

Real Property Committee
9:00 a.m., Wednesday, January 9, 2019
Conference Room
1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **Call to Order** and acknowledgement 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**
Regular Meeting of November 7, 2018
3. **Citizens' Comments**
4. **Comments from Marina Tenants**
5. **Old Business**
 - A. Update regarding 1100 Palm and right-of-way on Pavilion Drive
 - B. Discussion of alternatives available to optimize the municipal parking lot on Pavilion Drive
 - C. Status of marina restaurant assessment and lease RFP
 - D. Update on removal and replacement of the underground storage tanks at the IOP Marina
 - E. Update on marina docks rehabilitation project
6. **New Business**
 - A. Results of design/build RFP for remediation of the Public Safety Building
 - B. Consideration of proposals for consulting services (assessment, development of scope of work, bidding and construction oversight) for the marina bulkhead coating/repainting project
 - C. Discussion of procuring real estate services for the restaurant lease RFP process
 - D. Discussion of FY20 operating budget and Capital Plan
 - E. Consideration of revenue generating opportunities
 - F. Discussion of lot coverage and setback requirements
 - G. Consideration of a City arborist
7. **Miscellaneous Business**
Tenant Rents Report

Next Meeting Date: 9:00 a.m., Wednesday, February 6, 2019 in the Conference Room
8. **Executive Session – if necessary**
Upon returning to open session, the Committee may take action on matters discussed in Executive Session.
9. **Adjournment**

REAL PROPERTY COMMITTEE
9:00 a.m., Wednesday, November 7, 2018

The regular meeting of the Real Property Committee was held at 9:00 a.m., Thursday, November 7, 2018 in the City Hall Conference, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Ferencz and Ward, Chair Bell, Interim Administrator Fragoso, Attorney Copeland and Clerk Copeland; a quorum was present to conduct business.

1. Chair Bell 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: Councilmember Ferencz moved to approve the minutes of the regular meeting of October 3, 2018 as submitted; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments - None**

4. **Comments from Marina Tenants**

Ginger Campbell stated that she was present representing Tidal Wave Watersports and told the Committee that Tidal Wave has been told by DHEC that its operations manual was out-of-date; she was asking for the Committee's permission to use the as-built drawings ATM generated for the City in its work for the marina revitalization.

Interim Administrator Fragoso stated that Michael Fiem had contacted her on this issue, and she told him that the City had no objections to Tidal Wave's request.

5. **Old Business**

A. Update on 1100 Palm and right-of-way on Pavilion Drive

Director Kerr reported that John Wade was approved at the last Council meeting to do the survey of the building's footprint including the overhang and outdoor staircase; Mr. Wade stated that Mr. Summey, the property owner, had not hired him to do the work, but he was clear on when he was to do.

He also recalled that the question of hiring an appraiser was left unanswered; when the Director contacted the appraiser the City used in the past, John Hartnett, the Director was told that Mr. Hartnett was running for elective office.

The Director stated that Mr. Summey was working on obtaining a deed to produce for the bank.

The Director anticipates presenting to Council the survey, appraisal and deed in the near future.

B. Discussion of alternatives available to optimize the municipal parking lot on Pavilion Drive

Chair Bell recalled that this discussion originated with Councilmember Kinghorn relative to a large tract of land that sits idle for four (4) months of the year; Councilmember Ward recalled some

type of deed restrictions on this property and recommended that staff read the deed before appending a lot on time on this issue.

The Interim Administrator stated that staff had researched the deed issued in 1987 and found that it restricts the use of the land, the large municipal parking lot, to outdoor recreational purposes only. If the City was inclined to change the use, the change would have to be approved by the South Carolina Department of Parks and Tourism, and it must be in accordance with Parks and Tourism's Comprehensive Plan. The City would be required to provide an alternate property to meet what the existing property does.

Chair Bell interpreted today's use of the property as a parking lot as existing for passengers to go to recreate; he then pondered over having the same level of parking on ground floor with commercial activity above, of whatever kind, whether it would still meet the purpose and legal definition or would Council have to do something different. He recommended sending this issue back to administrator with Council further investigating what it could do since no sense of urgency is attached to it.

C. Update on Marina tenant operations and financial review by McCay Kiddy and Associates

The Interim Administrator reported that, as of yesterday, McCay Kiddy had met with the marina tenants, except Tidal Wave Watersports; the Fiems are back in town now and can coordinate their meeting. She expects to have the Engagement Letter for approval at the November Council meeting.

D. Discussion of unregulated portion of public right-of-way on 41st Avenue outside of the leased marina property

2

Chair Bell reported that, when Council approved the signage for 41st Avenue, he understood Council's intention to be for all of the spaces under the City's control on 41st be "resident only" parking, but the sign plan as approved does not reflect this completely. On the marina side, from about Dewees Inlet to the end, no signage was included in the plan. Pursuant to discussions with the Interim City Administrator and the Marina Manager Brian Berrigan, taking that property from the Marina would not be the best idea since it would produce additional public safety risks. He stated that Mr. Berrigan has some ideas he wanted to discuss with the Interim Administrator, and, since there was no sense of urgency related to this subject, he did not plan to put it before Council for discussion on November 27th.

Interim Administrator Fragoso stated that the area being discussed was the marina side at the end of 41st Avenue. According to the sign plan this area is unregulated, but the ordinance includes all of the area between Waterway and the terminus of 41st Avenue in the residential parking district.

When Councilmember Ferencz asked how many parking spaces were involved, Mr. Berrigan responded that the number for him was four (4) cars parked parallel. In discussing this issue with the Chair, Mr. Berrigan stated that the area just inside the fence was critical to the operation of his business; the space is used for large trailers to pull straight in and eliminate having to back out onto 41st Avenue.

Mr. Berrigan proposed that the City take all of 41st to the end and that he would maintain the area

and it would become part of the Marina Joint Ventures lease. If this was to happen, he would have the opportunity to reorganize the entire parking lot and to have a reception area at the access to the marina; to have the reception area would provide for better management of the site. He would mark every parking space thus giving the marina a finite number of spaces and, when they were filled, the marina was full.

Chair Bell stated that his concerns over a reception area were that residential access should not be limited or limited golf cart access to the marina. He stated that he was not ready to put this before full Council at this time; he opined that more discussion was needed between the marina manager and the Interim Administrator.

C. Update on marina docks rehabilitation project

MOTION: Chair Bell moved to suspend the rules to invite Kirby Marshall to the table for the discussion of the marina docks rehabilitation; Councilmember Bell seconded and the motion PASSED UNANIMOUSLY.

Mr. Marshall was attending the meeting to review the designs ATM has for the rehabilitation of the marina docks, and he noted that they were tasked with replacing the docks in-kind as much as possible and to make them ADA compliant. From the conditions assessment done several years ago by ATM, they know that all of the Morgan Creek docks have met or extended their useful life and are in bad shape. Based on the RFP from several months ago, they have prioritized the project, and put the fuel dock replacement as Number One. He stated that the Intracoastal docks were about fifteen (15) years ago and were in reasonable condition, but they have a poor configuration; the finger piers are short, the slips are wide and the piles are difficult to use. He also noted that the Intracoastal docks have not been maintained well and the utilities are in poor condition. In addition, the watersports dock is older and something of a conglomeration of pieces, but it appears to be serving its purpose.

3

The Concept I design phases the project and includes the cost of each phase in the memorandum.

The Phase I is the fuel dock and the Morgan Creek docks; the slips behind the store were designed to hold two (2) boats and have a finger on each side of the slip giving each boat access to one (1). He informed the Committee that by replacing these docks in kind will make the regulatory process will make the regulatory process simpler; after discussions with OCRM and the Corps of Engineers, he believes that the piers could extend farther into Morgan Creek.

Responding to Councilmember Bell, Mr. Marshall confirmed that, if the permit is granted, the Dewees dock will extend farther into Morgan Creek.

Mr. Marshall reported that the finger piers on the Morgan Creek docks were very narrow and twisted, making it a difficult task to maintain them; the new finger piers would be wider. The area around the boat ramp on the side leading out to the transient docks was quite congested, but the layout of Concept 1 does reduce the congestion to a degree. He pointed out an ADA ramp behind the marina store providing access to those docks and another ADA access leading to the transient docks, but away from access to Morgan Creek Grill. For the Intracoastal docks, the finger piers would be removed as well as the pilings, and the docks would be moved a few extra feet into the Intracoastal Waterway with an eighty-foot (80 ft.) ADA gangway would be added and the utilities redone. The watersports dock would remain in the same configuration with the addition of an ADA access. He noted that Concept I stays within the footprint of the existing docks and, for

ATM, it most closely resembles what is at the marina now with the addition of ADA compliance and more up-to-date use of current design standards.

Chair Bell stated that these concepts represent obligations the City has over time for the maintenance and safety of the users; he noted that the design was laid out in phases to look at as the City has the funds to address them.

Councilmember Ferencz commented to the highly congested area on the Intracoastal side of the boat launch which segued into the discussion of Concept 2. Mr. Marshall noted that the concepts were basically the same with the exception of the area of the transient docks; the outside dock in this design would be moved about thirty (30) feet into Morgan Creek and the congested area at the end of the boat ramp would be closed off for safety reasons. With this plan, boaters would only have access to the docks from the Intracoastal Waterway.

The cost for Phase I, Area A – the fuel dock – including design, permitting, etc. are estimated to be seven hundred thirty-five thousand dollars (\$735,000) which does not take into account any outside funding; Area B costs are estimated at five hundred thirty thousand dollars (\$530,000). Using the estimates, to rehabilitate all of Phase I would cost one million two hundred sixty-five thousand dollars (\$1,265,000).

Councilmember Ferencz asked if the closing off of the congested area at the boat ramp seen in Concept 2 could be added to Concept 1 for the safety reasons referred to earlier, and Mr.; Marshall said that could be done. He then stated that moving the transient dock further into Morgan Creek was not necessary, and the addition of the small dock at the end of the dock closer to Morgan Creek Grill was only for conversation.

Mr. Marshall responded to Councilmember Ward that he has not reviewed these concepts with tenants at the marina. The Councilmember indicated that he was interested with what they have to say.

Councilmember Ferencz noted that the installation of the underground storage tanks was scheduled to begin after the first of the year; she asked if there was a way to also begin work on Area A, the fuel docks, at the same time.

Chair Bell stated that whether the work could proceed was a budgetary matter.

Interim Administrator Fragoso reminded the Committee that the City has entered into a contract with ATM that included preparation of the plans and specifications for the fuel dock area because it has been identified more than once as the dock most in need of attention.

Mr. Marshall commented that, under the terms of the contract, ATM was to apply for permits for all of the marina docks.

According to the Interim Administrator, the next step was for ATM to generate another concept based on the feedback from this meeting and to provide copies of that concept to the marina to the Committee and to the tenants for their review and input.

Chair Bell noted that the marina debt would be retired in February 2019; hopefully, Council could put those funds into a marina fund in the future and also decide how much accommodations funds could be assigned to the marina to address the maintenance concerns.

Interim Administrator Fragoso said that she hoped to have a more detailed discussion about financing this project at the next Ways and Means Committee meeting.

Councilmember Ferencz stated that the City anticipates no increased revenue from it, but that Council was interested in investing this significant sum of money because the marina and the docks belong to the City and they must be properly maintained for the safety of the residents.

6. New Business

A. Status of design/build RFP for remediation of the Public Safety Building

Chief Graham, Director Kerr and the Interim Administrator have continued to work on the RFP in hopes of finalizing it next week to, and then, sharing it with the City Attorney for her to draw up the contract. The City would then pass the RFP along to the two (2) respondents giving them two to three (2 – 3) weeks to submit their proposals in hopes of making a recommendation to Council for the award a contract at the January City Council meeting. The trailer to house the Fire Department's administrative personnel will be delivered tomorrow, and, once connected to power, personnel can move it.

Councilmember Ferencz asked that the Committee be allowed to review the RFP before it was sent to the contractors.

B. Status and intended process for marina restaurant lease RFP

Chair Bell reported that Director Kerr, the Interim Administrator and the Chair met some two (2) weeks ago with Hill Construction and an architect in an attempt to get this process underway as quickly as possible. The Chair asked that the discussion begin with the remediation of the building, some of which have been brought to the Committee's attention like the walk in freezer and infrastructure underneath. He stated that the Committee did not know the condition of the building to the extent that it should, and he did not think the City could go into a long-term agreement with anyone without having a full assessment of the building.

Pursuant of that meeting, Hill Construction has presented a proposal to the Committee to do a comprehensive assessment of the building's condition at a cost of seventeen thousand dollars (\$17,000). Under the current guidelines in the Procurement Code, the City was not required to bid out such work; by avoiding the bidding process, the Committee has likely saved three (3) months toward getting the work done. He indicated that he would like to move this through the next Ways and Means meeting and City Council meeting at the end of the month to keep the process going as expeditiously as possible.

The reason that the City reached out to Hill Construction was that several years ago, through a competitive bid process, Hill Construction was hired by the City to assess all of the City buildings. Part of their work product was to provide a list of repairs/maintenance that needed to be at that time and to establish a schedule for future maintenance on the buildings. Based on the level of satisfaction the City had with that work, it called upon them again for the restaurant evaluation. The proposal details the scope of work they would do from ADA requirements, a life safety assessment, recommendation for repairs, an estimate for parking lot improvements and much more; a copy of the proposal was included in the meeting packets. Based on a quick analysis of the Professional Services line in the marina budget, the Treasurer believes it could absorb the

cost. Assuming a decision can be made quickly, Hill Construction would complete the work by the end of February, which would tie in well with the release of the restaurant RFP.

Councilmember Ferencz was puzzled that the restaurant was not included in the building assessment the City did with Hill originally; Interim Administrator Fragoso hypothesized that it was not included because the tenant was responsible for maintenance. The Interim Administrator stated that the items included in the proposal were what the City believed would be necessary to lease the building.

Chair Bell noted that the current tenant has two (2) years remaining under the current lease that dictates certain maintenance responsibilities, but he noted that the building needed remediation. Questions also came up about the impact of the current lease as it relates to Marina Joint Ventures and the available parking, the required number of parking spaces for restaurants, etc. The broad spectrum of this conditions analysis is to give the City the ability to look at all of the options available in hopes of having a successful bid process.

Chair Ferencz did not like that she and Councilmember Ward were being asked to make a decision on this project having only minutes to study it before the discussion started.

Chair Bell stated that he would not stand for a delay in the process and not moving forward with a quality assessment of the building.

In an effort to have everyone's questions answered, Interim Administrator Fragoso suggested inviting Mr. Crane, with Hill, and the architect to a meeting to respond to questions from the balance of the Committee.

Councilmember Ward stated that he would not be ready to move forward with this until the City receives the Engagement Letter from McCay Kiddy.

C. Update on removal and replacement of the underground storage tanks at the IOP Marina

The Interim Administrator reported that the engineer was working on the spill prevention, control and counter-measures plan required by the EPA to be in place before starting the work; the actual digging was scheduled to begin in mid-January and was expected to be an eight or nine (8 – 9) week process. The City was waiting on the final word from DHEC so the gas could start to flow at the Public Works site. Before the work begins in January, a pre-construction meeting will be held including the Interim Administrator, Director Kerr, Director Pitts, the marina tenants and the contractor to iron out logistical matters.

D. Consideration of increasing the non-resident yearly decal up to an amount not to exceed \$500

Chair Bell reported that the Marina Manager Brian Berrigan asked for support from this Committee and, ultimately, City Council to increase the non-resident annual launch passes from three hundred dollars (\$300) to a maximum of five hundred dollars (\$500).

MOTION: Councilmember Moved to approve the Marina Manager's request to increase non-resident annual passes from \$300 to a maximum of \$500; Chair Bell seconded.

a parking space, but Mr. Berrigan said that the launch pass only meant that the holder would have the ability to launch his boat.

Chair Bell stated that the annual launch pass did not guarantee its holder a parking space; parking was as available.

VOTE: The motion PASSED UNANIMOUSLY.

Councilmember Ward asked how these rates would compare with other marinas in the area, and Mr. Berrigan said that other marinas do not offer annual launch passes.

E. Consideration of Creating a Citizen Advisory Committee to suggest possible Real Property Goals for 2019 Strategic Planning Session in early 2019

As the initiator of the idea, Councilmember Ferencz explained that the Personnel Committee was interested in looking at the City Code and the committees covered there to determine if the City needed different committees or a change of name or a change in scope or new committees. In that also discussion, the City's engaged residents want to be involved, and several applied for positions on boards and commissions that have a finite number of vacancies. The discussion led to the consideration of *ad hoc* committees for every standing committee; the *ad hoc* committee would be residents with experience in the field about which they would be asked to research or investigate or gather information. She looked to her co-committee members and asked if they had an appetite to engage an *ad hoc* committee to assist them with a particular task or project. She noted that *ad hoc* committees would have a specific task and a specific time frame in which to accomplish it, and the By making the *ad hoc* committee answerable to the Committee, the goal was not to take time away from staff. Serving one (1) of these committees would involve an application process, and, as stated earlier, have a background or experience in the field.

Since the *ad hoc* committee would serve at the discretion of the Committee, new ordinances would not be necessary, and, if the Committee did not find the *ad hoc* committee was not serving its purpose, it could be disbanded as quickly as it was formed.

MOTION: Councilmember Ward move to approve the formation of an *ad hoc* committee so support the Real Property Committee; Councilmember Ferencz seconded.

The Interim Administrator stated that she needed to study the City Code to learn if such *ad hoc* committees had to be addressed in the Code.

Since Chair Bell anticipated another Real Property meeting the following week, he suggested to let the Interim Administrator do her research and for the Committee to take action at the next meeting based on her findings.

Councilmembers Ward and Ferencz withdrew the motion and second respectively.

7. Miscellaneous Business – None

Interim Administrator announced that all tenants were current in their rent payments to the City.

Since the next meeting date will be in January 2019, the Committee discussed keeping the same meeting date and time; the members agreed to move the meeting time to 9:00 a.m., but to retain the same day since the marina tenants had commented that they could more easily be available at that time.

Next Meeting Date: 9:00 a.m., Wednesday, January 2, 2019 in the Conference Room

8. **Executive Session – unnecessary**

9. **Adjournment**

MOTION: Chair Bell moved to adjourn the meeting at 10:28 a.m.; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

ORDINANCE 2018-__

AN ORDINANCE TO SELL A PORTION OF CITY-OWNED PROPERTY.

WHEREAS, the City acquired a 0.48 acre, 20,729 square foot Right-of-Way known as Pavilion Road ("Pavilion Road") by Quitclaim Deed executed by South Carolina Department of Transportation on September 28, 2018 and Beach Company dated September 20, 2018, which are attached hereto as Exhibit A;

WHEREAS, a structure located on TMS # 568-11-00-174 encroaches on Pavilion Road as shown on a survey dated October 2, 2018 and attached hereto as Exhibit B;

WHEREAS, owner of said structure desires to purchase the city-owned land upon which the structure sits in order to clear title;

WHEREAS, an appraisal obtained by the property owner sets an appropriate and reasonable value of said portion at \$10,725.00;

WHEREAS, the City deems it appropriate and reasonable to sell said portion for \$10,725.00 in order to assist property owner in his efforts to clear title to TMS #568-11-00-174;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Isle of Palms, in Council assembled, that City of Isle of Palms shall convey 858 (+/-) square feet of Pavilion Road as depicted in Exhibit B for \$10,725.00, effective immediately upon a public hearing and two readings. Council authorizes its Interim Town Administrator to execute any and all documents to satisfy this directive.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2018.

Jimmy Carroll, Mayor

(Seal)

Attest:

Marie B. Copeland, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____

P.O. BOX 20336
CHARLESTON, SC 29413-0336
843.414.1040

To: Ms. Desiree Fragoso
From: Kirby Marshall
CC: ATM File
Date: October 29, 2018
Re: IOP Redevelopment Concepts

Per our discussion on October 8th of this year, please see attached three figures: the existing marina layout and two marina redevelopment concepts. Below is a brief description of each redevelopment concept.

Concept 1

- In this concept we have endeavored to show a marina layout that replaces the existing docks on Morgan Creek in a very similar arrangement and within the existing marina footprint (in like kind).
- We have made a few changes to accommodate ADA-compliant gangways for both dock areas on Morgan Creek and we have widened the finger pier widths on the floating docks behind the marina store to be more stable, sustainable, and safer. These adjustments are per current industry design standards.
- We have also shown the Intracoastal Dock shifted out (waterward) and have depicted this dock with the finger piers removed. ADA-compliant gangway access is also provided.
 - Our previous work on the project has shown that these fingers and dock arrangement are currently very inefficient and difficult to use.
- We show the Watersports Dock in its existing location, but with a new ADA gangway leading down to it.
- Total linear feet of dockage space ~2,371
- Total boat ramp staging space 155'
- Preliminary Order-of-Magnitude costs for this concept are as follows:
 - Phase I – Area A - ~\$735,000
 - Inclusive of soft costs (design, permitting, etc.)
 - Does not include grants (BIG and CVAP [pumpout])
 - Phase I – Area B -- ~\$530,000



- Phase II -- ~\$1.1M
- Phase III -- ~\$275,000
- Phase IV -- ~\$200,000

All estimated costs include separate mobilization fees. Costs may be mitigated if areas/phases are combined into larger projects.

Concept 2

- Similar to Concept 1 except that the northern dock on Morgan Creek is similar to that what we showed on some of the previously developed master plan images.
- This concept is less congested, in our opinion, especially by the boat ramp.
- This concept does, however, extend beyond the footprint of the existing marina facility and may receive more scrutiny from the regulatory agencies/public as a result
- Total linear feet of dockage space in this concept is approximately 2,474.
- Total boat ramp staging space is increased to 185'.
- Preliminary Order-of-Magnitude costs are estimated to be the same for this concept for all phases/areas, save for Phase II. In this concept the estimated cost for Phase II is ~\$1.2M

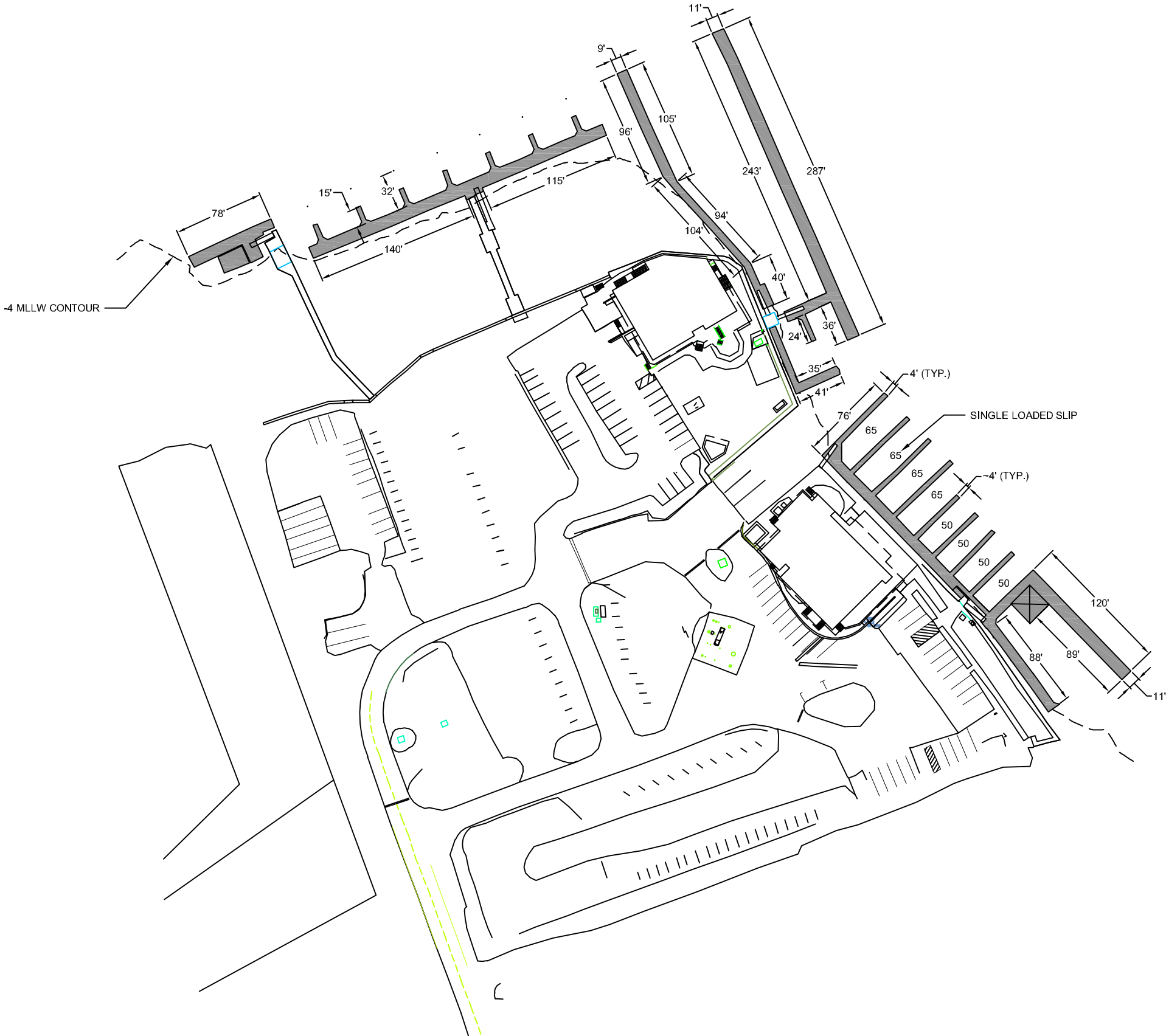
For reference, the existing marina layout provides 2,637 linear feet of dockage space and roughly 162 linear feet of boat ramp staging space. The total dockage space number is likely inflated from what is truly viable due to the nature of the existing slips on the Intracoastal Dock. Also, bringing the facility into ADA compliance and applying current marina design standards (dock widths, finger pier widths, etc.) does cut into some of the overall watersheet on both redevelopment concepts.

Please review and let me know if you have any immediate comments or questions. We look forward to discussing this information further with you and the Real Property Committee on November 7th.

Attachments



EXISTING MARINA LAYOUT



NOTE:
1. UPLAND SURVEY COMPLETED BY GEL
ENGINEERING LLC IN NOVEMBER 2016.

REV. No.	DATE	DRAWN BY	CHKD BY	REMARKS
4				
3				
2				
1				

DESIGNED	DRAWN	CHECKED
	MM	
DATE: 18-October-2018		
JOB NO. 18-3287		
SCALE: 1" = 50'		

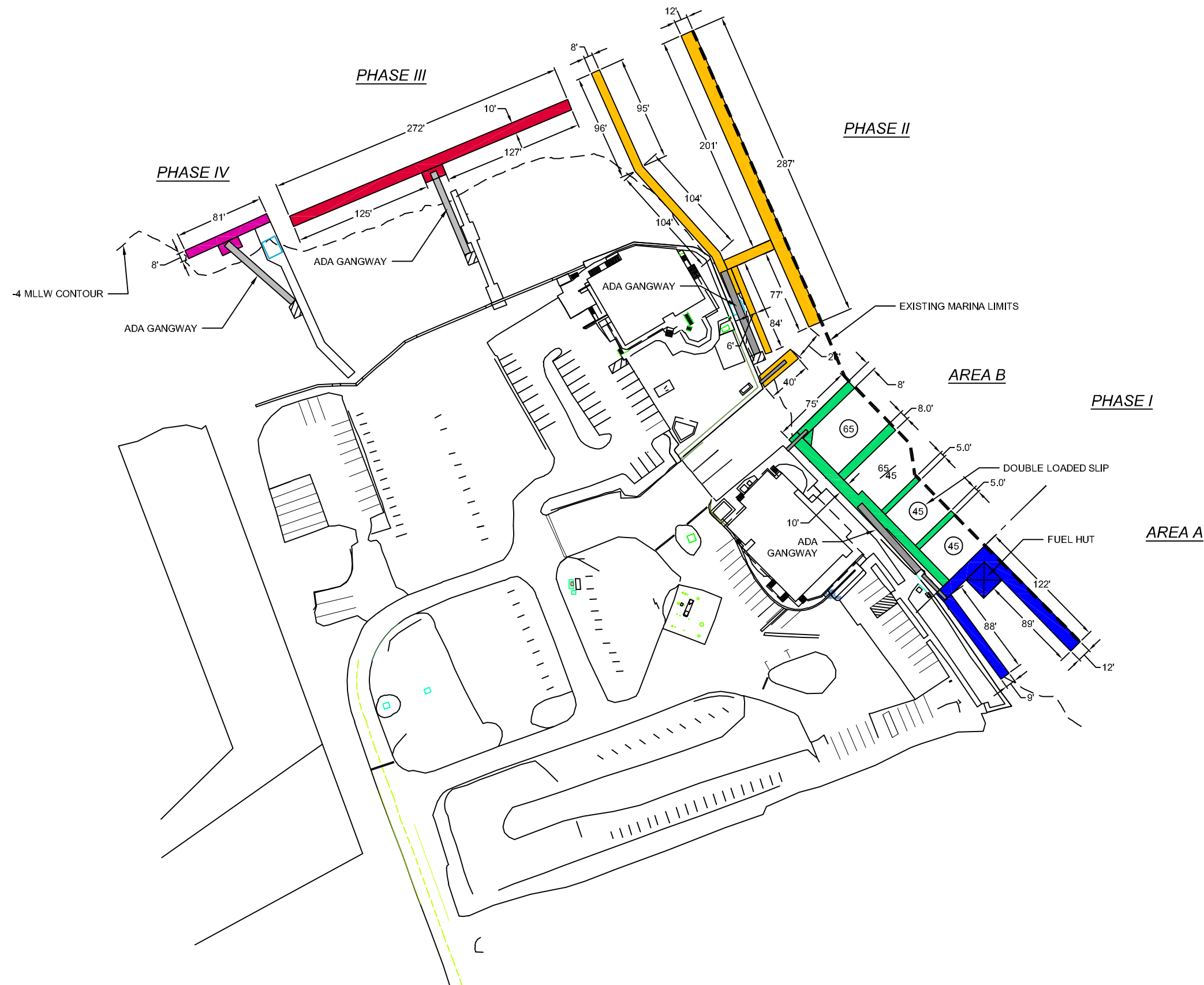
**MARINA REDEVELOPMENT
ISLE OF PALMS MARINA
EXISTING MARINA LAYOUT**

City of Isle of Palms
Isle of Palms, Charleston County, SC

ATM
Applied Technology & Management, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00399

DRAWING NUMBER
SHEET 1
HEET: OF

PROPOSED MARINA LAYOUT - CONCEPT 1



NOTE:
1. UPLAND SURVEY COMPLETED BY GEL
ENGINEERING LLC IN NOVEMBER 2016.

Signature
Date

REMARKS

REV.	DATE	BY	CHKD.
4			
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DESIGNED	DRAWN	CHECKED
KM	MM	MM
DATE: 18-03-2018		
JOB NO. 18-03-287		
SCALE: 1" = 50'		

MARINA REDEVELOPMENT
ISLE OF PALMS MARINA
CONCEPT 1
City of Isle of Palms
Isle of Palms, Charleston County, SC

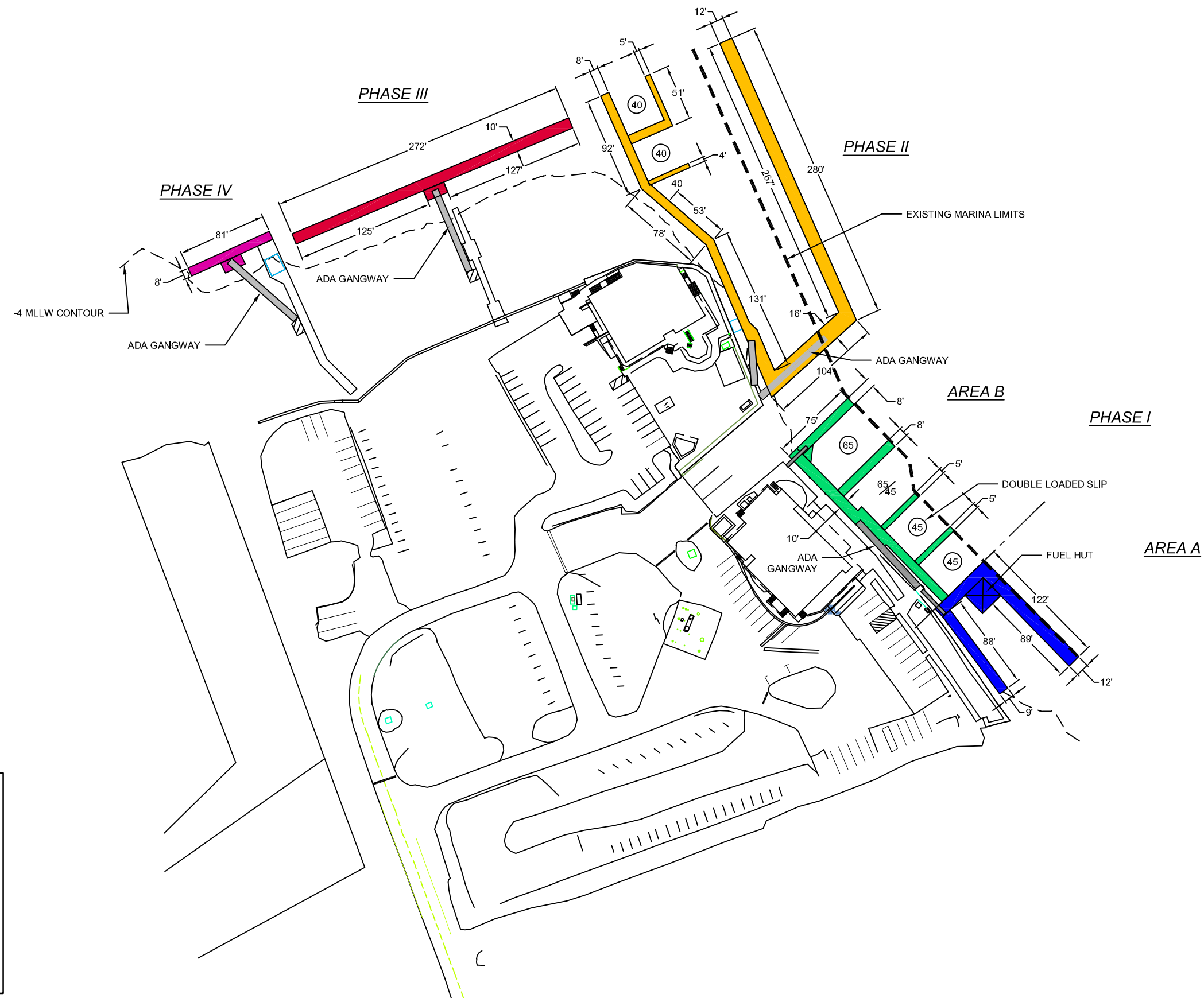
Applied Technology & Management, Inc.

941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00395



DRAWING NUMBER
SHEET 2
SHEET: OF

PROPOSED MARINA LAYOUT - CONCEPT 2



NOTE:
1. UPLAND SURVEY COMPLETED BY GEL
ENGINEERING LLC IN NOVEMBER 2016.

Signature

Date

REV. No.	DATE	BY	DRAWN BY	CHKD BY	REMARKS
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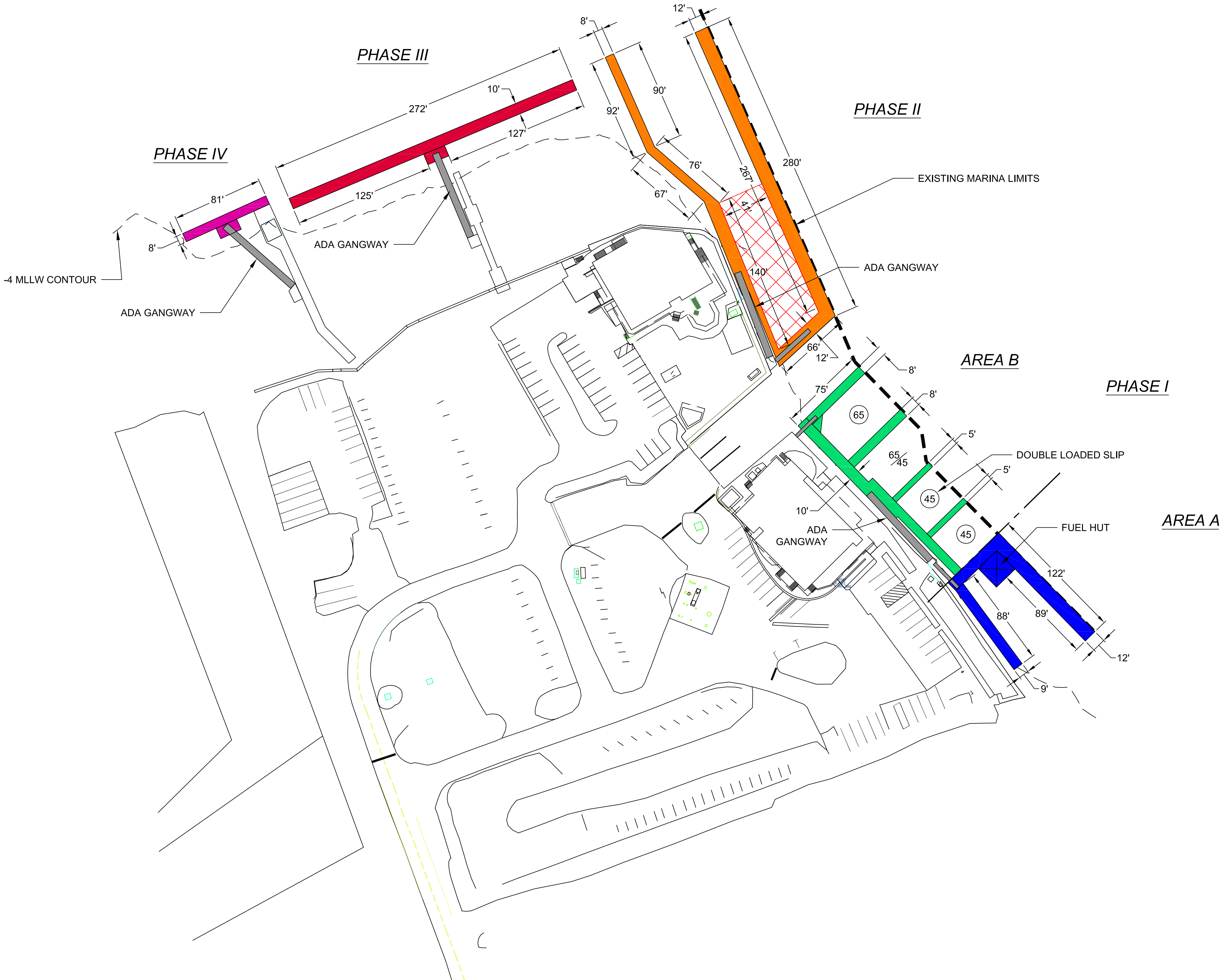
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DATE: 18-October-2018			
JOB NO. 18-3287			
SCALE: 1" = 50'			

**MARINA REDEVELOPMENT
ISLE OF PALMS MARINA
CONCEPT 2**
City of Isle of Palms
Isle of Palms, Charleston County, SC

ATM
Applied Technology & Management, Inc.
941 Houston Northcut Blvd.
Mt Pleasant SC, SC 29464
(843) 414-1040
Certificate of Authorization #00399

DRAWING NUMBER
SHEET 3
HEET: OF

MARINA LAYOUT - CONCEPT 3



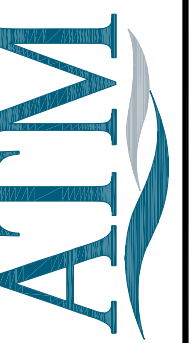
NOTE:
1. UPLAND SURVEY COMPLETED BY GEL ENGINEERING LLC IN NOVEMBER 2016.

REV No.	DATE	DRAWN BY	CHKD BY	REMARKS
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3				
2				
1				

DESIGNED	KM	DRAWN	CHECKED
DATE: 12-November-2018			
JOB NO. 18-3287			
SCALE: 1" = 50'			

ISLE OF PALMS MARINA
MARINA LAYOUT - CONCEPT 3
City of Isle of Palms
Isle of Palms, Charleston County, SC

Applied Technology & Management, Inc.



DRAWING NUMBER

SHEET: OF

**Public Safety Building Repairs
Design Build Teams Proposals**

Phase I	Hill & GBA	Trident & Coastal
Schedule	Phase I completed by February 15, 2018. Cost estimates and scheduling for Phase II by March 8, 2019.	9 weeks. Phase I Presentation to City on April 1st
Lump Sum	\$ 208,612	\$ 95,267
Activities Included:	<ul style="list-style-type: none"> * General - Review of documentation and selective demolition (\$101,512) * Structural Engineering (\$23,900) * Mechanical Engineering (\$53,360) * Electrical Engineering (\$29,840) 	<ul style="list-style-type: none"> * Review of documentation * Selective Demolition and identify areas needing repairs * Architectural, building envelope, plumbing, mechanical and electrical fees
Exclusions from Phase I Costs	<ul style="list-style-type: none"> * Design and Construction under Phase II * Restoring the property to original condition after selective demolitions. To be done as part of scope of Phase II 	<ul style="list-style-type: none"> * Design Fees associated with Civil or Structural Engineering
Monthly General Conditions	\$19,802 - \$21,661 pending final scope determination	\$ 19,235 FT superintendent and PT Project Manager. Includes the cost of truck, fuel, maintenance, mobile phone, data and mobile office.
Contractor's Overhead & Profit	4.85%	12%



October 23, 2018

Desiree Fragoso
Interim Administrator
City of Isle of Palms
1207 Palm Boulevard,
Isle of Palms, South Carolina 29451

RE: Isle of Palms Marina Bulkhead Re-Coating CA
JMT Job No. 16-0833-004

Ms. Fragoso:

Johnson, Mirmiran, and Thompson (JMT) is pleased to submit this cost proposal to perform Construction Administration tasks for the re-coating and repairs to the Isle of Palms marina bulkhead.

Project Understanding

It is JMT's understanding that the City of Isle of Palms (City) would like to engage JMT to perform certain construction administration tasks during the City's proposed recoating to the Isle of Palms marina steel wall bulkhead.

Assumptions

It is understood the City is requesting that JMT provide the documentation and organize the bid package to allow the City to publicly let the repair project. JMT will assist in responding to questions asked during the bid stage and will also assist with the evaluation of the responsive bidders. The City will ultimately determine the selected contractor to perform the work.

Proposed Scope

Following is a summary of scope of services that JMT anticipates performing:

I. CONSTRUCTION SERVICES

1. JMT will attend the following meetings to assist the City.
 - a. JMT will attend a pre-bid meeting on-site if one is required for this project.
 - b. JMT will attend one pre-construction meeting, with the stakeholders, presumably on-site at the marina.
 - c. JMT will attend two committee and/or council meetings as requested by the City.

2. JMT will perform the following tasks for construction administration:

- a. Prepare the bid documents.
- b. Review submittals required by the contract documents.
- c. Review any change order requests submitted by the contractor and make recommendations to the Client.

3. JMT will perform site inspections and monitoring at the following times:

- a. Initial observation of the wall cleaning and periodic verification of surface preparation conforms to the manufacturers recommended installation practices.
- b. Initial and periodic observation and verification of the application of the prime coat and joint sealant.
- c. Periodic observation and verification of application of the topcoat.
- d. Close out inspection of overall site conditions.

II. PROJECT SCHEDULE

JMT will coordinate the work schedule after being issued a Notice to Proceed. The project is expected to begin in the fall of 2018. JMT reserves the right to update this proposal 60 days before the project letting.

III. CLIENT RESPONSIBILITIES

1. Establish the construction schedule.
2. Provide access to the site when necessary.

IV. ADDITIONAL SERVICES

All services not listed under "Services" are considered "Additional Services." The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

1. Engineering services incident to project scope changes beyond JMT's control.
2. Services made necessary by contractor's default or by defects in the work of the contractor.
3. Preparing "As Built" drawings.
4. Providing services in connection with future facilities or structures not to be constructed as part of this project.

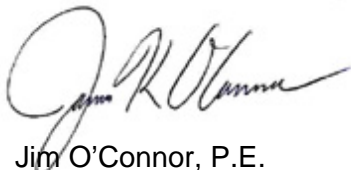
V. COMPENSATION

1. "Services," upon which compensation is based, were determined from email correspondence with City representatives.
2. "Services" will be billed at an hourly rate not to exceed **\$22,500.00** based on our "project understanding" and "assumptions" to be invoiced monthly. The billing rates are shown in the attached standard terms and conditions section "C".
3. "Additional Services" will be provided on an hourly basis with the same table of rates as listed in the standard terms and conditions, unless a separate proposal is requested by the client.

This scope may be amended as needed according to your project requirements and JMT will happily modify any effort or fees at your request to better suit your needs. I thank you for your time and consideration in this matter and again, I look forward to a successful project completion. Should you have any questions regarding these items, please do not hesitate to call me at 843-452-3266.

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in black ink, appearing to read 'Jim O'Connor', is written over a faint, larger version of the same signature.

Jim O'Connor, P.E.
Vice President

JKO/djo

Cc: Chris Reddick, PE

AGREEMENT OF TERMS & CONDITIONS

A. General Provisions

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60-day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the CLIENT is given 30 days' notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the CLIENT or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving the Engineer, JMT, 10-days' notice in writing, as to when the work shall stop. The CLIENT further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If CLIENT fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, CLIENT agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event CLIENT asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of CLIENT non-payment of fees and expenses for services rendered, and if CLIENT fails to prevail in such action, counterclaim, set-off, or defense, CLIENT agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to CLIENT, their agents

or assigns, without incurring any liability for direct and/or consequential damages to CLIENT or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, CLIENT agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the CLIENT or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the CLIENT. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$190.00/hr.
Professional Engineer	\$150.00/hr.
Engineering Associate	\$110.00/hr.
Engineering Designer	\$ 95.00/hr.
CAD Technician	\$ 56.00/hr.
Administrative Asst.	\$ 44.00/hr.

NOTE: Hourly rates good thru 12/31 this year

The following reimbursables will be invoiced monthly:

1. Mileage charged at \$0.545 per mile (all rates are portal to portal).
2. Reproduction charges are \$0.10 per page for up to 11x17 sheets and \$1.50 per page for sheets larger than 11x17.
3. Consultants and outside services billed at cost plus 15%.

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

D. Estimates of Construction Costs

Since the JMT has no control over construction costs or the methods by which construction contractors determine prices, or over market conditions, any opinion of the JMT regarding construction costs are to be made on the basis of his best judgment, but JMT cannot and does not guarantee that actual construction costs will not vary from estimates provided by JMT.

C. Insurance

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish CLIENT certification of insurance.

E. Termination

In the event of termination of this Agreement by CLIENT, CLIENT shall pay JMT for services

(including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

Except as otherwise agreed, JMT shall hold harmless and indemnify the CLIENT against injury, loss or damage arising out of the negligent acts, errors or omissions of JMT. The CLIENT agrees to limit JMT's liability hereunder to CLIENT and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

G. Standard of Care

JMT shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: _____ DATE: _____

BY: _____ TITLE: _____

SIGNATURE: _____

APPLIED TECHNOLOGY AND MANAGEMENT, INC.



PROPOSAL FOR MARINE CONSULTING SERVICES

PREPARED FOR: THE CITY OF ISLE OF PALMS

ATTN.: MS. DESIREE FRAGOSO

ISLE OF PALMS MARINA, SOUTH CAROLINA

December 7, 2018

Notice: The information contained in this proposal is proprietary to Applied Technology & Management, Inc. and is intended solely for the lawful use of the persons/entity named above. It must not be used for any other purpose other than its evaluation and it must not be divulged to any other third party, in whole or in part, without the prior written permission of ATM.

INTRODUCTION

Applied Technology & Management, Inc. (ATM) respectfully submits this proposal to Ms. Desiree Fragoso of the City of Isle of Palms to assist with the development of a bulkhead maintenance scope of work, bidding assistance, and construction phase services. Specifically, ATM understands that a recent inspection of the steel sheet pile bulkhead at the Isle of Palms Marina (by others) indicated that some corrosion of the bulkhead sheets/hardware was observed and that re-coating of these components was prescribed to help extend the useful life of the structure. ATM is familiar with the bulkhead and observed the corrosion indicated during a recent visit to the site (see below photo).



Typical Steel Bulkhead Condition at the Isle of Palms Marina

Specific elements of ATM's approach to this project are outlined below.

TASK 1 – DEVELOPMENT OF BULKHEAD MAINTENANCE PROTOCOL

Under this task ATM will conduct a cursory, visual assessment of the bulkhead at low tide to review current condition of the exposed/outer face of the wall. We will also review any provided information on the bulkhead that is available from the City (e.g. recent inspection report by others, original design information, maintenance records, etc.). Using this information, ATM will develop a bulkhead maintenance plan for re-coating the exterior/exposed side of the bulkhead with a specific focus on the sheets, hardware, and walers.

This maintenance plan will include basic plan view and sections of the proposed maintenance as well as specification of surface preparation and coating treatment. Lastly, ATM will confer with SCDHEC-OCRM and the USACE regarding the proposed maintenance program and the need for any permits or environmental protection measures. While we have assumed no permitting as part of this scope of services

(and do not expect the requirement for such), we will include any environmental protection measures indicated by the agencies in the maintenance program documents.

Deliverable: Basic plan and specification for bulkhead coating maintenance, including any environmental protection measures indicated by the agencies (USACE + OCRM).

TASK 2 – LIMITED PROJECT BIDDING ASSISTANCE

It is our understanding from discussions with Ms. Fragoso that limited support during the project bidding phase is requested. *Should additional support be required beyond what is prescribed below we will be pleased to re-visit this scope and associated fee to provide the City the level of service required during this phase of the project.*

Under this task ATM will compile a bid package for the solicitation of competitive bids from qualified contractors to complete the work. This package will utilize City-provided contract forms and will include:

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Form of Contract
- Plan and specification developed in Task 1

ATM will also coordinate with the City to distribute bid packages, lead a pre-bid meeting at the subject site, and respond to bidder inquiries during the bidding process *(limited to 4 hours of professional time for proposal purposes)*.

Upon receipt of bids ATM will tabulate the bid and review for conformance with the intent of the plans and specifications. ATM will also provide a recommendation for award to the City.

Deliverables: Bid Package (utilizing City-provided information), bid tabulation in Excel, and recommendation for award.

TASK 3 – LIMITED CONSTRUCTION PHASE SERVICES

ATM will provide limited construction phase services for the project, including:

- Coordinate and lead pre-construction meeting on site
- Review contractor submittals (coating materials, etc.)
- Conduct 3 field observations of the work; one early in the process to review contractor approach, the second at substantial completion of the field work, and the last after final completion.
- Review and certify contractor payment applications (assume 2 applications)

Deliverables: Pre-construction meeting agenda and minutes, documentation of field observations (3 memoranda), two certified payment applications.

SUMMARY OF PROFESSIONAL LABOR FEES

Task	Fee
Task 1 – Development of Bulkhead Maintenance Protocol (Plans and Specifications)	\$8,500
Task 2 – Limited Project Bidding Assistance	\$6,000
Task 3 – Limited Construction Phase Services	\$6,500

The above includes professional labor fees and anticipated expenses.

ATM services may be initiated immediately upon the acceptance of this proposal and execution of a professional services agreement (PSA).

	B	C	D	E	F	G	H	I	J	K	L	M
1	City of Isle of Palms 10-Year Capital Plan											
2	Expenditures for assets or special projects > \$5000 **Expenditures less than \$5,000 are included in operating budgets**											
3			Total Needs from All Funds									
4												
5		FY 20										
6		DEPARTMENT										
7		REQUESTS										
8												
230	Front Beach Area, including Public Restrooms, Parking Meters, Parking Lots and Beach Walkovers											
232	Replace 5 Parking Meter Kiosks purchased used in FY18							75,000				
233	Replace 7 Parking Meter Kiosks in Lots purchased in FY16 & FY17						105,000					
234	Repl white fencing (110 LFt at Ocean Villas & 160 LFt across fr WJ)	20,000		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
235	Repl/repair/add dune walkovers (approx 57 accesses)	100,000		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
236	Mobi Mat material to stabilize beach accesses as needed	15,000		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
237	Replace (12) streetlight fixtures			96,000								
238	Replace Front Beach irrigation system & repair associated infrastructure										175,000	
239	Add, replace or rehabilitate public art					10,000		10,000				10,000
240	Facilities maintenance contingency to address items as needed - refine this approach as budget progresses.	25,000		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
241	Subtotal Capital	160,000		271,000	175,000	185,000	175,000	280,000	260,000	175,000	350,000	185,000
243	Special Projects											
244	Resurface City-owned portion of Ocean Blvd											
246	Subtotal Special Projects	-		-	-	-	-	-	-	-	-	-
248	Assign Fund Balance for Future Expenditures											
249	- No provision in FY20-FY29 given cash needs for other projects - need to discuss this approach as budget progresses							-	-	-	-	-
250	Subtotal Assignment of Fund Balance	-		-	-	-	-	-	-	-	-	-
252	Grand Total Front Beach	160,000		271,000	175,000	185,000	175,000	280,000	260,000	175,000	350,000	185,000
253												
254	Breach Inlet Boat Ramp											
256	Rehabilitate concrete ramp (last done in FY00)				-	50,000						
257	Replace boat ramp gate				-	10,000						
258	Subtotal Capital	-		-	-	60,000	-	-	-	-	-	-
260	Grand Total Breach Inlet Boat Ramp	-		-	-	60,000	-	-	-	-	-	-

	B	C	D	E	F	G	H	I	J	K	L	M
1	City of Isle of Palms 10-Year Capital Plan											
2	Expenditures for assets or special projects > \$5000 **Expenditures less than \$5,000 are included in operating budgets**											
3			Total Needs from All Funds									
4												
5		FY 20										
6		DEPARTMENT										
7		REQUESTS										
8												
262	Beach Maintenance and Monitoring											
264	Design & permitting of next large scale off-shore project						700,000					
265	Construction of next large scale off-shore project							20,000,000				
266	Update Beach Management Plan				40,000					40,000		
267	Post storm sand scraping/emergency berm repair (only if needed)	250,000		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
268	Required post project monitoring (years 2-5 per CSE contract)	24,142		39,394	-	15,252						
269	Ongoing monitoring of shoreline	35,000		35,000	35,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
270	Subtotal Special Projects	309,142		324,394	325,000	325,252	1,010,000	20,310,000	310,000	350,000	310,000	310,000
272	Grand Total Beach Restoration and Monitoring	309,142		324,394	325,000	325,252	1,010,000	20,310,000	310,000	350,000	310,000	310,000
273												
274												
275	Isle of Palms Marina											
277	Marina dock improvements per ATM schedule	735,000		530,000	1,100,000	275,000	200,000					
278	Marina maint contingency for common areas not covered by leases	50,000		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
279	Paint Bulkhead	176,000										
280	Trash compactor for all tenants to use			50,000								
281	Replace bulkhead FY30+)											
282	Replace boat ramp (FY30+)											
283	Marina maintenance contingency for common areas not covered by leases - refine this approach as budget progresses	50,000		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
284	Subtotal Capital	961,000		630,000	1,150,000	325,000	250,000	50,000	50,000	50,000	50,000	50,000
286	Special Projects											
288	Dredging	-		700,000								800,000
289	Subtotal Special Projects	-		700,000	-	-	-	-	-	-	-	800,000
291	Assign Fund Balance for Future Expenditures											
292	- No provision in FY20-FY29 given cash needs for other projects - need to discuss this approach as budget progresses											
293	Subtotal Assignment of Fund Balance	-		-	-	-	-	-	-	-	-	-
295	Grand Total Marina	961,000		1,330,000	1,150,000	325,000	250,000	50,000	50,000	50,000	50,000	850,000