



City Council

6:00 p.m., Tuesday, June 27, 2023

Council Chambers

1207 Palm Boulevard

Isle of Palms, South Carolina

Public Comment:

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

<https://www.iop.net/public-comment-form>

Agenda

- 1. Introduction of meeting** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Roll Call
- 2. Citizen's Comments** – All comments will have a time limit of three (3) minutes. Public Comments submitted via online form [Pgs.3-6]
- 3. Special Presentations**
Presentation of the Spirit of the Island Award to Ted Kinghorn and the ACME Lowcountry Restaurant
- 4. Approval of previous meetings' minutes**
 - a. Public Hearing FY24 Budget – May 23, 2023 [Pgs.7-9]
 - b. City Council Meeting – May 23, 2023 [Pgs.10-17]
 - c. Special City Council Meeting – June 13, 2023 [Pgs.18]
 - d. Special City Council Workshop – June 13, 2023 [Pgs.19-27]
 - e. Public Services and Facilities Committee Meeting- June 6, 2023 [Pgs.28-30]
 - f. Public Safety Committee Meeting- June 6, 2023 [Pgs.31-34]
- 5. Old Business**
- 6. New Business**
 - a. Consideration 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
 - b. Consideration of options for a dune restoration project along the southern portion of the island as outlined by Coastal Science & Engineering and approval of an amount not to exceed \$232,000 for design, coordination, monitoring and construction of the chosen project [Pgs.35-45]
 - c. Consideration of recommendation from the Planning Commission to approve proposal from Seamon & Whiteside for the development of a Sea Level Rise Adaptation Plan in the amount of \$35,300 [FY24 Budget, Beach Preservation Fee Fund, \$20,000] [Pgs.46-57]



- d. Consideration 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 in the amount of \$104,500 [Funded by \$1.5M Grant] [Pgs.58-92]
- e. Consideration and 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.93]
- f. Consideration and 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.94-95]
- g. Consideration and approval of purchase of Public Works truck with increased towing capacity and utility body in an amount of \$72,746.22 from Daniels Chevrolet to be funded by Hospitality Tax, Public Works capital outlay (\$65,000 budgeted) [Pgs.96-99]
- h. Consideration of Agreed Upon Procedures from marina restaurant to meet lease requirement of Sec. 3.02(c) regarding statement of Gross Sales [Pgs.100-103]

7. Boards and Commissions Report

- a. Board of Zoning Appeals – no meeting in June
- b. Planning Commission – minutes attached [Pgs.104-105]
- c. Accommodations Tax Advisory Committee – no meeting June
- d. Environmental Advisory Committee – minutes attached [Pgs.106-108]

8. Ordinances, Resolutions and Petitions

a. Second Reading

- i. Ordinance 2023 – 02 – To regulate e-bikes and battery assisted motorized skateboard on the beach [Pgs.109-111]
- ii. Ordinance 2023-08 – To adopt a new noise ordinance [Pgs.112-118]
- iii. Ordinance 2023 – 09 – To clarify position of City Attorney and to include provisions for the appointment of City Prosecutor [Pgs.119-120]
- iv. Ordinance 2023 – 10 – To authorize entering into an intergovernmental agreement related to the South Carolina Local Revenue Services, to participate in local revenue service programs, to execute participant program supplements and other matters [Pgs.121-143]

- b. **First Reading** – Ordinance 2023 – 11 – To clarify that statements of candidacy for Mayor and Councilmembers can be filed at City Hall [Pgs.144-147]

c. Resolutions and Proclamations – None

- 9. Executive Session** – If needed to receive legal advice related to potential claims that could arise from beach erosion. Council may take action on matters discussed in Executive Session upon returning from Executive Session.

10. Adjournment

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from May 19 - JUNE 22, 2023

<u>Date Submitted</u>	<u>Name</u>	<u>Address</u>	<u>Comments for Council Meeting</u>	<u>Meeting This Comment is Intended For:</u>
6/4/2023	LARRY PAUL	# 1. 46TH AVE, ISLE OF PALMS, South Carolina 29451	BAN E-BIKES ON BEACH 24/7.	City Council

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from May 19 - JUNE 22, 2023

6/13/2023	Mrs. Lalla Lee L Campsen	28 Waterway Island Drive, Isle of Palms, South Carolina 29451	<p>Thank you for the opportunity submit comments to the Special City Council Workshop. I appreciate the Mission and Vision Statements in item 6, “family friendly beach community ...committed to enhancing the quality of life for those who come here to live, work and play.”</p> <p>I have lived at the south end of Waterway Island since 1995. It had always been the peaceful, quiet neighborhood envisioned in Item 6 — until the City bought the marina. After the City bought the Marina it began to allow outdoor amplified music to be played by its restaurant tenant, even though such music is unlawful under city ordinances.</p> <p>A recent case in point is the evening of May 28th I was working on the computer at my kitchen table with all doors and windows closed. The outdoor amplified music emanating from the Islander 71 Restaurant was so loud I could no longer concentrate. I called the restaurant and asked for the manager. I politely requested the manager turn down the music because it was so loud, I could not concentrate. The response was they had permission to play and would continue to play. I asked again and was again dismissed.</p> <p>I then called the police and filed a complaint. The officer went to the restaurant and relayed to me the music was, in his words, “bouncing of the walls”. The volume was turned done briefly but returned to previous high levels for the rest of the night. To my knowledge there was no citation issued for this extremely loud music —only a warning. I recorded the music at my front door with my i-Phone. I am happy to share it with you if you wish.</p> <p>It is my understanding that except for one or two historic 1960’s establishments at Front Beach that were grandfathered in, no outdoor amplified music is allowed on the Island except for the Marina—and only since the City bought it — and only by a separate contractual agreement.</p> <p>It seems residences near the Marina are treated unequally relative to other residents. Why does the City subject us to outdoor amplified music while others are not? Why does the City’s tenant get the benefit of a contractual agreement that supersedes the City’s noise ordinance? Is it because the City is the Marina tenants landlord and derives financial benefits from the outdoor amplified music? No matter how you cut it, that is not equal treatment.</p> <p>Noise can rise to the level of an unlawful nuisance. Noise ordinances are adopted to avoid and control that nuisance. When the City exempts its tenant from the noise ordinance and allows it to play outdoor amplified music when others cannot, is that not essentially aiding and abetting a nuisance?</p>	City Council
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City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from May 19 - JUNE 22, 2023

6/5/2023	Elizabeth Campsen	Intracoastal Ct, Isle Of Palms, South Carolina 29451-2500	<p>After the May workshop discussion surrounding the proposed noise ordinance and the creation of a carve out for commercial properties and business owners, I thought the will of a majority of council was to eliminate that element from the draft for first reading. While one portion was removed, first reading still contained a new exception that allows commercial properties and business owners to obtain a permit exempting them from the provisions of our noise ordinance. This should not be the goal. We've clearly had issues in the past with the marina and the surrounding residential properties which were resolved to some extent by limiting the noise allowed, not exempting the business owners from our ordinances. We now have similar issues stemming from the Sweetgrass Inn and its impacts to the surrounding residential properties. While keeping this new exception would clearly benefit private commercial interests on the island, it is not in the best interest of this community, it does not serve any public good and therefore I do not believe it should remain in the ordinance you will review again in committee.</p> <p>To the extent the suggestion in your May meeting - that the City enter into a separate noise control agreement with the Sweetgrass Inn - is still under consideration, I believe it is unnecessary. The City has a noise control agreement with its marina restaurant tenant, (on property owned by the City), because the prior tenant added an outdoor music venue utilizing loudspeakers to their business despite the fact that the use of loudspeakers on any property owned or under control of the City was clearly prohibited by the noise ordinance. The use of those loudspeakers at the marina created significant noise issues for the surrounding properties. The noise control agreement was executed as a way to allow limited use of loudspeakers at the restaurant subject to certain conditions that serve to protect the residents in the adjacent neighborhoods from unreasonably loud or disturbing noise and always subject to the current noise ordinance. I may be misunderstanding the goal, but it seems the intent behind any noise control agreement (or permit) for the Sweetgrass Inn is to provide a way to go above the stated levels in the noise ordinance, thereby impacting the adjacent neighborhoods rather than protecting them. The restaurant was completely prohibited from using loudspeakers because it is located on City owned property and a compromise was reached. The Sweetgrass can and does utilize loudspeakers, so a noise control agreement is unnecessary as our noise ordinance already controls their activity. Entering into a noise control agreement for the Sweetgrass which is less restrictive than either our ordinance or the marina agreement only exposes all of the neighborhoods currently protected to more noise. Unlike the marina, the City does not own the Sweetgrass Inn property. Sweetgrass/Wild Dunes LLC is not a tenant of the City. The City does not have any control over how the Sweetgrass, or any other privately owned business operating in the City on private property, is managed or operated, except through the consistent and impartial enforcement of all of our ordinances. Carving out special exceptions to our noise ordinance for the benefit of private commercial interests runs counter to the entire purpose of the ordinance. Please remove any exceptions for commercial properties and business owners from the current draft and end any noise control agreement discussions, to the extent that is being entertained. Thank you</p>	Public Safety Committee
6/4/2023	Mrs Beatrice C Love	9 Sand Dollar Dr, Isle of Palms, South Carolina 29451	<p>re STR: 1. minimum stay of 3 nights. We must stop the one night party visitors. What happened to the 7 night minimum?</p> <p>2. i say stay at maximum of 12 , not counting under 2 yr olds. If you change to 8 with 12 yr. age limit you invite more people and noise. 12 and unders can sleep anywhere: on the floor, sofa etc.You could end up with 8 adults with 12 children! That is 3 kids per family.</p>	Planning Commission

City of Isle of Palms, SC - Public Comments submitted via Public Comment Online Forum from May 19 - JUNE 22, 2023

6/4/2023	Mrs Beatrice C Love	9 Sand Dollar Dr, Isle of Palms, South Carolina 29451	Please pass the new noise ordinance. We needed it by now. Adjustments can be made next fall.	Public Safety Committee
6/1/2023	Julia Schwartz Tucker	2303 Hartnett Blvd., Isle of Palms, South Carolina 29451	I am a resident of the Isle of Palms since April of 1989. I recently received a visit from our Code Enforcement Officer Kowsky about my trash can being visible from the street. He was pleasant (even though my response was not warm) and explained why the Code is being enforced. While I do not agree with the premise, I want to give a big thank you to Officer Kowsky for listening to my concerns. I am a widow, just had back surgery and can not put up the barrier nor can I pay someone to do it for me. He told me he would try to help find some fence, to help me out. Not only did he find the fence but it was painted nicely AND he also put it in place! I am so impressed and appreciative that this gentleman not only listened to my concerns but he acted above and beyond to help me. Officer Kowsky is an asset to the Isle of Palms.	City Council
5/23/2023	Mrs Cindy Ann Feltman	3. 36th Ave., Isle of Palms, South Carolina 29451	1). My husband and I would like to support a STR license cap as suggested by Preserve Isle of Palms group 2) Please bring back the 4' white line on Palm Blvd. People are parking too close to the road causing safety concerns	City Council



PUBLIC HEARING
5:45pm, Tuesday, May 23, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Anderson, Bogosian, Hahn, Miars, Pierce, Popson, Streetman, Ward, and Mayor Pounds

Staff Present: Administrator Fragoso, Director Kerr, City Attorney McQuillin, various department heads

2. Ordinance 2023-07 – to raise revenue and adopt a budget for the City of Isle of Palms, South Carolina, for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Administrator Fragoso said of the budget: “We have a very ambitious workplan for the rest of the year, so we are excited to go through some of the key budget initiatives by department, so bear with me....

“So for FY24, total revenues are projected to be \$26 million, 26.4, which is approximately 17% increase from FY23. These increases are attributable to a \$2.2 million grant that we received from ARPA funds that are being assigned for the construction of the public dock and the Waterway Boulevard path and additional drainage work. There is an increase of about \$800,000 in tourism revenues, an increase of \$700,000 for licensing and permitting revenue, and \$200,000 due the increase to the short-term rental license base fee of \$100.

“The proposed budget does not include an increase to the operating millage and assumes a decrease to the debt service millage due to the Recreation Center bond maturing earlier this year...This will result in about \$200,000 in savings in property taxes for residents...

“The General Fund revenues are budgeted at \$13.9 million which is about 8% more than FY23. Expenditures are 8% higher than FY23 mostly due to ten new positions that we are funding in this upcoming budget. Total personnel costs are 70% of General Fund expenditures, and 37% of all City-wide expenditures. And this budget assumes the addition of six new paramedics in the Fire Department, a full-time short-term rental coordinator, a PR and Tourism Coordinator that we are cost-sharing with Explore Charleston, and a finance analyst position in General Government, and a second Code Enforcement officer in the Police Department.

“Transfers in from the tourism funds to the General Fund are projected at \$1.5 million, which is a 21% increase from last year. We are being a little bit more aggressive in using tourism funds for certain projects, but also they are covering three of the six paramedics in the Fire Department. Total tourism revenues are conservatively projected at \$8.6 million, which is about 90% of recent 12-month actuals. There are no new debt issues included in this budget.

“I am going to go through some of the initiatives by department. First, we will start with General. We included a provision for 2.5% for wage adjustments. We also include a provision of \$15,000 to review the latest Wage & Compensation study that we did in 2021 to ensure that we remain competitive in wages islandwide. We also include about \$56,000 to support the City’s tuition reimbursement program. We currently have five employees participating and pursuing degrees in higher education through this program. We also have multiple employee engagement events throughout the year and uses engagement software that uses text messaging and webchat technology to facilitate efficient and timely communications between the City and the residents, and this is directly tied to one of those strategic priorities in the City’s Strategic Plan. We continue funding initiatives recommended by the Environmental Advisory Committee, including glass recycling, smart composting, and they also include a provision of \$15,000 for any additional projects or initiatives by the Committee. We include funds for the construction of a new public dock and greenspace at the Marina. Also about \$1.25 million for us to begin the planning, design, and construction of renovations to the City Hall building to reconfigure our space, make space for additional staff, and hopefully consolidate both departments on one floor to improve service delivery for residents and visitors. We continue to fund the annual monitoring of the entire shoreline of the beach, and funds to begin the permitting and design of the shoal management project and the next offshore beach renourishment project we talked about at length at the workshop meeting a couple weeks ago. We also have funds for the permitting and design of the marina dredging project, which is funded by \$1.5 million grant from the State. We have included \$250,000 for the City to continue adding ADA-compliant beach walkovers around the island, very similar to what we did at 34A. And just as a reminder, the City submitted a budget request to the State for \$500,000 to support our efforts at doing this.

“A big project that we have slated for this coming budget is the construction of a new emergency vehicle access path next to the County park, and this would allow us to avoid utilizing some of the beach access paths that may have dune systems that are more vulnerable. We also include the expenditure of the construction for the improvements of the Waterway Boulevard multi-use path. As a reminder, the City submitted a grant to FEMA and we should know by early next year whether or not the City is successful in this allocation. However, should the City not be successful, we would have the funds to go ahead and start that project either then or earlier depending on whatever Council decides.

“For the Building Department, we have a \$30,000 provision to install a new permitting and licensing system to make it better and more user friendly not only for the staff, but also folks that are submitting and requesting permits and licenses through the City. We continue the agreement with RentalScape for short-term rental management and compliance, and we added a \$35,000 provision for additional analytical software tools to support our operations.

“For the Fire Department, as you all know, the largest initiative in this year is implementing a paramedic program. That includes adding six personnel, two per shift, and this will not only help in our service delivery when responding to emergency medical services, but also support the operations of our team in any calls that they receive throughout the year. We also include significant investments in technology for the Fire Department to include additional computers to accommodate online training requirements and new accountability software to assist our battalion chiefs in firefighter accountability.

“For the Police Department, in addition to the initiatives that City Council recently approved to enhance beach safety and surveillance, we have also included the installation of an automatic license plate reader at the Connector, the purchase of a second radar sign for traffic control, and we have increased funds to support the hiring of additional deputies for traffic management during the season in addition to our BSOs.

“For the Recreation Department, we have included \$165,000 for the installation of a new outdoor fitness court...Also include funds for improvements to the dog park including replacing the fence and adding new equipment for dogs to play, several enhancements to the building, WiFi at the gym and cardio rooms, upgrading the A/V in the classrooms, installing new lighting around the new pickleball courts, and of course support for the more than 15 events that the department puts together every year.

“And then lastly, Public Works, we have included funds to purchase a new Caterpillar trash loader for yard debris operations. We are not replacing our existing equipment. We are keeping it. We are just enhancing the operation for as long as our current Caterpillar is operational. Also included some surveying equipment to support our efforts at being more proactive in doing in-house drainage maintenance. We also include a provision to continue our cost-sharing partnership with Dominion Energy so that we can continue to move utilities lines underground. And then last, but not least, we include significant investment for new drainage infrastructure, maintenance of existing infrastructure, including the completion of Phase 3, which is as we all know, outfall projects at 36th and 41st, and then start pursuing some of the projects identified by the Comprehensive Drainage Master Plan.”

She thanked all department heads for their professional work in preparing this year’s budget. She also thanked Debbie Suggs for her work on what is her last budget with the City due to her retirement later in the year.

3. Adjournment

Council Member Ward made a motion to adjourn and Council Member Popson seconded the motion. The meeting was adjourned at 5:58pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



CITY COUNCIL MEETING
6:00pm, Tuesday, May 23, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Hahn, Bogosian, Ward, Streetman (via XXX),
Anderson, Popson, Miars, Pierce, and Mayor Pounds

Staff Present: Administrator Fragoso, Director Kerr, City Attorney McQuillin, various
department heads

2. Citizen's Comments

Terri Haack, of Lowe's/Wild Dunes, believes the proposed noise ordinance will negatively affect the resort which will "likely affect the City's Accommodations Tax revenue, a vital source of financial support." She said the resort paid \$943,000 in accommodations taxes last year. She believes "the proposed ordinance seems rushed with speed to be more important than consensus." She asked Council to consider waiting until after the completion of the sound study they are having conducted is complete before passing the ordinance.

Al Clouse's submitted comments are attached to these minutes.

3. Special Presentations

Chief Oliverius recognized the efforts and achievements of Engineer Dave Micalizzi upon his completion of 25 years of service to the Isle of Palms.

4. Approval of previous meetings' minutes

- A. City Council Meeting – April 25, 2023**
- B. Special City Council Meeting – May 2, 2023**
- C. Special City Council Workshop – May 9, 2023**

MOTION: Council Member Ward made a motion to approve the minutes, and Council Member Popson seconded the motion. The motion passed unanimously.

4. Old Business

Consideration of issuing a Request for Proposals for parking management services

MOTION: Council Member Pierce made a motion to approve, and Council Member Anderson seconded the motion.

Administrator Fragoso said this RFP will go out with a due date of approximately 3 weeks from now and will require a mandatory pre-bid meeting. The responses will go to the Public Safety Committee for recommendation. Those businesses who have responded to other local RFPs (7-9 respondents) will be directly contacted.

VOTE: A vote was taken with all in favor.

5. New Business

A. Consideration of recommendation from the Accommodations Tax Advisory Committee to approve the proposed FY24 budget from Explore Charleston for the expenditure of the 30% of State Accommodations tax revenue for tourism promotion

Catherine Dority and Laurie Smith of the Charleston Visitor's Bureau gave an overview of their proposed FY24 budget for the Isle of Palms. Ms. Dority said there will be a greater emphasis next year on branding IOP in the digital realm so that results can be easily tracked. She shared some IOP-specific initiatives started in FY23 including websites, streaming advertising, paid display ads, the support of a staff position, and a very successful VRBO campaign.

Council Member Bogosian said he would like to see more of a focus on branding the island which he believes is "balance between visitors and residents." He would like to see the CVB "target families that stay longer and spend more money."

Council Member Hahn said, "I want to echo what John just said that everybody I talk to says we don't need more people now. We need more dollars per person, and that is part of the brand is to upscale what Isle of Palms is which has typically been known as a blue-collar beach." Ms. Dority responded that they can target high income households if that is the will of Council.

Council Member Pierce would like to have a report on the demographics of who is visiting the island in a few months. Ms. Dority said they could return after the completion of the second VRBO campaign at the end of the summer.

MOTION: Council Member Ward made a motion to approve, and Council Member Anderson seconded the motion. The motion passed unanimously.

B. Consideration of partnership with Law Enforcement Neighborhood Support (LENS) to establish paid internship program in the Police Department

Administrator Fragoso said the Police Department has had interns in the past, but this year, the LENS program has offered to financially support that program with a donation to the City. Chief Cornett said prior interns have completed administrative tasks mostly. Their most recent intern helped in recruiting many of this year's BSOs.

Administrator Fragoso clarified that the LENS program received ATAX funds last year and they were used for police-related functions. They have reported those uses to the ATAX Committee

and no other requests for funding have been made to date. This partnership will be paid for from private donations to the organization.

MOTION: Council Member Ward made a motion to approve, and Council Member Popson seconded the motion. The motion passed unanimously.

C. Consideration of 2023 surfing application from Brycen Marshall DePass, IOP Surf Lessons

MOTION: Council Member Hahn made a motion to approve, and Council Member Bogosian seconded the motion. The motion passed unanimously.

D. Consideration of pursuing the design of the next underground utility lines projects at 14th Avenue and the end of 41st Avenue and IOP Marina

MOTION: Council Member Pierce made a motion to approve, and Council Member Hahn seconded the motion. The motion passed unanimously.

E. Consideration of recommendation from the Administration Committee to appoint Tim Ahmuty to the Planning Commission vacancy

MOTION: Council Member Pierce made a motion to approve, and Council Member Miars seconded the motion.

Council Member Ward asked why this candidate was chosen over the others. Council Member Bogosian said all were very highly qualified candidates, but “the Committee selected this individual based on his qualifications and especially his community service.” He said all candidates have been encouraged to reapply as there will be openings on the Planning Commission at the end of the year. Council Member Ward expressed his preference for another candidate.

VOTE: A vote was taken as follows:

Ayes: Bogosian, Hahn, Miars, Streetman, Anderson, Pierce, Pounds
Nays: Ward, Popson

The motion passed 7-2.

F. Consideration of recommendation from the Administration Committee to appoint Chris Skipper as Associate Judge

MOTION: Council Member Hahn made a motion to approve, and Council Member Anderson seconded the motion. The motion passed unanimously.

Administrator Fragoso said the RFP for the City Prosecutor’s position, the position left open by Mr. Skipper becoming Associate Judge, is due June 16. Mr. Skipper will remain as City Prosecutor until that position is filled.

G. Consideration and approval of Police Department K-9 unit

MOTION: Council Member Pierce made a motion to approve, and Council Member Hahn seconded the motion. The motion passed unanimously.

Mayor Pounds said the City has received donations to help offset the purchase of the K-9. Chief Cornett said this dog will play a critical role in keeping drugs and illegal guns off the streets. He will be able to track drugs and people.

Administrator Fragoso said they will be sending an officer to training with the dog on June 5. She is supportive of this program and is happy to see it implemented so quickly.

VOTE: A vote was taken with all in favor.

H. Consideration of recommendation from the Administration Committee to award the Spirit of the Island Award to Ted Kinghorn and ACME Lowcountry Kitchen

Mayor Pounds said both of these nominations were recommended unanimously by the Administration Committee.

MOTION: Council Member Pierce made a motion to approve the recommendation of Ted Kinghorn to be awarded the Spirit of the Island award, and Council Member Bogosian seconded the motion. The motion passed unanimously.

Council Member Hahn expressed concern about the financial transparency of the LENS program. Mayor Pounds responded that the organization has provided documentation on how the ATAX funds were spent to the ATAX Committee.

VOTE: A vote was taken with all in favor.

MOTION: Council Member Pierce made a motion to approve the recommendation of ACME Lowcountry Kitchen to be awarded the Spirit of the Island award, and Council Member Bogosian seconded the motion. The motion passed unanimously.

Several Council members spoke very highly of the civic efforts of the ACME Lowcountry Kitchen.

6. Boards and Commissions Report

- A. **Board of Zoning Appeals** – no meeting in may
- B. **Planning Commission** – minutes attached
- C. **Accommodations Tax Advisory Board** – minutes attached
- D. **Environmental Advisory Committee** – minutes attached

7. Ordinances, Resolutions, and Petitions

A. Second Reading

- i. **Ordinance 2023-06 – to increase the short-term rental license base rate by \$100**

MOTION: Council Member Bogosian made a motion to approve, and Council Member Miars seconded the motion. A vote was taken as follows:

Ayes: Bogosian, Hahn, Miars, Streetman, Anderson, Pierce, Pounds

Nays: Ward, Popson

The motion passed 7-2.

ii. Ordinance 2023-07 – to raise revenue and adopt a budget for the City of Isle of Palms, South Carolina, for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

MOTION: Council Member Ward made a motion to approve, and Council Member Anderson seconded the motion. The motion passed unanimously.

B. First Reading

i. Ordinance 2023-02 – to regulate e-bikes and battery assisted motorized skateboards on the beach

MOTION: Council Member Pierce made a motion to approve, and Council Member Miars seconded the motion. A vote was taken as follows:

Ayes: Bogosian, Hahn, Miars, Streetman, Popson, Anderson, Pierce, Pounds

Nays: Ward

The motion passed 8-1.

ii. Ordinance 2023-08 – to adopt a new noise ordinance

MOTION: Council Member Anderson made a motion to approve, and Council Member Hahn seconded the motion. A vote was taken as follows:

Ayes: Bogosian, Hahn, Miars, Streetman, Anderson, Pierce, Pounds

Nays: Ward, Popson

The motion passed 7-2.

iii. Ordinance 2023-09 – to clarify position of City Attorney and to include provisions for the appointment of City Prosecutor

MOTION: Council Member Ward made a motion to approve, and Council Member Popson seconded the motion. The motion passed unanimously.

iv. 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 to deliver one or more participant program supplements and other matters

MOTION: Council Member Anderson made a motion to approve, and Mayor Pounds seconded the motion. The motion passed unanimously.

C. Resolutions and Petitions

Proclamation 2023-02 – to proclaim May 20-26 as National Safe Boating Week

MOTION: Council Member Ward made a motion to approve and waive the reading, and Council Member Streetman seconded the motion. The motion passed unanimously.

MOTION: Council Member Pierce made a motion to suspend the rules of order to allow for comments about the noise ordinance. Council Member Miars seconded the motion. A vote was taken as follows:

Ayes: Bogosian, Hahn, Miars, Streetman, Popson, Anderson, Pierce, Pounds

Nays: Ward

The motion passed 8-1.

Council Member Hahn said, “All I wanted to say was with the noise ordinance is we struggled with this for a long time. I don’t believe, I don’t think other people on the Committee believe that it is perfect by any stretch of the imagination, but it is something that we have to put in place now and see how it goes. And I would urge not only Wild Dunes but all the residents as well to see how this works and let’s look at this again in the fall and see if it needs to be tweaked. It is my expectation that it very well may need to be.

Council Member Anderson said, “I would just like to say that I am hoping that we are just going to adopt this ordinance for six months and then come back and revisit it.”

The noise ordinance will be discussed further at the Public Safety Committee meeting and Council Workshop in June before coming back for Second Reading.

8. Executive Session

9. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Popson seconded the motion. The meeting was adjourned at 7:12pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

City Council Meeting 5/23/23: Clouse Comments (Meeting No. 14 since 4/13/2022 regarding NOISE ORDINANCE; NUISANCE.

Requesting for the **seventh** time (twice in writing) to provide us written assurances regarding enforcement of **§ 9-2-5 (b)(c)**. **“Amplified Music”** is “unlawful” and the core of this situation. Your silence is very telling.

Lack of enforcement, which was clearly exposed and demonstrated in the previous City Council (“CC”) meeting dated 5/9/23; providing us with our very own **“Who’s on First”**, has evolved into a legal nuisance by the **Hyatt Sweetgrass Inn; § 9-2-5 (i)(1)(2); facilitated by the City**. We believe **Hyatt is #824 in Fortune 1000 Revenue Rank**.

If anyone really wants an account of the events from “The Concert from Hell” held in November 2022, we will gladly prepare a notarized affidavit of said events.

We respectfully requested, followed up by a written request, **Mrs. Jan Anderson recuse herself from all further discussions and issues regarding the noise ordinance as it relates to the City, Resort and Complainants**. We presented an array of **facts** which support our request. We are not aware of Mrs. Haack’s position, and we are certain she has one, regarding the above. Mrs. Haack is a board member of WDCA; Mr. Anderson, (Mrs. Anderson’s spouse) is President of WDCA. Mrs. Anderson clearly has a conflict of interest and we **demand immediate action** on her part. The **optics are negatively impacting the integrity of this Council**.

Unfortunately, throughout our negotiations with Mrs. Haack (starting in November 2022) she tragically experienced the death of her brother, and very recently, the death of her husband. Our hearts and prayers go out to her. We have treated her with dignity and respect throughout these very sad events. As we all know, there is nothing convenient about death. Again, Terri, God Bless you.

We recently sent an email to Mrs. Haack requesting a written response regarding a number of previous emails. Mrs. Haack’s response, to one such request, was actually comments regarding what Hyatt’s measures and actions are regarding the Noise Nuisance. Our sense is, either Mrs. Haack is hiding behind the Hyatt flag, or Hyatt is purportedly accountable for their actions; yet they are not.

On 4/17/23 we received an email from Mrs. Haack which we were unable to open the attachment. I contacted Mrs. Haack regarding being unable to open the file which was titled **“Revised Financial Proposal”**. Mrs. Haack responded her computer was “hacked” (no pun intended) and do not open said file. Apparently, someone in cyberspace believes we are entitled to remuneration. We wonder what other information we may receive as a result of Mrs. Haack’s email being hacked.

In the past **fourteen (14) months**, we have provided the Council an array of **facts** which support our position. Some would say we have a dispute between the residents and the Hyatt Sweetgrass Inn. Hell Yes; it is a dispute! Please remember, the resort (Jeff Payne, Lowe and Rob Walker, Hyatt) **lied** to us regarding the amount of decibels (eighty (80)) they were allowed to emit. Said resort’s narcissistic attitude further contributed to a downward spiral. The City, not enforcing said noise ordinance, was an **accomplice to said spiral**. Our conclusion: based on common sense, someone in this room **generated a consensus** to not enforce said ordinance, as it relates to the Hyatt Sweetgrass Inn. How could we not conclude the obvious?

One of our complainants is Mrs. Williamson, 16 57th AVE. She has been an IOP resident, almost since the beginning of time; she is 92; her property is twenty (20) feet due south from the Hyatt Sweetgrass Inn; separated by the City Fire Lane. Now, I ask you; if Mrs. Williamson was your Mother, or Grandmother, what would your expectations be?

Respectfully, Mrs. Haack will tell you a number of changes which have been implemented to improve our livability. Unfortunately, they lack sustaining power. We would gladly give you a long list, however, our keys are pretty worn down due to the frequency we have previously provided. We are still having to listen to the resort's music, instead of our own, on our screen porch/porches. When watching a movie at 7:00 PM, while an event is being held at Hyatt Sweetgrass Inn, we are required to turn our volume up to extra high levels. They remove speakers, then turn up the volume of the remaining ones. They play amplified music at will. We still have difficulty sleeping due to various events/issues which go on after 9:00PM. Recently, Hyatt's own security team was unable to stop a disturbance at the hotel's back doors (after three (3) tries) at 11:00PM.

Our sense is, on almost every item implemented by the resort, the period at the end of a sentence transforms into a coma or semicolon.

We did not design the hotel.

We should not be a beneficiary of Lowe/Dart's (supposedly **seasoned commercial real estate experts**) egregious mistakes.

Respectfully, please do not pass the proposed noise ordinance in its current form. In the meantime, please enforce the one we have.

Respectfully,

Al and Roxie Clouse



SPECIAL CITY COUNCIL MEETING
4:30pm, Tuesday, June 13, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Ward, Streetman, Bogosian Miars, Pierce, and Mayor Pounds

Absent: Council members Hahn and Popson, Council Member Anderson (recused)

Staff Present: Administrator Fragoso, Director Kerr

2. Executive Session

MOTION: Council Member Ward made a motion to enter into Executive Session in accordance with SC Code 30-4-70(a)(2) to receive a legal update and advice on the claim Wild Dunes LLC v. IOP. Council Member Miars seconded the motion. The motion passed unanimously.

City Council entered into Executive Session at 4:31pm.

City Council returned from Executive Session at 4:58pm.

3. Adjournment

Council Member Streetman made a motion to adjourn, and Council Member Ward seconded the motion. The meeting was adjourned at 4:58pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



SPECIAL CITY COUNCIL MEETING -- WORKSHOP
5:00pm, Tuesday, June 13, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Bogosian, Miars, Anderson, Ward, Streetman, Pierce, and Mayor Pounds

Absent: Council members Hahn and Popson

Staff Present: Administrator Fragoso, Director Kerr, various department heads

2. Citizens' Comments

Terri Haack of Wild Dunes, LLC, said her organization has been working diligently to mitigate the noise coming from the Sweetgrass Inn. She said additional measurements for their sound study will be taken on the weekend of June 24-26 and asked City Council to delay their vote on the noise ordinance until more data is collected. She said she agrees with the Public Safety Committee's decision to recommend the vote be delayed and that the City engage its own sound engineer. She encouraged Council to use all available data in making its decision.

Al Clouse's comments are attached to these minutes.

Laura Lovins, 5 Links Clubhouse Court, spoke to City Council about the environmental impact of septic tanks on the island. She mentioned the recent heavy storms and flooding that took a week to dissipate. She believes issues surrounding septic tanks need to be addressed by the Environmental Advisory Committee and the City Council.

Tony Santiago, 60 Ocean Pointe, said that second homeowners who do not rent homes need to be properly named in the conversations about short-term rentals. He also said more information about traffic on the island is needed. He said he would like guardrails on short-term rentals and mentioned an article he wrote about it in the *Island Eye*.

3. Special Presentations

Presentation by Coastal Science & Engineering

Stephen Traynum detailed the erosion occurring along the beach between 100 and 500 Ocean Boulevard. He said the area is more eroded now than it was in 2019. He said, "The good news is that there is still a lot of dune area between the structures, the majority of the houses, and the

high tide line.” However, there are two lots where the pools are within 20’ of the high tide line and that 20’ mark is where the State considers the erosion to be an emergency condition.

He continued, “There is kind of two approaches. One is if there is an emergency condition, then owners or the City, if it is a significant enough area can apply for an emergency permit to either scrape sand to bring in from upland via truck or to install emergency sandbags to protect their property.” He believes there are two non-adjacent lots that would qualify for that.

He added, “The other option is a general permit measure that can be undertaken anytime. It doesn’t have to meet that general or emergency condition and that you can bring trucked in sand to try to rebuild the dune. And then the other you can also do sand fencing if there is a stable beach and if you’re not eroding, sand fencing can kind of help jump start the dunes.”

The City has submitted an application for a general permit that would allow for it to bring in trucked-in sand that must be beach compatible. It will still be a few more weeks before that permit is received. Administrator Fragoso said that City Council will need to discuss who will cover the estimated cost of \$200,000-\$300,000 for the project.

Mr. Traynum said the State has a policy “that they don’t want any seawalls built on the coast because they can negatively impact the beach system.” However, CSE believes that “seawalls are very good at protecting an upland private property if done in a kind of comprehensive plan where all properties are included and protected, and it is built to a design so that you can withstand storms.”

He shared that the Army Corps of Engineers is considering doing a beneficial use project that could greatly benefit the area with the addition of “a couple hundred thousand” cubic yards of sand. They are hoping to have this project done in 2023 or early 2024. It would be paid for by the Army Corps. He said the City’s role in the project “would be just as a support for them, but there may be some actions that the City could take to help the project do a little better job in getting the beach to look like you want it.” Mr. Traynum said he would like to wait a little more before moving forward with any mitigation efforts to see how the Army Corps’ project comes together.

Council Member Anderson expressed concern that homeowners would not want to be told to wait until next year for something to happen. She asked what homeowners could do at their own cost. Mr. Traynum replied, “They would be able to operate under the City’s general permit that you all have applied for to truck in sand as long as it is beach compatible and OCRM says yes, that sounds okay.” Homeowners would need to have the City’s permission to do so once the permit is issued in the next few weeks. CSE would monitor the movement and placement of any sand.

MOTION: Council Member Bogosian made a motion to reorder the agenda to allow for the discussion of beach erosion at this time in the meeting. Mayor Pounds seconded the motion. The motion passed unanimously.

4. Strategic Plan Policy Initiatives and Priorities

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 the OCRM jurisdiction and critical area

Council Member Bogosian said he would recommend that CSE put together a design to mitigate further erosion until the Army Corps of Engineer's project is solidified. Council Member Anderson agreed.

Mr. Traynum and Administrator Fragoso said plans including a phased or staggered approach to the mitigation would be available at City Council's June 27 meeting.

Council Member Bogosian said that the City's lobbyists need to work on having beach renourishment funding put back in the State's budget. Mayor Pounds agreed.

Administrator Fragoso said, "For the record, I know some of you have asked this before in terms of how much money the City has in the Beach Preservation Fee fund. As a reminder, that fund or that 1% in Accommodations Tax revenue was adopted in 2015. Since then, it has generated to date \$7.5 million and it generated about \$1-\$1.5 million in FY22."

4. Dashboard of City Operations

Administrator Fragoso reported on the City's vacancies: a Building and Licensing Clerk, nine BSOs, a Code Enforcement Officer, and a CDL Driver in Public Works. The new Finance Director will start in a few weeks.

She noted that charges from the Police Department are trending up and parking tickets are trending down. However, she anticipates that will change next year with the outsourcing of parking. The Court docket is experiencing a year-over-year increase in the number of cases.

She noted the calls for service received by the Fire Department include 33% of calls for automatic aid. Only 20 of those calls were attended by IOP personnel. Mt. Pleasant Fire Department answered 65 calls for service to the Isle of Palms. She is trying to get comparable data from Mt. Pleasant Fire Department.

She noted that garbage collection is up a little. Upcoming events include the Farmer's Market beginning this week, Community Narcan Training at the Recreation Center, Coffee with the Mayor, and the IOP Beach Run.

Council Member Pierce asked for the license year to be added to the short-term rental chart.

Administrator Fragoso shared, "The Public Works Stormwater Management report shows a lot of the efforts, in-house maintenance efforts that we have been doing on stormwater management, and that is something unique that we have started doing recently with the purchase of equipment that allows us to be more proactive in maintaining ditches and drains."

Chief Cornett reviewed the new livability report. He said it will continue to be fine-tuned. Council Member Bogosian complimented the Code Enforcement Officer for the work he is doing. He asked if the department reviewed the reasons why a noise complaint would be considered unfounded. Chief Cornett said that all noise complaints are reviewed, and unfounded complaints are often noise that no longer exists by the time the police arrive and or children playing in a pool.

Chief Cornett said that the increase in the volume of more severe charges is as a result of enforcement efforts of a full staff but also that this year seems to be busier than last year.

5. **Department Reports** – in the meeting packet

6. **Strategic Plan Policy Initiatives and Priorities**

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 planer to advise the City on noise policy**

Council Member Anderson read a prepared statement about her participation in noise ordinance discussions, and it is attached to these minutes.

Administrator Fragoso said that she is in the process of looking for people to speak to about noise ordinances. As there are not many people who do that, she is not sure how quickly she can fulfill the request of the Public Safety Committee. To that end, she and Chief Cornett have discussed officers taking decibel level readings throughout the season to collect additional data points.

Council Member Bogosian asked what additional information a noise consultant could provide to the City and believes Council should make a decision about the noise ordinance. Council Member Miars agreed. Council Member Ward said the recommendation is to defer action, but that Council members could vote against that recommendation.

ii. **Discussion of Ordinance 2023-02 to regulate e-bikes and battery assisted motorized skateboard on the beach**

Council Member Ward said the Public Safety Committee offers no additional changes to this ordinance. Chief Cornett said they have only received a few complaints about the e-bikes in the past, but there have been more complaints recently.

Council members Pierce and Miars believe more restrictions are necessary. Mayor Pounds said changes can be made at Second Reading.

iii. Discussion of 2022 final report of short-term rentals and 2023 year-to-date short-term rental licenses issued

Administrator Fragoso said the short-term rental reports reflect the number of dwelling units provided by the County. That number will be updated later in the year when new data is available.

As of 4/30/2022, 1805 short-term rental licenses were issued, 89% of which were 6% properties. Staff is continuing to analyze the gross revenues as they are tied to the accommodations tax revenue and hopes to have that clarified by the June 27 meeting.

Council Member Pierce would like to see a breakdown between second homes and 6% short-term rentals.

As of 6/9/2023, 1633 short-term rental licenses had been issued. An additional 9 have been identified by RentalScape, and 56 more have applied but not yet paid.

Both Administrator Fragoso and Director Kerr said it is difficult to make assumptions about trends in short-term rental licenses at this point in time. Council Member Streetman said Council had agreed to oversight of the trends and is in favor of continuing to keep an eye on these licenses.

B. Environmental

ii. Discussion of recommendation from the Planning Commission to approve proposal from Seamon & Whiteside for the development of a Sea Level Rice Adaptation Plan

Director Kerr reviewed the process used by the Planning Commission to make this recommendation to City Council to approve the proposal from Seamon & Whiteside for the development of a Sea Level Rise Adaptation Plan. Administrator Fragoso said City Council could accept the bid for \$35,300, which is higher than the \$20,000 budgeted amount or asked Seamon & Whiteside to revise the scope of the plan. She also noted that the plan will be paid for out of the City's Beach Preservation Fund.

C. Public Services

i. Update on RFP process to hire a parking vendor for the island for the 2024 beach season

Administrator Fragoso said the RFP has been issued and is due June 30. Staff has reached out to six firms. There is a mandatory pre-bid meeting on June 16.

ii. Discussion of timeline of the Waterway Boulevard Pedestrian Path Elevation project and options

Administrator Fragoso said the State FEMA office has identified this project as a top priority and she fully expects the funding to be awarded to the City in the first quarter of 2024. The grant covers 90% of the cost plus \$54,000 in management costs.

She also reported that they were able to adjust their application to include \$157,000 for engineering costs and \$20,000 for permitting, which means the City is able to move forward with those two processes prior to the award of the grant and not lose any eligibility of the grant.

She added, “The only difference is we have to follow Federal procurement guidelines before engaging an engineering firm to start that work” which means the City cannot sole source the work to Thomas & Hutton despite their help developing the project. Staff will begin the procurement process in the next couple of weeks.

She reminded Council that the costs of the project are included in FY24 if for some reason the City is not awarded grant funds.

iii. Discussion of recommendation from the Public Services & Facilities Committee to approve the proposal from Applied Technology Management for the engineering design and permitting of marina dredging project

Administrator Fragoso said this was the only proposal received for this project and she recommends the Council’s approval of the bid. She said that while the budgeted amount was \$50,000, the City received a \$1.5 million grant fully funding the project.

D. Personnel

Discussion of Ordinance 2023-09 to clarify position of City Attorney and to include provisions for the appointment of City Prosecutor

Administrator Fragoso clarified, “This essentially allows the City to, it just clarifies that the City Council has the ability to hire either an individual as City Attorney or a firm, which is the direction we recently went to. The only addition here is we are codifying that it is City Council’s appointment for the City Prosecutor. That was not included in the ordinance and we believe that it is important that it is rather an attorney that is hired by the City Administrator.”

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

Administrator Fragoso said this ordinance is cleanup on the part of MASC. There are no changes to the administration of any of these programs, only name changes.

ii. Discussion and consideration of 2023 surfing lessons application from Kai Dilling, Sol Surfers

Administrator Fragoso said Mr. Dilling is requesting his application be voted on at this meeting instead of the June 27 meeting so he can begin lessons.

MOTION: Council Member Ward made a motion to suspend the rules of order to allow for discussion and action on this application. Council Member Miars seconded the motion. The motion passed unanimously.

Council Member Miars stated that Mr. Dilling thought he had done all he needed to do to teach lessons on the beach this summer. Mayor Pounds expressed concern that Mr. Dilling was told the proper path for action on the matter, but he went around staff to a Council member to have a vote ahead of the regular Council meeting. Administrator Fragoso said there will be one deadline for all applications next season.

Council members Bogosian and Streetman expressed concern about setting a precedent for voting on matters during a workshop.

MOTION: Council Member Miars made a motion to approve Mr. Dilling's surf lesson application. Council Member Ward seconded the motion. A vote was taken on the motion as follows:

Ayes: Bogosian, Miars, Ward, Anderson, Pierce, Pounds

Nays: Streetman

The motion passed 6-1.

iii. Discussion of Lowvelo Reception on June 22, 2023

Council Member Streetman invited all Council members to the Lowvelo Reception on June 22 at 5:30pm to learn more about Lowvelo and the event.

7. Financial Review

A. Financial Statements and Project Worksheets

Director Suggs said General Fund revenues are at 96% and are trending ahead of budget. General Fund expenditures are at 92%, which is on target. The City will not spend as much as budgeted in FY23 mainly due to the remaining costs of Phase 3 Drainage, which have been re-budgeted into FY24.

Property taxes, business licenses, rental licenses, and building permits are over budget. The City is forecasted to beat the revenue budget by about \$2 million. Expenditures will be approximately \$6-800,000 over budget. She said, "All funds will bring in more revenue than they have expenditures, so we should see a buildup of all fund balances."

The City has approximately \$39 million in cash deposits earning interest at 5.27% in May.

The City will make its final payment on the Recreation Center in June, bringing the debt service millage down in September.

Director Suggs said, "The marina restaurant has now been operating for a full year. The lease requires, you might recall this, a statement from a CPA confirming gross revenue. The tenant has submitted a proposed list of agreed upon procedures that their CPA would perform to meet this requirement. The staff shared the proposal with our CPA, which is Veris and with Brian Kitts to

get their opinion. They feel that what the tenant is proposing is adequate and the staff agrees.” More information will be provided to the Council prior to the June 27 meeting for their consideration.

Administrator Fragoso added, “The reason we are doing this is the report that we would get from them does not include the specific language that the lease includes. Remember the lease was written by a real estate attorney, not a CPA firm. So I just want to make sure that under my purview we are enforcing these leases to the T, and I just want to get buy-in from Council that this document and this report that they are provided to the City to meet the least requirements is acceptable to the City and would be acceptable for the entire length of the lease.”

Director Suggs said there has not been much activity in tourism revenues in the last month. The Municipal ATAX for April is low because the County is overwhelmed by business licenses and changes in management. The City expects to receive approximately \$467,000 from them next month, which is an 8% increase over 2021. Hospitality tax remains strong and is 20% over last year. Local Option Sales Tax is 10% ahead of last year.

There was no activity on the project worksheets in May.

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

Administrator Fragoso said this purchase was discussed with the Public Safety Committee, recommended by the Fire Department, and by Administration.

B. Approval of purchase of four tide valves for Merritt Boulevard (two valves), Driftwood Lane, and Carolina Boulevard in an amount not to exceed \$35,520 to be funded by drainage contingency

Administrator Fragoso said the meeting packet includes a memo justifying this as a sole source contract as there are only two manufacturers for these valves and the one recommended by staff is easier to maintain and clean. They will be installed 5-10 days following Council approval.

9. Capital Projects Update

Administrator Fragoso said there has not been much activity to report on the capital projects and referred Council members to the slides in the meeting packet. She said no major comments were received regarding the public dock, so permits are likely to be released.

10. Legislative Report

Mayor Pounds reported, “We do have about \$1.5 million for drainage, half a million for some ADA boardwalks that are still in the budget, subject to the Governor’s veto. Those numbers are so small I can’t even image they would raise to the level. So hopefully we’ll get good news on that in the next few weeks or so.”

11. **Adjournment**

Council Member Streetman made a motion to adjourn, and Council Member Ward seconded the motion. The meeting adjourned at 7:32pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



**Public Services & Facilities Committee Meeting
1:00pm, Tuesday, June 6, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Council members Miars (via phone for part of the meeting), Streetman, and Popson

Staff Present: Administrator Fragoso, Director Kerr, Director Pitts, Assistant Director Asero, Director Ferrell

2. Approval of Previous Meeting's Minutes – May 2, 2023

Council Member Popson made a motion to approve the minutes of the May 2, 2023 meeting. Council Member Streetman seconded the motion. The motion passed unanimously.

3. Citizen's Comments

4. Old Business

A. Update on IOP marina store and parking renovations

Administrator Fragoso said they are at the marina several times a week checking on the progress. She said half the parking lot work is substantially complete. There have been some delays due to worker availability. Materials and inventory are being brought into the store. She anticipates the work to the parking lot and the store to be completed by the end of the month.

Administrator Fragoso also reported that boat launching is limited to IOP residents only during construction. The docks, boat club, and rentals are all working normally. She said the parking lot will have appropriate signage when complete indicating that IOP residents can park in the lot for free with the proper decal.

Director Kerr stated that the Water & Sewer Commission found a manhole under the store building and they have given the City notice that they will not be responsible for any issues involved with it. Mr. Shuler has indicated he will find a way to deal with it.

B. Update on IOP marina shared parking lot management

Director Kerr reported that the parking lot attendant has been in place for three weeks. They are looking for a backup attendant. There have been some issues with the attendant being there at the assigned times, and the City is working with Islander 71 about that. Eventually there will be two

cameras taking pictures four times a day to monitor lot usage in addition to the attendants taking counts while they are working Thursdays through Sundays. Director Kerr and the Police Department have access to the cameras. Islander 71 has their camera to monitor the lot.

He said, “I will say generally from the City’s perspective the management has been going along pretty well. It has been very lightly used. I will say up to this point it has not been, it has only been full maybe once, maybe twice in the three weeks we’ve been watching it, and when it was full, it was only for a short span.” They anticipate more use as the summer continues.

Director Kerr also reported that construction trailers for work being done on Goat Island are using the trailer spots Mondays-Wednesdays, and he is working with the Police Department on how to handle that. It has not created a problem for a resident or a restaurant customer to this point.

Administrator Fragoso added that they review camera footage weekly and there have been very few times when the lot was full. They will maintain regular contact with the tenants regarding parking lot management.

5. New Business

A. Consideration of proposal from Applied Technology Management for the engineering design and permitting of marina dredging project

Administrator Fragoso reminded the Committee that this project is being funded with \$1.5 million from the State budget. Those monies have been received, but there still needs to be a procurement project for everything related to the project. ATM was the only respondent to the RFP for the engineering design and permitting. As the City has a long history working with ATM and they are familiar with the work at the marina, she said, “We have no issue or concerns with their ability to pursue this process on behalf of the City.”

There is a \$50,000 placeholder in the FY24 budget for the preliminary design and to begin the permitting process. She noted that the ATM proposal is “everything up to construction management, so those monies in excess of the \$50,000 that the City has budgeted will be covered by the grant that we have on hand. We recommend the City moving forward with a recommendation for approval of this contract so we can execute it.”

Council Member Popson noted that the permitting process can be lengthy and asked if the prices on the proposal are locked in. Administrator Fragoso said the prices would be locked in if all tasks are approved and the City enters into an agreement with ATM. She added, “If for some reason the project gets incredibly complicated, much, much more complicated than we anticipate and we know that it is going to be complicated, and they spend more time than anticipated in the permitting process, they would have to show that and justify why they need additional hours.” She will confirm the inclusion of an escalation clause in the contract before executing it.

The scope of this project is just for the marina. Neighboring areas such as Dewees Island and the Wild Dunes Marina can be part of the permit applications, but they are responsible for the costs of removing sediment from their respective areas of the project.

MOTION: Council Member Popson made a motion to make a recommendation to City Council for the approval of the contract with Applied Technology Management for the engineering design and permitting of the marina dredging project. Council Member Miars seconded the motion. The motion passed unanimously.

B. Discussion of timeline of the Waterway Boulevard elevation project and options

Administrator Fragoso reminded the Committee that the City has submitted a grant application to FEMA for the costs of this project. They anticipate hearing about the awards in the first quarter of 2024. However, no work can start before the awards. As this is a complicated project, it will take some time to complete the surveying and engineering required before work can begin. Permits from SCDOT, OCRM, and the Army Corps of Engineers are also needed.

The concern is that waiting until the award, if there is to be one, to begin any work will further delay the project. As there is money in FY24 for this project, City Council would like to move forward with the project prior to the awards being announced.

Administrator Fragoso will speak with the grant writer and the State FEMA office to see if there is any flexibility in using the City's matching funds to being the surveying and engineering pieces prior first quarter 2024. Another option would be to withdraw the FEMA application.

She stated that the City received \$2.3 million in ARPA funds and only half is being used for the public dock rehabilitation project. She said there is also approximately \$600,000 left in the Phase 3 drainage project bond proceeds since the 41st Avenue project is being fully funded. Additionally, there are some drainage funds in FY24 that could be drawn upon for this project. The total project is estimated to cost \$1.2 million.

MOTION: Council Member Miars made a motion to bring the matter before the full Council for discussion. Council Member Miars seconded the motion. The motion passed unanimously.

6. Miscellaneous Business

The Public Services & Facilities Committee will meet in July if needed.

Administrator Fragoso said that Mr. Shuler would like to have a ribbon cutting ceremony when the work at the marina is complete.

7. Adjournment

Council Member Popson made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 1:57pm.

Respectfully submitted,
Nicole DeNeane
City Clerk



**Public Safety Committee Meeting
10:00am, Tuesday, June 6, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Council members Hahn, Ward, and Anderson

Staff Present: Administrator Fragoso, Director Kerr, Chief Oliverius, Captain Swain

2. Approval of Previous Meetings Minutes – May 2, 2023

Council Member Hahn made a motion to approve the minutes of the May 2, 2023 meeting, and Council Member Anderson seconded the motion. The motion passed unanimously.

3. Citizen's Comments

Al Clouse's comments are attached to these minutes.

Terri Haack of Wild Dunes said the proposed noise ordinance will impact the way the resort does business and could affect the ATAX income the City receives from the resort. The resort has been working on ways to mitigate the noise affecting the surrounding neighborhood. She reported that the next phase of the sound study will be conducted June 11-13 and encouraged the Committee to wait until they provide Council with the new data before moving forward with the noise ordinance. She believes the second study will "provide valuable data including clarification whether 75 decibels is an appropriate level for the typical groups that attend the Wild Dunes Resort."

She also asked that if the ordinance is to be passed at this time that City Council consider adding a sunset date in the first quarter of 2024 to further review the ordinance's impact.

MOTION: Council Member Hahn made a motion to suspend the rules of order to speak to Ms. Haack. Council Member Ward seconded the motion. Council members Hahn and Ward voted in favor of the motion. Council Member Anderson abstained from voting. The motion passed.

Council Member Hahn asked Ms. Haack what she would propose with regards to a noise ordinance. She answered, "I think that the proposed decibel level for the resort needs to be correct and arbitrarily, the ordinance reads that Front Beach can be 85 decibels, but the resort cannot be and the 75, I'm not sure where the 75 is coming from yet. I believe that the sound study will help us determine the is that the appropriate level. Yes, a decibel indication is absolutely imperative, and once that is established, we will be diligent. But I think that it is

important to understand that we have 114 groups still left to go this year, that all have over 100 room nights. So that is a gigantic piece of Accommodations Tax.”

4. Old Business

A. Discussion and consideration of Ordinance 2023-08 to adopt a new noise ordinance

MOTION: Council Member Ward made a motion to recommend to City Council postponing the Second Reading of Ordinance 2023-08. Council Member Hahn seconded the motion.

Council Member Ward said he believes this ordinance still needs more work. He would like the Police Department to take more decibel readings. He would like the City to employ its own sound engineer to conduct studies.

Administrator Fragoso said the changes to the ordinance in the meeting packet that are being presented by the City’s attorney. She has reached out to several sound engineers and said it may take some time before the City can engage one since there are not many available. She anticipates having more information to share at the City Council workshop next week.

Council Member Anderson agreed that Second Reading needs to be postponed. She would also like to see the City engage a City Planning Consultant “because we are not interested in sound information as much as what ordinance would be effectively adopted for use by communities.”

Council Member Hahn believes hiring both types of consultants would be helpful.

MOTION: Council Member Hahn made a motion to amend the motion to City Council to include the hiring of a Sound Engineer and a City Planning Consultant. Council Member Anderson seconded the motion.

Administrator Fragoso clarified, “While the current ordinance is challenging to enforce, the City has been enforcing the City’s current noise ordinance. Every call that is made is responded to by an officer to the site of the community and citations have been issued, warnings have been issued. So I just wanted to clarify that for the Committee that the Police Department continues to enforce the current ordinance.”

Council Member Anderson requested further clarification of noise-related complaints and tickets. Administrator Fragoso said that information could be provided by next week’s workshop.

VOTE: A vote was taken on the amendment with all in favor.

VOTE: A vote was taken on the motion as amended with all in favor.

B. Discussion and consideration of Ordinance 2023-02 to regulate e-bikes and other motorized devices on the beach between 10:00am and 5:00pm from May 15 through Labor Day

Administrator Fragoso said this ordinance will limit the use of electric assist bicycles and skateboards and other motorized equipment between 10am and 5pm from May 15 through Labor Day.

Captain Swain said they have had one complaint about an e-bike on the beach and one on the road. They have received more calls about whether or not they are legal. He is unaware of any incidents of the bikes being in the dunes. He said the Police Department will enforce the ordinance if it is passed.

Council members Anderson and Hahn spoke in favor of the ordinance.

C. Update on the acquisition of surveillance and safety equipment approved by City Council on April 25, 2023

Captain Swain gave an update on the acquisition of surveillance and safety equipment purchased by the police department. He said the transport van is operational, marked, and has been used in the transport of prisoners. The K-9 officer is in training with the new dog and he anticipates them being in service by July 4.

The Police Department is looking into grants for the purchase of the surveillance tower. Two cameras for the intersection of 14th Avenue and Ocean Boulevard have been purchased and are awaiting installation. He reported they are working with Sea Cabins about installing two cameras on the pier. The Sea Cabins will provide power to the cameras at no cost to the City.

Captain Swain said they are looking into new drones as they have better technology available now. He also said that FAA rules will still require them to have a spotter with the drone rather than someone working it remotely. He reported that they are speaking with vendors about the LPR that will be placed on the Connector in FY24. The Federal approvals needed for the FBI Task Force position are in the works.

Administrator Fragoso said the purchase of the ballistic vests for the Fire Department will be made this month from the \$150,000 allocation Council provided in April.

5. New Business

A. Discussion of traffic congestion at the intersection of Palm Boulevard and 14th Avenue

Council Member Anderson expressed concern about the amount of gridlock on Saturday afternoons at the intersection of Palm Boulevard and 14th Avenue. Captain Swain said that the City is cost-sharing the placement of the Sheriff's Deputy at that intersection from 10am-6pm, but the Sheriff's Department is having trouble consistently filling the position. It is difficult to have an IOP officer work the intersection when calls need to be answered across the island.

Council Member Anderson suggested that the backup might be caused by the timing of the light at Rifle Range Road. Captain Swain responded, "The best thing we have ever done was work with Mt. Pleasant and have them change the timing on the light at Rifle Range." He said he asked for 60 seconds, but he noticed the timing is closer to 75 seconds.

Council Member Anderson suggested the City's traffic engineer should look into to the timing of this light.

Administrator Fragoso said she would watch the Mt. Pleasant Transportation Committee meeting as she has heard there is some conversation about Mt. Pleasant conducting traffic studies to understand better how to alleviate congestion.

B. Discussion of golf carts on Palm Boulevard

Council Member Ward thanked the Public Safety Department for their recent video on golf cart rules. Council Member Anderson expressed concern about people not knowing the golf cart rules and driving their carts on Palm Boulevard. She would like to see more signage along Palm Boulevard reminding people golf carts cannot be driven on that street.

Captain Swain said that warning is placed on the City's message boards. He said golf cart rules are something else the BSOs educate the public about. Administrator Fragoso said the property rental managers provide that information upon check in. She also shared that upon the implementation of the beach parking plan in 2015 there was a lot of public pushback about the amount of signage the City posted around the island.

MOTION: Council Member Anderson made a motion to add signage prohibiting golf carts on Palm Boulevard and work with SCDOT to do so according to their regulations. There being no second, the motion failed.

Council Member Ward also spoke about the resident's "sign fatigue." He said that the Police Department has already done research into what it can and cannot do with regards to golf cart regulation. Council Member Anderson said safety is the priority and the public should be made aware. Administrator Fragoso said the staff would continue to update the message board with golf cart rules and encourage property rental managers to include that information upon check-in.

6. Miscellaneous Business

The next meeting of the Public Safety Committee will be in August unless a matter for discussion or consideration presents itself in July.

7. Adjournment

Council Member Hahn made a motion to adjourn, and Council Member Anderson seconded the motion. The meeting was adjourned at 10:53am.

Respectfully submitted,

Nicole DeNeane
City Clerk



June 22, 2023

Desirée Fragoso
City Administrator
City of Isle of Palms
1207 Palm Blvd
Isle of Palms SC 29451

RE: 2020 Beach Monitoring Results [CSE 2492]

Dear Desirée:

This letter is submitted at your request following recent discussions regarding erosion around the southern tip of the Isle of Palms (IOP). CSE conducted a site assessment, including obtaining georectified aerial imagery, on 12 June 2023. At that time, CSE noted recent erosion that left little to no dry-sand beach along much of the area south of 3rd Ave. The erosion event occurred over several weeks of unseasonal storm and tide conditions that impacted the entire South Carolina coast.

The area north of 3rd Ave also experienced erosion over the same period; however, this area retained much of the dune that the City restored following Hurricane *Irma* in 2017. CSE noted sand accumulation at the toe of the dune north of 3rd Ave and a minimal dry-sand beach area, indicating the beach was recovering from the erosional event. CSE presented the assessment results to the City Council on 12 June 2023.

The dune condition along most of the area in question is better than the condition following *Irma* in late 2017. A series of photos are attached to this letter that document the visible condition of the dune since *Irma*. There have been periods of erosion and accretion since 2017, including the complete loss of the 2017 dune south of Beach Access #2 in 2019, followed by accretion and natural dune growth through 2022. Throughout the series of photos, localized areas of change are visible as the shoreline responds to small-scale changes in the inlet and ridges and runnels in the wet-sand beach.

The 2023 ortho image shows a significant ridge and runnel feature present on the wet-sand beach ("A" in Fig 1). In addition, there is a nearly continuous sandbar in the shallow underwater zone that extends north from the Breach Inlet delta ("B" in Fig 1). This bar is separated from the beach by a small channel (termed "marginal flood channel" in beach morphology) that can shift closer to the beach at times. The presence of a ridge and runnel in the wet-sand beach is a characteristic of a generally healthy beach profile.

CSE believes that a combination of recent weather events (higher than predicted tides and large northeasterly waves), coupled with cyclical changes on the north side of Breach Inlet, have led to the recent erosion observed south of 3rd Ave. It is difficult to identify the magnitude that each factor contributes to the current erosion trend without significant levels of beach, wave, and current analysis.

Sand is transported into the area via sediment transport from upcoast portions of IOP; however, there can be temporary reductions in the upcoast sand supply. Historically, the south spit of IOP has accreted as the inlet tends to migrate towards Sullivan's Island. Armoring of Sullivan's Island fixed the western boundary of the inlet channel and prevented additional migration. This has made the inlet more positionally stable and resulted in larger beach volumes on the IOP side compared to the pre-armored condition.

Sand shifts from IOP to Sullivan's via the process of shoal bypassing. The same process periodically impacts the northern end of Isle of Palms with episodes of erosion and accretion on both sides of the Dewees Inlet. After crossing Dewees Inlet and migrating onto IOP, sand is transported by waves and currents along the length of the island and is eventually deposited onto Sullivan's Island via another separate shoal bypassing system. The shoal bypass events are often triggered by the inlet channel breaking through the delta shoal and relocating itself further north.

CSE has observed these channel opening events several times since monitoring of Breach Inlet began in 2009, including an event in 2020–2022. When these events occur, they often act like a groin to disrupt alongshore transport and back up sand along the beach. As the channel shifts westward, the shoals shift with it and draw sand off the end of the island. CSE believes that this process may have contributed to the accretion observed in 2020–2022, and now that the channel is shifting westward, the configuration is less favorable for accretion.

It is important to note that CSE believes most of the recent erosion observed in mid-2023 is weather-related. Assessing changes to the beach morphology requires understanding how short-term (weather and tides) and long-term (channel morphology) conditions can impact a site.

CSE is aware that there is concern by some owners that the 2018 project has contributed to the localized erosion along Breach Inlet. There is no scientific support for this conclusion. Sand has historically shifted from the island's north end to the south when averaged year over year. There are also periods when dominant transport is to the north, typically during summer months with southeasterly waves.

As mentioned above, beach sediments on IOP originate from shoal bypassing at Dewees Inlet, which has helped maintain most of IOP's beach in a fairly healthy condition. Similarly, sand shifts from IOP to maintain Sullivan's Island. The inlets and deltas are in constant states of evolution, and the impacts of these morphological changes are well understood. Still, discrete events like channel avulsions are somewhat unpredictable by their very nature. This is why SCDHEC-OCRM identifies these areas as "Unstabilized Inlet Zones" and calculates erosion rates differently than from strand beaches away from inlets. Sand bypassing to Sullivan's has led to significant accretion of Sullivan's Island over the past several decades (accelerated by construction of the Charleston jetties).

The state defines an emergency condition as a structure (including pools) that is within 20 feet (ft) of the high-tide swash line. CSE assessed the distance between structures and the escarpment line to determine what properties may qualify as an "emergency condition" under OCRM's regulations. Table 1 provides the distances for each property south of 5th Ave. Presently, no structure was clearly less than 20 ft from the swash line; however, two structures were measured to be 21 ft from the line. Five properties were between 20 and 30 ft, and another five were between 30 and 40 ft. Properties between 130 Ocean Blvd and 214 Ocean Blvd were generally the most vulnerable. The pool at 120

Ocean Blvd stands seaward of adjacent structures and is also vulnerable. Note that OCRM does not consider walkways, landscaping, or other structures in assessing emergency status. The principal eroded area extends ~1,430 ft from 118 Ocean Blvd to 304 Ocean Blvd.

Alternatives for Consideration

Should the City elect to pursue mitigation options, a few alternatives are available. Note that with any minor dune restoration project, there is no certainty that sand will remain in place for any significant length of time. Ideally, the beach condition would show signs of stability prior to dune restoration to improve the chance a project lasts. Placing a small quantity of sand along an actively eroding shoreline may result in losing the placed material in a matter of days or weeks. On the other hand, as shown with the post-*Irma* restoration north of 3rd Ave, dune restoration may last several years or more when a system is stable or accretional. For any of the alternatives listed below, sand has a greater chance of remaining in place in areas where the recent spring tide line has not encroached on the dune. CSE believes that dunes created via either trucked-in sand or scraped sand have an equal performance opportunity due to the relative health of the lower beach profile, provided that the trucked-in sand quality is similar to the native beach. In other words, CSE does not believe that the City should expect a dune constructed with trucked-in sand to last shorter or longer than a dune constructed with sand scraped from the lower beachface.

Full Dune Restoration via Trucked-in Sand

The City has applied for a general permit from OCRM to perform "Minor Dune Restoration" via trucking sand from an inland borrow pit. This alternative is the simplest to permit, as it does not require any emergency condition. The project allows for constructing a dune ~6 ft high and 20 ft wide using beach-quality sand. The maximum design equates to a fill density of ~4.5 cubic yards (cy) of sand per foot of beach. Should the City restore the entire 1,430 ft area described above, ~6,400 cy of sand will be required.

CSE estimates that sand can be purchased, hauled, and placed for ~\$30/cy, which equates to a placement cost of \$192,000. The contractor would likely require mobilization costs for equipment on the order of \$15,000. Design and construction administration is estimated at \$25,000. CSE anticipates the project to require 2–3 weeks to complete if the contractor averages 50 truckloads per day, working only daylight hours.

Construction would limit beach access between Breach Inlet and 5th Ave, as trucks would need to traverse the high-tide area throughout the day. CSE assumes that the 5th Ave access would be made available to the contractor for the project's duration. On-road trucks would likely need to offload the material at the seaward end of the beach access, and the material would need to be re-loaded to off-road trucks and transported to the fill area south of 3rd Ave.

Sand Volume — 6,400 cy

Cost Opinion — \$232,000

Duration — 2–3 weeks

Benefits — Easy to permit

Concerns — High unit cost; impacts of trucks to beach access/recreation; beach closures south of 5th Ave; longevity

Partial Dune Restoration via Trucked-in-Sand

This project would be similar to a full dune restoration; however, it would focus on ~750 ft of the most vulnerable portions of the area, including all of the properties less than 30 ft from the high tide line. This reduces the placement costs and duration of the project to about half of the complete dune restoration alternative. The mobilization cost would remain the same, and engineering costs would be reduced to ~\$20,000.

Sand Volume — 3,300 cy

Cost Opinion — \$134,000

Duration — 1–2 weeks

Benefits — The reduced cost compared to full scope; allows for monitoring of performance; reduced impact

Concerns — Rewards owners with pools installed seaward of adjacent properties; isolated dune features may be more vulnerable to erosion than a full dune; beach closures south of 5th Ave

Sand Scraping of Areas Meeting/Nearing Emergency Condition

The City can request that OCRM consider impending erosion and allow for emergency sand scraping along lots nearing the threshold. This includes 120 Ocean Blvd and the stretch from 132 to 206 Ocean Blvd (5–6 parcels). Sand scraping involves shifting sand from the low tide portion of the beach and placing it along the dune in the same configuration as if it were trucked in. Scraping was utilized to construct the 2017 post-*Irma* dune. CSE estimates that it will require ~\$3,000 per lot to scrape a full dune design. For this number of parcels, it may be more economical and lower impact for a contractor to use smaller equipment, such as bobcats, to move material. CSE believes, but is not certain, that OCRM may approve this type of effort in anticipation of additional erosion if requested by the City rather than individual owners, provided the erosional line is closely approaching the 20ft criteria. The project would require ~4–5 days to construct, and the City must obtain emergency authorization from OCRM. Scraping is a more economical construction method, being able to move sand for \$5–8 per cy compared to ~\$30 per cy for trucking inland sand. Engineering costs are reduced as significantly less coordination is required to certify sand quality and process truck tickets/payment certifications.

Sand Volume — ~2,500 cy

Cost Opinion — \$30,000

Duration — 4–5 Days

Benefits — Lower unit price; less impact to beach access/recreation; ideal beach quality sand; no impact to traffic; can be repeated if dune erodes; opens the project to additional contractors

Concerns — Implemented only on parcels meeting/nearing emergency condition; beach closures at the immediate site (open outside of parcel under construction); isolated dune features may be more vulnerable to erosion than a full dune



Do Nothing or Owner-sponsored Projects

The City may elect to allow the system to recover naturally based on the historic sediment transport trends in the area. As shown above, the area has had several erosive events that typically heal naturally when conditions become more favorable. Summertime wave conditions tend to promote accretion of the dry-sand beach, and may start rebuilding the spit area soon. If the City elects not to complete a project, Owners meeting the emergency condition could apply for individual emergency permits to conduct sand scraping at their parcel for costs of ~\$3,000 per lot as described above.

CSE understands that the US Army Corps of Engineers (USACE) anticipates completing a nourishment project along the Breach Inlet area within the next 12 months (note that this is subject to change, and is dictated by the USACE). This project may provide over 200,000 cy of sand to the area, which will be more than sufficient to fully restore the dune and dry-sand beach over a longer period of time than a minor dune project. Note the project design may require the City to relocate nourishment sand from the intertidal area to the dune if immediate dune restoration is desired.

The City intends to begin designing and permitting for the next large-scale beach nourishment project in FY 2024. CSE has previously discussed including borrow area searches and fill design for the area between Breach Inlet and the Sea Cabins Pier in the design and permitting. Future monitoring of the beach will determine what (if any) level of nourishment may be required by the time permits are secured—and a project may be needed at the east end. The City must evaluate sand requirements at both ends of the island, ideally utilizing only one mobilization expense for a dredging project to place sand. Should the USACE project be completed, CSE anticipates that the south end will have sufficient sand for the next several years. For comparison, reaches 1–2 (the area south of the Sea Cabins Pier) lost 73,800 cy of sand from 2009–2021. A 200,000 cy USACE project would restore all of this sand, plus the ~100,000 cy lost from 2022–2023.

Should the City elect to move forward with any of the alternatives described above, CSE will work with state and federal agencies, sea turtle groups, and owners to design and implement a project. We are happy to assist in any way we can. Please let me know if you have any questions.

Sincerely,

Coastal Science & Engineering (CSE)

Steven B Traynum
President

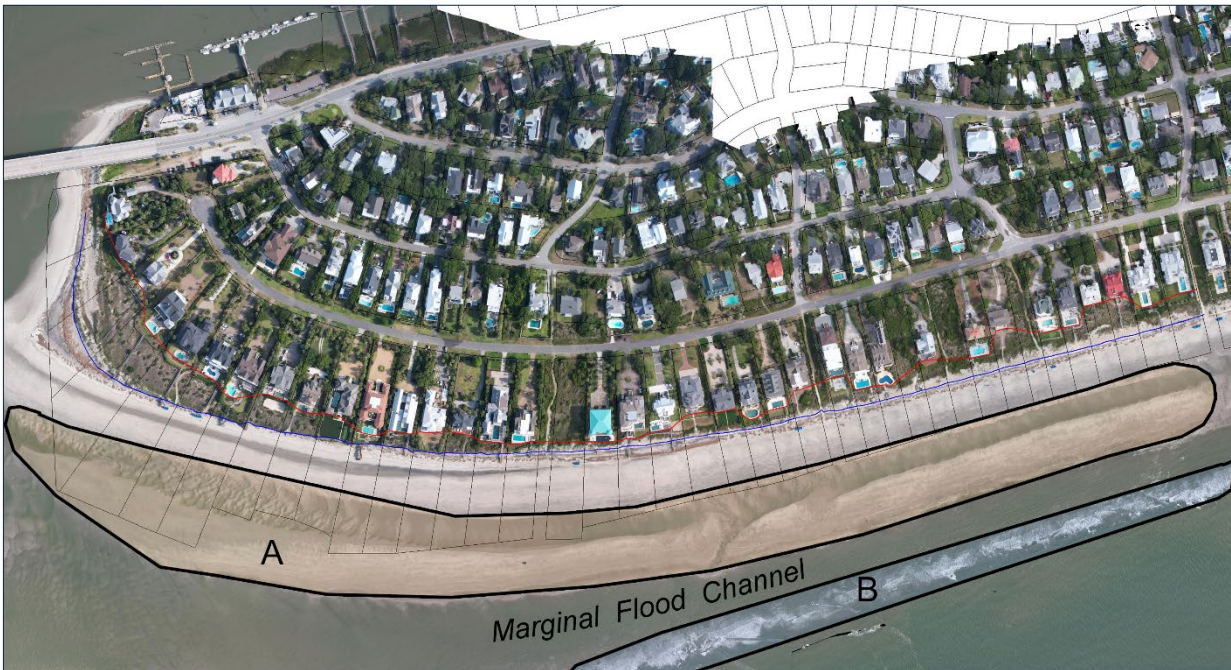


FIGURE 1. June 12, 2023 image of the Breach Inlet area. The blue line shows the escarpment at the time of the photo. The red line indicates the location of structures that OCRM will reference when establishing emergency conditions.

TABLE 1. Distances from the observed escarpment or high-water swash line to habitable structures or pools.

Ocean Blvd Address	Distance from Escarpment Line as of June 12, 2023	Ocean Blvd Address	Distance from Escarpment Line as of June 12, 2023
100	60	206	33
102	94	208	67
104	189	210	61
106	186	212	27
108	124	214	39
110	106	216	78
112	65	300	97
114	92	302	48
116	65	304	37
118	65	306	N/A
120	26	308	82
122	43	310	N/A
124	N/A	312	52
126	56	314	111
128	55	400	72
130	32	402	72
132	28	404	116
200	N/A	406	115
202	21	408	69
204	21	410	78



FIGURE 2. Breach Inlet following Hurricane *Irma* (top) and post-*Irma* dune restoration (bottom) in September-October 2017.



FIGURE 3. Breach Inlet area in August 2018, ~10 months following dune restoration.



FIGURE 4. Breach Inlet area in December 2019, two years after dune restoration. Note the dune has eroded along most of the area shown in the left image, south of Beach Access #2.



FIGURE 5. Breach Inlet area in May 2020 (top) and July 2021 (bottom) showing significant accretion of a dry-sand beach and natural dune growth.



FIGURE 6. Breach Inlet area in August 2022 showing continued dune growth and revegetation of the dune area.



FIGURE 7. Breach Inlet area on 7 June 2023 showing erosion of the dune area and a substantial accumulation of marsh grass (indicating recent extreme tide events).

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

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.

City of Isle of Palms
Sea Level Adaptation Plan
June 7, 2023

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				



**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

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

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

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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 (130,000m³) 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



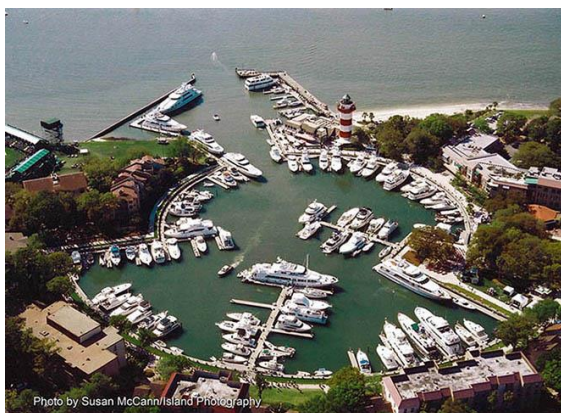
TAB 3. DREDGING EXPERIENCE

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.

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



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.



SERVICES RENDERED

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

PROJECT SUMMARY

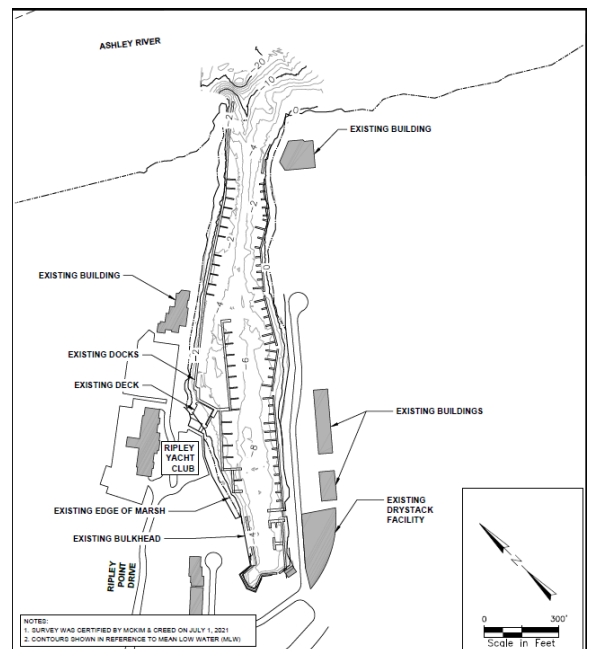
ATM has been engaged at the Ripley Light Yacht Club in Charleston for a number of years. We performed a variety of marina planning, permitting, and grant application services for the former and current owners.

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.





SERVICES RENDERED

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

PROJECT SUMMARY

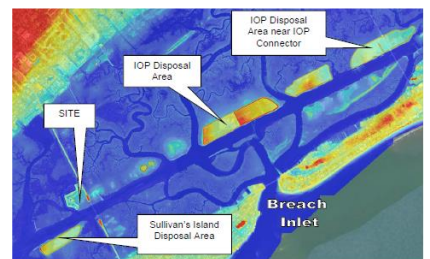
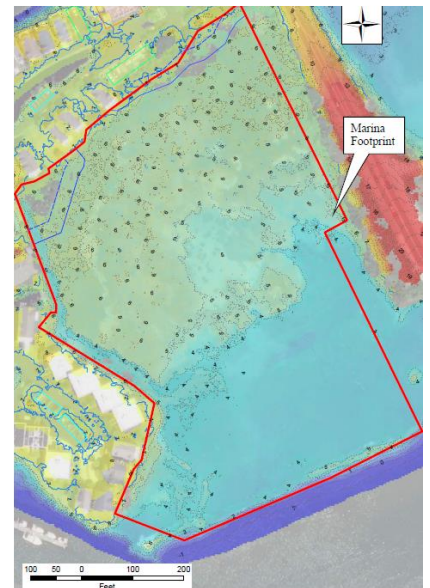
ATM was commissioned by a private developer to lend technical insight into a proposed marina development program on the Intracoastal Waterway in Mount Pleasant, South Carolina. The proposed marina plan included a significant amount of required dredging activity, including potential impacts to sensitive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





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:

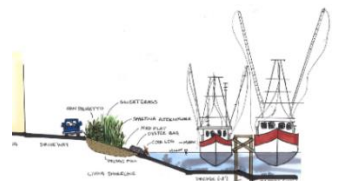
- Engagement and coordination with project stakeholders.
- Evaluation of surveys and other documentation to assess sedimentation.
- Numerical modeling of proposed Crab Bank design. Development of new design alternatives to minimize sedimentation and required maintenance dredging in the area.
- Construction 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:

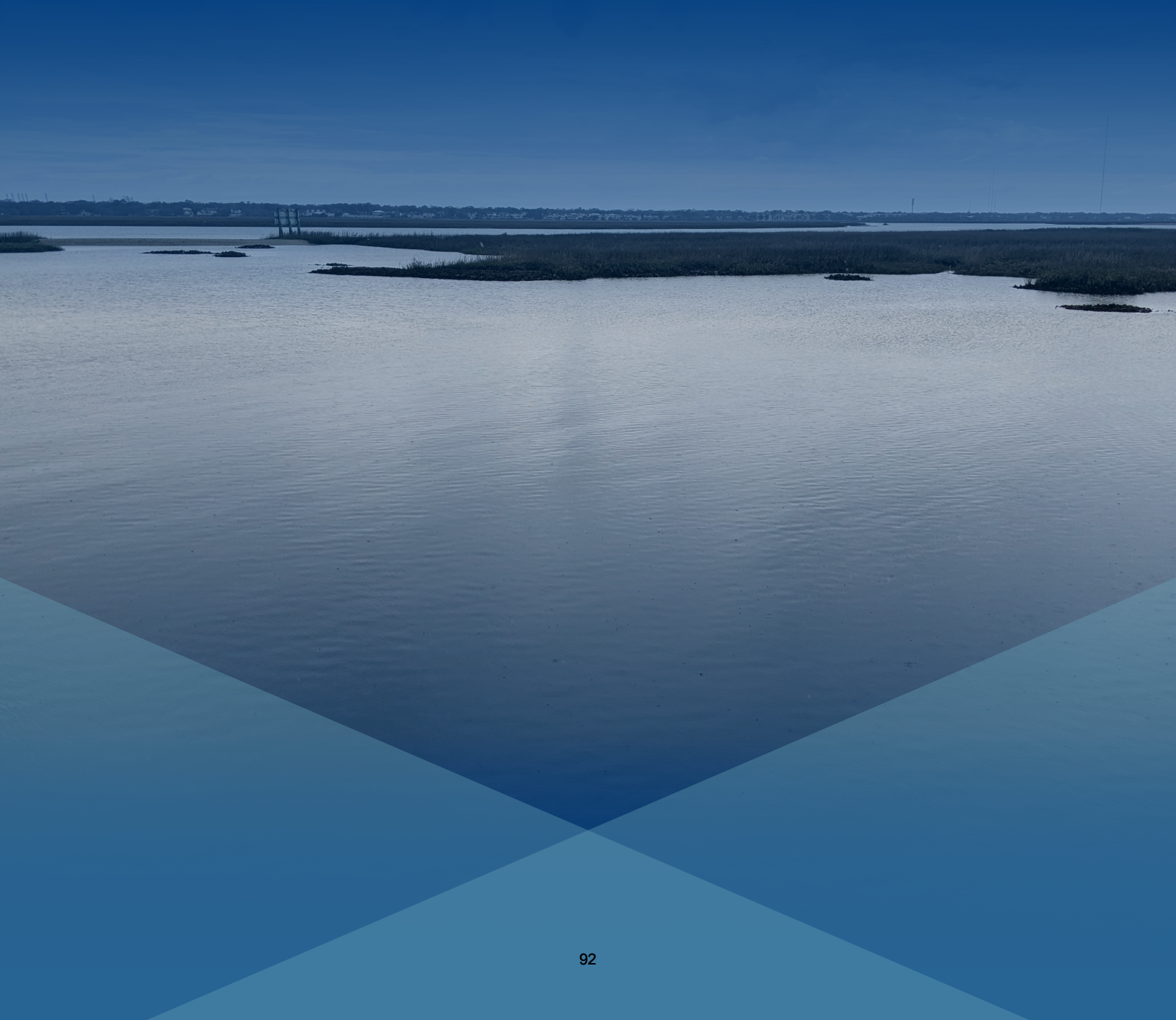
Task #	Professional Fee Summary	Cost
Task 1	Local Engagement and Coordination	\$3,500
Task 2	Dredge Disposal Alternatives Analysis	\$13,500
Task 3	Preliminary Design and Sediment Testing Coordination	\$27,500
Task 4	Regulatory Permit Application Development	\$9,500
Task 5	Regulatory Permit Application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

- 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

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engineers, scientists
and innovators.



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
Firefighter Vest	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
Stratis Plate	Stratis III+ Enhanced 10X12 Multi-Curved Plate 15 Year warranty STR-9260	32	500.00	16,000.00T
Freight	Estimated Shipping	16	20.00	320.00

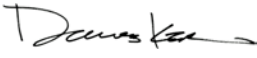
SUBTOTAL	25,184.00
TAX	2,237.76
TOTAL	\$27,421.76

Accepted By

Accepted Date

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 25th 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

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

Estimate Date : June 05, 2023
Expiry Date : August 05, 2023
Reference# : PN4665
Sales person : Charlie Sullivan

Subject :
18-inch WAPRO WaStop Inline Check Valves

Accepted By Accepted Date

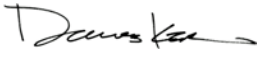
#	Model	Qty	Rate	Tax %	Amount
1	WS440-S3-316 WaStop Inline check valve NPS 18 AISI 316 std - INCLUDES STANDARD MOUNTING BRACKETS - FASTENING HARDWARE NOT INCLUDED - REFER TO ATTACHED DRAWING	4	8,078.00	9.00	32,312.00
2	Freight cost STANDARD GROUND FREIGHT	1	300.00	-	300.00
Items in Total 5			Sub Total		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
			Total		\$35,520.08

Notes

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

MEMORANDUM

TO: Desirée Fragoso, City Administrator

FROM: Douglas Kerr, Deputy City Administrator 

C: Robert Asero, Assistant Director of Public Works

RE: purchase of replacement Chevrolet work truck to tow Jet Vac

DATE: June 21, 2023

Pursuant to Section 1-10-4(7) of the City's Purchasing Procedures, an expenditure may be made without competitive procurement when goods and services purchased through a state contract awarded by the purchasing division of the State of South Carolina, or when an item that is equivalent or superior to a state contract item is purchased at a price equal to or less than the state contract price.

This memo is written to document the fact that Alan Jay Fleet Sales has a statewide term contract with the SC Division of Procurement Services for the sale of Chevrolet trucks and they have provided a quote from that contract to purchase a Public Works truck in the amount of \$74,765 (see attachment 1). However, Alan Jay cannot get the truck in stock for six to eight months.

The City has acquired an additional quote from Daniels Chevrolet in Swainsboro Georgia for the identical truck for an amount of \$72,746.22 (see attachment 2) and the truck is currently in stock.

This purchase is included in the Public Works Capital Outlay portion of the FY24 budget to be paid with Hospitality Tax (see 35-4620.5085). The budgeted amount is \$65,000 and therefore this purchase would be \$7,746.22 over budget.

6-8 Months



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 45775-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/20/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
6/20/2023

REQUESTING AGENCY	ISLE OF PALMS, CITY OF (SC)			
CONTACT PERSON	DOUGLAS KERR	EMAIL	DKERR@IOP.NET	
PHONE	843-886-6428	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

MODEL	CK30943	MSRP	\$63,818.00
2024 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck			
CUSTOMER ID		GOVERNMENT PRICE	\$63,689.00
BED LENGTH	8'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

LSP	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00
MGM	Transmission, Allison 10-speed automatic	\$0.00
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
SN5	Rear Camera Kit	\$0.00
9J4	Bumper, rear, delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BHP	Winter Grille Cover	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass	\$0.00
FE9	Emissions, Federal requirements	\$0.00
FPP	DPF, diesel particulate filter, manual regeneration	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$0.00
JGT	GVWR, 12,250 lbs. (5557 kg) with single rear wheels	\$0.00
JL1	Trailer brake controller, integrated	\$0.00
K05	Engine block heater	\$0.00
K34	Cruise control, electronic	\$0.00
K40	Exhaust brake	\$0.00
KI4	Power outlet, interior, 120-volt	\$0.00
KW5	Alternator, 220 amps	\$0.00
NQH	Transfer case, two-speed active	\$0.00
NZZ	Skid Plates	\$0.00
PYT	Wheels, 18" (45.7 cm) painted steel	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall	\$0.00
SFW	Back-up alarm calibration	\$0.00
SRW	Single Rear Wheels	\$0.00
VK3	License plate kit, front	\$0.00
VQO	LPO, Black work step	\$0.00
ZLQ	WT Fleet Convenience Package	\$0.00
ZW9	Pickup bed, delete	\$0.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall	\$0.00
---	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr	\$0.00
---	Capped Fuel Fill	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$2,500.00)

ALAN JAY

FLEET SALES

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #:4400029875

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI		(\$2,500.00)
GS 06202023-R	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE		\$636.00
			\$12,940.00
		AFTERMARKET OPTIONS	\$13,576.00

TRADE IN

TOTAL COST

\$74,765.00

YES WE TAKE TRADE INS *** ASK ABOUT MUNICIPAL FINANCING ***

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$74,765.00

Estimated Annual payments for 60 months paid in advance: \$16,744.28

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

6/13/23, 4:32 PM

Worksheet 17 F-250

Daniels Chevrolet Buick GMCSwainsboro
GeorgiaDate: 06/13/2023 4:32 PM
Salesperson: Brooke Stovall JOSEPH POWERS
Manager: Lee Stewart**FOR INTERNAL USE ONLY**

CUSTOMER City Of Isle Of Palms Home Phone: _____

Address: ISLE OF PALMS, SC 29451 Work Phone: _____
CHARLESTON

E-Mail: lsharpe@lop.net Cell Phone: (843) 304-7761

VEHICLE

Stock #: 258214 New / Used: New VIN: 1GC4YSEY8PF258214 Mileage: 197

Vehicle: 2023 Chevrolet Silverado 3500HD Color: SUMMIT WHITE

Type: Work Truck 4x4 CK30943

TRADE IN

Payoff: _____ VIN: _____ Mileage: _____

Vehicle: _____ Color: _____

Type: _____

Selling Price	64,120.00
Rebate	4,700.00
Adjusted Price	59,420.00
SERVICE BODY	13,326.22
Total Purchase	72,746.22
Trade Allowance	
Trade Difference	
IMF	.00
Trade Payoff	
Cash Deposit	
Balance	72,746.22

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

ATTACHMENT 2

June 14, 2023

Memo to Isle of Palms City Council

RE: Marker 116, LLC Lease Requirement – CPA Certification of Gross Sales

The City's lease with Marker 116, LLC requires an annual statement of Gross Sales for each Lease Year. That statement was received by the City. The Lease also states that the statement of Gross Sales shall be certified as correct by a CPA.

To satisfy the CPA certification requirement, Marker 116 proposes to engage Elliott Davis to perform the Agreed Upon Procedures (AUPs) as described in the example attached. Elliott Davis would report on the findings from these AUPs in a report to Council, but the proposed report specifically states that they do not express an opinion or conclusion about Gross Sales. It is important to note that the work described in the Elliott Davis example has not yet been performed.

City staff reached out to Chris Kerr from Veris (the City's independent auditor) and Bryan Kitz from Haynsworth Sinkler Boyd (the City's real estate attorney) for guidance on whether the procedures Elliott Davis proposes, and the accompanying proposed Auditor's Report would be sufficient to satisfy the lease requirement. They both agree that the AUPs and report are sufficient to satisfy the spirit, if not the letter, of the lease requirement.

Staff is seeking City Council's approval to accept the AUP report, as outlined in the Elliott Davis example, to satisfy the lease requirement for CPA certification of Gross Sales. If the report contains findings that indicate Gross Sales have not been correctly reported, the City would take additional action.

Section 3.02(c) of the Lease between the City of Isle of Palms and Marker 116, LLC reads

(c) No later than the twenty-five (25) days after the end of each month during the Term, Tenant shall provide Landlord a copy of the ST-3 State Sales and Use Tax Return filed with the South Carolina Department of Revenue evidencing Tenant's Gross Sales at the Premises for the preceding month and shall pay to Landlord the amount due as Percentage Rent for such preceding month. Within sixty (60) days after the end of each Lease Year or partial Lease Year, Tenant shall provide Landlord a statement showing the Gross Sales for each such Lease Year. If such statement shows an amount owing by Tenant that is less than the Percentage Rent paid by Tenant for the Lease Year, the excess shall be held by Landlord and credited against the next payment of Percentage Rent; however, if the Term has ended and Tenant was not in default at its end, Landlord shall refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the Percentage Rent previously paid by Tenant for such Lease Year, Tenant shall pay the deficiency to Landlord within thirty (30) days after the delivery of such statement. Each statement of Gross Sales furnished by Tenant shall be certified as correct by a certified public accountant licensed in the State (and shall show the computations of Gross Sales for Tenant and each of its Subtenants separately).

Marker 116, LLC

Independent Accountant's Report On Applying Agreed-Upon Procedures

Example

**Independent Accountant's Report
on Applying Agreed-Upon Procedures**

To the Members of Marker 116, LLC
and the City of Isle of Palms
Isle of Palms, South Carolina

We have performed the procedures enumerated below with respect to Marker 116, LLC's (the "Company's") Gross Sales reported on the ST-3 State Sales and Use Tax Return and provided to the City of Isle of Palms for the year ended December 31, 2022. The Company's members are responsible for the reporting of these sales.

The Members of Marker 116, LLC have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in understanding the Company's Gross Sales for the year ended December 31, 2022. Additionally, the Members and the City of Isle Palms have agreed to and acknowledged that the procedures performed are appropriate for their purposes. The report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report, and as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and associated findings are as follows:

1. We obtained a copy of the month end sales report for each calendar month of 2022 directly from the point-of-sale system and noted the gross sales for each month.

We noted no exceptions in obtaining these monthly reports.

2. For one month per quarter (4 months total), we traced a sample of 10 days of sales for each month (40 days total) to the deposit per the bank account for that day.

We noted no exceptions as a result of this comparison.

3. We agreed the total sales from the point-of-sale system for each month of 2022 to the monthly ST-3 State Sales and Use Tax Returns reported by the Company.

We noted no exceptions as a result of this comparison.

4. We agreed the total of the monthly sales per the ST-3 State Sales and Use Tax Returns for each of the months in 2022 to the total gross sales reported to the City of Isle of Palms for 2022.

We noted no exceptions as a result of this comparison.

We were engaged by the Members of Marker 116, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not

engaged to and did not conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Company's Gross Sales reported to the City of Isle of Palms for the year ended December 31, 2022. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Marker 116, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Members of Marker 116, LLC, and the City of Isle of Palms and is not intended to be and should not be used by anyone other than these specified parties.

Charleston, South Carolina
April __, 2023



**Planning Commission Meeting
4:30pm, Wednesday, June 14, 2023
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Sue Nagelski, Ron Denton, David Cohen, Jeffrey Rubin, Marty Brown

Absent: Sandy Stone, Tim Ahmuty

Staff present: Director Kerr, Zoning Administrator Simms

2. Approval of minutes

Mr. Brown asked for his suggestion that homeowners with short-term rental licenses be allowed to rent single rooms be added to the discussion about short-term rentals in the minutes.

Mr. Cohen made a motion to approve the minutes as amended of the May 10, 2023 regular meeting. Ms. Nagelski seconded the motion. The motion passed unanimously.

3. New Business -- none

4. Old Business

A. Discussion of task from City Council regarding short-term rentals

Director Kerr reviewed the four items the Commissioners reached consensus on at the May meeting: reducing the occupancy of new, substantially reconstructed, and rentals with lapsed licenses to 8; requiring a 2-3 minimum night stay; requiring all short-term rental advertisements to include their license number; and allowing homeowners to rent out a single room in a single-family residence.

Commissioners discussed the minimum night stay recommendation, some wondering if that requirement would be effective in limiting the large parties that take place. Director Kerr said previous restrictions on short-term rentals enacted by City Council do have an effect despite any challenges there may be to their enforcement.

Director Kerr suggested requiring minimum two-night stays in all short-term rentals with more than two bedrooms. He also expressed concern that allowing a homeowner to rent out a single bedroom in a single-family home conflicts with the definition of single-family home. Should

City Council support these recommendations, they will return to the Planning Commission for further review.

MOTION: Mr. Brown made a motion to recommend to City Council the four recommendations as discussed in the meeting. Mr. Cohen seconded the motion.

Dr. Rubin expressed concern that the number of founded complaints needed to suspend a short-term rental license is too high. Director Kerr explained the history of that provision and how it would be enforced, should a license ever be threatened by the number of complaints. He said more data and examples of complaints would be needed before a recommendation could be made to City Council. Director Kerr will invite the Livability Officer to the next Planning Commission meeting to further discuss this concern.

VOTE: A vote was taken with all in favor.

B. Comprehensive Plan review updated draft

Director Kerr said more edits to the latest revision of the Comprehensive Plan have been offered since the meeting packet was distributed. A new version will be available in July for review.

C. Update on Sea Level Rise Adaptation Plan

Director Kerr said the recommendation for Council to approve the proposal offered by Seamon & Whiteside for the Sea Level Rise Adaptation Plan was presented to City Council last night. It will be voted on at the June 27 meeting. Should it pass, he anticipates they will begin work in the next month or so.

5. Adjournment

The next meeting of the Planning Commission will be Wednesday, July 12, 2023 at 4:30pm.

Mr. Brown made a motion to adjourn, and Mr. Cohen seconded the motion. The meeting was adjourned at 5:39pm.

Respectfully submitted,

Nicole DeNeane
City Clerk



ENVIRONMENTAL ADVISORY COMMITTEE

4:00pm, Thursday, June 15, 2023

1207 Palm Boulevard, Isle of Palms, SC

and broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Deb Faires, Doug Hatler, Jonathan Knoche, Jordan Burrell, Mary Pringle, Linda Plunkett, Sandra Brotherton, Belvin Olasov, Council Member Bogosian

Staff Present: Administrator Fraogoso, Zoning Administrator Simms,

2. Approval of previous meeting's minutes

Ms. Pringle noted a spelling error to least terns.

MOTION: Ms. Pringle made a motion to approve the amended minutes of the May 11, 2023 meeting, and Dr. Knoche seconded the motion. The amended minutes passed unanimously.

3. Citizen's Comments - none

4. Old Business

A. Water Quality

Dr. Knoche said the Water Quality group is discussing what their next steps will be. DHEC shared ideas on what could be measured in the waters, so they are trying to determine what to measure and focus on and what could or will be done with such measurements. They may visit or speak with General Engineering Lab to get an idea of costs for such measurements. Dr. Plunkett suggested looking for grant monies to cover the costs. Dr. Knoche anticipates that at the July meeting they will have a list of what they want to have sampled, the locations to be sampled, and the costs of such tests.

Dr. Brotherton asked Administrator Fragoso about City ordinances regarding the maintenance and inspection of septic tanks. Administrator Fragoso said that once DHEC approves the placement of a septic tank, there is no follow up on the part of the City. The City does have ordinances that require people to tie into the sewer system based on certain parameters and if the infrastructure exists within a certain distance. Zoning Administrator Simms said that a homeowner is required to have DHEC reinspect their septic system if they expand the size of the house.

Administrator Fragoso said she would speak with IOP Water & Sewer Commission and Thomas & Hutton about speaking to the Committee about the recently completed Master Drainage Plan and cost estimates for sewer system expansion. She shared that the costs to tie into the sewer system are the biggest hurdle to homeowners becoming part of the system.

Mr. Olasov would like to collect information on best practices when it comes to septic systems.

B. Climate Action

Administrator Fragoso said the upcoming renovations to City Hall will include a look into the costs and feasibility of adding solar panels to the building. Mr. Olasov would like to discuss the electrification of the City's fleet at future meetings. Dr. Brotherton would like to see the City's leaf blowers added to that list of what could be electrified. Administrator Fragoso said it would be beneficial to speak with other municipalities who have implemented such measures to learn about their policies and their effectiveness.

Mr. Olasov said he would like to give a presentation on concerns surrounding lawn equipment at the next Committee meeting.

C. Wildlife

Ms. Faires said a recent email from Director Kerr sharing Kiawah Island's use of native plants and grasses very informative. She would like to see information about native plants and grasses be made available to island residents to encourage their use. Administrator Fragoso said she would speak to the Recreation Department about identifying opportunities to enhance their landscaping with native vegetation and to create workshop options about such landscaping. She suggested that could be a potential offering in the fall. Ms. Burrell suggested there may be some vendors who sell such plants that may want to be a part of the Farmer's Market. Ms. Faires said she would speak with Mr. Olasov about who might be interested in being part of the Farmer's Market.

Ms. Pringle reported that the heavy rains on Memorial Day weekend destroyed the least terns' nesting site on the island. She also shared there are currently 21 turtle nests compared to 25 at this time last year. Holes on the beach are still being called into her, but she thanked the Code Enforcement Officer who is working on this issue, educating the BSOs about enforcing it, and also enforcing the light ordinance.

Dr. Knoche mentioned the erosion at Breach Inlet. Administrator Fragoso shared that Coastal Science Engineering made a presentation to City Council earlier in the week about the conditions and options to restore the area.

D. Litter

Dr. Brotherton shared that while the Fill-A-Bag program may be worth considering for 25th, 34A, and 55th avenues beach accesses, it will need to be a resident-driven program as the City does not have the manpower to maintain the program.

Dr. Brotherton asked Ms. Faires how likely it would be the rental companies would encourage short-term renters to participate in the glass recycling program. Ms. Faires said it would be helpful to provide information about glass recycling to each rental company who might share it with their renters. Dr. Brotherton suggested that the City's PR Coordinator might help develop the information to be shared. Administrator Fragoso suggested contacting the IOP Chamber of Commerce to share these ideas as well.

E. Update on Sea Level Rise Adaptation RFP

Administrator Fragoso said the Planning Commission made a recommendation to City Council to approve the plan submitted by Seamon & Whiteside for the Sea Level Rise Adaptation Plan. City Council will vote on it at their June 27 meeting and the contract will be executed after the vote.

5. New Business -- none

6. Miscellaneous Business

7. Adjournment

The next meeting of the Environmental Advisory Committee will be Thursday, July 13, 2023 at 4pm.

Mr. Hatler made a motion to adjourn, and Ms. Burrell seconded the motion. The meeting was adjourned at 5:04pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

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:

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).

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 noise 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

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

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 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.
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.
3. In determining whether a sound is excessive noise for purposes of this section, factors to be considered include, but are not limited to:
 - a. The volume of the noise;
 - b. The intensity of the noise;
 - c. Whether the origin of the noise is natural or unnatural;
 - d. The proximity of the noise to residential sleeping facilities;
 - e. The nature and zoning of the area within which the noise emanates;
 - f. The time of the day or night the noise occurs;
 - g. The duration of the noise; and
 - 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.

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 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 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 2023-09

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 2020,¹ 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.

¹ 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.

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.

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

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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;

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CITY OF ISLE OF PALMS, SOUTH CAROLINA

Name: Desirée Fragoso
Title: City Administrator

ATTEST:

Name: Nicole DeNeane
Title: City Clerk

CHAPTER 8. ELECTIONS

Sec. 1-8-1. Terms of office.

The Mayor and Councilmembers shall be elected for a term of four (4) years, commencing on the first Tuesday in January next following the general election.

Sec. 1-8-2. Method of election.

The Mayor and Councilmembers shall be elected from the City at large, on a staggered-term basis.

Sec. 1-8-3. Nonpartisan elections; procedure.

- (a) All regular and special elections for the offices of Mayor and Councilmembers shall be nonpartisan general elections pursuant to State law.
- (b) Filing of statement of candidacy.
 - (1) Statements of candidacy for the offices of Mayor or Councilmember in a general election shall be filed ~~with the Charleston County Board of Elections and Voter Registration~~ at City Hall, together with a three hundred dollar (\$300.00) filing fee for the office of Mayor or a one hundred dollar (\$100.00) filing fee for the office of Councilmember, not later than sixty (60) days prior to the election. The Charleston County Board of Elections and Voter Registration shall verify the information in the statements and shall place the name of the candidate on the ballot.
 - (2) For special elections, the candidate shall file a statement of candidacy ~~with the Charleston County Board of Elections and Voter Registration~~ at City Hall, together with a three hundred dollar (\$300.00) filing fee for the office of Mayor or a one hundred dollar (\$100.00) filing fee for the office of Councilmember, not later than twelve o'clock (12:00) noon, forty-five (45) days prior to the election. The Charleston County Board of Elections and Voter Registration shall verify the information in the statements and shall place the name of the candidate on the ballot.
 - (3) Any person declaring candidacy under this section who cannot afford the required filing fee and so declares himself or herself to be an indigent shall file a written appeal for relief at City Hall ~~with the Charleston County Board of Elections and Voter Registration~~, not later than sixty (60) days prior to the election.
- (c) A second election shall be conducted two (2) weeks after the first election between one (1) more than the number of candidates necessary to fill offices for which no candidates received a majority of the votes case and the second election shall be between the candidates receiving the largest number of votes in the first election. The candidates receiving the highest number of votes cast in the second election in number equal to the number of offices to be filled shall be declared elected.
- (d) No political party affiliation shall be placed on any ballot for any candidate.

Sec. 1-8-4. Time of elections; notice.

- (a) Elections for City officials (the Mayor and Councilmembers) shall be held on the first Tuesday following the first Monday of November of odd-numbered years.

- (b) The Council shall give public notice of a general City election at least ninety (90) days prior to the date of the election.
- (c) The Council shall give public notice of a special City election at least seventy-five (75) days prior to the date of the election.

Sec. 1-8-5. Time of taking office; contested elections.

- (a) Newly elected officers may be qualified at any time after final certification of the election results and prior to being seated on the Council.
- (b) If the results of the election are contested, the incumbent who fills that contested office shall hold over until the contest is finally determined.

Sec. 1-8-6. Vacancy in office.

To fill a vacant elected office, an election shall be held in accordance with State law.

ORDINANCE 2023-11

AN ORDINANCE AMENDING TITLE 1, GOVERNMENT AND ADMINISTRATION, CHAPTER 8, ELECTIONS, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES TO CHANGE THE LOCATION FOR FILING STATEMENTS OF CANDIDACY.

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

SECTION 1. That Section 1-8-3, “Nonpartisan elections; procedure,” is hereby amended by deleting Paragraphs (b) and (c) in their entirety and replacing them with new Paragraphs (b) and (c) to state as follows:

“(b) Filing of statement of candidacy.

(1) Statements of candidacy for the offices of Mayor or Councilmember in a general election shall be filed at City Hall, together with a three hundred dollar (\$300.00) filing fee for the office of Mayor or a one hundred dollar (\$100.00) filing fee for the office of Councilmember, not later than sixty (60) days prior to the election. The Charleston County Board of Elections and Voter Registration shall verify the information in the statements and shall place the name of the candidate on the ballot.

(2) For special elections, the candidate shall file a statement of candidacy at City Hall, together with a three hundred dollar (\$300.00) filing fee for the office of Mayor or a one hundred dollar (\$100.00) filing fee for the office of Councilmember, not later than twelve o'clock (12:00) noon, forty-five (45) days prior to the election. The Charleston County Board of Elections and Voter Registration shall verify the information in the statements and shall place the name of the candidate on the ballot.

(3) Any person declaring candidacy under this section who cannot afford the required filing fee and so declares himself or herself to be an indigent shall file a written appeal for relief at City Hall, not later than sixty (60) days prior to the election.

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

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

Ordinance.

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

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

Phillip Pounds, Mayor

(Seal)
Attest:

Nicole DeNeane, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____