

FINANCE COUNCIL WORKSHOP

September 8, 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.

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) – 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.
2. Property Values FY 2014/2015 – The Charleston County Auditor has provided the Appraised and Assessed Real and Personal Property values for FY 2014/2015.
3. Vehicle Purchases FY 2015 – The Town has budgeted replacement of four (4) vehicles during FY 2015 (2 Police and 2 Water and Sewer). The budgets were presented with vehicle acquisition as lease purchase agreement. With payments made in arrears, no outlay of cash is required until FY 2016.

The Animal Control vehicle (2002; 215,000 miles) is experiencing major mechanical issues with a repair estimate of \$9,900.00. A replacement vehicle can be added to the lease purchase agreement without affecting budgeted expenses.

4. Greene, Finney and Horton Audit FY2014 – Larry Finney will present the audit for FY2014 to Council on September 16, 2014. Mayor Perkis reviewed the audit with Ms. Emily Sobczak on September 5, 2014.

IV. Matters Pending By Council

No pending items at this time.

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)

<u>CLASS</u>	<u>RATE</u>	
	<u>INCOME: 0-\$2000</u> MINIMUM	<u>ALL OVER \$2,000</u> 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 accreted 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: _____

Second Reading and Ratification: _____

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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)	
NET EST TO COMBINED TAXING JURISDICTIONS		\$	10,700	
Sullivans Island ONLY				
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)	
NET EST TO SULLIVAN'S ISLAND		\$	1,942	
Sullivans Isl Combined Millage	0.21040		0.21040	
Sullivans Island Millage (only)	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
Real Property			
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
Total		1,291,283,333	62,073,950
MCP			
	4%	0	0
	6%	0	0
	10.50%	0	0
SL	10.50%	0	0
Total		0	0

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

Personal Property			
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
Total		29,356,286	3,082,410

MCP			
Full Levy	10.50%	0	0
Spl Levy	10.50%	0	0
Total		0	0

FILOT

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

Motor Vehicles

July thru Dec 14

	6%	13,405,919	804,355
	10.50%	532,999	55,965
Total		13,938,917	860,320
Collection Rate		0.9548	0.9548
Net Base		13,308,878	821,434
Millage (PY)			0.0293
Tax Collection			24,068

Jan thru Jun 15

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

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)	
Total Collectable Base	1,265,231,382	63,013,630

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Andy Benke

From: Russell Campbell <RCampbell@charlestoncounty.org>
Sent: Thursday, September 04, 2014 10:51 AM
To: Andy Benke
Subject: FW: Message from "RNP00267366FCA1"
Attachments: 20140904104636309.pdf

Andy,

Attached is the new sheet.

Russ

W. Russell Campbell, Jr.
Chief Deputy Auditor
Charleston County Auditor's Office
843-958-4212
RCampbell@charlestoncounty.org

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

From: copier@charlestoncounty.org [mailto:copier@charlestoncounty.org]
Sent: Thursday, September 04, 2014 10:47 AM
To: Russell Campbell
Subject: Message from "RNP00267366FCA1"

This E-mail was sent from "RNP00267366FCA1" (Aficio MP 2352).

Scan Date: 09.04.2014 10:46:35 (-0400)
Queries to: copier@charlestoncounty.org

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**PUBLIC SAFETY
COUNCIL WORKSHOP**

September 8, 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

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

III. New Matters Presented to Council

No new matters for Council at this time.

IV. Matters Pending Further Action By Council

Type of Incident	Total Incidents
Structure Fire	2
Alarm Malfunction	7
Unintentional Alarm	1
Emergency Medical	32
Water Rescue	6
Citizen Assist	5
Hazardous Condition	
Automobile Fire	
Trash, Rubbish, or Grass Fire	
Smoke Scare	
Other Misc.	7
Total Responses	60

Beach Calls
26
Contacts
26

Incidents Where Aid was Given	
Mutual Aid	
Automatic Aid	2

Fire Department Activities:

Fire Department performed 12 prefire plan updates

Tours given to 56 adults and 223 children.

Training:

Volunteer drill held on 8/6 and 8/20.

SULLIVAN'S ISLAND POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
AUGUST 2014

08/03/14 – Officers responded to a report of an overturned vehicle at Station 22.5 and Middle, during the investigation officers learned that the driver had been drinking and over turned the vehicle while making the corner. The driver was arrested, processed and lodged in the county jail.

08/03/14 – A complainant reported that sometime over the past month someone had entered his residence and removed several fishing rods and reels.

08/04/14 – A complainant reported that someone had removed his iPad from his place of employment while he was at lunch.

08/08/14 – A complaint reported that he came home and found a subject in his garage, when the complainant confronted the subject he asked the complainant if his residence had been broken into and then asked for \$20, the subject the left the area.

08/09/14 – Officers received a report of a subject lying on the ground near Station 22 and Middle Street, officer located the subject and aroused him and the subject then became belligerent with the officers, it was also learned that the subject was intoxicated and had been involved with several individuals with the business district. The subject was arrested and lodged in the county jail.

08/13/14 – A complainant reported that someone remove a bicycle and a lawn mower from underneath his residence.

08/17/14 – A complaint reported that her dog had been attacked by another dog while on the beach near Station 28.5. The complaint could not identify the owner of the dog.

08/18/14 – A complainant reported that her back pack had been removed from her blanket while she was on the beach. The pack was later located with cash and debit card missing.

08/23/14 – While on patrol an officer located a vehicle park in the roadway blocking traffic, due to this vehicle being a traffic hazard the vehicle was towed.

08/14/14 – Officer responded to a domestic dispute in which both parties agreed was verbal only, the couple agreed to separate for the night and talk about things at a later time.

08/26/14 – A subject was located camping in the sand dunes on the beach at Station 18.5, while checking the subject it was learned that he had outstanding warrants from Summerville and the Charleston County Sheriff's Office, the subject was detained and a deputy pick him up for the warrants.

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SULLIVAN'S ISLAND POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
AUGUST 2014

08/27/14 – Officers responded to a residence in reference to a possible burglary in progress, on arrival the officer located a subject in the outside shower and when told to come out the subject can out and charged the officer, the second officer tackled the subject before he could reach the first officer, the subject was intoxicated and was arrested and lodged in the county jail.

08/28/14 – A vehicle was stopped for a traffic violation and during the stop it was learned that the subject had an open container inside the vehicle, the vehicle was towed and the driver was taken home.

08/31/14 – A complainant reported that someone removed his golf cart from his house, the cart was later found near the fire training facility.

08/31/14 – A complaint reported that several subjects went on her porch damaging the screen and leaving empty beer cans on the porch.

SLED	Inhouse Code / Description	Last Year	This Year
ALCOHOL CRIMES			
90D	90D DRIVING UNDER THE INFLUENCE	1	2
90E	90E DRUNKENNESS	3	
90G	90G LIQUOR LAW VIOLATIONS	6	2
Total for Category:		10	4
ARSON/SUSPICIOUS FIRE			
200	200 ARSON		
978	978 SUSPICIOUS FIRE		1
Total for Category:		0	1
ASSAULTS			
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	6	5
13B	CDV CDV - SIMPLE ASSAULT	5	
13C	13C ASSAULT - INTIMIDATION		
36A	36A INCEST		
36B	36B RAPE - STATUTORY		
36C	36C INDECENT EXPOSURE (SEXUAL NATURE)	1	
753	753 TELEPHONE CALLS - OBSCENE, HARASSING	1	
Total for Category:		15	7
DRUG CRIMES			
35A	35A DRUG / NARCOTIC VIOLATIONS	16	8
35B	35B DRUG EQUIPMENT VIOLATIONS	13	6
Total for Category:		29	14
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	15	13
NRP	NRP INCIDENT NOT REPORTED	58	41
Total for Category:		73	54
LARCENY CRIMES			
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	1	
23D	23D THEFT FROM BUILDING		1
23E	23E THEFT FROM COIN OPERATED MACHINE		
23F	23F THEFT FROM MOTOR VEHICLE	9	6
23G	23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES		1
23H	23H LARCENY - ALL OTHER	19	11

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SLED Inhouse Code / Description			Last Year	This Year
LARCENY CRIMES				
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	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:			46	24
OTHER CRIMES				
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	10	8
90F	90F	FAMILY OFFENSES, NONVIOLENT	5	3
90H	90H	PEEPING TOM		
90I	90I	RUNAWAY	3	
90J	90J	TRESPASS OF REAL PROPERTY	3	6
90K	90K	INCORRIGIBLE		
90L	90L	TRUANCY		
90N	90N	RESISTING ARREST	3	3
90P	90P	CONTRIBUTING TO DELINQUENCY OF A MINOR		
90Z	90Z	ALL OTHER OFFENSES	15	8
979	979	MISSING PERSONS	1	1
980	980	SUICIDES	1	1
992	992	PROWLER		
Total for Category:			42	31
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	12	10
Total for Category:			12	10
Total for Reporting Period:			227	145

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Monthly Report for August 2014
OFFENSES REPORTED

09/04/2014

Page 1

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	1	1	0	0
120 ROBBERY	0	1	0	0
13A ASSAULT - AGGRAVATED	0	0	0	2
13B ASSAULT - SIMPLE	0	5	0	6
220 BURGLARY / BREAKING & ENTERING	1	3	0	9
23C SHOPLIFTING	0	0	0	1
23D THEFT FROM BUILDING	1	1	0	0
23F THEFT FROM MOTOR VEHICLE	0	6	1	9
23G THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	0	1	0	0
23H LARCENY - ALL OTHER	3	11	5	19
240 MOTOR VEHICLE THEFT	0	0	0	2
250 COUNTERFEITING / FORGERY	0	0	2	2
26B TELLER MACHINE FRAUD	0	0	0	2
26C IMPERSONATION	0	1	0	2
290 VANDALISM OF PROPERTY	2	10	3	12
35A DRUG / NARCOTIC VIOLATIONS	0	8	2	16
35B DRUG EQUIPMENT VIOLATIONS	0	6	1	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	8	2	10
90D DRIVING UNDER THE INFLUENCE	1	2	0	1
90E DRUNKENNESS	0	0	1	3
90F FAMILY OFFENSES, NONVIOLENT	1	3	0	5
90G LIQUOR LAW VIOLATIONS	0	2	0	6
90I RUNAWAY	0	0	0	3
90J TRESPASS OF REAL PROPERTY	2	6	1	3
90N RESISTING ARREST	0	3	1	3
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	1	13	1	15
90Z ALL OTHER OFFENSES	1	8	2	15
978 SUSPICIOUS FIRE	0	1	0	0
979 MISSING PERSONS	0	1	0	1
980 SUICIDES	0	1	0	1
CDV CDV - SIMPLE ASSAULT	0	0	0	5
NRP INCIDENT NOT REPORTED	3	41	5	57
TOTALS	19	145	27	226

PS-6

90Z Breakdown
For Period 8/2014

Case Number	Date	Description
14-00162	08/28/2014	OPEN CONTAINER

PS-7

NRP Breakdown
For Period 8/2014

Case Number	Date	Description
14-00152	08/17/2014	DOG BITE
14-00157	08/23/2014	TOWED MOTOR VEHICLE
14-00160	08/26/2014	AGENCY ASSIST

PS-8

VICTIMS REPORTED

09/04/2014

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	1	1	0	0
120 Robbery	0	2	0	0
13A Assault - Aggravated	0	0	0	2
13B Assault - Simple	0	8	0	7
220 Burglary / Breaking & Entering	0	3	0	10
23C Shoplifting	0	0	0	1
23D Theft from Building	1	1	0	0
23F Theft from Motor Vehicle	0	6	4	12
23G Theft of Motor Vehicle Parts or Accessories	0	1	0	0
23H Larceny - All Other	3	11	5	21
240 Motor Vehicle Theft	0	0	0	2
250 Counterfeiting / Forgery	0	0	2	2
26B Teller Machine Fraud	0	0	0	2
26C Impersonation	0	1	0	2
290 Vandalism Of Property	2	10	3	12
35A Drug / Narcotic Violations	0	8	2	18
35B Drug Equipment Violations	0	6	1	13
36C Indecent Exposure (Sexual Nature)	0	0	0	1
520 Weapon Law Violations	0	1	0	1
90C Disorderly Conduct	2	8	2	10
90D Driving Under the Influence	1	2	0	2
90E Drunkenness	0	0	1	3
90F Family Offenses, Nonviolent	1	4	0	7
90G Liquor Law Violations	0	2	0	6
90I Runaway	0	0	0	3
90J Trespass of Real Property	2	6	0	3
90N Resisting Arrest	0	3	1	3
90T ALL TRAFFIC EXCEPT DUI & FAILURE TO STOP	1	11	1	14
90Z All Other Offenses	1	7	2	13
978 Suspicious Fire	0	1	0	0
979 Missing Persons	0	0	0	2
980 Suicides	0	1	0	1
CDV CDV - SIMPLE ASSAULT	0	0	0	6
NRP Incident Not Reported	2	29	3	38
TOTALS	17	134	27	217

PS-9

Monthly Report for August 2014

PERSONS ARRESTED

Total Individuals Arrested for Month: 3 With 3 Counts

Total Individuals Arrested for Year: 33 With 53 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	3	0	31	7				
2 - Juveniles	0	0	1	0				
3 - Narc - Adults	0	0	7	2				
4 - Narc - Juveniles	0	0	5	0				
TOTALS	3	0	44	9				

PS-10

Monthly Report for August 2014

PERSONS ARRESTED

09/04/2014

Page 1

	This Month	This Year To Date
Juveniles	0	3
Adults	3	30

PS-11

Race/Sex Breakdown for Arrested
For Period 8/2014

	For Period	So Far This Year
White		
Male	3	26
Female	0	5
Black		
Male	0	2
Female	0	0
Other		
Male	0	0
Female	0	0

PS-12

Monthly Report for August 2014
PROPERTY VALUES

Type	Total for Month	Total for Year
Burglary Stolen	0.00	1260.00
Larceny Stolen	3530.00	13716.00
Criminal Damage	200.00	5552.00
MVT Stolen	0.00	0.00
Other Stolen	0.00	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	3530.00	15496.00
Total Recovered	0.00	0.00
Total Seized	466.00	652.00

PS-13

**WATER AND SEWER REPORT
COUNCIL WORKSHOP
SEPTEMBER 8, 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

W&S Committee meeting was held on Thursday, August 21, 2014
(Minutes pending)

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 August 2014

FLOW: Distributed 9.749 MG this month, with a daily average flow of .304 MG and a Daily Max of .428 MG

SALES: 7.706 MG billed (*all water*) with a daily average of 0.249MG. (7.699 MG billed in August last year with a daily average of 0.248 MG)

RED WATER: No red water calls.

DISTRIBUTION SYSTEM: CWS water main break in Harbor. Water source switch to IOP RO Treated ground water for one week. A couple discolored water complaints due to homeowners filter system. Some complaints about water characteristics, primarily slippery feeling and taste different due to the change in water source.

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: 20 check for leaks; 0 frozen pipes; 2 monthly rereads; 1 misc. customer complaint; 0 replace customer shut off; 0 turn on; 0 turn off; 40 locates; 0 install irrigation meter; 1 remove irrigation meter; 0 irrigation quote; 8 read meter; 0 meter box repairs; 10 disconnect delinquent acct; 9 reconnect delinquent acct; 0 pulled meter for demo; 1 reinstall meter from demo; 0 backflow inspection

W+S-1



Town of Sullivan's Island
Water & Sewer Department

Manager Greg Gress
843-883-5748

CHEMICALS: Used 63 gallons of phosphate.

OTHER:

W+S-2



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

Monthly Sewer Report
For
August 2014

COLLECTION SYSTEM: Cleaned 116 ft main line MH6-14 to MH6-16. Sewer main backed up. 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.

W+S-3



Town of Sullivan's Island Water & Sewer Department

Manager Greg Gress
843-883-5748

FLOW: Processed 16.970 Million Gallons this month, with a daily average of 0.547 MG and a maximum weekly average of .597 MG. Rainfall total was 4.47 inches.

SALES: 6.201 MG billed this month with a daily average of 0.200 MG. (5.694 MG billed in August last year with a daily average of 0.184 MG).

HEADWORKS: Parts installed for screenings press. Screen press working properly now.

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 one high (over 43/100ml) fecal sample this month to DHEC. Entero samples were well below limits. Follow up fecal samples were normal.

BIOSOLIDS: 13 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: 649 lbs. of chlorine and 403lbs. of sulfur dioxide used for the month.

COMPUTER SYSTEMS: No operational problems.

W+S-4



Town of Sullivan's Island

Water & Sewer Department

Manager Greg Gress
843-883-5748

WORK ORDERS: 39 locates; 0 pool filling permit inspection; 0 sewer connection inspection (first time); 0 sewer connection inspection (sewer replacement); 1 sewer reconnect inspection (reconnect from a demo); 0 sewer disconnect inspection (disconnect for a demo); 0 grease trap inspection; 0 install new tap; 0 repair cleanout; 1 back up.

OTHER: HDR working 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.

W+S-5



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



September 5, 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 August 1, 2014 to August 31, 2014.

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

Respectfully,

A handwritten signature in black 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
08/01/2014								

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-7



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



September 5, 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 August 1, 2014 to August 31, 2014.

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

Respectfully,

A handwritten signature in blue ink 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**

08/14

System Name: Sullivan's Island System Number: 101003 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)
	Can Lab ID: <u>10065</u>	Can Lab ID:			
1					
2					
3					
4					
5					
6	11				
7					
8					
9					
10					
11					
12					
13	1				
14	1				
15					
16					
17					
18					
19					
20	1				
21					
22					
23					
24					
25					
26					
27	1				
28					
29					
30					
31					
Total	6				

Compliance with Distribution System Disinfectant Residual Criteria:

$$V = (c+d+e)/(a+b) \times 100 = (0 + 0 + 0) / (6 + 0) \times 100 = 0\%$$

For Previous Month, V = 0

Prepared by: Shafiq Hussain

Date: 9-5-14

W45-9



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



September 8, 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 August 1, 2014 to August 31, 2014 is enclosed. Should you have any questions, please contact me at (843)-883-5748.

Respectfully,

A handwritten signature in blue ink that reads "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

19 TR

FINAL LIMITS

LOCATION: AT 2051 GULL DRIVE

FROM 14 | 08 | 01 TO 14 | 08 | 31

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	*****	*****	*****	6.2	*****	*****		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	10	14		*****	2	3		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	10	13		*****	2	3		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 NNNNNNNNNN	SAMPLE MEASUREMENT	0.4	0.5		*****	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 YNNNNNNNNNY	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	0.54	0.59		*****	*****	*****	*****	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 09 08			
COMMENT AND EXPLANATION OF ANY VIOLATIONS		(Reference all attachments here)				SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		Area Code NUMBER			

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-11

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

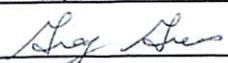
FACILITY: SULLIVAN'S ISLAND WWTF
 LOCATION: AT 2051 GULL DRIVE

MONITORING PERIOD
 FROM 14 | 08 | 01 TO 14 | 08 | 31

19 TR FINAL LIMITS
 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			
51040 LAB ID: 10122 E. COLI (MPN/100ML) MLOC=O	SAMPLE MEASUREMENT	*****	*****	*****	*****	5	11		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	*****	*****	*****	*****	9.8	50.0		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	*****	*****	*****	*****	97%	*****		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	*****	*****	*****	*****	97%	*****		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 violations.	 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE
Mike Perkis Mayor TYPED OR PRINTED			843-883-3198	14 09 08

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-12

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						
YEAR	MO	DAY	TO	YEAR	MO	DAY
14	08	01		14	08	31

19 TR INTERIM LIMITS

DMR VALID: 08/01/2013-06/30/2018

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		*****	*****	*****	7.0	*****	7.7		0	01/01	GR
PH Standard Units MLOC=1		*****	*****	****	6.0 MINIMUM	*****	8.5 MAXIMUM	SU		01/01	GR
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	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 violations.	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE
Mike Perkis Mayor TYPED OR PRINTED		<i>Mike Perkis</i>	843-883-3198	14 09 08
COMMENT AND EXPLANATION OF ANY VIOLATIONS	(Reference all attachments here)	Area Code NUMBER	YEAR MO DAY	

W+S-13

Wastewater Construction Permit Bureau of Water



PROJECT NAME: MIDDLE STREET GRAVITY SEWER EXTENSION	COUNTY: CHARLESTON
LOCATION: Along Middle Street between Station 20 1/2 Street and Station 22 1/2 Street and along Station 20 1/2 St in Sullivan's Island SC	

PERMISSION IS HEREBY GRANTED TO: SULLIVANS ISLAND TOWN OF
2051 GULL DR
SULLIVANS ISLAND SC 29482

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Antonio Ragos, Registered Professional Engineer, S.C. Registration Number: 29604.

PROJECT DESCRIPTION: Approximately 1728 LF of 8" gravity sewer, two (2) doghouse manholes and seven (7) manholes to serve four (4) residential lots, a one-bedroom unit, two (2) restaurants, a post office, a real estate office, office suites and a commercial lot.

TREATMENT FACILITY: The wastewater will be discharged to the SULLIVANS ISLAND TOWN OF (NPDES permit SC0020052) at a design flow rate of 4795 gallons per day (GPD).

STANDARD CONDITION:

NOTE: In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the CHARLESTON EQC OFFICE at 843-953-0150. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

1. All construction/materials for this project must conform to the Standard Specifications for BP Barber and Associates, Inc.

PERMIT NUMBER:	37776-WW
ISSUANCE DATE:	August 26, 2013
EXPIRATION DATES:	Construction must be completed and the Approval to Place in Operation granted prior to August 26, 2016 or this permit will expire.

Ann R. Clark, Director
Stormwater, Construction, and Agriculture
Permitting Division

GBA

W+S-14



REC'D SEP 16 2013

Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

September 12, 2013

Mr. Antonio Ragos, PE
URS
4016 Salt Point Parkway, Suite 200
North Charleston, SC 29405

RE: Middle Street Gravity Sewer Extension (Permit Number 37776-WW) - Charleston County

Dear Mr. Ragos:

This office has received a copy of your permit to construct on the above referenced project and ask that you adhere to the following procedure:

1. Notify this office in writing when construction begins so that we may conduct interim construction inspections. If the project is a new well, notification must be provided prior to pouring pad.
2. A request should be made (preferably in writing by the engineer) for a final inspection. The engineer or his representative, the contractor, utility and the operator (where applicable) should be present during the final inspection.
3. To expedite issuance of a DHEC Operation Approval, we are requesting the engineer be responsible for obtaining all the necessary items needed for issuance of operating permits and submit the items as one package to this office for review by district personnel. Items needed in this package are as follows:
 - Engineer's letter of certification as per the signed construction permit application wording (any major deviations from the plans/specifications should be stated in this letter);
 - As-built drawings stamped and signed by project professional engineer;
 - Letter from utility or owner accepting this project for operation and maintenance;
 - Office of Ocean and Coastal Resource Management letter of approval (if applicable);
 - Bacteriological results with chlorine residual and pressure tests results for water line projects;
 - Drawdown test results and pressure test results for sewer lift stations/force main projects;
 - Mandrell and sewer leakage test results for gravity sewer lines;
 - Well log, bacteriological results, pumping test results and required chemical test results for well projects;
 - Items required by special conditions on the construction permit.

Following this procedure will help avoid delays in obtaining a DHEC approval to place your project into operation. Your cooperation is appreciated.

Sincerely,

V. Harvey Wilkins/dl

V. Harvey Wilkins, PE
Lowcountry EQC Region - Charleston
1362 McMillan Ave, Suite 300
Charleston, SC 29405

W+S-15

c: Town of Sullivans Island



Town of Sullivan's Island
Water & Sewer Department

843-883-5748

ggress@sullivansisland-sc.com

To: Gary Visser
2924 Middle Street
Sullivan's Island, SC 29482

Re: Your unsolicited assistance during the CWS main break

Gary

I just wanted to personally thank you for your unsolicited assistance during the CWS water main break last week. I am grateful to have a professional in the water quality field reside in the community I serve. It is comforting to know someone with your water quality knowledge and background is by your side and willing to lend a hand during an emergency. You are an asset to the community.

Thank you for loaning us the monitoring equipment and make the calls to get the supplies needed for Fluoride monitoring. Thank you for calibrating the CWS chlorine analyzer so the Town could continue tracking chlorine residual on our SCADA system. Again thank you for all you help.

Sincerely,

A handwritten signature in blue ink that reads "Greg Gress".

Greg Gress
Sullivan's Island
Water & Sewer Department Manager

W+S-16

ADMINISTRATION COUNCIL WORKSHOP

September 8, 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

III. New Matters Presented to Council

1. Personnel
 - a) Personnel Report
2. 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.
3. 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.
4. Correspondence
 - a) Penn Hagood; 2424 Raven Drive; 09-07-14: Sullivan’s Island Protected Land.
 - b) Mayor Perkis, 08-28-14: Note of appreciation to Isle of Palms Water and Sewer Commission for assistance during CWS main break.
 - c) Kin Hill, CWS, 08-20-14: Note of appreciation and recognition to Sullivan’s Island staff for cooperation and assistance during main break.

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.



PERSONNEL REPORT September 2014

Activity as of Friday, September 5, 2014

HIRINGS/RESIGNATIONS: None

CURRENT OPENINGS:

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

PERSONAL DAY HOLIDAY/VACATIONS:

Department Heads: Greg Gress (W/S): Sept 2-5, 2014 (Tues-Fri)
Town Hall Staff: Ellen Miller: Sept 12-15, 2014 (Fri & Mon)
Kim Griffin: Sept 22-26, 2014 (Mon-Fri)
Mary Poole: Sept 26, 2014 (Fri)
Randy Robinson: Sept 2-5, 2014 (Tues-Fri; in/out)

PROFESSIONAL DEVELOPMENT/TRAINING:

Staff Safety Meeting/Training: 8:00AM Thursday, September 25, 2014
(Administration Department conducts safety talk)

MUNICIPAL COURT NOTE:

Next Jury trials will be held Monday-Wednesday, September 29-Oct 1, 2014 at Island Club

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

1st 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 **

3rd 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 4th 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 91/274</p> <p>April Fools' Day</p>	<p>2 92/273</p>	<p>3 93/272</p> <p>Good Friday</p> <p>Passover begins at sundown</p>	<p>4 94/271</p> <p><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 95/270</p> <p>Easter</p>	<p>6 96/269</p> <p>Easter Monday (C)</p> <p>Council Workshop</p>	<p>7 97/268</p>	<p>8 98/267</p> <p>Planning</p> <p>Passover</p>	<p>9 99/266</p> <p>BZA</p>	<p>10 100/265</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>12 102/263</p> <p>Eastern Orthodox Easter</p>	<p>13 103/262</p>	<p>14 104/261</p>	<p>15 105/260</p> <p>DRB</p>	<p>16 106/259</p> <p>Holocaust Remembrance Day</p>	<p>17 107/258</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>19 109/256</p>	<p>20 110/255</p>	<p>21 111/254</p> <p>Council</p>	<p>22 112/253</p> <p>Administrative Professionals Day</p> <p>Earth Day</p>	<p>23 113/252</p>	<p>24 114/251</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>26 116/249</p>	<p>27 117/248</p> <p>Tree Comm</p>	<p>28 118/247</p>	<p>29 119/246</p>	<p>30 120/245</p>	



2015 July

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September 2015
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October 2015
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 182/183 Canada Day (C)	2 183/182	3 184/181	4 185/180 Independence Day
5 186/179	6 187/178 Council Workshop	7 188/177 court	8 189/176 Planning	9 190/175 BZA	10 191/174	11 192/173 when is July 4th holiday
12 193/172	13 194/171	14 195/170 court	15 196/169 DRB	16 197/168	17 198/167 (Eid) al Fitr begins at sundown	18 199/166
19 200/165	20 201/164	21 202/163 Council	22 203/162	23 204/161	24 205/160	25 206/159
26 207/158	27 208/157 Tree Comm	28 209/156	29 210/155	30 211/154	31 212/153	



2015 **September**

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



September 2015
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December 2015
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January 2016
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Council Workshop Shemini Atzeret	6 Simchat Torah court	7	8 BZA	9	10
11	12 Columbus Day Thanksgiving (C) Day of the Race (M)	13 court	14 Muharram begins at sundown	15	16 National Boss' Day	17
18	19	20 Council	21	22 DRB	23 Ashura begins at sundown	24 United Nations Day
25	26 Tree Comm	27	28	29	30	31 Halloween



2015 December

November 2015
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December 2015
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January 2016
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February 2016
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March 2016
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 27 28 29 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1 335/30	2 336/29	3 337/28	4 338/27	5 339/26	
	6 340/25 Hanukkah begins at sundown	7 341/24 Pearl Harbor Remembrance Day Council Workshop	8 342/23	9 343/22 Planning	10 344/21 BZA	11 345/20	
		Hanukkah 7-14					12 346/19 Virgin of Guadalupe (M)
13 347/18	14 348/17	15 349/16	16 350/15	17 351/14	18 352/13	19 353/12	
		Council	PRB				
20 354/11	21 355/10 Winter begins	22 356/9	23 357/8	24 358/7	25 359/6 Christmas	26 360/5 Boxing Day (C) Kwanzaa begins	
				holiday	holiday		
27 361/4	28 362/3	29 363/2	30 364/1	31 365/0 New Year's Eve			
	holiday						



A-7

Andy Benke

From: E Miller
Sent: Tuesday, August 26, 2014 8:09 AM
To: Andy Benke
Subject: FW: Public Hearing for 2015-2016 Urban Entitlement Funding Cycle

October 21st Council meeting - to schedule for Urban Entitlement Public Hearing - ok with you? Thanks.

From: Victoria Marshall [mailto:VMarshall@charlestoncounty.org]
Sent: Tuesday, August 26, 2014 7:09 AM
To: E Miller
Subject: RE: Public Hearing for 2015-2016 Urban Entitlement Funding Cycle

Good morning Ellen.

Johnna Murray, Community Development Director would like to schedule the County to be on the agenda for October 21, 2014 at 6:00 p.m. Let me know if that will work and I will put it on her calendar. Thank you and have a great day on Sullivans Island!

Victoria Marshall

Program Administrator

Charleston County Community Services

4045 Bridge View Drive, Suite C202

North Charleston, SC 29405-7464

(843) 202-6986

(843) 202-6961 FAX

www.charlestoncounty.org

From: E Miller [mailto:emiller@sullivansisland-sc.com]
Sent: Monday, August 25, 2014 2:36 PM
To: Victoria Marshall
Subject: RE: Public Hearing for 2015-2016 Urban Entitlement Funding Cycle

Our Council meetings are October 21, November 18, or December 16 at 6:00pm. Please let me know if these dates are not available, and perhaps we can schedule a Special Meeting before our Council workshops, which occur the first Monday of the month at 6:00pm.

Thank you,

Ellen

From: Victoria Marshall [mailto:VMarshall@charlestoncounty.org]
Sent: Monday, August 25, 2014 2:33 PM
To: E Miller
Subject: Public Hearing for 2015-2016 Urban Entitlement Funding Cycle
Importance: High

Dear Ms. Miller,

As a designated Urban Entitlement community in good standing, Charleston County anticipates receiving Program Year (PY) 2015 funding from the 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. In preparation for entering into a grant agreement with HUD for PY 2015 grant funds, Charleston County's Urban Entitlement Program will begin its planning activities by conducting a series of countywide Public Hearings to encourage citizen participation in the development of the PY 2015-2016 community development activities.

I am scheduling public hearing dates in October, November or December. Last year, our staff member was scheduled for 6:00 p.m. on Tuesday, November 19th. I would like to get a date confirmed with you as soon as possible so that I can prepare an ad to run in the local newspaper for the entire schedule. I will also produce a hearing notice for publication at your Town Hall.

Kindly respond to this email before the close of business on Friday, September 19th with Mount Pleasant's preferred date so that we can contact other municipalities in the area to finalize the schedule. If you have any questions, feel free to contact our office at (843) 202-6960.

Sincerely,
Victoria Marshall

Victoria Marshall
Program Administrator
Charleston County Community Services
4045 Bridge View Drive, Suite C202
North Charleston, SC 29405-7464
(843) 202-6986
(843) 202-6961 FAX
www.charlestoncounty.org

A-9

SEP 08 2014

September 7, 2014

Dear Town Council Members,

I am writing regarding the developing maritime forest in the accreted and **protected** land on the front of Sullivan's Island.

I am one of many Islanders who have enjoyed watching and walking through this new land and wildlife area as it has formed in the years since Hurricane Hugo leveled the existing dune lines.

I well recall the complete devastation of the whole Island after Hugo and the efforts of residents to restore the Island. My husband and I were part of the small group that spent that fall installing sand fences on the beach to capture the wind blown sand in an attempt to develop a modest dune line as protection for the remaining homes from the winter storms. Those sand fences had to be continually monitored, repaired and even replaced throughout that brutal winter, but by spring there was evidence of progress and everyone on the Island celebrated the nascent natural protection as it was nursed into existence in a mutually beneficial partnership between people and nature.

In the years since, we have taken great pleasure in watching that public land grow and the vegetation and wildlife attracted there as it matures. There were several bad years early on when the growth of the dunes retreated during winter storms, and some homeowners even received permission to put walls of sandbags between their homes and the sea. But gradually, little by little, the sand swirled the other way.

Today, as you know, we have a vibrant and continually developing maritime forest, growing across several established lines of dunes. The value of this forest and the accreted dune lines will be incalculable in the event of future major storms. The growing trees, bushes and grasses anchor the sand with a penetrating root system.

When Hugo hit, we lived on the third row. Most of the houses in front of us disappeared as they were swept off their lots by the sea and washed back across the Island. Our house stood, only because of the hedge in the front yard. That hedge, with its complex root system, withstood the fury of the sea and trapped a house from the front beach that had been swept back into us. The roof and siding of the front beach house literally became tangled in our thick hedge and came no further. If it had struck our foundation, our home surely would have sustained devastating damage. As soon as the debris was cleared, I fertilized and restored that hedge. The rest of the yard came later, but the hedge had proven its value.

Today, our Island enjoys a natural buffer, many times stronger and more valuable than my single hedge. We should nourish the forest, encourage its development and protect it.

A-10

I travel our beach path every day, sometimes several times a day, and no journey through the accreted land is the same. There is always something new to see or hear. After Hugo, there were not even any squirrels left on the Island and most of the birds were dead. There is so much life in the dunes now!

This summer has seen the return of the painted buntings. I have not seen them since Hugo, and now they are back! These rare, incredibly beautiful songbirds have moved into the pines and myrtles, and I have been privileged to see them on multiple mornings. Their population has been declining nationally, so it is particularly special that they have returned.

This spring, when the fresh water from the winter rains was trapped between the dune lines, there were different species of ducks nesting there. I watched a mallard family grow up, and, for the first time, saw wood ducks using the fresh water areas and protective trees. I spotted bald eagles several times last winter, and I knew spring was finally here when the nighthawks returned. Recently, there have been several different kinds of hummingbirds enjoying the wildflowers as they migrate through. In addition to the birds, we have seen deer, the beneficial black snakes, the Sullivan's Island horned toads, again not seen since Hugo, and even the occasional coyote.

SEP 08 2014

All of this is thrilling and wonderful! We count our blessings daily to live in such an amazing natural place surrounded by woods and waters. So many people spend their lives with little or no access to such bounty. Both of our children who were reared on the Island now live in major cities: Washington, DC and New York. What they miss most is the easy access to the natural world.

When the residents of Sullivan's Island pooled their dollars after Hugo to buy and protect the accreting land, it came at a time when most needed every penny they had to restore their own homes and lives. The commitment and sacrifice we made as a community to buy and preserve that land was done knowingly and with forethought. Residents made an investment in what they loved most about Sullivan's: its natural beauty, its diversity of landscape and the opportunity to establish and protect a natural buffer against any future storms. We were proud to be a part of that effort.

Through the years, as the town has debated how to use and manage nature's bounteous gift, Council has tried to do so with respect for the varied points of view represented. This has made it all the more heartbreaking in recent years to watch as some homeowners and Council members, many of whom we consider friends, have become so forceful about pushing an aggressive vision to change the land, the dunes and the maritime forest.

It takes a long time to grow a tree and an even longer time to grow a forest. It takes only a brief moment to destroy both and the habitats they provide.

I hope that Town Council and the Islanders they represent will consider the legacy they want to leave for future residents. A healthy, mature habitat, developed by Nature and God's grand design is a gift of enduring value to future generations. Carving up portions

of public land and aggressively changing what has naturally developed there would be a great loss now and for those who will follow us in the future.

The great cities of America made sure to set aside and protect green spaces. The houses bordering such lands are now the most valuable in those cities. Great leaders and statesmen preserved and protected vast lands around America to create our national parks. Today, millions of people appreciate their foresight and their vision.

Sullivan's Island residents and Council are at the crossroads of just such a historical moment. May they have the courage and fortitude to be visionary by leaving a lasting legacy of natural beauty and diversity for all to enjoy.

SEP 08 2014

Sincerely,

Penn Hagood

MICHAEL PERKIS
MAYOR

TOWN OF SULLIVAN'S ISLAND



TOWN COUNCIL
JERRY KAYNARD, MAYOR PRO TEM
CHAUNCEY CLARK
HARTLEY COOPER
SUSAN MIDDAUGH
PATRICK O'NEIL
MARY JANE WATSON

ANDY BENKE
TOWN ADMINISTRATOR
JASON BLANTON
COMPTROLLER
LAWRENCE A. DODDS
TOWN ATTORNEY
GREG GRESS
WATER AND SEWER MANAGER
JOE HENDERSON
ZONING ADMINISTRATOR
DANIEL S. HOWARD
CHIEF OF POLICE
ELLEN MILLER
TOWN CLERK
RANDY ROBINSON
BUILDING OFFICIAL
M. ANTHONY STITH
FIRE CHIEF

August 28, 2014

Mr. Jay Leigh, Chairman
ISLE OF PALMS WATER AND SEWER COMMISSION
Post Office Box 528
Isle of Palms, SC 29451

In reference: Charleston Water System Main Break

Dear Mr. Leigh,

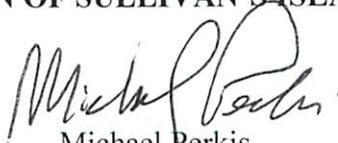
On behalf of the members of Town Council, town staff and residents of Sullivan's Island please accept our sincere expression of thanks and gratitude to the members of your Commission and staff for the effort during the most recent Charleston Water System main break near Fort Johnson.

For the second time in six years, Isle of Palms Water and Sewer Commission has come to the rescue of Sullivan's Island. The teamwork and cooperation by your staff during this crisis resulted in a mere inconvenience rather than a major disruption to our residents.

The Town values the relationship between our two utilities and we look forward to being assistance of you.

With kind regards, I am

Sincerely,
TOWN OF SULLIVAN'S ISLAND


Michael Perkis
Mayor

CC: Susan Middaugh, Chair Water and Sewer Committee
Andy Benke, Town Administrator
Greg Gress, Water and Sewer Manager

A-13



REC'D AUG 22 2014

Board of Commissioners
Thomas B. Pritchard, Chairman
David E. Rivers, Vice Chairman
William E. Koopman, Jr., Commissioner
Mayor Joseph P. Riley, Jr. (Ex-Officio)
Councilmember Dean C. Riegel (Ex-Officio)

P.O. Box B
Charleston, SC 29402
103 St. Philip Street (29403)
(843) 727-6800
www.charlestonwater.com

Officers
Kin Hill, P.E., Chief Executive Officer
Dorothy Harrison, Chief Administrative Officer
Wesley Ropp, CMA, Chief Financial Officer
Andy Fairey, Chief Operating Officer
Mark Cline, P.E., Capital Projects Officer

August 20, 2014

Town of Sullivan's Island
P. O. Box 427
Sullivan's Island, SC 29482

Attn: ✓ Mr. Andy Benke, Town Administrator
Mr. Greg Gress, Manager, Water & Sewer Department

Re: Thank You!

Dear Andy and Greg,

The staff and management of Charleston Water System (CWS) would like to sincerely thank you both and your fine staff for your recent cooperation and communication in working with CWS and with the Isle of Palms Water & Sewer Commission staff in repairing the recent water main leak near Fort Johnson. Without your collective energy and diligence, this situation could have been much more serious; thankfully, quick and decisive actions by all parties involved allowed the impact of this main leak to be greatly diminished.

The teamwork displayed in working towards the common goal of providing safe drinking water and fire protection for our rate payers was rewarding to witness. We sincerely apologize for any inconvenience that this event may have caused for your staff and your customers/residents. With your assistance and the collective efforts of the Isle of Palms and others, the repair was made in less than five days, a remarkable turn-around considering the location of the leak, and all the other extenuating factors. Rest assured that we will continue to evaluate this supply main in an effort to minimize any such future occurrences.

Again, thanks so much for your willing cooperation and understanding during this unfortunate event.

Sincerely,

Charleston Water System

Kin Hill, PE, CEO

cc: Honorable Mike Perkis, Mayor, Town of Sullivan's Island
CWS Officers
Jenny Craft, Communications Manager

A-14

**LAND USE AND NATURAL RESOURCES
COUNCIL WORKSHOP**

September 8, 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

1. LUNR Committee Meeting – Approval of LUNR meeting minutes from August 29, 2014.

II. Matters for Discussion by Council

1. Discussion of Implementation Previously Plans for Phase 1 and Phase 2 Projects in the Protected Land.
2. Greenbelt Fund Projects – General discussion of various Greenbelt Fund Projects reviewed by the LUNR Committee at the August 29, 2014 meeting.

III. New Matters Presented to Council

No new matters for Council at this time.

3. Matters Pending Further Action by Council

No pending matters at this time.

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

Date: September 2, 2014
From: Building Department
Prepared For: Land Use and Natural Resources Committee
Regarding: Board, Commission & Zoning Update

ZONING UPDATE:

- **AUGUST ZONING ENFORCEMENT ACTIVITY**
 - One (1) guilty conviction for illegal subletting of a room 7-8-2014
 - Two (2) land use violations identified- Certified letters sent
 - One (1) land use violation brought into immediate compliance (illegal sublet for group home)
 - Six (6) zoning violations ongoing
 - Two (2) properties brought into compliance (all non-permitted work removed)

PLANNING COMMISSION: AUGUST 13, 2014

A. ITEMS FOR CONSIDERATION

1. **CC-Community Commercial District-Article IV, Section 21-52 Maximum Structure Size:** Town staff requests review of Zoning Ordinance Section 21-52, regulations for maximum structure size within the CC-District.
2. **Town of Sullivan's Island Zoning Map (Digital Version):** Staff requests review of the Town's official zoning map in Geographic Information Systems (GIS) version, which has been digitized for administrative editing.

BOARD OF ZONING APPEALS: AUGUST 14, 2014

B. ADMINISTRATIVE APPEAL

1. **Deferred to September meeting-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: AUGUST 20, 2014

C. CERTIFICATES OF APPROPRIATENESS – HISTORIC PROPERTIES

1. **(Approved) 1102 Osceola Avenue:** Beau Clowney Design, applicants, request final approval of a historic home restoration, relocation, and addition to a Sullivan's Island Landmark. (TMS# 523-07-00-070)

D. CERTIFICATES OF APPROPRIATENESS – NON HISTORIC PROPERTIES

1. (Approved) 2714 Atlantic Avenue: Brian Hellman, applicant and owner, requests approval to orient a proposed new home construction toward I'on Avenue instead of toward Atlantic Avenue in accordance with Section 21-31 of the Zoning Ordinance. (TMS# 529-11-00-028)
2. (Approved) 2708 Atlantic Avenue: Herlong and Associates, applicants, request approval of a one bedroom and one bathroom addition to the southeast corner of an existing single-family home. (TMS# 529-11-00-029)

TREE COMMISSION: AUGUST 25, 2014

NO MEETING HELD

Date: Sept. 2nd, 2014
To: The Town of Sullivan's Island
From: Jeff Jackson, Consultant
Re: SINT Phase I Construction Alternatives

The Town has requested that I submit alternatives to the construction of the elements in phase I of the Sullivan's Island Nature Trail (SINT). This is in response to the excessive costs that came in when the package was put out for bid. These suggestions follow and relate to the original bid document. These are merely suggestions, and may be taken as a whole or in parts in order to bring down the construction costs to a reasonable amount.

Detail A – Beach Boardwalk

This entire boardwalk has been put on hold due to erosion in this area. This will eliminate 180 linear feet of boardwalk as well as the 2 benches associated with it.

Detail B – Dune Boardwalk

What I am recommending is that we reduce the number of segments from 22 to 13. This will not change the overall length of the boardwalk but will lessen the complexity of this element, thereby resulting in some cost savings.

Detail D – Swale Boardwalk

I am recommending that we follow the same 85 foot centerline but not make the boardwalk a freeform shape. Instead make it the standard 6 foot wide boardwalk. For benches we could cantilever them off the side and make them each 6 feet long. This would result in having approximately 510 square feet of boardwalk as opposed to 1140 square feet in the original package – a 55% reduction in area. Also bench area would be halved. And there would be no trees within the boardwalk area, lessening the complexity and costs. See attached diagram.

Detail E – Wetland Boardwalk

Recommend reducing the number of benches along this element from 3 to 2. See attached diagram.

Free-standing Benches

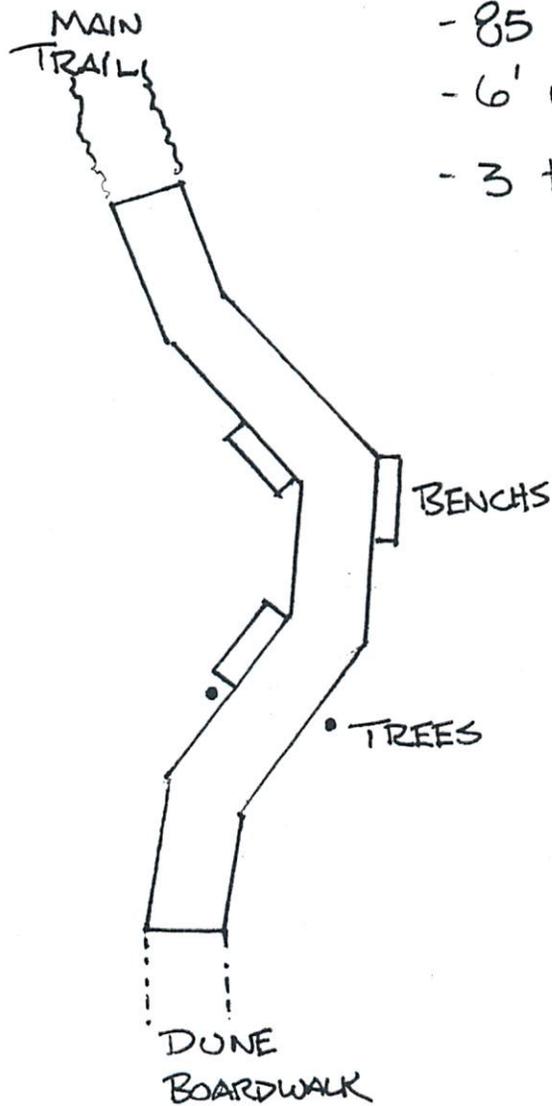
I am recommending eliminating the 3 free-standing benches that are located in the northernmost half of the trail (or landward of the wetland). The 2 free-standing benches closest to the ocean would remain. This would keep all benches within sight of the more traveled and used areas, making the trail easier to police.

The above changes will result in the following

- 32% reduction in total square footages of boardwalk
- 46% reduction in the total square footages of benches

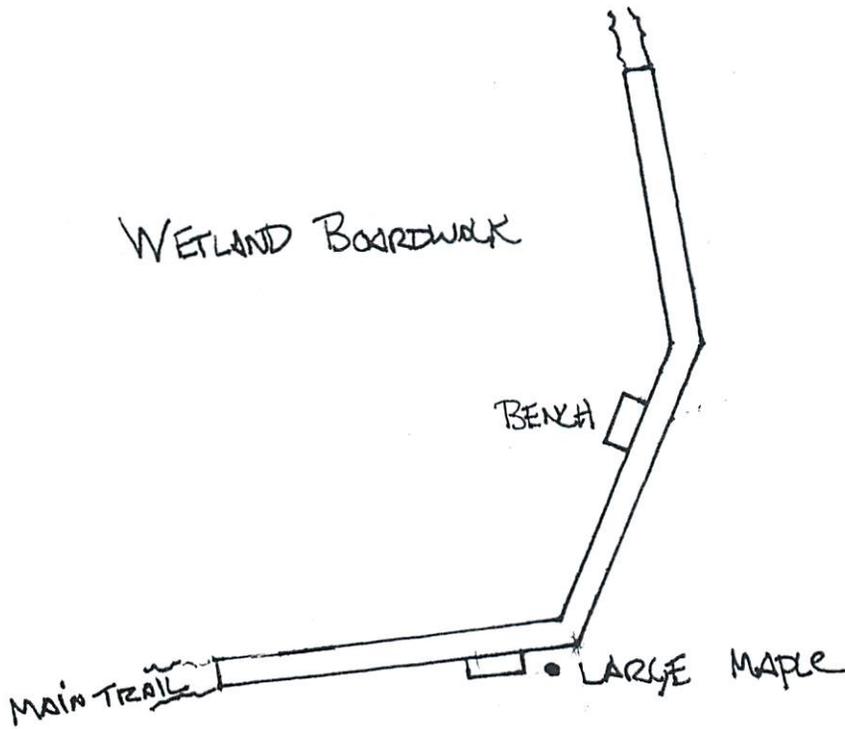
REVISED DETAIL D-
SWALE BOARDWALK

- 85 Ft. LONG. / 510 sq.ft.
- 6' wide
- 3 benches 6' x 30"



REVISED Detail E

- SHOWING APPROX.
BENCH PLACEMENT



**PUBLIC FACILITIES
COUNCIL WORKSHOP**

September 8, 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 will present the conceptual design of Town Hall to the public on September 8, 2014 and to the Design Review Board on September 17, 2014.

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

August 2014

				Fiscal	Previous
	Aug. 2014	July 2014	Aug 2013	Year to date	Year to date
TOTAL PERMITS ISSUED	22	42	33	64	56
TOTAL C.O. ISSUED	1	1	2	2	3
NEW HOME PERMITS	2	1	1	3	2
COST OF CONSTRUCTION	398,708	1,843,561	1,979,236	2,242,269	3,215,800
PERMIT FEES COLLECTED	27,496.31	23,295.16	16,303.50	50,791.47	48,398.00
Budget amount 2012/2013				250,000.00 20,3%	245,000.00 20%
DEMOLITIONS/MOVING	1	1	0	2	1
INSPECTIONS	34	41	36	115	100
OTHER SITE VISITS	41	23	16	64	46
BUSINESS LICENSE	16,159.06	29,728.88	50,206.84	45,887.94	67,484.71

PF-1

RECREATION COUNCIL WORKSHOP

September 8, 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. Battery Gadsden – General discussion of lease agreement for Battery Gadsden to Battery Gadsden Cultural Center Inc.

III. New Matters Presented to Council

1. Park Waste and Recycle Containers – The Park Foundation is proposing an weather proof and aesthetic enhanced container for the waste and recycle 95 gallon rolling bins.

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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE AGREEMENT

This lease Agreement is made and entered into as of this xxth day of **MONTH, 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 one year commencing on the **xxth day of MONTH, 2014 and ending on the xxth day of MONTH 2015.** Landlord reserves the right to extend lease for second one 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, 2015.

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 purpose 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.

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 form 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 an Ex-Officio Non-Voting seat on its Board of Directors to a member of Council or designated employee;
- (ii) Shall provide Landlord with complete set of keys for all locks securing the property.
- (iii) Landlord shall have 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 828 Middle Street, 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:

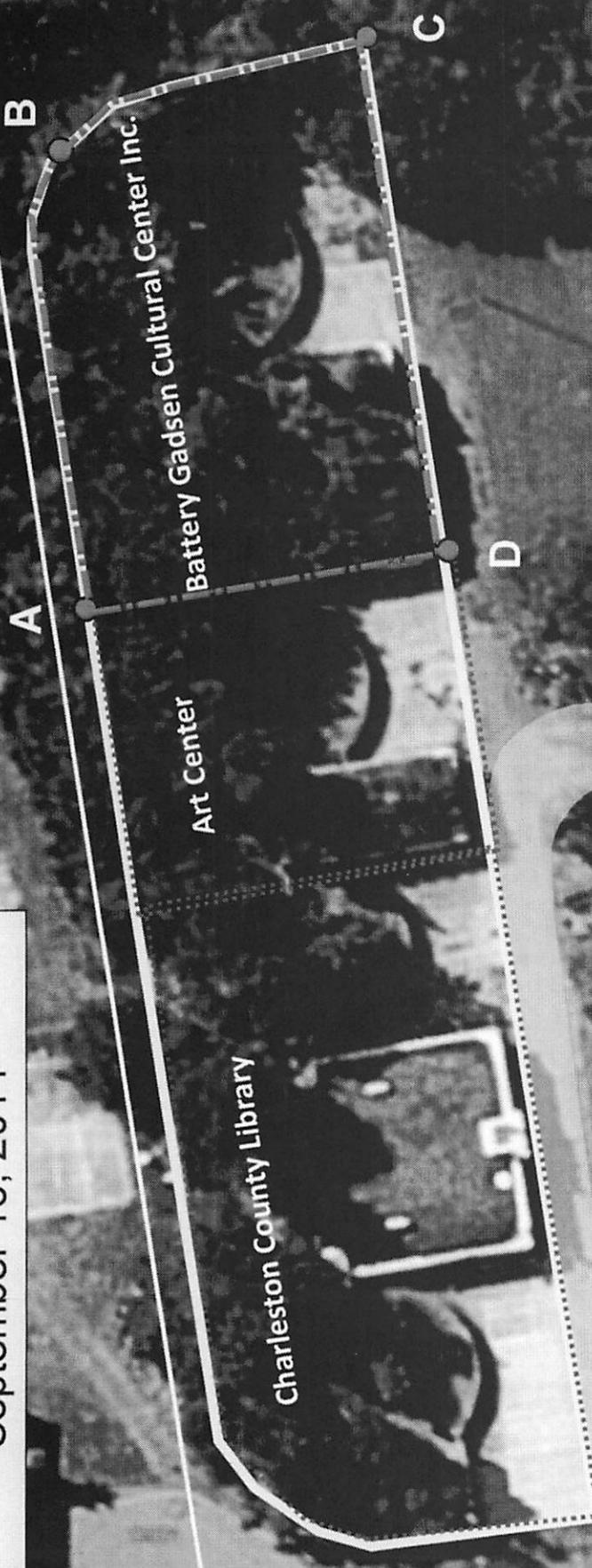
ITS:

Battery Gadsden Cultural Center, Inc.

By:

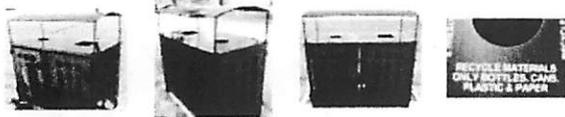
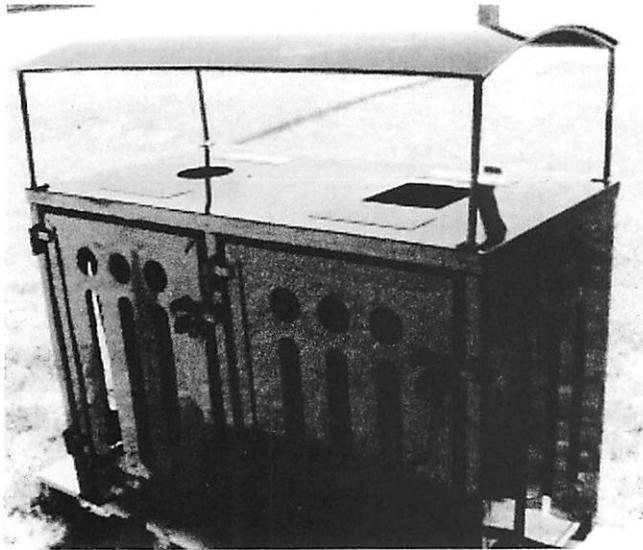
ITS:

Battery Gadsen Cultural Center Inc.
Lease Agreement- Exhibit A
September 16, 2014



1-800-822-7200 - MISS HOland
 Total 506 B100 5- CANS
 1500 Freight

Home Recycling Bins Dual Recycle Bin 50-Gallon Dual Recycling Bin



Dual Recycling Bin. This 50-gallon dual recycling container comes with either a steel or recycled plastic top. Optional rain guard also available. Colors are black, blue, bronze, or green. Custom colors available.

50-Gallon Dual Recycling Bin

CODE: Recy-LZR-FT-(2)50-SA

List price: \$1,560.00 You save: \$390.00 (25%)

\$1,170.00 BLACK

OCC Colors (?): * Black Bronze Green Blue
 Silver grey Other, see note below!

OCC offers hundreds of color including the standard RAL colors, Architectural series and custom mixed colors. Please contact us with you color requirements. For more details please go to: www.occoutdoors.com/blog/understanding-nonstandard-colors-cost/



- Top Options: Steel Top Recycle Plastic Black top (+\$99.00)
- Rain Guard option: No Rain Guard Rain Guard (+\$199.00)
- Recycle Text Options Side #1: CANS/BOTTLES PLASTIC PAPER
 RECYCLING TRASH
- Recycle Text Options Side #2: CANS/BOTTLES PLASTIC PAPER
 RECYCLING TRASH
- Recycled Plastic Top Custom Text (?):

* Due to the size of this item, we will contact you within 1-2 hours with the best shipping quote.

Quantity Discounts:	
QUANTITY	6+
PRICE	\$1,111.50

4" Concrete Pad -
 Location

Description

Laser cut panels reduces the weight but not the appearance. Customized to meet your recycle needs what ever they may be! Each section has a 50-gallon round heavy duty polyethylene liner. Side access door is lockable and provides easy access for emptying. Liners and Anchor kit all included!

- Available in Green, Black, Bronze or Blue. Custom colors available upon request.
- Durable Zinc Advantage or Clear Advantage SUPER powder coat finish Paint options details

Product inquiry

Need a quick shipping quote?

Please provide as much information as you can and we'll typically reply within minutes!

Your name:

Your e-mail: *

Phone:

R-11

- Other options available are full hood rain guard.
- Steel top or recycle plastic top with custom engraved text, epoxy filled text. The first area to typically get damaged on any receptacle is the top. The advantage of the recycled plastic top over a steel top is the plastic can get scuffed but will never rust. And the engraved epoxy filled text is much more durable than any plaque or decal.
- All openings will be manufactured using our standards unless otherwise requested.
- Click on small pictures below large picture to see the options pictures.

Zip/postal code:

Your message: *

Anti-bot validation *

5 9 5 DC

Type the characters you see in the picture.

595DC

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by  **AYOKAY**

*All products are manufactured in the USA with exception of a few items molded in Canada with American made raw materials.