



Real Property Committee
1:30 p.m., Tuesday, May 4, 2021
1207 Palm Boulevard, Isle of Palms, SC

Public Comment:

All citizens who wish to speak remotely during the meeting must email their first and last name, address and topic to rhanna@iop.net no later than **3:00 p.m. the day before the meeting**. Citizens may also provide written public comment here:
<https://www.iop.net/public-comment-form>

Agenda

1. **Call to order** and acknowledgment that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of previous meeting's minutes** – April 5, 2021
3. **Citizens' Comments**
4. **Marina Tenants Comments**
Marina Restaurant Update - Jon Bushnell and Dave Lorenz
5. **Old Business**
 - a. Update on marina dock rehabilitation project
 - b. Update on ADA compliant dual purpose beach boardwalk at 42nd Avenue beach access
 - c. Update on proposed public dock and greenspace at the IOP Marina
 - d. Discussion and consideration of noise agreement with Marker116 LLC
6. **New Business**
 - a. Discussion and consideration of proposals for marina parking lot improvements
 - b. Discussion of changes to the zoning ordinance to permanently allow outdoor dining at restaurants
7. **Miscellaneous Business**
Next meeting date: 1:30 p.m., Monday, June 7, 2021
8. **Executive Session** – If needed.
9. **Adjournment**



REAL PROPERTY COMMITTEE
1:30pm, Monday, April 5, 2021
1207 Palm Boulevard, Isle of Palms, SC 29451
and Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Moye, Popson, and Streetman

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Director Kerr

Also Present: Kirby Marshall, ATM

2. Approval of previous meeting's minutes – March 1, 2021

MOTION: Council Member Moye made a motion to approve the minutes of the March 1, 2021 meeting and Council Member Popson seconded the motion. The motion passed unanimously.

3. Citizens' Comments -- none

4. Marina Tenant Comments -- none

5. Old business

A. Update on marina dock rehabilitation project

Kirby Marshall of ATM gave an update on the marina dock rehabilitation project. He reported that the work on the bulkhead is complete and the contractor should be ready to demobilize next week. The staining noted by Council Member Streetman has been cleaned and recoated. He said some rust staining should be expected over time, but it is not deleterious to the bulkhead. He also shared that the thickness of the coating was specified in the bid documents and tested throughout the application process.

Two shipments of the dock have been received and are being assembled in Salmon's yard. He said demolition will begin "out towards the mouth of Morgan Creek by the Intracoastal" and then work back towards the boat ramp. He recently met with Salmon's and the Marina Manager to schedule the closure of those docks prior to demolition so the boats can be relocated.

He received the final submittal package on the dock and pile design at the end of last week. He said the final engineering package for the floating dock and pile system were "scrutinized very carefully to ensure that the final pile design for the floating docks that the dock manufacturer put

forward was suitable for the environmental conditions at this site. And we really looked hard at the outside of the restaurant dock and the face dock out by the waterway where that damage had occurred on the existing docks a year or so ago. We wanted to make sure that those docks were resilient and would be sustainable in that environment, and we feel really good about the submittals that we got back.” He said the pile count remained the same, but the strength of the piles has been increased. He does expect a slight shift of the face and restaurant docks out into Morgan Creek by “a foot or so from where we had designed it just based on how the gangways will have to articulate and tie into the existing bulkhead. Those types of shifts are normal for marine construction. We will document that and submit that to the agencies as part of the built conditions.” He instructed the contractor about not encroaching into the Intracoastal Waterway construction offset.

He also reported that he has asked Salmon’s for a cost to locate and remove the broken piling on the sea floor so it does not disrupt construction efforts. He does not expect it to be an expensive process and also expects that no additional permitting will be required. While there is no updated schedule, they still believe the project will be completed by the July 4th weekend.

At the request of Administrator Fragoso, Mr. Marshall also discussed with Salmon’s some maintenance-type improvements to the T-docks leading to the restaurant. This will include some fender board work, plastic rub rails, and pile guide rollers “to provide a minimal level of maintenance to make the dock adequately serviceable.” Monies for additional dock improvements are slated for FY23.

B. Update on proposed ADA-compliant dual-purpose beach boardwalk at 42nd Avenue

Administrator Fragoso reported that DHEC has signed off on the plan for the beach boardwalk. The path will be longer than originally thought due to some accretion in the area, but there will still be an area of soft sand at the end of the boardwalk ahead of the hard sand. She said staff will be reaching back out to DHEC regarding the movement of the observation area further down the path and closer to the ocean. Additional permitting for that request could complicate things if it is required.

Director Kerr believes that DHEC will likely approve the request. The boardwalk can be constructed as planned, but the observation area could be moved by staff if the request is granted at a later time. Council Member Popson asked if two observation areas could be part of the path. Director Kerr said he would prefer not to order more material than needed in case their request is denied.

The RFP does dictate the slope for the project needs to be 20:1 or flatter to avoid the installation of ramps and handrails.

Administrator Fragoso said she is in conversation with SCDOT about adding additional handicapped parking spaces in the area as well as other areas on the island.

C. Update the proposed public dock and greenspace at the IOP Marina

Administrator Fragoso said not much more work has occurred with regards to this project as the City is still involved in litigation with the holdover tenant. However, she did have a conversation with Council Member Pounds about future fundraising efforts for the public dock and greenspace. She said the draft of FY22 includes a placeholder “for the costs associated with making improvements to the dock and the greenspace.” The preliminary costs suggested by Kelly Messier were in the range of \$150,000, which could be offset by donations from residents, Greenbelt funds, and use of the City’s tree fund.

6. New Business -- none

7. Miscellaneous Business

The next meeting of the Real Property Committee will be held on Monday, April 5, 2021 at 1:30pm.

Administrator Fragoso said the noise agreement between the City and the new restaurant tenants will be on next month’s meeting agenda. She also reported that Asst. Administrator Hanna and Director Kerr have drafted the RFP for improvements needed to the employee lot at the Marina.

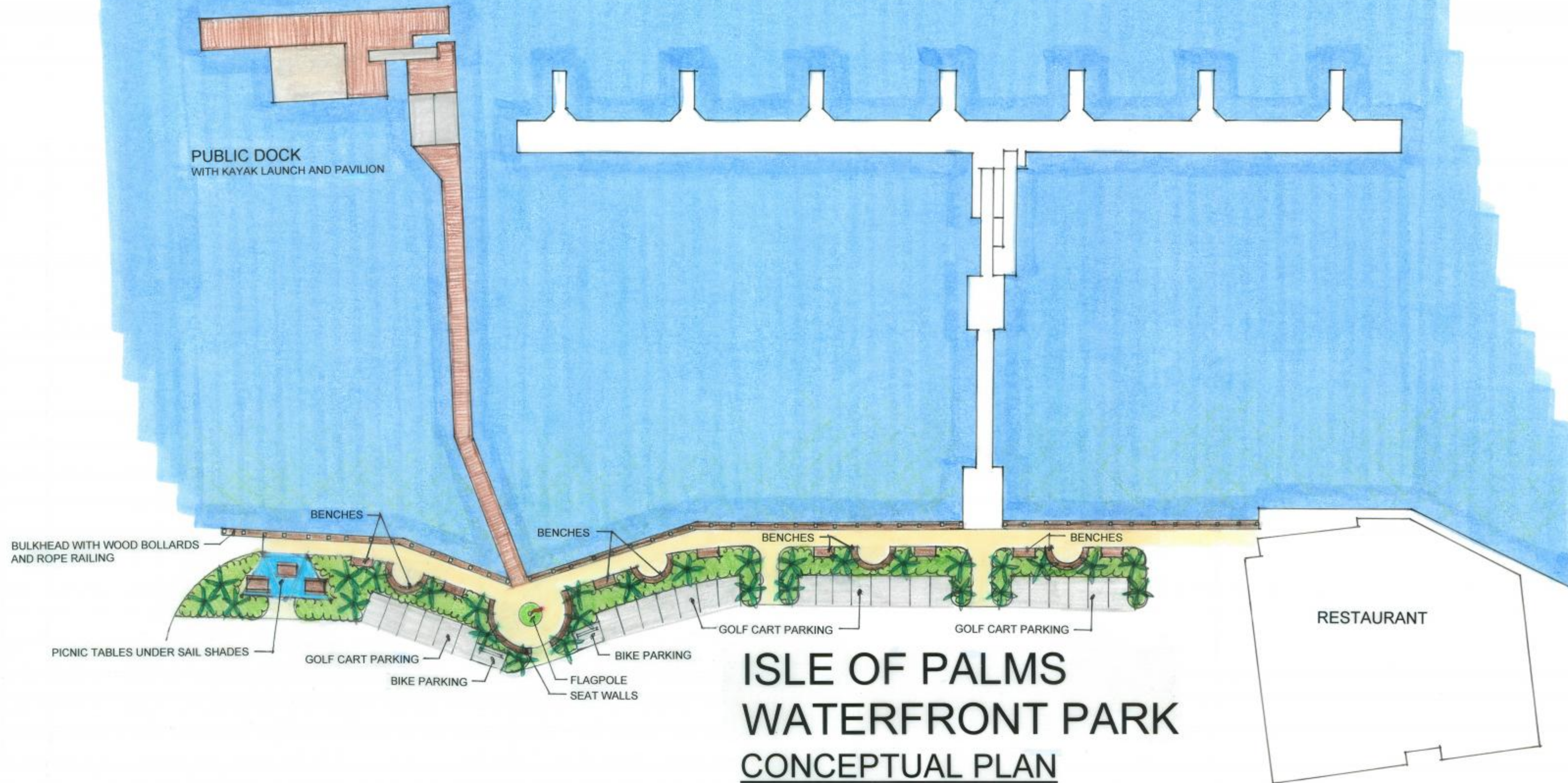
Council Member Streetman requested an update on the restaurant at the May meeting.

8. Adjournment

Council Member Moye made a motion to adjourn and Council Member Popson seconded the motion. The meeting was adjourned at 2:11pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



ISLE OF PALMS WATERFRONT PARK CONCEPTUAL PLAN

SCALE: 1" = 20'

1/25/21

Kelly D. Messier
Landscape Architecture & Planning, LLC

Isle of Palms Waterfront Park

Estimate of Probable Construction Costs based on the Conceptual Plan
March 3, 2021

<u>Item</u>	<u>Cost</u>
Tabby concrete walks, 3000 sf @ \$9/sf	27,000
Concrete seat wall at dock entrance, 40 lf @ \$120/lf	4,800
Wood bollards and rope railing on existing bulkhead 50 bollards, 630 lf of rope	7,090
Benches	51,570
4 half circle ipe Ogden benches @ \$7,075 ea	
2 ipe wood seats on concrete seat wall @ \$7,075 ea	
8 stand along ipe benches, Maglin MLB907-W @ \$1,140 ea	
Bike Racks	
2 Maglin MBR350-s, 6 bike capacity @ \$1,395 ea	2,790
Picnic Tables	
3 Maglin 1050 Series in ipe wood, seats 6, @ \$3,400 ea	10,200
Trash Containers - 4 Lexicon trash @ \$1,315 ea	5,260
Rectangular shade for picnic area, 14' x 25' x 10'	11,000
Flagpole, commercial high wind pole	5,000
Landscaping	14,260
29 Palm trees @ \$350/ea	
90 Sweetgrass, 3 gal. @ \$25/ea	
30 Lantana, 1 gal. @ \$12/ea	
Topsoil and site preparation – allow \$1,500	
Irrigation – allow	5,000
Site lighting – allow	<u>12,000</u>
Lights on bollards, upright palms, upright flagpole	
Total cost of waterfront park (not including the parking areas)	\$155,970

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

NOISE CONTROL AGREEMENT

This Noise Control Agreement ("Agreement") is made and entered into this 7 day of April, 2021, by and between The City of Isle of Palms, S.C., a South Carolina municipal corporation ("City"), and Marker116, LLC, a South Carolina limited liability company ("Tenant").

WHEREAS, on February 23, 2016, the City amended Section 9-2-5(a)(3) of the City's Code of Ordinances to exempt City-owned property subject to a commercial lease and a noise control agreement or permit from the prohibition on amplifiers and loudspeakers being operated at outdoor public places owned or under the control of the City; and

WHEREAS, Tenant is currently operating under a commercial lease with the City dated November 12, 2020; and

WHEREAS, Tenant desires to provide live entertainment to its restaurant patrons on the outdoor public grounds immediately surrounding the Tenant's Restaurant, including musicians who use amplifiers; and

WHEREAS, Tenant will install improvements to the property to significantly reduce the sound emanating from the amplifiers into the adjacent residential neighborhoods; and

WHEREAS, the City wishes to allow the use of amplified music at the Tenant's Restaurant subject to certain conditions which will protect the residents in adjacent neighborhoods from unreasonably loud or disturbing noise.

THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

1. The City hereby agrees and grants permission for Tenant to use, maintain or operate loudspeakers, amplifiers or other mechanical or electrical devices for increasing the volume of sound

upon the outdoor public grounds immediately surrounding the Tenant's restaurant, subject to the following conditions:

A. Tenant agrees to at all times comply with the provisions of the City's noise ordinance, as may be amended from time to time;

B. Tenant agrees to employ sufficient noise abatement measures to ensure that the amplified sound is not in violation of the City's noise ordinance and cannot be heard inside residences in the adjacent neighborhoods;

C. Tenant agrees to promptly lower amplified sound levels when it determines or is informed that sound levels are too high. Tenant will be on notice that sound levels are too high if any of the following situations occur:

i. Amplified music can be heard inside residences in adjacent neighborhoods;

ii. Residents have made complaints to the Tenant or the City Police Department;

iii. City Police Officers have notified Tenant of complaints.

D. Tenant will provide the City with the name and phone number of the manager who is responsible for noise compliance. If residents contact this person, he/she will immediately determine whether sound levels are too high, and if so, promptly lower sound levels as needed to comply with this Agreement and the City's noise ordinance. The Tenant will have twenty-four (24) hours to respond to any noise complaints. The Tenant shall have thirty (30) days to cure sound level problems by establishing lower levels, adding additional sound abating materials, and/or developing policies to ensure ongoing compliance with this Agreement.

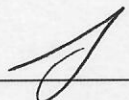
2. In the event that Tenant violates any one of the conditions set forth herein, the City

may immediately terminate this Agreement.

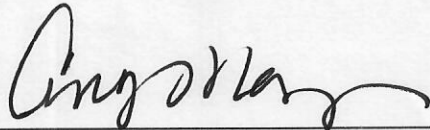
IN WITNESS WHEREOF, the parties hereto, by and through their undersigned agents, have executed this Agreement as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

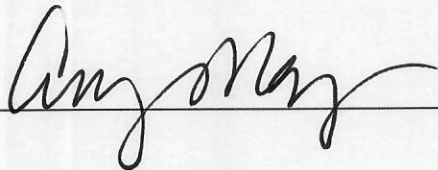
By: 

Title: _____

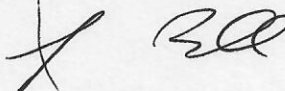


Marker116, LLC

By: 



Title: Parkman


Parkman

**,OFFICIAL SEALED BID OPENING
RFB 2021-03 Marina Parking Lot Project
11:00 a.m., April 23, 2021
Council Chambers in City Hall
1207 Palm Boulevard, Isle of Palms, South Carolina**

Present: Assistant City Administrator Hanna, Building and Planning Director Kerr

Assistant Administrator Hanna announced the sealed bid opening of the RFB 2021-03 Marina Parking lot Project Project. Assistant Administrator Hanna stated the Request for Bids (RFB) was advertised in accordance with the City's Procurement Code.

Bids:

1. Landscape Pavers LLC - \$142,765.00
2. Rakes Building and Maintenance Contractors, LLC DBA Blutide Marine Construction – \$83,692.00
3. Martin and Son Contracting, Inc. – \$169,000.00
4. Palmetto Clearing and Grading LLC - \$125,386.00
5. IPW Construction Group LLC - \$99,106.00
6. Green Wave Contracting Inc. - \$106,325.00
7. Truluck Construction, Inc - \$98,800.00

Assistant Administrator Hanna stated the proposals will be evaluated for accuracy and compliance with the specification as defined in the RFB. Assistant Administrator Hanna stated a contract will be executed in accordance with the instructions included in the RFB.