

**FINANCE  
COUNCIL WORKSHOP**

**October 6, 2014**

**Chairman Mike Perkis; Co-Chairman Jerry Kaynard  
All Members of Council**

All matters connected with Town finances, taxes and licenses. The Committee shall prepare and submit an annual operating budget and capital improvement program to Council.

**I. Matters for Action by Council**

**II. Matters for Discussion by Council**

1. Second Reading, An Ordinance amending Section 14-25 of the Code of Ordinances for the Town to revise Franchise Fees for filming, video-taping, and still photography for commercial purposes; and, to add language prohibiting such activity within the RC-1/RC-2 Zoning Districts or on the beach.

**III. New Matters Presented to Council**

1. Tax Management Associates, Inc. (TMA) –

The Town Attorney has reviewed the TMA/Charleston County contract for services and spoken to the Auditor on the process. Attorney Dodds concurs with the Administrator to engage the services of TMA.

Charleston County has invited the Town to participate in audit services conducted by TMA in order to verify the accuracy and legitimacy of Legal Residence Exemptions filed with the County. There is no up-front cost but an obligation to share 30% of the back taxes, penalties and interest collected as additional monies resulting from each audit.

**IV. Matters Pending By Council**

No pending items at this time.

## Andy Benke

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**From:** Larry Dodds <ldodds@doddsandhennessy.com>  
**Sent:** Monday, September 22, 2014 1:06 PM  
**To:** Andy Benke  
**Subject:** bounty hunter 4% assessment

Andy, I have spoken with Toy Glennon the county Auditor. Although we may avoid having to pay or share of the Bounty hunters commission if they catch a 4% cheater, the County would lose incentive to spend their time on Sullivan Island cheaters. In other words they may put Sullivans Island property and Lincolnville property at the back of the line in collections. From an overall monetary standpoint, I think we are better off joining in with the County.

Larry

Lawrence A. Dodds, Jr.  
Dodds Hennessy & Stith, LLP  
973 Houston Northcutt Boulevard, Suite 101  
Mt. Pleasant, South Carolina 29464  
(843) 881-1022 ext. 13  
(843) 884-0351 Fax  
[www.doddsandhennessylaw.com](http://www.doddsandhennessylaw.com)

REC'D AUG 27 2014



Keith D. Bustraan  
Deputy County Administrator for Finance

843.958-4063  
Fax: 843.958-4075  
kbustraan@charlestoncounty.org  
Lonnie Hamilton III Public Services Building  
4045 Bridge View Drive, Suite B352  
North Charleston, SC 29405

August 20, 2014

Andrew Benke, Town Administrator  
Town of Sullivan's Island  
1610 Middle Street  
Sullivan's Island, S.C. 29482

Dear Mr. Benke:

As you may know, Charleston County has entered into a contract with Tax Management Associates, Inc. ("TMA") to provide audit services to verify the accuracy and legitimacy of Legal Residence Exemptions filed with the County, since a South Carolina property owner is lawfully entitled to obtain one legal residence exemption on his/her primary residence. The purpose of this effort is compliance with State law, as well as taxation fairness, equity, and uniformity.

The Legal Residence Exemption authorized by state law allows a property owner to be taxed at the special legal residence 4% assessment ratio, instead of the 6% general assessment ratio.

As the County Treasurer is charged with collecting these taxes on behalf of all taxing entities, the County hopes to gain the Town's assistance and support in realizing the significant gains this contract could bring. The cost for this service is 30-percent of the taxes, penalties, and interest collected as additional monies resulting from each audit performed by TMA. This cost would be shared pro rata among all effected taxing jurisdictions. The County Treasurer would automatically distribute the Town's portion, less the 30-percent fee of the gross amount collected. Please note that this audit program will only result in positive gains; there will be no out-of-pocket expenses associated with this contract for the Town.

In sum, this group effort will enable the town and the County to realize tax monies otherwise lost. If you have questions please call County Assessor Toy Glennon at 843-958-4141. Thank you for your cooperation.

Sincerely,

  
Keith Bustraan

The authorizing signature below is to acknowledge and agree to the payment provisions detailed in this letter on behalf of the Town of Sullivan's Island. If your jurisdiction chooses not to participate by September 5, 2014 properties in your jurisdiction will be deleted from the audit program.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

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## **The Post and Courier**

### **A fair, productive assessment**

Editorial/October 6, 2012

Berkeley and Dorchester counties have taken a sensible step to try to pick up some extra tax money - without raising taxes. It is a good opportunity for the Charleston County assessor to observe how it works and determine if it's also a sensible step for Charleston County.

It appears Berkeley and Dorchester have nothing to lose by hiring a North Carolina company to help them audit their property tax rolls and identify people who are not in compliance. And they could have plenty to gain.

For example, a homeowner can claim only one address as his primary residence. And second homes are taxed at a higher rate.

Tax Management Associates, Inc., receives a percentage of whatever new income the audit brings in by identifying people who should pay more. Its take cannot exceed 30 percent. Counties have tried to gather this information on their own, avoiding that cost, but information changes every year and sorting it out is labor intensive. They must balance how much staff time to spend on the project against how much new revenue it would bring.

In addition, state law is changing to tighten loopholes regarding tax breaks. Now, it will not be allowed for a husband to claim his primary residence is in Charleston and his wife to claim an out-of-state house as her primary residence. Also, people who own part interest in a property will not qualify for the full tax break.

TMA describes its mission as making sure homeowners pay what they owe legally.

That's a reasonable goal, and if it helps Berkeley and Dorchester county budgets, without raising tax rates, it's worth the effort.

# Town of Sullivan's Island

## Estimate of one year backtax net of TMA fee

	4%	6%	
Avg Taxable Value of 4% House	\$ 1,000,000	\$ 1,000,000	
Assessment Ratio	4.00%	6.00%	
Assessed Value	\$ 40,000	\$ 60,000	
Base Tax	\$ 8,416	\$ 12,624	
LESS County LOST	\$ (860)	\$ (860)	
LESS Sullivans Island LOST	\$ (110)	\$ (110)	
LESS Property Tax Relief (PTR)	\$ (4,020)	\$ -	
Final Tax Bill (w/o fees)	\$ 3,426	\$ 11,654	
1 Year Penalty Amount		\$ 3,426	Penalty is to retain the 4% already paid
PLUS 6% for one year		\$ 11,654	
Total for one year		\$ 15,080	
Interest 6% annual* - one year		\$ 206	
		\$ 15,286	
TMA fee at 30% for one year		\$ (4,586)	
<b>NET EST TO COMBINED TAXING JURISDICTIONS</b>		<b>\$ 10,700</b>	
<b>Sullivans Island ONLY</b>			
Base Tax	\$ 1,172	\$ 1,758	
LESS Sullivans Island LOST	\$ (110)	\$ (110)	
SI Portion of Tax Bill (w/o fees)	\$ 1,062	\$ 1,648	
1 Year Penalty Amount		\$ 1,062	Penalty is to retain the 4% already paid
PLUS 6% for one year		\$ 1,648	
Total for one year		\$ 2,710	
Interest 6% annual* - one year		\$ 64	
		\$ 2,774	
TMA fee at 30% for one year		\$ (832)	
<b>NET EST TO SULLIVAN'S ISLAND</b>		<b>\$ 1,942</b>	
Sullivans Isl <b>Combined</b> Millage	0.21040	0.21040	
Sullivans Island Millage ( <i>only</i> )	0.02930	0.02930	
LOST County Only (TY13)	0.00086	0.00086	
LOST Town Only (TY13)	0.00011	0.00011	
School Board Ops (TY13)	0.10050	0.10050	
TMA Fee (30%)	30.00%	30.00%	

Interest is charged on the amount paid not the amount due at 1/2% per month!

Type	Ratio	Appraisal	Assessment
<b>Real Property</b>			
LR	4%	770,152,500	30,806,100
OT	6%	521,130,833	31,267,850
QA	4%	0	0
AQ	6%	0	0
New Construction		0	0
Estimated Appeals		0	0
<b>Total</b>		<b>1,291,283,333</b>	<b>62,073,950</b>
<b>MCP</b>			
	4%	0	0
	6%	0	0
	10.50%	0	0
SL	10.50%	0	0
<b>Total</b>		<b>0</b>	<b>0</b>

**Total for Real/MH** 1,291,283,333 62,073,950

<b>Personal Property</b>			
C-BPP	5%	0	0
	10.50%	281,429	29,550
Rental Residential	10.50%	888,095	93,250
Watercraft	4%	0	0
	6%	0	0
	10.50%	4,091,810	429,640
DOR-BPP	10.50%	1,277,048	134,090
Manufacture-FL	10.50%	0	0
Utilities	10.50%	22,767,238	2,390,560
Railroads/Pipelines	9.50%	0	0
Manufacture-SL	10.50%	0	0
Aircraft	10.50%	50,667	5,320
<b>Total</b>		<b>29,356,286</b>	<b>3,082,410</b>

<b>MCP</b>			
Full Levy	10.50%	0	0
Spl Levy	10.50%	0	0
<b>Total</b>		<b>0</b>	<b>0</b>

**FILOT**

<b>Total for RP &amp; PP</b>	1,320,639,619	65,156,360
Collection Rate	0.9548	0.9548
<b>Net for RP and PP</b>	<b>1,260,946,708</b>	<b>62,211,293</b>

**Motor Vehicles**

July thru Dec 14

	6%	13,405,919	804,355
	10.50%	532,999	55,985
<b>Total</b>		<b>13,938,917</b>	<b>860,320</b>
Collection Rate		0.9548	0.9548
<b>Net Base</b>		<b>13,308,878</b>	<b>821,434</b>
Millage (PY)			0.0293
<b>Tax Collection</b>			<b>24,068</b>

Jan thru Jun 15

	6%	12,291,945	737,517
	10.50%	979,079	102,803
<b>Total</b>		<b>13,271,024</b>	<b>840,320</b>
Collection Rate		0.9548	0.9548
<b>Net Base</b>		<b>12,671,174</b>	<b>802,338</b>

**Summary**

Net Real/Pers Base	1,260,946,708	62,211,293
Net MV (Jan - Jun)	12,671,174	802,338
(less Homestead)	(8,386,500)	
<b>Total Collectable Base</b>	<b>1,265,231,382</b>	<b>63,013,630</b>



# TOWN OF SULLIVAN'S ISLAND FILMING PERMIT APPLICATION

## GENERAL INFORMATION AND FEE CALCULATIONS

**This project is (check one):**

- Feature Film   
  Music Video   
  Television Programming   
  Documentary  
 Corporate Video   
  Short Film   
  Still Photography   
  TV Movie  
 Commercial   
  Educational   
  Public Service Announcement  
 Other as specified: \_\_\_\_\_

**Please identify any equipment or props that may be present at any of your shooting locations:**

- Generator   
  Light   
  Crane   
  Track   
  Dolly  
 Water Truck   
  Camera Car   
  Rig (stills)   
  Large Prop   
  Set Design  
 Special Effects/Stunts   
 Other as specified: \_\_\_\_\_

**Use the space below to itemize anticipated additional services:**

- Police (two weeks' notice required)   
  Water Permit   
  Fire Use Permit  
 Fireworks or Explosives   
  Lane Closure   
  Temporary Structure Permit  
 Request for Use of Public Parking

Personnel	# of People
CAST	
EXTRAS	
CREW	
<b>TOTAL</b>	

Administration Fee	# Vehicles/ Hours/Items	Fee Per Vehicles/ Hours/Items	\$100.00
Vehicle Types: Production , Crew, Tow Cars or Shuttle Vans			
Trucks, Buses, Motorhomes, Trailers			
Barricades Use Fee (if applicable)			
Public Parking Use Fee (if applicable)			
Public Safety Use Fee- Per Hour Per Officer (if applicable)			
Other Fees			
<b>TOTAL</b>			

Staff Contact: \_\_\_\_\_  
 2050-B Middle Street/PO Box 427, Sullivan's Island, SC 29482  
 Main Line: (843) 883-3198 FAX: (843) 883-3009  
[www.sullivanisland-sc.com](http://www.sullivanisland-sc.com)

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# TOWN OF SULLIVAN'S ISLAND FILMING PERMIT APPLICATION

## LOCATION DETAILS

Create copies if more than two locations

<b>Location 1. Description</b>
Type of Location (Check One)
<input type="checkbox"/> Private Property <input type="checkbox"/> Town Parks <input type="checkbox"/> City Street, Public Right-of-Way, or other City Public Facilities
Narrative of Activities (please attach additional information as necessary)
Location Address:
Public Access to Location:    YES <input type="checkbox"/> NO <input type="checkbox"/>

Location 1. Dates	Date(s)	Time(s)
Activity Type		
Prep		
Filming		
Strike		
Hold		
Other (specify)		

T



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# TOWN OF SULLIVAN'S ISLAND FILMING PERMIT APPLICATION

## LOCATION DETAILS (Continued)

Create copies if more than two locations

<b>Location 2. Description</b>
Type of Location (Check One)
<input type="checkbox"/> Private Property <input type="checkbox"/> Town Parks <input type="checkbox"/> City Street, Public Right-of-Way, or other City Public Facilities
Narrative of Activities (please attach additional information as necessary)
Location Address:
Public Access to Location:    YES <input type="checkbox"/> NO <input type="checkbox"/>

Location 2. Dates	Date(s)	Time(s)
Activity Type		
Prep		
Filming		
Strike		
Hold		
Other (specify)		

Staff Contact: \_\_\_\_\_  
 2050-B Middle Street/PO Box 427, Sullivan's Island, SC 29482  
 Main Line: (843) 883-3198 FAX: (843) 883-3009  
[www.sullivanisland-sc.com](http://www.sullivanisland-sc.com)

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# TOWN OF SULLIVAN'S ISLAND FILMING PERMIT APPLICATION

## GENERAL TERMS, CONDITIONS, AND RESTRICTIONS PERMITTEE AGREES TO THE FOLLOWING (CONTINUED)

- 10. Permittee must place equipment in such a way that pedestrians have safe passage and access to other sidewalks and the building entrances. Any cords or any type of equipment must be placed so it will not interfere, obstruct, or cause harm in any way to the pedestrians.
- 11. All accesses, ramps, parking stalls, etc. authorized or duly marked for use of "handicapped persons shall remain open and accessible.
- 12. Driveways and entrances shall allow for accessibility for emergency vehicles.
- 13. Permittee must comply with the Municipal Code Sections 14-15 and 14-16. The Code prohibits excessive or unusually loud noise between the hours of 10:00 p.m. to 7:00 a.m., and not before 10:00 a.m. on Sundays, in residential and commercial areas. The Town reserves the right to stop filming operations at anytime should the quiet repose of the neighborhood be disturbed.

As an appointed representative of the production company, I have read and agree to the terms of this filming permit for this and the following locations therein referenced in the production. I understand I may have filming temporarily or permanently shut down if the requirements as set forth are not adhered to either intentionally or unintentionally.

**APPLICANT:**

Company Name: \_\_\_\_\_ Location Manager: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Contact number for Applicant (cell): \_\_\_\_\_

The above signed hereby personally covenants, guarantees and warrants that he/she has the power to obligate the filming company to the terms and conditions of this permit.

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# **FILM PERMIT APPLICATION**

## **Rate Sheet**

### **1. Vehicle Types**

**A. Production, Crew, Tow Cars, Shuttle Vans,  
Cast/Extra/Crew Cars  
(Rate per vehicle per hour)**

**\$5.00**

**B. Trucks, Buses, Motorhomes, Trailers,  
Dual Axle Vehicles  
(Rate per vehicle per hour)**

**\$8.00**

**2. Barricade Use Fee (per segment)**

**\$40.00**

**3. Public Parking Fee**

**(Rental of Town Property per TMS parcel Per Day)**

**\$400.00**

**4. Public Safety Officer Use Fee**

**(Officer plus vehicle, dispatch services)**

**\$50.00**

**5. Other Fees**

**(As determined by Town at Cost plus 10%)**

**ORDINANCE 2013 - 09**

**AN ORDINANCE AMENDING SECTION 14-25 OF THE CODE OF ORDINANCES FOR THE TOWN OF SULLIVAN'S ISLAND TO RESCIND THE SECTION IN ITS ENTIRETY; AND, TO ADD LANGUAGE TO SECTION 10-20 ESTABLISHING BUSINESS LICENSE FEES FOR MAJOR MOTION PICTURES, MADE FOR TELEVISION MOVIES, NATIONAL AND REGIONAL COMMERCIALS, AND ALL OTHER TYPES OF FILMING, VIDEO TAPING AND PHOTOGRAPHY.**

**WHEREAS**, the Town of Sullivan's Island has become an increasingly popular destination for commercial filming, recording and photography; and

**WHEREAS**, such activities produce additional demand on Town staff for time and effort, adding to the costs of Town government; and

**WHEREAS**, the members of Town Council find that uncontrolled and increasing use of public property and facilities for commercial filming, recording and photography can adversely affect the public health, safety and welfare through obstructing or interfering with the normal use of public streets, parks, buildings and other public facilities, and that it can adversely affect the economic well-being of the business community by obstructing free access to business establishments within the Town and by potentially reflecting adversely on the Town's established public image; and

**WHEREAS**, to mitigate the costs of the aforementioned impacts on the Town, the Town Council finds that it is in the best interests of the Town to create a licensing requirement on all video, audio and photography production activities, whether conducted on private or public property, and to further require that permits be obtained before commencing such activities, with the cost of the permits to be in proportion to the amount of interference with normal town and citizen activities and to the amount of service required of the Town;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Town Council of the Town of Sullivan's Island, in Council assembled, that that Section 10-20 of the Sullivan's Island Code of Ordinances be amended to read specifically as follows; that Section 14-25 be rescinded in its entirety; and that Section 14-34 be added to read specifically as follows:

Sec. 10-20 Classification Rate Schedule. (12/16/08) (12/18/12) (11/19/13)

The license fee for each Class of business shall be computed in accordance with the following rates. The major groups of businesses included in each Class are listed with the major group number according to the Standard Industrial Classification Manual (SIC). The license Inspector shall determine the proper class for a business according to

the SIC. (12-15-92)

**RATE**

<b><u>CLASS</u></b>	<b><u>INCOME: 0-\$2000</u></b> <b>MINIMUM</b>	<b><u>ALL OVER \$2,000</u></b> Rate Per Thousand (For Portion Round to Next Thousand)
3	\$69.35	\$2.65
3A	\$75.00	\$3.75

Such activities as listed above are prohibited in the RC-1 and RC-2 zoning districts and the beaches of the Town. All activities must be conducted within guidelines and requirements as set forth by the Town.

Violators of the Town's permit shall be subject to the payment of required fees plus \$500.00 (five hundred dollars) per day, each day being a separate offense. (1-19-93, 9-23-97)

**Sec. 14-34 Filming**

**A. Use of Public Property for Filming**

- (1) Without an approved written permit from the Town, it shall be unlawful for any person or entity, to
  - a. film, video-record, photograph or otherwise record any scenes, sounds or actions while on any public property; or
  - b. use or obstruct any public property while filming on private property.
- (2) It shall be unlawful for any person or entity to film, video-record, photograph or otherwise record any scenes, sounds or actions in the RC-1 Zoning District or on the beach.

**B. This section shall not apply to amateurs making noncommercial films, videos or photographs when assisted by no more than one other person; nor shall this section apply to the filming of news events by accredited representatives of news agencies; nor shall this section apply to film, video or photographic productions which are conducted or carried on wholly for a charitable purpose or from which no profit is derived, either directly or indirectly.**

**C. Business Requirements**

- (1) A film permit application is required for all commercial film events.
- (2) The film permit application fee is in addition to a business license fee.
- (3) The film permit application fee and business license fees are in addition to any property use fees.

#### D. Film Permits

Any person or entity wishing to film, video-record or photograph scenes or actions requiring a permit shall submit, in writing, to the Town Administrator or his designee, not less than five (5) business days prior to filming, a request for a permit.

(1) Application review fee: The film permit application must be accompanied by a non-refundable deposit of \$50. Upon approval, an additional \$100 shall be paid to the Town. The total \$150 will compensate the Town for administrative and overhead costs to review the permit application and monitor compliance with approved permits.

#### E. Per-Day Permit Fees

Review of the permit application will determine the impact of the film operation on the Town and consequent per-day permit fees.

- (1) Low Impact Film Operation – Cast, Extras and Crew up to 10: Permit fee \$200 per day
- (2) Medium Impact Film Operation – Cast, Extras and Crew 11 to 40: Permit fee \$600 per day. Strike days are \$300 per day.
- (3) High Impact Film Operation – Cast, Extras and Crew over 40: Permit fee \$800 per day. Strike days are \$350 per day.

#### F. Definitions

- (1) "Filming" or "Film, video-record, photograph or otherwise record any scenes" as used in this ordinance, means and includes all activity attendant to staging or shooting motion pictures, television shows or programs, commercial still photography, video tapes, computer-based programs, or other visual reproduction technology now known or hereafter created. The period of filming includes the set-up, strike and time of photography.
- (2) "Commercial films" as used in this ordinance means and includes all activity attendant to filming any entertainment or advertising programs for any media now known or hereafter created.
- (3) "Charitable films" as used in this ordinance means any filming by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization for which no person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes or photos.
- (4) "News agencies" as used in this ordinance means filming for the purpose of spontaneous, unplanned television news reporting by journalists, reporters, photographers or camera operators.
- (5) "Private Property" as used in this ordinance means any property now owned by the Town on which filming would not interfere with public right of way, access or safety.

If a term or portion of this ordinance is invalid the remaining ordinance remains valid,

THIS ORDINANCE SHALL BE EFFECTIVE UPON RATIFICATION.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Michael Perkis, Mayor

Attest:

Attest to form:

\_\_\_\_\_  
Ellen Miller, Town Clerk

\_\_\_\_\_  
Lawrence Dodds, Town Attorney

First Reading: October 15, 2013

Second Reading and Ratification: \_\_\_\_\_

**PUBLIC SAFETY  
COUNCIL WORKSHOP**

**October 6, 2014**

**Chairman Chauncey Clark  
Members Pat O'Neil and Mary Jane Watson**

All matters relating to the Police and Fire Departments, and other matters regarding emergency preparedness.

**Monthly Report by Chiefs Howard and Stith**

**I. Matters for Action by Council**

**II. Matters for Discussion by Council**

No discussion matters for Council at this time.

**III. New Matters Presented to Council**

1. Ladder Truck – Ladder One has been diagnosed with a blown engine. The repair estimate exceeds the trade value. Mount Pleasant and Isle of Palms Fire Departments are aware of the situation and will provide support if necessary.

**IV. Matters Pending Further Action By Council**

Type of Incident	Total Incidents
Structure Fire	
Alarm Malfunction	5
Unintentional Alarm	1
Emergency Medical	15
Water Rescue	5
Citizen Assist	6
Hazardous Condition	
Automobile Fire	
Trash, Rubbish, or Grass Fire	
Smoke Scare	1
Other Misc.	3
<b>Total Responses</b>	<b>36</b>

<b>Beach Calls</b>
8
<b>Contacts</b>
8

Incidents Where Aid was Given	
Mutual Aid	
Automatic Aid	

**Fire Department Activities:**

Fire Department performed 8 prefire plan updates

Tours given to 86 adults and 296 children.

**Training:**

Volunteer drill held on 9/3 and 9/17.



### W. W. Williams - Charleston

7100 Design Street Bldg 200 North Charleston, South Carolina 29418-3470  
Phone: (843) 225-7121 - Fax: (843) 225-7122



Case Number: 1106508 - Repair Order Number: 1218626 - Purchase Order Number: n/a

Service Writer: Powell, Keith - Case Date: 09/24/14 05:05 pm EDT

<b>Sullivans Island Fire Dept</b>	Unit #:
<b>Address:</b> PO BOX 427 2050 Middle Street SULLIVANS ISLAND, SC 29482 <b>Phone:</b> (843) 200-0606 <b>Fax:</b> <b>Cust #:</b> 566694	<b>Asset:</b> 1995 E-One FIRE TRUCK LADDER <b>Miles:</b> 10,916 <b>Serial #:</b> L1003541 <b>VIN:</b> 46JBBA83L1003541 <b>Engine:</b> DET S60 <b>Engine Hours:</b>

**Complaint:**

Possible blown head gasket. Engine has coolant leak around the top of the unit and International suspect its a gasket. Unit was towed into the shop, driveline is on the floor in the cab.

Item	Operation	Labor	Parts	Total
1	WheelTime Visual Inspection	\$0.00	\$0.00	\$0.00
2	Install Driveline	\$95.00	\$0.00	\$95.00
3	Coolant Leak - Diagnosis	\$220.00	\$0.00	\$220.00
4	<b>REBUILD ENGINE</b> <b>Parts:</b> (1) ELEMENT FUEL FILTER SP 0012 EACH, (1) ELEMENT RPLC 10MIC . 0001 EACH, (1) GASKET KIT P80 0001 EACH US, (1) GASKET P80 0001 EACH US, (1) GASKET P80 0001 EACH US, (1) GASKET P80 0001 EACH US, (1) MISC, (1) OIL FILTER Q27 0001 EACH US, (1) RTV 85GRAM SC 0001 EACH 128255 US, (1) SEAL RING P86 0001 EACH US, (1) SEALERTHREAD SC 0001 EACH 128242 US, (1) WASHER P80 0001 EACH US, (12) BOLT P80 0001 EACH US, (12) NON-CHLOR BRAKE CLNR GS 000000 0012, (2) GASKET KIT, CYLINDER HEA P80 0001 EACH US, (2) GASKET Q05 0001 EACH US, (2) GASKET ROCKER P80 0001 EACH US, (2) HEAD 3-92 P80 0001 EACH US, (2) SEALING RING Q05 0001 EACH US, (2) SPRING Q05 0001 EACH US, (2) THERMOSTAT Q05 0001 EACH US, (2) VALVE, LUBE OIL PRESS RE Q05 0001 EACH, (24) SEAL RING P80 0001 EACH US, (4) SEAL RING @ P80 0001 EACH US, (4) SHELL SET STD P80 0001 EACH US, (6) CYL KIT P93 0001 EACH US, (6) INSERT P80 0001 EACH US, (6) ROD ASM P80 0001 EACH US, (6) SHELL SET STD P80 0001 EACH US, (7) 1GAL OIL SAE 40 WT 1240 Q21 0001 EACH US, (8) 6/1 gallon CASES 100%	\$8,800.00	\$12,681.07	\$21,481.07

<b>Parts:</b>	\$12,681.07
<b>Labor:</b>	\$9,115.00
<b>Haz Waste:</b>	\$35.00
<b>Shop:</b>	\$75.00
<b>Freight:</b>	\$0.00
<b>Tax:</b>	\$0.00
<b>TOTAL:</b>	\$21,906.07

I authorize Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or

PS-2

**SULLIVAN'S ISLAND POLICE DEPARTMENT  
MONTHLY REPORT SUMMARY  
SEPTEMBER 2014**

09/02/14 – A complainant reported that someone removed his wallet from his vehicle while it was parked in his yard.

09/06/14 – An officer received a report of a subject who had entered the school while it was closed and was skateboarding in the hallways, after investigation the subject was identified and summoned to family court.

09/06/14 – Officers responded to a subject running the roadway yelling and screaming, as the officer approached the officer observed the subject break the rear window out of a parked vehicle and get into the driver seat. The officer approached the subject and learned that the vehicle was not his and the subject was arrested and lodged in the county jail.

09/08/14 – A complainant reported that he received a phone call from a male claiming to be an officer from Berkley county Courts and that the complainant's wife was wanted for failure to appear for jury duty. The complainant was instructed to get \$911 on a prepaid debit card and give identifying numbers to him which the complainant did. This is a phone scam that is being conducted throughout the area.

09/13/14 – Officers responded to a disturbance at Home Team BBQ, several subject were trying to start a fight with patron in the establishment. One of the subjects was very intoxicated and became belligerent with the officer and was arrested and lodged in the county jail.

09/17/14 – A vehicle was stopped for a traffic violation, during the stop it was learned that the subject was intoxicated and the subject was arrested and lodged into the county jail.

09/22/14 – While conducting a welfare check of a family member of the complainant force entry into the victim's residence and the victim was located in the tub where she laid after attempting suicide.

SLED	Inhouse Code / Description	Last Year	This Year
<b>ALCOHOL CRIMES</b>			
90D	90D DRIVING UNDER THE INFLUENCE	1	3
90E	90E DRUNKENNESS	3	
90G	90G LIQUOR LAW VIOLATIONS	7	2
<b>Total for Category:</b>		11	5
<b>ARSON/SUSPICIOUS FIRE</b>			
200	200 ARSON		
978	978 SUSPICIOUS FIRE		1
<b>Total for Category:</b>		0	1
<b>ASSAULTS</b>			
100	100 KIDNAPING / ABDUCTION		
11A	11A RAPE - FORCIBLE		1
11B	11B SODOMY - FORCIBLE		
11C	11C SEXUAL ASSAULT WITH AN OBJECT		1
11D	11D FONDLING - FORCIBLE		
13A	13A ASSAULT - AGGRAVATED	2	
13A	CDA CDV - AGG ASSAULT		
13B	13B ASSAULT - SIMPLE	8	5
13B	CDV CDV - SIMPLE ASSAULT	6	
13C	13C ASSAULT - INTIMIDATION	1	
36A	36A INCEST		
36B	36B RAPE - STATUTORY		
36C	36C INDECENT EXPOSURE (SEXUAL NATURE)	1	
753	753 TELEPHONE CALLS - OBSCENE, HARASSING	1	
<b>Total for Category:</b>		19	7
<b>DRUG CRIMES</b>			
35A	35A DRUG / NARCOTIC VIOLATIONS	17	8
35B	35B DRUG EQUIPMENT VIOLATIONS	13	6
<b>Total for Category:</b>		30	14
<b>HOMICIDE CRIMES</b>			
09A	09A MANSLAUGHTER		
09B	09B NEGLIGENT MANSLAUGHTER		
09C	09C JUSTIFIABLE HOMICIDE		
<b>Total for Category:</b>		0	0
<b>INFORMATION ONLY REPORTS - NRP</b>			
NRP	90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	18	13
NRP	NRP INCIDENT NOT REPORTED	68	42
<b>Total for Category:</b>		86	55
<b>LARCENY CRIMES</b>			
120	120 ROBBERY		1
210	210 EXTORTION / BLACKMAIL		
220	220 BURGLARY / BREAKING & ENTERING	9	3
23A	23A POCKET-PICKING		
23B	23B PURSE-SNATCHING		
23C	23C SHOPLIFTING	2	
23D	23D THEFT FROM BUILDING	1	1
23E	23E THEFT FROM COIN OPERATED MACHINE		
23F	23F THEFT FROM MOTOR VEHICLE	9	7
23G	23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES		1
23H	23H LARCENY - ALL OTHER	20	11

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SLED	Inhouse Code / Description	Last Year	This Year
<b>LARCENY CRIMES</b>			
240	240 MOTOR VEHICLE THEFT	2	
250	250 COUNTERFEITING / FORGERY	2	
26A	26A FRAUD / CONFIDENCE GAME / BREACH OF TRUST		
26B	26B TELLER MACHINE FRAUD	2	
26C	26C IMPERSONATION	2	2
26D	26D WELFARE FRAUD		
26E	26E WIRE FRAUD		
270	270 EMBEZZLEMENT		
280	280 STOLEN PROPERTY OFFENSES		
756	756 USING MOTOR VEHICLE WITHOUT CONSENT		
90A	90A BAD CHECKS		
<b>Total for Category:</b>		49	26
<b>OTHER CRIMES</b>			
370	370 PORNOGRAPHY / OBSCENE MATERIAL		
40C	40C PURCHASING PROSTITUTION		
520	520 WEAPON LAW VIOLATIONS	1	1
64A	64A HUMAN TRAFFICKING / COMMERCIAL SEX ACTS		
64B	64B HUMAN TRAFFICKING / INVOLUNTARY SERVITUDE		
90B	90B CURFEW / LOITERING / VAGRANCY VIOLATIONS		
90C	90C DISORDERLY CONDUCT	13	10
90F	90F FAMILY OFFENSES, NONVIOLENT	5	3
90H	90H PEEPING TOM		
90I	90I RUNAWAY	3	
90J	90J TRESPASS OF REAL PROPERTY	4	7
90K	90K INCORRIGIBLE		
90L	90L TRUANCY		
90N	90N RESISTING ARREST	4	4
90P	90P CONTRIBUTING TO DELINQUENCY OF A MINOR		
90Z	90Z ALL OTHER OFFENSES	16	8
979	979 MISSING PERSONS	1	1
980	980 SUICIDES	1	2
992	992 PROWLER		
<b>Total for Category:</b>		48	36
<b>OTHER MONEY CRIMES</b>			
39A	39A BETTING / WAGERING		
39B	39B ASSISTING GAMBLING		
39C	39C GAMBLING EQUIPMENT VIOLATIONS		
39D	39D SPORTS TAMPERING		
510	510 BRIBERY		
<b>Total for Category:</b>		0	0
<b>PROSTITUTION</b>			
40A	40A PROSTITUTION		
40B	40B ASSISTING OR PROMOTING PROSTITUTION		
<b>Total for Category:</b>		0	0
<b>VANDALISM/DAMAGE</b>			
290	290 VANDALISM OF PROPERTY	13	11
<b>Total for Category:</b>		13	11
<b>Total for Reporting Period:</b>		256	155

PS-5

Monthly Report for September 2014

OFFENSES REPORTED

10/01/2014

Inhouse Code	Current		Previous		
	Monthly Total	Year To Date	Monthly Total	Year To Date	
11A RAPE - FORCIBLE	0	1	0	0	
11C SEXUAL ASSAULT WITH AN OBJECT	0	1	0	0	
120 ROBBERY	0	1	0	0	
13A ASSAULT - AGGRAVATED	0	0	0	2	
13B ASSAULT - SIMPLE	0	5	2	8	
13C ASSAULT - INTIMIDATION	0	0	1	1	
220 BURGLARY / BREAKING & ENTERING	0	3	0	9	
23C SHOPLIFTING	0	0	1	2	
23D THEFT FROM BUILDING	0	1	1	1	
23F THEFT FROM MOTOR VEHICLE	1	7	0	9	
23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	0	1	0	0	
23H LARCENY - ALL OTHER	0	11	1	20	
240 MOTOR VEHICLE THEFT	0	0	0	2	
250 COUNTERFEITING / FORGERY	0	0	0	2	
26B TELLER MACHINE FRAUD	0	0	0	2	
26C IMPERSONATION	1	2	0	2	
290 VANDALISM OF PROPERTY	1	11	1	13	
35A DRUG / NARCOTIC VIOLATIONS	0	8	1	17	
35B DRUG EQUIPMENT VIOLATIONS	0	6	0	13	
36C INDECENT EXPOSURE (SEXUAL NATURE)	0	0	0	1	
520 WEAPON LAW VIOLATIONS	0	1	0	1	
753 TELEPHONE CALLS - OBSCENE, HARASSING	0	0	0	1	
90C DISORDERLY CONDUCT	2	10	3	13	
90D DRIVING UNDER THE INFLUENCE	1	3	0	1	
90E DRUNKENNESS	0	0	0	3	
90F FAMILY OFFENSES, NONVIOLENT	0	3	0	5	
90G LIQUOR LAW VIOLATIONS	0	2	1	7	
90I RUNAWAY	0	0	0	3	
90J TRESPASS OF REAL PROPERTY	0	7	1	4	
90N RESISTING ARREST	1	4	1	4	
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	0	13	3	18	
90Z ALL OTHER OFFENSES	0	8	1	16	
978 SUSPICIOUS FIRE	0	1	0	0	
979 MISSING PERSONS	0	1	0	1	
980 SUICIDES	1	2	0	1	
CDV CDV - SIMPLE ASSAULT	0	0	1	6	
NRP INCIDENT NOT REPORTED	1	42	10	67	
<b>TOTALS</b>		<b>9</b>	<b>155</b>	<b>29</b>	<b>255</b>

PS-6

NRP Breakdown  
For Period 9/2014

<u>Case Number</u>	<u>Date</u>	<u>Description</u>
14-00175	09/22/2014	WEALFARE CHECK

PS-7

Monthly Report for September 2014

VICTIMS REPORTED

10/01/2014

Inhouse Code	Current		Previous		
	Monthly Total	Year To Date	Monthly Total	Year To Date	
11A Rape - Forcible	0	1	0	0	
11C Sexual Assault with an Object	0	1	0	0	
120 Robbery	0	2	0	0	
13A Assault - Aggravated	0	0	0	2	
13B Assault - Simple	0	8	2	9	
13C Assault - Intimidation	0	0	1	1	
220 Burglary / Breaking & Entering	0	3	0	10	
23C Shoplifting	0	0	1	2	
23D Theft from Building	0	1	1	1	
23F Theft from Motor Vehicle	1	7	0	12	
23G Theft of Motor Vehicle Parts or Accessories	0	1	0	0	
23H Larceny - All Other	0	11	2	23	
240 Motor Vehicle Theft	0	0	0	2	
250 Counterfeiting / Forgery	0	0	0	2	
26A Fraud / Confidence Game / Breach of Trust	0	0	1	1	
26B Teller Machine Fraud	0	0	0	2	
26C Impersonation	1	2	0	2	
290 Vandalism Of Property	1	11	1	13	
35A Drug / Narcotic Violations	0	8	1	19	
35B Drug Equipment Violations	0	6	0	13	
36C Indecent Exposure (Sexual Nature)	0	0	0	1	
520 Weapon Law Violations	0	1	0	1	
90C Disorderly Conduct	2	10	3	13	
90D Driving Under the Influence	1	3	0	2	
90E Drunkenness	0	0	0	3	
90F Family Offenses, Nonviolent	0	4	0	7	
90G Liquor Law Violations	0	2	1	7	
90I Runaway	0	0	0	3	
90J Trespass of Real Property	0	7	1	4	
90N Resisting Arrest	1	4	1	4	
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	0	11	2	16	
90Z All Other Offenses	0	7	1	14	
978 Suspicious Fire	0	1	0	0	
979 Missing Persons	0	0	0	2	
980 Suicides	1	2	0	1	
CDV CDV - SIMPLE ASSAULT	0	0	1	7	
NRP Incident Not Reported	1	30	9	47	
<b>TOTALS</b>		<b>9</b>	<b>144</b>	<b>29</b>	<b>246</b>

PS-8

Monthly Report for September 2014

PERSONS ARRESTED

10/01/2014

Page 1

Total Individuals Arrested for Month: 3 With 5 Counts

Total Individuals Arrested for Year: 36 With 58 Counts

The Total Arrests Codes will probably be more than the Total Individuals Arrested.  
Each Individual can have as many as Three (3) Arrest Codes Associated.

Type	Total Arrest Codes for Month				Total Arrest Codes for Year To Date			
	Male	Female	Male	Female	Male	Female	Male	Female
1 - Adults	5	0	36	7	5	0	36	7
2 - Juveniles	0	0	1	0	0	0	1	0
3 - Narc - Adults	0	0	7	2	0	0	7	2
4 - Narc - Juveniles	0	0	5	0	0	0	5	0
<b>TOTALS</b>	<b>5</b>	<b>0</b>	<b>49</b>	<b>9</b>	<b>5</b>	<b>0</b>	<b>49</b>	<b>9</b>

PS-9

**PERSONS ARRESTED**

	This Month	This Year To Date
Juveniles	0	3
Adults	3	33

PS-10

**Race/Sex Breakdown for Arrested  
For Period 9/2014**

	For Period	So Far This Year
<b>White</b>		
Male	3	29
Female	0	5
<b>Black</b>		
Male	0	2
Female	0	0
<b>Other</b>		
Male	0	0
Female	0	0

PS-11

Monthly Report for September 2014  
PROPERTY VALUES

10/01/2014

Page 1

Type	Total for Month	Total for Year
Burglary Stolen	0.00	1260.00
Larceny Stolen	0.00	13716.00
Criminal Damage	1000.00	6552.00
MVT Stolen	0.00	0.00
Other Stolen	911.00	1431.00
Burglary Recovered	0.00	0.00
Larceny Recovered	0.00	0.00
MVT Recovered	0.00	0.00
Other Recovered	0.00	0.00
Total Stolen	911.00	16407.00
Total Recovered	0.00	0.00
Total Seized	152.00	804.00

PS-12

**WATER AND SEWER REPORT  
COUNCIL WORKSHOP  
OCTOBER 6, 2014**

**Committee Chair: Susan Middaugh**

**Committee Members: Jerry Kaynard, Chauncey Clark**

**Committee Charge:** All matters relating to the Water and Sewer Department and systems.

**Monthly Report from Mr. Gress:**

**I. Matters for Action by Council or W&S Committee**

1. Recognition of Greg Gress, W&S Department Administrator, for receiving the Emily Hall Tremaine Local Government Energy Leadership Award, Honorable Mention, for the Sullivan's Island Wastewater Treatment Facility Project. Awarded by the SC Energy Office, SC Budget & Control Board.

**II. Matters for Discussion by Council**

1. Status of I&I project.
2. Status of FEMA Hazard Mitigation Grant application

**III. New Matters Presented to Council**

1. A W&S Committee Meeting is scheduled for Friday, October 17, at 9:00 A.M. at the W&S Dept. Office. Agenda Items to date:  
Report by HDR Engineer, Tracy Lewis, on the FEMA Grant Middle Street Project: CCOD #1 and CCOD #2

**IV. Pending Items**

1. CWS contractual agreement



**Town of Sullivan's Island**  
**Water & Sewer Department**  
Manager Greg Gress  
843-883-5748

**Monthly Water Report**  
**For**  
**September 2014**

**FLOW:** Distributed 9.648 MG this month, with a daily average flow of .301 MG and a Daily Max of .449 MG

**SALES:** 9.464 MG billed (*all water*) with a daily average of 0.315MG. (7.807 MG billed in August last year with a daily average of 0.260 MG)

**RED WATER:** No red water calls.

**DISTRIBUTION SYSTEM:** CWS water main break in Harbor. Final repair conducted at the end of the month.

**WATER LINE PROJECT:** Planning FY15 water line replacements along Poe from Station 16 to Station 17 and along Atlantic from Station 16 to Station 17 and along Station 16 from Poe to Atlantic.

**WATER PLANT:** Still need to replace the roof on all buildings.

**WORK ORDERS:** 10 check for leaks; 0 frozen pipes; 4 monthly rereads; 4 misc. customer complaint; 0 replace customer shut off; 3 turn on; 3 turn off; 59 locates; 5 install irrigation meter; 0 remove irrigation meter; 1 irrigation quote; 9 read meter; 0 meter box repairs; 10 disconnect delinquent acct; 7 reconnect delinquent acct; 0 pulled meter for demo; 1 reinstall meter from demo; 0 backflow inspection

**CHEMICALS:** Used 52 gallons of phosphate.

**OTHER:**

W+S-1



Town of Sullivan's Island  
Water & Sewer Department  
Manager Greg Gress  
843-883-5748

Monthly Sewer Report  
For  
September 2014

*COLLECTION SYSTEM:* Middle Street Gravity Sewer Extension Construction Permit expires August 26, 2016. Construction must be completed and the Approval to Place in Operation granted prior to August 26, 2016 or the permit will expire.

*SEWER LINE PROJECT:* In progress. Contract awarded to Arcadis US Inc. Notice to Proceed issued August 20, 2014.

**Significant Milestones:** The following are the approximate expected milestone dates, subject to change:

- |                          |                   |
|--------------------------|-------------------|
| • Invitation to Bid      | Mid May 2014      |
| • Bid Receipt            | End June 2014     |
| • Notice of Award        | Mid July 2014     |
| • Notice to Proceed      | August 20, 2014   |
| • Boots on the Ground    | October 6, 2014   |
| • Substantial Completion | February 20, 2015 |
| • Final Acceptance       | April 20, 2015    |

The contract construction period (Notice to Proceed to Final Acceptance) will be approximately 8 months. It is expected that the selected engineer will be prepared to start work within Fifteen (15) days of the issuance of the Notice to Proceed.

*LIFT STATIONS:* Loss of prime alarms continue to call out operators. SCADA radio at LS#5 has failed for the third time.

W+S-2



## Town of Sullivan's Island

### Water & Sewer Department

Manager Greg Gress

843-883-5748

*FLOW:* Processed 18.473 Million Gallons this month, with a daily average of 0.616 MG and a maximum weekly average of .771 MG. Rainfall total was 12.18 inches.

*SALES:* 6.465 MG billed this month with a daily average of 0.215 MG. (5.902 MG billed in September last year with a daily average of 0.197 MG).

*HEADWORKS:* No operational problems

*OXIDATION DITCH:* Visual observations noted a soft spot on outside wall opposite the sink hole previously discovered after recent heavy rains at the end of the month. HDR review of CIP plan recommended moving forward expeditiously as possible with the replacement process (design and securing funding) and have an emergency plan of action in place if it fails in the meantime. Now that we are applying for FEMA funding for this project the next step is to authorize funding for the design work to begin.

*CLARIFIER:* No operational problems

*OUTFALL:* No operational problems

*BIOSOLIDS:* 14 cu yd. dry to landfill. 49,500 gallons liquid sludge hauled and disposed at NCSD.

*CHEMICALS:* 593 lbs. of chlorine and 277lbs. of sulfur dioxide used for the month.

*COMPUTER SYSTEMS:* No operational problems.

*WORK ORDERS:* 59 locates; 1 pool filling permit inspection; 0 sewer connection inspection (first time); 0 sewer connection inspection (sewer replacement); 0 sewer reconnect inspection (reconnect

W&S-3



## Town of Sullivan's Island Water & Sewer Department

Manager Greg Gress  
843-883-5748

from a demo); 0 sewer disconnect inspection (disconnect for a demo); 0 grease trap inspection; 0 install new tap; 0 repair cleanout; 0 back up.

*OTHER:* HDR continues to work on application for Hazard Mitigation Grant to flood proof the WWTF. Deadline for application is October 27, 2014. FEMA is expected to notify successful applicants in February/March 2015. Manager attended two day Benefit Cost Analysis (BCA) software training put on by FEMA.



Town of Sullivan's Island  
Water & Sewer Department  
843-883-5748  
[ggress@sullivanisland-sc.com](mailto:ggress@sullivanisland-sc.com)



October 3, 2014

Windy Smith  
Environmental Compliance Coordinator  
Water Enforcement Section  
2600 Bull Street  
Columbia, SC 29201

Dear Ms. Smith,

Enclosed please accept the Bacteriological Analysis report for the monitoring period from September 1, 2014 to September 30, 2014.

Should you have any questions please contact (843) 883-5748.

Respectfully,

A handwritten signature in cursive script, appearing to read "Greg Gress".

Greg Gress  
Water & Sewer Manager  
Town of Sullivan's Island



## Bacteriological Analysis Sample Summary (Part 1)

### PART 1 CAN BE USED IN ONE (1) OF TWO (2) WAYS

1. If the system has had no Total Coliform (TC) Positives samples for a compliance cycle or,
2. If the system wants to report those samples that were initial TC Absent and use Part 2 for the TC Present and all repeats.

S	C	1	0	1	0	0	0	3
09/01/2014								

System Number

#### DESCRIPTION

SC followed by 7 digit system number

First day of month for monthly

First day of quarter if quarterly

First day of year if annual

# of Initial Total Coliform Negative

M=Month; Q=Quarter; Y=Year

Number assigned by Lab Certification

4
M
10005001

Lab State ID #

Note: This can be used for any system that does not have a total coliform positive.

DOES SYSTEM ADD DISINFECTION?  YES  NO

AVERAGE DISINFECTION RESIDUAL  .

AND/OR

W+S-6



Town of Sullivan's Island  
Water & Sewer Department  
843-883-5748  
ggress@sullivansisland-sc.com



October 3, 2014

Ms. Jennifer Cox  
Environmental Coordinator  
Water Enforcement Section  
2600 Bull Street  
Columbia, SC 29201

Dear Ms. Cox,

Enclosed please accept the Disinfection report for the monitoring period from September 1, 2014 to September 30, 2014.

Should you have any questions please contact me at (843) 883-5748.

Respectfully,

A handwritten signature in cursive script that reads "Greg Gress".

Greg Gress  
Water & Sewer Manager  
Town of Sullivan's Island



**Surface Water System Monthly Report:  
Distribution System Disinfection Residuals  
Bureau of Drinking Water Protection**

09/14

System Name: Sullivan's Island System Number: 1010003 For (Month/Year):

Day	No. of Sites where Disinfection Residual was measured. (a)	No. of Sites where Disinfection Residual was not measured, but HPC was measured. (b)	No. of Sites where Disinfection Residual was not detected and HPC was not measured. (c)	No. of Sites where Disinfection Residual was not detected and HPC > 500/ml. (d)	No. of Sites where Disinfection Residual was not measured and HPC > 500/ml. (e)
1					
2					
3	1				
4					
5					
6					
7					
8					
9					
10	1				
11					
12					
13					
14					
15					
16					
17	1				
18					
19					
20					
21					
22					
23					
24	1				
25					
26					
27					
28					
29					
30					
31					
<b>Total</b>	a= <u>4</u>	b=	c=	d=	e=

Compliance with Distribution System Disinfection Residual Criteria:  
 $V = (c+d+e)/(a+b) \times 100 = (0+0+0)/(4+0) \times 100 = 0\%$   
 For Previous Month, V = 0  
 Prepared by: [Signature] Date: 10-3-14

W45-8

NIKKI R. HALEY, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

RICHARD ECKSTROM, CPA  
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD

SC ENERGY OFFICE  
ASHLIE LANCASTER  
DIRECTOR

TELEPHONE: (803) 737-8030  
FAX: (803) 737-9846

HUGH K. LEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE  
COMMITTEE

W. BRIAN WHITE  
CHAIRMAN, HOUSE WAYS AND MEANS  
COMMITTEE

MARCIA S. ADAMS  
EXECUTIVE DIRECTOR

September 19, 2014

Mr. Greg Gress  
Town of Sullivan's Island  
P.O. Box 427  
Sullivan's Island, South Carolina 29482

Dear Mr. Gress:

Thank you very much for applying for the Emily Hall Tremaine Local Government Energy Leadership Award. Your Waste Water Treatment Facility project has been selected to receive an Honorable Mention. Many worthy organizations applied, and while we would have liked to award everyone, only a few were chosen.

We encourage you to visit our website [www.energy.sc.gov](http://www.energy.sc.gov) for grant opportunities and other energy savings information. Thanks again for becoming more energy efficient. Every bit helps!

Sincerely,

Ashlie Lancaster  
Director

# **ADMINISTRATION COUNCIL WORKSHOP**

**October 6, 2014**

**Chairman Jerry Kaynard  
Members Mary Jane Watson and Susan Middaugh**

All matters relating to oversight of implementation of the following Town administrative functions: personnel; licensing; Town Attorney; court; rules; solicitation for Boards and Commissions; administrative infrastructure; communications and community outreach.

## **I. Matters for Action by Council**

1. Public Notice of Regular Meetings of Town Council 2015 – Clarification by Council for Workshop meetings on April 6, July 6, September 7, October 5, December 7; and, Council meeting on September 15.

## **II. Matters for Discussion by Council**

There are no discussion items for Council at this time.

## **III. New Matters Presented to Council**

1. Personnel
  - a) Personnel Report
2. Correspondence
  - a) Ned Hettinger, 09-24-14 2924 Ion Avenue – RE: Land Trust Tree trimming.
  - b) David Abromaitis, Insurance Reserve Fund; 09-30-14: Confirmation of coverage under prepaid legal policy for 2014-CP-10-5776 Coste v. SI BZA and Town.
3. Charleston Science, Technology, Engineering and Mathematics Festival – Mayor Newman-Blackwell of Hanahan has requested that the Town add its signature to the proclamation declaring February 7, 2015 as Charleston STEM Festival Day in the Lowcountry.
4. Mental Health Awareness Day – Pat Votava has requested the Town proclaim October 8, 2014 as Mental Health Awareness Day.

5. Charleston County Urban Entitlement Program – Johnna Murray would like to schedule the Urban Entitlement Public Hearing on October 21, 2014 as part of the HUD funding requirements.

#### **IV. Matters Pending Further Action by Council**

1. Archiving Old Records

Initial estimate for paper files is approximately \$82,000, construction drawings approximately \$79,000 and pictures/miscellaneous files \$4,800 (subtotal \$86,800 exclusive of construction drawings). The estimate for software, license, installation and training is \$35,000. It should be noted that staff is locating and identifying other vendors and anticipates better pricing.

2. Commercial District Operational Issues – The Town has been working with the commercial district business owners group to address and resolve various issues surfaced by nearby residents. Attached is a list of solutions proposed by the owners. To date it has not been possible to schedule a meeting with the residents. The Administrator and Chief Howard met with food and beverage operators on Thursday September 19, 2013 to further discuss operational hours. A revised delivery agreement is attached.

3. Town Communications Plan – General discussion by Council regarding resident outreach and communications plan.

4. Staff position for Administration Department.

**PUBLIC NOTICE OF 2015 REGULAR MEETINGS**  
**TOWN OF SULLIVAN'S ISLAND**  
All meetings held in Council Chambers  
Town Hall, 2050-B Middle Street

**1<sup>st</sup> Monday of Month**

**6:00 p.m. Council Workshop**

January 5, 2015  
February 2, 2015  
March 2, 2015  
April 6, 2015 \*\*  
May 4, 2015  
June 1, 2015  
July 6, 2015 \*\*  
August 3, 2015  
September 7, 2015 \*\*  
October 5, 2015 \*\*  
November 2, 2015  
December 7, 2015 \*\*

**3<sup>rd</sup> Tuesday of Month**

**6:00 p.m. Town Council**

January 20, 2015  
February 17, 2015  
March 17, 2015  
April 21, 2015  
May 19, 2015  
June 16, 2015  
July 21, 2015  
August 18, 2015  
September 15, 2015 \*\*  
October 20, 2015  
November 17, 2015  
December 15, 2015

\*\* subject to change

**Meeting dates for clarification (monthly calendars attached)**

Monday, April 6 – Council Workshop

July 4<sup>th</sup> holiday – Council Workshop

Monday, Sept. 7 – Council Workshop

Tuesday, Sept. 15 – Council Meeting

Monday, Oct. 5 – Council Workshop

Monday, December 7 – Council Workshop

2015 April

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p>March 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p>			<p>1 <sup>91/274</sup> April Fools' Day</p>	<p>2 <sup>92/273</sup></p>	<p>3 <sup>93/272</sup> Good Friday Passover begins at sundown</p>	<p>4 <sup>94/271</sup> <u>Passover</u></p>
<p>April 2015</p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p>	<p>5 <sup>95/270</sup> Easter</p>	<p>6 <sup>96/269</sup> Easter Monday (C)</p> <p>Council Workshop</p>	<p>7 <sup>97/268</sup></p>	<p>8 <sup>98/267</sup> Planning Passover</p>	<p>9 <sup>99/266</sup> BZA</p>	<p>10 <sup>100/265</sup></p>
		<p>court</p>				
<p>May 2015</p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>	<p>12 <sup>102/263</sup> Eastern Orthodox Easter</p>	<p>13 <sup>103/262</sup></p>	<p>14 <sup>104/261</sup></p>	<p>15 <sup>105/260</sup> DRB</p>	<p>16 <sup>106/259</sup> Holocaust Remembrance Day</p>	<p>17 <sup>107/258</sup></p>
			<p>court</p>			
<p>June 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>	<p>19 <sup>109/256</sup></p>	<p>20 <sup>110/255</sup></p>	<p>21 <sup>111/254</sup> Council</p>	<p>22 <sup>112/253</sup> Administrative Professionals Day Earth Day</p>	<p>23 <sup>113/252</sup></p>	<p>24 <sup>114/251</sup></p>
<p>July 2015</p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p>26 <sup>116/249</sup></p>	<p>27 <sup>117/248</sup> Tree Comm</p>	<p>28 <sup>118/247</sup></p>	<p>29 <sup>119/246</sup></p>	<p>30 <sup>120/245</sup></p>	



2015 July

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p>June 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>				<p>1</p> <p>182/183</p> <p>Canada Day (C)</p>	<p>2</p> <p>183/182</p>	<p>3</p> <p>184/181</p>	<p>4</p> <p>185/180</p> <p>Independence Day</p> <p>when is July 4th holiday</p>
<p>July 2015</p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p>5</p> <p>186/175</p>	<p>6</p> <p>187/178</p> <p>Council Workshop</p>	<p>7</p> <p>188/177</p> <p>court</p>	<p>8</p> <p>189/176</p> <p>Planning</p>	<p>9</p> <p>190/175</p> <p>BZA</p>	<p>10</p> <p>191/174</p>	<p>11</p> <p>192/173</p>
<p>August 2015</p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>	<p>12</p> <p>193/172</p>	<p>13</p> <p>194/171</p>	<p>14</p> <p>195/170</p> <p>court</p>	<p>15</p> <p>196/169</p> <p>DRB</p>	<p>16</p> <p>197/168</p>	<p>17</p> <p>198/167</p> <p>(Eid) al Fitr begins at sundown</p>	<p>18</p> <p>199/166</p>
<p>September 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>	<p>19</p> <p>200/165</p>	<p>20</p> <p>201/164</p>	<p>21</p> <p>202/163</p> <p>Council</p>	<p>22</p> <p>203/162</p>	<p>23</p> <p>204/161</p>	<p>24</p> <p>205/160</p>	<p>25</p> <p>206/159</p>
<p>October 2015</p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p>26</p> <p>207/158</p>	<p>27</p> <p>208/157</p> <p>Tree Comm</p>	<p>28</p> <p>209/156</p>	<p>29</p> <p>210/155</p>	<p>30</p> <p>211/154</p>	<p>31</p> <p>212/153</p>	



# 2015 September

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p>August 2015</p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>			1 <small>244/121</small>	2 <small>245/120</small>	3 <small>246/119</small>	4 <small>247/118</small>	5 <small>248/117</small>
			Court				
<p>September 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>	6 <small>249/116</small>	7 <small>250/115</small> Labor Day	8 <small>251/114</small>	9 <small>252/113</small>	10 <small>253/112</small>	11 <small>254/111</small> Patriot Day	12 <small>255/110</small>
		Council Workshop Labor Day holiday	Court	Planning	BZA		
<p>October 2015</p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	13 <small>256/109</small> Rosh Hashanah begins at sundown	14 <small>257/108</small>	15 <small>258/107</small>	16 <small>259/106</small> Independence Day (M)	17 <small>260/105</small>	18 <small>261/104</small>	19 <small>262/103</small>
		Rosh Hashanah	Council	DRB			
<p>November 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30</p>	20 <small>263/102</small>	21 <small>264/101</small>	22 <small>265/100</small> Yom Kippur begins at sundown	23 <small>266/99</small> Autumn begins (Eid) al Adha begins at sundown	24 <small>267/98</small>	25 <small>268/97</small>	26 <small>269/96</small>
<p>December 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	27 <small>270/95</small>	28 <small>271/94</small>	29 <small>272/93</small>	30 <small>273/92</small>			
		Tree Comm					



2015 **October**

September 2015  
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 13 14 15 16 17 18 19  
 20 21 22 23 24 25 26  
 27 28 29 30

October 2015  
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 11 12 13 14 15 16 17  
 18 19 20 21 22 23 24  
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November 2015  
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 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30

December 2015  
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 6 7 8 9 10 11 12  
 13 14 15 16 17 18 19  
 20 21 22 23 24 25 26  
 27 28 29 30 31

January 2016  
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 10 11 12 13 14 15 16  
 17 18 19 20 21 22 23  
 24 25 26 27 28 29 30  
 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 274/91	2 275/90	3 276/89
4 277/88	5 278/87 Council Workshop Shemini Atzeret	6 279/86 Simchat Torah Court	7 280/85	8 281/84 BZA	9 282/83	10 283/82
11 284/81	12 285/80 Columbus Day Thanksgiving (C) Day of the Race (M)	13 286/79 Court	14 287/78 First of Muharram begins at sundown Planning	15 288/77	16 289/76 National Boss' Day	17 290/75
18 291/74	19 292/73	20 293/72 Council	21 294/71 DRB	22 295/70	23 296/69 Ashura begins at sundown	24 297/68 United Nations Day
25 298/67	26 299/66 Tree Comm	27 300/65	28 301/64	29 302/63	30 303/62	31 304/61 Halloween



A-6

Day	Month	Day	Notes
Sunday	December	27	30/12
Monday	December	28	31/12
Tuesday	December	29	1/1
Wednesday	December	30	2/1
Thursday	December	31	3/1
Friday	November	27	27/11
Saturday	November	28	28/11
Sunday	November	29	29/11
Monday	November	30	30/11
Tuesday	November	1	1/12
Wednesday	November	2	2/12
Thursday	November	3	3/12
Friday	November	4	4/12
Saturday	November	5	5/12
Sunday	November	6	6/12
Monday	November	7	7/12
Tuesday	November	8	8/12
Wednesday	November	9	9/12
Thursday	November	10	10/12
Friday	November	11	11/12
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Sunday	November	13	13/12
Monday	November	14	14/12
Tuesday	November	15	15/12
Wednesday	November	16	16/12
Thursday	November	17	17/12
Friday	November	18	18/12
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Friday	November	25	25/12
Saturday	November	26	26/12
Sunday	November	27	27/12
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Tuesday	November	29	29/12
Wednesday	November	30	30/12
Thursday	November	1	1/1
Friday	November	2	2/11
Saturday	November	3	3/11
Sunday	November	4	4/11
Monday	November	5	5/11
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Monday	November	1	1/1
Tuesday	November	2	2/11
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Wednesday	November	29	29/12
Thursday	November	30	30/12
Friday	November	1	1/1
Saturday	November	2	2/11
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Wednesday	November	2	2/11
Thursday	November	3	3/11
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Sunday	November	4	4/12
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Sunday	November	2	2/11
Monday	November	3	3/11
Tuesday	November	4	4/11
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Thursday	November	20	20/11
Friday	November	21	21/11
Saturday	November	22	22/11
Sunday	November	23	23/11
Monday	November	24	24/11
Tuesday	November	25	25/11
Wednesday	November	26	26/11
Thursday	November	27	27/11
Friday	November	28	28/11
Saturday	November	29	29/11
Sunday	November	30	30/11
Monday	November	1	1/12
Tuesday	November		



## PERSONNEL REPORT October 2014

Activity as of Friday, October 3, 2014

### HIRINGS/RESIGNATIONS:

Police Department: Nelson Gerena, Patrol Officers, effective Oct 1, 2014

### CURRENT OPENINGS:

**General Administration:** None  
**Water & Sewer:** None  
**Maintenance:** One - Laborer (FT)  
**Police Department:** None  
**Fire Department:** None

### PERSONAL DAY HOLIDAY/VACATIONS:

**Department Heads:** Danny Howard (PD): Oct 3, 2014 (Fri)

**Town Hall Staff:** Jason Blanton: Oct 20-24, 2014 (Mon-Fri)  
Lisa Darrow: Oct 10, 2014 (Fri)  
Kim Griffin: Oct 13 (Mon); Oct 22-24, 2014 (Wed-Fri)  
Mary Poole: Oct 24 (Fri); Oct 31 (Fri), 2014  
Randy Robinson: Oct 7 (Tues); Oct 9-10 (Thurs-Fri);  
Oct 23, 2014 (Thurs)

### PROFESSIONAL DEVELOPMENT/TRAINING:

**Staff Safety Meeting/Training: 8:00AM Thursday, October 23, 2014**  
(Fire Department conducts safety talk)

**Admin/Town Hall: Lisa Darrow, MASC Risk Management Training, Columbia (Wed, Oct. 15, 2014).** This course completes the 2-year RMI certification program (Town receives SCMIT Worker's Compensation participation credit for this training).

### PERSONNEL NOTES:

**SC Employee Insurance Program Open Enrollment (medical insurance products):**  
Town Staff participating in open enrollment from Oct 1-31, 2014 for 2015 Plan Year.

## Andy Benke

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**From:** Susan Middaugh <susan.middaugh@gmail.com>  
**Sent:** Thursday, September 25, 2014 7:13 AM  
**To:** Andy Benke  
**Subject:** Fwd: Land trust area tree cutting dispute

Andy, if this has not already been sent to all Council members, please do so.

Thanks, Susan

Sent from my iPhone

Begin forwarded message:

**From:** "Hettinger, Edwin C" <[HettingerN@cofc.edu](mailto:HettingerN@cofc.edu)>  
**Date:** September 24, 2014 at 6:27:43 PM EDT  
**To:** "[susan.middaugh@gmail.com](mailto:susan.middaugh@gmail.com)" <[susan.middaugh@gmail.com](mailto:susan.middaugh@gmail.com)>, "[oneilp@sullivansisland-sc.com](mailto:oneilp@sullivansisland-sc.com)" <[oneilp@sullivansisland-sc.com](mailto:oneilp@sullivansisland-sc.com)>  
**Subject:** Land trust area tree cutting dispute

Pat and Susan,

I was disturbed to read in the paper about the town going to mediation over the dispute concerning cutting trees in the Island's public land by those who live closest to the beach.

This is not because I am opposed to compromise on this issue, but because I think the public has already compromised too much.

When I was on the first special committee back in the 90s to negotiate the cutting issue, the compromise was cutting of Myrtles to 7 feet and allowing cutting for beach paths for each home. Since then another compromise put the height at 5 feet. In my mind this is already going too far in letting private interests control the public's land to the detriment of its interests.

Although I am not a lawyer, I can't believe the courts would rule that it is a taking of private property when the public puts tree-cutting regulations on adjacent public lands.

Thanks to both of you for giving your time to the town and its business!

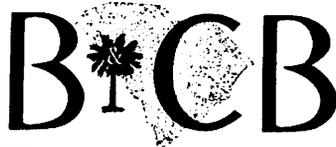
And thanks for listening to my perspective.

Ned Hettinger

NIKKI R. HALEY, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

RICHARD ECKSTROM, CPA  
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD

INSURANCE RESERVE FUND

POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211  
(803) 737-0020  
FAX: (803) 737-0042

HUGH K. LEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE  
CHAIRMAN, HOUSE WAYS AND MEANS

MARCIA ADAMS  
EXECUTIVE DIRECTOR

September 30, 2014

Andy Benke, Town Administrator  
Town of Sullivan's Island  
P. O. Box 427  
Sullivan's Island, South Carolina 29482

RE: Hal Coste v. Town of Sullivan's Island Board of Zoning Appeals and Town of  
Sullivan's Island  
C/A No.: 2014-CP-10-5776

Dear Andy:

This will acknowledge receipt of your September 25, 2014 letter wherein you enclose a copy of the above-referenced Complaint. This will also confirm my e-mail of September 25, 2014 regarding our position on coverage.

Having reviewed the above-referenced Complaint, I can see no cause of action within same which would trigger coverage under our tort policy. For coverage to apply, a cause of action within the Complaint must meet our policy definition of property damage or personal injury. Furthermore, the plaintiff prays for damages that we cannot grant. Accordingly, we must respectfully decline coverage and participation in the defense of this matter.

The reasons set forth in this letter for denying coverage are not intended to be an exhaustive list. There may well exist other grounds to support the decision for the denial of coverage for the alleged loss. Please be advised that the Insurance Reserve Fund expressly reserves and does not waive any additional grounds that may exist for declining coverage in this matter.

While we are confident of our decision, we do welcome the opportunity to review any case law or other authorities that you believe to be inconsistent with the position set forth in this letter.

Additionally, as of January 1, 2001, the Insurance Reserve Fund implemented a \$15,000 prepaid legal provision for any coverage not covered under the tort liability policy. This

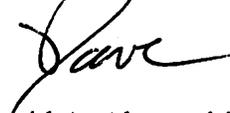
Andy Benke  
September 30, 2014  
Page 2

Re: Hal Coste v. Town of Sullivan's Island Board of  
Zoning Appeals and Town of Sullivan's Island

coverage was automatically added to the policy to cover legal expenses for lawsuits filed after January 1, 2001 at no additional premium to the insured. Furthermore, our underwriting records indicate that the Town of Sullivan's Island has purchased \$85,000 additional prepaid coverage. Should you wish to apply this coverage to this loss, please sign below and forward a copy to my attention.

Please understand that any reimbursement will be made to the **Town of Sullivan's Island as the named** insured and not to any individual insured.

Very truly yours,



David A. Abromaitis  
Claims Manager

/ks

Please process this claim under our prepaid legal defense cost coverage.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

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

When submitting a prepaid legal bill for reimbursement, **the named insured** should do so per the following instructions:

1. **Reimbursement requests should be submitted on a monthly basis.**
2. **Payments requests should include a copy of the attorney's invoice, which clearly indicates the case caption of the Complaint (i.e. John Doe v. Whomever), the civil action number (i.e. 2002-CP-10-0000), and proof of payment (i.e. cancelled check, purchase requisition, etc.)**
3. **If the attorney's invoice encompasses multiple suits, the bill must be broken down by individual civil action numbers and case captions.**

Andy Benke  
September 30, 2014  
Page 3

Re: Hal Coste v. Town of Sullivan's Island Board of  
Zoning Appeals and Town of Sullivan's Island

- Please note that each payment made to a particular civil action number will produce a separate claim number (i.e. if a reimbursement request covers work for ten different civil action numbers, ten checks will be processed, each with a corresponding claim number).

Should you have any questions, please give us a call.

# City Of Hanahan

REC'D SEP 08 2014

**MAYOR**  
MINNIE NEWMAN-BLACKWELL

**CITY ADMINISTRATOR**  
JOHN P. CRIBB



**CITY COUNCIL**  
JEFF C. CHANDLER  
C. KEVIN COX  
MIKE DYSON  
JOEL E. HODGES  
DAN OWENS  
MICHAEL SALLY

4 September 2014

To Mayors of the Lowcountry:

The second Annual Charleston STEM (Science, Technology, Engineering, and Mathematics) Festival will be held at Liberty Square, Charleston on Saturday, February 7, 2015. The committee is putting together a booklet for this event and would like to include your City's signed copy of the STEM proclamation declaring February 7, 2015 Charleston STEM Festival Day in the Lowcountry.

If you would please look over the proclamation and add your signature, we would love to include it in the booklet. We need the signed proclamation no later than November 1, 2014 to be included.

Please mail the signed copy of this proclamation to:

Mayor Minnie Newman-Blackwell  
City of Hanahan  
1255 Yeamans Hall Road  
Hanahan, SC 29410

Thank you for your time,

Minnie Newman-Blackwell  
Mayor of the City of Hanahan

A-12

**WHEREAS,** the Second Annual Charleston STEM (science, technology, engineering, and mathematics) Festival will be held at Liberty Square, Charleston on Saturday, February 7, 2015; and

**WHEREAS,** the goal of the Charleston STEM Festival is to increase public awareness, interest, and understanding about STEM by offering more than 50 fun, family-friendly, hands-on activities and shows; and

**WHEREAS,** through the various activities and shows, the Charleston STEM Festival will increase engagement and participation in STEM learning opportunities among students and the public, showcasing the diversity of STEM occupations and offering a direct connection to our vibrant community of STEM professionals; and

**WHEREAS,** it is important to recognize that STEM is essential for modern society. Every day, each of us benefit from STEM knowledge through the food we eat, the air we breathe, and the water we drink. STEM powers our world, protects us from natural disasters, improves our health, and entertains us; and

**WHEREAS,** the citizens of the Lowcountry will have the opportunity to see how STEM is an economic engine for not only Charleston, Dorchester, and Berkeley counties, but also the State of South Carolina; and

**WHEREAS,** the citizens of our greater community will have the opportunity to celebrate STEM, much like we celebrate sports, food, art and music, integrated into our culture as a community tradition;

**NOW THEREFORE,** as Mayors of the Lowcountry, do hereby proclaim February 7, 2015 as

## **Charleston STEM Festival Day**

in the Lowcountry and ask all citizens to join us in celebrating STEM and participating in the Charleston STEM Festival.

---

Mike Perkis, Mayor  
Town of Sullivans Island, South Carolina

**Mayoral Proclamation  
for**

---

**MENTAL HEALTH AWARENESS DAY**

WHEREAS, mental health is essential to overall health and well-being; and

WHEREAS, even in the Friendliest and #1 U.S. City, mental health issues are prevalent and awareness and advocates are a necessity; and

WHEREAS, ensuring the mental health of our citizens is fundamental to the future of our City; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, anyone can potentially develop a mental health condition, regardless of age, sex, race, or economic status; and

WHEREAS, one in 4 adults experiences a mental health issue at some point in life; and

WHEREAS, one in 10 children experiences a mental health issue during childhood; and

WHEREAS, mental health issues are more common than cancer, diabetes, or heart disease; and

WHEREAS, depression is considered a worldwide epidemic, with 5 percent of the global population affected by this condition; and

WHEREAS, someone dies by suicide every 13.3 minutes, with 20% being military veterans; and

WHEREAS, only one in 5 individuals affected with a mental health issue seeks treatment; and

WHEREAS, there is immense need for comprehensive, coordinated mental health services for our youth, adults, veterans, and families; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigmas that for too long have surrounded mental health issues and discouraged people from getting help; and

WHEREAS, with effective identification and treatment, individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, public education and civic activities can encourage mental health well-being and help improve the lives of individuals and families affected by mental health issues; and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our citizens' mental health and well-being; and

WHEREAS, the \_\_\_\_\_ will be illuminated green in recognition of mental health awareness on this day; and

WHEREAS, the \_\_\_\_\_, in collaboration with the Medical University of South Carolina, The Pres+On Foundation, Inc. and all other interested agencies and organizations, declares its commitment to promoting mental wellness, supporting prevention efforts, and raising public awareness about mental health while seeking to reduce the associated stigmas;

**NOW, THEREFORE BE IT RESOLVED, I, \_\_\_\_\_, Mayor of \_\_\_\_\_, South Carolina, do hereby proclaim October 8, 2014 to be**

\_\_\_\_\_ **MENTAL HEALTH AWARENESS DAY**

to honor both the individuals coping with mental health issues and those standing with them and to acknowledge the invaluable contributions of our service providers and mental health advocates.

**As Mayor,** I also call upon the citizens, government agencies, public and private institutions, businesses and schools in the \_\_\_\_\_ to unite as mental health advocates and reaffirm our commitment to increasing public understanding of the importance of mental health, the steps our citizens can take to protect their mental health, and the need for accessible services for all those with mental health issues.

###



**CHARLESTON COUNTY COMMUNITY SERVICES DEPARTMENT  
URBAN ENTITLEMENT PROGRAM  
COUNTYWIDE PUBLIC HEARINGS FOR THE PROGRAM YEAR 2015 ALLOCATION**

NOTICE OF PUBLIC HEARING

Town of Sullivan's Island  
Tuesday, October 21, 2014 - 6:00 PM

As a designated Urban Entitlement community in good standing, Charleston County anticipates receiving Program Year (PY) 2015 funding from United States Department of Housing and Urban Development (HUD) to support community development activities countywide. Although there are no preliminary estimates to date indicating the amount of funds that may become available for PY 2015, which spans from July 1, 2015 to June 30, 2016, it is anticipated that funding will be received for the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Grant (HOME) Program, and the Emergency Solutions Grant (HESG) Program through a direct allocation from HUD to Charleston County.

In preparation of entering a grant agreement with the United States Department of Housing and Urban Development (HUD) for PY 2015 grant funds, Charleston County's Urban Entitlement Program will conduct a series of countywide public hearings to encourage citizen participation in the development of the PY 2015-2016 Annual Action Plan.

These public hearings will be held during the months of October - December 2014 in the council chambers of participating jurisdictions that partner with the County's Urban Entitlement Program. The purpose of each public hearing is as follows:

1. to provide an update on the Community Development Consolidated Plan goals,
2. to give citizens an opportunity to make comments and ask questions regarding the Urban Entitlement Program,
3. to allow the County to announce the funding cycle and upcoming Request for Application (RFA), and
4. to solicit support from the public to encourage viable entities to respond to the RFA and to assist Charleston County to achieve its Consolidated Plan Goals and Annual Action Plan activities.

All interested individuals and organizations are invited to attend any of the public hearings to obtain information, ask questions, and to express their views regarding the Urban Entitlement Program to ensure that consideration is given to issues of immediate and long range concern impacted by the Urban Entitlement Program.

Written comments may be sent by December 17, 2014 to:

Johnna Murray, Community Development Director  
Charleston County Community Services Department  
Lonnie Hamilton III Public Service Building (PSB)  
4045 Bridge View Drive. Suite C216  
North Charleston, South Carolina 29405-7464



A-16

**LAND USE AND NATURAL RESOURCES  
COUNCIL WORKSHOP**

**October 6, 2014**

**Chairman Pat O'Neil  
Members Mike Perkis and Jerry Kaynard**

All matters relating to the zoning and building ordinances and their implementation, and natural resources including Town-owned land.

**Monthly Zoning Report Presented by Mr. Henderson  
Monthly Boards and Commission Reports Attached**

**I. Matters for Action by Council**

No Action Items for Council at this time.

**II. Matters for Discussion by Council**

1. Accreted Land Management Plan – General discussion by Council of Transition Zone and other Accreted Land projects.
2. Special Meeting of Council – Attorney Hair would like to meet with Council in Executive Session on October 21, 2014 at 4:30 pm in the Fire Station Training Room.

**III. New Matters Presented to Council**

No new matters for Council at this time.

**1. Matters Pending Further Action by Council**

No pending matters at this time.

LAND USE AND NATURAL RESOURCES COMMITTEE  
BOARD, COMMISSION & ZONING UPDATE  
SEPTEMBER 2014

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Date: October 1, 2014  
From: Building Department  
Prepared For: Land Use and Natural Resources Committee  
Regarding: Board, Commission & Zoning Update

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**ZONING UPDATE:**

- PROJECTS:
  - Battery to Beach Bike Route sign installation completed (September 18<sup>th</sup>)
  - CRS/ISO (FEMA) cycle visit completed- September 28 remittance of Town Documentation (Rating pending)
  
- SEPTEMBER ZONING ENFORCEMENT ACTIVITY
  - One (1) land use violation identified- certified letter sent
  - Six (6) zoning violations ongoing

**PLANNING COMMISSION: SEPTEMBER 10, 2014**

NO MEETING HELD

**BOARD OF ZONING APPEALS: SEPTEMBER 11, 2014**

D. ADMINISTRATIVE APPEAL

1. **Rehearing allowed. BZA reaffirmed previous denial of staff appeal** 1607 Poe Avenue: Cynthia Holmes, applicant, requests a rehearing of an application in accordance with Article IV, Section 9 of the Board of Zoning Appeals bylaws. (TMS# 523-1200-058)

**DESIGN REVIEW BOARD: SEPTEMBER 17, 2014**

A. PRESENTATIONS

1. **DRB issued unanimous endorsement of concept and design** Sullivan's Island Town Hall: Creech and Associates Architectural Design request to present the conceptual design for the new construction of Town Hall.

B. CERTIFICATES OF APPROPRIATENESS – NON HISTORIC PROPERTIES

1. **Approved** 2707 Bayonne Street: Philip Noland, applicant, requests conceptual approval to modify the home's front elevations and enclose an existing porch along the rear elevations with relief requested from the design standards for the structure's principal building square footage. (TMS# 529-11-00-063)

2. **Deferred** 910 Middle Street: Julia F. Martin Architects, applicants, request design review and approval of proposed new home construction. Relief is requested from the design standards for the structure's side setbacks, principal building square footage, and principal building coverage. (TMS# 523-06-00-021)

**TREE COMMISSION: SEPTEMBER 22, 2014**

C. TREE REMOVAL REQUESTS

1. **Approved** 2902 Brownell Avenue: Janet Millimet, applicant, requests approval to remove one category I eucalyptus tree of 20" Dbh, located in the rear yard of the subject property. (TMS # 529-06-00-109)
2. **Approved** 2508 Myrtle Avenue: Bryant McCulley, applicant, requests approval to remove two category I pine trees at 17" and 19" Dbh, located in the rear yard of the subject property. (TMS# 529-12-00-055)

D. ITEMS FOR DISCUSSION

1. Zoning Ordinance Section 21-162 (Palmetto Trees): Building Department staff requests policy guidance relating to the relocation and replacement of palmetto trees per Section 21-162.

# **PUBLIC FACILITIES COUNCIL WORKSHOP**

**October 6, 2014**

**Chairwoman Hartley Cooper  
Members Pat O'Neil and Chauncey Clark**

All matters relating to construction, maintenance and improvements of streets, beach paths and Town-owned buildings; sanitation services including trash and garbage; stormwater management; and energy and resource conservation programs.

## **Monthly Construction Report Presented by Mr. Robinson.**

### **I. Matters for Action by Council**

No action items for Council or the Public Facilities Committee at this time.

### **II. Matters for Discussion by Council**

1. Town Hall Project – Creech and Associates presented the conceptual design of Town Hall to the Design Review Board on September 17, 2014. The DRB voted unanimously to approve the project design.

The Architect is asking for comment from the Town on the matter of design above the Council room.

The Architect is asking for clarification from the Town on several construction matters. Town Administrator has provided general comments but requires input from Council.

### **III. New Matters Presented to Council**

No new matters for Council at this time.

### **IV. Matters Pending Further Action by Council**

No pending matters for Council at this time.

**BUILDING/ BUSINESS LICENSE REPORT**

**Sept. 2014**

				<b>Fiscal</b>	<b>Previous</b>
	<b>Sept. 2014</b>	<b>Aug 2014</b>	<b>Sept 2013</b>	<b>Year to date</b>	<b>Year to date</b>
<b>TOTAL PERMITS ISSUED</b>	22	22	33	86	105
<b>TOTAL C.O. ISSUED</b>	2	1	2	4	5
<b>NEW HOME PERMITS</b>	1	2	1	4	3
<b>COST OF CONSTRUCTION</b>	946,199	398,708	1,979,236	3,188,469	7,258,418
<b>PERMIT FEES COLLECTED</b>	34,627.01	27,496.31	16,303.50	85,418.48	65,941.50
<b>Budget amount 2012/2013</b>				250,000.00 34.00%	245,000.00 27%
<b>DEMOLITIONS/MOVING</b>	0	1	0	2	1
<b>INSPECTIONS</b>	44	34	36	159	163
<b>OTHER SITE VISITS</b>	23	41	16	87	70
<b>BUSINESS LICENSE</b>	20,397.55	16,159.06	50,206.84	66,285.49	107,087.00

PF-1

## Andy Benke

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**From:** Michael Supino <msupino@creech-design.com>  
**Sent:** Thursday, September 25, 2014 2:50 PM  
**To:** Andy Benke  
**Cc:** David Creech  
**Subject:** SI Community Room Study  
**Attachments:** SI Chamber Study.pdf

Andy,

Please see attached for information regarding the community room studies. We have evaluated the space based on 3 different schemes that vary from small storage to occupying the entire space above the community room. Heights and square footages are indicated on the studies. Please take a look at them and discuss with the council members. If you have any questions on the variations please let us know. We need to get a decision pretty quickly as our mechanical and structural engineers are awaiting the information so that they can continue their Design Development.

Thank you!

**Michael Supino**  
**Creech & Associates**  
ARCHITECTURAL DESIGN

**Charlotte Studio**  
127 W. Worthington Avenue  
Suite 270  
Charlotte, NC 28203

(704) 376-6000 *p*  
(704) 376-5550 *f*  
[www.creech-design.com](http://www.creech-design.com)

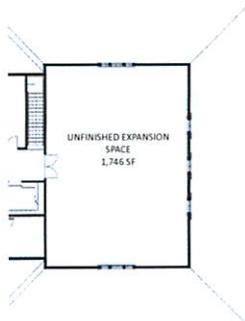
**Charleston Studio**  
159 Civitas Street  
Suite 203  
Mount Pleasant, SC 29464

(843) 789-4542 *p*  
(843) 789-4542 *f*  
[www.creech-design.com](http://www.creech-design.com)

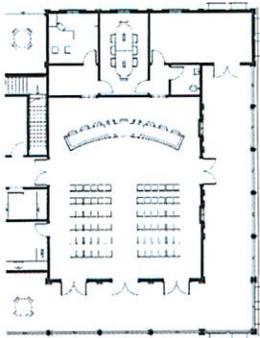
 Please consider the environment before printing this e-mail.

The enclosed digital data file(s) furnished by Creech & Associates to the above-listed intended receiver(s) is provided only as a courtesy copy for the convenience of the intended receiver(s). This file(s) may or may not be representative of any certified construction documents associated with the project and shall not be considered a certified document. The file(s) is furnished without guarantee of compatibility with the intended receiver's software or hardware.

Sullivan's Island Town Hall, Police Station and Park Improvements



2nd Floor Plan - Full Unfinished Expansion



1st Floor Plan - Chamber Room

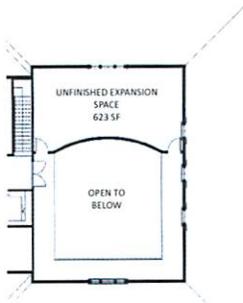


Section View

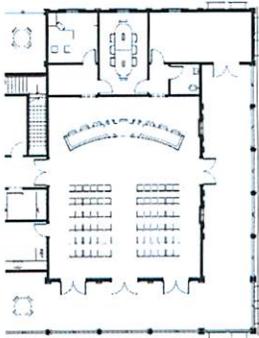
CHAMBER SPACE DESIGN 1 - CEILING HEIGHT AT 12'-4"

PF-6

Sullivan's Island Town Hall, Police Station and Park Improvements



2nd Floor Plan - Partial Unfinished Expansion



1st Floor Plan - Chamber Room



Section View

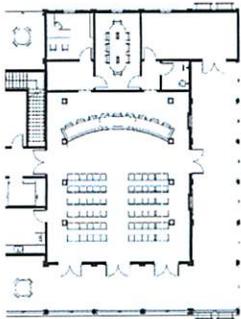
CHAMBER SPACE DESIGN 2 - CEILING HEIGHT AT 21'-0"

PF-7

Sullivan's Island Town Hall, Police Station and Park Improvements



2nd Floor Plan - Storage



1st Floor Plan - Chamber Room



Section View

CHAMBER SPACE DESIGN 3 - CEILING HEIGHT AT 28'-4" (TO PEAK)

PF-8

## Andy Benke

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**To:** Michael Supino  
**Subject:** RE: SI MEPFP Action Items

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**From:** Michael Supino [mailto:msupino@creech-design.com]  
**Sent:** Thursday, September 25, 2014 3:48 PM  
**To:** Andy Benke  
**Cc:** David Creech  
**Subject:** SI MEPFP Action Items

Andy,

Attached is a list that DWG has sent us that outlines some questions/concerns they have regarding the New Town Hall. I have read the list and can provide some recommendations on our end. Those recommendations are as follows:

Item 1

Does the town have any generators on the island that are currently in a service agreement? If so, does it make sense to use that company and simplify the service providers/manufacturers?

**AB: Yes there are 3 generators in service on the Island. Note that we await the specifics of the load evaluation. The Town may consider incorporating the generator need into expansion at the Water and Sewer plant to reduce the number of generators and maintenance requirements.**

Item 2

Are there any public buildings on the island that have an alarm system? Again, does it make sense to utilize the same providers/manufacturers?

**AB: The temporary Town Hall and former Town Hall have security only. Service is provided by Sonitrol.**

Item 3

I don't think we talked about a whole speaker system but please advise.

**AB: Preferred by the Town.**

Item 4

If we use a use an A/V consultant that would require an add service for that. Please advise.

**AB: AV wiring for meeting room required.**

Item 5

We have not used white noise suppression on prior projects and don't see a need for one on this project. A/V Requirements for the community room would be speakers, projector/TV, microphones, laptop or ipad connectivity, etc. Please let me know if there is anything specific that you had in mind for this area.

**AB: David need your thoughts on this matter.**

Item 6

Yes, electric strike for doorways (police and office areas). Cameras might be important for lobby spaces and/or police areas.

**AB: Agreed**

Item 7

We are looking into this matter. We are assuming that the kitchen will function as a break room area for town employees but also as a kitchen for anyone who might rent the community room. Is that assumption correct? If so, we should keep the stovetop.

**AB: I am not so much concerned about rental as the need to service employees stationed on the Island after a natural disaster. Secondary to that is the need to prepare food for staff working long days. Preference is to have a cooktop.**

Item 9

We have designed to porch ceiling height to allow for fans and should be used in the design.

Item 10

We will handle this item. We will design the evidence room to the standard that we use on all of our applicable projects.

Item 11

Yes, one of the systems should be used in those areas (evidence & server). We can have them include both systems as alternates.

Item 12

Currently working with you on that.

Item 13

I believe there has been a flow test performed. I found a document that has that information on it and forwarded it to DWG.

**AB: Any questions about flow contact Greg Gress at W&S 843-883-5748.**

Item 14

Looking for direction on this one. It is basically a decision on batteries that will have to be replaced or hard-wired which adds some cost to the fixtures.

**AB: Prefer hard wire.**

Item 15

Please advise. Not sure of requirements for your staff and the police staff.

AB: Yes workstations utilize two monitors. Also need to provide cable outlets in a few areas.

Item 16

We will answer this.

Item 17

We will answer this.

Item 18

Please advise. Server and maybe the copy machines?

AB: Server rack, possible telephone system, 3 copiers.

Item 19

We think that there will be an additional fridge in the briefing room of the police area.

AB: Correct

Item 20

Please advise. Might not be a bad idea if the kitchen is rented out with the community room.

AB: Preferred

Item 21

Please advise. Not sure of the need for a total building lighting system. The code requires occupancy sensors and we think that the community room should have some control center for lighting.

AB: Agreed that total not necessary but certainly in community room.

Item 22

Please advise. We feel that the room might be for private group meetings, maybe a small wedding, or other similar events. There will be a need to have more than just the required lighting. There may be some qualitative lighting to support the varies events that might be hosted there.

AB: I am not sure this room is for rent – Council comment.

Item 23

We will answer this.

Item 24

We think that it is a good idea. We have been selling this thing as a design that is integrated into the park. The performance lawn may need to have electrical connections for any events that happen outside.

AB: Yes - needed.

Please let me know your thoughts on these items and as always call me with any questions.

Thank you!

## Outstanding Items List (OIL)

Project: Sullivans Island Town Hall  
 Project No: 13191  
 Client: Creech



Item	Date Initiated	Discipline	Item	Responsible party	Date Required	A/E Recommendation	Resolution	Date Resolved	Resolved by (firm/individual)	Reviewed by:	Date Reviewed
1	09/22/14	Electrical	Does the owner have a preferred generator provider? DWG has done some initial coordination with Caterpillar regarding sizing and availability.	Owner							
2	09/22/14	Electrical	Does the owner have a sole source fire alarm provider?	Owner							
3	09/22/14	Electrical	Is a whole-building speaker system desired?	Owner							
4	09/22/14	Electrical	Will an A/V contractor be on board for the AV design?								
5	09/22/14	Electrical	What are the A/V requirements of the Community room? Is white noise suppression desired to keep conversations private near the bench?	Owner							
6	09/22/14	Electrical	What security requirements are desired? Access controls at doorways, cameras?	Owner							
7	09/22/14	Mechanical	A stovetop is shown in the break room. If the stovetop is installed, it will require the installation of a Type I kitchen hood, welded grease duct, and a kitchen exhaust fan discharged to the exterior. A make-up air fan with heating/cooling would be recommended to maintain building pressure. The exhaust discharge will need to be 10'-0" from any intake or operable building opening.	Owner		Due to the limited available mechanical roof space and above ceiling space, it would be recommended to not install a stovetop. If it is required by the owner, additional mechanical roof area will most likely be required, as well as soffits/ceiling space to route the ducts.					
8	09/22/14	Electrical	Who performs IT services for Sullivans Island? Please provide a contact.	Owner							
9	09/22/14	Electrical	Are ceiling fans on the porches? They would be especially beneficial on the back porch during rental events to facilitate the functionality of the porch.	Owner							
10	09/22/14	Electrical / Mechanical	Is there a requirements document/standard for the evidence room that can be provided?	Owner							
11	09/22/14	FP	Would a pre-action and/or chemical suppression system be desired in the Evidence Storage Room?	Creech / Owner		It is recommended that the pre-action and chemical suppression system be designed and included in the documents as an alternate.					

DF-12

12	09/22/14	All	What is the scope of work for the future expansion area on the 2nd floor.	Creech / Owner							
13	09/22/14	PPF	A fire flow test is required for our documents. Please provide flow and pressure information.	Civil							
14	09/22/14	Plumb	The narrative describes flush valve sensor water closets and sensor faucets. They shall be hard-wired to reduce maintenance impact. Is this still an acceptable approach?	Creech / Owner							
15	09/22/14	Mech/Elect	Is it expected that workstations will utilize two monitors or one?	Creech / Owner							
16	09/22/14	Mech	Please provide building envelope information including wall assembly, roof assembly, window SHGC and U-value.	Creech							
17	09/22/14	Mech	What is the code maximum occupancy for the building and expected occupancies for each space?	Creech / Owner							
18	09/22/14	Mech/Elect	Are there any pieces of equipment that produce a high level of heat output? Such as printers, copiers, large shredders, etc.			Please forward equipment plan and / or cutsheets					
19	09/22/14	Electrical / Mechanical	A refrigerator can be seen in the break room, are there any other refrigerators planned for the facility?								
20	09/22/14	Electrical / Mechanical	Is a garbage disposal desired in the break room sink? Will a dishwasher be installed in the break room?								
21	09/22/14	Electrical	Is there a desire to have a lighting control system for the facility?	Owner		The code does required occupancy sensors at a minimum, however a central system can add functionality, but also cost.					
22	09/22/14	Electrical	What type of functions will the space be rented out for and is there a need for lighting in addition to what is required for judicial procedures and town meetings?	Owner							
23	09/25/14	All	It doesn't appear that ceilings are showing up in the most recent model.	Creech							
24	09/25/14	Electrical	Is there a requirement for an exterior power pole or receptacle that could be utilized for entertainment (bands, etc.)	Owner							

PF-13

# **RECREATION COUNCIL WORKSHOP**

**October 6, 2014**

**Chairwoman Mary Jane Watson  
Members Hartley Cooper and Susan Middaugh**

All matters relating to the creation, expansion or improvement of facilities and programs in the area of parks and recreation; and community wellness programs.

## **I. Matters for Action by Council**

## **II. Matters for Discussion by Council**

1. Battery Gadsden – General discussion of lease agreement for Battery Gadsden to Battery Gadsden Cultural Center Inc.

## **III. New Matters Presented to Council**

No new matters presented to Council at this time.

## **IV. Matters Pending Further Action by Council**

1. Moultrie News 50<sup>th</sup> Anniversary Celebration – The Moultrie News would like to celebrate its 50<sup>th</sup> anniversary with Island residents on or about October 17, 2014 with an event in the Park.
2. Park Waste and Recycle Containers – The Park Foundation is proposing a weather proof and aesthetic enhanced container for the waste and recycle 95 gallon rolling bins.

## Andy Benke

---

**From:** Yodice, Mark <yodice.m@thomasandhutton.com>  
**Sent:** Thursday, September 25, 2014 8:07 AM  
**To:** Andy Benke  
**Subject:** FW: Sullivan's Island Citadel Playground Tennis Courts

Sorry. I did not look closely when the auto fill entered your name/email address. Boy you are up working early.

Mark Yodice  
Thomas & Hutton  
[yodice.m@thomasandhutton.com](mailto:yodice.m@thomasandhutton.com)  
(P) 843-725-5236 (F) 843-849-0203  
[Website](#) | [vCard](#)

---

**From:** surfer1966@comcast.net [mailto:surfer1966@comcast.net]  
**Sent:** Thursday, September 25, 2014 5:17 AM  
**To:** Yodice, Mark  
**Cc:** Dropped Pin Andy Benke  
**Subject:** Re: Sullivan's Island Citadel Playground Tennis Courts

Thanks.

In the meanwhile I will work on the contractor RFP and contract.

I think you may have sent this message to my home email by mistake.

Thanks,  
Andy

----- Original Message -----

**From:** Mark Yodice  
**To:** Dropped Pin Andy Benke  
**Sent:** September 24, 2014 at 11:37 PM  
**Subject:** Sullivan's Island Citadel Playground Tennis Courts

Andy

The geotechnical field work has been completed and we are waiting on the report of its findings. We have been scheduling the field survey for the last few days but the rain has put us behind. If the weather is good we should finish the field survey in a few days. After the survey is converted into a usable AutoCAD file, we should have a sketch/rough plan of improvements for you within 2 weeks. After receiving comments and direction, packages could be submitted for permits within another 2 to 3 weeks. Typical permitting time has been running 6 to 8 weeks.

I hope this helps. Please contact me if you have any questions. Thank you.

Mark Yodice  
Team Coordinator  
Thomas & Hutton  
[yodice.m@thomasandhutton.com](mailto:yodice.m@thomasandhutton.com)  
(P) 843-725-5236 (F) 843-849-0203  
[Website](#) | [vCard](#)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

LEASE AGREEMENT

This lease Agreement is made and entered into as of this 21st day of October, 2014 by and between the Town of Sullivan’s Island (hereinafter referred to as “Landlord”) and the Battery Gadsden Cultural Center, Inc. (hereinafter referred to as “Tenant”).

WITNESSETH:

**WHEREAS**, Landlord is the owner of the below-described property and firmly believes it is in the best interests of the Town of Sullivan’s Island to have the Battery Gadsden Cultural Center, Inc. located and operating thereon, and desires to cooperate with the Tenant in having a presence on the below-described property; and,

**WHEREAS**, the use of said premises for a means to preserve and provide access to the civilian history of Sullivan’s Island; to provide a space for display of art and artifacts; to provide a space for artists to work and display artistic creation; and, to provide a space for community events and artistic performances; and,

**WHEREAS**, the use of said premises for a cultural center is a material obligation of the Tenant under this lease agreement; and,

**WHEREAS**, the Tenant will allow membership to any individual in good standing;

**NOW, THEREFORE**, in consideration of the terms and conditions within the lease and the mutual promises and covenants herein contained and further in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other value consideration paid by Tenant, receipt whereof, which is acknowledged, Landlord does hereby lease and let to lease, and Tenant hereby takes and hires from Landlord upon and subject to the terms, conditions and provisions of this lease, the premises hereinafter described, together with all of the improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, for the term and upon the conditions of this lease as hereinafter provided.

1. **PROPERTY LEASED.** The real property located within the Town of Sullivan's Island, described in part, as TMS 529-09-00-069, located at 1921 Ion Avenue and encompassing approximately the western most room of Battery Gadsden as depicted on Exhibit "A" being the area between points designated as "A", "B", "C" and "D", which is attached hereto and incorporated herein by referenced (the Leased Property). Landlord will provide non-exclusive easements of access and egress by any and all pedestrian and vehicular means, including vehicles and bicycles from Ion Avenue to the Leased Property for the term of this lease.
2. **TERM.** The term of this Lease shall be for a period of two years commencing on the 21<sup>st</sup> October, 2014 and ending on the 20th day of October 2016. Landlord reserves the right to extend lease for second two year term or cancel lease at the end of each term. Tenant shall provide Landlord with written notice with its request to renew the lease on or before August 1, 2016.

At the end of this term, if another Lease Agreement is not entered into, this Lease Agreement shall be extended for successive one month periods and be considered a month-to-month tenancy. The amount of rent may be adjusted at this time, provided Landlord gives Tenant thirty (30) days written notice prior to the adjustment. If the Landlord gives no written notice of adjusting the rent amount, then the rent shall be pro-rated to a monthly basis.

If the Tenant intends to vacate the premises at the termination of this agreement or at any extension thereof, Tenant shall notify the Landlord, in writing, at least thirty (30) days prior to the date specified in the notice in the case of any extension that Tenant intends to vacate.

If the Landlord intends to end the tenancy at the termination date of this agreement, he may do so by giving Tenant at least thirty (30) days' notice, in writing, of his desire to so end the agreement.

Landlord may terminate any extension of this agreement by notifying the Tenant, in writing, at least thirty (30) days before the date specified in the notice.

3. **RENT.** Tenant agrees to pay rent hereunder to Landlord payable in advance upon the signing of this Lease in the amount of Ten and No/100 (\$10.00) Dollars.
4. **USE OF THE LEASED PROPERTY.** The Leased Property and all of the improvements located thereon, or to be located, shall be used by the Tenant only for the purposes of providing a gathering place for individuals interested in the civilian history of Sullivan's Island, providing a space for display of art and artifacts; providing a space for artists to work and display artistic creation; and to provide a space for community events and artistic performances.

**proposed edits for second reading 10-21-14**

Tenant further agrees not to use the premises for any commercial or profit making ventures. Tenant may ask permission from Landlord to conduct any profit making activity. Permission shall be given in writing before the commencement of any such activity. Landlord may permit or deny permission in its sole discretion.

Tenant further acknowledges and agrees that Landlord shall have the right and authority to permit other people, groups or entities to use the exterior of the leased structure for such activities as the Landlord may in its sole direction, deem proper. Tenant further agrees to cooperate with the Landlord and/or the permitted person, group or entity so as not to interfere with the permitted activity.

Tenant further agrees not to allow any public functions without the express written permission of the Town of Sullivan's Island and agrees not to generate excessive noise or congestion taking into consideration the proximity of the lease premises to residences.

5. **REVERSION.** The lease premises shall revert to the possession and control of the Landlord at the end of the lease term, or upon the breach of any provision herein or any default by the Tenant. No notice shall be required for such reversion to occur; provided, however, Landlord may permit the Tenant an opportunity to cure any such default within the period of no longer than thirty (30) days from the occurrence of said breach or default.

Once the structure is available for use for its intended purpose, any abandonment of that continuous use and purpose by the Tenant shall be a default and breach of this lease agreement. In such circumstances, the premises shall revert to the Landlord and the lease terminates.

Failure of the Tenant to maintain continuous use of the property as a cultural center for a period of two (2) months shall constitute abandonment of the lease and the premises. In the event that such abandonment occurs, then, in that event, the Landlord may terminate the lease, enter the premises, take control of the premises and use the premises for its purposes or lease said premises without encumbrance from the terminated lease herein. Any personal property remaining in the Leased Property at the expiration of the lease period shall be deemed abandoned by the Tenant, and Landlord may claim the same and shall in no circumstances have any liability to Tenant therefore.

6. **CONDITION AND MAINTENANCE OF THE LEASED PROPERTY.** The Tenant accepts the property in its present condition. Landlord makes no representations or warranties, either expressed or implied, regarding the condition of

**proposed edits for second reading 10-21-14**

the Leased Property, or its fitness for any purpose. Tenant agrees to at all times during the term of this Lease obtain approval by the Landlord for all improvements, construction, repairs, maintenance and replacements, ordinary or extraordinary, along with all infrastructure necessary to provide any and all utilities to the property. All such improvements shall be built in accordance with the laws, ordinances and building codes of the Town of Sullivan's Island, the County of Charleston, and the State of South Carolina.

7. **TAXES AND INSURANCE.** Tenant agrees to be responsible for all taxes, if any, and all insurance required on the premises.
8. **UTILITIES.** Tenant agrees to be responsible for providing and bringing all utilities to the property, and for paying all utilities on the Leased Property.
9. **ASSIGNMENT OR SUBLEASE.** Tenant shall not have the right to assign or sublet the Leased Property to any other entity. Tenant shall not assign, transfer, mortgage or pledge or otherwise encumber or dispose of this Lease, or sublet the premises, or any part thereof, without written approval of the Landlord. If this Lease is sublet, assigned, mortgaged, pledged, or otherwise encumbered or disposed of, or occupied without the Landlord's written permission, this Lease, at the option of the Landlord, be terminated by a seven (7) day written notice to the Tenant.
10. **IMPROVEMENTS AND ALTERATIONS.** Any improvement or alterations to the structure interior or exterior shall not be made without the prior written consent of the Landlord. Tenant hereby agrees that any improvements or alterations give consideration to compatibility of the existing buildings located nearby and within the Town, with intentions to achieve neighborhood compatibility. In achieving neighborhood compatibility, the Tenant shall consider the standards of neighborhood compatibility as set out in Section 21-111 of the Town of Sullivan's Island Ordinances. Furthermore, Tenant hereby agrees that any improvements or alterations give consideration to the historic nature of the structure.
11. **HISTORIC STRUCTURE AND SITE.** The Zoning Ordinance of the Town of Sullivan's Island provides for the creation of a Historic Preservation Overlay District, designed to protect properties that have been determined architecturally, archaeologically, culturally or historically significant to the Town. The Town has determined that the historic, architectural, cultural and aesthetic features of the Town represent valuable resources. Tenant agrees to promote, preserve, protect and enhance the structure and its site in accordance with the Zoning Ordinance of the Town and in compliance with all federal, state and local laws.

12. **FACILITY USE BY LANDLORD.** Tenant agrees that use of the facility by the Landlord may benefit the community. Tenant agrees to provide use of the facility at no cost with reasonable notice from the Landlord.
13. **ENVIRONMENTAL COMPLIANCE BY TENANT.** Tenant agrees, that under all circumstances, Tenant shall comply with all federal, state and local laws, ordinances, rules and regulations which are applicable, as to the conduct of Tenant's business as it relates to the environment, including but not limited to, spillage, pollution and storage. Tenant shall not use, store or generate hazardous substances, as that term is otherwise defined in this Lease, at the Leased Property. Tenant will indemnify and hold harmless Landlord, its Council members, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expense of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to acts or omissions of Tenant, Tenant's officers, directors, agents, members, contractors, subcontractors and invitees with respect to (i) the generation, manufacture, or operations involving transport, treatment, storage, handling, production, processing, disposal, release of any hazardous materials which are on, from or affecting the premises, including without limitation, the soil, water, vegetation, building and improvements on the premises; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached, or governmental order relating to such hazardous materials; and (iv) any violations of laws, orders, regulations, requirements or demands of governmental authorities which are based upon or related to such hazardous materials including, without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs, and litigation expenses. This indemnification will survive this Lease.
14. **LIENS.** Tenant shall not create any liens for labor or materials against Landlord's or Tenant's interest in the premises. All persons contracting with the Tenant for repair or improvements on the premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only to secure the payment of any bill for work done or material furnished during the rental period of this lease. In the event that liens are placed on record against the premises by contractors, mechanics, laborers, material suppliers or others because of any action by Tenant, such placement of liens shall constitute a default of this lease by Tenant, unless said lien(s) are bonded by Tenant and removed from said premises within fourteen (14) days. Tenant shall require a written waiver of liens from all laborers, material suppliers, contractors, mechanics or others releasing any claim to Landlord's interest in said premises.
15. **DAMAGE OR DESTRUCTION.** In the event any of the structure(s) located, or to be located, on the Leased Property are damaged and require replacement, or repair, the

requirements of this Lease shall apply to any new structures or improvements being made to the property in the future.

**16. INSURANCE TO BE PROVIDED BY TENANT.**

(a) Coverage and Amount. During the Term, Tenant shall maintain policies of insurance at its sole cost and expense as follows:

- (i) Commercial General Liability Insurance, including property damage, insuring Tenant and with Landlord as an additional insured (and any Mortgagee or other person or persons whom Landlord may reasonably designate, called "Additional Insured" in this Lease) from and against claims, demands, actions, or liability for injury to, or death of any persons and for damages to property arising from or related to the use or occupancy of the Premises or the operations of Tenant's business. This policy must contain, but not be limited to, coverage for premises and operations, products and completed operations, maintenance and use of owned, non-owned, or hired automobiles, bodily injury, and property damage. The policy must have limits in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. This insurance will include a contractual coverage endorsement insuring the performance by Tenant of its indemnity agreements contained in this Lease.
- (ii) Tenant may, at its option, obtain insurance policies covering its furnishings, fixtures, equipment and articles of personal property (collectively, "Personal Property") in the Leased Property, and Tenant shall either cause Landlord to be named as an insured party under such policies (without entitling Landlord to receive any loss proceeds thereof) or obtain the insurer's waiver of all rights of subrogation against Landlord with respect to losses insured under such policies. Landlord shall have no liability for any damages incurred to any of Tenant's furnishings, fixtures, equipment and articles or personal property in the Leased Property.

Tenant shall provide to Landlord prior to commencing any activity pursuant to this lease, certificate(s) of insurance evidencing the insurance required pursuant to this Section 16.

(b) Recognized Insurance Companies. All insurance provided for in this paragraph shall be effected under valid and enforceable policies issued by insurers which are licensed to do business in the State of South Carolina and shall be written on the standard policies of such companies and shall provide for no deductible in excess of \$1,000.00 if available at reasonable cost. Tenant shall be responsible for any deductible.

- (c) Landlord's Non-Liability, Tenants Own Insurance. Other than for loss or damage caused by or resultant from the gross negligence or willful misconduct of Landlord, Tenant hereby waives all right of recovery which it might have against Landlord, Landlord's agents and employees, for loss or damage to Tenant's furniture, furnishings, fixtures, equipment, chattels and articles of personal property located on the Leased Property, nor shall Landlord be liable for any business interruption, or injury to or death of persons occurring in the Leased Property, or in any manner growing out of or in connection with Tenant's use and occupation of the Leased Property or the condition thereof, notwithstanding that such loss or damage may result from the negligence or fault of Landlord.

Tenant shall advise Landlord promptly of the applicable provisions of such insurance policies and notify Landlord promptly of any cancellation or changes therein.

All insurance carried by Tenant as to the Leased Property or as to any property located thereon or therein, whether or not such insurance is carried pursuant to this Lease, shall provide that the insurer waives all right of subrogation against Landlord with respect to losses insured under such policies.

17. **INDEMNITY.** Tenant is and shall be in exclusive control and possession of the Leased Property as provided herein, and Landlord shall not be liable for any injury or damage to any property or to any person happening on or about the Leased Property, nor for any injury or damage to the Leased Property, nor to any property of Tenant, or of any person contained therein except as a result of the gross negligence of Landlord or Landlord's Council members, employees, agents, contractors, licensees and invitees.

Tenant shall indemnify and hold Landlord harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Landlord by reason of:

- (i) Any work or thing done in, on or about the Leased Property or any part thereof;
- (ii) Any use, occupation, condition, operation of the Leased Property or any part thereof or of any street, alley, sidewalk, curb vault, passageway or space adjacent thereto or any occurrence on any of the same;
- (iii) Any act or omission of the part of Tenant or any subtenant or any Board Members, Directors, members, licensees or invitees;

**proposed edits for second reading 10-21-14**

- (iv) Any accident, injury (including death) or damage to any person or property occurring in, on or about the Leased Property; or any part thereof or in, on or about any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto; and,
- (v) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease, or recording of this Lease. The provisions of this paragraph shall survive the expiration and earlier termination hereof.

Nothing contained herein shall be construed as an indemnification for injury to persons arising as a result of the gross negligence or willful misconduct of the Landlord.

**18. ZONING ENFORCEMENT POWERS.** The parties hereby agree that all enforcement powers of the Town of Sullivan's Island, as contained in the Zoning Ordinance of the Town of Sullivan's Island, shall apply to the Leased Property and the construction, operation, occupancy, and use of the structure as if the Leased Property were zoned in any zoning category of the Zoning Ordinance. Notwithstanding any other provision in this lease agreement and notwithstanding any uncertainty of the zoning of the Leased Property, the Town of Sullivan's Island shall retain the unrestricted right, authority and power to use any and all enforcement procedures of the Zoning Ordinance of the Town of Sullivan's Island on the Leased Property in its sole discretion.

**19. Additional Obligations of the Tenant.** In addition to the provisions of the Lease herein, Tenant is obligated to:

- (i) Provide a membership on its Board of Directors who will be a member of Town Council or designee of Council with full voting rights after the first year of the lease;
- (ii) Shall provide Landlord with complete set of keys for all locks securing the property.
- (iii) Permit Landlord access to the property at all times with reasonable notice to Tenant.
- (iv) Provide a copy of Certificate of Insurance for any Contractor, Sub-Contractor or Vendor engaged to provide service to Tenant on the Leased Property.
- (v) Ensure Contractor, Sub-Contractor or Vendor engaged to provide service to Tenant on the Leased Property shall have acquired a business license from the Town of Sullivan's Island.
- (vi) Remain in good standing with the Office of the Secretary of State of South Carolina annually and provide evidence of same to Landlord annually.

- (vii) Provide on an annual basis a copy of its membership roster.
- (viii) *The majority of Members of the Battery Gadsden Cultural Center Inc. shall be residents of the Town of Sullivan's Island.*
- (ix) *All of the residents of the Town of Sullivan's Island are eligible for membership.*
- (x) *Board members shall be elected by the Members at the Annual Meeting.*
- (xi) *Board may appoint Board members to vacancies until the next Annual Meeting of Members. If two or more Board vacancies occur, a Special Meeting of the Members shall be held to elect new Board members.*
- (xii) *Membership fees shall not be excessive.*
- (xiii) *The Board shall send regular reports to Town Council of its operations and actions, at least once annually.*
- (xiv) *All meetings of the Board and the Members shall be open to the public with public notice.*

**20. LEGAL EXPENSES.** If suit shall be brought or claim shall be made (whether or not suit is commenced or judgment entered) for recovery of possession of the Leased Property, and/or for the recovery of rent or any other amount due under provisions of this Lease, or because of any other covenant contained herein, and the breach is established, the prevailing party, in addition to all other sums and relief obtained, shall be entitled to all expenses incurred therefore, including reasonable attorneys' fees and costs.

**21. WAIVER OF RIGHTS.** No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder, or to insist on the other party's strict compliance with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms of this Lease at a future time. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

**22. SECTION HEADINGS.** The section headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed to be part of each paragraph or as a limitation on the scope of the particular paragraph to which they refer.

**23. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement. This Agreement may be changed or supplemented only by instrument in writing signed by both parties.

24. **NOTICE.** Any notices or demand required or permitted by law, or any provision of this Lease, shall be in writing, and shall be deemed to be received by Landlord when personally delivered to Landlord, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to the Town of Sullivan’s Island, 2050-B Middle Street, Sullivan’s Island, SC 29482, or at such other address as Landlord may hereafter designate in writing to Tenant.

Any notice or demand to be served upon the Tenant shall be in writing and shall be deemed to be received by Tenant when personally delivered to Tenant, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed to Tenant at Post Office Box 816, Sullivan’s Island, SC, 29482.

25. **GOVERNING LAW: ENFORCEMENT.** This Agreement shall be governed by the laws of the State of South Carolina. If either party enforces the terms of this Lease by legal proceedings, the prevailing party in such proceedings shall be entitled to reimbursement from the other party to all reasonable costs and expenses incurred by the prevailing party in connection therewith, including reasonable attorney’s fees, at all trial and appellate levels.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date stated above.**

Town of Sullivan’s Island

Witness:

\_\_\_\_\_

\_\_\_\_\_

By:

ITS:

Battery Gadsden Cultural Center, Inc.

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

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**WHEREAS**, the use of said premises for a means to preserve and provide access to the civilian history of Sullivan's Island; to provide a space for display of art and artifacts; to provide a space for artists to work and display artistic creation; and, to provide a space for community events and artistic performances; and,

**WHEREAS**, the use of said premises for a cultural center is a material obligation of the Tenant under this lease agreement; and,

**WHEREAS**, the Tenant will allow membership to any individual in good standing;

**NOW, THEREFORE**, in consideration of the terms and conditions within the lease and the mutual promises and covenants herein contained and further in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other value consideration paid by Tenant, receipt whereof, which is acknowledged, Landlord does hereby lease and let to lease, and Tenant hereby takes and hires from Landlord upon and subject to the terms, conditions and provisions of this lease, the premises hereinafter described, together with all of the improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, for the term and upon the conditions of this lease as hereinafter provided.

1. **PROPERTY LEASED.** The real property located within the Town of Sullivan's Island, described in part, as TMS 529-09-00-069, located at 1921 Ion Avenue and encompassing approximately the western most room of Battery Gadsden as depicted on Exhibit "A" being the area between points designated as "A", "B", "C" and "D", which is attached hereto and incorporated herein by referenced (the Leased Property). Landlord will provide non-exclusive easements of access and egress by any and all pedestrian and vehicular means, including vehicles and bicycles from Ion Avenue to the Leased Property for the term of this lease.
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5. **REVERSION.** The lease premises shall revert to the possession and control of the Landlord at the end of the lease term, or upon the breach of any provision herein or any default by the Tenant. No notice shall be required for such reversion to occur; provided, however, Landlord may permit the Tenant an opportunity to cure any such default within the period of no longer than thirty (30) days from the occurrence of said breach or default.

Once the structure is available for use for its intended purpose, any abandonment of that continuous use and purpose by the Tenant shall be a default and breach of this lease agreement. In such circumstances, the premises shall revert to the Landlord and the lease terminates.

Failure of the Tenant to maintain continuous use of the property as a cultural center for a period of two (2) months shall constitute abandonment of the lease and the premises. In the event that such abandonment occurs, then, in that event, the Landlord may terminate the lease, enter the premises, take control of the premises and use the premises for its purposes or lease said premises without encumbrance from the terminated lease herein. Any personal property remaining in the Leased Property at the expiration of the lease period shall be deemed abandoned by the Tenant, and Landlord may claim the same and shall in no circumstances have any liability to Tenant therefore.

6. **CONDITION AND MAINTENANCE OF THE LEASED PROPERTY.** The Tenant accepts the property in its present condition. Landlord makes no representations or warranties, either expressed or implied, regarding the condition of

the Leased Property, or its fitness for any purpose. Tenant agrees to at all times during the term of this Lease obtain approval by the Landlord for all improvements, construction, repairs, maintenance and replacements, ordinary or extraordinary, along with all infrastructure necessary to provide any and all utilities to the property. All such improvements shall be built in accordance with the laws, ordinances and building codes of the Town of Sullivan's Island, the County of Charleston, and the State of South Carolina.

7. **TAXES AND INSURANCE.** Tenant agrees to be responsible for all taxes, if any, and all insurance required on the premises.
8. **UTILITIES.** Tenant agrees to be responsible for providing and bringing all utilities to the property, and for paying all utilities on the Leased Property.
9. **ASSIGNMENT OR SUBLEASE.** Tenant shall not have the right to assign or sublet the Leased Property to any other entity. Tenant shall not assign, transfer, mortgage or pledge or otherwise encumber or dispose of this Lease, or sublet the premises, or any part thereof, without written approval of the Landlord. If this Lease is sublet, assigned, mortgaged, pledged, or otherwise encumbered or disposed of, or occupied without the Landlord's written permission, this Lease, at the option of the Landlord, be terminated by a seven (7) day written notice to the Tenant.
10. **IMPROVEMENTS AND ALTERATIONS.** Any improvement or alterations to the structure interior or exterior shall not be made without the prior written consent of the Landlord. Tenant hereby agrees that any improvements or alterations give consideration to compatibility of the existing buildings located nearby and within the Town, with intentions to achieve neighborhood compatibility. In achieving neighborhood compatibility, the Tenant shall consider the standards of neighborhood compatibility as set out in Section 21-111 of the Town of Sullivan's Island Ordinances. Furthermore, Tenant hereby agrees that any improvements or alterations give consideration to the historic nature of the structure.
11. **HISTORIC STRUCTURE AND SITE.** The Zoning Ordinance of the Town of Sullivan's Island provides for the creation of a Historic Preservation Overlay District, designed to protect properties that have been determined architecturally, archaeologically, culturally or historically significant to the Town. The Town has determined that the historic, architectural, cultural and aesthetic features of the Town represent valuable resources. Tenant agrees to promote, preserve, protect and enhance the structure and its site in accordance with the Zoning Ordinance of the Town and in compliance with all federal, state and local laws.

12. **FACILITY USE BY LANDLORD.** Tenant agrees that use of the facility by the Landlord may benefit the community. Tenant agrees to provide use of the facility at no cost with reasonable notice from the Landlord.
13. **ENVIRONMENTAL COMPLIANCE BY TENANT.** Tenant agrees, that under all circumstances, Tenant shall comply with all federal, state and local laws, ordinances, rules and regulations which are applicable, as to the conduct of Tenant's business as it relates to the environment, including but not limited to, spillage, pollution and storage. Tenant shall not use, store or generate hazardous substances, as that term is otherwise defined in this Lease, at the Leased Property. Tenant will indemnify and hold harmless Landlord, its Council members, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expense of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to acts or omissions of Tenant, Tenant's officers, directors, agents, members, contractors, subcontractors and invitees with respect to (i) the generation, manufacture, or operations involving transport, treatment, storage, handling, production, processing, disposal, release of any hazardous materials which are on, from or affecting the premises, including without limitation, the soil, water, vegetation, building and improvements on the premises; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached, or governmental order relating to such hazardous materials; and (iv) any violations of laws, orders, regulations, requirements or demands of governmental authorities which are based upon or related to such hazardous materials including, without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs, and litigation expenses. This indemnification will survive this Lease.
14. **LIENS.** Tenant shall not create any liens for labor or materials against Landlord's or Tenant's interest in the premises. All persons contracting with the Tenant for repair or improvements on the premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only to secure the payment of any bill for work done or material furnished during the rental period of this lease. In the event that liens are placed on record against the premises by contractors, mechanics, laborers, material suppliers or others because of any action by Tenant, such placement of liens shall constitute a default of this lease by Tenant, unless said lien(s) are bonded by Tenant and removed from said premises within fourteen (14) days. Tenant shall require a written waiver of liens from all laborers, material suppliers, contractors, mechanics or others releasing any claim to Landlord's interest in said premises.
15. **DAMAGE OR DESTRUCTION.** In the event any of the structure(s) located, or to be located, on the Leased Property are damaged and require replacement, or repair, the

requirements of this Lease shall apply to any new structures or improvements being made to the property in the future.

**16. INSURANCE TO BE PROVIDED BY TENANT.**

(a) Coverage and Amount. During the Term, Tenant shall maintain policies of insurance at its sole cost and expense as follows:

- (i) Commercial General Liability Insurance, including property damage, insuring Tenant and with Landlord as an additional insured (and any Mortgagee or other person or persons whom Landlord may reasonably designate, called "Additional Insured" in this Lease) from and against claims, demands, actions, or liability for injury to, or death of any persons and for damages to property arising from or related to the use or occupancy of the Premises or the operations of Tenant's business. This policy must contain, but not be limited to, coverage for premises and operations, products and completed operations, maintenance and use of owned, non-owned, or hired automobiles, bodily injury, and property damage. The policy must have limits in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. This insurance will include a contractual coverage endorsement insuring the performance by Tenant of its indemnity agreements contained in this Lease.
- (ii) Tenant may, at its option, obtain insurance policies covering its furnishings, fixtures, equipment and articles of personal property (collectively, "Personal Property") in the Leased Property, and Tenant shall either cause Landlord to be named as an insured party under such policies (without entitling Landlord to receive any loss proceeds thereof) or obtain the insurer's waiver of all rights of subrogation against Landlord with respect to losses insured under such policies. Landlord shall have no liability for any damages incurred to any of Tenant's furnishings, fixtures, equipment and articles or personal property in the Leased Property.

Tenant shall provide to Landlord prior to commencing any activity pursuant to this lease, certificate(s) of insurance evidencing the insurance required pursuant to this Section 16.

(b) Recognized Insurance Companies. All insurance provided for in this paragraph shall be effected under valid and enforceable policies issued by insurers which are licensed to do business in the State of South Carolina and shall be written on the standard policies of such companies and shall provide for no deductible in excess of \$1,000.00 if available at reasonable cost. Tenant shall be responsible for any deductible.

- (c) Landlord's Non-Liability, Tenants Own Insurance. Other than for loss or damage caused by or resultant from the gross negligence or willful misconduct of Landlord, Tenant hereby waives all right of recovery which it might have against Landlord, Landlord's agents and employees, for loss or damage to Tenant's furniture, furnishings, fixtures, equipment, chattels and articles of personal property located on the Leased Property, nor shall Landlord be liable for any business interruption, or injury to or death of persons occurring in the Leased Property, or in any manner growing out of or in connection with Tenant's use and occupation of the Leased Property or the condition thereof, notwithstanding that such loss or damage may result from the negligence or fault of Landlord.

Tenant shall advise Landlord promptly of the applicable provisions of such insurance policies and notify Landlord promptly of any cancellation or changes therein.

All insurance carried by Tenant as to the Leased Property or as to any property located thereon or therein, whether or not such insurance is carried pursuant to this Lease, shall provide that the insurer waives all right of subrogation against Landlord with respect to losses insured under such policies.

17. **INDEMNITY.** Tenant is and shall be in exclusive control and possession of the Leased Property as provided herein, and Landlord shall not be liable for any injury or damage to any property or to any person happening on or about the Leased Property, nor for any injury or damage to the Leased Property, nor to any property of Tenant, or of any person contained therein except as a result of the gross negligence of Landlord or Landlord's Council members, employees, agents, contractors, licensees and invitees.

Tenant shall indemnify and hold Landlord harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Landlord by reason of:

- (i) Any work or thing done in, on or about the Leased Property or any part thereof;
- (ii) Any use, occupation, condition, operation of the Leased Property or any part thereof or of any street, alley, sidewalk, curb vault, passageway or space adjacent thereto or any occurrence on any of the same;
- (iii) Any act or omission of the part of Tenant or any subtenant or any Board Members, Directors, members, licensees or invitees;

- (iv) Any accident, injury (including death) or damage to any person or property occurring in, on or about the Leased Property; or any part thereof or in, on or about any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto; and,
- (v) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease, or recording of this Lease. The provisions of this paragraph shall survive the expiration and earlier termination hereof.

Nothing contained herein shall be construed as an indemnification for injury to persons arising as a result of the gross negligence or willful misconduct of the Landlord.

**18. ZONING ENFORCEMENT POWERS.** The parties hereby agree that all enforcement powers of the Town of Sullivan's Island, as contained in the Zoning Ordinance of the Town of Sullivan's Island, shall apply to the Leased Property and the construction, operation, occupancy, and use of the structure as if the Leased Property were zoned in any zoning category of the Zoning Ordinance. Notwithstanding any other provision in this lease agreement and notwithstanding any uncertainty of the zoning of the Leased Property, the Town of Sullivan's Island shall retain the unrestricted right, authority and power to use any and all enforcement procedures of the Zoning Ordinance of the Town of Sullivan's Island on the Leased Property in its sole discretion.

**19. Additional Obligations of the Tenant.** In addition to the provisions of the Lease herein, Tenant is obligated to:

- (i) **Provide a membership on its Board of Directors who will be a member of Town Council or designee of Council with full voting rights after the first year of the lease;**
- (ii) Shall provide Landlord with complete set of keys for all locks securing the property.
- (iii) Permit Landlord access to the property at all times with reasonable notice to Tenant.
- (iv) Provide a copy of Certificate of Insurance for any Contractor, Sub-Contractor or Vendor engaged to provide service to Tenant on the Leased Property.
- (v) Ensure Contractor, Sub-Contractor or Vendor engaged to provide service to Tenant on the Leased Property shall have acquired a business license from the Town of Sullivan's Island.
- (vi) Remain in good standing with the Office of the Secretary of State of South Carolina annually and provide evidence of same to Landlord annually.

(vii) Provide on an annual basis a copy of its membership roster.

20. **LEGAL EXPENSES.** If suit shall be brought or claim shall be made (whether or not suit is commenced or judgment entered) for recovery of possession of the Leased Property, and/or for the recovery of rent or any other amount due under provisions of this Lease, or because of any other covenant contained herein, and the breach is established, the prevailing party, in addition to all other sums and relief obtained, shall be entitled to all expenses incurred therefore, including reasonable attorneys' fees and costs.

21. **WAIVER OF RIGHTS.** No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder, or to insist on the other party's strict compliance with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms of this Lease at a future time. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

22. **SECTION HEADINGS.** The section headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed to be part of each paragraph or as a limitation on the scope of the particular paragraph to which they refer.

23. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement. This Agreement may be changed or supplemented only by instrument in writing signed by both parties.

24. **NOTICE.** Any notices or demand required or permitted by law, or any provision of this Lease, shall be in writing, and shall be deemed to be received by Landlord when personally delivered to Landlord, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to the Town of Sullivan's Island, 2050-B Middle Street, Sullivan's Island, SC 29482, or at such other address as Landlord may hereafter designate in writing to Tenant.

Any notice or demand to be served upon the Tenant shall be in writing and shall be deemed to be received by Tenant when personally delivered to Tenant, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed to Tenant at Post Office Box 816, Sullivan's Island, SC, 29482.

**25. GOVERNING LAW: ENFORCEMENT.** This Agreement shall be governed by the laws of the State of South Carolina. If either party enforces the terms of this Lease by legal proceedings, the prevailing party in such proceedings shall be entitled to reimbursement from the other party to all reasonable costs and expenses incurred by the prevailing party in connection therewith, including reasonable attorney's fees, at all trial and appellate levels.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date stated above.**

Town of Sullivan's Island

Witness:

\_\_\_\_\_

\_\_\_\_\_

By:

ITS:

Battery Gadsden Cultural Center, Inc.

\_\_\_\_\_

By:

ITS: