK DAMS AND RIPRAP SHOWN ARE CLASS B UNLESS OTHERWISE STATED.

THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE FACILITIES SHOWN ON THE PLANS ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE UTILITIES INFORMATION SHOWN ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION OF ALL UTILITIES BEFORE CONSTRUCTION. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THAT THE PROPER COORDINATION WITH THE VARIOUS UTILITY OWNERS HAS BEEN PERFORMED. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY DURING RELOCATION OPERATIONS.

THE LOCATION OF UTILITIES SHOWN IN THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS DESIGNATED BY A TEST HOLE. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR OR COORDINATE WITH UTILITY OWNERS TO REPAIR ANY DAMAGES DUE TO CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.

THE CONTRACTOR SHALL NOT STORE ANY MATERIALS OR EQUIPMENT WITHIN 15 FT OF THE EDGE OF TRAVEL WAY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMISSION TO STORE EQUIPMENT ON ADJACENT PROPERTIES.

PIPE LENGTHS THAT ARE SHOWN ON THE PLANS ARE ROUNDED TO THE NEAREST 4' INCREMENT AND CALCULATED ALONG THE PIPE SLOPE FROM CENTER OF BOX TO CENTER OF BOX. FIELD ADJUSTMENTS OF THE ACTUAL PIPE LENGTHS MAY BE NECESSARY.

ANY COSTS ASSOCIATED WITH REMOVING EXISTING PIPE SHALL BE INCLUDED IN THE COST OF PLACING NEW PIPE.

FINAL SURFACE COURSE ON ALL ROADWAYS SHALL NOT BE PLACED UNTIL ALL DRAINAGE AND CURB AND GUTTER INSTALLATIONS ARE COMPLETE.

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PROPER DEWATERING PROCEDURES TO PREVENT THE FLOW AND ACCUMULATION OF SURFACE AND GROUND WATER IN EXCAVATED AREAS. ALL OF THE WATER PUMPED OR DRAINED SHALL BE DISPOSED OF WITHOUT UNDUE INTERFERENCE WITH OTHER WORK OR DAMAGE TO PAVEMENTS AND OTHER SURFACES OR PROPERTY. DISCHARGED WATER FROM ALL DEWATERING OPERATIONS SHALL BE FILTERED IN ACCORDANCE WITH SCDHEC OR OCRM REGULATIONS OR AS APPROVED BY THE ENGINEER. A PLAN FOR DEWATERING SHALL BE SUBMITTED TO THE RESIDENT CONSTRUCTION ENGINEER AND OCRM FOR APPROVAL PRIOR TO ANY WORK BEING PERFORMED WHERE DEWATERING IS REQUIRED. ONCE APPROVED AN ADDITIONAL COPY OF THE PLAN SHOULD BE PROVIDED TO GEORGETOWN COUNTY PUBLIC WORKS.

THE CONTRACTOR SHALL PROVIDE A DETAILED CONTRACTOR'S EROSION CONTROL PLAN TO THE RESIDENT CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO COMMENCING ANY WORK ON THE PROJECT.

THE CONTRACTOR SHALL PROVIDE A DETAILED TRAFFIC CONTROL PLAN TO THE RESIDENT CONSTRUCTION MANAGER FOR APPROVAL BEFORE STARTING ANY WORK ON THE PROJECT. THIS PLAN SHALL INCLUDE DETAILS CONCERNING PLACEMENT OF REFLECTORIZED BARRELS, CONES, AND/OR TYPE 2 BARRICADES IN ACCORDANCE WITH THE 2009 MUTCD.

THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES AND UTILITIES OR TO MINIMIZE TRENCH WIDTH AS REQUIRED. PAYMENT FOR SUCH MEASURES IS INCLUDED IN THE BID PRICE FOR THE ITEM BEING CONSTRUCTED.

WHERE STORM PIPES AND STRUCTURES ARE IDENTIFIED TO BE ABANDONED IN PLACE, THE FOLLOWING PROCEDURES SHALL BE UTILIZED:

PIPES: PLUG END(S) WITH BRICK AND GROUT.
STRUCTURES: REMOVE RIM/COVER AND CONE OR TOP SLAB.
PLUG PIPE OPENINGS WITH BRICK AND GROUT.
FILL STRUCTURE WITH FLOWABLE FILL TO BOTTOM OF PAVEMENT SECTION.
TEMPORARY ASPHALT IF NEEDED.

ANY COSTS ASSOCIATED WITH ABANDONING PIPES OR STRUCTURES SHALL BE INCLUDED IN THE COST OF PLACING NEW PIPE OR STRUCTURES ACCORDINGLY.

THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS SHOWN ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCING CONSTRUCTION.

THE ENGINEER RESERVES THE RIGHT TO ADJUST THE LOCATION OF ALL PROPOSED IMPROVEMENTS TO MEET FIELD CONDITIONS IF NECESSARY.

STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

ALL DISTURBED AREAS SHALL BE SEEDED AFTER GRADING IS COMPLETE OR WITHIN 7 DAYS AFTER WORK STOPS IN AN AREA UNLESS WORK IS TO RESUME IN THAT AREA IN LESS THAN 21 DAYS.

NOTE:

1. IF A SIGN MARKED TO BE RELOCATED IS DAMAGED BY THE CONTRACTOR, THE CONTRACTOR IS RESPONSIBLE FOR REPLACING THE SIGN.
2. CONTRACTOR IS TO SAW-CUT CONNECTIONS TO EXISTING ROADWAYS AND/OR DRIVEWAYS WHERE APPLICABLE.

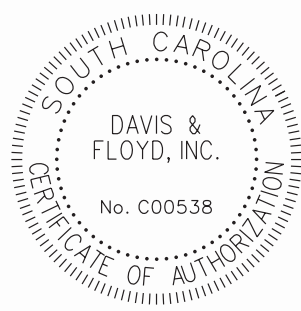
STANDARD SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CONCRETE MARKER		STATE LINE		MARSH/SWAMP		BUILDING
	R/W MONUMENT		COUNTY LINE		PAMPAS GRASS		B.M. 124
	PROPERTY CORNER		CITY LIMITS		SPOT ELEVATION		FILL CAP FOR UNDERGROUND TANK
	PROPERTY PIN		PRESENT RIGHT-OF-WAY /PROPERTY LINE		WITNESS POST		PARKING METER
	SIGN		PRESENT RIGHT-OF-WAY /EXISTING CONTROL OF ACCESS		ELECTRIC OUTLET/RESIDENTIAL		VACUUM/COMMERCIAL
	NEW SIGN		NEW RIGHT-OF-WAY		SEDIMENT DAM		SEDIMENT FILTER
	ELECTRIC PEDESTAL		NEW RIGHT-OF-WAY /NEW CONTROL OF ACCESS		TREE/SHRUB (NOT SURVEYED)		TREE/SHRUB (SURVEYED)
	UNDERGROUND TANK		CONSTRUCTION LIMITS		WOODED AREA OUTLINE		TREE LINE
	WELL		EXISTING FENCE		R/R CROSSING ARM		R/R MILE POST
	AIR CONDITIONER		NEW FENCE		R/R SIGNAL		R/R SIGNAL BOX
	COLUMN		EXISTING PAVED ROAD		NEW PAINTED MEDIAN		NEW CONCRETE SIDEWALK/ MEDIAN/DITCH GUTTER
	RADIO/TV/CELLULAR TOWER		EXISTING DIRT ROAD				
	SATELLITE DISH		EXISTING PAVED ROAD WITH CURB & GUTTER				
	GRAVE						
	SPRING						
	GEODETIC MARKER						
	FLOOD/GROUND LIGHT						
	TELEPHONE BOX						
	WATER SPIGOT						
	SPRINKLER						
	FLAG POLE						

INCLUSION ITEMS

THE FOLLOWING QUANTITIES ARE NOT SHOWN IN DETAIL ON THE PLANS BUT ARE INCLUDED IN THE SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.

DESCRIPTION	UNIT	QUANTITY	DESCRIPTION
MOBILIZATION	LS	NEC	PER CONTRACT DOCUMENTS
CONSTRUCTION STAKES, LINES & GRADES	EA	1	PER CONTRACT DOCUMENTS
UNCLASSIFIED EXCAVATION	CY	94.000	FOR ARTIFICIAL SURFACE REPLACEMENT
BORROW EXCAVATION	CY	123.000	FOR ARTIFICIAL SURFACE REPLACEMENT
MAINTENANCE STONE	TON	20.000	WHERE DIRECTED BY ENGINEER
PERMANENT VEGETATION	MSY	0.651	FOR ALL DISTURBED AREAS
TEMPORARY VEGETATION	MSY	0.651	FOR ALL DISTURBED AREAS
SILT FENCE	LF	200.000	WHERE DIRECTED BY ENGINEER
PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	64.000	WHERE DIRECTED BY ENGINEER
CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	LF	50	WHERE DIRECTED BY ENGINEER
STABILIZED CONSTRUCTION ENTRANCE	SY	146.000	WHERE DIRECTED BY ENGINEER
WARM MIX ASPHALT OPEN GRADED FRICTION COURSE	TON	36.750	FOR ARTIFICIAL SURFACE REPLACEMENT
LIQUID ASPHALT BINDER PG64-22	TON	3.000	FOR ARTIFICIAL SURFACE REPLACEMENT
AGGREGATE NO. 789	CY	35.000	FOR ARTIFICIAL SURFACE REPLACEMENT
AGGREGATE NO. 57	CY	60.000	FOR ARTIFICIAL SURFACE REPLACEMENT
GEOTEXTILE FOR DRAINAGE FILTRATION(FABRIC UNPROTECTED) CLASS 2	CY	96.000	FOR ARTIFICIAL SURFACE REPLACEMENT



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DGN.	AMS	DATE	
R/W		DATE	
CHK.	GTB	DATE	

CHARLESTON COUNTY
TRANSPORTATION COMMITTEE PROJECTS

ISLE OF PALMS CONNECTOR
SIDEWALK
GENERAL CONSTRUCTION NOTES

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	5A	

CONTROL POINTS						
		NORTHING	EASTING	STATION	OFFSET	
CP*1	NAIL	349636.4068	2372343.0974	13+09.23	0.35' RT	
CP*2	NAIL	349751.8481	2372431.7546	20+86.70	52.69' LT	
CP*3	NAIL	349896.6940	2372453.1496	22+01.54	144.82' RT	

BENCHMARKS						
		NORTHING	EASTING	STATION	OFFSET	ELEVATION
BM*1	NAIL IN UTILITY POLE	349735.0666	2372441.9834	20+67.06	52.36' LT	11.01
BM*2	X IN CONCRETE	349612.2659	2372271.7084	12+59.78	52.21' RT	10.49

Beginning chain IOP_CONN description
=====

Point 251 N 349,703.0184 E 2,372,520.6911 Sta 20+00.00

Course from 251 to 252 N 29°56'34.00"W Dist 601.5400

Point 252 N 350,224.2675 E 2,372,220.4415 Sta 26+01.54

=====

Ending chain IOP_CONN description

Beginning chain PALM_BLVD description
=====

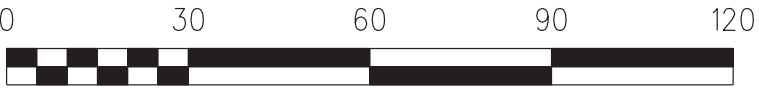
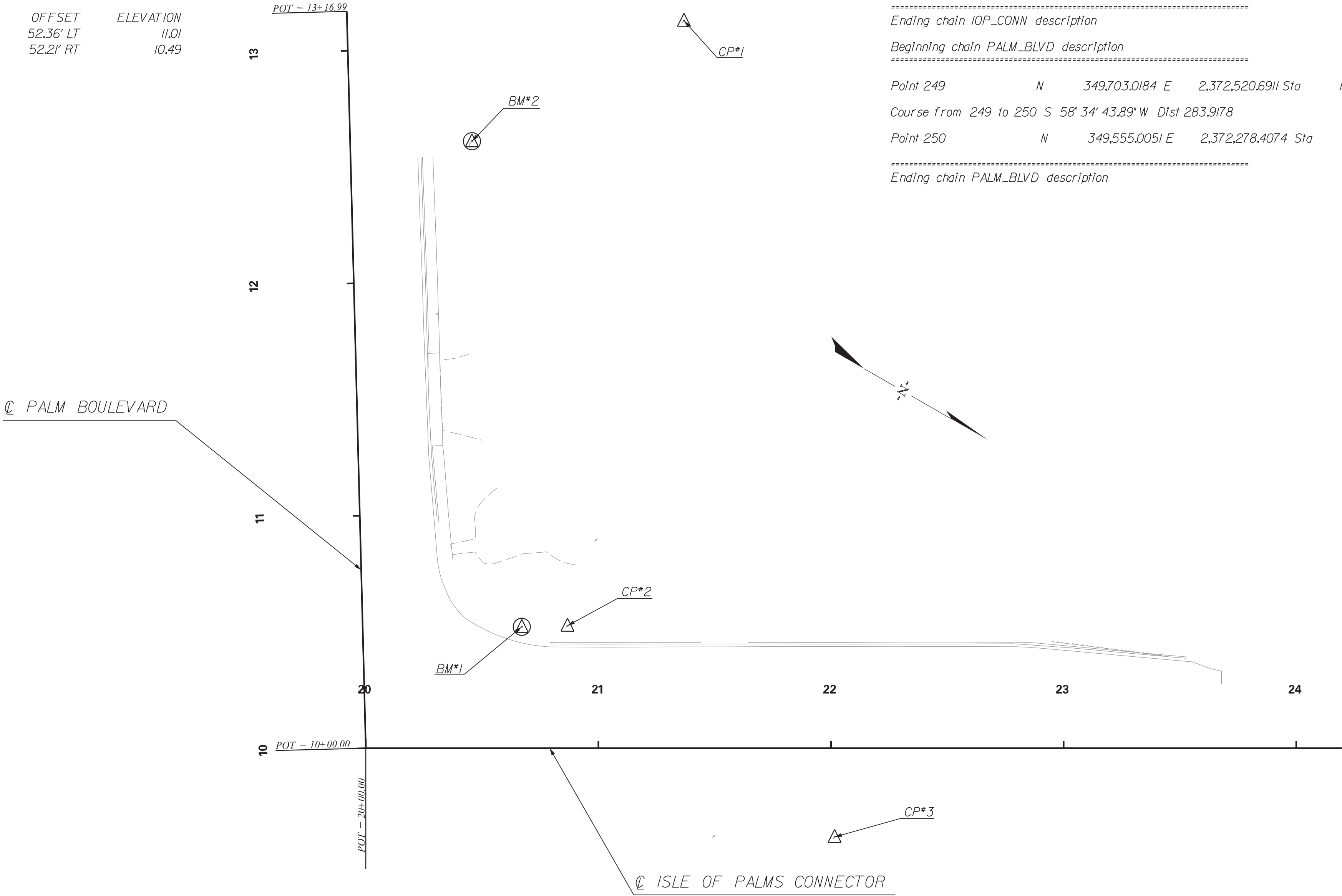
Point 249 N 349,703.0184 E 2,372,520.6911 Sta 10+00.00

Course from 249 to 250 S 58°34'43.89"W Dist 283.9178

Point 250 N 349,555.0051 E 2,372,278.4074 Sta 12+83.92

=====

Ending chain PALM_BLVD description



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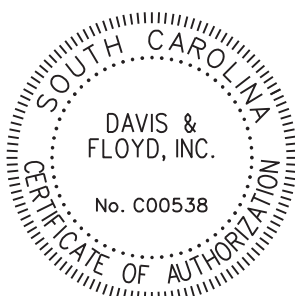
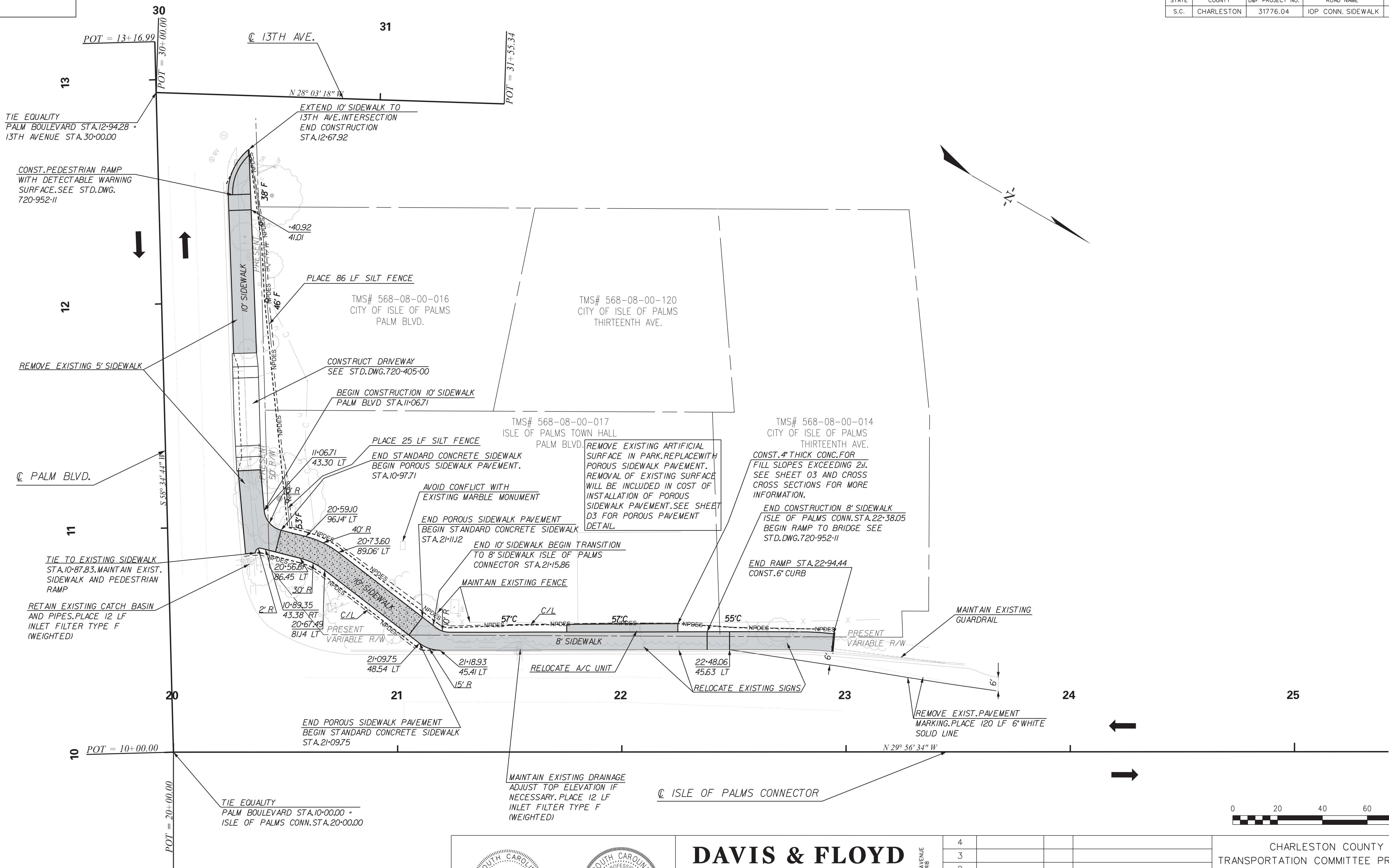
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DCN.	AMS	DATE	
R/W		DATE	
CHK.	GTB	DATE	

CHARLESTON COUNTY
TRANSPORTATION COMMITTEE PROJECTS

ISLE OF PALMS CONNECTOR
SIDEWALK
REFERENCE DATA SHEET

SCALE 1"= 30'

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	06	

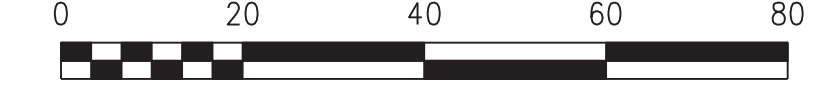


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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R/W	DATE		
CHK.	GTB	DATE	



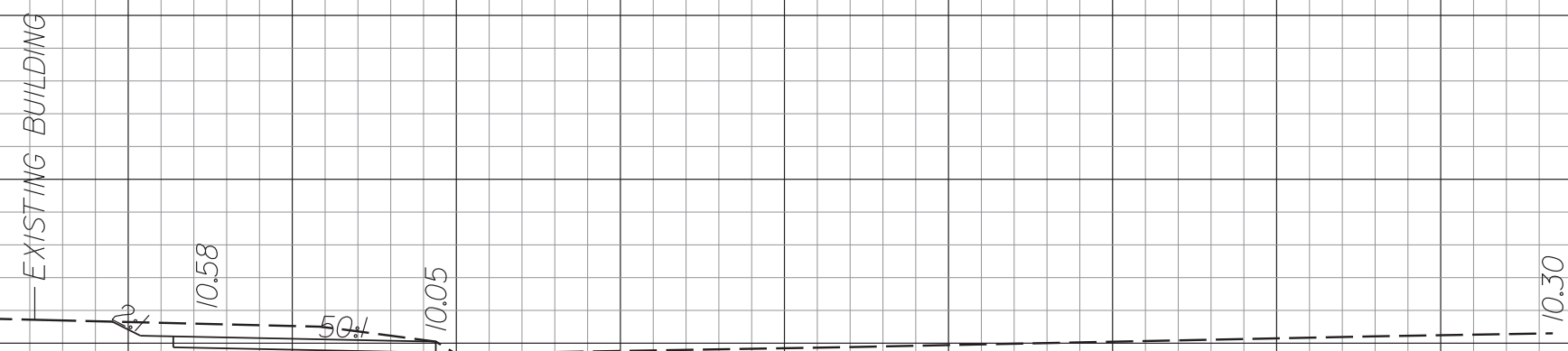
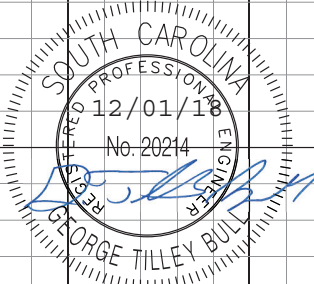
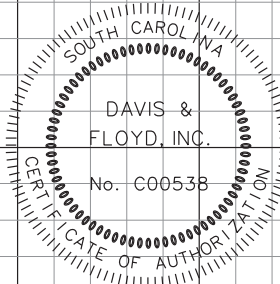
CHARLESTON COUNTY
TRANSPORTATION COMMITTEE PROJECTS

ISLE OF PALMS CONNECTOR
SIDEWALK
PLAN SHEET

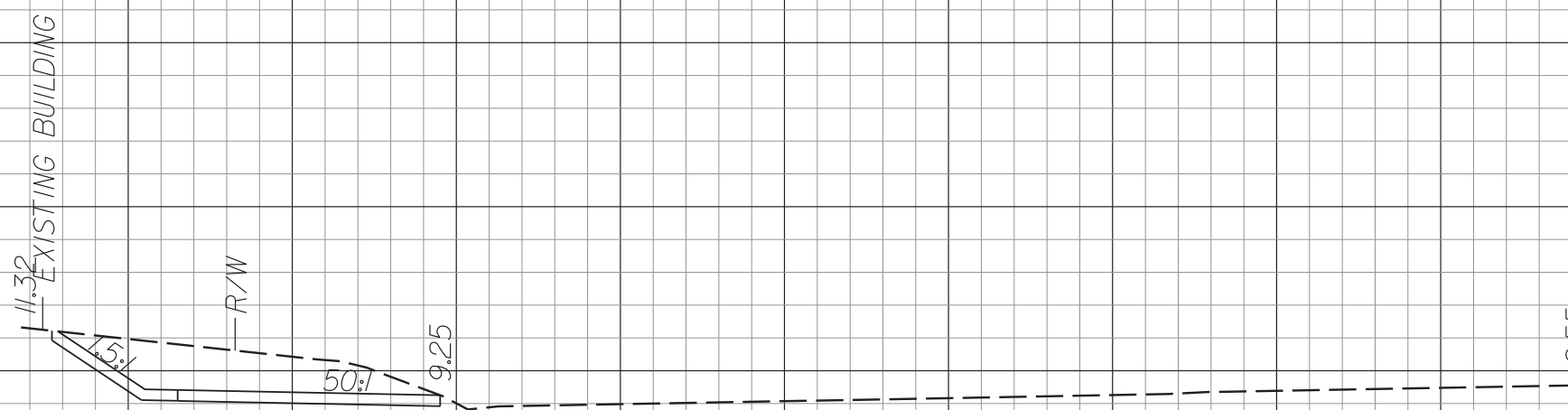
SCALE 1" = 20'

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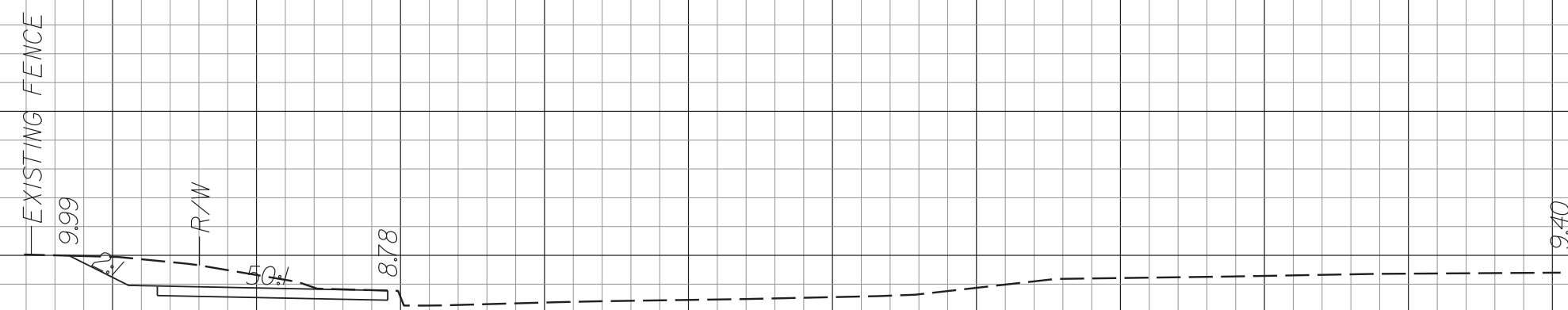
ISLE OF PALMS CONNECTOR



22+50.00

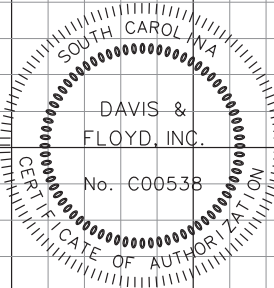


22+00.00

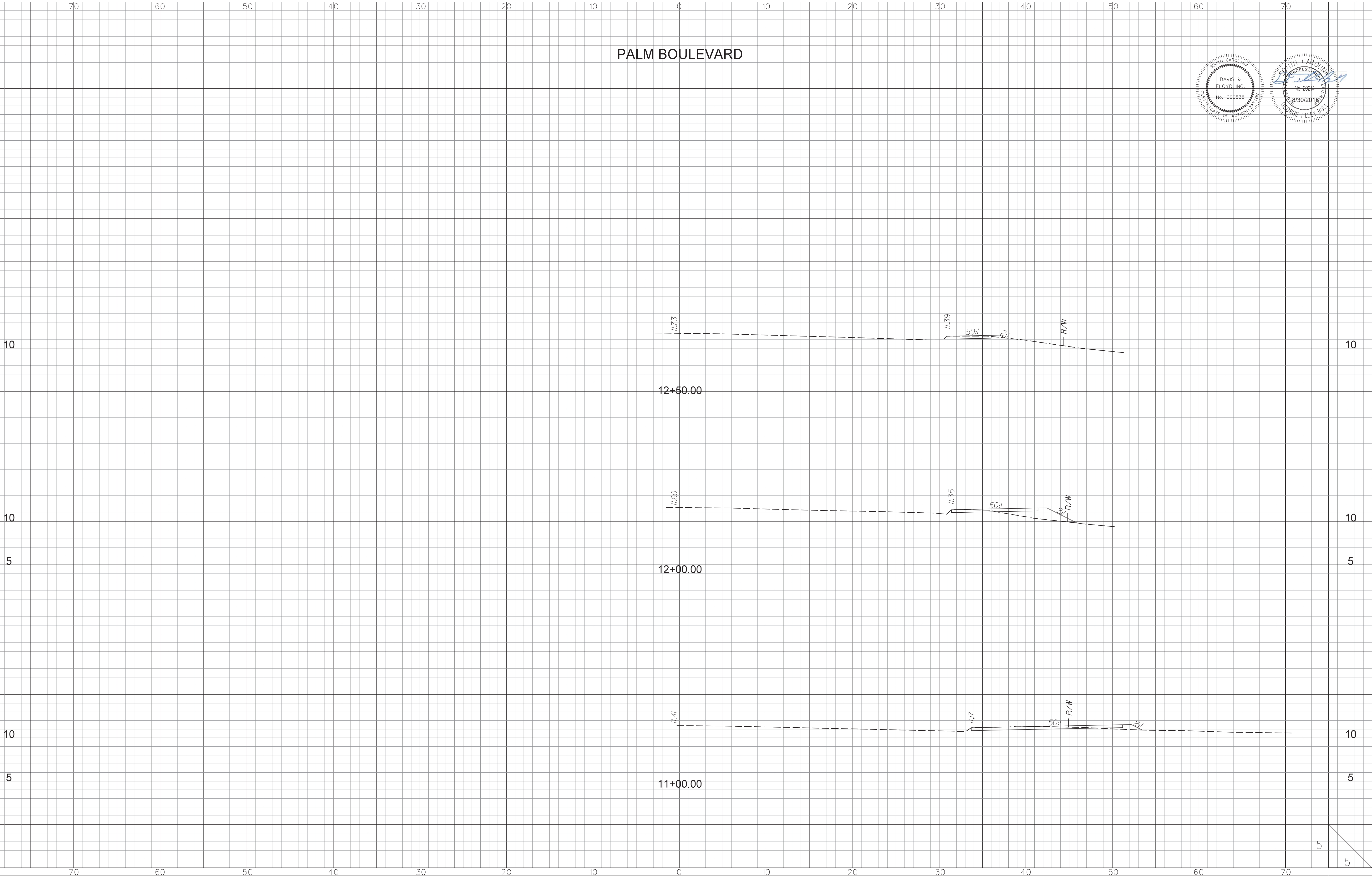


21+50.00

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	X2	



PALM BOULEVARD



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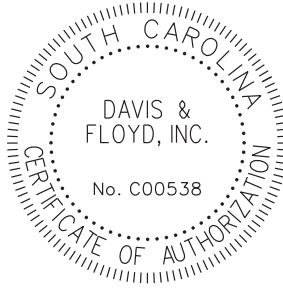
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3/15/2018

PERMANENT SEEDING - COASTAL													
SPECIES	LBS/Ac	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	10 LBS/Ac												
BAHIAGRASS	40 LBS/Ac												
BROWNTOP MILLET	10 LBS/Ac												
BAHIAGRASS	30 LBS/Ac												
SERICEA LESPEDeza	40 LBS/Ac												
BROWNTOP MILLET	10 LBS/Ac												
ATLANTIC COASTAL	15 LBS/Ac												
PANICGRASS	PLS												
BROWNTOP MILLET	10 LBS/Ac												
SWITCHGRASS	8 LBS/Ac												
(ALAMO)	PLS												
LITTLE BLUESTEM	4 LBS/Ac												
SERICEA LESPEDeza	20 LBS/Ac												
BROWTOP MILLET	10 LBS/Ac												
WEEPING LOVEGRASS	8 LBS/Ac												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET	10 LBS/Ac												
BAHIAGRASS	40 LBS/Ac												
RYE, GRAIN	10 LBS/Ac												
BAHIAGRASS	40 LBS/Ac												
CLOVER, CRIMSON (ANNUAL)	5 LBS/Ac												
BROWTOP MILLET	10 LBS/Ac												
BAHIAGRASS	30 LBS/Ac												
SERICEA LESPEDeza	40 LBS/Ac												
BROWTOP MILLET	10 LBS/Ac												
BERMUDA, COMMON	10 LBS/Ac												
SERICEA LESPEDeza	40 LBS/Ac												
BROWNTOP MILLET	10 LBS/Ac												
BERMUDA, COMMON	12 LBS/Ac												
KOBE LESPEDeza (ANNUAL)	10 LBS/Ac												
BROWNTOP MILLET	10 LBS/Ac												
BAHIAGRASS	20 LBS/Ac												
BERMUDA, COMMON	6 LBS/Ac												
SERICEA LESPEDeza	40 LBS/Ac												
BROWNTOP MILLET	10 LBS/Ac												
SWITCHGRASS	8 LBS/Ac												
LITTLE BLUESTEM	PLS												
INDIANGRASS	3 LBS/Ac												
	PLS												
	3 LBS/Ac												
	PLS												
TEMPORARY SEEDING - COASTAL													
SPECIES	LBS/Ac	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	40 LBS/Ac												
RYE, GRAIN	56 LBS/Ac												
RYEGRASS	50 LBS/Ac												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET OR JAPANESE MILLET	40 LBS/Ac												
RYE, GRAIN OR	56 LBS/Ac												
OATS	75												
RYEGRASS	50 LBS/Ac												

NOTES:

1) ANY REFERENCES TO PAYMENT IS SUPERCEDED BY PROJECT SPECIFICATIONS IN THE CONTRACT.

2) FIELD ADJUSTMENTS TO IMPLEMENT DETAILS MAY BE REQUIRED AND CAN BE APPROVED BY THE COUNTY RESIDENT CONSTRUCTION MANAGER OR THE PROJECT ENGINEER.



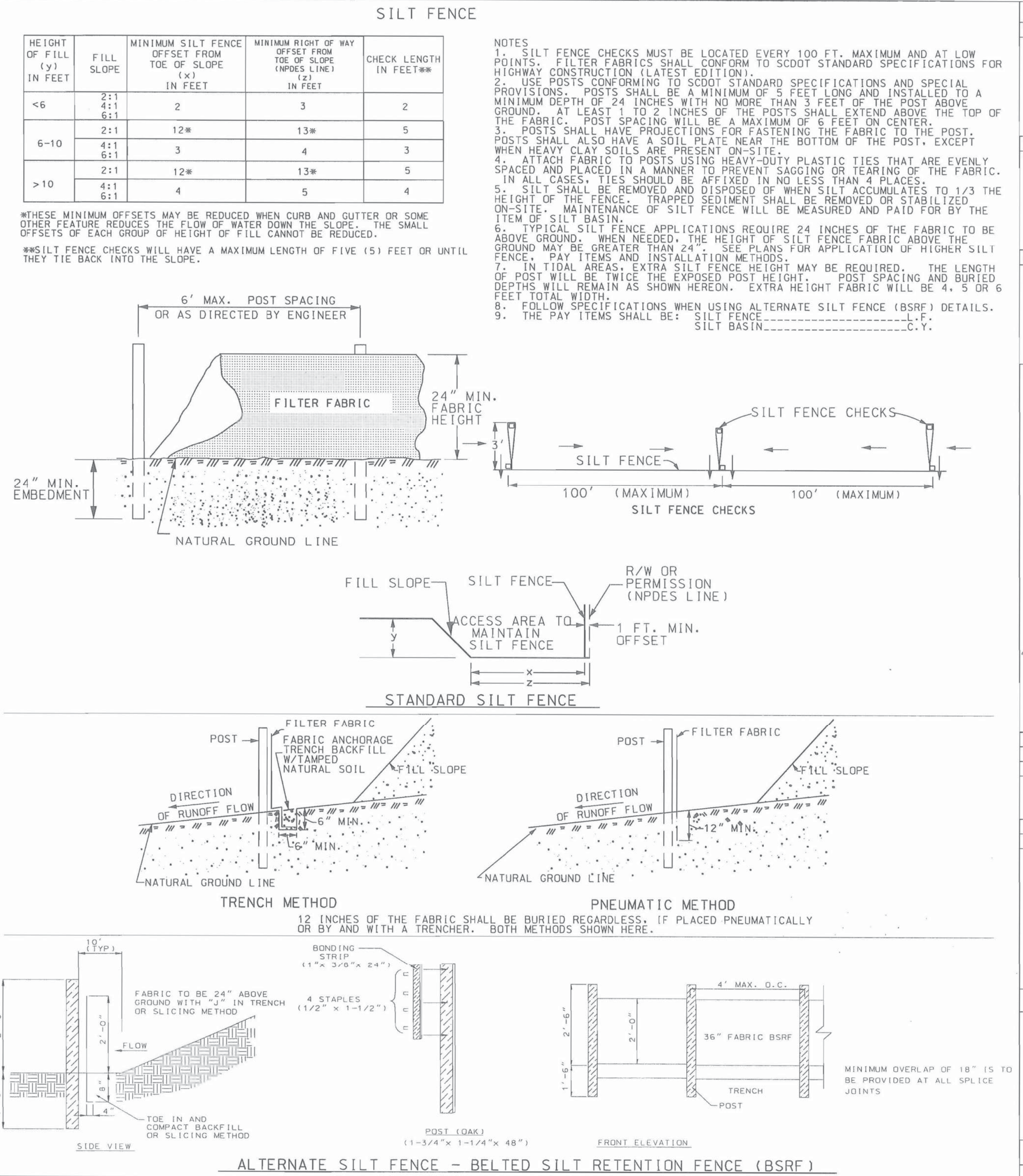
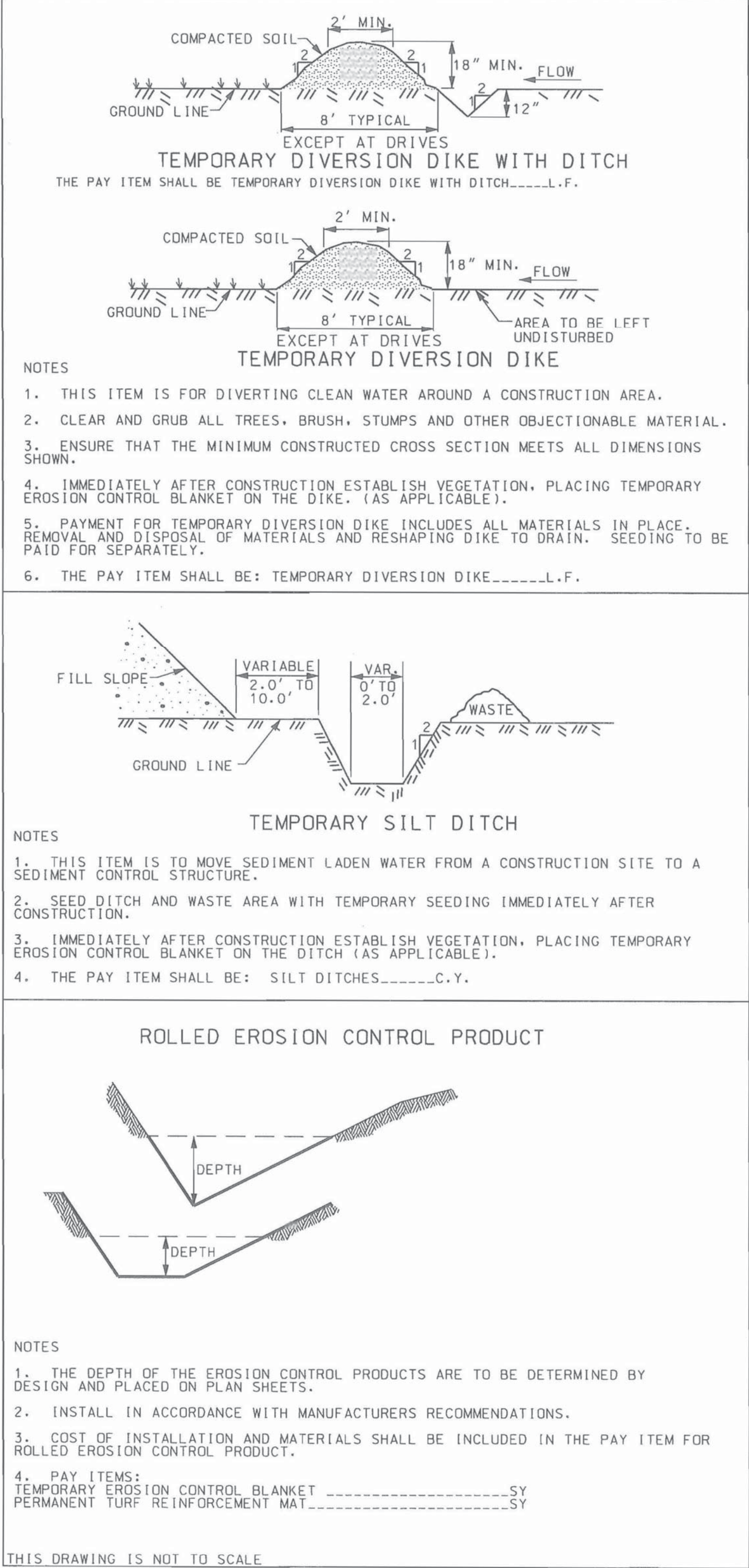
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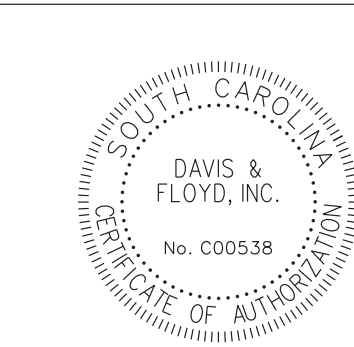
SEEDING SCHEDULE

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3/15/2018



- NOTES:
- 1) ANY REFERENCES TO PAYMENT IS SUPERCEDED BY PROJECT SPECIFICATIONS IN THE CONTRACT.
 - 2) FIELD ADJUSTMENTS TO IMPLEMENT DETAILS MAY BE REQUIRED AND CAN BE APPROVED BY THE COUNTY RESIDENT CONSTRUCTION MANAGER OR THE PROJECT ENGINEER.



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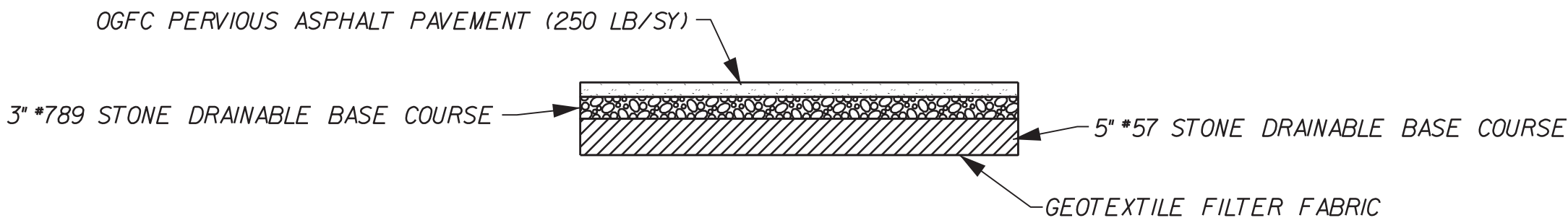
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EROSION CONTROL DETAIL

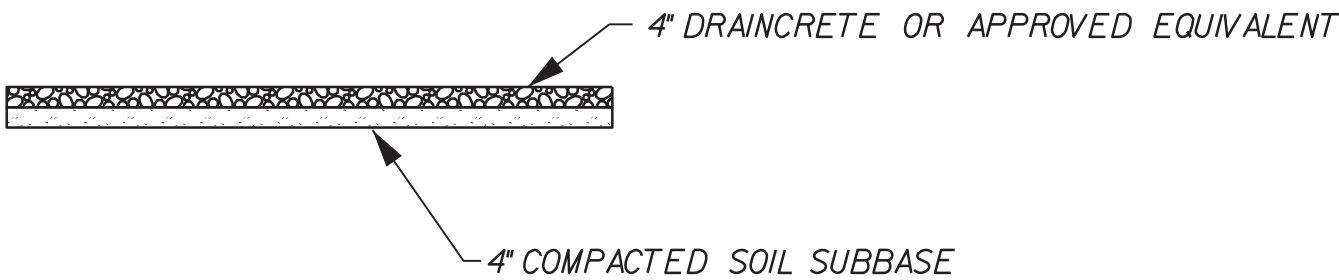
N.T.S.

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	D3	

POROUS PAVEMENT DETAIL

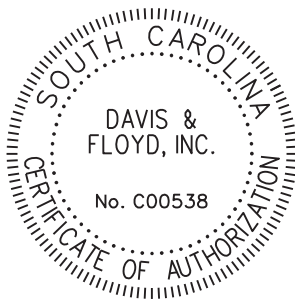


ALTERNATE PERVIOUS SIDEWALK DETAIL



NOTE: CONTRACTOR MUST BE QUALIFIED/CERTIFIED FOR INSTALLATION OF DRAINCRETE.

USE WELL-GRADED A-1 SOIL FOR COMPACTED SOIL SUBBASE



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DCN.	AMS	DATE	
R/W		DATE	
CHK.	GTB	DATE	

CHARLESTON COUNTY TRANSPORTATION COMMITTEE PROJECTS
ISLE OF PALMS CONNECTOR SIDEWALK PERVIOUS PAVEMENT DETAIL
NTS

WAYS AND MEANS COMMITTEE
5:00pm, Tuesday, August 20, 2019
Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

Present: Mayor Carroll, Council members Ward (Chair), Ferencz, Moye, Buckhannon, Rice, Kinghorn, Bell, Smith

Staff Present: Administrator Fragoso, Treasurer Suggs, Director Kerr, Chief Cornett

2. Approval of July 16, 2019 Minutes

Mayor Carroll made a motion to approve the minutes of the July 16, 2019 meeting, and Council Member Kinghorn seconded the motion. The minutes passed unanimously.

3. Citizen's Comments – none

4. Financial Statements – Treasurer Debbie Suggs

Treasurer Suggs reviewed the reports and charts included in the packet. She noted that the collected revenues for July look down as most of those received are for FY18/19. She reported on a discrepancy in the ATAX monies received from the State and those from the County. While more research is needed, she believes this discrepancy comes from Airbnb not paying the County taxes as required. Administrator Fragoso added that the City has expressed interest in being a part of a lawsuit against Airbnb requiring them to pay the Municipal Accommodations tax.

Treasurer Suggs reported that the final payout for the construction costs involved in Drainage Phase II has been made. To date, only \$94,000 has been paid out for Drainage Phase III, and those costs are on engineering and design. She said \$71,000 remains to be paid for the underground storage tanks project, but the City will most likely not have to pay out the entire amount due to the late completion penalties accrued.

5. Old Business – none

6. New Business

A. Consideration of the FY19-20 CARTA proposed budget

MOTION: Council Member Rice made a motion to approve the CARTA budget as proposed, and Council Member Ward seconded the motion.

Administrator Fragoso reported on the status of open projects with CARTA. She said the vanpool project is still in the works and the plan is to be ready for implementation next year. The locations for the Park & Rides have been identified and the BCD COG is still waiting on the SCDOT approval of the vans. This program, the first in the state, is projected to roll out next year. Mayor Carroll met with the BCDCOG Director and other area mayors to discuss the issue of beach parking and traffic. The BCDCOG and other government entities are working on an app that will allow users to view traffic conditions to the beaches, applicable ordinances in each area, available parking areas at each beach, and provide the capability to interface with the parking app for people to pay for parking in the City's parking lot. They hope to have this app available for download next year as well. She also shared that the plan for Park & Ride for citizens is still part of CARTA's long-term plan.

VOTE: The motion passed unanimously.

B. Consideration of the Leola Hanbury Award

Council Member Moye reviewed the impetus of the Leola Hanbury Award. He reported that the Personnel Committee would like for the award to be \$1000 per year to one nominated employee. He also said he hoped future funding from other citizens could be secured to keep it going into perpetuity. Chair Ward stated that the funds are in an interest-bearing account that generates approximately \$500 a year in interest and that it would be prudent for the award to be handled like an endowment and not touch the principal.

MOTION: Council Member Ward made a motion to make the annual Leola Hanbury Award be in the amount of \$500. Council Member Kinghorn seconded the motion.

Discussion ensued as to whether or not the amount should be as high as \$1000 due to funding. Council Member Moye agreed that the award could be \$500 in its first year, and the hope is that more funding is secured from other citizen's donations to keep the award going far into the future, it could be raised to \$1000.

VOTE: The motion passed unanimously.

C. Consideration of the Proposal from Thomas & Hutton for the design and engineering of the Phase III Drainage project (30th, 36th, and 41st Avenue outfalls)

[Capital Projects, Public Works, CIP Phase 2-5 Drainage - \$200,000, p. 17, line 50]

MOTION: Council Member Rice made a motion to approve Phase III Drainage Project (30th, 36th, and 41st Avenue outfalls) and Council Member Buckhannon seconded the motion.

Administrator Fragoso asked for Council to hear the options available before taking a final vote. Council Member Rice and Council Member Buckhannon withdrew their earlier motion. Director Kerr gave a brief review of the options as well as sharing the recommendations of both the Planning Commission and the Public Works Committee. However, a revised version of Option #1 for the 41st Avenue ditch was provided by Thomas & Hutton just prior to the meeting that both Administrator Fragoso and Director Kerr felt was worthy of further discussion. This new option #1, included in the proposal from Thomas & Hutton dated August 16, 2019, consists of locating the drainage infrastructure under Waterway Boulevard and the control structure at the downstream end of the channel. Director Kerr said staff preferred this option because “stops the tidal influence at the source and it preserved the ability to fill and pipe the existing channel in the future.” Administrator Fragoso said this new option would be roughly \$100,000 more in design, engineering and construction than the lowest option. Council Member Moye asked of Director Kerr if he thought the Planning Commission would approve this new offering, and he said yes. Administrator Fragoso pointed out that this revised option allows the City the ability for piping in the future, if needed. She also stated that the design and engineering proposal is \$29,500 over the budgeted engineering costs included in the FY20 budget. Committee members agreed now is the time to move forward on this project despite some unanswered questions regarding the marina.

MOTION: Council Member Buckhannon made a motion for Council to adopt Option #1 as outlined from the August 16, 2019 memo from Thomas & Hutton in the amount of \$2,095,700 in construction costs and \$229,500 in engineering and design costs. Council Member Rice seconded the motion.

VOTE: The motion passed unanimously.

- D. Consideration of a proposal from Thomas & Hutton in the amount of \$62,600 for the design and the five small internal projects**
[Muni ATAX, Public Works, Drainage - \$500,000, pg. 18, line 56]

MOTION: Council Member Kinghorn made a motion to approve, and Council Member Rice seconded the motion.

VOTE: The motion passed unanimously.

- E. Report of budgeted expenses between \$10,000 and \$25,000 in accordance with Sec. 1-10-3(c) – Approval of a contract in the amount of \$10,000 with Host Compliance for the Short-Term Rental Management Software**
[General Fund, Building, Maintenance and Service Contracts - \$13,500, pg. 12, line 203]

Council Member Ferencz asked why there has been so much change in the cost of this software. Director Kerr reported that between the time the budget was made and the time to purchase the software the company had been sold. Administrator Fragoso said she intends to speak directly to the CEO of the company to discuss with them honoring the original cost of the software. Director Kerr said this is the software that many area municipalities and the County use, but he did look into competitors that turned out to

have much higher price tags. Council Member Kinghorn said this should be worked out by staff, and Administrator Fragoso should speak with them about honoring the original budgeted amount.

7. Miscellaneous Business – none

Next Meeting Date: Tuesday, September 17, 2019 at 5:00pm.

8. Executive Session – none needed

9. Adjournment

MOTION: Mayor Carroll made a motion to adjourn, and Council Member Rice seconded the motion.

VOTE: The motion passed unanimously.

The meeting adjourned at 6:02pm.



Leola Hanbury Award

Purpose:

Recognizing past Councilmember Leola Hanbury's wishes, the City of Isle of Palms has established the criteria for the "Leola Hanbury Employee of the Year Recognition Award." Ms. Hanbury gifted over \$25,000 dollars to the City she loved so dearly in order create the "Employee of the Year Award."

Award:

The \$500 award may be given annually to one employee displaying exemplary service, going above and beyond normal job requirements and expectations, demonstrated integrity and a strong commitment to the City of Palms.

Nomination Process:

Individuals may be nominated by their supervisors, peers and citizens of the City of Isle of Palms. Nominations must include a narrative letter of support that addresses one or more of the criteria listed and provide evidence of the nominee's excellence performance by the employee. All nominations will be confidential and should be submitted to the Human Resources Officer in City Hall at 1207 Palm Boulevard via U.S Postal Service, personally delivered or emailed to wynnetted@iop.net.

Award Review Committee:

The Personnel Committee, Mayor, City Administrator and the Human Resource Officer will evaluate all nominations and select the recipient of the award. The award may be announced at the annual Employee Recognition event.

Eligibility:

The award is limited to employees in good standing with the City and have been employed for a minimum of two (2) years.

Award Selection Criteria:

- **Exemplary achievement and performance** - Consistently and substantially exceeds the expectations of the position, performing at a level above and beyond normal job requirements and expectations; has made important and significant contributions in their area; contributes and demonstrates commitment to the City of Isle of Palms.
- **Excellence in customer service and personal interaction** - Consistently and substantially demonstrates an ability and willingness to work positively, respectfully, and effectively with others; has significantly improved customer service or has increased citizen satisfaction in their area; demonstrates ability and willingness to manage changes in work priorities, procedures, and organization; demonstrates exceptional ability to foster collaboration, communication, and cooperation among colleagues and members of the Isle of Palms community.
- **Development of an innovative and creative idea that improves quality of service and reduces cost** – Developed or significantly improved a work process or system that has significantly increased the efficiency of an operation of a program/department; consistently seeks to improve the quality of work assigned; demonstrates efforts to expand work responsibilities; significant improvements in citizen services or enhanced citizen satisfaction.

Application deadline:

Nominations will be accepted until Friday, September 30th .

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

August 16, 2019

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

Re: Phase 3 Drainage Outfall
Design and Permitting
City of Isle of Palms, South Carolina
T&H J-27670.0000
Letter Agreement for Services

Dear Mr. Kerr:

In agreeance with the City of Isle of Palms, Thomas & Hutton is proposing the following scope of work, structured around the scope of services outlined in the Request for Proposals 2018-02 for Phase 3 Drainage Outfall Design and Permitting.

Our scope of services is as follows:

Base Project

- Existing Data Collection and Analysis (City Scope of Work Item 1) - **Completed**
- Survey (City Scope of Work Item 2) - **Completed**
- Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - **Completed**
- Engineering Design and Plans Preparation – Base Option (City Scope of Work Item 5) - **Included**
- Permitting (City Scope of Work Item 6) - **Included**
- Opinion of Probable Construction Cost (City Scope of Work Item 7) - **Included (Partially)**
 - Revised to provide the design opinions of probable costs for the selected alternatives (Task 3 above) for the 60% and 100% submittals.
- Funding Assistance (City Scope of Work Item 8) - **Included**
- Project Phasing Plan (City Scope of Work Item 9) - **Included**
- Project Schedule Development (City Scope of Work Item 10) - **Included**
- Project Administration and Meetings (City Scope of Work Item 11) - **Included (Partially)**
 - Revised to include project progress and council meetings.

Alternates

- Bid Phase Services (City Scope Alternate #1) - **Excluded**
- Construction Phase Services (City Scope Alternate #1) - **Excluded**

Options (Add)

- Engineering Design and Plans Preparation – Option 1 (City Scope of Work Item 5) –
Optional Add
- Engineering Design and Plans Preparation – Option 2 (City Scope of Work Item 5) –
Optional Add

In addition to the base design option (City Scope of Work Item 5), there are two alternative design options to be considered. The design options are exclusive to the 41st Avenue outfall and are described in more detail below.

- Base Option – This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. with a control structure just downstream of Waterway Blvd. The control structure would provide access for installation and maintenance of in-line check valves and sluice gates. The check-valves would provide protection from tidal inundation up to the elevation at which Waterway Blvd. overtops. The downstream channel, extending to the Intracoastal Waterway, would remain as an open channel and would require only minor grading improvements.

Total Opinion of Probable Construction Cost: \$2,013,800
Total Engineering Design Fee: \$209,500

- Option 1 – This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. and locating the control structure at the downstream end of the channel where it discharges into the Intracoastal Waterway. The control structure would provide access for installation and maintenance of in-line check valves and sluice gates. This would protect everything upstream of the structure from tidal inundation up to the elevation at which the structure and adjacent properties overtop. The channel between Waterway Blvd. and the control structure would remain an open channel with only minor grading improvements. This would allow for future improvements such as filling and piping the existing channel, which would tie into the proposed improvements under Waterway Blvd. and the control structure.

Total Opinion of Probable Construction Cost: \$2,095,700
Total Engineering Design Fee: \$229,500

- Option 2 – This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. and the complete piping of the channel from Waterway Blvd. to the outfall and locating the control structure at the downstream end of the channel where it discharges into the Intracoastal Waterway. The control structure would provide access for installation and maintenance of in-line check valves and sluice gates. This would protect everything upstream of the structure from tidal inundation up to the elevation at which the structure and adjacent properties overtop.

Total Opinion of Probable Construction Cost: \$3,233,800
Total Engineering Design Fee: \$249,500

Per this agreement, our revised fee and fee structure are attached. The proposed fees are broken down by the tasks (or services) listed in the City's request for qualifications.

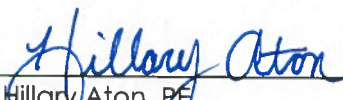
If acceptable, please indicate your authorization to proceed with this work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until September 1, 2019, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed.

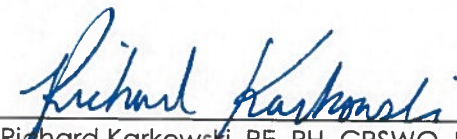
This proposal between The City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. ("Consultant"), is subject to the terms and conditions of the Contract executed for this Project dated January 16, 2019. This agreement may only be modified in writing if signed by both of us.

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

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
Hillary Aton, PE
Project Manager

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

RPK/ala

Enclosures: Fee Breakdown

Selected Design Alternative	Total Opinion of Probable Construction Cost	Total Engineering Design Fee	Initials
☐ Base Option	\$2,013,800	\$209,500	
☐ Option 1	\$2,095,700	\$229,500	
☐ Option 2	\$3,233,800	\$249,500	

CITY OF ISLE OF PALMS

ACCEPTED: _____, 2019

By _____

TITLE

City of Isle of Palms - Phase 3 Drainage Outfall Design and Permitting
Proposed Fee Breakdown
August 16, 2019

Description	Type of Fee	Fee
Base Project		
Existing Data Collection and Analysis (City Scope of Work Item 1) - Completed	Lump Sum	-
Survey and Wetlands/Critical Area Delineations (City Scope of Work Item 2) - Completed	Lump Sum	-
Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - Completed	Lump Sum	-
Engineering Design and Plans Preparation - Base Option (City Scope of Work Item 5) - Included	Lump Sum	\$83,000
Permitting Phase (City Scope of Work Item 6) - Included	Time & Expense	\$66,200
Opinions of Probable Construction Costs (City Scope of Work Item 7) - Included (Partially)	Lump Sum	\$9,600
Funding Assistance (City Scope of Work Item 8) - Included	Time & Expense	\$12,900
Project Phasing Plan (City Scope of Work Item 9) - Included	Lump Sum	\$7,800
Project Schedule Development (City Scope of Work Item 10) - Included	Lump Sum	\$5,700
Project Administration and Meetings (City Scope of Work Item 11) - Included (Partially)	Lump Sum	\$24,300
TOTAL BASE PROJECT FEE		\$209,500
Alternates		
Bid Phase Services (City Scope Alternate #1) - Excluded	Time & Expense	-
Construction Phase Services (City Scope Alternate #2) - Excluded	Time & Expense	-
TOTAL ALTERNATES FEE		\$0
Options (Add)		
Engineering Design and Plans Preparation - Option 1 (City Scope of Work Item 5) - Excluded	Lump Sum	\$20,000
TOTAL OPTION PROJECT FEE		\$229,500
Engineering Design and Plans Preparation - Option 2 (City Scope of Work Item 5) - Excluded	Lump Sum	\$40,000
TOTAL OPTION PROJECT FEE		\$249,500

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

August 16, 2019

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

Re: Phase 3 Internal Drainage Improvements
Design and Permitting
City of Isle of Palms, South Carolina
T&H J-27670.0002
Scope of Services and Fee Proposal

Dear Mr. Kerr:

Thank you for requesting our engineering services for the design and permitting of the Phase 3 Internal Drainage Improvements Project. The following scope was not included in our original Phase 3 Drainage Outfall Design and Permitting Contract.

The additional services to be provided will be based on the recommendations from the study portion of the Phase 3 Internal Drainage Improvements project. The study consisted of the identification, prioritization, and recommendation of drainage improvements to address existing flooding problems and inadequate drainage internal to the three Phase 3 basins. Five (5) projects were identified and recommended for improvements are as follows:

1. Sparrow Drive Drainage Improvement
2. Forest Trail Drainage Improvement
3. Cross Lane Drainage Improvement
4. 32nd Avenue Drainage Improvement
5. 41st Avenue Driveway Pipe Drainage Improvements

The total construction cost of the recommended improvements will amount to roughly the \$500,000 the City has budgeted for these projects. The Scope of Services includes:

1. Survey Phase
2. Design Phase
3. Permitting Phase

See the attached Scope of Services for details of the services to be provided. Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
General Consulting Phase	Lump Sum	\$ 2,070.00
Survey Phase	Lump Sum	\$ 30,165.00
Design Phase	Lump Sum	\$ 15,010.00
Permitting Phase	Time & Expense	\$ 15,155.00
<u>Reimbursable Expenses</u>	<u>Time & Expense – Budget</u>	<u>\$ 200.00</u>
TOTAL		\$ 62,600.00

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

We anticipate commencement of our work within 7 calendar days from receipt of your authorization to proceed with completion within 30 calendar days from commencement.

This proposal between the City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Engineering Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until August 1, 2019, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

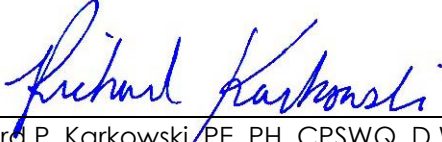
The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
Hillary Aton, PE
Project Manager

Mr. Douglas Kerr
City of Isle of Palms
Scope of Services and Fee Proposal
August 16, 2019
Page 3

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

RPK/ala

Enclosures: Scope of Services
General Provisions
Consulting Services Rate Sheet

CITY OF ISLE OF PALMS

ACCEPTED: _____, 2019

By _____

TITLE



Host Compliance Services Agreement

THIS SERVICES AGREEMENT (the “**Agreement**”) is entered into as of the September __, 2019 (the “**Effective Date**”), between Host Compliance LLC, (“**Host Compliance**”) and Isle of Palms, with an address at 1207 Palm Boulevard, Isle of Palms, South Carolina, 29451 (the “**Customer**”). This Agreement sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer’s productive use of such software (the “**Services**”) as further described in the attached Schedule 1.

1.0 Services.

- 1.1 Subscriptions.** Subject to and conditioned on Customer’s payments pursuant to Section 4.0 of this Agreement, Host Compliance hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Unless otherwise provided in the attached Schedule 1, (a) Services are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.
- 1.2 Provision of Services.** Customer and Customer’s end-users (“End Users”) may access and use the Services and any other Services that may be ordered by the Customer from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing.** Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services (“Customer Data”). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services.** Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services.** Host Compliance’ responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of Customer passwords and accounts; (ii) managing Customer access to Host Compliance system administrator accounts; and (iii) ensuring that such administrators’ use of the Services complies with this Agreement.
- 2.2 Compliance.** Customer is responsible for use of the Services, including use of the Services by End Users and will comply with laws, regulations, and such provisions of this Agreement that are applicable to Customer’s use of the Services.



2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.

2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; or (iii) use the Services in any way that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.5 Third Party Requests.

- 2.5.1** “Third Party Request” means a request from a third party for records relating to Customer’s or an End User’s use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
- 2.5.2** Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.
- 2.5.3** If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance’s receipt of a Third Party Request; (B) comply with Customer’s reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.
- 2.5.4** If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services’ user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer’s receipt of such Third Party Request; (B) comply with Host Compliance’s reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights (as defined below) in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. Notwithstanding the foregoing, while Customer Data and Services may include some Publicly Available Data (as

defined as below), neither Customer nor Host Compliance make any proprietary claim to Publicly Available Data. **“Intellectual Property Rights”** means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights. **“Publicly Available Data”** means data, material, and information collected from publicly available sources in the performance of this Agreement, but specifically excluding Services.

3.2 Suggestions. Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance’ online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. **“Confidential Information”** means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance.

3.4 Consent to use Customer Data and Marks. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Host Compliance: (i) to perform the Services; (ii) to enforce this Agreement and exercise Host Compliance rights hereunder; and (iii) to use for any lawful purpose. Customer hereby grants to Host Compliance a license to use, reproduce and display Customer’s name and logos in connection with: (i) Host Compliance performance of its obligations hereunder; (ii) include Customer’s name and logos in its lists of Host Compliance current or former customers, and (ii) with Customer’s prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

3.5 Validated Data. In the course of providing the Services, Host Compliance performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication (**“Validated Data”**). Validated Data may include data otherwise classified as Customer Data, Services, or Publicly Available Data. Notwithstanding any provision to the contrary in this Agreement, Customer is prohibited from disclosing Validated Data to a competitor of Host Compliance during the term of this Agreement and for a period of three (3) years thereafter.

4.0 Fees & Payment.

4.1 Fees.

- 4.1.1** Customer will pay Host Compliance for all applicable fees upfront annually, as set forth in Schedule A.
- 4.1.2** Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Customer will not withhold payment on any invoices for any reason,



including a Customer's decision to delay implementation of the Services. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

4.2 Taxes. Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

4.3 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

5.1 Term. The initial term of this Agreement shall be for a **one year pilot term** commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. That said, the time period until the earlier of (a) the 6-month anniversary of the Effective Date, or (b) the start date of Customer's systematic or mass outreach activities utilizing the data obtained through the Services (traditional mail, electronic mail, and/or telephone campaigns), or (c) termination by Host Compliance in our sole discretion, shall be considered a trial period ("Trial Period").

5.2 Termination for Convenience. If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Host Compliance to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for outreach (including traditional mail, electronic mail, and/or telephone); and (ii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

5.4 Termination for Breach: Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In addition, Host Compliance may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 10 days after Host Compliance's delivery of written notice hereof.

5.5 Refund or Payment upon Termination for Breach. If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Host Compliance will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of

termination. If this Agreement is terminated by Host Compliance in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Host Compliance for the period prior to the effective date of termination.

5.6 Effects of Termination for Breach. If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Host Compliance to Customer will cease immediately (except as set forth in this section); (ii) Host Compliance may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

6.1 By Host Compliance. Host Compliance will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Host Compliance' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Host Compliance have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Host Compliance and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

6.2 By Customer. Customer will indemnify, defend, and hold harmless Host Compliance from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Host Compliance regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

6.3 Possible Infringement. If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and

authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Host Compliance' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 EXCLUSION OF WARRANTIES. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, HOST COMPLIANCE MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. HOST COMPLIANCE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES

7.2 LIMITATION ON INDIRECT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR HOST COMPLIANCE AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER CUSTOMER NOR HOST COMPLIANCE AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 LIMITATION ON AMOUNT OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, HOST COMPLIANCE' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO HOST COMPLIANCE HEREUNDER DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.0 Miscellaneous.

8.1 Terms Modification. Host Compliance may wish to revise this Agreement from time to time. If a revision, in Host Compliance' sole discretion, is material, Host Compliance will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

8.2 Entire Agreement. The Agreement including the invoice and order form provided by Host Compliance, constitutes the entire agreement between Customer and Host Compliance with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.



- 8.3 Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Washington.
- 8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Force Majeure.** Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.7 Procurement Piggybacking.** Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and Customer agrees to reasonably allow any local government to "piggyback" off of Customer's efforts leading to this Agreement.
- 8.8 Independent Contractor.** It is specifically understood and agreed that in the making and performance of this Agreement, Host Compliance is an independent contractor and is not and shall not be construed to be an employee of Customer.



Short-term Rental Compliance Monitoring and Associated Services
HOST COMPLIANCE, LLC
Last revised 01.25.19

IN WITNESS WHEREOF Host Compliance and the Customer have executed this Agreement as of the Effective Date.

Isle of Palms, SC by its authorized signatory: Name: Title: Date: Billing Contact: Billing Email: Billing Direct Phone:	Host Compliance LLC by its authorized signatory:  Name: Ulrik Binzer Title: Chief Executive Officer Date: 8/22/2019 Account Executive: John Spuhler Account Executive Email: john.spuhler@hostcompliance.com Account Executive Phone: 415-906-7282
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Schedule 1

Scope of Services:

Address Identification

Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in Isle of Palm's jurisdiction:

- Up-to-date list of jurisdiction's active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

Compliance Monitoring

Ongoing monitoring of the short-term rentals operating in Isle of Palm's jurisdiction for zoning and permit compliance coupled with systematic outreach to non-compliant short-term rental property owners (using Isle of Palm's form letters)

- Ongoing monitoring of STRs for zoning and permit compliance
- Pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators (using jurisdiction's form letters)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

Total Annual Subscription Service Price for the initial pilot term	\$13,500 / yr
Total Annual Subscription Service Price for the initial renewal after the pilot term (Year 2), representing a 35% discount on typical pricing for Services based on the number of STR listings as of the Effective Date	\$42,000 / yr

Note: Above pricing assumes 2785 short-term rental listings in Isle of Palm's jurisdiction.

PUBLIC WORKS COMMITTEE
9:00am, Wednesday, August 7, 2019
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

Present: Council members Rice (chair), Smith, and Kinghorn, Administrator Fragoso, Director Pitts, Asst. Director Asero, Director Kerr, John Garrells

2. Approval of the Minutes

Council Member Smith made a motion to approve the minutes of the June 4, 2019 meeting, and Council Member Kinghorn seconded the motion. The minutes were approved unanimously.

3. Citizens' Comments – none

4. Department Reports for June and July 2019

Director Pitts noted the June garbage collection is in line with last year's data, but there was a spike in July. Data indicated the yard debris collection was down in June but returned to normal levels in July. He thanked Administrator Fragoso for "jumping in and getting along with the businesses and the Police Department for ensuring that the City no longer has any issues with the compactor located in the municipal parking lot that is used by the Front Beach businesses. A brief discussion ensued about the many groups wanting to do beach sweeps and how much debris they collect.

He reported that the vehicle maintenance budget ended the year only \$1,100 over. The total budget is \$85,000, and he believes that is the right number. He stated he has been able to stay within budget for 15 years. He introduced Robert Asero as the new Public Works Assistant Director for Facilities and Maintenance. **Old Business**

A. Presentation of Robert Asero, the new Public Works Assistant Director

Assistant Director Asero gave a brief personal history to the Committee. He then reviewed the Facilities Maintenance overview for July 2019 included in the packet. Discussion ensued about the work done by Sweeping South, their schedule, similar work done by staff, and whether the County should be petitioned to help with the street sweeping. Administrator Fragoso said staff will reach out to the County to discuss the possibility of scheduling the County sweeper to come to the island once a month. Director Pitts pointed out the City's contract with Sweeping South has them sweeping more streets than what is included in the SCDOT contract.

The need to further promote “Secure Your Load” was discussed. Director Pitts said that it is the driver of a vehicle pulled for debris that falls from it that receives a ticket, not the entity that owns the vehicle.

Administrator Fragoso shared that Assistant Director Asero is involved in the meetings regarding the Public Safety relocation because it will be his responsibility for the upkeep of that building once it is complete. She reported that she has asked Director Pitts and Assistant Director Asero to look at all the maintenance contracts across departments to see where they could be consolidated. She believes money is being wasted having these contracts segregated as they are now.

B. Update on Phase III Drainage Project and small internal projects

Director Kerr reviewed the options presented by Thomas & Hutton for Phase III of the drainage project. He said Thomas & Hutton is concerned with making the maintenance of whatever design “easily accessed and easily maintained.” Of note in Option 3 was the fact that the City would gain highland, creating additional parking spaces adjacent to the marina. Administrator Fragoso pointed out there is no money in this budget year for construction since permitting could take a year to secure. Council Member Kinghorn believes this project is an excellent consideration for any number of grants on State and Federal levels. Administrator Fragoso said grant research is in process, but she will further research halfway grants.

Committee members and staff discussed the pros and cons of all of the options presented by Thomas & Hutton.

MOTION: Council Member Kinghorn made a motion to pursue Option 3 and for staff to continue to look for grants. Council Member Rice seconded the motion.

Administrator Fragoso pointed out that the estimated total cost for Option 3 is actually less than the amount that has been discussed for budgeting purposes (\$3.2 million presented vs. \$3.9 million budgeted in the FY21 forecast). Director Potts stated that Option 3 is the best option for maintenance issues and will also help prevent saltwater intrusion at the Fire Department.

VOTE: The motion passed unanimously.

Regarding the status of smaller projects, Administrator Fragoso said staff had asked Thomas & Hutton to compile and prioritize a list of smaller projects that need to be completed. The list was reviewed, and the top five projects fit within the budget of \$500,000.

MOTION: Council Member Rice made a motion to approve the small drainage projects presented by Thomas & Hutton, staying within the budgeted amount of \$500,000. Council Member Smith seconded the motion. The motion passed unanimously.

As no permitting is required for these projects, they are expected to be completed quickly. Administrator Fragoso said neighbors in those areas will be notified when the project timelines are complete. She added that the project list generated by Thomas & Hutton will be used as a planning document for future fiscal years.

C. Discussion of ordinances related to the connection to public sewer that had been deferred.

Administrator Fragoso reviewed the history and status of Ordinances 2017-08, 2017-09, and 2017-10.

MOTION: Council Member Kinghorn made a motion to recommend all three ordinances to Council for second reading. Council Member Rice seconded the motion.

Discussion about the ordinances, their costs, and unintended consequences ensued. Water & Sewer Commissioner Curtis Helfrich participated in the conversation.

VOTE: the motion passed unanimously.

Council Member Rice said members of the Water & Sewer Commission should be present for the August 27, 2019 City Council meeting and be prepared to answer questions. Administrator Fragoso shared there is a meeting scheduled for August 12 between City staff and members of the Water & Sewer Commission. She said she will research ways to “mitigate the concerns expressed by the Commissioner that one of the unintended consequences may be that people are going to gravitate towards grinder pumps as a result of the regulations.

D. Consideration of a smoking ban on the beach

Administrator Fragoso, pointing to the memo in the packet, reported that infractions of a smoking ban have civil, not criminal, penalties. Fines can be set by the Committee, but fines set by the City Code for smoking in public buildings range from \$10 to \$25. Discussion of the spaces in which to ban smoking included public outdoor spaces like the beach, beach access paths, rights of way, municipal parking lots, sidewalks, as well as parks and all city facilities. Committee members would like the ban to include vaping, pipes, cigars, and other tobacco products.

MOTION: Council Member Smith made a motion to direct staff and counsel to draft ordinance to ban smoking on the beach, public parks and other public spaces, including vaping, pipes, etc, (based on memo presented by staff) and present the draft ordinance to Public Safety. Council Member Rice seconded the motion.

VOTE: The motion passed unanimously.

Council Member Kinghorn asked about similar policies at nearby County and Federal facilities, stating it was important to communicate this effort to them. He suggested that staff reach out to the Town of Sullivan’s Island about their similar efforts and to discuss ways to jointly promote this tobacco-free program.

E. Discussion of proposed trash cans with lids on the beach

Director Pitts stated there are 56 beach paths and 175 yellow barrels on the beach. He said he has received numerous letters commending the beach garbage collection service this year, adding he has “yet to see an overflowing barrel in this particular year.” Mr. John Garrells,

of JLG Enterprise, said that if a barrel is not upright it is because it is empty. Options for weighting down the barrels were briefly discussed.

Administrator Fragoso then shared a video of Mr. Garrells and his truck emptying one of the barrels and one of the new trashcans being suggested. The concern is that when the hopper is full, there will be damage to the top of the lidded trashcan and trash may easily fly away when dumping it. Council Member Kinghorn suggested speaking to the manufacturer to see how they suggest dealing with this issue. Council Member Smith expressed concern about the many overturned cans and overflowing trash she has seen. She believes the City is giving the public a false sense of security telling people to put their trash in the receptacles and it will be taken care of. She added it was important to stress in public messaging that if the trashcans are full, people should be taking their trash with them rather than let it pile up next to the trashcan. Mr. Garrells said emptying these covered trashcans will require more time, and he will need to renegotiate his contract should the City move to using these cans.

Administrator Fragoso said a potential first step is to use these cans on the land side to replace the green cans. As the covered cans are \$300 each, she will pursue the idea presented by the resident who purchased the trial can of the public and the businesses donating the monies for their purchase. She also said more testing and research needs to be done on the use and viability of the cans. Discussion ensued as to where to locate a can to see how the public responds. Council Member Rice said staff should determine where to place the can and report back to the committee on its findings. Council Member Smith said she would advocate for increasing Mr. Garrells's contract if that becomes necessary.

F. Update on plans for improvements to Waterway Boulevard multi-use path

Administrator Fragoso said the application for construction funding for this project had been submitted to CTC for grant funding. She also spoke with Council Member Buckhannon who suggested reaching out to the Civil Engineering Department at The Citadel to see if students could take on the development and drawing of plans as a class project.

6. New Business

A. Discussion of plastic pellet pollution

Council Members discussed the presence of plastic pellets in the water around Isle of Palms and Sullivan's Island. Council Member Smith said the City should be advocating on State and Federal levels to regulate the handling and shipping of these plastic pellets, while demanding transparency from the port and the company about their plans to clean it up and prevent it from happening again. Council Member Rice said she would like this to be on the City Council agenda for the full Council to make a statement. Council Member Kinghorn suggested staff draft a resolution to present to Council.

B. Discussion of litter control messaging

Council Member Rice said more and better messaging needs to be done notifying the public that it is a crime to use plastic bags. She suggested using some of the messaging used by

other communities. She added that the “secure your load”/using a tarp should be included in that messaging. She stated she would like to see another water fountain at the marina. Council Member Smith suggested messaging encouraging the use of reusable packaging and perhaps limiting packaging on the beach. Council Member Kinghorn suggested renaming the Public Works Committee to Environment, Public Works, and Infrastructure Committee to send a message about the importance of the environment to the public.

7. Miscellaneous Business

Discussion ensued about changing the time of the next meeting. No final decision was made at this time.

8. Executive Session

MOTION: Council Member Kinghorn made a motion to move into Executive Session in accordance with Section 30-4-70 (a) (2) to discuss contract negotiations as related to the sewer expansion project. Council Member Smith seconded the motion. The motion passed unanimously.

Upon return from Executive Session, Council Member Rice said no actions or votes were taken.

MOTION: Council Member Smith made a motion to adjourn, and Council Member Rice seconded the motion. The motion passed unanimously, and the meeting adjourned at 10:58am.

Respectfully submitted,

Nicole DeNeane

Recreation Committee
8:00am, Monday, August 5, 2019
City Hall Conference Room
1207 Palm Boulevard, Isle of Palms, South Carolina

MINUTES

1. **Call to order and acknowledgement** that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

Present: Council members Moyer, Smith, and Buckhannon, Administrator Fragoso, and Director Page

2. **Approval of the Minutes of May 6, 2019**

Council Member Moyer made a motion to approve the minutes of the May 6, 2019 meeting, and Councilmember Smith seconded the motion. The minutes were approved unanimously.

3. **Citizens' Comments**

Mr. Gary Nessler, 17 22nd Avenue, thanked Director Page for opening up the gym early on Saturday. He noted it has been a "resounding success." He asked the Committee to consider making that Saturday morning time for those 18 years old and above.

4. **Departmental Report – Director Page**

Director Page reviewed the report attached to the agenda, noting that the summer has been "going well." In addition to the successful summer camps and sports camps, she reported a lot of participation in the Sand Sculpture Contest. She listed the new classes that would be offered this fall, including Game Room, Pickleball lessons, Gardening & Landscape Design, Handling Social Media, Farm to Table, and Kids Planet Earth. Council Member Smith suggested contacting the *Island Eye* regarding these new offerings.

Discussion ensued about the combination offering of exercise classes for residents, hoping to encourage them to try more classes. Director Page stated that she will work on this initiative more and try to find the right combination of classes that would appeal to the most people.

Administrator Fragoso asked the Director to evaluate offering yoga classes on the beach near the Recreation Center in the fall. The Director will gauge the interest of possible participants and instructors, and then report back to the Committee.

Director Page also shared that Chris Bako (who has replaced Robert) began work on Thursday, August 1.

5. Old Business

A. Update on surfing lessons franchise on the beach for Summer 2020

Administrator Fragoso stated the RFP for this offering has been published and proposals are due on August 31. All proposals will be brought to the Committee at the September meeting. Council Member Smith suggested reaching out to local (Isle of Palms and Folly Beach) surf shops to share the offering with them as they may not be reading the paper. Director Fragoso said they will contact them via email and also place the RFP on the City's website and Facebook page.

B. Update on 2019 Isle of Palms Farmers Market

Director Page stated she reached out to Rebecca Stephenson and Jess Blaszcak on July 31 asking what they may need help with and was still waiting to hear from them. Administrator Fragoso indicated she had talked to Rebecca and that approximately 20 applications for vendors had been received so far this year. While that is less than last year (most likely due to the day change), she said there are new vendors providing some interesting products. She also noted the Farmers Market will begin at 3pm this year, and she hopes this will attract more people.

6. New Business

A. Discussion on how the proposed development at 1100 Palm Boulevard may impact possible future plans for a pool at the Recreation Center

Council Member Smith stated she added this item to the agenda to further the discussion about the hopes and needs of a community pool and whether or not this new private plan at 1100 Palm Boulevard could meet some or all of those needs for the City. Both Council members Moye and Buckhannon felt that based on what they saw of the initial design for the plan, the proposed pool would not meet the needs of the City and serve more as a private club. Director Page said the programs the City would most benefit from include swimming lessons for small children, seniors water exercise classes, and lap swimming, as well as a place for swim team practice and meets. It was decided that discussion surrounding the proper timing of a referendum in 2020 would be on the agenda for the September meeting.

B. Discussion of digital message boards

Administrator Fragoso briefly reviewed City Council's hesitation for using digital messaging boards when it was presented to them five years ago. She suggested that now may be the time to look at new technology as the labor time involved in updating the current signs is lengthy, inefficient, and often untimely. She stated she is sympathetic to the preferred look of a message board and does not want to replace the old ones with anything bigger. Committee members expressed

concern about new signs following City ordinance and not being too flashy. Director Page said messages would not be flashing, moving, or animated in way, thereby adhering to City ordinance. Administrator Fragoso said she and Director Page would look more into the idea and present their findings to Council.

8. The meeting was adjourned at approximately 8:51am. The next Recreation Committee Meeting will be on **Monday, September 9 at 4pm** in the Conference Room.

Respectfully submitted,

Nicole DeNeane

Personnel Committee
8:30am, Tuesday, August 6, 2019
City Hall Conference Room
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

Present: Council members Moye (Chair), Ferencz, and Rice, Administrator Fragoso, and HR Officer DeGroot

2. Approval of Minutes

MOTION: Council Member Rice made a motion to approve the minutes of the June 4, 2019 meeting, and Council Member Ferencz seconded the motion. The minutes were approved unanimously.

3. Citizen's Comments – none

4. Old Business

A. Status of the Boards and Commissions criteria and selection process

HR Officer DeGroot stated the revised application is now on the City's website. Preferred qualifications for each board or commission will eventually be added to the website as well. Administrator Fragoso asked the Committee for guidance on how to approach the upcoming vacancies on the boards and commissions. Discussion ensued on the best way to handle interviews and reappointments. The pros and cons of term limits were also discussed.

Administrator Fragoso said she will reach out to those whose terms are ending this year to determine their interest in being reappointed to their respective board or commission. She will provide that list of names along with their length of service to the Committee in September. Should everyone wish to be reappointed, there will be no need for the application and interview processes. It was further decided that the process of interviewing interested applicants and those who have served lengthy terms should be discussed with the full City Council.

5. New Business

A. Status of hiring Assistant City Administrator

Administrator Fragoso reported that approximately 35 applications have been received to date and will be accepted through August 9. Initial interviews will be scheduled starting the week of August 19. Administrator Fragoso stated that in the past, revisions to job descriptions had gone through City Council, but moving forward, these changes should

be handled by the department head and the HR Officer. This ensures HR procedures are being followed properly and offers a timelier process rather than waiting for monthly City Council meetings. She stated the enhanced job description for the Assistant City Administrator more reflects the current needs of the City following the retirement of the City Clerk.

B. Discussion of City Clerk Role

Administrator Fragoso noted that numerous changes have been made within City Hall to increase productivity including modifying assigned duties to streamline work needing to be done. She stated that a City Clerk is required by State law. Some of the duties of the City Clerk have been automated, while some will be transferred to the Assistant City Administrator. The one duty not reassigned is the taking of the minutes for the Council, committees, boards and commissions meetings. She recommended that the City hire a contract worker for this role. Using contract workers is not something done previously by the City, but it is done by other area municipalities. She said that not hiring a full-time employee to replace the City Clerk could save the City approximately \$70,000. Administrator Fragoso reported that she and HR Officer had met with Nicole DeNeane regarding this work, and she comes recommended from Folly Beach where she had done the minutes for many years. She said this would be on a 6-month trial basis, and Ms. DeNeane would be paid on a per meeting basis.

MOTION: Council Member Moye made a motion to appoint Nicole DeNeane as the interim City Clerk as a contract worker responsible for the meeting minutes, and Council Member Rice seconded the motion. The motion passed unanimously.

The scrapbooking duty was briefly mentioned. Council Member Moye said this is something the CVB should be doing for the City. Administrator Fragoso said that the Clerk of Court has taken on this duty. City staff has been in discussion with the SC Retention Office about what needs to be kept and for how long.

C. Discussion of the Leola Hanbury Award

Administrator Fragoso reviewed the handout in the packet describing the proposed criteria of the newly established Leola Hanbury Award. The donated monies for this award are kept in an interest-bearing account, and Administrator Fragoso will report to the Committee on the status of interest earned. Administrator Fragoso also suggested offering this award as an opportunity by which citizens can donate to acknowledge work done by City staff.

Discussion ensued as to the amount of the award, and it was decided it would be an annual \$1,000 award. Administrator Fragoso said she and HR Officer DeGroot would add additional language under the criteria and distribute it to staff as soon as possible. It will be presented to the Ways and Means Committee for approval before advertising in the paper, and on the Facebook page and City website.

D. Discussion of the annual Employee Appreciation Event

The staff is working on the coordination for this annual event to celebrate City employees. The date for this year's event is Friday, October 18, 2019. The Leola Hanbury Award will be presented at the annual Employee Appreciation Event. HR Officer informed that a planning committee has been formed composed of an employee representing each department. This year's event will most likely be at 2pm so that employees may leave when it is over.

E. Discussion of Isle of Palms Water and Sewer Commission vacancy

Administrator Fragoso reported that Nicholas Shroud had resigned from his role at the Water & Sewer Commission, and State law requires that City Council appoint someone to fill that position. Discussion ensued as to whether or not it was better to wait to see who would be running for the open commissioner positions in the upcoming election. Committee members felt it was vital the person appointed to fill that position be someone the residents knew and trusted. Administrator Fragoso said she would know by August 19 who would be running for the open Commission positions and would report back then when "we will have a clearer picture of what the next step will be."

F. Discussion of Boards and Commissions vacancies

It was determined this topic was sufficiently covered under Old Business.

G. Discussion of developing guidelines to help train City Council

Council Member Moya shared that when he was elected to City Council, he did not have a good understanding of what was expected of him. He feels that the upcoming election is an opportune time to create training for incoming and remaining Council members. Administrator Fragoso offered suggested topics: best practices, running an effective meeting, dealing with the public, ethical questions, basic budgeting tips, and proper use of Executive Session. Council Member Rice shared that she received one-on-one time with a former Council member when she joined the Council and found that to be invaluable. Council Member Ferencz suggested new Council members meeting with staff members to help their understanding of City government operations. Committee members agreed it was a good idea and a curriculum should be developed.

H. Consideration of City Administrator Employment Agreement

Council Member Moya asked that this item be reserved for Executive Session. Council Member Ferencz made a motion to suspend the rules of order and move this item to Executive Session. Council Member Rice seconded the motion. The motion passed unanimously.

6. Miscellaneous Business

A. Administrator Fragoso reported that live streaming of all meetings on the City's website should begin by the end of August.

- B. HR Officer DeGroot shared that the City had recently signed a one-year agreement with First Sun for an Employee Assistance Program. This program provides many areas of assistance for employees and their families such as referrals for day care and elder care, substance abuse counseling, leadership training, financial assistance, and retirement planning. A representative from the company will be present at the Wellness Fair in September. The nominal cost for the program (less than \$3,000) will be shared among all departments and included in next year's budget.

7. Executive Session

MOTION: Council Member Moyer made a motion to move into Executive Session in accordance with S.C. Code Section 30-4-70(a)(1) to consider the City Administrator Employment Agreement. Council Member Rice seconded the motion. The motion passed unanimously.

Upon returning from Executive Session, Council Member Moyer reported that no motions were made and no votes were taken.

8. Adjournment

MOTION: Council Member Ferencz made a motion to adjourn and Council Member Rice seconded the motion. The motion passed unanimously.

Respectfully submitted,

Nicole DeNeane

BOARD OF ZONING APPEALS
August 6, 2019
5:30pm, City Hall Conference Room
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to order

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

2. Minutes

Mr. Karig made a motion to approve the minutes of the June 4, 2019 meeting as distributed. Ms. Holscher seconded the motion. The minutes were approved unanimously.

3. Swearing In

Mr. Thornburg swore in all those intending to provide testimony during the meeting.

4. Home Occupations

A. 3208 Harnett Boulevard

Mr. Kerr reviewed the application included in the packet to allow the establishment of a home office for a home building business. Mr. Thornburg made a motion to approve the request as presented, and Mr. Karig seconded the motion. The motion was approved unanimously.

B. 1 Cross Lane

Mr. Kerr reviewed the application included in the packet to allow the establishment of a home office for a fishing charter business. It was noted that the answer to question 6 regarding the presence of employees should be marked "No." Ms. Campsen made a motion to approve with the one noted change to question six, and Ms. Holscher seconded the motion. The motion was approved unanimously.

5. Variance Request – 1300 Palm Boulevard

Mr. Kerr reviewed appeal 19-07 for 1300 Palm Boulevard, stating they were asking for a 5' variance to allow a cellular (Verizon) platform with equipment to be one foot from the property line. The applicant stated that there are already similar cabinets in the setback, and it will be hard for them to comply with the six-foot setback due to the existing

structures on the property. Mr. Kerr then reviewed the four criteria in §5-4-5(b) regarding variances that Board members must keep in mind when analyzing this request.

Mr. Kerr explained the electrical cabinet to be installed will be on an aluminum platform approximately six feet off the ground that will house wiring then leading up the side of the water tower to an antenna. Mr. Ben Herrick, representing Verizon, stated there is another Verizon tower on the island at 41st Avenue, and they are working on putting in their technology at the Boardwalk Inn within Wild Dunes as well. He said the plans indicate the smallest platform they could make and that there was little to no room to move on that property due to the presence of water lines and easements. Mr. Bill Jenkins, Special Projects Manager at the Water & Sewer Commission, stated “the underground real estate” to relocate the water lines does not exist in this area. Both Mr. Herrick and Mr. Jenkins indicated they have looked at other locations on the island and have found nothing else that works as well as this spot.

Board members discussed the applicability of all criteria to this situation but believed that the third criteria, regarding the unreasonable restriction of the utilization of the property, were not being met in this case since it was already being used for these same purposes by other cellular companies. Mr. Herrick argued that the property is unique due to the presence of the water tower and that the tower is specially suited to hold cellular antennas, better than another other property on the island. Mr. Kerr pointed out that the property can be and is still being used.

Ms. Campsen made a motion to deny the variance due to the fact the request does not satisfy the third criteria in of the zoning code. Mr. Karig seconded the motion. The motion passed unanimously.

6. Miscellaneous Business

A. Selection Criteria for future Board members

Mr. Kerr reviewed the request before the Board from the Personnel Committee to draft qualifications, requirements, and or necessary skill sets desired of any future Board members. Mr. Kerr questioned if this particular board is better served by individuals with a broad history and understanding of the island or by those with “fresh ideas.” Board members discussed various skill sets and personality traits that would best serve the Board. Mr. Kerr said he will compile the ideas generated and would bring back something in writing to the Board next month. He encouraged Board members to email him with any further thoughts between now and then.

B. Mr. Thornburg noted that the trailer the Board requested be moved near the Boat House has not returned. Other Board members noted the same.

C. Ms. Campsen asked about the status of the appeal approved for 1130 Ocean Boulevard allowing the outdoor sale of food and beverages. Mr. Kerr said he would look into the status of the appeal and report back to the Board.

7. **Adjournment** - The meeting was adjourned at approximately 6:40pm.

Respectfully submitted,

Nicole DeNeane

Planning Commission
Wednesday, August 14, 2019
4:30pm, 2nd Floor Conference Room
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

Present: Richard Ferencz, William Mills, Lisa Safford, Phillip Pounds, Ron Denton, and Douglas Kerr, Director of Planning

Absent: Vince DiGangi and Lewis Gregory

2. Public Comments

Maggie and Eddie Shepard, 4 20th Avenue, shared a story about a recent large party at a short-term rental near her home. Police were involved in breaking up the event, and she commended them for their work that evening. She provided copies of questions she would like the commissioners to consider when they discuss the issues surrounding short-term rentals. Mr. Shepard added that their home is surrounded by two other short-term rental properties. He, too, commended the efforts of the police for their work that evening, particularly Sgt. Stanton. He expressed concern about the homes for sale on Forest Trail, hoping they will not be purchased for the purpose of profit. He asked, “Why is someone’s profit more important than my serenity?”

Mel Miles, an Isle of Palms property owner and manager of 30 properties on the island, stated that he makes sure his renters are aware of the rules. He added that Sgt. Ambas told him that most issues with short-term rentals come from home without a manager. He stressed the need to penalize the problem homes and not everyone else. He later added that having a maximum occupancy for each home makes sense. He would also like to see current laws enforced and future laws that penalize the property owner. Mr. Miles, in a response to a question from Mr. Denton, said that the further away a property is from the beach, the lower the per night stay charge.

Elizabeth Campsen stated she emailed her comments to the commissioners earlier in the day with suggestions that may help people on both sides of the issues. She said that most of the current laws are “one-size-fits-all” and need to be revisited. She suggested limiting the number of cars allowed at a property, adding that rentals of 1-2 nights seem to cause more issues and perhaps a minimum stay requirement was in order.

Russell Stemke, 3506 Harnett Blvd, asked about the status of the ordinances surrounding SR1 and SR2 lots, and Mr. Kerr stated they had already been enacted.

Sandy Stone, no address given, who works with Island Realty, also spoke to the “one-size-fits-all” laws passed many years ago, noting they need to be revisited. He said there are almost as many residents who have issues needing police attention as renters and that it is not possible to manage people’s behavior.

3. Minutes

MOTION: Mr. Pounds made a motion to approve the minutes of the July 10, 2019 meeting, and Ms. Safford seconded the motion.

VOTE: The minutes passed unanimously.

MOTION: Mr. Ferencz made a motion to change the order of the agenda so the discussion of short-term rentals occurred first. Mr. Pounds seconded the motion.

VOTE: The motion passed unanimously.

4. Discussion of Short-Term Rentals

Commissioners discussed whether or not they had the appropriate data to move forward with a discussion about how to manage short-term rentals. Mr. Kerr pointed out that tonight’s discussion was focused on the “Concepts for Consideration” list in the packet to decide which of those options are worthy of more discussion. The commissioners then conducted a thorough review of the “Concepts for Consideration,” removing several items. It was determined that more data would be needed from the police department to make further recommendations on some of these ideas.

5. Recommendation on Drainage Projects

Mr. Kerr briefly reviewed the four options for the drainage project provided by Thomas & Hutton. He indicated that the Public Works Department has expressed their preference for Option 3 to the City Council. Discussion ensued about the pros and cons of options 1 and 3. Mr. Pounds made a motion to recommend to City Council the Planning Commission’s preference for Option 1 unless Option 3 has an identified funding source to pay back the additional monies spent on the parking spaces within 7 years, that the project not be phased nor tied to any larger water or sewer project, and that any pre-planned and budgeted water and sewer projects move forward as planned. Mr. Mills seconded the motion. The motion passed with all in favor.

6. Update on MOU with the Water & Sewer Commission.

Mr. Kerr reported a change in management at the Water & Sewer Commission, and that Chris Jordan is the acting interim manager. He stated that he and Administrator Fragoso met with him earlier in the week to discuss the MOU and the three open ordinances awaiting comment. A meeting with the Water & Sewer Commission is anticipated for early September, when they will also discuss the openings coming up on that Commission.

7. Adjournment – off record at 7:11pm.

Respectfully submitted,

Nicole DeNeane

ORDINANCE 2017-08

AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 5, LAND DEVELOPMENT REGULATION, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO REQUIRE THAT ALL SUBDIVISIONS OF LOTS BE CONNECTED TO THE PUBLIC SEWER SYSTEM AND TO REQUIRE CERTAIN INFORMATION RELATED TO SEWER CONNECTION FOR THE SUBDIVISION APPROVAL PROCESS.

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

SECTION 1. That Paragraph (b) of Section 5-5-1, "Subdivision approval required," is hereby amended to state as follows:

"(b) *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:

Subdivision means any division of a lot, tract or parcel of land into two (2) or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, and includes all division of land involving a new street or change in existing streets and includes resubdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, and includes combinations of lots or record. However, the following exceptions are included within this definition only for the purpose of requiring that the Planning Commission be informed and have a record of the subdivisions:

(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this chapter;

(2) The division of land into parcels of five (5) acres or more where no new street is involved and plats of these exceptions must be received as information by the Planning Commission, which shall indicate such fact on the plat; and

(3) The combination or recombination of entire lots of record where no new street or change in existing streets is involved.

Public sewer means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems as defined in section 5-4-2."

SECTION 2. That Paragraph (c)(9) of Section 5-5-3, "Conceptual plan," is hereby amended to state as follows:

"(9) Existing and proposed methods of wastewater disposal."

SECTION 3. That Paragraph (c)(2)(9)(a) of Section 5-5-4, "Preliminary plat," is hereby amended to state as follows:

“(9) Accompanying data as listed in subsection (9)(a) of this section:

- (a) The preliminary plat shall be accompanied by:
 - 1. a statement from the Isle of Palms Water and Sewer Commission stating that public sewer capacity is available to serve the proposed lots; and
 - 2. a statement from the owner agreeing to provide public sewer service to the proposed lots.”

SECTION 4. That Paragraph (c)(2)(8) of Section 5-5-6, “Final plat,” is hereby amended to state as follows:

“(8) In subdivisions where existing public sewer systems have been extended and/or a new system installed, the applicant shall submit: (i) a letter of operation and maintenance agreement for the system from the Isle of Palms Water and Sewer Commission and (ii) certifications of inspection from the State Department of Health and Environmental Control (SCDHEC).”

SECTION 5. That Paragraph (b)(2) of Section 5-5-8, “Required improvements,” is hereby amended, and Paragraph (b)(3) is hereby deleted, and the remaining Paragraphs shall be renumbered accordingly as follows:

- “(1) Utility, drainage and street improvements shall be as required by and in conformance with the standards and specifications of the latest edition of the County Road Code.
- (2) The owner shall install public sewer lines and connect to the public sewer system operated and maintained by the Isle of Palms Water and Sewer Commission.
- (3) Street name signs in accordance with the requirements of the current edition of the County Road Code shall be installed. Should another type be desired, exceeding these standards, plans shall accompany the preliminary plat for approval.
- (4) All required drainage facilities shall be properly constructed in accordance with the standards and specifications of the latest edition of the County Road Code.
- (5) All lots not exceeding two hundred (200') feet in depth shall be provided with means for positive drainage and shall have a slope of not less than 0.70 percent to an approved swale, ditch, gutter or other type of approved drainage facility. Larger tracts of land shall either meet this standard or provide for adequate drainage by using one or more of the techniques contained in OCRM stormwater guidelines and approved by the Building Official and Public Works Department as consistent with the drainage patterns for surrounding properties.”

SECTION 6. That Section 5-5-10, “Exceptions,” is hereby renamed and amended to state as follows:

“Sec. 5-5-10. – Exception to preliminary plat review process.

For a proposed subdivision, or modification of an existing lot or subdivision, which does not involve the construction or improvement of any street or drainage system, an owner may submit the following information to the Zoning Administrator in lieu of the preliminary plat requirements:

(1) The information required for review of a conceptual plan, as set forth in section 5-5-3.

(2) A letter confirming the availability of public sewer service from the Isle of Palms Water and Sewer Commission and a statement from the owner agreeing to provide public sewer service to the proposed lots.

(3) In subdivisions where existing public sewer systems have been extended and/or a new system installed, the applicant shall submit: (i) a letter of operation and maintenance agreement for the system from the Isle of Palms Water and Sewer Commission and (ii) certifications of inspection from the State Department of Health and Environmental Control (SCDHEC).

Review shall follow the procedures set forth for final plats in section 5-5-6; provided, however, that if the Building Official determines that street or drainage system modifications are required, the application shall be construed as one for issuance of a preliminary plat pursuant to section 5-5-4.”

SECTION 7. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 8. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 9. 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 _____, 2018.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading:_____

Public Hearing:_____

Second Reading:_____

Ratification:_____

TITLE 5 – PLANNING AND DEVELOPMENT
CHAPTER 5. - LAND DEVELOPMENT REGULATION

Sec. 5-5-1. - Subdivision approval required.

Approval of any subdivision of property within the City shall be required as set forth hereinbelow. These requirements shall be referred to as the "Land Development Regulations" of the City.

- (a) *Scope.* Regarding real property in the City, no subdivision shall be made, platted, or recorded for any purpose, nor shall parcels resulting from such subdivisions be sold or offered for sale, unless such subdivision meets all requirements of these regulations.

- (b) *Subdivision defined.* 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:

The term "subdivision" means any division of a lot, tract or parcel of land into two (2) or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, and includes all division of land involving a new street or change in existing streets and includes resubdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, and includes combinations of lots or record. However, the following exceptions are included within this definition only for the purpose of requiring that the Planning Commission be informed and have a record of the subdivisions:

- (1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this chapter;
- (2) The division of land into parcels of five (5) acres or more where no new street is involved and plats of these exceptions must be received as information by the Planning Commission, which shall indicate such fact on the plat; and
- (3) The combination or recombination of entire lots of record where no new street or change in existing streets is involved.

Public sewer means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems as defined in section 5-4-2.

- (c) *Compliance with zoning requirements.* All applications for subdivision must also meet all of the applicable requirements of title 5, chapter 4, pertaining to zoning.
- (d) *Plats required to be stamped.* All plats for the subdivision of property within the City shall bear the stamp of the City Planning Commission and an authorized signature as a condition precedent to recording at the County RMC Office, or its successor office.

Sec. 5-5-2. - Subdivision approval process.

The procedure for obtaining subdivision approved by the City is as follows:

- (a) Conceptual plan: Submission and review are optional.
- (b) Preliminary plat: Submission, review and approval are required.
- (c) Conditional plat: Submission, review and approval are optional.

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(d) Final plat: Submission, review, approval and recording are required.

Subsection (a) of this section is optional, at the discretion of the owner. Subsection (b) of this section shall be completed prior to land clearing, grading or making any street or other improvements, including utilities. Either subsection (c) or (d) of this section shall be completed prior to commencement of building construction and/or sale of any lots within the proposed subdivision. Subsection (d) of this section shall be completed prior to the occupancy of any structure.

Sec. 5-5-3. - Conceptual plan.

- (a) *Purpose.* Conceptual plans are encouraged but are not required. The purpose of conceptual plan review is to assist the owner in demonstrating compliance with this chapter prior to extensive site planning and expenditures.
- (b) *No rights granted by conceptual plan review.* Conceptual plan review is solely advisory in nature. Conceptual plan review does not involve any interpretation or approval and it creates no vested right or right of reliance on the part of the owner.
- (c) *Information required for review.* Conceptual plans shall contain at least the date, be legibly drawn to scale, but not necessarily showing exact dimensions, and include the following:
 - (1) North arrow, written and graphic scales, and a location map showing the relationship between the proposed subdivision and the surrounding area.
 - (2) Tract boundaries and total acreage.
 - (3) Significant topographical and physical features including the location of all critical areas, wetlands, watercourses within and abutting the tract, flood hazard areas and designation of flood hazard zone.
 - (4) The location, names and rights-of-way widths of existing streets.
 - (5) Tentative street and lot arrangement showing acreage, proposed minimum lot size and the number of lots.
 - (6) Existing and proposed land uses throughout the subdivision.
 - (7) Zoning classification and TMS numbers.
 - (8) Existing and proposed drainage and utility easements.
 - (9) Statement for Existing and proposed methods of sanitary-sewerage wastewater disposal.
 - (10) The location of the critical area as defined by OCRM, and delineation of the marsh setback required by section 5-4-18. All wetland areas under the jurisdiction of the OCRM or the U.S. Army Corps of Engineers shall be shown.
 - (11) Flood hazard zone, the OCRM critical line, baseline and construction setback line and the City's zoning beach front jurisdictional setback line shall be shown; if applicable.
 - (12) The tree survey required in section 5-4-61.
 - (13) Owner's name, address and telephone number.
- (d) *Review process.* The applicant may submit a proposed conceptual Plan to the Zoning Administrator, who shall forward the plan to the City Building Official and the Planning Commission for advisory review. The Planning Commission shall provide the applicant with the advisory and nonbinding results of its review within forty-five (45) days following submission of the plan. City Council hereby delegates to the Planning Commission the review of any conceptual plan pursuant to any PDD zoning district requirement.

Sec. 5-5-4. - Preliminary plat.

(a) *Required.* Submission and approval of a preliminary plat is the first formal stage of a subdivision application review. Preliminary plat approval is required before site improvements may commence.

(b) *Rights afforded by approval.* Issuance of a preliminary plat authorizes the owner to proceed with the installation of site improvements and with the preparation of final plats. Preliminary plat approval does not authorize the sale or transfer of lots, or the commencement of construction of improvements.

(c) *Information required for review.*

1. Preliminary plats shall be drawn to scale no smaller than 1" = 200'. Where large areas are being platted, they may be drawn on one (1) or more sheets not to exceed twenty-two inches (22") by thirty-four inches (34") in size. For small areas being platted, a scale of 1" = 100' shall be used, provided the drawing does not exceed twenty-two inches (22") by thirty-four inches (34") in size.

2. In addition to the information required for conceptual plans in section 5-5-3(c), the following information shall be required:

(1) The courses and distances of the perimeter of the subject property shall be shown.

(2) References to a known point such as street intersections and railroad crossings.

(3) Zoning classifications, total acreage and total number of lots.

(4) The County Tax Map System (TMS) identification numbers of adjacent properties, and street names where known or available, and all intersecting boundaries or property lines shall be shown.

(5) Proposed divisions to be created shall be shown, including the right-of-way widths, roadway widths, easement widths, and names of streets; the location of proposed utility installations, lot lines; and sites reserved or deeded for public uses.

(6) The title, scale (including graphic scale), north arrow (magnetic, grid or true), date, name of the subdivider and the name of the licensed professional who prepared the plat, together with his South Carolina Registration Number and seal shall be shown on each sheet.

(7) Drainage features shall be shown.

(8) When required by the City Building Official or other requirements, a drainage plan showing profiles, plans and drainage specifications for existing and/or proposed on-site stormwater drainage facilities and off-site facilities to be used to carry stormwater from the site.

(9) Accompanying data as listed in subsection (9)(a) of this section:

(a) The preliminary plat shall be accompanied by:

1. either a statement from the Isle of Palms Water and Sewer City Water and Sewer sewer capacity is available to serve the proposed lots; and

2. or where a sewer line does not abut the property or public sewer capacity is not lots.

(e) *Review process.*

(1) The owner shall submit a proposed preliminary plat to the Zoning Administrator, who shall forward the application to the Planning Commission, the City Building Official and all other applicable City departments and consultants for review. Complete applications submitted more than fourteen (14) days prior to the next regularly scheduled meeting of the Planning Commission will be placed on the Commission's agenda for review; complete applications submitted within fourteen (14) days of a regularly scheduled Commission meeting shall be placed on the agenda of the following regularly scheduled meeting. Twelve (12) copies of the plat and two (2) copies of the required supplemental material shall be submitted.

- (2) Fees set by City Council pursuant to section 5-5-12 must be paid by the applicant at the time of submission of a proposed preliminary plat.
- (3) The Planning Commission shall take action to approve, disapprove, or approve with specified conditions the preliminary plat within the sixty (60) days after receipt of a complete application and all required information. Failure to act within the sixty (60) day period, unless extended by agreement, shall be deemed to constitute approval and a certificate to that effect shall be issued by the Planning Commission on demand. The owner shall be notified in writing of the actions taken.
- (4) A record of all actions on all plats with the grounds for approval or disapproval and any conditions attached to the action must be maintained by the Planning Commission as a public record.
- (f) *Duration.* Approval of a preliminary plat is valid for one (1) year from the date of approval. Where a subdivision is being developed in sections, the one (1) year shall be measured from the date of the most recent final approval granted to a portion of the subdivision. Prior to the expiration of a preliminary plat, the developer may apply for a one (1) year extension of time by the Planning Commission. There is no right to receive an extension, and the Planning Commission has the discretion to require the subdivider to apply for a new preliminary plat; the Planning Commission shall consider the applicant's progress or lack thereof in proceeding with the development and any change circumstances and restrictions in deciding whether to grant an extension.

Sec. 5-5-5. - Conditional plat.

- (a) *Submittal.* Submission and approval of the conditional plat is an optional second formal stage of the subdivision regulation process. Approval authorizes the sale of lots and the construction of structures before site improvements are made, provided that adequate financial guarantees are provided to the City to ensure that all required improvements will be completed.
- (b) *Rights afforded by approval.* Issuance of a conditional plat authorizes the subdivider to proceed with the sale or transfer of lots and with the preparation of final plats. Further, structures may be approved and constructed, pursuant to the requirements of this title, on lots covered by a conditional plat. However, no certificate of occupancy shall be issued for any structures until approval and recording of a final plat is obtained by the owner.
- (c) *Information required for review.* In addition to the information required for review of a preliminary plat submission, the following information is required:
 - (1) The applicant shall submit a bond or other financial guarantee meeting the criteria set forth in section 5-5-9.
 - (2) The following conditions shall be conspicuously noted on the plat:
 - a. "This is a conditional plat. No final approval from the City has been obtained. Final plat approval is contingent upon completion and approval of all required improvements. No property shown on the preliminary plat may be occupied in any manner until a final plat is approved by the City. No building permits will be issued until the road base and water system are installed."
 - b. "It shall be the duty of any attorney, real estate agent or broker involved in the subdivision process to give notice of these conditions of approval to all prospective purchasers of any parcels shown thereon."
- (d) *Criteria for review.* The application for conditional plat approval must contain all required elements. Incomplete applications shall be returned to the applicant without review. All rejected applications shall be accompanied by a letter from the Planning Commission stating the reason for the rejection.
- (e) *Review process.* The application for conditional plat shall follow the same process set forth for the approval of a preliminary plat pursuant to section 5-5-4.
- (f) *Duration.* In the event required improvements are not completed within one (1) year from the date of approval of a conditional plat, the City shall have the right to invoke the applicable financial guarantees

and complete construction of the required improvements. The developer may apply for an extension of time of up to one (1) year by the Planning Commission to complete the required improvements, provided that adequate financial guarantees are so extended; however, no more than two (2) such extensions may be granted, and the Planning Commission has the right to invoke the applicable financial guarantees rather than grant an extension.

Sec. 5-5-6. - Final plat.

- (a) *Required.* Submission and approval of the final plat is the final stage of the subdivision approval process. Such approval is required before a certificate of occupancy will be issued.
- (b) *Rights afforded by approval.* Approval of a final plat authorizes the owner to sell or transfer lots, and to commence construction of structures provided all necessary permits have been obtained therefor, and further authorizes issuance of a certificate of occupancy upon compliance with all requirements of section 5-4-101.
- (c) *Information required for review.*
 - 1. The final plat must be recordable at the County RMC Office, drawn on sheets not exceeding twenty-two inches (22") by thirty-four inches (34"), with a scale of 1" = 100' or larger, and not less than eight and one-half inches (8½") by eleven inches (11"). Where necessary the plat may be on several sheets accompanied by an index sheet or key map insert showing the entire subdivision.
 - 2. In addition to the information required for review of the preliminary plat in section 5-5-4, the following information shall be required:
 - (1) All information required on the preliminary plat, with the exception of topographic data.
 - (2) All property lines with distances, accurate bearings or deflection angles. If a control traverse is run between any two (2) points on any property lines, then it shall be noted. For property lines which are curves or are in part curves, the arc length and radius shall be shown.
 - (3) Curve data for all curves shall consist of the following: The Delta angle, the degree of the curve, the tangent distance, the length of curve by arc method, and the radius. This information should be calculated along the centerline or other defined traverse line for the entire curve, beginning to end as one (1) set of data.
 - (4) The location of all points of curvature and tangency.
 - (5) The location of points of intersection where circular curves are not used.
 - (6) Lot and block numbers suitably arranged by an easily understood system.
 - (7) Certificate of accuracy. A certificate of accuracy shall be lettered or printed on the face of the final plat. The signature, seal and certification of a State-registered professional land surveyor to the effect that the final plat accurately reflects a Class A survey, that all monuments shown thereon actually exist and their position is accurately showing, and that all dimensional details are correct.
 - (8) In subdivisions where existing ~~public water and~~ public sewer systems have been extended and/or a new system installed, the applicant shall submit: (i) a letter of operation and maintenance agreement for the system from the Isle of Palms Water and Sewer Commission and (ii) certifications of inspection from the State Department of Health and Environmental Control (SCDHEC).
 - (9) A statement as follows: "This plat is subject to all applicable easements, reservations and restrictive covenants of record."
 - (10) Accurate location, material and description of monuments and markers. Monuments to be placed after final street improvements shall be designated as "future."
 - (11) Certificates, as follows:

- a. A surveyor's certificate as to accuracy of survey and plat.

"I, [name of surveyor], a registered surveyor of the State of South Carolina, do hereby certify that I have surveyed the property shown hereon, that this plat shows the true dimensions of the property and that all necessary markers have been installed and the precision is 1: _____ [state actual precision]."

The unadjusted field measurement of lots and blocks shall be accurate within the standards set forth in the minimum Standards Manual of the State Board of Engineering Examiners.

- b. A statement of dedication by the property owner of any streets, rights-of-way, easements, or other sites for public use. If any change in ownership is made subsequent to the submission of the plat and prior to the granting of final approval, the statement or dedication shall be amended accordingly.
- c. The signature and seal of the registered land surveyor in accordance with the current Minimum Standard Manual for the Practice of Land Surveying in South Carolina.
- d. The date of the field survey upon which final plat is based.

- (d) *Criteria for review.* The application for final plat approval must contain all required elements. Incomplete applications shall be rejected and returned to the applicant without review. All rejected applications shall be accompanied by a letter from the Planning Commission stating the reason for rejection.

- (e) *Review process.*

- (1) The applicant shall submit a proposed final plat to the Zoning Administrator, who shall forward the application to the Planning Commission, the City Building Official and all other applicable City departments and consultants for review. Complete applications submitted more than fourteen (14) days prior to the next regularly scheduled meeting of the Planning Commission will be placed on the Commission's agenda for review; complete applications submitted within fourteen (14) days of a regularly scheduled Commission meeting shall be placed on the agenda of the following regularly scheduled meeting. Twelve (12) copies of the plat and two (2) copies of the required supplemental material shall be submitted.
- (2) The Planning Commission may request additional information or documentation to make an application complete and eligible for review.
- (3) The Planning Commission shall take action to approve, disapprove, or approve with specified conditions the final plat within sixty (60) days after receipt of a complete application and all required information. Failure to act within sixty (60) days, unless extended by agreement, shall be deemed to constitute approval and a certificate to that effect shall be issued by the Planning Commission on demand.
- (4) A record of all actions on all plats with the grounds for approval or disapproval and any conditions attached to the action must be maintained by the Planning Commission as a public record. In addition, the owner must be notified in writing of the actions taken.
- (5) When the Planning Commission approves a final plat after all requirements of these regulations are met, it shall cause its action, including any conditions, to be noted on the face of the original final plat.
- (6) The City reserves the right to require that the following statement be placed upon the plat:
"The approval of this plat does not obligate the City of Isle of Palms in any way to accept the maintenance any of the streets, roads, accesses or easements shown hereon."
- (7) No property may be sold or transferred prior to the approval and recording of the final plat, except pursuant to a conditional plat issued under section 5-5-5.

- (8) No certificate or occupancy pursuant to section 5-4-101 shall be issued prior to the approval and recording of a final plat.
- (9) Fees as set forth in section 5-5-12 will be levied to defray expenditures associated with processing of applications. These fees are due upon submission of an application.

Sec. 5-5-7. - Development standards.

- (a) *Location.* Critical area, land subject to flooding by normal tides, freshwater wetlands and other areas subject to periodic inundation shall not be subdivided for residential use, unless provisions are made for satisfactory drainage in accordance with the requirements of OCRM, U.S. Army Corps of Engineers and other applicable State and Federal regulatory agencies. All drainage system shall be designed and constructed in accordance with the requirements of the OCRM and the latest edition of the County Road Code.
- (b) *Easements and dedications.*
 - (1) Easements for drainage, water or sewer, may be required along rear and side property lines where necessary. Redesign of the lot may be required to address drainage conditions.
 - (2) Drainage easements shall be provided and dedicated in accordance with the requirements of the OCRM and the latest edition of the County Road Code.
 - (3) Easements shall center along or be adjacent to a common property line where practical.
 - (4) No subdivision shall block or obstruct the natural drainage of the adjacent area.
 - (5) Existing natural drainage shall be retained or adequately relocated.
 - (6) Dedication of streets, schools sites, or recreational areas may be required.
- (c) *Lots.* Lot requirements are contained in sections 5-4-32 through 5-4-40, with special requirements and exceptions contained in additional sections of this title.
- (d) *Flood prevention.*
 - (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
 - (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
 - (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
 - (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which is greater than fifty (50) lots or five (5) acres.
- (e) *Other requirements.*
 - (1) All land subdivisions in the City shall be in accordance with (Class A) Urban Land Surveys as promulgated by S.C. Code 1976, title 40, ch. 22, as amended, and as described in the Minimum Standards Manual For the Practice of Land Surveying in South Carolina.
 - (2) Beachfront property. All plats for beachfront property shall contain the following note:

"The City of Isle of Palms, at the time of the approval of this plat, prohibits the issuance of any permits for any kind of hard beach erosion control structures or devices (i.e., sea walls, revetments, rip-rap, bulkheads, groins, large sandbags, etc.) within the area landward of the OCRM critical area and within a 250-foot radius of the mean high water mark of the Atlantic Ocean, Breach Inlet, or Dewees Inlet, and strongly opposes the issuance of any permits for hard beach erosion control structures elsewhere in the City.
 - (3) The Planning Commission shall approve and authorize the name of a street or road laid out within property over which it has jurisdiction. Also, it may, after fifteen (15) days' notice published in a

newspaper having general circulation in the City, change the name of a street or road within the City pursuant to S.C. Code 1976, § 6-29-1200, as amended.

- (4) No land development plan, including subdivision plats, shall be approved unless all land intended for use as building sites can be used safely for building purposes without danger from flood or other inundation or from other menaces to health, safety or public welfare.
- (5) Stormwater management. No land development plans, including subdivision plats, shall be approved unless the property meets all requirements contained in title 3, chapter 3, pertaining to stormwater regulations.

Sec. 5-5-8. - Required improvements.

(a) *Markers.*

(1) Markers shall be placed as specified below:

- a. A marker shall be set on the right-of-way line at the ends of the block for every block length of street. When blocks occur that have a curve in them, markers shall be set on both sides of the street at the ends of tangents. Markers shall also be set on rights-of-way (on each side of the centerline) at angle points when curves are not used. All interior lot corners shall be marked.
- b. Markers shall be one of the following:
 1. A reinforced concrete marker with a brass or copper pin in the top. Concrete markers shall be a minimum of three feet (3') long and have a minimum cross sectional area of nine (9) square inches. They shall protrude above the ground not less than two inches (2") and not more than six inches (6").
 2. An iron pipe having a minimum diameter of three-fourths ($\frac{3}{4}$) inch hollow or one-half ($\frac{1}{2}$) inch solid steel. Such iron pins will be a minimum of two feet (2') in length and shall extend above the ground at least one inch (1").

(2) Markers shall be installed prior to the submission of and approval of the final plat.

(3) The location and type of all markers used shall be indicated on the final plat.

(b) *Utility, drainage and street improvements.*

(1) Utility, drainage and street improvements shall be as required by and in conformance with the standards and specifications of the latest edition of the County Road Code.

~~(2) The owner shall install public water lines where public water service is available within five hundred feet (500') of the property.~~

~~(43)~~ Street name signs in accordance with the requirements of the current edition of the County Road Code shall be installed. Should another type be desired, exceeding these standards, plans shall accompany the preliminary plat for approval.

~~(54)~~ All required drainage facilities shall be properly constructed in accordance with the standards and specifications of the latest edition of the County Road Code.

~~(65)~~ All lots not exceeding two hundred (200') feet in depth shall be provided with means for positive drainage and shall have a slope of not less than 0.70 percent to an approved swale, ditch, gutter or other type of approved drainage facility. Larger tracts of land shall either meet this standard or provide for adequate drainage by using one or more of the techniques contained in OCRM stormwater guidelines and approved by the Building Official and Public Works Department as consistent with the drainage patterns for surrounding properties.

Sec. 5-5-9. - Financial guarantees.

- (a) In lieu of completing the required improvements listed hereinabove, a no-contest, irrevocable bank letter of credit, or performance and payment bond underwritten by an acceptable State-licensed

corporate surety, or a bank cashier's check, all in favor of the City, to ensure that in the event of default by the developer funds will be available to install the required improvement at the expense of the owner, may be accepted by the Planning Commission; provided that the City Attorney has in each instance reviewed each letter of credit or bonding agreement and has given an opinion in favor of the City that the interests of the City are fully protected. Where a cashier's check for the full cost of the improvements is utilized, opinion of counsel may be waived. The amount of the bond shall be set by the Planning Commission, and shall be not less than one hundred twenty-five percent (125%) of the projected cost of the improvements, with a minimum of \$2,000.00, if completed two (2) years after the date of the bond.

- (b) Upon completion of the improvements as required by this section, written notice thereof shall be given by the subdivider to the bond holder, who shall cause an inspection of the improvements to be made. The bond holder will within thirty (30) days of the date of notice, authorize in writing the release of the security given, provided improvements have been completed in accordance with the required specifications. Should the improvements not be completed in accordance with the required specifications by the date originally stipulated in writing by the bond holder, the funds derived from said bond or cashier's check will be used by the bond holder to complete the improvements according to required specifications, at the earliest reasonable time. Where it appears that the bond was insufficient to finance the required improvements after the subdivider has defaulted, City Council will assess the individual subdivider the cost of the improvements over and above the surety amount.
- (c) In no instance will the bond holder be authorized to extend for the subdivider the completion date originally stipulated.
- (d) Pro-rata refunds based on a percentage of overall completion shall not be authorized, with the exception of an irrevocable bank letter of credit. The Planning Commission, may at its discretion, refund no more than ninety percent (90%) of the original estimated completion cost of that portion of the project requested by the developer.
- (e) The Planning Commission shall review, approve, or reject each acceptance of surety in lieu of completion of improvements. In making its determination it shall give due consideration to the commitments made by the subdivider to individual purchases.

Sec. 5-5-10. ~~Exception to preliminary plat review process.~~

For a proposed subdivision, or modification of an existing lot or subdivision, which does not involve the construction or improvement of any street or drainage system, an owner may submit the following information to the Zoning Administrator in lieu of the preliminary plat requirements:

- (1) The information required for review of a conceptual plan, as set forth in section 5-5-3.
- ~~(2) County Health Department approval for lots that will utilize on-site sanitary sewerage disposal Commission and a statement from the owner agreeing to provide public sewer service to the proposed lots.~~
- ~~(3) In subdivisions where existing public sewer systems have been extended and/or a new system installed, the applicant shall submit: (i) a letter of operation and maintenance agreement for the system from the Isle of Palms Water and Sewer Commission and (ii) certifications of inspection from the State Department of Health and Environmental Control (SCDHEC).~~

Review shall follow the procedures set forth for final plats in section 5-5-6; provided, however, that if the Building Official determines that street or drainage system modifications are required, the application shall be construed as one for issuance of a preliminary plat pursuant to section 5-5-4.

Sec. 5-5-11. - Variances.

- (a) Where extraordinary hardship may result from strict interpretation of these regulations, the applicant may apply to the Planning Commission for a variance. Such variance may be granted to alleviate such hardship, provided that such variation does not have the effect of nullifying the intent and purpose of these regulations.

- (b) The application for a variance shall clearly and definitely state the reason why a variance is needed. Consideration must be given to the following factors:
 - (1) Special conditions affecting the property.
 - (2) Undue hardships that will result from adherence to the requirements.
 - (3) Grants of variance shall not be detrimental to adjacent property or to the public interest. Conditions may be imposed on any such variance.

Sec. 5-5-12. - Fees.

- (a) Fees charged to defray the costs of plat review shall be set forth in a Schedule of Fees, to be developed by the Building Official and approved by resolution of City Council.
- (b) Such Schedule of Fees may be amended from time to time by resolution of City Council.

Sec. 5-5-13. - Vested rights.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - 1. *City* means the incorporated area of the City.
 - 2. *Approved* means a final review and approval by the Planning Commission of a site specific development plan in accordance with the provisions of this chapter. Phased development plans remain subject to review by the Planning Commission of all phases prior to being vested.
 - 3. *Landowner* means an owner of a legal or equitable interest in real property, including heirs, devisees, successors, assigns and personal representatives of the owner. Landowner also includes a person holding a valid contract to purchase real property whom the owner has given written authorization to act as his agent or representative for the purpose of submitting a proposed development plan.
 - 4. *Phased development plan* means a development plan submitted to the Planning Commission by a landowner that shows the types and density or intensity of uses for a specific property or properties to be developed in stages but which do not satisfy the requirements of a Site Specific Development Plan.
 - 5. *Site specific development plan* means a plan submitted by a landowner which describes with reasonable certainty the types and density or intensity of uses for specific property and must include, at a minimum, a preliminary plat in conformity with section 5-5-4(c) and a site plan which includes the sizes, shapes, dimensions and locations of all proposed structures.
 - 6. *Vested right* means the right to undertake and complete the development of property under the terms and conditions of a Site Specific Development Plan in conjunction with this section and in conformity with City land development ordinances and upon final approval by the Planning Commission.
- (b) Submission and approval of a site specific development plan confers upon the owner a vested right to undertake and complete the development of the subject property in conformity with the information provided by the owner to the Planning Commission.
- (c) A vested right is established for two (2) years from the date of final approval of a site specific development plan. Such vested right shall receive no more than five (5) one-year extensions upon written application by the landowner for each year that an extension is desired and shall be received no later than thirty (30) days prior to the expiration of the current term. No extension shall be approved if an amendment to this chapter has been adopted that prohibits such approval.
- (d) A vested right in a site specific development plan shall not attach until all plans have been received, approved and all fees paid in accordance with the procedure outlined in subsection (e) of this section. All administrative appeals must be resolved in favor of the applicant before a vested right attaches.

- (e) The procedure for the review process of a site specific development plan is the same as that required to submit a preliminary plat as set forth in section 5-5-4(e).
- (f) The Board of Zoning Appeals has no authority to grant a vested right and no such right shall accrue as a result of its actions.
- (g) Variances or special exceptions do not create vested rights.
- (h) A phased development plan is not eligible for vesting.

Sec. 5-5-14. - Penalties.

Any violation of the provisions of this chapter shall be a misdemeanor, punishable pursuant to section 1-3-66; and in addition, any City official is hereby authorized and empowered to enforce these regulations pursuant to the remedies set forth in section 5-4-7.

ORDINANCE 2017-09

AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO PROVIDE THAT ALL NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENTS SHALL BE CONNECTED TO A PUBLIC SEWER SYSTEM WHERE A PUBLIC SEWER LINE IS LOCATED WITHIN ONE HUNDRED FIFTY (150') FEET AND TO REDUCE THE LOT COVERAGE REQUIREMENTS AND FLOOR AREA RATIO REQUIREMENTS FOR LOTS WITH SEPTIC SYSTEMS.

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

SECTION 1. That Section 5-4-2, "Definitions," is hereby amended to state as follows:

"Sec. 5-4-2. - 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:

(1) *Accessory building or use* means a use or building customarily incidental, subordinate to, and detached from the principal use or building and located on the same lot with such principal use or building.

(2) *Adjoining property* means any piece, parcel or lot of real property abutting any other real property, including real property located directly across streets, watercourses, drainage easements or other rights-of-way from other real property.

(3) *Adult uses* means sexually oriented businesses which are characterized by the exposure, depiction, or description of specified anatomical areas, or specified sexual activities by any method, manner, or device, including but not limited to the following:

(a) Regularly featuring persons who are nude, whether live, in films, motion pictures, videos, slides, or other photographic reproductions;

(b) Distribution of any one (1) or more of the following: books, magazines, periodicals, printed matter, photographs, films, motion pictures, videocassettes, video reproductions, slides, or other visual representations; or instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities, as defined herein; or

(c) Escort services, baths, saunas, steam baths, hydrotherapy, physical cultures, nude model studios, sexual activities or other similar services.

Specified anatomical areas means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities means and includes the fondling or other erotic touching of human genitals, pubic area, buttocks, anus, or breasts; sexual acts, normal or perverted, actual or simulated, including intercourse, oral copulation, sodomy, masturbation, actual or simulated; or excretory functions as part of or in connection with any of the foregoing acts.

(4) *Antenna* means a device, dish or array utilized by commercial, governmental, or other public or quasi-public users to transmit or receive telecommunications signals.

(5) *Building line or setback* means a line which represents the minimum distance, when measured at right angles, which a building or structure must be placed from a lot line or a street right-of-way pursuant to this chapter.

(6) *Charter boat* means watercraft for hire where captain or crew is provided.

(7) *Communication tower* means a structure of any type which supports communication equipment for signal transmission or reception, and is utilized by commercial, governmental, or other public or quasi-public users, but excluding communication towers used exclusively by amateur radio operators who are duly licensed by the Federal Communications Commission and which are exempt from municipal zoning regulations.

(8) *Conditional use* means a use permitted in a zoning district only by complying with additional conditions, restrictions or limitations as set forth in the description of such use.

(9) *Diameter at breast height (DBH)* means the diameter of a tree trunk, measured in inches, at four and one-half feet (4½') above the existing grade of the property. If a tree has a multi-trunk split above grade, the DBH is deemed to be the sum of all trunks of the tree measured in inches, at four and one-half feet (4½') above the existing grade of the property.

(10) *Drinking place* means a business primarily engaged in the sale of alcoholic beverages, beer or wine, for on-premises consumption.

(11) *Dwelling* means a building or portion of a building used, arranged or designed to provide private human residential occupancy, excluding mobile homes and manufactured homes.

a. *Dwelling, single-family*, means a detached dwelling designed for or occupied exclusively by one (1) family unit, and containing only one (1) kitchen.

b. *Dwelling, two-family*, means a detached or semi-detached building designed for or occupied exclusively by two (2) family units living independently of each other.

c. *Dwelling, group*, means a building or portion of a building occupied or intended for occupancy by several family units, but in which separate cooking facilities are not provided. The term "group dwelling" includes roominghouses, fraternity houses and sorority houses, but excludes hotels, motels or tourist homes.

d. *Dwelling, multifamily, apartment house or residential condominium*, means a dwelling other than a single-family dwelling, two-family dwelling, or group dwelling.

(12) *Eating place, fast food*, means a business primarily engaged in the sale of ready-to-consume food or beverages for on or off-premises consumption. An eating place or restaurant shall be deemed a fast food eating place if:

(1) It has a seating capacity of less than twenty (20) persons for service of meals;

(2) Most food items are already prepared or packaged before the customer places an order; and

(3) Food and beverages are served primarily with disposable containers and tableware.

The term "fast food eating place" excludes retail grocery stores, convenience stores, delicatessens, or other businesses selling food or beverages as an accessory use or for off-premises preparation and consumption.

(13) *Eating place, restaurant*, means a business primarily engaged in the preparation and sale of food to customers for on-premises consumption and having seating capacity for at least twenty (20) persons, including, but not limited to, cafes, lunch counters, cafeterias, eating and drinking establishments, or similar businesses, but excludes a fast food eating place or a drinking place. Any carryout service must be clearly subordinate to the principal business of serving prepared foods for on-premises consumption.

(14) *Engineered on-site wastewater disposal system* means a specialized on-site wastewater disposal system. See definition for *Specialized on-site wastewater disposal system*.

(15) *Family unit* means one (1) person, or two (2) or more persons related by blood or marriage living together; or a group of not more than four persons, not related by blood or marriage but living together.

(16) *Fence* means any manmade barrier that impedes or blocks free passage of humans or animals. It may or may not block line-of-sight vision or free flow of wind or water.

(17) *Floor area ratio (FAR)* means a percentage calculated by dividing the total livable floor area of a structure on a lot by the total area of contiguous high land of such lot.

(18) *Front yard* means an open area between the front of the building and the front lot line.

(19) *Frontage* means all of the property fronting on one (1) side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of a dead-end street, or political subdivision boundary, measured along the street line.

(20) *Grinder pump system* means a wastewater pump station with pump(s), storage capacity and appurtenant piping, valves and other mechanical and electrical equipment which grinds or reduces the particle size of wastewater solids to yield a sewage slurry and which conveys the wastewater from its source to connect with the public gravity sewer system.

(21) *Hazardous tree* means any tree that is causing structural damage or poses a clear and imminent threat of structural damage, as determined in writing by a certified arborist, to an enclosed area of a primary building, including porches, or any other permanent accessory structure that would require a building permit, or a septic tank system. The term does not include trees causing structural damage or threatening structural damage to accessory structures that would not require a building permit or to any unenclosed areas of primary buildings.

(22) *Height of a structure* means the vertical distance from either the highest elevation of the road centerline immediately adjacent to the lot on which the structure is located, or the lowest area within the building footprint, proposed or existing, of an unaltered/unfilled lot, whichever is higher, to the highest point on the structure. Except for height limitations of communication towers and antennae contained in this chapter, the zoning district height limitations contained in this chapter shall not apply to church spires, chimneys, antennas, communication towers or aerials.

(23) *Historic tree* means any live oak tree (*Quercus virginiana*) having a diameter at breast height (DBH) of sixteen (16) inches or greater or any tree of any other species having a diameter at breast height (DBH) of twenty-four (24) inches or greater.

(24) *Home occupation* means a use customarily conducted in a dwelling and which is conducted entirely inside the primary residence of the principal owner of the business, and does not constitute a nuisance or otherwise adversely affect the use and development of other property in the neighborhood.

(25) *Hotel* means a building, or portions thereof, which contains multiple units intended to provide sleeping accommodations for transient guests. The term "hotel" also includes motel, tourist home, motor lodge, inn, bed and breakfast, tourist court and auto court. The following criteria shall be used to distinguish between a hotel and a multifamily dwelling:

a. If any units have individual kitchen facilities, the building is deemed to be a multifamily dwelling.

b. Temporary habitation by transient guests normally involves durations of less than ninety (90) days. If a majority of the facility's occupants reside for more than ninety (90) consecutive days, the facility is deemed to be a multifamily dwelling.

(26) *Impervious material* means any material through which water cannot penetrate. Such material includes, but is not limited to, principal or accessory structures, porches and decks, either covered or of tongue and groove construction, concrete, asphalt, or similar substances, but excludes gravel, shell or crushed stone.

(27) *Isle of Palms Water and Sewer Commission* means the Commissioners of Public Works of the City of Isle of Palms. Isle of Palms Water and Sewer Commission is the trade name used by the Commissioners of Public Works of the City of Isle of Palms organized pursuant to Section 5-31-210 of the Code of Laws of the State of South Carolina.

(28) *Junkyards or salvage yards* means the use of any property for the storage, keeping, abandonment, sale or resale of junk, salvage, waste or scrap materials; or the dismantling, demolition or abandonment of vehicles, machinery, equipment or any parts thereof.

(29) *Lot* means a parcel of land described by metes and bounds at the County RMC Office, and having a County Tax Map System (TMS) number assigned to it.

(30) *Lot coverage* means the percentage of contiguous high land on a lot that can be covered with impervious material.

(31) *Lot, double frontage*, means a lot having a frontage on two (2) streets, other than at their intersection, as distinguished from a corner lot.

(32) *Mobile home* means a manufactured home as defined by State law.

(33) *Natural grade* means the elevation of the undisturbed natural surface of the property.

(34) *Nonconforming lot, structure, or use* means a lot, structure or use which does not comply with the regulations of the zoning district in which it is located.

(35) *OCRM* means the State Office of Ocean and Coastal Resource Management, or its successor.

(36) *On-site wastewater disposal system* means a traditional septic tank system or other on-site wastewater disposal system. This definition also includes engineered or specialized on-site wastewater disposal systems.

(37) *Public sewer line* means a gravity operated sewer line operated and maintained by the Isle of Palms Water and Sewer Commission.

(38) *Public sewer system* means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems.

(39) *Rear yard* means an open area, excluding accessory buildings, between the rear line of the building and the rear lot line.

(40) *Removal of a tree* means any intentional or negligent act which:

- a. Cuts down or otherwise destroys or removes a tree;
- b. Causes a tree to decline and die, including, but not limited to:
 - 1. Damage inflicted upon the root system of a tree by the application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the tree trunk;
 - 2. Damage from injury or fire which results in pest infestation;
 - 3. Damage resulting from the attachment or use of ropes, wires or other similar devices; or
 - 4. Damage resulting from improper pruning or trimming; or
- c. Subdivides property in such a manner that a tree is at or near the center of a lot or in a location on the lot that requires the removal of the tree for construction of a dwelling unit or other structure.
- d. The term does not include removing palm trees when the palm trees are transplanted or replaced in compliance with section 5-4-66.

(41) *Septic tank system* means an on-site wastewater treatment system consisting of an underground tank, distribution box and drain field.

(42) *Significant tree* means any live oak tree (*Quercus virginiana*) having a diameter at breast height (DBH) of eight (8) inches to sixteen (16) inches or any tree of any other species having a diameter at breast height (DBH) of eight (8) inches to twenty-four (24) inches.

(43) *Side yard* means an open area between the building and the side lot line. Any lot line which is not a rear lot line or a front lot line shall be deemed to be a side lot line.

(44) *Specialized on-site wastewater disposal system* (also known as *Engineered on-site wastewater disposal system*) means an on-site wastewater disposal system that has been designed by a Registered Professional Engineer licensed in the State of South Carolina. Such systems may be utilized in lieu of traditional septic tank systems when the required engineering design and certification have been approved by the South Carolina Department of Health and Environmental Control (SCDHEC).

(45) *Street line* means a line separating the street or other right-of-way from a lot.

(46) *Structure* means anything constructed or erected which requires a fixed location on the ground, or which is attached to something having a fixed location on the ground, including but not limited to buildings, dwellings, mobile homes, fixtures, towers, signs, billboards, backstops for athletic activities, swimming pools, walls and fences. The term "structure" shall be construed to include any part thereof.

(47) *Trailer* means any vehicle or structure capable of moving, or being moved, over streets and highways on its own wheels or on flatbeds or other carriers, which is designed or utilized to:

(i) Provide temporary or permanent quarters for the conduct of a business, profession, trade or occupation;

(ii) Serve as a carrier of new or used goods, products or equipment;
or

(iii) Be used as a selling, advertising or display device.

(48) *Travel trailer* means a portable vehicular structure designed and primarily intended by its manufacturer as a temporary dwelling for recreational and vacation uses.

(49) *Tree* means any woody plant which has a diameter breast height (DBH) of at least eight inches (8"), including palm trees, but excluding pine trees and any tree identified as an invasive pest species in "Invasive Plant Pest Species of South Carolina," published by Clemson Extension.

(50) *Tree protection zone* means a circular area surrounding the base of a tree having a diameter equal to one foot (1') for each inch of DBH.

(51) *Wastewater* means sewage or a combination of water-carried wastes from residences and business buildings together with such ground, surface and stormwaters as may be present."

SECTION 2. That Paragraph (e) of Section 5-4-12, "Additional regulations," is hereby amended to state as follows:

"(e) All new construction or substantial improvements, as those terms are defined in section 5-4-155, shall be connected to the public sewer system if a public sewer line abuts a property or could abut a property with an extension of the sewer line of one hundred fifty (150') feet or less, as determined by the Isle of Palms Water and Sewer Commission. Where a gravity operated public sewer line does not abut a property or would require an extension of the sewer line of more than one hundred fifty (150') feet to reach a property, all new construction or substantial improvements must have an on-site wastewater disposal system or grinder pump system constructed or brought into compliance with current South Carolina

Department of Health and Environmental Control (SCDHEC) standards; provided, however, that if the property cannot meet current SCDHEC on-site wastewater disposal system or grinder pump system standards, the building on such property shall not be increased in size and the improvements shall not increase the number of bedrooms or bathrooms.”

SECTION 3. That Paragraphs (1)(a) and (1)(b) of Section 5-4-13, “Maximum lot coverage; floor area ratio requirements; additional setback requirements,” are hereby amended to state as follows:

“1. The following regulations shall apply to the SR-1, SR-2 and SR-3 zoning districts:

(a) Not more than forty percent (40%) of the area of a lot shall be covered by impervious material, provided that this requirement shall not limit lot coverage to less than three thousand two hundred (3,200) square feet nor allow lot coverage to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this lot coverage requirement shall be reduced from forty (40%) percent to not more than thirty (30%) percent, provided that this requirement shall not limit lot coverage to less than two thousand four hundred (2,400) square feet nor allow lot coverage to exceed five thousand two hundred fifty (5,250) square feet.

(b) The floor area ratio of a lot shall not be greater than forty percent (40%) of the area of a lot, provided that this requirement shall not limit the enclosed living space of a principal structure to less than three thousand two hundred (3,200) square feet nor allow such enclosed space to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this floor area ratio shall be reduced from forty (40%) percent to not greater than thirty (30%) percent, provided that this requirement shall not limit the enclosed living space of a principal structure to less than two thousand four hundred (2,400) square feet nor allow the enclosed living space of a principal structure to exceed five thousand two hundred fifty (5,250) square feet.”

SECTION 4. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 5. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 6. 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 _____, 2018.

Jimmy Carroll, Mayor

*Passed First Reading on 10/24/17
Revised 1/18/18 for Second Reading*

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading:_____

Public Hearing:_____

Second Reading:_____

Ratification:_____

Planning Commission Action Items:

Require owners building within 150 feet of a gravity sewer line to tie into the sewer system

Reduce floor to area ratio (FAR) from 40% to 30% for new houses tying into a septic system

Reduce lot coverage from 40% to 30% for new houses tying into a septic system

TITLE 5 – PLANNING AND DEVELOPMENT

CHAPTER 4. - ZONING

Sec. 5-4-2. - 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:

- (1) *Accessory building or use* means a use or building customarily incidental, subordinate to, and detached from the principal use or building and located on the same lot with such principal use or building.
- (2) *Adjoining property* means any piece, parcel or lot of real property abutting any other real property, including real property located directly across streets, watercourses, drainage easements or other rights-of-way from other real property.
- (3) *Adult uses* means sexually oriented businesses which are characterized by the exposure, depiction, or description of specified anatomical areas, or specified sexual activities by any method, manner, or device, including but not limited to the following:
 - (a) Regularly featuring persons who are nude, whether live, in films, motion pictures, videos, slides, or other photographic reproductions;
 - (b) Distribution of any one (1) or more of the following: books, magazines, periodicals, printed matter, photographs, films, motion pictures, videocassettes, video reproductions, slides, or other visual representations; or instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities, as defined herein; or
 - (c) Escort services, baths, saunas, steam baths, hydrotherapy, physical cultures, nude model studios, sexual activities or other similar services.

Specified anatomical areas means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities means and includes the fondling or other erotic touching of human genitals, pubic area, buttocks, anus, or breasts; sexual acts, normal or perverted, actual or simulated, including intercourse, oral copulation, sodomy, masturbation, actual or simulated; or excretory functions as part of or in connection with any of the foregoing acts.

~~(4)~~ *(4) Antenna* means a device, dish or array utilized by commercial, governmental, or other public or quasi-public users to transmit or receive telecommunications signals.

~~(55)~~ *Building line or setback* means a line which represents the minimum distance, when measured at right angles, which a building or structure must be placed from a lot line or a street right-of-way pursuant to this chapter.

~~(66)~~ *Charter boat* means watercraft for hire where captain or crew is provided.

~~(77)~~ *Communication tower* means a structure of any type which supports communication equipment for signal transmission or reception, and is utilized by commercial, governmental, or other public or quasi-public users, but excluding communication towers used exclusively by amateur radio operators who are duly licensed by the Federal Communications Commission and which are exempt from municipal zoning regulations.

~~(88)~~ *Conditional use* means a use permitted in a zoning district only by complying with additional conditions, restrictions or limitations as set forth in the description of such use.

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(99) *Diameter at breast height (DBH)* means the diameter of a tree trunk, measured in inches, at four and one-half feet (4½') above the existing grade of the property. If a tree has a multi-trunk split above grade, the DBH is deemed to be the sum of all trunks of the tree measured in inches, at four and one-half feet (4½') above the existing grade of the property.

(1010) *Drinking place* means a business primarily engaged in the sale of alcoholic beverages, beer or wine, for on-premises consumption.

(1111) *Dwelling* means a building or portion of a building used, arranged or designed to provide private human residential occupancy, excluding mobile homes and manufactured homes.

- a. *Dwelling, single-family*, means a detached dwelling designed for or occupied exclusively by one (1) family unit, and containing only one (1) kitchen.
- b. *Dwelling, two-family*, means a detached or semi-detached building designed for or occupied exclusively by two (2) family units living independently of each other.
- c. *Dwelling, group*, means a building or portion of a building occupied or intended for occupancy by several family units, but in which separate cooking facilities are not provided. The term "group dwelling" includes roominghouses, fraternity houses and sorority houses, but excludes hotels, motels or tourist homes.
- d. *Dwelling, multifamily, apartment house or residential condominium*, means a dwelling other than a single-family dwelling, two-family dwelling, or group dwelling.

(1212) *Eating place, fast food*, means a business primarily engaged in the sale of ready-to-consume food or beverages for on or off-premises consumption. An eating place or restaurant shall be deemed a fast food eating place if:

- (1) It has a seating capacity of less than twenty (20) persons for service of meals;
- (2) Most food items are already prepared or packaged before the customer places an order; and
- (3) Food and beverages are served primarily with disposable containers and tableware.

The term "fast food eating place" excludes retail grocery stores, convenience stores, delicatessens, or other businesses selling food or beverages as an accessory use or for off-premises preparation and consumption.

(1313) *Eating place, restaurant*, means a business primarily engaged in the preparation and sale of food to customers for on-premises consumption and having seating capacity for at least twenty (20) persons, including, but not limited to, cafes, lunch counters, cafeterias, eating and drinking establishments, or similar businesses, but excludes a fast food eating place or a drinking place. Any carryout service must be clearly subordinate to the principal business of serving prepared foods for on-premises consumption.

(14) *Engineered on-site wastewater disposal system means a specialized on-site wastewater disposal system. See definition for Specialized on-site wastewater disposal system.*

(1415) *Family unit* means one (1) person, or two (2) or more persons related by blood or marriage living together; or a group of not more than four persons, not related by blood or marriage but living together.

(1516) *Fence* means any manmade barrier that impedes or blocks free passage of humans or animals. It may or may not block line-of-sight vision or free flow of wind or water.

(1617) *Floor area ratio (FAR)* means a percentage calculated by dividing the total livable floor area of a structure on a lot by the total area of contiguous high land of such lot.

(1819A) *Frontage* means all of the property fronting on one (1) side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of a dead-end street, or political subdivision boundary, measured along the street line.

(20) *Grinder pump system* means a wastewater pump station with pump(s), storage capacity and appurtenant piping, valves and other mechanical and electrical equipment which grinds or reduces the particle size of wastewater solids to yield a sewage slurry and which conveys the wastewater from its source to connect with the public gravity sewer system.

(1922) *Height of a structure* means the vertical distance from either the highest elevation of the road centerline immediately adjacent to the lot on which the structure is located, or the lowest area within the building footprint, proposed or existing, of an unaltered/unfilled lot, whichever is higher, to the highest point on the structure. Except for height limitations of communication towers and antennae contained in this chapter, the zoning district height limitations contained in this chapter shall not apply to church spires, chimneys, antennas, communication towers or aerials.

(2023) *Historic tree* means any live oak tree (*Quercus virginiana*) having a diameter at breast height (DBH) of sixteen (16) inches or greater or any tree of any other species having a diameter at breast height (DBH) of twenty-four (24) inches or greater.

(2124) *Home occupation* means a use customarily conducted in a dwelling and which is conducted entirely inside the primary residence of the principal owner of the business, and does not constitute a nuisance or otherwise adversely affect the use and development of other property in the neighborhood.

(2225) *Hotel* means a building, or portions thereof, which contains multiple units intended to provide sleeping accommodations for transient guests. The term "hotel" also includes motel, tourist home, motor lodge, inn, bed and breakfast, tourist court and auto court. The following criteria shall be used to distinguish between a hotel and a multifamily dwelling:

- a. If any units have individual kitchen facilities, the building is deemed to be a multifamily dwelling.
- b. Temporary habitation by transient guests normally involves durations of less than ninety (90) days. If a majority of the facility's occupants reside for more than ninety (90) consecutive days, the facility is deemed to be a multifamily dwelling.

(2326) *Impervious material* means any material through which water cannot penetrate. Such material includes, but is not limited to, principal or accessory structures, porches and decks, either covered or of tongue and groove construction, concrete, asphalt, or similar substances, but excludes gravel, shell or crushed stone.

(27) *Isle of Palms Water and Sewer Commission* means the Commissioners of Public Works of the City of Isle of Palms. Isle of Palms Water and Sewer Commission is the trade name used by the Commissioners of Public Works of the City of Isle of Palms organized pursuant to Section 5-31-210 of the Code of Laws of the State of South Carolina.

(2428) *Junkyards or salvage yards* means the use of any property for the storage, keeping, abandonment, sale or resale of junk, salvage, waste or scrap materials; or the dismantling, demolition or abandonment of vehicles, machinery, equipment or any parts thereof.

(2529) *Lot* means a parcel of land described by metes and bounds at the County RMC Office, and having a County Tax Map System (TMS) number assigned to it.

(2630) *Lot coverage* means the percentage of contiguous high land on a lot that can be covered with impervious material.

(2731) *Lot, double frontage*, means a lot having a frontage on two (2) streets, other than at their intersection, as distinguished from a corner lot.

(2832) *Mobile home* means a manufactured home as defined by State law.

(2933) *Natural grade* means the elevation of the undisturbed natural surface of the property.

(3034) *Nonconforming lot, structure, or use* means a lot, structure or use which does not comply with the regulations of the zoning district in which it is located.

~~(34)~~(35) *OCRM* means the State Office of Ocean and Coastal Resource Management, or its

~~(36)~~ *On-site wastewater disposal system* means a traditional septic tank system or other on-site wastewater disposal system. This definition also includes engineered or specialized on-site wastewater disposal systems.

~~(3237)~~ *Public sewer line* means a gravity operated sewer line operated and maintained by the Isle Palms Water and Sewer Commission.

~~(38)~~ *Public sewer system* means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems.

~~(39)~~ *Rear yard* means an open area, excluding accessory buildings, between the rear line of the building and the rear lot line.

~~(33A40)~~ *Removal of a tree* means any intentional or negligent act which:

- a. Cuts down or otherwise destroys or removes a tree;
- b. Causes a tree to decline and die, including, but not limited to:
 1. Damage inflicted upon the root system of a tree by the application of toxic substances, the operation of machinery, the change of natural grade by excavation or filling above the root system or around the tree trunk;
 2. Damage from injury or fire which results in pest infestation;
 3. Damage resulting from the attachment or use of ropes, wires or other similar devices; or
 4. Damage resulting from improper pruning or trimming; or
- c. Subdivides property in such a manner that a tree is at or near the center of a lot or in a location on the lot that requires the removal of the tree for construction of a dwelling unit or other structure.
- d. The term does not include removing palm trees when the palm trees are transplanted or replaced in compliance with section 5-4-66.

~~(33B)~~(41) *Septic tank system* means an on-site wastewater treatment system consisting of an tank, distribution box and drain field.

~~(42)~~ *Significant tree* means any live oak tree (*Quercus virginiana*) having a diameter at breast height (DBH) of eight (8) inches to sixteen (16) inches or any tree of any other species having a diameter at breast height (DBH) of eight (8) inches to twenty-four (24) inches.

~~(3443)~~ *Side yard* means an open area between the building and the side lot line. Any lot line which a rear lot line or a front lot line shall be deemed to be a side lot line.

~~(44)~~ *Specialized on-site wastewater disposal system* (also known as *Engineered on-site wastewater disposal system*) means an on-site wastewater disposal system that has been designed by a Registered Professional Engineer licensed in the State of South Carolina. Such systems may be utilized in lieu of traditional septic tank systems when the required engineering design and certification have been approved by the South Carolina Department of Health and Environmental Control (SCDHEC).

~~(3545)~~ *Street line* means a line separating the street or other right-of-way from a lot.

~~(3646)~~ *Structure* means anything constructed or erected which requires a fixed location on the ground, or which is attached to something having a fixed location on the ground, including but not limited to buildings, dwellings, mobile homes, fixtures, towers, signs, billboards, backstops for athletic activities, swimming pools, walls and fences. The term "structure" shall be construed to include any part thereof.

(3747) *Trailer* means any vehicle or structure capable of moving, or being moved, over streets highways on its own wheels or on flatbeds or other carriers, which is designed or utilized to:

- (i) Provide temporary or permanent quarters for the conduct of a business, profession, trade or occupation;
- (ii) Serve as a carrier of new or used goods, products or equipment; or
- (iii) Be used as a selling, advertising or display device.

(3848) *Travel trailer* means a portable vehicular structure designed and primarily intended by its manufacturer as a temporary dwelling for recreational and vacation uses.

(3949) *Tree* means any woody plant which has a diameter breast height (DBH) of at least eight inches (8"), including palm trees, but excluding pine trees and any tree identified as an invasive pest species in "Invasive Plant Pest Species of South Carolina," published by Clemson Extension.

(4050) *Tree protection zone* means a circular area surrounding the base of a tree having a diameter equal to one foot (1') for each inch of DBH.

(51) *Wastewater* means sewage or a combination of water-carried wastes from residences and business buildings together with such ground, surface and stormwaters as may be present.

Sec. 5-4-12. - Additional regulations.

The following additional regulations shall apply to all zoning districts:

- (a) No land or building shall hereafter be used or occupied and no building or part thereof shall be constructed, erected, altered, or moved unless done in compliance with all applicable provisions of this chapter. Any use of land or buildings which is not allowed as a permitted use, conditional use, or special exception in the applicable zoning district is strictly prohibited.
- (b) The height of a building or structure shall not exceed forty feet (40'), unless otherwise provided in this chapter.
- (c) No lot shall be reduced to a size which does not meet the minimum lot area, lot width, yard areas, or other requirements of the applicable zoning district.
- (d) Except as provided in sections 5-4-45 and 5-4-46, no buildings shall be erected, altered or moved to create smaller front yards, side yards, rear yards or other open spaces than are required by the applicable zoning district.
- (e) All new construction or substantial improvements, as those terms are defined in section 5-4-155, shall be connected to a the public sewer system, ~~if a public sewer line abuts a property or could abut a property with an extension of the sewer line of comes within one hundred fifty (150') feet determined by the Isle of Palms Water and Sewer Commission. Where a gravity-operated gravity sewer line is not accessible from a right-of-way or easement abutting the lot does not abut a one hundred fifty (150') feet to reach of a property, all new construction or substantial must have the an on-site wastewater treatmentwastewater disposal system or grinder pump into compliance with current South Carolina Department of Health and Environmental Control (SCDHEC) standards. Provided, provided, however, that if that this subsection shall not apply site wastewater treatmentwastewater disposal system or grinder pump system standards, so long is shall not be increased in size and the improvements do shall not increase the number of or bathrooms.~~
~~where a gravity operated sewer line is accessible from a right-of-way or easement abutting the lot; or~~
- (f) Sills, belt course, window air conditioning units, chimneys and cornices may project into a required yard by not more than two feet (2'). Steps may project into a required front yard or rear yard by not more than five feet (5').
- (g) The zoning district front yard setback requirements for dwellings shall not apply to any lot where the average setback of existing buildings located within one hundred feet (100') of each side of

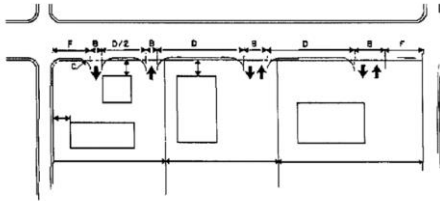
the dwelling within the same block and fronting on the same street is less than the required front yard setback. In such case the average setback on such lot shall not be less than the average setback of the existing buildings.

- (h) Where a lot abuts on two (2) streets (either a corner lot or a double frontage lot), the lot's front yard setback requirements must be met on both street sides and the lot's side yard setback requirements must be met on all other sides of the lot.
- (i) Where a lot abuts on two (2) streets or rights-of-way (either a corner lot or a double frontage lot), no accessory building shall be located closer to a street than the lot's front yard setback requirements.
- (j) No fence, wall, shrubbery, or other structure shall obstruct road traffic vision.
- (k) Every building hereinafter erected or moved shall be on a lot abutting a public street, or having legal access to an approved private street. All structures shall be located to allow for safe and convenient access for servicing, fire protection, and off-street parking.
- (l) All lots shall be located on a street having a minimum right-of-way of fifty feet (50'). The required fifty feet (50') shall not include any critical area as defined in section 5-4-15(A).
- (m) Except as allowed in section 5-4-113(g), no access drive shall be permitted which would require a reduction in existing on-street public parking or loading areas.
- (n) Except in residential and GC-2 zoning districts, access drives shall conform to the requirements set forth in the following table and figure 5-4-12-A:

Street Speed Limit (mph)	Maximum One-Way/Two-Way Drive Width (in feet)	Minimum Radius (in feet)	Minimum Spacing Between All Access Drives* (in feet)	Minimum Spacing Between All Drives and Intersections (in feet)
≤20	12/24	15	30	50
25	15/30	15	40	50
30	15/30	20	50	50
35	18/36	20	50	50
40	20/40	25	50	50

*The distance between abutting one-way access drives, with the inbound drive located upstream of the traffic flow from the outbound drive, can be one-half of the distance listed above.

Figure 5-4-12-A



B = Access Drive Width

C = Curb Radius

D = Access Drive Separation

E = Fifty (50) Foot Minimum Spacing From Right-of-Way

- (o) Access drives in the GC-2 zoning district authorized pursuant to section 5-4-113(g) must comply with the following requirements:
1. There shall be only one (1) access drive per lot.
 2. An access drive shall not exceed twenty-four feet (24') in width.
 3. Prior to constructing an access drive from a State right-of-way, the owner of the property first must obtain an encroachment permit from the South Carolina Department of Transportation (SCDOT). All fees, costs and expenses for obtaining the permit and for construction of the access drive, arrangement for the sight distance requirement, and any other requirements of SCDOT shall be borne by the owner of the property.
 4. Prior to constructing an access drive from a City or County right-of-way, the owner of the property first must obtain an encroachment permit as set forth in title 3, chapter 1, article E. All fees, costs and expenses for construction of the access drive, compliance with the sight distance requirement, and any other requirements shall be borne by the owner of the property.
- (p) No lot shall be graded or filled to an elevation that results in a change to the existing stormwater runoff for such lot without the Zoning Administrator's prior approval of a stormwater management plan. The stormwater management plan shall include the stamp and signature of a duly licensed and qualified professional, all existing and proposed topographical features of the lot, and a statement by the professional certifying that the filling or grading of the lot will not adversely impact the drainage of any adjacent properties, drainage systems or rights-of-way.

Sec. 5-4-13. - Maximum lot coverage; floor area ratio* requirements; additional setback requirements.

1. The following regulations shall apply to the SR-1, SR-2 and SR-3 zoning districts:
 - (a) Not more than forty percent (40%) of the area of a lot shall be covered by impervious material, provided that this requirement shall not limit lot coverage to less than three thousand two hundred (3,200) square feet nor allow lot coverage to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this lot coverage requirement shall be reduced from forty (40%) percent to not more than thirty (30%) percent, provided that this requirement shall not limit lot coverage to less than two thousand four hundred (2,400) square feet nor allow lot coverage to exceed five thousand two hundred fifty (5,250) square feet.

(b) The floor area ratio of a lot shall not be greater than forty percent (40%) of the area of a lot, provided that this requirement shall not limit the enclosed living space of a principal structure to less than three thousand two hundred (3,200) square feet nor allow such enclosed space to exceed seven thousand (7,000) square feet. For lots with on-site wastewater disposal systems, this floor area ratio shall be reduced from forty (40%) percent to not greater than thirty (30%) percent, provided that this requirement shall not limit the enclosed living space of a principal structure to less than two thousand four hundred (2,400) square feet nor allow the enclosed living space of a principal structure to exceed five thousand two hundred fifty (5,250) square feet.

■

(c) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of seventy (70) feet or greater, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to section 5-4-2(18) shall be thirty (30) feet, with no side yard less than ten (10) feet.

(d) For lots larger than eight thousand (8,000) square feet, with a lot width at the front building line of at least sixty (60) feet but less than seventy (70) feet, the combined minimum side yard setback requirement for any portion of the enclosed building at or above twenty-five (25) feet in height as measured pursuant to section 5-4-2(18) shall be twenty-five (25) feet, with no one side yard less than ten (10) feet.

2. This section does not prohibit a structure on any City-owned lot which is used for municipal purposes from exceeding seven thousand (7,000) square feet so long as the other requirements of this section which are not inconsistent with this subsection are met.

ORDINANCE 2017-10

AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE D, REGULATION OF ON-SITE SEWAGE DISPOSAL SYSTEMS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO REQUIRE MANDATORY CONNECTION TO PUBLIC SEWER SYSTEM WHERE PUBLIC SEWER LINE IS AVAILABLE UPON THE SALE OR TRANSFER OF PROPERTY.

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

SECTION 1. That Article D, "Regulation of On-Site Sewage Disposal Systems" is hereby amended to state as follows:

"ARTICLE D. - REGULATION OF NON-PUBLIC WASTEWATER
DISPOSAL SYSTEMS

Sec. 6-1-40. - Definitions.

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

Engineered on-site wastewater disposal system means a specialized on-site wastewater disposal system. See definition for *Specialized on-site wastewater disposal system*.

Grinder pump system means a wastewater pump station with pump(s), storage capacity and appurtenant piping, valves and other mechanical and electrical equipment which grinds or reduces the particle size of wastewater solids to yield a sewage slurry and which conveys the wastewater from its source to connect with the public gravity sewer system.

Immediate family member means a person's spouse, great-grandparents, grandparents, parents, legal guardian, brothers, sisters, children, grandchildren, great-grandchildren, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters-in-law and sons-in-law.

Isle of Palms Water and Sewer Commission means the Commissioners of Public Works of the City of Isle of Palms. Isle of Palms Water and Sewer Commission is the trade name used by the Commissioners of Public Works of the City of Isle of Palms organized pursuant to Section 5-31-210 of the Code of Laws of the State of South Carolina.

On-site wastewater disposal system means a traditional septic tank system or other on-site wastewater disposal system. This definition also includes engineered or specialized on-site wastewater disposal systems.

Public sewer line means a gravity operated sewer line operated and maintained by the Isle of Palms Water and Sewer Commission.

Public sewer system means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems.

Septic tank system means an on-site wastewater treatment system consisting of an underground tank, distribution box and drain field.

Specialized on-site wastewater disposal system (also known as *Engineered on-site wastewater disposal system*) means an on-site wastewater disposal system that has been designed by a Registered Professional Engineer licensed in the State of South Carolina. Such systems may be utilized in lieu of traditional septic tank systems when the required engineering design and certification have been approved by the South Carolina Department of Health and Environmental Control (SCDHEC).

Wastewater means sewage or a combination of water-carried wastes from residences and business buildings together with such ground, surface and stormwaters as may be present.

Sec. 6-1-41. - New installations.

Any new or replacement on-site wastewater disposal system installed within the City shall be required to include an access manhole built into the lid over each compartment of the tank, and over the outlet end of the septic tank. An appropriate mechanism shall be provided to make the access manholes vandal-, tamper-, and child-resistant.

Sec. 6-1-42. - Mandatory connection to public sewer system upon sale or transfer of property.

At such time as a public sewer line becomes available to a property serviced by an existing on-site wastewater disposal system or grinder pump system, such property shall be connected to the City's public sewer system when the property is sold or otherwise transferred to a new owner; provided, however, that this provision shall not apply to the transfer of property to an immediate family member or by inheritance. Any existing on-site wastewater disposal system or grinder pump system shall be emptied, disposed of, and filled with suitable material in accordance with all applicable local and state regulations. All expenses associated with the mandatory public sewer connection shall be paid by the buyer or transferee of the property. A public sewer line shall be considered available to a property when it is located in a right-of-way or easement abutting any lot line of the property.

Sec. 6-1-43. - Reserved.

Sec. 6-1-44. - Violations; penalties.

A violation of this article is a misdemeanor punishable pursuant to section 1-3-66. Each day that a violation continues shall constitute a separate offense.”

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2018.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading:_____

Public Hearing:_____

Second Reading:_____

Ratification:_____

Action Item from Planning Commission:

Require properties that sell where gravity sewer available to tie into the sewer system

TITLE 6 – HEALTH AND SANITATION

CHAPTER 1 – GENERAL PROVISIONS

ARTICLE D. - REGULATION OF ~~NON-PUBLIC~~ ~~ON-SITE~~ ~~ON-SITE SEWAGE DISPOSAL~~ WASTEWATER DISPOSAL SYSTEMS

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Sec. 6-1-40. - Definitions.

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

Engineered on-site wastewater disposal system means a specialized on-site wastewater disposal system. See definition for Specialized on-site wastewater disposal system.

Grinder pump system means a wastewater pump station with pump(s), storage capacity and appurtenant piping, valves and other mechanical and electrical equipment which grinds or reduces the particle size of wastewater solids to yield a sewage slurry and which conveys the wastewater from its source to connect with the public gravity sewer system.

Immediate family member means a person's spouse, great-grandparents, grandparents, parents, legal guardian, brothers, sisters, children, grandchildren, great-grandchildren, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters-in-law and sons-in-law.

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Isle of Palms Water and Sewer Commission means the Commissioners of Public Works of the City of Isle of Palms. Isle of Palms Water and Sewer Commission is the trade name used by the Commissioners of Public Works of the City of Isle of Palms organized pursuant to Section 5-31-210 of the Code of Laws of the State of South Carolina.

On-site wastewater disposal system means a traditional septic tank system or other on-site wastewater disposal system. This definition also includes engineered or specialized on-site wastewater disposal systems. ~~OSDS means any septic tank system or other on-site sewage disposal system.~~

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Public sewer line means a gravity operated sewer line operated and maintained by the Isle of Palms Water and Sewer Commission.

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Public sewer system means the gravity sewer system operated and maintained by the Isle of Palms Water and Sewer Commission for the disposal of wastewater. This definition does not include on-site wastewater disposal systems or grinder pump systems.

Septic tank system means an on-site wastewater treatment system consisting of an underground tank, distribution box and drain field.

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Specialized on-site wastewater disposal system (also known as Engineered on-site wastewater disposal system) means an on-site wastewater disposal system that has been designed by a Registered Professional Engineer licensed in the State of South Carolina. Such systems may be utilized in lieu of traditional septic tank systems when the required engineering design and certification have been approved by the South Carolina Department of Health and Environmental Control (SCDHEC).

Wastewater means sewage or a combination of water-carried wastes from residences and business buildings together with such ground, surface and stormwaters as may be present.

Sec. 6-1-41. - New installations.

Any new or replacement OSDS on-site wastewater disposal system installed within the City shall be required to include an access manhole built into the lid over each compartment of the tank, and over the

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Action Item from Planning Commission:

Require properties that sell where gravity sewer available to tie into the sewer system

outlet end of the septic tank. An appropriate mechanism shall be provided to make the access manholes vandal-, tamper-, and child-resistant.

Sec. 6-1-42. - Mandatory connection to public sewer system upon sale or transfer of property.

At such time as a public sewer line becomes available to a property serviced by an existing on-site wastewater disposal system or grinder pump system, such property shall be connected to the City's public sewer system when the property is sold or otherwise transferred to a new owner; provided, however, that this provision shall not apply to the transfer of property to an immediate family member or by inheritance. Any existing on-site wastewater disposal system or grinder pump system shall be emptied, disposed of, and filled with suitable material in accordance with all applicable local and state regulations. All expenses associated with the mandatory public sewer connection shall be paid by the buyer or transferee of the property. A public sewer line shall be considered available to a property when it is located in a right-of-way or easement abutting any lot line of the property.

~~Sec. 6-1-42. - Reserved.~~

Sec. 6-1-43. - Reserved.

Sec. 6-1-44. - Violations; penalties.

A violation of this article is a misdemeanor punishable pursuant to section 1-3-66. Each day that a violation continues shall constitute a separate offense.

ORDINANCE 2019-17

AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 3, PROCEDURES, COMMITTEES, ORDINANCES AND USE OF CODE, ARTICLE A. - RULES OF ORDER AND PROCEDURE.

WHEREAS, the Isle of Palms Council is empowered with the authority to make amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so;

WHEREAS, The Isle of Palms Council believes it necessary to make amendments to ensure orderly meetings for the Council and the citizens of the City of Isle of Palms;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 3, Article A, to provide clarity on the rules of procedure during public meetings.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 3, PROCEDURES, COMMITTEES, ORDINANCES AND USE OF CODE, ARTICLE A. - RULES OF ORDER AND PROCEDURE SHALL BE AMENDED TO READ AS FOLLOWS

Sec. 1-3-10. - Order of business.

(A) *Regular meetings.*

- (1) The order of proceedings of the City Council shall be as follows:
 - (a) The minutes of the previous Council meeting shall be presented by the City Clerk.
 - (b) Citizen comments.
 - (c) Reports from standing committees.
 - (d) Reports from city officers, boards and commissions.
 - (e) Reports from special or joint committees.
 - (f) Petitions received, referred or disposed of.
 - (g) Introduction of new bills or resolutions.
 - (h) Miscellaneous business.
- (2) The order of proceeding in subsection (A)(1) of this section shall be governed as follows:
 - (a) *Reading of the minutes of the past council meeting by the City Clerk.* Unless a motion to approve the minutes as published is passed by a majority of those members present, the minutes of all meetings which have not been approved shall

be read in their entirety, excluding appendices, corrected, if necessary, and approved by a majority vote.

- (b) *Citizen comments.* Members of the public who want to address the City Council at a City Council meeting shall sign up before the start of the meeting identifying themselves by providing name and address. Persons wishing to speak before City Council shall so notify the City Clerk at least thirty (30) minutes prior to the start of the meeting and shall be allowed the floor in the order of requests received. The individual requesting to speak should furnish the City Clerk with a written copy of the comments to be made to Council. Speakers shall limit their remarks to no more than three (3) minutes. Public participation during Citizen Comments shall be limited to no more than ~~The thirty (30) minutes in total unless extended for a time certain by the Mayor or by a majority vote of the City Council. If there are more speakers signed up to address the City Council than time will allow, citizens may provide a written copy of the comments to be included in the public record. Public participation during Citizen Comments shall be conducted in accordance with Sec. 1.3.13. allowed shall be divided equally among those wishing to speak.~~
- (c) *Reports from standing committees.* This should include only the standing committees of Council in the order listed in section 1-3-31. All reports from standing committees shall be submitted, in writing, to the City Clerk prior to the start of the meeting.
- (d) *Reports from City officers, boards and commissions.* All reports should be submitted, in writing, to the City Clerk prior to the start of the meeting.
- (e) *Reports from special or joint committees.* This shall include only those special or joint committees appointed by the Mayor and Council. All reports should be submitted in writing prior to the start of the meeting.
- (f) *Petitions received, etc.* Petitions received, referred, or disposed of, this is to include all petitions, letters of request, etc., which have been proposed to Council. If a petition previously received by Council has been referred, the report on that petition shall be made here. When action has been taken on a petition, the disposition shall be reported here. All petitions and requests shall be submitted, in writing, one (1) week prior to the date of the Council meeting at which time the proposed action is requested. All reports on petitions and requests shall be submitted, in writing, prior to the start of the meeting.
- (g) *Introduction of new bills or resolutions.* All new bills and resolutions shall be in a form approved by the Council and read.
- (h) *Miscellaneous business.* Miscellaneous business shall include any matter that is not included in any of the other orders. All subjects/matters to be included here must be submitted to the City Clerk for inclusion on the agenda.
- (B) *Special meetings.* The order of proceeding for a special meeting shall be that order as published on the agenda for that special meeting. No items may be added.

(Code 1994, § 1-3-10; Ord. No. 1994-4, § 4, 4-26-1994)

Sec. 1-3-11. - Duty to attend meetings.

It shall be the duty of the Mayor and Councilmembers to attend all regular meetings of the City Council and, when notified, to attend all special meetings of the City Council called pursuant to this chapter. The Mayor and Councilmembers shall notify the City Clerk of a reason for the absence, at least twenty-four (24) hours in advance of the excused absence, so that Council can act upon same at the scheduled meeting. Consideration will be made for unexpected emergency.

(Code 1994, § 1-3-11; Ord. No. 1981-9, 11-11-1981)

Sec. 1-3-12. - Addressing the Council.

No member of Council or member of the public shall speak at a Council meeting until recognized by the Mayor or presiding member. Remarks shall be limited to the question or subject under consideration. Disrespectful or personal remarks shall not be permitted and the chair may order that the person making such remarks be removed from the Council chambers.

Sec. 1.3.13. Public Participation

(a) Speakers shall limit their remarks to no more than three (3) minutes unless additional time is granted by the Mayor or by a majority vote of the City Council.

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(b) A timer shall be used to notify speakers when the allotted time has expired. Speakers will be informed when their allotted time has expired. Upon the expiration of the allotted time, speakers shall stop speaking and leave the podium unless additional time is granted.

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(c) Public participation during Public Comments shall be limited to no more than thirty (30) minutes in total unless extended for a time certain by the Mayor or by a majority vote of the City Council. If there are more speakers signed up to address the City Council than time will allow, citizens may provide a written copy of the comments to be included in the public record.

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(d) Groups of speakers should, whenever possible, consolidate their comments and avoid repetition through the use of representative speakers.

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(e) Speakers shall focus and limit their remarks directly to the matter then under discussion.

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(f) Speakers shall address their remarks to the City Council as a whole and not to any individual Council members.

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(g) Speakers shall not ask questions of individual Council members or a member of the City staff without first obtaining permission from the Mayor.

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(h) Speakers shall refrain from harassing or directing threats or personal attacks at Council members, staff, other speakers or members of the audience.

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(i) Council members may, but need not, ask questions of speakers at the conclusion of their comments.

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(j) Members of the audience shall maintain decorum and refrain from noisy outbursts or other distracting actions such as applauding, cheering, or booing during or at the conclusion of any remarks made by any speaker, staff member or Council members.

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(Code 1994, § 1-3-12; Ord. No. 1981-9, 11-11-1981; Ord. No. 1994-4, § 5, 4-26-1994)

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

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

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

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

Jimmy Carroll, Mayor

(Seal)

Attest:

, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

ORDINANCE 2019-__

AN ORDINANCE AMENDING TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE B. – NUISANCES.

WHEREAS, the Isle of Palms Council is empowered with the authority to make amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so;

WHEREAS, The Isle of Palms Council believes it necessary to make amendments to ensure properties on the Isle of Palms are kept in a condition that is both safe to the public and maintains the character of the City;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 1, Article B, to authorize City staff to ensure the aforementioned objective.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 6, HEALTH AND SANITATION, CHAPTER 1, GENERAL PROVISIONS, ARTICLE B. – NUISANCES SHALL BE AMENDED TO READ AS FOLLOWS:

ARTICLE B.- NUISANCES

• Sec. 6-1-11. - Definitions.

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

Public nuisance means any act, thing, occupation, condition or use of property which shall continue for such length of time as to:

(1) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;

(2) In any way render the public insecure in life or in the use of property;

(3) Greatly offend the public morals or decency; ~~and/or~~

(4) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way; ~~and/or~~

~~(5) Failure to maintain vacant or occupied property in a manner- described by Articles B and C. as detailed in Article C.~~

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(Code 1994, § 6-1-11; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-12. - Public nuisances prohibited.**

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the City.

(Code 1994, § 6-1-12; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-13. - Public nuisance affecting health.**

Public nuisances affecting health shall include, but not be limited to, the following acts, omissions, conditions or things:

(1) All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public;

(2) Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within twenty-four (24) hours after death;

(3) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;

(4) All stagnant water in which mosquitoes, flies or other insects can multiply;

(5) Privy vaults and garbage cans which are not flytight;

(6) All noxious weeds and other rank growth or vegetation;

(7) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the City limits or within one (1) mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial waste or other substances;

(9) Any use of property, substances or things within the City emitting or causing any foul, offensive, noisy, nauseous, noxious, or disagreeable odors, effluvia or stench extremely repulsive to the physical senses of ordinary persons which annoy, cause discomfort to, injure or inconvenience the health of any appreciable number of persons within the City.

(Code 1994, § 6-1-13; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-14. - Public nuisances affecting public safety.**

Public nuisances affecting public safety shall include, but not be limited to, the following:

(1) All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger the public safety;

(2) All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalks;

(3) All limbs of trees which project over a public sidewalk, less than eight feet (8') above the surface thereof or less than fourteen and one-half feet (14½') above the surface of a public roadway;

(4) All wires over streets, alleys or public grounds which are strung less than fifteen feet (15') above the surface of street or ground;

(5) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the City or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose thereof has been accomplished;

(6) All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk;

(7) All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside;

(8) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

(9) The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

(10) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;

(11) Structures or components thereof that have reached their limit state;

(12) Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;

(13) Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

(14) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(15) Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(16) Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs

of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

(17) Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

(18) Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(19) Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(20) Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

(21) Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

(Code 1994, § 6-1-14; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-15. - Filing complaints; inspections.**

(a) All complaints alleging the existence of a public nuisance shall be filed with the City Administrator.

(b) The City Administrator shall promptly notify the Chief of Police, Health Officer or Building Official who shall inspect or cause to be inspected the premises and make a written report of his findings to the City Council. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall retain the same in his office.

(Code 1994, § 6-1-15)

- **Sec. 6-1-16. - Notice to abate nuisance.**

(a) If the inspecting officer determines that a public nuisance exists on private property and that there is great and immediate danger to the public health, safety, peace, morals or decency, the City Council may direct the Chief of Police to serve notice on the owner or, if the owner cannot be found, on the occupant or person causing, permitting or maintaining such nuisance and to post a copy of the notice on the premises.

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(b) Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within twenty-four (24) hours. The notice shall state that unless such nuisance is so abated, the City will cause it to be abated and will charge the costs to the owner, occupant or person causing, permitting or maintaining the nuisance.

(Code 1994, § 6-1-16; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-17. - Abatement by City.**

If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the health officer, in case of health nuisances, and the Chief of Police or City Administrator, in other cases, shall cause the abatement or removal of such public nuisance.

(Code 1994, § 6-1-17)

- **Sec. 6-1-18. - Abatement by court action.**

If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such so as to threaten great and immediate danger to the public health, safety, morals or decency, he shall file a written report of his findings with the City Council. The City Council shall cause an action to abate such nuisance to be commenced in the name of the City in a court of competent jurisdiction in accordance with the provisions of the State statutes.

(Code 1994, § 6-1-18; Ord. No. 1981-10, 11-11-1981)

- **Sec. 6-1-19. - Costs of abatement.**

In addition to any other penalty imposed by this article for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the City shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance. If notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as other special taxes.

(Code 1994, § 6-1-19; Ord. No. 1981-10, 11-11-1981)

- **Secs. 6-1-20—6-1-30. - Reserved.**

- **ARTICLE C. - MAINTENANCE OF PROPERTY**

- **Sec. 6-1-31. - Definitions.**

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

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(a) *Bulk* consists of bulky wastes, including appliances, furniture, mattresses, auto parts and tires.

(b) *Garbage* consists of all perishable refuse, household rubbish, including, but not limited to, paper boxes, rags, plastic and cloth, glass, bottles, cans and any similar waste and small dead animals.

(c) *Litter* means any quantity of solid waste which is not properly disposed of.

(d) *Private property* includes, but is not limited to, the following exterior locations owned by private individuals, firms, corporations, partnerships, institutions or organizations: yards, grounds, driveways, entranceways, passageways, parking areas, working areas, storage areas, vacant lots, recreation facilities, vacant and/or occupied structures-property.

(e) *Container* means a watertight receptacle made of metal, heavy duty plastic or material of similar strength with a tightfitting cover for storage and disposal of solid waste.

(f) *Solid waste* consists of all refuse including bulk, debris, garbage, rubbish and trash.

(g) *Trash* consists of all ashes, yard rubbish, such as leaves, grass, bushes, and vines; large pieces of metal, bricks, stones and dirt, trees and branches, and stumps.

(h) *Unightly growth on property* means an unsightly, unhealthy, unsanitary growth of grass, bushes, shrubs, trees, weeds, vines, leaves, etc.

(Code 1994, § 6-1-31; Ord. No. 1986-2, 5-14-1986)

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• **Sec. 6-1-32. - Duty to keep property clean and safe.**

(a) It shall be the duty of the owner, agent, occupant or lessee to keep exterior private and public property free of litter and unsightly growth. This requirement applies not only to removal of loose litter, but to materials that already are, or become, trapped at locations such as fences and wall bases, grassy and planted areas, borders, embankments and other lodging points.

(b) Owners, agents, occupants or lessees whose properties face on a City right-of-way shall be responsible for keeping up to, and including, the curb, gutter or street line free of litter and unsightly growth.

(c) It shall be unlawful to sweep or push litter from buildings, property, sidewalks and strips into streets, sidewalks and the storm drainage systems. Sidewalk and strip sweepings must be picked up and put into household or commercial material containers.

(d) It shall be the duty of every nonresident owner of a vacant lot or other vacant property to appoint a resident agent who shall have responsibility for keeping that lot or other property free of litter and unsightly growth.

(e) If an owner, agent, occupant or lessee fails to remove litter or unsightly growth from any private and public property, the City Public Works Department shall be authorized to serve written notice to the owner or appointed agent to correct such violation within five (5) days. Failure to comply shall constitute grounds for prosecution.

(f) It shall be unlawful for the owner of any property in the City to disobey or fail to comply with any provisions of this article.

(g) It shall be unlawful for the owner of private property to fail to keep a swimming pool on the property in a condition that is clean and sanitary, and in good repair.

(h) Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(Code 1994, § 6-1-32; Ord. No. 1986-2, 5-14-1986)

Sec. 6-1-33. Unsafe Conditions

For the purposes of this Article, the following conditions shall be determined unsafe and shall be repaired or replaced as required for existing vacant or occupied structures:

Appeals; ordinance summons; liens; penalties. (a) The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

(b) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;

(c) Structures or components thereof that have reached their limit state;

(d) Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;

(e) Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

(f) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

(g) Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

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(h) Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

(i) Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

(j) Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(k) Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

(l) Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

(m) Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

• Sec. 6-1-343. Appeals; ordinance summons; liens; penalties.

(a) The City Administrator is authorized to issue regulations for the form, content, and maintenance of notices and to hear and determine appeals from Public Works Department notices served pursuant to section 6-1-32(e). A notice of appeal must be delivered to the City Administrator within five (5) days after service of the sanitation division notice. The determination of the City Administrator shall be made in writing and shall be final.

(b) The City Administrator may authorize an appropriate City employee to serve an ordinance summons for violation of this article pursuant to section 1-3-66(b).

(c) In the event the responsible person fails to correct the conditions which violate this article within the time prescribed in the notice, the City Administrator may authorize agents or employees of the City to enter onto the property and take corrective action up to and including demolition, if approved by the zoning administrator. The cost of corrective action

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taken by the City shall be a lien upon the property which shall be added to and collected in the same manner as the ad valorem taxes on the property.

(d) Nothing in this section shall prevent the City from taking any other appropriate action such as courtesy notices to encourage voluntary compliance, or arrest warrants for violations.

(e) Violation of this article is a misdemeanor punishable as provided in [section 1-3-66](#).
(Code 1994, § 6-1-33; Ord. No. 1994-4, § 33, 4-26-1994)

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

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

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

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

Jimmy Carroll, Mayor

(Seal)

Attest:

, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

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