Public Services & Facilities Committee
9:00 a.m., Monday, April 6, 2026
1207 Palm Boulevard
City Hall Council Chambers

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

Agenda

1. **Call to order** and acknowledgment that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act.

2. **Citizens' Comments –** All comments have a time limit of three (3) minutes.

3. **Approval of previous meeting's minutes –** March 3, 2026 (p2)

4. **Marina Tenants' Comments**

5. **Presentations – none**

6. **Old Business**

   a. Discussion of beach nourishment related topics:
      i. Escrow agreement with Wild Dunes Community Association (p6)
      ii. Easements
   b. Update and discussion of Waterway Boulevard project
   c. Update and discussion of marina parking lot lease amendments (p31)
   d. Review and consider proposal from Cline Engineering for $69,500 to develop plans, acquire permits and manage construction of the marina parking lot redevelopment (p39)
   e. Review and consider Change Order from ATM for $10,000 additional services related to marina dredging and $5,000 for bathometric survey (p48)

7. **New Business**

   a. Review of planned Charleston County TST projects (p51)
   b. Review and consider surfing lesson application- Carolina Salt Surf Lessons (p68)
   c. Review of IT services and expenses (p73)

8. **Miscellaneous Business**

9. **Adjournment**

Public Services & Facilities Committee Meeting
9:00am, Tuesday, March 3, 2026
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, Pierce, and Streetman

   Staff Present: Administrator Kerr, Deputy Administrator Kuester, Director Pitts, Asst. Director Asero, Director Ferrell, Director Hamilton

2. **Citizen's Comments – none**

3. **Approval of Previous Meeting's Minutes** – February 9, 2026

MOTION: Council Member Streetman made a motion to approve the minutes. Council Member Miars seconded the motion. The motion passed unanimously.

MOTION: Council Member Miars made a motion to reorder the agenda to allow for the discussion with about the marina parking lot to be first on the agenda. Council Member Pierce seconded the motion. The motion passed unanimously.

4. **Marina Tenant's Comments** – none

5. **Presentations** – none

6. **Old Business**

A. **Update and discussion of marina parking lot lease amendments**

Mr. Dave Lorenz with Islander 71 was present for this discussion. Committee members and Mr. Lorenz discussed the City relieving the restaurant of paying their rent overages in 2026 and 2027 in exchange for them paying for the marina parking lot improvements and managing the project. Islander 71 would then be responsible for the parking lot maintenance for the remainder of the lease. Some light landscaping would be expected in the City's greenspace area.

Administrator Kerr said those rent overages are included as revenues in the budget.

Mr. Lorenz also asked if the lease amendments could change the payment of the overage to March 2 instead of January 2 to give them time to verify their accounting. The lease amendments will be discussed at the April meeting.

DRAFT

MOTION: Council Member Miars made a motion to recommend to City Council that rent overages from Islander 71 for the upcoming two calendar years be removed and the $500,000 budget line item for the parking lot improvements be removed from the budget. Council Member Pierce seconded the motion. The motion passed unanimously.

B. **Update and discussion of Waterway Boulevard project**

Administrator Kerr said they have received a work schedule from the Bastion Group who is currently locating utilities and will begin removing silt fencing soon. The project is expected to be completed at the beginning of July. They have been asked to work on the most traffic-disruptive pieces of the project early in their work schedule.

Easement acquisition for Phase 3 of the project continues. Administrator Kerr said that phase of work involves the backyards of 5-6 homeowners and will not be in the multi-use path.

C. **Update and discussion of beach projects**

Administrator Kerr reported that five contractors attended the pre-bid meeting for the renourishment project. He said there was a good indication of favorable pricing due to openings in contractor work schedules. Permits have not been received yet. Bids are due on March 18, with hopes to have everything aligned for City Council to award a contract at their April meeting.

Council Member Pierce asked what work will be done to clean up the areas of beach littered with clay balls. He would like to have an independent group assess the damage. Administrator Kerr said someone would need to engage to do that work if it is the will of City Council.

Administrator Kerr said he is waiting on a cleanup plan from USACE. Both Ahtna and Cottrell are stopping operations and leaving the island. More information will be available at next week's Council meeting.

D. **Update and discussion of escrow agreement with Wild Dunes Community Association**

Mr. David Swanson with Haynsworth Sinkler Boyd joined the meeting via Zoom to discuss the changes to the agreement submitted by Council Member Pierce.

E. **Update and discussion of beach renourishment easements**

Administrator Kerr shared a timeline of events prior to City Council's consideration of awarding a contract for the beach renourishment project at their April 28 meeting. Addresses for property owners from which easements are needed will be mailed information on March 16. There will be a meeting to discuss the easements on April 2 at the Recreation Center. The deadline to return easements will be April 22. He has received one firm "no" to the easement request so far.

F. **Update and discussion of marina dredging**

Administrator Kerr reviewed the costs of the marina dredging project with the Committee. If the City does their portion of the project on their own, the project will cost the City $535,000.

Waiting until the marina residents are ready will cost a total of $2 million. The City has a $1.5 million grant from the State to complete the project. Administrator Kerr said that the marina residents' portion of the project has its own hurdles, and the City will not be creating complications for them should they opt to complete their portion of the project now.

The City has permits in hand and only needs USACE approval to use their spoil site. Administrator Kerr will ask ATM if more material could be dredged using the leftover money from the grant. He will also ask Director Hamilton to research if the City can use the leftover grant money for another project.

MOTION: Council Member Pierce made a motion to recommend to City Council that the City move forward with their portion of the dredging project. Council Member Streetman seconded the motion. The motion passed unanimously.

7. **New Business**

A. **Review and consideration of surfing lesson applications and locations**

Administrator Kerr shared the requested locations for each of the applicants: IOP Surf Lessons (26th Avenue), Salt Marsh Surf (21st Avenue), Share the Stoke (34A beach access), and Sol Surfers Surf Camp (27th Avenue).

MOTION: Council Member Miars made a motion to recommend to City Council the approval of all four applications for surfing lessons. Council Member Pierce seconded the motion. The motion passed unanimously.

B. **Discuss IT services and providers**

Council Member Pierce would like a schedule of telecom and internet expenses for the April meeting. He said these services should be going out for bid regularly.

Administrator Kerr said that VC3's contract is up at the end of 2026. They have begun reaching out to other local municipalities for recommendations.

C. **Review and consider FY27 Operational Budgets for Public Works Department, Recreation Department, Drainage, Front Beach, Beach and Marina**

Director Hamilton said she has included Evergreen's wage increases in the proposed budget as well as the COLA and merit increases due on 1/1/2027.

Council Member Pierce would like to see last year's 2027 projections compared to what is on the information provided. He believes them to be drastically different. He expressed concern about not having a plan to cover increased costs.

Administrator Kerr said staff will present a list of proposed cost cuts and revenue generators at the budget workshop.

Director Hamilton reviewed notable increases and decreases in the FY27 budget including a 13% price increase expected from Dominion Energy. The overall forecast for the Public Works

budget shows an increase of $200,000. The Recreation Department budget notes payroll and electricity increases as well as other minimal increases.

Director Hamiliton also pointed out the increased amount to building maintenance fund for the Recreation Department since it is a 20 year-old building.

Director Ferrell took out the roof repair request from the capital budget requests. She found someone to make repairs for $9,000 that will give 3-5 years more life to the current roof.

Director Hamilton said she will add the marina dredging project back into the budget and ask about additional uses for the grant.

9. **Miscellaneous Business**

The next regular meeting of the Public Services & Facilities Committee will be Monday, April 6, 2026 at 9am.

10. **Adjournment**

Council Member Streetman made a motion to adjourn and Council Member Miars seconded the motion. The meeting was adjourned at 10:45am.

Respectfully submitted,
Nicole DeNeane
City Clerk

STATE OF SOUTH CAROLINA	)	AGREEMENT RELATED TO BEACH
	)	RESTORATION ACTIVITIES FOR
COUNTY OF CHARLESTON	)	IOP NORTH END OF ISLAND

This AGREEMENT ("Agreement") is made and entered into this ____ day of March 2026 by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (the "City") and the Wild Dunes Community Association, Inc. (the "Association"), a South Carolina nonprofit corporation, collectively referred to as "the Parties."

WHEREAS, the City completed large-scale beach renourishment projects in 2008 and 2018 as well as subsequent erosion mitigation activities to address the severe beach erosion caused primarily by the natural processes of major storms (Matthew (2016) and Irma (2017)), and a shoal attachment (2025) at the northeastern end of the Isle of Palms (the "Island") – in each case with significant funds provided by the Association and its constituents; and

WHEREAS, despite these efforts, severe erosion has continued in certain localized hotspot erosional areas due to the ongoing natural processes and dynamic inlet conditions on the north and south ends of the Island; and

WHEREAS, the added impacts of severe beach erosion from Hurricanes Dorian in 2019, Hanna in 2020, and Erin in 2025, and sea level rise have resulted in public and private emergencies which affect the health and safety of the public and private property owners in the affected areas, as well as access for the public to the eroded beach areas; and

WHEREAS, it has been determined and agreed to by all parties that the best course of action presently available to address these emergencies is an offshore dredging project to pump beach-compatible sand from the floor of the Atlantic Ocean to the eroded beach areas (the "Restoration Project"); and

WHEREAS, the Association and its members collectively have valuable real property interests that are or are expected to be subjected to imminent peril as a result of the erosion caused by the process of the shoal attachment on the northern end of the Island, and the impacts of recent hurricanes;

WHEREAS, the Association desires that the City undertake the Restoration Project and is willing to assist the City in the performance of the Project, is willing to actively assist with obtaining temporary easements for the City and its contractors if necessary for the Project, and is willing to provide financial support for the Restoration Project; and

WHEREAS, the City derives a public benefit from the private property and public beaches in the affected areas through the generation of real property taxes, accommodation and hospitality fees, the public's use and enjoyment of the beaches, and the preservation of the City's and the State of South Carolina's tourism industry; and

WHEREAS, the City desires to protect the health and safety of the public by trying to prevent infrastructure, sewer, and construction debris from being swept into the waters surrounding the City; and

WHEREAS, as two conditions to the issuance of any state or federal permitting for the Restoration Project are that all sandbags, previously placed in the affected areas must be removed by the person or entity who placed them, prior to the project's start, and all non-beach-compatible sand contained in any such bags must be removed from the beach and disposed of in a proper manner; and

WHEREAS, the City has funded and coordinated the work necessary for the issuance of the appropriate state and federal agency permits (the "Permits") to conduct the Restoration Project, and issuance of the Permits should occur soon.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises of the Parties hereto set forth in this Agreement, the Parties agree as follows:

1. CITY'S WORK.

   A. For purposes of this Agreement, the "City's Work" is defined as all activities allowed or required by the Permits for the Restoration Project within the vicinity of the beach within Reaches One and Two as depicted in Coastal Science Engineering ("the Engineer") plans dated February 18 2026 (the "Plans") and attached herein as Exhibit 1, except as otherwise stated in this Agreement, including, but not limited to, off-shore dredging activities, consultants, construction administration, all monitoring required by the Permits, all sand tilling required by the Permits, depositing dredged sand, and sea turtle protection and monitoring activities required by the Permits.

   B. For purposes of this Agreement, the City's Work does not include any work outside of Reaches One and Two. The City is working separately on Reach Three, but that work is excluded from this Agreement and no funds from the Association will be used for any work associated with Reach Three. (See sheet six of the Plans.)

   C. For purposes of this Agreement, the City's Work does not include the removal of sandbags placed by the City and some of the Association's members. This removal must happen as a condition of prior Emergency Orders issued to the City and because this condition predates this agreement, no funds from the Association will be used for the removal of sandbags**.**

   D. The City's Work does not include any inspections, engineering, repairs, or other costs regarding the condition, safety, or structural integrity of any building, either before, during, or after completion of the City's Work.

   E. The City's Work does not include the removal or disposal of any building debris, including, but not limited to, concrete, wood, glass, sheetrock, or pipes, which is located on or near the active beach.

2. ESTIMATED COSTS FOR THE CITY'S WORK.

A. The cost for the City's Work under this Agreement is estimated by the City to be up to Twenty-Two Million and no/100 ($22,000,000.00) Dollars. This is an estimate and the actual amount will fluctuate based on receiving bids on sand placement. The City's Work costs include but are not limited to all fees and costs incurred by City associated with: any additional permitting; dredging; sand placement; engineering; consultants; legal; sand tilling required by the Permits; sea turtle protection and monitoring activities required by the Permits; and all other fees and costs incurred by the City in order to comply with the Permits and complete the City's Work.

B. The City's contribution may be reduced by contributions toward the costs of the City's Work made by any other state, federal or local political subdivision. Such outside contributions would not reduce the Association's Contribution.

C. The City shall not perform or complete the City's Work under the Permits unless and until the balance of the costs for the City's Work has been funded by the City's Contribution, the Association's Contribution, and state / federal sources; provided, however, that if both parties agree in writing, the City may execute a smaller-scale restoration project for less than the estimated cost referenced in Section 4(A) above if required by the Permits or if the City is unable to secure funding for the remaining balance of the costs from the Association, state and/or federal sources. The Association, while not obligated to do so, reserves the right to fund costs in excess of the City's estimate to the extent the City is not willing to pay for such excess costs, so long as the extent of that work conforms to the existing permit.

D. The City agrees to maintain separate accounting records for the City's Work. All records of the City's Work shall be available for inspection by the Association at all reasonable times.

3. COST SHARING.

A. Basis. The basis for the cost sharing between the City and the Association is the percentage of funds generated on the Island from Accommodations Taxes which in part, funds the City's Beach Preservation Fund. This percentage was determined by using the reported gross income for short term rental licenses and business licenses for the 2025 license year, not actual Accommodations Taxes collected. The Parties agree that this percentage in 2025 was 47% from members of the Association and 53% from all other properties outside of the association and the schedule of reported revenues is attached to this Agreement as Exhibit 2.

B. Sharing Percentages. In recognition of these contributions, the City and the Association agree that they will share the costs of the City's Work on a 47% by the City - 53% by

the Association as provided in the attached Exhibit 3. The City will not reduce the north end project size from 1.2 million cubic yards of sand without the Association's' express written consent.

C. Additional Costs. If the City is unable to obtain easements for the Reach 3 (i.e., south end) project, it is agreed that all mobilization costs would be shared as provided in 3.B. The split of mobilization costs will be split based on a pro rata share of placed sand. If the Reach 3 project proceeds, 68% of mobilization and soft costs will be allocated to north end project, based on its share of the total volume of sand placed across all Reaches.

D. City Exclusive Costs. The City will fund 100% of all project costs in Reach 3, located at the southern end of the Island, which is excluded from this Agreement. If the Reach 3 project proceeds, 32% of mobilization and soft costs will be allocated to Reach 3, based on its share of the total volume of sand placed across all Reaches. An example of this calculation is provided herein as Exhibit 3.

E. Change Orders. The City will not execute change orders for the construction project that change the cost or amount of sand placement without prior written approval from the Association.

4. ESCROW DEPOSIT TOWARD COSTS OF THE RESTORATION PROJECT.

A. Association's Contribution. The Association agrees to deposit the full amount of the Association's Contribution in escrow with the City no later than 30 days from the date of receiving bids. TIME IS OF THE ESSENCE. This amount shall be placed in an interest-bearing bank account, and all accrued interest shall be credited to the Association's Contribution.

B. Replenishment of Escrow Account. If at any time both parties agree in writing to expand the scope or scale of the Restoration Project and the amounts dictated by this agreement are insufficient, the City shall provide a written amendment to this Agreement and the Association agrees to replenish the escrow account with enough money to restore the deficit within thirty (30) days from the date of City's written notice (the "Replenishment Deposit"). TIME IS OF THE ESSENCE.

C. Refund upon failure to make Initial Deposit or Replenishment Deposit. If the Association fails to make the initial escrow deposit of the Association's Contribution as set forth in paragraph (A) of this Section or any subsequent Replenishment Deposits as set forth in paragraph (B) of this Section, then the City has the right to terminate the City's Work without further notice and withdraw its application for the Permits or, if issued, surrender or transfer the Permits. In such case, the balance of the escrow deposit, if any, will be refunded to the Association ninety (90) days after all fees and costs already incurred in connection with the City's effort to execute the City's Work pursuant to this Agreement have been satisfied.

5. REFUND OF REMAINING BALANCE UPON COMPLETION OF RESTORATION PROJECT. Substantial Completion shall occur upon Engineer's written confirmation that all beach fill quantities included in the Base Bid and any awarded Alternates have been placed in accordance with the Contract Documents. Final Completion shall occur upon completion of all remaining Work, including final grading, demobilization, close-out documentation, and Owner's formal acceptance of the Work following Engineer's recommendation for final payment for the project. If the City's Work is completed for less than the Cap, then within ninety (90) days of completion, the City will refund any remaining balance of the Association's Contribution after paying the costs of the City's Work.

6. TIME PERIOD FOR COMPLETION OF RESTORATION PROJECT. The time period for completion of the Restoration Project shall be set forth in the Permits or any extensions or amendments thereto. If extensions for the Permits are needed, the City will use best efforts to obtain such extensions. If the City is unable, for any reason whatsoever, to perform or complete the Restoration Project by the expiration date of the Permits or any extensions or amendments thereto, the balance of the Association's Contribution remaining in escrow, if any, will be refunded to the Association ninety (90) days after all fees and costs incurred in connection with the City's effort to execute the City's Work prior to such expiration date have been satisfied, unless otherwise requested in writing by the Association.

7. CONSTRUCTION AND RESTORATION EASEMENTS. The Association agrees to work cooperatively with the City to secure temporary easements from the owners adjacent to and abutting the City's Work area prior to the commencement of the Restoration Project.

8. ADMINISTRATION OF THE CITY'S WORK. The City shall have sole authority and control over the City's Work under the Permits. The City, in consultation with its advisers, will negotiate and enter into all contracts which will delineate the exact scope and detail of the City's Work under the Permits

9. PERMIT APPLICATIONS.

   A. Permits. Necessary Permits have been applied for and are nearing issuance prior to the execution of this Agreement.

   B. Additional Permits. Additional Permits are not anticipated and not addressed herein.

10. ACKNOWLEDGEMENT OF RISKS; RELEASE AND INDEMNIFICATION OF THE CITY.

    A. The Association understands and agrees that, due to the nature of the dynamics of storms, winds, currents and tides of the Atlantic Ocean, and the current severity of the erosion, there is no promise or guarantee from the City or any other person that the City's Work under the Permits will be successful in alleviating or eliminating erosion; continued, severe erosion may continue to occur because of natural causes during and

after the administration of the Restoration Project per the Permits; a substantial portion or all of the sand placed on the beaches as part of the Restoration Project could be washed away by a major storm event or tide; and that the City's Work under the Permits and/or Additional Permits may be delayed, postponed or canceled because of permitting requirements, insufficient funding, acts of God, labor shortages, labor strikes, material shortages, or other factors beyond the reasonable control of City.

B. The Association understands and agrees that any risk to the structural integrity of any building caused by the removal of erosion control measures, including, but not limited to, wave dissipation devices and sandbags, shall be borne by the owner of the affected building. The Association hereby releases the City and its officials, agents, employees, inspectors or advisers from any and all claims against City for property damage caused by the removal of such erosion control measures.

C. The Association hereby releases the City and its officials, agents, employees, inspectors or advisers from any and all claims against City for property damage caused by erosion or the failure of the City's Work under the Permits to alleviate, eliminate or delay the erosion of Association's property. This release does not extend to any claims against the dredging contractor(s), the contractor(s) performing Erosion Mitigation Activities, or the engineer engaged by City in performance of the City's Work under the Permits.

D. The Association, the City, the City's contractor and the City's engineer each will maintain liability insurance for its actions and omissions in an amount equal to the amount stated in the bid documents; i.e., a minimum of $___ million single; $____ million aggregate.

E. The Association hereby agrees to hold harmless and indemnify the City, its officials, agents, employees, inspectors or advisers against any loss or damage, including reasonable attorney's fees and expenses, incurred as a result of any claims against the City or its officials, agents, employees, inspectors or advisors for personal injury or property damages in connection with the City's Work under the Permits except to the extent that such loss is caused by any negligent or reckless act of the City or its officials, agents, employees, inspectors or advisers. This indemnification does not extend to any claims against the dredging contractor(s), the contractor(s) performing Erosion Mitigation Activities, or the engineer engaged by City in performance of City's Work.

11. NOTICES. All notices, consents, approvals and requests required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid. All notices to the City of Isle of Palms shall be addressed to Mr. Douglas Kerr, City Administrator, 1207 Palm Blvd., Isle of Palms, SC 29451. Notices to any other party to this Agreement shall be mailed to the address on record with Charleston County or at such other address as the party may hereafter designate in writing to the City.

12. MISCELLANEOUS PROVISIONS.

A. Binding Agreement. The parties hereto respectively bind themselves and their successors and assigns with respect to all covenants, agreements and obligations contained in this Agreement. Any party may assign its rights under this Agreement upon written notice to all other parties of such assignment.

B. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its choice of law principles. Any action arising under this Agreement shall be brought exclusively in the state courts located in Charleston County, South Carolina, and the Parties consent to the jurisdiction of such courts.

C. Enforcement and Remedies. Subject to the Dispute Resolution section of this Agreement, if any party breaches this Agreement, the non-breaching party may pursue any and all remedies available at law or in equity, including specific performance and injunctive relief, and all such remedies shall be cumulative. In the event of any proceedings relating to or arising from this Agreement, the prevailing party shall be entitled to recover all of their expenses from the non-prevailing party, including, but not limited to attorneys' fees, costs, and expenses.

D. Dispute Resolution. Except for claims seeking temporary, preliminary, or permanent injunctive or other equitable relief to prevent irreparable harm, the Parties shall participate in non-binding mediation as a condition precedent to filing any lawsuit or initiating any other formal legal proceeding arising out of or relating to this Agreement, its interpretation, performance, breach, or termination. The mediation shall be conducted in person in Charleston County, South Carolina, unless the Parties mutually agree in writing to conduct the mediation by videoconference or at another location. A Party seeking mediation shall provide written notice to the other Party of their desire to mediate the dispute. If the Parties are unable to agree upon a mediator within fifteen (15) days after the notice, the City and Association shall each propose a mediator, and the two proposed mediators shall select a mediator for the Parties. The mediation shall occur within sixty (60) days after delivery of the notice, subject to the mediator's availability and any mutually agreeable and written extension between the Parties. The Parties shall share the mediator's fees and administrative costs equally, unless they agree otherwise in writing. Each Party shall bear its own attorneys' fees and costs incurred in connection with the mediation. Notwithstanding the foregoing, the Parties may mutually agree in writing to forego pre-suit mediation.

E. No Joint Venture. This Agreement is not to be construed as creating, nor does it create, a joint venture or partnership between the parties for any purpose, or authorizing any party to act as agent for another party.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. Any amendments hereto shall be in writing and signed by all parties hereto.

G. Multiple Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned agents, as of the date stated above.

WITNESS:

_____ The City of Isle of Palms, SC

_____ By: _____

Title: _____

_____

_____ Wild Dunes Community Association, Inc.

_____

By: _____

Title: _____

EXHIBIT 1
(ATTACH ENGINEER'S PLANS DATED FEBRUARY ___, 2026)

EXHIBIT 2

(ATTACH 2025 LICENSE YEAR DATA)

EXHIBIT 3

(ATTACH EXAMPLE OF PROJECT COST CALCULATION)

STATE OF SOUTH CAROLINA	)	AGREEMENT RELATED TO BEACH
	)	RESTORATION ACTIVITIES FOR
COUNTY OF CHARLESTON	)	IOP NORTH ~~AND SOUTH~~ END OF ISLAND

This AGREEMENT ("Agreement") is made and entered into this ____ day of ~~February~~ March 2026 by and ~~the~~between the City of Isle of Palms, S.C., a South Carolina municipal corporation (the "City") and the Wild Dunes Community Association, Inc. (the "Association"), a South Carolina nonprofit corporation, collectively referred to as "the Parties."

WHEREAS, the City completed large-scale beach renourishment projects in 2008 and 2018 as well as subsequent erosion mitigation activities to address the severe beach erosion caused primarily by the natural processes of major storms (Matthew (2016) and Irma (2017)), and a shoal attachment (2025) at the northeastern end of the Isle of Palms (the "Island") – in each case with significant funds provided by the Association and its constituents; and

WHEREAS, despite these efforts, severe erosion has continued in certain localized hotspot erosional areas due to the ongoing natural processes and dynamic inlet conditions on the north and south ends of the Island; and

WHEREAS, the added impacts of severe beach erosion from Hurricanes Dorian in 2019, Hanna in 2020, and Erin in 2025, and sea level rise have resulted in public and private emergencies which affect the health and safety of the public and private property owners in the affected areas, as well as access for the public to the eroded beach areas; and

WHEREAS, it has been determined and agreed to by all parties that the best course of action presently available to address these emergencies is an offshore dredging project to pump beach-compatible sand from the floor of the Atlantic Ocean to the eroded beach areas (the "Restoration Project"); and

WHEREAS, the Association and its members collectively have valuable real property interests that are or are expected to be subjected to imminent peril as a result of the erosion caused by the process of the shoal attachment on the northern end of the Island, and the impacts of recent hurricanes;

WHEREAS, the Association~~, and~~ desires that the City undertake the Restoration Project and ~~are~~ is willing to assist the City in the performance of the Project, ~~to~~ is willing to actively assist with obtaining temporary~~grant~~ easements ~~to~~ for the City and its contractors if necessary for the Project, and ~~to protect the City in~~is willing to provide ~~certain~~ financial ~~respects~~support for the Restoration Project; and

WHEREAS, the City derives a public benefit from the private property and public beaches in the affected areas through the generation of real property taxes, accommodation and hospitality fees, the public's use and enjoyment of the beaches, and the preservation of the City's and the State of South Carolina's tourism industry; and

WHEREAS, the City desires to protect the health and safety of the public by trying to prevent infrastructure, sewer, and construction debris from being swept into the waters surrounding the City; and

WHEREAS, as ~~a~~ two condition~~s to of~~ the issuance of any state or federal permitting for the Restoration Project are that~~,~~ all sandbags, previously placed in the affected areas ~~by the City or Association's members, or others,~~ must be removed by the person or entity who placed them, prior to the project's start, and all non-beach-compatible sand contained in any such bags must be removed from the beach and disposed of in a proper manner; and

WHEREAS, the City has funded and coordinated the work necessary for the issuance of the appropriate state and federal agency permits (the "Permits") to conduct the Restoration Project, and issuance of the Permits should occur soon.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises of the Parties hereto set forth in this Agreement, the Parties agree as follows:

1. CITY'S WORK.

   A. For purposes of this Agreement, the "City's Work" is defined as all activities allowed or required by the Permits for the Restoration Project within the vicinity of the beach within Reaches One and Two as depicted in Coastal Science Engineering ("the Engineer") plans dated February ~~_____~~, 18 2026 (the "Plans") and attached herein as Exhibit 1, except as otherwise stated in this Agreement, including, but not limited to, off-shore dredging activities, consultants, construction ~~adminsitraiton~~administration, all monitoring required by the Permits, all sand tilling required by the Permits, depositing dredged sand, and sea turtle protection and monitoring activities required by the Permits.

   B. For purposes of this Agreement, the City's Work does not include any work outside of Reaches One and Two. The City is working separately on Reach Three, but that work is excluded from this Agreement and no funds from the Association will be used for any work associated with Reach Three. (See sheet six of the Plans.)

   C. For purposes of this Agreement, the City's Work does not include the removal of sandbags placed by ~~the City and~~ some of the Association's members. This removal must happen as a condition of prior Emergency Orders issued to the City and because this condition predates this agreement, no funds from the Association will be used for the removal of sandbags**.**

   D. The City's Work does not include any inspections, engineering, repairs, or other costs regarding the condition, safety, or structural integrity of any building, either before, during, or after completion of the City's Work.

Commented [JU1]: recommend keep this, otherwise WDCA would need to participate in the cost to remove city's bags

Commented [SM1R2]: Agree - this language should be left in Reject this change.

~~E.~~ The City's Work does not include the removal or disposal of any building debris, including, but not limited to, concrete, wood, glass, sheetrock, or pipes, which is located on or near the active beach~~.~~

~~F.~~

~~G.~~

2. ESTIMATED COSTS FOR THE CITY'S WORK.

A. The cost for the City's Work under this Agreement is estimated by the City to be up to Twenty-Two Million and no/100 ($22,000,000.00) Dollars. This is an estimate and the actual amount will fluctuate based on receiving bids on sand placement. The City's Work costs include but are not limited to all fees and costs incurred by City associated with: any additional permitting; dredging; 1.72~~-~~ million cubic yards of sand placement; engineering; consultants; legal; sand tilling required by the Permits; sea turtle protection and monitoring activities required by the Permits; and all other fees and costs incurred by the City in order to comply with the Permits and complete the City's Work.

Commented [JU2]: recommend striking as quantities will change

Commented [SM2R2]: Agree - suggest we change to "sand placement" and eliminate any reference to quantities

B. The City's contribution may be reduced by contributions toward the costs of the City's Work made by any other state, federal or local political subdivision. Such outside contributions would not reduce the Association's Contribution.

C. The City shall not perform or complete the City's Work under the Permits unless and until the balance of the costs for the City's Work has been funded by the City's Contribution, the Association's Contribution, and state / federal sources; provided, however, that if both parties agree in writing, the City may execute a smaller-scale restoration project for less than the estimated cost referenced in Section 4(A) above if required by the Permits or if the City is unable to secure funding for the remaining balance of the costs from the Association, state and/or federal sources. [~~For the avoidance of doubt, the Association is not obligated to make the Association's contribution unless the size and the costs of the City's Work are in accordance with the City's existing estimate and engineering plans.~~ The Association, while not obligated to do so, reserves the right to fund costs in excess of the City's estimate to the extent the City is not willing to pay for such excess costs, so long as the extent of that work conforms to the existing permit.]

D. The City agrees to maintain separate accounting records for the City's Work. All records of the City's Work shall be available for inspection by the Association at all reasonable times.

3. COST SHARING.

A. Basis. The basis for the cost sharing between the City and ~~The~~ the Association is the percentage of funds generated on the Island from Accommodations Taxes which in part, funds the City's Beach Preservation Fund. This percentage was determined by using the reported gross income for short term rental licenses and business licenses for

the 2025 license year, not actual Accommodations Taxes collected. The Parties agree that this percentage in 2025 was 47% from members of the Association and 53% from ~~the~~ all other properties outside of the association ~~City balance of the Island~~ and the schedule of reported revenues is attached to this Agreement as Exhibit 2.

B. Sharing Percentages. In recognition of these contributions, the City and the Association agree that they will share the costs of the City's Work on a 47% by the City - 53% by the Association~~. As~~ as provided in the attached Exhibit 3. ~~up to a total of Twenty-Two Million, Five Hundred Thousand and No/100 ($22,500,000.00) Dollars (the "Cap"). In recognition that the Association has collected funds for beach renourishment from its members (all of whom pay real estate taxes that benefit the City), and that property owners in Reach 3 have not provided dedicated beach funds for the City's use in the proposed Reach 3 renourishment project, the City will pay for the cost of the City's Work in excess of $22,500,000.00the City will fund 47% of the total construction cost of the City's Work under this agreement, not exceeding Ten Million and five hundred thousand no/100 ($10,500,000.00) Dollars (the "City's Contribution"). . In sum, tThe Association's maximum contribution to will fund 53% of the total construction cost of northern portion of the project will, not exceeding Twelve Million and no/100 ($12,000,000.00) Dollars (the "Association's Contribution").~~ The City will not reduce~~d~~ the north end project size from 1.2 million cubic yards of sand without the Association's' express written consent.

C. Additional Costs. If the City is unable to obtain easements for the Reach 3 (i.e., south end) project, it is agreed that all mobilization costs would be ~~borne by the north end project~~shared as provided in 3.B. The split of mobilization costs will be split based on a pro rata share of placed sand. If the Reach 3 project proceeds, 68% of mobilization and soft costs will be allocated to north end project, based on its share of the total volume of sand placed across all Reaches. ~~Whether or not the Reach 3 project goes forward, tThe Association agrees to share in all additional costs related to the City's Work under this agreement including but not limited to mobilization, sand placement, construction administration services, wildlife monitoring services, consulting, professional services, and other related expenses using the same calculation as described in Section 1(B). of this Agreementhe City reserves the right to reject all bids if the bids received if the total cost of the City's Work for the north end of the Island exceed [$27,500,000.00].~~

D. City Exclusive Costs. The City will fund 100% of all project costs in Reach 3, located at the southern end of the Island, which is excluded from this Agreement. If the Reach 3 project proceeds, 32% of ~~. The cost of the work in Reach 3 will be calculated on a pro rata basis by dividing the total cost of island-wide renourishment, including~~ mobilization and soft costs will be allocated to Reach 3, based on its share of~~, by~~ the total volume of sand placed across all Reaches. An example of this calculation is provided herein~~-~~ as Exhibit 3.

E. Change Orders. The City will not execute change orders for the construction project that change the cost or amount of sand placement without prior written approval from the Association.

4. ESCROW DEPOSIT TOWARD COSTS OF THE RESTORATION PROJECT.

A. Association's Contribution. The Association agrees to deposit the full amount of the Association's Contribution in escrow with the City no later than ~~30~~ 45 days from the date ~~of receiving bids,~~that the contract is signed after the City Council at its April [28], 2026 meeting. TIME IS OF THE ESSENCE. This amount shall be placed in an interest-bearing bank account, and all accrued interest shall be credited to the Association's Contribution.

~~B. Replenishment of Escrow Account. If at any time both parties agree in writing to expand the scope or scale of the Restoration Project and the amounts dictated by this agreement are insufficient, the City shall provide a written amendment to this Agreement and the Association agrees to replenish the escrow account with enough money to restore the deficit within thirty (30) days from the date of City's written notice (the "Replenishment Deposit"). TIME IS OF THE ESSENCE.~~

~~C.~~B. Refund upon failure to make Initial Deposit ~~or Replenishment Deposit~~. If the Association fails to make the initial escrow deposit of the Association's Contribution as set forth in paragraph (A) of this Section ~~or any subsequent Replenishment Deposits as set forth in paragraph (B) of this Section~~, then on 15-days' notice to cure the City has the right to terminate the City's Work without further notice and withdraw its application for the Permits or, if issued, surrender or transfer the Permits. ~~In such case, the balance of the escrow deposit, if any, will be refunded to the Association ninety (90) days after all fees and costs already incurred in connection with the City's effort to execute the City's Work pursuant to this Agreement have been satisfied.~~

5. REFUND OF REMAINING BALANCE UPON COMPLETION OF RESTORATION PROJECT. Substantial Completion shall occur upon Engineer's written confirmation that all beach fill quantities included in the Base Bid and any awarded Alternates have been placed in accordance with the Contract Documents. Final Completion shall occur upon completion of all remaining Work, including final grading, demobilization, close-out documentation, and Owner's formal acceptance of the Work following Engineer's recommendation for final payment for the project. If the City's Work is completed for less than the Cap, then within ninety (90) days of completion the City will refund ~~53% of the~~any remaining ~~funds~~balance of the Association's Contribution after paying the costs of the City's Work. ~~within ninety (90) days of Final Completion~~a refund is requested in writing ~~by the Association within one (1) year after the completion date of the initial Restoration Project, , the remaining balance of the Association's Contribution, if any, after all fees and costs incurred in connection with the Restoration Project have been satisfied, shall be refunded to the Association ninety (90) days after receipt of the written request. If all fees and costs incurred in connection with the Restoration Project have not been satisfied at the time of Association's written request, such refund shall be made ninety (90) days after~~

Commented [JU3]: For legal review. City cannot execute agreement prior to having funds.

Commented [SM3R2]: Agree -we should leave this in. Reject this change in the clean version.

Commented [JU4]: For legal review. City cannot execute agreement prior to having funds.

Commented [SM4R2]: Agree -we should leave this in. Reject this change in the clean version.

Commented [JU5]: For legal review. City cannot execute agreement prior to having funds.

Commented [SM5R2]: Agree -we should leave this in. Reject this change in the clean version.

~~satisfaction of the outstanding fees and costs. If the Association fails to make a written request within one (1) year after the completion date of the initial Restoration Project, the remaining balance of the Association's Contribution shall remain in the City's escrow account and be subsequently transferred to the City's Beach Preservation Fund and used in a manner that is in keeping with this funds purpose~~.

6. TIME PERIOD FOR COMPLETION OF RESTORATION PROJECT. The time period for completion of the Restoration Project shall be set forth in the Permits or any extensions or amendments thereto. If extensions for the Permits are needed, the City will use best efforts to obtain such extensions. If the City is unable, for any reason whatsoever, to perform or complete the Restoration Project by the expiration date of the Permits or any extensions or amendments thereto, the balance of the Association's Contribution remaining in escrow, if any, will be refunded to the Association ninety (90) days after all fees and costs incurred in connection with the City's effort to execute the City's Work prior to such expiration date have been satisfied, unless otherwise requested in writing by the Association.

7. CONSTRUCTION AND RESTORATION EASEMENTS.

~~A. The Association hereby grants to the City a temporary, general easement on, over and across real property owned or controlled by the Association adjacent to the Property Owners Beach House, to provide City and City's contractors, subcontractors, consultants, engineers, advisers, inspectors, employees and agents access to the fullest extent required by the City to complete the City's Work under the Permits including but not limited to ingress and egress, construction staging areas, Erosion Mitigation Activity areas, and access to water and electricity. A condition of the easement shall be that the City shall require its contractor to be responsible (1) for any injury and/or damage to the Association's personnel and improvements and (2) for providing liability insurance coverage for such injury and damage. If required or requested by the City, the Association agrees to grant the City a formal written easement for such activities which will be recorded in the Charleston County Register of Deeds Office.~~

~~B.~~ The Association agrees to work cooperatively with the City to secure ~~permanent~~ temporary easements from the owners adjacent and abutting to the City's Work prior to the commencement of the ~~restoration~~ Restoration ~~project~~Project. ~~A condition of the easement shall be that the City shall require its contractor to be responsible (1) for any injury and/or damage to the property owners and their improvements and (2) for providing liability insurance coverage for such injury and damage.~~

~~C.~~A.

8. ADMINISTRATION OF THE CITY'S WORK. The City shall have sole authority and control over the City's Work under the Permits. The City, in consultation with its advisers, will negotiate and enter into all contracts which will delineate the exact scope and detail of the City's Work under the Permits ~~— it being expressly understood and agreed that the City's Work will be in accordance with the designs presented by Steven B. Traynum, President of Coastal Science & Engineering (CSE) to the City Council on February __,~~

Commented [JU6]: For legal review. City is generally okay with returning money at 90 days but contemplated work could be less than the cap and we should return all money in the escrow account correct? Not 53%?

Commented [SM6R2]: Agree - I revised this.

Commented [JU7]: This is covered by a separate easement document.

Commented [SM7R2]: Agree - we can strike.

Commented [JU8]: Contractor's required to have insurance separate from WDCA helping secure easements.

Commented [SM8R2]: Agree - the language should remain stricken.

~~2026 and to federal and state permitting officials. Further, the scope shall not be reduced from such designs without the express written consent of the Association.~~[1]

9. PERMIT APPLICATIONS.

   A. Permits. Necessary Permits have been applied for and are nearing issuance prior to the execution of this Agreement.

   B. Additional Permits. Additional Permits are not anticipated and not addressed herein.

10. ACKNOWLEDGEMENT OF RISKS; RELEASE AND INDEMNIFICATION OF THE CITY.

   A. The Association understands and agrees that, due to the nature of the dynamics of storms, winds, currents and tides of the Atlantic Ocean, and the current severity of the erosion, there is no promise or guarantee from the City or any other person that the City's Work under the Permits will be successful in alleviating or eliminating erosion; continued, severe erosion may continue to occur because of natural causes during and after the administration of the Restoration Project per the Permits; a substantial portion or all of the sand placed on the beaches as part of the Restoration Project could be washed away by a major storm event or tide; and that the City's Work under the Permits and/or Additional Permits may be delayed, postponed or canceled because of permitting requirements, insufficient funding, acts of God, labor shortages, labor strikes, material shortages, or other factors beyond the reasonable control of City.

   ~~B. The Association understands and agrees that any risk to the structural integrity of any building caused by the removal of erosion control measures, including, but not limited to, wave dissipation devices and sandbags, shall be borne by the owner of the affected building. The Association hereby releases the City and its officials, agents, employees, inspectors or advisers from any and all claims against City for property damage caused by the removal of such erosion control measures.~~

   ~~C.~~B. The Association hereby releases the City and its officials, agents, employees, inspectors or advisers from any and all claims against City for property damage caused by erosion or the failure of the City's Work under the Permits to alleviate, eliminate or delay the erosion of Association's ~~its members'~~ property. This release does not extend to any claims against the dredging contractor(s), the contractor(s) performing Erosion Mitigation Activities, or the engineer engaged by City in performance of the City's Work under the Permits.

   C. The Association, the City, the City's contractor and the City's engineer each will maintain liability insurance for its actions and omissions in an amount equal to the amount stated in the bid documents; i.e., a minimum of $_ million single; $__ million aggregate.

Commented [JU9]: Reject deletion.

Commented [SM9R2]: Agree

Commented [JU10]: Amounts to be filled in.

~~[1] Appreciating the City's desire/need to control, the Association is providing $12 million for this project and has a fiduciary duty to its members to require that this project proceed as designed.~~

1. The Association

2. The City's Requirement of its Contractors and Engineers. The City shall cause its contractors and engineers for the Restoration Project to indemnify and hold harmless the Association Indemnified Parties from and against any and all Losses of every kind and character incurred by the Association Indemnified Parties, to the extent arising from or out of bodily injury to or death of any Person to the extent such injury or death was caused by the City. This indemnification does not apply to the extent such Losses were caused by the negligent, reckless or intentional actions of an Association Indemnified Party or by the City. It is expressly understood that the contractors and engineers shall not be responsible for indemnifying with respect to the caveats set forth in (A) and (B) of this Section 10.

~~D. hereby agrees to hold harmless and indemnify the City, its officials, agents, employees, inspectors or advisers against any loss or damage, including reasonable attorney's fees and expenses, incurred as a result of any claims against the City or its officials, agents, employees, inspectors or advisors for personal injury or property damages in connection with the City's Work under the Permits except to the extent that such loss is caused by any negligent or reckless act of the City or its officials, agents, employees, inspectors or advisers. This indemnification does not extend to any claims against the dredging contractor(s), the contractor(s) performing Erosion Mitigation Activities, or the engineer engaged by City in performance of City's Work.~~

11. NOTICES. All notices, consents, approvals and requests required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid. All notices to the City of Isle of Palms shall be addressed to Mr. Douglas Kerr, City Administrator, 1207 Palm Blvd., Isle of Palms, SC 29451. Notices to any other party to this Agreement shall be mailed to the address on record with Charleston County or at such other address as the party may hereafter designate in writing to the City.

12. MISCELLANEOUS PROVISIONS.

A. Binding Agreement. The parties hereto respectively bind themselves and their successors and assigns with respect to all covenants, agreements and obligations contained in this Agreement. Any party may assign its rights under this Agreement upon written notice to all other parties of such assignment.

B. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its choice of law principles. Any action arising under this Agreement shall be brought exclusively in the state courts located in Charleston County, South Carolina, and the Parties consent to the jurisdiction of such courts.

Commented [JU11]: City cannot indemnify.

Commented [SM12]: Reject deletions and additions by the Association following the insurance provision. All of the Association's changes here should be rejected. We cannot agree to indemnify under state law.

Commented [SM13]: All of their changes need to be rejected. We cannot agree to indemnify under state law. We should leave this how we had it.

C. Enforcement and Remedies. Subject to the Dispute Resolution section of this Agreement, if any party breaches this Agreement, the non-breaching party may pursue any and all remedies available at law or in equity, including specific performance and injunctive relief, and all such remedies shall be cumulative. In the event of any proceedings relating to or arising from this Agreement, the prevailing party shall be entitled to recover all of their expenses from the non-prevailing party, including, but not limited to attorneys' fees, costs, and expenses.

D. Dispute Resolution. Except for claims seeking temporary, preliminary, or permanent injunctive or other equitable relief to prevent irreparable harm, the Parties shall participate in non-binding mediation as a condition precedent to filing any lawsuit or initiating any other formal legal proceeding arising out of or relating to this Agreement, its interpretation, performance, breach, or termination. The mediation shall be conducted in person in Charleston County, South Carolina, unless the Parties mutually agree in writing to conduct the mediation by videoconference or at another location. A Party seeking mediation shall provide written notice to the other Party of their desire to mediate the dispute. If the Parties are unable to agree upon a mediator within fifteen (15) days after the notice, the City and Association shall each propose a mediator, and the two proposed mediators shall select a mediator for the Parties. The mediation shall occur within sixty (60) days after delivery of the notice, subject to the mediator's availability and any mutually agreeable and written extension between the Parties. The Parties shall share the mediator's fees and administrative costs equally, unless they agree otherwise in writing. Each Party shall bear its own attorneys' fees and costs incurred in connection with the mediation. Notwithstanding the foregoing, the Parties may mutually agree in writing to forego pre-suit mediation.

E. No Joint Venture. This Agreement is not to be construed as creating, nor does it create, a joint venture or partnership between the parties for any purpose, or authorizing any party to act as agent for another party.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. Any amendments hereto shall be in writing and signed by all parties hereto.

G. Multiple Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned agents, as of the date stated above.

WITNESS:

_____ The City of Isle of Palms, SC

_____ By: _____

Title: _____

_____

_____ Wild Dunes Community Association, Inc.

_____

By: _____

Title: _____

EXHIBIT 1
(ATTACH ENGINEER'S PLANS DATED FEBRUARY ___, 2026)

EXHIBIT 2

(ATTACH 2025 LICENSE YEAR DATA)

EXHIBIT 3

(ATTACH EXAMPLE OF PROJECT COST CALCULATION)

Isle of Palms Beach Renourishment Project 2026
Cost Estimates, Revenue and Funding Scenarios
High Level Fund Balance and Revenue Impact Assessment
As of December 31, 2025 - Draft For Discussion Only

Summary:

High Level Cost Estimate Per CY Sand - Beach Nourishment FY26/27	
Estimated Cost for South/Breach Inlet	$7,164,003
Estimated Cost for North/Wild Dunes	$15,223,505
Total Funding Required for Beach Nourishment	$22,387,508
Funding Sources:	
WDCA Funding - North/WD	$8,068,458
Grants- South /Breach Inlet, other State/Federal Funding	$2,324,000
City's Available Beach Preservation Fee Fund	$10,664,457
City's Excess (Deficit) - Required From Other Funds/Sources	($1,330,593)
Total City's Funding Required From Fund Balances	**$11,995,050**
IOP Revenue Impact	
Annual Interest Income Impact - Current LGIP Rates	**($466,499)**

Assumptions:

Project Variables - Delivery	Inputs		Total Cost	Source/Notes
Estimated Sand Cost Per Cubic Yard (CY)	$8.00	7.52		Per Marinex Bid
North/WD Sand Volume (CY) Base Bid	1,200,000		$9,600,000	Per Marinex Bid
North/WD Sand Volume (CY) Alt Bid	500,000		$3,760,000	Per Marinex Bid
South/Breach Inlet Sand Volume (CY) Base Bid	400,000		$3,200,000	Per Marinex Bid
South/Breach Inlet Sand Volume (CY) Alt Bid	400,000		$3,008,000	Per Marinex Bid
Dredging Mobilization Cost - Allocated Per CY	$1,900,000		$1,900,000	Per Marinex Bid
Tilling			$2,000	Per Marinex Bid
Sub Total - Cost/CY - Sand & Mobilization Cost			**$8.59**	
Consultant (CSE) Project Cost	$669,508		$669,508	Per Approved NTE T&M Agreement - 10/28/25
Professional Service, Construction/Engineering Project Cost	$100,000		$100,000	Placeholder
Permits	$0		$0	Placeholder
Other/Misc.	$150,000		$150,000	Placeholder
Estimated Total Cost - North /South			$22,387,508	
Estimated Total Cost/CY Sand			**$8.96**	
Estimated Cost - North/WD - Allocated Per CY Sand			$15,223,505	68%
Estimated Cost - South Breach Inlet - Allocated Per CY Sand			$7,164,003	32%
			$22,387,508	100%
Project Duration - Months	June 2026 -September 2026	*4*		
Budget Duration - Months	*March 2026-June 2027*	*16*		
Interest Rate (LGIP)		*3.8891%*		*As of 2/28/26*

FY26 Beach Preservation Fee Fund Income/Expense Projections		**Funding Income/Expense**	
IOP Starting Beach Fund Balance		$10,431,712	As of 2/28/2026
Target Minimum Beach Fund Balance	$2,000,000	$2,000,000	Per Prior Model - Subject to Council Approval
Beach Fund Balance Available for Project		$8,431,712	
Beach Fund Income Projection - Monthly/Total During Project	$204,547	$3,272,746	Per ATAX Run Rate - FY24-FY26
Expense Projection Emergency - Monthly/Total During Project	$25,000	($400,000)	Forecast/Budget
Expense Projection Other - Monthly/Total During Project	$40,000	($640,000)	Forecast/Budget
Net Beach Fund Income During Deployment		$2,232,746	
Total Projected Fund Balance Available for Project w/ Target Minimum Balance		**$10,664,457**	
WDCA Funding Scenarios			
Wild Dunes Community Association Funding - North Only	**53%**	**$8,068,458**	**% Based on WD ATAX Contribution**
IOP City Funding - North Contribution	**47%**	**$7,155,048**	**% Based on WD ATAX Contribution**

Public Beach Grant Funding			
PRT Grant Funding - South Only	$1,524,000	$1,524,000	
FEMA Funding	$0	$0	
County Funding	$0	$0	
State Funding- Marina Dredging Balance	$800,000	$800,000	
Other Federal Funding	$0	$0	
Other Funding - Non - IOP	$0	$0	
Sub Total Grants/Other Non-IOP Sources		$2,324,000	

FIRST AMENDMENT TO RESTAURANT LEASE

This FIRST AMENDMENT TO RESTAURANT LEASE (this "**Amendment**") is made effective as of the ____ day of _____, 2026 (the "**Amendment Effective Date**"), by and between CITY OF ISLE OF PALMS, a political subdivision of the State of South Carolina ("**Landlord**"), and MARKER116, LLC, a South Carolina limited liability company ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant are parties to that certain Restaurant Lease dated as of November 12, 2020 (the "**Lease**"), pursuant to which Tenant has leased certain portions of the Marina (as defined in the Lease) from Landlord.

WHEREAS, Landlord has agreed to renovate and reconfigure certain portions of the parking lots located at the Marina, as more fully described in this Amendment.

WHEREAS, Landlord and Tenant desire to amend the Lease in accordance with terms and conditions set forth herein to reflect such renovation and reconfiguration of certain portions of the parking lots located at the Marina.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals; Definitions**. The foregoing recitals are incorporated herein by this reference as a material part of this Amendment. Capitalized terms used in this Amendment without definition have the meaning given such terms in the Lease.

2. **Parking Lot Renovation**. Landlord covenants and agrees to cause the applicable portions of the Exclusive Parking Lot, the Shared Parking Lot and the Private Parking Lot to be renovated, reconfigured, repaved and improved (the "**Parking Lot Renovation**") in general conformance with the conceptual site plan attached hereto as Exhibit A and incorporated herein by reference (the "**Site Plan**"). Landlord shall be responsible for hiring such architects, engineers, contractors and other professionals as may be required for the completion of the Parking Lot Renovation, and all design and construction costs and other expenses incurred in connection therewith shall be paid by Landlord at its sole cost and expense. Prior to commencement of construction of the Parking Lot Renovation, Landlord shall obtain and deliver for Tenant's review and approval copies comprehensive plans and specifications for the Parking Lot Renovation (the "**Plans and Specifications**"). Tenant shall approve or provide comments or proposed modifications to the Plans and Specifications within ten (10) Business Days after receipt thereof, such approval not to be unreasonably withheld, conditioned, or delayed. If Tenant fails to approve or provide comments or proposed modifications to the Plans and Specifications within such 10-Business-Day period, the Plans and Specifications provided to Tenant shall be deemed to be automatically approved by Tenant. Landlord and Tenant covenant and agree to mutually review and respond to comments and proposed revisions regarding the Plans and Specifications in their good faith, commercially reasonable discretion. Landlord shall be responsible for obtaining all

applicable governmental permits or approvals needed for the Parking Lot Renovation and shall cause the Parking Lot Renovation to be completed in compliance with the Plans and Specifications and all applicable Laws. Landlord shall commence construction of the Parking Lot Renovation no earlier than January 1, 2027, and shall use good faith, commercially reasonable efforts to complete construction of the Parking Lot Renovation on or prior to February 28, 2027, subject to delays caused by force majeure events and other matters beyond the reasonable control of Landlord. Landlord shall provide written notice of Tenant upon completion of the Parking Lot Renovation. The Parking Lot Renovation shall be deemed to have been completed on the date (the "**Parking Lot Renovation Completion Date**") on which (i) construction of the Parking Lot Renovation has been completed in substantial conformance with the Plans and Specifications, and (ii) Landlord's architects, engineers, contractors or other professionals, as applicable, have certified to Landlord that all work associated with the Parking Lot Renovation has been performed to completion in all material respects.

3. **Parking Lot Lease Amendments**. Upon the Parking Lot Renovation Completion Date, the following amendments to the Lease shall become valid and effective (collectively, the "**Parking Lot Lease Amendments**"):

(a) *Modification of Exclusive Parking Lot*. From and after the Parking Lot Renovation Completion Date, the Exclusive Parking Lot (as such term is defined and used in the Lease) shall mean and refer to the portion of the Marina shown and identified as "Exclusive Parking Lot" on the Site Plan.

(b) *Removal of Shared Parking Lot*. From and after the Parking Lot Renovation Completion Date, the Shared Parking Lot (as such term is defined and used in the Lease) shall not constitute a Common Area under the Lease, and neither Tenant nor Tenant's patrons, employees, agents, customers, contractors, licensees or invitees shall be entitled to use or occupy all or any portion of the Shared Parking Lot (including, without limitation, any parking spaces located thereon). In furtherance thereof, Section 9.02 of the Lease shall be deleted in its entirety effective as of the Parking Lot Renovation Completion Date.

(c) *Removal of Private Parking Lot; Termination of Private Parking Agreement*. Landlord and Tenant covenant and agree to terminate the Private Parking Agreement effective as of the Parking Lot Renovation Completion Date. Promptly following the Parking Lot Renovation Completion Date, Landlord and Tenant shall terminate the Private Parking Agreement by executing and delivering a written termination in form and content substantially similar to Exhibit B attached hereto and incorporated herein by reference. Upon the termination of the Private Parking Agreement, neither Tenant nor Tenant's patrons, employees, agents, customers, contractors, licensees or invitees shall be entitled to use or occupy all or any portion of the Private Parking Lot (including, without limitation, any parking spaces located thereon). In furtherance thereof, Section 9.03 of the Lease shall be deleted in its entirety effective as of the Parking Lot Renovation Completion Date.

For the avoidance of doubt, the Parking Lot Lease Amendments set forth in this Section 3 shall not become valid, effective or enforceable until the Parking Lot Renovation Completion Date. All terms and conditions of the Lease that are amended or modified by the Parking Lot Lease

Amendments shall remain valid, effective and enforceable as originally set forth in the Lease at all times prior to the Parking Lot Renovation Completion Date.

4. **Amendments to Percentage Rent Payment Dates**. The second and third sentences of Section 3.02(a) of the Lease are hereby deleted in their entirely and replaced with the following:

> "Percentage Rent shall be due and payable in each Lease Year immediately following the quarter during which Gross Sales exceeds the Breakpoint for such Lease Year and shall be paid in quarterly installments thereafter on all additional Gross Sales made during the remainder of such Lease Year, such quarterly payments to be paid to Landlord on April 30, July 31, October 31, and January 31 of each year during the term of this Lease."

5. **Entire Agreement**. This Amendment constitutes the final, exclusive and entire agreement and understanding between the parties with respect to the subject matter hereof, and all prior and contemporaneous negotiations, understanding and agreements between the parties as to the matters contained herein are expressly merged into and superseded by this Amendment. Neither party has made or relied upon any representations, warranties or covenants relating to such subject matter set forth herein except as specifically set forth in this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of either party hereto, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

6. **Miscellaneous**. Except as herein expressly amended hereby, each and every term, condition, warranty and provision of the Lease shall remain in full force and effect, and is incorporated herein by this reference, such that the Lease and this Amendment shall be read and construed as one instrument, all of which are hereby ratified, confirmed and approved by the parties hereto. Headings and similar structural elements set forth in this Amendment are intended for ease of reference only, and are not intended, and will not be construed, to reflect the intention of the parties or to affect the substance of this Amendment. This Amendment shall be deemed to be mutually drafted by the parties; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision. Landlord and Tenant each represent and warrant to the other that, as of the date hereof, neither party is aware of an event of default existing under the Lease. If there is a conflict between this Amendment and the Lease, then the provisions of this Amendment shall control. This Amendment may be executed by email signatures and in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment shall be governed by the law of the State of South Carolina, without reference to its choice of law rules.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned hereby execute and deliver this Amendment as of the Amendment Effective Date, representing and warranting by their signature that they are duly authorized and empowered to execute this Amendment.

LANDLORD:

CITY OF ISLE OF PALMS,
a political subdivision of the State of South Carolina

By: _____
Name: _____
Title: _____

TENANT:

MARKER116, LLC,
a South Carolina limited liability company

By: _____
Name: Dave Lorenz
Its: Authorized Member

EXHIBIT A

Site Plan

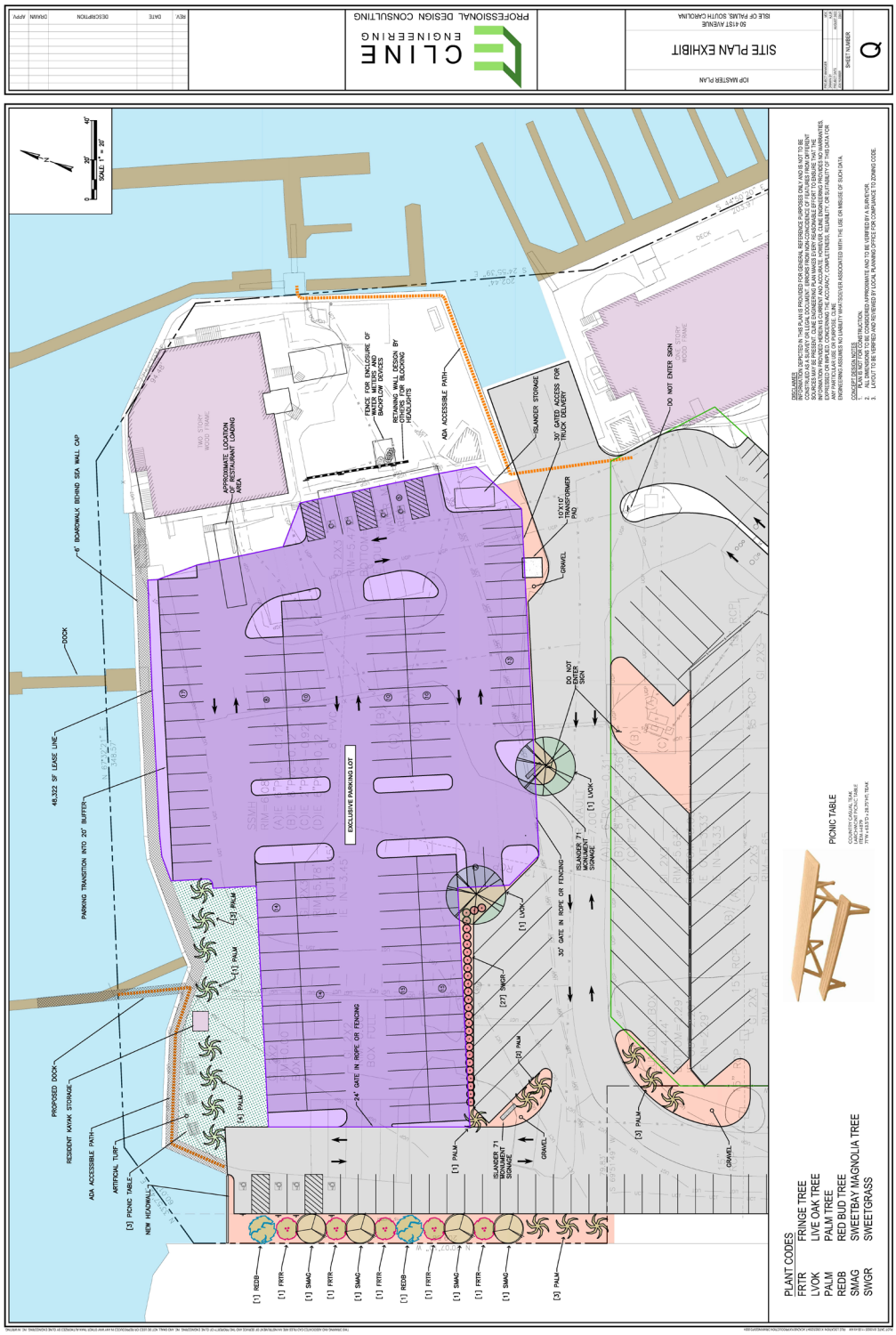


EXHIBIT B

Termination of Private Parking Agreement

TERMINATION OF PARKING LEASE AND AGREEMENT

THIS TERMINATION OF PARKING LEASE AND AGREEMENT (this "**Termination**") is made as of the _____ day of _____, 2026 (the "**Effective Date**"), by and between CITY OF ISLE OF PALMS, a political subdivision of the State of South Carolina ("**Landlord**"), and MARKER116, LLC, a South Carolina limited liability company ("**Tenant**").

RECITALS

WHEREAS, Landlord, as successor by assignment to Marina Joint Ventures, Incorporated, a South Carolina corporation, and Tenant are parties to that certain Parking Lease and Agreement dated September 30, 2020, as amended by that certain First Amendment to Parking and Lease Agreement dated October 28, 2020, as amended by that certain Second Amendment to Parking and Lease Agreement dated March 31, 2021, and as amended and memorialized by that certain Memorandum of Understanding dated April 22, 2022, as assigned by that certain Assignment of Parking Lease and Agreement dated December 14, 2022 (the "**Lease**"), pursuant to which Tenant leased from Landlord a portion of the parking lot adjacent to the City of Isle of Palms Marina located at 50 41st Avenue, Isle of Palms, South Carolina (the "**Premises**").

WHEREAS, Landlord and Tenant have agreed to terminate the Lease and wish to execute this Termination to evidence the termination of the Lease and the termination of all rights and obligations of Landlord and Tenant thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination. Landlord and Tenant hereby covenant, acknowledge and agree that the Lease is and shall be terminated in its entirety and of no further force or effect effective as of the Effective Date.

2. Release. Landlord and Tenant hereby represent to the other that neither party has any outstanding debts, demands, actions, claims, suits, and liabilities whatsoever of every name and nature, whether in law or in equity, against the other with respect to the Premises or the Lease. Landlord and Tenant each release and discharge the other from any and all debts, demands, actions, claims, suits, and liabilities whatsoever of every name and nature, whether in law or in equity, now or hereafter existing, arising out of, or in connection with the Lease and the Premises.

3. Counterparts. This Termination may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. The delivery of an executed counterpart of this Termination as a PDF or

similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

*****Remainder of Page Intentionally Left Blank*****

[Signatures on the Following Pages]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination as of the Effective Date.

LANDLORD:

CITY OF ISLE OF PALMS,
a political subdivision of the State of South Carolina

By: _____
Name: _____
Title: _____

TENANT:

MARKER116, LLC,
a South Carolina limited liability company

By: _____
Name: Dave Lorenz
Its: Authorized Member

CLINE ENGINEERING

March 26, 2026

Douglas Kerr
City Administrator
City of Isle of Palms
P.O. Drawer 508
Isle of Palms, SC 29451

RE: IOP Islander Parking, City of Isle of Palms, SC
CE# 22047

Dear Mr. Shuler:

We appreciate this opportunity to submit a proposal for the proposed IOP Islander Parking in The City of Isle of Palms, SC. This proposal includes the Civil Engineering reconfigure the existing parking lot to include pervious pavers, asphalt, and/or gravel. The owner of the property is the City of Isle of Palms and we are using a survey that they have provided that was done by GEL. We are under the assumption that this survey is the property of the City and should not require update with the new work to be completed. We are aware of changes that have occurred in the field since this survey was done and that could create discrepancies with the construction bids based on elevation changes. We will need the City to provide all applicable easements and encroachments on the property that will need to be considered. It is the owner's/client's responsibility on this project to ensure Cline Engineering, Inc. proposed improvements are consistent with any and all environmental regulations levied on this site. If wetlands are present, the owner is responsible for delineation and verification if necessary. We recommend the owner have the on-site environmental consultant review the plan and comment as necessary to ensure compliance. This letter shall serve as the Agreement for Professional Service between The City of Isle of Palms and Cline Engineering, Inc.

SERVICES TO BE RENDERED

A. SURVEYING (BUDGET TO BE CONFIRMED WITH SCOPE DOC) $ N/A

1. Topographic survey for the subject property. A formal boundary survey would not be included in this fee. This may be included with an added expense.
2. Locate marked utilities and visual utilities (as necessary) between public main and end cap of building.

B. UNDERGROUND UTILTY LOCATION $ N/A

1. Marking horizontal underground utilities (power, water, phone, cable, gas & etc.) and shown on the survey as requested.
2. This service is intended to reduce risk. We cannot guarantee the accuracy or omissions in the locating utilities and disclaim all liability for any damages based on information provided.
3. 811 is required on all sites prior to digging of any kind.

CLINE ENGINEERING

RE: IOP Islander Parking, City of Isle of Palms, SC
CE# 22047

A. PRELIMINARY ENGINEERING **$ 10,500.00**

1. Initial meeting with owner.
2. Clean up Final Survey to be provided by owner prior to Site Design for use in Construction Drawings.
3. Code research (Setbacks, Buffers, and Zoning Restrictions, and Encroachments if provided). Some has already occurred.
4. Site visit w/ preliminary comments.
5. Set up construction
6. Concept plan creation and update for code/requirements per Zoning official.
7. Final Meeting to discuss proposed improvements with City and Islander Owner.
8. Concept design submittal for formal City Review and approval.

B. CIVIL ENGINEERING **$ 26,250.00**

1. Update Concept layout for Final site layout and stakeout plan based on comments provided by City of Isle of Palms and Islander Owner.
2. Final grading, drainage and erosion control plans.
3. Stormwater management plans (Calculation/Permitting).
4. Construction Storm Water Pollution Prevention Plan (SWPPP).
5. Final Utility Plan not included as we are not assuming there are any new services.
6. Miscellaneous site construction details and notes.

C. PERMITTING AND COORDINATION **$ 12,750.00**

1. City of Isle of Palms Submittals (2 meetings).
2. Charleston County Land Disturbance Permitting.
3. SCDHEC OCRM Coastal Zone Consistency.
4. SCDHEC storm water letter (as necessary).
5. SCDOT encroachment permitting for water and sewer.

D. LANDSCAPE DESIGN **$10,000.00**

1. Any further landscape regulatory requirements may require an increase in fee.
2. Planting plan for proposed development. Intended to meet the minimum buffer and planting requirement per City of Isle of Palms ordinance.
3. If additional detail for planting is required above what is requested by ordinance, there may be an additional charge.

CLINE ENGINEERING

RE: IOP Islander Parking, City of Isle of Palms, SC
CE# 22047

Construction Administration will be during construction after all permits have been received and construction has started at the owners request only.

E. CONSTRUCTION ADMINISTRATION & CLOSE OUT BUDGET $ 10,000.00

1. The below is considered Construction Administration that we will bill at a Time & Expense basis on the attached rate schedule "Exhibit A". We will execute these items at the owners request only.
2. Review and certification of water and sewer as-built drawings (provided to consultant by owner retained licensed surveyor).
3. SCDHEC OCRM Notice of Termination (as necessary).
4. Assist owner with bid preparation and analysis.
5. Attend on-site pre-construction conference.
6. Review and respond to RFI's.
7. Observe installation of civil work periodically.
8. Review shop drawings, testing reports, and contractor pay requests.
9. SWPPP Observations.

CLINE ENGINEERING

RE: IOP Islander Parking, City of Isle of Palms, SC
CE# 22047

F. ITEMS NOT INCLUDED IN THE PROPOSAL

1. Underground Detention Pond Design or Permitting.
2. City Variance Permitting;
3. Off-site improvements of any kind;
4. Water and/or Sewer main design, research, or permitting;
5. Fire sprinkler system design/permitting/coordination;
6. Sewer Pump station design, septic, or any utility extensions or relocations;
7. LA prepared Landscaping, Irrigation, or lighting plans;
8. FEMA permitting of any kind;
9. Construction inspection, "Special Inspections", or SWPPP Inspections;
10. Industrial or Operational SWPPP for the Current Landowner;
11. Bid assistance or contract administration;
12. Geotechnical Reports, Phase 1 ESA, Environmental Compliance with VCC, or pavement design;
13. Expenses (permit fees, postage, mileage, prints, etc.).

Our Firm will be responsive and professional in submitting our design to the above mentioned local and state regulatory agencies. However, we cannot be responsible for delays, additional requirements, and additional costs to the project imposed by these regulatory agencies. Please note that the attached Contract Conditions apply (Exhibit "B").

If you wish to accept our proposal, please sign below and return a copy to our office. If you have any questions, please contact the writer.

Sincerely,

CLINE ENGINEERING, INC.

Matthew D. Cline, P.E.
Cline Engineering, Inc.

NOTE: If you require additional services we will be pleased to work on a Time and Expense Basis or submit a separate price for Item "G" work. Enclosed is our fee Schedule for Professional Services (Exhibit "A").

ACCEPTANCE AGREEMENT:

_____ _____
Signature Date

_____
Billing Address

P: 843.991.7239 • **F:** 843.628.3532 • **E:** matt@clineeng.com • PO Box 21204, Charleston, SC 29413

CLINE ENGINEERING

EXHIBIT "A"

2026 FEE SCHEDULE FOR PROFESSIONAL SERVICE

SENIOR PROFESSIONAL ENGINEER ---------- $ 200.00/Hour

PROFESSIONAL ENGINEER / ARCHITECT---------- $ 175.00/Hour

PROJECT ENGINEER OR ENGINEER IN TRAINING (EIT)---------- $ 150.00/Hour

SENIOR AUTOCAD OPERATOR ---------- $ 135.00/Hour

JUNIOR PROJECT ENGINEER ---------- $ 120.00/Hour

CAD DRAFTSMAN/ADMINISTRATIVE ---------- $ 85.00/Hour

SITE EROSION CONTROL OBSERVATIONS----------$ 250.00/Visit

TRAVEL ---------- $ 0.725/Mile

BLUEPRINTS (24 X 36) ---------- $ 3.00/Each

BLUEPRINTS (30 X 42) ---------- $ 5.00/Each

COPIES ---------- $ 0.30/Each

NOTE:

1. **All rates are only guaranteed through December 2026 or 30 days from dated proposal (whichever comes first).**
2. **All rates include associated overhead, taxes, and insurance.**
3. **Rate Structure is used for standard Time and Expense contracts and/or change of scope between Client and Cline Engineering, Inc.**
4. **Overnight Mail -- Actual Cost Plus 15%.**
5. **Administrative Expense -- disks, copies, faxes, telephone, etc.**
6. **All Outside Services are billed with a 15% markup and/or project management fees.**
7. **Travel Cost does not include 15% markup that is applied to the invoice.**

P: 843.991.7239 • **F:** 843.628.3532 • **E:** matt@clineeng.com • PO Box 21204, Charleston, SC 29413

EXHIBIT "B"
CLINE ENGINEERING, INC.
CONTRACT CONDITIONS

WHEREAS, Client desires to contract with Cline Engineering, Inc. (hereinafter referred to as "Consultant") for Consultant to furnish engineering services to Client for Client's project identified above, and WHEREAS, Consultant is engaged in the business of providing engineering services: NOW THEREFORE, in consideration of the mutual covenants and promises included herein, Client and Consultant agree as follows:

- **ACCEPTANCE OF CONSULTANT'S OFFER:** Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services referenced under *"Services to be Rendered"* and agrees that such services and any additional services authorized by client shall be governed by this Agreement.
- **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document, as well as the proposal listed under "Services to be Rendered," each of which is incorporated by reference into the other.
- **PAYMENT:** Client will pay Consultant for services and expenses in accordance with the Contract Documents. If prices for services are not established under SERVICES TO BE RENDERED, the current fee schedule in effect for the location providing the services shall be used as the amount to be paid by Client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. **Client understands and acknowledges that the services rendered herein are potential services improving real property that may give Consultant the right to file a Mechanic's Lien against any property affected by Consultant's work. Client acknowledges that Consultant reserves any right afforded him pursuant to the Mechanic's Lien Statute to collect a fee not paid pursuant to the payment terms above.**
- Consultant shall be paid in full for all services rendered under this Agreement, including any additional services authorized by Client in excess of those stated in this Agreement.
- The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.
- **STANDARD OF CARE:** Consultant and its agents, employees, and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to completion of such portion of services, Consultant will re-perform such portion of the services or, if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the services.
- **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** No other warranty or standard of care, expressed or implied, including warranties of merchantability and fitness for a particular purpose, is made or intended by the proposal, by oral communications, or by any representations made regarding the services included in this Agreement.
- **LIMITATION OF LIABILITY:** Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks of liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees, and subcontractors, whether in contract, in tort, including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with, or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client. At additional cost, Client may obtain a higher limit of liability prior to commencement of services. Consultants consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited-liability Agreement limiting the liability of Consultant**; *Client therefore, is advised to review carefully Clients risks of liability related to this contract and address such risks through Client's insurance or other means.*
- **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental, or consequential loss or damages, including lost profits and loss of use.
- **DRAWINGS:** In connection with the performance of the services, Consultant shall deliver to Client one or more drawings, reports, or other written documents reflecting Services provided and the results of such services. All Drawings, reports, and written documents delivered to Client are instruments reflecting the services provided by Consultant pursuant to this Agreement and are made available for Clients use subject to the limitations of this Agreement. Instruments of service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client and Client's agents and employees for the Project and are not to be used or relied upon in connection with other projects. Subject to the authorized use of Client and Client's agents and employees,

all drawings, instruments of service, other written documents, all original data gathered by Consultant, and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

- Should Client make drawings, instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultants obligation with regard to such drawings, instruments of service, reports, and the like shall be to Client only and limited to the provisions of this Agreement. Client may request that Consultant forward drawings, reports, or the like to strangers or add addresses (an addressee is a stranger who receives a drawing prepared for Client, but, at Clients request, such drawing is addressed to the stranger) to the drawings. Consultant reserves the right in Consultants sole discretion to grant or deny Clients request and to charge additional fees for granting such a request. Such strangers and addressees receiving drawings shall, as strangers to this Agreement, have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the drawings. Client shall indemnify and hold harmless Consultant, its agents, employees, and subcontractors from any and all costs, liabilities, claims, and attorney's fees arising from any strangers use or reliance on drawings produced by Consultant under this Agreement when such use or reliance is with Client's knowledge.
- **SAFETY:** With respect to the performance of the services, Consultant shall take safety precautions required by federal, state, and local laws, regulations, statutes, or ordinances. Should Client or third parties be conducting activities on the project site, then each shall have responsibility for its own safety and compliance with applicable safety requirements.
- **JOB SAFETY:** Neither the professional activities of the Consultant nor the presence of the Consultant or his or her employees and sub-consultants 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. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or any 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-site 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, the Consultant, and the Consultant's subcontractors shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
- **CONFIDENTIALITY:** Subject to any obligation Consultants may have under applicable law or regulation, Consultant will endeavor to release information relating to the services only to its employees and subcontractors in the performance of the services, to Client's authorized representative, and to persons designated by the authorized representative to receive such information.
- **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractor's necessary rights-of-entry onto the project site and permission to gather data required to perform the services included in this Agreement.
- **PROJECT SITE:** Reasonable precautions will be taken to minimize damage to the Project Site from Consultants activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnity and defend Consultant against any claims and costs, including attorney's fees, by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
- Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client. Client agrees to indemnity and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability, including cost and attorney's fees, resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of Consultant's services when the existence of such are not called to Consultants attention or the location not correctly identified in information furnished Consultant.
- **TERMINATION FOR CONVENIENCE:** Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any drawings complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

- **UNFORESEEN OCCURRENCES:** If, during the performance of services hereunder, Consultant encounters any unforeseen hazardous substance, material, element, or constituent or other unforeseen conditions or occurrences which, in Consultants judgment, significantly affects or may affect the services, the risk involved in providing the services, or the recommended scope of services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may:
  (a) if practicable, in Consultants judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal;
  (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
  (c) Terminate the services effective on the date of notification, pursuant to the terms of TERMINATION FOR CONVENIENCE.
- **DELAYS:** Should completion of any portion of the services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.
- **INSURANCE:** Consultant shall maintain at its own expense the following insurance, subject to normal industry exclusions:
  (1) General Liability insurance with limits of $2,000,000.00 per claim and $4,000,000.00 per annual aggregate.
  (2) Professional Liability insurance with limits of $1,000,000.00 per claim and $2,000,000.00 per annual aggregate.
  Certificates can be issued upon request identifying details and limits of coverage. If the client should require additional insurance from the consultant due to the client's insurance and/or lender requirements, the client shall reimburse the consultant for the additional expenses due to the increase in premium. It is the client's affirmative duty to inform the consultant of a need for increase and to advance the additional premium.
- **INDEMNITY: Client agrees to indemnify, defend, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Clients negligence, willful misconduct, error, or omission.**
- **Consultant agrees to indemnify and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultants negligence, willful misconduct, error, or omission.**
- Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify, defend, and save harmless each other in proportion to their relative degree of fault.
- **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
- **SEVERABILITY:** If any provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- **CADD FILES AND DOCUMENTS:** In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Consultant, the Client covenants and agrees that all such drawings and data are instruments of service of the Consultant, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by the Consultant to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to the Consultant and will be corrected as part of the Consultants Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

- The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Consultant, Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all moneys due to the Consultant. The Client shall not reuse or make or permit to be made any modifications to the plans and specifications without prior written authorization of the Consultant.
- In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any reuse or modification of the plans and specifications by the Client or any person or entity which acquires or obtains the plans and specifications from or through the Client without prior written authorization of the Consultant.
- Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, or merchantability and fitness for any particular purpose.
- The Consultant makes no warranties, either express or implied, or merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for any loss of profit or damages.
- **LAW TO APPLY;** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- **MEDIATION OR ARBITRATION:** 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 Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- **THE CLIENT AND CONSULTANT FURTHER AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN CLIENT AND CONSULTANT NOT RESOLVED AT NON-BINDING MEDIATION DESCRIBED IMMEDIATELY ABOVE ARISING OUT OF THE SERVICE PERFORMED BY CONSULTANT WITHIN THE SCOPE OF, ARISING OUT OF, OR RELATING TO, THIS COTNRACT SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE OR CONFORMITY WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (SC CODE OF LAWS SECTION 15-48-10, SC CODE OF LAWS 1976 AS AMENDED). THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON SUCH CLAIMS, EXCEPT WHERE SUCH WAIVER IS EXPRESSLY PROHIBITED BY THE SOUTH CAROLINA UNIFORM ARBITRATION ACT. THE PARTIES AGREE THAT ANY ARBITRATION PURSUANT TO THIS AGREEMENT SHALL TAKE PLACE IN CHARLESTON COUNTY, SOUTH CAROLINA, AND THAT ANY APPEAL, OBJECTION TO ARBITRATION, OR EQUITABLE REMEDY ALLOWED BY THE UNIFORM ARBITRATION ACT SHALL LIKEWISE BE SUBMITTED TO THE COURT OF APPROPRIATE VENUE AND/OR JURISDICTION IN CHARLESTON COUNTY, SOUTH CAROLINA.**
- **THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- **ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.
- TO THE EXTENT that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both parties.

CONSULTANT HEREBY ADVISES CLIENT THAT CONSULTANTS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED UPON CLIENTS ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

P: 843.991.7239 • **F:** 843.628.3532 • **E:** matt@clineeng.com • PO Box 21204, Charleston, SC 29413

Change Order

Geosyntec Consultants, Inc.

ATM Project: ***23-4011***

Effective Date: ***April 3, 2026***

Net Fee Change: ***$10,000***

This Change Order is appended to the Agreement for Marina Dredging Design and Permitting Services dated July 13, 2023, by and between ***the City of Isle of Palms*** (hereinafter called "CITY"), and ***Geosyntec Consultants, Inc.***

The Change Order involves modification of the original agreement to provide additional effort under *Task 5: Regulatory Permit Application Coordination*. Specific items include but may not be limited to:

- Additional evaluations, correspondence and meeting coordination, and responses to requests related to dredging activities and selection / use of the DMPF
- Preparing supporting materials and applications for USACE and Client
- Limited coordination with neighboring parties and their consultant.

In accordance with the previous authorization, this effort will be billed on a time and materials basis, not to exceed $10,000 without prior written authorization. Should further effort be anticipated beyond this allowance, we will notify the Client in advance.

Aside from this change of scope and fee, all other terms and conditions of our contractual agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Change Order to the Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

CITY OF ISLE OF PALMS:

By _____

_____
(Type Name and Title)

Date: _____

GEOSYNTEC CONSULTANTS, INC.:

By _____

Title: _____

Date: _____

Douglas Kerr

From: Philip Slagle <PSlagle@appliedtm.com>
Sent: Friday, April 3, 2026 3:30 PM
To: Sean Kuester
Cc: Douglas Kerr
Subject: RE: Geosyntec Roadshow 4/22-4/23

Sean,

Apologies, I did miss that smartsheet notice but I see it now.

Since the decision, I have been reaching out to the Corps (Jacob and Hannah) to align on this information and expectation. I have yet to hear back, so we will need more time to receive and communicate more detail.

The only additional milestone/decision point I foresee at the moment is whether the City wishes to obtain a more recent bathymetric survey

- Last survey was dated 2022.
- The permit allows for ~20,000 cubic yards
- It's possible that priorities have changed since 2022. Specifically,
    - the original plan included dredging inside of the Intracoastal dock anticipating new jet dock slips (now superseded?),
    - there may be more accretion in the interior marina that is more important to address
    - could be necessary to prioritize dredging areas, subject to regulators.
- rough cost estimate would be ~$5,000 for GEL or McKim & Creed.

Having a new survey would help minimize future surprises ahead of contracting and agency discussions. Let me know your thoughts or any questions. I do recall an earlier subcommittee comment whether we could dredge more under the grant, so finding more material to dredge at the marina would be an application.

Kind regards,

Philip Slagle, PE (SC)
Senior Engineer
Geosyntec Consultants, Inc.

From: Sean Kuester <SKuester@isleofpalms.gov>
Sent: Friday, April 3, 2026 2:42 PM
To: Philip Slagle <PSlagle@appliedtm.com>
Cc: Douglas Kerr <dkerr@isleofpalms.gov>
Subject: RE: Geosyntec Roadshow 4/22-4/23

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any suspicion, please confirm with the sender verbally that this email is authentic. If you suspect fraud, click "Phish Alert Report."

Phillip,

I sent you this note in Smartsheet a few days ago. Are you getting these in smarthseet? Thanks,

Message:

“Phillip - At the recent City Council Meeting (24MAR26) council decided to "go it alone" and conduct the marina dredging w/o collaboration with the morgan creek association. The council would benefit from an expansion on your previous work (the dependencies chart) with the next iteration being something akin to a plan of action and milestones, recognizing that we are in early days.

Please provide a POAM that depicts this project timeline and critical factors at the macro level. Council already has a good read and feel for the budget. They now need to start a read for the timeline, impacts, etc. We'd like to present this at the committee meetings on 6 APR and are requesting this from you by 1 APR.

Please call if you have questions.”

Respectfully,

Sean H. Kuester
Deputy City Administrator
City of Isle of Palms
Isle of Palms, SC 29451
P.O. Box 508
843-990-7072 (Desk)
843-433-0989 (Cell)

From: Philip Slagle <PSlagle@appliedtm.com>
Sent: Monday, March 23, 2026 4:44 PM
To: Douglas Kerr <dkerr@isleofpalms.gov>
Cc: Sean Kuester <SKuester@isleofpalms.gov>
Subject: Geosyntec Roadshow 4/22-4/23

Hi Douglas,

One more from me.

A month from now, we will have several water resources and environmental services staff gathering to give “roadshow” presentations to Lowcountry municipalities, showcasing Geosyntec’s broader range of services. We would greatly appreciate the opportunity to drop by City Hall and include IOP in the roadshow!

If you are available and interested, could one afternoon on 4/22 or 4/23 work? Thank you!

Kind regards,

Philip Slagle, PE (SC)

PARKING SPACE ADJUSTMENTS

EXISTING: 10 SPACES
INITIAL CONCEPT: 8 SPACES
NEW CONCEPT: 20 SPACES
2 ACCESSIBLE SPACES

Parking space size = 9' wide x 19.5' long per SCDOT standards

Wheel stops added to all spaces to keep vehicles from encroaching on sidewalk

Striped loading zone for Dinghy deliveries

Striped loading zone for Isle of Palm trash collection

Remove 3 existing parallel spaces and replace with perpendicular spaces per discussion

Palm trees to be removed

White edge line at 11' offset from center of road, connecting to curb at intersection

Palm tree removal to be evaluated

Tie to existing sidewalk adjacent to exiting accessible ramp

Additional 5 perpendicular spaces, remove wood posts and rope fence

5 perpendicular spaces as previously shown

Tree to be removed

2 accessible spaces with landing area per discussion

S-7 (JC LONG BOULEVARD)

L-889 (OCEAN BOULEVARD)

8' sidewalk except in front of Dinghy per property owner discussion

White metal fence to match existing fence with openings for driveway and parking lot ped connection

Utility pole to be evaluated for removal per property owner discussion

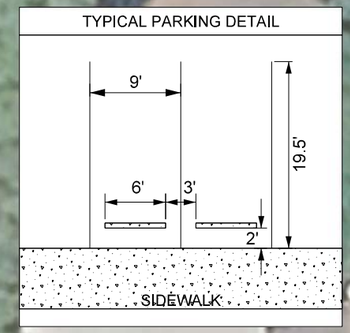
Sidewalk goes around existing deck ramp

5' wide sidewalk per property owner discussion

Sidewalk goes around existing utilities

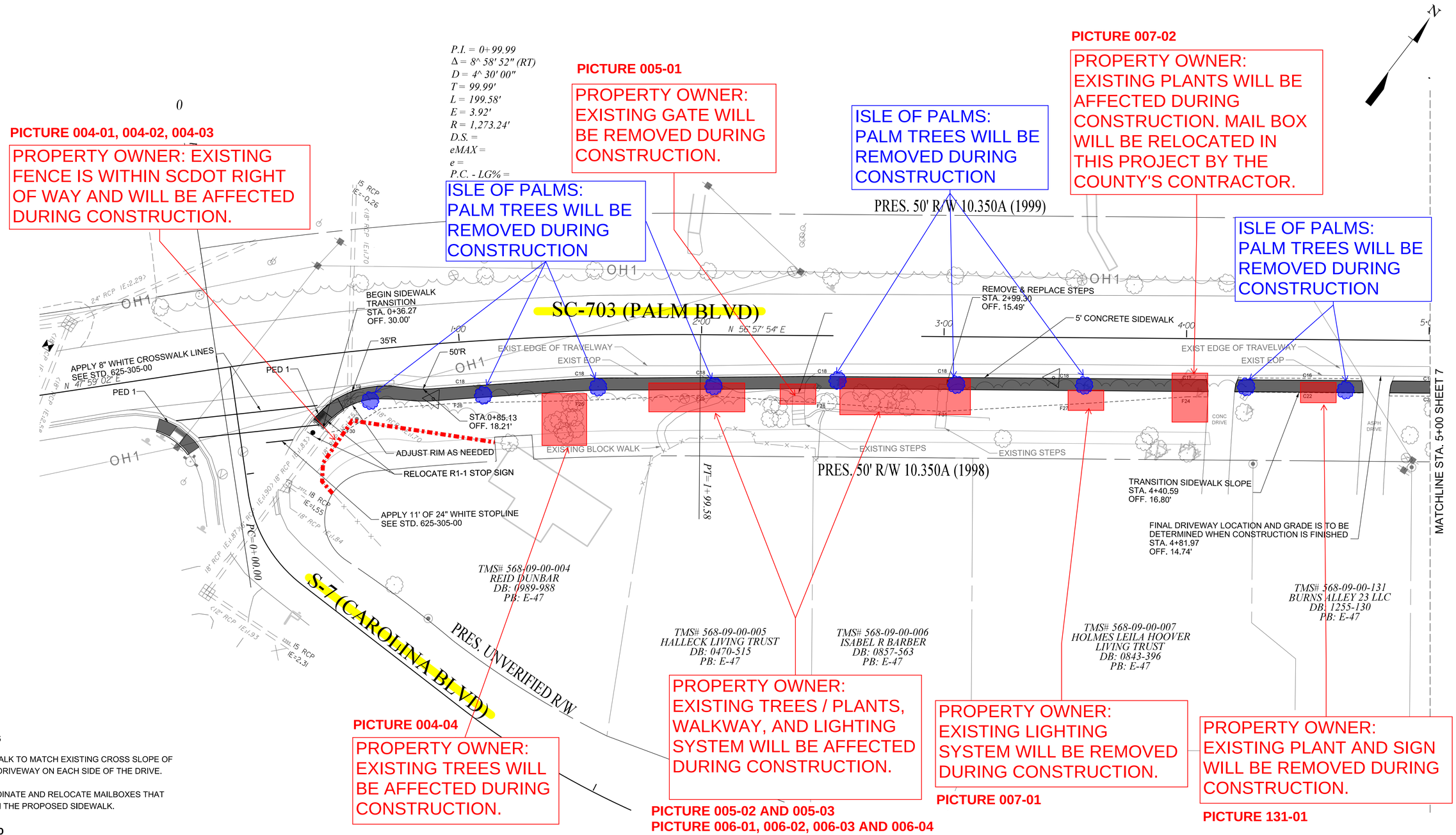
Additional 10 spaces plus 2 accessible spaces per discussion

Existing 8' sidewalk per aerial



JC LONG BLVD SIDEWALK
2/18/2026
Scale: 1" = 30'

FED. RD. DIV. NO.	STATE	COUNTY	PROJECT ID	ROAD/ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	CHARLESTON		PALM BOULEVARD	4	8



NOTES

1. SIDEWALK TO MATCH EXISTING CROSS SLOPE OF EACH DRIVEWAY ON EACH SIDE OF THE DRIVE.
2. COORDINATE AND RELOCATE MAILBOXES THAT ARE IN THE PROPOSED SIDEWALK.

LEGEND

CONCRETE SIDEWALK

CONTRACTOR TO CONSTRUCT PEDESTRIAN RAMPS PER

PED 1 STD. DWG. 720-951-11 WITH DWS

0 10' 20' 40'
SCALE: 1" = 20'

A. MORTON THOMAS AND ASSOCIATES, INC.
4105 FABER PLACE DRIVE, SUITE 120
NORTH CHARLESTON, SC 29405
(843)-608-8902 • COA NO. 5223
WWW.AMTENGINEERING.COM

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
5			
4			
3			
2			
1			

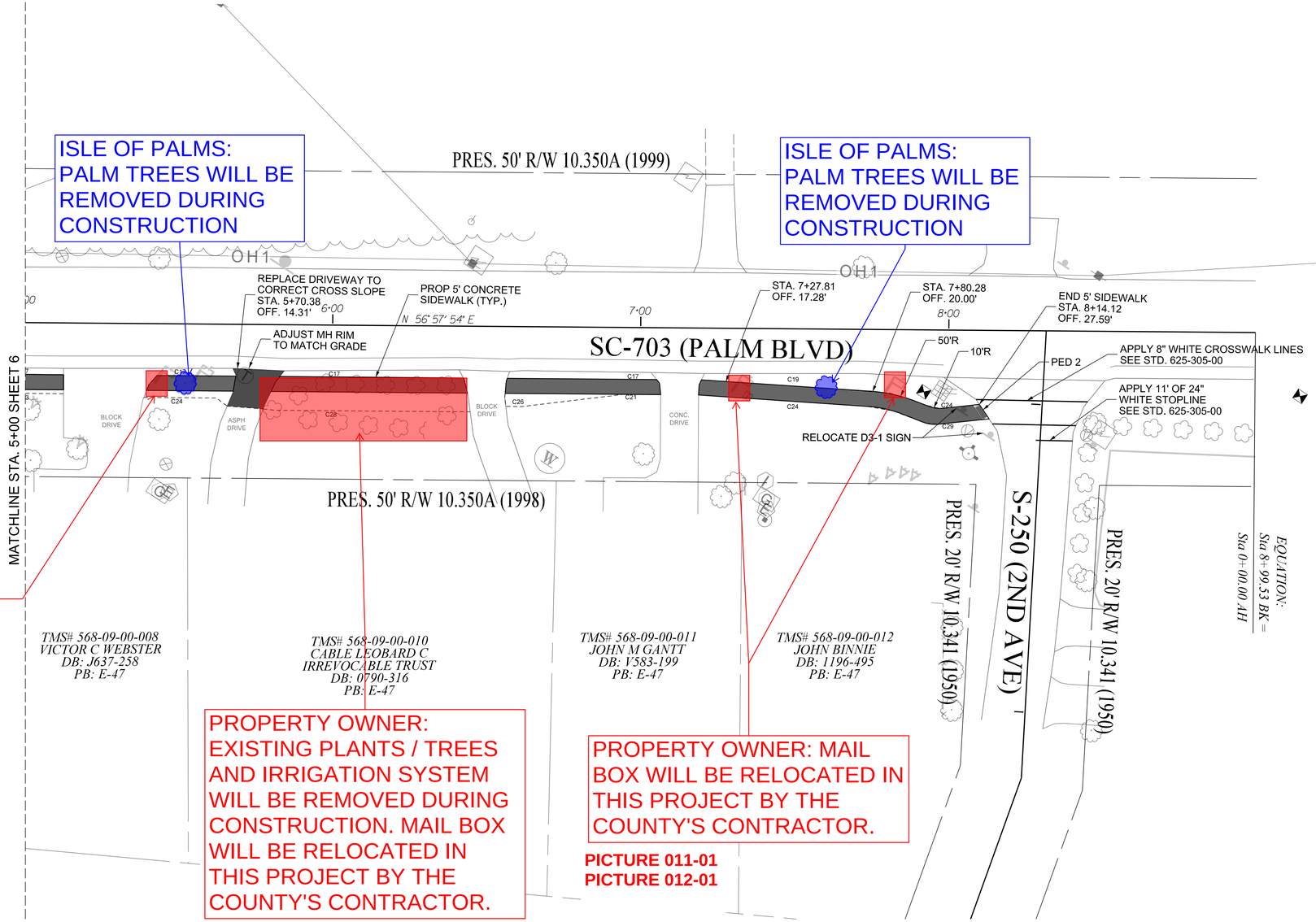
CHARLESTON COUNTY
DEPARTMENT OF PUBLIC WORKS
CHARLESTON COUNTY, SC

PLAN SHEET

SCALE: 1" = 20' DWG. NO.: 6

X:\Charleston\23-0615.002 - Palm Blvd Sidewalk Project\05-CAD\Working Files\Sheets\Palm_Blvd_Sidewalk_Plan_Sht.dgn
caiello
11/18/2025

FED. RD. DIV. NO.	STATE	COUNTY	PROJECT ID	ROAD/ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	CHARLESTON		PALM BOULEVARD	5	8



PROPERTY OWNER: MAIL BOX WILL BE RELOCATED IN THIS PROJECT BY THE COUNTY'S CONTRACTOR.

PICTURE 008-01

PROPERTY OWNER: EXISTING PLANTS / TREES AND IRRIGATION SYSTEM WILL BE REMOVED DURING CONSTRUCTION. MAIL BOX WILL BE RELOCATED IN THIS PROJECT BY THE COUNTY'S CONTRACTOR.

PICTURE 010-01 AND 010-02

PROPERTY OWNER: MAIL BOX WILL BE RELOCATED IN THIS PROJECT BY THE COUNTY'S CONTRACTOR.

PICTURE 011-01
PICTURE 012-01

NOTES

1. SIDEWALK TO MATCH EXISTING CROSS SLOPE OF EACH DRIVEWAY IN EACH SIDE OF THE DRIVE.
2. DRIVEWAY AT STA. 5+70.38 SHALL BE REPLACED AT 2% SLOPE FROM THE EDGE OF ROAD TO ONE FOOT PAST THE BACK OF WALK AND THEN TRANSITION TO EXISTING. SEE CROSS SECTIONS FOR DETAIL.
3. COORDINATE AND RELOCATE MAILBOXES THAT ARE IN THE PROPOSED SIDEWALK.

LEGEND

CONCRETE SIDEWALK

CONTRACTOR TO CONSTRUCT PEDESTRIAN RAMPS PER

PED 2 STD. DWG. 720-969-11 WITH DWS

0 10' 20' 40'

SCALE: 1" = 20'

A. MORTON THOMAS AND ASSOCIATES, INC.
4105 FABER PLACE DRIVE, SUITE 120
NORTH CHARLESTON, SC 29405
(843)-608-8902 • COA NO. 5223
WWW.AMTENGINEERING.COM

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
5			
4			
3			
2			
1			

CHARLESTON COUNTY
DEPARTMENT OF PUBLIC WORKS
CHARLESTON COUNTY, SC

PLAN SHEET

SCALE: 1" = 20' DWG. NO.: 7

X:\Charleston\23-0615.002 - Palm Blvd Sidewalk Project\05-CAD\Working Files\Sheets\Palm_Bvld_Sidewalk_Plan_Sht.dgn
caiello
11/18/2025



PICTURE 004-01

BLACK FENCE WILL BE AFFECTED DURING CONSTRUCTION.



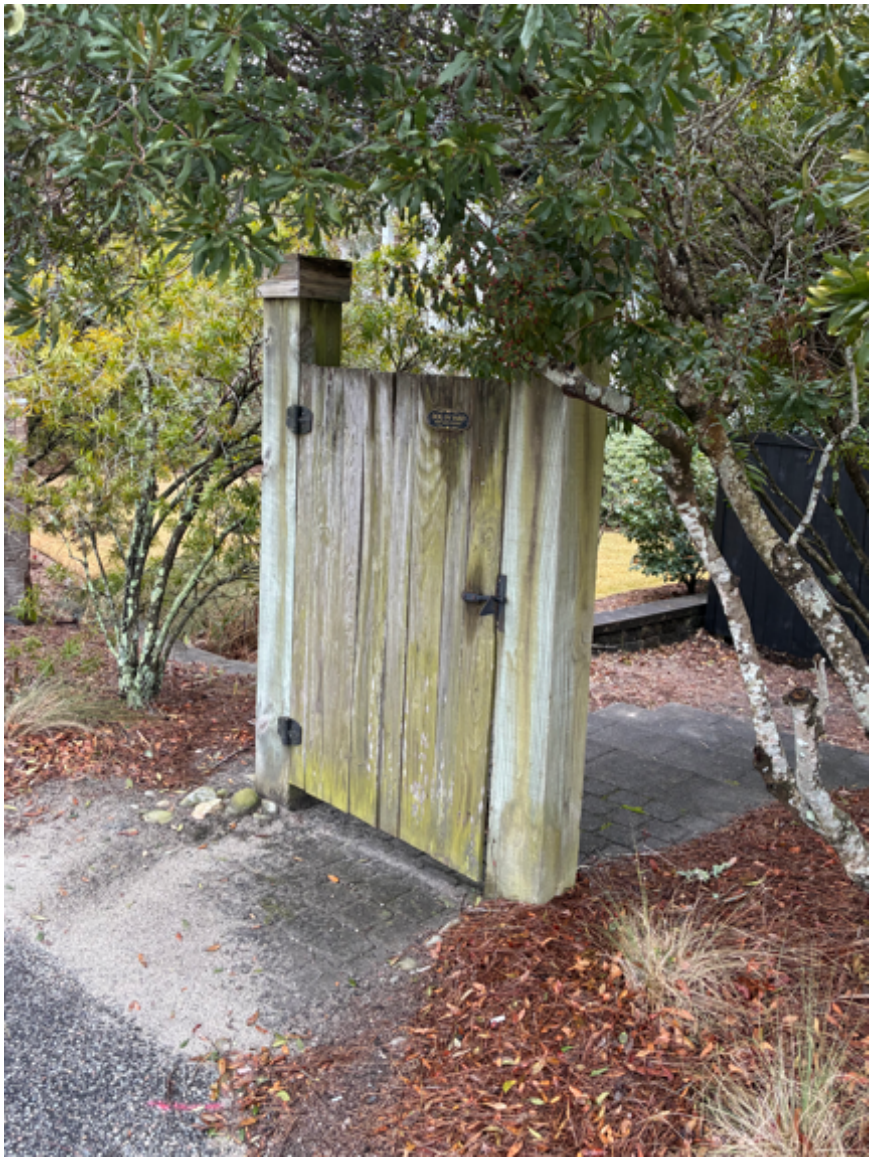
PICTURE 004-02



PICTURE 004-03



PICTURE 004-04



PICTURE 005-01: EXISTING GATE



PICTURE 005-02: EXISTING TREES / PLANTS, PAVER WALKWAY, LIGHTING AND IRRIGATION SYSTEM



PICTURE 005-03: EXISTING TREES / PLANTS, LIGHTING AND IRRIGATION SYSTEM



PICTURE 006-01: EXISTING PLANTS / TREES AND LIGHTING SYSTEM



PICTURE 006-02: EXISTING PLANTS / TREES AND LIGHTING SYSTEM



PICTURE 006-03: EXISTING PLANTS / TREES AND WALKWAY



PICTURE 006-04: EXISTING PLANTS



PICTURE 007-01: EXISTING LIGHTING SYSTEM



PICTURE 007-02: EXISTING PLANTS / TREES, IRRIGATION SYSTEM, AND MAIL BOX



PICTURE 131-01: EXISTING PLANT AND SIGN



PICTURE 008-01: EXISTING MAILBOX



PICTURE 010-01: EXISTING MAILBOX



PICTURE 010-02: EXISTING PLANTS / TREES AND IRRIGATION SYSTEM



PICTURE 011-01: MAIL BOX



PICTURE 012-01: MAIL BOX

Entry #: 39 - Kyle Busey **Status:** Submitted **Submitted:** 1/14/2026 2:28 PM

Name

Kyle Busey

Phone

(843) 452-4833

Email

carolinasaltsurflessons@gmail.com

Business Name

Carolina Salt LLC

Business License Address

1750 signal point road, unit 730, CHARLESTON, South Carolina 29412

Location where lessons will be provided

6th avenue public beach access

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

Yes

Copy of CPR Certification

Kyle Busey CPR,Lifeguard, First aid.pdf
9.6 KB

Copy of First Aid Certification

Kyle Busey CPR,Lifeguard, First aid.pdf
9.6 KB

Copy of Lifeguard Certification

Kyle Busey CPR,Lifeguard, First aid.pdf
9.6 KB

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

Insurance City of Isle of Palms.pdf
63.3 KB

Please download the Surf Instructor Indemnification Agreement by CLICKING HERE

This needs to be signed by the surf instructor and two witnesses.

Completed Surf Instructor Indemnification Agreement

surfer indemnification.pdf
0.5 MB

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

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

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

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

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

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

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

(g) Surf instruction providers may not solicit for students on the beach, beach accesses, public parking lots, or the Breach Inlet Bridge parking lot.

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

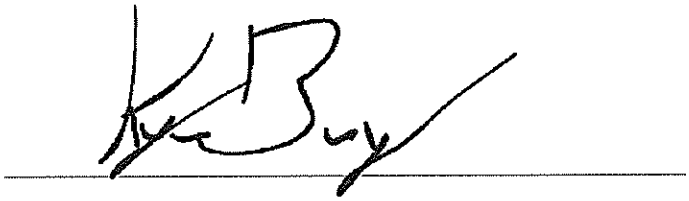
(i) Surf instruction providers shall execute an indemnification agreement to be submitted with the application.

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

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

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

Signature



Date

1/14/2026

American Red Cross

American
Red Cross

Certificate of Completion

Kyle Busey

has successfully completed requirements for

Lifeguarding (Including Deep Water) with CPR/AED for Professional Rescuers and First Aid

conducted by

Business and Support Services Division Headquarters, U.S. Marine Corps (dba Marine Corps Community Services (MCCS))

Date Completed: **01/30/2025**
Valid Until: **01/30/2027**

Certificate ID: 01QA07R

To verify, scan code or visit: https://www.redcross.org/take-a-class/qrcode?certnumber=01QA07R

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SCU - Outfitters & Guides	
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-877-783-1161	FAX (A/C, No): 1-260-459-5502
	E-MAIL ADDRESS: OandG@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	38970
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Carolina Salt Surf Lessons, LLC
DBA: Charleston Paddle Board Co.
1111 Oak Crest Dr
Charleston, SC 29412
A Member of the Sports, Leisure & Entertainment RPG

COVERAGES **CERTIFICATE NUMBER:** W02972176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC X OTHER: MEMBER	X		M1RPA0000550378300	05/16/2025 12:01 AM EDT	05/16/2026 12:01 AM	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS – COMP/OP AGG	$1,000,000
							PROFESSIONAL LIABILITY	
							BODILY INJURY TO PARTICIPANTS	
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bicycle Rental - Non Stand-Alone, Paddling/Paddleboarding (includes stand-up paddleboarding), Retail Sales (must be 80% or less of total revenues), Surfing
Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Isle of Palms 1207 Palm Blvd, PO Box 508 Isle of Palms, SC 29451 (Owner, Manager or lessor of the premises)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Pritchard

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of 2026, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation ("City"), and Kyle Busey ("Instructor").

WHEREAS The Instructor was approved by City Council to operate a business on the public beach pursuant to Section 7-3-20(c) of the City Code; and

WHEREAS the parties hereto desire to enter into this Agreement to set forth the exact insurance and indemnification duties and obligations of the instructor to be able to provide services on the beach pursuant to the instructor's application and City Council's approval.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, the instructor agrees as follows:

1. INSURANCE. The instructor agrees to maintain comprehensive general liability insurance coverage in an amount not less than $1,000,000.00 that names the City of Isle of Palms as an additional insured.

2. INDEMNIFICATION. The Instructor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with The Instructor's performance of the work under this Agreement.

WITNESS:

AJ Feilmeier

(#1 as to the instructor)

Daniel Reagan

(#2 as to the instructor)

INSTRUCTOR:

By: Kyle Busey

Title: Owner

DEPARTMENT REVENUE AND EXPENDITURE REPORT FOR CITY OF ISLE OF PALMS

3/26/2026

Vendors	Building IT	Court IT	Fire IT	General IT	Police IT	Public Works IT	Recreation IT	Telephone & Cable	Grand Total
ADAMS TAX FORM HELPER				155.00					155.00
ADOBE.COM			119.94	5,376.91	994.56				6,491.41
ALPHACARD			48.50		48.50				97.00
AMAZON.COM	92.64	259.89	1,347.80	291.86	3,275.34	313.06		266.86	5,847.45
ANDREWS TECHNOLOGY HMS, INC.	982.44		4,611.74	3,661.97	5,033.26		2,618.49		16,907.90
APPLE ONLINE				239.59					239.59
AXON ENTERPRISE, INC.					964.72				964.72
BEST BUY					534.06				534.06
BS&A SOFTWARE				12,444.00					12,444.00
CANVA					149.90				149.90
CAROLINA ADVANCED DIGITAL, INC					4,054.80				4,054.80
CAROLINA COMM			1,433.60				1,839.68		3,273.28
CHARLESTON COUNTY			5,841.72		784.80			67,549.80	74,176.32
CHARLESTON COUNTY CONSOLIDATED 911					2,310.11				2,310.11
CHRISTOPHER AARON SANDERS					21.79				21.79
CIVICPLUS, LLC				781.14					781.14
COMCAST CABLE								18,385.32	18,385.32
COR VC3 INVOICE_EMAIL MIGRATION				32,152.10					32,152.10
DELL	827.29								827.29
DIVERSE COMPUTING, INC.					3,270.00				3,270.00
DROPBOX, INC				216.91					216.91
FIRST ARRIVING			3,653.60		771.47				4,425.07
FLEXSPACE	1,141.42			1,500.88					2,642.30
GEOTHINQ	1,628.57								1,628.57
GLOBALSTAR USA								1,389.14	1,389.14
GUARDIAN ALLIANCE TECHNOLOGIES, INC					2,360.00				2,360.00
HOME TELECOM								2,892.81	2,892.81
HUBER & ASSOCIATES, INC.					750.00				750.00
ID WHOLESALER				261.47					261.47
IDI					2,925.59				2,925.59
IMAGE TREND INC.			3,858.75						3,858.75
JOSEPH TUMMINELLI					71.87				71.87
KAHOOT! ASA					104.51				104.51
LEADS ONLINE					6,122.00				6,122.00
LEXIPOL					5,380.47				5,380.47
MICROSOFT					99.00				99.00
MINT MOBILE								181.99	181.99
MINUT				129.84					129.84
MOTOROLA SOLUTIONS			486.43						486.43
MYGOV					3,528.00				3,528.00
NEOGOV				4,331.25					4,331.25
NETCERTPRO			87.50		87.50	486.25	1,088.00		1,749.25
NEWEGG BUSINESS					2,321.67				2,321.67
NICHOLSON BUSINESS SYSTEMS					3,990.00				3,990.00
OFFICE DEPOT - CORPORATE ACCOUNT	28.03			219.94	50.13				298.10
OTTERBOX.COM			58.83						58.83
PACE SYSTEMS INC.					7,440.00				7,440.00
POWER DMS, INC.					4,086.58				4,086.58
RCL DECKARD TECH RENTALSCAPE SOFTWARE	53,025.00								53,025.00
REGISTER.COM					46.17				46.17
ROK BROTHERS INC.			1,792.77						1,792.77
SC DEPARTMENT OF REVENUE				23.53					23.53
SCHNEIDER ELECTRIC CSSP			4,625.35		4,625.36				9,250.71
SEGRA								49,062.34	49,062.34
SHUTTERSTOCK				31.61					31.61
SKYLINE TECHNOLOGY SOLUTIONS								3,780.00	3,780.00
SONITROL SECURITY SYSTEMS			2,081.40		454.80				2,536.20
STAPLES ADVANTAGE	132.32				87.18				219.50
SURVEYMONKEY.COM			510.12	1,556.52	327.00				2,393.64
SYNERION				4,500.00					4,500.00
TARGET	63.74								63.74
TARGET SOLUTIONS LEARNING			5,478.61						5,478.61
THE UPS STORE #3809							21.91		21.91
T-MOBILE						114.43		15,319.80	15,434.23
TO RECORD GASB 96 SUBSCRIPTION SBITA			(11,728.00)	(26,538.00)			(12,117.00)		(50,383.00)
TRACFONE								23.26	23.26
TRANSUNION RISK AND ALTERNATIVE					1,597.89				1,597.89
VC3, INC.			6,428.46	247,014.79	3,736.99				257,180.24
VECTOR SOLUTIONS			8,467.67						8,467.67
VERIZON WIRELESS								26,366.56	26,366.56
VERMONT SYSTEMS, INC.							12,427.11		12,427.11
VIRTUAL ACADEMY					2,250.00				2,250.00
WALMART						86.11			86.11
WEATHER.COM					32.69				32.69
ZOOM VIDEO COMMUNICATIONS INC					191.73				191.73
Grand Total	**57,921.45**	**259.89**	**39,204.79**	**288,351.31**	**74,880.44**	**999.85**	**5,878.19**	**185,217.88**	**652,713.80**
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