

**COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF ISLE OF PALMS, D/B/A THE
ISLE OF PALMS WATER AND SEWER COMMISSION**

RFP #2025-01

**REQUEST FOR PROPOSALS (RFP) FOR A
LEASE OF PROPERTY IN WILD DUNES AT
70 MORGAN PLACE DRIVE
ISLE OF PALMS, SC 29451
TMS# 604-00-00-031**

The Commissioners of Public Works of the City of Isle of Palms d/b/a the Isle of Palms Water and Sewer Commission (“IOPWSC”) is accepting sealed proposals from prospective tenants for the lease of IOPWSC property located in Wild Dunes at 70 Morgan Place Drive, Isle of Palms, SC, identified by Charleston County TMS# 604-00-00-031 (the “Property”). This RFP is subject to the following requirements.

1. Sealed proposals are due before 2:00 PM ET, May 1, 2025, and must be submitted on the Proposal Form attached hereto. The outside of the envelope shall be marked “RFP #2025-01”. The proposer is responsible for the timely delivery of its proposal.
2. All proposals must be addressed and timely delivered to:

**Isle of Palms Water and Sewer Commission
Attn: Chris Jordan, General Manager
1300 Palm Boulevard
Isle of Palms, SC 29451**
3. This RFP must be initialed on each page and returned with your proposal. IOPWSC will mark the time and date each package is received. Proposals that do not conform to the RFP requirements will not be accepted.
4. The sealed bids shall be opened at the IOPWSC office at 2:00 PM ET, May 1, 2025. The proposals will be made available to the public, upon request, after an award, if any.
5. All proposals shall be for the lease of the Property “AS IS, WHERE IS,” in its existing condition, without any representation regarding the Property’s condition, environmental or otherwise.
6. To the extent permitted by applicable zoning and other land use laws of the City of Isle of Palms and use restrictions imposed by the Wild Dunes Community Association, the Property may be leased for a parking lot, storage area or other similar outdoor use that does not require any permanent, enclosed, vertical construction on the Property.
7. All proposals shall include a preliminary layout for the use of the Property. Such layout shall be prepared by an architect or engineer and shall indicate details of the lot, the number and designation of parking spaces, and access thereto. Any proposal that does not contain such lot layout and permitted uses shall be rejected by IOPWSC.
8. The proposer is responsible for assuring that its intended use of the Property complies with all applicable laws, rules, regulations, covenants and restrictions.

9. All proposals must include a deposit of at least \$5,000, as earnest money, payable to IOPWSC made by certified check, money order, or cashier's check, which earnest money deposit shall be applied to the first year lease price if the proposer's proposal is accepted by IOPWSC. Any unsuccessful proposer's deposit will be returned without interest within 30 days of the public opening.
10. The successful proposer acknowledges the award in no way transfers ownership of the Property to it. The award is subject to all rights-of-way, easements, restrictions of record, other matters affecting title whether recorded or not and to any and all governmental laws and ordinances applicable to the Property.
11. The successful proposer will be subject to future real estate taxes, special assessments, or charges, which may be due to the City of Isle of Palms or Charleston County.
12. The award will be subject to the terms of a lease agreement executed by the parties, substantially in the form attached hereto as EXHIBIT A (the "Lease").
13. The minimum initial annual rent shall be at least \$125,000.00. The minimum annual rent escalation shall be the greater of 3% or the annual Consumer Price Index as quoted by the United States Bureau of Labor Statistics for each year during the term of this Lease.
14. The initial term of the lease shall be up to seven (7) years. The lease may be renewed for additional periods, subject to the mutual agreement of the parties.
15. IOPWSC reserves the right to waive any irregularities in proposals submitted to it. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all proposers.
16. IOPWSC may accept the proposal most advantageous to it, as determined by IOPWSC in its sole discretion. IOPWSC reserves the right to reject any and all proposals in its sole discretion in determining the proposal most advantageous to it.
17. IOPWSC reserves the right, as provided by law, to negotiate with the finalists and to call for best and final offers.
18. IOPWSC staff will evaluate proposals. Evaluations will be based on criteria outlined herein, which shall be weighted by IOPWSC in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting:

| | | |
|----|------------------------------|-----|
| a) | Lot usage | 20% |
| b) | Exceptions noted in proposal | 20% |
| c) | Annual Rental Rates | 60% |

RFP #2025-___ PROPOSAL FORM

Proposer: _____

Proposer's Agent/Representative: _____

Address: _____

Date: _____

Telephone #: _____

Email: _____

The undersigned (hereinafter called the "Proposer"), having inspected the Property owned by IOPWSC, as described in the RFP to which this Proposal is attached, in reliance upon its examination and inspection, hereby offers to lease from IOPWSC the Property (located at 70 Morgan Place Drive, Isle of Palms, SC 29451).

IOPWSC reserves the right in its sole discretion to refuse any and all proposals.

PROPOSAL:

INITIAL ANNUAL RENTAL: \$ _____

ANNUAL RENT ESCALATION: _____

EARNEST MONEY DEPOSIT: \$ _____

EXCEPTIONS TO RFP: _____

The Proposer hereby offers to lease the Property for the amounts proposed, upon the terms and conditions set forth in this Proposal, incorporating the RFP and Lease terms, except as specifically noted above.

Upon acceptance of this Proposal by IOPWSC, the Proposer will be required to execute the Lease. Any exceptions to the Lease should be included in the Proposer's proposal and will be at IOPWSC's sole discretion as to acceptability.

Prior to the Proposal opening date, the proposers shall have the right to enter upon and inspect the Property, subject to the agreement of indemnification as set forth in EXHIBIT B attached hereto, and to have the same tested for hazardous substances and otherwise make such physical inspections and analysis as the Proposer shall deem necessary or appropriate.

As part of its proposal submission, the Proposer shall sign EXHIBIT B acknowledging that it has had an adequate opportunity to inspect and test the Property to be acquired pursuant to the above inspection and testing provision. The Proposer shall have use of the Property after execution of the Lease.

In the event the Proposer defaults hereunder and fails to comply with the terms of this Proposal, the Proposer hereby agrees that the earnest money paid by the Proposer shall be retained by IOPWSC as damages, and IOPWSC may pursue any rights or causes of action available against the Proposer. In the event of default in the performance of any of the obligations of IOPWSC, the Proposer shall be entitled to terminate this Proposal by written notice to IOPWSC and receive a refund of the earnest money, but the Proposer shall otherwise have no further rights against IOPWSC.

This Proposal, the attached RFP, and all exhibits contain all of the terms and conditions of the Proposer's offer to lease the Property, and there are no other written or oral agreements or understandings between the Proposer and IOPWSC about this Proposal or the Property.

EXHIBIT A (Lease Agreement) and EXHIBIT B (Acknowledgement of Inspection and Testing Opportunity) referred to in this Proposal are incorporated herein and made a part hereof.

This Proposal is executed and delivered by the undersigned to IOPWSC as of the date first set forth above on this Proposal.

PROPOSER:

By: _____

Name: _____

Title: _____

EXHIBIT A

LEASE AGREEMENT
(70 Morgan Place Drive)

THIS LEASE AGREEMENT (this "Lease") is made as of the ____ day of _____, 2025, by and between the Commissioners of Public Works of the City of Isle of Palms, South Carolina d/b/a The Isle of Palms Water and Sewer Commission (herein referred to as "Lessor"), and _____ (herein referred to as "Lessee"). Lessor and Lessee may be individually referred to herein as a "Party" or jointly as the "Parties."

WHEREAS, Lessor owns the property located at 70 Morgan Place Drive, Isle of Palms, Charleston County, South Carolina, Tax Map Parcel # 459-02-00-006 (herein referred to as the "Property"); and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Property, to be used by Lessee solely as a [parking] lot, pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Parking Lot Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property for the purpose of operating and maintaining a [commercial parking lot for _____], together with ingress and egress thereto, subject to the terms, conditions and provisions set forth herein.

2. Term. (a) This Lease for Area 1 shall commence on _____, 2025, and continue thereafter for a period of [_____ years], expiring on December 31, 20____, unless otherwise extended by the Parties in writing or earlier terminated, as provided herein.

(b) Unless the parties otherwise agree in writing, any extension beyond the end of the lease term shall be on a month-to-month basis, except holdover rent shall be 150% of the rent for the previous year. All terms herein shall apply to any and all extensions of this Lease, unless the Parties agree otherwise in writing.

3. Rent. Lessee agrees to pay Lessor annual rent in the amount of \$ _____, payable in equal monthly installments, due in advance on or before the first day of each month during the Lease term. Upon execution of this Lease, Lessee shall deliver to Lessor the first month's payment of rent and any pro rata portion for any partial month. Thereafter, rent shall increase by the greater of 3% or the annual Consumer Price Index as quoted by the United States Bureau of Labor Statistics for each year during the initial term and for each year during any renewal term of this Lease. Lessee shall be liable for all costs, charges, fees and expenses relating to the Property and the use thereof.

4. Late Fees. In the event that any rent or any other charges required to be paid by Lessee are not paid in full on or before due date set forth herein, Lessee shall pay Lessor a late fee in the amount of 5% of the past due amount. All amounts not paid when due under this Lease shall accrue interest at the rate of 18% per annum.

5. Permitted Use. Lessee shall use the Property exclusively to operate and maintain a [commercial parking lot for _____]. The Property shall not be used for any other purpose without express written permission from Lessor.

6. No Warranty. Lessee acknowledges and agrees that the Property is being leased by Lessor in its "AS IS" condition with no warranty or guarantee expressed or implied. Lessor makes no representation as to the use or usefulness of the Property for any particular purpose.

7. Compliance with Laws. Lessee shall be responsible, at Lessee's sole cost and expense, for compliance with all laws, rules, regulations, and legal requirements associated with Lessee's use and occupancy of the Property. Lessee shall also be responsible for compliance with all written rules and policies of Lessor with respect to the Property.

8. Construction; Alterations. (a) Lessee shall construct the [parking lot facilities] on the Property in accordance with plans and specifications, as approved in writing by Lessor, at Lessee's sole cost and expense. All construction work shall be performed in a good and workmanlike manner, in compliance with all applicable laws, rules and regulations, and shall be completed free of all liens and encumbrances. The construction of the [parking lot facilities] shall be subject to the following additional requirements:

(b) Subject to Lessor's express prior written approval in each instance, Lessee may make such additional improvements or alterations as are necessary for the operation and maintenance of the [parking lot] on the Property, at its sole cost and expense. At the expiration or earlier termination of this Lease, Lessee shall promptly remove any such improvements and personal property that is not the property of Lessor. All such work for alterations, repairs and removal shall be performed in a good and workmanlike manner at Lessee's sole cost and expense and shall be completed free of all liens and encumbrances. Any property that remains on the Property at the end of the lease term may be removed by Lessor by any means necessary, and Lessor shall not be responsible for the cost of such removal or for any payment to Lessee for its disposal.

9. Maintenance and Repair. Lessee, at its sole cost and expense, shall keep and maintain the Property in good order and condition, free of all debris and trash. Lessee shall be responsible for maintaining all security and keeping the Property well lit. Any and all repairs on the Property shall be timely made by Lessee, in a good and workmanlike manner and in compliance with the standards set forth in all applicable laws, rules and regulations. In addition, prior to commencing any repairs on the Property, Lessee shall obtain all necessary permits and licenses from the appropriate governmental authorities. Lessee shall indemnify, defend, and hold harmless Lessor against any and all liens or claims of liens of any contractor, subcontractor, materialman, laborer, or any other party arising in connection with any such repair or other work relating to the Property. Lessee shall cause any such lien or claims of lien to be released or bonded over to Lessor's satisfaction within ten (10) days after filing thereof. The filing of any such liens or written notice of any such liens or lien rights shall be a default under this Lease.

10. Taxes. Lessee acknowledges that the Property may be subject to ad valorem taxes. Lessee is responsible for making such determination in compliance with all local laws and for paying all applicable taxes arising out of the use and occupancy of the Property imposed by any taxing authority having jurisdiction over the Property. Lessee shall pay all such taxes prior to the date any such taxes are delinquent. Lessee may be required by Lessor to pay or escrow such taxes in advance.

11. Utilities. Lessee shall arrange for, at its sole expense, and pay, when due, any and all charges and costs for electricity, water, sewer, gas, and all other utilities required for the operation of the parking lot, and all such utilities or services shall be in the name of Lessee.

12. Insurance. Lessee, at its sole expense, shall carry and keep in force and effect during the lease term not less than \$2,000,000 of commercial general liability insurance for the Property and \$5,000,000 of excess umbrella coverage for each occurrence, acceptable to Lessor, naming Lessor as an

additional insured against all liability for any property damage or bodily injury to any person based on or arising out of or in connection with the use of the Property by Lessee or any of its agents, employees, licensees, guests or invitees.

13. Liability. (a) Lessee shall be liable to Lessor for any damage to the Property that in the sole discretion of Lessor arises out of or is incurred in connection with Lessee's use of the Property and operation of its business thereon or caused by the negligence or willful or intentional misconduct of its agents, employees, licensees, guests or invitees.

(b) Lessor shall not be liable to Lessee or any of its agents, employees, licensees, guests or invitees for any damage or injury to persons or property. Lessor shall not be liable for any costs, charges, fees or expenses relating to the Property or the use thereof.

14. Indemnity. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all third party claims, losses, costs and expenses (including reasonable attorneys' fees) arising out of any death or bodily injury to persons or damage to property (i) occurring in, on, or about the Property, (ii) caused by the negligence or willful misconduct of Lessee or any of its agents, employees, licensees, guests or invitees, or (iii) resulting from the failure of Lessee to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Lessee.

15. Termination. Unless otherwise extended by the Parties in writing, this Lease shall terminate at the expiration of the lease term identified in Section 2. This Lease shall automatically terminate in the event Lessee ceases to operate the Property for the permitted use.

16. Default. Lessee shall be in breach of this Lease for failure to pay rent when due hereunder or for failure to comply with any other term of this Lease. Upon any such breach or default under this Lease, Lessor may terminate this Lease immediately by giving Lessee written notice of such default.

17. Notices. All notices shall be made in writing and shall be deemed effective upon the following means: (i) personal delivery to the Party to whom they are addressed at such Party's address as set forth on the signature page hereto; (ii) if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified, return receipt requested, to such address; (iii) if sent by a recognized national overnight delivery service with charges prepaid, the date when signed by the Party or its representative at such address; or (iv) if sent by electronic transmission, upon electronic receipt or confirmation of successful transmission when addressed to such Party at its email address set forth on the signature page hereto, or in any of the foregoing cases as addressed to any such Party at such other address as the Parties may hereafter furnish, one to the other, by written notice in such manner as set forth herein.

18. Governing Law; Venue. This Lease shall be governed by and construed under the applicable laws of the State of South Carolina. Venue for any judicial proceeding concerning this Lease shall be the Court of Common Pleas for Charleston County, South Carolina.

19. Severability. If a court of competent jurisdiction determines any provision(s) of this Lease to be illegal, invalid or unenforceable, then this Lease shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal, invalid or unenforceable provision(s) shall be deemed, without further action on the part of any person, to be modified, amended and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

20. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee as to the subject matter hereof, superseding all prior oral or written understandings or negotiations concerning

the Property and the permitted use stated herein. This Lease shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties and their respective successors and assigns.

21. Amendment. This Lease may only be altered or amended in writing and signed by duly authorized representatives of the Parties.

22. Assignment. Lessee may not sublet or assign this Lease, or any interest in this Lease, to any other party without first obtaining express written consent from Lessor. Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties hereto, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Lease.

23. Surrender. Lessee shall, on the last day of the lease term hereof or upon any earlier termination permitted under this Lease, peaceably surrender the Property into the possession of Lessor without delay and in good order, condition, and repair.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first set forth above.

LESSOR:

LESSEE:

**Commissioners of Public Works of
the City of Isle of Palms d/b/a the
Isle of Palms Water and Sewer Commission**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Lessor Notice Address:

Lessee Notice Address:

1300 Palm Boulevard
Isle of Palms, SC 29451
Attn: General Manager
Email: _____

Attn: _____
Email: _____

EXHIBIT B

ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY

THIS ACKNOWLEDGEMENT OF INSPECTION AND TESTING OPPORTUNITY constitutes acknowledgment that pursuant to the provisions of the Request for Proposals and Proposal Form executed by the undersigned Proposer on _____, 2025 (*date of Proposal Form*), the Proposer has had an adequate opportunity to inspect and test the property located at 70 Morgan Place Drive, Isle of Palms, South Carolina (“Property”). The Proposer shall indemnify and hold the Commissioners of Public Works of the Isle of Palms, South Carolina, d/b/a the Isle of Palms Water and Sewer Commission, harmless from any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys’ fees, resulting from injury to person or damage to property resulting from or arising out of the acts, errors or omissions of Proposer, its agents, contractors, or invitees, upon the Property. The Proposer will repair any damages caused by it or its agents, contractors, or invitees to said Property at the Proposer’s sole cost and expense. The Proposer understands and agrees that the Property is being leased in “AS IS, WHERE IS” condition without any representation regarding the Property’s condition, environmental or otherwise.

Date _____

PROPOSER:

By: _____

Its: _____