

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 January 24, 2022; 3:00 pm

#### **AGENDA**

I. Call to Order: 11. Pledge of Allegiance III. Roll Call: IV. **Approval of Minutes:** A. Ways and Means Committee Meeting of December 7, 2021 [Tab 1] B. Ways and Means Committee Special Call Meeting of January 10, 2022 [Tab 2] V. Citizens' Comments: (Agenda Items only) VI. Old Business: None VII. **New Business:** A. Review and Recommendation to Town Council for Approval of the Contract with Barrier Island Ocean Rescue [Tab 3] VIII. Chairman's Report: IX. Treasurer's Report: A. Budget Report for the First the Six Months Ended 12/31/2021 [Tab 4] X. Citizen Comments: **Committee Member's Comments:** XI. XII. Adjournment:



## **WAYS AND MEANS**

## Agenda Item

## WAYS & MEANS COMMITTEE SPECIAL CALL MEETING

Kiawah Island Municipal Center Council Chambers December 7, 2021; 1:00 pm

#### **AGENDA**

- 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 Dr. Scott Parker, Committee Member

**Absent:** John Moffitt, Committee Member

**Also Present:** Stephanie Tillerson, Town Administrator

Dorota Szubert, Town Treasurer Petra Reynolds, Town Clerk Jim Jordan, Town Biologist

Stephanie Braswell, Communications Manager

Brian Gottshalk, Public Works Manager

#### IV. Approval of Minutes:

A. Ways and Means Committee Meeting of October 25, 2021

Committee Member Parker made a motion to approve the minutes of the October 25, 2021 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.** Consideration and Recommendation to Town Council for Approval of the Proposal for Beachwalker Drive Pedestrian Safety Improvements

Mr. Gottshalk stated that the Town contracted with Kimley Horn to conduct a pedestrian safety study on Beachwalker Drive and recommend improvements to the existing bike path and intersections.

A conceptual design for the recommended improvements was made available for public review and comment. The comments were incorporated into a final design which was approved and sent out in a request for proposals (RFP) to Truluck Construction and Three Oaks Construction individually. The RFP was also publicly posted online for other vendors to review.

After a mandatory pre-bid meeting, the Town received one bid back from Truluck Construction in the amount of \$360,349.00. Town Staff met with Kimley Horn and Truluck to discuss the proposal and were able to eliminate some items to revise the proposal cost to a total of \$299,868.00.

Mr. Gottshalk requested the Ways and Means Committee recommend to Town Council awarding this project to Truluck Construction for the proposed amount of \$299,868.00.

Committee members engaged in an in-depth discussion of the fund allocation of the cost of the project, items and fees that were excluded from the original proposal, the impact on traffic during the project, the stormwater scoping and cleaning included in the proposal, and costs comparisons to similar projects done on the island.

Committee Member Connelly made a motion to recommend to Town Council to approve awarding Truluck Construction the contract for the Beachwalker Drive Improvements project. Committee Member Parker seconded the motion, and it was unanimously passed.

**B.** Consideration and Recommendation to Town Council for Approval of the Proposal for Garage Improvements

Mr. Gottshalk stated that the Town contracted with LS<sub>3</sub>P to develop a design for improvements to the garage at Town Hall. These improvements include constructing two conditioned office spaces within the garage for the existing Wildlife Department, constructing a new car wash area, creating a secured outdoor storage area, and improving the existing bathroom.

The design received from LS<sub>3</sub>P was incorporated in an RFP that was publicly posted online for potential contractors to review. After a mandatory pre-bid meeting, the Town received three proposals, inclusive of the four parts of the project, that were opened in a public bid opening on December 1st:

Duke Commercial Construction LLC: \$173,507.25
Satchel Construction: \$186,500.00
Hospitality Builders: \$198,036.00

Mr. Gottshalk requested the Ways and Means Committee recommend to Town Council awarding this project to Duke Construction LLC in the amount of \$173,507.25.

Committee members discussed drainage in the new car wash area, the old car wash enclosure, and Duke Construction references.

Committee Member Connelly made a motion to recommend to Town Council to approve awarding Duke Commercial Construction for the Garage Improvements project. Committee Member Parker seconded the motion, and it was unanimously passed.

**C.** Consideration and Recommendation to Town Council for Approval of the Proposal for Android App.

Ms. Edgerton stated in August 2021, the Town launched its new iOS mobile app as a part of our ongoing development of expanded services and communication efforts. The new asset was designed to be a resource for residents and visitors and provides convenient access to community information, services, and reporting capabilities from mobile devices.

The Town's Apple iOS app has been well received by the community and has collected many positive reviews and feedback on its design and functionality. Since the launch, the app has been downloaded 197k times. The top features used are:

- Weather & Tides
- Beach map
- Logging
- Contacts
- News
- Need to know
- Report an issue
- Events

Ms. Edgerton requested Ways and Means recommend to Town Council the approval of the proposal from Populace for the development of the android version of the app to be completed.

Committee Member Connelly made a motion to recommend to Town Council to approve the proposal from Populace for the development of the android version of the Town's app. Committee Member Parker seconded the motion, and it was unanimously passed.

**D.** Consideration and Recommendation to Town Council for Approval of the Town Attorney Contract Services Agreement with Joseph Wilson

Ms. Tillerson stated that there was no compensation adjustment in the contract renewal for Mr. Wilson; however, it included additional language that the contract would automatically renew annually unless either party gave written notification.

Committee Member Parker made a motion to recommend to Town Council to approve the Town Attorney Contract Services Agreement with Joseph Wilson. Committee Member Connelly seconded the motion, and it was unanimously passed.

**E.** Consideration and Recommendation to Town Council for Approval of the Prosecuting Town Attorney Contract Services Agreement with Adam Young

Ms. Tillerson stated that Mr. Young provides services as a prosecuting attorney in Municipal Court proceedings, consulting with and assisting code enforcement staff with preparing or prosecuting cases.

Ms. Tillerson stated that there was no rate adjustment in the contract renewal for Mr. Young; however, it included additional language that the contract would automatically renew annually unless either party gave written notification.

Committee Member Connelly made a motion to recommend to Town Council to approve the Town Prosecuting Attorney Contract Services Agreement with Adam Young. Committee Member Parker seconded the motion, and it was unanimously passed.

**F.** Consideration and Recommendation to Town Council for Approval of the Amendment of the STR Code Enforcement Contract with Island Beach Services

Ms. Tillerson stated the Town currently contracts with Island Beach Services (IBS) to provide evening code enforcement services. When the Town amended the Short-Term Rental Ordinance, many comments were made on concerns with what was perceived as a lack of enforcement after

hours. After reviewing various options, the decision was made to expand these services provided by IBS.

Ms. Tillerson stated the current contract with IBS expires in December 2021. The amendment would extend the contract to February 6, 2022, to coincide with the Beach Patrol contract's expiration and IBS. The combined contract for Beach Patrol and STR Code Enforcement services will be put out for bid and approval in 2022.

Committee members discussed the number of complaints received from residents, the tools available to log complaints or concerns, the Community Association's Security and Enforcement Committee, logging of complaints received, and communication of who to call on for Short-Term Rental vs. owner complaints.

Committee Member Connelly made a motion to recommend to Town Council to approve the STR Code Enforcement Contract amendment with Island Beach Services. Committee Member Parker seconded the motion, and it was unanimously passed.

**G.** Consideration and Recommendation to Town Council for Approval of the Off-Duty Deputy Contract with the Charleston County Sheriff's Office

Ms. Tillerson stated the contract of the off-duty deputies is renewed annually and includes a change in the hourly rate to \$40.00 and holiday rate to \$60.00. With the Town having a Public Safety Director, the number of coordinators was reduced to one.

Committee members discussed the reason for the increase in the hourly rate.

Committee Member Connelly made a motion to recommend to Town Council to approve the Off-Duty Deputy Contract with the Charleston County Sheriff's Office. Committee Member Parker seconded the motion, and it was unanimously passed.

#### VIII. Chairman's Report:

None

#### IX. Treasurer's Report:

Ms. Szubert reported that the State ATAX Committee would be meeting for a second time this year. The funding amount budgeted for allocation by the Committee was based on conservative projections leaving a surplus to be allocated or carried over to the next year. At the April meeting, the Committee decided to meet again later in the year to review additional applications.

#### X. Citizen Comments:

None

#### XI. Committee Member's Comments:

None

#### XII. Adjournment:

Committee Member Connelly made a motion to adjourn the meeting at 3:47 pm. Mayor Labriola seconded the motion and was unanimously passed.

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## **WAYS AND MEANS**

## Agenda Item

## WAYS & MEANS COMMITTEE SPECIAL CALL MEETING

Via Zoom January 10, 2022; 1:00 pm

#### **MINUTES**

**l.** Call to Order: Chairman Prickett called the meeting to order at 1:00 pm.

**Present at the meeting:** Dan Prickett, Chairman

John D. Labriola, Mayor

Maryanne Connelly, Committee Member

John Moffitt, Committee Member Dr. Scott Parker, Committee Member

**Also Present:** Stephanie Tillerson, Town Administrator

Dorota Szubert, Town Treasurer Petra Reynolds, Town Clerk

#### II. New Business:

A. To Consider Recommendation to Town Council for Approval of State ATAX Funding Amounts

Chairman Prickett stated that it was unusual for the SATAX (State Accommodation Tax) Committee to meet again after making their funding recommendations in April 2021. This year, the SATAX revenues budgeted for allocation were expected to be lower due to COVID but were substantially higher than anticipated.

The SATAX funding recommendations for FY2022 were approved in May 2021, leaving a considerable amount of funding unallocated. Rather than hold the funds over to the next year, at the April meeting, the SATAX Committee proposed holding another meeting later in the year to consider additional applications if there were needs in the community.

The SATAX Committee met on December 10, 2021, to review additional applications. Chairman Prickett reviewed the December 2021/2022 application requests and the SATAX Committee funding recommendations.

	Town of Kiawah Island SATAX Funding Recommenations December - FY 2021-2022										
Category	Project	Applicant Sponsor		April 021/2022 funding		December 2021/2022 Application Request		AX Committee Funding ommendation		Total commended 2021/2022 Funding	Ways and Means Committee Funding Recommmendation
1	A National & Regional Influencer Event	Freshfields Village		30,000	\$	250,000	\$	236,000		266,000	
1	Kiawah Island Marketing	Klawah Island Golf Resort		435,000	\$	200,000	\$	172,000		607,000	
5	Kiawah Island Map and Guest Guide	Klawah Island Community Association			\$	22,000	\$	15,000		15,000	
4	South Atlantic Lifesaving Association Regional Meeting	Charleston County Life Association			\$	10,000	\$	9,000		9,000	
2	Marketing & Advertising Promoting Tourism	Freshfields VIIIage		58,000						58,000	
1	Wedding Destination Marketing & Advertising	Andell Inn		47,754						47,764	
4	Beach Patrol	Town of Klawah Island		100,000						100,000	
4	Charleston County Sherriff Deputies	Town of Klawah Island		423,000					*	423,000	
		Totals for Year Ending	\$	1,093,764	\$	482,000	\$	432,000	\$	1,525,764	š -

Total Available for Funding -Revised to reflect latest projections

\$ 2,093,764	\$ 1,000,000	1,000,000	\$ 2,093,764	
1,000,000	\$ 518,000	568,000	568,000	

Chairman Prickett stated that the first funding in April allocated an amount of \$1,093,764.00. The additional \$482,000.00 in funding requests were reviewed at the December SATAX meeting and

recommended to receive \$432,000.00 in funding. Based on the SATAX recommendations, the total FY 2021-2022 funding would be \$1,525,764.00 of the \$2,093,764.00 available, leaving \$568,000.00 to be carried over for up to the next two years.

Committee Members engaged in an in-depth discussion of the National & Regional Influencer Event application, event details, and how the funding would be allocated.

Committee Member Moffitt made a motion to recommend to Town Council to approve the SATAX Funding Recommendations for \$432,000.00. Committee Member Parker seconded the motion, and it was unanimously passed.

Adjournment:
The meeting was unanimously adjourned at 1:16 pm
Submitted by,
Petra S. Reynolds, Town Clerk
Approved by,
F. Daniel Prickett, Chairman
Date



## **WAYS AND MEANS**

## Agenda Item



## Request for Ways and Means Committee Action

TO: Ways and Means Committee Members

FROM: Craig Harris, Director of Public Safety

SUBJECT: Island Beach Services Beach Patrol Contract

DATE: 1/20/2022

#### **BACKGROUND:**

The Town posted an RFP for Beach Patrol and Code Enforcement Services. The Town received one bid proposal which came from the Barrier Island Ocean Rescue. The Town's current contractor for services. Staff met with representatives from the Barrier Island Ocean Rescue to discuss the proposal amount to better understand the increase in cost for services.

To support the manpower and equipment needed in order to remain sustainable with the current productivity, Barrier Island Ocean Rescue seek approval for the contract amount to support the quality of services in order to remain compliant to the roles and responsibilities that is essential to Kiawah Island community. Members of this unit enforce town ordinances, inform, and educate guests on history, wildlife, and things to do on the island. As well as keeping a watchful eye on those participating in water activities.

The Town has had a contract with the current Beach Patrol company since October of 2009; the last contract being awarded 2020. However, the Town was presented and approved separate contracts under Barrier Island Ocean Rescue; Code Enforcement contract \$288,580 and Beach Patrol contract \$320,765. Currently, the new contract combined both components rather than separate.

#### ANALYSIS:

The design from Barrier Island Ocean Rescue was posted for potential contractors to review and bid. Barrier Island Ocean Rescue discuss contract amount for manpower and equipment in order to remain sustainable with the current productivity. Moreover, Barrier Island Ocean Rescue seek approval for contract amount to support the quality of services in order to remain compliant to the roles and responsibilities that is essential to Kiawah Island community.

#### **ACTION REQUESTED:**

Town Staff requests that the Ways and Means Committee recommend to Town Council awarding this project to Barrier Island Ocean Rescue in the amount of \$1,195,280.

#### **BUDGET & FINANCIAL DATA:**

There is an increase of \$585,935 that will be funded through General and Special Funds.



## New Business - A

## **WAYS AND MEANS**

## Agenda Item

**Request For Proposals –** 

**Beach Patrol and Code Enforcement Services** 

## **REQUEST FOR PROPOSALS**



# BEACH PATROL AND CODE ENFORCEMENT SERVICES

**DECEMBER 20, 2021** 

Town of Kiawah Island 4475 Betsy Kerrison Parkway Kiawah Island, SC 29455 843-768-9166 843-768-4764 fax www.kiawahisland.org

#### **PROJECT OVERVIEW**

DATE:	DECEMBER 20, 2021
DESCRIPTION OF WORK:	BEACH PATROL AND CODE ENFORCEMENT SERVICES
WRITTEN REQUEST DEADLINE:	JANUARY 10, 2022, 5PM
BID DUE DATE/TIME:	JANUARY 14, 2022, 2PM
LOCATION:	KIAWAH ISLAND MUNICIPAL CENTER 4475 BETSY KERRISON PARKWAY KIAWAH ISLAND, SC 29455
CONTACT PERSON:	CRAIG HARRIS, PUBLIC SAFETY DIRECTOR 843-768-9166 charris@kiawahisland.org

The Town of Kiawah Island reserves the right without prejudice to reject, in whole or in part, all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of all proposals for use by the Town.

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals, or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

#### 1. General Information

There is no expressed or implied obligation for the Town of Kiawah Island, South Carolina to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the Town of Kiawah Island reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow correction of errors or omissions.

Unless otherwise modified by the Town of Kiawah Island with an addendum, the terms and conditions in this RFP shall prevail. The Town of Kiawah Island reserves the right to reject, in whole or part, any proposal that does not comply with such terms and conditions.

The Town of Kiawah Island reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.

#### 2. Submissions and Withdrawal of Proposals

Proposals are to be submitted in envelopes, marked, and addressed as directed in this RFP. Proposals submitted may also be submitted by fax or e-mail for consideration.

Offerors mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Town of Kiawah Island. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.

If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change. Proposals may be withdrawn by written request received from the Offeror prior to the submittal deadline.

#### 3. Preparation of Proposal

- **A.** All proposals should be complete and carefully worded and must convey all of the information requested by the Town of Kiawah Island. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- **B.** All proposals shall provide a concise description of offeror's ability to satisfy the requirements of the RFP.
- **C.** Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposals.

- **D.** Submittals shall be typewritten or computer generated. It shall include, but not limited to, addresses of all firms that would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- E. The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, anyone proposal submitted in response to this RFP by more than one business entity will be deemed a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution, and responsibility.

#### 4. Gratuities and Kickbacks

- **A.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- **B.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- **C.** Violation of this clause may result in contract termination.

#### 5. Addenda/Changes

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the Town's Administrator. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP. Requests for interpretation of this RFP and any questions concerning the RFP shall be made in writing, and addressed to the Town of Kiawah Island, Attn: Craig Harris, 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455. Questions may be transmitted by email, but it is the responsibility of the sender to confirm receipt by the Town.

Responses to said requests shall be made at the discretion of the Town Administrator. When issued, such interpretations and answers to such questions will be in the form of an addendum to the RFP that will be transmitted to each firm to which these RFP documents have been issued. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

#### 6. Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP that is deemed privileged and confidential by the Offeror will not be disclosed. Such privileged and confidential information includes information that if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL "each specific part or their proposal that such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not the have such exemption. Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Town pursuant to applicable law. The Town of Kiawah Island hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information that is disclosed as a result of Offeror's failure to mark it as "CONFIDENTIAL"; and for any results of independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

#### 7. Ownership of Documents

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFP including correspondence relating to this RFP) shall, upon delivery to the Town, become the property of the Town of Kiawah Island.

#### 8. Selection Process

- **A.** Staff will review and analyze all submittals. The selection shall be made in order of preference, based on the criteria included in this RFP.
- **B.** The Town of Kiawah Island may request oral presentations or discussions with any or all Offerors for the purpose of clarification the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposal sections, both cost and technical, should be complete and concise and reflect the most favorable terms available from the offeror.

If the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Kiawah Island Municipal Center, 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455. The cost of such presentations shall be borne solely by the Offeror.

**C.** During the review process, the Town may request additional financial information from all Offerors.

#### 9. Award

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Kiawah Island, taking into consideration the evaluation factors set forth in this RFP.

#### 10. Notice of Award of Contract

- **A.** A written Notice of Award of Contract will notify the successful offeror of acceptance of its proposal. The successful offeror shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful offeror prior to issuance of the Notice to Proceed.
- **B.** The successful offeror shall be required to execute a formal contract before work can proceed.

#### 11. Notice to Proceed

A **Notice to Proceed** will be issued only after the successful offeror has executed the contract and obtained a Town of Kiawah Island Business License and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds, if applicable, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

#### 12. State and Local Taxes

Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon, or billed to the Town as a result of contractor's failure to pay any tax of any type due in connection with this Agreement.

#### 13. Permits and Licenses

**A.** Both offerors and subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate business licenses. Contractor's license number, person's name, business name, driver's license number, and Tax ID number must be shown on all required licenses.

#### 14. Offeror Representations

By submitting a proposal, each offeror represents that:

- **A.** The offeror has read and understands this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- **B.** The offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- **C.** The proposal is based on the terms, materials, systems, and equipment required by this RFP, without variance.
- **D.** The offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- **E.** The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the offeror or to any contract arising out of this RFP.

#### 15. Material and Workmanship

- **A.** If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the RFP and provided by the successful offeror are to be of the most suitable grade for the purpose intended. When requested, the successful offeror shall furnish to the Town for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the successful offeror contemplates incorporating in the work. Machinery, equipment, material, and supplies installed and used without the required prior approval shall be at risk of subsequent rejection.
- **B.** By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above-described work in a professional, timely manner.
- **C.** The Town may, in writing, require that the successful offeror remove from the work any employee the Town deems incompetent, careless, or otherwise objectionable.

#### 16. Independent Contractors

Offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

#### 17. Other Contracts

The Town of Kiawah Island may undertake or award other contracts for additional work and may elect to complete portions of the work included in this proposal using its own forces or through other contracts, and the successful offeror shall fully cooperate with such other work contractors and Town of Kiawah Island employees and carefully fit its own work to such work as may be directed by the Town. The successful offeror shall not commit or permit any act by its forces or subcontractors that will interfere with the performance of work by any other contractor or by Town of Kiawah Island employees.

#### 18. Insurance Requirements

The successful offeror, at his own expense, shall keep in force and at all times maintain during the term of any contract resulting from this RFP the insurance requirements outlined in this RFP.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues. The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

- **A.** The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for his employees. Contractor must provide Town with certification of this coverage.
- **B.** Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. Contractor must provide Town with copies of this policy.
- **C.** The Contractor shall maintain automobile insurance liability policies on all "Beach Patrol and Code Enforcement" vehicles with at least five hundred thousand/one million dollars (\$500,000/\$1,000,000) coverage. Contractor shall provide Town with copies of these policies.
- **D.** The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, its elected officials, and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the work by the employees of Contractor.

#### 19. Indemnification

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows: The offeror expressly agrees to the extent that there is a casual relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### 20. Suspension of Work

The Town may order the successful offeror in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Kiawah Island, or for noncompliance with the contract requirements.

#### 21. Termination for Convenience of the Town of Kiawah Island

The Town of Kiawah Island by written notice may terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the Town of Kiawah Island, or for noncompliance with the contract requirements.

#### 22. Contractor use of Site and Premises

- **A.** Successful offeror shall cooperate with and accommodate related work performed by the Town, or any work performed under separate contract by another contractor or subcontractor, on site during the contract period. It shall be the successful offeror's responsibility to coordinate its work on site.
- **B.** All work shall be coordinated through the Town's authorized representative.

#### 23. Non-Discrimination

The contractor shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

#### 24. Drug-Free Workplace

Contractor shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1796, as amended).

#### 25. Compliance with Legal Requirements

All applicable Federal, State and Local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances, or regulations relating to the S.C. Department of Revenue or the S.C. Board of General and Mechanical Contractors) shall be binding upon the successful offeror throughout the pendency of this project. The successful offeror shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold the Town harmless and indemnify it in the event of non-compliance.

#### 26. Incorporation by Reference

The contents of this RFP, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this project.

#### 27. Rejection of Proposals

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals, or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

### **SPECIFIC REQUIREMENTS**

#### I. Special Instructions/Terms and Conditions

#### A. General Description of Services

The Town of Kiawah Island, South Carolina is requesting proposals from qualified firms to provide code enforcement and beach patrol services to the Kiawah Island residents and visitors.

#### B. Proposal Submittal Deadline

To be considered, the sealed proposal containing two (2) originals must be received by the Town Clerk, Petra Reynolds, at the Kiawah Island Municipal Center, 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455 by **2:00 p.m. on January 14, 2021.** Proposals may be hand delivered or mailed. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for the actual delivery of the proposal to the Municipal Center before the deadline. All proposals become the property of the Town of Kiawah Island.

#### C. Written Questions Deadline

Offeror may ask procedural questions seeking clarification of the submittal process orally. However, substantive questions involving issues such as the scope of work, contract terms, etc. should be submitted in writing. The deadline for written questions is **5:00 p.m. on January 10, 2022.** Written questions should be mailed, e-mailed, or hand delivered to Stephanie Tillerson.

Substantive requests for information received prior to the deadline for questions may be responded to in writing by the Town in the form of an addendum to this RFP. If an Offeror finds any inconsistency in this RFP, the Offeror should contact the Town for resolution of the issue. Any clarification given may become an addendum.

#### D. Term of Agreement

A three-year contract with two one-year renewal options is contemplated, subject to an annual review, the satisfactory negotiation of terms (including a price acceptable to the Town of Kiawah Island), and the annual availability of an appropriation.

#### E. Proposal Selection/Evaluation Factors

The requirements identified in the RFP are intended to provide the Town of Kiawah Island with the ability to select the most advantageous, responsive, and responsible proposal resulting in the best value to the Town, price and other factors considered. The proposals will be reviewed by the Town staff and a recommendation will be forward to the Town's Ways and Means

Committee and the Town Council shall make the final selection by using factors provided herein as well as any other factors it deems necessary.

Town staff will evaluate individual proposals. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

Town staff will evaluate each proposal and rank each firm on the basis of the following. The Town reserves the right to request a limited number of firms to appear for oral interviews in order to further evaluate qualifications. Firms will be evaluated based on the following criteria: (Note: these criteria are not necessarily listed in order of importance.)

#### F. Evaluation Criteria

In addition to cost, proposals will be evaluated using the following criteria.

- 1. The ability, capacity, and skill of the bidder to provide the service;
- 2. Whether the bidder can provide the service promptly, or within the time specified, without delay or interference;
- 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 4. The quality of performance of previous contracts or services;
- **5.** The previous and existing compliance by the bidder with laws and ordinances relating to the service;
- **6.** The sufficiency of the financial resources and the ability of the bidder to provide the service;
- **7.** The quality, availability, and adaptability of contractual services to the particular use require; and
- **8.** The number and scope of conditions attached to the bid.

#### II. Proposal Requirements

#### A. General Requirements

Inquiries concerning the request for proposals and the subject of the request for proposals should be made to:

Craig Harris, Public Safety Director Town of Kiawah Island 4475 Betsy Kerrison Parkway Kiawah Island, SC 29455 (843) 768-9166 charris@kiawahisland.org

#### 1. Submission of Proposals:

The following material is required to be received by **2:00 PM on January 14, 2022**, for a proposing firm to be considered. Two (2) originals are required.

**a.** *Title Page* showing the request for proposals subject (Beach Patrol and Code Enforcement); the firm's name; the name, address, telephone, and email address of the contact person; and the date of the proposal.

- **b.** Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for sixty days.
- **c.** Submittal Form (Appendix A)

#### B. Technical Proposal

#### 2. General Requirements

A complete Submittal Form (Appendix A) shall address the technical aspects of the proposals.

#### 3. Firm Qualifications and Experience

The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal should be noted, if applicable.

#### 4. Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisor and management staff who would be assigned to the contract and indicate any special skills, education, training and experience that would be applicable to this contract. Staff may be changed if those personnel leave the firm, are promoted, or are otherwise assigned. Those personnel may also be changed for other reasons with the express prior written permission of the Town of Kiawah Island.

#### 5. Equipment

Provide a list of the type and amount of equipment that will be committed to the Town for this contract. Note where equipment will be stored.

#### 6. Similar Engagements with other Government Entities

List other related contracts (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. Indicate the scope of the work, date, and the name and telephone number of the principal client contract.

#### C. Dollar Cost Bid

#### 1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing Beach Patrol and Code Enforcement contract as described in this request for proposal. The total all-inclusive price of bid is to contain all direct and indirect costs including all out-of-pocket expenses. The Town will not be responsible for expenses incurred in

preparing and submitting the proposal. Such costs should not be included in the proposal.

#### III. Nature of Services Required

#### A. General

The Contractor shall furnish services to provide for Beach Patrol and Code Enforcement, specifically highlighting the need for ocean rescue, rapid medical response, and for the enforcement of Town Ordinances for the Town of Kiawah Island. Employees of Contractor shall provide this service. Generally, the contractor shall:

- 1. Render assistance to those in need;
- **2.** Coordinate responses as necessary with other local, state, and federal emergency responders;
- **3.** Conduct continuous patrols within the jurisdiction of the Town during the hours as defined below;
- 4. Respond and attempt to immediately resolve any calls for service;
- 5. Create a chain of communication and accountability between Property Managers, Property Owners, and the Town to enforce the Town's Short-Term Rental Ordinance;
- **6.** Enforce other Town ordinances as required;
- 7. Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts, and assisting in litter pickups; and
- **8.** Establish a 24-hour presence on the island as representatives of the Town of Kiawah Island.

#### B. Scope of Work to be Performed

The physical limits of the Work will be within the Town Limits of Kiawah Island, including the area seaward of the OCRM 40-year setback line and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.

#### C. Vehicles and Equipment:

- 1. Contractor employees shall patrol using a Contractor owned and maintained vehicles. The vehicles will be outfitted to carry the necessary equipment and shall be uniform in appearance with approved identifying decals. At least one of the vehicles must have the ability to transport medical emergencies off the beach with the aid of a backboard. A minimum of five vehicles are required during the peak summer season.
- 2. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercrafts equipped with equipment for water rescue.
- 3. The Contractor shall have at a minimum two cell phones with a dedicated number for Beach Patrol and the Town's After-Hours Enforcement Numbers.

- 4. The Contractor shall provide all related safety, rescue, and medical equipment to perform the job requirements and in accordance with USLA requirements. South Carolina Department of Health and Environmental Control (SC DHEC) BLS Rapid Responder agency certification, but additional points will be given to those that are SC DHEC BLS certified.
- 5. The Town shall provide the Contractor employees with 800 mHz radios suitable for communication with Charleston County Dispatch and other Emergency Services for each on duty employee, supervisory staff, and medical director. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of their employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor.
- **6.** The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
- **7.** Employees of the Contractor must know and comply with all ordinances of the Town. Employees of the Contractor are responsible for informing patrons not observing Town beach ordinances of their responsibility to do so.
- **8.** The Contractor shall maintain a daily beach activity log and submit such information to the Town. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
- **9.** Contractor is responsible for maintenance and storage of all vehicles and equipment.

#### D. Certifications:

- 1. The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).
- 2. If BLS Certified, the Contractor shall maintain the minimum requirements for BLS Rapid Responder Agencies as set forth in the SC DHEC Regulation: 61-7 "Emergency Medical Services."

#### E. Schedules of Work:

#### 1. Supervisory Staff

#### a. Year-round coverage

- i. Minimum of one supervisor on duty 24 hours per day, year-round.
- ii. Oversight of Beach operations during daylight hours.
- iii. Island-wide Code Enforcement patrol and response after-hours.
- iv. Island-wide response during the day on weekends in the off-season.

#### 2. Daily Beach Patrol Staff

#### a. Off-Season (remainder of the year)

i. Minimum of one patrol officer available during the day, not including the supervisor.

#### b. Peak Season (Friday before Easter through Labor Day)

i. Minimum staffing of five (5) personnel per day during the peak season with staffing levels increasing in the spring and tapering in the fall to ensure adequate response and patrol as dictated by seasonal fluctuations in beach activity.

#### 3. After-hours Code Enforcement Staff

#### a. Year-round

One Code Enforcement Officer on duty from 1700-0000 hours daily

#### b. Peak Season (Friday before Easter through Labor Day)

- One additional Code Enforcement Officer on duty from 1600-0000 hours daily.
- One additional Code Enforcement Officer on duty from o800-1600 hours on weekends.

#### F. Uniform:

On-duty employees will wear matching uniforms with markings pre-approved by the Town.

#### G. Appearance:

Employees shall maintain a professional appearance while on duty.

#### H. Record Keeping:

- **a.** Each employee will submit a daily shift log maintained by the Contractor.
- **b.** Code enforcement activity shall be logged utilizing the Town of Kiawah Island's CitizenServe Software.
- **c.** Patient care reports for medical calls will be documented in accordance with DHEC requirements.
- **d.** Beach activity will be recorded for required USLA reporting annually.
- **e.** Beach Patrol and Code Enforcement activity will be available to the Town upon request.

#### I. Qualifications:

- 1. Each employee shall possess and keep current the following:
  - a. Patrol Staff:
    - i. Maintain USLA prescribed physical fitness and skills requirements.
    - ii. CPR/AED for the Healthcare Provider (BLS).
    - iii. Medical certification to the Emergency Medical Responder level or greater.
    - iv. Current driver's license
    - v. Background check performed by contractor and submitted to Town as requested.

#### **b.** Supervisors:

- i. Must meet all qualifications listed above
- ii. Must hold certification to the NREMT-B level or greater
- iii. Shall be trained and designated as a Code Enforcement Officer
- iv. Will be available and on-duty 24 hours a day, year-round.



### New Business - A

## **WAYS AND MEANS**

## Agenda Item

RFP Proposal –

**Barrier Island Ocean Rescue** 

## Proposal for Beach Patrol and Code Enforcement 14 January, 2022



Robert Edgerton 843-478-9583 Robert.Edgerton@iCloud.com 32 Sora Rail Road Kiawah Island, SC 29455 info@BeachPatrolSC.org www.BeachPatrolSC.org

Michael Sosnowski 843-817-7208 Michael.Sosnowski@gmail.com

#### **Barrier Island Ocean Rescue**

32 Sora Rail Road Kiawah Island, SC 29455 www.BeachPatrolSC.org



14 January, 2022

Town of Kiawah Island 4475 Betsy Kerrison Parkway Kiawah Island, SC 29455

Dear Members of Council,

Thank you for the opportunity to continue to conduct business with the Town of Kiawah Island. Island Beach Services, LLC dba Barrier Island Ocean Rescue (BIOR) would like to submit the enclosed bid for Beach Patrol and Code Enforcement Services. Having provided Beach Patrol for the Town of Kiawah since 2009, and Code Enforcement since 2020, BIOR has an intimate understanding of the needs and responsibilities associated with this role, and is fully prepared to begin and sustain operations immediately upon execution of the contract. BIOR and its employees have worked diligently over the last 12 years to create a strong relationship with Town staff and to build a reputation of both reliability and professionalism as representatives of the Town of Kiawah Island.

This RFP requires that peak season staffing begin before Easter, and BIOR agrees that this is a justified need on pace with Kiawah Island's growth. In consideration of this earlier staffing increase, challenges are anticipated in finding enough qualified applicants available so early in the spring due to widespread labor shortages, as well as meeting the training hours required by USLA and DHEC certifications before employees are eligible to work independently.

To this end, BIOR would like to ask the Town for flexibility with minimum staffing requirements during the initial 2022 spring (peak) season, should the need arise, to allow for the time necessary to meet the need of the increased services as additional staff are hired and trained.

The enclosed offer of services is firm and irrevocable for 60 days from the date of this letter.

Very Respectfully,

Robert Edgerton

Michael Sosnowski

Rbert M. Cayette

#### SUBMITTAL FORM (Offeror to complete all blanks)

ORGANIZATIONAL INF	<u>FORMATION</u>
NAME OF OFFEROR:	Island Beach Service, LLC dba Barrier Island Ocean Rescue
BUSINESS ADDRESS:	Barrier Island Ocean Rescue  32 Sora Rail Road

#### BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

Kiawah Island, SC 29455

- 1. that the offeror has carefully examined specifications for the Services;
- 2. that the offeror is familiar with all the conditions surrounding the performance of the Services;
- 3. that, if awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
- 4. that the offeror understands that the Owner reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
- 5. that, if awarded the Contract, the offeror will enter and execute a contract as required in the Request for Proposals (RFP);
- 6. that the Offeror is legally able to enter into and perform a contract, if awarded;
- 7. that the Offeror is current on all taxes and fees owed to the Town.

## SUBMITTAL FORM Page Two

#### I. EQUIPMENT:

Provide a list of the type and amount of equipment that will be committed to the Town for the Beach Patrol Contract.

#### II. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function. Please include the name and contact information for the Contact Person who will be charged with the administration of this contract.

#### III. EXPERIENCE:

At least three (3) references are required, however, you may provide as many as desired in excess of the three (3) required.

1.	COMPANY NAME: Town of Seabrook Island		_				
	Contract Title: Beach Patrol Services		_				
	Contract Period: From May 2017	To <u>31 March</u> , <u>2023</u>	_				
	Geographic Area Served <u>Town of Seabrook Island B</u>	each and Navigable Waterways	<u> </u>				
	Scope of Work: Beach Patrol Service and Beach Tras	sh Service	_				
	Contracting Office: Seabrook Island Town Hall						
	Contact Name: Joe Cronin		_				
	Title: Town Administrator		_				
	Address: 2001 Seabrook Island Road		_				
	City: <u>Seabrook Island</u>	State: <u>SC, 2945</u>	<u>5</u>				
	Telephone: 843-768-9121		_				
	Email: <u>jcronin@townofseabrookisland.org</u>		_				

#### SUBMITTAL FORM Page Three

#### IV. <u>EXPERIENCE (Continued)</u>:

2.	COMPANY NAME: Town of Kiawah Island		
	Contract Title: Beach Patrol Services		
	Contract Period: From <u>23 October</u> , <u>2009</u> T	o <u>6 February, 2022</u>	
	Geographic Area Served Town of Kiawah Island Beach	h and Navigable Wat	terways
	Scope of Work: Beach Patrol Services		
	Contracting Office: Kiawah Island Town Hall		
	Contact Name: Stephanie Tillerson		
	Title: Town Administrator		
	Address: 4475 Betsy Kerrison Parkway		
	City: Kiawah Island	State: SC,	29455
	Telephone: <u>843-768-9166</u>		
	Email: atillarean@hiarrahisland.are		
	Email: stillerson@kiawahisland.org		
3.			
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services		
3.	COMPANY NAME: Town of Kiawah Island		
3.	COMPANY NAME: <u>Town of Kiawah Island</u> Contract Title: <u>Code Enforcement Services</u>	<sup>™</sup> O <u>1 February, 2022</u>	
3.	COMPANY NAME: <u>Town of Kiawah Island</u> Contract Title: <u>Code Enforcement Services</u> Contract Period: From <u>1 January</u> , <u>2020</u> T	O <u>1 February, 2022</u>	
3.	COMPANY NAME: <u>Town of Kiawah Island</u> Contract Title: <u>Code Enforcement Services</u> Contract Period: From <u>1 January, 2020</u> T  Geographic Area Served <u>Town of Kiawah Island</u>	O <u>1 February, 2022</u>	
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services  Contract Period: From 1 January, 2020  Geographic Area Served Town of Kiawah Island  Scope of Work: After-Hours Code Enforcement Service	O <u>1 February, 2022</u>	
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services  Contract Period: From 1 January, 2020  Geographic Area Served Town of Kiawah Island  Scope of Work: After-Hours Code Enforcement Service  Contracting Office: Kiawah Island Town Hall	O <u>1 February, 2022</u>	
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services  Contract Period: From 1 January, 2020 T  Geographic Area Served Town of Kiawah Island  Scope of Work: After-Hours Code Enforcement Service  Contracting Office: Kiawah Island Town Hall  Contact Name: Stephanie Tillerson	O <u>1 February, 2022</u>	
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services  Contract Period: From 1 January, 2020  Teleographic Area Served Town of Kiawah Island  Scope of Work: After-Hours Code Enforcement Service  Contracting Office: Kiawah Island Town Hall  Contact Name: Stephanie Tillerson  Title: Town Administrator	ces	
3.	COMPANY NAME: Town of Kiawah Island  Contract Title: Code Enforcement Services  Contract Period: From 1 January, 2020 T  Geographic Area Served Town of Kiawah Island  Scope of Work: After-Hours Code Enforcement Service  Contracting Office: Kiawah Island Town Hall  Contact Name: Stephanie Tillerson  Title: Town Administrator  Address: 4475 Betsy Kerrison Parkway	Ces State: SC,	

## SUBMITTAL FORM Page Four

IV. <u>COST</u> :	\$ 1,195,280.04							
In Compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor for the Beach Patrol Contract at the following cost (all prices shall include applicable sales taxes):								
NAME OF COMI	MPANY: Island Beach Service, LLC dba Barrier Island Ocean Rescue							
By: The	Robert N. Edgerton Signature Print Name							
Γitle: <u>Owner</u>	(i.e., Owner, Partner, Corporate Officer, etc.	2.)						
Address: <u>32 Sor</u>	ra Rail Road							
City: <u>Kiawah Isl</u> a	Sland State: SC Z	ip: <u>29455</u>						
Геlephone Num	mber: <u>843-478-9583</u> Business Fax Number: <u>N/A</u>							
s your firm a	X Corporation, Sole Proprietorship, or Partnership?							
f incorporated,	d, please list state of incorporation: South Carolina	_						
BUSINESS LICEN	NSE:							
	not required to have valid business licenses to submit a Proposal. How Business License for business undertaken within the corporate limits of							
	iness have a valid <b>Town of Kiawah Island</b> Business License? X Yes  O-012496  Contact (843) 768-9166 with any questions.	□ No If yes, list the						
MINORITY/WOI	DMEN-OWNED ENTERPRISE:							
	ority or Woman-Owned business? ☐ Yes 🛮 No ertified? ☐ Yes 🗆 No							
f you are certifi	fied, you must furnish a copy of your certificate with your submittal.							

## NON-COLLUSION OATH

COUNTY OF: Chaeleston	
STATE OF: SUND Capelina	
Before me, the Undersigned, a Notary Public, personally appeared Robert N. Edgerto herein, his or her agents, servants, and/or employed not in any way colluded with anyone for a obtain information that would give the Offeror a colluded with anyone for and on behalf of the Other award of the contract herein.	and made oath that the Offeror oyees, to the best of his knowledge and belief, and on behalf of the Offeror, or themselves, to an unfair advantage over others, nor have they
SWORN TO BEFORE ME THIS  12 DAY OF January , 2022	Authorized Signature for Offeror
	Please print Offeror's name and address:
NOTARY PUBLIC FOR THE	Island Beach Service, LLC dba Barrier Island Ocean Rescue
STATE OF Sutta Carolina	32 Sora Rail Road
My Commission Expires: 01-24-2023	Kiawah Island, SC 29455
Print Name: Idea 5 Keywolds	
Address: 4475 Betsy Kreason , meknong	
Kiawash Paland SC 29445	
(Note: Notary seal required for foreign Offeror)	
The state of the s	

#### 1. Transmittal Letter – Above

#### 2. Submittal Form – Attached

#### 3. Firm Qualifications and Experience

Island Beach Services, LLC dba Barrier Island Ocean Rescue (BIOR) is a small business classified as an S-Corp located in and operating from our headquarters at 32 Sora Rail Road, Kiawah Island, SC 29455. The principal members of the firm are Robert Edgerton and Michael Sosnowski.

BIOR incorporated in 2007 and has been continuously providing Beach Patrol and Code Enforcement Services for the Town of Kiawah Island since 2009, and for the Town of Seabrook Island since 2017.

As stated in the most recent Public Safety Study by Public Safety Solutions, Inc., Island Beach Services, LLC is reported to be "well-equipped, well trained, and customer service oriented, [taking] pride in their profession, continually train[ing], and plan[ning] for how they can better serve the Town of Kiawah Island."

Always striving for excellence, BIOR first became accredited by the United States Lifesaving Association (USLA) in 2015, and achieved the USLA Advanced Agency designation in 2018. Over the course of 2020, BIOR invested in achieving an accreditation as a Rapid Responder Basic Life Support Agency through the South Carolina Department of Health and Environmental Control:

- Streamlining communication through 911 dispatch,
- Increasing the level of care from Emergency Medical Responder to Emergency Medical Technician for at least 80% of calls,
- Providing more advanced medical and rescue equipment carried in every vehicle, including, but not limited to, AEDs and airway management tools, and
- Enhancing continuity of care by utilizing an electronic patient care charting platform integrated into the prehospital continuum of care.

#### 4. Supervisory Staff Qualifications and Experience

The operational management and medical control functions for Barrier Island Ocean Rescue are performed by:

Robert Edgerton - 19 years of Beach Patrol and Code Enforcement experience. He is certified as a Paramedic and holds multiple instructor certifications in CPR/AED, First Aid, Emergency Medical Responder, EMT-Basic, and Lifeguarding, amongst others.

Michael Sosnowski – 18 years of Beach Patrol and Code Enforcement Experience. He has several years of Public and Non-Profit Management education and experience, is an EMT-Basic, and holds instructor certifications in CPR/AED, Water Safety, First Aid, and USLA training.

Keith Borg, MD – graduated from Macalester College in St. Paul, MN with his BA in Biology. He received his MD and his PhD (Microbiology and Immunology) from the Medical University of South Carolina. Dr. Borg completed his Emergency Medicine (EM) Residency at the University of Cincinnati. He currently holds the academic title of Professor, Departments of Pediatrics and Emergency Medicine.

#### 5. Equipment

- Seven four-wheel-drive trucks equipped with lights, sirens, and markings as required by SC DHEC
- **b.** Two all-terrain vehicles (ATVs)
- **c.** One rescue watercraft including all necessary boating and safety equipment i.e. trailers, PFDs, drybags, helmets, etc.
- d. One rescue sled
- e. Seven rescue boards with tie downs
- f. Seven DHEC approved first-responder emergency medical kits
- **g.** Two desktop computers
- h. Five cellular equipped iPads
- i. Seven AEDs with associated pads and batteries
- i. Seven sets of binoculars
- k. Three high power flashlights
- Two BodyCam style cameras
- m. Fourteen rescue cans (buoys)
- n. Seven backboard devices
- All necessary equipment for off-road driving i.e. tow straps, shovels, shackles etc.
- p. Seven fire extinguishers
- q. One dedicated Beach Patrol cell phone
- r. One dedicated Code Enforcement cell phone
- **s.** One VHF radio for ship to shore communications
- t. Sixteen variable size wetsuits for cold water rescue
- u. Snorkel/Mask/Fin for each employee
- v. Seven marker buoys and anchors
- w. Ten buckets with liners suitable for treating stingray stings
- x. Hand sanitizer and other Personal Protective Equipment as needed

All equipment is stored at the Sora Rail Headquarters.

#### 6. Similar Engagements with Other Government Entities

BIOR is currently under contract to provide similar Beach Patrol services for the Town of Seabrook Island.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2021

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

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

PRODUCER					NAME: PHONE (A/C, No, Ext): 877-738-3714 FAX (A/C, No, Ext): 847-953-2700							
		Affinity Insurance		С			E-MAIL					3-2700
	1100 Virgina Drive, Suite 250 Fort Washington, PA 19034						ADDRESS:					
	Fort Washington, PA 19054								NAIC#			
							INSURER A: Beazley / Syndicate 2623/623 at Lloyd's					
Island Beach Services, LLC dba Barrier Island Ocean						INSURER B:						
	Rescue						INSURER C:					
		32 Sora Rail Ro					INSURE	RD:				
		Kiawah Island,	SC 29455				INSURER E :					
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		CLAIMS-MADE	x OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00	
										MED EXP (Any one person)	\$ 5,000	)
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		POLICY PRO- JECT	LOC							PRODUCTS - COMP/OP AGG	\$ 3,000	0,000
		OTHER:									\$	
	AUT	OMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO								BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY	SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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					AUTHORIZED REPRESENTATIVE							

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Aon / Affinity Insurance Services, Inc

Worker's Compensation and Employer's Liability Policy
National Liability & Fire Insurance Company - A Stock Co.
Policy Number V9WC222314
Renewal of V9WC135899
NCCI No. [19054]

#### **Policy Information Page**

[1]Named Insured and Mailing Address

Island Beach Services LLC 32 Sora Rail Rd Kiawah Island, SC 29455 Agency

V3 INSURANCE PARTNERS LLC

1 Edgeview Drive

Unit 1C

Hackettstown, NJ 07840 Agency Code: PAVTHR20

Federal Employer's ID XX-XXX3593

Insured is Limited Liability Co. (LLC)

#### **Locations on Policy**

(L2) 4011 Betsy Kerrison Pkwy , Johns Island, SC 29455-7111 (06/10/2021 - 06/10/2022)

#### [2] Policy Period

From June 10, 2021 to June 10, 2022, 12:01 AM, standard time at the insured's mailing address.

#### [3] Coverage

- A. Workers' Compensation Insurance **Part One** of this policy applies to the Workers' Compensation Law of the following states: South Carolina
- B. Employer's Liability Insurance **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

Bodily Injury by Accident - each accident \$500,000 Bodily Injury by Disease - each employee \$500,000 Bodily Injury by Disease - policy limit \$500,000

- C. Other States Insurance Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:

See Extension of Information Page - Schedule of Forms

#### [4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$ 4,845
Total Surcharges/Assessments	\$ 0.00
Total Estimated Cost	\$ \$4,845.00

INTERNAL USE 12804 MGA : V9WC222314 Date : 06/07/2021 Page - 1 -

Information Page WC 000001A

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I understand	d these changes and	d I certify the foregoin	g is correct.			nd recommend th		
Insured's S	ionature	Da	ate	Agent's Signat	ure		Date	J

F013 (01/2013)



I have personally verified and re	commend these changes.
Agent's Signature	Date



#### **CURRICULUM VITAE**

## **Robert Edgerton**

**Mobile No:** (001) - 843 - 478 - 9583

Home Address: 109 Oyster Point Row, Charleston, SC, 29412, USA

E-Mail Address: Robert.Edgerton@iCloud.com

#### PERSONAL DETAILS

Age : 38 years old Date of Birth : May 7, 1983

Place of Birth : Charleston, South Carolina

Citizenship:AmericanMarital Status:MarriedReligion:ChristianLanguages:EnglishHobbies/Interest:Aquatic Sports

#### **SUMMARY**

I have a background in both Emergency Medical Services (EMS) and Lifeguarding. My EMS experience has been in 911 Third Service and Volunteer College systems. I have served as the Supervisor and then Director of a volunteer Collegiate EMS system and functioned as an independent paramedic and relief supervisor in a 911 service. I currently serve as the EMS Director and Training Officer for a SC state-licensed BLS Rapid Response Agency. I have lifeguarded at pool venues and in open water environments. I have negotiated government contracts to provide Beach Patrol services to local municipalities, and I have managed all aspects of that service. Honesty, integrity, and discipline are my most valuable traits. I have strong leadership qualities and a passion for teaching, managing, and empowering people so they are equipped to achieve their goals.

#### **EDUCATION**

Dates	Degree	Location
2001-2005	Undergraduate Studies, Non-Degree	College of Charleston, Charleston, SC, USA
Nov. 2005	Certificate of Proficiency in Emergency	Emergency Training Concepts, LLC- North
	Medical Technician - Paramedic	Charleston, SC, USA

#### HISTORY OF EMPLOYMENT

**NOVEMBER 2018 - PRESENT** 

Charleston County Lifesaving Association 1 Tudor Place

Charleston, SC, 29407, USA

#### **Founding President**

- 501(c)(3) organization providing and promoting professional lifesaving in the local aquatic environment
- Uphold programs and initiatives that advance and promote public safety awareness and response in open water environments

#### OCTOBER 2007 - PRESENT

#### Island Beach Services, LLC dba Barrier Island Ocean Rescue

32 Sora Rail Road Kiawah Island, SC, 29455, USA

#### Owner

- Negotiated a proposal and secured the contract to run Town of Kiawah Island Beach Patrol.
- Negotiated a proposal and secured the contract to run Town of Seabrook Island Beach Patrol.
- Negotiated a proposal and secured the contract to provide Code Enforcement Services for the Town of Kiawah Isand.
- Recruit and train staff for Beach Patrol and Code Enforcement Positions.
- Developed and teach the Safe Operations of Beach Vehicles Course for the Town of Kiawah Island.
- Purchase and maintain company equipment.
- Manage all aspects of company operations.
- Successfully completed certification as United States Lifesaving Association (USLA) Agency.
- Serve as a Code Enforcement Officer for the Town of Kiawah Island and for the Town of Seabrook Island
- Successfully obtained licensure through South Carolina Department of Health and Envioronmental Control (SC DHEC) as a BLS Rapid Response EMS Agency.
- Serve as the EMS Director.
- Serve as the EMS Training Officer.

#### **JANUARY 2006 - PRESENT**

Coastal Training Basics, LLC 109 Oyster Point Row

Charleston, SC, 29412, USA

#### Owner

- Own, and am sole operator, of the company specializing in Lifeguard, CPR, 1st Aid, EMR, and EMT training and consulting services.
- I solicit customers from local businesses, government agencies, and private individuals.
- Manage the medical training program for Charleston County Parks and Recreation Commission.
- Adhere to the current standards and maintain instructorships with American Red Cross, American Heart Association, and American Safety Health Institute.
- Subcontract as an adjunct instructor.
- Role player for the FBI Hostage Response Team task force training scenarios.
- Provide consulting services and expert witness testimony for prehosptial patient care.

#### MAY 2005 - APRIL 2020

Charleston County Emergency Medical Services 4045 Bridgeview Drive

North Charleston, SC, 29405, USA

#### **Paramedic**

- Work as a Paramedic on an Advanced Life Support unit in a 911 setting.
- Maintain the rank of Captain, and am responsible for my station, ambulance, partner and other crews at my station.
- Review patient care documentation for quality assurance.
- Duties include lifesaving interventions, Physical assessments, Cardiac monitoring, Assisting with the treatment and transport of the sick and injured.
- Competed in the Carolina Paramedic Competition.
- Assist in teaching lectures during in-service training and run skills stations as assigned.
- Certified as a HazMat Technician.
- Participated in the HazMat Team and Bike Team.
- Participated with the SC National Guard Weapons of Mass Destruction Regional Response Team-Charleston.
- Participate with the Tactical EMS Team.
- Actively assist with community awareness programs such as the High School Injury Prevention Coalition.
- Field Training Officer.
- Participate with the EMS Marine Team with the Charleston Metro Marine Unit.

- Successfully completed the Supervisor Training Course.
- Successfully completed the Behavioral Interview Course.
- Elligible as an Independent Duty Paramedic on a Quick Response Vehicle.
- Serve on the Deployment Strategy Workgroup.

#### **JUNE 2004 - DECEMBER 2015**

**Town of Kiawah Island, SC** 4475 Betsy Kerrison Parkway Kiawah Island, SC, 29455, USA

#### **Code Enforcement Officer (Seasonal)**

- Selected for a pilot program as the first night-time law enforcement for the Town of Kiawah.
- Assisted with the development of this branch of the Public Safety Department.
- Tasked with scheduling, recruiting, and training new personnel.
- Enforce town ordinances.
- Worked in cooporation with the local law enforcement and private security entities of the Island.
- Ensure the safety of all visitors and residents of the Island.

#### APRIL 2003 - MAY 2007

Island Products, Inc.

John's Island, SC, 29455, USA

#### Supervisor: Beach Patrolman/Lifeguard

- Ensured safety of beach patrons and enforced beach ordinances and regulations.
- Trained personnel in lifeguarding and BLS skills.
- I supervised daily agency operations and was responsible for scheduling.

#### JANUARY 2003 - DECEMBER 2006

College of Charleston First Responder Unit College of Charleston, SC, 29403, USA

#### **Student Department Director (Volunteer)**

- Provided care and treatment of the sick and injured on campus and in the surrounding community.
- Involved in recruiting and training new personnel.
- Supervised daily shift operations and crews.
- I was elected to serve as the Student Director of the Unit.

#### ADDITIONAL TEACHING EXPERIENCES

**JANUARY 2009 - PRESENT** 

**Lowcountry Regional EMS Council** 237 Oakland Drive Walterboro, SC, 29488, USA

#### **Instructor (Part - Time)**

- Preceptor for National Registry of EMT testing boards for Basic, Advanced, and Paramedic Practical Exams.
- Adjunct EMT Instructor.

**JUNE 2004 - DECEMBER 2009** 

Emergency Training Concepts, LLC Mount Pleasant, SC, 29464, USA

#### **Instructor (Part - Time)**

- Lead instructor for the AHA BLS classes.
- Lead First Responder Instructor.
- Honed leadership and teaching skills.

#### PRESENTATIONS - INTERNATIONAL

**Links in the Chain** – Simulation to improve care for patients with aquatic emergencies, a four year experience. World Conference on Drowning Prevention. Durban, South Africa. October 8-10, 2019.

#### **VOLUNTEER POSITIONS**

#### DECEMBER 2019 - PRESENT

#### **United States Lifesaving Association**

#### **Public Education Committee-Vice Chairman**

- Allocate educational grant funding for qualified applicants.
- Assist with educational and public awareness initiatives for open water environments.

#### Ways and Means Committee- Vice Chairman

- Manage annual membership dues.
- Assist with financial bookkeeping.

#### **JANUARY 2020 - PRESENT**

#### **South Atlantic Lifesaving Association**

#### **Vice President**

- Support regional member open-water lifeguard agencies with aquatic and educational initiatives.
- Represent regional member open-water lifeguard agencies on the national level at bi-annual USLA meetings.
- Assist with officiating regional and national lifeguard competitions.

#### MEMBERSHIPS, LICENCES AND CERTIFICATIONS

Title	License/Membership/
	Certification Number
<ul> <li>National Registry - Paramedic</li> </ul>	Certification # P8012504
<ul> <li>South Carolina DHEC EMT-Paramedic</li> </ul>	Certification #SC005792
<ul> <li>South Carolina DHEC EMT-Instructor</li> </ul>	Certification #SC005792
Certified Hazardous Materials Technician	
<ul> <li>American Heart Association Advanced Life Support (ACLS) Instructor</li> </ul>	
<ul> <li>American Heart Association Basic Life Support (BLS) Instructor</li> </ul>	
<ul> <li>American Heart Association Pediatric Advanced Life Support Instructor (PALS)</li> </ul>	
<ul> <li>American Heart Association Heartsaver First Aid Instructor</li> </ul>	

American Red Cross First Aid, CPR, AED Instructor

American Red Cross Lifeguard/Waterfront Lifeguard Instructor

American Safety & Health Institute (ASHI) Insturctor- Level 8

American Safety & Health Institute Basic Life Support Instructor

American Safety & Health Institute Advanced Life Support

Instructor

MEDIC First Aid, CPR, AED Instructor

International Trauma Life Support (ITLS) Provider

United States Lifesaving Association Member

United States Lifesaving Association Trainer

South Carolina Concealed Weapons Permit

PADI Open Water Diver

National Association of Safe Boating Law Administrators (NASBLA)

Boat Crew Member

NASBLA Boat Operator Search and Rescue (BOSAR) Course

K38 Open Water Rescue Water Craft Operator

Town of Kiawah Island Beach Vehicle Operations Instructor

Instructor # 2254644

Instructor # 2254644

Member #10222428

CWP#000169579

Diver #0902082729

Student ID # K38-OWRWCC-02-31920-14-06

#### **REFERENCES**

#### 1. Brian Gottshalk

Town of Kiawah Island 4475 Betsy Kerrison Parkway Kiawah Island, South Carolina, 29455

2. Dr. T. Keith Borg, MD, PhD

Medical University of South Carolina 96 Jonathan Lucas St. Charleston, SC 29425

3. Greig Samuelson

Charleston County Emergency Medical Services Lonnie Hamilton Building 4045 Bridgeview Drive, Suite B309 North Charleston, South Carolina, 29405

4. Todd McGeorge

Charleston County Emergency Medical Services Lonnie Hamilton Building Cell Phone (843) 901-4183 Office Phone (843) 768-9166

Email: BGOTTSHALK@KIAWAHISLAND.ORG

Cell Phone (843) 437-2557 Email: BorgK@MUSC.edu

Cell Phone (843) 810-2552

Email: <u>GreigSamuelson@gmail.com</u>

Cell Phone (843) 693-6762

4045 Bridgeview Drive, Suite B309 Office Phone (843) 202-6711

North Charleston, South Carolina 29405 Email: TMcGeorge@charlestoncounty.org

5. Nikki Bowie

Charleston County Parks and Recreation Commission

861 Riverland Drive

Office Phone (843) 762-8114 Charleston, South Carolina 29412 Email: NBowie@CCPRC.com

6. Butch Neal

Island Products, Inc.

3192 Donnelly Lane Office Phone (843) 819-4334

John's Island, South Carolina, 29455 Email: BeachBusiness1@Comcast.net

7. B. L. Bost

Emergency Training Concepts, LLC Cell Phone (843) 696-4141 Mount Pleasant, South Carolina, 29464 Email: sgtmaj104@comcast.net

8. Amanda Reeves

Dorchester County Emergency Medical Services 821 West 5<sup>th</sup> North Street

Office Phone (843) 832-0025 Email: eb.kjnmedic@gmail.com Summerville, South Carolina 29483

## MICHAEL SOSNOWSKI, CFRE

1 Town Creek Drive Charleston, SC 29407 - 843.817.7208 - michael.sosnowski@gmail.com

#### **EXPERIENCE**

2007 to Present - Island Beach Services, LLC dba Barrier Island Ocean Rescue

Kiawah Island, SC

Owner

Created and promoted Company specific to Municipal Public Safety

Seasonally Employ 25-30 Beach Patrol Officers

Draft Proposals - Monitor and Manage Budget

Create and Promote Business Development Opportunities

Meet and Maintain State and National Training Standards

2018 to Present - Anchored Up, LLC

Kiawah Island, SC

Owner

Own and operate 46 unit storage facility on Kiawah Island

Maintain 100% occupancy rate

Manage all leasing, marketing, and operational functions

Provide storage solutions for commercial entities on Kiawah Island, including Barrier Island Ocean Rescue

Constructing 55 additional units to be complete Spring 2021

2019 to Present - Charleston County Lifesaving Association Charleston, SC

Founding Member - Executive Secretary

501(c)(3) organization providing and promoting professional lifesaving in the local aquatic environment

Uphold programs and initiatives that promote public safety awareness and response in open water environments

2017 to 2020 - Water Mission,

North Charleston, SC

Director of Stewardship

Maintain a portfolio of major donors and strategic partners

Co-managed a team of 6 Regional Stewardship Officers

Grew portfolio from \$600k to \$2M in first 12 months

Planned and led Stewardship visits to international project sites

Identification and qualification of new donor prospects

2015 to 2017 – The Nature Conservancy of SC

Mt. Pleasant, SC

Donor Relations Manager

Maintain a portfolio of 75-120 middle and major donors

Reach an annual cash goal of \$250K with an additional campaign goal of \$1M

Raised appox. \$13M in planned giving commitments over 18 months

Identification and qualification of new donor prospects

Writing and submitting grant proposals for government entities and foundations

2012 to 2015 - Charleston Collegiate School

Johns Island, SC

Assistant Head of School for Advancement/Director of Admission

Increased Admission Applications 700%

Increased Overall Student Enrollment by 30%

Coordinated/Assisted in Raising \$5 Million Dollars Over 16 Months

Directed Annual Fund Campaign (\$175K) and Scholarship Program (\$250K)

Branding/Marketing/Advertising Creation and Execution

Maintain a Tour to Application rate of 93%

2012 to Present – CMG Marketing and Events, LLC Johns Island, SC

Event Host

Coordinate 24 International Corporations for SHOT Show - Industry Day at the Range

Sell Advertising and Sponsorships Specific to Industry Day

Maintain a Working Knowledge of the Outdoor Sporting Industry

2005 to Present – Sosnowski Properties, LLC Wadmalaw Island, SC

Co - Owner

Experience Working With the Lowcountry Open Land Trust as a Land Donor Land Management as Related to LOLT Property Easement

2006 to Present - Town of Kiawah Island

Kiawah Island, SC

Code Enforcement Officer

2010 to Present – Coastal Training Basics, LLC Johns Island, SC

Associate Instructor

2008 to 2012 – Roper St. Francis LifeLink Charleston, SC

Critical Care Transport EMT

2004 to 2006 – Island Products, Inc. Kiawah Island, SC

Beach Patrol Officer, Kiawah and Seabrook Supervisor

2004 to 2008 – University of Richmond Richmond, VA

Master Carpenter – Theater Department

#### **EDUCATION**

2004-2008 University of Richmond Richmond, VA

- Bachelor of Arts in English
- Minors in Business Administration and History

2012-2013 The Lily School of Philanthropy, IUPUI Indianapolis, IN

- Certificate Degree in Fundraising Management
- Emphasis on Interpersonal Communication and the Basics of Deferred Giving

2016-Present The University of Charleston Charleston, SC

- Master of Public Administration
- Focus on Non-Profit Management and Fundraising

#### SPECIAL SKILLS AND ABILITIES

Verbal and Written Communication, Conflict Resolution, and Team Management

Preliminary Donor Development, i.e. Setting Up the Ask As First Contact

Marketing for Non-Profits - Major Giving, Planned Giving, and Annual Fund

Experience with RFP and Bidding Process on the Community Level

Working with Municipal Government on Policies and Procedures related to Public Safety

Experience with BlackBaud Products: Raiser's Edge, Education Edge, and WhippleHill CMS

Volunteer Fundraising Consulting for 2 Anglican Parishes

Certifications: NREMT-B, Water Safety Instructor, ACA Level II Instructor, USLA Trainer, AHA Instructor, Challenge by Choice Facilitator, BVOPS Instructor.



Thank you very much for your wonderful can when Kate was stung by a sting ray bank. We were extremely thankful that you knew how to best handle the cituation. Your lane, compassion, knowledge, and professionalism did not go unnoticed. Kiawah Beach Patrol: Reocue is Luckefto have you both. Thank you again for all that you did for our family, especially Kat! Veringlouse you did for our family, especially Kat! Veringlouse

Second Wind crew, Captain and Lime, Many and Hadas
Grady and Hadas

Dear Jetski recovery team of Kiawah

we wanted to extend our deepest appreciation and gratifiede for you both to travel so long in the middle of the night to get us and of a very Orderally) Stuck situation. Despite gething wet and having a little midnight "swim" we are very thankful we are all safe and are not drifting at to see the our sailboat. Thank you again for your service and willingues to help with such great sprints and friendliness!

This is to say "thank you" to the great
Beach Patrol guys who helped me with a
stingray sting recently. Special thanks
to Luke and Matt. I really appreciate
all you did!
Best-Sue Bennett

331817829904-1

CHERRY MOON FARMS®

From: no-reply@parastorage.com

Subject: New message via your website, from tonymaasnc@gmail.com

**Date:** May 23, 2018 at 2:48 PM **To:** info@beachpatrolsc.org

#### You have a new message:

Via: http://www.beachpatrolsc.org/

#### Message Details:

Name Tony Maas

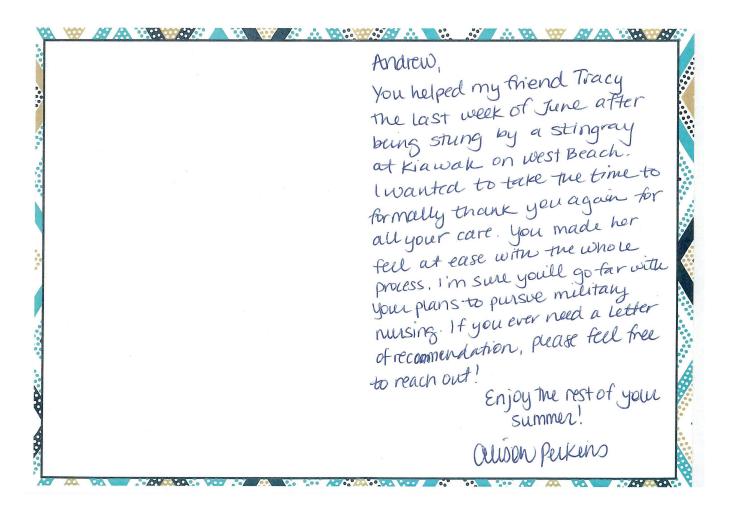
Email tonymaasnc@gmail.com

Subject Beach Patrol Guard named Tucker

Message Hello, I was in Kiawah this weekend with my family and my son Alex (3 yrs old) was so intrigued with the life guards. One guard named Tucker (didn't get his last name) was so great with him and Alex has been talking about him non-stop since. You guys took some pictures of us and Alex was absolutely thrilled. Especially when you had a scenario that we got to experience. I just wanted to say thank you for your time and let you know how much I appreciated it. Stay safe and thanks again, Tony Maas

Sent on: 23 May, 2018

Thank you!



From: Deb Cardin reply-to+c91c72003b2e@crm.wix.com Subject: [Beach Patrol] Feedback Form - new submission

Date: June 30, 2021 at 3:29 PM To: info@beachpatrolsc.org

**Deb Cardin** just submitted your form: Feedback Form on Beach Patrol

#### **Message Details:**

First Name: Deb

Last Name: Cardin

Email: debcardin@comcast.net

Phone: 4235067623

Experience: Excellent

Tell us more: Maleah was patrolling the beach on 6/20 when my 6 yo grandson excitedly flagged her down to tell her about "the pirate's treasure" he found on the beach. When I caught up with him, Maleah was telling him the beats time to hunt for treasure and looking at what he found. She went way beyond kindness to my grandson. She is definitely an asset to your organization and just a pleasure to talk to.

Date Field: Jun 20, 2021

Short Text Field: Maleah on Kiawah Island

If you think this submission is spam, report it as spam.



# Dear Max,

Toming to our, and our dog Rudy's, rescue on Saturday. It's comforting to know there is comeone to call when helded. We have quarantined Rudy to the house for now, until we can train her to come when called, even when distracted by birds! tropefully we can get her back out on the beach again soon as she truly loves it.

I wanted your superiors to know what

a good job you did and how much we appreciate you coming to our rescue. I am enclosing a small check made out to Kiawah Island Beach Parol to recognize you in the hopes that you can get something for the department or make a donation to covid-ia relief in whatever you choose.

Mankymagain! Lova Boniface 2 Rudy " From: Elanore Fuller no-reply+81873612807c@crm.wix.com

Subject: [Beach Patrol] Feedback Form - new submission

**Date:** July 8, 2020 at 2:38 PM **To:** info@beachpatrolsc.org

**Elanore Fuller** just submitted your form: Feedback Form on Beach Patrol

#### **Message Details:**

First Name: Elanore

Last Name: Fuller

Email: elanorefuller@gmail.com

Phone: 12024137054

Experience: Excellent

Tell us more: I was stung by a stingray and So and Malia were incredibly helpful. So arrived quickly and knew what to do right away, which really put me at ease. They were both calm and reassuring and I can't thank them enough!

Date Field: Jul 2, 2020

Short Text Field: So and Malia

To edit your email settings, go to your Inbox on desktop



Dear Rob.

You are a fantastic volunteer!

With your help, the 2018

USLA National Championships

were a big success I greatly
appreciate your time and
energy as an official.

Thanks again,
Fants

Dear Rob,

Thank you so much for your support of our Trathlon. Having you involved brings peace of mind and goes a long way in keeping our athletes safe-especially in Challenging conditions! We look forward to continuing to work with you and your tram.

Thank you,

Jana & Liz

From: Christine Barrymore no-reply+bdeed25f4f26@crm.wix.com

Subject: [Beach Patrol] Feedback Form - new submission

**Date:** September 8, 2020 at 2:19 PM **To:** info@beachpatrolsc.org

**Christine Barrymore** just submitted your form: Feedback Form on <u>Beach Patrol</u>

#### **Message Details:**

First Name: Christine

Last Name: Barrymore

Email: <a href="mailto:chris1018@bellsouth.net">chris1018@bellsouth.net</a>

Phone: 8284610056

Experience: Excellent

Tell us more: Sting ray encounter, very knowledgeable, helpful and kind.

The hot water worked great! Thank you both for all the care and

kindness.

Date Field: Sep 4, 2020

Short Text Field: Charles and Alex

To edit your email settings, go to your Inbox on desktop



Dear Lin or Madam,

Our doughter was string by a string ray on June 16. Thanks to Ahanmon and Matthew, all worked out well.

They quickly, calmly and professionally handled the situation. They gave instructions clearly, answered all of our guestions fully, and succeeded in

Joseph H. Marxer

Along Grow and my will phoned
About Standard my with a few
more gerestions, all of which Akannon
addressed Matthew Stapped my wife on
the beach the mest day to ash about
May Grove Tantostic service!

Nome mest summer, May Grove
may even try the orean again!
Regards, Joe

From: Charlie Vance CVance@CCPRC.com @ 🏴

Subject: FW: Thank You

Date: August 12, 2021 at 10:49 AM

To: Zachary LeClerc leclerczachary@gmail.com, Ailish Ward warda23@ashleyhall.org, Calder, Hannah Elizabeth

calderh19@students.ecu.edu

Cc: Nikki Bowie NBowie@CCPRC.com, Robert Edgerton robert.edgerton@icloud.com, Lauren Keane LKeane@CCPRC.com,

Garrison Prestwood GPrestwood@ccprc.com, swimlmb@gmail.com

#### Excellent job team!

Rob, thank you and your team for always being there to help and support us!!



#### **Charlie Vance**

Beachwalker Park Manager Charleston County Park & Recreation Commission

Primary: 843-762-9964

CVance@CCPRC.com | CharlestonCountyParks.com

From: Charleston County Park & Recreation Commission

**Sent:** Thursday, August 12, 2021 10:09 AM **To:** Charlie Vance < CVance@CCPRC.com>

Subject: FW: Thank You

Great work guys!



#### Christina Green

Customer Service Representative
Charleston County Park & Recreation Commission

Primary: <u>843-762-8107</u>

cgreen@ccprc.com CharlestonCountyParks.com

From: <u>mtodd@1791.com</u> < <u>mtodd@1791.com</u>>
Sent: Thursday, August 12, 2021 10:00 AM

To: Charleston County Park & Recreation Commission < CustomerService@ccprc.com>

**Subject:** Thank You

A big Thank You to the lifeguards and Beach Patrol at Beachwalker Park for their response on Monday, August 2.

I had been on the beach for an hour when I got very very hot. I stood up and realized I was too weak to walk off the beach. The people next to me had rented an umbrella & chairs and were leaving, & I asked the man if I could sit in the chair out of the sun. That's when things started going dark, and he got the Lifeguards.

Next thing I know, I'm surrounded by people, a BP cuff is on my arm & ice is on my neck. Two men lifted me into the BeachPatrol truck where I got oxygen & felt the wonderfully cool air of the a/c.

Altho everyone told me their name & credentials, I'm sorry I can't remember any of them. Suffice it to say, all involved were professional. To say I was impressed is an understatement. Please convey to everyone involved my gratitude & respect.

And please convey to the appropriate supervisors what a great group of people you have working at Beachwalker. You should be proud to have such a terrific staff.

Marti Todd Walterboro, SC Thank you so much for all of your assistance Kayden is much better - thanks again Kayden t Paige

From: 'Cheryl Leonard' via iKiawah listserv < ikiawah@googlegroups.com >

Sent: Monday, June 28, 2021 4:16:14 PM

To: ikiawah@googlegroups.com <ikiawah@googlegroups.com>

Subject: [iKiawah] Quick Response for Stingray bite

My husband composed this to thank everyone involved that helped him Wednesday June 23. If anyone

knows the doctor in the Wofford hat, please express our gratitude.

Cheryl Leonard

325 Low Oak Woods Drive

#### Stingray attack

Last Wednesday, while surf fishing, I had the unfortunate luck to step on a stingray. To say the least, it wasn't a pleasant encounter as you watch a 3" gash start pumping out blood. From that point on, I received unbelievable care from my friends, wife, beach goers and first responders. First my fishing buddy and my wife applied pressure to the wound. The lady in the ice cream truck called KI Public safety for help. When the beach patrol arrived, I was still losing blood and they applied a tourniquet and pressure bandage, which stopped the bleeding. A retired ER doctor wearing a Wofford hat was of great comfort and consulted with the Beach Patrol.

When EMS arrived, I was transported from the beach to the ambulance. Firemen were also waiting to assist as needed. Once in the ambulance, the EMT's monitored all my vitals, removed the tourniquet, examined and cleaned the wound and applied a fresh pressure bandage.

On arriving at Bon Secours St Francis Hospital ER, I received great medical care from staff, nurses, PA and the ER doctor. I left with steri strips and an antibiotic.

I can't thank everyone enough for all the quality care I received.

Gary Leonard 325 Low Oak Woods Johns Island, SC 29455

2982 Winners Circle Charleston, SC 29414

# hello

Rob,

Thank you and all the beach patrol staff for all the hard work and dedication to Suum Across America. Your staff professionalism, altention to detail and enthusian during the event nelped to make this are incredibly successful swim.

Most of all, we appreciate your feedback in making this event safer for evenyone involved.

Kiewah Tri one month away! Lix & Jana

A great big thank
you to the very
nice kids that come to
my ruscue when I was
over come by the heat.
They responded quickly
and efficiently to get me
home safely after
a long day in the
heat on dolphin watch.

Thanks again
for the very
professional
Kill



Patru Schoefen





## **WAYS AND MEANS**

## Agenda Item



### Memorandum

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Finance Director

SUBJECT: Budget Report for the First Six Months Ended 12/31/2021

DATE: 1/24/2022

#### Overview:

Presented here is 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 the cash basis and all the funds are consolidated.

As of December 31, 2021, the Town's governmental funds combined have 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 COVID-19 pandemic, the Town Council adopted the FY2022 budget with conservative revenue projections based on pre pandemic levels from year FY2019. However, all revenues generated by tourist activity exceeded the budget and these positive variances are projected to carry throughout the year. Additionally, the building permits revenue has spiked this year with the increased number of construction projects. 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. 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 donation to MUSC new facility, were not budgeted and will carry a negative variance throughout the year.

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		GENERAL FUND		SPECIAL FUNDS COMBINED		CAPITAL FUND	TOTAL FUNDS	
ASSETS				_				_
Cash and Cash Equivalents Cash and Cash Equivalents, Restricted Accounts Receivable Prepaid Item	\$	12,819,103 - 164,709 -		6,356,303 - -	\$	5,783,223 - -	\$	12,819,103 12,139,526 164,709
TOTAL ASSETS		12,983,812		6,356,303		5,783,223	-	25,123,337
LIABILITIES								
Accounts Payable and Accrued Liabilities		77,612		37,786		-		115,398
Municipal Court Fines and Assessments Payable Unearned Revenue		- 11,710		-		-		- 11,710
TOTAL LIABILITIES		89,322		37,786		-		127,108
DEFERRED INFLOWS OF RESOURCES Unavailable Revenue		135,663		-		-		135,663
TOTAL DEFERRED INFLOWS OF RESOURCES		135,663		-				135,663
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES		224,985		37,786				262,771
FUND BALANCES								
Restricted: Tourism Related Expenditures & Capital Improvements Victims' Assistance Unrestricted TOTAL FUND BALANCES		- 12,758,827 12,758,827		6,055,409 22,765 240,343 6,318,517		5,783,223 - - - 5,783,223		11,838,631 22,765 12,999,170 24,860,566
		12,100,021		0,010,011		5,100,220		27,000,000
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$	12,983,812	\$	6,356,303	\$	5,783,223	\$	25,123,337

Quarter Fiscal YTD

Revenue:	ACTUALS	BUDGET	VARIANCE	ACTUALS	BUDGET	VARIANCE	% VARIANCE
Building Permits	\$ 432,010	\$ 225,000	\$ 207,010	\$ 824,233	\$ 450,000	\$ 374,233	83%
Building Permits-Special Projects	-	=	-	305,197	100,000	205,197	205%
Business Licenses	107,430	100,000	7,430	302,573	300,000	2,573	1%
STR Application Fees	8,853	10,000	(1,147)	26,253	25,000	1,253	5%
Franchisee Fees	120,631	100,000	20,631	270,631	250,000	20,631	8%
Local Option Tax	328,808	149,363	179,445	422,169	298,726	123,443	41%
State ATAX	747,651	404,376	343,275	1,187,994	808,752	379,242	47%
Local ATAX	442,414	246,598	195,816	710,588	493,196	217,392	44%
County ATAX	270,794	200,000	70,794	270,794	200,000	70,794	35%
Hospitality Tax	229,138	144,221	84,917	406,344	288,442	117,902	41%
Environmental Services	55,553	50,000	5,553	611,436	600,000	11,436	2%
Intere	5,406	8,500	(3,094)	10,198	17,000	(6,802)	-40%
Other	29,010	25,000	4,010	50,538	50,000	538	1%
Non-Budgeted (ARP Funding)	440,343	-	440,343	440,343	· -	440,343	<u>100%</u>
Total Revenue	3,218,041	1,663,058	1,554,983	5,839,291	3,881,117	1,958,174	50%
Expenses:							
Salaries/Regular Employees	406,363	346,749	(59,614)	756,241	693,497	(62,744)	-9%
Overtime	12	1,050	1,038	57	2,100	2,043	97%
Benefits	112,512	109,746	(2,766)	194,609	219,493	24,884	11%
Payroll Tax	44,938	32,766	(12,172)	70,557	65,532	(5,025)	<u>-8%</u>
·			· · · · · · · · · · · · · · · · · · ·				
Employee Subtotal	563,825	490,311	(73,514)	1,021,464	980,621	(40,843)	<b>-4%</b>
Public Safety/Payroll and Related/ Off Duty Deputies	70,543	109,908	39,365	139,783	219,816	80,033	36%
Public Safety/CCSO Contract	88,065	89,156	1,091	88,065	100,000	11,935	12%
STR Code Enforcement	96,193	72,145	(24,048)	144,290	144,290	-	0%
Utilities & Supplies	22,881	62,725	39,844	74,480	100,000	25,520	26%
Advertising	814	3,500	2,686	1,888	3,500	1,612	46%
Communications	19,347	17,080	(2,267)	37,801	34,160	(3,641)	-11%
Waste Management	295,978	263,250	(32,728)	470,592	500,000	29,408	6%
Insurance	5,261	-	(5,261)	154,799	150,824	(3,975)	-3%
Professional Services	53,610	35,250	(18,360)	91,196	85,500	(5,696)	-7%
Consultants	30,276	32,750	2,474	78,074	90,000	11,926	13%
Maintenance	126,775	117,950	(8,825)	292,684	275,900	(16,784)	-6%
Travel	8,698	13,500	4,802	15,539	27,000	11,461	42%
Rentals	10,318	11,250	932	20,403	22,500	2,097	9%
Tourism & Recreations	620,207	600,000	(20,207)	778,689	829,979	51,290	6%
Contributions	,	-	(==,===, / -	-	-		0%
Other	48,379	62,646	14,267	134,808	165,292	30,484	18%
Non-Budgeted (MUSC )	200,000	-	(200,000)	200,000	.00,202	(200,000)	100%
Capital Outlay:	200,000		(200,000)	200,000		(200,000)	10070
Building	30,000	30,000	_	30,000	30,000	_	0%
Infrastructure	-	-	_	-	-	_	NA
Vehicles			_		_		NA NA
Other	48,716	40,000	(8,716)	48,716	40,000	(8,716)	<u>-22%</u>
Total Expenses	2,339,886	2,051,420	(288,466)	3,823,271	3,799,381	(23,890)	<u>-1%</u>
		· 	· · ·	· 	· 		
Net Changes in Fund Balance	878,155	(388,362)	1,266,517	2,016,020	81,736	1,934,284	2367%