WAYS AND MEANS COMMITTEE

5:00 p.m., Tuesday, August 20, 2019 Council Chambers 1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

- 1. Call to Order and acknowledgement that the press and public had been duly notified of the meeting in accordance with the Freedom of Information Act.
- 2. Approval of Previous Meetings' Minutes

Regular Meeting – July 16, 2019

- 3. Citizens' Comments
- **4. Financial Statements –** Treasurer Debbie Suggs
 - A. Financial Reports
 - B. Projects Worksheets
- 5. Old Business None
- 6. New Business
 - A. Consideration of the FY19-20 CARTA proposed budget
 - B. Consideration of the Leola Hanbury Award
 - C. Consideration of proposal from Thomas and Hutton for the design and engineering of the Phase III Drainage project (30th, 36th and 41st Avenue outfalls) [Capital Projects, Public Works, CIP Phase 2 5 Drainage \$200,000, p.17, ln.50]
 - D. Consideration of a proposal from Thomas and Hutton in the amount of \$62,600 for the design and the five (5) small internal projects [Muni ATAX, Public Works, Drainage \$500,000, pg.18, ln. 56]
 - E. Report of budgeted expenses between \$10,000 and \$25,000 in accordance with Sec.1-10-3 (c) Approval of a contract in the amount of \$10,000 with Host Compliance for the Short-Term Rental Management Software [General Fund, Building, Maintenance and Service Contracts \$13,500, pg.12, In. 203]
- 7. Miscellaneous Business None

Next Meeting Date: 5:00 p.m., Tuesday, September 17, 2019 in Council Chambers

8. Executive Session – If needed

Upon returning to open session, the Committee may take action on matters discussed in Executive Session.

9. Adjournment

WAYS and MEANS COMMITTEE

5:00 P.M., Tuesday, July 16, 2019

The regular meeting of the Ways and Means Committee was called to order at 5:05 p.m. on Tuesday, July 16, 2019 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Present for the meeting were Councilmembers Bell, Buckhannon, Ferencz, Kinghorn, Moye, and Smith, Chair Ward, Mayor Carroll, Administrator Fragoso, Treasurer Suggs and City Clerk Copeland; a quorum of the Committee was present to conduct business. Councilmember Rice was absent.

- 1. Chair Ward called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
- 2. Approval of Previous Meeting's Minutes

MOTION: Mayor Carroll moved to approve the minutes of the regular meeting of June 18 2019 as submitted; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

- 3. Citizens' Comments None
- 4. Financial Statements Treasurer Debbie Suggs

A. Financial Reports

At this meeting, Treasurer Suggs gave the Committee its first glimpse of the very preliminary and unaudited year-end figures for FY19; she noted that the City had several revenues yet to receive and she anticipated additional invoices reflective of FY19. She stated that the audit would begin early in October. As noted for several months, FY19 was a very good year for the City on paper; the large net positive result is attributed to projects that did not get as far along as projected, and the funds set aside for them will roll forward into the Capital Projects fund for FY20 and FY21. She reported that revenues were ahead of budget in the General Fund by one point two million dollars (\$1,200,000) and one million dollars (\$1,000,000) over all funds; expenditures were less than budget by seven hundred ninety-three thousand dollars (\$793,000) in the General Fund and four point five million dollars (\$4,500,000) below the total for all funds. The Treasurer acknowledged that FY20 and FY21 were both ambitious years for the City with the single largest expenditure for the remediation of the Public Safety Building at six point two million dollars (\$6,200,000). The biggest contributors to the net positive result for revenues were Business Licenses at four hundred sixty-two thousand dollars (\$462,000), Building Permits at three hundred eight thousand dollars (\$380,000) and Parking Fees at one hundred thirty-nine thousand dollars (\$139,000). Key factors to the increase in business licenses and building permits were the hotel project at Wild Dunes and the increase in fees for building permits approved by Council. For expenditures, the categories most under budget were personnel vacancies in City Hall, the Police Department and Public Works by five hundred forty thousand dollars (\$540,000), Professional Services at one hundred twenty-four thousand dollars (\$124,000), Utilities at sixty-seven thousand dollars (\$67,000) and Training/Tuition Reimbursement at fifty-four thousand dollars (\$54,000). The FY19 General Fund budget was forecasted to end the year seven percent (7%) under-budget. General Fund cash on-hand total five million one hundred seventeen thousand dollars (\$5,117,000) that represents forty-five percent of General Fund budgeted expenditures. With BB&T paying no interest, the Treasurer has established a new policy whereby approximately

one million dollars (\$1,000,000) will be kept there and the balance of funds will be with the Local Government Investment Pool (LGIP); the City received several large checks at the end of the month of June.

The Mayor noted that SCDOT's work on 25th Avenue is expected to impact the flooding on Tabby Lane, and he asked how far along SCDOT had gotten on their project.

Director Kerr stated this project has a critical line issue that is holding up the permitting through OCRM. After talking with Thomas & Hutton, staff, possibly, underestimated the complexity of that project; the proposal from Thomas & Hutton was sixty-five thousand dollars (\$65,000). The plan is to carve out that project separately for SCDOT to undertake; the City will have the survey done and will try to speed up the permitting process because it has a small impact.

Acknowledging that 25th Avenue feeds an entire basin, the Director explained that SCDOT offered to fix 25th with a head wall at the end of the roadway and a tide gate to stop the tidal influence coming up 25th.

Tourism Funds

With the June payment of ninety-eight thousand dollars (98,000) figured in, the Municipal Accommodations Taxes will end the year four percent (4%) ahead of FY18. The City has not yet received the State ATAX for the quarter ending June 30, 2019. Hospitality Taxes are also ahead of FY18 by four percent (4%), and the Beach Preservation Fee Fund mirrors the Municipal Accommodations Taxes. With one (1) month's collections still to be received and a very healthy May, collections from Local Option Sales Taxes are up five point six percent (5.6%) from FY18.

B. Projects Worksheets

Although the work has been completed, the worksheet for Phase II Drainage has not been closed out; the City has not yet received the final payout application. Since the Treasurer does not anticipate using any of the contingency funds, the remaining funds budgeted for the project will roll into the funding for Drainage Phase III. The same situation holds true for the underground storage tanks projects; it has been completed and should be closed out for next month's meeting. A new schedule is included for Drainage Phase III; although construction is not expected to begin until FY21, the City has incurred engineering expenses from Thomas & Hutton.

5. Old Business – none

Chair Ward stated that Item C under New Business should be listed under Old Business.

MOTION: Chair Ward moved to moved Item C under New Business for discussion at this time; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

C. Discussion of Tidalwave Watersports lease

Chair Ward stated that this was not an action item, but the discussion was intended to be a clarification of past actions.

The Administrator recalled that, at the meeting of April 23rd, City Council decided not to exercise the second renewal option of the existing Tidalwave lease or to exercise the renewal option of the

lease. Written notification was sent to Tidalwave stating the same in accordance with the terms of the lease stating that the City must submit written notice to the tenant one (1) year in advance.

In the meantime, the City is waiting for the process to play out with Lee and Associates regarding the marina restaurant and the permitting process with OCRM to insure that the dock is compliant.

At the April meeting, the subject of a marina workshop was discussed to come together with an overall vision for the marina in the future; no such meeting has been scheduled because staff believes that the permits should be in place before discussion proceed. The decisions by the regulatory agencies will insure that the City's future leases fully comply with the permits issued.

6. New Business

A. Presentation and discussion of proposed development of 1000 Palm

Chair Ward stated that the concept for the development of 1100 Palm as first made to the Real Property Committee and that the gentlemen were present at this meeting to get a feel about whether the City leaders would support their concept and encourage them to move forward.

Jeremy Graves, a developer, was invited to come forward, and he distributed two (2) sets of documents he said were representative of this project, a boutique hotel. His plans are for a twenty-five (25) room beach and club style hotel. The first floor would have a club-like space that would consist of shared workspace, a space to congregate during the day, to hold meetings and to work out as well as a restaurant/bar; the hotel would have a large family pool and a smaller adults-only pool. The hotel will have weekly events year-round drawing residents from the two (2) island communities, for instance, a chef coming in to demonstrate how to make a low-country boil; he expressed the desire to create a community-based, club-like atmosphere. He indicated that he would consider this concept a winner if he could get community participation. The second, third and fourth floors would be rooms. He also had conceptual drawings of the exterior of the hotel. Mr. Graves stated that a major challenge was getting the necessary parking for the number of rooms planned; because no reference was made to a hotel in the zoning ordinance, they have no quidelines to follow.

When asked about parking at the site, Mr. Graves replied that they have designed for sixty-four (64) spaces including the lot adjacent to the Public Works site; additional parking could be found in the right-of-way on Pavilion Drive, the City-owned property next to the post office, and possibly spaces in the vacant lot next door to City Hall.

Councilmember Ferencz stated that, for years, Council has struggled with finding enough beach parking, and she questioned that now the City has sixty-four (64) parking spaces for this project.

Councilmember Bell explained that he introduced the idea of using the lot next door since it was not used for beach parking or paid parking or Public Works parking.

Mayor Carroll stated that, based on the current zoning of GC1, the owner could put in a twenty-four (24) hour market, a gas station, a bar, etc., and the City would have not input on it as long as the zoning ordinances were met. The structure on the property now houses four (4) apartments.

Councilmember Bell explained that he introduced the idea of using the lot next door since it was not used for beach parking or paid parking.

Director Kerr explained that changes to the text in the zoning code would be needed to include a boutique hotel as an allowed use in the zoning district; Council would need to agree to some leases for parking and to allow some parking spaces to be constructed in the City right-of-way. Several Committees will be involved in the decision-making, i.e. the Planning Commission, the Real Property Committee and public Safety Committee with final decisions being made by City Council.

Director Kerr was asked to bring draft ordinances to the August Real Property Committee meeting for their review, as well as draft leases for parking areas. The Planning Commission will have its turn to study the project after the ordinances have First Reading.

The consensus of the Committee was for the developer to proceed with the project.

B. Consideration of an award of a contract to Trident Construction in the amount of \$395,646.90 for Phase 2 of Public Safety Building rehabilitation project

MOTION: Mayor Carroll moved to recommend to City Council the award of a contract to Trident Construction in the amount of \$395,646.90 for Phase 2 of the rehabilitation project for the Public Safety Building; Chair Ward seconded.

The Administrator explained that this phase of work was the design and engineering for the needed repairs; the details of the work was sent to each Councilmember prior to the meeting. Phase 3 will be on a separate contract and will entail the actual construction.

VOTE: The motion PASSED UNANIMOUSLY.

D. Report of budgeted expenses between \$10,000 and \$25,000

Replacement of two (2) HVAC units for the Lowtide and Hightide rooms at the Rec Center in the amount of \$17,995

7. Miscellaneous Business – none

Next Meeting Date: 5:00 p.m., Tuesday, August 20, 2019 in Council Chambers

- 8. Executive Session not needed
- 9. Adjournment

MOTION: Councilmember Bell moved to adjourn the meeting at 6:07 p.m.; Councilmember Moye seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland City Clerk

City of Isle of Palms Financial Statement Summary as of July 31, 2019 (Dollars in Thousands)

	REVENUES						TRANSFERS IN / (OUT)						EXPENDITURES							
	YTD actual	Annual Budget	Remaining to Collect	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget		TD tual	Annual Budget	Remaining to Transfer		Current Annual Forecast	Forecast Above or (Below) Budget		TD ctual	Annual Budget	Remaining to Spend	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget
General	\$ 563	\$ 11,567	\$ 11,004	5%	\$11,567	\$ -	\$	-	\$ (239)	\$ 239	0%	\$ (239)	\$ -	\$	661	\$ 11,328	\$ 10,667	6%	\$11,328	\$ -
Capital Projects	9	1,212	1,203	1%	1,212	-		-	1,137	(1,137) 0%	1,137	-		33	4,384	4,351	1%	4,384	-
Muni Accom Tax	373	1,636	1,263	23%	1,636	-		-	(459)	459	0%	(459)	-		23	2,310	2,287	1%	2,310	-
Hospitality Tax	2	828	826	0%	828	-		-	(230)	230	0%	(230)	-		19	747	728	3%	747	-
State Accom Tax	3	1,894	1,891	0%	1,894	-		-	(279)	279	0%	(279)	-		30	2,392	2,362	1%	2,392	-
Beach Prserv Fee	5	1,100	1,095	0%	1,100	-		-	-	-		-	-		-	484	484	0%	484	-
Marina	88	430	342	20%	430	-		-	74	(74	0%	74	-		18	399	381	5%	399	-
Disaster Recovery	5	42	37	12%	42	-		-	-	-		-	-		-	10	10	0%	10	-
All Other	5	168	163	3%	168	-		-	(4)	4	0%	(4)	-		6	160	154	4%	160	-
Total All Funds	\$ 1,053	\$ 18,877	\$ 17,824	6%	\$18,877	\$ -	\$	-	\$ -	\$ -	0%	\$ -	\$ -	\$	790	\$ 22,214	\$ 21,424	4%	\$22,214	\$ -

	General Fund YTD Revenues											
		0 YTD		FY20 Budget	% of FY20 Budget		TY19 YTD actual	% of Prior YTD	Updated Annual Forecast	Forecas Above (Below Budge	e/ /)	
Prop Tax	\$	_	\$	4,399	0%	\$	_	#DIV/0!	\$ 4,399	_		
LO Sales Tax	•	-	•	811	0%	•	_	#DIV/0!	811	_		
Business Lic		51		1,438	4%		54	94%	1,438	-		
Rental Lic		171		1,020	17%		94	182%	1,020	-		
Other Lic (Insurance/Utilities		-		1,594	0%		-	#DIV/0!	1,594	-		
Build Pmts		51		568	9%		31	165%	568	-		
From State		-		268	0%		-	#DIV/0!	268	-		
Parking		212		947	22%		128	166%	947	-		
All Other		78		523	15%		75	104%	523	-		
Total	\$	563	\$	11,567	5%	\$	382	147%	\$11,567	\$ -		

General l	Fund	YTD	Ex	pendit	ures	(YTD target = 8%)					
	Y	FY20 YTD Actual		FY20 udget	% of FY20 Budget	FY19 YTD Actual		% of Prior YTD	Current Annual Forecast		
Mayor/Council	\$	9	\$	142	6%	\$	8	113%	\$	142	
General Govt		44		1,859	2%		65	68%		1,859	
Police		161		2,746	6%		174	93%		2,746	
Fire		246		3,313	7%		249	99%		3,313	
Public Works		94		1,433	7%		96	98%		1,433	
Build & Lic		22		441	5%		24	92%		441	
Recreation		67		1,045	6%		74	91%		1,045	
Judicial		9		223	4%		13	69%		223	
BSOs		9		126	7%		12	75%		126	
Total	\$	661	\$	11,328	6%	\$	715	92%	\$1	11,328	

City of Isle of Palms Supplemental Financial Information as of July 31, 2019 (Dollars in Thousands)

Cash Balances								
	7/31/2019	7/31/2018						
General Fund	4,840	3,669						
As a % of GF Exp (target is > 30%)	43%	34%						
Capital Projects Disaster Recovery	4,240 2,492	3,052 2,053						
Marina Tourism Funds Beach Restoration	688 4,247	878 4,548 149						
Beach Preservation Other Restricted	2,429 250	1,094 265						
Total All Cash	19,186	15,708						
Deposits at LGIP (2.4177%) Deposits at BBT	17,748 1,438	93% 7%						

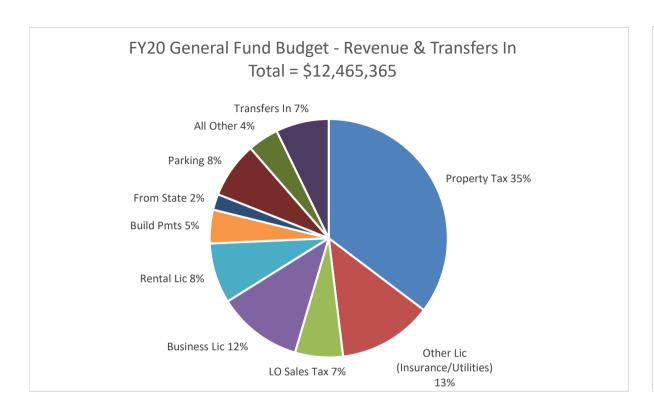
Fund Balances										
Fund	UNAu	0/2019 dited Fund ce (Note 1)	Net R Trans	YTD Actual evenues & sfers Less penses	Current Actual Fund Balance	6/30/20 Forecasted Fund Balance				
General Fund	\$	3,206	\$	(98)	3,108	\$	3,206			
Capital Projects	Ψ	6,046	Ψ	(24)	6,022	Ψ	4,011			
Muni Accom Tax		1,506		350	1,856		373			
Hospitality Tax		993		(17)	976		844			
State Accom Tax		2,028		(27)	2,001		1,251			
Beach Funds		2,424		` 5 [°]	2,429		3,040			
Marina (See Note 1)		583		70	653		688			
Disaster Recovery		2,476		5	2,481		2,508			
All Other		249		(1)	248		253			
Total All Funds	\$	19,511	\$	263	\$ 19,774	\$	16,174			

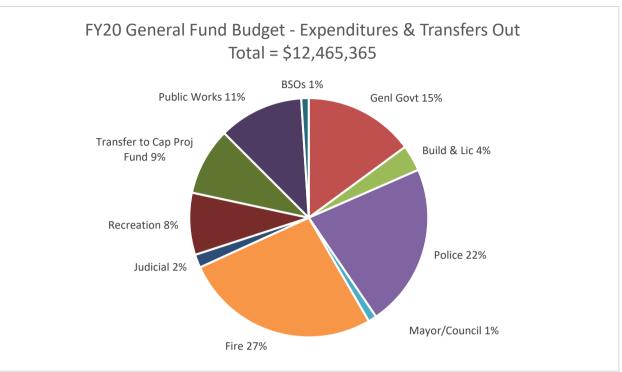
Note 1: The comparable amount for the Marina Enterprise Fund is not Fund Balance, but Net Position. To be consistent with the presentation of the other funds, the amount included here for the Marina is the Unrestricted Net Position, which does not include \$5,990,000 of fixed assets.

July Notes:

As is always the case for July, many of the revenues collected this month relate to FY19 and therefore have been accrued in June. No significant financial variances were noted in July and currently the forecast for the year is the same as the budget. Cash positions and Fund Balances are currently strong due to the City's good financial performance in FY19 and little spending on the major FY20 projects such as the Public Safety Building repair.

City of Isle of Palms General Fund





Appraised Value

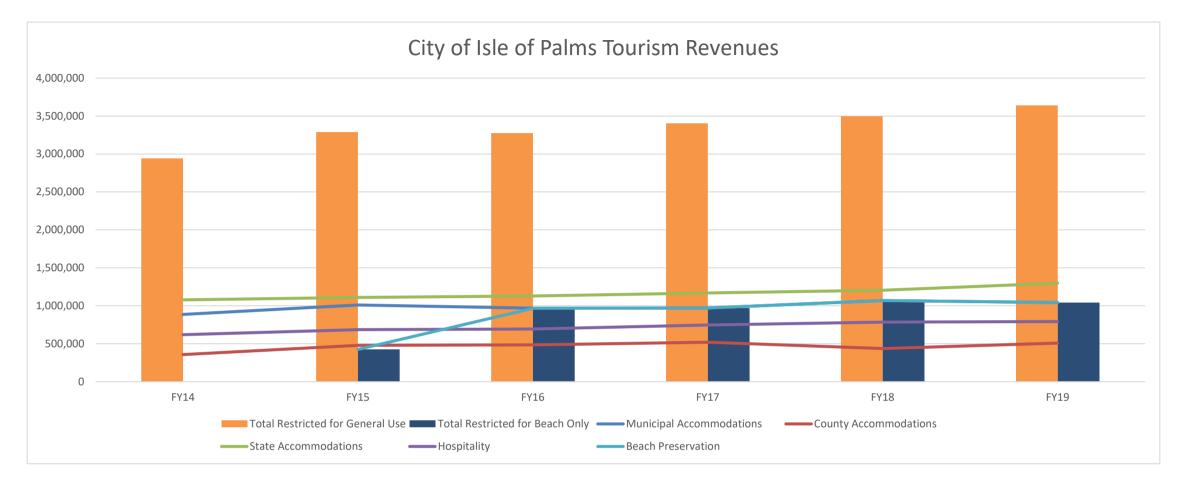
Estimate Isle of Palms Residents' Cost of Service:

Assumes 4% Primary Residence Assessessment Ratio Cost relates to Property Taxes Only, Not Other Fees

Isle of Palms Millage R	ates:
Operating Millage	0.0213
Debt Service Millage	0.0034
Total IOP Millage	0.0247
Local Opt SalesTax Credit	(0.0002)

Mayor & Council
General Government
Police
Fire
Public Works
Building & Planning
Recreation
Judicial
Beach Service Officers
Transfers to Capital Projects Fund

	FY12 General Fund	Y12 General Fund % of Gen Fund		\$500,000		\$750,000		\$1,000,000
	Expense Budget	Expense						
				Resident F	Prop	erty Tax by De	epar	tment:
cil	142,205	1%	\$	4.49	\$	6.74	\$	8.99
nt	1,859,464	15%		58.77		88.16		117.55
се	2,746,081	22%		86.80		130.20		173.59
re	3,312,615	27%		104.70		157.06		209.41
ks	1,432,655	11%		43.31		64.97		86.63
ng	440,572	4%		13.93		20.89		27.85
on	1,045,322	8%		33.04		49.56		66.08
ial	223,179	2%		7.05		10.58		14.11
rs	125,989	1%		3.98		5.97		7.96
nd	1,137,284	9%		35.95		53.92		71.89
	12,465,366	100%	\$	356.08	\$	534.12	\$	712.17



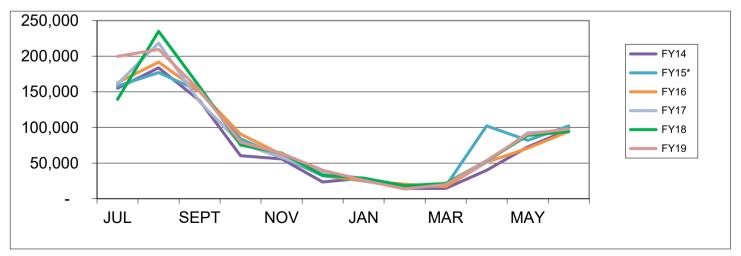
Municipal Accommodations
County Accommodations
State Accommodations
Hospitality
Beach Preservation

Total Restricted for General Use Total Restricted for Beach Only Grand Total

FY14	FY15	FY16	FY17	FY18	FY19
886,286	1,010,881	967,728	969,974	1,069,429	1,042,551
357,191	479,813	485,093	520,000	437,000	508,000
1,078,259	1,111,010	1,129,474	1,168,660	1,205,838	1,298,212
619,399	686,537	694,206	746,402	785,452	792,527
	425,226	966,152	969,974	1,069,429	1,042,551
2,941,136	3,288,241	3,276,501	3,405,036	3,497,719	3,641,291
	425,226	966,152	969,974	1,069,429	1,042,551
2,941,136	3,713,467	4,242,653	4,375,010	4,567,149	4,683,842
	26%	14%	3%	4%	3%

City of Isle of Palms Municipal Accommodations Fee Collections

	FY14	FY15*	FY16	FY17	FY18	FY19
JUL	154,960	158,217	162,862	161,068	139,501	199,724
AUG	183,738	177,087	191,759	218,620	235,007	209,600
SEPT	137,686	151,064	150,212	136,141	157,274	152,535
OCT	60,449	84,113	90,691	77,500	75,353	79,534
NOV	55,789	58,716	61,918	57,777	64,256	63,444
DEC	23,420	32,277	33,233	36,937	32,877	40,182
JAN	28,793	24,860	25,309	28,217	28,859	25,836
FEB	14,273	16,123	20,313	15,332	18,317	13,666
MAR	14,492	17,406	16,918	20,485	21,562	19,983
APR	39,874	102,242	51,082	51,166	53,213	53,685
MAY	72,805	81,994	70,954	92,529	88,875	90,800
JUNE	96,749	102,138	94,270	95,768	94,112	97,999
Deduct last July	(154,960)	(158,217)	(162,862)	(161,068)	(139,501)	(199,724)
Add next July	158,217	162,862	161,068	139,501	199,724	195,287
Total Fiscal Year	886,286	1,010,881	967,728	969,974	1,069,429	1,042,551
	Incr from FY13	Incr from FY14	Incr from FY15	Incr from FY16	Incr from FY17	Incr from FY18
	9%	14%	-4%	0%	10%	-3%



^{*} April 2015 includes \$52,496 one-time revenue related to settlement from online travel companies.

City of Isle of Palms State Accommodations Tax Collections Tourism-Related Portion Only

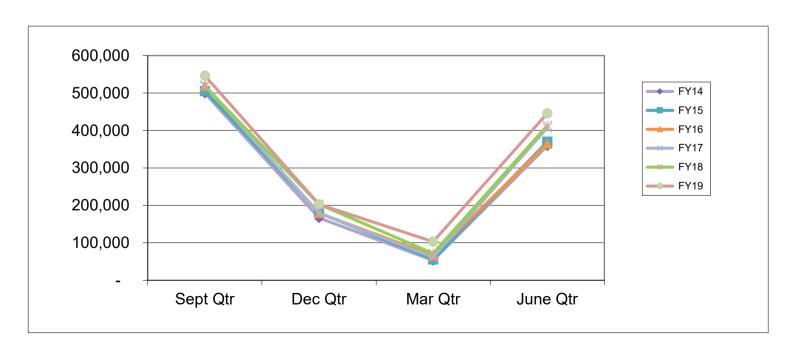
Sept Qtr
Dec Qtr
Mar Qtr
June Qtr

FY14	FY15	FY16	FY17	FY18	FY19
499,676	505,199	518,796	520,784	518,028	546,269
166,673	179,923	179,446	178,830	202,803	203,067
52,817	55,913	66,294	61,586	71,773	103,097
359,094	369,976	364,938	407,460	413,234	445,779
1,078,259	1,111,010	1,129,474	1,168,660	1,205,838	1,298,212

Total Fiscal Yr

Check to G/L

13.6%	3.0%	1.7%	3.5%	3.2%	7.7%
Incr from FY13	Incr from FY14	Incr from FY15	Incr from FY16	Incr from FY17	Incr from FY18

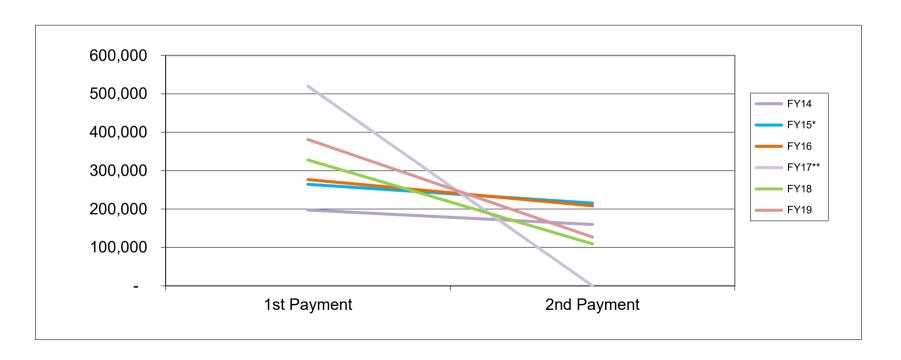


City of Isle of Palms Revenue From Charleston County Accommodations Tax Pass-Through

1st Payment 2nd Payment Total Fiscal Yr

FY14	FY15*	FY16	FY17**	FY18	FY19
197,400	264,335	276,704	520,000	327,750	381,000
159,791	215,479	208,390	-	109,250	127,000
357,191	479,813	485,093	520,000	437,000	508,000

9%	34%	1%	7%	-16%	16%
Incr from FY13	Incr from FY14	Incr from FY15	Incr from FY16	Incr from FY17	Incr from FY18

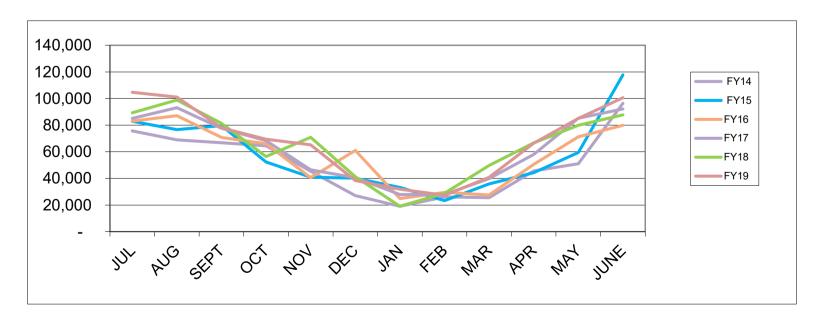


^{*} Beginning in FY15, Charleston County increased it's pass-through % from 20% to 25% of County Atax collected on the Isle of Palms.

^{**} Only one payment received for all of FY17. County personnel indicate there will be a smaller 2nd payment in FY18.

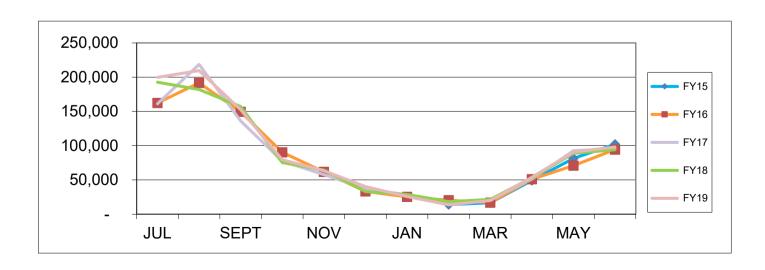
City of Isle of Palms Hospitality Tax Collections

	F	FY14	1	FY	'15	FY1	6	FY1	7	FY18	3	FY19	9
	Taxes F	Paid	# of Payers	Taxes Pai	d # of Payers	Taxes Paid	# of Payers	Taxes Paid	# of Payers	Taxes Paid	# of Payers	Taxes Paid	# of Payers
JUL	75,7	18	28	82,898	3 28	83,038	31	85,051	29	89,309	27	104,681	30
AUG	68,9	58	25	76,606	3 29	87,110	29	93,123	27	98,883	27	101,031	34
SEPT	66,7	79	26	79,619	32	70,725	32	77,619	29	81,373	34	78,014	29
OCT	64,5	13	25	52,308	33	66,113	34	68,348	27	56,439	31	69,394	29
NOV	45,3	25	25	40,949	26	40,576	12	46,488	24	70,905	34	65,210	28
DEC	27,0	92	25	40,157	' 22	61,052	30	40,557	26	41,260	25	38,440	29
JAN	19,0	57	26	33,166	31	24,864	26	27,883	26	19,085	23	31,905	28
FEB	26,1	64	21	23,297	⁷ 25	29,443	21	27,947	22	28,826	24	27,373	28
MAR	25,5	64	21	35,894	26	27,586		39,785	26	49,744	26	40,741	28
APR	45,6	37	24	44,335	5 26	50,531	25	57,961	28	66,633	28	66,425	33
MAY	50,9	87	28	59,407	⁷ 28	71,297	32	85,246	29	79,870	27	85,134	
JUNE	96,4	25	29	117,761	33	79,858	30	92,137	29	87,753	28	100,621	
Deduct last July	(75,7	18)		(82,898	3)	(83,038)		(85,051)		(89,309)		(104,681)	
Add next July	82,8	98		83,038	3	85,051		89,309		104,681		88,238	
Total Fiscal Year	619,3	99		686,537	<u>, </u>	694,206		746,402		785,452		792,527	
	Incr fr FY1	13	12%	Incr fr FY14	11%	Incr fr FY15	1%	Incr fr FY16	8%	Incr fr FY17	5%	Incr fr FY18	1%



City of Isle of Palms Beach Preservation Fee

	FY15	FY16	FY17	FY18	FY19
JUL		162,228	161,068	192,666	199,724
AUG		191,610	218,620	181,842	209,600
SEPT		149,350	136,141	157,274	152,535
ОСТ		90,398	77,500	75,353	79,534
NOV		61,647	57,777	64,256	63,444
DEC		33,233	36,937	32,877	40,182
JAN		25,309	28,217	28,859	25,836
FEB	13,997	20,313	15,332	18,317	13,666
MAR	16,526	16,918	20,485	21,562	19,983
APR	49,060	51,082	51,166	53,213	53,685
MAY	81,384	70,954	92,529	88,875	90,800
JUNE	102,031	94,270	95,768	94,112	97,999
Deduct last July	-	(162,228)	(161,068)	(139,501)	(199,724)
Add next July	162,228	161,068	139,501	199,724	195,287
Total Fiscal Year	425,226	966,152	969,974	1,069,429	1,042,551
	•		Incr from FY16	Incr from FY17	Incr from FY18
			0%	10%	-3%



City of Isle of Palms Phase II Drainage - 45th - 52nd Avenue

G/L Account: 204640.5084

PROJECT COST:

Design & Engineering Contract - Phase II - 45th to 52nd Avenues

First Contract Amendment (bid package, easements, permitting, technical support during construction, etc)

Low Bid Received with 15% Contingency, less change orders

Change Order #1 - field adjustment to relocate water pipe- marina line from bulkhead to pond

Change Order #2 - addition of storm drain component for resolution of conflict with existing power line

Change Order #3 - field adjustment to relocate drainage line away from electrical line near Wild Dunes main gate

Change Order #4 - raise drainage pipe invert to clear power line, replace check valve with a flap gate

Change Order #5 - additional survey and location work

Change Order #6 - depth adjustments to lines along Palm, 46th, 49th, 51st and 52nd

Change Order #7 - time extension only, no cost

Change Order #8 - lake 1 outfall box and hedges on 52nd Ave

Change Order #9 - depth admustments on line connecting ponds adjacent to Morgan Place Drive

SUBTOTAL ESTIMATED COST: 199,000 2,574,395

Engineering 8

Design

169,000

30.000

13,137 (13,137) -199,000 2,574,395 163,755 2,937,150

Phase II Drainage Project

45th-52nd Ave

Construction

2,381,000

29,997

1.922

9,074

9,926

51.450

69,739

8,151

Reimbursables

& Contingency

357,150

(29,997)

(1.922)

(9.074)

(9.926)

(51,450)

(69,739)

(8,151)

Total

169,000

30.000

2,738,150

PROJECT EXPENDITURES:

Inv. Date	Check #	Vendor	Description of Work			
3/26/12	2809	CSE	Phase II engineering, layout & routing	900	5	905
4/9/12	2818	Eadie's Construction	45th - 52nd Ave, TB inspection		1,950	1,950
4/25/12	2820	CSE	Phase II engineering, drawings	8,300	8	8,308
5/25/12	2826	CSE	Phase II engineering, drawings	13,875		13,875
6/25/12	2837	CSE	engineering, wetlands survey	14,000		14,000
7/25/12	2845	CSE	engineering, survey, wetlands & drawings	12,638	29	12,666
8/27/12	2854	CSE	survey, drawings and postage	8,900	60	8,960
9/25/12	2867	CSE	engineering and drawings	8,500	31	8,531
10/25/12	2872	CSE	engineering and surveys	14,500		14,500
11/26/12	2874	CSE	engineering, surveys, & wetlands	13,500		13,500
1/16/13	2881	CSE	engineering, drawings & wetlands	12,720	27	12,747
2/7/13	2887	CSE	engineering, drawings & wetlands	15,462	62	15,524
2/25/13	2891	CSE	engineering, survey & drawings	4,527	2	4,529
5/28/13	2914	CSE	engineering	4,000		4,000
6/25/13	2920	CSE	engineering	2,000		2,000
9/25/13	2932	CSE	engineering services	-	314	314
10/25/13	2935	CSE	engineering services	900	18	918
11/25/14	2980	CSE	engineering services	5,280	30	5,310

City of Isle of Palms Phase II Drainage - 45th - 52nd Avenue

G/L Account: 204640.5084

	PRO.	JECT	COST:
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3/10/15	2990	Halversen & Associates
5/31/15	3002	Halversen & Associates
6/30/15	3012	Halversen & Associates
12/28/15	3045	CSE
12/29/15	3046	Halversen & Associates
1/31/16	3058	Halversen & Associates
2/21/16	3068	Halversen & Associates
3/1/16	3076	Halversen & Associates
5/16/16	3090	Halversen & Associates
5/25/16	3089	CSE
6/27/16	3096	CSE
6/28/16	3101	Halversen & Associates
1/25/17	3130	CSE
4/25/17	3158	CSE
5/25/17	3179	CSE
6/26/17	3177	CSE
7/25/17	3183	CSE
9/1/17	3194	CSE
9/25/17	47982	CSE
10/25/17	50205	CSE
11/2/17	50195	IPW
11/27/17	50366	CSE
12/22/17	50458	IPW Construction Group
12/27/17	50616	CSE
2/5/18	50785	IPW Construction Group
2/26/18	50891	CSE
2/28/18	50946	IPW
3/26/18	51084	CSE
4/2/18	51223	IPW
4/25/18	51307	CSE
5/8/18	51480	IPW
5/25/18	51592	CSE
5/29/18	51876	IPW
6/25/18	51871	CSE
6/28/18	51940	IPW

	Engineering & Design	Construction	Reimbursables & Contingency	Total
legal expenses related to easements			1,705	1,705
legal expenses related to easements			1,641	1,641
legal expenses related to easements			12	12
eng svcs, meeting with HOA	180			180
Drainage related legal fees Nov & Dec 2015			281	281
Drainage related legal fees Jan 2016			540	540
Drainage related legal fees Golf Cart Easement			206	206
Drainage related legal fees Golf Cart Easement			96	96
Legal fees, WDYH meeting, golf cart/IOPWSC easements			900	900
eng svcs, site meeting WDYH easement	400			400
revised drawing exhibits	300			300
Drainage related legal fees for June 2016			108	108
Eng svcs, Phase II drainage	1,450		90	1,540
Drainage Phase II permit, drawings for bid package	600			600
Bid package preparation	12,590			12,590
Finalize bid package and advertisement	4,600		87	4,687
Bid opening, review of tabulation	2,750		87	2,837
Met with IOPWSC, prepare grant info	800		492	1,292
preconstruction meeting	1,000		54	1,054
property owners meeting, sketch flap gate	450		74	524
construction pay app #1		214,032		214,032
project management	2,600		28	2,628
construction pay app #2		113,388		113,388
professional services & project mgt	850			850
construction pay app #3		90,001		90,001
professional services & project mgt	2,100			2,100
construction pay app #4		83,772		83,772
professional services & project mgt	3,500		6	3,506
construction pay app #5		145,934		145,934
professional services & project mgt	3,000			3,000
construction pay app #6		213,316		213,316
professional services & project mgt	750			750
construction pay app #7		241,100		241,100
professional services & project mgt	4,700			4,700
construction pay app #8		97,479		97,479

Phase II Drainage Project

45th-52nd Ave

City of Isle of Palms Phase II Drainage - 45th - 52nd Avenue G/L Account: 204640.5084

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7/30/18	52248	IPW	construction pay app #9
8/1/18	52308	CSE	professional services & project mgt
8/27/18	52397	CSE	professional services & project mgt - change orders/Palm revisions
8/28/18	52404	IPW	construction pay app #10
10/3/18	52635	IPW	construction pay app #11
10/17/18	52627	CSE	professional services & project mgt
11/8/18	52826	CSE	professional services & project mgt
11/9/18	52874	IPW	construction pay app #12
11/26/18	53073	CSE	professional services & project mgt
11/29/18	53207	IPW	construction pay app #13
1/1/19	53320	IPW	construction pay app #14
1/24/19	53471	IPW	construction pay app #15
1/25/19	53462	CSE	site visit
2/25/19	53639	CSE	professional services & project mgt
2/26/19	53864	IPW	construction pay app #16
3/25/19	53915	CSE	professional services & project mgt
4/25/19		CSE	prfessional services & project mgt
5/15/19		IPW	construction pay app #17 (final)
6/30/17	various	Halversen & Associates	legal expense related to project, FY17
6/30/18	various	Halversen & Associates	legal expense related to project, FY18
6/30/19	various	Hinchey Murray & Pagliarini (J Copeland)	legal expense related to project, FY19

Phase II Drainage Project	
45th-52nd Ave	

	Engineering & Design	Construction	Reimbursables & Contingency	Total
		71,716		71,716
	4,700			4,700
s	2,350		11	2,361
		96,674		96,674
		146,643		146,643
	500			500
	1,300			1,300
		228,403		228,403
	1,050		-	1,050
		163,925		163,925
		118,020		118,020
		179,696		179,696
	300			300
	1,000			1,000
		89,648		89,648
	2,300			2,300
	1,400			1,400
		280,649		280,649
			2,752	2,752
			5,061	5,061
			72	72
	197,522	2,574,395	16,836	2,788,753

SUBTOTAL SPENDING:

REMAINING TO SPEND:

	,	=,0::,000	. 0,000	=,. 00,. 00
	4 470	(0)	4.40.040	148 397
	1.479	(0)	146,919	148.397
_	.,	(-)	,	,

City of Isle of Palms Replace (6) Underground Fuel Storage Tanks & PWks Fuel Canopy **IOP Public Works (2) and IOP Marina (4)**

FY19 Budget for Public Works UST Replacmnt	280,000
FY19 Budget for Public Works Fuel Canopy	30,000
FY19 Budget for Marina UST Replacement	620,000
Contracts/Change Orders	(859,249)
Budget Funds Remaining	70,751

Contracts and Change Orders Received:

Summit Engineering Technical assistance & contract admin Jones & Frank Construction Jones & Frank Change Order Hose reels for dock fuel dispensers

Legal & Miscellaneous expense estimate

	Admin	Construction	Legal & Misc	Total
•	21,737			21,737
		809,592	-	809,592
		12,920	-	12,920
			15,000	15,000
	24 727	000 510	45.000	050.040

Construction

			21,737	822,512	15,000	859,249
Project E	xpenditures:					
Invoice Date	Payee	Description of Work				
3/1/2018	Summit Engineering Lab	testing related to removal of UST tanks			4,240	4,240
7/25/2018	Jones & Frank	Pay App #1 tanks and installation - Pub Wks site		127,026		127,026
8/31/2018	Summit Engineering Lab	project oversight, mileage	4,204			4,204
8/31/2018	Jones & Frank	Pay App #2 - Pub Works Site		57,746		57,746
9/30/2018	Jones & Frank	Pay App #3		43,290		43,290
10/26/2018	Jones & Frank	config & startup of fuel mgt sys after PWKS repl			1,500	1,500
10/31/2018	Jones & Frank	Pay App #4		14,815		14,815
1/1/2019	Summit Engineering Lab	project oversight, mileage			1,790	1,790
2/1/2019	Jones & Frank	Fuel removal & disposal from Public Works site			4,620	4,620
2/6/2019	Jones & Frank	Pay App #5 - Marina site		166,832		166,832
3/1/2019	Jones & Frank	Pay App #6 - Marina site		147,684		147,684
4/1/2019	Jones & Frank	Pay App #7 - Marina site		143,794		143,794
5/1/2019	Jones & Frank	Pay App #8 - Marina site (\$82,176 retainage remaining)		38,398		38,398
5/31/2019	Jones & Frank	Pay App #9 - service training		675		675
6/6/2019	Jones & Frank	Pay App #10 - island extensions/vent relocation		10,420		10,420
7/30/2019	Jones & Frank	special invoice to remove & dispose of soil			3,270	3,270
		Total paid	4,204	750,681	15,420	770,304
		Remaining on contracts	17,533	71,831	(420)	88,944
		Total paid Remaining on contracts	17,533	750,681 71,831	15,420 (420)	

City of Isle of Palms Drainage Phase 3

Contracts and Change Orders Received:

Thomas & Hutton Surveying, Engineering & Design

Thomas & Hutton Change Order #1 for Project Admin & Meetings

Thomas & Hutton Tabby Lane project engineering & design

Thomas & Hutton Change Order #2 Eng. for high impact projects in basin

Project Expenditures:

Invoice Date	Payee	Description of Work
5/1/2019 5/9/2019 5/31/2019	Thomas & Hutton Engineering	engineering services engineering services engineering services engineering services engineering services
		Total paid
		Remaining on contracts

FY19 Budget for design & engineering	400,000
Less Unspent FY19 Budget	(332,493)
FY20 Budget for remainder of design, engineering & permitting	200,000
Contracts/Change Orders	(137,100)
Budget Funds Remaining	130,407

Engineering & Design	Project Admin	Construction	Legal & Misc	Total
100,800				100,800
	13,000		-	13,000
7,500				
23,300			-	23,300
131,600	13,000	-	-	137,100
2,174	1,680			3,854
27,588	1,120			28,708
24,845	,			24,845
15,411	1,120			16,531
24,721	1,695			26,415
				-
				-
				-
				-
94,739	5,615	-	-	100,353
36,861	7,386	-	-	36,747





July 26, 2019

Mayor Jimmy Carroll City of Isle of Palms PO Box 508 Isle of Palms, SC 29451

RE: CARTA Budget Approval Request

Dear Mayor Carroll:

In accordance with state law, the CARTA Board of Directors is submitting the attached proposed budget for the fiscal year October1, 2019 – September 30, 2020 for your review and approval. In addition to the budget, I have enclosed a copy of a memorandum which was provided to the CARTA Board of Directors prior to their approval of the proposed budget. Hopefully, it will serve to address any questions you or members of your council may have regarding increases and decreases in the individual budget line items. In addition, staff is available to attend your committee and/or council meeting if you would like for us to be present to address any questions or provide any additional information which may be needed.

Finally, for you and your council's information we have enclosed a brief summary of CARTA's accomplishments over the last couple of years. We appreciate your continued support of CARTA and are ready to provide any assistance needed to facilitate this process.

Respectfully Submitted,

Ronald E. Mitchum Executive Director

Cc: City/ County Administrator CARTA Board members

5790 CASPER PADGETT WAY • NORTH CHARLESTON, SC 29406 • TEL 843.529.0400



CARTA has recently made, and continues to make, a wide array of advancements in regional public transportation, including operating debt-free. Please see below of an overview of ongoing progress.

TECH

- Developed a new real-time <u>Transit App</u> that provides customers with the ability to track buses and estimated arrival times.
- Developed a new mobile-friendly **CARTA website** (<u>www.RideCARTA.com</u>) to make the online experience more intuitive for our users.
- Updated **customer service operations center** with new software and phone hardware to eliminate missed calls and reduce customer wait times.
- Installation of **61 solar-powered shelters** and **45 benches** underway.

PLANNING

- Long Range Transportation Plan: A federally mandated 25-year look ahead to prioritize transportation projects. It's the key document for federal infrastructure funding in the region. An update is complete and available at BCDCOG.com.
- Regional Transit Framework Plan: Together with the overall long-range plan, this
 framework sets the foundation for transit investment as part of a multi-modal
 transportation system. The study examined how we travel across the region and
 where development patterns are favorable to high-capacity transit services. The
 report is available at bcdcog.com/framework.
- BCDCOG Regional Park-and-Ride Study: This study, produce a comprehensive plan
 identifying dozens of suitable sites for permanent satellite parking locations in the
 region. These sites will not only be serviced by CARTA commuter buses but will also
 be available to carpooling commuters who wish to share a ride to locations not
 served by CARTA.

SERVICE

- Increased on-time performance from less than 80% to an average of 90% despite an aging fleet, increasing congestion and numerous weather and other events (Wando bridge closure, for instance) that impact our ability to maintain a schedule.
- Launched the **Hospitality on Peninsula** service and park and ride facility.



FACILITIES

- Opened the new Rivers Avenue Park-and-Ride facility featuring 289 parking spaces with amenities including shelters, bathroom facilities, fencing, bike racks and 24/7 camera surveillance.
- Completed improvements to the Superstop hub, including exterior/interior painting, upgrading of restroom facilities and increased lighting.
 - Installed a new bus wash system and lights
- The North Charleston Transit Center is now opened and servicing Amtrak and Southeastern Stages. The CARTA route is scheduled to start serving that facility in the next few months.

FLEET REPLACEMENT & UPGRADES

- Purchased new buses to replace the aging fleet, including:
- 2 30-foot DASH Shuttles
- 23 40-foot Express Buses
- 30-foot Airport Express Shuttle
- 2 Low-Floor Buses
- Maintenance road call truck.

COMMUNITY OUTREACH

- Launched a Free Students Fare pilot program.
- Expanded **Senior Fares** and seniors can now ride the system during operating hours for the senior fare of \$1.00.
- Eliminated transfer fees.
- Implemented a **new pass structure** to ease financial commitment for riders.
- Launched a video series focused on CARTA and the ease of using the system.

ADDITIONAL EFFORTS UNDERWAY

In partnership with the BCDCOG/CHATS, CARTA has several important studies and initiatives underway. While some bemoan expenditures for studies and plan development, a lack of adequate planning is clearly responsible for many of CARTA's past problems. Some of our current efforts include:

• Lowcountry Rapid Transit: The forthcoming Bus Rapid Transit line will be the region's first true mass transit project, connecting Summerville, North Charleston and Charleston. A consultant has been selected to lead initial engineering and



environmental review, and a contract should be finalized later this summer. More information is available at <u>lowcountryrapidtransit.com</u>.

- **CHATS Safety Committee:** A newly formed group which will examine bicycle/pedestrian safety issues. As part of this initiative the committee will be looking at the location and safety of bus stops and shelters to ensure that we are not encouraging unsafe activities by our customers.
- **Bus Stop/Shelter Design Standards:** These guidelines are being developed to ensure a consistent design that can be provided to member governments and developers in order to promote the inclusion of transit amenities in new developments.
- Automatic Vehicle Location (AVL) System: The procurement and installation of AVLs will allow dispatchers to see the location of all active, in-service vehicles and how they are performing relative to their schedule. Dispatchers will be able to assist drivers in re-routing to avoid lane closures, blocked train tracks, flooding and other events that affect route/system performance. In addition, the system uses in-vehicle tablets using a color-coded system to help drivers easily see if they are ahead, behind or on schedule.



MEMORANDUM

TO: Board of Directors

FROM: Robin W. Mitchum, Deputy Director of Finance and Administration

SUBJECT: FY19/20 Proposed Budget

DATE: June 12, 2019

Please find attached the FY19/20 Proposed Budget for your consideration. It is necessary for us to proceed with the approval of the proposed budget now in order to give us time to submit to our member governments. Please remember that our fiscal year does not begin until October 1st and therefore the budget is based on preliminary and estimated revenues and expenditures and will be revised in the first quarter of the year.

Revenues

A detailed explanation of line item changes includes:

- Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & individuals
 with disabilities, and 5339 funds to purchase buses. CARTA receives funds as a direct recipient from FTA
 and Pass Through funds from the BCDCOG. These funds are based on a federal formula and therefore,
 are subject to change each fiscal year.
- State Mass Transit Funds are operating funds and capital funds to match federal funds for the purchase of buses and charging stations. These funds are also formula based and are subject to change each fiscal year.

Expenditures

A detailed explanation of anticipated changes is as follows:

- Staff salaries and benefits increase reflects the increase in employer contributions for retirement and insurance benefits as they relate to wages.
- Marketing is decreased by the Community Pride project from the prior fiscal year. This was a
 discretionary grant that was received in the previous fiscal year.
- Automotive is decreased by the City of Charleston Parking lot fees.
- Postage is decreased to align the budget with average expenditures.
- Equipment rental is decreased by the removal of the HOP Lot portable toilet.

- Office Equipment Maintenance includes IT services (managed server services, email hosting, website
 management, and other general IT services), Camera system maintenance, and AVL software
 maintenance. The annual software maintenance cost was discounted for the first year and will increase
 this fiscal year.
- Rent is decreased to align the budget with average expenditures for document storage fees. The agency's record retention policy requires that we maintain records on various schedules.
- Communications is decreased by the removal of the HOP Lot internet service which provided connectivity to the lot's security cameras. Additionally, the slight increase is for Charleston County's monthly digital radio frequency cost which is a per radio fee.
- Utilities are decreased due to the removal of the electricity required at the HOP Lot. However, it does includes a slight increase for increased electricity charges associated with the new bus charging stations that will be coming on line in the latter half of the fiscal year.
- Advertising is decreased. The majority of marketing services are provided by BCDCOG staff and Rawle
 Murdy and the cost is passed on from the BCDCOG to CARTA under the intergovernmental agreement.
- Professional services are decreased by the removal of the HOP Lot Security Guard.
- Contract Services This line decreased by the conclusion of the Melnick Property Engineering project, Shelter/Bench Engineering project, and the HOP Lot Low Line Engineering.
- Vehicle Maintenance is decreased to align the budget with average and anticipated expenditures.
- Insurance is increased based on the Insurance Reserve Fund's projected increases across their services provided. Additional insurance will be required with the addition of the new buses.
- Fuel cost has been increased to align with average expenditures.
- Fixed Route contract operating costs have been increased based on estimated services provided by Transdev. The contracted hourly rate increases 3% on July 1.
- Paratransit contract operating costs has been increased based on estimated services provided by Transdev. The contracted hourly rate increases 3% July 1.
- Interest is the interest accrued on the Melnick park and ride loan for the acquisition of the property.
- Rolling Stock is being reduced to the amount of rolling stock CARTA anticipates receiving in this fiscal year.
- Bus Facilities/Charging stations is for the purchase of charging stations for the new electric buses.
- Security Cameras and Equipment are funds available to purchase security equipment at our facilities and on buses.
- Capital includes funds for Facility Maintenance, signage, and other capital assets related to the operation of the transit system.

We will continue to monitor the budget to insure revenues and expenditure remain aligned and we will make recommended revisions as necessary.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com.

CARTA FY2020 Proposed Budget

	Budget	Proposed Budget	
	FY 2019	FY 2020	Variance
Revenues			
Farebox	2,240,483	2,240,483	0
Passes	552,551	552,551	0
HOP Lot Parking Fees	115,000	332,331	(115,000)
COC Shuttle	457,600	457,600	0
MUSC	815,455	815,455	0
City of Charleston - DASH	553,280	553,280	0
City of North Charleston	1,104,246	-	(1,104,246)
Community Pride	4,669	_	(4,669)
Federal	20,625,582	12,714,213	(7,911,369)
State Mass Transit Funds	1,664,354	1,040,472	(623,882)
SCPRT	1,605	-	(1,605)
Sales Tax - Charleston County	12,014,250	12,439,250	425,000
HOP Lot	136,350	-	(136,350)
Capital Revenue	2,000	_	(2,000)
Advertising	800,000	700,000	(100,000)
Interest	-	, -	v o
Insurance Proceeds	92,760	-	(92,760)
Sale of Asset	50,000	5,000	(45,000)
Miscellaneous	600		(600)
TOTAL REVENUES	41,230,785	31,518,304	(9,712,481)
Expenditures			
Staff Salaries & Benefits	158,322	160,578	2,256
Supplies	15,200	15,200	2,230
Printing	47,500	47,500	0
Marketing	14,669	10,000	(4,669)
Automotive	2,570	650	(1,920)
Accounting (Auditing)	28,800	28,800	0
Postage	2,000	1,200	(800)
Dues/Memberships	500	500	0
Office Equipment Rental	1,410	675	(735)
Office Equipment Maintenance	185,090	211,156	26,066
Rent	24,600	22,900	(1,700)
Communications	170,007	170,381	374
Utilities	12,550	12,650	100
Advertising	15,000	5,000	(10,000)
Money Transport	6,715	7,500	785
Professional Services	137,976	30,465	(107,511)
Contract Services	1,734,173	2,037,021	302,848
HOP Lot - Low Line Contract Services	225,000	-	(225,000)

CARTA FY2020 Proposed Budget

		Proposed	
	Budget	Budget	
	FY 2019	FY 2020	Variance
Shelter/Bench Contract Services	360,978	226,481	(134,497)
Melnick Property Contract Services	173,318	55,259	(118,059)
Vehicle Maintenance	357,310	250,000	(107,310)
Operating Fees & Licenses	27,500	27,500	0
Insurance	583,237	630,780	47,543
Fuel	1,444,525	1,494,728	50,203
Fixed Route	13,214,377	13,610,808	396,431
Paratransit	2,740,179	2,822,384	82,205
Miscellaneous	7,741	7,741	0
Interest	67,724	64,080	(3,644)
Intermodal Infrastructure - Construction	4,976,233	-	(4,976,233)
Rolling Stock	10,518,364	7,839,674	(2,678,690)
Bus Facilities/Charging Stations	-	580,000	580,000
Bus Shelter Construction/Bench Install	1,016,410	400,504	(615,906)
Security Cameras/Equipment	397,235	452,102	54,867
Intermodal FF&E	25,000	-	(25,000)
Capital (IT, Facility Repairs/Maint)	397,033	294,087	(102,946)
Melnick PNR	2,141,539		(2,141,539)
TOTAL EXPENDITURES	41,230,785	31,518,304	(9,712,481)
Excess (Deficit) of Revenues Over			
(Under) Expenditures			

	Administration	Operating	Capital	TOTAL
EXPENDITURES:				
Salaries & Benefits	69,049	91,529	-	160,578
Total Direct Personnel	69,049	91,529	1	160,578
Supplies	6,900	8,300	-	15,200
Printing	-	47,500	-	47,500
Marketing	10,000	-	-	10,000
Automotive	650	-	-	650
Accounting (Auditing)	28,800	-	-	28,800
Postage	1,200	-	-	1,200
Dues/Memberships	500	-	-	500
Equipment Rental	675	-	-	675
Office Equipment Maintenance	50,000	161,156	-	211,156
Rent	8,500	14,400	-	22,900
Communications	13,164	157,217	-	170,381
Utilities	-	12,650	-	12,650
Advertising	5,000	-	-	5,000
Money Transport	-	7,500	-	7,500
Professional Services	30,465	-	-	30,465
Contract Services	-	2,037,021	-	2,037,021
HOP Lot - Low Line Contract Services	-	-	-	-
Shelter/Bench Engineering Contract Services	-	226,481	-	226,481
Melnick Property Contract Services	-	55,259	-	55,259
Vehicle Maintenance	-	250,000	-	250,000
Operating Fees & Licenses	-	27,500	-	27,500
Insurance	12,750	618,030	-	630,780
Fuel	-	1,494,728	-	1,494,728
Fixed Route	-	13,610,808	-	13,610,808
Paratransit	-	2,822,384	-	2,822,384
Miscellaneous	7,741	-	-	7,741
Interest	64,080	-	-	64,080
Rolling Stock	-	-	7,839,674	7,839,674
Bus Facilities/Charging Stations	-	-	580,000	580,000
Bus Shelter Construction/Bench Install	-	-	400,504	400,504
Security Equipment	-	-	452,102	452,102
Capital (IT, Facility Repairs/Maint)	-	-	294,087	294,087
TOTAL EXPENDITURES	309,474	21,642,463	9,566,367	31,518,304

CARTA Proposed Budget FY19/20 Detail

	Administration	Operating	Capital	TOTAL
REVENUE				
Farebox	-	2,240,483	-	2,240,483
Passes	-	552,551	-	552,551
COC Shuttle	-	457,600	-	457,600
MUSC	-	815,455	-	815,455
City of Charleston - DASH	-	553,280	-	553,280
Federal - 5307	-	5,632,341	3,675,620	9,307,961
Federal - 5339	-	-	1,373,444	1,373,444
Federal Passed through COG	-	-	2,032,808	2,032,808
SCDOT - OPT	-	462,222	578,250	1,040,472
Sales Tax - Charleston County	309,474	10,228,531	1,901,245	12,439,250
HOP Lot - Local	-	-	-	-
Capital Revenue	-	-	-	-
Advertising	-	700,000	-	700,000
Interest	-	-	-	-
Insurance Proceeds	-	-	-	-
Sale of Asset	-	-	5,000	5,000
Miscellaneous	-	-	-	-
TOTAL REVENUES	309,474	21,642,463	9,566,367	31,518,304
EXCESS OF REVENUES OVER				
EXPENDITURES	-	-	-	-

CARTA DETAILED BUDGETED EXPENDITURES FY 2019/2020

		Proposed				
		Budget FY 2019	Budget FY 2020	Increase (Decrease)		
SALARIES &	Salaries	112,919	112,919	- 1 122		
BENEFITS	Retirement FICA	16,731 8,638	17,853 8,638	1,122		
	SUTA	774	774			
	Workers Comp	365	365	_		
	Insurance	13,948	14,716	768		
	Retiree Insurance	4,947	5,313	366		
		158,322	160,578	2,256		
SUPPLIES	Admin/Operations	15,000	15,000	-		
	Supplies - HOP LOT	200	200	-		
	Total	15,200	15,200			
PRINTING	Printing	45,000	45,000	_		
	Printing - HOP LOT	2,500	2,500	-		
		47,500	47,500			
MARKETING	Promotional	10,000	10,000	-		
	Contractual	4,669		(4,669)		
	Total	14,669	10,000	(4,669)		
AUTOMOTIVE	Parking/Mileage/Service	2,570	650	(1,920)		
	Total	2,570	650	(1,920)		
ACCOUNTING	Contractual	-	-	-		
	Audit	28,800	28,800	-		
		28,800	28,800			
POSTAGE	John Street	2,000	1,200	(800)		
		2,000	1,200	(800)		
DUES &	Metro Chamber	500	500	-		
MEMBERSHIPS	Total	500	500	_		
EQUIPMENT	Portable Toilet Rental - HOP LOT	735	-	(735)		
RENTAL	Miscellaneous Equipment	675	675	-		
	Total	1,410	675	(735)		
OFFICE	IT	50,000	50,000	-		
EQUIPMENT	Money Counting Equipment	2,000	2,000	-		

CARTA DETAILED BUDGETED EXPENDITURES FY 2019/2020

		Budget FY 2019	Budget FY 2020	Increase (Decrease)
MAINTENANCE	Super Stop Cameras	2,371	2,296	(75)
	AVL Cloud Manager	15,519	19,160	3,641
	AVL	115,200 185,090	<u>137,700</u> 211,156	22,500 26,066
DENT	land	6,000	6,000	
RENT	Land Park & Ride	6,000 8,400	6,000 8,400	-
	Document Storage	4,200	2,500	(1,700)
	SC Works Charleston Center	6,000	6,000	(1,700)
	20 Works Charleston Conton	24,600	22,900	(1,700)
COMMUNICATIONS	Telephone/Internet	13,164	13,164	_
	Internet - HOP LOT	1,634	-	(1,634)
	Tablets - Buses	80,609	80,609	-
	Radios	74,600	76,608	2,008
	Total	170,007	170,381	374
UTILITIES	Electricity	7,250	9,350	2,100
	Electricity - HOP LOT	2,000	=	(2,000)
	Water	3,300	3,300	- 100
		12,550	12,650	100
ADVERTISING	ALL	15,000	5,000	(10,000)
		15,000	5,000	(10,000)
MONEY COUNTING		6,715	7,500	785
		6,715	7,500	785
PROFESSIONAL SERVICES	Legal	12,239	7,500	(4,739)
	Other	11,400	20,650	9,250
	Security Guard - HOP LOT	112,132 2,205	- 2 215	(112,132) 110
	Payroll	137,976	2,315 30,465	(107,511)
CONTRACT	Management Services	75,000	75,000	
SERVICES	Shared Services (IGA)	1,659,173	1,962,021	302,848
SERVICES	HOP Lot - Low Line (IGA)	225,000	-,,,,,,,	(225,000)
	Shelter/Bench Engineering (IGA)	360,978	226,481	(134,497)
	Melnick Property (IGA) Eng	173,318	55,259	(118,059)
		2,493,469	2,318,761	(174,708)
VEHICLE MAINTENANCE		357,310	250,000	(107,310)
		357,310	250,000	(107,310)

CARTA DETAILED BUDGETED EXPENDITURES FY 2019/2020

_				
		Budget FY 2019	Budget FY 2020	Increase (Decrease)
OPERATING FEES		27,500	27,500	
& LICENSES		27,500	27,500	
INSURANCE	Administration	11,000	12,750	1,750
	Operating	572,237	618,030	45,793
		583,237	630,780	47,543
FUEL	Fuel	1,373,934	1,434,844	60,910
	Fuel - HOP LOT	70,591	59,884	(10,707)
		1,444,525	1,494,728	50,203
FIXED ROUTE	TRANSDEV	12,281,195	12,649,631	368,436
	TRANSDEV - HOP LOT	933,182	961,177	27,995
		13,214,377	13,610,808	396,431
PARATRANSIT	TRANSDEV	2,740,179	2,822,384	82,205
		2,740,179	2,822,384	82,205
MISCELLANEOUS	MISC	7,500	7,500	-
	MISC - HOP LOT	241	241	
		7,741	7,741	
INTEREST	BB&T - Melnick Property	67,724	64,080	(3,644)
		67,724	64,080	(3,644)
CAPITAL				
	Intermodal Facility	4,976,233	=	(4,976,233)
	Rolling Stock/Fleet Repair	10,518,364	7,839,674	(2,678,690)
	Bus Facilities/Charging Stations		580,000	580,000
	Bus Shelters/Benches	53,465	-	(53,465)
	Security/Cameras	397,235	452,102	54,867
	Signage	70,015	70,015	(25,000)
	FF&E Intermodal	25,000 337,018	- 224 072	(25,000)
	Capital (IT, Facility Maintenance) Shelter Project - Wildwood	327,018 962,945	224,072 400,504	(102,946) (562,441)
	Melnick PNR Construction	2,141,539	- 00,304	(2,141,539)
	Trainer Time Constitution	19,471,814	9,566,367	(9,905,447)
		==, =, == .	- / / /	(-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,



Leola Hanbury Award

Purpose:

Recognizing past Councilmember Leola Hanbury's wishes, the City of Isle of Palms has established the criteria for the "Leola Hanbury Employee of the Year Recognition Award." Ms. Hanbury gifted over \$25,000 dollars to the City she loved so dearly in order create the "Employee of the Year Award."

Award:

The \$1,000 award may be given annually to one employee displaying exemplary service, going above and beyond normal job requirements and expectations, demonstrated integrity and a strong commitment to the City of Isle of Palms.

Nomination Process:

Individuals may be nominated by their supervisors, peers and citizens of the City of Isle of Palms. Nominations must include a narrative letter of support that addresses one or more of the criteria listed and provide evidence of the nominee's excellence performance by the employee. All nominations will be confidential and should be submitted to the Human Resources Officer in City Hall at 1207 Palm Boulevard via U.S Postal Service, personally delivered or emailed to wynetted@iop.net.

Award Review Committee:

The Personnel Committee, Mayor, City Administrator and the Human Resource Officer will evaluate all nominations and select the recipient of the award. The award may be announced at the annual Employee Recognition event.

Eligibility:

The award is limited to employees in good standing with the City and have been employed for a minimum of two (2) years.

Award Selection Criteria:

- Exemplary achievement and performance Consistently and substantially exceeds the expectations of the position, performing at a level above and beyond normal job requirements and expectations; has made important and significant contributions in their area; contributes and demonstrates commitment to the City of Isle of Palms.
- Excellence in customer service and personal interaction Consistently and substantially demonstrates an ability and willingness to work positively, respectfully, and effectively with others; has significantly improved customer service or has increased citizen satisfaction in their area; demonstrates ability and willingness to manage changes in work priorities, procedures, and organization; demonstrates exceptional ability to foster collaboration, communication, and cooperation among colleagues and members of the Isle of Palms community.
- Development of an innovative and creative idea that improves quality of service and reduces cost Developed or significantly improved a work process or system that has significantly increased the efficiency of an operation of a program/department; consistently seeks to improve the quality of work assigned; demonstrates efforts to expand work responsibilities; significant improvements in citizen services or enhanced citizen satisfaction.

Application deadline:

Nominations will be accepted until Friday, September 6th.

THOMAS & HUTTON

682 JOHNNIE DODDS BLVD., SUITE 100 | MOUNT PLEASANT, SC 29464

POST OFFICE BOX 1522 | MOUNT PLEASANT, SC 29465-1522

843.849.0200 | WWW.THOMASANDHUTTON.COM

MEMORANDUM

TO: Douglas Kerr

Director of Building, Planning and Licensing

FROM: Hillary Aton, PE

Thomas & Hutton

DATE: June 10, 2019

SUBJECT: Phase 3 Drainage Outfalls

Conceptual Design Summary

JOB NO.: 27670.0000

<u>Introduction</u>

The City of Isle of Palms is experiencing increased occurrences of flooding due to heavy rainfall events, extreme high tides, sea level rise, high-water table conditions, and more intense coastal storms. These conditions, combined with an inadequate drainage system, have created flooding conditions throughout the City. In response, the City has identified three outfalls to be improved as part of the Phase 3 Drainage Outfall Design and Permitting Project. Thomas & Hutton was selected for the project and has, to-date, performed a drainage study, developed conceptual improvement alternatives, and opinions of probable construction costs for the following three basins and corresponding outfalls:

- 1. 30th Avenue
- 2. Forest Trail
- 3. 41st Avenue

All three outfalls discharge to the Intracoastal Waterway. The study anticipated and accounted for all internal drainage infrastructure within the basins to be improved so that the proposed outfall improvements would be adequate to accept the future runoff and meet the design storm event at each outfall and throughout the basins. Please see the attached Project Area Map and Outfall Map.

30th Avenue Outfall Improvements

The proposed improvements for this outfall include new 48" RCPs collecting and combining stormwater on the south, upstream side of Waterway Blvd. These proposed pipes will include new grate inlet structures that tie into existing storm drain pipes. The stormwater is conveyed under Waterway Blvd. via an 8' x 4' concrete box culvert. Just downstream of Waterway Blvd., located within an existing 30' drainage easement, will be a junction box that allows for the transition from a box culvert to triple 48" RCPs. The conversion from a box to triple circular pipes is necessary for the installation of in-line check valves. The in-line check valves will provide protection from tidal

Memorandum to Douglas Kerr Phase 3 Drainage Outfalls June 10, 2019 Page 2

backflow and will prevent "sunny day flooding". The triple 48" RCPs will extend north towards the existing golf cart bridge. By filling and piping this portion of the drainage easement, the City will be able to access and maintain the downstream system. At the pipe outfall, a headwall is proposed that will contain sluice gates for each pipe. These gates will be manually operated and will provide the ability to close off the system so that it can be pumped dry and inspected/maintained. A concrete apron and outfall protection are also proposed to prevent potential erosion. The channel will be improved from the pipe outfall to the Wild Dunes Golf Course property boundary with the Intracoastal Waterway. The channel improvements consist of realignment and widening to provide adequate stormwater conveyance.

Forest Trail Outfall Improvements

The proposed improvements for the Forest Trail Outfall include a headwall, concrete apron, localized channel grading, and riprap protection on the south, upstream side of Waterway Blvd. Stormwater is conveyed under Waterway Blvd. via a 9' x 5' concrete box culvert to a junction box, located within an existing 30' drainage easement. The junction box provides access for the installation and maintenance for three in-line check valves that are to be installed on triple 54" RCPs. The 54" RCPs extend downstream towards the existing golf cart bridge across a large, existing scour hole that will be filled and stabilized. A headwall, sluice gates, concrete apron, localized channel grading, and riprap outfall protection are proposed to stabilize the existing scour hole and proposed outfall. The downstream channel will be improved which will consist of widening and realignment to a point downstream where the channel transitions to a wide, flat, grassy floodplain. A maintenance access shelf will be provided from Waterway Blvd. extending downstream along the channel.

41st Avenue Outfall Improvements – Alternative 1

Three alternatives were analyzed for the 41st Avenue outfall. The proposed improvements for Alternative 1 consisted of a headwall, concrete apron, localized channel grading, and riprap protection on the south, upstream side of Waterway Blvd. Stormwater is conveyed under Waterway Blvd. via a 6' x 3' concrete box culvert to a junction box. The junction box provides access for the installation and maintenance for three in-line check valves that are to be installed on triple 36" RCPs. A headwall, sluice gates, concrete apron, and riprap are proposed at the outfall. Some localized channel grading will be required to lower the channel to the proposed invert elevations and provide uniform, stabilized side slopes. This system will be accessed and maintained from the shoulder of 41st Avenue and the adjacent City owned property downstream.

41st Avenue Outfall Improvements - Alternative 2

The second alternative for the 41st Avenue outfall consists of the same drainage infrastructure as Alternative 1. However, the downstream channel will be widened to a 15' flat-bottomed channel with bulkheads on either side. Two alternatives were considered for the bulkheads. The two alternatives selected will have minimal impact to adjacent properties. One alternative (2a) is sheet pile walls. The second alternative (2b) is Redirock. Redirock is a gravity, segmental block retaining wall. Option 2b is slightly more cost effective than the sheet piles, however, it has a larger footprint than the sheet piles and may limit the width of the channel.

41st Avenue Outfall Improvements – Alternative 3

The third alternative for 41st Avenue consists of piping the entire channel to its outfall into the Intracoastal waterway. This alternative would consist of a 6' x 3' concrete box culvert under

Memorandum to Douglas Kerr Phase 3 Drainage Outfalls June 10, 2019 Page 3

Waterway Blvd., 8'x 4' and 10' x 4' box culverts extending to the outfall, and multiple grate inlet structures collecting runoff along the channel and contributing stormwater from adjacent systems. Headwalls, concrete aprons, riprap, and localized grading are proposed at both the upstream and downstream ends of the system. Just upstream of the outfall a junction box is proposed to transition the system from a box to triple 48" RCPs. The junction box structure will provide access for the installation and maintenance of three in-line check valves. Sluice gates will be installed on the headwall at the outfall.

<u>Summary</u>

An opinion of probable construction cost was developed for each drainage improvement concept. The Table below provides a summary of the estimated construction costs for each outfall, alternative, and a total Phase 3 construction cost.

OPINION OF PROBABLE COST - SUMMARY TABLE								
Project		Alternative 1		ernative 2a	Alternative 2b		Alternative 3	
30th Avenue Outfall Improvements	\$	718,800						
Forest Trail Outfall Improvements		719,900						
41st Avenue Outfall Improvements		575,100	\$	2,373,700	\$	1,661,500	\$	1,795,100
GRAND TOTAL OPINION OF CONSTRUCTION COST:		2,013,800	\$	3,812,400	\$	3,100,200	\$	3,233,800

These costs are conceptual at this point and do not include any property costs (drainage easement, temporary const. easements, right-of way, etc.) or wetland mitigation fees. Utility costs are estimated. Utility pole relocations will be required at the 30th Avenue and 41st Avenue outfalls. These costs have been included in the construction costs. Any additional utility conflicts (water, sewer, etc.) may result in additional costs.







682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522 MT. PLEASANT, SC 29464 | 843.849.0200 WWW.THOMASANDHUTTON.COM

August 16, 2019

Mr. Douglas Kerr City of Isle of Palms P.O. Drawer 508 Isle of Palms, SC 29451

Re: Phase 3 Drainage Outfall

Design and Permitting

City of Isle of Palms, South Carolina

T&H J-27670.0000

Letter Agreement for Services

Dear Mr. Kerr:

In agreeance with the City of Isle of Palms, Thomas & Hutton is proposing the following scope of work, structured around the scope of services outlined in the Request for Proposals 2018-02 for Phase 3 Drainage Outfall Design and Permitting.

Our scope of services is as follows:

Base Project

- Existing Data Collection and Analysis (City Scope of Work Item 1) Completed
- Survey (City Scope of Work Item 2) Completed
- Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - Completed
- Engineering Design and Plans Preparation Base Option (City Scope of Work Item 5) Included
- Permitting (City Scope of Work Item 6) Included
- Opinion of Probable Construction Cost (City Scope of Work Item 7) Included (Partially)
 - Revised to provide the design opinions of probable costs for the selected alternatives (Task 3 above) for the 60% and 100% submittals.
- Funding Assistance (City Scope of Work Item 8) Included
- Project Phasing Plan (City Scope of Work Item 9) Included
- Project Schedule Development (City Scope of Work Item 10) Included
- Project Administration and Meetings (City Scope of Work Item 11) Included (Partially)
 - Revised to include project progress and council meetings.

Alternates

- Bid Phase Services (City Scope Alternate #1) Excluded
- Construction Phase Services (City Scope Alternate #1) Excluded

Mr. Douglas Kerr City of Isle of Palms Letter Agreement for Services August 16, 2019 Page 2

Options (Add)

- Engineering Design and Plans Preparation Option 1 (City Scope of Work Item 5) –
 Optional Add
- Engineering Design and Plans Preparation Option 2 (City Scope of Work Item 5) –
 Optional Add

In addition to the base design option (City Scope of Work Item 5), there are two alternative design options to be considered. The design options are exclusive to the 41st Avenue outfall and are described in more detail below.

Base Option –This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. with a control structure just downstream of Waterway Blvd. The control structure would provide access for installation and maintenance of inline check valves and sluice gates. The check-valves would provide protection from tidal inundation up to the elevation at which Waterway Blvd. overtops. The downstream channel, extending to the Intracoastal Waterway, would remain as an open channel and would require only minor grading improvements.

Total Opinion of Probable Construction Cost: \$2,013,800 Total Engineering Design Fee: \$209,500

Option 1 – This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. and locating the control structure at the downstream end of the channel where it discharges into the Intracoastal Waterway. The control structure would provide access for installation and maintenance of in-line check valves and sluice gates. This would protect everything upstream of the structure from tidal inundation up to the elevation at which the structure and adjacent properties overtop. The channel between Waterway Blvd. and the control structure would remain an open channel with only minor grading improvements. This would allow for future improvements such as filling and piping the existing channel, which would tie into the proposed improvements under Waterway Blvd. and the control structure.

Total Opinion of Probable Construction Cost: \$2,095,700 Total Engineering Design Fee: \$229,500

Option 2 – This option includes the 30th Avenue and Forest Trail outfall improvements. In addition, this option consists of improvements for 41st Avenue that includes new drainage under Waterway Blvd. and the complete piping of the channel from Waterway Blvd. to the outfall and locating the control structure at the downstream end of the channel where it discharges into the Intracoastal Waterway. The control structure would provide access for installation and maintenance of in-line check valves and sluice gates. This would protect everything upstream of the structure from tidal inundation up to the elevation at which the structure and adjacent properties overtop.

Total Opinion of Probable Construction Cost: \$3,233,800 Total Engineering Design Fee: \$249,500

Per this agreement, our revised fee and fee structure are attached. The proposed fees are broken down by the tasks (or services) listed in the City's request for qualifications.

Mr. Douglas Kerr City of Isle of Palms Letter Agreement for Services August 16, 2019 Page 3

If acceptable, please indicate your authorization to proceed with this work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until September 1, 2019, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed.

This proposal between The City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. ("Consultant"), is subject to the terms and conditions of the Contract executed for this Project dated January 16, 2019. This agreement may only be modified in writing if signed by both of us.

We appreciate this opportunity to be of service to you on this Project. Should you have any questions or need further information, please do not hesitate to call on us.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

Hillary Aton, P

Project Manager

By

Richard Karkowski, PE, PH, CPSWQ, D.WRE

Water Resources Department Manager

RPK/ala

Enclosures: Fee Breakdown

Mr. Douglas Kerr City of Isle of Palms Letter Agreement for Services August 16, 2019 Page 4

Selected Design Alternative	Total Opinion of Probable Construction Cost	Total Engineering Design Fee	Initials
□ Base Option	\$2,013,800	\$209,500	
□ Option 1	\$2,095,700	\$229,500	
□ Option 2	\$3,233,800	\$249,500	

CITY OF ISLE OF PALMS

ACCEPTED:		, 2019
Ву		
	TITLE	

City of Isle of Palms - Phase 3 Drainage Outfall Design and Permitting Proposed Fee Breakdown August 16, 2019

Description	Type of Fee	Fee
Base Project		
Existing Data Collection and Analysis (City Scope of Work Item 1) - Completed	Lump Sum	-
Survey and Wetlands/Critical Area Delineations (City Scope of Work Item 2) - Completed	Lump Sum	-
Study, Alternatives Analysis and Recommended Outfall Improvements (City Scope of Work Items 3 and 4) - Completed	Lump Sum	-
Engineering Design and Plans Preparation - Base Option (City Scope of Work Item 5) - Included	Lump Sum	\$83,000
Permitting Phase (City Scope of Work Item 6) - Included	Time & Expense	\$66,200
Opinions of Probable Construction Costs (City Scope of Work Item 7) - Included (Partially)	Lump Sum	\$9,600
Funding Assistance (City Scope of Work Item 8) - Included	Time & Expense	\$12,900
Project Phasing Plan (City Scope of Work Item 9) - Included	Lump Sum	\$7,800
Project Schedule Development (City Scope of Work Item 10) - Included	Lump Sum	\$5,700
Project Administration and Meetings (City Scope of Work Item 11) - Included (Partially)	Lump Sum	\$24,300
TOTAL BASE PROJECT FEE		\$209,500
Alternates		
Bid Phase Services (City Scope Alternate #1) - Excluded	Time & Expense	-
Construction Phase Services (City Scope Alternate #2) - Excluded	Time & Expense	-
TOTAL ALTERNATES FEE		\$0
Options (Add)		
Engineering Design and Plans Preparation - Option 1 (City Scope of Work Item 5) - Excluded	Lump Sum	\$20,000
TOTAL OPTION PROJECT FEE		\$229,500
Engineering Design and Plans Preparation - Option 2 (City Scope of Work Item 5) - Excluded	Lump Sum	\$40,000
TOTAL OPTION PROJECT FEE		\$249,500

PROJECT: PHASE 3 INTERNAL IMPROVEMENTS

LOCATION: CITY OF ISLE OF PALMS

ESTIMATOR: **HEA**

THOMAS & HUTTON

	OPINION OF PROBABLE COST - SUMMARY TABLE				
#1	Sparrow Drive Drainage Improvement	\$	99,600		
#2	Forest Trail Drainage Improvement	\$	56,600		
#3	Cross Lane Drainage Improvements	\$	52,800		
#4	32nd Ave Drainage Improvements	\$	96,800		
#5	41st Avenue Driveway Pipe Drainage Improvements	\$	152,800		
	GRAND TOTAL OPINION OF CONSTRUCTION COST:	\$	458,600		

^{*}These improvements are dependent on other improvements

PROJECT: #1 - Isle of Palms - Sparrow Drive, Forest Trail, Cross Lane, & 32nd Ave Drainage Imp

LOCATION: Isle of Palms, SC

ESTIMATOR: HEA

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST				
DATE PREPARED:	06/03/2019	REVISED:		
	BASIS FOR	ESTIMATE		
X	X (No design completed-Master Plan)			
	(Preliminary design)			
	(Final design)			
	(Other)			

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

		QUANTITY COST		OST	
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
1031000	Mobilization	1	LS		\$ 2,600.00
1032010	Bonds and Insurance	1	LS		\$ 1,100.00
1071000	Traffic Control	1	LS		\$ 5,000.00
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.1	AC	\$ 5,000.00	\$ 396.92
2023000	Removal & Disposal of Existing Pavement	44	SY	\$ 7.00	· '
2028502	Removal of Existing Culvert 1' x 18"	238	LF	\$ 20.00	\$ 4,760.00
2021000	Removal of Existing Structure	2	EA	\$ 500.00	\$ 1,000.00
3050112	Graded Aggregate Base Course (8 " Uniform)	44	SY	\$ 15.00	\$ 666.67
4030319	Hot Mix Asphalt Surface Course Type B	6	TON	\$ 100.00	\$ 625.00
7141114	24" RC pipe (Class III)	238	LF	\$ 85.00	\$ 20,230.00
7192030	Grate Inlet (36" x 36")	2	EA	\$ 2,500.00	\$ 5,000.00
8041020	Rip-Rap Class B	7	TON	\$ 75.00	\$ 525.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	12	SY	\$ 6.00	\$ 72.00
8100101	Sodding	0.38	MSY	\$ 10,000.00	\$ 3,842.22
8153000	Silt Fence	433	LF	\$ 3.00	\$ 1,299.00
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$ 700.00
8154050	Removal of Silt Retained by Silt Fence	433	LF	\$ 2.50	\$ 1,082.50
8990153	Utility Work Within Project Area	1	LS		\$ 5,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00
				SUBTOTA	\$ 64,210.42
	Survey, Engineering, Bidding, & Construction Services	15	%	\$ 9,631.56	
	Contingency	40	%	\$ 25,684.17	\$ 25,684.17
	GRAND TOTAL OPINION OF CONSTRUCTION COST				\$99,600

- 1. Utility relocation fees are estimated.
- No mitigation (wetland) fees included.
- 3. No property costs (drainage easement, temporary const. easements, right-of way, etc.) are included.

PROJECT: #2 - Isle of Palms - Sparrow Drive, Forest Trail, Cross Lane, & 32nd Ave Drainage Imp

LOCATION: Isle of Palms, SC

ESTIMATOR: HEA

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST				
ATE PREPARED: 06/03/2019 REVISED:				
	BASIS FO	OR ESTIMATE		
Х	(No design compl	eted-Master Plan)		
	(Preliminary design	n)		
	(Final design)			
	(Other)			

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

	DESCRIPTION	QUA	QUANTITY		COST		
ITEM		NUMBER OF UNITS	UNIT MEASURE	PER UN	ІТ	TOTAL COST	
1031000	Mobilization	1	LS		\$	1,300.00	
1032010	Bonds and Insurance	1	LS		\$	500.00	
1071000	Traffic Control	1	LS		\$	5,000.00	
1090200	As-Built Construction Plans	1	LS		\$	5,000.00	
2015000	Clearing and Grubbing within Right-of-Way	0.05	AC	\$	5,000.00 \$	235.31	
2023000	Removal & Disposal of Existing Pavement	42	SY	\$	7.00 \$	291.67	
2028501	Removal of Existing Culvert 1' x 15"	58	LF	\$	20.00 \$	1,160.00	
3050112	Graded Aggregate Base Course (8 " Uniform)	42	SY	\$	15.00 \$	625.00	
4030319	Hot Mix Asphalt Surface Course Type B	6	TON	\$	100.00 \$	585.94	
7141116	36" RC Pipe (Class III)	58	LF	\$	120.00 \$	6,960.00	
8041020	Rip-Rap Class B	14	TON	\$	75.00 \$	1,050.00	
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	24	SY	\$	6.00 \$	144.00	
8100101	Sodding	0.23	MSY	\$	10,000.00 \$	2,277.78	
8153000	Silt Fence	180	LF	\$	3.00 \$	540.00	
8153090	Replace/Repair Silt Fence	100	LF	\$	3.50 \$	350.00	
8154050	Removal of Silt Retained by Silt Fence	180	LF	\$	2.50 \$	450.00	
8990153	Utility Work Within Project Area	1	LS		\$	5,000.00	
-	Misc. Erosion Control/Water Management	1	EA	\$	5,000.00 \$	5,000.00	
					SUBTOTAL \$	36,469.69	
	Survey, Engineering, Bidding, & Construction Services	15		\$	5,470.45 \$	5,470.45	
	Contingency	40	%	\$	14,587.88 \$	14,587.88	
						A. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	
	GRAND TOTAL OPINION OF CONSTRUCTION COST					\$56,600	

- 1. Utility relocation fees are estimated.
- 2. No mitigation (wetland) fees included.
- 3. No property costs (drainage easement, temporary const. easements, right-of way, etc.) are included.

PROJECT: #3 - Isle of Palms - Sparrow Drive, Forest Trail, Cross Lane, & 32nd Ave Drainage Imp

LOCATION: Isle of Palms, SC

ESTIMATOR: HEA

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST				
ATE PREPARED: 06/03/2019 REVISED:				
BASIS FOR ESTIMATE				
X (No design completed-Master Plan)				
(Preliminary design))			
(Final design)				
(Other)				
	06/03/2019 BASIS FOI (No design comple (Preliminary design)	06/03/2019 REVISED: BASIS FOR ESTIMATE (No design completed-Master Plan) (Preliminary design) (Final design)		

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

	DESCRIPTION	QUA	QUANTITY		COST		
ITEM		NUMBER OF UNITS	UNIT MEASURE	PER UNIT		TOTAL COST	
1031000	Mobilization	1	LS		\$	1,200.00	
1032010	Bonds and Insurance	1	LS		\$	500.00	
1071000	Traffic Control	1	LS		\$	5,000.00	
1090200	As-Built Construction Plans	1	LS		\$	5,000.00	
2015000	Clearing and Grubbing within Right-of-Way	0.1	AC	\$	5,000.00 \$	276.06	
2023000	Removal & Disposal of Existing Pavement	32	SY	\$	7.00 \$	225.56	
2028500	Removal of Existing Culvert 1' x 12"	59	LF	\$	20.00 \$	1,180.00	
3050112	Graded Aggregate Base Course (8 " Uniform)	32	SY	\$	15.00 \$	483.33	
4030319	Hot Mix Asphalt Surface Course Type B	5	TON	\$	100.00 \$	453.13	
7141114	24" RC pipe (Class III)	59	LF	\$	85.00 \$	5,015.00	
8041020	Rip-Rap Class B	6	TON	\$	75.00 \$	450.00	
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	14	SY	\$	6.00 \$	84.00	
8100101	Sodding	0.27	MSY	\$ 10	0,000.00 \$	2,672.22	
8153000	Silt Fence	205	LF	\$	3.00 \$	615.00	
8153090	Replace/Repair Silt Fence	100	LF	\$	3.50 \$	350.00	
8154050	Removal of Silt Retained by Silt Fence	205	LF	\$	2.50 \$	512.50	
8990153	Utility Work Within Project Area	1	LS		\$	5,000.00	
-	Misc. Erosion Control/Water Management	1	EA	\$	5,000.00 \$	5,000.00	
					UBTOTAL \$	34,016.79	
	Survey, Engineering, Bidding, & Construction Services	15		•	5,102.52 \$	5,102.52	
	Contingency	40	%	\$ 10	3,606.72 \$	13,606.72	
						4-2-2-2	
	GRAND TOTAL OPINION OF CONSTRUCTION COST					\$52,800	

- 1. Utility relocation fees are estimated.
- 2. No mitigation (wetland) fees included.
- 3. No property costs (drainage easement, temporary const. easements, right-of way, etc.) are included.

PROJECT: #4 - Isle of Palms - Sparrow Drive, Forest Trail, Cross Lane, & 32nd Ave Drainage Imp

LOCATION: Isle of Palms, SC

ESTIMATOR: HEA

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST				
DATE PREPARED: 06/03/2019 REVISED:				
	BASIS FC	OR ESTIMATE		
X	(No design compl	eted-Master Plan)		
	(Preliminary design	n)		
	(Final design)			
	(Other)			

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

		QUA	NTITY	COST		
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT		TOTAL COST
1031000	Mobilization	1	LS		\$	2,500.00
1032010	Bonds and Insurance	1	LS		\$	1,000.00
1071000	Traffic Control	1	LS		\$	5,000.00
1090200	As-Built Construction Plans	1	LS		\$	5,000.00
2015000	Clearing and Grubbing within Right-of-Way	0.04	AC	\$ 5,000.00	\$	193.99
2023000	Removal & Disposal of Existing Pavement	37	SY	\$ 7.00	\$	256.67
2028501	Removal of Existing Culvert 1' x 15"	243	LF	\$	\$	4,860.00
2021000	Removal of Existing Structure	2	EA	\$ 500.00	\$	1,000.00
3050112	Graded Aggregate Base Course (8 " Uniform)	37	SY	\$ 15.00	\$	550.00
4030319	Hot Mix Asphalt Surface Course Type B	5	TON	\$ 100.00	\$	515.63
7141114	24" RC pipe (Class III)	243	LF	\$	\$	20,655.00
7192030	Grate Inlet (36" x 36")	2	EA	\$ 2,500.00	\$	5,000.00
8041020	Rip-Rap Class B	5	TON	\$ 75.00	\$	375.00
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	9	SY	\$ 6.00	\$	54.00
8100101	Sodding	0.19	MSY	\$ 10,000.00	\$	1,877.78
8153000	Silt Fence	525	LF	\$ 	\$	1,575.00
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$	700.00
8154050	Removal of Silt Retained by Silt Fence	525	LF	\$ 2.50	\$	1,312.50
8990153	Utility Work Within Project Area	1	LS		\$	5,000.00
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$	5,000.00
				 SUBTOTAL		62,425.55
	Survey, Engineering, Bidding, & Construction Services	15		\$ 9,363.83		9,363.83
	Contingency	40	%	\$ 24,970.22	\$	24,970.22
	CRAND TOTAL ORINION OF CONSTRUCTION COST					607.000
	GRAND TOTAL OPINION OF CONSTRUCTION COST					\$96,800

- 1. Utility relocation fees are estimated.
- No mitigation (wetland) fees included.
- 3. No property costs (drainage easement, temporary const. easements, right-of way, etc.) are included.

PROJECT: #5 - Isle of Palms - 41st Avenue Driveway Pipe Drainage Improvements

LOCATION: Isle of Palms, SC

ESTIMATOR: HEA

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST						
DATE PREPARED: 06/03/2019 REVISED:						
BASIS FOR ESTIMATE						
X (No design completed-Master Plan) (Preliminary design) (Final design) (Other)						

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

		QUA	NTITY	COST		
ITEM	DESCRIPTION		UNIT MEASURE	PER UNIT	TOTAL COST	
1031000	Mobilization	1	LS		\$ 4,200.00	
1032010	Bonds and Insurance	1	LS		\$ 1,700.00	
1071000	Traffic Control	1	LS		\$ 5,000.00	
1090200	As-Built Construction Plans	1	LS		\$ 5,000.00	
0015000	Classic and Could be a like Bight of Way	0.1	4.0	¢ 5,000,00	f 500.01	
2015000	Clearing and Grubbing within Right-of-Way	0.1	AC	\$ 5,000.00	\$ 528.01	
2023000	Removal & Disposal of Existing Pavement	135	SY	\$ 7.00	\$ 945.00	
2028502	Removal of Existing Culvert 1' x 18"	151	LF	\$ 20.00	\$ 3,020.00	
3050112	Graded Aggregate Base Course (8 " Uniform)	135	SY	\$ 20.00	\$ 2,700.00	
4030319	Hot Mix Asphalt Surface Course Type B	19	TON	\$ 100.00	\$ 1,898.44	
7141119	54" RC Pipe (Class III)	151	LF	\$ 150.00	\$ 22,650.00	
8041020	Rip-Rap Class B	152	TON	\$ 75.00	\$ 11,390.63	
8048205	Geotextile for Erosion Control Under Rip-Rap (Class 2) Type B	208	SY	\$ 6.00	\$ 1,245.00	
8100101	Sodding	0.51	MSY	\$ 10,000.00	\$ 5,111.11	
8153000	Silt Fence	450	LF	\$ 3.00	\$ 1,350.00	
8153090	Replace/Repair Silt Fence	200	LF	\$ 3.50	\$ 700.00	
8154050	Removal of Silt Retained by Silt Fence	450	LF	\$ 2.50	\$ 1,125.00	
8990153	Utility Work Within Project Area	1	LS		\$ 25,000.00	
-	Misc. Erosion Control/Water Management	1	EA	\$ 5,000.00	\$ 5,000.00	
				SUBTOTAL	. \$ 98,563.18	
	Survey, Engineering, Bidding, & Construction Services	15	%	\$ 14,784.48		
	Contingency	40	%	\$ 39,425.27	\$ 39,425.27	
	GRAND TOTAL OPINION OF CONSTRUCTION COST				\$152,800	

- Utility relocation fees are estimated.
- 2. No mitigation (wetland) fees included.
- 3. No property costs (drainage easement, temporary const. easements, right-of way, etc.) are included.

682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522 MT. PLEASANT, SC 29464 | 843.849.0200 WWW.THOMASANDHUTTON.COM

August 16, 2019

Mr. Douglas Kerr City of Isle of Palms P.O. Drawer 508 Isle of Palms, SC 29451

Re: Phase 3 Internal Drainage Improvements

Design and Permitting

City of Isle of Palms, South Carolina

T&H J-27670.0002

Scope of Services and Fee Proposal

Dear Mr. Kerr:

Thank you for requesting our engineering services for the design and permitting of the Phase 3 Internal Drainage Improvements Project. The following scope was not included in our original Phase 3 Drainage Outfall Design and Permitting Contract.

The additional services to be provided will be based on the recommendations from the study portion of the Phase 3 Internal Drainage Improvements project. The study consisted of the identification, prioritization, and recommendation of drainage improvements to address existing flooding problems and inadequate drainage internal to the three Phase 3 basins. Five (5) projects were identified and recommended for improvements are as follows:

- 1. Sparrow Drive Drainage Improvement
- 2. Forest Trail Drainage Improvement
- 3. Cross Lane Drainage Improvement
- 4. 32nd Avenue Drainage Improvement
- 5. 41st Avenue Driveway Pipe Drainage Improvements

The total construction cost of the recommended improvements will amount to roughly the \$500,000 the City has budgeted for these projects. The Scope of Services includes:

- 1. Survey Phase
- 2. Design Phase
- 3. Permitting Phase

See the attached Scope of Services for details of the services to be provided. Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

Mr. Douglas Kerr City of Isle of Palms Scope of Services and Fee Proposal August 16, 2019 Page 2

Phase	Fee Structure	Fee or Time & Expense Budget		
General Consulting Phase	Lump Sum	\$ 2,070.	00	
Survey Phase	Lump Sum	\$ 30,165.		
Design Phase	Lump Sum	\$ 15,010.		
Permitting Phase	Time & Expense	\$ 15,155.		
Reimbursable Expenses	Time & Expense – Budget	\$ 200.		
TOTAL		\$ 62,600.0	0	

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

We anticipate commencement of our work within 7 calendar days from receipt of your authorization to proceed with completion within 30 calendar days from commencement.

This proposal between the City of Isle of Palms (Owner), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, Engineering Services Rate Sheet, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

If the arrangements set forth in these documents are acceptable to you, please sign and initial the enclosed documents in the spaces provided below and return to us. This proposal will be open for acceptance until August 1, 2019, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

Mr. Douglas Kerr City of Isle of Palms Scope of Services and Fee Proposal August 16, 2019 Page 3

By Richard P. Karkowski PE, PH, CPSWQ, D.WRE Water Resources Department Manager

RPK/ala

Enclosures: Scope of Services

General Provisions

Consulting Services Rate Sheet

CITY OF ISLE OF PALMS

ACCEPTED:		 , 2019
Ву		
	TITLE	

SCOPE OF SERVICES

Our proposed Scope of Services includes the following phases and tasks:

1.0 Survey

T&H will conduct a survey of the five project areas. The survey shall include information necessary for final design including topography, trees and vegetation, roads (edge of pavement, centerline, curb and sidewalk), house footprints, other above-ground features (power poles, hydrants, mailboxes, fences, etc.), pipes (inverts, size, and type), and underground utilities (SUE Quality Level B).

In addition, a delineation of all wetlands and critical areas within the project area will be completed. This task will include the identification, field demarcation, and coordination with survey crews to complete a field survey of the delineated wetland and critical areas.

2.0 Design Phase

T&H will design the improvements and develop the necessary plans. The drawings will contain information for the construction of the improvements but will not be full "Contract Documents". It is assumed that the City will build the proposed improvements utilizing its own forces or work closely with a pre-qualified, on-call Contractor for the construction of the improvements. A final set of plans and cost estimate will be submitted to the City.

3.0 Permitting Phase

T&H will assist the City in obtaining neccesary permits, certifications, and approvals. Permit packages will be prepared and submitted to the required agenices for review and issuance of permits. It is anticiapted that the following permits will be required: SCDHEC, SCDOT, and USACE/OCRM Wetland/Critical Area Impact Permit. It is assumed that we will be getting a Nationwide Permit for these projects and Individual permitting will not be required. T&H will coordinate with these agencies for the reivew and approval of the proposed drainage improvements.

EXCLUSIONS

Items not included in the Scope of Services are as follows:

- Archaeological survey and report.
- Phase one or phase two environmental assessments.
- Endangered species survey and report.
- Individual Wetland Permitting.
- Off-site work, unless specifically covered in the Scope of Services.
- Act as an expert witness for legal activities.
- Project Specifications.
- Bidding and Contracting Services.
- Construction Services.

Ţ	These iter	ns can	be coo	rdinated	or pro	vided i	if requ	ested	by the	City in	writing.
	Ov	vner's In	itials								

Consultant's	Initials

PAYMENT FOR SERVICES

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

OWNER'S RESPONSIBILITIES

A. Access

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. OWNER's Representative

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the *product*, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

BETTERMENT

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANTs services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages,

including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed \$10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

It is our understanding the OWNER has elected to exclude Construction Observation and Monitoring from this contract. Based on this understanding, the OWNER assumes all responsibility for interpretation of the documents and for construction observation and supervision activities and waives any claims against the CONSULTANT that may in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim, or cost including reasonable attorneys' fees resulting from the performance of such services by other persons or entities and all claims arising from clarifications, interpretations, or changes made to the contract documents or work specified therein to reflect field or other changes made except for sole negligence or willful misconduct of the CONSULTANT. Any requests for specific construction observation services and agreed to by the CONSULTANT will be paid as Additional Services by the OWNER.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of

professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also garees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

HAZARDOUS MATERIAL

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

AMENDMENT

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.



Consulting Services on a Time and Expense Basis

January 1, 2019 - Rev. January 30, 2019

Thomas & Hutton provides services on a time and expense basis as follows:

- 1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
- 2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2019 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 240.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 220.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 200.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3–Men)	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 185.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 170.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 160.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 145.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2–Men)	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
\$ 135.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 125.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 115.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 105.00	Designer I Engineering Technician I	Survey Party (1–Man) Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 95.00	CADD Technician III	Survey Technician III Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

- 3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
- 4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.55 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
- 5. All rates and charges are effective through January 1, 2020, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.