



Public Works Committee
5:00 p.m., Thursday, February 6, 2020
City Hall Conference Room
1207 Palm Boulevard
Isle of Palms, South Carolina

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** – January 16, 2019
3. **Citizens' Comments** – Comments shall be limited to 3 minutes
4. **Department Reports** – Director Pitts and Assistant Director Asero
Vehicle maintenance, trash collection and building maintenance tracking reports
5. **Old Business**
 - a. Update on Phase III Drainage and small internal projects
 - b. Update on IOP Connector and Palm Boulevard sidewalk extension project
 - c. Update on drainage project on Ocean Boulevard between 1st and 3rd Avenue
 - d. Update on ongoing drainage assessments, improvements and maintenance
 - e. Update on improvements to the multi-use path on Waterway Boulevard
 - f. Consideration of renewing the beach garbage collection contract
 - g. Discussion and review of the Public Works FY21 scheduled capital expenditures
6. **New Business**
Consideration of approval of relocation of city owned drainage easement at 2305 Waterway Boulevard
7. **Miscellaneous Business**
Next meeting date: 8:00 a.m., Thursday, March 5, 2020
8. **Executive Session** – If needed
- 1a. **Adjournment**

PUBLIC WORKS COMMITTEE
8:00am, Thursday, January 16, 2020
City Hall Conference Room
1207 Palm Boulevard, Isle of Palms, SC

MINUTES

1. Call to Order

Present: Council Members Smith, Streetman, and Pounds

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

2. Election of Chair and Vice Chair

Council Member Streetman nominated Council Member Pounds as Chair of the Public Works Committee, and Council Member Smith seconded the motion. A vote was taken with all in favor.

Council Member Smith nominated Council Member Streetman for Vice Chair of the Public Works Committee, and Council Member Pounds seconded the motion. A vote was taken with all in favor.

3. Approval of the previous meetings minutes – November 14, 2019

Council Member Smith noted the spelling Kelly Thorvalson's name needed to be edited in the minutes. Council member Smith made a motion to approve the minutes as amended, and Council Member Pounds seconded the motion. The motion passed unanimously.

4. Citizen's Comments – none

5. Departmental Reports – Director Pitts and Assistant Director Asero

Director Pitts explained the dashboard he presents to the new Committee members and then reviewed its contents. Of interest, Director Pitts pointed out that higher garbage collection numbers correspond to higher ATAX collections. He later added that vehicle maintenance is right on budget for the year. Asst. Director Asero gave a detailed report of the activities of the Public Works Department from November and December 2019. Work centered around drainage and stormwater issues and working with SCDOT was well as normal facilities maintenance, and work at the front beach, in the right of ways, and on the connector.

6. Old Business

A. Update on Phase III Drainage and small internal projects

Administrator Fragoso stated, "As you all know, Council approved the contract to Thomas & Hutton for the design, engineering, and the permitting of the improvement to the 30th, 36th, and 41st Avenue outfalls, and also what we call the small internal projects, which were located more into the basin. They are located at Forest Trail, Crosslane, 41st, 32nd Avenue, and Sparrow.

There are just some areas that they have identified as priorities and they are mostly undersized pipes that need to be improved or changed or increased.”

Director Kerr added, “So Thomas & Hutton is doing the work. They are just about complete with the design, the level of detail that they need to submit for their permits.” He also reported that the amount of mitigation required of the City is less than what OCRM had first predicted. He said permits are still needed for the intercoastal side of Waterway. He reported that the big projects would be about a year’s lead time for permitting, and there is no expectation that the small projects will need permits from OCRM or ACE, but they will need DOT permits as they will occur in the right-of-way. The smaller projects will need to go out to bid and those bids will be brought back to the Committee for consideration. He said that OCRM is expressing some concern with the outfalls at the Wild Dunes golf course. More conversation about that will happen once the design for the project is complete.

B. Update on IOP Connector and Palm Boulevard sidewalk extension project

Administrator Fragoso said the City has received notice of funding for this project and the contract has been awarded. The project is expected to be completed before Spring. She said a landscape plan is being developed for the park to open it up more.

C. Update on drainage project on Ocean Boulevard between 1st and 3rd Avenues

Administrator Fragoso stated this project has been in the works since Hurricane Joaquin (2015). She said the City is expected to pay up to \$25,000 for the project materials and the remainder is paid from County FEMA funds.

D. Update on improvements to the multi-use path on Waterway Boulevard

Administrator Fragoso said this project was submitted to the CTC for funding last year, and the project was not selected for funding. She said there is \$275,000 in the FY21 budget for the project. She added the City can apply to the County for funding consideration again after presenting a prioritized list of projects.

7. New Business

A. Consideration of renewing the beach garbage collection contract

With regards to the current contract for beach garbage collection with JLG Enterprise, Administrator Fragoso shared the trial period was up in December 2019 and the 5-year renewal option needs to be exercised and or noticed by September 2020. Director Pitts shared that last year was the first time in 15 years he had received written positive feedback regarding the trash collection on the beach. He noted there have been no complaints of overflowing trash and said Mr. Garrells is very proactive in his collection efforts. The Committee discussed the movement of trashcans and the tides. Mr. Garrells reported that when King tides are expected he moves the cans closer to the street and then returns them after they recede. He said that if the trashcans are on the street residents will use them for their personal trash or yard debris. Council Member Smith said she would like to have an allocation in any new contract for discussions about improvements. Mr. Garrells said he would like to know the status of his contract sooner rather

than later so that he can purchase better equipment. Administrator Fragoso said she will forward the contract to the Committee members and it would be on February's agenda as an action item. Council Member Smith suggested correct recycling education is needed along with education about the new beach restrictions.

B. Consideration of projects to submit as priorities for funding from the Transportation Sales Tax Program (TST)

Administrator Fragoso referred to the letter provided in the meeting packet that explains the projects that are eligible funding. "They have about \$4 million for resurfacing, \$2 million for local paving, so it is for creating new road, \$2 million for intersection improvements, and \$1 million for pedestrian-bike enhancement projects."

She reported a prioritized list of projects is due by March 1, 2020. Several projects were mentioned. She said two projects for consideration are a sidewalk on Palm Boulevard between Breach Inlet and 12th Avenue and resurfacing a section of road on Ocean Boulevard between 10th and 14th Avenues, the commercial district.

MOTION: Council Member Smith made a motion to recommend the projects noted by Administrator Fragoso and the multi-use path project to the list of projects to be submitted to the TST Program for consideration. Council Member Streetman seconded the motion. The motion passed unanimously.

C. Discussion of solar trash compacting stations

Director Pitts and Asst. Director Asero said they spoke with Superintendent of Environmental Services about their solar trash compacting station. There were many concerns about such a machine on the island including repair time when it breaks down as there is only one company in the state who works on the machines, the effect of salt and sand on the machine, and the need to move it from a bolted location during a storm event. It appears the costs savings would be minimal considering there are only 13 weeks of the year with high trash collection. Director Pitts and Asst. Director Asero said they are researching more attractive trash barrels and other types of receptacle enclosures that would be more aesthetically pleasing.

D. Consideration of approval of a contract to Bohicket Construction, LLC in the amount of \$64,136.00 for a diesel generator and transfer switch for the Public Works workshop [FY20 Budget, Capital Projects, Public Works, Capital Outlay - \$37,500; State ATAX, Public Works, Capital Outlay - \$37,500]

Administrator Fragoso reported four bids were received for this project, and the bid from Bohicket Construction came in under budget. Director Pitts said the project includes the pad on which the generator will sit. He said, "the key to the generator is not so much electricity for the facility as it is electricity for your underground storage tanks and the availability for Police and Fire during a storm to fuel up."

MOTION: Council Member Smith made a motion to recommend the approval of this bid to Bohicket Construction, LLC in the amount of \$64,136.00. Council Member Streetman seconded the motion. The motion passed unanimously.

E. Review of Public Works Department's 10-year Capital Plan and discussion of new initiatives and projects for consideration

Administrator Fragoso distributed the 10-year Capital Plan for the Public Works Department as it appears in the FY20 budget. She asked for input on special projects and new initiatives from the Committee members as she prepares to meet with department heads to begin the FY21 budget process. She reviewed the projects currently listed and noted the numbers for Phase III of the drainage project could be refined moving forward.

8. Miscellaneous Business

The next meeting of the Public Works Committee will be Thursday, February 6, 2020 at 8:00am.

9. Adjournment

Council Member Pounds made a motion to adjourn and Council Member Smith seconded the motion. The meeting was adjourned at 9:52am.

Respectfully submitted,

Nicole DeNeane
City Clerk

General duties

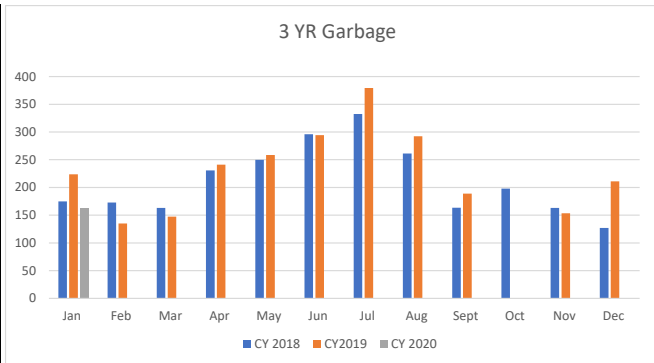
Sanitation:

37.77 tons of misc. debris was transported to Republic on Palmetto Commerce Pkwy. **

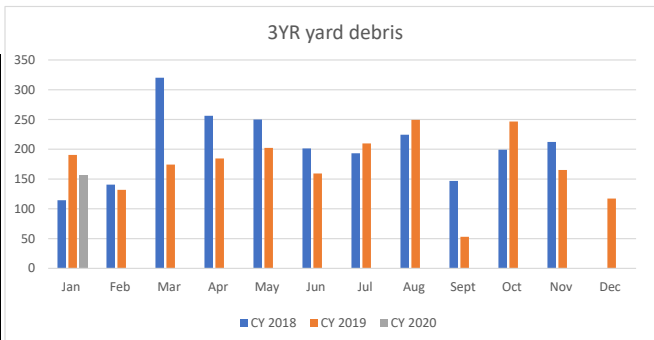
Landscaping/Road Maintenance:

Cleaned the IOP connector of heavy debris

	CY 2018	CY2019	CY 2020
Column1			
Jan	174.69	223.61	162.77
Feb	172.71	135.17	
Mar	163.25	147.4	
Apr	230.87	241.17	
May	249.85	258.45	
Jun	296.1	294.31	
Jul	332.64	379.48	
Aug	261.2	292.36	
Sept	163.41	188.86	
Oct	198	Dorian	
Nov	163.27	153.27	
Dec	127.02	211.04	



	CY 2018	CY 2019	CY 2020
Column1			
Jan	114.3	190.61	155.93
Feb	140.72	131.74	
Mar	320.2	174.3	
Apr	256.24	184.59	
May	249.91	202.48	
Jun	201.29	159.4	
Jul	193.36	209.97	
Aug	224.47	249.39	
Sept	146.88	53.11	
Oct	199.28	246.75	
Nov	212.21	165.36	
Dec		117.26	



Action Items

See Drainage and Facility manager report (attached)

VEHICLE MAINTENANCE

Beginning Budget \$85,000.00

Fund 10 GENERAL FUND			
01/01/2020 10-4620.5017	VEHICLE MAINTENANCE	BEG. BALANCE	50,417.98
01/06/2020 AP INV	PW-4 SKID STEER - SERVICE CALL - RIM REP	371.11	50,789.09
01/06/2020 AP INV	CREDIT (2) TIRES PW-24 - 22 - BILLED	137.92	50,651.17
01/07/2020 AP INV	HYDRAULIC HOSE PW24	47.67	50,698.84
01/14/2020 AP INV	PW-27 2020 MACK - PM SERVICE,	4,117.15	54,815.99
01/15/2020 AP INV	PW-16 2016 MACK - PM SERVICE SOLENOID VA	1,891.74	56,707.73
01/16/2020	MISCELLANEOUS 13926	189.65	56,518.08
01/16/2020 AP INV	PW-24 PM SERVICE, POWER STEERING LEAK	2,249.68	58,767.76

01/31/2020 10-4620.5017

END BALANCE

8,677.35

58,767.76

DEPARTMENT OF PUBLIC WORKS JANUARY 2020

Assistant director of Storm water and Facilities

Drainage

- Uncovered storm water inlet box at the recreation Dept.
- Inspection of 29th Ave drainage system with Charleston county DPW.
- Charleston county scheduled to survey and clean drainage at 29th Ave.
- Working / updating Charleston County Storm water data base list.
- Meeting with SCDOT for proposed alternate drainage plan for Charleston Blvd.
- SCDOT drainage cleaning between 2500-2700 Palm Blvd complete.
- SCDOT ditch cleaning between 55-57 Palm Blvd. scheduled for next quarter.
- SCDOT 25th Ave flap valve installation scheduled for February.
- SCDOT 25th Ave. drop inlet clean out scheduled for February.
- SCDOT 2300-2400 Harnett Blvd. scheduled for next quarter.

Facilities

- Removal / replacement of DPW fencing.
- Moving of A/C unit at the DPW.
- Moving of electrical service at the DPW.
- Scheduled power washing for the DPW.

Front beach / Restrooms

- Emergency shut off restroom water due to leaking toilet on Sunday 1/26/2020.
- Repair irrigation at front beach.

Landscaping / Rights of way / Connector / Parks

- Machine removal of heavy debris on Waterway Blvd sidewalk.
- Scheduled repair of front beach brick pavers.
- Overseeing of the Leola Hanbury park and connector construction.
- Received irrigation and palm tree estimates for the park project.
- Sweeping south cleaning of the connector every other Sunday.
- Installation of solar lights at the 21st beach walkover.
- Clean up of debris on the connector every Friday.

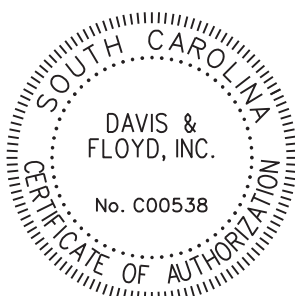
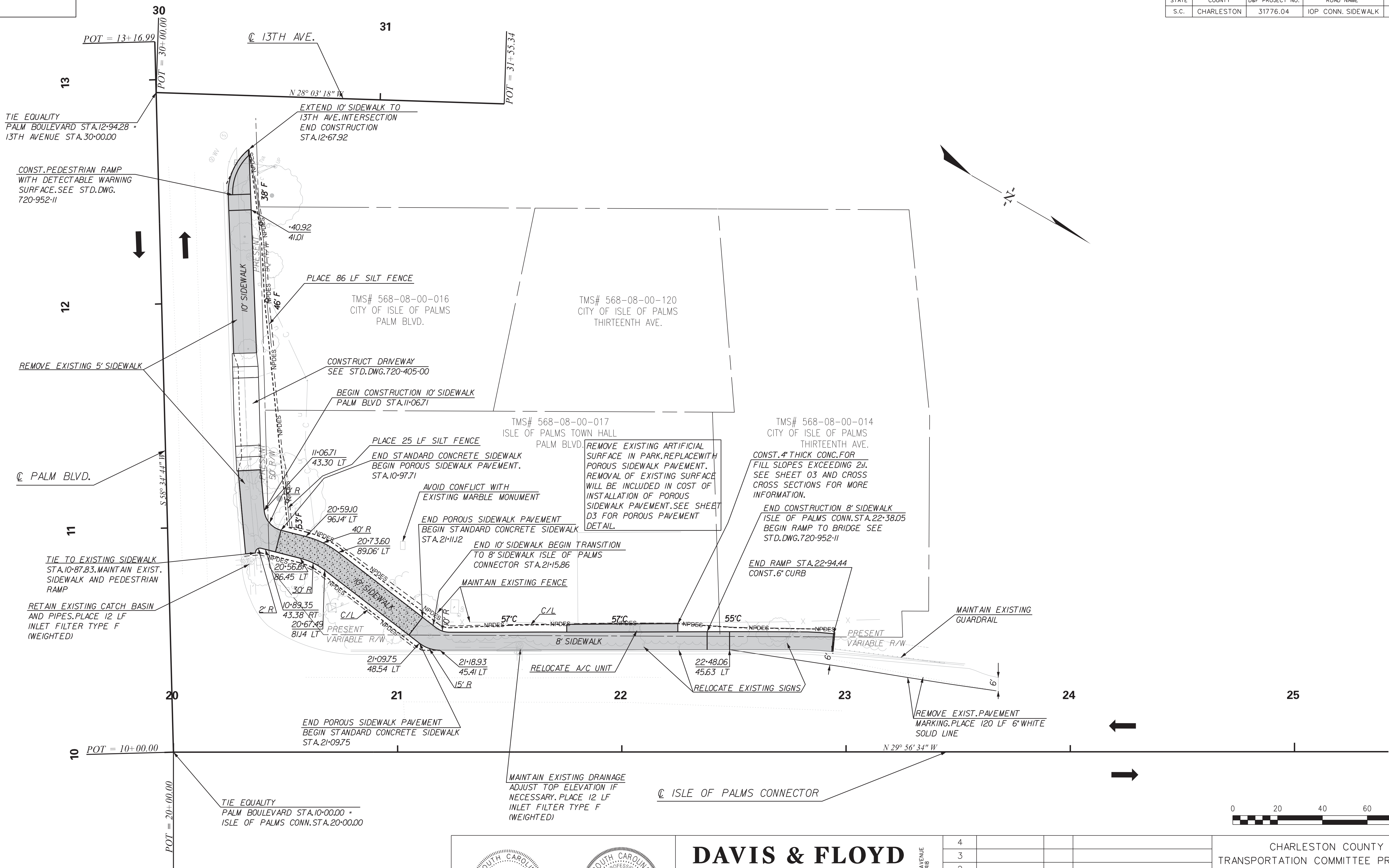
Compactor / Dumpster

- Cleaned compactor pad and recycling area every Friday.

Certifications, training and meetings

- City council meetings.
- Meeting with Charleston county DPW.
- Meeting with SCDOT for Charleston Blvd alternate plan.
- Monthly UST testing of Marina and DPW.
- Meeting with the turtle team regarding front beach plaques.

STATE	COUNTY	D&F PROJECT NO.	ROAD NAME	SHEET NO.	TOTAL SHEETS
S.C.	CHARLESTON	31776.04	IOP CONN. SIDEWALK	06	



DAVIS & FLOYD
SINCE 1954

WWW.DAVISFLOYD.COM

3220 W. MONTAGUE AVENUE
CHARLESTON, SC 29406
(843) 554-8602

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION
DCN.	AMS	DATE	
R/W		DATE	
CHK.	GTB	DATE	

CHARLESTON COUNTY TRANSPORTATION COMMITTEE PROJECTS
ISLE OF PALMS CONNECTOR SIDEWALK PLAN SHEET
SCALE 1"= 20'

CONTRACT

THIS Contract, entered into this 24th day of August, 2000, by and between the CITY OF ISLE OF PALMS, SC, a municipal corporation, hereinafter called the "City", and SCHUPP ENTERPRISES, INC., a South Carolina corporation, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the mutual promises of the parties hereto, they AGREE as follows:

ARTICLE I - SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform beach maintenance services as hereinafter described, from locations within the City of Isle of Palms, South Carolina.

In performance with this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations herein set forth.

The term of this Contract shall be for a period of twelve (12) months, beginning on April 1, 2001, and ending on September 30, 2001; and beginning again on April 1, 2002, and ending on September 30, 2002.

ARTICLE II - DEFINITIONS

Whenever the following terms occur in this Contract, the interpretation shall have the meaning herein stated.

a. REFUSE shall mean and include any combination of the following:

1. GARBAGE shall mean the waste produced by the handling, processing, preparation, cooking and consumption. This definition shall include decay, putrefaction generation of noxious or offensive gases or odors or which before, during and after decay may serve as feeding or breeding material for animals or fleas or other insects.

2. TRASH/RUBBISH shall mean solid waste accumulations consisting of garbage, yard trash and business trash as defined herein.

3. THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SC CODE SEC. 15-48-10.

4. SERVICE shall mean and include the complete removal of refuse from all locations covered by this Contract, without regard for the degree of fullness of the container.

ARTICLE III - PAYMENT

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor according to a schedule during the beach season between April 1- September 30; with days as follows:

Period 1- (3) days per week (Saturday, Sunday, Monday) April 1-April 30
Payment for Services: \$6,560.00

Period 2- (4) days per week (Friday, Saturday, Sunday, Monday) May 1- May 31
Payment for Services: \$7,859.00

Period 3- (5) days per week (Thursday, Friday, Saturday, Sunday, Monday) June 1- August 31
Payment for Services: \$9,591.00

Period 4- (3) days per week (Saturday, Sunday, Monday) September 1- September 30.
Payment for Services: \$7,859.00

ARTICLE IV - DELAYS AND DAMAGES

In the event of a breach of this Contract or unsatisfactory performance on the part of the Contractor, the City may give the Contractor written notice of the nature of the breach or unsatisfactory performance and demand its correction; and, if the Contractor does not, within fourteen (14) days of receipt of such written notice, correct the condition causing the breach or unsatisfactory performance, the City may then terminate this Contract on the last day of any month by giving written notice to the Contractor on or prior to the first day of the month.

In such event, the City may require the Surety to fully perform and complete the work in the manner required by the Performance Bond or the City may take over the work and prosecute the same to the completion by Contract or otherwise and the Contractor and his surety shall be liable to the City for any excess cost occasioned thereby, to the extent of the total bond provided.

ARTICLE V - INSURANCES

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers Compensation and Property Damage Insurance.

The Contractor shall maintain policies providing minimally the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies or insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder." To wit, the City of Isle of Palms to the attention of the Mayor, Post Office Box 508, Isle of Palms, SC 29451.

1. Comprehensive General Liability

Bodily Injury	\$500,000 each occurrence
	\$1,000,000 aggregate

Property Damage	\$100,000 each occurrence
or Combined Single Limit of	\$500,000

2. Worker's Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles)

Bodily Injury	\$250,000 each person
	\$500,000 each occurrence

Property Damage	\$100,000 each occurrence
or Combined Single Limit of	\$500,000

The Contractor may purchase at his own expense such additional or other insurance protection as he may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor or responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder the Contractor agrees to furnish to the City a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE VI - PERMITS AND LICENSES

The Contractor shall obtain, at his expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect (including, but not limited to, a City business license).

ARTICLE VII - AREA INCLUDED IN THIS CONTRACT

The Contractor shall furnish the refuse collection services provided herein within the entire corporate limits of the City of Isle of Palms, SC, including any areas that may be annexed into the City during the terms of this Contract.

ARTICLE VIII - DETAIL OF SERVICES TO BE PERFORMED

April 1 - April 30	Three days per week - Saturday, Sunday and Monday
May 1 - May 31	Four days per week - Saturday, Sunday, Monday and Friday
June 1 - August 31	Five days per week - Saturday, Sunday, Monday, Wednesday and Friday
Sept. 1 - Sept. 30	Three days per week - Saturday, Sunday and Monday

1. On scheduled days of service, perform continuous trash and litter collection between 10:00 a.m. until 6:00 p.m. from the front beach commercial area of Ocean Boulevard between 10th and 14th Avenues, including all beach access paths, the sand dunes area behind beach front businesses, and both sides of the curb and sidewalks along Ocean Boulevard. Collected trash and debris must be deposited in containers either provided by or designated by the City. Typical litter and trash to be collected will consist of items such as bottles, cans, paper and plastic packaging, concentrated piles of cigarette butts, but can include other loose items.

*~ 50/day
3 days/wk
oct - march*

2. On scheduled days of service, at least once per day, and more often if necessary, empty trash barrels located on the beach in the commercial area between 10th and 14th Avenues, and empty trash barrels at either end of all beach accesses from Breach Inlet to Wild Dunes. Pick up all trash and litter in the immediate vicinity around the trash barrel.

3. On scheduled days of service, at least once daily, and more often if necessary, empty decorative trash receptacles located along Ocean Boulevard sidewalks, and the following shopping centers - the Pavilion Shops, ~~The Island Center~~, and the Ocean Park Shopping Center.

4. Contractor will maintain all public access paths to keep them free from any overgrowth of weeds, limbs, debris or anything else which interferes with pedestrian use of the paths.

delete

5. Because of the seasonal need for these services, the City shall reserve the right to dictate to Contractor deviations from the regular schedule of hours of operation. There may be special events which will necessitate more intensive litter and trash collections. In this case, the City will give the Contractor as much advance notice as possible. Contractor shall receive extra compensation only for the day(s) or portion of the days of extra service requested by the City at a prorated amount of the monthly contract fee.

6. Contractor shall provide all supervision, labor, materials, supplies, tools, and equipment necessary for the performance of Contractor's duties.

7. The City of Isle of Palms will expect a high level of performance by the Contractor as the desired services are highly visible public services in a resort beach community. Failure to perform at an acceptable level after written notice of any deficiencies will be grounds for termination of the Contract.

ARTICLE IX - DISPOSAL OPERATIONS

a. All refuse collected in the City by the Contractor shall be delivered to the Charleston County Resource Recovery Center (incinerator), or to such other location as is designated by the County pursuant to its refuse disposal contract with the City. The City will be responsible for payment of any Charleston County Solid Waste User Fees assessed as a result of this contracted operation.

b. All refuse, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, land, right-of-way or place, shall become the responsibility of the Contractor until deposited in the sanitary landfill.

c. Tipping fees, if any, for refuse covered under this Contract will be paid directly by the City. Therefore all refuse collected under this Contract shall be kept separate from any other refuse not collected from within the incorporated areas of the City.

ARTICLE X - SUPERVISION BY THE CONTRACTOR

The Contractor shall give his/her personal attention to the work or have a competent foreman or superintendent with the authority to act for the Contractor and who is satisfactory to the City, who shall monitor the work at all time throughout the Contract period.

ARTICLE XI - INSPECTION

All performances and services shall be subject to inspection, examination, and test by an inspector designated by the City at any and all times during the term of this Contract. The City shall have the right to reject unsatisfactory performance or services and to require their correction. Rejected performance and/or services shall be satisfactorily corrected without charge therefore by the Contractor.

ARTICLE XII - FACILITIES

a. The Contractor shall maintain an office in the metropolitan Charleston, SC area, equipped with toll free telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding approved holidays.

b. The Contractor shall provide and maintain radio communication with all personnel rolling stock used in the performance of this Contract.

ARTICLE XIII - WASHING AND CLEANING EQUIPMENT

a. The Contractor shall maintain equipment and facilities for washing and cleaning his equipment.

ARTICLE XIV - EQUIPMENT REQUIRED BY THE CONTRACTOR

a. Trucks and other equipment for collecting refuse from containers and special waste receptacles shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent spillage of wet residue of refuse from the truck or other equipment body onto the streets, roads or grounds. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Sufficient collection equipment shall be maintained and used by the Contractor to perform service in accordance with established schedules approved by the City.

b. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with rear warning lights, a reverse warning beeper or horn and the name of the Contractor shall be prominently displayed thereon. Contractor shall not use a firm name containing "City" or "Isle of Palms" or other words implying municipal ownership.

c. The Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times. Each vehicle shall be washed weekly. Each body used to contain and transport refuse shall be washed and cleaned at the end of each day's operation. Each piece of collection equipment shall be well painted at all times.

d. The Contractor shall maintain all of his equipment in good working condition at all times. The Contractor shall withdraw from service and promptly repair any piece of equipment which, in the opinion of the City, is unsafe, fails to operate properly or otherwise does not meet the provisions of this Contract.

e. The Contractor will provide up to five (5) 8-cubic yard front-end containers to be placed at 3 or 4 designated areas throughout the Isle of Palms. All beach trash will be placed in these containers and will be taken to the disposal facility. Three of the five containers will be dumped five times weekly and two containers will be dumped three times weekly during the five-times-per-week beach services. Service will be scaled back on a few of the containers during the slower parts of the year.

ARTICLE XV - CONTRACTOR'S PERSONNEL

a. Contractor's employees shall be required to wear clean appropriate clothing. Uniforms are encouraged. Appropriate protective clothing or equipment is the Contractor's responsibility.

b. Contractor's employees shall deal with customers and citizens in a courteous manner and shall avoid abusive and obscene language or behavior.

ARTICLE XVI - WORK SCHEDULE

a. The Contractor shall collect refuse from all container locations required to be serviced under this Contract in accordance with schedules as presented elsewhere in this agreement and which may be amended, from time to time, as necessary. The schedule will identify the business and the days to be serviced. Any change in service will be reported to the Contractor who shall immediately complete a service addendum and forward one copy to be forwarded to the City with the monthly billing.

b. Holidays upon which work will be required are Memorial Day; Independence Day and Labor Day.

c. Whenever the City notifies the Contractor of locations which have not been receiving scheduled service, the Contractor shall be required to service such locations before sunset when notified prior to 1:00 p.m. When notified after 1:00 p.m. the Contractor shall service such locations not later than 10:00 a.m. on the following day including Sundays. This would not eliminate assessment of liquidated damages if the City deemed warranted to assure timely service.

ARTICLE VIII - SITE INVESTIGATIONS

The Contractor represents that he has visited all proposed Contracted areas and determined the nature of the work and the difficulties and facilities attending execution of the work, including those bearing upon transportation, disposal, availability of an office and warehouse space, labor, water, electric power, uncertainties of weather, the character of equipment and facilities needed during the prosecution of the work and all other matters which can in any way affect the work under this Contract.

ARTICLE XIX - COMPLIANCE WITH ALL ORDINANCES, STATUTES, AND REGULATIONS

The Contractor shall comply with all present or future public health and sanitary regulations of the City. In addition, the Contractor shall comply with all present and future City Ordinances and all present and future State and Federal laws and regulations, more specifically, South Carolina Code of Laws of 1976, as amended, Section 44-96-10 et seq., otherwise known as the Solid Waste Policy and Management Act of 1991, and regulations of the South Carolina Department of Health and Environmental Control at Section 61-107.5, et seq., Section 61-107.7, et seq., and Section 61-107.258, et seq., (if applicable).

ARTICLE XX - TERMINATION

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient forces, plant and equipment to ensure the prosecution of the work in accordance with the approved schedules and within allowed times for completion as set forth in these Contract documents or any addendum hereto. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence within fourteen (14) days after receipt of any written directives or verbal request by the City that the Contractor furnish additional forces, plant or equipment and/or work additional hours, overtime operations, Sundays or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

All terms and conditions of this Contract are considered material, and failure to perform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of said terms or conditions, the City shall have the right to terminate the Contract upon proper notice and failure to cure the problem within the designated time stated above.

ARTICLE XXI - BINDING ARBITRATION

Except as otherwise limited herein, all unresolved disputes between the parties concerning the Contractor's performance for the current contract period shall be resolved by binding arbitration, using the procedures as set forth in the Uniform Arbitration Act, Section 15-48-10 et seq., South Carolina Code of Laws, 1976, as amended; provided that this provision shall not prevent, limit or interfere with the City's right to terminate the Contract in accordance with Article XXIII; nor shall this provision prevent, limit or interfere with the City's right not to renew the Contract in accordance with Article I.

ARTICLE XXII - INDEMNIFICATION BY CONTRACTOR

All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized disposal of materials shall be made upon the City's or privately owned premises.

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, claims, trespass damage, charges, causes of action and costs (including court costs and reasonable attorney's fees) for injury to or death of persons and injury to or destruction of property suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided in the Contract.

ARTICLE XXIII - SUBCONTRACTING AND ASSIGNMENT

Contractors shall not enter into any subcontracts, leases, agreements, or assignment pertaining to this collection and disposal contract or any interest or right herein, either voluntarily or by operation of law, without prior written approval of the City of Isle of Palms.

ARTICLE XXIV - ADMINISTRATION

The administration and enforcement of this Contract shall be the responsibility of the City Administrator or his designee.

ARTICLE XXV - CONTRACT AMENDMENTS

Contract amendments may be added to the Contract upon the written mutual consent of the City and the Contractor.

ARTICLE XXVI - ANTI-DISCRIMINATION

The Contractor in performing the work furnished by this Contract or furnishing the services provided herein, shall not discriminate against any person because of race, creed, color, or national origin.

ARTICLE XXVIII - CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this agreement shall constitute a Contract for the collection and disposal of refuse; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

ARTICLE XXIX - REPORTS

The Contractor shall submit monthly reports to the City Administrator or his designee not later than ten (10) days after the end of each calendar month. The reports shall show the total cubic yards (loose or packed) of various items picked up that month, i.e., commercial refuse etc. and frequency of service, and dates and times of pick-up by customer location.

ARTICLE XXX - SOLE RESPONSIBILITY AND EXCLUSIVITY

Contractor will be required to assume sole responsibility for the complete effort as required by this Contract. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.

The City agrees the Contractor shall have the sole exclusive right to provide the services under this Agreement within the geographical boundaries of the City. The parties expressly

acknowledge and agree that residential garbage, trash and refuse service fall outside the scope of this Contract, and are in no way involved in or affected by this Contract.

ARTICLE XXXI - FORCE MAJEURE

It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Contract during any period or periods of time when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other act beyond the control of the Contractor renders impossible its performance under the Contract, and during such periods of time a deduction in the charge for collection and removal of waste and recyclables at the prevailing rates shall be made; provided, however, that the Contractor will make a reasonable effort to resume service in the event an act beyond the control of the Contractor terminates or reduces services.

ARTICLE XXXII - AUTHORITY

The signatories hereto warrant that they have the authority to execute this Contract on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, at the City of Isle of Palms, SC.

CITY OF ISLE OF PALMS

Janet B. Mauldin

Witness

Mark M. Williams

Mark M. Williams, City Administrator

SCHUPP ENTERPRISES, INC.

Amey S. Wilkerson

Witness

William F. Schupp

By: William F. Schupp, President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON, to-wit:

The foregoing Contract was acknowledged before me this 24th day of August, 2000 by Mark M. Williams, City Administrator of the City of Isle of Palms, on behalf of the municipality.

My Commission Expires: 11-14-2000

Janet G. Mauldin

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON, to-wit:

The foregoing Contract was acknowledged before me this 25th day of August, 2000, by William F. Schupp as President of Schupp Enterprises, Inc., on behalf of the corporation.

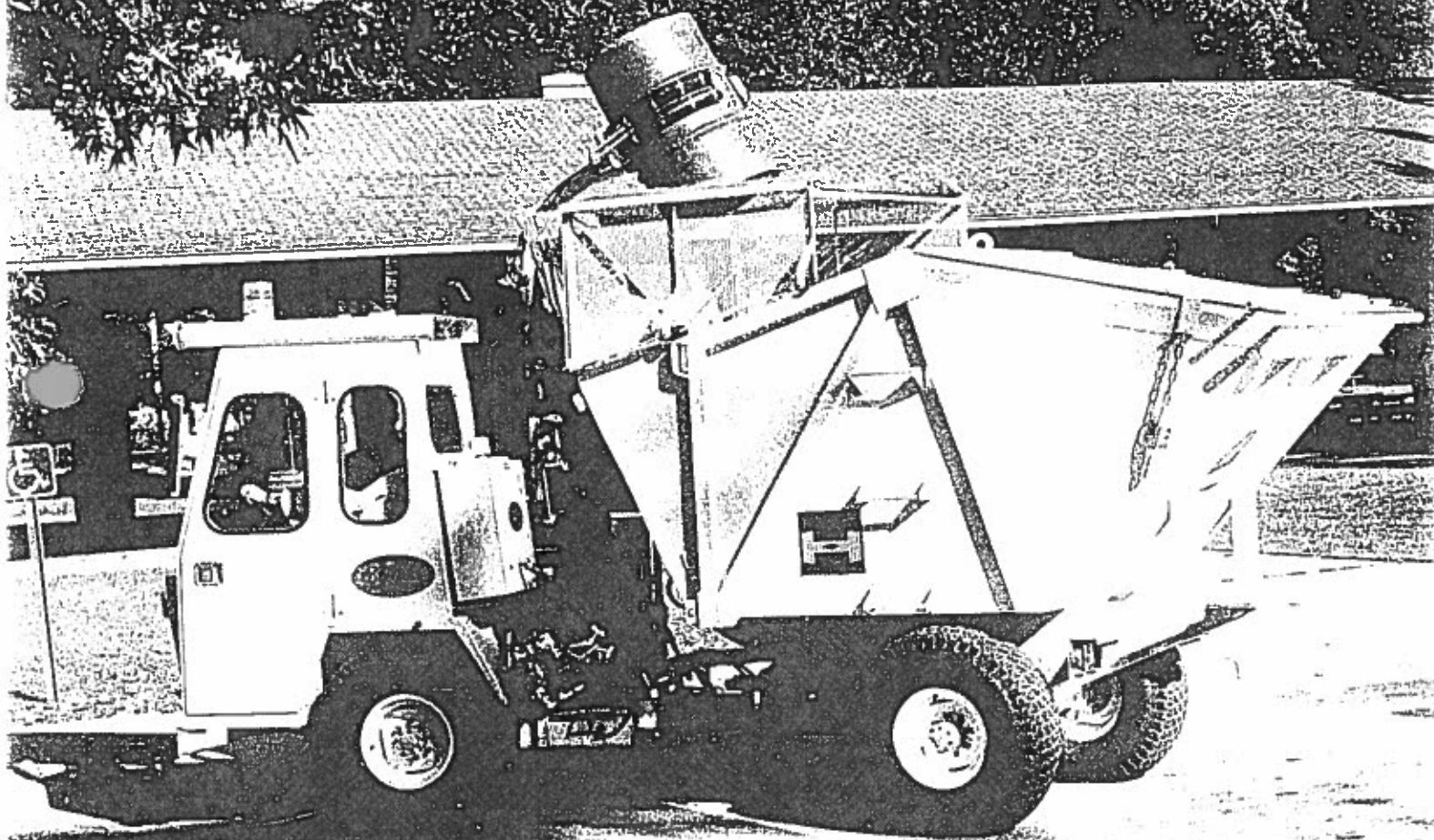
My Commission Expires: 11-14-2000

Janet G. Mauldin

Notary Public

Broyhill LOAD AND JACK

ONE MAN REFUSE COLLECTION SYSTEM



SAFE • FAST • EFFICIENT

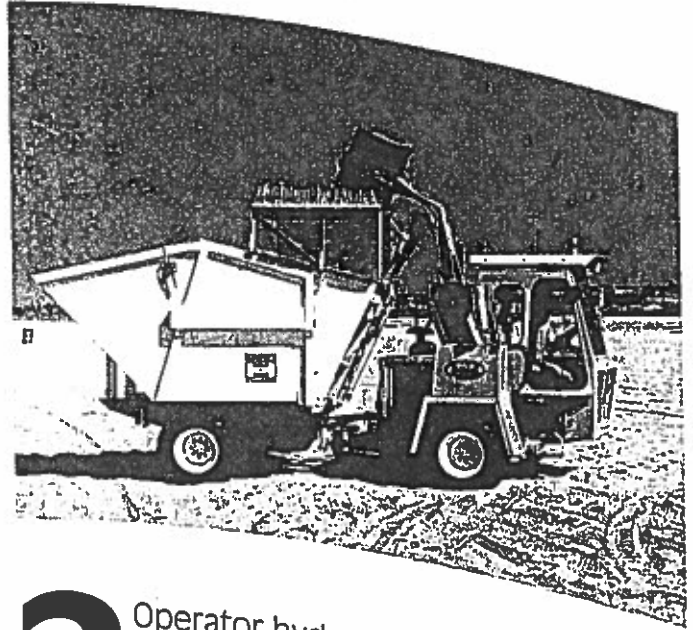
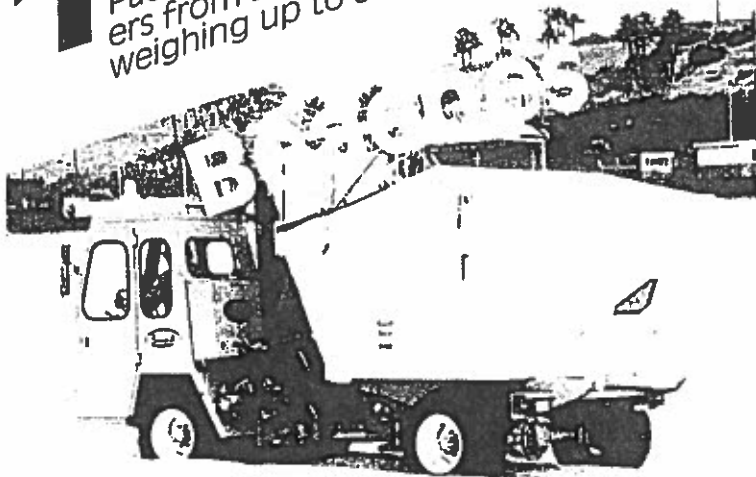
Maneuverable 4 wheel drive - Center articulated
Adaptable Go where the refuse is.
Fast Grip-Lift-Empty-Return in 5 seconds.
Economical One Operator.

THIS COULD BE YOUR LABOR SAVING UNIT

The Broyhill One Man **4** Step



1 Operator drives to the refuse container and hydraulically grips it. The Load-And-Pack has been designed to grip containers from 26 gallon to 90 gallon in size weighing up to 500 pounds.



2 Operator hydraulically lifts and empties the refuse container. The cycle time for lifting, evacuation and return is approximately 5 seconds.



Full time 4-wheel drive, makes the Load-And-Pack ideal for use on the softest SAND as well as hard surfaces.

Safe • Dependable



Maneuverable • Adaptable

Refuse Collection System* ...



Operator compacts refuse while traveling to next refuse container. The large No. 7 compactor box has a compaction rate of approximately 4:1.



4

Operator hydraulically off-loads filled No. 7 compactor box to be transferred to packer trucks at a later time. The operator on-loads an empty No. 7 box and continues his pickup operation.



* Patented System

Multiple size containers located on the same route are gripped and emptied. Plastic Containers - Wire Baskets - Steel Drums, all are handled without DAMAGE.

Payback In A Little As *2 1/2 Years

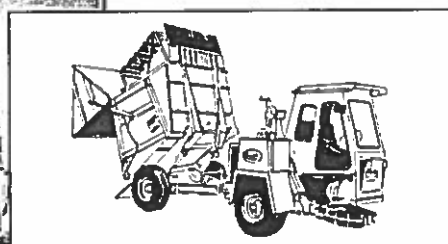
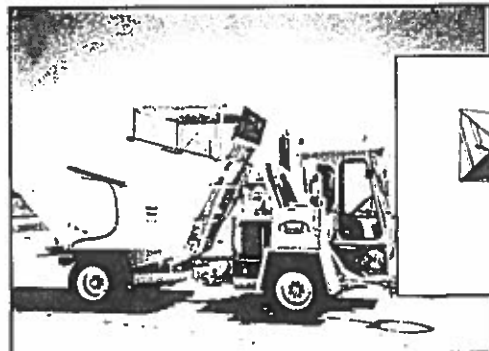
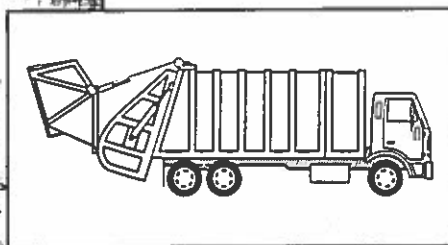
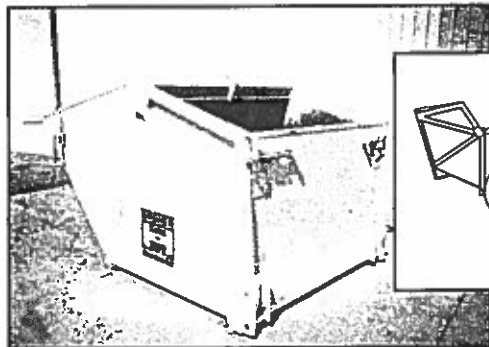
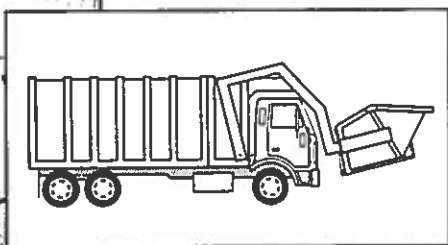
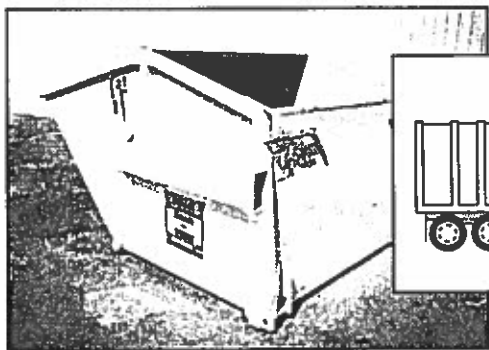
**Subject to your present situation*

The Broyhill Load-And-Pack

One Man



**Refuse Collection System:
Self-Compacting Box Up To
4 To 1 Compaction On Vehicle**



No. 7 Compactor Boxes are available - front dumping or rear dumping. Either box may be used on the same Load-And-Pack. This allows complete integration with your existing packers. The Load-And-Pack has a compaction rate of approx. 4:1; the equivalent of 4 boxes or up to 28 yards on a single load.

Optional Self Dumping No. 7

An optional self-dumping No. 7 box is available for use with stationary compactors and/or ground dumping operation.

Distributed by:

Manufactured by:
The Broyhill Manufacturing Company
Offices:

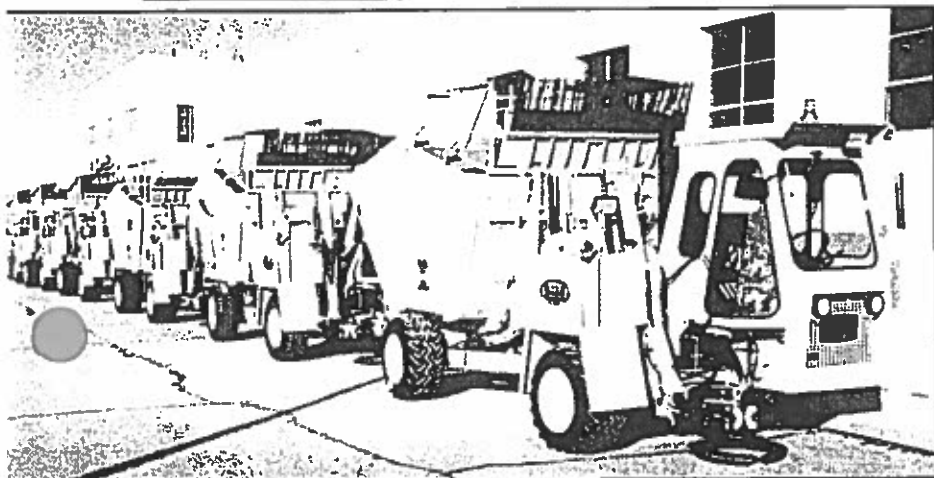
One North Market Square - P.O. Box 475
Dakota City, NE 68731-0475 U.S.A.

Phone: 402-987-3412 Fax 402-987-3601 Wats: 800-228-1003

URL: <http://www.Broyhill.com>

E-MAIL: Broyhill@aol.com -Sales Broyhillco@aol.com - Admin.

Copyright 1/96 Form 11462



Post Office Box 451
Isle of Palms, SC 29451-0451
24 September 2007

Mrs. Linda Tucker
City Administrator
City of Isle of Palms
Isle of Palms, SC 29451

I, William F. Schupp, am asking for a five (5) year extension on the beach trash pickup at no increase in the rate. I am on call 24/7.

Yours truly,

William F. Schupp
William F. Schupp

Bill Schupp 991-1204 (cell)
886-4390 (home)

March 23, 2015

*recommended
Public Works
by their meeting
at April 9, 2015*

To Whom it May Concern,

Schupp Enterprises would like to extend the current Beach and road garbage collection service with no changes for an additional five (5) years.

Schupp Enterprises

William F. Schupp
William F. Schupp

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) CONTRACT EXTENSION AGREEMENT

This AGREEMENT is made and entered into as of this 28th day of August, 2001, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

April 1, 2003, through September 30, 2003.
April 1, 2004, through September 30, 2004
April 1, 2005, through September 30, 2005.
April 1, 2006, through September 30, 2006

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Janet S. Mauldin

San Moller
(as to City)

The City of Isle of Palms, S.C.

By: Mike Sueker

Title: City Administrator

Janet S. Mauldin

San Moller
(as to Contractor)

Schupp Enterprises, Inc.

By: William F. Schupp

Title: CEO.

STATE OF SOUTH CAROLINA)
) CONTRACT EXTENSION AGREEMENT
COUNTY OF CHARLESTON)

This AGREEMENT is made and entered into as of this 26th day of August, 2003, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

April 1, 2006, through September 30, 200~~6~~ 2007
April 1, 2007, through September 30, 200~~7~~ 2008
April 1, 2008, through September 30, 200~~8~~ 2009
April 1, 2009, through September 30, 20~~9~~ 2010

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by
and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Janet S. Mauldin

[Signature]
(as to City)

Janet S. Mauldin

[Signature]
(as to Contractor)

The City of Isle of Palms, S.C.

By: [Signature]
F. Michael Sottile

Title: Mayor

Schupp Enterprises, Inc.

By: [Signature]

Title: C.E.O.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONTRACT EXTENSION AGREEMENT

This AGREEMENT is made and entered into as of this 26th day of October, 2007, by and between The City of Isle of Palms, S.C. ("City"), and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, the parties hereto entered into that certain Contract dated August 24, 2000, ("the Contract"), for the performance by Contractor of certain beach maintenance services in the City; and

WHEREAS, the parties hereto desire to extend the term of the Contract pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree to amend the Contract as follows:

1. That ARTICLE I of the Contract is hereby amended to extend the term of the Contract to include the following periods:

March 1, 2011, through September 30, 2011.
March 1, 2012, through September 30, 2012.
March 1, 2013, through September 30, 2013.
March 1, 2014, through September 30, 2014.
March 1, 2015, through September 30, 2015.

2. That all terms and conditions of the Contract which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned duly authorized agents, as of the day and year first above written.

WITNESS:

Tha Capeland

Emily Ryul
(as to City)

San Q McAllen

Emily Ryul
(as to Contractor)

The City of Isle of Palms, S.C.

By: John Tucker

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: CEO

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT is made and entered into this 23rd day of May, 2014, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City desires to engage Contractor to perform additional services under the Contract, including the collection and disposal of recyclable materials from recycle containers located on the beach; and

WHEREAS, City and Contractor desire to amend the Contract as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. That Article II, "Definitions," of the Contract is hereby amended to renumber Paragraph (a), "Refuse," as Paragraph (1); to renumber Paragraph (1), "Garbage," as Subparagraph (a); to renumber Paragraph (2), "Trash/Rubbish," as Subparagraph (b); and to renumber Paragraphs (3) and (4) as Paragraphs (2) and (3) respectively.

2. That Article II, "Definitions," of the Contract is hereby amended to add a new Subparagraph (c) titled "Recycling" under Paragraph 1, "Refuse," to state as follows:

“c. RECYCLING shall mean all recyclable materials deposited in the Charleston County recycle containers located upon the beach.”

3. That Article III, “Payment,” of the Contract is hereby amended to add a new paragraph at the end of the section to state as follows:

“As additional consideration for performing the recycling collection and disposal services set forth in Article VIII, Paragraph (8), the City agrees to pay the Contractor Two Hundred (\$200.00) Dollars per day of completed service.”

4. That Article VIII, “Detail of Services to be Performed,” of the Contract is hereby amended to add a new Paragraph (8) at the end of the section to state as follows:

“8. On scheduled days of service, at least once per day, and more often if necessary, empty the Charleston County recycle containers located on the beach at all beach accesses from Breach Inlet to Wild Dunes. Deposit the recycled materials in a collection container to be provided and serviced by Charleston County at a location to be determined. Pick up all trash and litter in the immediate vicinity around the recycle containers located on the beach.

The schedule for the recycling collection and disposal service shall be as follows:

April 1 – April 30	Three (3) days per week and two (2) weeks per month
May 1 – May 31	Four (4) days per week and four (4) weeks per month
June 1 – August 31	Five (5) days per week and four (4) weeks per month
Sept. 1 – Sept. 30	Two (2) days per week and two (2) weeks per month

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the recycle containers as needed based on demand. The days of the week and times of the day for such service shall be determined by the Contractor unless otherwise specified by the City.”

5. That Article IX, “Disposal Operations,” of the Contract is hereby amended in Subparagraph (a) to add the following phrase at the end of the first sentence:

“or to the County’s designated recycling disposal site.”

6. That Article IX, "Disposal Operations," of the Contract is hereby amended in Subparagraph (b) to add the following phrase at the end of the sentence:

"or the County's designated recycling disposal site."

7. That all other terms and conditions of the Contract which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.

WITNESS:

Emily Day

Sam

(as to City)

Emily Day

Sam

(as to Contractor)

The City of Isle of Palms, S.C.

By: [Signature]

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: CEO

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT ("Second Amendment") is made and entered into this 9th day of October, 2014, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor desire to further amend the Contract to provide for year-round servicing of the beach trash containers and recycling containers as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. That Article I, "Scope of This Contract," of the Contract, as amended by the Contract Extension Agreement dated October 26, 2007, is hereby further amended to include the following period:

"October 1, 2014 through February 28, 2015."

2. That all other terms and conditions of the Contract, Contract Extension Agreement, and First Amendment which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.

WITNESS:

Allyson
Emily D. [Signature]
(as to City)

The City of Isle of Palms, S.C.

By: [Signature]
Title: City Administrator

[Signature]
[Signature]
(as to Contractor)

Schupp Enterprises, Inc.

By: W. F. Schupp
Title: C.E.O.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THIRD AMENDMENT TO CONTRACT

THIS THIRD AMENDMENT TO CONTRACT ("Third Amendment") is made and entered into this 15th day of July, 2015, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Second Amendment to Contract dated October 9, 2014 ("Second Amendment") to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015; and

WHEREAS, City and Contractor desire to further amend the Contract to extend the term of the Contract for five additional years and to make such other amendments as hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. That Article I, "Scope of This Contract," of the Contract, as amended by the Contract Extension Agreement dated October 26, 2007, is hereby further amended to extend the term of the Contract for five (5) years to include the following period:

"October 1, 2015 through September 30, 2020."

2. That Article I of the Contract is also amended by adding the following new paragraph:

"This Contract shall be automatically renewed for one (1) five-year term upon Contractor providing written notice of Contractor's intent to renew to City at least ninety (90) days prior to the expiration of the then-current term unless City gives written notice of termination to Contractor within thirty (30) days after receipt of Contractor's written notice of intent to renew. If Contractor fails to provide City with written notice of intent to renew at least ninety (90) days prior to the expiration of the then-current term, then any renewal of the Contract will be at the sole option of City and City may provide notice of termination to Contractor at any time prior to the expiration of the then-current term. Each renewal term will be pursuant to all of the terms and conditions contained in this Contract."

3. That Article II, "Definitions," of the Contract is hereby amended by deleting Paragraph 2 in its entirety, which states, "THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO SC CODE SEC. 15-48-10," and by renumbering Paragraph 3 as Paragraph 2 accordingly.

4. That Article III, "Payment," of the Contract is hereby deleted in its entirety and replaced with the following new paragraph:

"Article III – PAYMENT

As consideration for performing all trash and litter collection services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor Five Hundred Forty One and no/100 (\$541.00) Dollars per day of completed service. As additional consideration for performing the recycling collection and disposal services set forth in Article VIII, Paragraph (4), the City agrees to pay the Contractor Two Hundred and no/100 (\$200.00) Dollars per day of completed service. However, the City's total payment to Contractor for all services rendered in any given fiscal year shall be capped at the amount budgeted by City Council for that fiscal year."

5. That Article V, "Insurances," of the Contract is hereby deleted in its entirety and replaced with the following new paragraphs:

"Article V – INSURANCES

1. Contractor shall at all times during the term of this Contract maintain in full force and effect comprehensive general liability, workers' compensation and comprehensive automobile liability insurance as set forth below.

2. Contractor agrees to maintain policies providing a minimum of the following insurance protection, with City named as an additional insured,

through a company licensed in the State of South Carolina and approved by the City. Contractor agrees to furnish proof of such insurance to the City prior to the commencement of any work by Contractor and each renewal term thereafter within ten (10) days from the renewal date of such policies. Such policies shall contain a provision requiring a thirty (30) day prior written notice to City prior to cancellation of the policy.

3. Contractor shall maintain insurance coverages as follows:

(a) Comprehensive General Liability:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

(b) Workers' Compensation as provided for in applicable state statutes.

(c) Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles):

Bodily Injury:	\$250,000/person \$500,000/occurrence
Property Damage:	\$100,000/occurrence
Combined Single Limit:	\$500,000

4. Contractor may purchase at Contractor's expense such additional or other insurance protection as Contractor deems appropriate. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered and paid by the above-required policies."

6. That Article VIII, "Detail of Services to be Performed" of the Contract is hereby

deleted in its entirety and replaced with the following new paragraphs:

“Article VIII – DETAIL OF SERVICES TO BE PERFORMED

1. On scheduled days of service, at least once per day, and more often if necessary, empty all City-provided trash barrels and collect all trash and litter in the immediate vicinity around the City-provided trash barrels in the following locations:

- a. On the rights-of-way on Ocean Boulevard from 10th Avenue to 14th Avenue in the Front Beach Commercial District;
- b. On Ocean Boulevard from 10th Avenue to 1st Avenue, including the Breach Inlet parking lot;
- c. On Palm Boulevard from 21st Avenue to 56th Avenue; and
- d. On the beach at all beach accesses from Breach Inlet to Wild Dunes.

2. On scheduled days of service, perform continuous trash and litter collection in the Front Beach Commercial District of Ocean Boulevard between 10th Avenue and 14th Avenue, beginning at the intersection of Palm Boulevard and 14th Avenue and including the beach access paths, the sand dunes area behind beach front businesses, and both sides of the curb and sidewalks along Ocean Boulevard. Collected trash and litter must be deposited in City-provided trash barrels. Typical trash and litter to be collected may include, but not be limited to, items such as bottles, cans, paper and plastic packaging, concentrated piles of cigarette butts, and other loose items.

3. The schedule for trash and litter collection services shall be as follows:

March through April – Three days per week – Saturday, Sunday and Monday
May – Four days per week – Friday, Saturday, Sunday, Monday
June through August – Five days per week – Thursday, Friday, Saturday, Sunday, Monday
September – Three days per week – Saturday, Sunday, Monday
October through February – One day per week – Day to be determined by Contractor

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the City-provided trash barrels as needed based on demand. The days of the week and times of the day for such service shall be determined by the Contractor unless otherwise specified by the City.

4. On scheduled days of service provided in this Paragraph 4, at least once per day, and more often if necessary, empty the Charleston County recycle containers located on the beach at all beach accesses from Breach Inlet to Wild Dunes. Deposit the recycled materials in a collection container to be provided and serviced by Charleston County at a location to be determined. Pick up all trash and litter in the immediate vicinity around the recycle containers located on the beach. The schedule for the recycling collection and disposal service shall be as follows:

April – Two days per week
May through August – Three days per week
September – Two days per week
October through March – One day per week

The City shall reserve the right to dictate to Contractor deviations from the regular schedule from time to time and to increase or decrease the frequency of service of the recycle containers as needed based on demand. The days of the week and times of the day for such service shall be

determined by the Contractor unless otherwise specified by the City.

5. The City of Isle of Palms will expect a high level of performance by the Contractor as the desired services are highly visible public services in a resort beach community. Failure to perform at an acceptable level after written notice of any deficiencies will be grounds for termination of the Contract.”

7. That Article XXI, “Binding Arbitration,” of the Contract is hereby deleted in its entirety and replaced with the following paragraph titled “Mediation:”

“Article XXI – MEDIATION

Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court’s Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator

Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement."

8. That all other terms and conditions of the Contract, Contract Extension Agreement, First Amendment and Second Amendment, which are not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.

WITNESS:

Deborah A. Lupp

E. J. P.
(as to City)

Deborah A. Lupp

E. J. P.
(as to Contractor)

The City of Isle of Palms, S.C.

By: Patricia D. Puckett

Title: City Administrator

Schupp Enterprises, Inc.

By: W. F. Schupp

Title: C.F.O.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FOURTH AMENDMENT TO CONTRACT

THIS FOURTH AMENDMENT TO CONTRACT ("Fourth Amendment") is made and entered into this 21 day of July, 2016, by and between The City of Isle of Palms, South Carolina ("City") and Schupp Enterprises, Inc., a South Carolina corporation ("Contractor").

WHEREAS, City and Contractor entered into a Contract for beach maintenance services ("Contract") dated August 24, 2000; and

WHEREAS, the Contract term was extended through September 30, 2006 by a Contract Extension Agreement dated August 28, 2001; and

WHEREAS, the Contract was further extended through September 30, 2010 by a Contract Extension Agreement dated August 26, 2003; and

WHEREAS, the Contract was further extended through September 30, 2015 by a Contract Extension Agreement dated October 26, 2007; and

WHEREAS, City and Contractor made certain amendments to the terms of the Contract in the Amendment to Contract dated May 23, 2014 ("First Amendment") to provide for seasonal servicing of beach recycling containers; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Second Amendment to Contract dated October 9, 2014 ("Second Amendment") to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015; and

WHEREAS, City and Contractor made further amendments to the terms of the Contract in the Third Amendment to Contract dated July 15, 2015 to extend the term of the Contract for five additional years; and

WHEREAS, City and Contractor desire to further amend the Contract to provide changes to

the schedule for trash collection services.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. Text additions are displayed in **bold and underlined** text. Text deletions are displayed as strike-through text (i.e., ~~strike-through~~).

2. That Paragraph 3 of Article VIII, "Detail of Services to be Performed" of the Contract is hereby amended to state as follows:

"3. The schedule for trash and litter collection services shall be as follows:

March through April – Three days per week – Saturday, Sunday and Monday

May – Four days per week – Friday, Saturday, Sunday, Monday

June through August – ~~Seven~~ **Five** days per week **(as needed, to be determined by Contractor)** – **Monday, Tuesday, Wednesday,** Thursday, Friday, Saturday, Sunday, ~~Monday~~

September – Three days per week – Saturday, Sunday, Monday

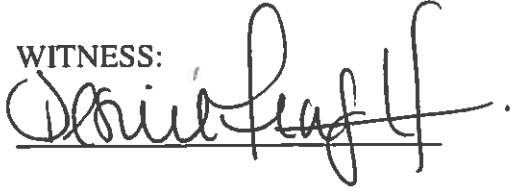
October through February – One day per week – Day to be determined by Contractor"

3. That all other terms and conditions of the Contract, Contract Extension Agreements, First Amendment, Second Amendment, and Third Amendment, which are not inconsistent herewith, shall remain in full force and effect.

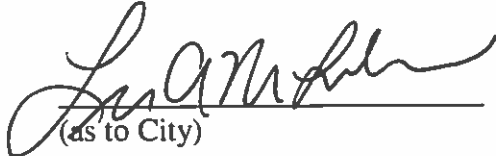
[The remainder of this page has been intentionally left blank. The signature pages follow.]


IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed, sealed and delivered, by and through the undersigned agents, as of the date stated above.



WITNESS:



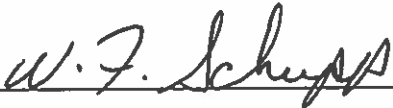
The City of Isle of Palms, S.C.


(as to City)

By: 
Title: City Administrator



(as to Contractor)

Schupp Enterprises, Inc.

By: 
Title: C.E.O.

LEASE ASSIGNMENT

This agreement is made by and between **Schupp Enterprises, Inc. ("Assignor")** and **JLG Enterprise LLC ("Assignee")**, of Isle of Palms, South Carolina on the 7th day of ~~November~~ December, 2018.

WHEREAS, on the 24th day of August, 2000, the Assignor entered into a contract with the City of Isle of Palms, South Carolina ("City") for the purpose of furnishing all labor, tools, equipment and materials, supplies and services to perform beach maintenance services within the City of Isle of Palms, South Carolina.

WHEREAS, the Contract has been extended on August 28, 2001, August 26, 2006, October 26, 2007 and extends through September 30, 2015;

WHEREAS, the Contract was amended May 23, 2014 to provide for seasonal servicing of beach recycling containers;

WHEREAS, the Contract was amended October 9, 2014 to provide for off-season servicing of the beach trash containers and recycling containers during the period from October 1, 2014 through February 28, 2015;

WHEREAS, the Contract was amended July 15, 2015 to extend the term of the agreement five additional years through September 30, 2020; and

WHEREAS, the Contract was amended a fourth time on July 27, 2016 to amend the schedule for trash and litter collection services under Article VIII.

WHEREAS, Assignee agrees to accept the terms of this Contract under a probationary period, from the date of this Assignment's execution (December 2018 to December 2019), and if City is satisfied with its services, the remaining term of the Contract to September of 2020 shall remain in full force and effect.

NOW, THEREFORE, for full and valuable consideration, Assignor hereby assigns and transfers the Contract, including its four amendments, attached hereto and/or incorporated herein, together with all the rights, title and interest in and to the Contract, subject to all the conditions and terms contained therein, to have and to hold from December __, 2018 until December __, 2019; wherein the Assignee and City will review the terms of the Contract and modify accordingly.

The Assignee hereby agrees to assume all rights, duties and obligations from this Agreement.

SCHUPP ENTERPRISES, INC.

W.F. Schupp
By: W.F. Schupp
Its: CEO

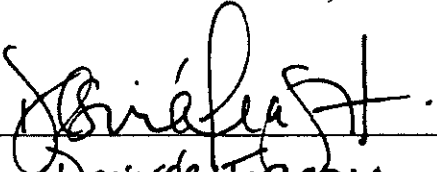
JLG Enterprise LLC

John C. Garrels
By: John C. Garrels
Its: Owner

LANDLORD'S CONSENT

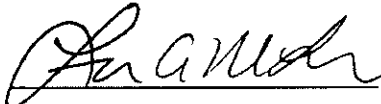
The City of Isle of Palms, South Carolina, the "City", a party to the Contract entered into on the 24th day of August, 2000 with Assignor, hereby consents to the assignment of the Contract to the Assignee under the terms set forth herein and release Assignor from all duties and obligations under the Contract, after the date hereof.

CITY OF ISLE OF PALMS, S.C.


By: Desiree Trappso

Its: Levin Administrator

Date: 12/7/2018



Witness



Witness

2305 Waterway Boulevard
Isle Of Palms, SC 29451
December 19, 2019

Ronald E. Hanna III, M.P.A.
Assistant City Administrator
City of Isle Of Palms
Post Office Box 508
1207 Palm Boulevard
Isle Of Palms, SC 29451

RE: Modification of Isle Of Palms storm water drain and associated drainage easement located at 2305 Waterway Boulevard on the Isle Of Palms.

Dear Mr. Hanna,

I greatly appreciate your taking the time to meet with me about a week ago along with Mr. Douglas Kerr, Director of Building, Planning and Zoning, at his office there at City Hall on the Isle Of Palms. My wife, Lisa, and I purchased the house at 2305 Waterway Boulevard in 2011. In 2016, we hired Atlantic Surveying, Inc. to provide a survey showing the proposed subdivision of our property at 2305 Waterway Boulevard. This survey was successfully performed and the City of the Isle of Palms with the authorization of the appropriate governing committees along with other authorities granted permission for us to subdivide the property. This subdivision was recorded in the Registrar offices of Charleston County and the property was assigned a parcel tax number.

We recently were looking at the allowed buildable area on the eastern subdivided lot, and we appreciated that the existing storm water drain with it's associated drainage easement significantly limits the width of any structure which we might choose to construct. Looking thru the history of the deed of the property it appears that many years ago the most eastern thirty feet of the property had originally been designated for the extension of 24th street all the way to the Intracoastal Waterway. However, when they determined that such an extension was not needed, the sixty feet wide strip of property reserved for the 24th street extension was equally divided and deeded to the adjacent properties which are 2305 Waterway Boulevard and 2401 Waterway Boulevard. As a result of this modification, there is a 15 foot wide drainage easement with an associated 18 inch RCP drainage pipe on that portion of 2305 Waterway Boulevard that was deeded.

About two weeks ago, my wife, Lisa, and I met with Mr. Douglas Kerr and he suggested that we apply to the City of Isle Of Palms for permission to re-route the storm drain and associated drainage easement which would reclaim another 20 to 25 feet of width for a buildable area. Mr. Kerr explained that another property owner on the Isle Of Palms only a couple of blocks from our property had previously applied for and was granted permission to re-route the same type of storm drain for a similar situation. Since that meeting I have taken Mr. Kerr's suggestion, and I have sketched a proposed modification of the storm drain and the associated drainage easement. I would like to bring to your

attention that this is a proposed modification that was suggested by Mr. Kerr and the modification has been discussed with Mr. Donnie Pitts, Director of Public Works, and his assistant, Mr. Robert Asero, who deals with drainage on the Isle of Palms. I have also discussed the details of the modification with Mr. Alex Cortes, estimator for Eadies Construction Company, which has performed drainage work for the City of Isle of Palms recently. In fact, I met with Mr. Asero and Mr. Cortes on site to review the proposal. All of these knowledgeable authorities believed at first glance that this proposal for modification of the storm drain would be workable, but the proposal would need to be approved by the appropriate authorities.

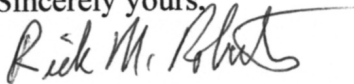
This proposal would consist of re-routing approximately 140 feet of the existing 18 inch reinforced concrete pipe (RCP) from its current location of 25 to 27 feet from the eastern property line to around 3 to 5 feet from the eastern property line. The 15 feet wide drainage easement would need to be angled over to run adjacent to the eastern property line. This proposal appears to comply with the preservation of the surrounding trees and appears to comply with current regulations. It is my understanding that where the drainage pipe makes a turn, a pre-formed junction box may need to be placed. I have made an attempt to also increase the buildable area width as much as possible, which is my goal in this matter. At Mr. Kerr's suggestion, as seen on the attached proposal diagram, I routed the drainage pipe back into the original drainage pipe as far north as was practical.

My wife and I would very much appreciate permission to move forward with this project and we will be happy to work closely with Mr. Kerr and Mr. Asero in order to comply with current regulations and requirements. It is my understanding that I need to initially present this proposal to the City Administrator, and I would like to thank you ahead of time for forwarding this proposal to the appropriate authorities to initiate the approval process. Please don't hesitate to call me at any point regarding any questions or requests.

As we discussed, I am sending a copy of this letter with attachments of a survey of the property, proposed drain pathway rerouting diagram, and magnified view to Mr. Douglas Kerr as well.

Thank you for your attention to this very important matter.

Sincerely yours,



Rick M. Roberts
256-426-9000

cc: Mr. Douglas Kerr

PLANNING AND RMC USE ONLY

RECORDED

DATE: 4/22/2016 TIME: 2:35:08 PM
Book-Page **S16 0093** DocType **Small Plat**
Charlie Lybrand, Register, Charleston County, SC

APPROVED BY PLANNING COMMISSION
OF THE CITY OF ISLE OF PALMS
this 13th day of April 2016
Deborah Bell
ZONING ADMINISTRATOR

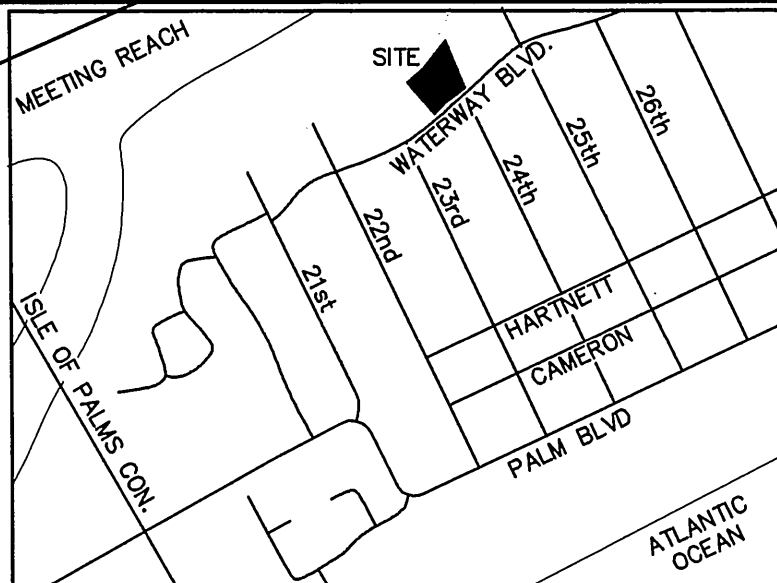
Record Fee
Postage
TOTAL
Drawer
Clerk

Filed By:
COUNTER CUSTOMER
LISA ROBERTS
10 CRUSE ALLEY
HUNTSVILLE, AL 35801

Location: WATERWAY BLVD

LOT DATA:
LOT 2 (TOTAL) 48,379 S.F.
LOT 2A 30,732 S.F.
LOT 2B 17,647 S.F.
MIN. LOT SIZE 17,500 S.F.

SALT MARSHES OF
THE ISLE OF PALMS



LINE TABLE		
LINE	LENGTH	BEARING
L1	6.81	N15°49'37"E
L2	8.00	N57°08'41"E
L3	9.33	N82°42'38"E
L4	10.77	N23°53'18"E
L5	11.48	N09°23'40"W
L6	9.26	N76°19'10"E
L7	11.44	N07°30'58"E
L8	29.71	S64°11'42"W
L9	29.85	N64°20'51"E
L10	5.65	N26°02'29"W

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

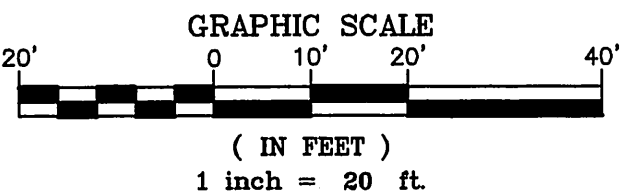
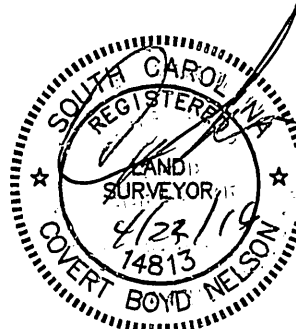
SIGNED BY MATHEW J. SLAGEL 4-21-2016

SIGNATURE DATE
The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.

NOTES & REFERENCES:

- REFERENCE PLAT BY CHARLES F. DAWLEY, JR. DATED OCTOBER 28, 2010.
- THIS SURVEY DOES NOT REFLECT A TITLE SEARCH AND IS BASED ENTIRELY ON THE ABOVE REFERENCED DOCUMENT(S). ANY EASEMENTS OR ENCUMBRANCES OF RECORD NOT SHOWN ON THE REFERENCE PLAT MAY NOT BE SHOWN ON THIS SURVEY.
- CERTIFICATION IS TO THE PARTY/PARTIES FOR WHOM THIS SURVEY WAS PREPARED AND IS NOT TRANSFERABLE TO ANY OTHER INSTITUTIONS OR INDIVIDUALS.
- PROPERTY IS OWNED BY LISA RODGERS ROBERTS AND RICK M. ROBERTS.
- REFERENCE TMS No. 571-05-00-027.
- AS DETERMINED BY GRAPHICALLY SCALING F.E.M.A. F.I.R.M. 45019C 0512 J, DATED NOVEMBER 17, 2004, THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE AE (EL 13). FLOOD ZONE AND BFE MUST BE VERIFIED BY THE PROPER CITY OF ISLE OF PALMS OFFICIAL.
- THIS PROPERTY IS ZONE SR1. ZONING REGULATIONS ARE A LEGAL MATTER, NOT A SURVEY MATTER AND MUST BE VERIFIED BY THE PROPER CITY OF ISLE OF PALMS OFFICIAL.
- THE EXISTING AND PROPOSED LAND USE IS SINGLE FAMILY.
- WATER TO BE SUPPLIED BY IOP WATER AND SEWER COMMISSION.
- SEWER TO BE COLLECTED BY AN ONSITE SEPTIC SYSTEM.
- THIS PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RESERVATIONS AND RESTRICTIVE COVENANTS OF RECORD.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



WATERWAY BLVD. (60' R/W)

EASEMENT DEDICATION:
WE HEREBY DEDICATE THE 10' AND 15' INGRESS/EGRESS EASEMENT FOR THE USE OF THE OWNERS OF LOT 2 AND LOT 2B FOR AS LONG AS NEEDED.

OWNERS

Atlantic
Surveying, Inc.

ATLANTIC SURVEYING, INC.
1058 GARDNER ROAD
CHARLESTON, SOUTH CAROLINA 29407
(843) 763-6669; (843) 766-7411 FAX
www.atlanticsurveying.com

PLAT TO SUBDIVIDE LOT 2, BLOCK F, SECT. BC-2A
(1.11 AC) INTO NEW LOT 2A (0.71 AC.) AND
NEW LOT 2B (0.40 AC.) LOCATED AT
2305 WATERWAY BOULEVARD
IN THE CITY OF ISLE OF PALMS
CHARLESTON COUNTY, SC

NO.	REVISED	DATE	DESCRIPTION
1	REVISION	5/20/16	REVISION TO SUBDIVIDE LOT 2 AND PROPOSED BUILDING/SEPTIC
2	REVISION	4/21/16	REVISION TO ADDRESS CITY COMMENTS

CHECKED	DATE	SCALE
RE/JB	16-03965	1"=20'
DRAWN	FEB. 9, 2016	
WHA		

SHT-NO

SHEET 1 OF 1

OF
LMS

2305 WATERWAY
IOP, SC 29451

KEY

- 18" RCP - NEW PATH
- X - DEMOLITION OLD DRAIN
- NEW DRAIN EASEMENT
- BUILDING SETBACK
- OLD DRAIN EASEMENT

NEW LOT 2B
BLOCK F
SECT. BC-2A
17,647 Sq.Ft.
(0.40 Acres)

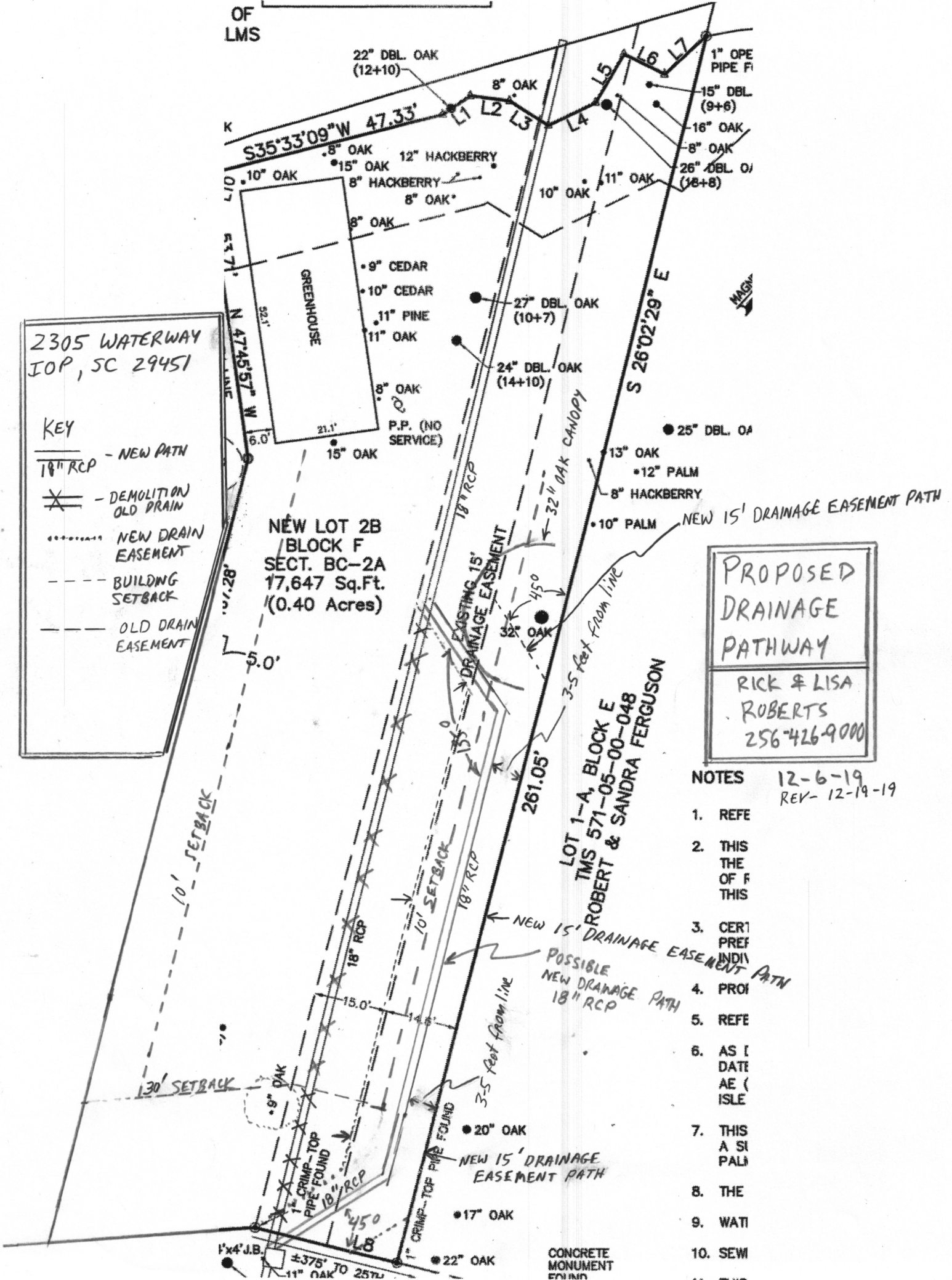
PROPOSED
DRAINAGE
PATHWAY

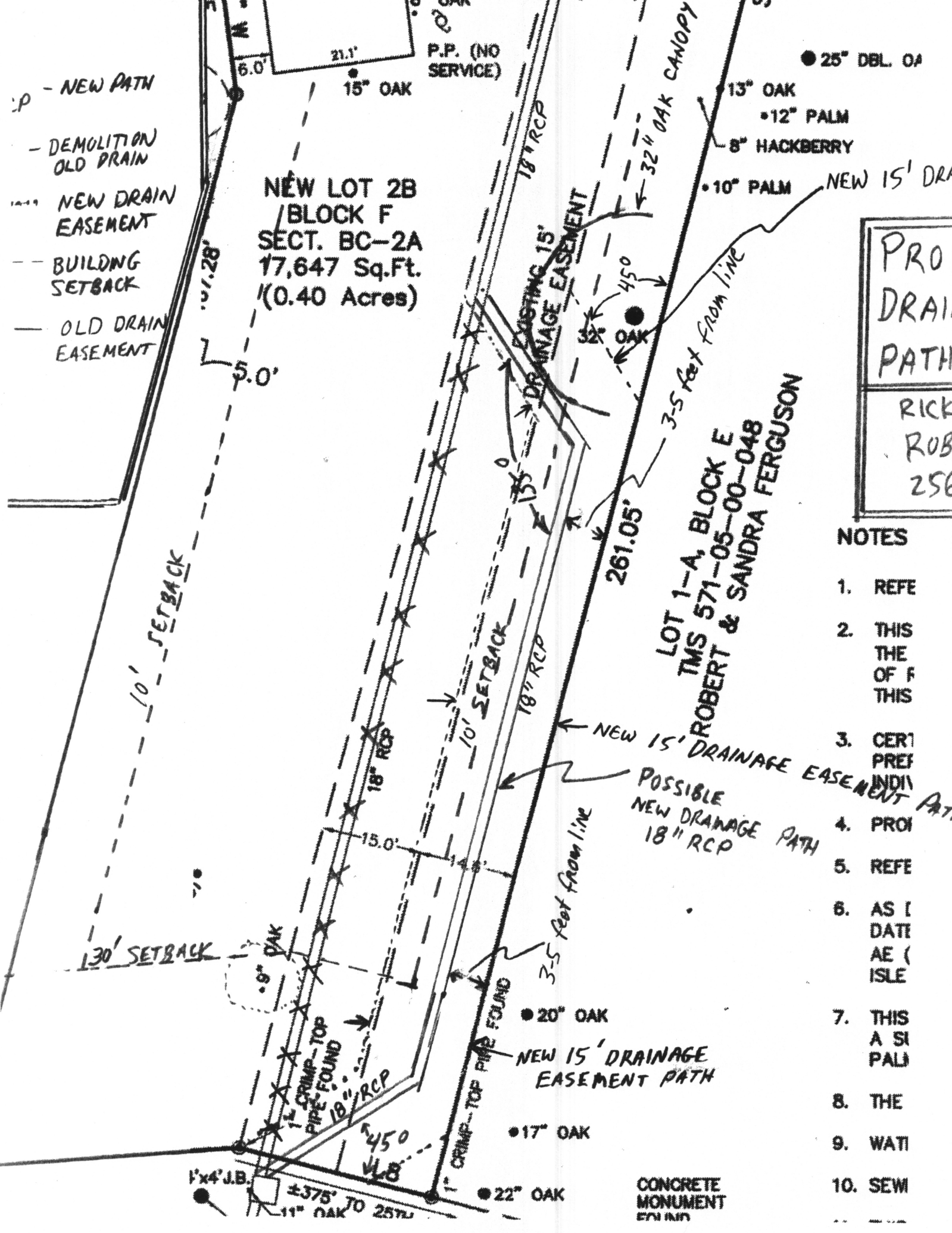
RICK & LISA
ROBERTS
256-426-9000

NOTES

12-6-19
REV- 12-19-19

1. REFE
2. THIS THE OF F THIS
3. CER1 PREF INDIA
4. PROI
5. REFE
6. AS I DATE AE (ISLE
7. THIS A SI PALD
8. THE
9. WATI
10. SEW





PROF
DRAIN
PATH
RICK
ROB
256

NOTES

1. REFE
2. THIS THE OF F THIS
3. CER1 PRE1 IND1 DATA
4. PROJ
5. REFE
6. AS I DATE AE (ISLE
7. THIS A SI PALI
8. THE
9. WATI
10. SEWI