



Special City Council Meeting
5:00 p.m., Tuesday, December 6, 2022
City of Isle of Palms, South Carolina
1207 Palm Boulevard

Public Comment:

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

Agenda

1. **Introduction of the meeting** - Call the special meeting to order and acknowledge that the press and the public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Citizen's Comments** – All comments will have a limit of three (3) minutes.
3. **Special Presentations**
FY22 Audit presentation – Chris Kerr, Veris CPA
4. **Purpose**
 - a. Consideration of First Reading of Ordinance 2022-14 to impose a moratorium on the issuance of new business licenses for short term rentals within the City to allow Council to evaluate the proposed regulations from the Planning Commission and citizen feedback
 - b. Consideration of approval of marina store repairs and improvements
 - c. Consideration of change order request from Quality Enterprises for Phase 3 Drainage Project to add a steel casing and manhole to gravity sewer at 30th Avenue (\$45,153) and conduct pre and post construction video inspection of the gravity sewer at 30th Avenue, Forest Trail and at 41st and Forest Trail (\$19,505) [FY23 Budget, Phase 3 Drainage Project Contingency \$227,082]
 - d. Update on the IOP Connector study
 - e. Consideration of Resolution 2022-12 to temporarily adopt additional rules of order and procedure for conducting meetings for transaction of the City's business
 - f. Consideration of First Reading of Ordinance 2022-15 to amend standing committees

- g. Consideration of nominations and appointments to new standing Committees for 2023
 - Administration – John Bogosian, Scott Pierce, Rusty Streetman
 - Public Safety – Jan Anderson, Blair Hahn, Jimmy Ward
 - Public Services and Facilities – Katie Miars, Rusty Streetman, Kevin Popson
- h. Consideration of nominations and appointment to CARTA Board of Directors – Jimmy Ward
- i. Consideration of nominations and appointment to Charleston Visitors Bureau Board of Directors – Rusty Streetman
- j. Consideration of nominations and appointment to the Charleston, Berkeley, Dorchester Council of Governments – Jan Anderson
- k. Consideration of nominations and appointment to the Environmental Advisory Committee – John Bogosian
- l. Consideration of appointments to City Attorney – Mac McQuillin, Haynsworth Sinkler Boyd
- m. Consideration of appointments to Boards and Commissions

Planning Commission (2-year Terms) Terms expire 12/31/2024	Accommodations Tax Advisory Committee (3-year Terms) Terms expire 12/31/2025	Board of Zoning Appeals (3-year Terms) Terms expire 12/31/2025
David Cohen	Chrissy Lorenz	Ted McKnight
Steven Corney	Chas Akers	Elizabeth Campsen
Sandy Stone	Barb Bergwerf	
	Gloria Clarke	

5. Executive session – If needed.

6. Adjournment

ORDINANCE 2022-14

AN ORDINANCE TO IMPOSE A MORATORIUM ON THE ISSUANCE OF NEW BUSINESS LICENSES FOR SHORT-TERM RENTALS WITHIN THE CITY OF ISLE OF PALMS TO ALLOW CITY COUNCIL TO EVALUATE THE SHORT-TERM RENTAL REGULATIONS RECOMMENDED BY THE PLANNING COMMISSION

WHEREAS, on June 22, 2021, the City Council tasked the Planning Commission to study livability concerns related to short-term rentals, evaluate the implementation of a cap on the number of short-term rental licenses and make policy recommendations to City Council; and

WHEREAS, Planning Commission thoroughly studied livability issues, current and historical rental license data and developed a series of recommendations that seeks to address the increase of short-term rentals in areas that have historically had low numbers, the migration of short-term rentals to areas that have historically had low number of rentals and the impacts to livability of full-time residents; and

WHEREAS, City Council hosted several listening sessions in September 2022 to gather feedback from the community about the proposed regulations on short-term rentals on the island; and

WHEREAS, over the last four months, the City has received several hundred new business licenses applications for short-term rentals, which represents an exponentiation increase in applications; and

WHEREAS, City Council wishes to temporarily pause the issuance of new business licenses for short-term rentals to allow appropriate time to evaluate the policy recommendations from the Planning Commission and the citizen feedback; and **THEREFORE**,

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED:

SECTION 1. The City of Isle of Palms imposes a moratorium, to be effective immediately upon ratification of this Ordinance, on the issuance of new business licenses for short term rentals within the City:

- a. Subject to the exemptions in subsection (b), no application shall be approved for a business license for any residential dwelling taxed at a 6% property tax rate.
- b. Subject to the limitations set forth in subsection (c) excepted from the provisions of subsection (a) are each of the following:
 - i. Renewals of short-term rental licenses for properties that were legally licensed as of [INSERT DATE OF RATIFICATION].
 - ii. New licenses resulting from the transfer of ownership of properties that were legally licensed as short-term rentals as of [INSERT DATE OF RATIFICATION].

- iii. New licenses for a short-term rental for which an application has been filed with the City of Isle of Palms prior to ratification of this Ordinance and that has been deemed sufficient for approval.
- iv. A residential unit for which a building permit for new construction has been issued prior to ratification of this ordinance.
- c. To be exempted from this moratorium, all exceptions listed in subsection (b) must comply with the following requirements:
 - i. Applications must be submitted in a timely manner and must be deemed sufficient and complete for approval by City staff; and

SECTION 2. That should any part of this Ordinance be held invalid by a court of competent jurisdiction; the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this ordinance shall take effect immediately upon ratification and shall expire automatically on [INSERT DATE] unless earlier repealed.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE ____ DAY OF _____ 2022.

Phillip Pounds, Mayor

(Seal)

Attest:

Nicole DeNeane, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____



November 30, 2022

City of Isle of Palms
1207 Palm Blvd
Isle of Palms, SC 29451

RE: **Isle of Palms Marina Store Renovation Scope of Work Proposal**

Dear Mayor Pounds and Isle of Palms City Council:

In connection with that certain Commercial Lease Agreement dated January 4, 2008 (as amended) between The City of Isle of Palms, South Carolina (“Landlord”) and Marina Outpost, LLC (“Tenant”), please accept this letter as a formal request by Tenant on behalf of itself and Morgan Creek Marina, LLC, as the permitted future assignee of Tenant’s leasehold interest under the Commercial Lease Agreement pursuant to Ordinance 2022-05 of the City Council for the City of Isle of Palms.

In accordance with Section 8 of the Commercial Lease Agreement, Tenant hereby requests Landlord’s approval of its intended general contractor in addition to enclosed plans and specifications of its proposed improvements, repairs, and maintenance of Tenant’s leasehold premises located at 50 41st Avenue, Isle of Palms (the Marina Store) in the scope of work generally described and depicted in the following narrative “Proposed Scope of Work” with attached “Exhibit”, and for such approval to inure to the benefit of Tenant and Morgan Creek Marina, LLC:

Isle of Palms Marina Store Renovation

“Proposed Scope of Work”

Demolition:

Existing flooring throughout, as needed
Existing subflooring throughout, as needed
Partition walls as shown in attached “Exhibit”
Wall coverings throughout, as needed

Proposed doorways and cased openings as shown in attached “Exhibit”
Existing retail sales counter
Existing retail and kitchen counters / cabinetry
Existing hand sinks
Existing kitchen triple sink
Existing kitchen hood / exhaust fan / make-up air / ansul system
Electrical / low voltage / plumbing / mechanical fixtures associated with demo scope referenced herein

Repair / Replace:

Floor joists, framing, and support structures, as needed
Electrical throughout, as needed
Mechanical throughout, as needed
Decking and “built-in’s” on deck/patio, as needed

Install / Upgrade:

New subfloor throughout, as needed
New flooring throughout, as needed
New partition wall as shown in attached “Exhibit”
New cased opening to bathroom hallway as shown in attached “Exhibit”
New door frame(s) for dressing room(s) as shown in attached “Exhibit”
New cased opening between kitchen and storage closet as shown in attached “Exhibit”
New door to walk-in cooler as shown in attached “Exhibit”
New retail sales counter(s) as shown in attached “Exhibit”
New FRP wall/ceiling coverings in kitchen and storage areas, as needed
New insulation, drywall, wall coverings, ceilings, lighting in storage room(s), as needed
New HVAC in kitchen area
New HVAC in storage room
New water heater(s), as needed
New 10’ kitchen hood / exhaust fan / makeup air / ansul system
New grease trap and/or grease interceptor, as needed
New triple sink in kitchen
New hand sink(s) and floor sink(s) in kitchen, bathroom(s), and storage area(s), as needed
New washer/dryer unit(s) to be installed in bathroom(s), as needed
New security system
New locks/hardware
New fire sprinkler monitoring system
New framing, doors, windows, electrical, low voltage, plumbing and plumbing fixtures, lighting and light fixtures, surfaces and countertops, hardware, and equipment throughout, as needed

Finishes:

Paint exterior white with navy trim to “match” the adjacent restaurant
Interior paint / trim / countertops and other general finishes throughout, as needed

The Proposed Scope of Work shall also include any additional trades and scope not listed herein that may become necessary to facilitate the above Proposed Scope of Work to a commercially reasonable standard.

Tenant intends to contract with Archer Commercial Construction, LLC, d/b/a "Archer Construction", a locally owned and operated fully licensed General Contractor with extensive experience with commercial construction, particularly commercial renovation projects of this nature. Very importantly, Archer has reserved the bandwidth in its schedule to start this project as soon as practicable and complete it in advance of the spring season.

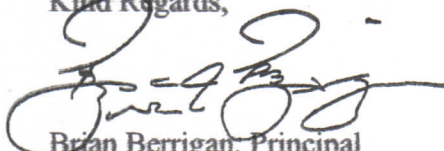
The estimated value of the Proposed Scope of Work contemplated herein, including materials, labor, and overhead is projected to be in excess of \$400,000. This cost could increase or decrease depending on the site conditions that may evolve over the course of the renovation project.

The vision, intent, and overarching goal in undertaking the proposed Scope of Work is to give the Isle of Palms Marina Store much needed updates and upgrades, while striving to maintain the unique character and "soul" of the marina. It is our sincere hope that the finished product will feel exciting and new, without losing any of its nostalgic "island" charm.

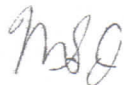
We look forward to allocating substantial energy and resources to this project during this winter "off-season" in order to deliver you and all of our friends and neighbors on Isle of Palms a new and improved Marina Store we can ALL be proud of.

Thank you for your thoughtful consideration, and we look forward to serving you!

Kind Regards,

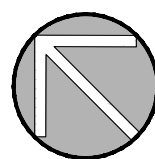
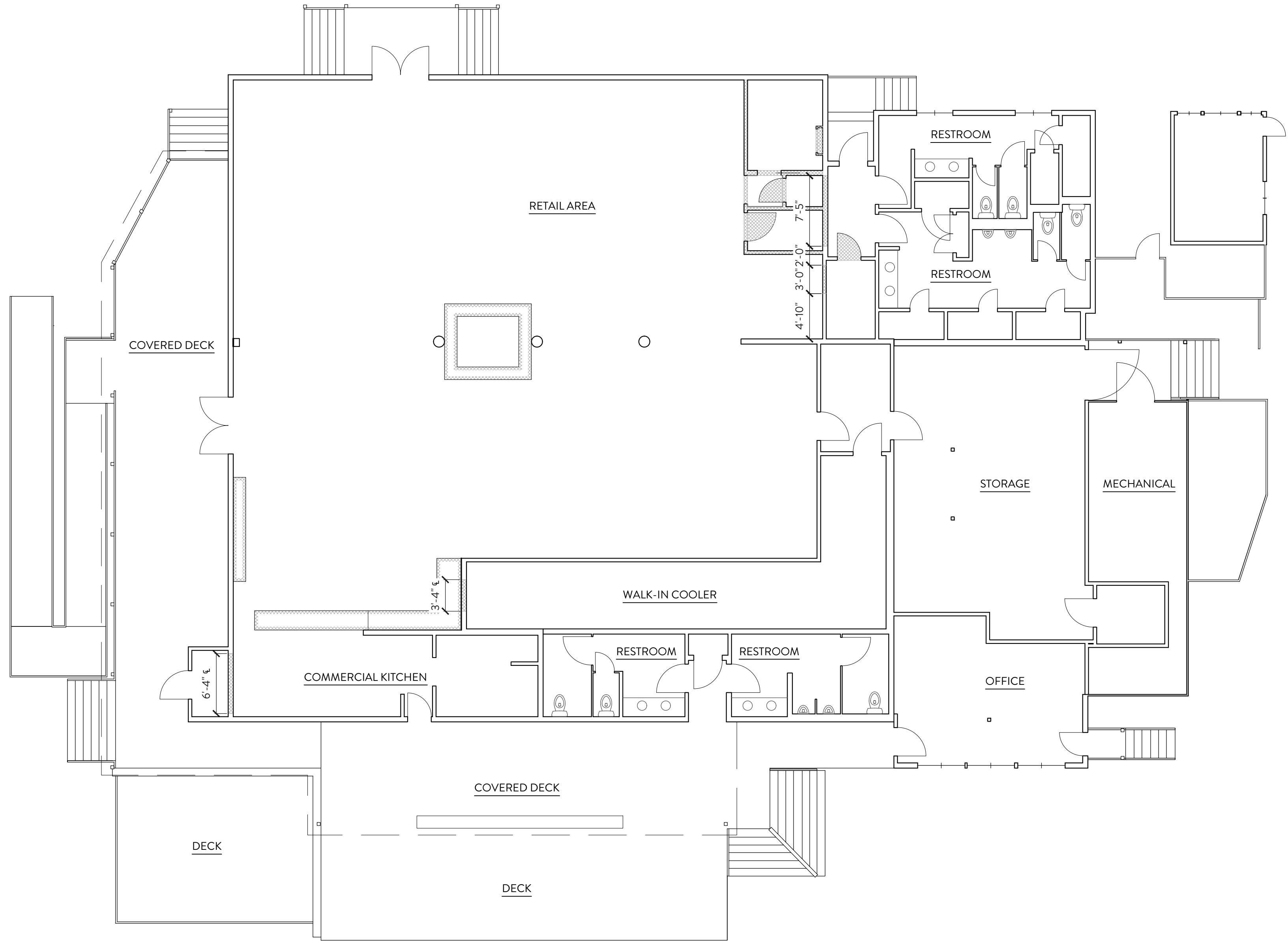


Brian Berrigan, Principal
Marina Outpost, LLC



Mike Shuler, Manager
Morgan Creek Marina, LLC

LEGEND	
	DEMOLITION
	CONSTRUCTION



1 EXISTING FLOOR PLAN
SCALE: 1/8"=1'-0" @ 24"x36" OR 1/16"=1'-0" @ 12"x18"

SHEET TITLE

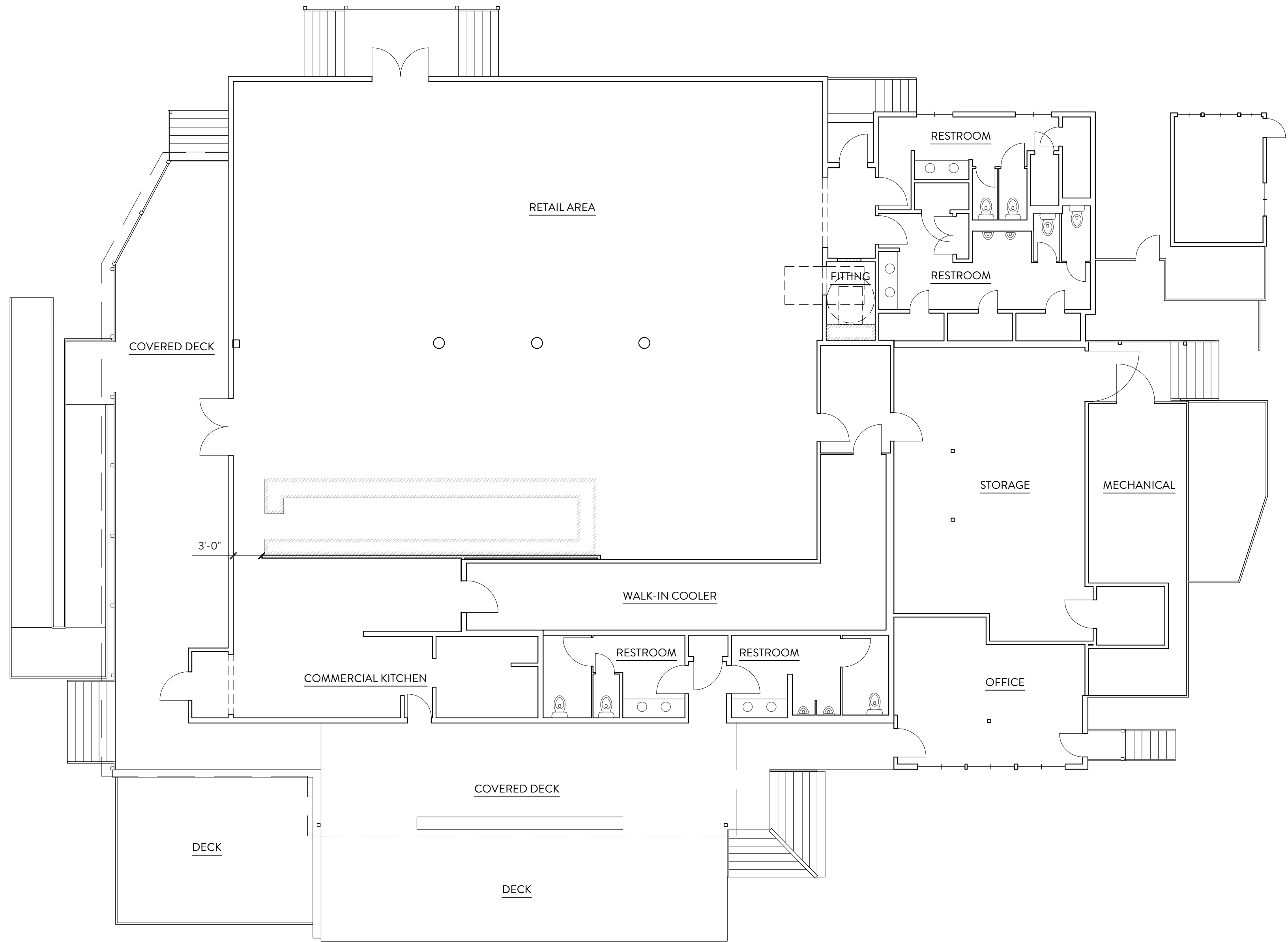
EXISTING
FLOOR PLAN

SHEET #

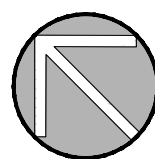
A-101

JOB #: 00000.00
DATE: 11.28.2022
RE: REPAIR/FINISHES

LEGEND	
	DEMOLITION
	CONSTRUCTION



MARINA STORE
5041 ST AVENUE
ISLE OF PALMS
SOUTH CAROLINA



1 PROPOSED FLOOR PLAN
SCALE: 1/8"=1'-0" @ 24"x36" OR 1/16"=1'-0" @ 12"x18"

SHEET TITLE

PROPOSED
FLOOR PLAN

SHEET #

A-102

JOB #: 00000.00
DATE: 11.28.2022
RE: REPAIR/FINISHES

**CONSTRUCTION CONTRACT
CHANGE ORDER**

Project: Phase 3 Drainage Improvements Construction Contract: Contract I
Forest Trail and 30th Avenue Change Order Number: 4
Outfalls
Owner: City of Isle of Palms Date Issued: December 1, 2022
Contract Dated: December 6, 2021
Contractor: Quality Enterprises USA, Inc. Engineer's Project Number: 27670.0004

The Contract is changed as follows:

- Additional work including adding a steel casing and manhole to the gravity sewer at 30th Avenue as requested and approved by IOPWSC.
- At the request of IOPWSC, add pre- and post-construction video inspection of the gravity sewer at 30th Avenue and Forest Trail locations as well as one inspection video of the gravity sewer at 41st Avenue and Forest Trail.

Not valid until signed by the Owner, Engineer, and Contractor.

Adjustments in the Contract Sum:

The original Contract Amount was.....\$ 2,270,822.51
Net change by previously authorized Change Orders\$ 19,793.40
The Contract Amount prior to this Change Order was.....\$ 2,290,615.91
The new Contract Amount will be (**increased**) (~~decreased~~) (~~unchanged~~)
by this Change Order in the amount of\$ 64,658.63
The new Contract Amount including this Change Order will be\$ 2,355,274.54

Adjustments in the Contract Time:

Original Substantial Completion Date 09/30/2022
Sum of Previously Approved Increases and Decreases (151) days
Date of Substantial Completion prior to this Change Order..... 02/28/2023
The Contract Time will be (~~increased~~) (~~decreased~~) (**unchanged**) by (0) days
The date of Substantial Completion as a result of this Change Order therefore is 04/14/2023

ENGINEER RECOMMENDATION

Hillary Aton, P.E.
ENGINEER


SIGNATURE

12/1/22
DATE

CONTRACTOR ACCEPTANCE

CONTRACTOR

SIGNATURE

DATE

OWNER APPROVAL

Desirée Fragoso
OWNER

SIGNATURE

DATE



PROPOSAL

3494 SHEARWATER STREET
NAPLES, FL 34117
(239) 435-7200
FAX (239) 435-7202

Thomas & Hutton

PROPOSAL SUBMITTED TO:

682 Johnnie Dodds Blvd., Suite 100

STREET

Mt. Pleasant, SC 29464

CITY, STATE, ZIP

Hillary Aton, PE

ATTN.:

843-725-5272

PHONE NO.

FAX NO.

October 12, 2022
(rev. 11/21/22)

DATE

QE CO-05b

PROPOSAL #

Ron Augustin

SALES REPRESENTATIVE/PROJECT MANAGER

Phase 3 Drainage Improvements

JOB NAME

City of Isle of Palms, SC

JOB LOCATION

WE PROPOSE hereby to furnish all labor, materials, equipment and services necessary to complete the following:

1. **Description:** (Revised 11/21/22 to eliminate the 8" force main horizontal offset, as requested by the City on 11/18/22. Note that Thomas & Hutton shall evaluate and ensure adequate space for the proposed sanitary sewer and manhole without the force main horizontal deflection that is being eliminated.) Additional/modified utility work at 30th Avenue as requested by the City, based on plan revision files 30th Avenue Outfall Plan Revision #3 (8/10/2022) and 30th Avenue Plan Revision #4 (8/18/22). (Note that structure production is currently estimated by CP&P at 6-8+ weeks, Submittal for Sanitary MH structure is provided for approval).

Time: Request extension of 90 day(s) to the contract completion date.

Cost:

Item No.	Description	Unit	Quantity	Unit Price	Extension
	GENERAL CONDITIONS				
---	Construction Staking/Layout	LS	1	\$1,823.00	\$1,823.00
---	Maintenance of Traffic	LS	1	\$2,773.00	\$2,773.00
---	Dewatering	LS	1	\$12,970.00	\$12,970.00
	FORCE MAIN HORIZONTAL OFFSET				
---	8" Force Main Horizontal Offset	LS	N/A	(Deleted)	(Deleted)
	SANITARY SEWER				
---	8" Sewer Main Replacement	LF	40	\$307.00	\$12,280.00
---	18" Steel Casing	LF	40	\$258.00	\$10,320.00

CUSTOMER – SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. – SIGNATURE & DATE

---	Sewer Manhole	EA	1	\$6,130.00	\$6,130.00
---	Underground Utilities Coordination	LS	N/A	(Deleted)	(Deleted)
	WATER MAIN HORIZONTAL OFFSET				
---	8" Water Main Horizontal Offset	LS	1	\$2,880.00	\$2,880.00
---	Eliminate 8" Gate Valve (Credit)	EA	1	-\$3,233.00	-\$3,233.00
---	Eliminate 8" 11.25 Degree Bend (Credit)	EA	1	-\$369.00	-\$369.00
---	Eliminate 12"x8" Tee (Credit)	EA	1	-\$421.00	<u>-\$421.00</u>
<i>Subtotal for Item #1</i>					<i>\$45,153.00</i>

TOTAL FOR CHANGE ORDER PROPOSAL #05b \$45,153.00 <i>Total Contract Extension for this Change Order Proposal = 90 day(s)</i>
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CUSTOMER – SIGNATURE & DATE

QUALITY ENTERPRISES USA , INC. – SIGNATURE & DATE

CONDITIONS

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THESE CONDITIONS AND THE WRITTEN PROPOSAL ATTACHED HERETO ARE INEFFECTIVE. THESE CONDITIONS AND THE PROPOSAL ATTACHED HERETO ARE REFERRED TO HEREFTER AS THE "AGREEMENT". THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT OF THE PARTIES. ALL PRIOR DISCUSSIONS AND AGREEMENTS ARE MERGED HEREIN. THIS AGREEMENT, ANY CHANGE ORDERS, WAIVER, OR MODIFICATION OF THIS AGREEMENT SHALL NOT BE BINDING UNLESS IN WRITING AND SIGNED BY A CORPORATE OFFICER OF QUALITY ENTERPRISES USA, INC. ("CONTRACTOR"). ALL CHANGE ORDERS SHALL BE SUBJECT TO THESE CONDITIONS.
2. "MATERIALS" SHALL INCLUDE ALL EQUIPMENT, MATERIALS, PRODUCTS, AND PARTS SUPPLIED PURSUANT TO THIS AGREEMENT. NO WARRANTY OF MERCHANTABILITY, FITNESS, OR OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY SHALL APPLY TO MATERIALS PROVIDED BY CONTRACTOR. Contractor's liability with regard to defective labor shall be limited to repairs to or replacement of property improperly installed, serviced or directly damaged by Contractor. In no event shall Contractor be liable for consequential or special damages, such as lost profits, or for transportation, installation, adjustment, remediation of environmental contamination, cleanup of spillage of hazardous materials as hereinafter defined, or other expenses which may arise in connection with the materials, installation or other service provided pursuant to this Agreement. Further, in no event shall Contractor's liability arising out of the work, installation, service and materials described in this Agreement exceed \$10,000.00. Notwithstanding the foregoing, Contractor assigns to Customer the right to enforce against any manufacturer of materials any warranty provided by the manufacturer of the materials.
3. Once signed by a corporate officer of Contractor and by Customer, this Agreement shall constitute a legally binding agreement. Due to the uncertainty of prices of materials and equipment, prices quoted are those currently in effect. Prices may be significantly higher at time of delivery and, if so, such increase shall be added to the contract price. If such increases are unacceptable to Customer, Customer may elect to cancel this Agreement.
4. Contractor's review of any specifications, drawing, or take-offs is for the convenience of the Customer, and Contractor gives no warranty of fitness for particular purpose and shall not be liable or responsible (i) for any errors or inconsistencies contained in said specifications, drawings, or take-offs, (ii) for failure to accurately interpret said specifications, drawings, or take-offs, or (iii) to provide proper materials pursuant to said specifications, drawings, or take-offs. Customer is solely responsible for determining if the materials proposed herein meet Customer's requirements.
5. Contractor shall not be responsible for loss or damage to materials while in transit on any carrier not owned by Contractor.
6. On underground tank installation, Customer shall supply water for hold-down product (at least 98% of tank's capacity) at job site at time tank is set in excavation.
7. This Agreement does NOT include: (1) Removal and/or replacement of underground objects encountered during excavation, including but not limited to rock and utilities. Any unforeseen underground conditions, e.g. water, rock, electric, telephone, water lines, or other utilities, disposal of contaminated soils or materials, running sands, and/or other obstacles will be handled at an additional cost to the Customer on a time and material basis (2) Removal and disposal of any liquids in tanks: assume price of \$0.75/gallon or \$450.00, whichever is greater, assuming the liquid contains no hazardous or contaminated materials as defined herein. (3) Removal and disposal of contaminated soil or material. (a) If contaminated soil, material or free product is encountered, Contractor will discuss a plan of action with Customer. Customer should be present during excavation. (b) Customer is responsible for all contamination encountered during the removal of underground tanks, as well as spillage which normally occurs during the excavation and tank removal process. (c) Contaminated soil will be disposed of and additional clean fill material supplied, at additional cost and only at the direction of the Customer. Disposal cannot begin until additional lab results are received. (4) Removal and/or disposal of any sludge from tanks. If Customer authorizes, Contractor will dispose at additional cost. (5) Disposal of tanks lined with epoxy or fiberglass. (6) Working with hazardous materials. Disposal is based on all soil and materials not being hazardous or contaminated, the latter terms describing substances or conditions that (i) are subject to regulation by federal, state or local authority, including without limitation regulation in their handling or storage; or (ii) have been deemed to be harmful to human health by any federal, state or local authority; these terms include without limitation petroleum products and other hydrocarbons. (7) Engineering and/or surveying-layout. (8) Permits: An additional charge of the cost of the permit(s) plus 20% will be charged. (9) Plans, site check, site assessment, corrective action or other response activities required by federal, state or local regulation, other than the physical removal of the tank. Customer shall be responsible for all plans, response or remediation reports, studies and actions. (10) Bonds of any kind or nature – the cost of the bond(s) plus 20% will be charged. (11) Sales, use, or other taxes imposed on the service and materials provided hereunder, and/or Contractor's equipment. Customer shall pay all such taxes. (12) Cost to Contractor of disposing well point water off-site.

CUSTOMER – SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. – SIGNATURE & DATE

8. If Contractor determines that soil or other material is contaminated, Contractor may stop work, and Customer shall be responsible for 100% of the costs attributable to the work performed until such stoppage, including without limitation labor performed, materials purchased, equipment rented, and reasonable overhead and profit. Any further work performed by Contractor shall be performed on terms acceptable to Customer and Contractor.

9. It is the Customer's responsibility to submit an Underground/Above Ground Storage Tank notification form to the proper government authorities and to conduct all other site check, site assessment, or corrective action. Contractor will assist Customer if requested.

10. Customer grants to Contractor a first priority security interest in all materials delivered hereunder to secure payment in full. Customer shall execute such documents as Contractor may request to perfect its security interest. Contractor shall have the right, in addition to all others it may have, at any time Contractor deems itself insecure for payment or Customer defaults, to withhold shipments in whole or in part, to stop work (without further obligation to Customer, and to recover Contractor's costs to date, reasonable overhead, and profit), recall materials in transit, retake same and repossess all materials which may be stored with Contractor or stored or installed with Customer, without notice or court proceeding. Customer consents that all materials so recalled, retaken or repossessed shall become the absolute property of Contractor. Customer shall receive ten days' notice of sale (which may be public or private) of such materials and credit for the resale price, less costs of sale. This does not release the Customer from full liability under this Agreement.

11. Forbearance or failure of Contractor to enforce any of these Conditions or to exercise any right accruing on any default by Customer shall not waive or impair Contractor's rights hereunder, nor shall such forbearance or failure be deemed a waiver of Contractor's rights in case of other or future defaults by Customer.

12. Deliveries are subject to availability of materials at the time specified for delivery. Contractor shall have no liability for delays caused by unavailability of materials, strikes, fire or other events beyond the control of Contractor.

13. All claims against Contractor based on this Agreement the labor or service performed, or materials supplied hereunder, must be made by the Customer to Contractor in writing within 10 days after the breach or claim was or should have been discovered, whichever is earlier. Failure to give such notice within such time shall constitute a waiver of such claim, and Contractor shall not be liable therefore. Any suit brought based on this Agreement, the labor or service performed, or materials supplied hereunder shall be brought within one year of substantial completion of the work provided for herein, or such claim shall be forever barred.

14. Terms: Net 15 days upon completion with progress payment due net 15 days following invoice date; interest: 18% annual percentage charged following 15 days from date of invoice. Customer shall pay all of Contractor's reasonable costs and/or attorney fees incurred as a result of any breach by Customer.

15. This Agreement shall be governed and construed according to the laws of Florida without regard to its choice of law provisions. In the event of any dispute hereunder other than collection by Contractor, the parties shall first mediate the dispute through a mutually acceptable mediation service, or if none, then through Public Adjudication Center of Duke University Law School, and then, if necessary, arbitrated in accordance with the rules of the American Arbitration Association. Such mediation and arbitration shall take place in Naples, Florida.

WHEN EXECUTED BY THE CUSTOMER AND QUALITY ENTERPRISES USA, INC.'S CORPORATE OFFICER, THIS PROPOSAL WILL CONSTITUTE A BONAFIDE CONTRACT BETWEEN THE PARTIES, SUBJECT TO ALL TERMS AND CONDITIONS ON ALL PAGES INCLUDED IN THIS PROPOSAL AND ANY WRITTEN ADDITION THERETO.



PROPOSAL

3494 SHEARWATER STREET
NAPLES, FL 34117
(239) 435-7200
FAX (239) 435-7202

Thomas & Hutton

PROPOSAL SUBMITTED TO:

682 Johnnie Dodds Blvd., Suite 100

STREET

Mt. Pleasant, SC 29464

CITY, STATE, ZIP

Hillary Aton, PE

ATTN.:

843-725-5272

PHONE NO.

FAX NO.

October 24, 2022
(rev. 11/30/22)

DATE

QE CO-06b

PROPOSAL #

Ron Augustin

SALES REPRESENTATIVE/PROJECT MANAGER

Phase 3 Drainage Improvements

JOB NAME

City of Isle of Palms, SC

JOB LOCATION

WE PROPOSE hereby to furnish all labor, materials, equipment and services necessary to complete the following:

1. **Description:** Additional utility work for pre-construction and post-construction video inspection of the sanitary sewer pipeline at 30th Avenue and Forrest Trail, as requested by the City. Cleaning and inspection work will be conducted by the City's preferred service provider. ES Integrated will provide a (3) man crew with equipment to perform cleaning and post inspection of (2) lines at each location. Pipelines will be cleaned as necessary for video inspection requirements. The lengths of pipe for inspection will include within the defined project areas and extend 10' past the project work area limits. *(As requested, revised to include preconstruction only video inspection of existing conditions of additional sewer main outside of work area, located on 41st Avenue at Forest Trail/Wildwood Drive, from MH#1 to MH#2.)*

Time: Request extension of 14 day(s) to the contract completion date.

Cost:

Item No.	Description	Unit	Quantity	Unit Price	Extension
PRE-CONSTRUCTION – 30 TH AVENUE AND FORREST TRAIL LOCATIONS <i>(Revised to include 41st Avenue at Forest Trail/Wildwood Drive)</i>					
SUB - ES INTEGRATED					
---	Camera Van and (3) man crew	HR	10	\$325.00	\$3,250.00
---	Camera Van and (3) man crew - OT	HR	2	\$400.00	\$800.00
---	Combo Truck	HR	12	\$150.00	\$1,800.00
---	Safety Supplies	SHIFT	1	\$125.00	\$125.00
---	Support Truck	SHIFT	1	\$175.00	\$175.00

CUSTOMER – SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. – SIGNATURE & DATE

---	Fuel Surcharge 15%	LS	1	\$922.50	\$922.50
---	CONTRACTOR				
---	Project Manager	HR	4	\$150.00	\$600.00
---	Superintendent labor, support	HR	12	\$125.00	\$1,500.00
---	Maintenance of Traffic, (2) Flaggers	HR	12	\$120.00	\$1,440.00
---	Contractor's Fee - OH&P	LS	1	\$707.25	\$1,060.88

POST-CONSTRUCTION – 30TH AVENUE AND FORREST TRAIL LOCATIONS

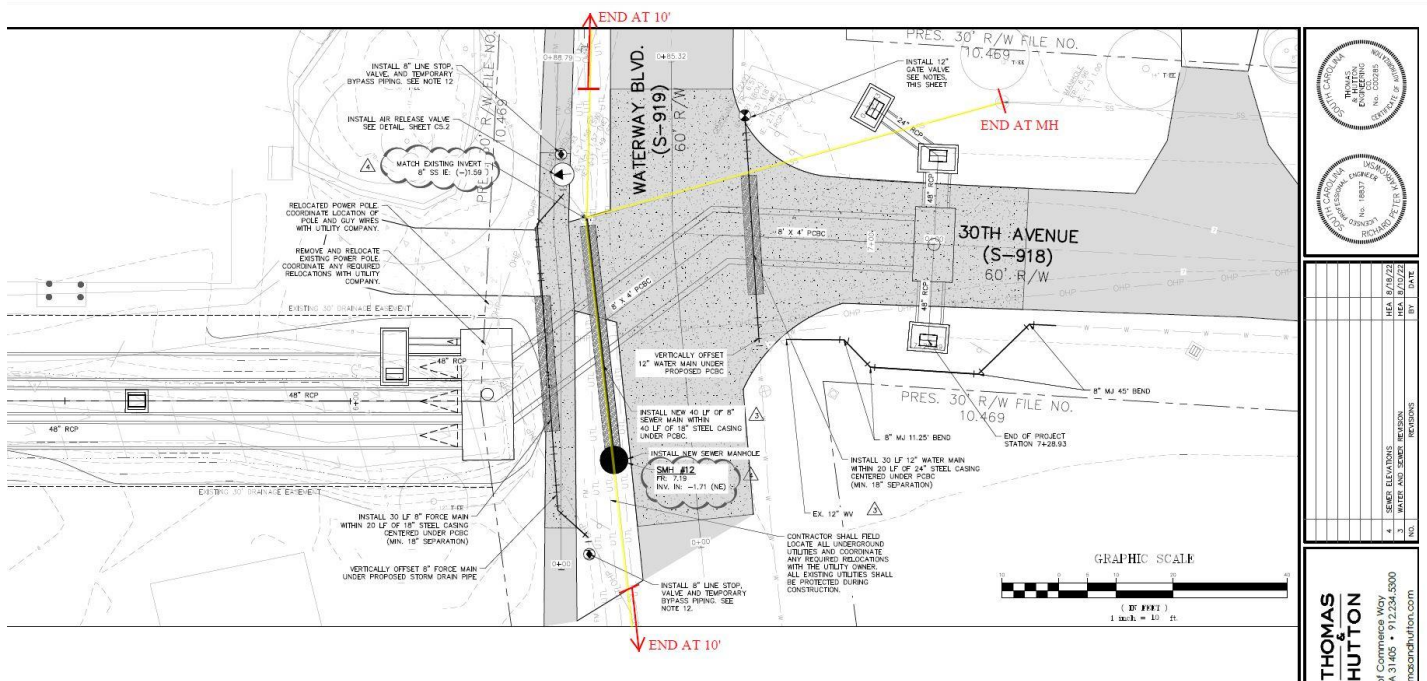
SUB - ES INTEGRATED

---	Camera Van and (3) man crew	HR	8	\$325.00	\$2,600.00
---	Combo Truck	HR	8	\$150.00	\$1,200.00
---	Safety Supplies	SHIFT	1	\$125.00	\$125.00
---	Support Truck	SHIFT	1	\$175.00	\$175.00
---	Fuel Surcharge 15%	LS	1	\$615.00	\$615.00
---	CONTRACTOR				
---	Project Manager	HR	3	\$150.00	\$450.00
---	Superintendent labor, support	HR	8	\$125.00	\$1,000.00
---	Maintenance of Traffic, (2) Flaggers	HR	8	\$120.00	\$960.00
---	Contractor's Fee - OH&P	LS	1	\$707.25	<u>\$707.25</u>

Subtotal for Item #1 \$19,505.63

TOTAL FOR CHANGE ORDER PROPOSAL #06 \$19,505.63

Total Contract Extension for this Change Order Proposal = 14 day(s)



CUSTOMER – SIGNATURE & DATE

QUALITY ENTERPRISES USA, INC. – SIGNATURE & DATE



ES Integrated
1629 Meeting Street Road
Charleston, SC 29405
843-722-0062
vince.dawkins@envirosmart.us

DATE
10/24/22

BILL TO

Ron Augustin
Quality Enterprises
raugustin@geusa.com

ES Integrated solves operational facility challenges with a focus on Environmental, Industrial, and Construction Services.

Cleaning/Video Inspection- Pre Inspection

ES Integrated will provide a (3) man crew with equipment to perform cleaning and pre inspection of (3) lines with camera. ES Integrated is not aware of the material or length of the line. If the job scope changes, a change order must be signed by both parties acknowledging the change of scope and price before resuming work.

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Camera Van and (3) man crew	10	HRS	\$ 325.00	\$ 3,250.00
Camera Van and (3) man crew-OT	2	HRS	\$ 400.00	\$ 800.00
Combo Truck	12	HRS	\$ 150.00	\$ 1,800.00
Safety Supplies	1	Shift	\$ 125.00	\$ 125.00
Support Truck	1	Shift	\$ 175.00	\$ 175.00
Fuel Surcharge 15%	1	%		\$ 922.50

Assumptions:

Overtime Hours 5:00pm to 7:00am
Friday thru Sunday will be billed at Overtime
This estimate is for one (1) day of service. If the project should exceed the duration of one (1) ten hour day, a change order must be agreed upon for a price increase.
ES Integrated must receive a PO before beginning the project.
Project will be billed Portal to Portal

Quote Total \$ 7,072.50



ES Integrated
1629 Meeting Street Road
Charleston, SC 29405
843-722-0062
vince.dawkins@envirosmart.us

DATE
10/24/22

BILL TO

Ron Augustin
Quality Enterprises
raugustin@geusa.com

ES Integrated solves operational facility challenges with a focus on Environmental, Industrial, and Construction Services.

Cleaning/Video Inspection- Post Inspection

ES Integrated will provide a (3) man crew with equipment to perform cleaning and post inspection of (2) lines with camera. ES Integrated is not aware of the material or length of the line. If the job scope changes, a change order must be signed by both parties acknowledging the change of scope and price before resuming work.

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Camera Van and (3) man crew	8	HRS	\$ 325.00	\$ 2,600.00
Combo Truck	8	HRS	\$ 150.00	\$ 1,200.00
Safety Supplies	1	Shift	\$ 125.00	\$ 125.00
Support Truck	1	Shift	\$ 175.00	\$ 175.00
Fuel Surcharge 15%	1	%		\$ 615.00

Assumptions:

Overtime Hours 5:00pm to 7:00am
Friday thru Sunday will be billed at Overtime
This estimate is for one (1) day of service. If the project should exceed the duration of one (1) ten hour day, a change order must be agreed upon for a price increase.
ES Integrated must receive a PO before beginning the project.
Project will be billed Portal to Portal

Quote Total \$ 4,715.00

RESOLUTION NO. 2022-12

A RESOLUTION TO TEMPORARILY ADOPT ADDITIONAL RULES OF ORDER AND
PROCEDURE FOR CONDUCTING STANDING COMMITTEES AND WORKSHOP
MEETINGS IN ORDER TO INCREASE EXPEDIENCY FOR TRANSACTION OF THE
CITY'S BUSINESS.

WHEREAS, Title 1, Chapter 3 of the City Code provides the rules of order and procedure for City Council meetings and standing committee meetings; and

WHEREAS, pursuant to Sec. 1-3-25, City Council may from time to time by resolution adopt such additional rules as may be expedient for the transaction of its business; and

WHEREAS, City Council finds it to be in the best interest of the residents of the City to conduct efficient and effective meetings and wishes to temporarily implement a revised standing committee and workshop meetings structure on a trial basis in order to determine whether the combined and revised meeting structure will increase Council's expediency in transacting City business; and

WHEREAS, at the end of the trial period, City Council will determine whether to permanently adopt new rules of order and procedure for the revised standing committees and workshop meetings or to revert back to the use of the regular standing committee meetings.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2022 that the City of Isle of Palms, South Carolina hereby temporarily adopt additional rules of order and procedure for conducting standing committee and workshop meetings, as set forth in Exhibit A, attached hereto and incorporated herein by reference, commencing on January 1, 2023 and expiring on December 31, 2023; and

BE IT FURTHER RESOLVED that the Mayor and City Council hereby temporarily suspend the order of business for regular City Council meeting agendas set forth in Section 1-3-10 of the City Code and use the proposed order of business for regular City Council meeting agendas set forth in Exhibit A.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS,
SOUTH CAROLINA, ON THE ____ DAY OF _____, 2022.

Phillip Pounds, Mayor

Nicole DeNeane, City Clerk

EXHIBIT A

Rules of Order and Procedure for Conducting Workshop Meetings

The City Council may hold informal workshop sessions to discuss matters of interest to the City Council, to receive informal reports and to discuss matters to be considered at regular or special meetings. Workshop sessions will take place two weeks ahead of the regular Council meeting. A quorum of Council members shall be required to conduct the workshop. No final official action shall be taken at any workshop session and votes may only be taken to recommend moving matters to the Council agenda for action at the next Council meeting. Workshops must be noticed as Special City Council meetings, will be open to the public and subject to the Freedom of Information Act.

Revised standing committee meetings will be held as needed or when assigned a specific task by City Council. All committees shall consist of three (3) members and all Councilmembers shall be appointed to at least one (1) committee.

The standing committees and workshops will be livestreamed and recorded, and minutes will be taken. Citizen's comments along with written comments submitted prior to the meeting will be heard and received at the appropriate time on the agenda.

Proposed Standing Committees and their respective areas of responsibilities are as follows:

The standing committees and their respective areas of responsibility are as follows:

1. **Administration Committee** – The Administration Committee, which shall consist of three (3) members. The Committee's duties are to:
 - a. Assist the City Administrator, if requested, in the preparation of budget estimates for costs related to personnel management; and
 - b. Review personnel management policies, wage scales, and benefits regarding all City employees and make recommendations to City Council as appropriate; and
 - c. Assist the City Administrator in the annual employee evaluation process by:
 - i. Reviewing and recommending to City Council approval of Employee Performance Evaluation methods developed by the City Administrator and department managers; and
 - ii. Developing and recommending to City Council approval of the method of the City Administrator's annual performance evaluation; and
 - iii. Preparing summary data regarding the results of the annual employee performance evaluation and recommending to City Council any proposed revisions regarding personnel; and
 - d. Serve as the hiring committee to fill a vacancy in the City Administrator position. The Chairman of the Personnel Committee shall serve as Chairman of the Hiring Committee; and
 - e. If requested, assist City Council in screening, interviewing and recommending candidates for appointments to boards and commissions of the City; and
 - f. If requested, assist City Council in screening, interviewing, and recommending candidates for appointment of City Attorney; and
 - g. Investigate and report to City Council regarding any petitions and other matters referred to it by City Council.

2. **Public Safety Committee** – The Public Safety Committee, which shall consist of three (3) members. The Committee’s duties are to:
 - a. If requested, assist the City Administrator in the preparation of the annual expense budget for the Police and Fire Departments; and
 - b. Review policies and procedures regarding the Police and Fire Departments and make recommendations as appropriate; and
 - c. Review policies and procedures related to traffic and transportation infrastructure, emergency management and code compliance; and
 - d. Examine into and report upon all petitions referred to them by the Mayor and Council.
3. **Public Facilities and Services** – The Public Facilities and Services Committee, which shall consist of three (3) members. The Committee’s duties are to:
 - a. If requested, assist the City Administrator in the preparation of the annual expense budget for the Public Works and Recreation Department and for the operation and maintenance of the real property owned, leased or controlled by the City and make recommendations to City Council; and
 - b. Review policies and procedures regarding the Public Works Department, including sanitation services, garbage and debris collection, stormwater management, environmental, energy and resource conservation programs and make recommendations as appropriate; and
 - c. Review policies and procedure regarding Recreation Department related to recreational facilities, activities and programs and make recommendations as appropriate; and
 - d. Review requests for streetlights and periodically review the street lighting system within the City; and
 - e. Work to provide recreational opportunities for all citizens and report to City Council on the condition of the recreation center and the activities of the Recreation Department; and
 - f. Review policies and procedures regarding the use and maintenance of all real property owned, leased or controlled by the City and make recommendations to City Council as appropriate; and
 - g. Monitor and review all existing or proposed leases of real property owned or to be leased by the City; and
 - h. Examine and report upon all petitions and other matters referred to it by the Mayor and City Council.

Council Workshop agenda

1. Call to Order
2. Citizen Comments
3. Special Presentations
4. Dashboard - high level review of City operations, staffing, etc.
5. Departmental Reports - Department heads provide departmental highlights.
6. Strategic Plan - Policy Initiatives and Priorities
 - a. Livability (Real Property, Public Safety, Recreation)

- b. Environmental (Real Property, Public Works)
 - c. Public Services (Public Safety, Public Works, Personnel, Recreation)
 - d. Other Items for discussion
- 7. Financial Review (Ways and Means)
 - a. Financial statements
 - b. Procurement
- 8. Capital Projects Update
- 9. Legislative Report
- 10. Adjournment

City Council –Agenda

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Citizen’s Comments
- 4. Special Presentations
- 5. Approval of previous meeting’s minutes
- 6. Old Business
- 7. New Business
- 8. Boards and Commissions Report
- 9. Ordinances, Resolutions and Petitions
- 10. Executive Session – if needed
- 11. Adjournment

ORDINANCE 2022-15

AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 3, PROCEDURES, COMMITTEES, ORDINANCES AND USE OF CODE, ARTICLE B, STANDING COMMITTEES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO TEMPORARILY AMEND STANDING COMMITTEES FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED:

SECTION 1. That Section 1-3-36, "Committee meetings," Paragraph (a), "Regular meetings," is hereby temporarily amended as follows from January 1, 2023 through December 31, 2023.

Sec. 1-3-31 Membership; appointment; responsibilities:

- A. All committees shall consist of three (3) members selected from the Mayor and Council. Workshop meetings shall consist of the Mayor and the other Councilmembers.
- B. All Councilmembers shall be appointed to at least one (1) committee and shall serve on such committee, unless the Councilmember refuses such appointment. If a Councilmember refuses such appointment, then the Councilmember shall have no right to require appointment to a different committee.
- C. Standing committees shall meet as needed or when assigned a specific task by City Council.
- D. The standing committees and their respective areas of responsibility are as follows:
 1. **Administration Committee** – The Administration Committee, which shall consist of three (3) members. The Committee's duties are to:
 - a. Assist the City Administrator, if requested, in the preparation of budget estimates for costs related to personnel management; and
 - b. Review personnel management policies, wage scales, and benefits regarding all City employees and make recommendations to City Council as appropriate; and
 - c. Assist the City Administrator in the annual employee evaluation process by:
 - i. Reviewing and recommending to City Council approval of Employee Performance Evaluation methods developed by the City Administrator and department managers; and

- ii. Developing and recommending to City Council approval of the method of the City Administrator's annual performance evaluation; and
 - iii. Preparing summary data regarding the results of the annual employee performance evaluation and recommending to City Council any proposed revisions regarding personnel; and
 - d. Serve as the hiring committee to fill a vacancy in the City Administrator position. The Chairman of the Personnel Committee shall serve as Chairman of the Hiring Committee; and
 - e. If requested, assist City Council in screening, interviewing and recommending candidates for appointments to boards and commissions of the City; and
 - f. If requested, assist City Council in screening, interviewing, and recommending candidates for appointment of City Attorney; and
 - g. If requested, assist in the development of public information and programs aimed at enhancing citizen engagement; and
 - h. Investigate and report to City Council regarding any petitions and other matters referred to it by City Council.
2. **Public Safety Committee** – The Public Safety Committee, which shall consist of three (3) members. The Committee's duties are to:
- a. If requested, assist the City Administrator in the preparation of the annual expense budget for the Police and Fire Departments; and
 - b. Review policies and procedures regarding the Police and Fire Departments and make recommendations as appropriate; and
 - c. Review policies and procedures related to traffic and transportation infrastructure, emergency management and code compliance; and
 - d. Examine into and report upon all petitions referred to them by the Mayor and Council.
3. **Public Facilities and Services** – The Public Facilities and Services Committee, which shall consist of three (3) members. The Committee's duties are to:
- a. If requested, assist the City Administrator in the preparation of the annual expense budget for the Public Works and Recreation Department and for the operation and maintenance of the real property owned, leased or controlled by the City and make recommendations to City Council; and
 - b. Review policies and procedures regarding the Public Works Department, including sanitation services, garbage and debris collection, stormwater management, environmental, energy and resource conservation programs and make recommendations as appropriate; and
 - c. Review policies and procedure regarding Recreation Department related to recreational facilities, activities and programs and make recommendations as appropriate; and

- d. Review requests for streetlights and periodically review the street lighting system within the City; and
- e. Work to provide recreational opportunities for all citizens and report to City Council on the condition of the recreation center and the activities of the Recreation Department; and
- f. Review policies and procedures regarding the use and maintenance of all real property owned, leased or controlled by the City and make recommendations to City Council as appropriate; and
- g. Monitor and review all existing or proposed leases of real property owned or to be leased by the City; and
- h. Examine and report upon all petitions and other matters referred to it by the Mayor and City Council.

SECTION 2. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2022.

Phillip Pounds, Mayor

(Seal)
Attest:

Nicole DeNeane, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____