

FINANCE COUNCIL WORKSHOP

August 4, 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

No action items for Council or Finance Committee at this time.

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

No new matters presented to Council at this time.

IV. Matters Pending By Council

No pending items at this time.

PUBLIC SAFETY COUNCIL WORKSHOP

August 4, 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

No Action Items for Council or the Public Safety Committee at this time.

II. Matters for Discussion by Council

Nothing at this time.

III. New Matters Presented to Council

No new matters for Council at this time.

IV. Matters Pending Further Action By Council

1. Parking – The Administrator will investigate options for managed parking by summer 2015.

Type of Incident	Total Incidents
Structure Fire	2
Alarm Malfunction	3
Unintentional Alarm	
Emergency Medical	17
Water Rescue	18
Citizen Assist	4
Hazardous Condition	1
Automobile Fire	
Trash, Rubbish, or Grass Fire	
Smoke Scare	
Other Misc.	5
Total Responses	50

Beach Calls
21
Contacts
31

Incidents Where Aid was Given	
Mutual Aid	
Automatic Aid	2

Fire Department Activities:

Fire Department performed 9 prefire plan updates

Tours given to 49 adults and 105 children.

Training:

Volunteer drill held on 7/2, 7/16, and 7/30.

SULLIVAN'S ISLAND POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
July 2014

07/02/14 – SIPD assisted Mt. Pleasant Police in locating a vehicle involved in a hit and run accident that had occurred in Mt. Pleasant, the vehicle was located and stopped and the driver and vehicle were detained until MPPD could respond and take over the situation.

07/04/14 – Two victims met two subjects in the business district, the four went to the victim's residence, while there the subject pulled a gun out and demanded the victim's wallets, and cell phones, the victims turn over the items and the subject fled the area.

07/04/14 – A vehicle with no registration was illegally parked and blocking the sight of motoring vehicle, the vehicle was ticketed and towed.

07/04/14 – A complainant reported that a dog entered her yard and her 3 year old proceeded to pet the dog and when he did the dog bit the child on the hand. The owner was located and the information was exchanged.

07/04/14 – A complainant reported that a subject entered her residence several times and removed items from the refrigerator.

07/04/14 – While in the Kangaroo parking lot, an officer observed a subject get out of a vehicle and stumble across the parking lot, the officer stop the subject and learned that the subject was intoxicated, a cab was called for the subject and his vehicle was towed.

07/05/14 – A vehicle was stopped for reckless driving in the business district, the driver was arrested and the children in the vehicle were turned over to their mother.

07/15/14 – A complainant reported that someone vandalized his vehicle while it was parked by breaking out the taillights.

07/16/14 – Chief Stith reported that someone removed the flag and flag pole from the boat landing dock.

07/21/14 – A complainant reported that the US government registration was missing from his government boat trailer.

07/22/14 – A complainant reported that several pieces of silver and some collector magazines were missing from her residence.

07/28/14 – An officer was approached by the complainant who reported that she had been assaulted by a female who was in the restroom of Dunleavy's, The officer located that subject and while trying to speak to her she became argumentive toward the officer. The subject was arrested and lodged into the county jail.

SLED Inhouse Code / Description			Last Year	This Year
ALCOHOL CRIMES				
90D	90D	DRIVING UNDER THE INFLUENCE		
90E	90E	DRUNKENNESS	1	
90G	90G	LIQUOR LAW VIOLATIONS	2	
Total for Category:			3	0
ARSON/SUSPICIOUS FIRE				
200	200	ARSON		
978	978	SUSPICIOUS FIRE		
Total for Category:			0	0
ASSAULTS				
100	100	KIDNAPING / ABDUCTION		
11A	11A	RAPE - FORCIBLE		
11B	11B	SODOMY - FORCIBLE		
11C	11C	SEXUAL ASSAULT WITH AN OBJECT		
11D	11D	FONDLING - FORCIBLE		
13A	13A	ASSAULT - AGGRAVATED		
13A	CDA	CDV - AGG ASSAULT		
13B	13B	ASSAULT - SIMPLE		1
13B	CDV	CDV - SIMPLE ASSAULT	2	
13C	13C	ASSAULT - INTIMIDATION		
36A	36A	INCEST		
36B	36B	RAPE - STATUTORY		
36C	36C	INDECENT EXPOSURE (SEXUAL NATURE)		
753	753	TELEPHONE CALLS - OBSCENE, HARASSING		
Total for Category:			2	1
DRUG CRIMES				
35A	35A	DRUG / NARCOTIC VIOLATIONS	5	
35B	35B	DRUG EQUIPMENT VIOLATIONS	4	
Total for Category:			9	0
HOMICIDE CRIMES				
09A	09A	MANSLAUGHTER		
09B	09B	NEGLIGENT MANSLAUGHTER		
09C	09C	JUSTIFIABLE HOMICIDE		
Total for Category:			0	0
INFORMATION ONLY REPORTS - NRP				
NRP	90T	ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	6	2
NRP	NRP	INCIDENT NOT REPORTED	8	5
Total for Category:			14	7
LARCENY CRIMES				
120	120	ROBBERY		1
210	210	EXTORTION / BLACKMAIL		
220	220	BURGLARY / BREAKING & ENTERING	2	1
23A	23A	POCKET-PICKING		
23B	23B	PURSE-SNATCHING		
23C	23C	SHOPLIFTING		
23D	23D	THEFT FROM BUILDING		
23E	23E	THEFT FROM COIN OPERATED MACHINE		
23F	23F	THEFT FROM MOTOR VEHICLE		
23G	23G	THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES		
23H	23H	LARCENY - ALL OTHER	1	1

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SLED	Inhouse Code / Description	Last Year	This Year
LARCENY CRIMES			
240	240 MOTOR VEHICLE THEFT		
250	250 COUNTERFEITING / FORGERY		
26A	26A FRAUD / CONFIDENCE GAME / BREACH OF TRUST		
26B	26B TELLER MACHINE FRAUD		
26C	26C IMPERSONATION	1	
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		
Total for Category:		4	3
OTHER CRIMES			
370	370 PORNOGRAPHY / OBSCENE MATERIAL		
520	520 WEAPON LAW VIOLATIONS		
90B	90B CURFEW / LOITERING / VAGRANCY VIOLATIONS		
90C	90C DISORDERLY CONDUCT	4	1
90F	90F FAMILY OFFENSES, NONVIOLENT		
90H	90H PEEPING TOM		
90I	90I RUNAWAY	1	
90J	90J TRESPASS OF REAL PROPERTY		
90K	90K INCORRIGIBLE		
90L	90L TRUANCY		
90N	90N RESISTING ARREST	2	1
90P	90P CONTRIBUTING TO DELINQUENCY OF A MINOR		
90Z	90Z ALL OTHER OFFENSES	1	
979	979 MISSING PERSONS		
980	980 SUICIDES	1	
992	992 PROWLER		
Total for Category:		9	2
OTHER MONEY CRIMES			
39A	39A BETTING / WAGERING		
39B	39B ASSISTING GAMBLING		
39C	39C GAMBLING EQUIPMENT VIOLATIONS		
39D	39D SPORTS TAMPERING		
510	510 BRIBERY		
Total for Category:		0	0
PROSTITUTION			
40A	40A PROSTITUTION		
40B	40B ASSISTING OR PROMOTING PROSTITUTION		
Total for Category:		0	0
VANDALISM/DAMAGE			
290	290 VANDALISM OF PROPERTY	3	1
Total for Category:		3	1
Total for Reporting Period:		44	14

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Monthly Report for July 2014
OFFENSES REPORTED

Inhouse Code	Current		Previous	
	Monthly Total	Year To Date	Monthly Total	Year To Date
11A RAPE - FORCIBLE	0	1	0	0
120 ROBBERY	1	1	0	0
13A ASSAULT - AGGRAVATED	0	0	0	2
13B ASSAULT - SIMPLE	1	5	0	6
220 BURGLARY / BREAKING & ENTERING	1	2	2	9
23C SHOPLIFTING	0	0	0	1
23F THEFT FROM MOTOR VEHICLE	0	6	0	8
23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	0	1	0	0
23H LARCENY - ALL OTHER	1	8	1	14
240 MOTOR VEHICLE THEFT	0	0	0	2
26B TELLER MACHINE FRAUD	0	0	0	2
26C IMPERSONATION	0	1	1	2
290 VANDALISM OF PROPERTY	1	8	3	9
35A DRUG / NARCOTIC VIOLATIONS	0	8	5	14
35B DRUG EQUIPMENT VIOLATIONS	0	6	4	12
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	1	6	4	8
90D DRIVING UNDER THE INFLUENCE	0	1	0	1
90E DRUNKENNESS	0	0	1	2
90F FAMILY OFFENSES, NONVIOLENT	0	2	0	5
90G LIQUOR LAW VIOLATIONS	0	2	2	6
90I RUNAWAY	0	0	1	3
90J TRESPASS OF REAL PROPERTY	0	4	0	2
90N RESISTING ARREST	1	3	2	2
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	2	12	6	14
90Z ALL OTHER OFFENSES	0	7	1	13
978 SUSPICIOUS FIRE	0	1	0	0
979 MISSING PERSONS	0	1	0	1
980 SUICIDES	0	1	1	1
CDV CDV - SIMPLE ASSAULT	0	0	2	5
NRP INCIDENT NOT REPORTED	5	38	7	52
TOTALS	14	126	43	199

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**NRP Breakdown
For Period 7/2014**

Case Number	Date	Description
14-00120	07/02/2014	AGENCY ASSIST
14-00124	07/04/2014	DOG BITE
14-00126	07/04/2014	TOWED VEHICLE
14-00134	07/21/2014	LOST VEHICLE REGISTRATION TAG
14-00137	07/28/2014	VICTIM NOT WANTED TO PURSUE CHARGES

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Monthly Report for July 2014
VICTIMS REPORTED

Inhouse Code	Current		Previous	
	Monthly Total	Year To Date	Monthly Total	Year To Date
11A Rape - Forcible	0	1	0	0
120 Robbery	2	2	0	0
13A Assault - Aggravated	0	0	0	2
13B Assault - Simple	1	8	0	7
220 Burglary / Breaking & Entering	1	2	2	10
23C Shoplifting	0	0	0	1
23F Theft from Motor Vehicle	0	6	0	8
23G Theft of Motor Vehicle Parts or Accessories	0	1	0	0
23H Larceny - All Other	1	8	1	16
240 Motor Vehicle Theft	0	0	0	2
26B Teller Machine Fraud	0	0	0	2
26C Impersonation	0	1	1	2
290 Vandalism Of Property	1	8	3	9
35A Drug / Narcotic Violations	0	8	6	16
35B Drug Equipment Violations	0	6	4	12
36C Indecent Exposure (Sexual Nature)	0	0	0	1
520 Weapon Law Violations	0	1	0	1
90C Disorderly Conduct	1	6	4	8
90D Driving Under the Influence	0	1	1	2
90E Drunkenness	0	0	1	2
90F Family Offenses, Nonviolent	0	3	0	7
90G Liquor Law Violations	0	2	2	6
90I Runaway	0	0	1	3
90J Trespass of Real Property	0	4	0	3
90N Resisting Arrest	1	3	2	2
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	1	10	4	13
90Z All Other Offenses	0	6	1	11
978 Suspicious Fire	0	1	0	0
979 Missing Persons	0	0	0	2
980 Suicides	0	1	1	1
CDV CDV - SIMPLE ASSAULT	0	0	2	6
NRP Incident Not Reported	3	27	5	35
TOTALS	12	116	41	190

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Monthly Report for July 2014
PERSONS ARRESTED

Total Individuals Arrested for Month: 2 With 4 Counts

Total Individuals Arrested for Year: 29 With 49 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	
1 - Adults	Male	1	Female	3	Male	27	Female	7
2 - Juveniles	Male	0	Female	0	Male	1	Female	0
3 - Narc - Adults	Male	0	Female	0	Male	7	Female	2
4 - Narc - Juveniles	Male	0	Female	0	Male	5	Female	0
TOTALS	Male	1	Female	3	Male	40	Female	9

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Monthly Report for July 2014
PERSONS ARRESTED

08/01/2014

Page 1

	This Month	This Year To Date
Juveniles	0	3
Adults	2	26

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**Race/Sex Breakdown for Arrested
For Period 7/2014**

	For Period	So Far This Year
White		
Male	0	22
Female	1	5
Black		
Male	1	2
Female	0	0
Other		
Male	0	0
Female	0	0

PS-10

Monthly Report for July 2014
PROPERTY VALUES

Type	Total for Month	Total for Year
Burglary Stolen	40.00	60.00
Larceny Stolen	500.00	10186.00
Criminal Damage	1501.00	5352.00
MVT Stolen	0.00	0.00
Other Stolen	520.00	520.00
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	1060.00	10766.00
Total Recovered	0.00	0.00
Total Seized	0.00	186.00

PS-11

**WATER AND SEWER REPORT
COUNCIL WORKSHOP
AUGUST 4, 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

No Action items at this time

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

No new items at this time

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 July 2014

FLOW: Distributed 11.012 MG this month, with a daily average flow of .344 MG and a Daily Max of .448 MG

SALES: 9.903 MG billed (*all water*) with a daily average of 0.319MG. (8.927 MG billed in July last year with a daily average of 0.288 MG)

RED WATER: Three red water calls this month due to water main break at the school.

DISTRIBUTION SYSTEM: Water main break at school by contractor grading for road bed. Resulted in relaying approximately 500 feet of new six inch main.

WATER LINE PROJECT: All testing complete and passed at Poe and Station 16. Tie ins and abandonment will take place the first two weeks of August.

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

WORK ORDERS: 12 check for leaks; 0 frozen pipes; 8 monthly rereads; 4 misc. customer complaint; 2 replace customer shut off; 1 turn on; 5 turn off; 62 locates; 0 install irrigation meter; 0 remove irrigation meter; 2 irrigation quote; 9 read meter; 1 meter box repairs; 3 disconnect delinquent acct; 1 reconnect delinquent acct; 2 pulled meter for demo; 0 reinstall meter from demo; 0 backflow inspection

CHEMICALS: Used 60 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
July 2014

COLLECTION SYSTEM: Replace one service line ahead of storm drain project at the intersection of Osceola and Station 9 ½.

SEWER LINE PROJECT: In progress. Contract awarded to Arcadis US Inc. Scheduling preconstruction meeting in the first few days of August with the intent of giving notice to proceed at the meeting.

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 2014 |
| • Substantial Completion | December 2014 |
| • Final Acceptance | March 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.

FLOW: Processed 16.195 Million Gallons this month, with a daily average of 0.522 MG and a maximum weekly average of .554 MG. Rainfall total was 4.97 inches.

W+S-2



Town of Sullivan's Island Water & Sewer Department

Manager Greg Gress
843-883-5748

SALES: 7.297 MG billed this month with a daily average of 0.235 MG. (7.126 MG billed in July last year with a daily average of 0.230 MG).

HEADWORKS: Parts on order for screenings press.

OXIDATION DITCH: Visual observations did not detect any change this 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: Reported several a high (over 43/100ml) fecal samples this month to DHEC. Enterococcus samples were well below limits. Follow up fecal samples were normal.

BIOSOLIDS: 15 cu yd. dry to landfill. We will need to start hauling liquid sludge over the next few months anticipating the need for a drying bed for grit dewatering from the collection system project.

CHEMICALS: 672 lbs. of chlorine and 351lbs. of sulfur dioxide used for the month.

COMPUTER SYSTEMS: replaced all battery backups.

WORK ORDERS: 62 locates; 0 pool filling permit inspection; 1 sewer connection inspection (first time); 0 sewer connection inspection (sewer replacement); 0 sewer reconnect inspection (reconnect



Town of Sullivan's Island Water & Sewer Department

Manager Greg Gress
843-883-5748

from a demo); 2 sewer disconnect inspection (disconnect for a demo); 0 grease trap inspection; 0 install new tap; 0 repair cleanout; 0 back up.

OTHER: Professional services agreement signed 7/31/2014 with HDR to apply for full Hazard Mitigation Grant to flood proof the WWTF. Deadline for application is October 27, 2014 with notification by FEMA to successful applicants in February/March 2015.

W+S-4



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



July 17, 2014

Ms. Melanie Hall
Compliance Officer
Water Pollution Enforcement Section
2600 Bull Street
Columbia, SC 29201

Dear Ms. Hall,

The Discharge monitoring report for the period from June 1, 2014 to June 30, 2014 is enclosed. Should you have any questions, please contact me at (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

PERMITTEE NAME/ADDRESS:
 NAME: SULLIVAN'S ISLAND TOWN OF
 ADDRESS: P.O. BOX 427
 SULLIVAN'S ISLAND, SC 29482

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

SC0020052	001 1
PERMIT NUMBER	DISCHARGE NUMBER

MINOR

FACILITY: SULLIVAN'S ISLAND WWTF

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
FROM 14	06	01	TO 14	06	30

19 TR

FINAL LIMITS

LOCATION: AT 2051 GULL DRIVE

DMR VALID: 08/01/2013-07/31/2018

NOTE: Read instructions before completing this form

PARAMETER	X	QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
00300 LAB ID: 10005 Dissolved Oxygen MLOC=1	SAMPLE MEASUREMENT	*****	*****	*****	6.5	*****	*****		0	01/01	GR
	PERMIT REQUIREMENT	*****	*****	****	4.0 INST MIN	*****	*****	MG/L		01/01	GR
00310 LAB ID: 10122 BOD - 5 DAY (20 DEGREES C) MLOC=1	SAMPLE MEASUREMENT	8	8		*****	2	2		0	01/07	24
	PERMIT REQUIREMENT	143 MO AVG	215 WKLY AVG	LBS/DAY	*****	30 MO AVG	45 WKLY AVG	MG/L		01/07	24
00530 LAB ID: 10005 Total Suspended Solids (TSS) MLOC=1	SAMPLE MEASUREMENT	8	9		*****	2	2		0	01/07	24
	PERMIT REQUIREMENT	143 MO AVG	215 WKLY AVG	LBS/DAY	*****	30 MO AVG	45 WKLY AVG	MG/L		01/07	24
00610 LAB ID: 10122 Ammonia-Nitrogen Total as N MLOC=1 NNNNNNNNNNN	SAMPLE MEASUREMENT	0.4	0.4		*****	0.1	0.1	MG/L	0	01/07	24
	PERMIT REQUIREMENT	9 MO AVG	14 WKLY AVG	LBS/DAY	*****	1.8 MO AVG	2.7 WKLY AVG			01/07	24
00610 LAB ID: 10122 Ammonia-Nitrogen Total as N MLOC=1 YNNNNNNNNNN	SAMPLE MEASUREMENT	NA	NA		*****	NA	NA		NA	NA	NA
	PERMIT REQUIREMENT	16 MO AVG	24 WKLY AVG	LBS/DAY	*****	3.3 MO AVG	4.95 WKLY AVG	MG/L		01/07	24
50050 LAB ID: 10005 Flow in Conduit or Thru Treatment Plant MLOC=1	SAMPLE MEASUREMENT	0.51	0.54		*****	*****	*****	****	0	01/01	CN
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT WKLY AVG	MGD	*****	*****	*****	****		01/01	CN
50060 LAB ID: 10005 Total Residual Chlorine MLOC=1	SAMPLE MEASUREMENT	*****	*****	*****	*****	0.00	0.00		0	01/01	GR
	PERMIT REQUIREMENT	*****	*****	****	*****	0.035 MO AVG	0.061 DAILY MX	MG/L		01/07	GR
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.						TELEPHONE		DATE	
Mike Perkis Mayor TYPED OR PRINTED								843-883-3198		14 07 17	
COMMENT AND EXPLANATION OF ANY VIOLATIONS		(Reference all attachments here)						SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		Area Code NUMBER YEAR MO DAY	

Permit limits are based on an average design flow of 0.57 MGD. MLOC O, P=See permit conditions. "Conditional Monitoring Not Required" under specific circumstances. 24-Hr. reporting required when FC daily max. exceeds 43/100 ml, per part II.L.5.a of the permit

W+S-6

PERMITTEE NAME/ADDRESS:
 NAME: SULLIVAN'S ISLAND TOWN OF
 ADDRESS: P.O. BOX 427
 SULLIVAN'S ISLAND, SC 29482

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

SC0020052 001 1
 PERMIT NUMBER DISCHARGE NUMBER

MINOR

FACILITY: SULLIVAN'S ISLAND WWTF

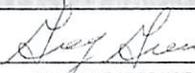
MONITORING PERIOD
 FROM 14 | 06 | 01 TO 14 | 06 | 30

19 TR FINAL LIMITS

LOCATION: AT 2051 GULL DRIVE

DMR VALID: 08/01/2013-07/31/2018

NOTE: Read instructions before completing this form.

PARAMETER	X	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
51040 LAB ID: 10122 E. COLI (MPN/100ML) MLOC=O	SAMPLE MEASUREMENT	*****	*****	*****	*****	10.8	20	0	01/07	GR
	PERMIT REQUIREMENT	*****	*****	****	*****	35 30DAVGEO	501 DAILY MX	# PER 100ML	01/07	GR
51040 LAB ID: 10122 E. COLI (MPN/100ML) MLOC=P	SAMPLE MEASUREMENT	*****	*****	*****	*****	NA	NA	NA	NA	NA
	PERMIT REQUIREMENT	*****	*****	****	*****	35 30DAVGEO	800 DAILY MX	# PER 100ML	01/07	GR
74055 LAB ID: 10005 Fecal Coliform General MLOC= 1	SAMPLE MEASUREMENT	*****	*****	*****	*****	33.3	500.0	0	01/07	GR
	PERMIT REQUIREMENT	*****	*****	****	*****	REPORT 30 DAVGEO	REPORT DAILY MX	# PER 100ML	01/07	GR
81010 LAB ID: 10005 BOD, 5-DAY Percent Removal MLOC=K	SAMPLE MEASUREMENT	*****	*****	*****	*****	98%	*****	0	01/30	CA
	PERMIT REQUIREMENT	*****	*****	****	*****	85 MO AV MN	*****	PER- CENT	01/30	CA
81011 LAB ID: 10005 Solids, Suspended Percent Removal MLOC=K	SAMPLE MEASUREMENT	*****	*****	*****	*****	98%	*****	0	01/30	CA
	PERMIT REQUIREMENT	*****	*****	****	*****	85 MO AV MN	*****	PER- CENT	01/30	CA
	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
NAME / TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violators.							TELEPHONE	DATE	
Mike Perkis Mayor								843-883-3198	14 07 17	
TYPED OR PRINTED								SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

Permit limits are based on an average design flow of 0.57 MGD. MLOC O, P=See permit conditions. "Conditional Monitoring Not Required" under specific circumstances. 24-Hr. reporting required when FC daily max. exceeds 43/100 ml, per part II.L.5.a of the permit

W+S-7

PERMITTEE NAME/ADDRESS: (Include Facility Name/Location if different)
 NAME: SULLIVAN'S ISLAND TOWN OF
 ADDRESS: P.O. BOX 427
 SULLIVAN'S ISLAND, SC 29482

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

SC0020052 001 2
 PERMIT NUMBER DISCHARGE NUMBER

MINOR

FACILITY: SULLIVAN'S ISLAND WWTF
 LOCATION: AT 2051 GULL DRIVE

MONITORING PERIOD
 FROM 14 | 06 | 01 TO 14 | 05 | 30

19 TR INTERIM LIMITS

DMR VALID: 08/01/2013-05/30/2018

NOTE: Read instructions before completing this form.

PARAMETER	X	QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
00400 LAB ID: 10005 PH Standard Units MLOC=1	SAMPLE MEASUREMENT	*****	*****	*****	6.9	*****	7.6		0	01/01	GR
	PERMIT REQUIREMENT	*****	*****	****	6.0 MINIMUM	*****	8.5 MAXIMUM	SU		01/01	GR
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
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	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME / TITLE PRINCIPAL EXECUTIVE OFFICER
 Mike Perkis
 Mayor
 TYPED OR PRINTED

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with the system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Mike Perkis
 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE DATE
 843-883-3198 14 | 07 | 17
 Area Code NUMBER YEAR | MO | DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS

(Reference all attachments here)

W+S-8



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



August 1, 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 July 1, 2014 to July 31, 2014.

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

Respectfully,

A handwritten signature in blue ink that reads "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
07/01/2014								

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

6
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-10



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



August 1, 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 July 1, 2014 to July 31, 2014.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gress".

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



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

07/14

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

Day	No. of Sites where Disinfectant Residual was measured. (a)	No. of Sites where Disinfectant Residual was not measured, but HPC was measured. (b)	No. of Sites where Disinfectant Residual was not detected and HPC was not measured. (c)	No. of Sites where Disinfectant Residual was not detected and HPC > 500ml. (d)	No. of Sites where Disinfectant Residual was not measured and HPC > 500ml. (e)
	Cart Lab ID <u>10065</u>	Cart Lab ID			
1					
2	1				
3					
4					
5					
6					
7					
8					
9	1				
10					
11					
12					
13					
14					
15					
16	1				
17					
18					
19					
20					
21					
22					
23	1				
24					
25					
26					
27					
28					
29					
30	1				
31					
Total	a= 5	b=	c=	d=	e=

Compliance with Distribution System Disinfectant Residual Criteria:
 $V = (a+d+e)/(a+b) \times 100 = (0+0+0)/(5+0) \times 100 = 0\%$
 For Previous Month, V = 0
 Prepared by: Greg Lewis Date: 8-1-14

W+S-12

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD
STATE REVOLVING FUND
1200 SENATE STREET
453 WADE HAMPTON BUILDING
COLUMBIA, SC 29201
TELEPHONE: (803) 737-3800 FAX: (803) 737-3807

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

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS
COMMITTEE

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

ASHLIE LANCASTER
INTERIM DIRECTOR

July 22, 2014

Honorable Michael Perkis
Mayor
Town of Sullivan's Island
Post Office Box 427
Sullivan's Island, South Carolina 29482-0427

Dear Mayor Perkis:

On behalf of the South Carolina Water Quality Revolving Fund Authority, it is my pleasure to offer a State Water Pollution Control Revolving Fund loan to the Town of Sullivan's Island, subject to the terms and conditions of the Loan Agreement and as identified below.

Purpose: Collection System Rehabilitation – Phase 1
Loan Number: X1-166-14-716-07

Loan Amount: \$1,638,765

Interest Rate: 1.00% (Green)

Term: 20 years, with principal and interest repaid in 80 substantially equal quarterly payments beginning on July 1, 2015.

Closing Fee: \$4,097

Security: A pledge of, and lien upon, all revenues of the Town's Waterworks and Sewer System, with such pledge and lien to be on a parity with only the Series 2010 Waterworks and Sewer System Revenue Bond and any parity obligations issued in accordance with the Loan Agreement, and junior to no obligations of the Town secured by or payable from the revenues of the System. This pledge and lien shall be superior to any other obligations that may be secured by or payable from the revenues of the System unless otherwise agreed to in writing by the Authority.

W+S-13

Honorable Michael Perkis
July 22, 2014
Page 2

Special Conditions:

Prior to, or simultaneously with, the Town's delivery of the Loan Agreement and Promissory Note to the Authority, the Town shall:

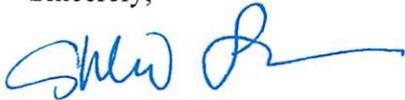
- Submit written evidence of the satisfaction of all conditions to the issuance of additional parity bonds required by Article IV of its 2004 Bond Ordinance;
- Submit written evidence of the establishment and full funding of a debt service reserve fund for this loan to be held by the Trustee or the State Treasurer's Office as custodian; and
- Submit evidence in the form of an opinion from its local attorney that all land, easements and rights-of-way required for the project have been secured by the Town.

Standard Condition: Execution and delivery within 90 days of the date of this letter of a Loan Agreement and Promissory Note that are accompanied by: an ordinance prepared by your bond counsel and duly enacted by the governing body of the Town authorizing the execution of the Loan Agreement and Promissory Note; opinion letters from your attorney and bond counsel; a trustee and/or custodian agreement; a check for the loan closing fee; and such other items as the Authority may reasonably request. All such documents must be acceptable in form and content to the Authority.

In the near future a loan closing package will be sent to the Town of Sullivan's Island which contains the Loan Agreement, a model ordinance/resolution, sample attorney and bond counsel opinion letters, a model trustee/custodian agreement and other information relative to finalizing a Clean Water SRF loan.

If you have any questions concerning this conditional loan approval or if this office can be of further assistance, please do not hesitate to contact us.

Sincerely,



Ashlie Lancaster
Interim Director

cc: Mr. Andrew Benke, Town Administrator

W+S-14



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

July 17, 2014

Mr. Greg Gress, Manager
Town of Sullivan's Island Water and Sewer Department
2050A Middle Street
Sullivan's Island, SC 29482

RE: Bid Package Approval
Town of Sullivan's Island Sewer Rehabilitation Project – Phase 1
SRF Project 716-07
Charleston County

Dear Mr. Gress:

This office has reviewed and hereby approves the bid process documentation (i.e., the bid package) submitted electronically on July 10, 2014. The Department concurs with selection of the lowest acceptable bidder, as follows:

ARCADIS U.S., Inc., of Charleston, SC, in the amount of \$1,595,764.49.

You may proceed with awarding the contract, but may not make any drawdowns from the loan until the Town of Sullivan's Island completes the following:

1. Submits acceptable bound copies of the executed contract documents; and,
2. Participates in a pre-construction conference with representatives of the South Carolina State Revolving Fund program and the selected design-build contractor.

All drawdowns from the loan must be submitted in accordance with the disbursement policies and procedures that govern the State Revolving Fund program. Drawdowns must be supported by adequate documentation of costs and labor compliance. Drawdowns are subject to hold if all requirements are not met at the time of request.

Disbursements will not be made under a change order until the change order has been approved by DHEC. Any change orders leading to changes in scope or dollar amounts that differ from the loan agreement must also receive the approval of the South Carolina Budget and Control Board.

You have elected to self-perform construction inspection services for this project. Please note that any work performed by the Project Sponsor's own staff (Force Account Work) is not eligible for SRF funding. SCDHEC must approve any changes of designated project inspector.

ARCADIS U.S., Inc., will provide construction engineering services under its proposal for a design-build contract for this project. Any amendments to the contract that affect ARCADIS

W+S-15

Mr. Greg Gress
Page 2 of 2

July 17, 2014

U.S.'s responsibilities for providing construction engineering services must be submitted to this office.

If you have any questions, please feel free to contact me at (803) 898-8178 or mccainjm@dhec.sc.gov.

Sincerely,



John M. McCain, P.E., Project Manager
State Revolving Fund Section
Water Facilities Permitting Division
Bureau of Water

JMM/jmm

cc: Trish Comp, Budget and Control Board
Harvey Wilkins, P.E., Lowcountry Region EQC, Charleston office
Sam Cargill
SRF Project File

W+S-16

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 30th day of July, 2014, between The Town of Sullivan's Island ("OWNER"), and HDR Engineering, Inc. of the Carolinas, ("ENGINEER") for services in connection with the project known as FEMA Hazard Mitigation Grant Assistance ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is one hundred thirteen thousand and seventy two Dollars (\$113,072).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

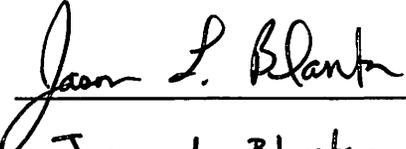
Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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

Town of Sullivan's Island

"OWNER"

BY:



NAME:

Jason L. Blanton

TITLE:

Deputy Administrator

ADDRESS:

2050 B Middle St
Sullivan's Island, SC 29482

HDR ENGINEERING, INC. OF THE
CAROLINAS

"ENGINEER"

BY:



NAME:

L. Kevin Mosteller

TITLE:

Senior Vice President

ADDRESS:

440 S. Church Street
Charlotte, NC 28202

EXHIBIT A

SCOPE OF SERVICES

W+S-19

SCOPE OF WORK

TOWN OF SULLIVAN'S ISLAND FEMA HAZARD MITIGATION GRANT ASSISTANCE

July 22, 2014

BACKGROUND

The Town of Sullivan's Island (the Town) currently owns and operates a wastewater treatment plant permitted for a design flow of 0.57 MGD. The existing wastewater treatment plant structures, equipment and electrical components are located below the 100-year flood elevation. In addition, the plant is located in a seismically active area. The Town requests assistance in preparing and submitting a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant (HMG) for improvements to the plant to meet the 500 year base flood elevation (BFE) and the South Carolina Building Code, with modifiers based on the 2012 International Building Code, requirements.

SCOPE

The scope of work includes the following tasks:

Task 100 – Project Management

- Includes the efforts necessary to administer the Project, interface with Town staff, and apply Quality Control (QC) efforts.
- 3 meetings
 - Meeting to discuss the alternative evaluation draft Technical Memorandum
 - Meeting with the State Mitigation Officer to discuss project and application
 - Meeting to review the permit application with the Town prior to submittal

Task 200 – Data Collection, Evaluation and Basis of Design

- Prepare and submit data request of information needed to complete the permit application.
- Review information from data request provided by the Town to include the following:
 - Record drawings for the wastewater treatment plant
 - Current maintenance costs, electrical rates and chemical costs
 - Conceptual costs for the alternative of pumping wastewater to Mount Pleasant Waterworks (MPW)
 - Town information as required to complete the permit application. This will include cost information required in the BCA toolkit to estimate damages and benefits.
 - Five years of historical data for influent and effluent flow and wastewater characteristics.
- Develop the design criteria for the headworks, oxidation ditch and rotary press sizing. An influent basis of design will be developed based on the data provided. The scope excludes evaluating flow equalization. Simplified modeling will be performed to develop the design basis for the oxidation ditch(es).

Task 300 – Alternatives Evaluation

- The permit application requires that alternative projects be evaluated to determine the best possible solution. The following alternatives shall be evaluated:

- “Do Nothing” alternative.
- Decommissioning the existing wastewater treatment plant and pumping wastewater to MPW.
- Constructing improvements at the existing wastewater treatment plant, including the following:
 - Replace existing influent suction lift pumps with submersible pumps.
 - Construct a new headworks structure and oxidation ditch at an elevation that exceeds the 500 year BFE.
 - Extend the walls on the existing secondary clarifiers and chlorine contact tank to the 500 year BFE.
 - Provide electrical enclosures to protect electrical equipment from flooding.
 - Replace the existing emergency generator with a new generator sized for the improvements.
- For each of the alternatives evaluated, a description of the project and conceptual level construction cost estimate will be developed, with a recommendation for the proposed project.
- Prepare a Draft Technical Memorandum summarizing the alternative evaluation.
- Attend a review meeting with the Town to discuss comments.
- Submit a final Technical Memorandum. The Technical Memorandum will be used as an attachment to the permit application to show the alternatives evaluation.

Task 400 – Conceptual Level Design for Recommended Alternative

- A conceptual level design will be developed for the recommended alternative in order to develop construction costs for the BCA toolkit. The following will be included in this task:
 - Geotechnical borings and penetration tests. In addition, work shall comply with requirements of paragraph 1803.5 of the Building Code.
 - Preliminary sizing of the major structures including the headworks structure and proposed oxidation ditch(es). Design sketches will be developed for these structures.
 - A plan for extending the walls on the existing secondary clarifiers and chlorine contact tank.
 - Preliminary sizing for major equipment including the influent pump, screens, grit removal equipment, oxidation ditch equipment, rotary press, emergency generator and electrical enclosures for existing and proposed electrical equipment.
 - Develop conceptual level construction cost estimates for use in the BCA toolkit.

Task 500 – Hazard Mitigation Grant Application

- Prepare and submit the HMG Permit Application. This task includes the following items:
 - Review State and Local Mitigation Plans and confirm the proposed project meets the requirements of the plans.
 - Develop a detailed Scope of Work.
 - Develop a work schedule which shows the project can be completed in 3 years or less.
 - Develop elevations for the appropriate design storms for use in the BCA toolkit. It has been assumed that stillwater elevations provided in the Charleston County, South Carolina Flood Insurance Study dated November 17, 2004 will be used to establish other frequency stillwater elevations and additional wave height analysis will not be required.
 - Develop damage curves associated with avoided damages. Potential categories include direct structure damages and contents (equipment and machinery) within the facilities. Will also review operations to consider additional cost reduction benefits which may be included in the BCA such as operations benefits, flood fighting actions, etc.

- Perform the Benefit-Cost Analysis using the FEMA Benefit-Cost Analysis (BCA) Tool for the proposed project.
- Complete the Environmental and Historic Preservation (EHP) requirements.
 - Scope assumes that FEMA will determine the project to be categorically excluded from detailed documentation under the National Environmental Policy Act. The proposal assumes that the project corresponds with categorical exclusion (xv): *Repair, reconstruction, restoration, elevation, retrofitting, upgrading to current codes and standards, or replacement of any facility in a manner that substantially conforms to the preexisting design, function, and location.* Categorical exclusion (xv) requires a notation of the particular qualifying categorical exclusion in the application, approval, and/or funding document.
 - Prepare and submit a letter of intent to Federal, State, and local agencies. The letter will request review of the project and response regarding any potential environmental impacts pursuant to NEPA.
 - This task does not include extensive agency coordination, including response to any agency comments.
 - This task does not include preparation of a Categorical Exclusion document.
 - The following sub-tasks are associated with obtaining information to support the grant application and EHP review:
 - Delineation of Waters of the US and South Carolina Critical Area within the proposed project area.
 - Wetlands, waters and/or Critical Area boundaries will be flagged in the filed and located using a GPS.
 - If Waters of the US and Critical Area are identified within the proposed project area, any subsequent work, including verification of the boundary, plat development and permitting, will be done as an additional service to this Scope of Work.
 - Preparation of Natural Resources Technical Memorandum, which will include a summary of Federally-listed species in Charleston County and a review of suitable habitat within the project area.
 - Submit Natural Resources Technical Memorandum to US Fish & Wildlife Service for concurrence.
 - Proposal assumes no Federally-listed species will be affected by the project. Section 7 consultation is not included with this proposal.
 - Prepare Section 106 form for submittal to the State Historic Preservation Office to comply with the National Historic Preservation Act (NHPA).
 - Proposal assumes no 50 year old or greater structures present in project area and no cultural resource survey.
 - Preparation of maps and photographs to show project location and site conditions, including wetlands, waters, and Critical Area boundaries and affected vegetation.
 - Conduct 8-Step Decision Making Process for Floodplain Management Considerations to comply with Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands). Steps 2, 7 and 8 are excluded from this scope of work and will be conducted during the design phase.
 - Alternatives Analysis (from Task 300)

- Identify Potential Direct and Indirect Impacts
- Impact Minimization
 - This scope assumes there are no known contaminants or hazardous materials on the site and a Hazardous Waste Phase I Assessment is not included.
- Provide required elevation information including FEMA maps
- Complete the application and submit the application to FEMA.

ASSUMPTIONS

The following assumptions have been made when developing this Scope of Work:

- Recommendations will be conceptual in nature with enough detail to develop preliminary opinion of costs for evaluation purposes.
- The scope of work does not include final design, permitting, or construction phase services
- Assumptions associated with the EHP are documented in Task 400 above.

SCHEDULE

The Alternatives Evaluation Technical Memorandum shall be submitted within 6 weeks of the Notice to Proceed. A draft grant application shall be submitted by October 15, 2014 for review by the Town. The Town's comments will be incorporated into the final permit application, which shall be submitted by October 27, 2014.

PAYMENTS TO ENGINEER

Compensation for the scope outlined above shall be on a Lump Sum basis for \$113,072. The table below provides a breakdown of the fee by task.

FEE SUMMARY	
Task No.	Fee
Task 100 – Project Management	\$2,970
Task 200 – Data Collection, Evaluation and Basis of Design	\$6,171
Task 300 – Alternatives Analysis	\$14,966
Task 400 – Conceptual Level Design for Recommended Alternative	\$45,311
Task 500 – Hazard Mitigation Grant Application	\$43,654
Total	\$113,072

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

18. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

ADMINISTRATION COUNCIL WORKSHOP

August 4, 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

No Action Items for Council or the Administration Committee at this time.

II. Matters for Discussion by Council

1. Staff position for Administration Department.

III. New Matters Presented to Council

1. Personnel
 - a) Personnel Report
 - b) Boards and Commissions – Terms and Recruitment.
2. Correspondence
 - a) Letter received from Norman Khoury regarding the Bluestein et. al mediation.

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. **Committee Meeting Schedule** – General discussion regarding committee meetings scheduled at various dates during the month.
4. **Town Communications Plan** – General discussion by Council regarding resident outreach and communications plan.



PERSONNEL REPORT

August 2014

Activity as of Friday, August 1, 2014

HIRINGS/RESIGNATIONS: Tisha Willis, Beach Services Officer, Police Department (PT/Temp)

CURRENT OPENINGS:

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

PERSONAL DAY HOLIDAY/VACATIONS:

Department Heads: Greg Gress (W/S): Aug 27-29, 2014 (Wed-Fri)
Town Hall Staff: Andy Benke: Aug 1-Aug 5, 2014 (Fri-Tues)
Lisa Darrow: Aug 14-15, 2014 (Thur-Fri)
Joe Henderson: Aug 1-6, 2014 (Fri-Wed)
Maria LoRusso: Aug 14-20, 2014 (Thurs-Wed)
Ellen Miller: Aug 29, 2014 (Fri)

PROFESSIONAL DEVELOPMENT/TRAINING:

Staff Safety Meeting/Training: 8:00AM Thursday, August 21, 2014 (Water & Sewer Department conducts safety talk)

Lisa Darrow (Admin. Dept.): PEBA Annual Benefits Meeting on Monday, August 25, 2014

Maria LoRusso (Admin. Dept.): SC Municipal Court Clerk Conference from August 6-8, 2014 (Wednesday – Friday)

Randy Robinson (Bldg. Dept.): Emergency Management Training (ISO/CRS) from August 11-15, 2014 (Monday-Friday)

BOARDS & COMMISSIONS VACANCIES:

Recruitment for seats expiring September 2014 finalized

Eight (8) candidates applied for six (6) positions: 3 Planning, 1 DRB, 1 Tree Commission & 1 Election Commission (applications provided to Council July 31, 2014)

Application Deadline was 12Noon, Thursday, July 31, 2014

Advertisement: Website: posted June 27, 2014 (Fri); E-Newsletters: July 2, 11 and 25, 2014

Post & Courier (display) ad July 2, 2014 (Wed); Island Eye News ad July 18, 2014 (Fri)

JUL 21 2014

July 21, 2014

Dear Town Administrator Benke:

The upcoming mediation concerning the Bluestein et. al. lawsuit will be a very important moment in the debate over the protected coastal forest. . Those of us who value this land and have been involved in the management plan being developed by Town Council are now observing an unraveling of the process of expert guidance for how to manipulate areas of the forest, in favor of allowing excessive and unjustified over manipulation of the land for the sole purpose of ensuring "views" desired by the homeowners adjacent to the forest. And this just as we seemed to be making progress toward a "compromise" which both "sides" could embrace.

Yet even members of council who see no value in the wetlands, the wildlife, or the biodiverse forest, and who have little enthusiasm for the conservation of green spaces in general, must at least recognize that to abandon the scientific guidelines to land management on our island in favor of **ordinance by lawsuit** will certainly invite further lawsuits. If filing a lawsuit accomplishes a one sided outcome then others will learn the appropriate lesson!

We hope, and expect, that you will remember, in your mediation deliberations, that this land is held in Trust for the benefit of ALL of the residents of Sullivan's Island - it is not held in Trust for a particular minority of residents. You should represent ALL of the residents, keeping in mind ALL sides of this debate.



Sincerely, Norman Khoury
1728 Ion Ave.

LAND USE AND NATURAL RESOURCES COUNCIL WORKSHOP

August 4, 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 or the LUNR Committee at this time.

II. Matters for Discussion by Council

1. Ordinance 2014-08, an Ordinance to Amend Zoning Ordinances regarding Eating Establishments within the Community Commercial District (i.e. "Coffee Shop" ordinance). (First Reading approved July 15, 2014)
2. Ordinance 2014-09, an Ordinance for the sale of Lot 4 Block 12 (TMS 529-12-00-037). (First Reading approved July 15, 2014)
3. Community Rating System – Community volunteer to review public documentation.

III. New Matters Presented to Council

1. Charleston County Urban Greenbelt Grant Program
 - a) Review of Phase I by Jeff Jackson
 - b) Review of Phase II by Jeff Jackson
 - c) Station 23 Street dune walkover

4. Matters Pending Further Action by Council

No pending matters at this time.

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

Date: July 29, 2014
From: Building Department
Prepared For: Land Use and Natural Resources Committee
Regarding: Board, Commission & Zoning Update

ZONING UPDATE:

- **SHORT-TERM & LONG-TERM RENTAL ENFORCEMENT:** Building and Administration Department Staff is currently devising a strategy for identifying and prosecuting violators of the Town's short and long-term rental ordinances. This strategy includes the following components:
 - Immediate investigation of citizen complaints of suspected rental activity, and continued inspection once violation is suspected;
 - Monthly internet surveying of advertisements for rental properties via:
 - Real-estate/ property management companies
 - Website listings for "rental by owner" sites (VRBO, Flipkey, Tripadvisor, iTrip, YouTube, Craig's List, etc.)
 - Maintaining a database of all properties being investigated;
 - Inputting GIS data for all properties suspected, cited, and convicted of rental violations.
 - Considering other strategies for identifying/prosecuting illegal rental activity (City of Charleston method under consideration).

- **JULY ZONING ENFORCEMENT ACTIVITY**
 - One (1) guilty conviction for illegal subletting of a room 7-8-2014;
 - Six (6) zoning violations identified- Certified letters sent;
 - Four (4) ongoing investigations of previously issued zoning violations

PLANNING COMMISSION: JULY 9, 2014

A. ITEMS FOR CONSIDERATION

1. **Presented-** Station 22 Access to Stith Park: Planning Commission requests to hold a discussion concerning a Town owned right-of-way located between Station 22 and Stith Park. (TMS# 529-05-00-080)

BOARD OF ZONING APPEALS: JULY 10, 2014

B. ADMINISTRATIVE APPEAL

1. **Deferred-** 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# 523-12-00-058)

DESIGN REVIEW BOARD: JULY 16, 2014

C. CERTIFICATES OF APPROPRIATENESS – HISTORIC PROPERTIES

1. Approved- 1909 Thee Street: EE Fava Architects, applicants, request approval to revise a previously issued Certificate of Appropriateness at 1909 Thee Street. Requesting relief for increases to Principal Building Square Footage, Principal Building Coverage and Second Story Side Setbacks. (TMS# 529-09-00-080)

TREE COMMISSION: JULY 28, 2014

NO MEETING HELD

LVNR-2



TOWN OF SULLIVAN'S ISLAND TOWN COUNCIL: STAFF REPORT

Meeting Date: August 4, 2014
From: Building Department
Regarding: **Coffee Shops and Food Service Establishments**

ISSUE:

Zoning Ordinance text amendments to allow coffee shop uses as a special exception within the Community Commercial Zoning District; clarification of permitted, conditional and prohibited uses; and consideration of added definitions for food service establishments.

ENCLOSURES:

- Draft Text Amendments;
 1. Section 21-50.A.(1)(B), "Permitted Uses"
 2. Section 21-50.B. (1), "Conditional Uses"
 3. Section 21-50.C. (1), "Special Exceptions"
 4. Section 21-50.D. (1) "Prohibited Uses"
 5. Section 21-203, "Definitions"
- Draft Ordinance (ORD 2014-8);
- In-text track changes of sections proposed for amendment;
- Approved Planning Commission minutes (June 11th);
- Map of potential coffee shop locations with 300' foot rule applied (allowing up to 4 establishments- one per block);

BACKGROUND:

Since November 2013, the Planning Commission has considered above noted text amendments to allow "coffee shops" or small scale dine-in establishments, and amendments to reformat and clarify definitions of all food service establishments currently referenced within the Zoning Ordinance. The following bullets highlight the proposed text amendments:

1. Section 21-203, "Definitions"

Many of the definitions for food service establishments are currently listed by alphabetical order making it difficult to reference the various types of food service establishments. The suggested amendments place all definitions for food service establishments under one land use heading with subcategories of eating establishments (bakery, delicatessen, bar, coffee shop, formula restaurant, and restaurant).

2. Section 21-50.A.(1)(B), "Permitted Uses"

Remove "Bakery Goods" as "Bakery" is currently listed as a conditional use. Staff was unable to make a distinction between a store selling only "bakery goods" and a "bakery." Leave "Candy Shop."

3. Section 21-50.B. (1), "Conditional Uses"

Refer to definition of “*Bakery and Delicatessen*”, which is currently listed as a conditional use. All bakeries and delicatessens must be “take-out or retail sale” only.

4. **Section 21-50.C. (1), “Special Exceptions”**

The Planning Commission considered the below discussion points in drafting the proposed text allowing coffee shops:

- The Commission changed the name of the use designation from “*café*” to “*coffee shop*.” The majority felt “*coffee shop*” is more reflective of a counter service establishment with coffee being the core commodity sold with a limited menu of food items. A “*café*” is more indicative of a small restaurant or bistro with table service. “*Coffee shops*,” as proposed, are counter service establishments only;
- 15% maximum on-site alcohol consumption or retail sale
- Hours of operation limited: 6 a.m. to 10 p.m.
- Seating limitation: 25 seats
- Maximum of 700 square feet of interior patron seating area (can include waiting areas, walking aisles, and stool seating areas).
- Patio and porch area no more than 25% of the total interior area devoted to patron seating)
Example: 700 sq. ft. interior seating = 175 sq. ft. porch area
- Considered allowing coffee shops throughout the entire CC-District to afford all property owners equal opportunity to apply for the “*coffee shop*” Special Exception (equal protection clause);
- Apply a 300’ minimum distance between uses. This may allow up to four coffee shops in the district and ensure against an exclusionary zoning scenario.
- Add language for “*coffee shop*” definition to require applicant to outline “core” and “non-core ancillary items” to protect the district from “menu creep”: “A small establishment that does not provide full service of food and beverages, but limits its offerings to particular foods and beverages. These limited commodities must reflect a core business of the coffee shop use and a limited number of ancillary non-core items as a measure to keep from serving menu items indicative of a full service restaurant. Light meals shall include, but not be limited to, soups, sandwiches, salads, baked goods, desserts, ice cream, cheese plates, typical breakfast items and may only be made available by way of counter service.”
- Limit “*coffee shop*” to a beer and wine license only per SC Code of Regulations 7-200-1 and SC Code of Laws 61-4-500. No liquor sales allowed (South Carolina’s Alcohol Beverage Licensing Regulations).

5. **Section 21-50.D. (1) “Prohibited Uses”**

- Include prohibition of “*formula restaurants*.” Defined as 4 or more restaurant franchises. They felt that formula restaurants do not “reflect and enhance the Island’s quality of life, family atmosphere, and visual landscape” (Comprehensive Plan 2013).

ORDINANCE 2014-8

ORDINANCE TO AMEND ZONING ORDINANCES REGARDING EATING ESTABLISHMENTS WITHIN THE COMMUNITY COMMERCIAL DISTRICT: SECTIONS 21-203 "DEFINITIONS," 21-50.A.(1)(B) "PERMITTED USES," 21-50.B.(1) "CONDITIONAL USES," 21-50.C.(1) "SPECIAL EXCEPTIONS," AND 21-50.D.(1) "PROHIBITED USES," FOR THE TOWN OF SULLIVAN'S ISLAND

WHEREAS, Chapter 21 of the Town of Sullivan's Island Ordinance which is cited as "The Zoning Ordinance" was originally enacted in 1977; and

WHEREAS, the Town of Sullivan's Island has, from time to time, amended certain sections of the Zoning Ordinance; and

WHEREAS, the Planning Commission of Sullivan's Island has studied, discussed and received public feedback related to eating establishments at regular Commission meetings between November 13, 2014 and June 11, 2014; and

WHEREAS, the Planning Commission held a public hearing on June 11, 2014 regarding proposed Zoning Ordinance text changes, at which time the Commission recommended to Council approval of proposed text changes; and

WHEREAS, Town Council discussed this issue at the following public meetings: July 15, 2014 (Regular Council), _____; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL IN MEETING DULY ASSEMBLED, that the following sections of the Town's Zoning Ordinance be amended as follows:

AMENDMENT 1: ARTICLE 21: SECTION 21-203: DEFINITIONS

Amend Section 21-203, "Definitions" by altering the definition for "restaurant," adding a use category for "Food Service Establishments," and add several categories of food service establishments. Under this new land use category, add new definitions for "Coffee Shop", "Restaurant", and "Bakery and Delicatessen"

~~Restaurant. An establishment where food and drink are prepared to individual order, ordered and served at the table, and consumed primarily within the principal building or in established outdoor dining areas.~~

Food Service Establishments: An establishment where food and beverages are prepared to individual order, and is limited to restaurants, coffee shops, bars, bakeries and delicatessens.

Bakery and Delicatessen. An establishment where food and beverages are prepared for take-out or retail sale and does not include any wholesale activities. Bakeries and delicatessens shall meet all of the requirements of Section 21-50.B. (1).

Bar. A prohibited establishment where alcoholic beverages are served for on premise consumption, which generates greater than fifty (50) percent of total revenue from alcohol sales.

Coffee Shop. A small establishment that does not provide full service of food and beverages, but limits its offerings to particular foods and beverages. These limited commodities must reflect a core business of the coffee shop use and a limited number of ancillary non-core items as a measure to keep from serving menu items indicative of a full service restaurant. Light meals shall include, but not be limited to, soups, sandwiches, salads, baked goods, desserts, ice cream, cheese plates, typical breakfast items and may only be made available by way of counter service. Sales of food and other goods shall constitute at least eighty-five (85) percent of total revenue, and limit alcohol sales to beer and wine only (per SC Code of Regulations 7-200-1 and SC Code of Laws 61-4-500), which may comprise no more than fifteen (15) percent of total revenue. Coffee shops shall meet all the requirements of Section 21-50.C. (2).

Formula Restaurant/Eating Establishment. A restaurant or other eating establishment consisting of four or more franchise businesses, where food and beverages are prepared for consumption either on or off the premises and which is required by contract or other arrangement to offer any of the following: standardized menus, ingredients, food preparation, décor, uniform, architecture or similar standardized features.

Restaurant. An establishment where food and beverages are prepared for individual order, ordered and served from the table and consumed primarily within the principal building or in established outdoor dining areas. Sales of food and other goods constitute at least fifty (50) percent of total revenue, and sales of alcohol comprise no more than fifty (50) percent of total revenue. Restaurants shall meet all of the requirements of Section 21-50.C. (1).

AMENDMENT 2:

ARTICLE 21: SECTION 21-50.A.(1)(B): PERMITTED USES IN CC-DISTRICT

Amend Section 21-50.A.(1)(B), "Permitted Uses" by removing "Bakery goods," which is established as a conditional use within Section 21-50.C. (1) "Bakery."

Sec. 21-50. Permitted uses, conditional uses and prohibited uses.

Permitted uses in CC-District.

- (1) Retail businesses:
 - (a) Art and framing shop;
 - (b) ~~Bakery goods~~ or Candy shop;

AMENDMENT 3:

ARTICLE 21: SECTION 21-50.B. (1): CONDITIONAL USES IN THE CC-DISTRICT:

Amend Section 21-50.B. (1), "Conditional Uses" by inserting a cross-reference to definitions for "Bakery" and "Deli"

B. Conditional uses in the CC-District.

- (1) ~~Bakery or deli take out only: on premise food/beverage consumption permitted under Special Exception Restaurant.~~
- (1) Bakeries and Delicatessens as defined in Section 21-203.

AMENDMENT 4:

ARTICLE 21: SECTION 21-50.C. (1): SPECIAL EXCEPTIONS IN THE CC-DISTRICT:
Amend Section 21-50.C. (1), "Special Exceptions" by noting various conditions for operating "Coffee Shop," and "Restaurants:"

C. Special Exceptions in the CC-District.

- (1) Restaurants as defined in Section 21-203.
 - (a) The use as a restaurant shall only be permitted on existing lots zoned CC-Community Commercial in the block of Middle Street between Station 22-1/2 and Station 22; provided, however, that no new bars or restaurants may be established within 300 feet of any existing bar or restaurant. The distance of separation between the two uses shall be measured in a straight line between the front doors of each use without regard to intervening structures or objects.
 - (b) Outdoor patios, porches and decks are permitted only on the front facing main floor of the Principal Building;
 - (c) The hours of operation, ~~including deliveries,~~ shall be limited to 6:00 a.m. to 2:00 a.m.; and,
 - (d) No outdoor entertainment or speaker system is permitted, but this shall not prevent the service of food and beverages on porches, decks and patios.

- (2) Coffee Shop as defined in Section 21-203.
 - (a) Coffee shops shall only be permitted on existing lots zoned CC-Community Commercial provided, however, that no new coffee shop may be established within 300 feet of any existing coffee shop. The distance of separation between the two uses shall be measured in a straight line between the front doors of each use without regard to intervening structures or objects.
 - (b) Contains no more than twenty-five (25) seats with no more than seven hundred (700) square feet of interior floor area devoted to patron seating.
 - (c) Outdoor patios, porches and decks are permitted provided such outdoor space does not exceed twenty-five (25) percent of the coffee shop's available floor area devoted to patron seating. The total number of patron seats, inclusive of outdoor patios, porches and decks, shall not exceed twenty-five (25).
 - (d) The hours of operation shall be limited to 6:00 a.m. to 10:00 p.m.; and,
 - (e) No outdoor entertainment or speaker system is permitted, but this shall not prevent the service of food and beverages on porches, decks and patios.
 - (f) Coffee shop uses shall be limited to preparing light meals with appliances which do not require Type I or Type II kitchen exhaust hood system inspections per SCDHEC Section 6-8-20; Subsection 8-400.

AMENDMENT 5:

ARTICLE 21: SECTION 21-50.D. (1): PROHIBITED USES IN THE CC-DISTRICT:

Amend Section 21-50.D. (1) "Prohibited Uses" by removing conflicting language from the definition of "Bar." Include prohibition of "formula restaurant" via cross-reference.

D. Prohibited uses in the CC-District.

~~(1) Bars or businesses that serve alcoholic beverages for on-premise consumption where less than thirty percent (30%) of their revenues are generated from the sale of on-premise restaurant prepared food.~~

~~(a) Note: Existing bars are permitted to operate under the Nonconforming Use provisions of this Zoning Ordinance; however, this does not prevent the Town of Sullivan's Island from enacting other non-zoning related ordinances pertaining to their operations.~~

(1) Bars as defined in Section 21-203 or any business that serves alcoholic beverages for on premise consumption, which generates greater than fifty (50) percent of total revenue from alcohol sales.

(2) Formula restaurants as defined in Section 21-203.

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

That this Ordinance takes effect and be in full force immediately.

Approved by the Town of Sullivan's Island Council on the ____ day of _____, 2014

Mike Perkis, Mayor

Attest:

Ellen Miller, Town Clerk

First reading: _____

Second reading: _____

Ratification: _____

Attest to Form:

Lawrence Dodds, Esq., Town Attorney

LUNR-9

**ORDINANCE FOR THE SALE OF LOT 4, BLOCK 12 IN THE TOWN OF
SULLIVAN'S ISLAND**

ORDINANCE NO. 2014-09

WHEREAS, Title 5 of the South Carolina Code of Laws sets forth the powers, duties, functions and responsibilities of all municipalities; and,

WHEREAS, Section 5-7-40 of the State Statute provides for ownership and disposition of property b municipalities; and,

WHEREAS, Section 2-60 of the Town of Sullivan's Island Municipal Code sets forth the procedure for disposition of Town real property; and,

WHEREAS, the Town Council has determined that the sale of certain parcels of real property will facilitate the financing of several capital projects including but not limited to construction of a new Town Hall, acquisition of a fire fighting apparatus and capital construction projects within the Water and Sewer Department; and,

NOW, THEREFORE, BE IT ORDAINED, by the Town of Sullivan's Island, in a meeting duly assembled, that the following parcel be offered for sale according to the procedures set forth by the Code of Ordinances of the Town of Sullivan's Island:

- A. Lot 4, Block 12, TMS No. 529-12-00-037 – No Street Address, Vacant Lot close to Station 30 and I'On Avenue.

Motion was made by _____; seconded by _____, and approved by a vote of _____. Passed and approved by the Town Council of the Town of Sullivan's Island, South Carolina on the ____ day of _____, 2014.

Michael Perkis, Mayor

Attest:

Ellen Miller, Town Clerk

Attest to Form:

Larry Dodds, Town Attorney

LUNR-10

PUBLIC FACILITIES COUNCIL WORKSHOP

August 4, 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 – Work continues with Creech and Associates and Hill Construction on schematic design and construction pricing.
2. Residents' proposal for causeway beautification project.

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

July 2014

				Fiscal	Previous
	July 2014	June 2014	July 2013	Year to date	Year to date
TOTAL PERMITS ISSUED	42	32	23	42	23
TOTAL C.O. ISSUED	1	2	1	1	1
NEW HOME PERMITS	1	2	1	1	1
COST OF CONSTRUCTION	1,843,561	976,976	1,236,508	1,843,561	1,236,508
PERMIT FEES COLLECTED	23,295.16	25,690.56	32,094.00	23,295.16	32,094.00
Budget amount 2012/2013				250,000.00 9.31%	
DEMOLITIONS/MOVING	1	0	1	1	1
INSPECTIONS	81	67	34	81	34
OTHER SITE VISITS	23	32	30	23	30
BUSINESS LICENSE	29,728.88	27,840.00	17,277.87	29,728.88	17,277.87
Budget amount 2012/2013					

RECREATION COUNCIL WORKSHOP

August 4, 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

No action items for Council at this time.

II. Matters for Discussion by Council

1. Staff position for Administration/Recreation.
2. Engineering Study for Mound at Stith Park

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 50th Anniversary Celebration – The Moultrie News would like to celebrate its 50th anniversary with Island residents on or about October 17, 2014 with an event in the Park.