



**Special City Council – Workshop**  
5:00 p.m., Tuesday, June 13, 2023  
Council Chambers  
1207 Palm Boulevard, Isle of Palms, SC

**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](mailto: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. **Call to Order** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Citizens' Comments** – Citizens must state their name and address. All comments will have a time limit of three (3) minutes.
3. **Special Presentations**
4. **Dashboard of City Operations** [Pg. 4]
5. **Departmental Reports** [Pgs. 5-22]
6. **Strategic Plan Policy Initiatives and Priorities**
  - Mission Statement: To be the most sustainable, family-friendly beach community in South Carolina.*
  - Vision Statement: To be a welcoming, environmentally conscious and resilient coastal community committed to enhancing the quality of life for those who come here to live, work and play.*
  - a. **Livability**
    - i. Discussion of recommendation from the Public Safety Committee to defer action on a new noise ordinance until the City receives noise study report from Wild Dunes Resort and to consider hiring a noise consultant and/or city planner to advise the City on noise policy [Pgs.23-29]
    - ii. Discussion of Ordinance 2023-02 to regulate e-bikes and battery assisted motorized skateboard on the beach [Pgs. 30-32]
    - iii. Discussion of 2022 final report of short-term rentals and 2023 year to date short-term rental licenses issued [Pgs. 33-36]
  - b. **Environmental**



- i. Discussion of beach erosion between 100 and 500 Ocean Boulevard, City's General Permit application for minor dune restoration and proposed amendments to the City Code to allow property owners to construct hard erosion control structures landward of OCRM's jurisdiction and critical area [Pgs. 37-40]
- ii. Discussion of recommendation from the Planning Commission to approve proposal from Seamon & Whiteside for the development of a Sea Level Rise Adaptation Plan [Pgs. 41-52]

**c. Public Services**

- i. Update on RFP process to hire a parking vendor for the island for 2024 beach season [Pg. 53]
- ii. Discussion of timeline of the Waterway Boulevard Pedestrian Path Elevation Project and options [Pg. 54]
- iii. Discussion of recommendation from the Public Services & Facilities Committee to approve proposal from Applied Technology Management for the engineering design and permitting of marina dredging project [Pgs. 55-89]

**d. Personnel**

Discussion of Ordinance 2023 – 09 to clarify position of City Attorney and to include provisions for the appointment of City Prosecutor [Pgs.90-92]

**e. Other items for discussion**

- i. Discussion of Ordinance 2023 – 10 to authorize the City to enter into an intergovernmental agreement related to the South Carolina Local Revenue Services, to participate in one or more local revenue service programs, to execute and deliver one or more participant program supplements and other matters [Pgs. 93-115]
- ii. Discussion and consideration of 2023 surfing lessons application from Kai Dilling, Sol Surfers [Pgs. 116-117]
- iii. Discussion of Lowvelo Reception on June 22, 2023

**7. Financial Review**

Financial Statements and Project Worksheets [Pgs. 118-124]

**8. Procurement**

- a. Approval of purchase of 16 ballistic vests for Fire Department personnel in an amount not to exceed \$28,000 to be funded by the \$150,000 approved allocation to enhance emergency response and beach safety [Pg. 125]
- b. Approval of purchase of four tide valves for Merritt Boulevard (two valves), Driftwood Lane and Carolina Boulevard in an amount of \$35,520 to be funded by drainage contingency [Pgs. 126-147]

**9. Capital Projects Update [Pgs. 148-150]**



- a. Phase 3 Drainage – Outfalls at 30<sup>th</sup>, 36<sup>th</sup> and 41<sup>st</sup> Avenue
- b. Comprehensive Drainage Masterplan
- c. Public Dock Rehabilitation and Marina Bulkhead and Boardwalk
- d. Marina Dredging

## **10. Legislative Report**

## **11. Miscellaneous**

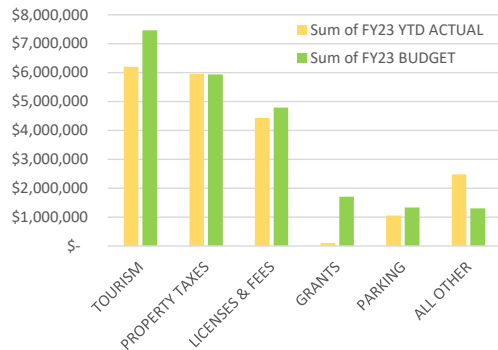
## **12. Adjournment**

# City of Isle of Palms Operations Dashboard

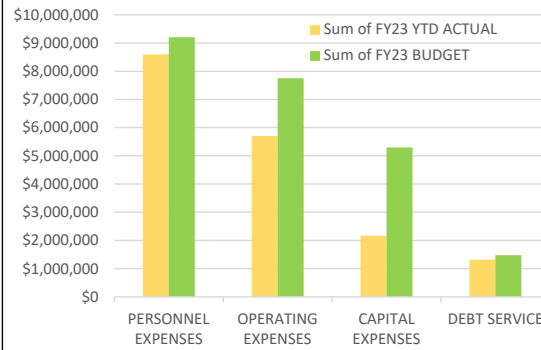
May 2023

4

### City Revenues by Category



### City Expenses by Category



### Personnel Vacancies

Type	City Hall	Police	Fire	Pub Wks	Rec
Full-time	1 Building Lic Clerk	1 Code Enfor		1 CDL	
Part-time		9 BSOs			

### Upcoming Community Events

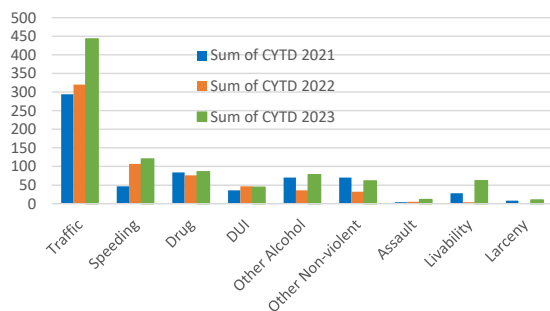
**Farmers Market**  
**Thursday, June 15, 4-7pm at the Recreation Center**

**Community Overdose Prevention & Narcan Training**  
**Tuesday, June 27, 6-7pm at the Public Safety Building**

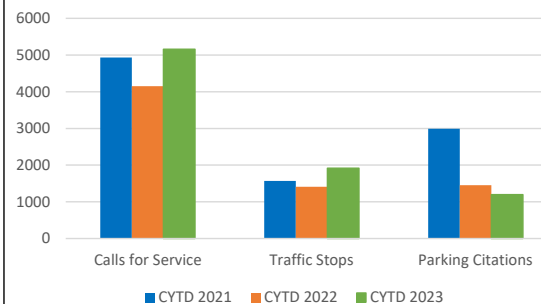
**Coffee with the Mayor**  
**Friday, June 30, 9-10am at City Hall**

**IOP Beach Run**  
**Saturday, July 29, 8am at Front Beach**

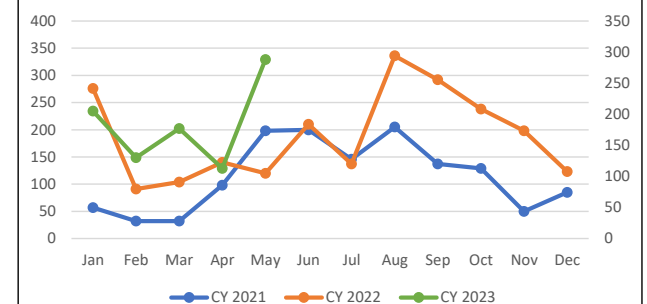
### Police Department Charges



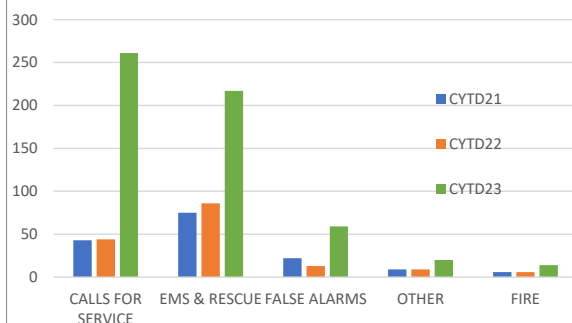
### Other Police Actions



### Municipal Court Docket - # of Cases

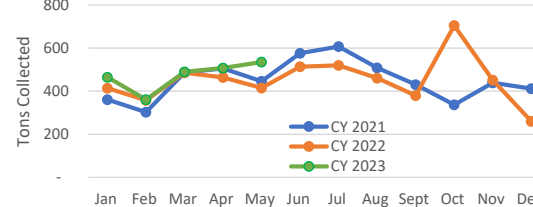


### Fire Department Calls By Type



**Total Calls Jan 2021 - May 2023:**  
**Resident 37% Non-resident 63%**

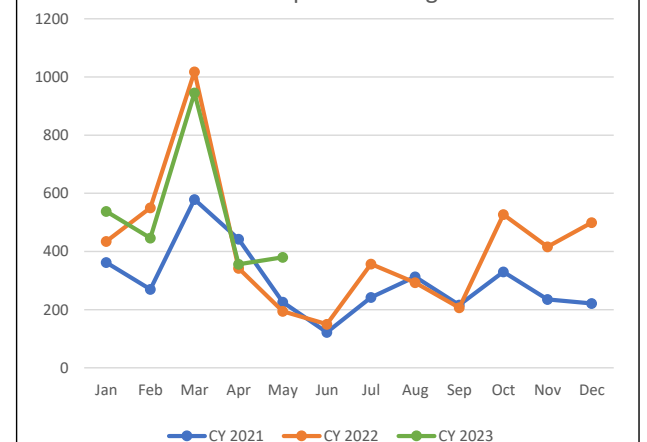
### Public Works Garbage & Yard Debris



### Building Department

	CY21 (12 mos)	CY22 (12 mos)	CY23 (5 mos)
Construction Value Permitted	\$108 M	\$144 M	\$27 M
New Homes Permitted	49	46	6
STR License by <i>LICENSE YEAR</i>	1,403	1,805	1,633

### Recreation Department Registrations







# ISLE OF PALMS POLICE DEPARTMENT

## MONTHLY REPORT

### MAY 2023



### SIGNIFICANT DEPARTMENTAL ACTIONS

Incidents of interest in May include 77 arrests, 507 traffic stops, 3 weapon charges, 21 drug related charges, 186 traffic citations, and 10 arrests for driving under the influence.

The Mount Pleasant Chamber of Commerce awarded eight Isle of Palms Police Officers with the Medal of Valor for their outstanding service related to the shooting incident on April 7, 2023.

ACTIVITY SUMMARY	MAY 2023	YTD 2023	MAY 2022	YTD 2022
Calls for Service	1453	5160	1251	4152
Incident Reports	130	447	95	328
Traffic Collisions	14	43	10	39
Traffic Stops	507	1918	387	1409
Bicycle Stops	2	2	0	5
Golf Cart Stops	16	31	11	16
Marine Calls for Service	2	7	7	20
Arrests	77	268	56	193
State Law Violations	243	765	187	576
City Ordinance Violations	22	100	1	5
Warning Citations	348	1384	263	1064
Parking Citations	609	1194	679	1455
Isle of Palms Warrants Served	17	50	13	25
Criminal Investigations-Cases Opened	19	52	5	39
Criminal Investigations-Cases Closed	5	11	5	14
Training Hours	35	1711	242	592
Coyote Sightings	5	29	8	17
Beach Wheel Chairs Issued	10	17	6	18
REPORTS BY OFFENSE TYPES	MAY 2023	YTD 2023		
DUI	10	44		
Other Alcohol Offense	16	52		
Arson/Suspicious Fire	0	0		
Rape/Sexual Assault	0	2		
Assault	4	23		
Indecent Exposure	0	0		
Harassment	1	1		
Drug Incident	26	130		
Homicide/Manslaughter	0	0		
Traffic	49	144		
DUS	22	69		
Robbery	0	1		
Burglary	2	4		
Theft from Motor Vehicle	1	2		
Motor Vehicle Theft	2	3		
Larceny	4	16		
Fraud	6	16		
Suicide (Actual or Attempted)	0	2		
Vandalism	1	6		
Weapon Law Violations	2	13		
All Other Offenses	60	155		
<b>TOTAL</b>	<b>206</b>	<b>683</b>		

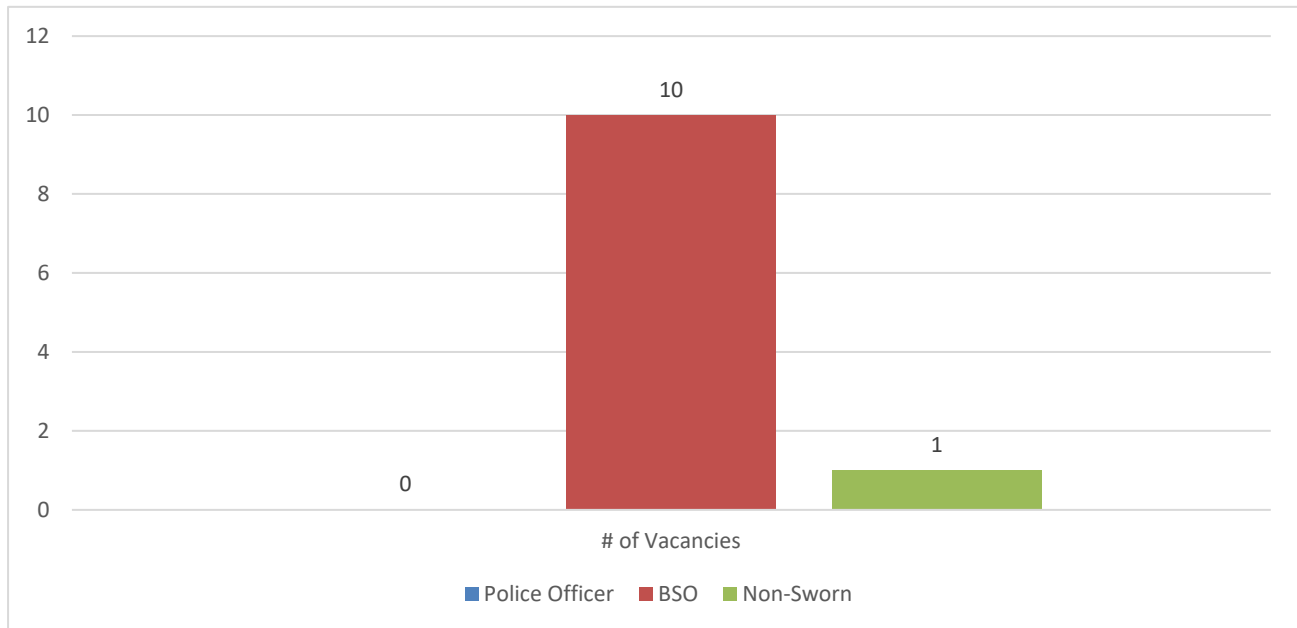
CHARGES	MAY 2023	YTD 2023	MAY 2022	YTD 2022
Murder	0	0	0	0
Assault	0	7	1	3
Domestic Violence	2	4	0	2
Public Disorderly	6	12	5	16
Burglary	3	5	0	0
Possession of Stolen Vehicle	0	0	0	0
Grand Larceny	1	1	0	0
All Other Larceny	1	3	1	1
Fraud	0	1	0	0
Gun Violation	3	11	4	6
Drug Violations/Sale/Manufacture/ Distribution/Etc.	4	12	7	8
Possession of Controlled Substance	2	5	2	4
Other Drug Possession Methamphetamine/ Cocaine/Cocaine Base/Ecstasy/MDMA/Etc.	0	3	1	3
Simple Possession of Marijuana/Possession 1 oz. or less	15	51	12	44
Drug Equipment Violation	0	15	3	17
Vandalism/Damage to Property	0	1	0	0
Driving Under Suspension	22	69	6	39
Driving Under Influence	10	44	18	47
Other Alcohol Violation	26	78	10	36
Speeding	39	120	20	107
Other Traffic Related	122	368	111	281
Golf Cart Violation	3	6	0	0
Moped Violation	0	0	0	0
Marine Violation	0	0	0	0
Resisting/Hindering/Assaulting Public Official or Police Officer	1	5	0	2
False Information to Police	0	1	0	1
Failure to Stop for Police/Evade/Elude	1	2	0	0
Animal Violation	9	30	1	2
Noise Violation	1	2	0	1
Littering	0	2	0	0
Indecent Exposure	0	0	0	0
Business License	7	28	0	1
All Other Charges	4	29	0	7
<b>TOTAL</b>	<b>282</b>	<b>915</b>	<b>202</b>	<b>628</b>



## ISLE OF PALMS POLICE DEPARTMENT MONTHLY REPORT MAY 2023



### Police Department Vacancies

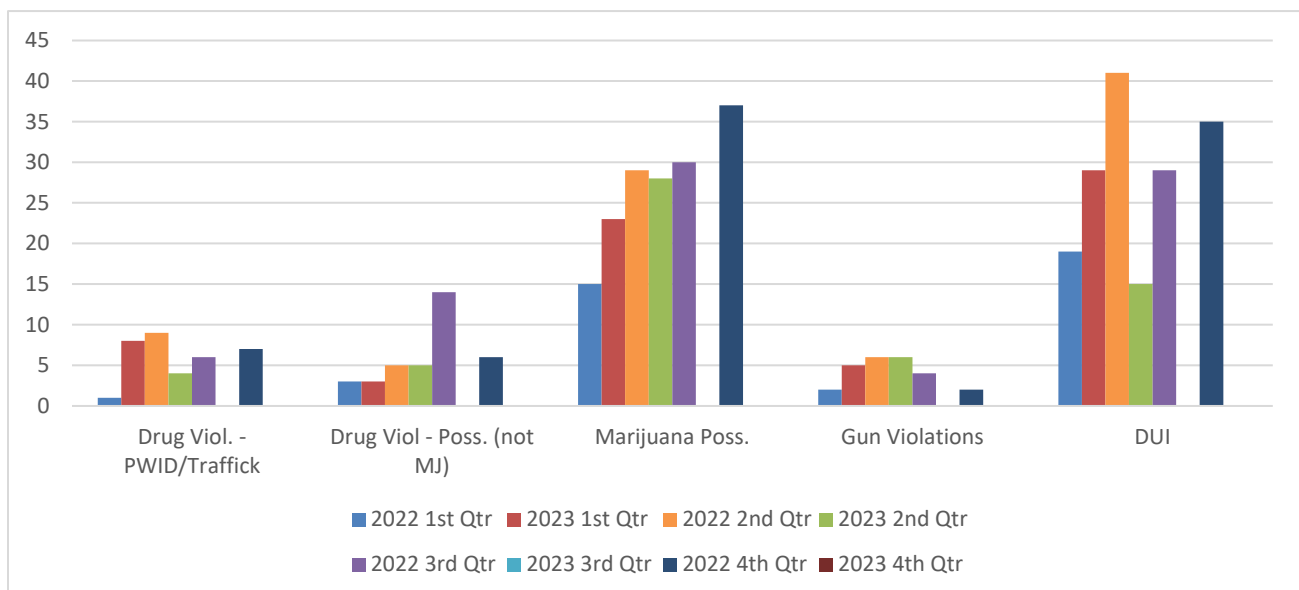


**Sworn Vacancies – Fully Staffed**

**Beach Service Officer Vacancies – 50% (10 Beach Services)**

**Non-Sworn Vacancies – 12.5% (1 Part Time Code Enforcement)**

### Drug, Gun, and DUI Charge Trend

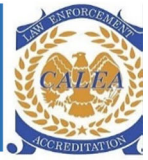




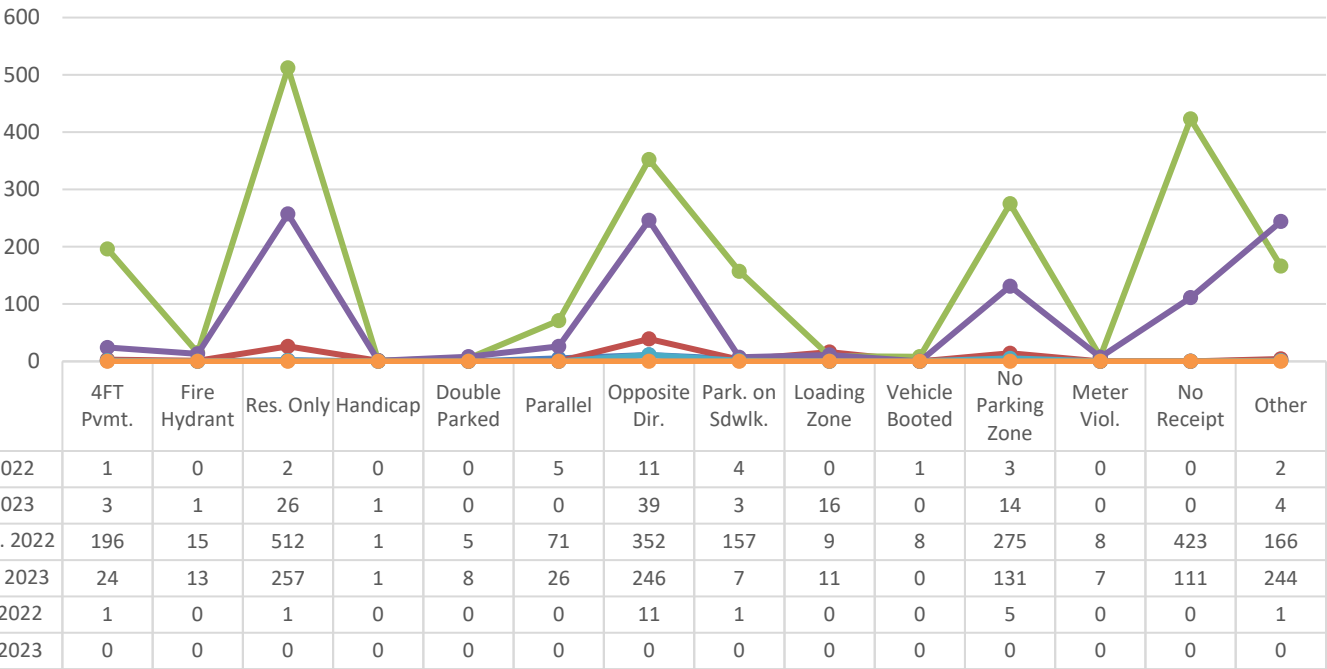
# ISLE OF PALMS POLICE DEPARTMENT

## MONTHLY REPORT

### MAY 2023

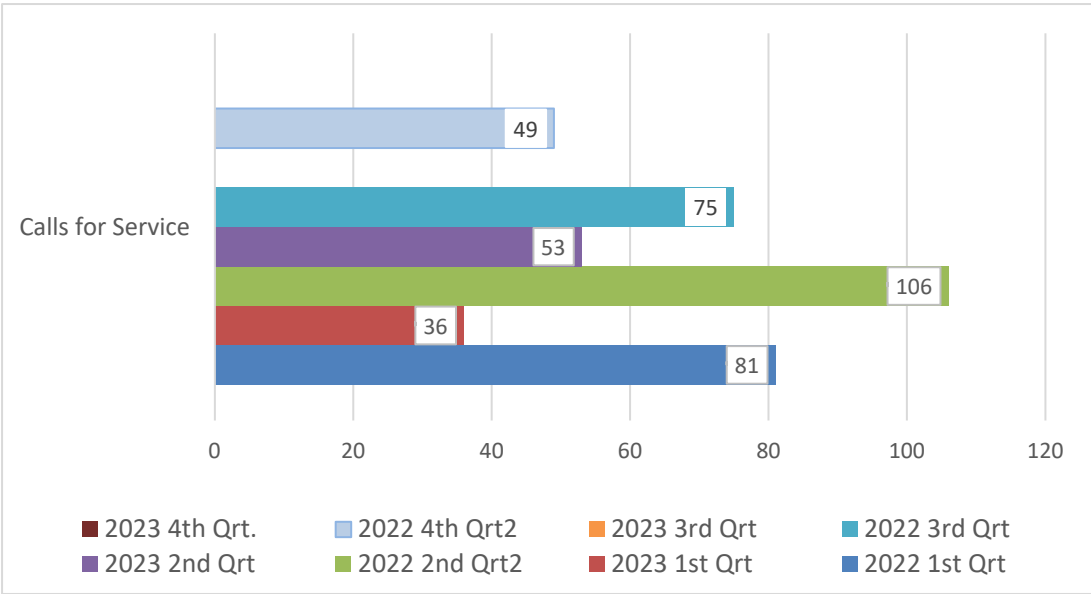


### Parking Citations by Violation



Jan/Feb 2022 Jan/Feb 2023 Mar - Oct. 2022 Mar - Oct 2023 Nov/Dec 2022 Nov/Dec 2023

### Animal Control Calls for Service

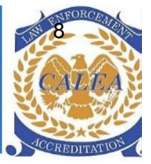




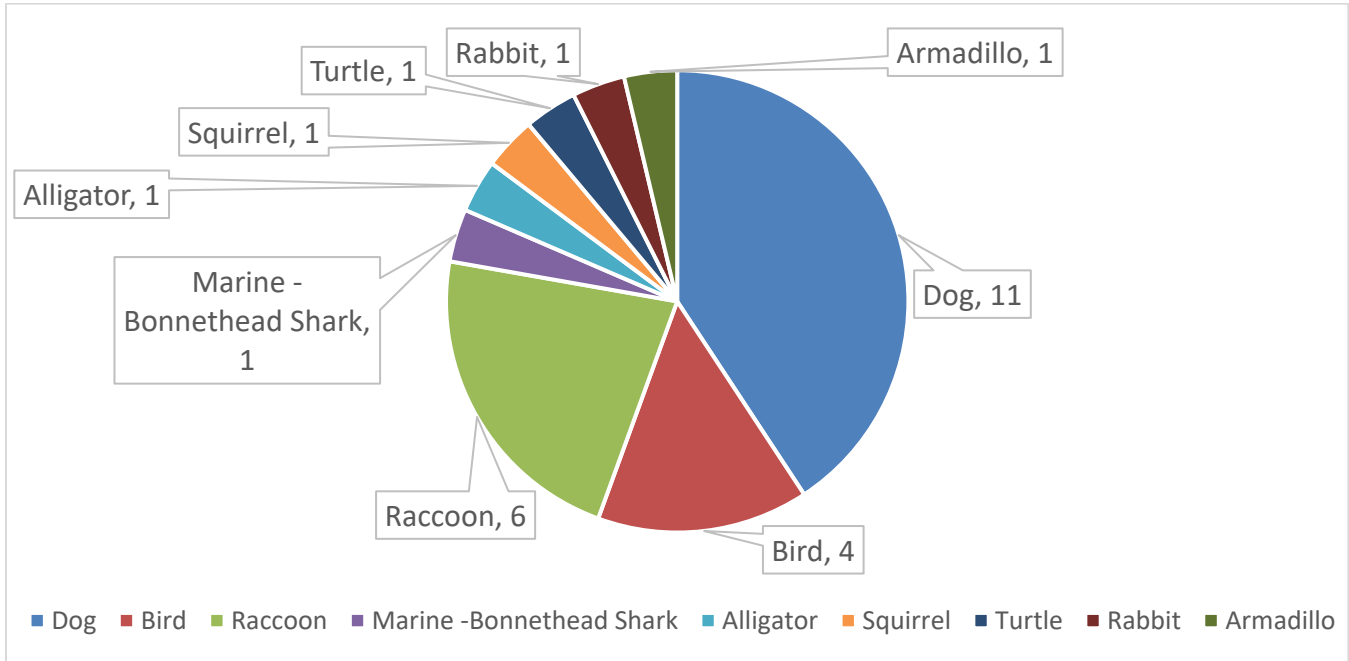
# ISLE OF PALMS POLICE DEPARTMENT

## MONTHLY REPORT

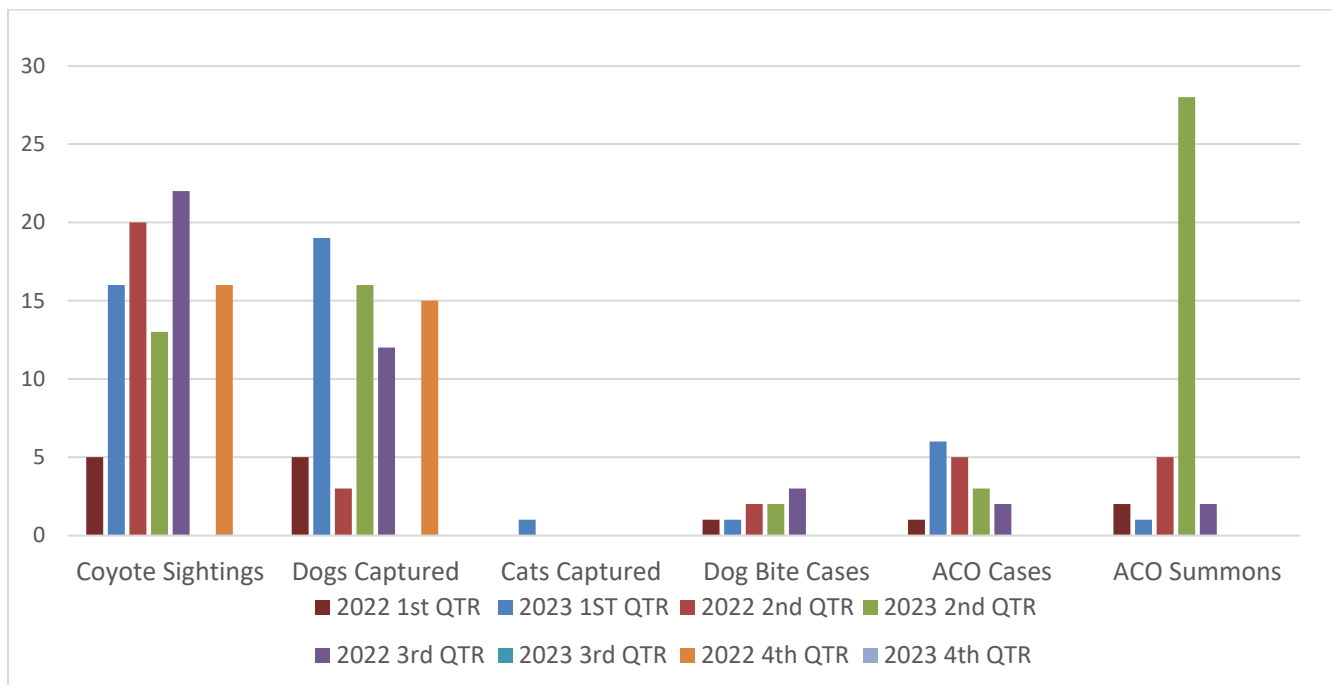
### MAY 2023



## Animal Control Calls by Animal Type

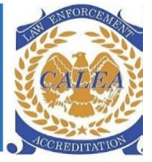


## Animal Control Statistics





## ISLE OF PALMS POLICE DEPARTMENT MONTHLY REPORT MAY 2023

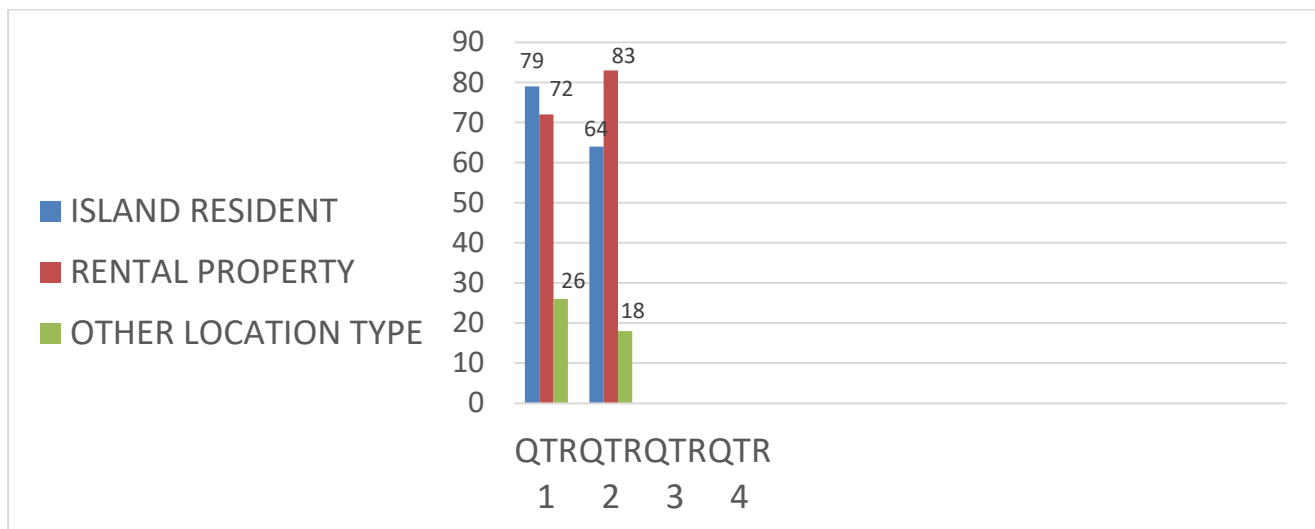


### Livability Statistics

LIVABILITY COMPLAINTS	ISLAND RESIDENT	RENTAL PROPERTY	OTHER LOCATIONS	TOTAL COMPLAINTS
NOISE	9	17	9	35
BARKING DOG	0	0	0	0
DOG AT LARGE	2	0	0	2
FIREWORKS	1	0	0	1
UNKEMPT LOTS	1	0	0	1
RIGHT-OF-WAY OBSTRUCTION	0	0	0	0
BUSINESS LICENSE	4	3	0	7
RENTAL PROPERTY VIOLATIONS	0	3	0	3
SHORT TERM RENTAL OCCUPANCY VIOLATIONS	0	0	0	0
SHORT TERM RENTAL VEHICLE LIMIT VIOLATIONS	0	0	0	0
ROLL CART VIOLATIONS	27	37	0	64
<b>TOTAL</b>	<b>44</b>	<b>60</b>	<b>9</b>	<b>113</b>
<b>% BY CATEGORY</b>	<b>39%</b>	<b>53%</b>	<b>8%</b>	

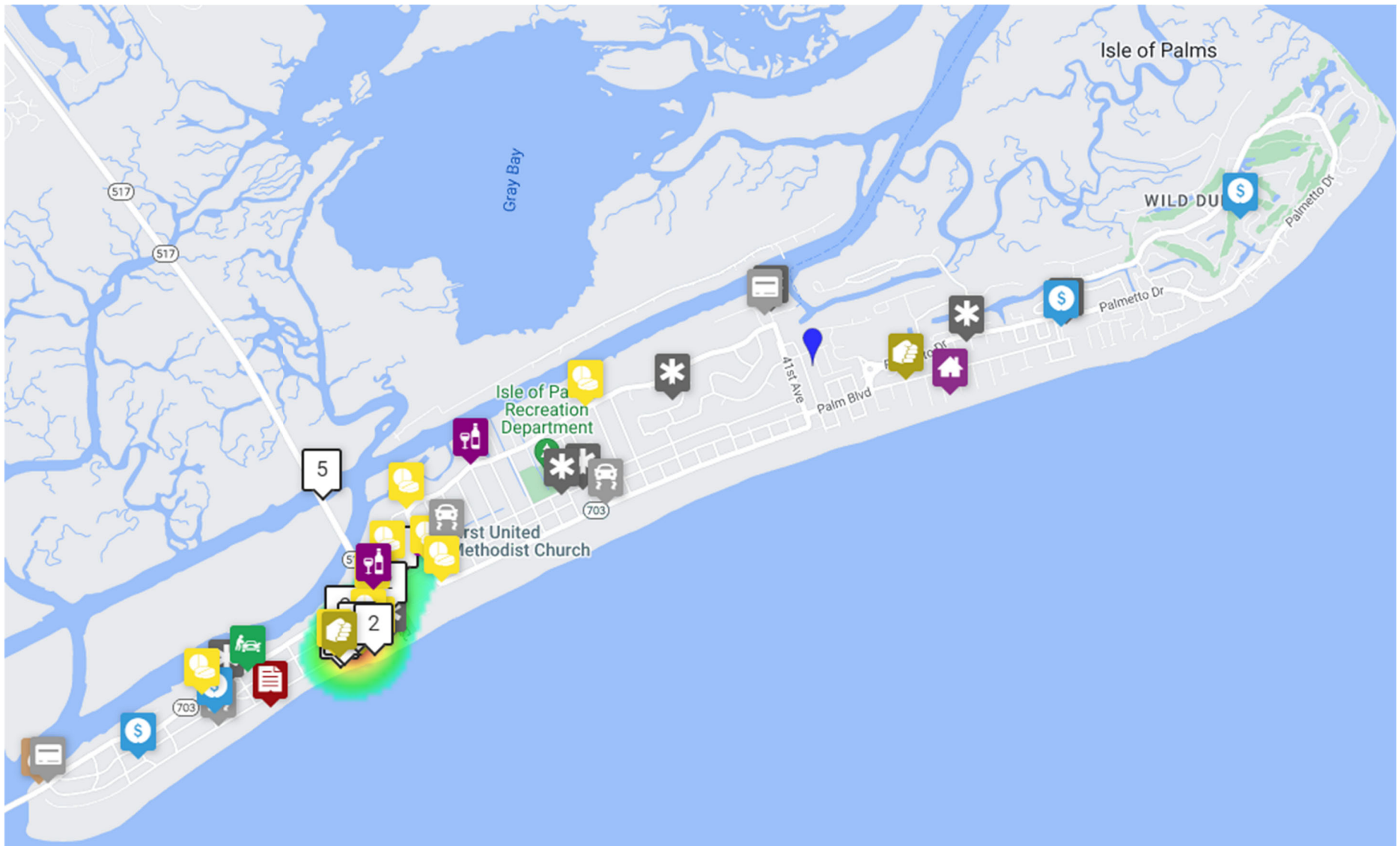
CITATIONS	WARNINGS	UNFOUNDED	COMPLAINT DISPOSITION
1	15	19	35
0	0	0	0
0	2	0	2
0	0	1	1
0	1	0	1
0	0	0	0
7	0	0	7
0	0	3	3
0	0	0	0
0	0	0	0
6	58	0	64
<b>14</b>	<b>76</b>	<b>23</b>	<b>113</b>
<b>12%</b>	<b>67%</b>	<b>20%</b>	

### Livability Complaint by Property Type



# INCIDENT REPORT DENSITY/HEAT MAP MAY 2023

10

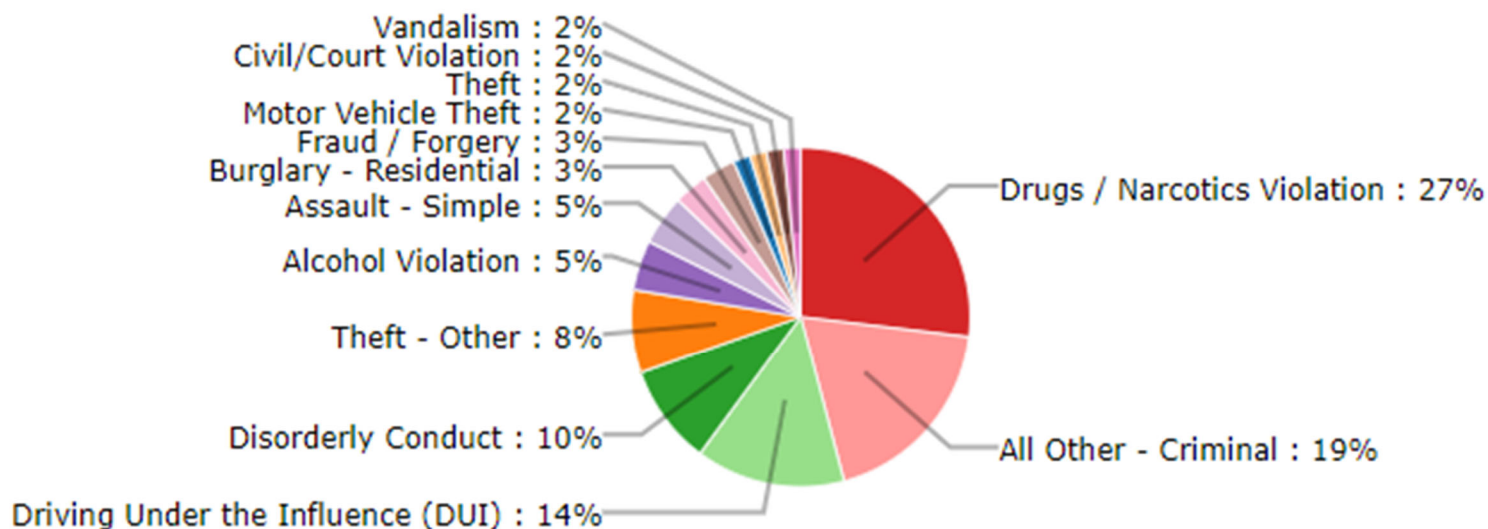




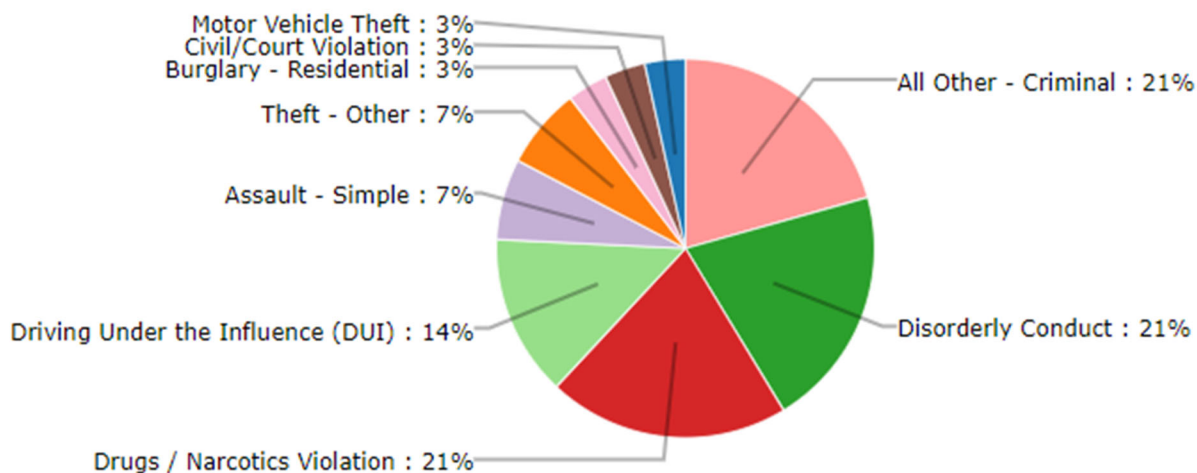
## ISLE OF PALMS POLICE DEPARTMENT MONTHLY REPORT MAY 2023



### Reported Incident Crime Class Types



### Reported Incident Crime Class Types (Red Area)

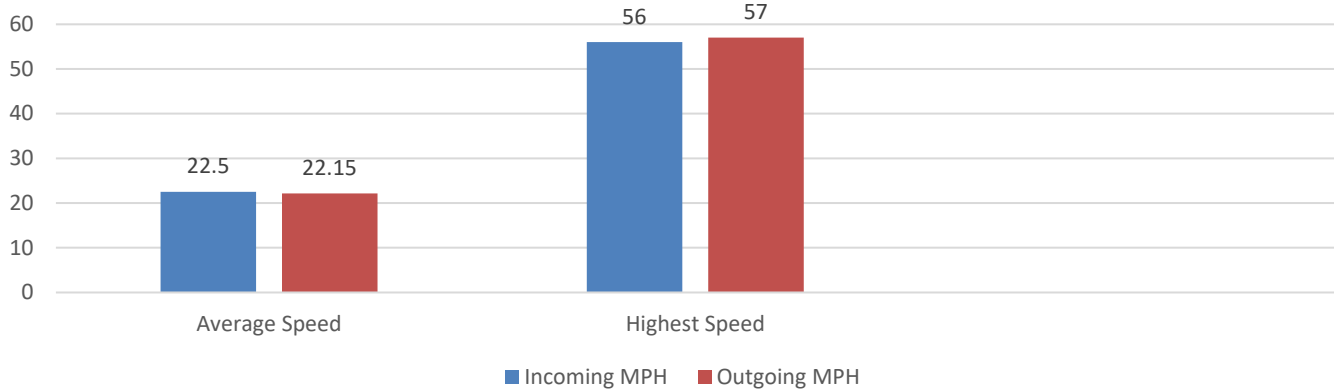




## ISLE OF PALMS POLICE DEPARTMENT MONTHLY REPORT MAY 2023



### 41st Ave Radar Stats (Wildwood side)



Total Incoming Vehicles – 29,544

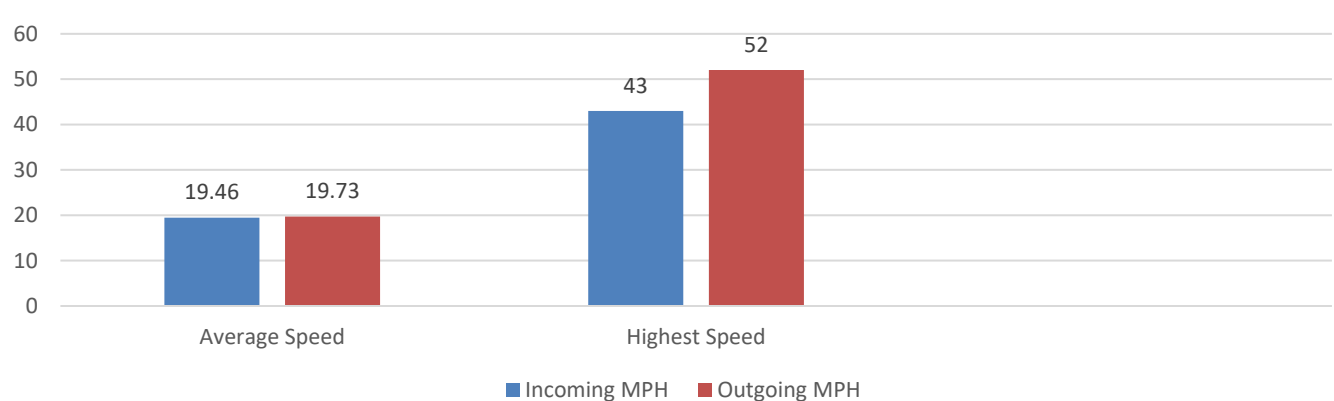
Total Outgoing Vehicles – 31,029

Busiest day of the month: MAY 29<sup>th</sup>

1298 vehicles incoming

1261 vehicles outgoing

### 41st Ave Radar Stats (Marginal side)



Total Incoming Vehicles – 23,050

Total Outgoing Vehicles – 19,003

Busiest days of the month: MAY 29<sup>th</sup>

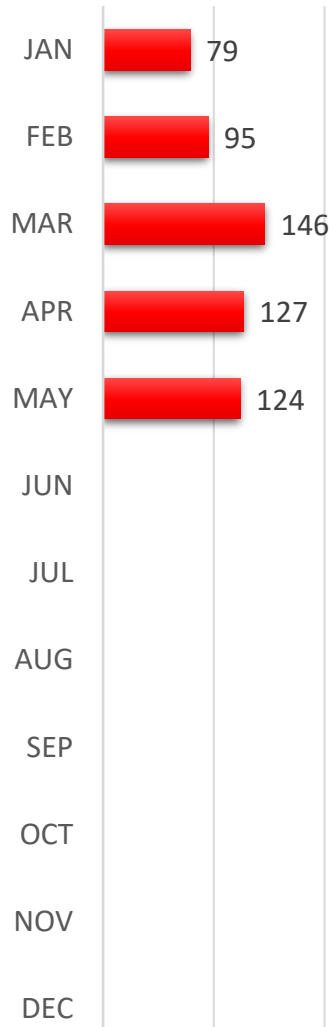
965 vehicles incoming

721 vehicles outgoing



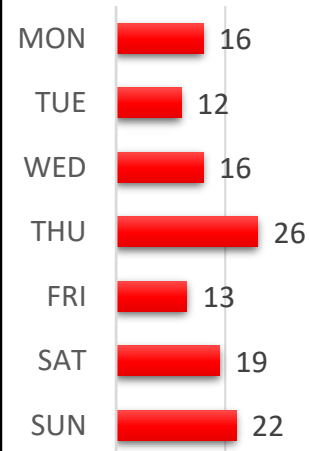
CALLS BY MONTH

0 100 200

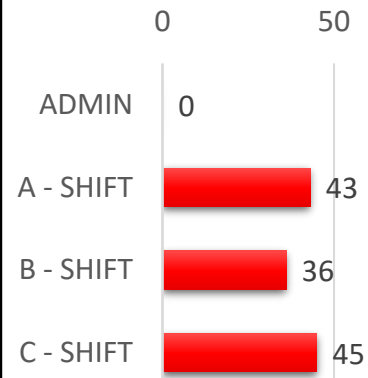


CALLS BY DAY

0 20 40



CALLS BY SHIFT



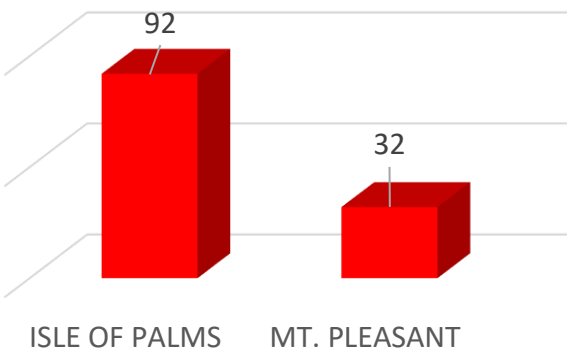
TOTAL CALLS FOR SERVICE

124

INCIDENTS BY CATEGORY

FIRE	3
OVERPRESSURE RUPTURE, EXPLOSION, OVERHEAT (NO FIRE)	0
RESCUE & EMERGENCY MEDICAL SERVICE INCIDENTS	49
HAZARDOUS CONDITION (NO FIRE)	5
SERVICE CALL	9
GOOD INTENT CALL	47
FALSE ALARM & FALSE CALL	11
SEVERE WEATHER & NATURAL DISASTER	0
SPECIAL INCIDENT TYPE	0

CALL LOCATIONS BY CITY



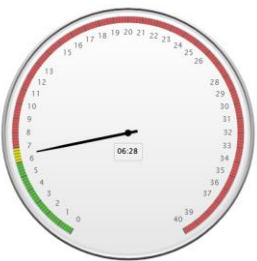
RESIDENCY STATUS

Resident Calls = 47  
Non-Resident Calls = 77

AVERAGE TOTAL  
RESPONSE TIME  
7 MIN. 15 SEC



MEDIAN TOTAL  
RESPONSE TIME  
6 MIN. 28 SEC



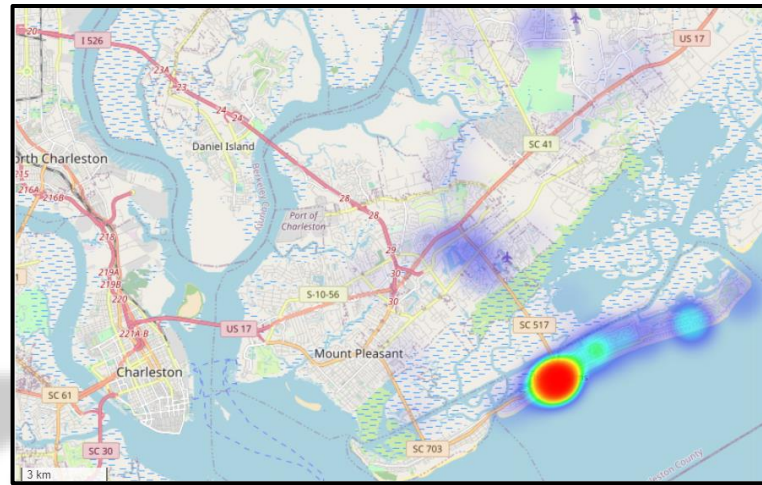
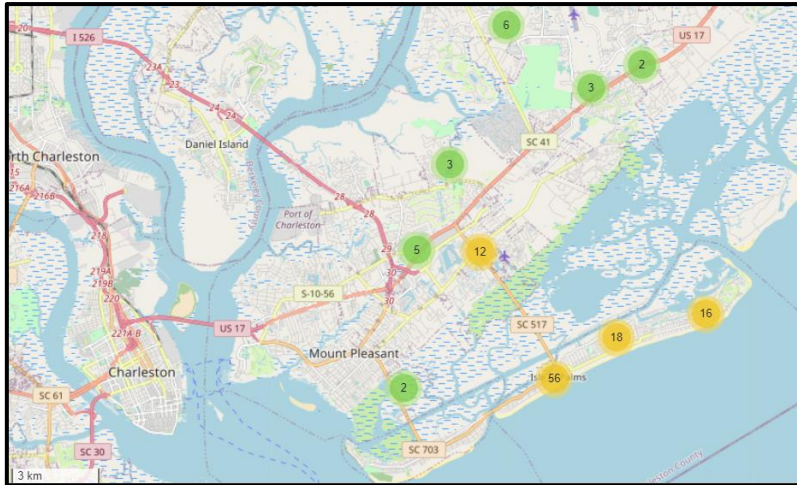
APRIL  
2023



MONTHLY  
REPORT

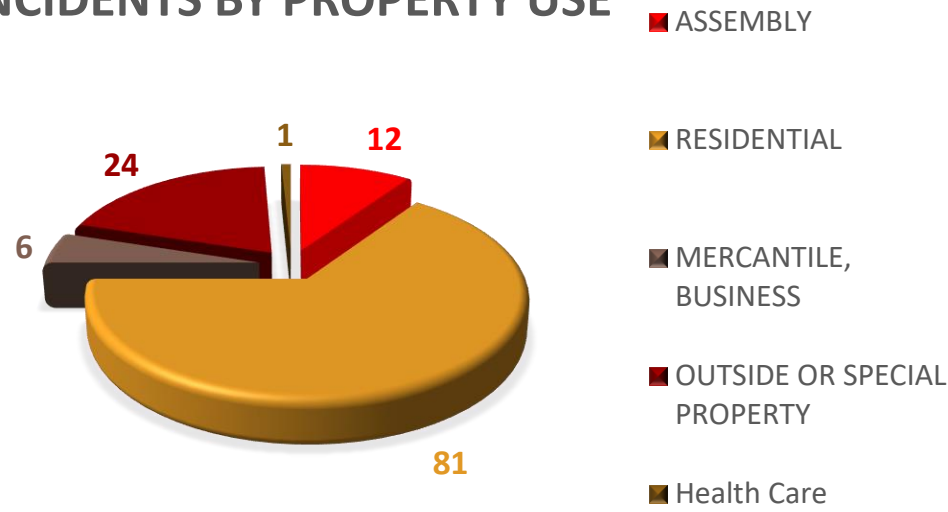
APRIL  
2023

# CALL LOCATIONS AND HEAT MAP

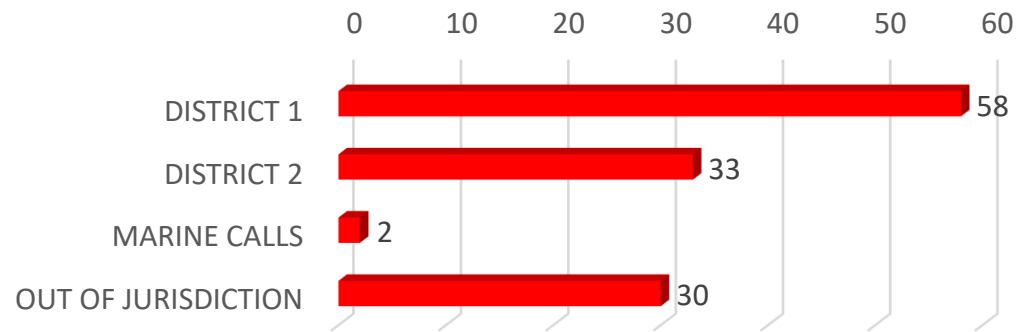


MONTHLY  
REPORT

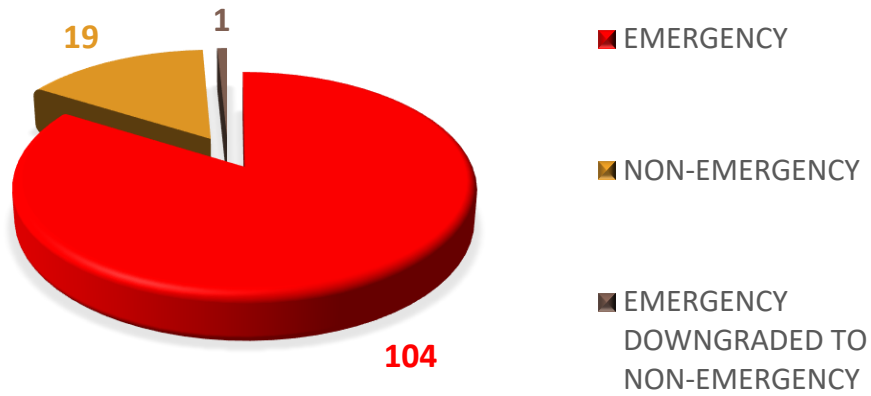
INCIDENTS BY PROPERTY USE



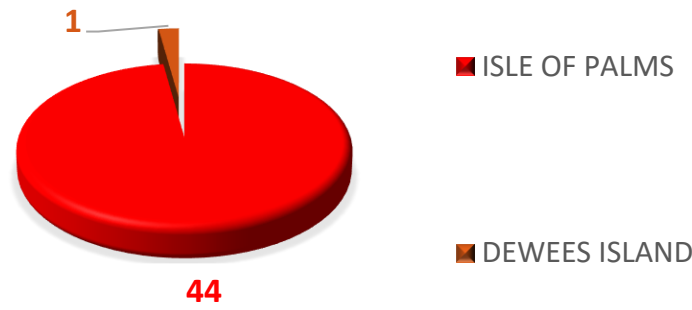
INCIDENTS BY DISTRICT



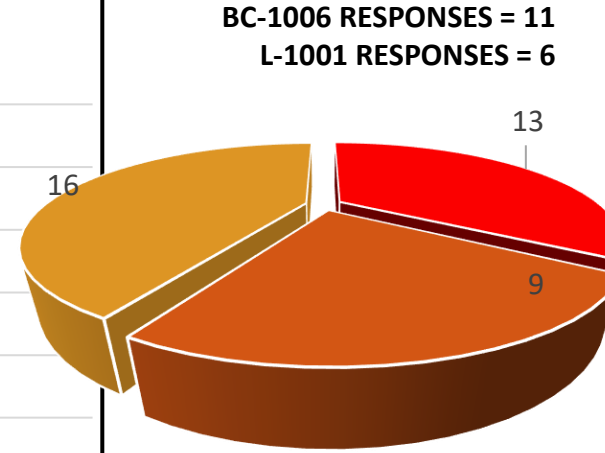
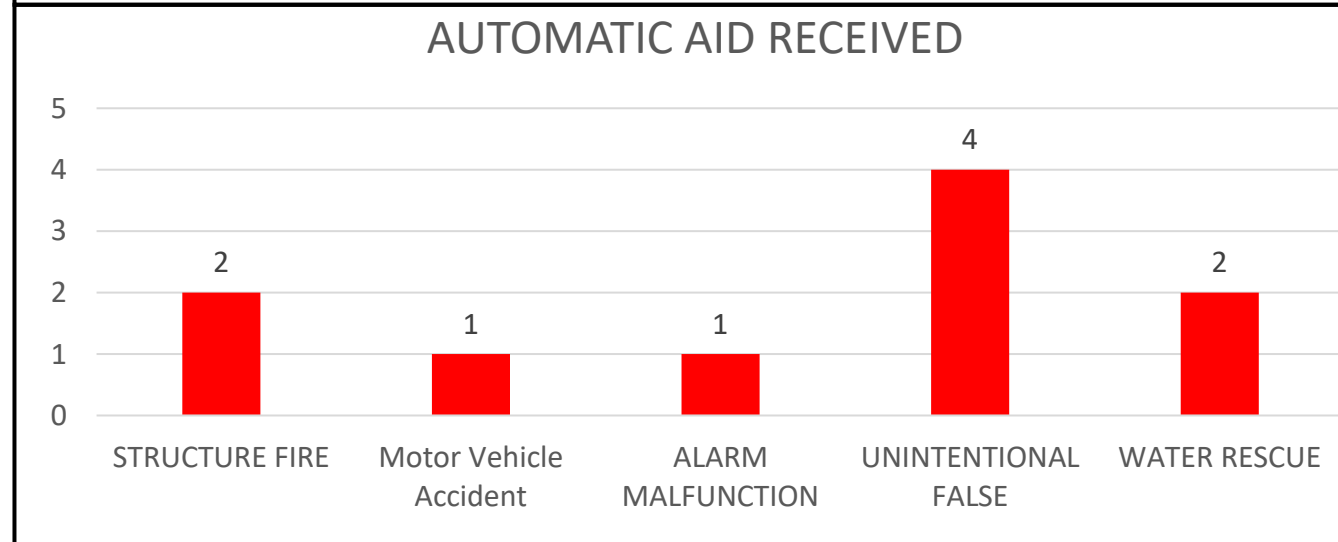
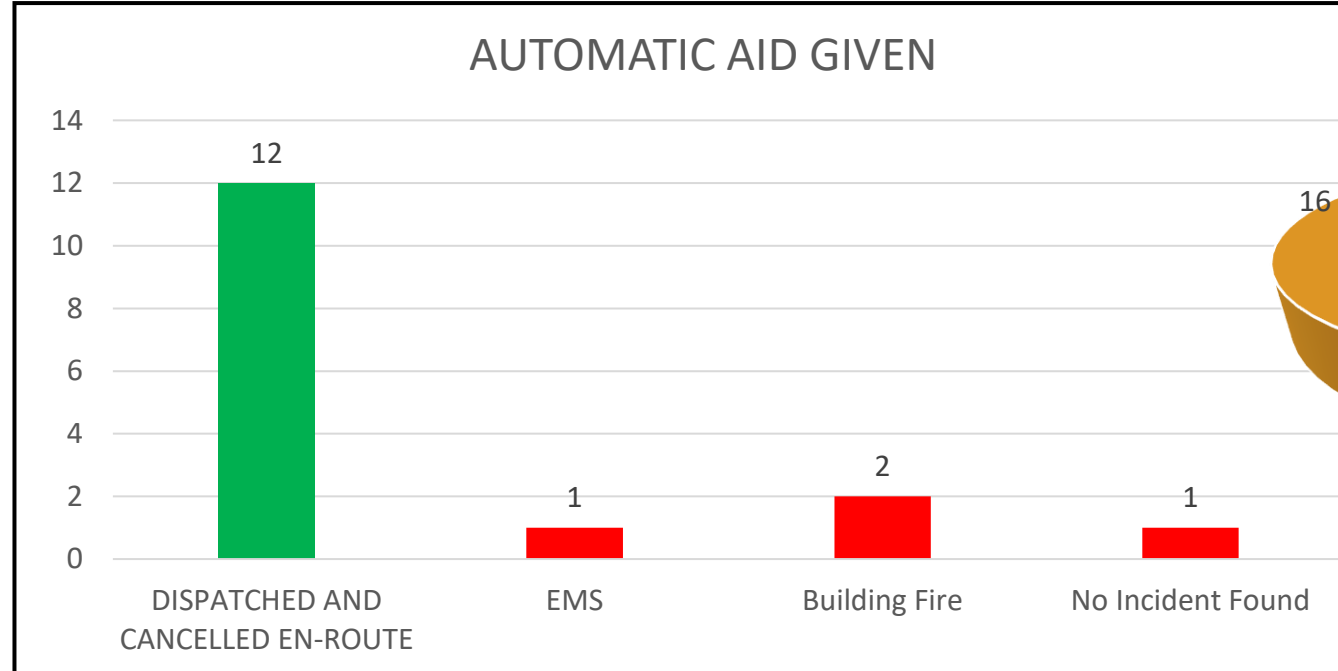
INCIDENTS BY RESPONSE MODE



EMS CALLS BY LOCATION



APRIL  
2023



- CANCELLED PRIOR TO ARRIVAL
- CALLS WORKED IN ISLE OF PALMS
- CALLS WORKED IN MT. PLEASANT



BC-106 RESPONSES = 1  
BC-508 RESPONSES = 2  
BC-607 RESPONSES = 1  
C-1201 RESPONSES = 1  
DV-605 RESPONSES = 2  
AIRBT-620 RESPONSES = 1  
BOAT-501 RESPONSES = 2  
CCR-2 RESPONSES = 2  
ENG-501 RESPONSES = 1  
ENG-506 RESPONSES = 1  
ENG-1201 RESPONSES = 1  
L-505 RESPONSES = 1  
RES-202 RESPONSES = 1  
RES-504 RESPONSES = 5

MONTHLY  
REPORT



# Isle of Palms Recreation Department

## Monthly Report

### May 2023

#### Programs, Events & New Offerings in May

- All fitness classes will continue through the summer
  - Free Fitness Class Highlight
    - **Beach Yoga:** Tuesdays, 7:30am at 25th Beach Access
    - **Meditation:** Wednesdays, 8:00am at the Community Dock and 9:00am at the Rec Center
    - **Sea Stroll & Learn:** 2nd Thursday of the month through July through October, 7:30am at 25th Beach Access
  - New Fitness Classes
    - **Beach Body Blast:** Wednesdays at 6:00pm - Meet at the Rec Center
    - **RX Mobile Gym and Circuit Training:** Tuesday & Thursday at 9:30am
    - **RX Mobile Gym and Circuit Training:** Two Saturdays per month at 9:00am - 11:00am
- **Music in the Park:** Saturday, May 6 from 3:00 - 7:00pm - approximately 150-200 attended
- **Hurricane Preparedness Expo:** Tuesday, May 16 from 4:00pm - 7:00pm
- **Bike Safety Rodeo:** Saturday, May 20 from 10:00am - 12:00pm - approximately 45-50 attended
- **IOP Kids Year-end Celebration:** Thursday, May 25, 9:00am - 11:00am
- **Coffee with the Mayor:** Friday, May 26 at 9:00am

#### Upcoming Programs, Events & New Offerings

- Sand Sculpting Competition: Saturday, June 3 at 9:00am
- Camp Summershine & Wee Camp: 7 weeks running from June 12 to July 28
- Tennis Camp: Green Ball - June 12 - June 15
- Farmers Market: Thursday, June 15, 4:00pm - 7:00pm
- Tennis Camp: Red Ball - June 19 - June 22
- Rising Stars Basketball Camp: June 19 - June 23
- Volleyball Camp: June 26 - June 30
- Tennis Camp: Orange Ball - July 10 - July 13
- Farmers Market: Thursday, July 20, 4:00pm - 7:00pm
- IOP Beach Run: 5K Run/Walk & 10K Run - Saturday, July 29, 8:00am, Front Beach Isle of Palms

#### Operations

- Hired 8 camp counselors for Camp Summershine & Wee Camp
- Hired part-time position for front desk, weekends & events
- Conducted training for camp counselors and front desk staff
- Scheduled CPR, AED & First Aid for camp counselors, instructors, full and part-time staff
- Pickleball Courts, Basketball Courts and Batting Cage project complete
- Hiring: Group Fitness Instructor

#### Maintenance & Repairs

- Inspected playground and replaced mulch
- Cleaned and painted Recreation sign at entrance
- HVAC Preventative Maintenance Schedule: Berkley Heating and Air
- Repaired gate in the dog park
- Repaired irrigation heads on the softball field

#### Information & Technology

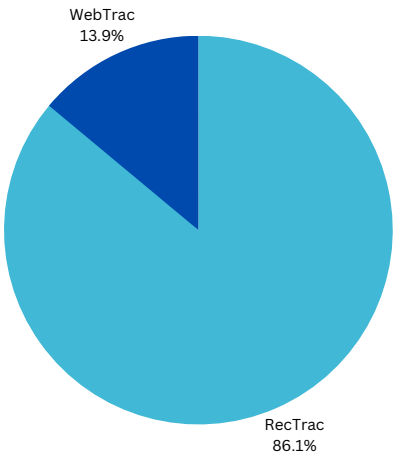
- Website updates for summer and fall classes
- Calendar events on City website calendar
- Facebook Events & postings
- Facebook photo album uploads for May Events
- New SMS/Texting application for RecTrac users



# Enrollment Report May

Participants registering for classes during the month from May 1 - May 31 , 2023. RecTrac: in-house registration vs. WebTrac: online Registrations.

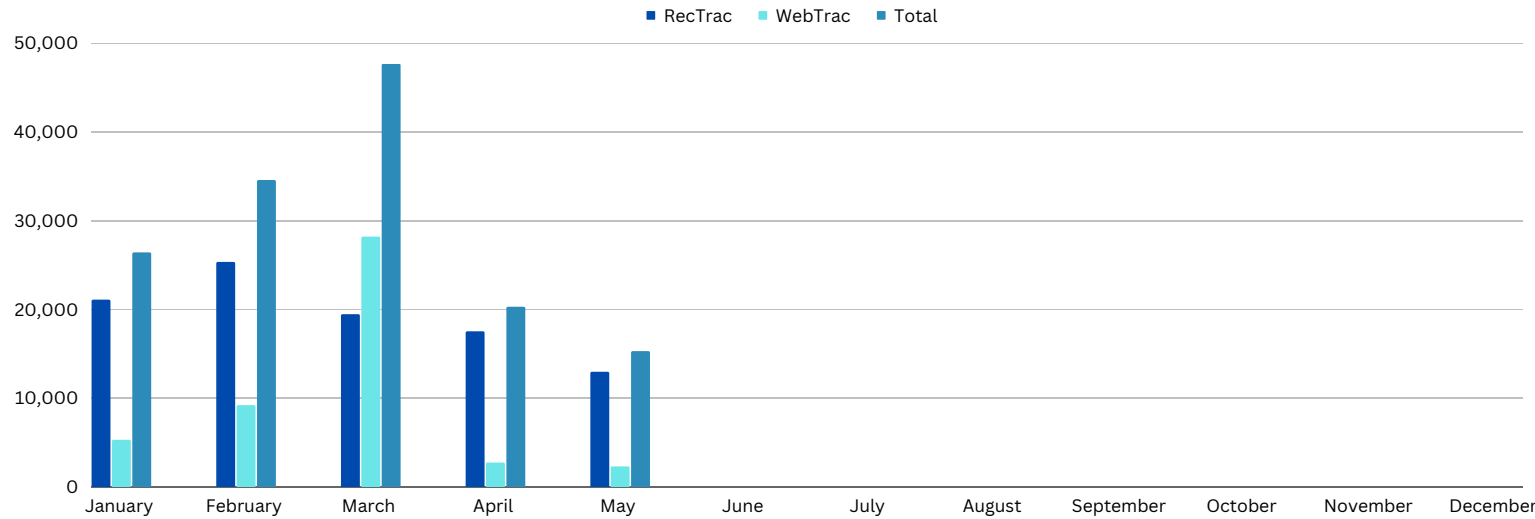
**Total registrations for May 2023 = 380**



## Monthly Revenues 2023

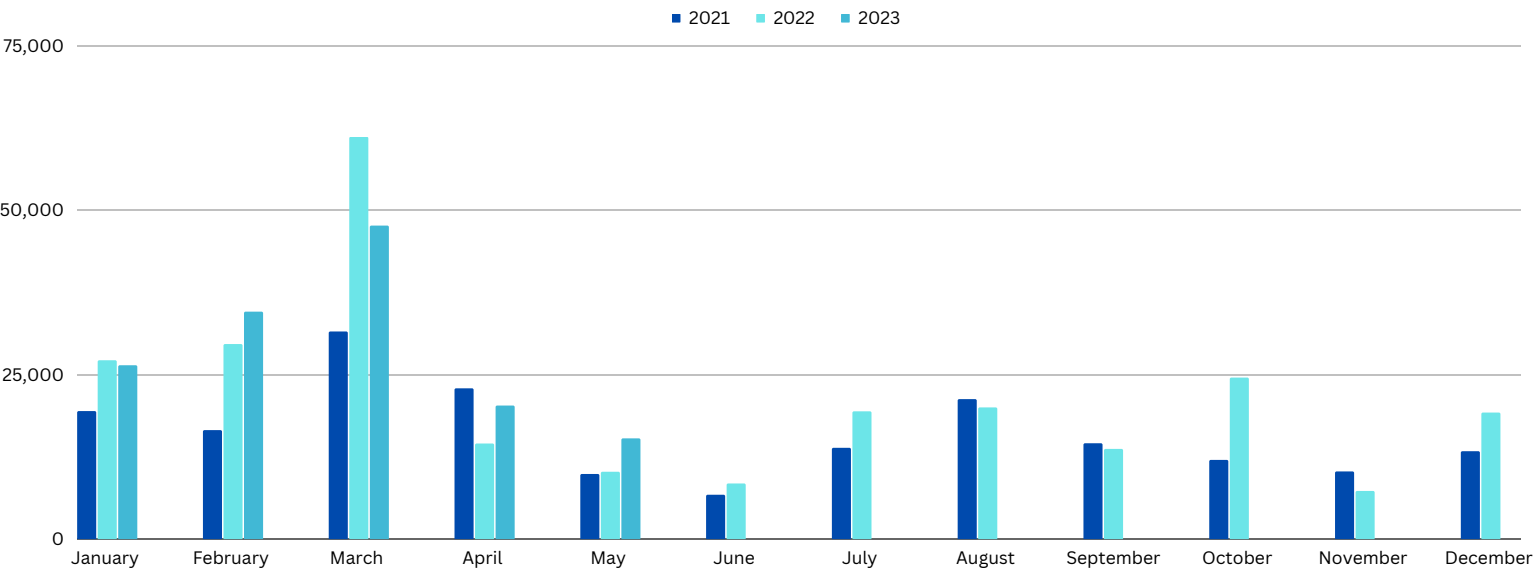
Revenue sales brought in by programs, athletics and events. RecTrac: in-house vs WebTrac: online

**Total Revenue for May 2023 = \$15,268**



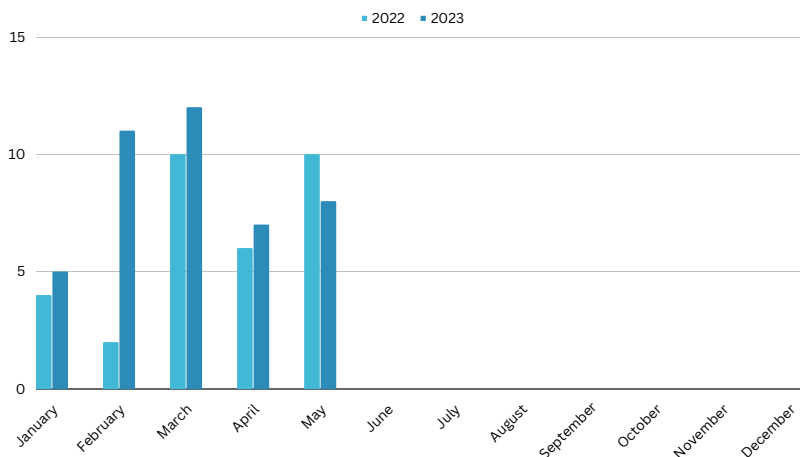
## Annual Comparison

Year to Year



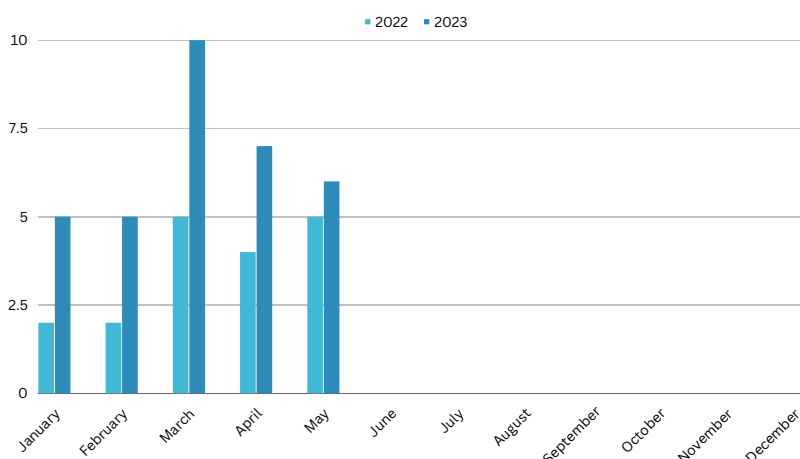
# Open Gym Daily Average Visits

Participants utilizing the gymnasium for open play



# Cardio Room Daily Average Visits

Participants utilizing the cardio room



## Social Media Report

Facebook Page reach ⓘ

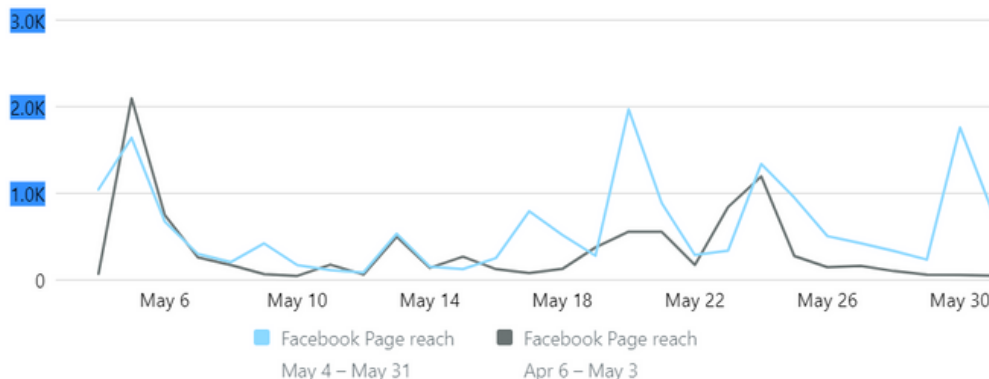
9,750 ↑ 62.3%

Instagram reach ⓘ

837 ↓ 31.6%

Paid reach ⓘ

0 0%



At a Glance



Facebook

1.5K



Instagram

2.1K

Post Average

last 28 days

8331

Reach

1463

Engagement

23

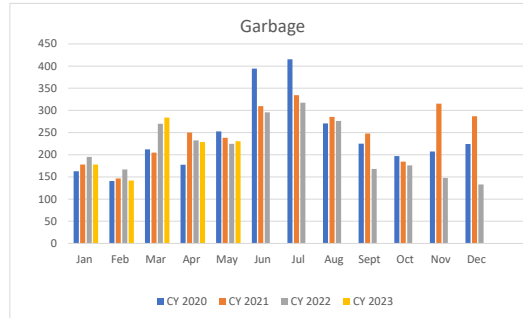
New Likes

55

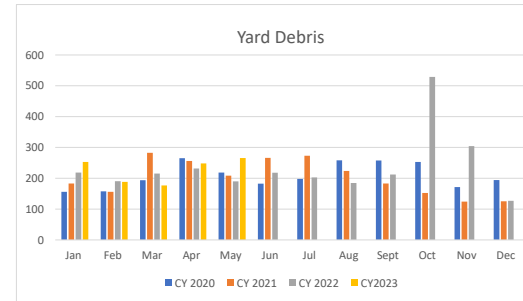
New Follows

City of Isle of Palms, SC  
Public Works Department - May 2023 Report

	CY 2020	CY 2021	CY 2022	CY 2023
Column1				
Jan	162.77	177.84	195.16	177.78
Feb	140.66	146.48	166.74	141.99
Mar	212.04	204.6	269.88	283.84
Apr	177.52	249.86	232.29	228.59
May	252.56	238.23	224.49	230.63
Jun	394.38	309.71	295.83	
Jul	415.12	334.17	317.47	
Aug	270.71	285.21	275.99	
Sept	224.87	247.76	167.91	
Oct	196.94	184.63	175.99	
Nov	207.44	315.31	147.67	
Dec	224.45	286.85	133.1	



	CY 2020	CY 2021	CY 2022	CY2023
Column1				
Jan	155.93	183.07	218.4	252.78
Feb	157.44	156.06	190.63	188.5
Mar	193.74	282.37	215.58	176.46
Apr	265.04	256.07	231.64	248.37
May	218.67	208.32	190.02	265.62
Jun	182.49	266.23	217.88	
Jul	198.07	273.08	202.64	
Aug	258.37	223.64	184.78	
Sept	257.64	182.96	212.11	
Oct	252.81	152.16	528.77	
Nov	171.54	124.04	304.19	
Dec	194.08	125.14	126.89	



**General duties**

39.23 misc. waste  
was transported to Palmetto Commerce Pkwy. \*\*

**VEHICLE MAINTENANCE** Beginning Budget \$90,000.00

05/01/2023	10-4620.5017	VEHICLE MAINTENANCE	BEG. BALANCE	101,120.55
05/02/2023	AP INV	RAIN X FOR PUBLIC WORKS VEHICLES	7.61	101,128.16
05/26/2023	AP INV	HOSE ASSEMBLY	84.53	101,212.69
05/26/2023	AP INV	BRAKES, PM BRAKE VALVE FOR PW 24	4,245.31	105,458.00
05/31/2023	10-4620.5017	END BALANCE	4,337.45	105,458.00

05/30/2023	10-4620.5017	END BALANCE	4,337.45	105,458.00
------------	--------------	-------------	----------	------------



**City of Isle of Palms, SC**  
**Public Works Department**  
**Storm Water Management and Facilities – May 2023 Report**

**Drainage**

- Reviewing of Charleston County stormwater drainage plans for new home construction.
- Eadies services scheduled for city wide ditch vegetation cleaning.
- Jet vac cleaning of pipes and inlet boxes-32<sup>nd</sup> Ave and Palm, 32<sup>nd</sup> Ave and Cameron, 32<sup>nd</sup> Ave and Hartnett and 32<sup>nd</sup> to Forest Trail by Public works.
- Palm to 25<sup>th</sup> Jet vac drainage pipe cleaning.
- 25<sup>th</sup> Ave to Waterway jet vac drainage pipe and inlet box cleaning by public works.
- 25<sup>th</sup> Ave Waterway to intercoastal jet vac cleaning of drainage pipes.
- SCDOT 25<sup>th</sup> Ave ditch restructuring.
- SCDOT/Public works restructuring of 7<sup>th</sup> and Palm ditch.
- Discovered a buried drainage pipe on 7<sup>th</sup> and Palm.
- Jet vac of Palm and 7<sup>th</sup> by public works
- 34 and Hartnett ditch cleaning by public works.
- 34<sup>th</sup> and Hartnett Jet vac cleaning of drainage boxes and pipes.
- Sparrow Dr. drainage cleaning.

**Facilities**

- Ordering wheelchair racks for PSB beach wheelchairs.
- Installation of new pole for Net Cert Pro IT for new cameras at compactor.
- 3 estimates for new ATS system at city hall.
- Manual transfer switch to be installed at city hall.
- Installation of marina parking bumpers for boat parking.
- Installation of marina parking signs for resident boat parking.
- Installation of ROC at the marina shared parking lot.
- Cleaning of sea grass from marina boat ramp.

**Front beach/Beach**

- Liter cleanup of municipal lot A-B, front beach by public works.
- Managing public restrooms and supplies.
- Plumbing repairs at the city restroom.
- Installation of additional irrigation at Front beach.
- Installation of conduit for IT cameras at the compactor.
- Fence painting at Municipal lot B and Dinghy fence complete.
- 5 safety bollards installed at municipal lot B
- Installation of parking bumpers and signs at municipal lot A with PD.
- Cleaning of heavy sand from 34A beach path.

**Landscaping / Rights of way / Connector / Parks / Marina**

- Cleaning of the connector debris by public works and the sweeping contractor.
- Ongoing installation of replacement and straightening street signs.
- Managing city wide landscape maintenance crews.
- Design and estimates for 30<sup>th</sup> Ave drainage project landscaping.
- Right of way maintenance Palm Blvd.
- Clean up of center islands in Forest trail by city landscape contractor.
- City wide flower installation

- City wide pine straw installation.
- Waterway Blvd. right of way maintenance public works.
- 26A beach access improvements.
- 26A SCDOT installation of drainpipe in the ditch in front of the beach access.
- 26A Comcast removal of two utility boxes in the beach path.
- Installation of ROC at 26A to create a defined beach access.
- Re-installation of Mobi mat at the marina.
- Installation of dock lights at the T dock.
- Two new marina, restaurant and Dewees island directional signs at 41<sup>st</sup> and Palm.
- Installation of Greenbelt program sign.
- Researching new trash can lids for city wide garbage cans.

#### **Compactor / Dumpster / litter control**

- Cleaning recycling and garbage compactor by public works.
- Weekend monitoring by the restroom attendant of the garbage compactor and recycling.
- Delivering of new city roll carts.
- Purchasing of yellow beach garbage barrels.

#### **Certifications, training and meetings**

- Monthly UST testing of marina, public works and public safety building.
- Meeting with David and Floyd for drainage master plan.
- Final walkthrough for marina dock.
- Meeting with restaurant owners and contractors for marina parking.
- Meeting for flagpole relocation.

*Ordinance for First Reading – May 23, 2023*

ORDINANCE 2023-08

AN ORDINANCE AMENDING TITLE 9, OFFENSES, CHAPTER 2, OFFENSES AGAINST PUBLIC PEACE, TO REPEAL AND REPLACE SECTION 9-2-5, NOISE, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.

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 9-2-5, “Noise,” is hereby deleted in its entirety and replaced with the following new Section 9-2-5, “Noise,” to state as follows:

**“Sec. 9-2-5. Noise.**

- a. *Definitions.* In addition to the common meaning of words, the following definitions shall be used in interpreting this section.
  1. *“A” weighted scale.* The sounds pressure level, in decibels, as measured with the sound level meter using the “A” weighted network (scale). The standard unit notation is “dB(A).”
  2. *Amplified sound.* Sound augmented by any electronic means which increases the sound level or volume.
  3. *ANSI.* American National Standards Institute or its successor bodies.
  4. *Complainant.* Any owner, lessee, manager or person with a legal interest in real property within the corporate limits of the City who reports to the police department being disturbed by sound heard at their residence or place of business and not originating therefrom.
  5. *Construction.* On-site erection, fabrication, installation, alteration, demolition or removal of any structure, facility or addition thereto, including all related activities, including, but not restricted to, clearing of land, earth moving, blasting and landscaping.
  6. *dB(A).* Sound level in decibels, determined by the “A” weighted scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI, S 1.4-1971, or its successor publication(s).

*Ordinance for First Reading – May 23, 2023*

7. *Decibel (dB)*. a unit of level which denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten of this ratio.
8. *Excessive noise*. Any unnecessary or unusually loud sound or ~~any sound~~~~noise which that~~ disrupts the peace and quiet of any neighborhood and which does annoy, disturb, injure, or endanger the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensibilities.
9. *Emergency work*. Work made necessary to restore property to a safe condition, work required to protect, provide, or prevent persons or property from danger or potential danger, or work by a private or public utility when restoring utility service.
10. *Person*. Any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group or agency.
11. *Receiving property*. Any residence or place of business on which uninvited noise is plainly audible.
12. *Sound level*. In decibels, a weighted sound pressure level determined by the use of a sound level meter whose characteristics and frequency weightings are specified in ANSI standards.
13. *Sound level meter*. is an instrument including a microphone, an amplifier, an output meter, and "A" frequency weighting network for the measurement of sound levels that conforms to American National Standards Institute (ANSI) Standard S 1.4-1971 "Specifications for Sound Level Meters," or the latest revision.
14. *Sound pressure level*. In decibels, twenty (20) times the logarithm to base 10 of the ratio of the magnitude of a

*Ordinance for First Reading – May 23, 2023*

particular sound pressure to the standard reference pressure.  
The standard reference pressure is 0.0002 microbars.

15. *Sound source.* Any person, animal, device, operation, process, activity, or phenomenon which emits or causes sound.

16. *Uninvited noise.* Noise not originating from the receiving property.

b. *Noise measurement.* Noise measurements shall be employed by an officer of the police department in the following manner:

1. Noise measurements shall be made using a sound level meter taken from anywhere within the boundary line of the complainant's property. If measurement is not possible from the complainant's property, noise measurements may be taken from a similar distance to the complainant's property at the nearest boundary line of the public right-of-way.
2. No individual other than the sound meter operator(s) shall be within ten (10) feet of the sound level meter during the sample period.
3. Sound measurements shall be conducted at that time of day or night when the suspect noise is emitting sound.
4. The sound level meter shall be employed in accordance with the manufacturer's instructions.
5. It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurements.

c. *Maximum decibel levels.* Unless otherwise specifically indicated, it shall be unlawful for any person to cause or allow the emission of sound from any source or sources which, when measured pursuant to paragraph (b) above, to exceed:

1. 60dB(A) during daytime hours (10:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 11:00 p.m. Friday and Saturday) for residential and rental properties,
2. 75dB(A) during daytime hours (10:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 11:00 p.m. Friday and Saturday) for commercial establishments; and

*Ordinance for First Reading – May 23, 2023*

3. The maximum decibel level shall not exceed 85 dB(A) during daytime hours (10:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 11:00 p.m. Friday and Saturday) in the GC-2 general commercial zoning district.
4. 55dB(A) during evening hours (10:00 p.m. to 10:00 a.m. Sunday through Thursday and 11:00 p.m. to 10:00 a.m. Friday and Saturday) for residential properties, rental properties, and commercial establishments.

The sound meter operator may cease taking readings as soon as the readings ~~already taken~~ show a violation of this ordinance (1) for a period of thirty (30) seconds; (2) or more than six (6) readings exceeding the maximum decibels; over a two (2) minute period.

d. *Excessive noise prohibited.*

1. Section (d) of this Ordinance is to be utilized when the noise or sound cannot be measured by the sound meter, including but not limited to, bass frequencies or other low frequency sounds.

1-2. It shall be unlawful for any person to intentionally produce, intentionally cause to be produced, or intentionally participate in the producing any excessive noise within the municipal limits.

2-3. In determining whether a sound is excessive noise for purposes of this section, factors ~~that may to~~ be considered include, but are not limited to:

- a. The volume of the noise;
- b. The intensity of the noise;
- ~~e. Whether the nature of the noise is usual or unusual;~~
- ~~d-e.~~ Whether the origin of the noise is natural or unnatural;
- ~~e. The volume and intensity of the background noise, if any;~~
- ~~f-d.~~ The proximity of the noise to residential sleeping facilities;
- ~~g-e.~~ The nature and zoning of the area within which the noise emanates;
- ~~h-f.~~ The time of the day or night the noise occurs;
- ~~i-g.~~ The duration of the noise; and
- ~~j-h.~~ Whether the noise is recurrent, intermittent, or constant.

The determination of whether a noise or sound is excessive noise shall be made without considering the content of any message conveyed by the noise or sound.

Formatted: Indent: Left: 2.28", No bullets or numbering

*Ordinance for First Reading – May 23, 2023*

- e. *Specific prohibitions.* The following acts are specifically prohibited:
1. Pets. It shall be unlawful to keep, stable, harbor or maintain any animal or bird which disturbs the comfort or repose of any reasonable person of ordinary sensibilities in the vicinity by making continually or frequently loud noise.
  2. Mufflers. Sound emitting from a motor vehicle's muffler in violation of S.C. Code Ann. § 56-5-5020.
  3. Loudspeakers, etc. It shall be unlawful to use, maintain or operate loudspeakers, sound trucks, amplifiers or other mechanical or electrical devices for increasing the volume of sound, upon the street, sidewalks, parks or other outdoor public places owned or under the control of the City, except as permitted under paragraph (g) of this section; provided, however, that any City-owned property subject to a commercial lease and a noise control agreement or permit is exempt from the requirements of this paragraph.
  4. Hawking or peddling. It shall be unlawful for any person to make any noise on a public street or in such proximity thereto as to be distinctly and loudly audible on such street by any kind of crying, calling, or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument, or other device for the purpose of attracting attention or of inviting patronage of any persons to any business whatsoever. It is the express intention of this paragraph to prohibit hawking, peddling, soliciting or using other loud noises to attract attention to a business and not to prohibit the spill-over noise emanating from a lawfully operating business.
- f. *No employee liability.* No employee of any place of business acting within the scope of his or her employment shall be liable for a violation of this section, unless an employee is also an owner of the business.
- g. *Exceptions.* This section shall not apply to the following sources:
1. Any City-hosted, City-sponsored or City-sanctioned special events.
  2. Excavations or repairs of bridges, streets or highways, by or on behalf of the City, county or state during the night, when the public welfare and convenience renders it impossible to

*Ordinance for First Reading – May 23, 2023*

perform the work during the day; nor shall the same apply to work performed by public utility companies under like conditions and circumstances, or when there is urgent necessity therefore.

3. Construction activities performed by or on behalf of a governmental agency, including, but not limited to, construction, repair or maintenance of public buildings and drainage facilities, dredging activities, beach renourishment activities, and other public projects.
  4. It shall be unlawful for any contractor, subcontractor, landscaper, supplier or vendor to operate or use any piledrivers, steam shovels, pneumatic hammers, derricks, steam or electric hoists, or other apparatus, tools or equipment, the use of which is attended with loud or disturbing noises, at any time other than between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 4:00 p.m. on Saturday. No such use shall be permitted on Sundays, or on the following legal holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day. Approval for such use may be granted by the City for performing emergency repairs outside of the hours specified. Nothing in this paragraph shall be construed to prohibit an owner or member of an owner's immediate family from performing maintenance, repairs, or other work on their own property at any time, provided that such work is otherwise in compliance with City ordinances.
  5. A commercial property or business owner may apply to City Council for an exception to this ordinance, and City Council may issue a permit that modifies the maximum decibel levels as it deems reasonable in light of the circumstances to support public good, infrastructure, and resources of the City, including the time and resources of law enforcement and code enforcement.
- h. *Violations.* Any person who violates any provision of this section shall be fined not more than \$500 or imprisoned for not more than 30 days. However, no penalty shall exceed the penalty provided by state law for similar offenses. A separate offense shall be deemed committed on each day that a violation occurs or continues.”
- i. In addition to the penalties set forth in subsection (h) of this section, five (5) repeated violations of this section by a person who owns, manages, operates, is a business agent of, or otherwise controls a



*Ordinance for First Reading – May 23, 2023*

business establishment may result in the suspension or revocation of any business license issued to the premises on which the violations occurred in accordance with section 7-1-15. For purposes of this Ordinance, a “violation” occurs when (1) a citation is issued for violating this Ordinance and said citation is paid; or (2) if a citation is issued, contested, and adjudicated by the Municipal Court resulting in a finding that this Ordinance was violated.

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. This Ordinance shall be revisited by City Council to consider any possible changes or amendments after it has been in place for six (6) months.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Nicole DeNeane, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_

**ORDINANCE 2023-02**

AN ORDINANCE AMENDING TITLE 7, LICENSING AND REGULATION, CHAPTER 3, BEACH AND MARINE RECREATION REGULATIONS, ARTICLE A GENERAL PROVISIONS AND TITLE 8 MOTOR VEHICLES AND TRAFFIC, CHAPTER 1 TRAFFIC REGULATIONS, ARTICLE B OPERATION OF A VEHICLE, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR ELECTRIC ASSIST BYCICLES AND OTHER MODES OF TRANSPORTATION PROPELLED BY A MOTOR AND TO PROVIDE FOR CIVIL AND OTHER PENALTIES.

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 Title 7, Chapter 3, Article A, “General Provisions,” Section 7-3-2 “Definitions” is hereby amended by adding a new definition (5) to state as follows:

“Sec. 7-3-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) Beach means that area lying between the low-water mark of the Atlantic Ocean and the easternmost property line of the property owned by private individuals or corporations, lying closest in proximity to the Atlantic Ocean, and shall extend out from the mean low-water mark for a distance of three hundred (300) yards into the water. The term "beach" shall also include that area from the mean low-water mark for a distance of fifty (50) yards into the water from the mouth of Breach Inlet to the seaward side of Breach Inlet Bridge and from the mouth to the midpoint of Dewees Inlet.

(2) Boat means any watercraft, including sea planes when not airborne, sailboats, jet skis, aqua-trikes or similar types of watercraft.

(3) Designated areas means any portion of the beach designated by the City Council for a special use, such as swimming, surfing, beaching of boats, etc.

(4) Motorboat means any boat operated through use of a motor or motorized propulsion, including jet skis, but excluding sailboats that use motors as an auxiliary means of propulsion.

(5) "Electric-assist bicycles" and "bicycles with helper motors" means low-speed electrically assisted bicycles with two or three wheels, each having

fully operable pedals and an electric motor of no more than 750 watts, or one horsepower, and a top motor-powered speed of less than twenty miles an hour when operated by a rider weighing one hundred seventy pounds on a paved level surface, that meet the requirements of the Federal Consumer Product Code provided in 16 C.F.R., Part 1512, and that operate in a manner such that the electric motor disengages or ceases to function when their brakes are applied or the rider stops pedaling.

SECTION 2. That Title 7, Chapter 3, Article A, “General Provisions,” is hereby amended by deleting Section 7-3-3, “Vehicles restricted,” in its entirety and replacing it with a new Section 7-3-3 to state as follows:

“Sec. 7-3-3. Vehicles restricted.

(a) No vehicles, to include electric-assist bicycles and any other mode of transportation that is propelled by a motor or any other battery-assisted devices, including but not limited to, battery-assisted motorized skateboards or battery-assisted motorized mono-wheel skateboards, are allowed on the beach between the hours of 10:00 a.m. through 5:00 p.m. from May 15 through Labor Day, except for bicycles and vehicles authorized pursuant to section 5-4-15(C).

(b) It is unlawful to operate, park, stop, or stand a motor vehicle upon the beach except as otherwise provided in the City Code.”

(c) It is unlawful for any person to operate bicycles, tricycles or similar human, gas, or electric powered wheeled vehicles, of any type, on any dune or in any dune area located within the city limits of Isle of Palms.

SECTION 3. That Title 8, Chapter 1, Article B. “Operation of a Vehicle” is hereby amended by deleting Section 8-1-19 “Vehicular operation on the beach or beach accesses”, in its entirety and replacing it with a new Section 8-1-19 to state as follows:

“Sec. 8-1-19. Vehicular operation on the beach or beach accesses.

No person shall operate, or allow or cause to be operated, a vehicle, to include electric-assist bicycles and any other mode of transportation that is propelled by a motor or any other battery-assisted devices, including but not limited to, battery-assisted motorized skateboards or battery-assisted motorized mono-wheel skateboards, on the beach or beach accesses except as provided in section 5-4-15(C)(5)(a) or section 8-2-17.

SECTION 4. 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 5. 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 6. 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 \_\_\_\_\_, 2023.

---

Phillip Pounds, Mayor

(Seal)

Attest:

---

Nicole DeNeane, City Clerk

First Reading:

Public Hearing:

Second Reading:

Ratification:

City of Isle of Palms  
Analysis of Dwelling Units and Short Term Rentals **License Year 2022-2023 (May 1, 2022 - April 30, 2023)**  
Data from Charleston County Property Tax Records and IOP Short Term Rental License (STRL) Records as of 6/1/2023

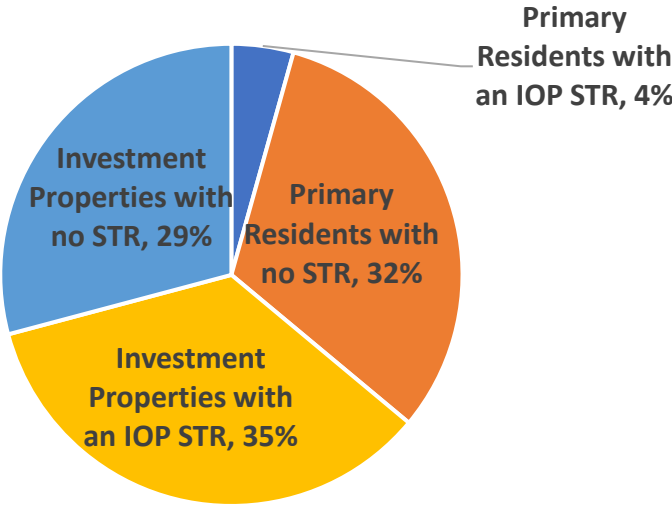
COUNTY DATA for 2022		
4%	6%	Total Dwelling Units

ADDS TO COUNTY DATA		
4%	6%	Total

Single Family	1,531	1,575	3,106		9	9 *
Townhouse	39	196	235			-
Duplex/Triplex	19	32	51		54	54 **
Condominium	74	923	997			-
Commercial Condo		51	51		68	68 ***
Total Dwellings	1,663	2,777	4,440	-	131	131

BREAKDOWN COUNTY TOTALS ACCORDING TO IOP SHORT TERM RENTAL LICENSE STATUS								
4% Primary Residence			6% Investment Property			All Residential Parcels		
4% with IOP STRL	4% Other	Total 4%	6% with IOP STRL	6% Other	Total 6%	Total Dwelling Units	Total STRLs	% with a STRL
169	1,362	1,531	739	845	1,584	3,115	908	29%
3	36	39	82	114	196	235	85	36%
7	12	19	32	54	86	105	39	37%
21	53	74	633	290	923	997	654	66%
-	-	-	119	-	119	119	119	100%
200	1,463	1,663	1,605	1,303	2,908	4,571	1,805	39%

Distribution of 4% and 6% Dwellings Over Time, Updated****				
	2010	2015	2020	2022
4% Primary Resident	33%	34%	37%	36%
6% Investment Prop	67%	66%	63%	64%



\* New Construction not on County's list but with valid IOP STRL

\*\* Duplexes & Triplexes have one Parcel ID in County data, but represent 2 or more dwelling units.

\*\*\* The County data did not include the individual units of The Palms Hotel. These each have a unique Property Tax ID and STRL. The 51 units already in the County Data represent the Seaside Inn.

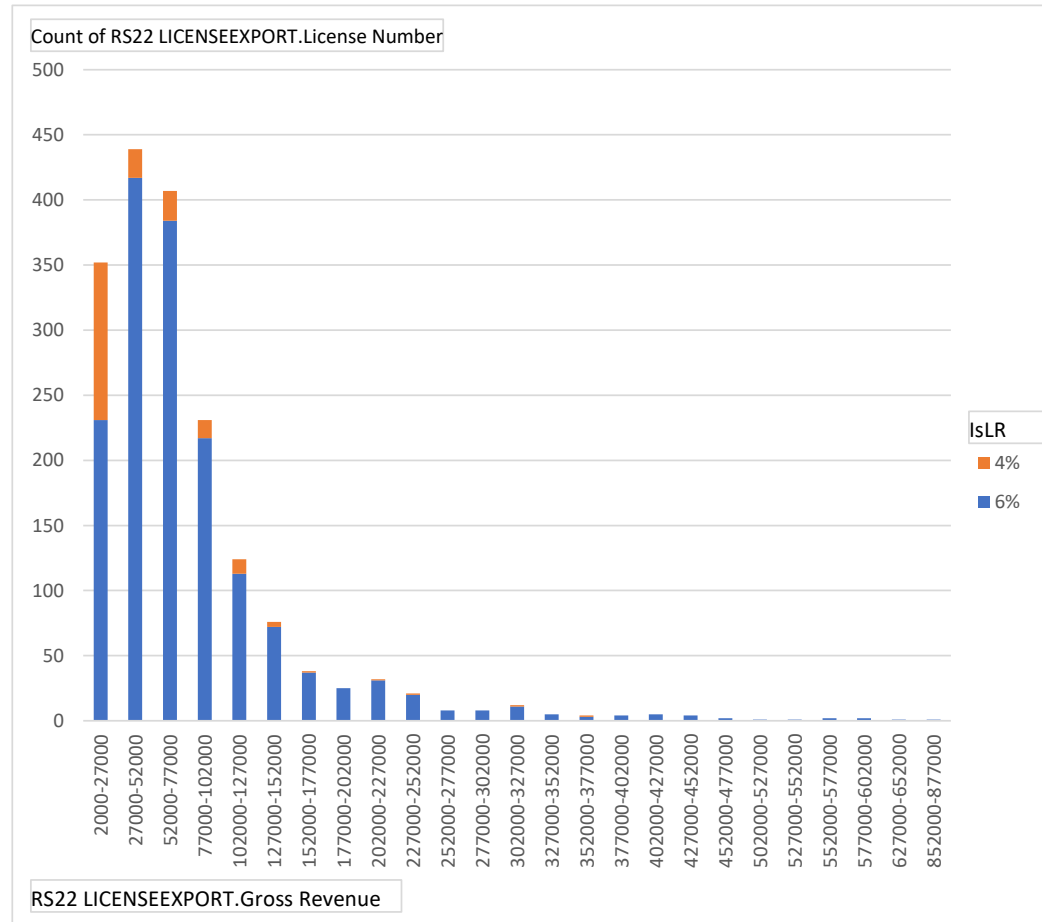
\*\*\*\* County data included the parcel numbers of all current (2022) dwelling units (DUs) in the historical datasets regardless of the construction year. County data was adjusted to account for this by subtracting from each past year any DU with a future year of construction. For example, the number of DUs in 2010 was reduced by the number of DUs in the 2010 dataset with a construction date greater than 2010. Note that this approach may artificially reduce the annual DU total in the case of tear downs. It is unlikely this would materially affect the totals.

## City of Isle of Palms

### Short Term Rental License Year 2022 (May 1, 2022 - April 30, 2023)

#### Distribution of STRs by Gross Revenue & Legal Residence (4%) vs Second Home/Investment Property (6%)

Gross Revenue	6%	4%	Grand Total
2000-27000	231	121	352
27000-52000	417	22	439
52000-77000	384	23	407
77000-102000	217	14	231
102000-127000	113	11	124
127000-152000	72	4	76
152000-177000	37	1	38
177000-202000	25		25
202000-227000	31	1	32
227000-252000	20	1	21
252000-277000	8		8
277000-302000	8		8
302000-327000	11	1	12
327000-352000	5		5
352000-377000	3	1	4
377000-402000	4		4
402000-427000	5		5
427000-452000	4		4
452000-477000	2		2
502000-527000	1		1
527000-552000	1		1
552000-577000	2		2
577000-602000	2		2
627000-652000	1		1
852000-877000	1		1
<b>Grand Total</b>	<b>1605</b>	<b>200</b>	<b>1805</b>



**Total Reported Gross  
Revenue License Year  
2022**

\$137,536,641

**Average**

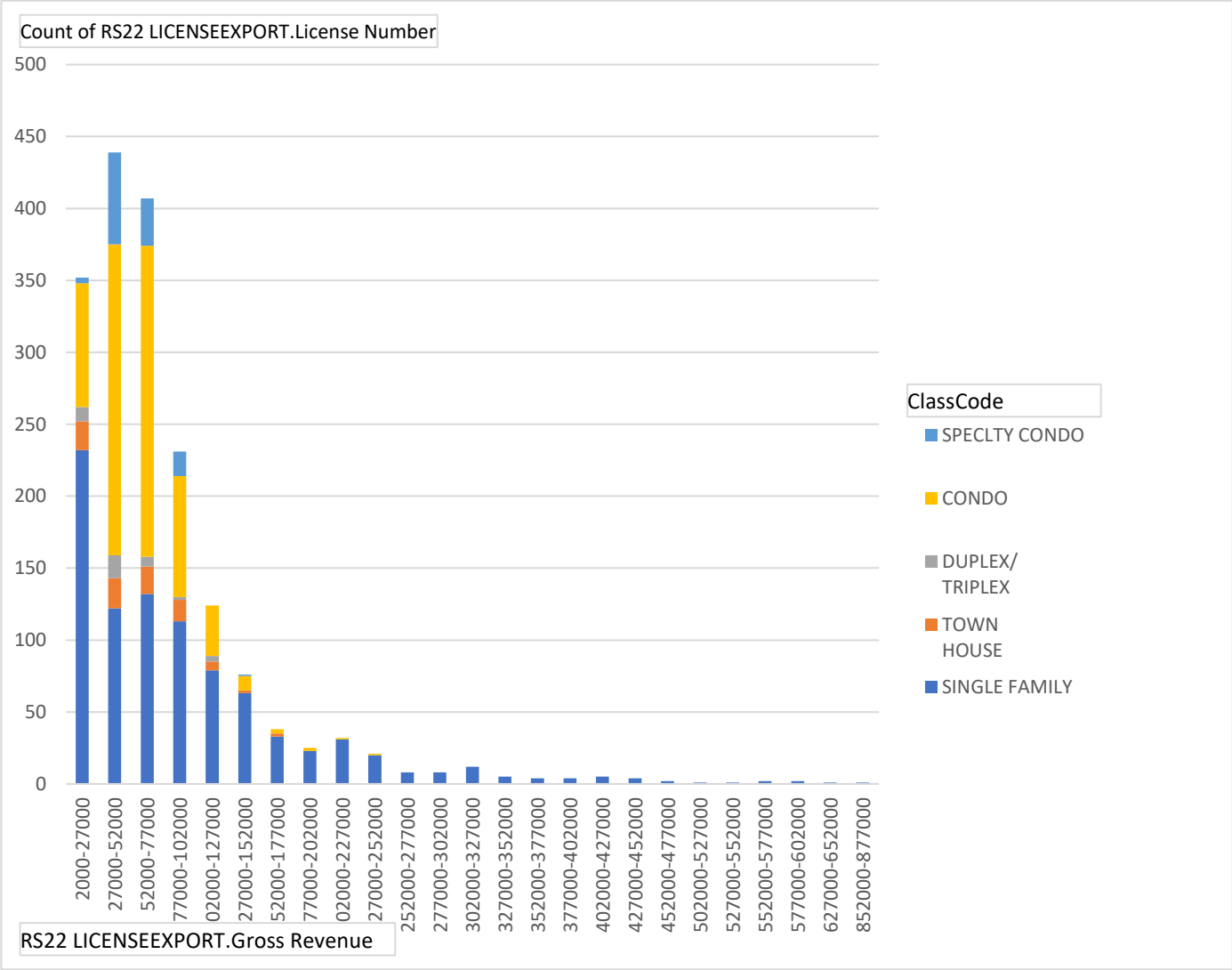
\$76,198

**Median**

\$59,000

City of Isle of Palms  
Short Term Rental License Year 2022 (May 1, 2022 - April 30, 2023)  
Distribution of STRs by Gross Revenue & Type of Dwelling

Gross Revenue	SINGLE FAMILY	TOWN HOUSE	DUPLEX/ TRIPLEX	CONDO	SPECLTY CONDO	Grand Total
2000-27000	232	20	10	86	4	352
27000-52000	122	21	16	216	64	439
52000-77000	132	19	7	216	33	407
77000-102000	113	15	2	84	17	231
102000-127000	79	6	4	35		124
127000-152000	63	2		10	1	76
152000-177000	33	2		3		38
177000-202000	23			2		25
202000-227000	31			1		32
227000-252000	20			1		21
252000-277000	8					8
277000-302000	8					8
302000-327000	12					12
327000-352000	5					5
352000-377000	4					4
377000-402000	4					4
402000-427000	5					5
427000-452000	4					4
452000-477000	2					2
502000-527000	1					1
527000-552000	1					1
552000-577000	2					2
577000-602000	2					2
627000-652000	1					1
852000-877000	1					1
Grand Total	908	85	39	654	119	1805



City of Isle of Palms  
Analysis of Dwelling Units and Short Term Rentals **License Year 2023-2024 (May 1, 2023 - April 30, 2024)**  
Data from Charleston County Property Tax Records and IOP Short Term Rental License (STRL) Records as of 6/9/2023

COUNTY DATA for 2022		
4%	6%	Total Dwelling Units
Single Family	1,531	1,575
Townhouse	39	196
Duplex/Triplex	19	32
Condominium	74	923
Commercial Condo		51
Total Dwellings	1,663	2,777

Single Family	1,531	1,575	3,106
Townhouse	39	196	235
Duplex/Triplex	19	32	51
Condominium	74	923	997
Commercial Condo		51	51
Total Dwellings	1,663	2,777	4,440

ADDS TO COUNTY DATA		
4%	6%	Total
	13	13
		-
	54	54
		-
	68	68
	-	135

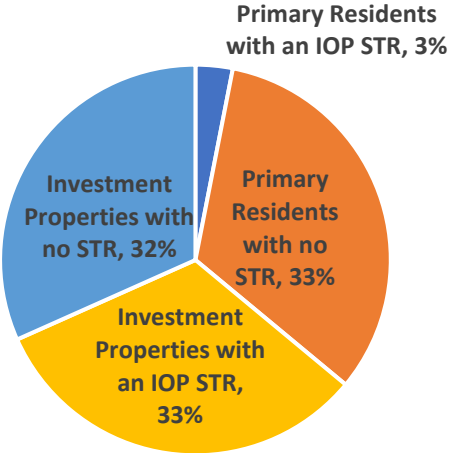
	13	13	*
		-	
	54	54	**
		-	
	68	68	***
	-	135	

BREAKDOWN COUNTY TOTALS ACCORDING TO IOP SHORT TERM RENTAL LICENSE STATUS								
4% Primary Residence			6% Investment Property			All Residential Parcels		
4% with IOP STRL	4% Other	Total 4%	6% with IOP STRL	6% Other	Total 6%	Total Dwelling Units	Total STRLs	% with a STRL
113	1,418	1,531	657	931	1,588	3,119	770	25%
5	34	39	79	117	196	235	84	36%
5	14	19	26	60	86	105	31	30%
19	55	74	610	313	923	997	629	63%
-	-	-	119	-	119	119	119	100%
142	1,521	1,663	1,491	1,421	2,912	4,575	1,633	36%
			9			9		
15			41			56		
157			1,541			1,698		

Unlicensed rentals identified by Rentalscape  
Pending licenses (applied but not paid)

Distribution of 4% and 6% Dwellings Over Time, Updated****				
	2010	2015	2020	2022
4% Primary Resident	33%	34%	37%	36%
6% Investment Prop	67%	66%	63%	64%

Licensed Rentals



\* New Construction not on County's list but with valid IOP STRL. 4 new SFRs recently added.

\*\* Duplexes & Triplexes have one Parcel ID in County data, but represent 2 or more dwelling units.

\*\*\* The County data did not include the individual units of The Palms Hotel. These each have a unique Property Tax ID and STRL. The 51 units already in the County Data represent the Seaside Inn.

\*\*\*\* County data included the parcel numbers of all current (2022) dwelling units (DUs) in the historical datasets regardless of the construction year. County data was adjusted to account for this by subtracting from each past year any DU with a future year of construction. For example, the number of DUs in 2010 was reduced by the number of DUs in the 2010 dataset with a construction date greater than 2010. Note that this approach may artificially reduce the annual DU total in the case of tear downs. It is unlikely this would materially affect the totals.



## Sec. 5-4-15. Beach regulations.

- (A) No land or building situated in whole or in part in a critical area as defined in S.C. Code 1976, § 48-39-10, as amended, shall be used, occupied, constructed, altered or moved without compliance with the State of South Carolina Beachfront Management Act (S.C. Code 1976, § 48-39-10 et seq., as amended).
- (B) No land, building or other manmade structure situated in whole or in part landward of the critical area as defined in S.C. Code 1976, § 48-39-10, as amended, but within a two hundred fifty-foot (250') radius of the mean high-water mark of the Atlantic Ocean, Breach Inlet, or Dewees Inlet, shall be used, occupied, constructed, erected, altered or moved except in compliance with the requirements set forth in this section and all other requirements set forth in this chapter or any other City ordinance.
- (1) Only beach-compatible sand may be used for any erosion control or beach renourishment activities. Sea walls, revetments, bulkheads, groins, rip-rap or any other hard erosion control structures or devices are strictly prohibited. Hard erosion control structures or devices shall include bags with a capacity greater than five (5) gallons per bag. Hard erosion control structures or devices shall not include bags containing beach-compatible sand with a capacity of five (5) gallons or less per bag, subject to the following restrictions:
    - (i) No straps, soldier piles, tape, wire, rope, or any other material or device shall be used to hold together or fasten any sand bags in place;
    - (ii) No filter cloth, geotextile fabrics, mats or other underlayments shall be placed in conjunction with the use of any sand bags; and
    - (iii) All sandbags shall be commercially manufactured for the purpose of holding sand, be tan, off-white or white in color, and manufactured with single layer fabric, with a grab tensile strength not exceeding three hundred (300) pounds or a trapezoidal tear strength not exceeding one hundred (100) pounds.
  - (2) Walkways over sand dunes which meet all of the requirements of S.C. Code 1976, § 48-39-130(D), as amended, and all regulations promulgated thereunder, shall be allowed.
  - (3) Placement of sand fence and installation of vegetation in accordance with OCRM Critical Area Regulations R.30-13 shall be allowed.
  - (4) Other than walkways over dunes, sand fencing and vegetation, no alteration of primary oceanfront sand dunes shall be allowed.
- (C) No person shall obstruct any beach or beach access within the City. Violation of this section shall be a misdemeanor, and punished in accordance with the provisions of section 1-3-66.
- (1) For purposes of this section, the term "beach access" means any public route of ingress to and egress from the beach.
  - (2) For purposes of this section, the term "obstruct" or "obstruction" means any act or occurrence that inhibits pedestrian use of the beach access, including but not limited to the placement of vegetation or fencing within the beach access, the erection of any barrier within the beach access, any change in topography in the beach access, or the placement of any material in, on, over, under or touching the beach access that impedes or adversely affects pedestrian use.
  - (3) The City shall have the right to remove all obstructions to the beach or beach accesses. In removing such obstructions, the City, its employees, contractors and agents, may enter onto private property in order to remove the obstruction.

- 
- (4) All costs of removal, including costs of personnel and equipment and any reimbursement for damage, shall be borne by the person placing or creating the obstruction.
  - (5) The following activities are deemed to be obstructions to beach access, and are punishable in accordance with section 1-3-66:
    - (a) It shall be unlawful to drive a vehicle on any public beach or beach access, except as follows:
      - (1) Vehicular use of the beach and beach access which is determined by the City Council to be for public health and safety purposes;
      - (2) Emergency use of the beach and beach accesses by emergency vehicles; or
      - (3) Other vehicular use of the beach or beach accesses approved by City Council.
    - (b) It shall be unlawful to park a vehicle in the public right-of-way in such a manner as to block or obstruct use of a beach or beach access.

(Code 1994, § 5-4-15; Ord. No. 1997-10, 8-26-1997; Ord. No. 2006-2, § 1, 2-28-2006; Ord. No. 2007-5, § 1, 3-27-2007)

## Sec. 5-5-7. Development standards.

- (a) *Location.* Critical area, land subject to flooding by normal tides, freshwater wetlands and other areas subject to periodic inundation shall not be subdivided for residential use, unless provisions are made for satisfactory drainage in accordance with the requirements of OCRM, U.S. Army Corps of Engineers and other applicable State and Federal regulatory agencies. All drainage system shall be designed and constructed in accordance with the requirements of the OCRM and the latest edition of the County Road Code.
- (b) *Easements and dedications.*
  - (1) Easements for drainage, water or sewer, may be required along rear and side property lines where necessary. Redesign of the lot may be required to address drainage conditions.
  - (2) Drainage easements shall be provided and dedicated in accordance with the requirements of the OCRM and the latest edition of the County Road Code.
  - (3) Easements shall center along or be adjacent to a common property line where practical.
  - (4) No subdivision shall block or obstruct the natural drainage of the adjacent area.
  - (5) Existing natural drainage shall be retained or adequately relocated.
  - (6) Dedication of streets, schools sites, or recreational areas may be required.
- (c) *Lots.* Lot requirements are contained in sections 5-4-32 through 5-4-40, with special requirements and exceptions contained in additional sections of this title.
- (d) *Flood prevention.*
  - (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
  - (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
  - (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
  - (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which is greater than fifty (50) lots or five (5) acres.
- (e) *Other requirements.*
  - (1) All land subdivisions in the City shall be in accordance with (Class A) Urban Land Surveys as promulgated by S.C. Code 1976, title 40, ch. 22, as amended, and as described in the Minimum Standards Manual For the Practice of Land Surveying in South Carolina.
  - (2) **Beachfront property.** All plats for beachfront property shall contain the following note:  

"The City of Isle of Palms, at the time of the approval of this plat, prohibits the issuance of any permits for any kind of hard beach erosion control structures or devices (i.e., sea walls, revetments, rip-rap, bulkheads, groins, large sandbags, etc.) within the area landward of the OCRM critical area and within a 250-foot radius of the mean high water mark of the Atlantic Ocean, Breach Inlet, or Dewees Inlet, and strongly opposes the issuance of any permits for hard beach erosion control structures elsewhere in the City.
  - (3) The Planning Commission shall approve and authorize the name of a street or road laid out within property over which it has jurisdiction. Also, it may, after fifteen (15) days' notice published in a newspaper having general circulation in the City, change the name of a street or road within the City pursuant to S.C. Code 1976, § 6-29-1200, as amended.

- 
- (4) No land development plan, including subdivision plats, shall be approved unless all land intended for use as building sites can be used safely for building purposes without danger from flood or other inundation or from other menaces to health, safety or public welfare.
  - (5) Stormwater management. No land development plans, including subdivision plats, shall be approved unless the property meets all requirements contained in title 3, chapter 3, pertaining to stormwater regulations.

(Code 1994, § 5-5-7; Ord. No. 1999-7, 4-27-1999; Ord. No. 2007-6, § 1, 3-27-2007; Ord. No. 2007-17, § 1, 8-28-2007)

June 7, 2023

Mr. Douglas Kerr  
Deputy City Administrator  
Director of Building, Planning and Licensing  
City of Isle of Palms  
P.O. Drawer 508  
Isle of Palms, SC 29451

**Sea Level Adaptation Plan  
Isle of Palms, SC**

Dear Mr. Kerr,

Seamon, Whiteside, & Associates (SW+) is pleased to offer a proposal for professional engineering services to support the development of a sea level adaptation plan for the City of Isle of Palms.

**Scope of Services**

**Division One: Information Gathering**

1. Compile current sea level rise and precipitation depth projections developed by public agencies including but not limited to the National Oceanic and Atmospheric Administration (NOAA) and the United States Army Corps of Engineers (USACE).
2. Compile existing and publicly available infrastructure assets in a geographic information system (GIS) format. Assets to be compiled will include but will not necessarily be limited to buildings, roads, pump stations, and septic systems.
3. Compile previously developed drainage recommendations from other consultants, as made available from the city, in GIS format.
4. Compile previously implemented and/or planning solutions that may address sea level rise.
5. Compile existing city records of rainfall, tidal, and groundwater monitoring data sets completed from previous studies.
6. Develop and deploy web-based citizen survey to obtain input on sea level rise, as well as web-based mapping. The survey will include a series of questions and allow citizens to also upload photo-documented tidal flooding.
7. Organize and conduct workshops and/or interview style meetings with city departments, external stakeholders, and the public to gather pertinent information related to critical infrastructure assets, on-going and planned infrastructure projects, and long-term planning goals. SW+ will work with city staff to identify key personnel, stakeholders, and public citizens to include in these meetings. It is anticipated that up to three, 1 hour, workshops will be conducted with the assistance of city staff during the information gathering division. Three SW+ staff (engineers and land planners) will be present at all workshops.
8. Meet with city staff to review and compile input received from workshop meetings. It is assumed that SW+ will hold a single meeting with city staff following completion of all three workshops.

**Division Two: Draft Plan Development**

1. Complete a GIS-based vulnerability assessment based on sea level rise projections and infrastructure assets compiled in Division One. Vulnerabilities will be assessed for various sea level rise scenarios and time scales. These results will be used to develop vulnerability mapping in GIS and map form. Vulnerabilities will only be assessed based on the summation of a cyclical tide plus a sea level rise projection and will not include storm surge modeling.
2. Develop goals and vision statements for the sea level rise adaptation plan.

501 Wando Park Blvd Suite 200 Mount Pleasant, SC 29464 | (843) 884-1667 | [seamonwhiteside.com](http://seamonwhiteside.com)

MOUNT PLEASANT | GREENVILLE | SUMMERVILLE | SPARTANBURG | CHARLOTTE

3. Develop draft adaptation strategies that could mitigate against vulnerabilities generated from potential sea level rise. Adaptation strategies may include physical infrastructure projects (e.g., berms), policy-driven changes (e.g., zoning regulations), and/or include previously recommended strategies from other city studies or plans (e.g., Phase 4 drainage master plan). Adaptation strategies will be categorized into short-term and/or long-term measures based on the scale, complexity, or time required to implement. Order of magnitude budgetary costs may be developed for strategies developed by the SW+ team but will be considered “rough”. Cost estimates developed by consultants for the city on previous studies and/or projects may be adopted and incorporated into the plan, if available.
4. Identify potential funding sources to support the city in implementing draft adaptation strategies. This task will include developing a matrix with the funding source and associated financial constraints (e.g., funding cap, match requirement, eligible activities, and funding cycle).
5. Develop draft sea level adaptation plan and present to stakeholders in a workshop style meeting (see Division one). It is anticipated that only one workshop meeting will be conducted during Division Two.

### **Division Three: Final Plan Development**

1. Revise and finalize sea level adaptation plan based on stakeholder feedback received during Division Two.
2. Present final plan to city council and stakeholders. It is assumed that one meeting will be conducted to present the final sea level adaptation plan. It is assumed that up to three SW+ staff will be present during the presentation.
3. Package and deliver final plan and all digital data collected during Division One and Division Two to the city.

#### *Notes:*

1. *Field survey or field investigations are not included in this scope of services.*
2. *Civil engineering and landscape architecture design services are not included in this scope of services.*
3. *Grant services are not included in this scope of services.*
4. *Detailed construction cost estimates are not included in this scope of services.*

#### **Fees:**

We will provide the indicated services for the following lump-sum fees:

Division One: Information Gathering .....	\$12,000
Division Two: Draft Plan Development.....	\$17,400
Division Three: Final Plan Development .....	\$5,900

Hourly rate services and/or additional services shall be invoiced according to the table below:

SW+ current hourly rates are as follows:

Principal in Charge.....	\$230.00
Managing Principal.....	\$220.00
Professional Support.....	\$90.00
Administrative Support.....	\$70.00

Landscape Architecture

Director.....	\$195.00
Senior Landscape Architecture Team Leader.....	\$185.00
Landscape Architecture Team Leader.....	\$175.00
Senior Landscape Architect.....	\$165.00
Senior Project Manager.....	\$165.00
Landscape Architecture Project Manager.....	\$160.00
Land Planner IV.....	\$160.00
Land Planner III.....	\$150.00
Land Planner II.....	\$140.00
Land Planner I.....	\$130.00

Civil Engineering

Director.....	\$195.00
Senior Civil Engineering Team Leader.....	\$185.00
Civil Engineering Team Leader.....	\$175.00
Senior Civil Engineer.....	\$165.00
Senior Project Manager.....	\$165.00
Civil Engineering Project Manager.....	\$160.00
Civil Engineering Project Coordinator.....	\$150.00
Senior Civil Designer.....	\$165.00
Civil Designer IV.....	\$160.00
Civil Designer III.....	\$150.00
Civil Designer II.....	\$145.00
Civil Designer I.....	\$135.00
Senior CAD Technician.....	\$140.00
CAD Technician IV.....	\$130.00
CAD Technician III.....	\$120.00
CAD Technician II.....	\$110.00

CAD Technician I .....	\$100.00
<u>Construction Administration</u>	
Director .....	\$195.00
Senior Construction Administration Project Manager .....	\$165.00
Construction Administration Project Manager .....	\$160.00
Construction Administration Project Coordinator .....	\$150.00
Construction Administration Field Representative II .....	\$140.00
Construction Administration Field Representative I .....	\$130.00
Entitlements Manager .....	\$130.00
Permitting Coordinator .....	\$120.00

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

Mileage outside of the local area .....	\$0.625 per mile
<i>(Local area is defined as the metropolitan area of the originating office of the proposal)</i>	
Printing of construction and project drawings (\$0.40 per sq ft)	
24 x 36 .....	\$2.40 each
30 x 42 .....	\$3.50 each
36 x 48 .....	\$4.80 each
Color inkjet plotting (\$8.00 per sq ft)	
24 x 36 .....	\$48.00 each
30 x 42 .....	\$70.00 each
36 x 48 .....	\$96.00 each
Black and white inkjet plotting (\$2.00 per sq ft)	
24 x 36 .....	\$12.00 each
30 x 42 .....	\$17.50 each
36 x 48 .....	\$24.00 each
Black and white Xerox copies	
8½ x 11 .....	\$0.20 each
8½ x 14 .....	\$0.25 each
11 x 17 .....	\$0.35 each
Color Xerox copies	
8½ x 11 .....	\$1.00 each
8½ x 14 .....	\$2.75 each
11 x 17 .....	\$3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.



Other project related reimbursable expenses, such as but not restricted to, outside consultants, postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Jason Munday PE  
Vice President

RCP/jm

Accepted By:

Please Provide Billing Contact  
Email address:

---

Signature and Title

## SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)

### A. GENERAL TERMS OF AGREEMENT

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
2. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.
3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.
4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.
6. **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
  - 6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.
7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
  - 8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the

ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms "Certification," "Certify," and "Certified," as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional's knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.
10. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
  - 10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - 10.2. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
  - 10.3. Furnish, at the Client's expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
  - 10.4. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
  - 10.5. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
  - 10.6. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant's services or any defect or noncompliance in any aspect of the project.
  - 10.7. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.
11. **Method of Payment.** The Client agrees to pay the Consultant's invoices in a timely manner:
  - 11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.
  - 11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.
  - 11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+'s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.
  - 11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.
  - 11.5. No deductions shall be made from the Consultant's compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.
  - 11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.
12. **Fees Not Dischargeable.** The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.

13. **Fee Resolution.** The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County, South Carolina.
14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.
15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's prevailing fee schedule and expense policies.
16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, owners, and subconsultants shall not exceed \$50,000.
18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.
19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers' Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
20. **Betterment.** If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
21. **Use of Documents.** SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.
  - 21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

22. **Electronic Documents.** The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

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

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

22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

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

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

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

23. **Construction Phase Services.**

23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant's observation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- 23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant's plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow Consultant's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant's plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant's plans, specifications or design intent, or for failure to obtain and/or follow Consultant's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant's plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant's prevailing fee schedule and expense reimbursement policy.
- 23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant's employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client's Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant's subconsultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.
24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
- 24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer's personnel to assist in the defense of the issuance of the permit or certificate.
25. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.
26. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant's responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP related services to continue beyond that time, they shall be agreed to under a separate Contract.
27. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be



responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

28. **Definition of “Hazardous Materials”.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

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

28.2. **Hazardous Substances and Conditions.** This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.

29. **Corporate Protection.** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant's individual employees, officers or directors.

Date: 6/7/2023  
 Job No.: 10439  
 Client: City of Isle of Palms

Project Name: Sea Level Rise Adaptation Plan  
 Project Location: City of Isle of Palms  
 State: South Carolina  
 County: Charleston


Division One	Information Gathering	CE - Team Leader \$175.00	CE - Project Coordinator \$150.00	LA - Team Leader \$175.00	LA - Senior Architect \$165.00	LA - Planner II \$140.00
1.1	Project Management	4				
1.2	Compile SLR and Climate Change Data		4			
1.3	Compile Infrastructure and Associated GIS Data Sets		4			
1.4	Compile and Review Previous Plans and Studies		8			
1.5	Compile Completed and Planned Projects		2			
1.6	Compile and Review City Hydrologic Data		4			
1.7	Develop and Deploy Citizen Survey and Web Mapping		9			
1.8	Prepare for City Workshops and Interviews	1	3	1		
1.9	Conduct City Workshops and Interviews - Assume three 1 hour workshops	6	6	6		
1.10	Compile Records from City Workshops and Interviews	2	4	2		
1.11	QA/QC	4	1	4		
Total Hours		17	45	13	0	0
Subtotal		\$12,000				
Division Two	Draft Plan Development	CE - Team Leader \$175.00	CE - Project Coordinator \$150.00	LA - Team Leader \$175.00	LA - Senior Architect \$165.00	LA - Planner II \$140.00
1.1	Project Management	2		2		
1.2	GIS-Based Vulnerability Assessment		9			
1.3	Vulnerability Assessment Mapping		9			9
1.4	Develop Plan Outline, Goals, and Vision	1	1	1		
1.5	Develop Draft Adaptation Strategies		9			9
1.6	Identify Funding Sources and Summarize	2				
1.7	Develop Draft Adaptation Plan		20			20
1.8	Present Draft Adaptation Plan	1	3	1		
1.9	QA/QC	6	2	6		2
1.10						
1.11						
Total Hours		12	53	10	0	40
Subtotal		\$17,400				
Division Three	Final Plan Development	CE - Team Leader \$175.00	CE - Project Coordinator \$150.00	LA - Team Leader \$175.00	LA - Senior Architect \$165.00	LA - Planner II \$140.00
1.1	Project Management	2				
1.2	Finalize Adaptation Plan		16			4
1.3	Prepare for and Present Plan to Council	2	4	2		
1.4	Prepare and Deliver Final Products		2			
1.5	QA/QC	2	1	2		1
1.6						
1.7						
1.8						
1.9						
1.10						
1.11						
Total Hours		6	23	4	0	5
Subtotal		\$5,900				





# Request for Proposals – Parking Management Services

---

- Request for Proposals out – May 25, 2023
  - Ad placed in the Post & Courier – May 29, 2023
  - Staff outreach to parking management firms
  - Deadline for Questions – June 9, 2023
  - Mandatory pre-bid meeting – June 16, 2023
  - Deadline for proposals – June 30, 2023
- 

# Waterway Boulevard Path Elevation Project

---

- Project goal is to improve the Waterway Boulevard Pathway to serve as a flood barrier to provide protection from tidal intrusions from the Intracoastal Waterway (north) side of the island (Project Area 2). This project corridor extends from 21 st A venue to 41 st A venue and is approximately 8,850 LF (1.68 miles). The proposed pathway improvements include raising the pathway to elevation 6.0' (NAVD88) to provide protection from extreme tides and sea level rise.
- Cost estimate \$1,197,694.
- City submitted a grant for the Hazard Mitigation Grant Program (HMGP) Covid-19. State received \$32M for projects.
- If awarded, grant would cover 90% of the cost plus \$55,000 for management costs. Local match of 10%.
- Project has been ranked as a top priority by SC Emergency Management Division. City's application is in the final review stage by FEMA and is expected to be funded at the 90-10 cost share.
- Pre-award costs of \$137K for engineering and \$20K for permitting have been approved to be contracted and expended prior to final award notification, without risking being disqualified for the grant award.
- City must follow federal procurement guidelines prior to executing contract for engineering and permitting.
- Staff to pursue bidding process to solicit proposals from engineering firms.
- Final grant allocation announcements expected first quarter of 2024.



**Response to Request for Proposals  
RFP-2023-03: Engineering Design  
and Permitting for Marina Dredging**

**Isle of Palms,  
South Carolina**

---

**Due: Friday, May 26, 2023 by 2:00pm**



941 Houston Northcutt Blvd., Suite 201  
 Mount Pleasant, SC 29464  
 843.414.1040  
[www.appliedtm.com](http://www.appliedtm.com)

May 26, 2023

Desiree Fragoso  
 City Administrator  
 City of Isle of Palms  
 1207 Palm Boulevard  
 Isle of Palms, SC 29451

**Re: Response to Request for Proposals (RFP – 2023-03): Engineering Design and Permitting for Marina Dredging**

Dear Ms. Fragoso:

**Applied Technology & Management (ATM)**, a Geosyntec Company, has the [relevant qualifications, dredging-related experience, relationships with the appropriate permitting authorities, expertise building public consensus, and substantial history on the marina site](#) to continue serving as the City's trusted, collaborative engineering consultant for services related to the above-mentioned RFP. We are pleased to submit our proposal to provide professional engineering design and permitting services for marina dredging and are confident that we can successfully deliver reliable and efficient service on this project.

As you review our qualifications and capabilities, please consider the following success factors emphasized throughout our submittal:

- **Relevant Qualifications and Dredging-Related Experience.** Over the last three decades, ATM has been the engineer-of-record on hundreds of dredging projects throughout the southeastern U.S. and abroad, representing a total cumulative dredged volume more than 30 million cubic yards. Our projects include maintenance dredging, dredged material management, port and harbor expansions, marina development, shoreline stabilization, channel and berth deepening/widening, and inlet management.
- **Relationships with Permitting Authorities.** ATM is exceptionally experienced in navigating the regulatory permitting process for waterfront projects. We maintain ongoing, professional relationships with key regulatory staff in a variety of offices including the United States Army Corps of Engineers (USACE), the South Carolina Department of Health (SCDHEC/OCRM), and other agencies.
- **Expertise Building Public Consensus.** Throughout our history, ATM has succeeded in working collaboratively with various stakeholders to help drive project success. Our experience working with the City, the marina operator (Coastal Marinas), and the various marina entities on Morgan Creek will be invaluable on this project.
- **Local Experience and Resources.** This project will be serviced through our Mount Pleasant office, which is located 11 miles from the City's marina. Our project manager, Senior Principal Kirby Marshall, has a great deal of marina-related experience and has served the City of Isle of Palms continuously since 2015. He is highly experienced leading high profile public waterfront access

May 26, 2023

projects that require a great deal of stakeholder interaction, including the Isle of Palms marina redevelopment project. Mr. Marshall is supported by outstanding coastal engineering talent in our Mount Pleasant office, which includes several highly experienced, coastal engineers.

- **Expertise Maintaining Schedule and Budget.** Our extensive municipal experience has prepared us well for executing tasks within the contract period. ATM has many proven internal project controls that will assist with keeping projects on schedule and within budget.

ATM is committed to exceeding the City's expectations and is grateful for the opportunity to submit our proposal. Should you have any questions and/or concerns, please do not hesitate to contact me. Thank you in advance for your consideration of our qualifications.

Sincerely,



**Kirby Marshall**  
Senior Principal  
Mobile: 843.224.8536  
[kmarshall@appliedtm.com](mailto:kmarshall@appliedtm.com)

## TABLE OF CONTENTS

TAB 1.	BUSINESS' RELEVANT EXPERIENCE AND QUALIFICATIONS
TAB 2.	RELEVANT EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL
TAB 3.	DREDGING EXPERIENCE
TAB 4.	TECHNICAL PROPOSAL AND FEE SUMMARY

# TAB 1.

## Business' Relevant Experience and Qualifications





## TAB 1. BUSINESS' RELEVANT EXPERIENCE AND QUALIFICATIONS

### COMPANY PROFILE



A Geosyntec Company

**Applied Technology and Management (ATM)** has more than 30 years of experience in providing [marine and waterfront engineering and consulting services](#) to both public and private clients. [Our waterfront staff includes more than 20 licensed professional engineers, engineer interns and waterfront specialists.](#)

ATM professionals have planned, permitted, and/or designed more than 2,100 marina and waterfront facilities throughout the U.S. and abroad. Many of these projects included redevelopment, revitalization, dredging, and maintenance activities for existing marina facilities and more than 200 were for municipal clients. This direct, relevant experience is exceptionally valuable for the [City of Isle of Palms and your marina, a facility/site that we know well and have served since 2015.](#)

Our decades of working in and around the marine environment provides our staff with unparalleled insight and experience. Waterfront projects are more complex than traditional upland projects and our approach to every project focuses on the minimization of impacts to environmental resources, implementation of recognized and advanced industry standards in design and construction techniques, and specific attention to scheduling and cost controls.

### OFFICE OF RECORD

Our Mount Pleasant office (941 Houston Northcutt Blvd., Suite 201, Mount Pleasant, SC 29464) will be the local office serving this project through ATM Senior Principal Kirby Marshall. He has a great deal of marina-related experience. He is highly experienced with leading high profile public waterfront access projects that require a great deal of stakeholder interaction. Further, Mr. Marshall is well-versed in marina dredging projects and has comprehensive knowledge of the subject marina site having worked on it continuously for the City since 2015. Mr. Marshall is well-supported by ATM's Mount Pleasant-based coastal engineering staff, which includes six master's-level coastal engineers and various support staff.

### KEY SERVICES

#### DREDGING-RELATED EXPERIENCE

Over the last three decades, ATM has been the engineer-of-record on hundreds of dredging projects throughout the southeastern U.S. and abroad, representing a total cumulative dredged volume in excess of 30 million cubic yards. Our projects include maintenance dredging, dredged material management, port and harbor expansions, marina development, shoreline stabilization, channel and berth deepening/widening, and inlet management.



We have considerable experience and expertise in projects that involve the dredging of materials ranging from muck to rock and sand, to projects with very-fine-grained silty clays, as well as a range of available dredging, dewatering and disposal methods. Project sites range from small, environmentally sensitive locations to urban, heavy-use and congested facilities.

ATM possesses in-house expertise with sediment chemistry, contaminant analysis, dredge efficiency design, alternative placement schemes, use of flocculants, ultimate fate planning, and hydrographic surveying. We are highly experienced with hydraulic and mechanical excavation in small- and large-scale efforts. This includes new excavation efforts with recreational and commercial users as well as maintenance of inlets, navigation channels, port facilities, and recreational vessel harbors. From a disposal perspective, we have direct experience with a myriad of disposal approaches, including inland confined disposal facilities (CDFs), dredged management material areas (DMMAs), ocean dredged material disposal sites (ODMDS), temporary geotextile storage, nearshore placement, beneficial uses, dredge material wetland creation, and living shorelines.



Our staff is exceptionally qualified in evaluating projects for long-term management and sustainability within the complex regulatory framework of South Carolina and the southeastern U.S. Determining the best long-term solution for each project has given our staff varied project experience that includes: open-water disposal; water injection dredging; agitation dredging and bed leveling planning, permitting and design; engineered CDFs for upland disposal; evaluation of a range of techniques and alternatives to dredging; and development of beneficial use options for management of maintenance dredged material.

Our dredging-related experience includes:

- Feasibility and alternatives studies
- Evaluation of existing conditions, processes and causes of sedimentation
- Development and permitting of DMMAs and CDFs
- Disposal permitting, design and environmental studies
- State and federal permitting and coordination
- Dredging project design and specifications
- Dredging project management and monitoring
- Hydrographic, bathymetric, and upland surveys
- Environmental resource surveys, mitigation strategies and habitat creation plans
- Beneficial uses for dredged material including beach nourishment, sand bypassing, marsh and wetland creation, nearshore mounds, and bird islands
- Stakeholder involvement and coordination with the public
- Construction administration services

## DREDGE OPTIMIZATION ANALYSIS

Specialized services provided by ATM include consulting, field investigation, engineering, and advanced modeling services on dredge optimization. Dredge optimization evaluates alternative design dredge plan footprints, depths, configurations, and structural solutions for existing and proposed projects, ranging in size from single berths to larger port plans. Ultimately, a dredge optimization analysis results in decreased operational costs and downtime by reducing the frequency and/or volume of required maintenance dredging efforts. The analysis includes specialized field investigations of hydrodynamic, sediment, and water quality parameters; advanced 3-D hydrodynamic and sediment transport modeling; analysis of alternative dredge design configurations; and recommendation of the most efficient dredge plan design for long-term operational performance.

Though not specifically required for the services indicated in this RFP, aspects of ATM's expertise in this area will translate to our project planning, permitting, and design work.

## SEDIMENT MODELING

We are also known for our innovative work in a wide range of numerical modeling applications. Surface water modeling is a key element of our water and natural resources practice. Our practitioners have expertise in a wide range of surface quality modeling tools and applications, including expertise in hydrodynamic, sediment transport, contaminant fate and transport, and water quality modeling.

Several examples of ATM's innovative concepts and outcomes are briefly summarized in this section. Concepts were employed to reduce sedimentation and thus the need for dredging.

- **Belle Isle Yacht Club, Georgetown, SC:** Developed numerical model to identify several structural alternatives to reduce sedimentation and dredging within the marina basin.
- **Crab Bank Bird Habitat Creation, Mount Pleasant, SC:** Devised beneficial use of dredged material (800,000 cubic yards) to create a bird habitat island.
- **Charleston City Marina, Charleston, SC:** Relocated the marina into slightly deeper water to reduce dredging.
- **Drum Island Mitigation Marsh, Charleston, SC:** Returned an old 22-acre disposal area back to marsh to compensate for dredge/fill of the marsh in other areas.
- **TraPac Commercial Berth, Jacksonville, FL:** Realigned the berth and developed transitional dredge cut to reduce maintenance dredging by 30 percent.
- **CB 7 and CB 8 Sedimentation Studies, (Georgia Ports Authority):** Numerical modeling to study berth face orientation to minimize sedimentation rates.

Again, while not specifically called out as required services for this RFP, ATM's expertise in this area will greatly aid the dredge planning effort and associated/ongoing marina planning and redevelopment considerations.

## PUBLIC CONSENSUS BUILDING

Understanding that any project is only successful if it meets the needs of the end users of the facility, we regularly incorporate suggestions from consensus-building charrettes and stakeholder meetings into our marina plans and dredging programs. We also garner feedback from local communities via public forums and project websites. These efforts allow us to create plans that meet the specific needs of the community that the facility is intended to serve. Ultimately, the goal of any marina/dredge planning exercise is to develop a market-sensitive, sustainable design that maximizes return on investment while enhancing access to the water for the surrounding community. Our experience in this realm and our professional relationships in the immediate project area will be exceptionally valuable to the City as neighboring marinas are engaged to discuss the potential for a joint dredging effort.



## FUNDING

In today's economic climate, securing funding for projects has become increasingly difficult. It is more important than ever to consider all funding sources available, particularly grant funding. ATM maintains contacts throughout the industry and routinely works with our clients to identify potential sources of grant funding for our projects. ATM staff pursue funding opportunities from a variety of state, regional and local sources such as the Land and Water Conservation Fund (LWCF) as well as federal programs that include the U.S. Fish and Wildlife Service Clean Vessel Act (CVA) and Boating Infrastructure Grant (BIG P) programs.

We've had dramatic success in securing grant funding for waterfront projects. As a point of reference, [we have helped our clients obtain over 50 BIG P awards for more than \\$40 million in 10 states and territories.](#) These grants can help fund not only waterside infrastructure but selected upland infrastructure and amenities as well.

[Though not specifically required by this RFP solicitation, ATM will be able to inform the City on a variety of potential grant funding sources and offer advice and input related to existing grant funding administration.](#)

## ENVIRONMENTAL PERMITTING

Through our work along the waterfront, ATM is exceptionally experienced in navigating the regulatory permitting process for waterfront projects. We maintain ongoing, professional relationships with key regulatory staff in a variety of offices including the United States Army Corps of Engineers (USACE), the South Carolina Department of Health and Environmental Control Ocean and Coastal Resource Management (SCDHEC OCRM), and other agencies. Our vast institutional knowledge and experience in dealing with the myriad hurdles that waterfront development projects face will pay key dividends to the City on this project.

Our planning and environmental permitting staff help clients efficiently manage regulatory risk and proceed with confidence when pursuing new projects. We proactively identify critical environmental issues, develop environmental permitting strategies, and conduct field surveys and investigations to support successful permit outcomes. Our permitting specialists work closely with design teams to build projects that will meet

compliance obligations. Our construction experts and environmental monitors assist during the construction phases to help ensure compliance with permits.

## **HISTORY OF PROVIDING ACCURATE COST ESTIMATES**

ATM has extensive experience in project design, construction documents, and project bidding. We use institutional knowledge of projects and accepted industry standards as a basis for construction bid packages that typically include plan sets, technical specifications, and detailed bid forms.

Our volume of ongoing bidding and construction administration services for boat ramps, marinas, dredging, and docking infrastructure allows us to evaluate numerous recent construction bids/costs for similar projects in the eastern U.S. We have a proven track record of providing realistic bid estimates based on our continuing experience with realized bid values.

ATM also maintains positive, ongoing relationships with regional marine contractors/dredgers that keep us aware of current cost trends and contractor workload/availability.

## **CONSTRUCTION AND BID PHASE SERVICES**

ATM's engineers and supporting technical professionals provide practical experience not only with planning, permitting, and designing waterfront projects but also with constructing the projects. In fact, over the past several years, [ATM has been involved in the construction phases of waterfront projects valued at nearly \\$500 million](#). This gives us great insight into the physical aspects of waterfront [structures and the current development cost climate](#).

We provide services including bid administration, field observations, project oversight, construction progress meetings, contract administration, and permit compliance and monitoring. With regard to dredging, we routinely work with dredging contractors and owners to monitor and confirm dredging progress through computer analysis of dredging progress surveys. This work helps ensure a high level of accuracy in dredging contractor payment applications. This also provides owners the peace of mind that they are indeed getting what they are paying for on dredging projects, where the results are not immediately visible.

## TAB 2.

# Relevant Experience and Qualifications of Key Personnel





## TAB 2. RELEVANT EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL



ATM has the in-house resources and capabilities to provide all required services of this project. Presented on the following pages are qualifications for select ATM team members, many of whom have worked together for decades. This dynamic team works together effortlessly to get the highest-impact work completed for our clients and will continue to do the same for the City of Isle Palms.

Our project manager, Senior Principal Kirby Marshall, has a great deal of marina-related experience and has served the City of Isle of Palms continuously since 2015. He is highly experienced with leading high profile public waterfront access projects that require a great deal of stakeholder interaction, including the Isle of Palms marina redevelopment project. Mr. Marshall is supported by outstanding coastal engineering talent in our Mount Pleasant office, which includes several highly experienced, coastal engineers.

The matrix below identifies each team member's anticipated/general role on the project and highlights their qualifications. For further details on the project team's expertise and experience, refer to the full-length resumes provided at the end of this section.

No.	Name	Discipline	Role	Total Years Experience	Highest Degree Earned	Credentials
1	Sam Phlegar	Waterfront Services	Principal-in-Charge	38	MS	PE
2	Kirby Marshall	Waterfront Services	Project Manager	26	MBA	--
3	Fran Way	Waterfront Services	Lead Coastal Engineer	25	MS	PE; CFM
4	Phil Slagle	Waterfront Services	Coastal Engineering and Permitting Support	17	MS	PE



## **SAM PHLEGAR, PE**

**PRINCIPAL-IN-CHARGE | 38 YEARS EXPERIENCE**

### **Areas of Specialization**

- Marina Development: Feasibility, Construction, Facility Programming
- Marina Design, Funding/Financing
- Coastal Engineering: Coastal Process Analysis, Beach Nourishment Design
- Shoreline Stabilization Methods
- Construction Administration
- Environmental Permitting
- International Resort Development

### **Education**

- MS, Coastal and Oceanographic Engineering, University of Florida, 1989
- BS, Civil Engineering, Clemson University, 1983

### **Professional Registrations**

- Prof. Engineer, SC, No. 14609, 1992

### **Professional Affiliations**

- Ex-Board of Directors, Association of Coastal Engineers
- National Marine Manufacturing Association
- Urban Land Institute

### **Summary of Qualifications**

Mr. Phlegar currently serves as president and principal engineer of ATM. He has significant experience in engineering design, feasibility studies, local, state, and federal regulatory permit approvals, and successful construction programs. In a previous role as director of the marina division, he structured ATM's due diligence program for marina facility acquisition and marina feasibility programs that created worldwide demand for ATM's marina expertise. Primary fields of concentration include waterfront development, marina planning and design, coastal engineering, coastal construction, and regulatory permitting.

Mr. Phlegar specializes in projects serving public and private interests across the U.S. as well as internationally and represents clients as an expert witness in administrative hearings where water quality, structural impacts, waterway capacity/safety and/or environmental concerns are an issue. He has led and/or participated in more than 400 waterfront development and restoration initiatives.

### **Relevant Project Experience**

**Charleston City Marina Redevelopment, Charleston, SC.** Principal engineer leading the redevelopment of a 400+slip marina that is the centerpiece of Charleston's recreational waterfront. The multiphase program began in 2005 and continues today. Tasks included planning and design of 2,000 linear feet of transient and permanent floating docks, fuel facilities, and expansion of tour and charter boat facilities. Conducted environmental, feasibility, and economic studies for re-design and completed plans and specs, bid, and contract documents for the various phases of the project.

**Municipal Marina Redevelopment, Fernandina Beach, FL.** Project manager for evaluation and redesign of the City-owned marina in the downtown historic district. The facility had a severe sedimentation problem due to previous siting errors with much of the marina being unusable at low tide. Developed a series of options for consideration and a detailed financial model to aid in this process. Designs were finalized, state and federal permits approved, and bids obtained.

**Vilano Boat Basin, Vilano, FL.** Redesigned large boat basin facility to minimize sedimentation problems associated with access channel alignment and to reduce maintenance dredging requirements. Conducted alternative analysis encompassing two channel relocations, four shore perpendicular structure footprints and cross sections, dredge quantity computations, environmental impact assessment, retaining wall alternative analysis, cut/fill volumetric computations for new channel excavation, dredge pumping efficiency analysis and four-acre wetland in-filling. Supervised preparation of bid documents and construction drawings, and managed contractor qualification and selection processes. Project manager for construction phases: providing site engineering, inspection, and construction management activities for all phases of operation.

**Indian River Marina, Delaware Seashore State Park, DE.** Developed planning and economic studies to determine the highest and best use of existing upland and waterside components. As project manager, completed design for 330 wet slips and 200 dry slips. Specific project elements included replacing and/or repairing deteriorated infrastructure (306 wet slip floating dock system, 1,500 feet of vertical bulkhead, fuel supply, parking, upland support buildings, water supply and landscaping), and phased construction management to maintain use of the facility during redevelopment.

**Harbour Town Marina Dredging, Hilton Head Island, SC.** Project manager and engineer-of-record for maintenance dredging of Harbour Town. Utilized open ocean disposal site with travel distances of 14 nautical miles. Plans required excavation and transport of approximately 30,000 cubic yards. Provided consulting services related to a proposed marina expansion. Responsible for the development of a numerical model to simulate pollutant dispersion and quantify extent of travel within existing shellfish closure zone. Agent of record for all permitting activities.

**SIDA Dredge, Hilton Head Island, SC.** Performed a dredge spoil site evaluation for an association of four Hilton Head marinas. This project ran concurrently with an open water disposal study for the same group. The site evaluation included capacities, cycle options, earthwork, and innovative dewatering designs.

**Gull Point Marina, Hilton Head Island, SC.** Project manager for maintenance dredging project. Activities included permit modifications and update, field investigations, material removal quantification, contractor negotiations, plans and specification development, field inspections and final material removal calculations for payments.

**South Beach Marina, Hilton Head Island, SC.** Agent of record for all permitting activities. Project manager and engineer-of-record for maintenance dredging of 45,000 cubic yards of material. Responsible for preparation of plans and specifications, contract negotiations, and construction management. Permitted unique disposal operation: hydraulic placement into ocean going dump scow with disposal in open ocean disposal area. Designed seawall repair adjacent to basin.

**Paradise Cove Marina, Myrtle Beach, SC.** Responsible for design and permitting for a 66-wet slip and 300-boat dry stack marina located along the intracoastal waterway. Completed marina layout, bulkhead design (1,300 linear feet), dredging plans (hydraulic and mechanical) diked spoil containment area design, and wetland mitigation and stormwater plans.

**Tolers Cove Marina, Mount Pleasant, SC.** Project manager for maintenance dredging of 45,000 cubic yards of material from the Tolers Cove Marina. Agent of record for all permitting activities. Obtained all state and federal permits to allow mechanical and/or hydraulic dredging of the basin and approach channel. Designed a two-cell upland disposal area on ICWW adjacent island. Responsible for plans and specifications, field engineering, construction management and contract administration.





## KIRBY MARSHALL

**PROJECT MANAGER | 26 YEARS EXPERIENCE**

### Areas of Specialization

- Site Assessment
- Due Diligence Studies
- Marina/Waterfront Planning
- Megayacht Facility Planning
- Market Study Development
- Financial Analysis/Forecasting
- Regulatory Permitting
- Construction Management
- Owner's Representative Services
- Grant Funding

### Education

- MBA, The Citadel, 2002
- BS, Industrial Technology, Construction Management, University of North Florida, 1997

### Professional Affiliations

- South Carolina Marina Association/NMMA
- State Organizations for Boating Access
- Citadel MBA Association
- Citadel Business Network Editorial Board, Founding Member
- Citadel Alumni Association
- Beta Gamma Sigma Honor Society

### Summary of Qualifications

Mr. Marshall has an exceptional range of experience in waterfront feasibility, planning and development projects. His duties include business development and project procurement, feasibility analyses, site assessment, planning, market studies, financial modeling, cost estimating, scheduling, regulatory permitting, design, bidding, construction management, owner's representative services, and overall project management.

He provides services on marina and waterfront development projects throughout North America, the Caribbean and the Middle East including several facility redevelopment projects. His expertise includes dredge planning, disposal analysis, and waterfront regulatory permitting for marina and dredging projects.

Prior to working in marina consulting and design, Mr. Marshall was employed in the construction products industry with general contracting firms in Florida and South Carolina.

### Relevant Project Experience

**Isle of Palms Marina Redevelopment, Isle of Palms, SC.** Led comprehensive redevelopment planning effort for renovation of a municipal marina. Tasks included organizing and moderating stakeholder meetings; developing/monitoring/updating project website; leading detailed facility condition assessment, detailed marina market analysis, detailed parking and traffic assessment, and regulatory and engineering assessment; redevelopment master planning efforts; and developing economic projections for proposed improvements. Included multiple public presentations and detailed coordination with site tenants and city officials. Secured a Tier 1 Boating Infrastructure Grant (BIG). Subsequent work included project permitting through state and federal agencies as well as marina engineering design. Phase 1 of project construction was completed in 2022. Phase 2 works are ongoing and include planning, permitting, and design of a public access pier and kayak launch as well as marina water depth and sedimentation analysis.

**Grand Marina, Mount Pleasant, SC.** Led marina development feasibility study for conceptual marina development project along the Atlantic Intracoastal Waterway. Specific areas of study included detailed dredging and disposal feasibility, market feasibility and coordination with regulatory agencies regarding proposed dredging works.

**Rockland Maine Marina, Trident Yacht Basin, Rockland, Maine.** Project manager for waterfront planning and marina expansion study. Completed marina market assessment and reviewed and critiqued current permitted plans and marina arrangement. Work included site assessment and profiling of area marinas and facilities as well as cost estimates and financial feasibility. Follow on work included grant funding assistance, engineering design (including dredging), and bidding services.

**Amite River Mariners Club Planning and Permitting, LA.** Led project planning, environmental permitting through LADNR and USACE and oversaw engineering design for upland dredged marina basin and drystack.

**Litchfield Plantation Marina Construction Management, SC.** Performed construction management on the redevelopment of this 65+ slip private marina. Renovation included: new floating dock system, sewage pumpout system, dredging of existing marina basin, bulkhead installation, water/sewer service to docks and upland facilities, parking, and causeway construction. Follow up work has included regulatory permitting for entrance channel dredging.

**Myrtle Beach Marina Feasibility, SC.** Conducted site assessment and regulatory due diligence for potential marina development along the AIWW in northeast South Carolina (several sites). Work included dredging analysis of proposed marina basin areas off the Waterway.

**Redfish Bay Marina Due Diligence and Planning, Ingleside, TX.** Led comprehensive due diligence and planning effort for proposed marina. Work included market assessment, site engineering review, marina facility planning, excavation/dredging analysis, detailed financial analysis, and regulatory permitting support. Follow up work included development of detailed marina/dredging alternatives analysis to facilitate regulatory permitting efforts, market updates, and refinement of financial projections.

**Rodney Bay Marina Redevelopment, St. Lucia.** Led a multi-discipline team on this comprehensive marina redevelopment project. Redevelopment entailed 230 floating wet slips, 32 fixed megayacht slips, supporting utilities, significant marina basin dredging, shoreline stabilization, and upland improvements. Served as project manager and coordinated all design, bidding, and construction with worldwide project participants.

**Yacht Haven Grande Marina Development, St. Thomas, USVI.** Performed detailed project planning, site inspection and led construction administration on this world class megayacht facility. Work included detailed dredging planning and construction administration.

**Christophe Harbour Construction Administration, St. Kitts.** Provided construction administration and on-site inspection support on this 24-slip luxury megayacht marina in the Caribbean. Project included intensive marina basin and entrance channel dredging work.



## **FRAN WAY, PE, CFM**

**LEAD COASTAL ENGINEER | 25 YEARS EXPERIENCE**

### **Areas of Specialization**

- Coastal and Ocean Engineering
- Coastal Processes and Sediment Transport Modeling
- Wave Modeling
- Shoreline Erosion Modeling
- Hydrodynamic Modeling
- Water Quality Modeling
- FEMA Flood Zone Analysis and Remapping
- Permitting and Comprehensive Environmental Studies
- EIS and NEPA Support
- Endangered Species Formal Consultations
- Fisheries, Wetland, and Biological Studies
- Physical and Biological Oceanography
- Data Collection and Statistical Analysis
- Data Mining

### **Education**

- MS, Ocean Engineering, Texas A&M University, 2000
- BS, Biology, Boston College, 1993

### **Professional Registrations**

- Prof. Engineer, SC, No. 27831, 2009
- Prof. Engineer, NC, No. 044849, 2017
- Certified Floodplain Manager, No. US-21-11993, 2021

### **Professional Affiliations**

- Member, FEMA Scientific Resolution Panel
- South Carolina Beach Advocates
- North Carolina Beach, Inlet, and Waterway Association

### **Summary of Qualifications**

Mr. Way specializes in coastal, environmental and water resources engineering. He applies his background in coastal and water resources to flood hazard risk assessments, wave and current modeling, beach nourishment, dredging and navigation studies, alternatives analyses, and shoreline stabilization projects. Mr. Way provides hydrodynamic, water quality, flushing, watershed, sedimentation, acoustic, artificial neural network, shoreline, and wave modeling and completes field data collection, data mining, statistical, and time series analyses. He is proficient in various surface water hydrodynamic, hydrologic, hydraulic, and water quality models.

Mr. Way has provided services on more than 60 FEMA letters of map revision (LOMRs) and flood insurance rate map (FIRM) appeals. He provides expert witness testimony on coastal engineering and FEMA-related issues.

### **Relevant Project Experience**

**Central Reach Reimbursement Nourishment Project and FEMA mitigation, Holden Beach, NC.** Project manager responsible for the FEMA-sponsored "Category G" engineered beach mitigation project that is related to damages from Hurricanes Florence (2018), Michael (2018), Dorian (2019) and Isaias (2020). The mitigation projects were bundled to save effort and costs. An offshore borrow area search was conducted to identify over 1.6 million cubic yards of material. A permit application was developed and submitted. Project was successfully bid, contracted, and constructed using two hopper dredges. The project placed 1.54 million cubic yards and was completed April 2022.

**Pine Island Inlet Restoration and Beneficial Use of Dredged Material, Hilton Head Island, SC:** Worked with the Hilton Head Plantation POA to design and permit a project to excavate the inlet mouth to restore it to deeper and wider conditions. The purpose of the project was to improve navigation as well as flushing and exchange with the Park Creek marsh system. The dredged/excavated material was then beneficially reused where beach compatible material was placed along a nearby Pine Island erosional shoreline.

**Holden Beach Nourishments, Holden Beach, NC:** Project manager responsible for the design, permitting and overseeing borrow area and beach nourishment construction activities in 2008, 2009, 2014, 2017 and 2019.

**Ripley Light Yacht Club Dredging, Charleston, SC:** Project manager overseeing the latest dredging effort for Ripley Cove which includes the yacht club and a slip-owner property owner's association. Evaluated disposal alternatives and options including mechanical and hydraulic excavation methods as well as disposal options (pipeline, truck haul, offshore disposal, etc.). Updated and submitted permit modification, coordinated with disposal area owners, and designed a cost-effective dredging approach to remove 50,000 cy of material.

**Crab Bank Sedimentation Study, Mount Pleasant, SC:** Worked with the Town of Mount Pleasant to ensure that the Crab Bank Island bird habitat restoration was designed and constructed as to not detrimentally impact the mouth of Shem Creek from a navigational and recreational perspective. Developed several numerical models: wave model, hydrodynamic model, and sedimentation model to evaluate several different placement locations and volumes. Met with the Town, USACE, SCDNR and other stakeholders frequently to optimize the habitat restoration effort.

**Grand Marina Basin Construction Feasibility and Dredge Disposal Analysis, Mount Pleasant, SC:** Developed an analysis related to a potential marina basin in an old dredge disposal area along the intracoastal waterway. Also developed a cost estimate for the project, recommendations to ensure adequate flushing, and long-term dredged material management costs and alternatives.

**Marina Basin Excavation and Beneficial Uses Study, Daufuskie Island, SC:** Worked with client and regulatory agencies to develop a resort marina basin. Dredged material disposal (including beneficial uses) and water quality modeling were two primary studies conducted.

**Village Creek Landing Dredge and Disposal Analysis, St. Simons Island, GA:** Project manager responsible for designing of a shallow-draft channel dredge project and researched disposal alternatives in the area. Also provided cost estimates and long-term management issues.

**3025 Marshall Boulevard Coastal Engineering, Dune Restoration Bidding and Construction Phase Support, Sullivan's Island, SC:** Assisted homeowner with construction of a dune restoration truck haul project. Coordinated with several truck and sand hauling companies and ensured the project met all regulatory permit conditions and restrictions.

**DeBordieu Colony Beach Nourishment Bidding, Contracting and Construction Oversight, DeBordieu, SC:** Responsible for the design and permitting of the 650,000 CY nourishment project. Developed comprehensive bid package utilizing hopper dredge and borrow area offshore. Negotiated and contracted with winning bidder. Provided project oversight and coordination. Conducted post-project related monitoring.

**Daniel Island West Dredge Cell Improvements, South Carolina Ports Authority, Charleston, SC:** Working with the S.C. Ports Authority (SCPA) to re-establish the use of the Daniel Island West Cell Dredged Material Containment Area (DMCA). Developed topo and hydro survey plans, performed existing conditions assessment, assisted on geotechnical studies, and basis of design tasks. Assisted with design tasks and Issued for Bid Documents.

**Hugh K. Leatherman Container Berth Terminal Sedimentation Assessment, Data Collection and Modeling, Charleston, SC:** Collected flow, current, and sediment data at the Hugh Leatherman Terminal in support of a sedimentation study to minimize maintenance dredging. Developed the sedimentation model and provided several minimization alternatives.



## PHILIP SLAGLE, PE

COASTAL ENGINEERING AND PERMITTING SUPPORT | 17 YEARS EXPERIENCE

### Areas of Specialization

- Marina and Port Engineering and Planning
- Design of Coastal Structures, Harbors, and Channels
- Met-Ocean Studies and Modeling for Coastal Structural Design
- Dredging and Reclamation Planning, Design, and Site Management
- Marina Market Studies and Feasibility Assessments
- Financial Planning and Pro Forma Model Projections
- Marina and Coastal Works Construction Management
- Bridge Scour for Tidal and Riverine Environments
- Physical Hydraulic Modeling

### Education

- MS, Coastal Engineering, University of Florida, 2006
- BS, Civil Engineering, Clemson University, 2004

### Professional Registrations

- Prof. Engineer, SC, No. 30414, 2012

### Professional Affiliations

- Member, American Society of Civil Engineers
- Dubai Municipality Certified Engineer
- PADI Advanced Open Water Scuba Diver

### Summary of Qualifications

Mr. Slagle has experience in civil and coastal/ marine engineering with an emphasis on waterfront development consulting. He provides services on a variety of projects and in multiple geographic regions with an emphasis on projects in the United States, Australia, and the MENA Region.

Mr. Slagle provides consulting services across all aspects of waterfront assets including feasibility, planning, permitting, design, and contract management. Waterfront areas of applied expertise include beaches and shorelines, navigable waterways and water bodies, marinas including superyacht facilities, and small port terminals for bulk cargo ships and container vessels. He is experienced in coastal and maritime applications including coastal processes analysis, design of coastal protection including rock breakwaters and revetments, sediment transport studies, ship simulation studies for channel and harbor design, marine structures design, dredging and reclamation design and management, and onsite management of contracts related to construction and site investigations.

### Relevant Project Experience

**Anson Marina at Palmetto Bluff, Phase 1, Bluffton, SC.** Project manager for permitting, design, bidding, and construction phase services for a 50-slip marina facility (Phase 1) on the New River.

**Ripley Light Yacht Club Dredge Permitting and Marina Services, Charleston, SC.** Procured new bathymetric surveys and led regulatory efforts to support a dredging campaign at the marina. Performed a due diligence assessment of the floating docks and piles, investigated concepts with the Owner for refinement of the existing marina masterplan as well as future expansion, and managed a grant application process for future installation.

**St. Johns Yacht Harbor Marina, Johns Island, SC.** For an existing marina facility on the Stono River, provided planning, permitting, and coastal engineering assessment services for an extension of the marina. Provided detailed design support for boat lift piers and fixed walkways, technical specifications for bidding, bid assistance, and support during construction.



**Carolina Yacht Club Master Planning, Charleston, SC.** Studied the expansion opportunities of the facility's wet berths at the historic yacht club in Charleston Harbor. Responsible for developing marina layouts and phasing strategies, investigating feasibility for a new drystack facility, planning for a floating marina office and piled pier, developed engineering plans, and performed permitting services with federal and state agencies.

**SeaBreeze Marina Redevelopment, Charleston, SC.** Project manager on the redesign and permitting of a marina expansion. Performed due diligence assessments of the marina and coastline protection including historical structures, layout options for marina expansion planning, full permitting services, application and management of grant funding, bidding, and construction phase services.

**Legendary Marina, Destin, FL.** Prepared alternative marina layouts and concept designs for a marina facility on Mid Bay. Additional planning involved stage/launch pontoon renovation concepts for an existing dry stack facility. Efforts included investigating and consulting on environmental permitting procedures, wave computer modeling, production of Tier 1 wind/wave environmental study, and presentation to clients.

**Confidential Project, Marina and Cruise Market and Feasibility Studies, Saudi Arabia.** Marina consultant for a large-scale tourism development vision master plan. Assisted in cruise feasibility studies and supported market analysis. Performed analysis of remote sense data for coastal and marine environmental studies and dredging assessments. Provided coastal engineering analysis and performed cost estimation.

**Dubai Harbour Police Berth Design, Dubai, UAE.** Provided design of anchor piles for a new floating side-tie mooring for several police and emergency service vessels at Dubai Harbour Marina. Challenges to overcome included reusing existing floating docks from a previous nearby installation and siting anchor piles in deep dredge depths and close to large revetted slopes with scour protection.

**Nareel Island Design, Abu Dhabi, UAE.** Senior engineer and project manager for the marine works related to a residential island development. Tasks included master planning of the waterfront areas, marinas and boat lifts; investigation of existing site conditions; hydrodynamic and numerical modeling; concept and detailed design for dredging, reclamation, beaches, rock revetments and groins, and causeways; tender services; and construction supervision.

**Quintana Roo Marinas, Mexico.** Developed cost for construction of multiple marinas, concept design and cost projections for coastal structures and dredge work.

**\*Geraldton Port, Western Australia:** Provided supervision and direction for maintenance dredging (130,000m<sup>3</sup>) at an existing port including management of reclamation areas and handling of contaminated sediments.

**\*Port Geographe, Busselton, Western Australia:** Final design and contract management for procurement and installation of a bypassing system for sand and seagrass. The project required a permanent transfer system for a dredge to pump material 800 meters away from an active waterway and canal system, and maintenance dredging of accumulated materials in the canals.

**\*Southdown Magnetite Project, Albany, Western Australia:** Provided port planning and design development services for port expansion project. Primary responsibilities included port traffic optimization modeling, design of the shipping channel, and technical/contractual management of several tasks including marine geotechnical investigations, ADCP deployments, magnetometer surveys with UXO clearance, pilotage simulation studies, UKC studies, seawall design, dredge plume modelling, and flushing studies.

*\*Denotes experience prior to ATM.*

**TAB 3.**

## **Dredging Experience**



## **TAB 3. DREDGING EXPERIENCE**

Over the last three decades, ATM has been the engineer-of-record on hundreds of dredging projects throughout the southeastern U.S. and abroad, representing a total cumulative dredged volume more than 30 million cubic yards. Our projects include maintenance dredging, dredged material management, port and harbor expansions, marina development, shoreline stabilization, channel and berth deepening/widening, and inlet management.

The following pages provide a brief summary of ATM's experience at the subject site as well as our dredging experience in recreational waterfront areas. In addition to the highlighted work, ATM has extensive experience with beach nourishment and commercial/port-related dredging projects.

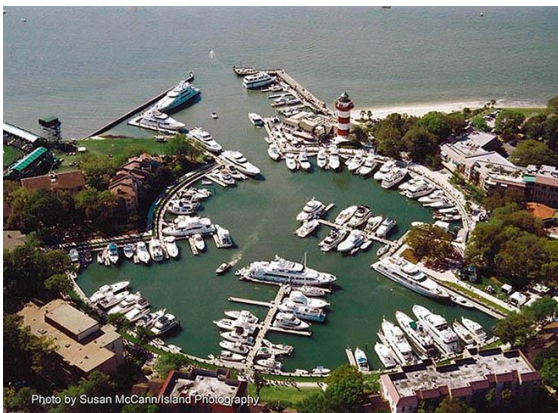


# MAINTENANCE DREDGING AND DISPOSAL

## Multiple Marina Sites

### SUMMARY

ATM has planned, permitted, designed and provided construction management services for millions of cubic yards of maintenance dredging and disposal projects throughout the Southeast U.S. and beyond. Our staff are highly experienced in open water disposal planning, engineered confined disposal facilities for upland disposal and development of beneficial uses for dredged material options. Representative maintenance dredging and disposal project sites/clients include:



### SERVICES RENDERED

- Project Planning and Stakeholder Coordination
- Regulatory Permitting
- Water Quality, Hydrology, and Sedimentation Studies
- Dredge and Disposal Plan Design
- Design and Construction Oversight of Upland Spoil Containment Areas
- Bid Specifications and Contractor Selection
- Owner's Representative Services
- Onsite Construction Management

- Charleston City Marina, SC
- Patriots Point Marina, SC
- Gull Point Marina, SC
- Crickett Cove Marina, SC
- Harbor Town Yacht Basin, SC
- Mariners Point Marina, SC
- Georgetown Harborwalk Marina, SC
- South Island Dredging Association, SC
- South Point Marina, SC
- Toler's Cove Marina, SC
- Litchfield Marina, SC
- Grande Dunes Marina, SC
- Charleston Harbor Marina, SC
- South Beach Marina, SC
- Windmill Harbor, SC
- Grand Marina, SC
- Belle Isle Marina, SC
- Ambos Marina, GA
- Village Creek Landing, GA
- Elba Island, GA
- Agitation Dredging, Georgia Ports Authority
- Container Berth Expansion 7 and 8, Georgia Ports Authority
- Hutchinson Island Slip 1, GA
- Savannah City Lights Marina, GA
- Golden Isles Marina, GA
- Brunswick Terminal, GA
- Armada Bay Marina, FL
- Vilano Boat Basin, FL
- Lighthouse Point, FL
- St. Augustine Municipal Marina, FL
- Fernandina Harbor Marina, FL
- JAXPORT CertainTeed Gypsum Dredging Plan, FL
- Lake Osborne, FL
- Marsh Landing Marina, FL
- Marineland Marina, FL
- Maximo Marina, FL
- Beach Marine, FL
- Broward Street Boat Ramp, FL
- Manatee Pocket Dredging Feasibility, FL
- Sebastian Inland Harbor Marina, FL
- Lake Worth Lagoon Maintenance Dredging, FL
- Town of Lake Park Marina, FL
- Bay Point Marina, FL
- Indian River Marina, DE
- Rockland Marina, ME
- Parker's River Marina, MA
- Amite River Marina, LA
- Arlington Marina, NC
- Gum Thickett Marina, NC
- Crab Cay, Bahamas
- Yacht Haven Grande, USVI
- Rodney Bay Marina, St. Lucia
- Rose Island, Bahamas
- Elbow Cay, Bahamas
- Norman's Cay, Bahamas
- Trellis Bay, BVI
- Christophe Harbour, St. Kitts
- Puerto Los Cabos, MX

# ISLE OF PALMS MARINA REDEVELOPMENT

City of Isle of Palms  
 Isle of Palms, South Carolina



## SERVICES RENDERED

- Site Conditions Assessment
- Parking and Traffic Assessment
- Marina and Drystack Market Assessment
- Regulatory and Engineering Overview
- Master Plan Development
- Pro Forma Financial Analysis
- Construction Cost Estimating
- Design, Permitting and Bidding Services
- Construction Administration
- Stakeholder Workshops
- Project Website Hosting
- Public Presentations
- Grant Funding Assistance

## PROJECT SUMMARY

ATM has been assisting the City of Isle of Palms with marina redevelopment activities since 2015.

ATM led a multi-disciplinary team of consultants to assist the City of Isle of Palms with redevelopment plans for the Isle of Palms Marina. Purchased by the City two decades prior, infrastructure at the facility was aging while the popularity of the site had increased to the point where parking and traffic in and around the area had become extremely problematic.



ATM worked with City staff, council members, key stakeholders, and residents to assess the existing conditions at the site and to create redevelopment scenarios to capitalize on the popularity of the site, improve traffic flow and parking, and provide improved public park and water access components at the site.

Each stakeholder had specific requirements for water access, parking, utilities, and general site utilization. Additionally, the City was committed to keeping the site free and open to residents. Further, maintaining substantial public access and parking for an onsite boat ramp and creating a new, separate launch for non-motorized vessels (e.g., kayaks) were critical elements of the master planning efforts.

ATM's team was able to successfully navigate many complex issues and priorities at this site to create an effective redevelopment master plan that maximized public access, greatly improved traffic flow and parking, promoted pedestrian visitation to the site, provided ample recreational opportunities, and maintained all current uses at the site.

The first phase of redevelopment was completed in 2022. This included new marina floating docks, marine utilities (shore power, potable water, fire suppression, marine fuel, marine pumpout), shoreline stabilization improvements, and new/expanded boat ramp staging docks. Additional ATM services included design, permitting, bidding, grant funding assistance, and construction administration.

ATM is currently working with the City to develop a new ADA-compliant kayak launch and public dock.



# RIPLEY INLET DREDGING

Ripley Light Yacht Club, Slips at Ripley POA, Coastal Marinas  
Charleston, South Carolina



## SERVICES RENDERED

- Dredge Spoil Site Review and Disposal Analysis
- Bathymetric Surveying and Analysis
- Bid Package Development
- Bidding Support
- Regulatory Permitting
- Stakeholder Coordination

## PROJECT SUMMARY

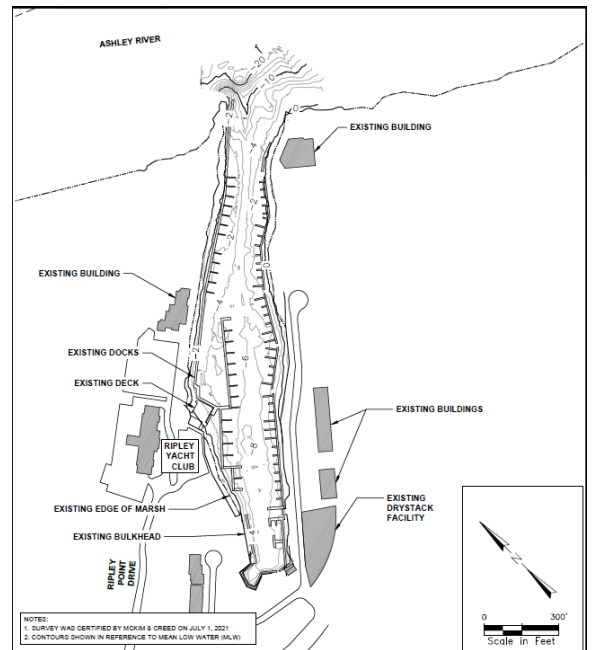
ATM has been engaged at the Ripley Light Yacht Club in Charleston for a number of years. We performed a variety of marina planning, permitting, and grant application services for the former and current owners.

Recently, ATM worked for the former and current owners (Coastal Marinas) as well as the adjacent dockminium entity, Slips at Ripley POA, on a marina dredging planning, design, and permitting exercise.

Services provided related to dredging the Ripley Inlet have included a review of existing permit documents, a dredge spoil site review and disposal analysis, pre-dredge surveying, dredging bid package development, bidding support, and regulatory permitting services.

Our work included close coordination with marina stakeholders, such as the South Carolina Department of Health and Environmental Control Ocean & Coastal Resource Management (SCDHEC-OCRM), the South Carolina Port Authority (SCPA), and the USACE.

Additional work features marina planning and grant funding, which includes the development of a successful Boating Infrastructure Grant (BIG) application intended to help fund marina expansion. The awarded grant funding totaled \$1,500,000.



# GRANDE MARINA DREDGING

Private Developer  
Mount Pleasant, South Carolina



## SERVICES RENDERED

- Dredged Material Handling and Disposal Alternatives Analysis
- Regulatory Coordination
- Marina Market Analysis
- Marina Parking Study

## PROJECT SUMMARY

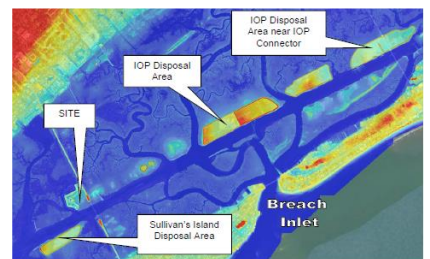
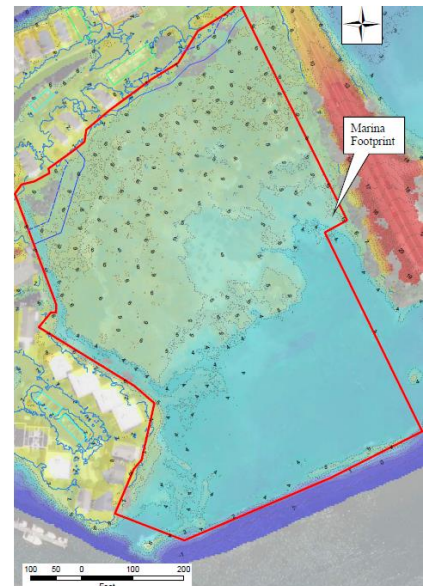
ATM was commissioned by a private developer to lend technical insight into a proposed marina development program on the Intracoastal Waterway in Mount Pleasant, South Carolina. The proposed marina plan included a significant amount of required dredging activity, including potential impacts to sensitive habitat.

ATM worked with the developer to peer review a previous dredging analysis, estimate dredge volumes based on existing survey data, identify potential disposal options for the dredged material, coordinate with the U.S. Army Corps of Engineers (USACE) regarding availability of nearby confined disposal facilities (CDF's), assess disposal area capacities, provide cost estimates for the dredging works, and make recommendations regarding the most appropriate alternative for the proposed excavation.

ATM also initiated the regulatory process for the project and engaged with the USACE as well as a number of other federal and state agencies, such as the U.S. Fish and Wildlife Service, South Carolina Department of Natural Resources (SCDNR), and SCDHEC-OCRM to review and discuss the project.

The developer engaged ATM to conduct a marina market analysis that was utilized to justify the size of the project and required excavation/water depths as well as a marina parking study to confirm that parking requirements could be adequately provided on site.

Ultimately, the developer elected not to pursue the development, but this recent assignment provided ATM keen insight into the current regulatory and dredged material disposal climate in an area proximate to the Isle of Palms Marina site.





# MOUNT PLEASANT DREDGING RELATED SERVICES

Town of Mount Pleasant  
Mount Pleasant, South Carolina



## SERVICES RENDERED

- Stakeholder Engagement
- Site Assessment
- Bathymetric Survey Evaluations
- Sedimentation Monitoring and Analysis
- Dredge Volume and Footprint Study
- Dredge Disposal Numerical Modeling
- Construction Observations
- Beneficial Use of Dredge Material Evaluations
- Grant Application Technical Support

## PROJECT SUMMARY

ATM has represented the Town of Mount Pleasant as their expert consultant for a variety of activities associated with the Shem Creek waterfront and associated dredging activities since 2018.

**Crab Bank:** The USACE developed plans to dispose of dredge spoil in open water to restore a large bird sanctuary (~30 acre island with 660,000 CY). The Town had heightened concerns over potential impacts to Shem Creek and nearby navigation channels. Therefore, ATM provided consulting services, which included the following:

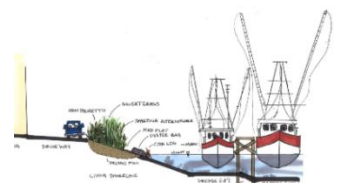
- Engagement and coordination with project stakeholders.
- Evaluation of surveys and other documentation to assess sedimentation.
- Numerical modeling of proposed Crab Bank design. Development of new design alternatives to minimize sedimentation and required maintenance dredging in the area.
- Construction observations of dredge disposal to ensure improved design and best management practices were implemented properly.



**Sedimentation Monitoring and Dredge Evaluation:** ATM conducted annual sedimentation monitoring for the Town along the Shem Creek waterfront. We also conducted regular bathymetric surveys and analyzed against historic surveys and vessel size, docking and navigation requirements to determine recommended dredge volumes and limits.



**NOAA Coastal Resiliency Grant Support:** ATM provided technical support to the Town for their submittal for a National Oceanic and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resiliency Grant. ATM's support included an evaluation of dredging requirements, shoreline, and habitat improvement opportunities for dredge disposal, and development of conceptual project plans, timelines, and costs.



# TAB 4.

## Technical Proposal and Fee Summary



## TAB 4. TECHNICAL PROPOSAL AND FEE SUMMARY

### TECHNICAL PROPOSAL

#### TASK 1 – LOCAL ENGAGEMENT AND COORDINATION

Prior to planning dredging works for the Isle of Palms (IOP) Marina, ATM recommends contacting and meeting with the neighboring facilities on Morgan Creek (specifically, Dewees Marina and Morgan Creek Harbor Association / Wild Dunes). It is noted that ATM has worked/is currently working for several of the marina entities on Morgan Creek. These relationships can likely facilitate such a meeting.

The meeting topics will focus on the need for a new dredging permit, review the approximate timeframe and considerations for permitting, discuss any upcoming dredging needs for Morgan Creek, and invite others to participate in a permit application. ATM will also discuss survey requirements and identify any additional data requirements for a permit application. There will likely be cost and regulatory efficiencies if the works can be combined across multiple sites instead of standalone efforts.

ATM assumes one meeting with pre-coordination efforts.

**Deliverable:** Memorandum summary of the meeting with feedback received and recommendations.

**Note:** Tasks 2-7 have been scoped and costed assuming that the City's marina site will be the only one included in the dredging planning, permitting, and construction effort. Should one or more stakeholders in the area choose to join the City's dredging effort, ATM will re-visit the scope/fees proposed herein and work with the City and/or joining stakeholders to develop and execute an appropriate contract/change order for additional services to accommodate additional dredging locations.

#### TASK 2 – DREDGE DISPOSAL ALTERNATIVES EVALUATION

Regulatory agency representatives require a detailed understanding of the proposed dredging volumes, dredged material, and disposal methodologies for a permit application to be considered. As such, some level of analysis is required to determine how much material will be removed, where the material may realistically be disposed of, and the regulatory implications associated therewith. To this end, ATM will perform an overview evaluation of dredged material handling alternatives from logistics and regulatory standpoints. Specifically, ATM will:

- Review previous dredging information.
- Estimate dredging volumes associated with different cut elevations, allowing us to understand the potential minimum and maximum dredge volumes and how those volumes affect various potential disposal alternatives. Advanced maintenance (based on potential sedimentation rates) and allowable overdepth dredging will also be assessed. We will utilize the most recent survey data provided by the City for this exercise.
- Identify potential disposal options for the material. This analysis will consider methodologies such as hydraulic suction dredging and disposal, mechanical excavation and hauling, on-site dewatering (using geotubes or similar technology), etc. to identify the most effective method.

- Provide Order-of-Magnitude cost estimate for identified dredging and disposal alternatives through review of recent Atlantic Intracoastal Waterway dredging events, informal consultation with local/regional dredgers, etc.
- Make recommendation regarding the most appropriate alternative for the project and how amenable regulatory agencies would be expected to be to this alternative.
- Assess capacity at nearby disposal facilities based on information obtained from USACE and/or use of available LiDAR data. In the event that USACE facilities are not available, ATM will request information from known private disposal sites in the local area.

○ **Note:** Physical disposal site assessment is not included herein.

At this point, ATM will arrange and attend a pre-application meeting with USACE that will include:

- Sharing a draft of a preliminary dredging plan drawing.
- Coordinating the availability/active status of nearby confined disposal facilities (CDFs).
- Reviewing sediment testing requirements.
- Receiving feedback on the proposed plan and identifying any new regulatory procedures that may affect the project approach or application.

**Deliverable:** Summary memorandum with volumes, identified alternatives, and recommendations regarding the most viable alternative for material handling and disposal.

### **TASK 3 – PRELIMINARY DESIGN AND SEDIMENT TESTING COORDINATION**

Utilizing the information developed in the previous task, ATM will confirm the City’s preferred dredging and disposal alternative and advance the concept to a preliminary design level. This will include refinements to the drawing set in response to USACE feedback and updates to quantities as necessary.

We will also develop a sediment testing program and coordinate with a local testing firm to procure and analyze up to two (2) sediment samples from within the proposed dredging footprint. The amount of testing and analysis is typically not insignificant and must address a large number of parameters to satisfy agency requirements. Please note that ATM will work with USACE to reduce/minimize sediment sampling and analysis requirements because this area has no history of sediment contamination and the dredged material represents maintenance dredging, not “new work.”

Based on previous dredging projects at the site and current marina operations, it is anticipated that the dredged material will be suitable for typical disposal alternatives. Should sediment testing demonstrate unacceptable concentrations or other key findings, or if otherwise mandated by USACE, additional disposal analysis or testing may be necessary and will be coordinated with the City (such additional testing is not included herein).

ATM will review the sediment test results and coordinate with the City on any potential impacts to the proposed dredging and disposal strategy.

**Deliverable:** Lab test results and analysis for sediment samples.



## **TASK 4 – REGULATORY PERMIT APPLICATION DEVELOPMENT**

For purposes of this proposal and based upon our current understanding of current dredging plans, ATM assumes that a formal critical area permit process will be required to facilitate regulatory permit authorization for the proposed work. The existing dredging permits for the site have expired. With this in mind, we offer the following.

ATM will compile and submit a new Critical Area Permit application to OCRM and USACE for the proposed dredging project. This shall include but not be limited to the following specific elements:

- Drawings prepared to state and federal processing guidelines, signed/sealed by a South Carolina professional engineer. Drawings will include, at a minimum:
  - Existing conditions
  - Proposed improvements (plan view)
  - Dimensioned layout
  - Typical sections and details
  - Disposal information
- Application form with supporting information and documentation
- Project description and justification for amendment
- Coastal Zone Management form and Agent Authorization
- Coordination of public notice

To the extent practical, we will utilize the information previously compiled for the marina redevelopment permit application which ATM developed (adjacent property owner list, proof of ownership, etc.) to populate the requirements of this application for dredging.

**Deliverable:** A single, comprehensive permit application package for submittal to USACE and OCRM.

## **TASK 5 – REGULATORY PERMIT APPLICATION COORDINATION**

Despite initial efforts (including the pre-application coordination), it is impossible to ultimately predict the outcome of any permit application request. Due to these inherent uncertainties, services required beyond the application preparation and submittal cannot be completely identified. Specifically, the agencies will require a public notice to allow the public as well as other state and federal resource agencies to review and comment on the application. When the public comment periods have expired, the agencies will forward copies of the comments received and ATM will coordinate with the City to develop responses to these comments as required. There is no way to anticipate the number or scope of the comments that will have to be addressed.

Since it is not possible to provide a fixed fee for this phase of the permitting process, ATM proposes to provide services associated with the regulatory permit coordination under an allowance (not to exceed) basis (see Summary of Professional Fees). ATM will keep the City apprised of efforts on this task and should additional effort be required above and beyond the stipulated allowance amount, ATM will notify the City in writing and proceed only upon written approval.

**Deliverable:** There is no specific deliverable associated with this task.

## **TASK 6 – BID PACKAGE DEVELOPMENT**

ATM will develop a bid package that will be utilized to solicit competitive quotes from prospective dredging contractors. This package and related effort will include:

- Utilizing the existing survey information and related site data, ATM will develop a basic set of bid plans for the dredging project. These plans will include depiction of existing site conditions/depths, existing site structures, proposed dredge depths, and related site information.
  - ATM will coordinate with the City and Marina operator to review and identify appropriate/general dredging procedures and offsets from marina vessels. This does not include a detailed structural evaluation of marine structures such as shoreline stabilization or pile design/depths. We will, however, review the pile design submittals from the recent marina expansion project as part of this effort.
  - **Note:** Remediation design for disposal site(s) not included herein.
- Develop a set of basic specifications for dredging and disposal.
- Develop a technical appendix for the bid package with information such as: regulatory documents, available sediment data, basic disposal area information (to the extent readily available, etc.)
- Work with the City to develop and include front-end documents including instructions to bidders (that establishes project criteria such as schedule, site access, contractor requirements, etc.), form of contract, form of bonds, form of payment application and related procedures/requirements will also be developed and provided.
- Develop and provide a bid form.

**Deliverable:** Dredging bid package including the above-described items.

## **TASK 7 – BIDDING, EVALUATION, AND NEGOTIATION**

ATM will support the City of Isle of Palms during the bidding process to help procure formal, competitive bids for the proposed work. ATM will administer the bidding process on behalf of the City and will serve as the primary technical contact and liaison between the City and prospective bidders. Specific responsibilities under this task will include:

- Coordinate with the City to advertise the project.
  - Assume the City to formally advertise the work on their website.
- Contact regional dredging contractors to gauge interest in the project and to direct the appropriate parties to the bid advertisement.
- Coordinate and lead a pre-bid meeting with the City, the marina operator, and prospective bidders.
  - Assume this meeting will be held on site and will be two (2) hours in duration.
- Review and respond to technical queries (RFI's) during the bidding process. Formal addenda will be developed and issued as needed.
  - Assume a maximum of eight (8) hours of professional time for these efforts.
- Conduct a technical review of received bids.
  - Tabulate bids in MS Excel software for ease of comparison.

- Review bids to ensure thoroughness and adherence to bid requirements.
- Review contractor's technical bid submittals for conformance with design and regulatory authorizations.
- **Note:** ATM's technical review is not intended to include an exhaustive review of multiple alternates or complex contractual matters. We also assume that the City's attorney will participate in the bid review.
- Provide formal recommendation for award to the City regarding contractor selection.
- Provide technical support to the City during contract negotiations with the selected contractor.
  - Assume two (2) hours of professional time (maximum).

**Deliverables:** Pre-bid agenda and minutes; Response to technical RFI's/addenda (as needed), bid tabulation, recommendation for award.

## **TASK 8 – CONSTRUCTION ADMINISTRATION**

ATM estimates that the active dredging for this project will likely take approximately 2 weeks (City Marina site only). Additional time for mobilization and demobilization will also be required. During the construction phase of the project, ATM will provide technical support to the City. This work will include the following:

- Participate in a pre-construction meeting with the City, marina operator, and the selected dredging company to review project goals, technical data, project approach, and regulatory requirements.
- Review contractor's pre-dredge survey and determine adequacy for use in volume calculations.
- Facilitate regulatory commencement notification.
- Provide limited coordination and responses to the selected dredging company regarding technical RFIs. Assume maximum of eight professional hours.
- Conduct two site visits during active dredging to observe general progress and meet with project stakeholders (City staff, marina operator).
  - **Note:** Physical testing of dredged material during construction and water quality monitoring of dredge/disposal area are not included herein.
- Review dredging company payment application requests (assume three maximum) and progress surveys (assume two maximum).
- Facilitate project close out.
  - Regulatory notification.
  - Provide City the final contractor-developed as-built survey.

**Deliverable:** Pre-Construction meeting minutes. Written RFI responses as required (within above-stated limits), site visit summary memoranda, certification of up to three payment applications.

## FEE SUMMARY

The total fees for the project are summarized below:

Task #	Professional Fee Summary	Cost
Task 1	Local Engagement and Coordination	\$3,500
Task 2	Dredge Disposal Alternatives Analysis	\$13,500
Task 3	Preliminary Design and Sediment Testing Coordination	\$27,500
Task 4	Regulatory Permit Application Development	\$9,500
Task 5	Regulatory Permit Application Coordination	\$5,000
Task 6	Bid Package Development	\$18,000
Task 7	Bidding Support	\$12,500
Task 8	Construction Administration	\$15,000
<b>Total</b>		<b>\$104,500</b>

- Fees for Tasks 1-4 and 6-8 are lump sum and include anticipated expenses and reimbursables.
- Task 5 is an allowance that will be invoiced on a time and materials basis as/if needed.
- It is assumed that any permit application fees will be paid by the City.



A Geosyntec Company

We are  
engineers, scientists  
and innovators.





### Sec. 1-4-31. Appointments; duties.

~~The City Council shall appoint retain a City Attorney, who shall serve at the pleasure of Council. The City Attorney may be an individual or law firm. The Any lawyer(s) serving as City Attorney shall be admitted to practice law in the State South Carolina and shall be a members of the South Carolina Bar in good standing. The City Attorney shall be legal counsel to the City and shall perform such other duties as may be required by law or ordinance. City Council may retain separate legal counsel to serve as City Prosecutor, who shall serve at the pleasure of Council. The City Prosecutor shall be admitted to practice law in South Carolina and shall be a member of the South Carolina Bar in good standing. The term of office for the City Attorney shall begin on January 1 and end on December 31 of each year. The appointment for each year will be announced by the Mayor at a special City Council meeting to be held on the first Tuesday of January.~~

The City Attorney shall have authority to retain, appoint or hire as independent contractors such additional attorneys or co-counsel as may be required to provide adequate and effective legal representation for the City, subject to the approval of City Council. Any such additional attorneys or co-counsel shall be admitted to practice law in ~~the State South Carolina and,~~ shall be members of the South Carolina Bar in good standing, ~~and shall perform their functions under the direction of the City Attorney. An assistant attorney shall have authority to act as the City Attorney when the City Attorney is unavailable or unable to serve. If the representation concerns matters pending in another state, any such additional attorneys or co-counsel shall be licensed to practice law in that state and a member of that state's bar in good standing.~~

**ORDINANCE 2023-09**

AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 4, OFFICERS AND DEPARTMENTS, ARTICLE D, CITY ATTORNEY, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES.

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

SECTION 1. That Section 1-4-31 “Appointment; duties” is hereby deleted in its entirety and replaced with the following new Section 1-4-31 to state as follows:

**“Section 1-4-31. Appointment; duties.**

City Council shall retain a City Attorney, who shall serve at the pleasure of Council. The City Attorney may be an individual or law firm. Any lawyer(s) serving as City Attorney shall be admitted to practice law in South Carolina and shall be members of the South Carolina Bar in good standing. City Council may retain separate legal counsel to serve as City Prosecutor, who shall serve at the pleasure of Council. The City Prosecutor shall be admitted to practice law in South Carolina and shall be a member of the South Carolina Bar in good standing.

The City Attorney shall have authority to retain, appoint or hire as independent contractors such additional attorneys or co-counsel as may be required to provide adequate and effective legal representation for the City, subject to the approval of City Council. Any such additional attorneys or co-counsel shall be admitted to practice law in South Carolina and shall be members of the South Carolina Bar in good standing. If the representation concerns matters pending in another state, any such additional attorneys or co-counsel shall be licensed to practice law in that state and a member of that state’s bar in good standing.

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 \_\_\_\_\_, 2023.

---

Phillip Pounds, Mayor

(Seal)

Attest:

---

Nicole DeNeane, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_



Date: February 28, 2023

To: Mayors, Managers, Administrators, Clerks and  
Local Revenue Service Contacts

From: Caitlin Cothran, Manager for Local Revenue Services

Re: Ordinance, Agreement, and Supplement for Local Revenue Service Programs  
**PROMPT ACTION REQUIRED**

For many years, the Municipal Association has offered collection programs for certain business license taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program, and the Telecommunication Tax Program. The Municipal Association has collectively rebranded these programs as Local Revenue Services and has renamed the three business license programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020,<sup>1</sup> the General Assembly standardized business licensing in the State of South Carolina. Following the adoption of this Act, the Municipal Association provided a revised model business license ordinance. Every municipality in the State has adopted a revised business license ordinance based on Act 176 and the new model ordinance.

As a result of the Local Revenue Services rebranding and the adoption of new local business license ordinances under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in Local Revenue Services. Please note as follows:

- There are THREE attachments to this memo: (1) an ordinance to participate in Local Revenue Services, (2) an intergovernmental agreement for the programs, and (3) a program participant supplement by which a municipality elects which programs to join.
- In order to continue to participate in Local Revenue Services, **your municipality must (1) enact the attached ordinance and, (2) once the ordinance is enacted, sign the attached agreement and supplement.**
- The ordinance must be **completed where highlighted and then enacted exactly as written.**
- The agreement must be **signed exactly as written.**
- The supplement must be **completed where highlighted and then signed exactly as written.**
- The Setoff Debt Program is not affected by the attached documents, which relate only to ITP, BTP, and TTP.
- The Association must have a certified copy of your amended ordinance, together with the original signed agreement and supplement, by **May 26, 2023**. We will send you a copy of the final agreement with the Municipal Association's signature for your file. If you require an original signed agreement for your files, provide two signed agreements to the Municipal Association.

<sup>1</sup> The Business License Standardization Act, found at S.C. Code Sec. 6-1-400 to -420.

The new program documents will not substantially change the operation of the Local Revenue Services programs from your perspective. The Municipal Association will continue to administer and collect business license taxes within ITP, BTP, and TTP. The rates for the Municipal Association's services will remain exactly the same as they are now. Finally, distributions of collected amounts will be made in the same manner and at approximately the same times as they are now.

The substantial changes to the Local Revenue Services programs are as follows:

- The new agreement is an intergovernmental agreement among all of the participating governments, rather than a series of standalone agreements.
- Local Revenue Services will act in its own name as a division of the Municipal Association and will be governed by a committee of the Municipal Association's Board of Directors.
- The terms on which the Municipal Association is delegated the authority to resolve litigation on behalf of its members have been clarified.
- An appeals process, as required by and consistent with Act 176, has been formally adopted.

If you have questions about the attached documents, please contact Caitlin Cothran at (803) 354-4786 or [ccothran@amsc.sc](mailto:ccothran@amsc.sc).

If your municipal attorney has questions about the attached documents, please direct him or her to contact Eric Shytle, General Counsel of the Municipal Association, at (803) 933-1214 or [eshytle@masc.sc](mailto:eshytle@masc.sc).

**ORDINANCE 2023-10****AUTHORIZING AND DIRECTING THE CITY OF ISLE OF PALMS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Isle of Palms (the “Municipality”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State (“Statewide Business License Taxes”);

**WHEREAS**, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipal Association of South Carolina (the “Association”) has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

**WHEREAS**, such local revenue service programs include a program known as the Insurance Tax Program (“ITP”) that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program (“BTP”) that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program (“TTP”) that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

**WHEREAS**, the Municipality currently participates in ITP, BTP, and TTP;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-14 on November 17, 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

**WHEREAS**, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

**WHEREAS**, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services (“LRS”) by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants,

including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

**WHEREAS**, Article VIII, Section 13(A) of the South Carolina Constitution provides that “(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;”

**WHEREAS**, the City Council of the Municipality (the “Council”) now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Isle of Palms, as follows:

**SECTION 1. Direction to Apply to and Join LRS.** The form of the Local Revenue Services Agreement (the “Agreement”) pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The City Administrator (the “Executive Officer”) is hereby authorized and directed to apply to participate in LRS. If the Municipality’s application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

**SECTION 2. Participation in Local Revenue Service Programs.** The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

**SECTION 3. Business License Taxes Applicable to Insurance Companies.** Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

- a) Except as set forth below, “gross premiums” for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.
- b) As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.
- c) As to bail bonds, “gross premiums” shall exclude any amounts retained by a licensed bail

bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.

- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

**NAICS**  
**Code**

524113      **Life, Health, and Accident.** 0.75% of Gross Premiums.

524126      **Fire and Casualty.** 2% of Gross Premiums.

524127      **Title Insurance.** 2% of Gross Premiums.

- g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

**SECTION 4. Business License Tax Applicable to Brokers.** Title 38, Chapter 45 of the S.C. Code (the “Brokers Act”) establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker’s premium tax.

**SECTION 5. Business License Taxes Applicable to Telecommunication Companies.**

- a) Notwithstanding any other provisions of the Current Business License Ordinance, the business license tax for “retail telecommunications services,” as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.

- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for “retail telecommunications services” shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

**SECTION 6. No Exemption for Interstate Commerce.** Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

**SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board.** Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an “LRS Business License Official”) to act as the Municipality’s business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the “Appeals Board”) for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality’s business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

**SECTION 8. Appeals Process.** With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further

appeal of the assessment by the taxpayer.

- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**SECTION 9. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

**ENACTED IN REGULAR MEETING**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Phillip Pounds, Mayor

(Seal)  
Attest:

\_\_\_\_\_  
Nicole DeNeane, City Clerk

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Ratification: \_\_\_\_\_



## LOCAL REVENUE SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and among the Municipal Association of South Carolina (the “Association”) and all the parties who are now or may hereafter become participants (“Participants”) in South Carolina Local Revenue Services, a division of the Association (“LRS”),

### WITNESSETH:

**WHEREAS**, certain governmental functions may be more efficiently and effectively provided in cooperation with other governments, particularly when the sharing of such functions may deliver economies of scale, avoid redundancies in staffing, facilitate intergovernmental communication and coordination, benefit the citizens and taxpayers of the State by offering single points of contact, and allow retention of highly trained and specialized staff or private contractors in situations in which it would not be cost effective for a single government to retain such professionals;

**WHEREAS**, Article VIII, sec. 13 of the South Carolina Constitution provides that any incorporated municipality “may agree with . . . any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof,” and that “[n]othing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State;”

**WHEREAS**, S.C. Code § 4-9-41(A) provides that any “incorporated municipality ... may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution;”

**WHEREAS**, certain municipalities in the State have determined that it would be effective and efficient to jointly perform certain functions, including without limitation the business license functions more fully described below;

**WHEREAS**, LRS is a division of the Association and a committee of the board of directors of the Association and will establish or continue one or more Revenue Service Programs (as hereinafter defined); and

**WHEREAS**, the Participants, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to authorize LRS to perform the functions and exercise the powers herein described;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each signatory hereof to the other, the parties hereto agree as follows:

**Section 1. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Appeals Board" means the board created pursuant to Section 8 hereof for purposes of hearing and determining appeals under this Agreement.
- (b) "Association" means the Municipal Association of South Carolina.
- (c) "Gross Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the total amount of Impositions collected by LRS during such period.
- (d) "Imposition" means any tax, fee, rate, charge, fine, penalty, or interest charge that has been lawfully imposed by a Participant and for which a Revenue Service Program has been established. Such Impositions include, without limitation, Statewide Business License Taxes.
- (e) "LRS" means South Carolina Local Revenue Services, established by this Agreement.
- (f) "LRS Board of Directors" means the board of directors of LRS.
- (g) "LRS Business License Official" shall mean the person designated from time to time by the LRS Board of Directors to act as the business license official (as such term is used in S.C. Code §§ 6-1-400 to -420) with respect to one or more Revenue Service Programs. The LRS Board of Directors may, but need not, designate different persons as the LRS Business License Official for different Revenue Service Programs.
- (h) "Participant" means a local government that has become a participant in LRS by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart.
- (i) "Net Proceeds" means, with respect to any Revenue Service Program and for any period of calculation, the amount of Gross Proceeds that remain for distribution to Participants after the payment of operation and maintenance expenses (including, without limitation, LRS's compensation) for such period.
- (j) "Revenue Service Programs" means any one or more programs established or continued by LRS to administer, assess, collect, and enforce Impositions. Such Revenue Service Programs may include, without limitation, programs for the administration, assessment, collection, and enforcement of Statewide Business License Taxes.
- (k) "S.C. Code" means the South Carolina Code of Laws of 1976, as amended.
- (l) "State" means the State of South Carolina.
- (m) "Statewide Business License Taxes" means business license taxes that, pursuant to the S.C. Code, are applicable in a manner or at a rate that applies throughout the State. Such business license taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code; and such other business license taxes as may now or hereafter be made

applicable throughout the State in a manner or at a rate that has been established by State law.

**Section 2. Authorization of LRS.** The municipalities that are initial signatories hereto do hereby establish LRS and authorize it to perform the functions and exercise the powers described in this Agreement. The functions to be performed hereunder are more specifically described in Section 5 below and the powers to be exercised are more specifically described in Section 6 below. The Participants, regardless of their respective dates of admission to LRS, further agree as follows:

- (a) The functions and powers described in this Agreement would be more efficiently and effectively performed and exercised in cooperation with other governments through LRS;
- (b) The Participants shall comply with the conditions of this Agreement and, by joining LRS, shall jointly perform the functions and exercise the powers herein described by contract with LRS.

**Section 3. Participation.** The right to participate in LRS shall be limited to local governments within the State. A qualifying entity may become a Participant by applying to LRS for admission and, if approved, accepting the terms of participation in LRS by ordinance and signing this Agreement in counterpart. LRS shall be sole judge of whether an applicant shall be admitted as a Participant. A Participant may be suspended or expelled by the LRS Board of Directors from LRS, provided that such suspension or expulsion shall not be effective until 30 days after written notice of suspension or expulsion has been mailed to it.

**Section 4. LRS Board of Directors.** LRS shall be governed by a Board of Directors containing five Directors. The members of the Association's Executive Committee (comprising the President, First Vice President, Second Vice President, Third Vice President, and Immediate Past President of the Association) shall serve *ex officio* as Directors of LRS, with terms of office coterminous with their terms as officers of the Association. The President of the Association, or in his or her absence the First Vice President of the Association, shall serve as chair at meetings of the LRS Board of Directors. With respect to LRS's officers, the members of the LRS Board of Directors shall occupy the same offices as they do with respect to the Association.

**Section 5. Functions of LRS.** LRS may, and at the direction of and subject to the control of the LRS Board of Directors shall, establish or continue one or more Revenue Service Programs including, without limitation, for the administration, assessment, collection, and enforcement of Statewide Business License Taxes and other Impositions related to Statewide Business License Taxes. LRS's functions with respect to the Revenue Service Programs shall include, without limitation, training employees; developing resources to assist business license functions; making necessary investigations into entities or individuals subject to Impositions; developing databases for the application, calculation, allocation, and distribution of Impositions; establishing procedures for determining and calculating the amounts due as Impositions; communicating with entities or individuals subject to Impositions; collecting current and delinquent Impositions; initiating, defending, managing, resolving, and settling disputes or litigation matters that affect more than

one Participant; and acquiring, licensing, developing, improving, maintaining, and protecting software and other information technology infrastructure.

**Section 6. Powers of LRS.** LRS shall have the following powers:

- (a) adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules and policies and promulgate regulations in connection with the performance of its functions and duties;
- (b) adopt an official seal and alter it at its pleasure;
- (c) maintain an office at a place it determines;
- (d) sue and be sued in its own name and plead and be impleaded;
- (e) require documentation of amounts due from taxpayers, including without limitation by requiring reconciliation reports in which the taxpayer provides sufficient information to verify whether revenues of the taxpayer are appropriate for exclusion as non-municipal revenues and to determine the proper allocation of Impositions among Participants;
- (f) receive, administer, and comply with the conditions and requirements of a gift, grant, or donation of property or money;
- (g) acquire by purchase, lease, gift, or otherwise, or obtain options for the acquisition of, any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof in conformity with state law;
- (h) sell, lease, exchange, transfer, mortgage, or otherwise dispose of, or grant options for any such purposes with respect to, any real or personal property or interest therein in conformity with state law;
- (i) make and execute contracts, agreements, or other undertakings with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to perform its functions and exercise its powers;
- (j) acquire, license, develop, improve, maintain, and protect software and other information technology infrastructure;
- (k) employ professionals, support staff, attorneys, appraisers, financial advisors, and other consultants and employees as required in the judgment of LRS and fix and pay their compensation from funds available to LRS for that purpose;
- (l) transact any lawful business that will aid the purposes and functions of LRS;
- (m) make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of LRS; and
- (n) do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of LRS

**Section 7. Attorney-in-Fact Designation; Dispute Resolution and Conduct of Litigation.** Each Participant hereby appoints LRS and its designees as its agent and attorney-in-fact to act on its behalf with respect to Impositions. As agent and attorney-in-fact, LRS shall be fully empowered to initiate, defend, manage, resolve, and settle any disputes or litigation (whether in its own name or in the name of the Participants) relating to Impositions owing or payable to one or more Participants; to pay all expenses, costs, and judgments that might be incurred against LRS when acting on behalf of its Participants for communication, investigation, negotiation, enforcement, defense, or settlement with respect to Impositions; and to take all other actions as may be necessary to administer, collect, investigate, enforce, and implement the Revenue Service Programs. Each Participant, pursuant to Rule 17 of the S. C. Rules of Civil Procedure and Rule 17 of the Federal Rules of Civil Procedure, specifically acknowledges the standing of LRS to prosecute a civil action for collection in its behalf and hereby ratifies any such action that LRS may commence.

The LRS Board of Directors may, by majority vote, authorize a third party (including without limitation the Association) to act as attorney-in-fact to the same extent as set forth in this section on behalf of the Participants.

LRS's authority to initiate, defend, manage, resolve, and settle disputes and litigation shall be subject to the following terms and conditions:

- (a) If, with respect to any particular dispute, a proposed compromise or settlement would reduce the amount asserted by LRS to be payable to an individual Participant by more than ten percent (10%) of the total amount remitted by LRS to such Participant in the immediately preceding year for the relevant Revenue Service Program, then, notwithstanding subsections 7(b) and 7(c) below, LRS shall be required to secure the written consent of such Participant before compromising or settling such dispute with respect to such Participant. Otherwise, LRS shall be entitled to compromise or settle such dispute on behalf of each Participant without further authorization by such Participants beyond that contained herein.
- (b) Any proposed compromise or settlement that would result in a reduction of \$100,000 or less from the amount originally claimed to be due and owing by LRS may be approved or denied by LRS without separate approval by the LRS Board of Directors. The LRS Board of Directors shall, by appropriate action from time to time, designate one or more staff members or contractual counterparties who are authorized to compromise or settle such disputes.
- (c) Any proposed compromise or settlement that would result in a reduction of more than \$100,000 from the amount originally claimed to be due and owing by LRS must be approved or denied by the LRS Board of Directors.

- (d) Any proposed compromise or settlement that would result in a waiver of penalties, interest, late charges, or other amounts owing due to late payment of an Imposition must be approved or denied by the LRS Board of Directors.

**Section 8. Appeals Process.** The Participants acknowledge that, pursuant to local ordinances, regulations, and rules, each Participant has its own procedures by which matters relating to the calculation, assessment, and collection of business license taxes may be appealed. With respect to Impositions subject to this Agreement, however, each Participant has enacted a local ordinance by which appeals relating to such Impositions are excluded from the otherwise applicable local ordinance. Each Participant agrees that the appeals process described in this Section shall apply to all appeals relating to Impositions subject to this Agreement. Each Participant hereby consents to the adoption of the appeals process described in this Section; specifically declares its intention that such appeals process shall be deemed an exception to its otherwise applicable local ordinances, regulations, and rules; and agrees that it has or will approve such appeals process by appropriate local action.

- (a) There is hereby created a board for purposes of hearing appeals pursuant to this Section (the "Appeals Board"). The Appeals Board shall contain three members. The President of the Association, the Executive Director of the Association, and the President of the South Carolina Business Licensing Officials Association ("BLOA") shall each serve *ex officio* as members of the Appeals Board, with terms of office coterminous with their terms as officers of the Association or BLOA, as appropriate. The President of the Association, or in his or her absence the Executive Director of the Association, shall serve as chair at meetings of the Appeals Board.
- (b) With respect to the calculation, assessment, and collection of Impositions, the following appeals process, as required by Section 6-1-410, shall apply.
- (1) If a taxpayer fails or refuses to pay an Imposition by the date on which such Imposition is due, the LRS Business License Official may serve notice of assessment of the Imposition due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
  - (2) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS

in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.

- (3) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

**Section 9. LRS May Be Separately Organized.** Hereafter, the LRS Board of Directors may determine, for corporate governance, recordkeeping, and operational purposes, that LRS should be established as a separate entity, either under the South Carolina Nonprofit Corporation Act, currently codified at Title 33, Chapter 31 of the S.C. Code, or otherwise. If the LRS Board of Directors so determines, it may take all such actions as may be necessary to organize LRS as a separate entity without further approval by the Participants, provided that such organization shall not otherwise vary or modify the terms of this Agreement except to the extent necessary to reflect the new organizational structure of LRS.

**Section 10. Participation in a Revenue Service Program.** A Participant may elect to participate in a Revenue Service Program by signing and delivering a separate supplement to this Agreement with respect to such Revenue Service Program (each, a "Participant Program Supplement"). The Participant Program Supplements shall be substantially identical within each Revenue Service Program. The form of the Participant Program Supplement is attached hereto as Appendix A.

**Section 11. Collection of Impositions; Distributions; Payment for Services; Prohibition on Lobbying Activity.**

- (a) LRS shall collect, subject to the Participant Program Supplements, all Impositions subject to this Agreement.

- (b) The Participants will compensate LRS for its services. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of each Participant within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Participants acknowledge that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to each Participant separately within each Revenue Service Program. Hereafter, and notwithstanding Section 13 below, the LRS Board of Directors by majority vote may amend the compensation method by giving notice to all participating Participants at least ninety days prior to the effective date of such amendment. Such amendment shall become effective after the ninety-day notice period with respect to each Participant without further action by such Participant, provided that such Participant may withdraw from participation at any time within ninety days after notice of the amendment is provided.
- (c) LRS will regularly, and not less than once in each calendar quarter, distribute the Net Proceeds to Participants.
- (d) No funds or personnel of LRS may be used or employed to influence any election; support or oppose any partisan organization; support or oppose the enactment, repeal, or modification of any federal or state legislation; or seek to influence any federal or state local government officials in the discharge of their official functions.

**Section 12. Fiscal Year.** LRS shall operate on a fiscal year from 12:01 a.m. January 1 of each year to 12:00 midnight December 31 of the succeeding year (the “LRS Year”). Application for participation, when approved in writing by LRS shall constitute a continuing contract for each succeeding LRS Year unless cancelled by LRS.

**Section 13. Amendment.** This Agreement may be amended by an agreement executed by those Participants constituting a majority of the Participants in LRS during the current LRS Year. In lieu of this amendment procedure, the Participants hereby appoint a 4/5 majority (i.e., at least four Directors) of the LRS Board of Directors agents to make any amendments to this Agreement that would not fundamentally alter the contemplated arrangement. Written notice of any amendment proposed for adoption by the LRS Board of Directors shall be mailed to each Participant not less than 30 days in advance. Written notice of amendments finally adopted by the LRS Board of Directors shall be mailed to each Participant not more than 30 days after adoption.

**Section 14. Terms Applicable on Admission.** Any entity that formally applies to participate in LRS and is accepted by LRS shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof. A Participant may withdraw from participation by delivery of written notice of withdrawal at least 90 days prior to the end of an LRS Year, to be effective as of the end of such LRS Year.



**Section 15. Term; Dissolution.** LRS has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to LRS shall continue for an indefinite period. However, the LRS Board of Directors reserves the right at any time to terminate LRS by a written instrument to that effect executed by at least four-fifths (4/5) of the members of the LRS Board of Directors. Such written termination notice shall be delivered to each Participant no less than 120 days prior to the effective date of termination. In the event of such termination, Participant contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the (a) payment of claims arising prior to such termination and (b) payment of reasonable and necessary expenses incurred in such termination. Any monies or other assets thereafter remaining in LRS shall be distributed pro rata to the Participants in LRS as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the LRS Board of Directors shall continue to serve for such period of time and to the extent necessary to effectuate termination of LRS.

*[signatures appear on following page]*

**IN WITNESS WHEREOF**, the Participants listed below acknowledge their participation in LRS and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval, by its mayor or other duly authorized official. Further, LRS has caused these presents to be signed by its President and attested by its Vice President.

**MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

---

B. Todd Glover, Executive Director

**LOCAL REVENUE SERVICES, A DIVISION OF THE  
MUNICIPAL ASSOCIATION OF SOUTH CAROLINA**

---

Mayor Rick Osbon, President of LRS

**ATTEST:**

---

Mayor Barbara Blain-Bellamy, Vice President of LRS

**PARTICIPANT SIGNATURE PAGE****CITY OF ISLE OF PALMS, SOUTH CAROLINA**

---

Name: Desirée Fragoso  
Title: City Administrator

**ATTEST:**

---

Name: Nicole DeNeane  
Title: City Clerk

## **APPENDIX A: FORM OF PARTICIPANT PROGRAM SUPPLEMENT**

**WHEREAS**, the City of Isle of Palms, (the “Municipality”) has applied for and been approved to participate in South Carolina Local Revenue Services (“LRS”);

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the “Agreement”) by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the “Brokers Insurance Statute”), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance ("DOI") and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

## **PARTICIPANT PROGRAM SUPPLEMENT**

**WHEREAS**, the City of Isle of Palms (the “Municipality”) has applied for and been approved to participate in South Carolina Local Revenue Services (“LRS”);

**WHEREAS**, the Municipality has executed a counterpart of the Local Revenue Services Agreement (the “Agreement”) by and among itself and all other participants in LRS;

**WHEREAS**, capitalized terms used and not otherwise defined herein have the meaning given to such terms in the Agreement;

**WHEREAS**, pursuant to the Agreement, LRS has established Revenue Service Programs for Statewide Business Licenses and other Impositions; and

**WHEREAS**, the Municipality now desires to agree to participate in one or more Revenue Service Programs;

**NOW, THEREFORE**, the Municipality hereby agrees with LRS as follows:

**Section 1. Participation in Revenue Service Programs.** The Municipality hereby elects and agrees to participate in the following Revenue Service Programs: ITP / BTP / TTP.

**Section 2. Term.** This Participant Program Supplement is effective until December 31, 2023, and shall continue from year-to-year thereafter until terminated by either party upon notice delivered in writing given at least 90 days prior to the next upcoming December 31.

**Section 3. Payment for Services.** The Municipality agrees that it will compensate LRS for its services as set forth in the Agreement. Initially, such compensation shall be in the amount of four percent of Gross Proceeds collected for the benefit of the Municipality within each Revenue Service Program, subject to any volume discount approved from time to time by the LRS Board of Directors, together with any interest earned on funds held on deposit prior to disbursement. The Municipality acknowledges that this amount represents operating expenses payable to LRS for services rendered. For accounting and recordkeeping purposes, LRS will apply this rate to the Municipality separately within each Revenue Service Program.

**Section 4. Expenses; Fund Accounting.** (a) The rate for services established herein shall be inclusive of all administrative expenses of LRS, except legal expenses incurred in connection with the services rendered. Legal expenses incurred by LRS are not included in the base rate and shall be prorated to all Participants in direct relationship to the disbursements of the Revenue Service Program to which the legal expenses relate.

(b) LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Business license taxes collected for the Municipality, less the service charge herein agreed to, will be disbursed to the Municipality on or before March 1 of each calendar year and thereafter as remaining collections permit.

**Section 5. Special Provisions for BTP.** (a) Pursuant to Title 38, Chapter 45 of the South Carolina Code of Laws (the “Brokers Insurance Statute”), the Municipality designates the Municipal

Association of South Carolina as the municipal agent to act on behalf of the municipality for the purposes of the Brokers Insurance Statute.

(b) The Brokers Insurance Statute governs the receipt from the South Carolina Department of Insurance (“DOI”) and distribution to the Municipality of all municipal premium taxes from brokers for non-admitted surplus lines insurance. Upon receipt of the taxes from the DOI, LRS will deposit all funds received in an appropriate account for which accurate records will be maintained. Taxes will be disbursed to the Municipality, less the service charge herein agreed to, as collections permit.

**CITY OF ISLE OF PALMS, SOUTH CAROLINA**

---

Name: Desirée Fragoso  
Title: City Administrator

**ATTEST:**

---

Name: Nicole DeNeane  
Title: City Clerk

# Application for Commercial Surf Instruction - 2023

**Name**

Kai Peter Dilling

**Phone**

(843) 345-6765

**Email**

kai@solsurfers.net

**Business Name**

Sol Surfers

**Business License Address**

1170 Lazy Lane, Mt. Pleasant, South Carolina 29464

**Location where lessons will be provided**

27th Ave.

**I certify that I have completed an application for a business license through the City of Isle of Palms Building Department.**

Yes

**Copy of CPR Certification**

Red Cross Certificate 2023.pdf

**Copy of First Aid Certification**

Red Cross Certificate 2023.pdf

**Copy of Lifeguard Certification**

Red Cross Certificate 2023.pdf

**Copy of Insurance Policy showing minimum coverage of at least \$1,000,000 and naming the City of Isle of Palms as an additional insured**

Sol Surfers Surf Camp LLC- Cert.pdf

**I have read, understood, and agree to abide by the stipulations listed below:**

**(a) Area where surf lessons are allowed shall be dictated by the current boundary restrictions stated in the City Ordinances.**

**(b) At least one instructor attending each lesson must be lifeguard, CPR, and first aid certified, with current certifications on file with the city. There must be a first aid kit on site.**

**(c) Each surf instructor provider must carry liability insurance of at least \$1,000,000 that names the City of Isle of Palms as an additional insured.**

**(d) Surf instructions shall be limited to groups of four (4) or fewer students and at least one (1) instructor, with a maximum of twelve (12) students and three (3) instructors per day per provider.**

**(e) Surf instruction shall not exceed more than two (2) hours per day per provider.**

**(f) Surf instruction providers may not advertise on the beach. All signs, merchandise or other article that violate Article 7-SIGNS of the City's ordinances are prohibited.**

**(g) Surf instruction providers may not solicit for students on the beach, beach accesses, public**



parking lots, or the Breach Inlet Bridge parking lot.

(h) Surf instruction providers must indicate on the application the location where the lessons will be provided.

(i) Surf instruction providers shall execute an indemnification agreement to be submitted with the application.

(j) Failure to adhere to these standards will result in automatic revocation of permission to conduct surfing instruction on the beach by City Council.

(k) City Council shall have the authority to limit the number of permissions issued for commercial surfing instruction on the beach.

(l) Permission shall be granted for one (1) year which may be renewed annually upon application.

Signature

Date

5/25/2023

A handwritten signature in black ink, appearing to read "Sari Dilling". The signature is fluid and cursive, with a period at the end.

City of Isle of Palms  
Financial Statement Summary as of May 31, 2023  
(Dollars in Thousands)

REVENUES							TRANSFERS IN / (OUT)						EXPENDITURES						YTD Actual Net Rev & Exp
YTD Actual	Annual Budget	Remaining to Collect	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget		YTD Actual	Annual Budget	Remaining to Transfer	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget	YTD Actual	Annual Budget	Remaining to Spend	YTD Actual as a % of Budget	Current Annual Forecast	Forecast Above or (Below) Budget	
General	\$ 12,383	\$ 12,901	\$ 518	96%	\$ 14,813	\$ 1,912	\$ 21	\$ 420	\$ (399)	5%	\$ (239)	\$ (659)	\$ 12,214	\$ 13,321	\$ 1,107	92%	\$ 14,141	\$ 820	190
Capital Projects	416	1,713	1,297	24%	275	(1,438)	-	823	(823)	0%	1,482	659	1,405	4,417	3,012	32%	1,689	(2,728)	(989)
Muni Accom Tax	1,746	2,142	396	82%	2,592	450	-	(833)	833	0%	(583)	250	697	1,657	960	42%	1,374	(283)	1,049
Hospitality Tax	1,092	1,001	(91)	109%	1,342	341	-	(266)	266	0%	(266)	-	805	1,137	332	71%	1,114	(23)	287
State Accom Tax	2,299	2,619	320	88%	3,537	918	(271)	(944)	673	29%	(695)	249	1,258	1,772	514	71%	1,832	60	770
Beach Prserv Fee	1,424	1,546	122	92%	2,014	468	-	-	-	-	-	-	388	415	27	93%	380	(35)	1,036
Marina	522	415	(107)	126%	460	45	250	800	(550)	31%	301	(499)	693	819	126	85%	749	(70)	79
Disaster Recovery	106	3	(103)	3533%	74	71	-	-	-	-	-	-	111	10	(101)	1110%	111	101	(5)
All Other	241	189	(52)	128%	241	52	-	-	-	-	-	-	210	183	(27)	115%	221	38	31
Total All Funds	\$ 20,229	\$ 22,529	\$ 2,300	90%	\$ 25,348	\$ 2,819	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 17,781	\$ 23,731	\$ 5,950	75%	\$ 21,611	\$ (2,120)	\$ 2,448

General Fund YTD Revenues							
	FY23 YTD Actual	FY23 Budget	% of FY23 Budget	FY22 YTD Actual	% of Prior YTD	Current Annual Forecast	Forecast Above/ (Below) Budget
Prop Tax	\$ 5,117	\$ 4,924	104%	\$ 4,826	106%	\$ 5,181	\$ 257
LO Sales Tax	841	1,014	83%	765	110%	1,172	158
Business Lic	1,821	1,500	121%	1,977	92%	1,892	392
Rental Lic	1,542	975	158%	1,619	95%	1,550	575
Other Lic (Insurance/Utilities)	217	1,591	14%	209	104%	1,693	102
Build Pmts	854	725	118%	973	88%	900	175
From State	244	298	82%	233	105%	355	57
Parking	1,051	1,330	79%	1,165	90%	1,300	(30)
All Other	696	544	128%	666	105%	770	226
Total	\$ 12,383	\$ 12,901	96%	\$ 12,433	100%	\$ 14,813	\$ 1,912

General Fund YTD Expenditures (YTD target = 92%)							
	FY23 YTD Actual	FY23 Budget	% of FY23 Budget	FY22 YTD Actual	% of Prior YTD	Current Annual Forecast	Forecast (Above)/ Below Budget
Mayor/Council	\$ 95	\$ 116	82%	\$ 121	79%	\$ 109	\$ 7
General Govt	1,977	2,410	82%	1,735	114%	2,304	106
Police	2,934	3,158	93%	2,454	120%	3,411	(253)
Fire	3,869	3,984	97%	3,293	117%	4,435	(451)
Public Works	1,573	1,692	93%	1,328	118%	1,805	(113)
Build & Lic	437	462	95%	392	111%	491	(29)
Recreation	921	1,121	82%	919	100%	1,091	30
Judicial	352	275	128%	259	136%	392	(117)
BSOs	56	103	54%	66	85%	103	-
Total	\$ 12,214	\$ 13,321	92%	\$ 10,567	116%	\$ 14,141	\$ (820)

City of Isle of Palms Supplemental Financial Information as of May 31, 2023 (Dollars in Thousands)

Cash Balances		
	5/31/2023	5/31/2022
General Fund	4,556	5,985
As a % of GF Exp (target is > 30%)	34%	50%
Capital Projects	12,745	9,742
Disaster Recovery	3,051	2,873
Marina	1,707	928
Tourism Funds	8,901	5,998
Beach Preservation	7,529	5,835
Other Restricted	187	158
Total All Cash	38,676	31,519
Deposits at LGIP (5.27%)	37,153	96%
Deposits at TRUIST	1,523	4%
RESTRICTED CASH	16,617	43%

Fund Balances					
Fund	6/30/2022 Audited Fund Balance (Note 1)	FY23 YTD Actual Net Revenues & Transfers Less Expenses	Current Fund Balance	6/30/23 Budgeted Fund Balance	6/30/23 Forecast Fund Balance
General Fund	\$ 4,244	\$ 190	4,434	\$ 3,892	\$ 4,594
Capital Projects	11,553	(989)	10,564	9,357	11,621
Muni Accom Tax	2,483	1,049	3,532	1,932	3,119
Hospitality Tax	1,248	287	1,535	693	778
State Accom Tax	2,913	770	3,683	1,984	3,924
Beach Funds	6,494	1,036	7,530	7,065	8,128
Marina (See Note 1)	628	233	861	960	597
Disaster Recovery	3,056	(5)	3,051	2,813	3,018
All Other	151	31	182	143	171
Total All Funds	\$ 32,770	\$ 2,602	\$ 35,372	\$ 28,839	\$ 35,950

Note 1: The comparable amount for the Marina Enterprise Fund is not Fund Balance, but Unrestricted Net Position. To be consistent with the presentation of the other funds, the Marina Fund Balance does not include net fixed assets. Unrestricted net position is approx equal to net current assets for the Marina.

May 2023 Notes:

- General Fund revenues are running 4% ahead of budget while General Fund expenditures are in line with the 92% budget target. Forecast General Fund revenue to exceed the budget by approximately \$1.9 million while General Fund expenditures are expected to exceed the budget by approximately \$820k at the end of the fiscal year.
- Four of the City's major General Fund revenue accounts, Property Taxes, Business Licenses, Rental Licences and Building Permits, have already met or exceeded the FY24 Budget.
- General Fund expenditures are currently in-line with the FY23 budget target but 16% higher than the prior year. FY23 expenditures include approximately \$541,000 in 1-time employee adjustments that were approved by City Council outside of the FY23 Budget.
- The City has approximately \$39 million in cash deposits. Approximately \$1.9 million of this total represents unspent drainage bond proceeds, \$2.2 million is unspent federal ARP funding, \$1.5 million is unspent SCPRT funding for dredging and \$16.6 million is restricted for tourism related expenditures or beach preservation.
- In June, the City made the final principal and interest payment on the Recreation bond issued in 2003. The Debt Service millage rate will be decreased accordingly for tax bills going out this fall.

## City of Isle of Palms Tourism and Local Options Sales Tax Revenues

Municipal Accommodations Fee								Heads in Beds in
(1% of Accommodation Sales)								
	FY17	FY18	FY19	FY20	FY21	FY22	FY23	
JUL	161,068	139,501	199,724	195,287	172,336	256,308	301,674	JUN
AUG	218,620	235,007	209,600	213,067	169,596	378,001	314,397	JUL
SEPT	136,141	157,274	152,535	152,561	186,938	248,118	187,966	AUG
OCT	77,500	75,353	79,534	75,506	129,033	124,372	72,522	SEPT
NOV	57,777	64,256	63,444	65,882	66,090	102,229	154,713	OCT
DEC	36,937	32,877	40,182	34,301	71,683	70,478	185,019	NOV
JAN	28,217	28,859	25,836	32,335	34,025	75,503	115,313	DEC
FEB	15,332	18,317	13,666	18,596	26,709	25,613	42,912	JAN
MAR	20,485	21,562	19,983	9,690	31,080	39,938	86,414	FEB
APR	51,166	53,213	53,685	26,422	68,055	82,759	24,152	MAR
MAY	92,529	88,875	90,800	7,181	125,288	186,478		APR
JUNE	95,768	94,112	97,999	55,311	153,337	183,011		MAY
Deduct last July	(161,068)	(139,501)	(199,724)	(195,287)	(172,336)	(256,308)	(301,674)	
Add next July	139,501	199,724	195,287	172,336	256,308	301,674		JUN
Total Fiscal Year	969,974	1,069,429	1,042,551	863,187	1,318,141	1,818,174	1,183,407	
	Incr from FY16 0%	Incr from FY17 10%	Incr from FY18 -3%	Incr from FY19 -17%	Incr from FY20 53%	Incr from FY21 38%	Incr from FY22 6%	

City of Isle of Palms Tourism and Local Options Sales Tax Revenues

State Accommodations Tax (Tourism-Related Only)				(Approx 2% of Accommodation Sales)			
	FY17	FY18	FY19	FY20	FY21	FY22	FY23
Sept Qtr	520,784	518,028	546,269	580,306	553,971	861,205	952,270
Dec Qtr	178,830	202,803	203,067	181,550	252,012	347,299	360,479
Mar Qtr	61,586	71,773	103,097	88,638	132,256	168,824	181,961
June Qtr	407,460	413,234	445,779	242,893	650,839	886,253	
Total Fiscal Yr	1,168,660	1,205,838	1,298,212	1,093,387	1,589,078	2,263,580	1,494,710
	3% Incr from FY16	3% Incr from FY17	8% Incr from FY18	-16% Incr from FY19	45% Incr from FY20	42% Incr from FY21	9% Incr from FY22

Heads in  
Beds in

Jun-Aug  
Sept-Nov  
Dec-Feb  
Mar-May

Chas County ATax Pass-Through				(20% of County's 2% on IOP Accommodation Sales)			
	FY17**	FY18	FY19	FY20	FY21	FY22	FY23
Sept Qtr	520,000	327,750	381,000	370,500	-	301,714	231,164
Dec Qtr						99,602	182,929
Mar Qtr						59,369	61,688
June Qtr	-	109,250	127,000	-	508,000	269,609	
Total Fiscal Yr	520,000	437,000	508,000	370,500	508,000	730,293	475,780
	7% Incr from FY16	-16% Incr from FY17	16% Incr from FY18	-27% Incr from FY19	37% Incr from FY20	44% Incr from FY21	3% Incr from FY22





City of Isle of Palms Tourism and Local Options Sales Tax Revenues

Local Option Sales Tax (a portion of the 1% Charleston County local option sales tax)							When Sales Occurred
	FY18	FY19	FY20	FY21	FY22	FY23	
AUG	83,614	88,713	93,221	87,833	130,373	135,943	JUL
SEPT	73,671	72,557	83,456	83,149	99,719	111,272	AUG
OCT	61,352	63,829	62,752	71,963	83,230	92,568	SEPT
NOV	61,040	61,435	65,514	68,054	85,199	93,138	OCT
DEC	49,732	54,748	59,951	67,342	73,716	79,844	NOV
JAN	55,282	57,483	64,996	69,592	71,846	84,290	DEC
FEB	43,314	48,026	53,263	58,840	64,365	71,140	JAN
MAR	47,589	49,240	50,882	60,533	66,029	75,337	FEB
APR	60,349	65,794	43,070	83,678	90,351	97,399	MAR
MAY	77,153	85,394	56,012	100,082	108,756		APR
JUNE	70,879	78,238	74,078	102,313	109,271		MAY
JULY	88,382	92,504	92,789	117,380	128,957		JUN
Total Fiscal Year	772,357	817,962	799,984	970,759	1,111,813	840,931	
	Incr from FY17	Incr from FY18 6%	Incr from FY19 -2%	Incr from FY20 21%	Incr from FY21 15%	Incr from FY22 10%	



**PBA**

575 Separk Cir  
Gastonia, NC 28054



## Estimate

**ADDRESS**

Deputy Chief Richard  
Hathaway  
Isle of Palms Fire  
Department  
30 J.C. Long Boulevard  
Isle of Palms, South  
Carolina  
29451 United States

**SHIP TO**

Deputy Chief Richard  
Hathaway  
Isle of Palms Fire  
Department  
30 J.C. Long Boulevard  
Isle of Palms, South  
Carolina  
29451 United States

**ESTIMATE # 10066****DATE 06/01/2023****PO NUMBER**

Quote

**SALES REP**

Chris

**FOB**

Gastonia, NC

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
<b>Firefighter Vest</b>	Firefighter Vest carrier with cummerbund IIIA ballistics only (No ballistics in the body of the vest) Color: Black Size: Universal (one size fits all) Front Patch: "FIRE" Black Background with Reflective White Letters Back Patch: "FIRE" Black Background with Reflective White Letters 2 year warranty on carrier 5 year warranty on ballistics	16	554.00	8,864.00T
<b>Stratis Plate</b>	Stratis III+ Enhanced 10X12 Multi-Curved Plate 15 Year warranty STR-9260	32	500.00	16,000.00T
<b>Freight</b>	Estimated Shipping	16	20.00	320.00

SUBTOTAL	25,184.00
TAX	2,237.76
<b>TOTAL</b>	<b>\$27,421.76</b>

Accepted By

Accepted Date



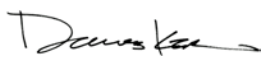
---

DEPARTMENT OF BUILDING, PLANNING AND LICENSING

MEMORANDUM

---

TO: Desirée Fragoso, City Administrator

FROM: Douglas Kerr, Deputy City Administrator 

C: Robert Asero, Assistant Director of Public Works

RE: One qualified source for purchase of drainage backflow valves

DATE: June 6, 2023

---

Pursuant to Section 1-10-3(b)(4) of the City's Purchasing Procedures, an expenditure may be made without competitive procurement when there is only one qualified source for a required good. This memo is written to provide the basis to designate Wapro Inc. as a sole source provider for four 18" drainage tide valves (see attachment 1) to be installed in the areas adjacent to Merritt Boulevard (two valves), Driftwood Lane and Carolina Boulevard at Palm Boulevard.

These valves are unique in that they can be installed into pipes that are already in place more easily than other valves because of their encased modular design. Additionally, these valves can be removed and used in other pipes in the future, which other designs cannot. Finally, these are the same design that the City's staff has familiarity with and has recently installed at the end of 25<sup>th</sup> Avenue.

The total cost of these three valves including freight is \$35,520.08 (see attachment 2). This amount would be paid out of the drainage contingency line of the budget (20-4640.5086), which currently has an available balance of \$312,218.01.



# Estimate

Estimate# EST-5200

Bill To  
**City of Isle of Palms**  
 P.O. Box 508  
 Isle of Palms 29451, SC  
 USA

Estimate Date : June 05, 2023

Ship To  
 City of Isle of Palms  
 1303 Palm Blvd.  
 Isle of Palms 29451  
 U.S.A

Expiry Date : August 05, 2023

Reference# : PN4665

Sales person : Charlie Sullivan

Subject :  
 18-inch WAPRO WaStop Inline Check Valves

Accepted By

Accepted Date

#	Model	Qty	Rate	Tax %	Amount
1	WS440-S3-316 WaStop Inline check valve NPS 18 AISI 316 std - INCLUDES STANDARD MOUNTING BRACKETS - FASTENING HARDWARE NOT INCLUDED - REFER TO ATTACHED DRAWING	4	8,078.00	9.00	32,312.00
2	Freight cost STANDARD GROUND FREIGHT	1	300.00	-	300.00
Items in Total 5			Sub Total		32,612.00
			SC STATE TAX (6%)		1,938.72
			SC COUNTY TAX (0%)		0.00
			SC CITY TAX (1%)		323.12
			SC SPECIAL TAX (1%)		323.12
			SC SPECIAL TAX (1%)		323.12
			<b>Total</b>		<b>\$35,520.08</b>

## Notes

Wapro Inc Tel: (888) 927-8677  
 Suite 1950 sales@wapro.com  
 150 N. Michigan Ave wapro.com  
 Chicago, IL 60601

Thank you for your inquiry. Looking forward to working with you.

### Terms & Conditions

Estimated shipping cost can be provided, actual shipping will be prepaid and added to your invoice.

Shipping from Doral, FL 33172, please allow 5 to 10 days for delivery.

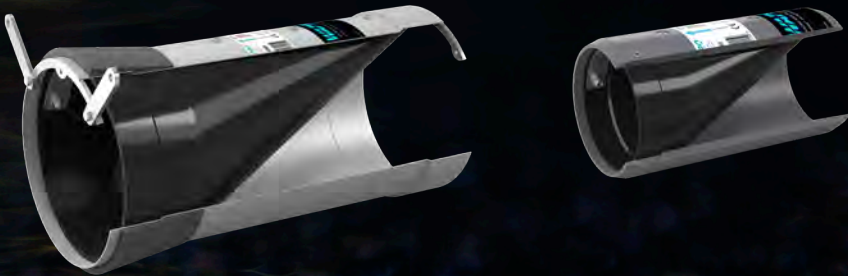
Please include applicable sales tax or provide your tax exempt certificate number with your purchase order.



EN

# WASTOP INLINE CHECK VALVE

## INSTALLATION MAINTENANCE & PRODUCT GUARANTEE



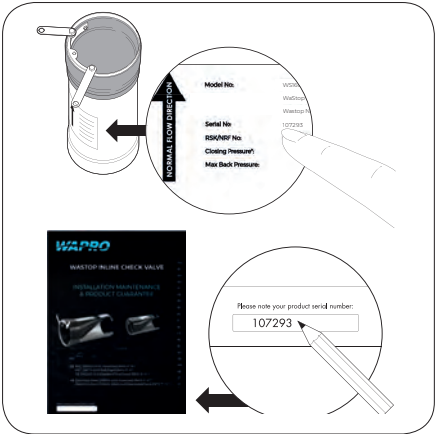
- ☒ PVC DN100-200 Standard (NPS 4"-8")  
PVC DN75-200 Soft/Hard (NPS 3"-8")  
PE DN200-315 Standard/Soft/Hard (NPS 8"-12")
- ☒ Stainless Steel DN100-200 Standard (NPS 4"-8")  
Stainless Steel DN100-1800 Soft/Standard/Hard (NPS 4"-72")

Please note your product serial number:

INDEX

INTRODUCTION .....4  
PREPARATION .....4  
TERMINOLOGY .....5  
OPENING PRESSURE .....6  
MAINTENANCE .....7  
INSTALLATION WITH MOUNTING TABS - OUTLET .....8-9  
INSTALLATION WITH MOUNTING TABS - INLET .....10-11  
INSTALLATION WITH FLANGE .....12-13  
INSTALLATION INSIDE PIPE - MOUNTING TABS .....14-15  
INSTALLATION INSIDE PIPE - BOLT THROUGH BELL .....15  
FLEXIBLE COUPLING INSTALLATION .....16  
PVC INLINE INSTALLATION .....17-18  
GUARANTEE .....19-38

SERIAL NUMBER:



# INTRODUCTION

The following installation guide is designed to provide installers with sufficient information to successfully install a WaStop check valve. Typically, our customers were provided with shop drawings prior to manufacture for both review and authorization to manufacture. These documents alone, however, may not provide all the guidance needed to install the WaStop.

## WASTOP INLINE CHECK VALVE

Regardless of dimension, all WaStop share some specific features. There are two main methods of installing a WaStop; with mounting tabs and rubber seal or with a flange. The dimension of the bolt holes is noted on the shop drawings.

## ORIENTATION

The WaStop should always be installed with the 'spine' of the membrane upwards. Depending on the dimension the WaStop could be pushed in place by hand or using lifting equipment and slings.

## FASTENER

Wapro recommends the use of concrete anchor bolts or threaded rods secured with chemical anchors. Different applications might warrant other fasteners.

## SEALANT

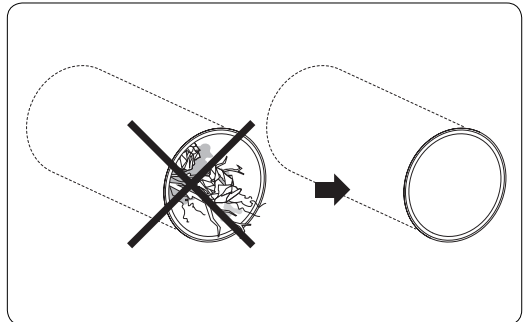
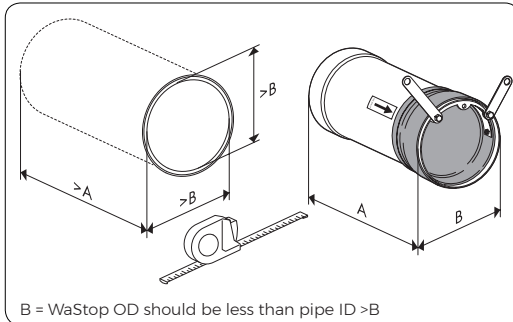
A rubber seal is provided with all WaStops designed to be installed using mounting tabs. Damaged, out of round or otherwise irregular pipes might require additional sealing material such as hydrophilic systems; swellable profiles or sealants such as SikaSwell to fill minor cracks. WaStop with flange does generally not include any seal or gasket due to the variation of sealants different installations require.

- If the concrete has minor irregularities: hydrophilic systems; swellable profiles or sealants such as SikaSwell are recommended to fill minor cracks.
- If the concrete has cracks or irregularities, a non-shrinking grout is recommended to fill the voids between the sealing area and the concrete wall/pipe.
- For flange installations: If the concrete wall is in good shape with no cracks, flush and otherwise not damaged it's usually enough with EPDM tape, silicone sealant or similar attached to the flange to seal between the flange and the concrete mounting surface.

## QUALITY

If the existing pipe is slightly out of round, it is possible to 'form' the WaStop to fit into the pipe. See drawings for more information.

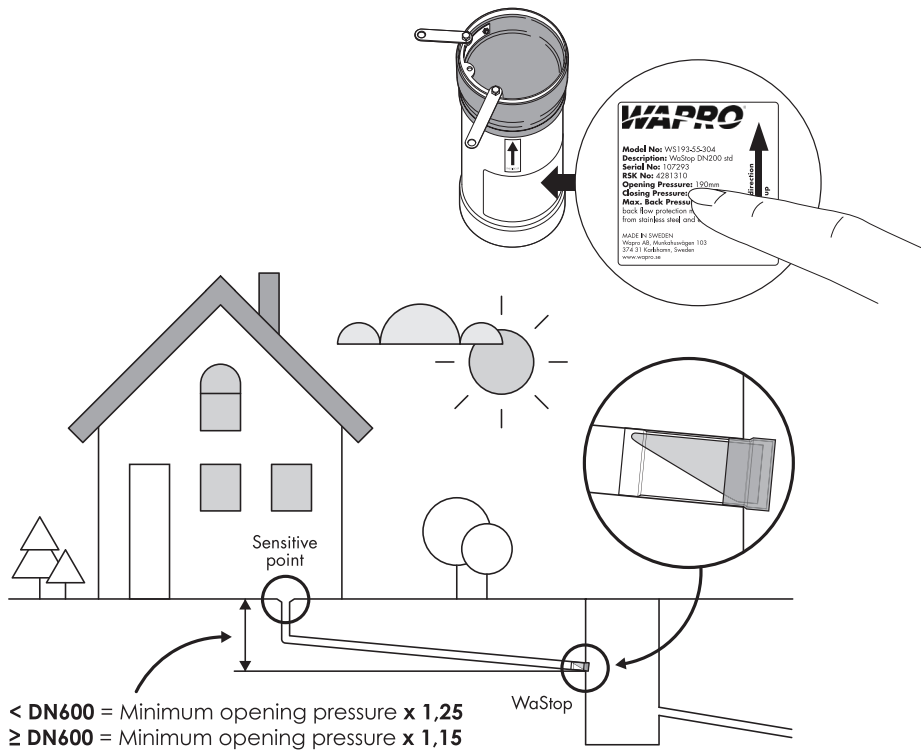
# PREPARATION







## IMPORTANT: OPENING PRESSURE



## MAINTENANCE

The WaStop should occasionally be inspected for damage, wear, and debris.

The recommended frequency is twice per year but should be determined by the environment in which the valve operates.

### FASTENERS

Check the bolts holding the mounting tabs, flange, flexible couplings or pipe to make sure they have not loosened during operation.

### SEAL

Make sure the gasket or seal is in place and looks to be in good condition. Check also additional sealant if such has been used.

### MARINE GROWTH

Soft marine growth is common in submerged and partly submerged applications and should be removed where possible. Do not use any sharp tools as this risks cutting the membrane. Hard marine growth such as barnacles do not bond well to the WaStop membrane and should be easy to remove with a plastic scraper or similar.

### MEMBRANE

For smaller dimensions (<600mm / 24") the membrane should be exercised by hand. In larger dimensions the membrane is difficult to exercise by hand and therefore a visual inspection of the surface of the membrane is recommended. If there is any sign of debris upstream of the WaStop, the membrane should be opened with a crowbar or similar. Take caution not to damage the WaStop. Use only stainless steel tools to minimize the risk of contaminating the stainless steel.

If there is any damage to the valve, contact your WaStop supplier with product serial number, purchase date, photos and information about the installation conditions.



2 x/year or as required

# INSTALLATION WITH MOUNTING TABS AND RUBBER SEAL

135

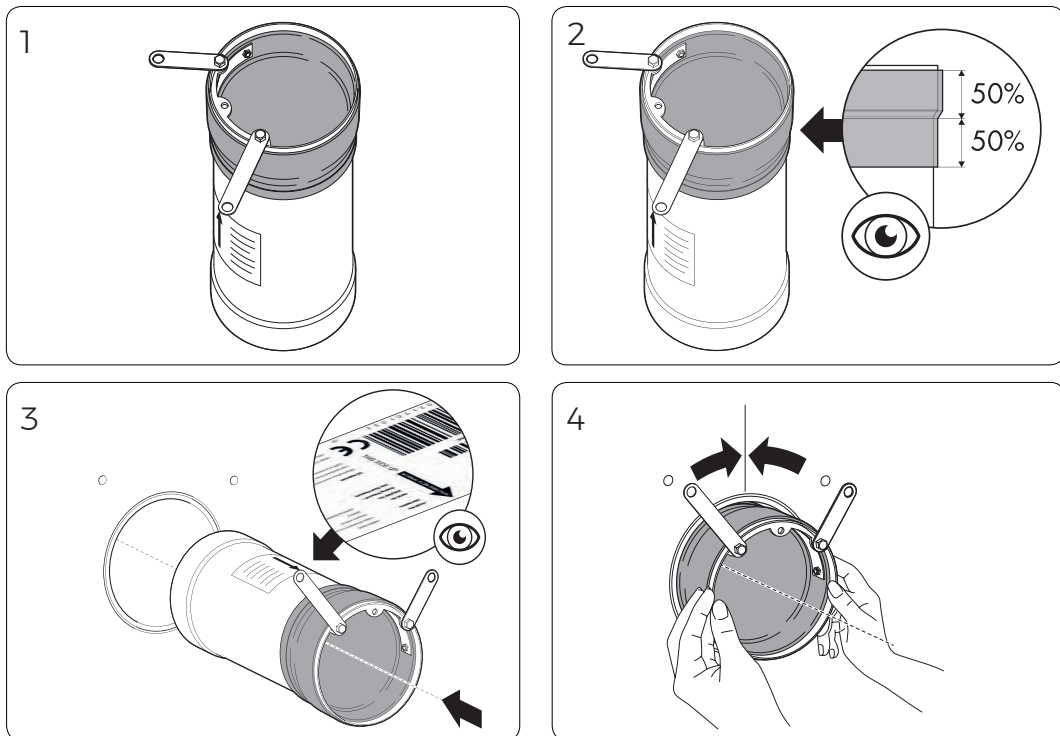
The rubber seal should be positioned halfway up the collar of the valve body, creating a step (diameter increase). When inserting the WaStop it should seal against the edge of the concrete pipe, see fig 4.

The mounting tabs are bolted to the concrete structure surrounding the host pipe, such as a wing wall or concrete chamber using the appropriate size fasteners.

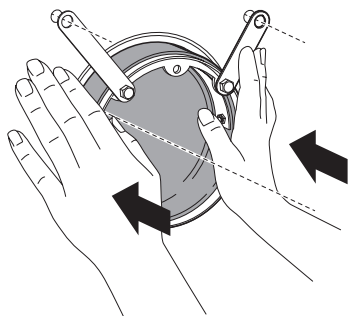
In case of cracks or out of round pipes, there might be a need for additional sealant according to section 'Sealants' (page 4).

In the case of a protruding host pipe with no headwall, the mounting tabs can be bent back onto the pipe. In some cases, custom-made tabs may be required to be able to bolt the mounting tabs into the concrete pipe instead of a wall. Contact your Wapro representative for more information.

## OUTLET INSTALLATION STAINLESS STEEL (INLET INTO CHAMBER)

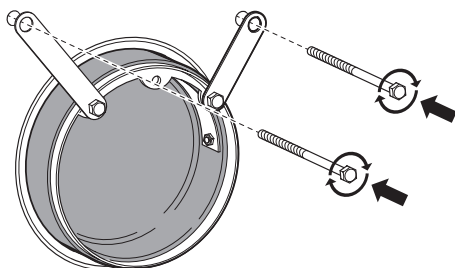


5



6

A4/316



# INSTALLATION WITH MOUNTING TABS AND RUBBER SEAL

137

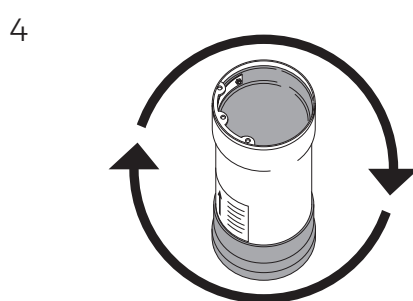
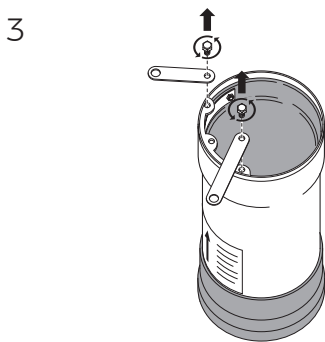
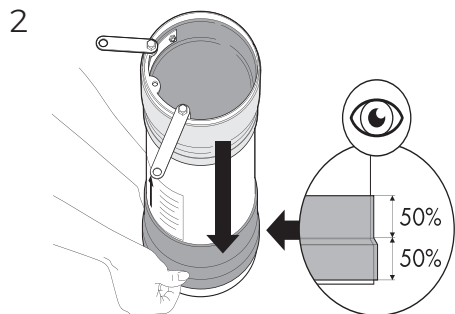
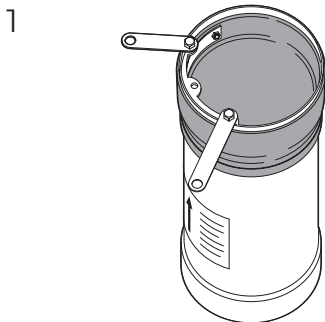
The rubber seal should be positioned halfway up the collar of the valve body, creating a step (diameter increase). When inserting the WaStop it should seal against the edge of the concrete pipe, see fig 4.

The mounting tabs are bolted to the concrete structure surrounding the host pipe, such as a wing wall or concrete chamber using the appropriate size fasteners.

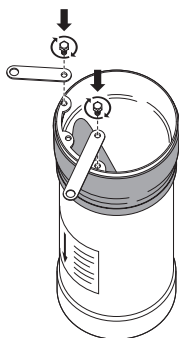
In case of cracks or out of round pipes, there might be a need for additional sealant according to section 'Sealants' (page 4).

In the case of a protruding host pipe with no headwall, the mounting tabs can be bent back onto the pipe. In some cases, custom-made tabs may be required to be able to bolt the mounting tabs into the concrete pipe instead of a wall. Contact your Wapro representative for more information.

## INLET INSTALLATION STAINLESS STEEL (OUTLET FROM CHAMBER)

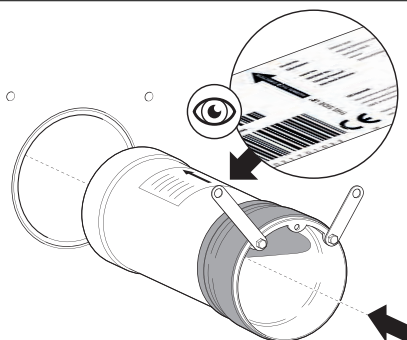


5

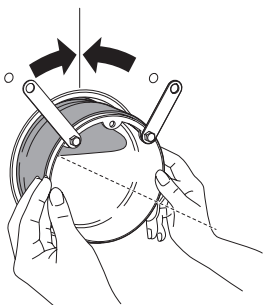


138

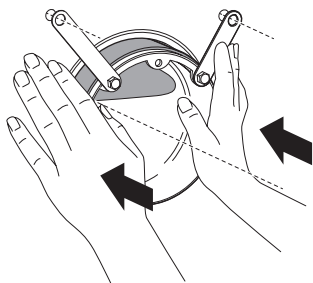
6



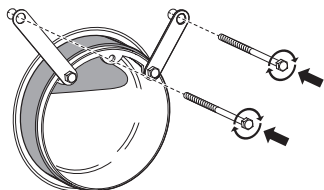
7



8



9



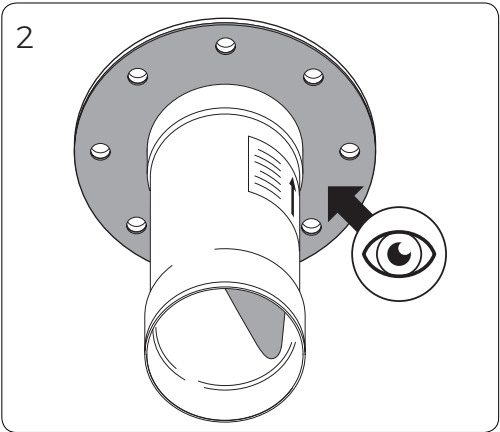
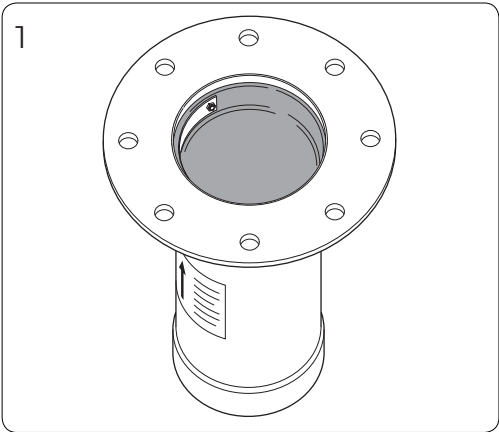
Larger WaStops are installed with a flange. Once the host pipe is cleaned internally and inspected for irregularities, the following steps should be followed:

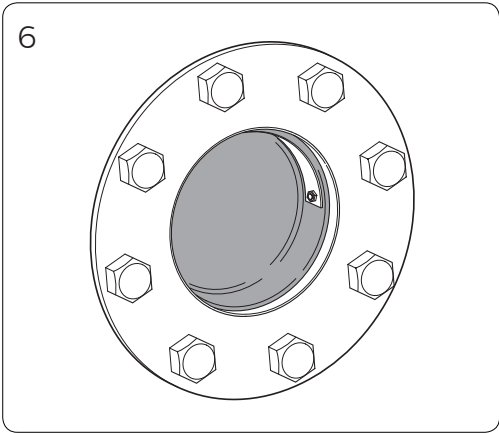
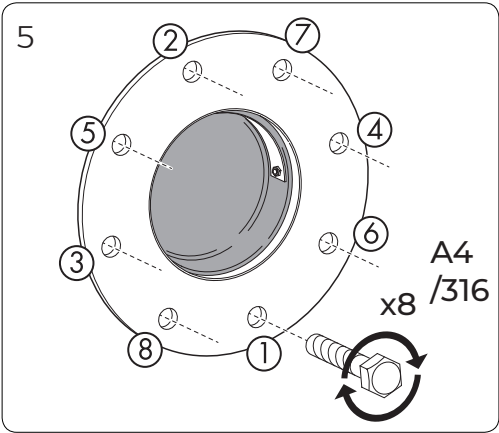
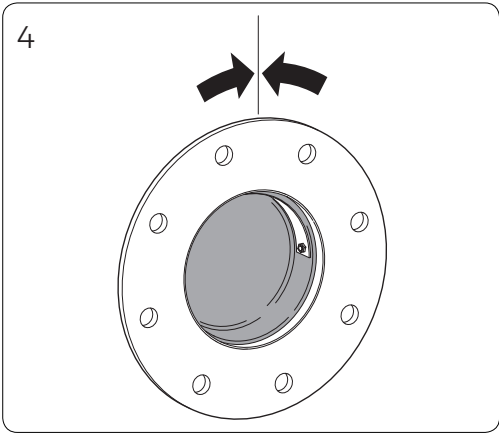
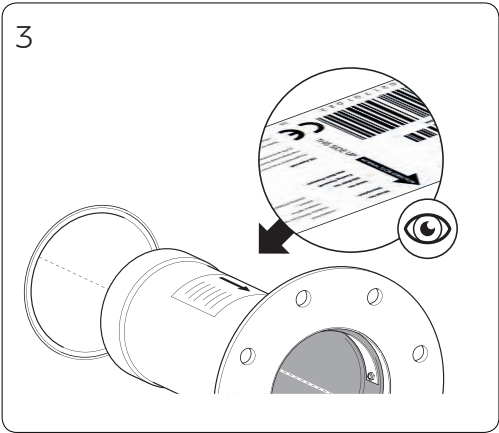
- ORIENTATION**
  - 1. The WaStop should always be installed with the 'spine' of the membrane upwards
- POSITION**
  - 2. The first step in installing a WaStop is to position the valve. Flange bolt holes are sized to allow anchor bolts to pass through the flange to the mounting surface.
- ANCHORS**
  - 3. If threaded rod is used for anchors, install stainless steel threaded rods cut to appropriate length using a two-part epoxy-glue to secure the rods in the concrete. Allow time to set, according to the manufacturer's recommendation. Expansion anchors should be installed according to the manufacturers' recommendation.
  - 4. In the case of an irregular mounting surface, a thrust nut can be used to provide an adjustable surface against which the flange will rest. Adjust the nut leaving about 10mm (½") space between the flange and the mounting surface. In case of a flat surface, apply sealant and push flange firmly against the mounting surface.
  - 5. Place jam nut on each anchor, then firmly tighten jam nuts to secure the valve permanently.
  - 6. In case of voids between the mounting surface and the flange; mix a non-shrinking grout and fill the space between the mounting surface and the flange to seal.

**RECOMMENDED SEALANT DEPENDS ON THE APPLICATION, GUIDELINES:**

- If the concrete wall is in good shape with no cracks, flush and otherwise not damaged it's usually enough with EPDM tape, silicone sealant or similar attached to the flange to seal between the flange and the concrete mounting surface.
- If the concrete has minor irregularities: hydrophilic systems; swellable profiles or sealants such as SikaSwell are recommended to fill minor cracks.
- If the concrete has cracks or irregularities, a non-shrinking grout is recommended to fill the voids between the flange and the concrete wall.

## FLANGE INSTALLATION STAINLESS STEEL







# INSTALLATION INSIDE PIPE

141

## ORIENTATION

The WaStop should always be installed with the 'spine' of the membrane upwards. Depending on the dimension the WaStop can be pushed in place by hand or using lifting equipment and slings.

## FASTENER

Wapro recommends the use of concrete anchor bolts or threaded rods secured with chemical anchors. Bolt into the non-shrink grout, or concrete surrounding the WaStop valve body.

## SEALANT

A WaStop secured by expansion bolts through the pre-drilled holes in the bell of the WaStop or custom made mounting tabs should be sealed by applying non-shrink grout between the inner diameter of the host pipe and the outer diameter of the WaStop valve body.

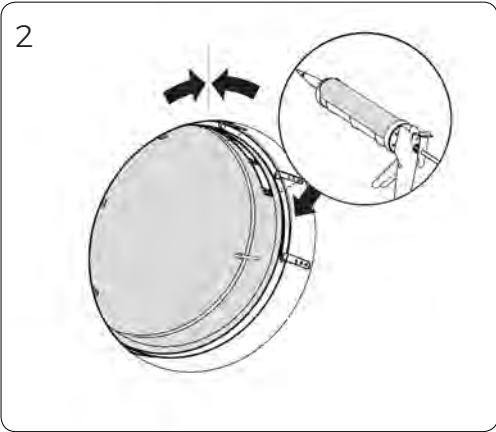
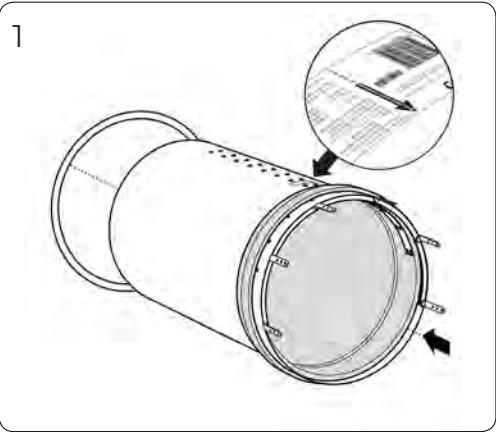
## INSTALLATION

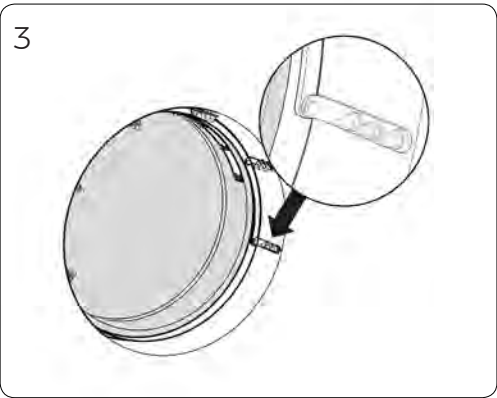
This section outlines the installation method when WaStop is sealed between the WaStop and the host pipe with non-shrinking grout and secured with concrete anchors. Grout and anchors are to be sourced locally. Manufacturers recommendations of these products should be followed.

Installation method:

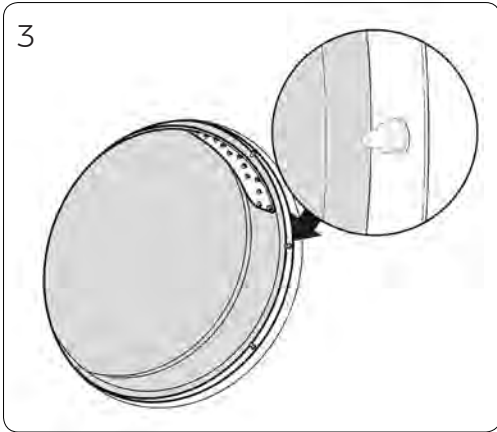
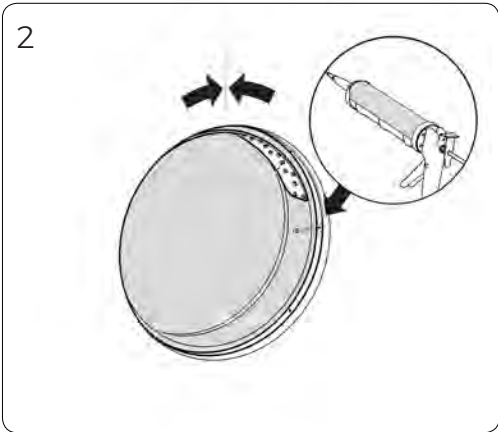
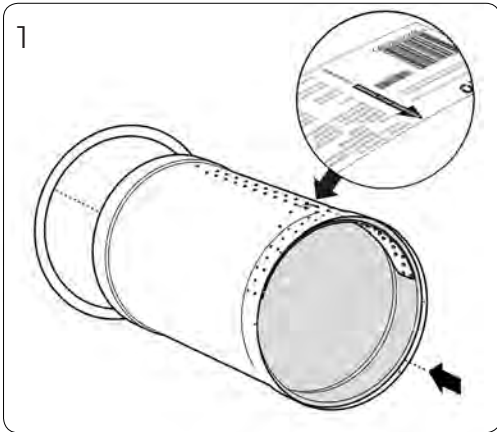
1. Clean the inside of host pipe and inspect for irregularities.
2. Position the WaStop taking note of flow direction as well as 'this side up' as shown on the label of the WaStop.
3. Create a 20mm (1") space between the WaStop and the host pipe. Mix the non-shrink grout to a semi-solid to plastic consistency to ease application. Apply non-shrink grout underneath the WaStop then remove the spacers and fill the rest of the area around the WaStop. Allow the grout to set. It is recommended to form at least a 250mm (10") wide lining around the WaStop with grout.
4. Once the grout has set, secure the WaStop utilizing concrete anchor bolts.

# INSTALLATION INSIDE PIPE - MOUNTING TABS

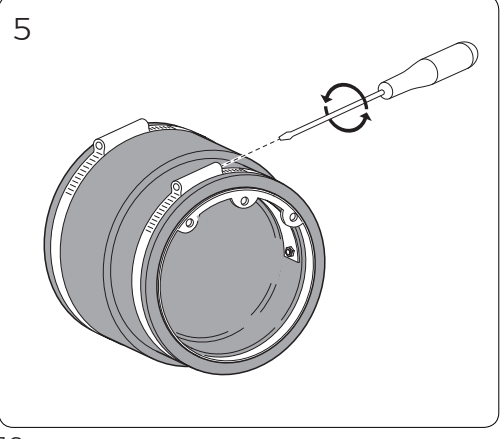
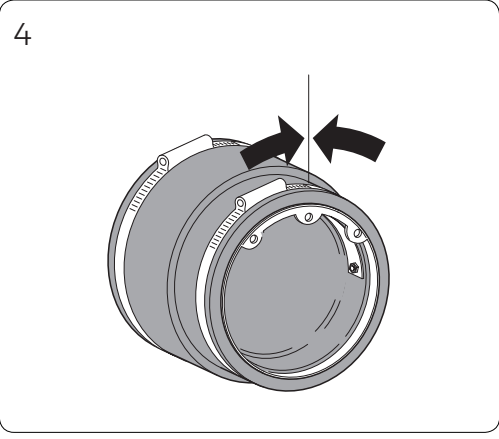
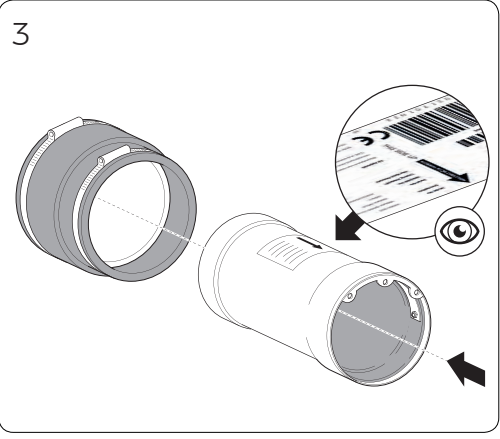
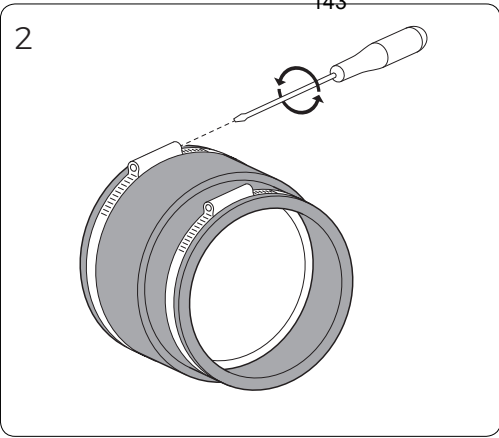
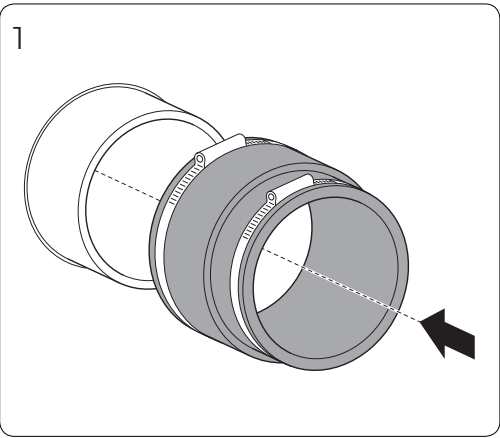




INSTALLATION INSIDE PIPE - BOLT THROUGH BELL

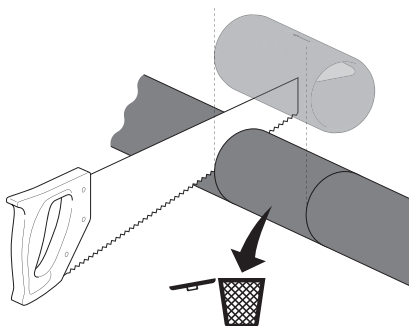


FLEXIBLE COUPLING INSTALLATION

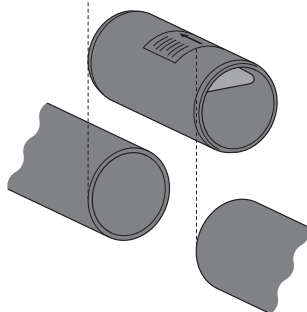


## 144

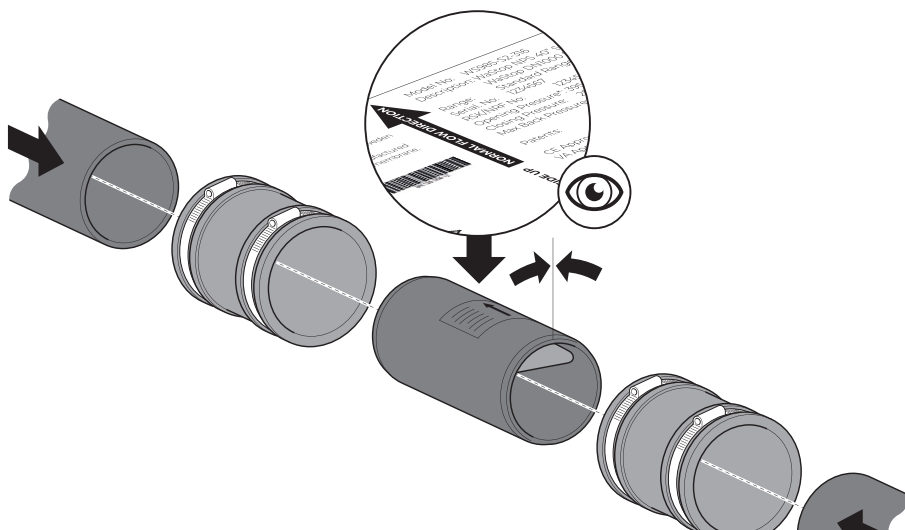
7



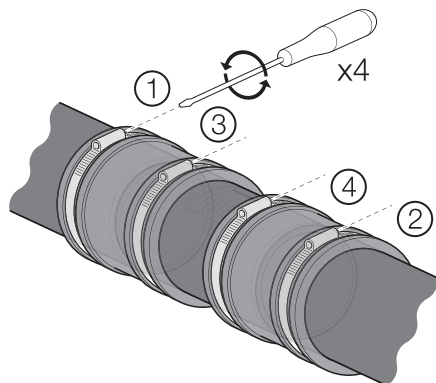
2



3



4

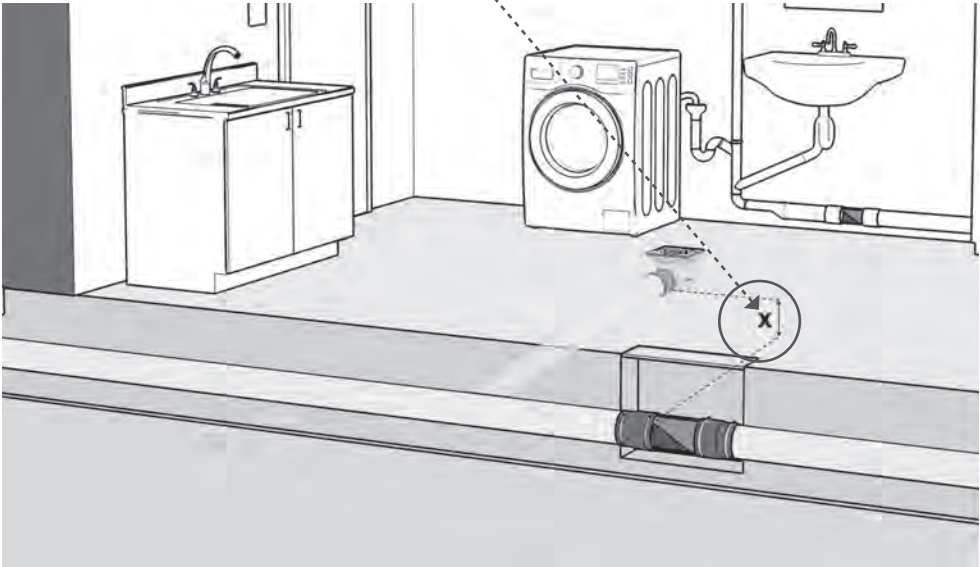
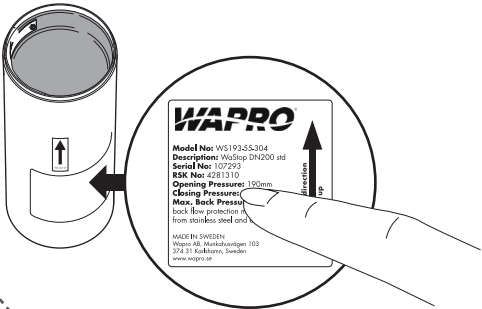


**IMPORTANT: OPENING PRESSURE**

145

DISTANCE BETWEEN THE LOWEST DRAINAGE POINT IN HOME TO BOTTOM OF WASTOP:

AT MINIMUM:  $X \neq \text{OPENING PRESSURE} \times 1,25$



## CONGRATULATIONS ON YOUR PURCHASE OF THE UNIQUE PATENTED WASTOP® INLINE CHECK VALVE

Wapro's unique construction prevents backflow in pipe networks. It can be installed in minutes either in existing pipes or manholes, and gives a reliable protection against high water levels, flotsam, gases, salt water, insects and small animals.

### SAFETY FIRST

When installing a WaStop check valve please ensure that all safety precautions are taken. Wapro AB accepts no responsibility for incorrect installation or the improper use of this product. Incorrect installation can cause injury, reduce the valve lifetime or damage other mating pipe products. Please read the following information before installing the WaStop check valve. If you have any questions regarding installation please call your local WaStop reseller.

### STORAGE

- The WaStop check valve should be stored in a cool dry location with good ventilation.
- The valves should not have anything inserted into either end touching the membrane during storage.
- Don't drop, put undue pressure upon, or twist the pipe or membrane as damage may occur.
- The smaller dimension valve should be stored in the box they were delivered in. Larger valves should be stored in a safe location where tampering cannot occur.
- Avoid unnecessary exposure to light and chemicals.
- Store all WaStop's in a vertical position with the end of the cone up. If this is not possible ensure the housing of the valve is supported to ensure ovality does not occur.

### TERMINOLOGY

Flow direction:	Normal direction of flow
Existing pipe:	An existing pipe into which WaStop will be inserted.
Joint coupling:	A flexible coupling joining the existing pipe and the WaStop.
Expansion bolt:	A bolt having an attachment that expands as the bolt is driven into a surface.
Rubber seal:	A seal that ensures no leakage between the inside of the existing pipe and the WaStop.
Back pressure:	The fluid pressure exerted against the valve. Usually measured in feet or meters of fluid above the invert of the pipe.
Membrane:	The elastomer conical membrane inside the WaStop pipe.
WaStop pipe:	The outer casing (housing) of the WaStop membrane.

### RECOMMENDATION

Wapro recommends strongly that the WaStop valve is accessible, that it is possible to un-install and remove the product without major structural damage or digging in the area surrounding the valve.

### RECYCLING

WaStop primarily consists of environmentally friendly components. When disposing of the valve, disassemble and properly sort the parts for recycling. See table below for how the components are to be recycled.

	Stainless Steel**	PE*	PVC*	Silicone*	EDPM*	Polyurethane*
WaStop	Valve Body and fasteners	Valve Body	Valve body	Membrane	Membrane	Membrane

\* incinerate

\*\* Metal recycling

## WAPRO AB LIMITED WARRANTY

Wapro will remedy defects in material and/or workmanship in any new Wapro valve for a period of two (2) years from the documented date of purchase so long as the valve has been used in accordance with Wapro's instructions and recommendations and under normal operating conditions. The warranty does not cover damage to the valve caused by external mechanical forces, such as interference from humans, animals or machines, nor is the warranty valid if the valve has been modified or altered in any way post-production. Furthermore, the warranty is not valid (a) if the valve is damaged due to exposure to high concentrations of chemical substances, (b) if the valve is damaged due to pressure surges and/or vacuum within the valve, (c) the warranty is invalid if flow velocity exceeds 2m/s for WaStop <DN300, 3m/s for WaStop <DN500, 4m/s for WaStop <DN1050 and 5m/s for WaStop <DN1800, and (d) if malfunctions are caused by other equipment. A flange is required for flow velocity over 2m/s in all sizes. To request warranty service, the buyer should contact the WaStop dealer where the valve was purchased within a reasonable time after discovering any defects. The valve serial number must be quoted in the case of a warranty claim. Wapro's liability is limited to the replacement or repair of the defective valve. Wapro will not assume costs incurred for removal of defective valves or subsequent installation of replacement valves. Furthermore, Wapro will not assume transportation costs of damaged valves or replacement valves. Wapro warrants that repaired or replaced valves are covered for the greater of either the remainder of the original valve warranty or 90 days. THE WARRANTY EXPRESSED ABOVE SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON WAPRO'S PART. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WAPRO BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGE FOR LOSS OF REVENUE OR PROFIT), OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH FURNISHING OF THE VALVES, PARTS OR SERVICE HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE ANY OF THE VALVES, PARTS OR SERVICE, OR OTHERWISE, WHETHER BASED IN CONTRACT, WARRANTY, TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, NO EMPLOYEE, AGENT OR OTHER REPRESENTATIVE OF WAPRO IS AUTHORIZED TO EXTEND OR OTHERWISE MODIFY THE WARRANTY SPECIFIED HEREIN.



# HOLDING BACK THE FLOOD

Wapro solutions protect against stormwater and backflow flooding  
Protecting people and property

Wapro AB  
Munkahusvägen 103  
SE-374 31 Karlshamn, Sweden  
Tel: +46 454 185 10  
Email: [wapro@wapro.com](mailto:wapro@wapro.com)

[wapro.com](http://wapro.com)

# FY23 CAPITAL PROJECTS REPORT – JUNE 2023

---





# Drainage

## Phase 3 Drainage 30<sup>th</sup>, 36<sup>th</sup> & 41<sup>st</sup> Avenue Outfalls

### **30<sup>th</sup> Avenue**

- Still waiting on delivery of check valves. Castings and grates are in and waiting for fabrication of miscellaneous items (railings, trash racks, etc.) All installation to be completed at the same time with same crew.

### **36<sup>th</sup> Avenue (Forest Trail)**

- Coordination and design of junction box still in process. Construction of 36<sup>th</sup> Avenue outfall to start in the fall.

### **41<sup>st</sup> Avenue**

- MS4, NPDES, OCRM, USACE & SCDOT permits on hand.
- Terracon coordinating purchase of mitigation credits and Environmental Assessment w/ SCOR
- T&H prepared technical specifications and special provisions for bidding
- Start of construction planned for fall/winter 2023.

## Comprehensive Drainage Master Plan

Maintenance review and development regulations review and recommendations in progress

# ISLE OF PALMS MARINA & BREACH INLET BOAT RAMP

---

## **Public Dock & Marina Bulkhead Boardwalk**

- Boardwalk project complete.
- Public dock application off public notice with OCRM and USACE.
- No comments received. City expects regulatory approval of the 16-ft wide dock. ATM completing final design to have plans ready for bid concurrently with receiving final permits.

## **Dredging**

- Request for Proposals (RFP) for engineering, design and permitting for marina dredging project released on 5/4. Deadline for submission of proposals is May 26, 2023.
- Public Services & Facilities Committee made recommendation to approve proposal from ATM. Final approval to be considered by Council on June 27, 2023.

## **Breach Inlet Boat Ramp**

- City partnered with Coastal Dredging (currently doing dock & dredging work for the Boathouse Marina) to perform some maintenance at the City's boat ramp. Approx. 150 cy of material were removed – at low tide there is now 5' of water from the end of the boat ramp extending towards deeper water.
- Gate has been refurbished and fixed.
- Staff requested ATM to evaluate slope of existing boat ramp and present recommendations to improve easy of use.