



Town of *Kiawah Island*

Mayor

John. D. Labriola

Council Members

F. Daniel Prickett
Maryanne Connelly
John Moffitt
Scott M. Parker, MD

Town Administrator

Stephanie Monroe Tillerson

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

February 28, 2022; 3:00 pm

AGENDA

- I. Call to Order:**
- II. Pledge of Allegiance**
- III. Approval of Minutes:**
 - A. Ways and Means Committee Meeting of January 24, 2022** [Tab 1]
- IV. Old Business:**

None
- V. New Business:**
 - A. Consideration and Recommendation to Town Council for Approval of the Tidal Trails Franchise Agreement** [Tab 2]
 - B. Consideration and Recommendation to Town Council for Approval of the Proposal from Biohabitats for the Marsh Management Plan** [Tab 3]
 - C. Consideration and Recommendation to Town Council for Approval of the Agreement with Kimley-Horn for the Kiawah Island Parkway at Beachwalker Drive Intersection Design** [Tab 4]
- VI. Chairman's Report:**
- VII. Treasurer's Report:**
 - A. Fiscal Year 2022-2023 Budget Discussion - Revenues** [Tab 5]
- VIII. Committee Member's Comments:**
- IX. Adjournment:**



WAYS AND MEANS

Agenda Item

TAB 1

III. Approval of Minutes

A. Ways and Means Committee Meeting of January 24, 2022

Town of Kiawah Island
WAYS & MEANS COMMITTEE MEETING
Municipal Center Council Chambers
January 24, 2022; 3:00 pm

MINUTES

- I. Call to Order:** *Chairman Prickett called the meeting to order at 3:00 pm.*
- II. Pledge of Allegiance**
- III. Roll Call:**
- Present at the meeting:** Dan Prickett, *Chairman*
John D. Labriola, *Mayor*
Maryanne Connelly, *Committee Member*
John Moffitt, *Committee Member*
- Absent:** Dr. Scott Parker, *Committee Member*
- Also Present:** Stephanie Tillerson, *Town Administrator*
Dorota Szubert, *Town Treasurer*
Petra Reynolds, *Town Clerk*
Rob Edgerton, *Barrier Island Ocean Rescue*
Michael Sosnowski, *Barrier Island Ocean Rescue*
- IV. Approval of Minutes:**
- A.** Ways and Means Committee Meeting of December 7, 2021
- Committee Member Connelly made a motion to approve the minutes of the December 7, 2021 Ways and Means Committee meeting. Committee Member Moffitt seconded the motion, and it was unanimously passed.*
- B.** Ways and Means Committee Special Call Meeting of January 10, 2022
- Committee Member Moffitt made a motion to approve the minutes of the January 10, 2022 Special Call Ways and Means Committee meeting. Committee Member Connelly seconded the motion, and it was unanimously passed.*
- V. Citizens' Comments: (Agenda Items only)**
None
- VI. Old Business:**
None
- VII. New Business:**
- A.** Review and Recommendation to Town Council for Approval of the Contract with Barrier Island Ocean Rescue

Ms. Tillerson stated that the Town currently contracts with Barrier Island Ocean Rescue to provide Beach Patrol and Code Enforcement services in separate contracts. With the contract for Beach Patrol expiring, the Town posted a Request for Proposals (RFP) for the combined services.

The only bid proposal was from the Barrier Island Ocean Rescue (BIOR). With a substantial increase in services costs, staff met with BIOR to discuss the proposal amount to understand the increase better and obtain alternative options.

Mr. Sosnowski presented a presentation that provided an overview of the history of the services that have been provided and the advantages of combining the Beach Patrol and Code Enforcement services. He reviewed qualifications earned since the last contract bid in 2017 and the service enhancements.

In the RFP, Town Staff identified the following factors:

- Summer season seemingly starting earlier every year
- The dramatic increase in beach activity since 2017
- The need for more ordinance enforcement and a continuous presence from a TOKI Enforcement Officer.

Mr. Sosnowski reviewed the additional services requested in the RFP:

- “Peak Season” beginning Easter Weekend rather than Memorial Day Weekend
- An additional Beach Patrol/Code Enforcement “Flex” position operating 24 hours per day, year-round.
- An additional Code Enforcement Officer on weekend days during the “Peak Season.”

Mr. Sosnowski presented a service comparison of the cost of existing services and additional requested services for both Beach Patrol and Code Enforcement, the combined cost for both services, and the significant factors in the increased costs.

- | | |
|---------------------|----------------|
| • Existing Service | \$609,345.00 |
| • Service Requested | \$1,195,280.00 |

Also presented were alternative options:

- | | |
|---|----------------|
| • Option 1 – No Change – contracts remain separate | |
| ◦ Beach Patrol – New contract | \$522,600.00 |
| ◦ Code Enforcement – Current contract extended | |
| • Option 2 –Keep "Flex" but reduce peak and weekend staffing | |
| ◦ Combined contract | \$1,023,214.00 |

Committee members engaged in an in-depth discussion of the services provided in each option, cost comparisons, and funding sources.

Mr. Harris stated that after the bid closing, there were several discussions with staff on the proposal cost. When considering the option available and the short time he had been working for the Town, extending the Code Enforcement contract for the additional year would provide the time necessary for him to do a complete assessment of the call volume.

Ways and Means Committee Members, Ms. Tillerson, Mr. Sosnowski, and Mr. Edgerton engaged in an in-depth discussion of the combined Beach Patrol/Code Enforcement proposal as submitted, variations of the combined proposal submitted, and the option to leave the contracts separate at this time to allow time to assess the Code Enforcement services needed.

Following the discussion, Committee Members agreed to the Beach Patrol services proposal but asked that staff continue working with Committee Members and BIOR to provide the requested schedules or additional contract options to keep the contracts together.

Mayor Labriola made a motion to direct staff and Councilmembers to work together with BIOR to work out a solution to provide a better understanding of the contract before the February 1st Town Council meeting. Committee Member Connelly seconded the motion, and it was unanimously passed.

VIII. Chairman's Report:

None

IX. Treasurer's Report:

A. Budget Report for the First Six Months Ended 12/31/2021

Ms. Szubert presented the Town's Balance Sheet as of December 31, 2021, and Budget to Actual Report for the first six months. The Budget to Actual Report is compiled on a cash basis, and all the funds are consolidated.

As of December 31, 2021, the Town's governmental funds combined have an ending fund balance of approximately \$24.9M, an increase of approximately \$2M from June 30, 2021. Of this amount, approximately 51%, or \$12.8M, is available for spending at the Town's discretion (unassigned fund balance).

Overall, for the first six months, the Town's revenues of \$5.8M are \$3.9M, or 50% higher than budgeted. Due to continuous uncertainties related to the COVID-19 pandemic, the Town Council adopted the FY2022 budget with conservative revenue projections based on pre-pandemic levels from FY2019. However, all revenues generated by tourist activity exceeded the budget, and these positive variances are projected to carry forward throughout the year. Additionally, the building permits revenue has spiked with the increased number of construction projects this year. This year, the Building department has issued 1570 permits compared to 1034 for the first six months last fiscal year and 987 for FY2019.

With 50% of the year lapsed at the end of December, expenditures to date are approximately \$3.8M, or 44% of total budgeted expenditures and approximately \$24K less than budgeted. The majority of expenses are reasonable and in line with the budget. The positive variances relate mostly to timing in billing. Two-line items, salary adjustments, and the donation to MUSC's new facility were not budgeted and will carry a negative variance throughout the year.

X. Citizen Comments:

None

XI. Committee Member's Comments:

None

XII. Adjournment:

Chairman Prickett adjourned the meeting at 4:07 pm.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date



WAYS AND MEANS

Agenda Item

TAB 2

V. New Business

A. Consideration and Recommendation to Town Council for Approval of the Tidal Trails Franchise Agreement

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**FRANCHISE AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND WATERSPORTS UNLIMITED, LLC
dba TIDAL TRAILS**

AGREEMENT, entered into this 1st day of March 2022, by and between the **TOWN OF KIAWAH ISLAND** (hereinafter the “Town”) and **WATERSPORTS UNLIMITED, LLC dba TIDAL TRAILS** (hereinafter the “Franchisee”).

WHEREAS, the Franchisee, which maintains a business address at 1905 Edwins Crossing, Johns Island, South Carolina, 29455, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the below defined beach area, certain commercial activities, specifically, the leasing only of those items listed in **Exhibit “A”** of this agreement.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. TERM:

This agreement shall be for a three-year term commencing on the 1st day of March 2022 and expiring on the 28th day of February 2025 with an option of two (2) one (1) year extensions. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.

2. HOURS OF OPERATION:

The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 7:00 AM and 8:00 PM.

3. AREAS OF OPERATION:

By this agreement, the Franchisee is hereby authorized to operate and conduct commercial activities within the Town of Kiawah Island, provided the Franchisee is operations do not extend into the dunes, in the following area:

A. In front of the Sandcastle Community Center (Property Owners Pool)

4. CONDUCT OF OPERATION:

A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of citizens

visiting the beach and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach visitors to be aware of and adhere to Town Beach Ordinances.

- B.** Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee Uniforms must be worn at all times while on duty and must be clean and neat in appearance.
- C.** Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D.** Franchisee and employees shall instruct any potential customers regarding the safe use of any leased water sports equipment.
- E.** Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:
 - (1) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.
 - (2) Surf kayaks shall be stored neatly under or immediately adjacent to the Sandcastle Community Center beach walkover when not in use. Surfboards shall also be stacked neatly when not in use and must be removed from the beach at the end of each day.
- F.** Franchisee and its employees shall strive to avoid interfering with the enjoyment of guests, visitors, property owners, or other persons of the public beach areas within the Town of Kiawah Island. At the request of the Town, Franchisee shall alter or amend its operations whenever the Town determines a substantial interference arises between the private enjoyment of persons on the beach and Franchisee's services.

5. FRANCHISE CONSIDERATION:

During the term of this agreement, including any renewal term, a franchise fee of 3% of the previous year's gross receipts shall be paid by the Franchisee annually to the Town. Said payments shall be made with the renewal of the business license for each franchise year.

6. INSURANCE:

Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and

completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit. Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.

7. INDEMNIFICATION:

- A. Franchisee shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney=s fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- B. Franchisee shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney=s fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Franchisee=s employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

8. NO AGENCY CREATED:

The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Tidal Trails and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The conduct and control of the agents and employees of Tidal Trails, and the methods utilized by Tidal Trails, in fulfilling its obligations hereunder shall lie solely and exclusively with the corporation and its agents, officers, and directors. Franchisee=s employees shall not be considered agents or employees of the Town of Kiawah Island, South Carolina for any purpose. No person employed by Tidal Trails shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.

9. ASSIGNMENT:

Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Administrator and upon approval in writing from the Town Council.

10. EFFECTIVE DATE: This agreement shall be effective March 1, 2022.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

WITNESSES:

TOWN OF KIAWAH ISLAND

By: John D. Labriola
Its: Mayor

TIDAL TRAILS

By: Duane Lapp
Its: Owner

EXHIBIT “A” TO FRANCHISE AGREEMENT

The following is a list of products leased on the beach and in the ocean by the Franchisee.

Floats/Body Boards

Surfboards

Sea Kayaks, Sit-on-top Kayaks

The Franchisee shall take all appropriate and necessary steps to ensure that customers using the above referenced equipment shall utilize the same in a safe manner and at a safe location.



WAYS AND MEANS

Agenda Item

TAB 3

V. New Business

- B. Consideration and Recommendation to
Town Council for Approval of the Proposal
from the Biohabitat Team for the Marsh
Management Plan**



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members

FROM: John Taylor, Jr., Planning Manager

SUBJECT: Comprehensive Marsh Management Plan

DATE: February 28, 2022

BACKGROUND:

Kiawah's salt marsh furnishes wildlife habitat, natural beauty, and recreation opportunities but it also provides critical protection from erosion by reducing wave action. Any negative impact on the salt marsh from rising sea levels, erosion, or irresponsible development, may reduce its effectiveness at protecting Kiawah's highlands. The loss of critical salt marsh would have significant impacts on the island. The Town desires to preserve its marsh and protect the life and property of its residents and property owners by establishing a framework like the Town's Comprehensive Beach Management Plan to guide planning for the protection, restoration, and management of the marsh and marsh islands for Kiawah. In 2019, the Town amended the Comprehensive Plan to include the formalization of a Marsh Management Plan. The development of a Marsh Management Plan will provide better understanding of the uses, benefits, potential impacts, and management options along the marsh front. The Marsh Management Plan will be used as a guide to encourage and establish local development practices, Town ordinances, policies, and capital improvement projects that enhance the quality of life on Kiawah and sustain a critical resource for generations. The Town placed a Request for Qualifications out for the project in January. Whereas six firms showed initial interest, two firms partnered together to develop a comprehensive scope of services responsive to the project goals.

ANALYSIS:

Biohabitats in collaboration with Elko Coastal Consulting has 35+ years of experience in shoreline management projects and plans including community engagement. They exude necessary collaborative experience working with key stakeholders, and by establishing this partnership, the Town can begin the work to deliver a product that addresses risk factors of our largest natural resource. The Town has already committed to several environmental studies for the Island that would contribute to the effectiveness of this plan. This plan will serve great measure in tackling the extensive list of resiliency planning initiatives and recommendations that has derived from the 2018 Flood Mitigation and Sea Level Rise Adaptation Report. Included in the scope of services is the option to memorialize marsh conditions and trends by developing a Story Map, an ongoing interactive tool allowing the public to engage with this process. This is a significant benefit in keeping the community engaged in this process as well as helping to educate our community of the marsh conditions and how the Town is taking a significant role via an adaptive management approach to

protect this asset. In continuing the level of community engagement that our community has experienced with the resiliency planning staff encourages Council to consider the robust planning charette and workshop option. The plan would begin in March 2022 with the final plan to be delivered in September 2022.

ACTION REQUESTED:

Town staff requests that the Ways and Means Committee recommend to Town Council the approval to enter in contract with the Biohabitats Team to prepare a Comprehensive Marsh Management Plan based on the outlined workplan.

BUDGET & FINANCIAL DATA:

The cost for this proposal is \$50,399 and will be secured from the General Fund. With the suggested multi-day planning charette workshop for community engagement, the cost for the proposal is \$61,331.

\$30,000 was budgeted as a placeholder for the Marsh Management Plan within the Environmental Department's budget. The balance of the total project cost would come from contingency.

Scope of Services

1. Biohabitats, in collaboration with Elko Coastal Consulting (Biohabitats Team), will prepare a Comprehensive Marsh Management Plan for the Town of Kiawah Island, in accordance with the Work Plan, Schedule and Fee provided below.
2. The Biohabitats Team will work under the supervision of the Town of Kiawah Island (TOKI) Planning Staff in the development of the Comprehensive Marsh Management Plan (CMMP).
3. The Town of Kiawah Island will provide the following services in support of the Work Plan
 - a. Electronic and paper copies of all relevant reports, maps, plans, etc. from the Kiawah Island stakeholder organizations.
 - b. Promotion, venue, security, food (optional) for the Drop-In and Workshop
4. Scope of services does not include the following:
 - a. Topographic & bathymetric surveys
 - b. Geotechnical and subsurface investigations
 - c. Utility base information or surveys
 - d. Hydrologic and hydraulic modeling
 - e. FEMA Floodplain mapping and permitting
 - f. Identification and remediation of hazardous, toxic or radioactive waste
 - g. Environmental sampling
 - h. Historic and cultural resources assessments
 - i. Physical models
 - j. Professional renderings
 - k. Grant writing and tracking
 - l. Permitting
5. This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

Task 1 - Project Management

- 1.1 Kick-off Meeting with TOKI staff to review scope of work, schedule, invoicing, communication protocols, final deliverables and community engagement strategy including identifying key community stakeholders (residents, community association and town officials, NGOs and regulatory agency personnel)
- 1.2 Immediately following the kick-off meeting, Biohabitats will lead a ½-day marsh tour (via kayaks/canoes and walking) with TOKI staff and invited key community stakeholders. Objectives of the tour include establishing a collective understanding of the marsh/land interface, critical habitat characteristics, recreational & homeowner access needs, town infrastructure & development plans and impending impacts from sea level rise.
- 1.3 Biohabitats will establish a project web-based SharePoint site to facilitate document sharing between Biohabitats and TOKI staff, including postings of, background information, research, relevant current events, project schedule, project deliverables and community engagement feedback. The site would be password protected with controlled user access.

Task 1 Deliverables:

- Project kick-off meeting minutes (PDF)
- SharePoint site

- 1.4 *OPTION 1 - Kiawah Island Marsh Management StoryMap* - In collaboration with TOKI Planning staff, Biohabitats will create an inspiring, immersive GIS based StoryMap by combining text, interactive maps, photographs and other multimedia content. Updated after each Task, the StoryMap will serve as public portal into the planning process, including an interactive component allowing users to submit observations and feedback. It will also serve as an on-going tool to document marsh conditions and trends.

Task 2 - Inventory, Analysis & Synthesis

- 2.1 The Biohabitats Team will collect and review previous studies, historical accounts, plans, data, reports, surveys & maps; Town development standards, polices, future development initiatives and past community surveys; and local, state & federal regulations.

The Biohabitats Team will review and extract relevant information from the following documents:

- Town of Kiawah Island Comprehensive Plan
- 2018 Flood Mitigation and Sea Level Rise Adaptation Report
- Town of Kiawah Island Land Use Planning and Zoning Ordinance
- 2013 Amended and Restated Development Agreement Executed By and Between Kiawah Resort Associates L.P. and the Town of Kiawah Island
- 2010 Executed Development Between Kiawah Island Golf Resort and the Town of Kiawah Island
- 2020 Town of Kiawah Island Beach Management Plan

- 2020 KICA and TOKI Adaptive Management Plan for Kiawah Island, Phase I – Threshold Identification
- Marsh Vulnerability Study
- Kiawah Ground Water Study

2.2 The Biohabitats Team will participate in up to five (5) separate meetings with stakeholder groups to solicit feedback on ideas and expectations regarding future marsh management needs, challenges, and opportunities. These interviews will help the Biohabitats Team determine redundant themes and top priorities for managing the marsh.

2.3 Following the tactics of the VCAPS process, along with the information collected in previous tasks, the Biohabitats Team will:

- Outline the watershed boundaries of the surrounding marshes and their cone of influence
- Identify the overall health and vulnerability of Kiawah marshes
- Identify marsh projected evolution and its impact on wildlife habitat
- Document past & current development patterns, building standards, policies, jurisdictional authorities, and regulation and building practices in relation to their impact to the health and evolution of Kiawah's marshes impacted Kiawah marshes
- Describe current marsh responses to existing hazards and conditions
- Prepare current and future projections of marsh conditions, including known thresholds and projected responses that may emerge under new conditions.
- Identify conflicts and opportunities associated with existing and future development
- Identify non-public and community engagement outreach initiatives
- Perform gap analysis and provide recommendations for how to perform the analysis

Working collaboratively with TOKI staff, The Biohabitats Team will prepare a series of graphics (plans, diagrams, sketches, notes) illustrating the analyses and syntheses of information. These graphics will be used to both document our findings, serve as a foundation for a planning workshop, and to inform the CMMP.

Task 2 Deliverables:

- Draft package of graphics (PDF) (comments will be addressed as part of Task 4.1)
- Brief written summary of information including survey results and sources of information (PDF)

Task 3 - Planning Drop-In & Workshop

3.1 Working collaboratively with TOKI Planning staff, the Biohabitats team will host a half-day community drop-in on Kiawah Island. Invited stakeholders and KI residents will be invited to explore and provide feedback on preliminary marsh management ideas.

3.2 Working collaboratively with TOKI Planning staff, the Biohabitats team will lead a half-day workshop with TOKI, Clemson Cooperative Extension Service, SC Sea Grant Consortium, SC DNR, North Inlet – Winyah Bay National Estuarine Research Reserve, and SC DHEC OCRM to explore and develop effective educational strategies for protecting the Kiawah Island marshes.

3.3 OPTION 2 – In place of Task 3.1, the Biohabitats team, working collaboratively with TOKI Planning staff, will curate a 2-day community driven Planning Charrete on Kiawah Island to explore and develop collective recommendations for the management of Kiawah Island’s marshes. The planning charrette will facilitate robust community stakeholder engagement as well as provide quick field access to the marsh and upland interface to test planning recommendations.

Objectives of the planning charrette include:

- Establish shared set of principles and goals for managing the marsh
- Test out assumptions, challenges and opportunities
- Solicit Community input and feedback on marsh management recommendations
- Develop strategic education messaging

We envision the planning charrette being a 2-day event that would include the following:

- 1st Morning kick-off session with invited key stakeholders
 - TOKI Planning staff and Biohabitats team focused work sessions
 - Afternoon work sessions with key stakeholders
 - Intermittent field trips as needed
 - Afternoon report out to TOKI Planning staff
- 2nd Day late afternoon public presentation on process and draft recommendations

Deliverables for Option 2 will include a brief summary on the outcomes from the charrette (PDF) including drawings and graphics generated during the Charrette (incorporated into Task 4.1)

Deliverables:

- Brief written summary on the outcomes from the drop-in & workshops

Task 4 - Comprehensive Marsh Management Plan

4.1 Leveraging the preliminary recommendations developed during the planning charrette and workshop, the Biohabitats Team will prepare DRAFT CMMP that addresses the following:

- Strategies the Town of Kiawah Island should employ to sustain healthy marshes, including recommendations on how and where marsh management, protection and restoration strategies should be employed across Kiawah Island
- Recommendations on how permitting and approval processes can be improved or streamlined to ensure key balance between development and a healthy marsh environment.
- Recommendations and prioritization on marsh management best practices suitable for Kiawah Island and its unique circumstances.
- Strategies for educational outreach for residents, property owners, commercial establishments and other stakeholders.

The CMMP will be a graphically rich, easy to digest report. It will include a summary of the planning process, the state of the current marsh, projections of future conditions along with recommendations and strategies for responsible development that protects, restores, and regenerates Kiawah Island’s marsh for generations to come. It will include a user-friendly summary pull-out (11X17) of the recommendations that can be shared with community residents, town staff,

policy makers, regulatory agencies, the real estate & development community and recreational enthusiasts.

- 4.2 The DRAFT MMP will be submitted to TOKI staff for distribution, review, and comment. The Biohabitats Team will meet with TOKI Planning staff to review and discuss edits/revisions to the document. The TOKI Planning staff will compile and return to Biohabitats one fully-marked up copy.
- 4.3 The Biohabitats Team will make a presentation to the TOKI Town Council on the CMMP final recommendations.
- 4.4 Addressing the comments from the TOKI staff and public input review, the Biohabitats Team will prepare the FINAL CMMP. A Draft FINAL will be provided to TOKI Planning staff for one last look-see prior to final production and submittal.

Task 4 Deliverables:

- Draft and final CMMP report (20-30 pages; WORD and PDF copy) with pull-out summary
- PowerPoint (up to 40 slides) summarizing the CMMP process and recommendations

SCHEDULE

The Project Schedule outlines an achievable timeframe for carrying out the proposed work as outlined in the Work Plan.

<u>Task</u>	<u>Days from NTP</u>
Task 1 - Project Management	On-Going
Task 2 - Inventory, Analysis & Synthesis	60
Task 3 - Planning Drop-In & Workshop	98
Task 4 - Comprehensive Marsh Management Plan	182
<i>OPTION 1 - Kiawah Island Marsh Management StoryMap</i>	<i>30 days(on-going)</i>
<i>OPTION 2 - Planning Charrette</i>	<i>Completed as part of Task 3</i>

Delays in the schedule due to encumbered site access, and extended Town review and approvals, may result in extending work efforts past due dates and additional fees.

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Services, Work Plan and Schedule specified above. The LUMP SUM fee including expenses to perform this work are as follows.

<u>Task</u>	<u>Lump Sum Fee</u>
Task 1 - Project Management	\$ 4,367
Task 2 - Inventory, Analysis & Synthesis	\$ 13,765
Task 3 - Planning Drop-In & Workshop	\$ 6,205
Task 4 - Comprehensive Marsh Management Plan	<u>\$ 17,137</u>
TOTAL FEE	\$ 41,474

<i>OPTION 1 - Kiawah Island Marsh Management StoryMap</i>	<i>\$ 8,925</i>
<i>OPTION 2 – Planning Charrette (additional cost for Task 3 after subtracting the ½ day Community Drop-In)</i>	<i>\$ 10,932</i>

ADDITIONAL SERVICES

Additional Services will be assessed on a case basis using the following hourly rates:

Labor Classification	Hourly rate
Principal	\$250.00
Project Manager	\$180.00
Senior Professional Staff	\$175.00
Staff Technician	\$145.00
GIS Technician	\$145.00
Administrative Staff	\$75.00

EXPENSES

Expenses for normal miscellaneous phone, shipping, and reproductions are included in this fee. Travel expenses including business airfare, business hotel, food, local transport, etc., from trips from the U.S. are included in this fee.

ADDITIONAL SERVICES

Services not explicitly included in this Proposal shall be considered additional services. A written agreement between Client and Biohabitats shall define the extent of the additional services and Biohabitats' compensation for such additional services before they are performed by Biohabitats.



WAYS AND MEANS

Agenda Item

TAB 4

V. New Business

- C. Consideration and Recommendation to Town Council for Approval of the Agreement with Kimley-Horn for the Kiawah Island Parkway at Beachwalker Drive Intersection Design**



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members

FROM: John Taylor, Jr., Planning Director

SUBJECT: Kiawah Island Parkway at Beachwalker Drive Intersection Design

DATE: February 28, 2022

BACKGROUND:

The Town contracted with Kimley-Horn to conduct a study on Beachwalker Drive to improve safety for pedestrians, bicyclists, and motorists traveling this road. The study recommended improvements to the existing bike path and intersections along Beachwalker Drive. Town Council approved the bike path safety improvements along Beachwalker Drive in December 2021 and that project is scheduled to start by the second week of March. As part of the study recommendations were made for the intersection of Kiawah Island Parkway and Beachwalker Drive. Kimley-Horn put together conceptual designs for improvements to this intersection. Staff received community feedback via the workshops in the Fall of 2021 and has engaged with the Community Association to understand their needs pertaining to operations at the Main Gate. The Town wishes to have design and construction ready drawings developed to create a bid package for construction.

ANALYSIS:

Using the preferred conceptual improvements from the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan for the intersection, Kimley-Horn will deliver design and construction plans with provide minimal construction administration for the onset of the project. Kimley-Horn has also been contracted with KICA to study the intersection of Kiawah Island Parkway and Kiawah Island Beach Drive. This is being treated as separate project being prepared for FY23.

ACTION REQUESTED:

Town Staff requests that the Ways and Means Committee recommend to Town Council approval of these services for the proposed amount of \$86,000.

BUDGET & FINANCIAL DATA:

This project will be funded through 80% Restricted Funds and 20% General Funds as a tourism related project.

February 21, 2022

Ms. Petra Reynolds
Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, South Carolina

Re: ***Kiawah Island Parkway at Beachwalker Drive Intersection Design***

Dear Ms. Reynolds,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("the Agreement") to the Town of Kiawah ("the Client") for providing roadway engineering services related to the Kiawah Island Parkway at Beachwalker Drive intersection.

PROJECT UNDERSTANDING

It is our understanding that the Client desires to perform roadway design services and construction administration services for the channelized left-turn lane concept dated June 24, 2021 drawn by Kimley-Horn. The channelized left-turn lane concept is the result of the *Beachwalker Drive Pedestrian and Bicycle Safety Action Plan* project completed in the Fall of 2021.

SCOPE OF SERVICES

The Consultant will provide the services specifically set forth below.

Task 1 –Kickoff Meeting/Design Workshop

Kimley-Horn will schedule a kickoff meeting/design workshop with representatives from the Town of Kiawah Island, the Kiawah Island Community Association, and the Kimley-Horn team to allow for a discussion of the project history, project approach, design standards and criteria, schedule, and deliverables. Key objectives of the kickoff meeting will include:

- Communicating the project scope, approach, and schedule
- Establishing a preferred project delivery timeline

Task 2 – Design and Construction Plans

It is assumed that Beachwalker Drive is a Local Road owned by The Town of Kiawah Island. It is also assumed Kiawah Island Parkway is a Local Road owned by the Town of Kiawah Island from Betsy Kerrison Parkway to approximately 45' east of Beachwalker Drive, where the ownership of Kiawah Island Parkway transfers to the Kiawah Island Community Association. Since these roads are not owned by the South Carolina Department of Transportation (SCDOT), no coordination or permitting is required through SCDOT. It is further assumed that the only coordination required with Charleston

County will be regarding the Land Disturbance Permit, and that all other reviews will be handled by the Town of Kiawah Island and the Kiawah Island Community Association.

Survey has been provided by The Town of Kiawah Island and the Kiawah Island Community Association; it is assumed the provided survey is sufficient for the design plans. If additional survey is deemed necessary, Kimley-Horn will coordinate with the Client to determine what information would be needed for the additional survey. If additional survey is needed, the Town of Kiawah would need to enter a separate contract with a surveyor. Survey costs are not included in this scope of services.

Upon receiving the survey provided by the Client and design criteria for the project, Kimley-Horn will develop preliminary roadway permit plans for the Kiawah Island Parkway at Beachwalker Drive intersection. Preliminary roadway permit plans will consist of: cover, general notes, typical sections, plan and profile sheets, signing and pavement marking plans, traffic control plans, erosion control plans, utility by others plans, and cross sections.

It is assumed that the Client will provide necessary pavement structure designs. No geotechnical services/pavement design is included in this scope of services.

Kimley-Horn will request that all utility agencies/companies whose facilities are located within the project limits provide plans that define the location and description of their existing facilities and easements within the project limits. Kimley-Horn will schedule and attend up to one meeting with utility agencies/companies whose facilities are located within the project limits and take the proposed utility relocations provided by the utilities and incorporate the information in the "Utilities by others" plans. Kimley-Horn will prepare one (1) round of meeting notes from the utility meeting. Kimley-Horn will coordinate for the Client to obtain soft-dig information at locations that underground utility conflicts seem likely to occur based on the proposed design. Kimley-Horn will incorporate the soft-dig information performed by the Client's soft-dig contractor to determine what adjustments may need to occur to resolve the utility conflict. Once the proposed utility relocations provided by the utility providers are incorporated into the permit plans, Kimley-Horn will schedule and attend up to one meeting to review the utility relocation plans with the utility providers and revise the utility relocation plan up to one time based on these meetings. Since some utility providers will not meet until final plans are generated, we cannot guarantee all utility conflicts will be addressed during the design process. Kimley-Horn will incorporate the information provided during these meetings by the utility companies in the "Utilities by others" plans.

After an internal review of the preliminary plans, Kimley-Horn will submit an electronic PDF of the preliminary roadway permit plans to the Client and the Kiawah Island Community Association for review.

Based on the requirements and comments received on the preliminary permit plans, Kimley-Horn will develop final roadway design plans. Final plans will consist of all the elements included in the permit plans with Client revisions incorporated. Kimley-Horn will prepare reproducible final plans in general accordance with SCDOT general procedures and policies relating to local highway design.

Once the permit plans are revised to incorporate the Client comments, Kimley-Horn will submit the plans to Charleston County for the Land Disturbance Permit. It is assumed that the total disturbed acreage for the project will be less than 1 acre but greater than 0.5 acres. Due to the proximity of the project to the ocean (less than 0.5 miles) and the assumed limits of disturbance, coordination with DHEC's Office of Ocean and Coastal Resource Management could be required.

It is assumed there will not be any further requirements from either Charleston County or SCDHEC for stormwater quality control beyond traditional stormwater conveyance measures, and as such, Kimley-Horn will not design a separate BMP for water treatment as a part of the roadway plans. Additional services will be required if further post construction stormwater devices are required.

Kimley-Horn assumes that agency comments will include one (1) additional round of Charleston County and SCDHEC comments before submitting final roadway design drawings. If they approve the final plans, Kimley-Horn will submit one (1) PDF set of final sealed plans to the Client for construction.

Task 3 – Special Provisions and Engineer's Opinion of Probable Construction Cost

Based upon the final plans, quantity computations will be performed by Kimley-Horn for each item of work designated as unit price pay items. Computations will be tabulated for inclusion in the Bid Document.

Where possible, the "Standard Specifications for Highway Construction and Standard Special Provisions," issued by the SCDOT, will apply for materials and construction of all work. However, when no applicable specification exists, Kimley-Horn will prepare Special Provisions for those items of work not covered in the Standard Specifications or existing Standard Special Provisions.

Utilizing recent bid data from similar projects in the area, Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPCC) for this project. The OPCC will be based on the final summary of quantities and will be utilized in the final bid analysis and award, as well as the Client's acquisition of Performance Bonds for the construction of the project.

It is assumed that Kimley-Horn will prepare one (1) OPCC for the project, and that no meetings will be required to discuss the OPCC.

Task 4 – Bid Phase Services

Kimley-Horn will prepare the bid package to be in general concurrence with previous bid packages prepared by the Client. Kimley-Horn will provide the bid package to the Client for contractors to acquire the bid package from. The Client will be responsible for advertising the project for construction.

Kimley-Horn will conduct up to one (1) Pre-Bid Meeting with the Client. The Client is to provide the location for the Pre-Bid Meeting. Kimley-Horn will prepare one (1) round of meeting notes from the Pre-Bid Meeting.

Kimley-Horn will conduct up to one (1) Bid Opening Meeting. The Client is to provide the location for this meeting. Kimley-Horn will tabulate the bids received and evaluate compliance of bids with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation for the Client.

Task 5 – Limited Construction Phase Services

Kimley-Horn will provide limited professional construction phase services for the project as requested by the Client up to the budget provided. This phase begins at the start of construction or the completion of bidding, whichever occurs first.

This task consists of the following:

- Conduct a Pre-Construction Conference prior to commencement of construction activity.
- Respond to Contractor requests for information (RFI) made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- Make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. This task will be performed on an hourly basis.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Surveying
- Landscaping and Hardscaping Design and Plans
- Lighting and Electrical Plans
- Post-Construction BMP Design
- Structural Design Services
- Wetland Delineation and Permitting

- Public Meetings and Involvement
- Subsurface Utility Exploration (SUE)
- Construction Engineering & Inspection (CEI) (3rd party assumed contracted directly to Client)

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client will provide topographic and SUE survey as well as geotechnical investigations for use on this project.

Schedule

We will provide our services expeditiously as practicable to meet a mutually agreed-upon schedule.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Kickoff Meeting/Design Workshop	\$ 2,000.00
Task 2	Design and Construction Plans	\$ 65,000.00
Task 3	Special Provisions and Engineer's OPCC	\$ 4,500.00
Task 4	Bid Phase Services	\$ 14,500.00

Total Lump Sum Labor Fee	\$ 86,000.00
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Task 5 Limited Construction Phase Services	Hourly as needed
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the Services in Task 5 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” shall refer to the **Town of Kiawah Island**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to _____

Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

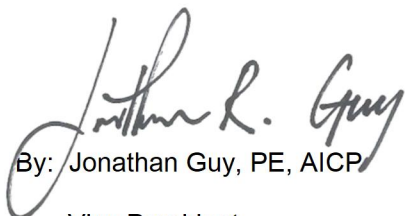
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

(Remainder of page left blank intentionally)

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jonathan Guy, PE, AICP

Vice President



Dillon Turner, PE

Project Manager

The Town of Kiawah Island

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions
Rate Schedule

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$135 - \$185
Professional	\$180 - \$235
Senior Professional I	\$230 - \$310
Senior Professional II	\$300 - \$330
Senior Technical Support	\$140 - \$210
Support Staff	\$105 - \$125
Technical Support	\$110 - \$150

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Concept 14 – Beachwalker Drive at Kiawah Island Parkway





WAYS AND MEANS

Agenda Item

TAB 5

VIII. Treasurer's Report

A. Fiscal Year 2022-2023 Budget Discussion - Revenues

NARRATIVE HIGHLIGHTS

REVENUES

For the past few years, we have been in a challenging fiscal environment, facing high levels of uncertainty. The Town's reliance on tourism and business activity on the Island as its only revenue generators is very sensitive. Despite that, thanks to effective financial planning, the town maintains a stable fiscal position. In the past, in preparation for the revenue projections, we have used historical trends, running averages, and economic conditions; however, the pandemic has presented relatively new dynamics which are difficult to quantify. Our current year annualized revenues of \$12.4M are anticipated to exceed budgeted revenues of \$9.3M by 33%, or \$3M.

As we start to prepare next year's budget, there is still a very high level of uncertainty. To be conservative yet consider the latest dynamics on the Island, we are budgeting the majority of the revenues less than the current year but still higher than the historical averages. Overall, the total budgeted revenues FY2023 of \$11.7M are 6%, or \$696K lower than current year projections.

The comparisons below are made to FY2022 annualized.

- ✓ Building Permits revenue is estimated to decrease 20%, or \$300k, primarily due to a slowdown in new construction activity on the Island. We are also expecting one-time permit revenue from the Seafields project and the final phase of the Cape development.
- ✓ Business Licenses revenue is estimated to decrease 9%, or \$300K. The decrease is primarily attributable to the anticipated reduction in gross income for several businesses involved in real estate sales or one-time projects on the Island.
- ✓ Franchise Fees with Berkley Electric Company, Beach Services, and Other Franchise fees are estimated with no change.
- ✓ Local Option Sales Tax is budgeted with no change.
- ✓ State Accommodation Tax revenue is projected to decrease 10%, or \$225K. We predict tourism-generated revenues having momentum in the current fiscal year and slightly reducing in the next year, however still exceeding pre-pandemic levels.
- ✓ Local Accommodation Tax revenue is budgeted with a 19%, or 247K decrease.
- ✓ County Accommodation Tax revenue is budgeted to decrease 19%, or \$99K.
- ✓ Hospitality Tax revenue is budgeted to decrease 20% or \$149K.
- ✓ Solid Waste revenue is budgeted with no change.
- ✓ Interest Revenue is budgeted with no change.
- ✓ Other revenues include the following sources:
 1. Aid to Subdivision - \$44K, 25%, or \$9K increase
 2. Planning Fees - \$10K, no change.
 3. Court Fees & Fines - \$30K, 20%, or \$5K increase
 4. Beverage Permits revenue - \$45K, no change.
 5. Victim's Assistance Fees - \$10K, no change.
 6. Miscellaneous revenue - \$35K, no change.

Town of Kiawah Island
Major Revenues, Last Fifteen Fiscal Years

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Building permits	36,808	45,278	47,436	30,251	28,168	27,768	38,310	35,974	823,214	1,069,063	990,258	1,246,429	1,337,513	1,250,846	889,009	1,559,967
% Change	24%	23%	5%	-36%	-7%	-1%	38%	-6%	2188%	30%	-7%	26%	7%	-6%	-29%	75%
Business Licenses	1,342,010	1,563,614	1,634,338	1,718,275	1,597,908	1,515,246	1,602,511	1,657,812	1,920,755	2,048,093	2,183,207	2,290,018	2,502,770	2,535,128	2,332,935	3,386,599
% Change	13%	17%	5%	5%	-7%	-5%	6%	3%	16%	7%	7%	5%	9%	1%	-8%	45%
Franchise fee revenue	255,677	297,424	301,858	312,611	402,825	432,781	447,449	544,695	540,321	662,823	747,873	755,815	793,197	857,732	867,100	964,496
% Change	6%	16%	1%	4%	29%	7%	3%	22%	-1%	23%	13%	1%	5%	8%	1%	11%
Local option sales tax	312,080	316,070	318,538	289,973	291,961	291,513	363,092	362,654	357,575	430,527	501,770	530,338	548,248	585,738	548,356	760,172
% Change	14%	1%	1%	-9%	1%	0%	25%	0%	-1%	20%	17%	6%	3%	7%	-6%	39%
Accommodations tax - state	1,148,440	1,166,561	1,264,453	1,058,856	937,695	1,039,783	1,143,911	1,343,031	1,344,377	1,410,368	1,576,964	1,664,086	1,632,897	1,585,789	1,457,958	2,802,651
% Change	22%	2%	8%	-16%	-11%	11%	10%	17%	0%	5%	12%	6%	-2%	-3%	-8%	92%
Accommodations tax - county	261,882	272,951	280,498	226,630	102,261	240,629	267,679	299,411	323,596	439,500	450,622	477,000	422,000	484,000	\$ 354,000	\$ 484,000
% Change	14%	4%	3%	-19%	-55%	135%	11%	12%	8%	36%	3%	6%	-12%	15%	-27%	37%
Accommodations tax - local	642,454	667,788	718,975	563,742	527,865	597,652	665,055	744,940	803,808	875,004	902,124	1,088,825	953,458	967,051	851,050	1,384,691
% Change	11%	4%	8%	-22%	-6%	13%	11%	12%	8%	9%	3%	21%	-12%	1%	-12%	63%
Hospitality tax	247,148	281,882	288,276	255,009	245,865	256,398	271,081	308,818	377,866	473,867	490,388	518,632	560,182	576,884	468,407	667,602
% Change	8%	14%	2%	-12%	-4%	4%	6%	14%	22%	25%	3%	6%	8%	3%	-19%	43%

Town of Kiawah Island
Budget FY2023 to Annualized Budget FY2022
All Funds Consolidated
Cash Basis

			Budgeted Sources & Uses					
	Actuals FY 2021	Budgeted FY2022	Annualized FY2022	Budget FY2023	FY2022 Annualized Variance \$	FY2022 Annualized Variance %	FY2021 Actuals Variance \$	FY2021 Actuals Variance %
Revenues*:								
Building Permits	\$ 1,217,867	\$ 900,000	\$ 1,500,000	\$ 1,200,000	\$ (300,000)	-20%	\$ (17,867)	-1%
Building Permits/Special Projects	322,051	100,000	305,197	625,000	319,803	105%	302,949	94%
Business Licenses	3,386,599	2,695,000	3,200,000	3,200,000	-	0%	(186,599)	-6%
Franchisee Fees	964,496	860,000	950,000	950,000	-	0%	(14,496)	-2%
Local Option tax	760,172	597,453	768,382	768,382	-	0%	8,210	1%
State ATAX	2,802,651	1,617,505	2,324,696	2,100,000	(224,696)	-10%	(702,651)	-25%
Local ATAX	1,384,691	986,392	1,296,920	1,050,000	(246,920)	-19%	(334,691)	-24%
County ATAX	484,000	200,000	518,768	420,000	(98,768)	-19%	(64,000)	-13%
Hospitality Tax	667,602	576,884	748,857	600,000	(148,857)	-20%	(67,602)	-10%
Solid Waste Fees	596,087	610,000	610,000	610,000	-	0%	13,913	2%
Interest	38,087	34,000	35,000	35,000	-	0%	(3,087)	-8%
Other	160,585	160,000	174,000	177,000	3,000	2%	16,415	10%
Total Revenue	\$ 12,784,888	\$ 9,337,234	\$ 12,431,820	\$ 11,735,382	\$ (696,438)	-6%	\$ (1,049,506)	-8%

* Revenues don't include American Rescue Plan funding

Town of Kiawah Island
Five Year Projections

<u>Revenues:</u>	<u>Budgeted FY2022</u>	<u>Annualized FY2022</u>	<u>Budgeted FY2023</u>	<u>Projected FY2024</u>	<u>Projected FY2025</u>	<u>Projected FY2026</u>	<u>Projected FY2027</u>
Building Permits	\$ 900,000	\$ 1,500,000	\$ 1,200,000	\$ 1,200,000	\$ 1,000,000	\$ 800,000	\$ 600,000
Building Permits/Special Projects	100,000	305,197	625,000	-	-	-	-
Business Licenses	2,295,000	2,800,000	2,800,000	2,500,000	2,500,000	2,200,000	2,200,000
STR Application Fees	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Franchisee Fees	860,000	950,000	950,000	950,000	950,000	950,000	950,000
Local Option Tax	597,453	768,382	768,382	776,065	783,826	791,664	799,581
State ATAX	1,617,505	2,324,696	2,100,000	2,121,000	2,142,210	2,163,632	2,185,268
Local ATAX	986,392	1,296,920	1,050,000	1,060,500	1,071,105	1,081,816	1,092,634
County ATAX	200,000	518,768	420,000	424,200	428,442	432,726	437,054
Hospitality Tax	576,884	748,857	600,000	606,000	612,060	618,181	624,362
Solid Waste Fee	610,000	610,000	610,000	610,000	610,000	610,000	610,000
Interest	34,000	35,000	35,000	50,000	90,000	90,000	90,000
Other	160,000	174,000	177,000	177,000	177,000	160,000	160,000
Total Revenue	\$ 9,337,234	\$ 12,431,820	\$ 11,735,382	\$ 10,874,765	\$ 10,764,643	\$ 10,298,020	\$ 10,148,900