

Sullivan's Island Town Council
2050-B Middle Street
October 21, 2014
6:00 p.m.

Public Hearing – Charleston County Urban Entitlement Program

Welcome

Pledge of Allegiance and Invocation

I. Format: 20 minutes for general comments from the floor

II. Council Action Items

1. Approval of Minutes for September 16, 2014 Regular Meeting
2. Resolution Committing Funds for the Town's Non-Federal Share of the Cost for the Project Known as FEMA-DR-4166-SC, Sullivan's Island Wastewater Treatment Plant Flood Proofing
3. Motion of approval to tie the new Town Hall into the Sewer Treatment Plant by way of Gull Drive and Station 20-1/2 and authorize URS to update their engineering plan and provide cost estimates for project.
4. Proclamation of Charleston STEM (Science, Technology, Engineering and Mathematics) Festival Day
5. Proclamation of Mental Health Awareness Day
6. First Reading, Ordinance 2014-12, An Ordinance for the Sale of Lot 83-1/2 in the Town of Sullivan's Island (2624 Raven)
7. Second Reading and Ratification, Ordinance No. 2014-11, An Ordinance Amending Section 14 by adding Section 14-34 for a Lease Agreement with Battery Gadsden Cultural Center LLC.
8. Second Reading and Ratification, Ordinance No. 2013-09, An Ordinance Amending Section 14-25 of the Code of the Ordinances for the Town of Sullivan's Island to Revise Franchise Fees for Filming, Video Taping, and Still Photography for Commercial Purposes; and, to Add Language Prohibiting Filming of Any Type within the RC-1/RC-2 Zoning Districts or on the Beach.

- CONTINUED -

III. Reports and Communication

1. General and New Correspondence
2. Attorney's Report
3. Boards and Commissions Reports
 - a) Planning Commission
 - b) Board of Zoning Appeals
 - c) Design Review Board
 - d) Tree Commission
 - e) Municipal Elections Commission

IV. Committee Reports – Discussion Items

1. Finance Committee
2. Public Safety Committee
3. Water and Sewer Committee
4. Administration Committee
5. Land Use and Natural Resources Committee
6. Public Facilities Committee
7. Recreation Committee

V. Adjourn

September 16, 2014

The regular meeting of Town Council was held on the above date at 6:00 p.m. at Town Hall; all requirements of the Freedom of Information Act having been satisfied:

Present were: Mike Perkis, Mayor
Jerry Kaynard, Mayor Pro Tem
Chauncey Clark, Councilman
Susan Middaugh, Councilwoman
Pat O'Neil, Councilman
Mary Jane Watson, Councilwoman

Mayor Perkis led the Pledge of Allegiance, followed by a prayer by Councilwoman Watson. Residents and one member of the media filled Town Hall.

Mayor Perkis introduced Emily Sobczak of Greene, Finney and Horton, LLP, to present the Town's fiscal year 2014 audit. Ms. Sobczak stated that the Town was issued an unmodified opinion, which is the best opinion the Town could receive. In summary, the General Fund fund balance increased \$5.1 million mainly due to proceeds from the issuance of \$4.1 million in General Obligation bond as well as the sale of a Middle Street lot for \$605,000. The General Fund Unassigned fund balance is \$4.45 million, which covers 98% of 2014 actual expenditures and 101% of 2015 budgeted expenditures. The Water Fund had an increase in net position of \$21K; the Sewer Fund had a decrease in net position of \$40K. In the audit, no findings, significant deficiencies, or material weaknesses were noted.

I. FORMAT – Mayor Perkis opened the floor for comments.

Barbara Lassiter, 406 Patriot Street, stated that the trees need to be protected, especially to protect from hurricanes.

Sarah Diaz, 1325 Middle Street, stated that the transition zone is devastating to the ecosystem.

Eva Stratos, 2502 Goldbug Avenue, stated that the Town needs to protect the maritime forest.

Roy Williams, 2513 Atlantic Avenue, stated for Council to bring in expertise on both sides of the controversy and work out what is best for Sullivan's Island.

Jody Latham, 3010 I'on Avenue, stated to protect the trees.

Patricia Latham, 3010 I'on Avenue, stated she agreed with the first and second speakers, and Council should follow professional advice and keep information open to the public.

Libba Sloan, 1505 Middle Street, stated the Town should protect the coastal forest.

Andy Selcer, 1505 Middle Street, stated to save the buffer zone.

Bobby Thompson, 2917 I'on Avenue, commented on the past regarding the accreted land, and stated to protect the land.

Carlsen Huey, 828 Middle Street, stated he was representing the Board of Battery Gadsden Cultural Center. The Center is being rejuvenated with an emphasis on civilian history, artist display, work areas and performances. The Board is currently negotiating a lease with the Town.

Amy Hoyt, 1724 I'on Avenue, stated to protect the land.

Heidi Brown, 405 Station 22 Street, stated this Council has been asked to continue to preserve and protect the development of a maritime forest conservation area.

Hannah Heyward, 1701 Middle Street, stated Council as stewards of the accreted land promise to protect it; and that will help with the erosion problem.

Jerry Callahan, 1655 Middle Street, stated he agreed with the previous comments; however, he is concerned about the issue of property rights.

Luke Lewis, 2101 Pettigrew, stated he agreed with some of the comments; however, he doesn't think trees help gain accreted land, and the dunes help save homes from storms. For the transition zone, he asked Council to consider the safety feature of the transition zone, especially fire hazard.

Courtney Summers, 2520 Myrtle Avenue, asked Council to not alter the natural environment, especially since it is public land.

Howard Holl, 1807 I'on Avenue, stated he agreed about preserving the forest.

Mark Howard, 1820 Central Avenue, inquired about the status of the transition zone decision. Mayor Perkis noted he was not at the meeting for the vote. Councilman O'Neil stated it did not require second reading because it was not an ordinance. It was a decision made by a majority of Council at that particular Council meeting to establish the depth of the transition zone; and Council has taken no further action. Councilman Kaynard stated it is in the same position as every other decision Council has made on the transition zone. It is a policy statement by Council, not an ordinance. Mr. Howard stated that the 100 foot zone is too broad a statement and the issue needs to be fine-tuned.

Ed Fava, 2424 Myrtle Avenue, stated he was still confused about the transition zone. Mayor Perkis answered that he was not at that meeting, but he understood that the decision determined only the depth of the transition zone; what happens within the zone had not yet been created. Councilman O'Neil added that the decision previously passed by Council does not allow anyone to bulldoze or chainsaw the trees. Attorney Dodds agreed and noted that before any action could take place in that area, the Town is required to follow the requirements in the conservation deed. Mr. Fava stated the forest is a wonderful asset and there is no need to do anything with it.

Linda Lee, Vice President of Carolina Film Alliance, stated she had recently given new information to Administrator Benke and Councilman O'Neil for Council's review, and asked that Council defer the ordinance reading tonight.

Ettaleah Bluestein, 2513 Atlantic Avenue, stated the Land Trust agreement states it is to protect the views and the breezes on the island. Also, the Coastal Science and Engineering study provides scientific information on the designated sections of the front beach land. She encouraged everyone to read the Land Trust agreement and the scientific report; and stated everyone's opinion should be considered.

Will Post, 1907 I'on Avenue, stated Sullivan's Island is a "stop-over point" for migratory birds supported by the maritime forest.

Delores Schweitzer, 1612 Poe Avenue, stated to consider the sound scientific principles in the accreted land, and to keep the public informed; and also that she supported the Battery Gadsden Cultural Center.

Michael Mithoefer, 407 O'Neil, stated he strongly agreed in protecting this public land; and also commented on the process of how the transition zone decision was railroaded through. He continued that he wrote a letter to Council concerning this and asked Council, in the interest of respect, to throw that decision out.

Chuck Galis, 1817 Back Street, stated he agreed with Mr. Mithoefer, as what he witnessed at the August meeting was poor governance, and unnecessary politically-induced conflict. He did not like the method and manner the decision was made, and it completely ignored the need for professional management and enforcement. He asked Council to please make sure there are honest provisions for non-political professional management and enforcement.

Nickie Bluestein, 2513 Atlantic Avenue, stated the Town hired a professional scientific engineering firm and that study showed the only way to preserve the island is with sand dunes; trees do not protect the surge. He encouraged everyone to read the Land Trust agreement.

Fred Pittman, 2313 I'on Avenue, stated the maritime forest and the Island's way of life is worth preserving.

Alice Morrisey, 1652 Thompson Avenue, also agreed with preserving the forest.

II. COUNCIL ACTION ITEMS

1. Motion was made by Councilman Kaynard, seconded by Councilman Clark, to approve the August 19, 2014 Regular Council meeting minutes and the September 8, 2014 Special Council meeting minutes, carried unanimously.

2. Motion was made by Councilman Kaynard, seconded by Councilwoman Middaugh, to approve a Resolution to Approve Financing of Town Vehicles, carried unanimously. Mayor Perkis stated the financing is for Town vehicles in the amount of \$145,000 at a rate of 1.32%.

3. Motion was made by Councilwoman Watson, seconded by Councilman Kaynard, to move the First Reading of Ordinance No. 2014-11, An Ordinance Amending Section 14 to by adding Section 14-34 for a Lease Agreement with Battery Gadsden Cultural Center LLC until after the Executive Session, carried unanimously.

4. Motion was made by Councilman O'Neil, seconded by Councilman Kaynard, to approve to proceed with Phase I of the Nature Trail with Modifications to the previous RFP; and to include the boardwalk refurbishment at Station 26 beach path, carried unanimously. Councilman O'Neil stated this is a continuation of work to be funded by Greenbelt fund. It is the original nature trail and construction of small boardwalks and benches; and to refurbish the beach path at Station 26. Administrator Benke stated the cost for the beach path at Station 26 will be \$24,000, to include replacing the galvanized pipe with wood, and replacing all damaged and rotten wood.

5. Motion was made by Councilman O'Neil, seconded by Councilman Kaynard, to defer Second Reading and Ratification of Ordinance No. 2013-09, An Ordinance Amending Section 14-25 of the Code of Ordinances for the Town of Sullivan's Island to Revise Franchise Fees for Filming, Video Taping, and Still Photography for Commercial Purposes; and, to Add Language Prohibiting Filming of Any Type within the RC-1/RC-2 Zoning Districts or on the Beach, carried unanimously. Councilman O'Neil stated further discussion is needed with a representative with the film industry before proceeding.

III. REPORTS AND COMMUNICATIONS

1. **General and New Correspondence** – Correspondence was received from Penn Hagood regarding the accreted land and from Kin Hill of the Charleston Water System (CWS) thanking staff for their cooperation and communication with the recent water main leak near Fort Johnson. Also, Mayor Perkis wrote a letter on behalf of Town Council, Town staff and Island residents to Mr. Jay Leigh of the Isle of Palms Water & Sewer Commission, expressing thanks and gratitude for their teamwork and cooperation during the recent CWS water main leak to provide water service to the Town.

2. **Attorney Report** - No report.

3. **Boards and Commissions** – Mark Howard of the Design Review Board stated that Creech Associates would be presenting the Town Hall plans (as previously presented at Council Special Meeting on September 8, 2014), and the public is invited.

Motion was made by Councilwoman Middaugh, seconded by Councilman O'Neil, to move the Land Use and Natural Resource Committee report to the beginning of the Committee Reports, carried unanimously.

IV. COMMITTEE REPORTS

Land Use and Natural Resources Committee – Councilman O'Neil. Monthly report rendered.

Minutes - Motion was made by Mayor Perkis, seconded by Councilman Kaynard, to approve the minutes form the August 29, 2014 Land Use and Natural Resources Committee meeting, carried unanimously 3-0.

Phase 1 and Phase 2 projects in Protected Land – Councilman O'Neil stated that this project will be discussed after the current legal matters are resolved.

Greenbelt Fund projects – Council voted earlier in meeting to approve to proceed with Phase I of nature trail modification, to include the boardwalk refurbishment at Station 26 beach path.

Finance Committee – Mayor Perkis. Monthly report rendered.

FY 2014 Audit – The audit by Greene, Finney and Horton, LLC was presented earlier in the meeting.

Ordinance 2013-09 – The ordinance to revise fees for filming and videotaping and prohibit such activity in the RC-1/RC-2 areas or on the beach was deferred for Second Reading earlier in the meeting.

Tax Management Associates, Inc. – Charleston County has invited the Town to participate in audit services conducted by TMA in order to verify the accuracy and legitimacy of legal resident 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. After discussion, Council asked Town Attorney Larry Dodds to discuss with the Charleston County attorney before proceeding.

Public Safety Committee – Councilman Clark. Monthly reports rendered. No items for discussion.

Water and Sewer Committee – Councilwoman Middaugh. Monthly reports rendered.

Minutes – Motion was made by Councilman Kaynard, seconded by Councilman Clark to approve the Minutes from the Water & Sewer Committee meeting on August 21, 2014, carried unanimously 3-0.

I&I Project – The project will begin on October 6, 2014. Water & Sewer Manager Gress reported that the staging area would be at the wastewater treatment plant; the workers would be out on the island from 8am – 6pm. Information to residents will probably be on the next water bill in addition to a separate mailing regarding this activity.

Administration Committee – Councilman Kaynard. Monthly report rendered.

2015 Meeting Calendar – Clarification of meeting dates in 2015 will need to be discussed at a future meeting.

Sullivan's Island Elementary School Dedication Ceremony – The school dedication will take place on Monday, September 22, 2014 at 10:00 a.m. There will be an Open House for the public on Saturday, September 27, 2014 from 10am – 12 noon.

Public Facilities Committee – Councilman Clark for Councilwoman Cooper. Monthly report rendered.

New Town Hall and Police Project – Creech and Associates presented the conceptual design of Town Hall/Police project to the public on September 8, 2014 and will present to the Design Review Board and public on September 17, 2014. Council voted to release the architect to proceed to Design Documents phase of the project. Mr. Creech has asked for clarification regarding the enclosure above the Council room.

Recreation Committee – Councilwoman Watson. No items to report until after Executive Session.

Motion was made by Councilman Kaynard, seconded by Councilman O'Neil, to go into Executive Session at 7:40 pm., for Contractual – Managed Parking; Contractual – Purchase Offer 2624

Raven Drive; Contractual – Lease Agreement for Battery Gadsden; and Personnel – Vacation Policy, carried unanimously.

Motion was made by Councilman O'Neil, seconded by Councilwoman Middaugh, to come out of Executive Session at 8:40 pm., carried unanimously. Mayor Perkis stated that no votes or action were taken in Executive Session.

Motion was made by Mayor Perkis, seconded by Councilman Kaynard, to accept the back-up offer for 2620 Raven Drive, carried by a vote of 5-1, with Councilman O'Neil casting the nay vote.

Motion was made by Councilwoman Watson, seconded by Councilwoman Middaugh, to have First Reading of Ordinance No. 2014-11, An Ordinance Amending Section 14 to by adding Section 14-34 for a Lease Agreement with Battery Gadsden Cultural Center LLC. After discussion, motion was made by Councilman Kaynard, seconded by Councilman O'Neil, to amend the language in paragraph 19 (i) to read:

Provide a membership on its Board of Directors who will be a member of Town Council or designee of Council with full voting rights after the first year of the lease.

And, amend language in paragraph 2 to read:

The term of this lease shall be for a period of two years commencing on the 22nd day of October 2014 and ending on the 20th day of October 2016. Landlord reserves the right to extend the lease for the second two years on or before August 1, 2016, carried unanimously, 6-0.

Motion was made by Councilwoman Watson, seconded by Councilman Kaynard, to approve First Reading of Ordinance No. 2014-11 An Ordinance Amending Section 14 to by adding Section 14-34 for a Lease Agreement with Battery Gadsden Cultural Center LLC, as amended, carried unanimously 6-0.

Motion was made and seconded to approve a hardship request for an employee two-week vacation payout, carried unanimously, 6-0.

Motion was made by Councilman Clark, seconded by Councilwoman Middaugh, to adjourn at 8:55 pm, carried unanimously.

Respectfully submitted,

Ellen Miller

MICHAEL PERKIS
MAYOR

TOWN OF SULLIVAN'S ISLAND



TOWN COUNCIL
JERRY KAYNARD, MAYOR PRO TEM
CHAUNCEY CLARK
HARTLEY COOPER
SUSAN MIDDAGH
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

RESOLUTION

A RESOLUTION BY THE TOWN OF SULLIVAN'S ISLAND COMMITTING FUNDS FOR THE TOWN'S NON-FEDERAL SHARE OF THE COST FOR THE PROJECT KNOWN AS FEMA-DR-4166-SC, SULLIVAN'S ISLAND WASTEWATER TREATMENT PLANT FLOOD PROOFING

WHEREAS, the FEMA Hazard Mitigation Grant Program provides funding for projects which help reduce the potential for damages during disasters such as hurricanes and floods; and

WHEREAS, the Town believes in the importance of flood proofing the Sullivan's Island wastewater treatment plant for not only protecting the Town's infrastructure, but also the environment; and

WHEREAS, the Town is located in an area that is prone to flooding and has itself, seen firsthand, the destructive force of a major storm:

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Sullivan's Island, South Carolina will commit the required twenty- five (25%) non-Federal share the FEMA grant application. This amount will be funded through the Town's General Fund's fund balance, funds received from the issuance of the Town's 2014 General Obligation, and revenue received from the sale of Town owned, residential lots.

Resolved this 21st Day of October 2014.

TOWN OF SULLIVAN'S ISLAND

Gerald A. Kaynard, Mayor Pro Tem

Attest:

Ellen Miller, Town Clerk

Action-7

MICHAEL PERKIS
MAYOR

TOWN OF SULLIVAN'S ISLAND



TOWN COUNCIL
JERRY KAYNARD, MAYOR PRO TEM
CHAUNCEY CLARK
HARTLEY COOPER
SUSAN MIDDLEAUGH
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

PROCLAMATION

WHEREAS, the second Annual Charleston STEM.(Science, Technology, Engineering and Mathematics) Festival will be held at Liberty Square, Charleston on Saturday, February 7, 2015; and

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

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

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

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

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

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

Charleston STEM Festival Day

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

Dated: October 21, 2014

Gerald A. Kaynard – Mayor Pro Tem

Attest:

Action-8

Ellen Miller – Town Clerk

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

PROCLAMATION FOR MENTAL HEALTH AWARENESS DAY

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

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

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

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

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

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

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

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

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

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

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

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

Action-9

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, I, Gerald A. Kaynard Mayor Pro-Tem of the Town of Sullivan's Island, South Carolina, do hereby proclaim October 8, 2014 to be

MENTAL HEALTH AWARENESS DAY

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

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

Gerald A. Kaynard – Mayor Pro Tem

Attest:

Ellen Miller, Town Clerk

Action - 10

ORDINANCE FOR THE SALE OF LOT 83 1/2
IN THE TOWN OF SULLIVAN'S ISLAND
ORDINANCE NO. 2014-12

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

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

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

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

WHEREAS, the Town Council ordained on April 16, 2013 to sell, along with other lots, Lot 83 1/2, TMS No. 529-06-00-118; and

WHEREAS, Lot 83 ½ was first offered for sale by sealed bid and no acceptable bids were received. Thereafter, the lot was listed for sale with Dunes Properties; and

WHEREAS, the Town Administrator has negotiated a contract for Lot 83 1/2 for the sales price of \$720,000.00, subject to approval by Town Council; and

WHEREAS, Town Council believes it is in the best interest of The Town to ratify said contract and to sell the same for the negotiated price.

NOW, THEREFORE, BE IT ORDAINED by the Town of Sullivan's Island, in a meeting duly assembled that Lot 83 1/2, TMS No. 529-06-00-118 be sold to Kurt Nesbitt and Elizabeth Nesbitt in accordance with the terms and conditions of the contract dated September 9, 2014 and that the Mayor Pro-Tem sign the deed of conveyance to be attested to by the Town Clerk.

Action-11

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

Gerald A. Kaynard, Mayor Pro-Tem

Attest:

Ellen Miller, Town Clerk

First Reading: October 21, 2014

Second Reading and Ratification:

Attest to Form:

Lawrence A. Dodds, Jr., Town Attorney

ORDINANCE 2014-11

AN ORDINANCE TO AMEND THE ORDINANCES OF THE TOWN OF SULLIVAN'S ISLAND, SOUTH CAROLINA, CHAPTER 14, BY ADDING A NEW SECTION 14-34 TO READ AS FOLLOWS:

SECTION 14-34 THE LEASE OF CERTAIN REAL PROPERTY TO THE BATTERY GADSDEN CULTURAL CENTER INC., AN ELEEMOSYNARY CORPORATION.

WHEREAS, the Town of Sullivan's Island is the owner of certain real property, which is more specifically described on Exhibit A attached hereto and incorporated herein, which real property borders certain real property owned by the Town of Sullivan's Island; and,

WHEREAS, the Town of Sullivan's Island desires to lease said property to the Battery Gadsden Cultural Center Inc. and finds that the lease of the property in accordance with the terms and conditions of the Lease Agreement attached hereto, is in the best interest of the Town and its citizens; and,

WHEREAS, the Lease Agreement shall become effective upon ratification of this ordinance and upon signature of the Lessee;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL MEETING DULY ASSEMBLED, that the Town of Sullivan's Island lease to the Battery Gadsden Cultural Center Inc., an eleemosynary corporation, all that real property herein before described in the Lease Agreement and on Exhibit A attached hereto; and,

BE IT FURTHER ORDAINED that the Town Administrator of the Town of Sullivan's Island and the Town Clerk are hereby directed and authorized to execute the said Lease Agreement attached as Exhibit B.

If any part or parts of this Ordinance shall be held to be unconstitutional such unconstitutionality shall not affect the validity of the remaining parts of this Ordinance.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON RATIFICATION.

Gerald A. Kaynard, Mayor Pro-Tem

SIGNED, SEALED AND DELIVERED THIS 21st day of October, 2014.

Attest:

Ellen Miller – Town Clerk

APPROVED AS TO FORM:

Introduced: September 16, 2014
Second Reading: October 21, 2014

Lawrence Dodds – Town Attorney

Action - 13

ORDINANCE 2013-09

Table of Contents for Attachments

- 1. Ordinance 2013-09 as passed at first reading 10-15-2013
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- 2. Summary of Edits as Proposed by Councilmember O'Neil
Page 6 of 11**

- 3. Suggested Permit Fees is Section 14-34E as proposed by Carolina Film
Alliance. Page 7 of 11.**

- 4. Ordinance 2013-09 with edits in track change by Councilmember O'Neil.
Pages 8 of 11 through 11 of 11.**

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 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 according to the Standard Industrial Classification Manual (SIC). The license Inspector shall determine the proper class for a business according to the SIC. (12-15-92)

RATE

<u>CLASS</u>	<u>INCOME: 0-\$2000</u> MINIMUM	<u>ALL OVER \$2000</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 accredited representatives of news agencies; nor shall this section apply to film, video or photographic productions which are conducted or carried on wholly for 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.

Action-16

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 the 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 21ST DAY OF OCTOBER 2014.

Gerald A. Kaynard, Mayor Pro-Tem

Attest:

Attest to form:

Ellen Miller, Town Clerk

Lawrence Dodds, Town Attorney

First Reading: October 15, 2013

Second Reading and Ratification: _____

Action-18

ORDINANCE 2013-09

Summary of Edits by Council Member O'Neil

1. Line 8: Delete "TAPING" and insert "RECORDING"
2. Line 43: Delete subcategory 3A in its entirety
3. Line 63: Delete "accreted" and insert "accredited"
4. Line 100: Delete "tapes" and insert "recordings"
5. Line 112: Delete "television"
6. Line 114: Delete "now" and insert "not"
7. Additional consideration for Permit Fees from

Category Sec. 14-34 E	Proposed – Town	Proposed – CFA
Low Impact	\$200 per day	\$200 per day; \$100 prep and strike
Medium Impact	\$600 per day; \$300 per day prep and strike	\$400 per day; \$200 per day prep and strike
High Impact	\$800 per day; \$350 per day prep and strike	\$600 per day; \$300 per day prep or strike

Action-19



October 6, 2014

Sullivan's Island Town Council

RE: Ordinance 2014 and Film Permit Application

SUGGESTIONS:

Business Licenses – Back in August, I took actual Still Shoot budgets and applied the 1020 Rate Schedules. The lowest Business License was \$141.38 and the highest was \$189.05. Why not charge a flat fee to still shoots of \$200.00. For Film and Television crews, charge a flat rate of \$500.00 for a business license. This makes much less work for your Administration and less work for us, too.

Permit Fees – I had originally submitted separate permit fees for still and film shoots. You have wisely combined the two, but in the process the numbers became skewed as to crew sizes. This is what we suggest:

Entry Level - \$100 as per Pat O'Neil, for the "little guys"

- (1) Low Impact Still/Film Operation – Cast, Extras and crew up to 15. Permit fee **\$200** per filming day. (Still shoots rarely have prep/strike days) Prep/Strike days for Film Operation \$100 per day.
- (2) Medium Impact Still/Film Operation – Cast, Extras and Crew of 15 to 50. Permit Fee **\$400** per day. Prep/Strike days for Film Operation \$200 per day.
- (3) High Impact Still/Film Operation – Cast, Extras and Crew over 50. Permit Fee **\$600** per day. Prep/Strike days \$300 per day.

Allow us to supplement these fees with donations to the Sullivan's Island Volunteer Fire Department or the Sullivan's Island Parks Administration. Donation amounts would be according to size and budget of production, probably between \$200 and \$1,000.00. There could be an additional donation for a large production doing night filming with major lighting set-ups.

Then you could charge a non-refundable Permit Application Fee of \$50 per location because the paperwork would be so much simpler.

I am looking forward to seeing you all tonight.

Best,

Linda Lee, Vice President
Carolina Film Alliance
Linda.lee99@comcast.net
843 442-1041

Action - 20

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

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

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

Sec. 14-34 Filming

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

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

- C. Business Requirements
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 - 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.

Action-22

77 D. Film Permits

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

81 (1) Application review fee: The film permit application must be accompanied by a non-
82 refundable deposit of \$50. Upon approval, an additional \$100 shall be paid to the
83 Town. The total \$150 will compensate the Town for administrative and overhead
84 costs to review the permit application and monitor compliance with approved permits.
85

86 E. Per-Day Permit Fees

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

- 89 1) Low Impact Film Operation – Cast, Extras and Crew up to 10: Permit fee \$200
90 per day.
91 2) Medium Impact Film Operation – Cast, Extras and Crew 11 to 40: Permit fee
92 \$600 per day. Strike days are \$300 per day.
93 3) High Impact Film Operation – Cast, Extras and Crew over 40: Permit fee \$800
94 per day. Strike days are \$350 per day.
95

96 F. Definitions

- 97 1) “Filming” or “Film”, video-record, photograph or otherwise record any scents” as
98 used in this ordinance, means and includes all activity attendant to staging or
99 shooting motion pictures, television shows or programs, commercial still
100 photography, video recording~~stapes~~, computer-based programs, or other visual
101 reproduction technology now known or hereafter created. The period of filming
102 includes the set-up, strike and time of photography.
103 2) “Commercial films” as used in this ordinance means and includes all activity
104 attendant to filming any entertainment or advertising programs for any media now
105 known or hereafter created.
106 3) “Charitable films” as used in this ordinance means any filming by a nonprofit
107 organization, which qualifies under Section 501(c)(3) of the Internal Revenue
108 Code as a charitable organization for which no person, directly or indirectly, shall
109 receive a profit from the marketing and production of the film or from showing
110 the films, tapes or photos.
111 4) “News agencies” as used in this ordinance means filming for the purpose of
112 spontaneous, unplanned ~~television~~ news reporting by journalists, reporters,
113 photographers or camera operators.
114 5) “Private Property” as used in this ordinance means any property not~~now~~ owned
115 by the Town on which filming would not interfere with the public right of way,
116 access or safety.
117

118 If a term or portion of this ordinance is invalid the remaining ordinance remains valid,
119

120 THIS ORDINANCE SHALL BE EFFECTIVE UPON RATIFICATION.
121
122 SIGNED, SEALED AND DELIVERED THIS 21ST DAY OF OCTOBER 2014.
123

124
125
126

127 Gerald A. Kaynard, Mayor Pro-Tem

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129

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131 Attest:

Attest to form:

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135 Ellen Miller, Town Clerk

Lawrence Dodds, Town Attorney

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139 First Reading: October 15, 2013

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141 Second Reading and Ratification: _____

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Action - 24

Andy Benke

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

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

Thanks, Susan

Sent from my iPhone

Begin forwarded message:

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

Pat and Susan,

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

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

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

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

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

And thanks for listening to my perspective.

Ned Hettinger

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD

INSURANCE RESERVE FUND

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

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

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS

MARCIA ADAMS
EXECUTIVE DIRECTOR

September 30, 2014

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

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

Dear Andy:

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

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

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

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

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

Andy Benke
September 30, 2014
Page 2

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

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

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

Very truly yours,



David A. Abromaitis
Claims Manager

/ks

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

Signed:

Date:

Title: _____

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

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

Andy Benke
September 30, 2014
Page 3

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

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

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

REC'D OCT 10 2014

COMMISSIONERS

JOHN J. FERRELL, JR., P.E.
CURTIS R. HELFRICH, P.E.
JAY D. LEIGH
DANA W. LOVE, JR., P.E.
NICHOLAS J. STROUD



GENERAL MANAGER
KRISTEN J. CHAMPAGNE, P.E.

SPECIAL PROJECTS ADMINISTRATOR
WILLIAM P. JENKINS

COMPTROLLER
LYNNE T. STONESIFER, CPA

October 8, 2014

Town of Sullivan's Island
2050-B Middle Street
Post Office Box 427
Sullivan's Island, South Carolina 29482

Dear Town of Sullivan's Island,

On behalf of my fellow Commissioners, Commission personnel, and myself, I would like to extend our deepest sympathies to town residents, staff, and the family of Mayor Michael Perkis. Mayor Perkis was a pillar of the community for Sullivan's Island and he will be greatly missed.

Please do not hesitate to contact myself or any of the Commissioners for any assistance that you require. Once again, we would like to extend our heartfelt condolences to the Town of Sullivan's Island and the Mayor's family. May God bless you all, at this time and always.

Sincerely,

Chairman Jay D. Leigh
Isle of Palms Water and Sewer Commission

C-5

*With
Deep
Sympathy*

*Our Thoughts and Prayers are with
you during this difficult time*

*Andy- Please pass along our sincere condolences to the family,
friends, and associates of Mayor Perkins. Our thoughts and
prayers go out to you all at this most difficult
time. With deepest sympathy, Kim Hill
and CWS staff*

CHARLESTON WATER SYSTEM

October 17, 2014

**Sullivan's Island, SC Planning Commission
Gary Visser, Chair**

**Report to Council
For October 21, 2014 Council Meeting**

Planning Commission held its regular meeting at 6:30PM, Wednesday, October 8, 2014 at Town Hall, 2050-B Middle Street. **Next meeting: 6:30PM Wednesday, November 12, 2014 at Town Hall.**

Chair Visser noted all Commissioners were present. Staff: Zoning Administrator Henderson and Asst. to Administrator Darrow. No public or media present.

MEETING HIGHLIGHTS:

Action: Commissioners unanimously approved minutes from August 13, 2014 meeting (no September meeting held).

Items for Information

1. Sullivan's Island Comprehensive Plan, Natural Resources Element

Commission reviewed various goals and strategies in Chapter 6, Natural Resources Element of the Sullivan's Island Comprehensive Plan.

No motions or action was taken. Commission will review, in November meeting, additional information regarding vacant deed restricted lots on the Island, Town ordinance language regarding privately maintained beach access paths and actionable items from the Natural Resources Needs & Goals.

2. Battery to Beach

Zoning Administrator Henderson provided an update on the Battery to Beach bicycle route and implementation of signed Sullivan's Island route per SCDOT encroachment permits (11 signs total).

No motions or action was taken.

3. Planning Commission Meeting Dates FY 2015

Commission set its 2015 meeting schedule, noting it will meet on Monday, November 9, 2015 as regularly scheduled meeting date (Wednesday, November 11, 2015) is Veteran's Day holiday.

4. Staff Update on Town Projects: Asst. to Administrator Darrow provided oral report.

5. Correspondence – N/A

Meeting adjourned at 7:46 p.m.

B+C-1

FINANCE COUNCIL MEETING

October 21, 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

1. First Reading, An Ordinance 2014-12 for the sale of Lot 83 ½.
2. 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.

II. Matters for Discussion by Council

No discussion matters for Council at this time.

III. New Matters Presented to Council

No new matters presented to Council at this time.

IV. Matters Pending By Council

No pending items at this time.

Finance
Points of Interest
September 2014

Revenue

1. All revenues were as expected for September 2014.

Expenditures

1. All expenses were as expected for September 2014. Any expense account that may appear high in comparison with budget is due to annual maintenance agreements.
2. The new animal control vehicle was purchased for the Police Department for \$25,226. This truck replaces an 11 year-old truck which had over 200,000 miles.
3. The two Water & Sewer department trucks budgeted to be purchased was done so during September with a total cost of \$47,996, which was split equally between the Water and Sewer Funds.
4. The cost of the relocation and operation of the temporary Town Hall as of September 2014 was \$340,000. The cost of the temporary Town Hall is approximately \$4,000 per month.
5. The cost for the design and construction of the Town Hall as of September 2014 was approximately \$182,000.
6. The principal and interest payment for the 2003 G.O. bond of \$188,254.25 was paid during September.

Other

Due to the upgrade in the financial system, the detailed reports will not be ready until the Council Workshop on ~~November~~ 3rd.

PUBLIC SAFETY COUNCIL MEETING

October 21, 2014

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

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

Monthly Report by Chiefs Howard and Stith

I. Matters for Action by Council

II. Matters for Discussion by Council

No discussion matters for Council at this time.

III. New Matters Presented to Council

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

IV. Matters Pending Further Action By Council

1. Polar Bear Swim 2015 – General discussion regarding event planning and street closure for Polar Bear Swim 2015.
2. Managed Parking 2015 – General discussion regarding management of parking for summer 2015.

**WATER AND SEWER REPORT
TOWN COUNCIL MEETING
OCTOBER 21, 2014**

Committee Chair: Susan Middaugh

Committee Members: Jerry Kaynard, Chauncey Clark

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

Monthly Report from Mr. Gress:

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

Resolution by the Town of Sullivan's Island to fund the 25% match required by FEMA for grant funding for improvements to the Sewer Treatment Plant. This Resolution is required as part of the FEMA grant application due October 27, 2014.

Motion to tie the new Town Hall into the Sewer Treatment Plant by way of Gull Drive and Station 20 ½ and authorize URS to update their engineering plan and provide cost estimates for this project. Motion by Chauncey Clark, second by Jerry Kaynard, carried unanimously.

II. Action item for W&S Committee:

Approval of draft minutes: W&S Committee meeting on October 17, 2014

III. Matters for Discussion by Council

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

Report by HDR Engineer, Tracy Lewis, at the 10-17-14 W&S Committee Meeting, regarding the FEMA Grant Application due 10-27-2014.

IV. New Matters Presented to Council

1. W&S lines for New Town Hall: Committee recommendation

V. Pending Items

1. CWS contractual agreement

ADMINISTRATION COUNCIL MEETING

October 21, 2014

Chairman Jerry Kaynard

Members Mary Jane Watson and Susan Middaugh

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

I. Matters for Action by Council

1. Public Notice of Regular Meetings of Town Council 2015 – Confirmation of Council meeting dates for 2015.
2. Proclamation – Review of Proclamation honoring Mayor Perkis.
3. Charleston Science, Technology, Engineering and Mathematics Festival Proclamation – Signature of a Proclamation declaring February 7, 2015 as Charleston STEM Festival Day in the Lowcountry.
4. Mental Health Awareness Day – Signature of a Resolution recognizing Mental Health Awareness Day.
5. Charleston County Urban Entitlement Program – Johnna Murray would like to schedule the Urban Entitlement Public Hearing on October 21, 2014 as part of the HUD funding requirements.
6. Special Meeting of Council – Special Meeting of Council on October 28, 2014 at 8:15am for second reading and ratification of Ordinance 2014-12 (sale of lot 83 ½).

II. Matters for Discussion by Council

There are no discussion items for Council at this time.

III. New Matters Presented to Council

1. Personnel

- a) Personnel Report
2. Smith et al. v. Sullivan's Island – Attorney Walker has advised that the Plaintiff in Smith et al. v. Sullivan's Island 2012-CP-10-6830 has advised intent to appeal the final order of Judge Dennis.
3. Correspondence
 - a) Ned Hettinger, 09-24-14 2924 Ion Avenue – RE: Land Trust Tree trimming.
 - b) David Abromaitis, Insurance Reserve Fund; 09-30-14: Confirmation of coverage under prepaid legal policy for 2014-CP-10-5776 Coste v. SI BZA and Town.
 - c) Isle of Palms Water and Sewer Commission, 10-08-14: Expression of sympathy.
 - d) Charleston Water System, 10-08-14: Expression of sympathy.

IV. Matters Pending Further Action by Council

1. Archiving Old Records
Initial estimate for paper files is approximately \$82,000, construction drawings approximately \$79,000 and pictures/miscellaneous files \$4,800 (subtotal \$86,800 exclusive of construction drawings). The estimate for software, license, installation and training is \$35,000. It should be noted that staff is locating and identifying other vendors and anticipates better pricing.
2. Commercial District Operational Issues – The Town has been working with the commercial district business owners group to address and resolve various issues surfaced by nearby residents. Attached is a list of solutions proposed by the owners. To date it has not been possible to schedule a meeting with the residents. The Administrator and Chief Howard met with food and beverage operators on Thursday September 19, 2013 to further discuss operational hours. A revised delivery agreement is attached.
3. Town Communications Plan – General discussion by Council regarding resident outreach and communications plan.
4. Staff position for Administration Department.

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

1st Monday of Month

6:00 p.m. Council Workshop

January 5, 2015

February 2, 2015

March 2, 2015

April 6, 2015 ** -ok

May 4, 2015 - consider May 11th

June 1, 2015

July 6, 2015 ** July 13

August 3, 2015

September 7, 2015 ** Sept 2

October 5, 2015 ** Oct 12

November 2, 2015

December 7, 2015 ** ok

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 ** Sept 21

October 20, 2015

November 17, 2015

December 15, 2015

** subject to change

Proposed Changes - Calendars Attached

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 10/274</p> <p>Adm. Prof. Day</p>	<p>2 10/273</p>	<p>3 10/272</p> <p>Good Friday</p> <p>Passover begins at sundown</p>	<p>4 10/271</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 10/270</p> <p>Easter</p>	<p>6 10/269</p> <p>Easter Monday (C)</p> <p>Council Workshop</p> <p>ok</p>	<p>7 10/268</p> <p>Court</p>	<p>8 10/267</p> <p>Planning</p> <p>Passover</p>	<p>9 10/266</p> <p>BZA</p>	<p>10 10/265</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 10/263</p> <p>Eastern Orthodox Easter</p>	<p>13 10/262</p>	<p>14 10/261</p> <p>Court</p>	<p>15 10/260</p> <p>DRB</p>	<p>16 10/259</p> <p>Holocaust Remembrance Day</p>	<p>17 10/258</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 11/255</p>	<p>20 11/254</p> <p>Council</p>	<p>21 11/253</p>	<p>22 11/252</p> <p>Administrative Professionals Day</p> <p>Earth Day</p>	<p>23 11/251</p>	<p>24 11/250</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 11/248</p>	<p>27 11/247</p> <p>Tree Comm</p>	<p>28 11/246</p>	<p>29 11/245</p>	<p>30 11/244</p>	



2015 July

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p>June 2015</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>				1	2	3	4 <i>Independence Day</i>
<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>	5	6 <i>Council Workshop</i>	7 <i>Court</i>	8	9 <i>Planning BZA</i>	10	11 <i>when is July 4th holiday</i>
<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>	12	13 <i>Proposed date for Workshop</i>	14 <i>Court</i>	15	16	17 <i>Official Forfeiture at sundown</i>	18
<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>	19	20	21 <i>Council</i>	22	23 <i>DRB</i>	24	25
<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>	26	27 <i>Tree Comm</i>	28	29	30	31	



2015 September

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
August 2015 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31			1 244/101	2 244/110 <i>Proposed Workshop Date</i>	3 244/119	4 244/118	5 244/117
September 2015 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	6 245/116	7 245/115 <i>Council Workshop</i>	8 245/114 <i>Court</i>	9 245/113 <i>Planning</i>	10 245/112 <i>BZA</i>	11 245/111 <i>Patrol Day</i>	12 245/110
October 2015 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	13 246/107 <i>Rosh Hashanah begins at sundown</i>	14 246/106 <i>Labor Day holiday</i>	15 246/105 <i>Council</i>	16 246/104 <i>Independence Day, 1753</i>	17 246/103 <i>DRB</i>	18 246/102	19 246/101
November 2015 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	20 247/092	21 247/091 <i>Proposed Council Date</i>	22 247/090 <i>Yom Kippur begins at sundown</i>	23 247/089 <i>Autumn begins Rosh Arifha begins at sundown</i>	24 247/088	25 247/087	26 247/086
December 2015 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	27 248/081	28 248/080 <i>Tree Comm</i>	29 248/079	30 248/078			



2015 **October**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	
4	5 <i>Council Workshop</i> <i>Shemini Atzeret</i>	6 <i>Simchat Torah</i> <i>court</i>	7	8 <i>BZA</i>	9	10
11	12 <i>Proposed Workshop Date</i> <i>court</i>	13	14 <i>Planning</i>	15	16 <i>National Bus Day</i>	17
18	19	20 <i>Council</i>	21	22 <i>DLB</i>	23 <i>Asheira begins at sundown</i>	24 <i>United Nations Day</i>
25	26 <i>Tree Comm</i>	27	28	29	30	31 <i>Halloween</i>

September 2015

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2015

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2015

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2016

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



2015 December

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<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>			1	2	3	4	5
<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>	6	7	8	9	10	11	12
		Council Workshop		Planning	BZA		
		<u>Hanukkah 7-14</u>					
<p>January 2016</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 31</p>	13	14	15	16	17	18	19
			Council	PRB			
<p>February 2016</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 28 29</p>	20	21	22	23	24	25	26
						holiday	holiday
<p>March 2016</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</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	27	28	29	30	31		
		holiday					

AT-A-GLANCE®

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

PROCLAMATION

BY THE TOWN COUNCIL OF SULLIVAN'S ISLAND

WHEREAS, Michael Alan Perkis was born in Brooklyn, New York, and graduated from The University of Buffalo on a swimming scholarship where he served as swim team captain; and

WHEREAS, Mayor Perkis was a Veteran of the U.S. Marines, a Holder of Second Degree Black Belt in Martial Arts, an avid surfer, a dog lover, an enthusiastic New York Giants fan, a devoted Husband, Father and Grandfather; and

WHEREAS, Mayor Perkis served on Town Council of Sullivan's Island for eight years and then was elected Mayor in 2013; and

WHEREAS, Mayor Perkis was a committed Public Servant, a quiet, resolute warrior working tirelessly for our community, leading efforts to rebuild Sullivan's Island Elementary School, to conserve our natural resources, and to build a new Town Hall; and

WHEREAS, Mayor Perkis believed in transparent and participatory government, seeking and encouraging public participation in Council meetings and Town issues; and

WHEREAS, Mayor Perkis led by creating consensus, respecting the voices of dissent, and always acting in the best interest of our community; and

WHEREAS, Mayor Perkis was most proud of the successful rebuilding of Sullivan's Island Elementary School and the Town's support for public education, celebrating the opening of our new school in August 2014; and

WHEREAS, Mayor Perkis' wife, Linda, has been a bedrock of support for Mayor Perkis and for our community; and

WHEREAS, in a time of cynicism about public service, Mayor Perkis demonstrated by his integrity and selfless commitment that there are still honest, concerned and dedicated people willing to fight for what is right, with concern only for their community; and

WHEREAS, it is fitting and appropriate that the residents of the Town, the members of Town Council and Town employees should honor and remember the dedication and efforts of Mayor Mike Perkis for the Town of Sullivan's Island; and

WHEREAS, the Town Council, Town employees and residents desire to recognize the major contributions of Mayor Perkis, and extend our condolences to his wife and family and acknowledge their faithful support.

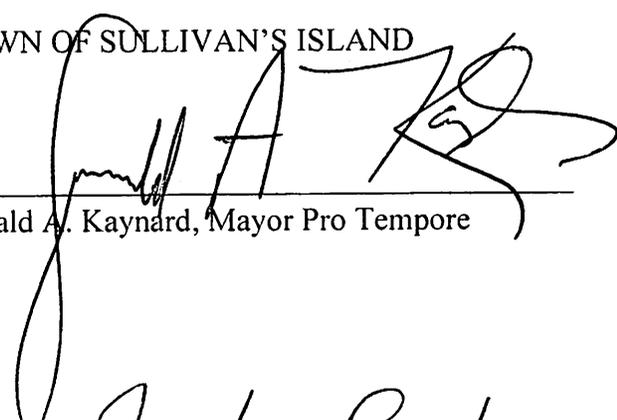
NOW, THEREFORE, I, GERALD A. KAYNARD, MAYOR PRO TEMPORE, DO HEREBY PROCLAIM FRIDAY, OCTOBER 10, 2014, AS

MAYOR MIKE PERKIS DAY

IN THE TOWN OF SULLIVAN'S ISLAND, SOUTH CAROLINA AND ENCOURAGE ALL CITIZENS TO PARTICIPATE IN THE MOURNING OF HIS LOSS AND THE CELEBRATION OF HIS EXEMPLARY LIFE IN THIS OBSERVANCE.

In witness whereof, in writing I have hereunto set my hand and caused the Seal of the Town of Sullivan's Island to be affixed hereto on the 9th day of October, 2014.

TOWN OF SULLIVAN'S ISLAND



Gerald A. Kaynard, Mayor Pro Tempore

ATTEST:



Ellen Miller, Town Clerk



Andy Benke, Town Administrator



PERSONNEL REPORT October 2014

Activity as of Friday, October 17, 2014

HIRINGS/RESIGNATIONS:

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

CURRENT OPENINGS:

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

PERSONAL DAY HOLIDAY/VACATIONS:

Department Heads: Danny Howard (PD): Oct 3 (Fri), 17 & 20, 2014 (Fri & Mon)

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

PROFESSIONAL DEVELOPMENT/TRAINING:

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

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

Bldg/Town Hall: Joe Henderson, SCAPA Conference, Myrtle Beach (Thurs-Fri, Oct 16-17, 2014)

PERSONNEL NOTES:

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

Andy Benke

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

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

Thanks, Susan

Sent from my iPhone

Begin forwarded message:

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

Pat and Susan,

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

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

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

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

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

And thanks for listening to my perspective.

Ned Hettinger

REC'D OCT 03 2014

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD

INSURANCE RESERVE FUND

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

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

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS

MARCIA ADAMS
EXECUTIVE DIRECTOR

September 30, 2014

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

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

Dear Andy:

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

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

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

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

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

A-11

Andy Benke
September 30, 2014
Page 2

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

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

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

Very truly yours,



David A. Abromaitis
Claims Manager

/ks

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

Signed:

Date:

Title: _____

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

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

A-12

Andy Benke
September 30, 2014
Page 3

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

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

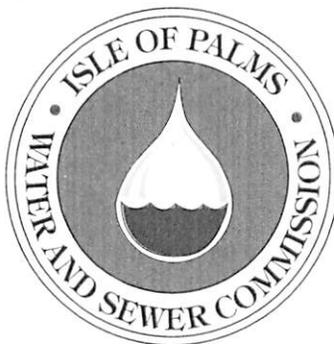
Should you have any questions, please give us a call.

A-13

REC'D OCT 10 2014

COMMISSIONERS

JOHN J. FERRELL, JR., P.E.
CURTIS R. HELFRICH, P.E.
JAY D. LEIGH
DANA W. LOVE, JR., P.E.
NICHOLAS J. STROUD



GENERAL MANAGER
KRISTEN J. CHAMPAGNE, P.E.

SPECIAL PROJECTS ADMINISTRATOR
WILLIAM P. JENKINS

COMPTROLLER
LYNNE T. STONESIFER, CPA

October 8, 2014

Town of Sullivan's Island
2050-B Middle Street
Post Office Box 427
Sullivan's Island, South Carolina 29482

Dear Town of Sullivan's Island,

On behalf of my fellow Commissioners, Commission personnel, and myself, I would like to extend our deepest sympathies to town residents, staff, and the family of Mayor Michael Perkis. Mayor Perkis was a pillar of the community for Sullivan's Island and he will be greatly missed.

Please do not hesitate to contact myself or any of the Commissioners for any assistance that you require. Once again, we would like to extend our heartfelt condolences to the Town of Sullivan's Island and the Mayor's family. May God bless you all, at this time and always.

Sincerely,

Chairman Jay D. Leigh
Isle of Palms Water and Sewer Commission

A-14

*With Deepest
Sympathy*

*Our Thoughts and Prayers are with
you during this difficult time*

*Andy - Please pass along our sincere condolences to the family,
friends, and associates of Major Perkins. Our thoughts and
prayers go out to you all at this most difficult
time. With deepest sympathy, Kim Hill
and CWS staff*

CHARLESTON WATER SYSTEM

LAND USE AND NATURAL RESOURCES COUNCIL MEETING

October 21, 2014

Chairman Pat O'Neil

Members Mike Perkis and Jerry Kaynard

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

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

I. Matters for Action by Council

No Action Items for Council at this time.

II. Matters for Discussion by Council

1. Accreted Land Management Plan – General discussion by Council of Transition Zone and other Accreted Land projects.
2. Special Meeting of Council – Attorney Hair met with Council in Executive Session on October 21, 2014 at 4:30 pm in the Fire Station Training Room.
3. RS Zoning District Conservation Easements – Consideration of establishing conservation easements on RS zoned parcels while allowing the standalone use of accessory structures on such parcels.

III. New Matters Presented to Council

No new matters for Council at this time.

1. Matters Pending Further Action by Council

No pending matters at this time.

PUBLIC FACILITIES COUNCIL MEETING

October 21, 2014

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

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

Monthly Construction Report Presented by Mr. Robinson.

I. Matters for Action by Council

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

II. Matters for Discussion by Council

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

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

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

III. New Matters Presented to Council

No new matters for Council at this time.

IV. Matters Pending Further Action by Council

No pending matters for Council at this time.

RECREATION COUNCIL MEETING

October 21, 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

1. Second reading and ratification of 2014-11 Lease Agreement with Battery Gadsden Cultural Center.

II. Matters for Discussion by Council

III. New Matters Presented to Council

No new matters presented to Council at this time.

IV. Matters Pending Further Action by Council

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INSURANCE TO BE PROVIDED BY TENANT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Sullivan's Island

Witness:

By:

ITS:

Battery Gadsden Cultural Center, Inc.

1. **PROPERTY LEASED.** The real property located within the Town of Sullivan's Island, described in part, as TMS 529-09-00-069, located at 1921 Ion Avenue and encompassing approximately the western most room of Battery Gadsden as depicted on Exhibit "A" being the area between points designated as "A", "B", "C" and "D", which is attached hereto and incorporated herein by referenced (the Leased Property). Landlord will provide non-exclusive easements of access and egress by any and all pedestrian and vehicular means, including vehicles and bicycles from Ion Avenue to the Leased Property for the term of this lease.

2. **TERM.** *The term of this Lease shall be for a period of two years commencing on the 21st October, 2014 and ending on the 20th day of October 2016. Landlord reserves the right to extend lease for second two year term or cancel lease at the end of each term. Tenant shall provide Landlord with written notice with its request to renew the lease on or before August 1, 2016.*

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

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

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

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

3. **RENT.** Tenant agrees to pay rent hereunder to Landlord payable in advance upon the signing of this Lease in the amount of Ten and No/100 (\$10.00) Dollars.

4. **USE OF THE LEASED PROPERTY.** The Leased Property and all of the improvements located thereon, or to be located, shall be used by the Tenant only for the purposes of providing a gathering place for individuals interested in the civilian history of Sullivan's Island, providing a space for display of art and artifacts; providing a space for artists to work and display artistic creation; and to provide a space for community events and artistic performances.

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.

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

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

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

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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.

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

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- (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.

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- (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Sullivan's Island

Witness:

By:

ITS:

Battery Gadsden Cultural Center, Inc.

By:

ITS: