



## City Council

6:00 p.m., Tuesday, July 23, 2024  
 Council Chambers  
 1207 Palm Boulevard  
 Isle of Palms, South Carolina

### Public Comment:

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

### Agenda

1. **Introduction of meeting** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
  - a. Invocation
  - b. Pledge of Allegiance
  - c. Roll Call
2. **Citizen's Comments** – All comments will have a time limit of three (3) minutes. Public Comments submitted via online form. [Pgs. 3-5]
3. **Special Presentations**
4. **Approval of previous meetings' minutes**
  - a. Regular City Council meeting – June 24, 2024 [Pgs. 6-13]
  - b. Committee meetings– minutes attached [Pgs. 14-23]
5. **Old Business**
  - a. Discussion of emergency conditions on the 200 block of Ocean Blvd. due to beach erosion and consideration of options
6. **New Business**
  - a. Discussion and consideration of a 6-month extension with existing bulk services collection provider, Carolina Waste & Recycling for commercial garbage collection, and discussion regarding future policy related to commercial garbage collection [Pgs. 24-25]
  - b. Discussion and consideration of approval of replacement of three patrol vehicles for the Police Department [FY25 Budget, Police Department, Capital Projects Fund \$55,000, Muni ATAX \$55,000, Hospitality Tax \$55,000] [Pgs. 26-27]
  - c. Discussion and consideration of approval of taser upgrade five-year subscription – Year 1 Cost not to exceed \$18,171 [FY25 Budget, Police Department, State ATAX Fund] [Pgs. 28-35]
  - d. Discussion and consideration of approval of drone hardware and eightyear software subscription – Year 1 cost not to exceed \$23,000 [FY25 Budget, Police Department, Hospitality Tax and State ATAX Funds] [Pgs. 36-43]
  - e. Discussion and consideration of issuing letter of intent for purchase replacement of 2003 95' Ladder Truck in FY27 (18–21-month lead time for



- construction) in the amount of \$2.225 million [Pgs. 44-47]
- f. Discussion and consideration of sole source contract with Schindler for elevator replacement in Fire Station 2 in an amount not to exceed \$68,000 [FY25 Budget, Fire Department, Capital Projects Fund] [Pgs. 48-52]
  - g. Discussion of Fire Department restructuring proposal for command staff [Pgs. 53-57]
- 7. Boards and Commissions Report**
- a. Board of Zoning Appeals – minutes attached [Pgs.58-59]
  - b. Planning Commission – no meeting in July
  - c. Accommodations Tax Advisory Committee – no meeting in July
  - d. Environmental Advisory Committee – minutes attached [Pgs. 60-62]
- 8. Ordinances, Resolutions and Petitions**
- a. **Second Reading**
    - i. **Ordinance 2024 – 03** – An ordinance to amend section 5-4-128 Temporary signs and section 5-4-141 Prohibited signs [Pgs. 63-66]
    - ii. **Ordinance 2024 – 05** – An ordinance to amend section 5-4-12, and 5-4-13 and establish stormwater management requirements for new construction in SR-1, SR-2 and SR-3, and to allow properties to be elevated up to 7.4' in elevation with the approval of a plan certifying that the post construction stormwater pattern will result in the same or less runoff than the pre-construction stormwater pattern [Pgs. 67-69]
  - b. **First Reading**
    - i. **Ordinance 2024 – 06** – An ordinance to prohibit feeding wildlife [Pgs. 70-72]
  - c. **Emergency Ordinance 2024 – 03** – An emergency ordinance to allow property owners near Breach Inlet to install revetment/seawall for emergency erosion control [Pgs. 73-78]
  - d. **Resolutions and Petitions** - None
- 9. Executive Session – If needed.**
- 10. Adjournment**

## Public Comments for City Meetings, May 24 - July 18, 2024

Date Submitted	Name	Address	Comments for Council Meeting	Meeting This Comment is Intended For:
7/16/2024	Mr. Ryan Killian	219 Forest Trail, Isle of Palms, South Carolina 29451	<p>To Whom it May Concern: We live at 219 Forest Trail, and the home that borders our backyard openly feeds raccoons every single day, which is hazardous to both the raccoon population, residents, and visitors. 1. Property Damage: the regular feeding of these animals invites them onto neighboring properties regularly, and as they are passing through they do damage to the property. The most disruptive of which is defecating, urinating on personal property that requires daily cleanup and attention, and even monetary expense to clean and remove. We certainly realize that this is a possibility without the animals being fed, but disrupting these animals' regular behaviors by domesticating them increases the frequency and level of property damage. This is unfair to neighboring residents 2. Safety concerns, particularly to children: there are countless articles online about the dangers of raccoon feces and urine, and here is just one example: <a href="https://outdoordoer.com/raccoon-feces-identification-health-risks-cleaning-and-prevention">https://outdoordoer.com/raccoon-feces-identification-health-risks-cleaning-and-prevention</a>. With small children, this has us concerned that we are unnecessarily exposing our children to these dangers on a daily basis. Also, with the increasing coyote concern, we are worried that the baby raccoons (which return every year, as the raccoon population knows to return to this home) will bring these coyotes around our home. This is an unnecessary risk that we should not have to tolerate so that someone can feed wild animals. Lastly, when the raccoon population was hit with a distemper outbreak in 2022 (as the DNR found, due to sharing a food source, like the one provided daily by our neighbors), the animals began dying on surrounding properties. We had one come to our backyard to die. Usually, if we "shoo" the animals they eventually move on, but this animal did not, and my small children could've been bitten by a dying raccoon. This burden and worry is not fair to place on residents, just so the minority can continue to feed the wildlife.</p>	Public Safety Committee

## Public Comments for City Meetings, May 24 - July 18, 2024

3. Disruption and safety to the animals: Again, it's our understanding that the practice of feeding these wild animals led to a distemper outbreak in 2022. This type of domestication is not natural for these wild animals and will ultimately harm them more than it will help them. Again, there are countless articles online reinforcing this statement, such as this one, and it is well documented the potential negative outcomes of continuing this practice: <https://wildlifechecklist.com/is-feeding-raccoons-illegal> 4. Monetary impact: as concerned residents left with no choice but to spend money to clean up after selfish residents continue the dangerous and unfair practice of feeding raccoons, the only additional option we have is to hire someone to trap the raccoons. This is not only unfair to the residents that have to incur this unnecessary expense, but also to the animals, who did nothing other than respond to the food being served to them. This is inarguably unfair to the residents incurring unnecessary cost, as well as to the animals that get trapped and removed from their environment. We are humbly asking for this committee to institute an ordinance/law making it illegal to feed the raccoon population on Isle of Palms.

6/29/2024	Dr Nathan J Shores	5802 Palmetto Dr, Isle of Palms, South	The resident trailer parking is not properly managed. It is full of non resident cars without trailers that should be using pay to park. Quarterdeck essentially leaves the ramp unattended	Recreation Committee
6/26/2024	Carla & Dan Messina	8 54th Ave, Isle of Palms, South Carolina 29451-2705	This is Carla and Dan Messina. We reside on the ocean off of 54th Street. We are opposed to removal of the shoal from 44-53rd street on IOP as we are concerned that it will shift the tides, deplete the beach front and disrupt the marine life and surfers that we see each and everyday enjoying the surf. We believe that this (shallow) water shoal is a natural feeding bed for the dolphins and pelicans as we see them on a daily basis. We are concerned that removal of the shallow shoal from 44th-53th will disrupt this natural habitat. As mentioned in the article "any change to the high tide line is temporary". Where is the evidence that it will not disrupt the tides permanently? Thank you for your time in reading this comment. Carla & Dan Messina	Public Works Committee
6/19/2024	Mrs Cindy Ann Feltman	3 36th Ave, Isle of Palms, South Carolina 29451	My husband and I have serious concerns over the Shoal Management Project. 1) Moving sand from one location to another- solving one problem while potentially creating another. 2) Moving public beach sand to a private beach area. 3) The backup plan harvest area is too far from the north end of the island-causing more truck traffic on the beach area	City Council

## Public Comments for City Meetings, May 24 - July 18, 2024

6/17/2024	Mr. Thornton White	7 45th Avenue, Isle of Palms, South Carolina 29451	I am totally against the removal of beach sand on the public beaches between 44th Avenue and 53rd Avenue to be used for the private community of Wild Dunes. IOP removed sand from this area approximately 10 years ago and it took 10 years to recover. After a storm these beaches are non-existent at high tide. Please find sand from an outside source and do not remove sand from our beaches.	City Council
6/10/2024	Mr. Ryan Killian	219 Forest Trail, Isle of Palms, South Carolina 29451	We have been plagued by a raccoon population regularly visiting our property on their way to/from our neighbor's home, who feeds them daily. These animals regularly urinate and defecate on our property after being fed human food by our neighbors. We have complained regular over the last few years, and even had IOP representatives knock on their door and politely ask them to stop. They have indicated they will not stop, as it is not illegal. We (and other neighbors) have been forced to spend money to trap them (using Critter Control) to thin out the group so the property damage does not get out of hand. We are also concerned for our small children and we have read several articles on the danger of raccoon urine to children. Additionally, in 2022 there was a distemper outbreak among the raccoons that forced DNR to get involved. Several raccoons died on our property (and our neighbors). We found raccoons wandering on our property in a state that resembled rabies, and wouldn't run off when shoed. All of this, plus the recent increase in coyote sightings has us increasingly concerned, and we'd like a city ordinance presented for consideration to ban feeding of raccoons.	Public Safety Committee



**CITY COUNCIL MEETING**  
**6:00pm, Tuesday, June 24, 2024**  
**1207 Palm Boulevard, Isle of Palms, SC and**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

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

Absent: Council Member Hahn

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

**2. Citizen's Comments**

Carly David, 709 Palm Boulevard, spoke with concern about the flooding in the 2200 block of Waterway Boulevard. She said she is afraid that the portion of Waterway Boulevard between 21<sup>st</sup> and 32<sup>nd</sup> avenues will be left out of the upcoming project. She asked the Council to put the needs of the residents over those of the golf course. She will be meeting with Administrator Fragoso to better understand the plans for Waterway Boulevard.

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

**A. Public Hearing– May 28, 2024**

**B. City Council Meeting – May 28, 2024**

**C. Special City Council Meeting Workshop – June 18, 2024**

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

**4. Special Presentations**

HR Manager Ladd introduced three new Public Safety employees.

**5. Old Business -- none**

**6. New Business**

**A. Consideration of proposal from Trident Construction in the amount of \$17,010 to develop conceptual design and costs of options for relocation of City Hall**

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

**B. Consideration of an allocation of \$25,000 for purchase and installation of holiday decorations**

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

**C. Consideration of proposed FY25 budget for the 30% State ATAX to be used for advertising and promotion of tourism per Section 6-4-10**

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

**D. Discussion of FY25 State budget provisos**

Administrator Fragoso spoke about the two budget provisos that were introduced by Senator Goldfinch: Amendment 55-26 “deals with the beach’s definition. If the State establishes an area to be active beach based on that definition and an owner does not agree with that position, it allows the homeowner to challenge the State’s position in court. If the homeowner is successful, and the court rules in favor of the homeowner, then the State, in this example, would not have any jurisdiction over this area called beaches, then the State would be responsible for paying that property owner any attorney’s fees associated with that situation.”

The other proviso, 55-25, “is related to erosion control and this amendment would force OCRM to reassess all of the violations associated with hard erosion control structures that had been placed, particularly those that were placed after the Beach Front Management Act that was enacted in May of 2018, and reassess those violations with the new rules and the new baseline and the new setback line and allow a property owner to challenge that enforcement action from the State. And if the courts rule in favor of the property owner against the State, OCRM would be responsible for paying attorney’s fees for that property, reimbursing the property owner for attorney’s fees and any other expenditure that the owner has expended in trying to remedy a potential violation.”

Both provisos were approved by the Budget Conference Committee and will go to the House and Senate in a special session on Wednesday. If they remain in the budget, they will go to the Governor’s desk for signature or veto.

Council Member Ward spoke in opposition to these provisos as he believes, “we’re handcuffing the State agencies and that they might be hesitant to bring action in the future, that knowing that they could be impacted by having to pay attorney fees and other court costs. He would like to see City Council speak out against it.

**MOTION:** Council Member Ward made a motion to suspend the rules of order to allow for City Council to take action on the matter. Council Member Campsen seconded the motion.

Administrator Fragoso pointed out that the provisos were only recently introduced and have not allowed for discussion or a period of public comment.

Council Member Pierce noted that these provisos are only good for FY25 and would need to be renewed moving forward. Council Member Bogosian said while he understands the concern about OCRM, he said a judge still must rule against them before fees must be paid. He said it is too early for City Council to be involved in the matter.

Council Member Anderson said she does not want to see any measure that could keep OCRM from protecting the beaches. Council Member Campsen believes the City should support the Beach Advocates Group.

**VOTE:** A vote was taken with all in favor.

**MOTION:** Council Member Ward made a motion for the City of Isle of Palms to issue a statement strongly opposing budget provisos 55-25 and 55-26. Council Member Miars seconded the motion. A vote was taken as follows:

Ayes: Campsen, Anderson, Ward, Miars, Carroll, Pounds

Nays: Pierce, Bogosian

**The motion passed 6-2.**

**E. Consideration of award of a contract for bulk container collection and disposal sanitation services**

Administrator Fragoso said the City's portion of the contract to collect trash from the containers at the condominiums is approximately \$100,000, which is more than what is currently budgeted for the expense. She spoke to the lowest bidder for this contract, and they said the cost of an individual business requesting service for their business would be much higher than if they were part of a larger contract.

She said, "My recommendation is for the City to entertain a contract for the scope as we know it today. The RFB document indicated that the contractor should expect additions, deletions, changes in frequency. We're confirming that the \$2.50 per yard cost is not going to change if the City were to change or eliminate some of the locations to be serviced. We plan on having a meeting with all the commercial businesses and giving them the option." She would like to have the City secure the lowest price per yard as soon as possible.

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

Council members expressed concerns about the potential billing process to business owners and the lack of time to discuss the contract and options with the Public Services & Facilities Committee and local businesses.

The issue will be sent to the Public Services & Facilities Committee for deeper discussion and discernment.

Council Member Ward withdrew his motion to approve, and Council Member Anderson withdrew her second.



**F. Discussion of 4<sup>th</sup> of July events**

Administrator Fragoso said there will be a golf cart parade beginning at 10am. She shared the starting location of the parade as well as the rules of the parade as required by the Police Department. Numerous personnel will staff the event and signage directing golf cart traffic will be provided. Fireworks begin at 9pm.

**7. Boards and Commissions Reports**

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

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

**A. Second Reading**

**Ordinance 2024-04 – an ordinance to adopt a budget for fiscal year beginning July 1, 2024 and ending June 30, 2025**

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

Council Member Pierce said, “Thank you Debra, Desiree and staff, for all the work on the budget. Last year’s budget projected IOP’s fund balances remaining in the \$40M range over the 5-year planning horizon. This year’s initial draft projected government fund balances plummeting by \$22M to less than \$13M over the same planning horizon. What changed over the plan period?

- Council approved payroll increases to address inflation and retention, plus approved a paramedic unit and headcount, adding roughly \$8M to loaded labor and other cost.
- A new City Hall is being proposed with a low-end, heavily caveated estimate of \$6M, including financing.
- Issuance of \$9M in new debt plus financing cost. We have debt rolling off, but interest rates have doubled.
- A major beach renourishment project which puts IOP on cycle with the 2008 and 2018 projects. The original projection, based on recent estimates, caused IOP’s Beach Renourishment Fund to go negative by \$5M. The solution was simply to reduce the estimate by \$5M to bring the beach fund back to \$0 balance.

“I can’t support knowingly and arbitrarily adjusting an estimate of this magnitude that leaves IOP’s beach fund empty, then deficient for several years. Page 53 of the meeting packet shows the Beach Fund projection. Our auditors highlighted expense increases in the last audit report and staff have recommended we add new revenue streams. I agree.

“Council spent only a few minutes discussing new revenue streams, with a starter list of about a dozen possibilities presented at a workshop. Council committed to none of these. I have no

doubt, with the updated budget revisions, IOP has sufficient funding and reserves to fulfill current year obligations. However, in my opinion, this year's budget sends IOP on a spend trajectory that increases reliance on variable revenue, knowingly depletes some of IOP's fund balances and relies on more expensive debt financing, with no new matching funding sources. It also prioritizes discretionary project spending before we have identified and committed funding plans in place for IOP's future resiliency needs & projects such as proactive beach management, increasing flood mitigation, traffic measures, water quality and increasing employee cost."

Council Member Bogosian said, "I'm going to vote for adoption, but I do agree with virtually everything that Councilman Pierce said. I do feel like although the current fiscal year that we are approving looks fine and we'll get through that, I am concerned of how much the forecast, and we are approving in essence a five-year look or forecast, and I am concerned about how much has changed. We've, and I think we have added a lot, and we talked about putting in the need for other revenue streams. But I agree we've not done much, and I would encourage that we change this process instead of just looking at the budget at the time it comes renewed, and through the normal process, that we take a more active role all year long, that we're continuing looking at revenue sources whether that is through license fees, whatever the list that we generate, and start to implement those now, that we stop looking at the budget just because we don't need to approve one. So I am concerned though that as we look out five years that we are light on beach renourishment. We have got a lot of debt built in. I don't think it is something the City can't live with, but we do have a lot of debt built in, and me, for one, before I approve or agree to approving a new building, I'd want to make sure that we've got the right revenue sources to kind of help offset whatever the debt load is for that. So again, I'm going to vote for it, but I do agree that I think we've got more work to do with our budget and how our forecast looks down the road looks.

Council Member Miars said, "I just want to concur with what John said, and I think something that's really kind of, I don't know, brought that home to me is even this whole dumpster situation kind of coming up out of nowhere, and it just so happens that it is coming up out of nowhere when we're talking about the budget. I blame myself as I think we all can do a better job of looking at things more proactively. I think I'd like to see again starting next month or in the next couple of months that especially the committees start looking into specific things on each committee where we could potentially whether there are cost savings or revenues or just asking the questions of hey, should we be spending this money on dumpsters. That's just one thing that came out of the blue, and I wonder how many others are out there where we could potentially do better. So that is my goal for myself is for the next year for us to do better on that."

Council Member Campsen said, "This is my first budget cycle as I have said a couple of times now because it is, and I don't honestly feel like I contributed any more to this particular cycle as a City Council woman than I did when I was sitting out there and just making Citizens' Comments. I know we were presented with, I have long, for a decade at least, I have had a concern that our General Fund, what is our completely unrestricted revenue, is not keeping up with our expenses, and while I am very appreciative of the tourism transfers that we are able to make, and I understand what we can make and how we can make it and when we make it, I've

looked back. That number just keeps climbing, and we don't seem concerned about attempting in whatever small ways, and they are small to do what we can in the General Fund. We had ten opportunities, one being raising property taxes, which I don't think any of us wanted to do, but a number of them would not have had any impact on residents at all, and there was not any discussion around that really. I had expressed an interest in building permit and license revenues, maybe some changes at the Rec, which I think they've been tweaking some stuff out there. But I'm primarily concerned because I'm hearing from the Planning and Building Director that the revenue, they are concerned about the revenue because it could be going down because construction is slowing down, because the interest rates are getting high. Deborah has indicated that she's felt like we need to figure out some things in the General Fund to get some more revenue streams in there, and we didn't do any of it. It just didn't feel like I had much of an opportunity to say something and have something taken into account because the next draft would come back, and it would either something would be in there or not, but there was no like, I don't know what I am trying to say."

Council Member Ward said, "This is all well and good, but a lot of generalities, not many specifics. I am hearing a lot of we could have done this, we could have done that. My experience has been over the years is pick two or three, maybe four things and concentrate on them and bring it up and bring it up and bring it up. I'm just telling you reality is that you can't bring it up once and then kind of wonder what happened. It's just my experience has been you just have to be persistent and decide what your goals are and including with the budget and get specific with and say I want to do this and just keep pounding it and pounding it and pounding it to make it happen. A lot of the Public Works projects that I have worked on over the years take a minimum of two, three years."

He continued, "I think it is a good budget. I think the motion is to adopt a budget for this fiscal year, and I understand what everybody is saying. I agree I would like to look into all these generalities and make them specifics."

Administrator Fragoso added, "I think one of the exercises that we have been talking a lot about this fiscal year has been related to the beach and knowing that if the goal, we talk about the Beach Preservation Ad Hoc Committee and them being tasked with identifying a different policy for renourishment or a different funding mechanism to make up that gap. But what I wanted to make sure was very apparent and top of mind to this community is that if the City wants to take a more proactive approach on beach renourishment we are going to have a huge gap that we need to make up for. I would say that from my perspective, having gone through a couple of budget cycles now, one of the challenges with the workshop set up and having no votes at the workshop is one of the challenging pieces that we as a staff have when trying to understand where the consensus is, and I think that maybe to your point Council Member Campsen, the feeling like there was not consensus on some of these initiatives and when we went through the Committees made recommendations on specific projects or changes, and that gave us a clear direction of where the Committee was on a particular issue. So that is just something to consider as we look at preparing for the next budget cycle. What changes can be made to the meeting structure that

could facilitate that kind of discussion in a more clear direction about what the drafts will include, what initiatives we want to see.”

Council Member Pierce said, “I think the Council, given the importance, and I think you can kind of tell how I feel about the budget and the finances, I think we ought to reconsider reconstituting the Ways & Means Committee. That way we can have votes at those meetings, and then I think we can dive deeper into the not only the finances, but the spending details.”

Council Member Ward concurred with this suggestion.

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

Ayes: Anderson, Ward, Bogosian, Miars, Carroll, Pounds

Nays: Campsen, Pierce

**The motion passed 6-2.**

**B. First Reading -- none**

**C. Resolutions and Petitions**

**i. Resolution 2024-03 – to recognize the City’s responsibility to provide a safe work environment for its employees**

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

Administrator Fragoso said, “We present this resolution every year. The staff has a Safety Committee, and they meet pretty regularly to review safety policies, any accidents that we’ve been having, and identifying how we can improve training to ensure that we provide a safe work environment for folks and those that drive City-owned vehicles, what are some of the strategies to keep them safe while they are operating their jobs. So this is something that we certainly support.”

**ii. Resolution 2024-04 – to support the adoption of the Charleston County Climate Action Plan**

Director Kerr stated this request for approval comes from the Environmental Advisory Committee. The Town of Mt. Pleasant has passed a similar resolution. He said the plan the County will vote on in July is an aspirational document.

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

9. **Executive Session – not needed**

10. **Adjournment**

Council Member Ward made a motion to adjourn, and Council Member Anderson seconded the motion. The meeting was adjourned at 7:06pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**Public Services & Facilities Committee Meeting**  
**9:00am, Tuesday, July 9, 2024**  
**1207 Palm Boulevard, Isle of Palms, SC and**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to Order**

Present: Council members Miars, Hahn, Pierce

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

Also present: John Griffith, Jr., Brian Kessler

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

**3. Approval of Previous Meeting's Minutes – June 4, 2024**

**MOTION: Council Member Pierce made a motion to approve the minutes of the June 4, 2024 meeting. Council Member Hahn seconded the motion. The motion passed unanimously.**

**4. Old Business**

**Discussion regarding City Hall building assessment, renovation and expansion options to consider**

John Griffith, Jr. of Trident Construction and Brian Kessler of McMillan Pazden Smith joined the Committee to discuss the options for a new City Hall in Municipal Lot B or adjacent to the Public Safety Building. Four options were presented for discussion: City Hall fully attached to the Public Safety Building, City Hall partially attached to the Public Safety Building, a free-standing building with an adjacent parking garage in Municipal Lot B, and a free-standing building with parking underneath along the Ocean Boulevard edge of Municipal Lot B.

Mr. Griffith and Mr. Kessler shared the construction challenges involved with attaching City Hall to the current Public Safety Building. The costs and disruptions will be higher when attaching to another building. A City Hall adjacent to Public Safety would be a less expensive option but adds new parking requirements. Director Kerr and Director Pitts added that underground utility work would need to be done in the area if this is the selected option. Both options would prevent the Fire Department from having drive-through ability in the bay. Council Member Hahn said he likes the “synergy” created by having City Hall adjacent to Public Safety. Creating a “Welcome Center” type of entry was discussed. Director Kerr pointed out that this option allows the City to use Municipal Lot A for parking without restrictions.

It was noted that the deed restrictions on Municipal Lot B will need to be addressed with SCPRT if the City decides to move forward with the use of this lot for a new City Hall. Director Kerr said the deed is not tied to the number of parking spots provided but there must be an “offset of equal market value” for the space they may use for a new building.

Administrator Fragoso pointed out that adding a large amount of parking in that area in the form of a parking garage may not be the best option as the beach at high tide cannot accommodate a large number of people. Mr. Griffith said the cost of a parking garage could be approximately \$8 million.

Discussion ensued about the pros and cons of a smaller footprint, two-story City Hall with parking underneath within Municipal Lot B. Mr. Griffith said a building fronting Ocean Boulevard could provide more visibility and “visitor center presence.” Council Member Pierce suggested looking into grant funding available for municipal complexes. Administrator Fragoso said that tourism funds can be used for the creation of visitor centers.

After further discussion, Mr. Griffith said they would return to the August Committee meeting with more data including a drone flyover of Municipal Lot B on July 17 (a day the City anticipates heavy usage of Lot B) and clearer cost potentials for a City Hall adjacent to the Public Safety Building and a City Hall fronting Ocean Boulevard with parking underneath. Staff will also research additional funding sources for this project.

## 5. **New Business**

### A. **Discussion and consideration of commercial bulk container services**

Administrator Fragoso reviewed the situation: “The City has been historically paying for the collection of commercial bulk containers islandwide and that includes brick and mortar businesses and condominiums. The current vendor increased the price from approximately \$.75/yard to \$3 starting June 1. I think that there was a change in ownership. This has been the price the City has been paying for over 18 years, more that that, and that got increased. We received the note in May that that was the new price starting in June. We went up from an annual cost of about \$75,000 a year to \$3 to \$188,000. Like I said, the City has been paying for this. We believe this started after Hugo to help struggling businesses after the hurricane, but that is just speculation on our part. It has been an ongoing service. We are not aware of any other municipality in the state that pays for bulk container collection for businesses, and the volume has increased dramatically over time. We see a lot of activity on the island. Our businesses are thriving, and with that comes just a lot of generation of garbage.”

Administrator Fragoso shared some options for the Committee to consider:

- City continues paying for commercial collection services for businesses and condominiums at an annual cost of \$2.50/yard or \$250,000

- City continues to pay for commercial collection services for business and condominiums for 6 months and phase this service out to be the responsibility of the businesses at a cost of \$3.75/yard or \$180,000 with the current provider

If the City wants to cover the cost of the collection services for the condominiums, the City could contract with a low bidder to provide the service for 6 months. This would provide time for a new vendor to purchase new bins and install them. The annual cost for the City to continue to pay for the pickup of commercial bulk containers at the condominiums would be \$95,000.

Administrator Fragoso said that due to the significant change in scope from the original RFB, the City would provide all respondents the opportunity to provide a sealed bid for the cost of servicing the condominiums to guarantee the lowest price per yard for the City.

Additional considerations need to be discussed regarding the municipal compactor. Currently, ten Front Beach businesses use the compactor as they do not have the space to accommodate a commercial dumpster on their property. The City bills each business for their use of that compactor. One potential downside of passing commercial bulk container collection costs to the Front Beach businesses who currently use the compactor is that they may request to use the 96-gallon roll carts serviced by Public Works, which would impact the efficiencies of island wide garbage collection.

Council Member Pierce said two issues need to be dealt with: “getting a currently market-based contract with our provider who is going to take the dumpsters and haul the dumpster trash. And then we have got the policy on where we are going to pick up and not pick up on behalf of the City and what we are going to pass off.”

Administrator Fragoso said the option with the most flexibility is signing a 6-month contract for commercial bulk pickup which gives the Committee and City Council the time to figure out a new policy, secure a provider, and give them time to get their dumpsters in place.

Council Member Pierce would like to see a breakdown in costs related to servicing condominiums, servicing the compactor, as well as costs for the City over a three-year period.

Administrator Fragoso pointed out that the City already has a collection system in place since they bill Front Beach businesses for the use of the compactor.

Council Member Miars asked if there was a way to require all Front Beach businesses to use the compactor as some of them use the roll carts collected by Public Works.

Administrator Fragoso said, “City code establishes that any location that use or any commercial business that uses more than two 90-gallon containers could be required by the Public Works Director to get a bulk container.”

She also pointed out that there is no incentive for businesses to minimize or recycle more of their trash.

**MOTION: Council Member Pierce made a motion to recommend to City Council moving forward with a 6-month contract at \$3.75/yard. Council Member Miars seconded the motion.**

Director Kerr said policy decisions need to be made quickly so that changes can be communicated to the businesses and the new vendor, if there is a change, will have time to



secure and place the dumpsters. Council Member Pierce said this issue should be on the agenda for the July 23 Council meeting while staff continues to work on the billing process.

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

Ayes: Pierce, Miars

Nays: Hahn

**The motion passed 2-1.**

**B. Discussion of miscellaneous and yard debris collection services**

Referencing a one-page document in the meeting packet, Administrator Fragoso said staff is proposing an ordinance change for miscellaneous and yard debris collection. The current ordinance states this trash is to be taken up on Wednesdays. However, Public Works is picking it up most afternoons because of the volume being produced and it affects their workflow. If a resident puts out a lot of debris at one time, it becomes very time consuming for Public Works to tend to it. Administrator Fragoso said that the use of City time as well as aesthetics needs to be addressed.

Staff is proposing a scheduled pick-up day for various parts of the island:

Collection Schedule Yard Debris:

Mondays – Breach Inlet through 14th Avenue

Tuesdays – 15th Avenue through 30th Avenue

Wednesdays – 30th through 42nd Avenue

Thursday – Wild Dunes

Friday – 42nd Avenue through 57th Avenue

Miscellaneous - Wednesdays – Island wide

Administrator Fragoso said this will require a change to City code and time to communicate the changes to the residents. She would like to have it in place before next season.

Enforcement of such a change was also discussed. Director Kerr said that it is currently easier and faster for Public Works to pick up the debris than it is to call Code Enforcement to have them address it first. Director Pitts said including Code Enforcement is important so that Public Works is not blamed for debris not being picked up.

This issue will be brought to the attention of the full Council at the August workshop.

**C. Discussion of beach garbage collection services**

Administrator Fragoso said the current beach garbage collection contract ends next September, and she would like to get ahead of any changes that may need to be made to the contract prior to issuing the RFP. The current contract holder died unexpectedly and his son is currently fulfilling the terms of the contract. She will be speaking to him to understand his future plans.

Considerations for a new contract could include the pickup of large debris left behind by beachgoers, whether or not garbage cans should be on the beach, should the cans be lidded, should the cans be moved off the beach, etc.

Administrator Fragoso noted that unlidded trashcans have led to a lot of trash on the beach and the coyotes rummaging the cans in search of food. She would like the Environmental Advisory Committee to discuss the issues involved with the trashcans and provide feedback to the Committee.

Director Pitts added that there were originally only 57 trashcans, one per block, and now there are over 200 cans across the island. He said a vendor dedicated to emptying these cans is needed because the bulk of the trash is generated over the weekends.

Administrator Fragoso said staff would like to pick one avenue, build a trashcan corral, and move the cans off the beach as a test to monitor beachgoer behavior with regards to trash disposal. She said removing the trashcans from the beach provides a built-in redundancy in storm preparations as the cans must be removed from the beach as a storm approaches.

Recommendations from staff and the Environmental Advisory Committee will be brought back to the Committee for further discussion.

#### **D. Discussion of island wide beach monitoring and surveying**

Committee members discussed whether or not to put out an RFP for the beach monitoring services contract with CS&E that is set to expire this year. Administrator Fragoso said a new contract will include more frequent beach monitoring as suggested by the Beach Preservation Ad Hoc Committee.

It was decided that an RFP would be put out with the intention of bringing the bids back to the City Council workshop in August.

#### **6. Miscellaneous Business**

The next regular meeting of the Public Services & Facilities Committee will be Tuesday, August 13, 2024 at 9am.

#### **7. Adjournment**

Council Member Pierce made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 11:19am.

Respectfully submitted,  
Nicole DeNeane  
City Clerk



**Public Safety Committee Meeting**  
**9:00am, Tuesday, July 17, 2024**  
**1207 Palm Boulevard, Isle of Palms, SC and**  
**broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to Order**

Present: Council members Ward, Anderson, Bogosian

Staff Present: Administrator Fragoso, Director Kerr, Chief Oliverius, Chief Cornett

**2. Citizen's Comments**

Ryan Killian, 219 Forest Trail, came before the Committee to express his concerns about residents feeding raccoons near his home, which he says is dangerous to his family with young children. He said he has asked the neighbors to stop feeding them and they have refused. He said he has trapped and relocated some of the animals, but it is very expensive. He asked the Committee to consider an ordinance that would prohibit the feeding of wild animals.

**3. Approval of Previous Meeting Minutes – May 7, 2024**

**MOTION: Council Member Anderson made a motion to approve the minutes of the May 7, 2024 meeting. Council Member Ward seconded the motion. The motion passed unanimously.**

**MOTION: Council Member Bogosian made a motion to suspend the rules of order and change the order of the agenda to move the discussion of traffic to the last item under New Business. Council Member Anderson seconded the motion. The motion passed unanimously.**

**4. Old Business -- none**

**5. New Business**

**A. Discussion of proposed ordinance prohibiting feeding wildlife**

Administrator Fragoso said she fully supports the passage of such an ordinance. She said in the proposed ordinance wildlife is defined as any animals that have not been domesticated. Council Member Bogosian asked if the ordinance includes the feeding of birds, and Chief Cornett said no. The ordinance does define waterfowl in the definition of animals that cannot be fed. He will also look to the County's ordinance about the feeding of feral cats so that they are in adherence with County laws. He said that addressing the cat and raccoon problem will ultimately help the coyote problem. He also said it does not make feeding your dog outside illegal. The intent is

specific to the prohibition of feeding wild animals. The fine could be as high as \$500 and or 30 days in jail.

Council Member Ward said he would not support an ordinance that prohibits the feeding of feral cats.

**MOTION: Council Member Bogosian made a motion to recommend the ordinance to City Council for discussion and consideration with the addition of information about feral cats. Council Member Anderson seconded the motion. The motion passed unanimously.**

**B. Discussion and consideration of approval of taser upgrade five-year subscription – Year 1 Cost not to exceed \$18,171 [FY25 Budget, Police Department, State ATAX Fund]**

Chief Cornett said the current tasers are no longer being supported and the new tasers have increased technology and safety features. This subscription service will replace broken tasers at no cost and will provide training and annual certification.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**C. Discussion and consideration of approval of drone hardware and eight-year software subscription – Year 1 cost not to exceed \$23,000 [FY25 Budget, Police Department, Hospitality Tax and State ATAX Funds]**

Chief Cornett said congressional law no longer allows for the use of foreign-made drones. The higher expense in the first year of this subscription covers the cost of the drone. He gave details on how the drone has been and will be used for public safety.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**D. Discussion and consideration of issuing letter of intent for purchase replacement of 2003 95' Ladder Truck in FY27 (18–21-month lead time for construction) in the amount of \$2.225 million**

Administrator Fragoso said the FY27 budget assumes the City will incur debt for the purchase of this truck. A letter of intent from the City is needed now to ensure the City's place in the production line. The letter will also save the City from price increases. Chief Oliverius detailed the need to replace the ladder truck.

No down payment is needed with the letter of intent, but some portion of the money will be due about 14-15 months into production and then the remainder due at delivery.

Chief Oliverius said ISO requires certain pieces of fire equipment to maintain ratings and lower insurance rates. The ladder truck is necessary in an area with wind-driven fire potential and numerous elevated occupancies.

**MOTION: Council Member Anderson made a motion to recommend to City Council the issuing of a letter of intent for the purchase of a ladder truck to replace the 2003 95' ladder truck in FY27. Council Member Bogosian seconded the motion. The motion passed unanimously.**

**E. Discussion and consideration of sole source contract with Schindler for elevator replacement in Fire Station 2 in an amount not to exceed \$68,000 [FY25 Budget, Fire Department, Capital Projects Fund]**

Administrator Fragoso said Schindler is the only company that can provide this service. A full memo explaining the need for sole sourcing will be presented at the City Council meeting. The current elevator was damaged by flooding, which should not be a concern moving forward thanks to the drainage work done along 41<sup>st</sup> Avenue.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**F. Discussion of Fire Department restructuring proposal for command staff**

Administrator Fragoso explained that Chief Hathaway will be retiring at the end of October. No new positions will be added to the Fire Department, but a restructuring will “provide a little bit more of a seamless transition when it comes to the addition of the EMS program.”

Chief Oliverius said this restructuring will increase efficiencies, allow for more operational ownership, and improve operations. Administrator Fragoso referenced the organizational chart in the meeting packet.

Chief Oliverius said that following Council’s approval of the plan he will advertise for the new positions internally first and will use a panel of outside assessors to help with the selection process. He would like the positions filled by September so Chief Hathaway’s successor can take advantage of his institutional knowledge.

Administrator Fragoso added that this restructuring allows for the unique ability to move up in a small department.

**MOTION: Council Member Bogosian made a motion to approve and recommend the restructuring to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**G. Traffic Report**

Council Member Anderson’s notes regarding her traffic observations are attached to these minutes. She believes regular traffic updates and discussion are needed to continue to improve traffic flows on the island. This discussion is to be focused on traffic flow on the Isle of Palms Connector. She believes a signal timing study at the Rifle Road intersection is key in helping traffic flow off the island especially when traffic is backed up due to a summer afternoon thunderstorm. It is important to have data to share with SCDOT when requesting a change.

Chief Cornett noted that the Town of Mt. Pleasant has always been quick to help during heavy traffic times by placing extra officers at the intersection with Rifle Range Road and allowing for special signal timing during the summer.

Chief Cornett spoke about the department's goal to reduce collisions. He said there has been a noticeable reduction in traffic collisions on the island. Between May 1 and July 16, there were 42 collisions in 2022, 41 collisions in 2023, and 28 in 2024. Most collisions happen around Palm Blvd. & 14<sup>th</sup> and the front beach area. Most are fender benders.

The traffic discussion will continue at the next meeting.

**6. Miscellaneous Business**

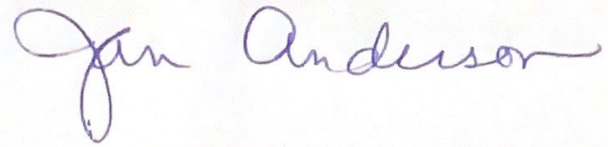
The next meeting of the Public Safety Committee will be Wednesday, August 6, 2024 at 11:00am.

**7. Adjournment**

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

Respectfully submitted,

Nicole DeNeane  
City Clerk



## 2024 Traffic Observations, IOP Connector (SC 703)

The theoretical capacity of a two-lane two-way road is about 24,000 vpd (vehicles per day) usually reported in an average annual daily traffic volume (aadt). Capacity at intersections is usually the limiting factor on urban streets and is measured in vehicles per hour (vph). A single lane at an intersection has an ideal capacity of 2000 vph but many factors affect that capacity.

### Factors affecting roadway capacity:

- 1) Peaking characteristics: Traffic on the island is atypical, having no unique am (7-9) or pm (4-6) peak periods but rather increases gradually in the morning until 10 or 11 am, remaining high until late afternoon when it gradually decreases. So we get more efficient use of the roads throughout the day.
- 2) Day of the week: weekday traffic flow is usually highest during am and pm rush hours; island traffic is highest during off-peak times on weekdays and on weekends. This creates a signal timing opportunity different from Mt Pleasant's needs.
- 3) Directional distribution: traffic flow is more balanced on and off the island than for off-island roads. This is also more efficient use of roadway.
- 4) Proportion of heavy trucks (18 wheelers): the volume of heavy trucks is low which also business and contributes to maximizing capacity. Most of our "Trucks" are pickup trucks and vans. Only construction supplies are delivered by heavy trucks.
- 5) Driveways: Vehicles entering and exiting driveways slow traffic and may cause delays. Fortunately there are no driveways on the Connector, maximizing road capacity.
- 6) Parking: vehicles parking and unparking can reduce roadway capacity. There is no parking along the Connector, maximizing capacity.
- 7) Signal green time allocated to an intersection approach is the single greatest factor affecting capacity. There are two intersections at each end of the Connector (at Rifle Range and Palm Blvd) that affect the Connector's capacity. Because signal time is split among four or more separate phases, Connector capacity is reduced by as much as half or more at Rifle Range Rd. and possibly by a third at Palm Blvd. Additional through and turn lanes added at intersections increase capacity.

### Traffic Data

- 1) Traffic volumes on the Connector consistently exceed 20,000 vpd throughout the year, and are over a theoretical capacity of 24,000 vpd throughout the summer season. Volumes have been record over 29,000 vpd every Saturday in June 2024.
- 2) Intersection capacity is harder to calculate without turning movement volumes and signal timing data but it is clear that the volumes cannot be processed through the two intersections as the signals are timed today. A signal timing study for these intersections will allow the intersections to function more efficiently and somewhat relieve congestion.
- 3) If the connector is restriped to include one lane onto the island and two lanes off of the island, the additional lane will increased stacking capacity and improve flow off of the island and through the Rifle Range Rd. intersection.
- 4) If the two signals are interconnected, then traffic would flow more smoothly off of the island. However, the limiting factor today is the capacity of the Rifle Range Rd. Intersection to process island traffic.
- 5) It appears that 2024 traffic volumes on the Connector are similar to 2023 volumes which may indicate that the road has reached its limit. When roadway capacity is reached, any increases result in gridlock and throughput is seriously impaired. We have experienced that condition several time this summer when it has taken more than an hour to get on or off the island.
- 6) It appears that delays increase when one-way volumes on the Connector exceed 1100 vph which is occurring as early at 11 am on our busiest days.
- 7) The highest volumes on and off of the island occur during weekday off-peak times and on weekends. In contrast Mt. Pleasant traffic volume is highest on weekdays during am and pm rush hours. There is an opportunity to capitalize on this difference in need at the Rifle Range Rd. Intersection by reallocating weekday off-peak signal time (10 am - 4:30 pm) and on weekends to benefit island traffic without jeopardizing traffic flow on other approaches.

**City of Isle of Palms  
Detail List of Dumpsters**

Name of location	Commercial or Condos	(A) R=recycle G=garbage IN YARDS	Size in Yards	(B)	(C)	Yards per week	Yards per month	Price per yard	Current Average Cost Per Month	New Average Cost Per Month
				# of Containe at Location CONTAINERS	Days Serviced per Week					
Acme Cantina	Commercial	G	8	1	4	32	138.56	\$ 0.58	\$ 79.99	\$ 346.40
Acme Cantina	Commercial	G	6	1	4	24	103.92	\$ 1.01	\$ 105.00	\$ 259.80
Broadwalk Inn	Commercial	G	4	2	3	24	103.92	\$ 0.34	\$ 35.53	\$ 259.80
Broadwalk Inn	Commercial	G	4	1	3	12	51.96	\$ 0.68	\$ 35.53	\$ 129.90
Boat House Restaurant	Commercial	G	8	1	5	40	173.2	\$ 0.65	\$ 112.91	\$ 433.00
Citadel Beach House	Commercial	G	6	1	2	12	51.96	\$ 0.65	\$ 33.98	\$ 129.90
Ocean Park Center	Commercial	G	8	1	5	40	173.2	\$ 0.65	\$ 112.91	\$ 433.00
Links Clubhouse/Edgar's	Commercial	G	4	1	2	8	34.64	\$ 0.88	\$ 30.45	\$ 86.60
Links Clubhouse/Edgar's	Commercial	G	8	1	2	16	69.28	\$ 0.65	\$ 44.94	\$ 173.20
Links Golf Course	Commercial	G	30yd R/O	1 on call		rent \$111. Haul \$194.76		\$	\$ 510.71	\$ 305.94
Links Golf Course	Commercial	G	8	1	1	8	34.64	\$ 0.66	\$ 23.02	\$ 86.60
Long Island Café	Commercial	G	4	1	3	12	51.96	\$ 0.65	\$ 33.98	\$ 129.90
Long Island Café	Commercial	R	6	1	3	18	77.94	\$ 0.63	\$ 49.33	\$ 194.85
Lutheran Retreat Center	Commercial	G	8	1	1	8	34.64	\$ 0.65	\$ 22.68	\$ 86.60
Kangaroo (Circle K)	Commercial	G	8	1	2	16	69.28	\$ 0.90	\$ 62.64	\$ 173.20
Kangaroo (Circle K)	Commercial	R	8	1	3	24	103.92	\$ 0.43	\$ 44.28	\$ 259.80
Post Office	Commercial	G	6	1	1	6	25.98	\$ 0.67	\$ 17.28	\$ 64.95
Sea Biscuit Café	Commercial	G	2	1	2	4	17.32	\$ 0.69	\$ 11.88	\$ 43.30
The Co-Op	Commercial	G	6	1	2	12	51.96	\$ 0.67	\$ 34.56	\$ 129.90
The Refuge	Commercial	G	6	1	2	12	51.96	\$ 0.68	\$ 35.08	\$ 129.90
Beachside Vacations	Commercial	G	8	1	5	40	173.2	\$	\$ -	\$ 433.00
Wild Dunes Housekeep	Commercial	G	8	2	2	32	138.56	\$ 0.31	\$ 43.20	\$ 346.40
Wild Dunes Housekeep	Commercial	R	8	1	2	16	69.28	\$ 0.31	\$ 21.60	\$ 173.20
Liquor Store	Commercial	G	6	1	2	12	51.96	\$ 0.62	\$ 32.03	\$ 129.90
Palm Blvd/ IOP LLC	Commercial	G	4	1	3	12	51.96	\$ 0.65	\$ 33.98	\$ 129.90
Charleston County Park	Commercial	G	6	1	3	18	77.94	\$ 0.84	\$ 65.77	\$ 194.85
Charleston County Park	Commercial	G	6	1	4	24	103.92	\$ 0.61	\$ 63.58	\$ 259.80
Wild Dunes Beachhouse	Commercial	G	6	1	2	12	51.96	\$ 0.64	\$ 33.48	\$ 129.90
Marina Outpost	Commercial	G	8	1	5	40	173.2	\$ 0.65	\$ 112.91	\$ 433.00
The Villages at Wild Dunes	Commercial	G	4	11	5	220	952.6	\$ 0.62	\$ 594.00	\$ 2,381.50
The Villages at Wild Dunes	Commercial	R	4	3	5	60	259.8	\$ 0.62	\$ 162.00	\$ 649.50
Wild Dunes Sweetgrass Pavilion	Commercial	R	4yd Comp	1	1	12	51.96	\$ 0.67	\$ 35.00	\$ 129.90
Wild Dunes Sweetgrass Pavilion	Commercial	R	4	2	3	24	103.92	\$ 0.67	\$ 70.00	\$ 259.80
Wild Dunes Sweetgrass Pavilion	Commercial	G	4	3	3	36	155.88	\$ 0.45	\$ 70.00	\$ 389.70
Sweetgrass Inn	Commercial	R	4	1	3	12	51.96	\$	\$ -	\$ 129.90



Sweetgrass Inn	Commercial	G	4	5	6	120	519.6		\$ -	\$ 1,299.00
Islander 71	Commercial	G	8	2	5	80	346.4	\$ 0.65	\$ 225.82	\$ 866.00
Municipal Compactor in Lot B	Commercial	G	30 yd Comp	1	2x/week		Haul \$184.78		\$1,515.44	\$1,847.80
Recreation Dept	Condo	G	6	1	1	6	25.98	\$0.67	\$17.28	\$64.95
1140 Ocean Blvd. Condos	Condo	G	8	1	3	24	103.92	\$0.64	\$66.42	\$259.80
Ocean Club Villas	Condo	G	4	8	3	96	415.68	\$0.66	\$273.24	\$1,039.20
Ocean Inn	Condo	G	4	1	1	4	17.32	\$1.31	\$22.72	\$43.30
Sea Cabins Condos	Condo	G	8	4	3	96	415.68	\$0.86	\$358.56	\$1,039.20
Seascape Condos	Condo	G	8	2	2	32	138.56	\$0.64	\$88.56	\$346.40
Seaside Villas	Condo	G	8	2	3	48	207.84	\$0.64	\$133.92	\$519.60
Shipwatch Condos	Condo	G	8	4	3	96	415.68	\$0.64	\$267.84	\$1,039.20
Summerhouse Condos	Condo	G	8	2	3	48	207.84	\$0.64	\$133.92	\$519.60
Tidewater	Condo	G	8	2	2	32	138.56	\$0.64	\$88.56	\$346.40
Port O Call I	Condo	G	8	1	3	24	103.92	\$0.64	\$66.96	\$259.80
Wild Dunes Yacht Harbor	Condo	G	8	1	2	16	69.28	\$0.64	\$44.28	\$173.20
Mariners Walk	Condo	G	8	1	1	8	34.64	\$0.66	\$23.00	\$86.60
Mariners Walk	Condo	G	4	3	1	36	155.88	\$0.85	\$132.84	\$389.70
Seagrove Villas	Condo	G	4	2	3	24	103.92	\$0.68	\$70.67	\$259.80
			312	95	143	1688	7309.04		\$ 6,304.26	\$ 20,426.34
									<u>\$ 75,651.08</u>	<u>\$ 245,116.08</u>

FY23	\$ 75,305.64
FY24 Estimate	\$ 107,959.43
Increase from FY23 to FY 24	\$ 0.43
Increase from FY24 to FY25 Projection	\$ 1.27

Cost by Type of Property	Monthly	Annual
City OR Condos	\$ 8,234.55	\$ 98,814.60
Commercial	\$ 12,191.79	\$ 146,301.48



# QUOTE

2025 Ford PIU Traffic

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

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

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

(843) 886-6522  
 mstoren@iop.net

**Estimate Number:** 1504  
**Customer Ref:** State Contract  
 4400029870  
**Estimate Date:** July 16, 2024  
**Valid Until:** August 15, 2024

**Estimate Total (USD):** **\$139,461.00**

Units	Quantity	Price	Amount
<b>Ford Police Interceptor Utility AWD</b> State Contract: 4400029870  2025 Ford Police Interceptor AWD Traffic Edition 3.3L V6 TI-VCT Engine 10 Speed Auto Transmission Police Interior 4 Keys with Fobs Cloth Bucket Front Seats Vinyl Rear Seats Vinyl Flooring Driver's Side Spotlight Rear Camera Bluetooth Class III Trailer Hitch Receiver Manual Police Pursuit Mode * Perimeter Alert * Dark Car Feature (courtesy Lamp Disabled) Police Engine Idle * Cargo Dome Lamp * BLIS * Auxiliary Climate control (Rear Air) * Rear Cross Traffic Brake Assist * Pre-Collision Mitigation System * 100 Watt Siren/Speaker prep Kit * Upfitter Interface System * Keyless Entry with Fobs (4) * 8" Display Screen *	3	\$45,847.00	\$137,541.00



# QUOTE

2025 Ford PIU Traffic

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

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

Units	Quantity	Price	Amount
<b>Exterior Color</b>	3	\$0.00	\$0.00
Agate Black			
Carbonized Gray			
Dark Blue			
Iconic Silver			
Oxford White			
Royal Blue			
Silver Gray Metallic			
Sterling Gray Metallic			
Vermillion Red			
<b>Vehicle Delivery</b>	3	\$140.00	\$420.00
\$1.50 Per Mile x 96 Miles			
<b>Vehicle Sales Tax</b>	3	\$500.00	\$1,500.00
South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee			

**Subtotal:** \$139,461.00

**Total:** \$139,461.00

**Estimate Total (USD):** \$139,461.00



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-542027-45411.734RG**

Issued: 04/29/2024

Quote Expiration: 07/01/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 442309

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Isle Of Palm Police Dept - SC 30 J C Long Blvd Isle Of Palms, SC 29451-2282 USA	Isle Of Palms Police Dept - SC 30 J C Long Blvd Isle Of Palms SC 29451-2282 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Matt Storen Phone: (843)4713753 Email: mstoren@iop.net Fax: (843) 886-8527

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$77,966.46</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$84,983.43</b>

**Discount Summary**

Average Savings Per Year	\$1,161.60
<b>TOTAL SAVINGS</b>	<b>\$5,808.00</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Sep 2024	\$15,593.30	\$1,403.39	\$16,996.69
Sep 2025	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2026	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2027	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2028	\$15,593.29	\$1,403.41	\$16,996.70
<b>Total</b>	<b>\$77,966.46</b>	<b>\$7,016.97</b>	<b>\$84,983.43</b>

Quote Unbundled Price: \$83,774.46  
 Quote List Price: \$77,966.46  
 Quote Subtotal: \$77,966.46

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T7Basic	TASER 7 Basic Bundle	22	60	\$53.40	\$49.00	\$49.00	\$64,680.00	\$5,821.20	\$70,501.20
<b>A la Carte Hardware</b>									
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$889.46	\$889.46	\$889.46	\$80.05	\$969.51
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44			\$40.25	\$40.25	\$1,771.00	\$159.39	\$1,930.39
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44			\$40.25	\$40.25	\$1,771.00	\$159.39	\$1,930.39
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110			\$40.25	\$40.25	\$4,427.50	\$398.47	\$4,825.97
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110			\$40.25	\$40.25	\$4,427.50	\$398.47	\$4,825.97
<b>Total</b>							<b>\$77,966.46</b>	<b>\$7,016.97</b>	<b>\$84,983.43</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 7 Basic Bundle	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	22	1	09/01/2024
TASER 7 Basic Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	09/01/2024
TASER 7 Basic Bundle	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	20	1	09/01/2024
TASER 7 Basic Bundle	20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	2	1	09/01/2024
TASER 7 Basic Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2024
TASER 7 Basic Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2024
TASER 7 Basic Bundle	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2024
TASER 7 Basic Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2024
TASER 7 Basic Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2024
A la Carte	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	09/01/2024
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	1	09/01/2024
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	1	09/01/2024
A la Carte	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	1	09/01/2024
A la Carte	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	1	09/01/2024

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	22	10/01/2024	09/30/2029
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	09/30/2029

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	26	09/01/2025	09/30/2029
TASER 7 Basic Bundle	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	22	09/01/2025	09/30/2029
TASER 7 Basic Bundle	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/01/2025	09/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 J C Long Blvd	Isle Of Palms	SC	29451-2282	USA

Payment Details

**Sep 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 1	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 1	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 1	T7Basic	TASER 7 Basic Bundle	22	\$12,936.01	\$1,164.24	\$14,100.25
<b>Total</b>				<b>\$15,593.30</b>	<b>\$1,403.39</b>	<b>\$16,996.69</b>

**Sep 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 2	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 2	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 2	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 2	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 2	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
<b>Total</b>				<b>\$15,593.29</b>	<b>\$1,403.39</b>	<b>\$16,996.68</b>

**Sep 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 3	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 3	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 3	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 3	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 3	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
<b>Total</b>				<b>\$15,593.29</b>	<b>\$1,403.39</b>	<b>\$16,996.68</b>

**Sep 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 4	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 4	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 4	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 4	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 4	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
<b>Total</b>				<b>\$15,593.29</b>	<b>\$1,403.39</b>	<b>\$16,996.68</b>



**Sep 2028**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 5	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 5	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.71	\$965.21
Annual Payment 5	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.71	\$965.21
Annual Payment 5	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.87	\$386.07
Annual Payment 5	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.87	\$386.07
Annual Payment 5	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
<b>Total</b>				<b>\$15,593.29</b>	<b>\$1,403.41</b>	<b>\$16,996.70</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

4/29/2024





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-557804-45467.649RG**

Issued: 06/24/2024

Quote Expiration: 07/15/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 442309

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Isle Of Palm Police Dept - SC 30 J C Long Blvd Isle Of Palms, SC 29451-2282 USA	Isle Of Palms Police Dept - SC 30 J C Long Blvd Isle Of Palms SC 29451-2282 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Joseph Tumminelli Phone: 854-855-2138 Email: jtumminelli@iop.net Fax:

**Quote Summary**

Program Length	80 Months
<b>TOTAL COST</b>	<b>\$51,041.40</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$55,635.13</b>

**Discount Summary**

Average Savings Per Year	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$0.00</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Oct 2024	\$20,349.40	\$1,831.45	\$22,180.85
Oct 2025	\$5,115.35	\$460.38	\$5,575.73
Jun 2026	\$5,115.33	\$460.38	\$5,575.71
Jun 2027	\$5,115.33	\$460.38	\$5,575.71
Jun 2028	\$5,115.33	\$460.38	\$5,575.71
Jun 2029	\$5,115.33	\$460.38	\$5,575.71
Jun 2030	\$5,115.33	\$460.38	\$5,575.71
<b>Total</b>	<b>\$51,041.40</b>	<b>\$4,593.73</b>	<b>\$55,635.13</b>

Quote Unbundled Price: \$51,041.40  
 Quote List Price: \$51,041.40  
 Quote Subtotal: \$51,041.40

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Hardware</b>									
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$23.85	\$288.85
101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1			\$320.00	\$320.00	\$320.00	\$28.80	\$348.80
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1			\$16,464.40	\$16,464.40	\$16,464.40	\$1,481.80	\$17,946.20
<b>A la Carte Software</b>									
100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	80		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	80		\$35.08	\$35.08	\$14,032.00	\$1,262.88	\$15,294.88
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	80		\$208.25	\$208.25	\$16,660.00	\$1,499.40	\$18,159.40
<b>A la Carte Warranties</b>									
101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1			\$3,300.00	\$3,300.00	\$3,300.00	\$297.00	\$3,597.00
<b>Total</b>							<b>\$51,041.40</b>	<b>\$4,593.73</b>	<b>\$55,635.13</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	1	10/01/2024
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	10/01/2024
A la Carte	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	1	10/01/2024

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	11/01/2024	06/30/2031
A la Carte	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	11/01/2024	06/30/2031
A la Carte	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	11/01/2024	06/30/2031

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1		

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 J C Long Blvd	Isle Of Palms	SC	29451-2282	USA

## Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + Training	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$320.00	\$28.80	\$348.80
Upfront Hardware + Training	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$265.00	\$23.85	\$288.85
Upfront Hardware + Training	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$16,464.40	\$1,481.80	\$17,946.20
Upfront Hardware + Training	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$3,300.00	\$297.00	\$3,597.00
<b>Total</b>				<b>\$20,349.40</b>	<b>\$1,831.45</b>	<b>\$22,180.85</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 1	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.73</b>

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 2	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.71</b>

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 3	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.71</b>

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 4	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.71</b>

Jun 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15



<b>Jun 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 5	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.71</b>

<b>Jun 2030</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Annual Payment 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 6	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
<b>Total</b>				<b>\$5,115.33</b>	<b>\$460.38</b>	<b>\$5,575.71</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

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#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

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Signature

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Date Signed

6/24/2024





**PURCHASE AGREEMENT**  
**FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and the \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal dated \_\_\_\_\_ and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal").
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total Purchase Price of \_\_\_\_\_ (\$\_\_\_\_\_).

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

3. **PAYMENT:** Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

4. **FINAL COMPLETION**: The apparatus and equipment being purchased hereunder shall be completed within approximately \_\_\_\_\_ months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.
5. **MANUFACTURER'S CERTIFICATE OF ORIGIN**: Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.
6. **SUTPHEN WARRANTIES**: Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.
7. **SHORTAGES AND OMISSIONS**: The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

8. **DEFAULT**: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
9. **PURCHASER GUARANTEES**: With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
10. **ACCEPTANCE**: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
11. **TAXES, ETC.**: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
12. **INSURANCE**: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
13. **TERMINATION**: After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.
14. **GENERAL**: This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each

of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

15. **GOVERNS:** This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

**SALES REPRESENTATIVE OF THE SUTPHEN CORPORATION**

**PURCHASER**

By \_\_\_\_\_  
Sales Representative

\_\_\_\_\_

Accepted at offices of:  
The Sutphen Corporation  
6450 Eiterman Rd.  
Dublin, Ohio 43016

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**Schindler Elevator Corporation**

900 Center Park Drive

Suite D

Charlotte, Mecklenburg, NC 28217-2962

**UPGRADE ORDER AGREEMENT**

**Date:** 05/22/2024

**Estimate Number:** SJON-CYPMDM (2023.6.1)

**To:**

Isle Of Palms Fire Department

Po Box 508

Isle Of Palms, SC 29451

**Customer:**

Isle Of Palms Fire Station 2

44 41st Ave

Isle Of Palms, SC 29451-2602

As a Leader in the elevator industry, we are continuously investing in solutions that will help reduce repair and operating costs due to unforeseen events that impact your elevator system. We recommend the following scope of work to return the unit to service and create a greater level of operational reliability, efficiency and reduced down-time for callbacks.

**Scope of Work / Water Damage to Pit Equipment**

- Secure the equipment in a safe fashion to ensure a proper safe environment.
- Provide and install the following elevator components:
  - a. Clean pit and paint pit equipment to help alleviate rusting
  - b. Replace water damaged rupture valve in pit
  - c. Replace water damaged hydraulic cylinder packing
  - d. Replace oil line, victaulic fittings, victaulic couplings, and victaulic tees
  - e. Replace pipe stands
  - f. Replace relating cable and relating sheaves
  - e. Replace traveling cable and kellums grips
- Make necessary adjustments, test for proper operation, and return the unit to service.
- Upon completion of this work, all debris will be removed from the jobsite.

**PLEASE NOTE: This is our initial findings for water damage in the elevator pit. Any additional items found will be proposed separately.**

**Original Cost: \$69,311.00**

**10% Discount: (6,931.10)**

**Total Cost with Discount: \$62,379.90**

**Additional trip for remobilization of a team: \$5,600**

**Total Cost with Remobilization: 67,979.90**





**Price:** \$67,979.90, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

**\*Financing available (see below)**

**Payment:** 50% of the price is due upon acceptance of this proposal;  
40% of the price is due as work progresses within 30 days of invoice;  
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

**Available Financing:** Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

**As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax.** The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.

Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner’s agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

\_\_\_\_\_

\_\_\_\_\_

By: Jack Masters

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

For: Schindler Elevator Corporation

For: Isle Of Palms Fire Department

Title: Sales Representative

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

Date: 12/21/2023

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_

By: Mark Lester

Title: Sales Manager

Date: \_\_\_\_\_



## TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.  
**INSURANCE:** At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).

**Schindler Elevator Corporation**

900 Center Park Drive

Suite D

Charlotte, Mecklenburg, NC 28217-2962

Phone:

Fax:

**Date:** July 14, 2024**To:**

Craig K. Oliverius

Fire Chief

City of Isle of Palms Fire Department

30J.C. Long Boulevard

Isle of Palms, South Carolina 29451

**Attn:** Craig K. Oliverius

Schindler Elevator Corporation is the manufacturer of the Schindler 330A elevator. The 330A elevator was designed by Schindler and Schindler is the sole manufacturer of this model of elevator. The Schindler 330A elevator is not sold to other elevator companies and is sold and installed only by Schindler Elevator Corporation factory trained technicians.

Sincerely,

Denis S Davis

General Manager Carolinas

Schindler Elevator Corporation

## **Isle of Palms Fire & Rescue July 10, 2024**

### **City Administrator Desiree Fragoso**

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

Dear City Administrator Fragoso,

I hope this message finds you well. I am writing to propose a restructuring of the Isle of Palms Fire Department administration upon the retirement of Deputy Chief Richard Hathaway on October 14th, 2024. This proposed restructuring aims to enhance our department's efficiency and effectiveness in handling both current and future operational demands.

### **Proposal for Restructuring**

#### **Current Structure**

Presently, our fire department operates under a model with a single Deputy Chief who oversees operations and administration. While this structure has served us well, the increasing complexity of our operations and the addition of new programs necessitate a more specialized approach to leadership.

#### **Proposed Structure**

I propose transitioning from one Deputy Chief to a model with two Deputy Chiefs: a Deputy Chief of Operations and a Deputy Chief of Special Operations. This change involves reclassifying the current role of Deputy Chief of Operations/Administration to Deputy Chief of Operations and reclassifying the position of Battalion Chief of Training to Deputy Chief of Special Operations.

### **Deputy Chief of Operations**

The Deputy Chief of Operations would supervise and oversee the following functions:

- Emergency Fire Operations
- Emergency Rescue Operations (land-based)
- Emergency Hazardous Materials Operations
- Non-Emergent Daily Operations

### **Deputy Chief of Special Operations**

The Deputy Chief of Special Operations would supervise and oversee the following functions:

- Marine Firefighting Operations
- Water Rescue Operations
- Special Rescue Operations
- Emergency Medical Operations
- Emergency Management (ICS)

### **Benefits of the Proposed Structure**

1. **Enhanced Efficiency and Focus:** By dividing responsibilities between two Deputy Chiefs, we can ensure a more focused and efficient management of both routine and specialized operations. Each Deputy Chief will have the capacity to dedicate their expertise and attention to their respective areas, leading to improved performance and outcomes.
2. **Specialized Leadership:** The increasing complexity of fire and rescue operations, particularly with our advanced marine firefighting and water rescue capabilities, necessitates specialized leadership. The Deputy Chief of Special Operations will bring focused attention and expertise to these critical areas.

3. **Improved Oversight and Accountability:** The division of responsibilities will enable better oversight and accountability, ensuring that all operational and training functions receive the necessary attention and resources. This restructuring will help prevent any responsibilities from being overlooked and promote a more organized and responsive department.
4. **Support for New and Future Programs:** As we continue to expand our capabilities and introduce new programs, having dedicated leaders for both general and specialized operations will allow us to manage growth more effectively. This structure will support the development and implementation of future initiatives.

## **Conclusion**

I believe this restructuring will provide a more effective leadership model for our department, ensuring that we continue to meet the high standards of service expected by our community. The proposed division of labor will enhance our ability to manage both daily operations and specialized rescue missions, positioning us for continued success in serving the City of Isle of Palms.

I kindly request your consideration of this proposal and am available to discuss it further at your convenience. Thank you for your time and attention to this matter.

Sincerely,

Craig Oliverius  
Fire Chief  
Isle of Palms Fire & Rescue







# ISLE OF PALMS FIRE & RESCUE

PROPOSED

FIRE CHIEF

DEPUTY CHIEF  
FIRE OPERATIONS

DEPUTY CHIEF  
SPECIAL OPS/EMS

ADMINISTRATIVE  
SPECIALIST

FIRE  
MARSHAL

MEDICAL  
CONTROL  
PHYSICIANS

A-SHIFT  
BATTALION  
CHIEF

B-SHIFT  
BATTALION  
CHIEF

C-SHIFT  
BATTALION  
CHIEF

FIRE STA. 1  
CAPTAIN

FIRE STA. 2  
CAPTAIN

FIRE STA. 1  
CAPTAIN

FIRE STA. 2  
CAPTAIN

FIRE STA. 1  
CAPTAIN

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**BOARD OF ZONING APPEALS**  
**4:00pm, Tuesday, July 9, 2024**  
**1207 Palm Boulevard, Isle of Palms, SC**

**MINUTES**

**1. Call to order**

Present: Glenn Thornburg, Robert Miller, Susie Wheeler, Ted McKnight, and Zoning Director Simms

Absent: Ellen Gower

**2. Approval of Previous Meeting's Minutes**

**MOTION: Mr. McKnight made a motion to approve the minutes of the May 7, 2024 meeting, and Ms. Wheeler seconded the motion. The minutes passed unanimously.**

**3. Swearing in of applicants**

Mr. Thornburg swore in the applicant.

**4. Home Occupations**

**A. 906 Palm Boulevard**

Zoning Director Simms said that the applicant, Cynthia Rocha, is requesting a special exception to allow the establishment of a defense contracting firm at their home. The applicant has indicated that the home will be used for office work only, that there will be no business-related traffic coming to the residence, there will be no evidence of a business outside the house, and that there will be no employees working in the residence other than family members that live in the home.

Ms. Rocha said she will only be using her home for office work. There will be no outdoor evidence of a business and no signage indicating a business.

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

**5. Miscellaneous Business -- none**

6. **Adjournment**

Ms. Wheeler made a motion to adjourn and Mr. McKnight seconded the motion. The meeting was adjourned at 4:06pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



**ENVIRONMENTAL ADVISORY COMMITTEE**

**4:00pm, Thursday, July 11, 2024**

**1207 Palm Boulevard, Isle of Palms, SC**

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

**MINUTES**

**1. Call to order**

Present: Sandra Brotherton, Mary Pringle, Todd Murphy, Laura Lovins, Doug Hatler, Dane Buckout, Council Member Miars

Absent: Lucia Spiotta, Belvin Olasov

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

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

**3. Approval of previous meeting's minutes**

**MOTION: Ms. Lovins made a motion to approve the minutes of the May 9, 2024 meeting, and Ms. Pringle seconded the motion. The motion passed unanimously.**

**4. Presentation – none**

**5. Old Business**

**A. Wildlife**

Ms. Pringle said the benches have been installed at the native plants garden. She also spoke about a successful nesting season for the purple martins. She said there are approximately 50 turtle nests across the island, and they are due to start hatching next week. Many have had to be relocated due to the high tides and work on the beach.

**B. Litter**

Dr. Brotherton noted that there seems to be a lot more beach trash this year. Council Member Miars shared the discussion from the Public Services & Facilities Committee earlier in the week about the trash cans on the beach. Having trash cans on the beach is creating more trash on the beach. Additionally, it is logistically difficult and expensive to empty the cans. The current contract for beach trash can pickup is due to end next September, and the City would like to initiate a pilot program to help them determine the specifications of a new contract. Director Kerr explained how trash pickup is done currently, adding it will be challenging to find a replacement service. He also said that beach trash pickup is not something that can be done by Public Works since most of the trash is generated over the weekends.

The City would like to build a trash receptacle closer to the road of a beach access path to see how beachgoer behavior changes with regards to trash removal. Director Kerr said staff has identified the 25<sup>th</sup> Avenue beach access as a place where a trash corral could be built and easily monitored to provide the City with helpful data.

After discussion about the need for proper signage, it was agreed that the City would build two pilot trash corrals at 25<sup>th</sup> Avenue and another access by Wild Dunes. Mr. Murphy will help in selecting the proper access to monitor.

**C. Water Quality**

City Council has approved the water quality proposal, and Mr. Hatler will work with GEL to select the proper outfalls from which to pull samples.

**D. Climate Action**

Director Kerr reported that City Council passed a resolution in support of County Council passing their Climate Action Plan. He will forward a copy of the resolution to Committee members. The Committee will discuss steps the City can take to support the Climate Action Plan at a future meeting.

Zoning Administrator Simms said the bid for the solar panels for the Public Works building will go out next week.

**6. New Business**

**A. Discussion of which issues to include on the website**

Director Kerr said that the PR Officer is unclear as to what the Committee wants on the City's website. Dr. Brotherton will reach out to her and provide more specific information.

**B. Update on EAC hosting a table at the upcoming IOP Farmers Market**

Ms. Lovins said that many of the food composting buckets were given out at the June Farmers Market. She said she had information available about septic tanks, but most of the people who visited the table were already on sewer. The next Farmer's Market will be July 18.

**C. Discussion of installing compost liner dispensers at compost drop-off locations**

Ms. Lovins said that Megan McGill can service dispensers of compost liners for an additional \$110/month. The dispensers will cost \$191 each. Ms. McGill will review the usage of the bags and share data on a quarterly basis to determine if more or less work is needed. Director Kerr said he would reach out to Ms. McGill to get the dispensers and the bags.

**6. Miscellaneous Business**

7. **Adjournment**

The next meeting of the Environmental Advisory Committee is scheduled for Thursday, September 12, 2024 at 4pm.

Mr. Murphy made a motion to adjourn, and Mr. Hatler seconded the motion. The meeting was adjourned at 5:19pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk

ORDINANCE 2024-03

AN ORDINANCE TO AMEND TITLE 5, PLANNING AND DEVELOPMENT,  
CHAPTER 4 ZONING, ARTICLE 7 SIGNS OF THE CITY OF ISLE OF PALMS CODE  
OF ORDINANCE.

WHEAREAS, the intent of this article is to establish limitations on signs to ensure that they are appropriate to the land, building or use to which they are appurtenant and are adequate, but not excessive, for their intended purpose; and

WHEREAS, in recent years the number of political signs placed within the public rights-of-way prior to primary and general elections has increased dramatically; and,

WHEREAS, often the signs are placed in locations that block the vision of motorists and pedestrians creating a public safety concern; and

WHEREAS, the existence of such signs create litter, create visibility polluting blight, may be detrimental to a healthy tourism economy and impact the aesthetics of the community; and

WHEREAS, the Isle of Palms City Council has the authority to amend its Code of Ordinances when deems to be in the best interest of the citizens of the City, and now desires to do so with respect to the subject of political signs placed within the public rights-of-way by enacting the revisions displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, Section 5-4-138, and Section 5-4-141 of the Isle of Palms Code of Ordinances titled “Temporary signs” and “Prohibited Signs” are hereby amended to specifically read as follows:

**Sec. 5-4-138. Temporary signs.**

The following types of signs are classified as temporary signs, and are allowed as follows:

(a) Building-mounted Grand Opening and Going Out of Business signs, not exceeding thirty-two (32) square feet in sign area, may be erected for businesses and services in nonresidential districts for one (1) period only not to exceed thirty (30) days.

(b) Construction signs. For any construction, remodeling, or landscaping activity, signs which identify the designer, contractor, developer, finance organization, subcontractor or materials vendor involved with the activity may be erected on the construction site upon the issuance of a building permit, or when work begins if no building permit is required, and shall be removed within thirty (30) days following the issuance of a certificate of occupancy (CO), or completion of work if no CO is required. Construction signs shall not exceed a maximum sign area of twenty

(20) square feet in residential districts or thirty-two (32) square feet in nonresidential districts and shall not require the issuance of a sign permit.

(c) Signs advertising real estate for sale or for rent for a term of one (1) year or more shall comply with the following requirements:

1) No more than one (1) sign advertising real estate for sale and one (1) sign advertising real estate for rent shall be allowed per parcel of land. Provided, however that no temporary for rent sign is allowed on a property which has a permanent real estate sign displayed. No off-premises signs advertising real estate for sale or for rent are allowed except that one (1) open house sign may be placed on the shoulder of a street right-of-way between the hours of 1:00 p.m. to 5:00 p.m. on Saturdays, Sundays, and City legal holidays.

2) No sign shall exceed a maximum surface area of five (5) square feet in any zoning district.

3) No on-premises sign shall be located closer than five feet (5') to the boundary of the right-of-way of any abutting street, road or alley.

4) No sign located in any zoning district shall have a height greater than five feet (5').

5) Any such signs shall be removed from view within fourteen (14) days from the date of the closing of the sale or the renting of the property, as applicable.

6) The Zoning Administrator shall give one (1) written warning to the owner of any sign placed in violation of this subsection (c).

7) Any person violating any provision of this subsection (c) at any property after written warning from the Zoning Administrator shall be guilty of a misdemeanor and punished as follows:

a) For a first offense, by a fine of \$20.00.

b) For a second and each subsequent offense, by a fine of \$50.00.

c) Each day of such violation shall constitute a separate offense.

d) Any violation hereunder, with or without warning, shall result in the immediate confiscation of all signs placed in violation hereof.

8) No City business license shall be issued or renewed until all fines outstanding against the applicant are paid in full.

~~(d) Political campaign signs on public rights-of-way may be erected not more than thirty (30) days prior to the occurrence of the event to which they pertain and must be removed within two~~



~~(2) days after said event. Political signs shall not exceed a maximum sign area of eight (8) square feet nor obstruct the line of sight of motorists, and shall not require the issuance of a permit.~~

(e) Signs announcing civic, recreational, philanthropic, educational, or religious events and not exceeding thirty-two (32) square feet of sign area, may be erected no more than fourteen (14) days prior to the announced event and shall be removed within two (2) days following the event.

(f) Height. The maximum height of freestanding temporary signs shall not exceed eight feet (8'), while the lower edge shall not exceed four feet (4') in height.

#### **Sec. 5-4-141. Prohibited signs.**

Except as may be specifically authorized by the City and any other government agency having jurisdiction over the subject area,, it shall be unlawful for any person to erect, place or use within the City, when visible from any public way or beach, any of the following signs:

(1) Off-premises signs, outdoor advertising signs and billboards.

(2) Any signs within the CO conservation district unless authorized by the City or any agency of the State.

(3) Signs which contain any moving, flashing, or animated lights, visible moving or movable parts, or give the appearance of animation.

(4) Neon signs, except for "Open" and "Closed" signs.

(5) Inflatable signs.

(6) Roof signs. Signs erected upon, against, or directly above a roof or roof eaves, or on top of above the parapet.

(7) Vehicle signs. A permanent or temporary sign affixed to, painted on or placed in or upon any parked vehicle, parked trailer or other parked device capable of being towed, which is displayed in public view under circumstances which indicate that the primary purpose of said display is to attract the attention of the public rather than to serve the business of the owner thereof in the manner which is customary for said vehicle.

(8) Any sign which emits a sound, odor or visible matter.

(9) Any sign which obstructs free ingress to or egress from a required door, window, fire escape or other required exit way.

(10) Any sign or sign structure which obstructs the view of, may be confused with or purports to be a governmental or traffic sign.

(11) Signs using the words "stop," "danger" or any other word, phrase, symbol or character in a manner that misleads, confuses or distracts a vehicle driver.

(12) Electronic message boards. An electrical sign which utilizes lights or other electronic devices to form a message or messages capable of being electronically programmed or modified by electric processes.

(13) Moving message boards.

(14) Signs within a public right-of-way, public beach or public beach access.

(15) Signs painted on or attached to trees, rocks or other natural features, telephone or utility poles or painted on the roofs of buildings visible from any public thoroughfare.

(16) Abandoned or dilapidated signs.

(17) Any sign which exhibits statements, words or pictures of obscene or pornographic subjects.

(18) Portable signs, except for sandwich board signs which comply with the requirements in section 5-4-137(e).

(19) Banner signs.

(20) Political campaign signs promoting a political candidate or party within a public right-of-way.

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE ISLE OF PALMS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)

Attest: \_\_\_\_\_

Nicole DeNeane, City Clerk

**ORDINANCE 2024-05**

**AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ARTICLE 8, ADDITIONAL REGULATIONS, SECTION 5-4-12 SUBSECTIONS P THROUGH R, AND SECTION 5-4-13 OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.**

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

WHEREAS, the City of Isle of Palms, like most municipalities in the Lowcountry, is low-lying and vulnerable to flooding and storm damage and reducing and managing runoff from individual properties is a benefit to the community;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Article 8, Sections 5-4-12 and 5-4-13.

NOW, THEREFORE, 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 Title 5, Planning and Development, Chapter 4, Zoning, Section 5-4-12, Subsections (p) through (r), be replaced entirely to read as follows:

Sec. 5-4-12. Additional regulations.

(p) Adding fill or importation of materials of any type, or re-contouring of a lot's existing contours, that increases a lot's existing ground elevation more than one (1) foot above existing road and results or may result in elevating an existing or proposed structure is strictly prohibited. Provided however, that this requirement would not limit the elevation of a lot to an elevation lower than 7.4' (using the 1988 NAVD datum).

(q) No lot shall be improved, altered, graded, or filled in a way that results in (1) additional stormwater running off the site; or (2) stormwater running off the site in an accelerated manner.

(r) Prior to any improvements, alterations, grading, or filling, a stormwater management plan shall be submitted and approved by for such lot without the Zoning Administrator's prior approval of a stormwater management plan.

(s) The stormwater management plan shall include the following:

- (1) the stamp and signature of a duly licensed and qualified professional;
- (2) all existing and proposed topographical features of the lot, existing and proposed drainage flow patterns, and runoff quantities;

- (3) and a statement by the professional certifying that the improvements are designed such that post-construction runoff will mimic preconstruction hydrology runoff for the site and the improvements will not filling or grading of the lot will not adversely impact the drainage of any adjacent properties, drainage systems or rights-of-way;
  - (4) For every square foot of new or altered impervious surfacing permitted, 0.3 cubic feet of storm.
- (t) The following site changes shall require the submittal of a stormwater management plan:
- (1) Any new building construction, new impervious surface, or replacement of impervious surfaces, which cumulatively exceed six hundred and twenty-five (625) square feet in area (all development shall be cumulative over time when considering the square footage threshold for requiring a stormwater management plan).
  - (2) Adding fill or re-contouring of twenty (20) percent or more of the existing lot area in compliance with paragraph (p) of this section.

Additional submittal materials, design specifications and maintenance schedules may be requested at the discretion of the Zoning Administrator to ensure compliance with the Charleston County Stormwater Management Program.

(u) Prior to the issuance of a Certificate of Occupancy (CO) for construction projects, the Zoning Administrator may require as-built documentation certifying that the project was completed in compliance with the approved stormwater management plan.

SECTION 2. That Title 5, Planning and Development, Chapter 4, Zoning, Section 5-4-13 be retitled to read as follows:

Section 5-4-13. Maximum lot coverage; floor area ratio requirements; stormwater detention; additional setback requirements.

SECTION 3. That Title 5, Planning and Development, Chapter 4, Zoning, Section 5-4-13, Subsection (b) be inserted as follows and all subsequent subsections be renumbered accordingly:

(b) In situations Section 5-4-12(r) requires a stormwater management plan, for every square foot of new or altered impervious surfacing permitted on a lot, 0.3 cubic feet of new stormwater detention. must be provided on the lot. The method for stormwater detention must be approved by the Zoning Administrator as part of the stormwater management plan. Detention areas must be located on the same property and above the seasonal high groundwater level. Detention can be achieved with detention vaults, rock wells, open basins, or any approved combination of methods. If materials such as rocks are used to create stormwater storage, only the voids within the system, excluding materials, will count towards meeting the required area.

SECTION 4. 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 immediately upon approval by Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Nicole DeNeane, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_

ORDINANCE 2024 – 06  
AN ORDINANCE TO AMEND TITLE 6 HEALTH AND SANITATION,  
CHAPTER 2 ANIMALS, ARTICLE A GENERAL PROVISIONS TO INCLUDE  
PROHIBITIONS AGAINST FEEDING WILDLIFE

WHEREAS, the City of Isle of Palms has a significant and growing wildlife population within City Limits; and

WHEREAS, the intentional feeding of wildlife encourages concentration and growth of animals in urbanized areas, which poses a hazard to humans, pets and plantlife; and

WHEREAS, the improper and intentional feeding of wildlife disrupts animal’s natural habitats as well as their feeding and foraging habits, as they become dependent upon human provided food sources; and

WHEREAS, the Isle of Palms City Council finds that regulating the feeding of wildlife is imperative to the health, safety and welfare of the animals and also to the City of Isle of Palms and its residents; and

WHEREAS, Isle of Palms City Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the citizens of the City, and now desires to do so as displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, in Council assembled, that Section 6-2-8 and 6-2-9 be included under Title 6, Chapter 4, Article A of the City of Isle of Palms Code of Ordinances as follows:

SECTION 1. That Section 6-2-8 “Definitions” and Section 6-2-9 “Feeding Wildlife” be included to state as follows:

Section 6-2-8 Definitions

As used in this Ordinance, the following terms shall have the meanings indicated:

*Wildlife* – Animals that have not been domesticated or tamed and are usually living in a natural environment, including both game and nongame species such as deer, coyotes, opossums, raccoons, skunks and waterfowl.

Waterfowl – Any bird that frequents the water; an aquatic fowl, including but not limited to ducks, geese, swans, heron and egrets.

#### 6-2-9 Feeding Wildlife

- (a) No person shall purposely feed or make food available for consumption by wildlife on private or public property within the City.
- (b) No person shall recklessly feed or make food available for consumption by wildlife on private or public property within the City.
- (c) Each property owner or person having control of the property shall have the duty to remove any materials or devices placed on the owner's property in violation of this section.
- (d) Nothing in this section shall apply to any agent of the City, County, State of South Carolina or Federal Agency lawfully engaged in a wildlife management program.

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)  
Attest:

\_\_\_\_\_  
Nicole DeNeane, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_



**EMERGENCY ORDINANCE NO. 2024-032**

**AN EMERGENCY ORDINANCE AMENDING ~~EMERGENCY ORDINANCE 2024-01~~ PERMITTING PROPERTY OWNERS NEAR BREACH INLET TO INSTALL A REVETMENT/SEAWALL FOR EMERGENCY EROSION CONTROL**

**WHEREAS**, emergency erosion conditions have and continue to occur on beaches facing the Atlantic Ocean between Breach Inlet and 10<sup>th</sup> Avenue on Isle of Palms associated with Hurricane Idalia, coastal flooding, storm surge and subsequent king tides, wind and wave events;

**WHEREAS**, due to Hurricane Idalia, South Carolina received an emergency declaration on August 31, 2023, and the Mayor of the City of Isle of Palms (“City”) also declared a state of emergency due to Hurricane Idalia on the same day;

**WHEREAS**, these conditions have and will continue to expose and create an imminent threat to the existing structures and critical infrastructure on front beach properties located within the City;

**WHEREAS**, this continued imminent threat constitutes temporary emergency conditions that endanger the health, safety, welfare, resources, and property of ~~residents~~ property owners of the coastal zone as well as the general population of the State of South Carolina;

**WHEREAS**, the City received an emergency order from the South Carolina Department of Health and Environmental Control’s Office of Ocean and Coastal Resource Management (“OCRM”) and approved an emergency contract to restore the dunes in the erosion area by scraping sand between 100 and 314 Ocean Blvd after Hurricane Idalia;

**WHEREAS**, continued king high tides, northeastern winds, and increased wave sizes have kept water levels high and completely eroded the newly restored dune installed by the contractor;

**WHEREAS**, the City received a new OCRM emergency order allowing another round of scraping in the affected area;

**WHEREAS**, on December 17, 2023, a weather event with strong northeastern winds and record high tides caused significant erosion due to high tides, wind and waves;

**WHEREAS**, these temporary emergency conditions are expected to be alleviated when the US Army Corps of Engineers initiates a project in 2024 that will result in approximately 550,000 cubic yards of sand being placed in this area and providing protection for public interests and the welfare and property of residents;

**WHEREAS**, City Ordinance, Section 5-4-15, entitled “Beach Regulations,” prohibits any seawalls, revetments, bulkheads, groins, rip-rap or any other hard erosion control structures to be situated in whole or in part landward of the critical area as defined in S.C. Code 1976, § 48-39-10,

as amended, within a two hundred fifty-foot (250') radius of the mean high-water mark of the Atlantic Ocean, Breach Inlet, or Dewees Inlet;

**WHEREAS**, the City Council of the City of Isle of Palms (“City Council”) now desires to authorize and to establish a temporary emergency protocol for beach front property owners that own property in the erosion area between 100 Ocean Blvd. and 914 Ocean Blvd (hereinafter defined as “Residents”) that desire to place a revetment or seawall on the Resident’s property, entirely landward of the critical area as defined in S.C. Code Ann § 48-39-10, as more specifically set forth below;

**WHEREAS**, City Ordinance, Section 1-3-53(e) allows for the enactment of emergency ordinances pursuant to S.C. Code § 5-7-250(d), which provides “[t]o meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances; but such ordinances shall not levy taxes, grant, renew or extend a franchise or impose or change a service rate. Every emergency ordinance shall be enacted by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment;”

**WHEREAS**, this Ordinance has been approved by at least two-thirds of the City Council members present at the meeting in which it was considered; and

**NOW, THEREFORE**, be it ordained by the City Council of the City of Isle of Palms as follows:

**Section 1 –Revetment and Seawall Requirements and Installation.** City Ordinance, Section 5-4-15, entitled “Beach Regulations,” is hereby temporarily amended to permit Residents-Property owners (defined above) to install a revetment or seawall entirely landward of the critical area, subject to the following specifications and restrictions:

- (a) This Emergency Ordinance only applies to owners of beach front properties located in the erosion area between 100 Ocean Blvd. and 914 Ocean Blvd, which are defined above as ResidentsProperty Owners;
- (b) For purposes of this Ordinance, the term “revetment” shall mean a sloping structure built entirely landward of the critical area as determined by OCRM, as defined in S.C. Code Ann § 48-39-10, to protect the Resident’s home from erosion damage;
- (c) For purposes of this Ordinance, the term "seawall" shall mean a vertical structure built entirely landward of the critical area as determined by OCRM, as defined in S.C. Code Ann § 48-39-10, to protect the Resident’s home from erosion damage;
- (d) For purposes of this Ordinance, the term "maximum building line" shall mean the setback created by Section 5-4-51(3)(a) of the City Code and labeled as such on that certain plat prepared by E.M. Seabrook, Jr., C.E. and L.S., dated January 8, 1988, and entitled "FINAL PLAT, CITY OF ISLE OF PALMS, CHARLESTON

COUNTY, S.C." and duly recorded at the County RMC Office on February 16, 1988, in Plat Book BQ, at Pages 111,112, and 113;

- (e) No revetment or seawall shall be constructed or altered without first obtaining approval of the City and the issuance of a valid permit pursuant to the conditions and limitations set forth in the Ordinance, and a copy of the issued permit shall be in possession of anyone performing work associated with the seawall or revetment;
- (f) Prior to obtaining a permit from the City, the Resident shall comply with all applicable state and federal laws in procuring any additional permits required prior to construction, including a National Pollution Discharge Elimination System (NPDES) permit and a Coastal Zone Consistency review from the State if applicable.
- (g) In the event of construction of any such seawall or revetment, it shall comply with the requirements in the Ordinance and shall be the sole responsibility of the property owner and contractor to use materials and construction techniques that will minimize the possibility of damage or danger to other properties, public or private, or to persons on the beach or adjacent properties. It shall be the responsibility of the property owner to maintain such structures in a manner so as to prevent their floating or washing away and endangering other persons or property;
- (h) Prior to the installation of any seawall or revetment, the Resident shall notify any adjacent property owners in writing and copy Douglas Kerr, Deputy City Administrator at [dkerr@iop.net](mailto:dkerr@iop.net);
- (i) Prior to the issuance of a permit from the City, the Resident shall first coordinate with OCRM and have OCRM staff physically place markers on the Resident's Property to confirm the then existing location of the critical area, as defined in S.C. Code Ann § 48-39-10, and as solely determined by OCRM.

If OCRM staff determines that the critical area should be established using the coordinates under the Data Download tab of OCRM's SC Beachfront Jurisdictional Lines viewer: <https://gis.dhec.sc.gov/shoreline/>, the Resident shall hire a surveyor to physically place markers on OCRM's Setback Line.

- (j) The following are requirements for seawalls and revetments:

(1) seawalls and revetments shall be designed by a registered, qualified engineer ~~and include a certification from the engineer that the seawall or revetment has been designed in such a way as to will not accelerate erosion or negatively impact adjacent or down drift lots under normal conditions, excluding named storm events and long periods of tidal inundation and be designed/built to withstand a storm event;~~

(2) seawalls and revetments shall be installed entirely landward of the critical area markers placed by OCRM or the setback line marked by a surveyor, whichever is farther landward, on the Resident's property and shall not be installed more than twenty feet (20') seaward of the maximum building line;

- (3) revetments shall be designed and installed with no greater than a 1:2 slope to reduce scour from adjacent properties;
  - (4) seawalls and revetments shall have a maximum height of no more than ten (10) feet above mean sea level using NAVD88 datum;
  - (5) seawalls and revetments shall not be made of recycled concrete/materials, unless specifically designed for the purpose of marine construction;
  - (6) revetments and seawalls shall be covered by beach compatible sand when not directly exposed to water during an erosion event;
  - (7) seawalls shall be installed so as to not be visible;
  - (8) All excavations shall occur entirely landward of the critical area as marked by OCRM on the Resident's Property; and
  - (9) seawalls and revetments shall be designed so as to be continuous with any existing or planned revetments installed on adjacent properties, to the extent possible;
- (k) The Resident's contractor shall access the Resident's property through the Resident's property as OCRM prohibits heavy machinery, equipment, or materials within the critical area for the purpose of installing a seawall or revetment;
  - (l) The sand covering the revetment or wall must be from an upland source (i.e. not originating from the beach) and compatible in grain size and color with the native beach sand and should contain no more than a minimal amount of organic material. Only clean sand from an approved OCRM source may be placed on the seawall or revetment; and
  - (m) The Resident shall be responsible for the day-to-day maintenance of the revetment or seawall to ensure it is covered with beach compatible sand, remains in good repair, and is serving its intended purpose. If the seawall or revetment is not properly installed, maintained, or becomes compromised, as determined by the City and the City's coastal engineer, the seawall or revetment shall be removed at the direction of the City and at the Resident's sole expense. The City shall have the authority to remove revetments that are not installed or maintained in accordance with this Ordinance. Residents-Property owners that elect to install a seawall or revetment shall assume all responsibility over any and all impacts to adjacent property ~~owners and~~ owners and agree to indemnify and hold harmless the City in connection with any claims made against the City, its officials, agents, employees, inspectors, or advisors concerning or relating in any way to the Resident's sea wall or revetment.— Prior to the issuance of any permit, the Resident shall sign an agreement memorializing the terms of this paragraph.

**Section 2 – OCRM Guidance.** OCRM has informed the City that if a seawall or revetment is built entirely landward of the critical area, as marked by OCRM, but then later enters into the critical area due to erosion, it would be subject to OCRM's usual structural inventory and damage assessment activities. If the structure becomes "destroyed beyond repair" (as that term is used in

OCRM regulations), OCRM will require the seawall or revetment to be removed at the expense of the property owner. The shoreline in the erosion area can drastically change in a matter of hours or days. As such, OCRM suggests that an erosion control structure should be installed within 7 days of OCRM flagging the critical area. If at any time prior to completion of the seawall or revetment, the partially completed seawall or revetment becomes located in whole or in part in the critical area, as marked by OCRM, OCRM will issue a Cease and Desist Directive and require the seawall or revetment to be removed from the critical area at the sole expense of the Resident. OCRM has indicated that no emergency scraping will be allowed in front of areas where seawalls or revetments are located pursuant to state law. OCRM has indicated that all work must occur on the Resident's upland property and landward of the critical area as marked by OCRM. OCRM prohibits heavy machinery, equipment, and materials within the critical area for the purpose of installing a seawall or revetment. Also, per S.C. Code Ann. § 48-39-120(C): "The department shall have the authority to remove all erosion control structures which have an adverse effect on the public interest." The City encourages ~~Residents~~ Property owners to contact OCRM with any questions.

**Section 3 - Removal of Seawalls and Revetments.** If a Resident fails to comply with City Ordinance, Section 5-4-15, as amended herein, or any of the specifications or requirements of this Emergency Ordinance, including building a seawall or revetment without first obtaining a City issued permit, the City is entitled to require the Resident to remove the seawall or revetment, at the Resident's sole expense. Any seawalls or revetments installed in violation of Section 5-4-15, as amended herein, or this Emergency Ordinance shall be removed within forty-five (45) days after the Resident receives notice from the City to remove the seawall or revetment. In the event the City is required to enforce compliance with Section 5-4-15, as amended herein, or this Emergency Ordinance, the Resident shall pay the City any additional costs, expenses, or legal fees incurred by the City to ensure compliance with Section 5-4-15, as amended herein, and this Emergency Ordinance.

Additionally, pursuant to S.C. Code Ann. §§ 48-39-20(C) and 48-39-160, the City is authorized to file an action in Charleston County Circuit Court to prevent or eliminate a violation the Coastal Zone Management Act (S.C. Code Ann. §§ 48-39-10 to -360), including the non-permitted installation of hard erosion control devices, such as seawalls and revetments in the critical area as defined in S.C. Code Ann. § 48-39-10.

**Section 4. Suspension of Contrary Local Provisions.** During the emergency term, any ordinance (including City Ordinance Sections 5-4-15 and 5-4-51), resolution, policy, or bylaw of the City that conflicts with the provisions hereof shall be and is hereby temporarily suspended and superseded to allow for the Resident's installation of a seawall or revetment in strict accordance with all of the requirements and specifications as set forth in this Emergency Ordinance. However, except as expressly provided herein concerning installation of seawalls and revetments, nothing contained in this Emergency Ordinance suspends or supersedes the City's prohibition of (1) erosion control structures situated in whole or on part in the critical area; and (2) bulkheads, groins, rip-rap, concrete, clay, gravel or any other prohibited erosion control structures situated in whole or in part landward of the critical area within a two hundred fifty-foot (250') radius of the mean high-water mark of the Atlantic Ocean, Breach Inlet, or Dewees Inlet.

**Section 5. Immediate Application Due to Emergency.** Given the immediate threat to the welfare, safety, and property of the City’s affected ~~Residents~~ Property owners near Breach Inlet caused by severe erosion and storm damage, this Ordinance has been enacted and shall be effective immediately.

**Section 6. Expiration of Ordinance; Extension of Emergency Term.** As provided by S.C. Code § 5-7-250(d), this Emergency Ordinance shall expire automatically as of the sixty-first day following the date of enactment. Notwithstanding the foregoing, however, Council may extend the emergency term by ordinance enacted in accordance with S.C. Code § 5-7-250(d) for one or more additional terms, each of no more than sixty days, provided that the aggregate duration of the emergency term, including all such extensions, does not exceed six months.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE 23<sup>rd</sup> ~~60<sup>th</sup>~~ DAY OF ~~FEBRUARY~~ APRIL ~~MARCH~~ JULY, 2024.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)

Attest:  
\_\_\_\_\_

\_\_\_\_\_  
Nicole DeNeane, City Clerk

First Reading and Ratification of Emergency Ordinance: \_\_\_\_\_  
(Date)