



TOWN OF *Kiawah Island*®

Mayor

Craig E. Weaver

Council Members

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

Town Administrator

Stephanie Monroe Tillerson

4475 Betsy Kerrison Parkway | Kiawah Island, SC 29455 | (843) 768-9166 | Fax (843) 768-4764 | www.kiawahisland.org

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

February 6, 2018; 2:00 PM

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
 - A. Minutes of the Town Council Meeting of January 9, 2018 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only):
- VI. Consent Agenda:
 - A. Ordinance 2018-01 - to amend the Town of Kiawah Island Code of Ordinances by creating Chapter 8, Fairness in Lodging Act Compliance in Article 4, Finance and Taxation, to begin partnering with the South Carolina Department of Revenue in order to increase compliance on tax payments from rental properties - **Second Reading** [Tab 2]
- VII. Old Business:

None
- VIII. New Business:
 - A. 2018 Committee Appointments [Tab 3]
 - Board of Zoning Appeals
 - Environmental Committee
 - Public Works Committee
 - State Accommodations Tax (SATAx) Committee
 - B. Approval of the Kucera Proposal for 2018 Aerial Orthophotography Services [Tab 4]
- IX. Other Business:
 - A. FEMA proposed Flood Maps discussion
 - B. Budget Report for Period Ending 12/30/2017 [Tab 5]
- X. Town Administrator's Report:
- XI. Council Member:
 - a. Committee Updates
 - b. General Comments
- XII. Citizens' Comments:
- XIII. Executive Session:
 - A. To receive legal opinion from the Town Attorney on a matter related to the anticipated challenge by the South Carolina Environmental Law Project to seismic testing and drilling in the Atlantic Coastal waters.
- XIV. Adjournment:

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

January 9, 2018; 2:00 PM

Minutes

I. Call to Order: *Mayor Weaver called the meeting to order at 2:00 pm*

II. Pledge of Allegiance

Present at the meeting: Craig Weaver, Mayor
John R. Wilson
Diana Mezzanotte
Jack Koach
Chris Widuch

Also Present: Stephanie Monroe Tillerson, Town Administrator
Dwayne Green, Town Attorney
Petra Reynolds, Town Clerk

III. Approval of Minutes:

A. Minutes of the Town Council Meeting of December 5, 2017

Mr. Wilson made a motion to approve the minutes of the December 5, 2017, 2017 Town Council Meeting. The motion was seconded by Mr. Koach and the minutes were unanimously approved.

IV. Mayor's Update:

Mayor Weaver gave an update on the sand scraping dune renourishment projects. Work on the first phase, under the emergency permit, was done in three areas in which the water was getting within 20 feet of structure or infrastructure: Holes at the Turtle Point Golf Course, Ocean Course, and the Ocean Course Practice Range, was completed in early December. The second phase which required the Town applied to OCRM (Ocean and Coastal Resource Management) for a special permit to cover sand scraping dune renourishment work along Eugenia, at the Sanctuary Hotel, and at the Beach Club. Work is ongoing to complete the second phase, however, was delayed due to the recent snow and ice storm. The projected cost looks to come in at or below the estimated cost.

Mayor Weaver stated with the impact of the storm coming to an end there will be a number of suggestions on ways for the Town to prepare for a future snow and/or ice storm. He indicated that very little could have been done to plan for an event like this. The Town and Community Association staff insured that residents received as much information as possible on conditions on the Island along with bulletins from the County. With no availability of salt, a contractor spread sand on Island bridges, and a large number of deputies escorted residents on and off the Island along the Parkway.

V. Citizens' Comments (Agenda Items Only):
None

VI. Old Business:
None

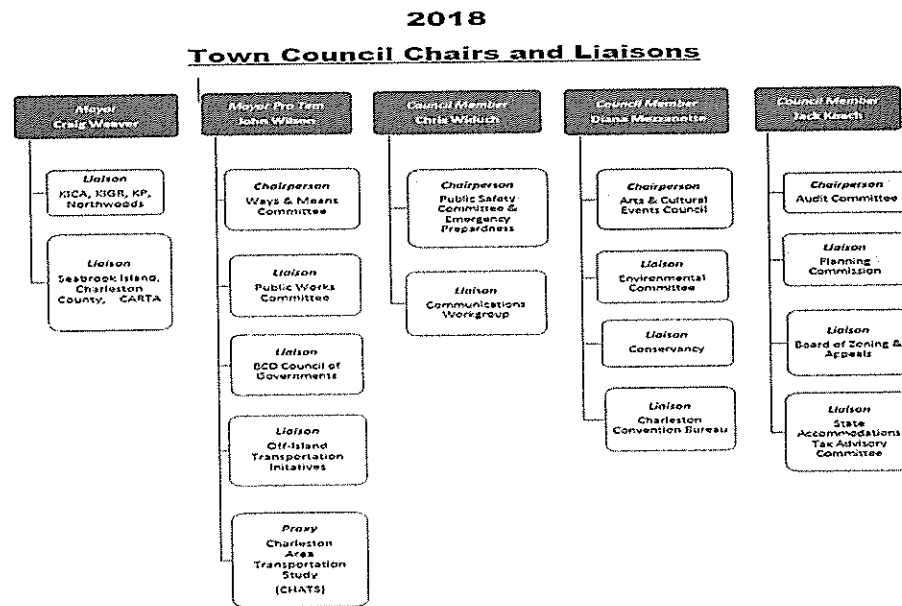
VII. New Business:

A. Approval of the Town Attorney Contract

Mayor Weaver made a motion for the approval of a contract services agreement for municipal legal services with Hampton Green, LLC and to reappoint Dwayne Green as Town Attorney. The motion was seconded by Mr. Koach and the motion unanimously passed.

B. 2018 Committee Chairman/Liaisons

Mayor Weaver stated Council Members' responsibilities and roles are reviewed in the presented chart displaying the 2018 Committee Chairman and Liaison assignments. He noted that there were the same as the assignments as last year with the exception that Mr. Koach will be taking on the role as the Audit Committee Chairman.



C. 2018 Committee Appointments

- **Audit Committee**

Mayor Weaver made a motion to appoint Jack Koach as chairman of the Audit Committee. The motion was seconded by Mr. Widuch and was unanimously passed.

- **Arts and Cultural Events Council**

Mrs. Mezzanotte indicated that Mr. Robert Hill is moving to Operations Support Services and the current member of the Arts and Cultural Events Council will be reappointed.

- **Planning Commission**

Mr. Koach indicated that Mr. Larry Iwan has agreed to service for an additional four year term and in requesting reappointment to the Planning Commission.

- **Public Safety Committee**

Mr. Widuch indicate the current member of the Public Safety Committee are requesting reappointment to the Committee.

Mayor Weaver made a motion to approve the reappointments of members of the Arts and Cultural Events Council, Planning Commission and Public Safety Committee. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.

Mrs. Mezzanotte indicated the current members of the Audit Committee were requesting reappointment.

Mayor Weaver made a motion to approve the reappointments of members of the Audit Committee. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.

Mayor Weaver stated the approval of the franchise agreement with Island Beach Services, Preventive Maintenance Contract with Triad Mechanical, Greenery Kiawah Parkway replanting Proposal, and the Parkway Engineering Services Proposal from Soil Consultants were reviewed and discussed at the Ways and Means Committee meeting and recommended to Town Council for approval.

- D. Approval of Beach Franchise Agreement with Island Beach Services
- E. Approval of Preventive Maintenance Contract with Triad Mechanical
- F. Approval of The Greenery Kiawah Parkway Proposal
- G. Approval of the Parkway Engineering Services Proposal from Soil Consultants, Inc.

Mr. Widuch made a motion to: enter into a Beach Franchise Agreement with Island Beach Services, enter into a Preventive Maintenance Contract with Triad Mechanical, approve The Greenery Parkway Proposal, and approve the Parkway Engineering Services Proposal from Soil Consultants, Inc. The motion was seconded by Mrs. Mezzanotte.

Mrs. Mezzanotte indicated that during discussion at the Ways and Means Committee meeting she expressed her concern with replanting plants along the Parkway which will be susceptible to future flooding. She was assured that the plants would be reviewed and adjustments made.

Following further discussion the motion was unanimously passed.

- H. Ordinance 2018-01 - to amend the Town of Kiawah Island Code of Ordinances by creating Chapter 8, Fairness in Lodging Act Compliance in Article 4, Finance and Taxation, to begin partnering with the South Carolina Department of Revenue in order to increase compliance on tax payments from rental properties - First Reading

Mrs. Szubert explained **Ordinance 2018-01**, to enact the State's Fairness in Lodging Act's provisions, would amend the Town's Municipal Code to provide the Town with additional enforcement authority over the accommodations tax of those renters who currently are not submitting the appropriate amount of state, county, and local accommodations taxes. Currently, the South Carolina Department of Revenue (SCDOR) collects accommodations and sales taxes from Airbnb rentals, however other travel companies owe these taxes and are not consistently paying business license taxes and local accommodations taxes to local governments. The Town would begin partnering with SCDOR in order share information to increase compliance on tax payments from rental properties.

Committee members engaged in an in-depth discussion of the purpose of the ordinance.

Mr. Widuch made a motion to approve the first reading of Ordinance 2018-01 to amend the Town of Kiawah Island Code of Ordinances by creating Chapter 8, Fairness in Lodging Act Compliance in Article 4, Finance and Taxation. The motion was seconded by Mr. Wilson.

Following further discussion the motion was unanimously passed.

VIII. Other Business:
None

IX. Town Administrator's Report:

Ms. Tillerson commented on the recent article in the Post and Courier singling out Kiawah's representation on the CARTA (Charleston Area Regional Transportation Authority) Board when it receives no services. She stated Kiawah is actively represented at CARTA meetings, noting that she attends on the Mayor's behalf if he is not available. She has questioned CARTA staff on the status of services to Johns Island and Kiawah.

X. Council Member:
a. Committee Updates
b. General Comments

Mr. Koach had no report or additional comment.

Mr. Widuch had no report or additional comment.

Mr. Wilson had no report or additional comment.

Mrs. Mezzanotte reported the first Arts Council event for 2018 would be Quentin Baxter - Rodney Jordan Quintet taking place on Thursday, January 11th at the Turtle Point Clubhouse. The first art film is Moulin Rouge is on Friday, January 12th in the Municipal Center Council Chambers.

XI. Citizens' Comments:

Diane Lehder – 306 Palm Warbler Road

Mrs. Lehder comment on the plans to opening drilling along the Eastern Seaboard and the Coast of South Carolina. She questioned what plans the Town has to revisit the issue for discussion and to take a position.

Mayor Weaver indicated he briefly reviewed the article and does not have enough information on what the Town may or may not do. He did noted that the issue was addressed by both this and the previous Council. He tended to conclude that Council will deem the passing of two resolutions expressing the Town's view on the issue as being sufficient but there has not been any discussion among members of Council.

Mrs. Lehder noted *The Island Connection* was not represented at the Town Council meetings and if there was any concern on coverage of the meetings in the paper.

Mayor Weaver explained that the Town Council meeting were being live streamed on YouTube and can be followed remotely.

Virginia Abbott – 304 Sea Forrest Drive

Ms. Abbott stated she echoed Mrs. Lehder's comments and encouraged the Town to restate its stand on this very important issue to South Carolina. She also encouraged the inclusion of dune renourishment in front of Windswept I on any future sand scraping project permitting.

Mrs. Mezzanotte indicated the Environmental Committee has listed her concern as a topic of discussion.

Roger Warren – 39 Cotton Hall – KIGR

Mr. Warren expressed his support for the approval of the new tax collection ordinance. He encouraged the aggressive pursuit of those who are competition in the rental business and do not pay for business licensing or the proper taxes.

Mr. Warren indicated that on the position the Council has taken on drilling in the Southeast. He objects the representation of the Town Council who states they are taking a position on behalf of the Community before it has ever surveyed its residents. He stated when representing an opinion on an issue this significant, input and the outlook of the entire community should be determined, not just a small group.

Mr. Warren thanked Council for the process of the dune renourishment project. The project was necessary and the Resort will be contributing to the cost of the project. He noted a need for more significant renourishment and drainage discussions which will be required to protect properties on the ocean side of the Island.

XII. Executive Session:
None

XIII. Adjournment:

Mr. Wilson motioned to adjourn the meeting at 2:45 pm. The motion was seconded by Mr. Koach and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

Date

TOWN OF KIAWAH ISLAND
ORDINANCE 2018-01

An ordinance to amend the Town of Kiawah Island Code of Ordinances by creating Chapter 8, Fairness in Lodging Act Compliance in Article 4, Finance and Taxation, to begin partnering with the South Carolina Department of Revenue in order to increase compliance on tax payments from rental properties.

WHEREAS, the Mayor and Town Council recognize that providing lodging accommodations for tourists is an important component of the local economy; and

WHEREAS, there may be instances where individuals who rent residential accommodations to tourists are failing to collect and remit the local accommodations tax imposed pursuant to Article 5 of Title 6 of the South Carolina Code of Laws and the state sales tax on accommodations imposed pursuant to Section 12-36-920 of the South Carolina Code of Laws; and

WHEREAS, those who fail to collect and remit local and state taxes on accommodations provided to transients are competing unfairly against those who dutifully meet these legal obligations; and

WHEREAS, the South Carolina General Assembly has enacted the Fairness in Lodging Act (the "Act"), providing municipalities and counties the option to exercise additional enforcement authority regarding the aforementioned taxes and to engage in active cooperation with the South Carolina Department of Revenue in data sharing for the purposes articulated in the Act; and

WHEREAS, the Town of Kiawah Island has imposed the local accommodations tax provided pursuant to Article 5 of Title 6 of the South Carolina Code of Laws; and

WHEREAS, in order to avail itself of the authority provided in the Act, the governing body must by ordinance implement the provisions of the Act.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

SECTION 1 Purpose

1. Implement the provisions of the Act, as found in Article 7 of Title 6 of the South Carolina Code of Laws; and
2. Set, pursuant to the Act, a one-time civil penalty of two thousand dollars for failure to collect and remit local accommodations tax for each day a single rental property was rented; and
3. Direct that a certified copy of this implementation ordinance be provided to the director of the South Carolina Department of Revenue.

SECTION 2 **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

SECTION 3 **Effective Date and Duration**

This Ordinance shall be effective upon second reading approval.

PASSED, APPROVED, AND ADOPTED BY COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 6th DAY OF FEBRUARY, 2018.

Craig Weaver, Mayor

Petra Reynolds, Town Clerk

First Reading Approval: January 9, 2018

Second Reading Approval: February 6, 2018



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2018 Board of Zoning Appeals

*The Committee members serve three year terms which expire on January 31st
and are appointed by the Mayor and Town Council.*

Randy B. Gilmore, Chairman (2021)

10 Surfsong Road
Kiawah Island, SC 29455
Phone: 768-3511
randygilmore@bellsouth.net

Charles Larsen (2020)

10 Terrapin Island Road
Kiawah Island, SC 29455
Phone: 768-8754
Email: kiawahchas@aol.com

Ron Hacker, Vice Chair (2019)

203 Glen Abbey Road
Kiawah Island, SC 29455
Phone: 768-1005
Email: rhacker@bellsouth.net

J. Jay Lewis (2021)

114 Bufflehead Drive
Kiawah Island, SC 29455
Phone: 513-310-2413
Email: hlewis@cinci.rr.com

Scott Parker (2019)

28 Salt Cedar Lane
Kiawah Island, SC 29455
Phone: 864-275-9590
Email: Scparker6753@gmail.com

John Taylor, Planner

Charleston County Zoning and Planning
4045 Bridge View Drive
N. Charleston, SC 29405.
Phone: 202-7202
Email: jtaylor@charlestoncounty.org
Email: jtaylor@kiawahisland.org

Wendy Kulick (2020)

38 Marsh Edge Lane
Kiawah Island, SC 29455
Phone: 768-7466
Email: wkulick@bellsouth.net

Ben Farabee (2021)

39 Marsh Edge Lane
Kiawah Island, SC 29455
Phone: 243-9861
Email: abfarabee@bellsouth.net

J. JAY LEWIS

• hlewis@cinci.rr.com • 513-310-2413 (M)

EDUCATION

Bachelor of Science, Business Administration, June 1984 - The Ohio State University
Major: Accounting and Computer Science

Master in Business Administration, December 1986 - University of Dayton
Major: Finance and Production Operations Management

Master Certificate - Project Management, November 1996 - Stevens Institute of Technology /
George Washington University (PMP Certified 1996-2009)

PROFESSIONAL CAREER – NCR (1984-2005)

Worked in Finance, Accounting, Planning, Marketing, Mergers and Acquisitions, Strategic Alliances, Operations and Sales areas. Promoted throughout career from entry level to AVP position. Sales achievements included twelve CPCs in thirteen years with an average attainment of quota was 315% from 1989-1993. Received Great Performance Awards in 1996, 1998, 1999. Established strategic partnerships with Cisco, Microsoft, and Intel. Managed and negotiated three international acquisitions. Led Y2K team with 100 team members in 34 countries responsible for readiness of 15,000 field personnel and 72,000 customers. Worked in Dayton, Los Angeles, Sacramento, San Francisco, and Cincinnati. Traveled to 36 countries during career. Retired July, 2005.

COMMUNITY VOLUNTEERISM

- 20/30 Club – Sacramento (1989-1995)
 - OSU Alumni President – Northern California (1993-1995)
 - NCR Community Volunteer (1996-2005)
 - Youth Baseball Coach (1994-2016)
 - Anderson Township Little League Board Member (2006-2015)
 - Anderson Township Little League President (2007-2009, 2011-2012)
 - Anderson Township Transportation Advisory Committee (2007-2017)
 - Anderson Township Development Advisory Committee (2011-2013)
 - Anderson Township Zoning Commissioner (2013-2017)
 - Walnut Hills High School Baseball Coach (2014-2017)
 - Walnut Hills High School Legacy of Excellence Campaign Chair (2015-2016)
 - Evanston Community Council – Block Captain (2016-2017)
-

PERSONAL DATA

- Married, 4 children
- Anderson Township Resident (1996- present)
- Roy Hobbs baseball participant (2002-2016)
- Enjoys gardening, golfing, hiking, traveling, RVing

The Town of Kiawah Island

Board of Zoning Appeals Charter

Board of Zoning Appeals (BZA) meets as needed to: hear and decide zoning appeals of an alleged error; hear and decide applications for variances; and permit uses by special exception. Members of this group are appointed by the Mayor and Town Council and serve for three-year terms.



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2018 ENVIRONMENTAL COMMITTEE

*Committee members are appointed by the Mayor and Town Council
to serve one year terms. All terms expire on January 31st.*

Jim Jordan - TOKI - Chairman

4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
768-9166
jjordan@kiawahisland.org

Jim Chitwood

49 River Marsh Lane
Kiawah Island, SC 29455
768-0838
jlchitwood04@yahoo.com

Jim Sullivan

79 Blue Heron Pond Rd.
Kiawah Island
843-768-2605
sullivanjv@aol.com

Lynne Sager

582 Oyster Rake Road
Kiawah Island, SC 29455
843-768-4865
lynnesager@me.com

Jane Ellis

178 Marsh Island Drive
Kiawah Island, SC 29455
864-378-1004
jellis@presby.edu

Lynette Schroeder

50 Surfsong Road
Kiawah Island, SC 29455
203/358-9279
lyn.Schroeder@yahoo.com

John W. Leffler

60 Sunlet Bend
Kiawah Island, SC 29455
843-768-9528
LefflerJ@comcast.net

Michael Guzniczac

5543 Cypress Cottage Lane
Kiawah Island, SC 29455
262-993-0898
mjguz@icloud.com

Pam Wilson

1 Grey Wigeon Lane
Kiawah Island, SC 29455
610-324-5574
Pamwilson813@gmail.com

Scott Nelson

65 Persimmon Ct
Kiawah Island, SC 29455
864-277-2823
cscottnels@gmail.com

Beverly Gholson

85 Wax Myrtle Ct
Kiawah Island, SC 29455
303-317-7865
bvgholson@aol.com

John (Jack) Kotz - KINHC

31 Greensward Rd.
Kiawah Island, SC 29455
768-3239
johnkotz@me.com

Justin Core - KINHC
80 Kestrel Court
Kiawah Island, SC 29455
(843) 768 2029
justin@kiawahconservancy.org

Matt Hill - KICA Lakes Management
23 Beachwalker Drive
Kiawah Island, SC 29455
768-2315
matt.hill@kica.us

Amanda Mole - ARB
130 Gardeners Circle, Suite 123
Johns Island, SC 29455
768-3419
Amole@kiawah.com

Liz King - KIGR
1Sanctuary Drive
Kiawah Island, SC 29455
768-6001
liz_king@kiawahresort.com

Aaron Given - TOKI
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
768-9166
agiven@kiawahisland.org

Diana Mezzanotte – Council Liaison
99 Rhett's Bluff
Kiawah Island, SC 29455
407-346-6238
dmezzanotte@kiawahisland.org

Petra Reynolds
Town Clerk
Town of Kiawah

Dear Ms. Reynolds,

This letter is to express my interest in serving on the town's conservation committee. My wife and I have been home owners on Kiawah since November of 2011. Like most, it was the emphasis on maintaining a healthy balance of natural habitat and wildlife that attracted us to the island. The conservation efforts by all parties associated with the island is very refreshing.

Our home for over 30 years is in Wisconsin, and now we split our time between Wisconsin and South Carolina. Over the years, I have been involved with a number of conservation related organizations. For 10 years, I was the executive director of the Wildlife in Need Center. WINC is a wildlife rehabilitation facility taking in roughly 3500 wild animals annually. The center also produces approximately 130-150 educational programs in house as well as on a outreach basis in a 4 county area. The facility is situated on a 98 acre parcel of land owned by the University of Wisconsin and is a nature museum containing five distinct eco systems.

Also, I am a past director and Vice President of the board of The Foundation for Wildlife Conservation. FWC was the arm of the Milwaukee Zoological Society which maintained the Society's conservation efforts throughout the world. This included support of Lewa Camp, a refuge in Kenya for the white rhino. We also managed 6000 acres of raw land in Belize. This property has been used for research projects including "birds without borders", university studies on bonobo and holler monkeys, as well as fauna and native artifacts. In addition we have identified a number of unique orchids on the property, some never before recorded.

While conservation and development are sometimes at odds, here on Kiawah Island there seems to be a balance that is beneficial to both. This balance of wildlife, habitat, and human interaction is what I have worked to maintain in my past experiences. It's that understanding of balance and interaction that I feel would be of benefit to your committee. Thank you for your consideration and I look forward to your reply.

Sincerely,

Michael J. Guzniczak

5534 Cypress Cottage Ln.
Kiawah Island, SC
29455

Hi Petra,

Thanks for your guidance on applying for this Committee. As you suggested, I am submitting the following letter outlining some of my professional and volunteer experience in the environmental issues.

Please consider this letter as an application for the Town of Kiawah's Environmental Committee. I am passionate about the natural habitat and wildlife of Kiawah Island and believe that my interests and experience would be of benefit to the Committee.

Although I have lived on Kiawah Island less than two years, I have made the most of that time by becoming involved in the environmental aspects of this rich paradise. I initially planned to spend just winters here and timed my first visit to coincide with the Christmas Bird Count. After that, I volunteered for Aaron Given for marsh bird banding in the winter and spring.

After returning to Colorado, I decided to move here fulltime and did so last summer. Since then I have continued with the marsh bird banding, monitored 21 bluebird boxes on the Ocean Course in spring and summer, participated in turtle patrol and am the program coordinator for the new Kiawah Island Shorebird Stewardship Program.

In addition to these field activities, I am on the Science Committee of the Kiawah Conservancy and have attended the Environmental Committee meetings for almost a year as an interested citizen.

My interest in the environment and wildlife did not begin with my tenure on Kiawah. I was an environmental attorney for 17 years, working for Fortune 500 pulp and paper and chemical industries. A fortuitous leveraged buy-out allowed me to retire at a relatively young age and I have enjoyed 25 years of volunteer work in environmental areas.

I was a docent for four years at the Peregrine Fund's World Center for Birds of Prey in Boise-handling falcons, eagles, hawks and owls and teaching the public about these amazing animals. For over ten years, I was a volunteer naturalist for both the County and City of Boulder, CO where I gave programs to the public and school children about geology, ecology, mammals, birds of prey, etc. Also I was a "bear babysitter" for the City of Boulder for seven years, monitoring bears and their young who wandered into town and keeping the public and their pets a safe distance from them.

In addition to field experience, I have extensive experience in environmental policy and decision-making. I have served on numerous Boards and Committees. In Boise, I started a "friends of" group for the Snake River Birds of Prey National Recreation Area. In Boulder, I chaired the Colorado Mountain Club's Conservation Committee and chaired the board of Wildlands Restoration Volunteers-a local land restoration organization that receives over \$1 million in funding per year for restoration projects. I was on the board of the Boulder County Nature Association- a science -based group who conducts studies, makes recommendations to governmental agencies and leads educational classes. Also, I participated in numerous councils and boards to determine the uses of local Boulder open space lands- much of which was hotly contested.

I feel that it is very important to "think globally, act locally" as some noted environmentalists have urged. That sentiment is probably no more important than here on the coast where we play host to migratory birds from the Patagonia to the Arctic Ocean.

Thank you for consideration of my application. Please let me know if you have any further questions.

Beverly Gholson

85 Wax Myrtle Ct

303-317-7865

I am very interested in learning more about the environmental committee openings and the possibility of serving. We have been vacationing on Kiawah for about 14 years, owned property for 10 and have now lived here full time for 2 1/2 years. It was the natural beauty and wildlife which kept us coming back year after year and it is still what we love most about the island.

I have recently completed the South Carolina Coastal Master Naturalist class and am working towards statewide certification. I am looking to get more involved in volunteering and protecting our abundant and unique low country resources. I believe that we are at a critical time of growth in many parts of the area and this presents an opportunity to work with businesses and developers to develop creative and successful growth and environmentally sound solutions for our communities.

Thank you,

Pam Wilson

610-324-5574

1 Grey Widgeon Lane

Petra:

I would like to learn more about the environmental committee opening and, based on that, be considered for membership on the committee. I have been a full-time resident of Kiawah since the end of 2012. Currently, I am a volunteer diver with the South Carolina Aquarium, the treasurer of the Kiawah Island Photography Club, Co-Coordinator for the Kiawah Island Naturalist Group and a volunteer with the joint Town-NOAA Dolphin strandfeeding project. Please let me know what the next steps would be and I look forward to your response,

Sincerely,

Scott Nelson

65 Persimmon Court
843-277-2823

The Town of Kiawah Island

Environmental Committee Charter

- I. The Town Council established the Kiawah Island Environmental Committee on January 14, 2003. Its function is to proactively manage and advise on a broad array of environmental issues including those of the Wildlife Committee, which it replaced.
- II. The Committee shall be constituted with not less than six nor more than eighteen members. The Environmental Services Wildlife Biologist will Chair the Committee. A member of Town Council with oversight responsibility for environmental concerns shall serve as Liaison. Other members shall include Kiawah property owners and representatives from Kiawah Island organizations with interests in environmental issues.
- III. The members shall be approved by the Mayor and Town Council.
- IV. Terms for the Committee members shall be for one year and expire annually on January 31. The Mayor and Town Council may reappoint Committee members for successive terms as approved.
- V. The Committee will perform the following functions:
 - a. Study and report on environmental issues, as may be referred by Town staff, Town Council, or self-generated.
 - b. Serve as an advocate for the protection of island wildlife and their habitat, including, but not limited to: birds, fish, reptiles, amphibians, plants, trees, and invertebrates.
 - c. Provide and/or support educational programs aiming to increase public awareness of Kiawah's natural environment and wildlife.
 - d. Support efforts to maintain a healthy island ecosystem, including beach, ponds, marsh, dunes, and maritime forest.
 - e. Support efforts to control invasive species on Kiawah Island.
 - f. Support ocean, river, and pond water quality monitoring efforts.
 - g. Make recommendations to Town Council on ways to improve the quality of environmental services, the cost effectiveness of such services and whether contractors or town staff should perform such services.
 - h. Request, review, and selectively approve applications for funding of natural resource and environmental initiatives. Approved initiatives will be presented to Town Council for funding approval.
- VI. The Environmental Committee shall coordinate its efforts, as appropriate, with the activities of County, State, and Federal Agencies and with other organizations sharing a similar purpose.

- VII.** The Environmental Committee may solicit the assistance of others to assist committee members in carrying out the committee activities.
- VIII.** Committee meetings shall be noticed and open to the public as is required by State Law. In addition to committee members, other invited guests and special consultants may participate from time to time.
- IX.** The Committee will be responsible to the Town Council and has no authority to spend funds or supervise staff except as approved by Town Council. Annually, the Committee will develop a budget for review/approval by the Ways and Means Committee and final approval of the Town Council. The Committee Liaison shall report to Town Council at regularly scheduled Town Council meetings.



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Chris Widuch

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Town Administrator

Stephanie Monroe Tillerson

4475 Betsy Kerrison Parkway | Kiawah Island, SC 29455 | (843) 768-9166 | Fax (843) 768-4764 | www.kiawahisland.org

2018 PUBLIC WORKS COMMITTEE

Members are appointed by the Mayor and Town Council and serve for one year terms. Terms expire on January 31.

David DeStefano, Chairman

31 Burroughs Hall
Kiawah Island, SC 29455
401-487-3282
davedestef@cox.net

James (Jim) Gilliam

224 Eagle Point Road
Kiawah Island, SC 29455
843-202-0298
jgilliam0928@gmail.com

Warren Stannard

294 Surfsong Road
Kiawah Island, SC 29455
768-1452
wgstannard@bellsouth.net

Dan Kasman

75 Otter Island Road
Kiawah Island, SC 29455
843-768-6935
jdkasman@gmail.com

Stephen Sager

582 Oyster Rake
Kiawah Island, SC 29455
843-768-4865
ssager@sbsager.com

Will Connor

KICA, Director of Major Repairs
23 Beachwalker Drive
Kiawah Island, SC 29455
768-2315
william.connor@kica.us

Rusty Lameo

Town Staff
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
768-9166
rlameo@kiawahisland.org

John R. Wilson

Council Liaison
749 Glossy Ibis Lane
Kiawah Island, SC 29455
768-0685
jwilson@kiawahisland.org

TOWN OF KIAWAH ISLAND
PUBLIC WORKS COMMITTEE CHARTER

- I. The mission of the Public Works Committee is to: A.) assist the Town in monitoring and making recommendations to improve solid waste services, infrastructure, facilities and utility needs.
B.) to recommend and consider proposals and methods to upgrade and improve public works related services on the Island.
- II. A member of Town Council shall have oversight responsibility for the public works committee serving as Committee Chairman and not less than 4 nor more than 7 permanent residents and representatives from organizations with similar interests shall serve as members.
- III. The members of the Public Works Committee shall be approved by the Mayor and Town Council.
- IV. The term for the members of the committee shall be for one year and expire annually on January 31. Committee members may be reappointed for successive terms as approved by the Mayor and Town Council.
- V. The Committee will perform the following functions:
 - A. Monitor the performance and activities of the Town Contractor as it relates to solid waste collection services.
 - B. Monitor the activities of the utilities, including electric, water/sewer, cable and video providing service on the Island.
 - C. Monitor the infrastructure conditions, repairs and replacement for Town owned infrastructure within its jurisdiction.
 - D. Develop a long-term island infrastructure and facilities master plan to be incorporated into the Town's Comprehensive Plan.
 - E. At the direction of the Mayor, engage in activities, investigations, analyses, engineering studies etc. relating to public works.
 - F. Make recommendations to Town Council on ways to improve the quality of public works related activities as defined above on the Island.
- VI. Committee meetings shall be noticed and open to the public as is required by State law. In addition to committee members, other invited guests and special consultants may participate from time to time.
- VII. The Committee will be responsible to the Town Council and has no authority to spend funds or supervise staff except as approved by Town Council. Annually, the Committee will prepare a budget request covering committee activities for submittal to Town Council for approval and inclusion in the overall budget, if appropriate. The Committee Chairman shall report to Town Council on regular Town Council meeting dates.

**Mayor**

Craig E. Weaver

Council Members

Jack Koach

Diana L. Mezzanotte

Chris Widuch

John R. Wilson

Town Administrator

Stephanie Monroe Tillerson

4475 Betsy Kerrison Parkway | Kiawah Island, SC 29455 | (843) 768-9166 | Fax (843) 768-4764 | www.kiawahisland.org

2018

SATAX Committee

STATE ACCOMMODATIONS TAX

The members serve a one year term expiring on January 31st and are appointed by the Mayor and Town Council

Dan Hubbard, Chairman

Property Owner

5522 Green Dolphin Way

Kiawah Island, SC 29455

dhubb@swbell.net

Phone 636-537-1611

Judy Chitwood

Property Owner

49 River Marsh Lane

Kiawah Island, SC 29455

j_e_chitwood@yahoo.com

Phone 768-0838

Bill Blizzard

Arts Council

736B Virginia Rail Road

Kiawah Island, SC 29455

billblizzard@gmail.com

Phone 768-3303

Robbie Crawford

General Manager

Kiawah Island Club

345 Freshfields Drive

Johns Island, SC 29455

Phone 768-5712

RCrawford@Kiawah.com

Roger Warren

Kiawah Island Golf Resort

1 Sanctuary Drive

Kiawah Island, SC 29455

Roger_Warren@kiawahresort.com

Phone 768-2121

Fax 768-6631

William Pittman

Andell Inn

300 Farm Lake View Road

Kiawah Island, SC 29455

793-6050

william.pittman@marriott.com

Pam Harrington

Harrington Exclusives

3690 Bohicket Rd

Johns Island, SC 29455

pamh@pamharringtonexclusives.com

Phone 768-0273

Fax 768-7311

Jack Koach

Council Liaison

14 Avocet Lane

Kiawah Island, SC 29455

768-3289

jkoach@kiawahisland.org

Town of Kiawah Island
State Accommodations Tax Committee

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(B) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(C) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

(D) Municipalities and counties annually shall submit to the South Carolina Accommodations Tax Oversight Committee:

- (1) end-of-the-year report detailing advisory committee accommodations tax recommendations;
- (2) municipality's or county's action following the recommendations;
- (3) list of how funds from the accommodations tax are spent, except for the first twenty-five thousand dollars and five percent of the balance in Section 6-4-10(2) allocated to the general fund. The list is due before October first and must include funds received and dispersed during the previous fiscal year;
- (4) list of advisory committee members noting the chairman, business address if applicable, and representation of the hospitality industry including the lodging industry and cultural interests.

(E) The regional tourism agencies in Section 6-4-20 annually shall submit reports on their budgets and annual expenditure of accommodations tax funds pursuant to this chapter to the Accommodations Tax Oversight Committee.

HISTORY: 1991 Act No. 147, Section 1; 2002 Act No. 312, Section 3.



Request for Town Council Action

TO: Mayor and Town Council Members

FROM: Jim Jordan

SUBJECT: Aerial Photography

DATE: January 30, 2018

BACKGROUND:

The Town of Kiawah Island (TOKI) has conducted high-resolution aerial photography (true color and infrared) of all of Kiawah Island periodically since 2000. Historical flights were conducted in 2000, 2005, 2010, and 2014. Aerial photography is used by all Town departments.

ANALYSIS:

Our current aerial photography is 4 years old and is obsolete for mapping purposes. Over the last 4 years, a number of new roads and developments have been completed, the beach has shifted dramatically, and new homes have been constructed. Updated photography will allow Town Staff to update a variety of mapping layers within the GIS environment. This new photography is also vital to the Town's Sea Level Rise Project and will provide needed data to ensure that flooding and sea level rise maps are as accurate as possible. In addition, this photography will satisfy the mitigation requirement under the Town's 2015 East End Beach Restoration Project.

Town Staff requested quotes for this project from 9 aerial photography companies. Three companies submitted full proposals for the work. Prices listed below:

Kucera International, Inc.	\$29,900
Sanborn, Inc.	\$33,440
Digital Mapping, Inc.	\$57,850

The lowest price was submitted by Kucera International, Inc. Kucera also performed the Town's aerial projects in 2010 and 2014. They provided high-quality, error-free work and staff recommends them for this year's work.

ACTION REQUESTED:

Authorize the expenditure of \$29,900 from the Aerial Photography ATAX line item to conduct this project during February 2018

BUDGET & FINANCIAL DATA: There have been no expenditures from the Aerial Photography line item during FY 2017-2018 and the current balance is \$30,000.

CONTRACT AGREEMENT

KUCERA INTERNATIONAL INCORPORATED

AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	110 W Reynolds St., Suite 202	Plant City, Florida 33563	(813) 754-9247
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this 6th day of February, 2018, between The Town of Kiawah Island, 4475 Betsy Kerrison Parkway, Kiawah Island, South Carolina, 29455, hereinafter referred to as the "Town," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the Town desires to engage the Consultant to provide professional aerial imaging services similar to those performed by the Consultant for the Town in 2014.

WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services;

NOW, THEREFORE, the Town and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

A. The Consultant will provide to the Town aerial mapping services covering the Kiawah Island which will generally consist of aerial photography, aerotriangulation, digital elevation model (DEM) compilation/generation/ updating, and digital orthophotography. The aerial photography will be acquired in direct 4-band RGBIR digital form at a 0.25' image resolution and will be georeferenced to a combination of airborne GPS/IMU and targeted ground control using a softcopy aerotriangulation process. The georeferenced imagery will be ortho-rectified to a digital elevation model (DEM), which will be photogrammetrically updated from the triangulated aerial imagery. The digital orthophotography will be furnished at 1"=100' scale, 0.25' image resolution in 4-band color and infrared or separate 3-band color and infrared forms.

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The services to be performed and area to be covered are more specifically described in the Consultants' letter of proposal dated December 18, 2017 and project area map/flight and control plan, attached hereto as Exhibits A and B, respectively.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated Town official charged with general administration and coordination of matters related to this Agreement on behalf of the Town.

B. **Project Coordinator(s)** - shall refer to the Town's or Contract Officer's designated person or persons responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager. Such coordination shall include, but not be limited to, the review and acceptance of any hardcopy and computer digital file samples submitted by the Consultant.

C. **Project Manager** - shall refer to the person assigned by the Consultant to oversee the Consultant's work, coordinate with the Town, and periodically report the status of the work to the Contract Officer or the Town's Project Coordinator.

D. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

E. **Work/Deliverables** - shall refer to all data provided to the Town corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.

F. **Delivery** - shall mean the receipt in good order and condition, by the Town Contract Officer or Project Coordinator(s), of all deliverables purchased by Town from Consultant under this Agreement.

G. **Acceptance** - shall refer to the Town's written or verbal acknowledgment of its approval in adequacy, accuracy, and quality of deliverables submitted by Consultant, following the Town's review of deliverables.

SECTION 3: RESPONSIBILITIES OF THE TOWN

A. The Town shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant to act as liaison between the Town and Consultant.

B. The Town shall within ninety (90) days of receipt review any samples or deliverables and approve or comment on same.

C. The Town shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.

D. The Town shall provide any designated Town-owned source materials to the Consultant required to complete the project work and shall apprise the Town as possible of other known available source materials which may aid in the performance and check of the work.

E. The Town at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.

B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A and B without the express written prior consent and Agreement of the Town and the Consultant.

C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the Town in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the Town's Project Coordinator(s) and make regular status reports to the Town.

E. The Consultant shall pay for the shipment of all deliverables and materials to the Town.

F. The Consultant shall begin to perform the services upon receipt of the Town's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlines in Section 5: Time of Completion.

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.

H. The Consultant shall obtain any non-Town owned/outside source materials designated for use in the completion of the contract work.

**2018 Contract Agreement between
Town of Kiawah Island and Kucera International Inc.**

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule as outlined in Kucera's proposal:

Phase	Start	Complete
Aerial photo acquisition	2/1/18	2/22/18
Orthophoto production and delivery	4/1/18	5/30/18

The contract work shall be completed by May 2018, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

Extensions of time may be granted by the Town upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.
2. Delays by the Town in providing notices to proceed, Town-designated source materials, or review/acceptance of the Consultant's work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the Town when the work or any portion thereof has been completed and products of such work have been delivered to the Town for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the Town and the Consultant or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, Town, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the Town shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, Town, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the Town from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The Town, its elected and appointed officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the Town with certificates of insurance on all policies required under this Agreement within ten (10) days of execution of this Agreement and prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the Town. The Town shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the Town has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-mentioned Town notification clause.

Consultant shall indemnify and hold Town harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Town to provide accurate and/or complete data and information to the Town as outlined and required by the terms and conditions of this Agreement except as may be defined in Section 11: Warranty.

SECTION 11: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The Town will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the Town's specifications and the relevant recognized standards and procedures for digital orthophoto mapping. The orthophotography produced will meet ASPRS Class 1 large scale map accuracy standards as applicable, i.e., having an RMSE displacement error within 1' for ground-based locations determined from the 1"=100' scale imagery in relation to their "true" (accurately surveyed) positions. The work shall be of high quality, and shall be within the tolerances allowed by the above-cited references. If the Consultant is notified in writing by the Town of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the Town. All rework shall be made at no additional cost to the Town.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the Town's review period, and shall make accessible to the Town whatever information, data, materials and processes the Town deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the Town's review or inspection processes.

The Town shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the Town if indicated as such in the absence of other notification.

SECTION 13: ACCEPTANCE

The Town shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the Town.

SECTION 14: USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the Town as outlined in the Scope of Services is for the exclusive use and benefit of the Town, and shall be the sole property of the Town and that such information shall not be disseminated by the Consultant without the express written consent of the Town.

B. All information, data, designs, plans, drawings, maps, photographs, specifications or other work furnished to or developed for the Town by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the Town, and all rights therein are reserved by the Town. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the Town without the Town's consent.

**2018 Contract Agreement between
Town of Kiawah Island and Kucera International Inc.**

C. During the course of the work, the Consultant, upon the express written consent of the Town, may fill requests by non-Town agents, business entities or individuals for imagery or orthophotography not part of this Agreement or not as yet delivered to the Town. Should this occur, the Consultant shall charge a reasonable fee for its service and at the Town's option will credit the Town an agreed upon percentage of such fees.

D. Upon the completion of the work, the Town may at its option enter into a contract with the Consultant to supply products and services which the Town may not be equipped to furnish to non-Town agencies or individuals. The Consultant will furnish a list of products and services over and above those furnished to the Town along with fees for such products and services, and the Town may direct the Consultant to charge such fees for them, as the Town deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered to the Town within its office in digital computer file form to serve as a backup to the data furnished to the Town. Should the Town suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

E. The Town shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the Town, e.g., image enlargement significantly greater than the specified map scale and associated accuracies.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the Town upon the Town's payment for the deliverables.

B. Use by a third party of the project aerial photography and associated digital imagery while in the Consultant's possession shall require advance approval from the Town.

C. If the project data is to be made available by the Town for use by outside entities, the Town and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to is proper use/interpretation for the protection of both the Town and Consultant.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

1. Aerial photography and control acquisition	\$ 16,100
2. Aerotriangulation	2,800
3. Digital orthophotography	<u>11,000</u>
Total Base Cost	\$ 29,900

Invoicing for each phase will be based upon documentation of completion and/or transmittal of phase deliverable.

The fees listed above include all ancillary services/products required for each cost item as defined in Exhibits A and B. Optional services will only be performed by the Consultant with written authorization of the Town.

SECTION 17: INVOICING

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in Section 16 (Compensation) of the Contract Agreement. The Town agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the Town or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 18: PRICE PROTECTION

The fees quoted for work contracted for by the Town as part of this Agreement, or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2014. Should the Town defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 19: COMPLIANCE WITH THE LAW

A. The Consultant shall not discriminate by any reason of age, color, handicap, national origin, race, religion or sex which is unrelated to the duties or position of applicants for employment by the Consultant.

**2018 Contract Agreement between
Town of Kiawah Island and Kucera International Inc.**

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 20: TERMINATION

This Agreement shall terminate upon the Town's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, DEM, digital orthophoto imagery, etc.

The Town may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the Town shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the Town may terminate this Agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

SECTION 21: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 22: AGREEMENT INTEGRITY

This document and attachments represent the full and final Agreement between the Consultant and the Town. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

**2018 Contract Agreement between
Town of Kiawah Island and Kucera International Inc.**

SECTION 23: JURISDICTION AND SIGNATURES

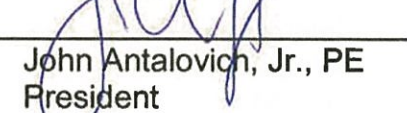
This Contract is hereby signed in the State of South Carolina and the laws of the State of South Carolina shall be applicable hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

TOWN OF KIAWAH ISLAND, SC

KUCERA INTERNATIONAL INC.

By: _____
Craig Weaver, Mayor

By: _____

John Antalovich, Jr., PE
President

KUCERA INTERNATIONAL INC.

AERIAL PHOTOGRAMMETRIC, REMOTE SENSING, & GEOMATIC SERVICES PROFESSIONALS

Exhibit A

December 18, 2017
Corporate Headquarters

Town of Kiawah Island
21 Beachwalker Drive
Kiawah Island, SC 29455

Attn: Jim Jordan, Wildlife Biologist

Re: Proposal for 2018 Aerial Orthophotography Services

Dear Mr. Jordan:

Kucera International Inc. is pleased to offer this proposal for 2018 digital aerial photography and orthophotography services covering Kiawah Island, South Carolina as per your November 28, 2017 email inquiry.

We understand that the Town is seeking the same services performed by Kucera in 2014. The 2018 work will therefore consist of new 4-band digital aerial photo capture at 0.25' resolution, airborne and ground control surveying, aerotriangulation, digital elevation model (DEM) review and as-needed updating and digital orthophoto mapping at 0.25' resolution in 3-band color and 3-band color infrared form covering the Town's designated 145 tile, approximately 30 square mile area.

The project ground control will consist of approximately 10 points, which will be existing recovered or newly surveyed targeted points and/or newly surveyed photo-identifiable feature locations. New control points will be surveyed on the South Carolina VRS using TOPCON GRS1 dual frequency GPS receivers. Existing control from the 2014 project will be used in the new project control network to the extent possible to support consistency between the aerial surveys. Field reference photos will be taken of the control points and included in a project control survey report deliverable. The ground control survey work will be performed by a licensed South Carolina surveyor. The project datums will be NAD83 SC State Plane horizontal and NAVD88 vertical with international foot units. The adjustment versions of the datums will be as selected by the Town.

Corporate Headquarters

38133 Western Parkway
Willoughby, OH 44094-7589
phone (440) 975-4230
fax (440) 975-4238
map@kucerainternational.com
www.kucerainternational.com

Kucera South

110 West Reynolds Street
Suite 207
Plant City, FL 33563
phone (813) 754-9247

Kucera Southeast

P.O. Box 2886
30 Fenwick Drive
Bluffton, SC 29909
phone (843) 540-2157

Henderson Aerial Surveys

3889 Grove City Road
Grove City, OH 43123-9193
phone (614) 539-3925
fax (614) 539-3928
map@hendersonaerial.com

Keddal Aerial Mapping

1121 Boyce Road
Suite 3100
Pittsburgh, PA 15241-3955
phone (724) 942-2881
fax (724) 942-2885
map@keddalaerial.com
www.keddalaerial.com

YOUR WINDOW TO THE WORLD



The aerial photography of the Island will be taken in January – February 2018 as soon after the Town's authorization to proceed and the placement of ground control targets as weather and ground conditions permit (i.e., clear skies, no excessive cross-winds, no fog, smoke, flooding). The time of photo capture will be limited to within approximately 45 minutes of low tide and during the time of the day when the sun height is above 30 degrees, with the objective of avoiding excessively long feature shadows and excessive sun glare off the water. The preferred flying time will be the morning hours when there is generally less glare off the water. The photography will be taken in 4-band using one of Kucera's latest generation, large format (20,000 pixel), high resolution (5 micron resolving power) 4-band Vexcel Eagle digital frame or Leica ADS100 digital pushbroom camera/sensor systems operated from one of Kucera's twin-engine Navajo Chieftain aircraft. The flying height used will be approximately 3500'-4800' above ground, yielding a direct image capture resolution of 0.25'. The digital aerial photo capture will require approximately 1 hour of "on-line" flying time to complete.

Immediately following capture the digital photo imagery will be downloaded, checked, and subject to an initial color/tone balancing. The imagery will subsequently be triangulated using camera-integrated airborne GPS/IMU measurements and the project ground control to finalize the image georeferencing and prepare for the ortho image rectification.

The DEM/DTM used for the ortho image rectification will be the Town's existing DEM/DTM data, (which Kucera updated for the Town's 2014 project) or other more recent DEM/DTM data if available. The source DEM/DTM will be reviewed against the newly captured aerial imagery and photogrammetrically updated as needed to support the new image rectification. The updated DEM/DTM used for the rectification will be furnished as a deliverable to the Town.

The project orthophotography will be created using Inpho OrthoMaster processing technology. Three-band color and color IR versions of the triangulated digital aerial photo imagery will be batch rectified to the project DEM/DTM data. The batch-rectified imagery will be QC-reviewed for accuracy and absence of anomalies. The rectified imagery will be batch process mosaiced, tone and color-balanced, and output as individual ortho tiles. The individual tiles will be manually QC reviewed and edited as needed prior to delivery. The finalized color and color IR orthophoto tiles will be delivered in uncompressed tile form in georeferenced TIF format and in 20:1 SID-compressed tile or mosaic form. Metadata in FGDC format will also be provided. The orthophotography will meet ASPRS Class 1 accuracy standards for positional representation of ground-based features, i.e., horizontal displacement RMSE within 1'.

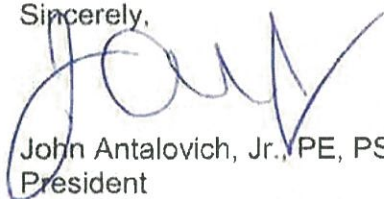
Kucera's fees by phase for the services described are as follows:

1. Digital aerial photo capture	\$ 12,500
2. Ground control survey	\$ 3,600
3. Aerotriangulation and DEM review	\$ 2,800
4. Digital orthophotography	<u>\$ 11,000</u>
Total	\$ 29,900

All project work can be completed within 90 days of aerial image capture.

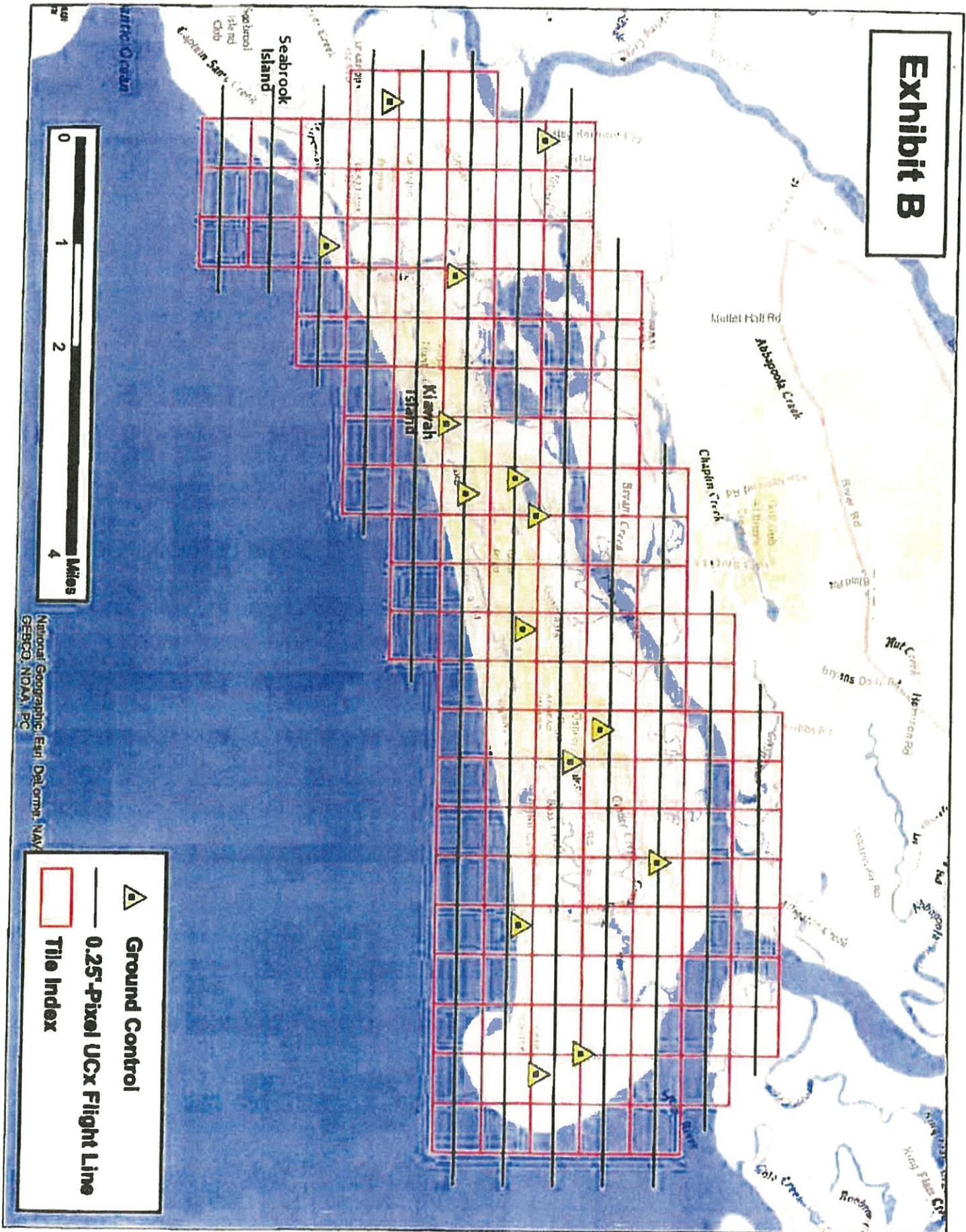
Kucera appreciates this opportunity and looks forward to again serving the Town of Kiawah Island. Please contact me for follow-up as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John', with a stylized flourish extending to the right.

John Antalovich, Jr., PE, PS
President

Exhibit B





Memorandum

TO: Mayor and Town Council Members

FROM: Dorota Szubert, Town Treasurer

SUBJECT: Budget Report for the First Six Months Ended 12/31/2017

DATE: 1/23/2018

Overview:

Presented here is the Town's Balance Sheet as of December 31, 2017 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, 2017, the Town's governmental funds combined have ending fund balance of approximately \$15.9M, a decrease of approximately \$800K from June 30, 2017. This result is anticipated at this point in the fiscal year as the Town receives the majority of the General Fund largest revenue, business licenses fees in the third quarter and the cost related to completion of the of the new Municipal building. Of \$15.9M approximately 35%, or \$5.6M is available for spending at the Town's discretion (unassigned fund balance).

Overall, for the first six months the Town's revenues appear reasonable for this time of the year and in line with the expectations. Consolidated revenues of \$3.4M were approximately \$80K or 2% lower than budgeted. This variance is attributable to the timing of the monthly collection of the Local Option, Accommodations and Hospitality Taxes.

With 50% of the year lapsed at the end of December, expenditures to date are approximately \$3.6M or 52% of total budgeted expenditures. The small variances are mostly related to timing with the few exceptions that will carry throughout the year. Insurance cost is 17% higher than budgeted due to increase in bridge coverage premium. Maintenance cost will exceed budgeted amount and for the first six months is 15% over the budget. In the second quarter, the Town also incurred cost related to the cleanup and partial beach renourishment after Hurricane Irma that totaled as of December 31, 2017 \$85K and \$112K respectively.

Capital expenditures are in line with the budget. The negative variance in Municipal Center construction cost is related to timing. This project is completed and closed. The total cost of the project is approximately \$8.8M, which is \$416K, or 5% less than original budget.

Town of Kiawah Island

Balance Sheet - Governmental Funds
Unaudited
Cash Basis
12/31/2017

	GENERAL FUND	SPECIAL FUNDS COMBINED	CAPITAL FUND	TOTAL FUNDS
ASSETS				
Cash and Cash Equivalents	\$ 5,614,802	\$ -	\$ -	\$ 5,614,802
Cash and Cash Equivalents, Restricted	-	8,707,455	1,571,889	10,279,344
Accounts Receivable	70,798	2,360	756	73,914
TOTAL ASSETS	5,685,600	8,709,815	1,572,645	15,968,060
LIABILITIES				
Accounts Payable and Accrued Liabilities	31,124	36,118	-	67,242
Municipal Court Fines and Assessments Payable	5,817	-	-	5,817
Unearned Revenue	3,941	-	-	3,941
TOTAL LIABILITIES	40,882	36,118	-	77,000
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	34,109	-	-	34,109
TOTAL DEFERRED INFLOWS OF RESOURCES	34,109	-	-	34,109
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	74,991	36,118	-	111,109
FUND BALANCES				
Restricted:				
Tourism Related Expenditures & Capital Improvements	-	8,649,248	1,572,645	10,221,893
Victims' Assistance	-	24,449	-	24,449
Unassigned	5,610,609	-	-	5,610,609
TOTAL FUND BALANCES	5,610,609	8,673,697	1,572,645	15,856,951
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 5,685,600	\$ 8,709,815	\$ 1,572,645	\$ 15,968,060

Town of Kiawah Island
 Budget to Actuals
 Fund: Consolidated All Funds
 For the Six Months Ended 12/31/2017
 Cash Basis

	Quarter			Fiscal YTD		
	ACTUALS	BUDGET	VARIANCE	ACTUALS	BUDGET	VARIANCE
Revenue:						
Building Permits	\$ 374,449	\$ 288,475	\$ 85,974	\$ 622,008	\$ 576,950	\$ 45,058
Business Licenses	72,267	90,000	(17,733)	156,023	155,000	1,023
Franchise Fees	74,576	55,000	19,576	224,576	225,454	(878)
Local Option Tax	134,728	133,525	1,203	256,818	267,050	(10,232)
State ATAX	685,224	736,000	(50,776)	685,224	736,000	(50,776)
Local ATAX	239,429	237,000	2,429	425,335	494,000	(68,665)
County ATAX	-	-	-	316,500	316,500	-
Hospitality Tax	135,311	131,500	3,811	257,431	283,000	(25,569)
Environmental Services	1,869	2,000	(131)	355,024	350,000	5,024
Interest	24,879	10,000	14,879	59,650	20,000	39,650
Other	27,587	30,000	(2,413)	33,496	38,500	(5,004)
Total Revenue	1,770,319	1,713,500	56,819	3,392,085	3,462,454	(70,369)
Expenses:						
Salaries	336,864	400,549	63,685	713,830	801,099	87,269
Overtime	1,351	4,675	3,324	10,267	9,350	(917)
Benefits	108,999	127,212	18,213	187,535	212,021	44,486
Payroll Tax	24,791	31,876	7,085	53,428	79,690	26,262
Employee Subtotal	472,005	564,313	92,308	945,060	1,102,159	157,099
Utilities & Supplies	72,039	52,065	(19,974)	114,080	104,130	(9,951)
Advertising & Promotions	5,906	5,550	(356)	7,545	3,100	(4,445)
Communications	8,770	7,874	(896)	27,697	25,747	(1,950)
Waste Management	276,020	291,000	14,980	434,967	431,000	(3,967)
Insurance	-	-	-	102,907	87,673	(15,234)
Professional Services	19,998	32,500	12,502	47,294	65,000	17,706
Consultants	12,237	30,200	17,963	54,181	60,400	6,219
Maintenance	139,711	101,306	(38,405)	232,238	217,612	(14,626)
Travel	5,086	7,941	2,855	9,034	45,883	36,849
Rentals	7,965	7,348	(617)	31,948	34,696	2,748
Tourism & Recreations	689,805	579,816	(109,989)	1,013,747	959,633	(54,115)
Contributions	-	-	-	-	-	-
Other	4,244	19,113	14,869	62,335	88,227	25,892
Debt Service	-	-	-	353,100	353,100	-
Unbudgeted (Storm Clean Up & Beach Renou	137,752	-	(137,752)	196,647	-	(196,647)
Total Expenses	1,851,538	1,599,026	(152,512)	3,632,780	3,578,358	(54,421)
Revenue Less Expenses	(81,219)	14,474	(95,693)	(240,695)	(115,904)	(124,790)
Capital Expenditures:						
Building	71,901	-	(71,901)	442,409	355,648	(86,761)
Other	-	-	-	84,028	100,000	15,972
Total Capital Expenditures	71,901	-	(71,901)	526,437	455,648	(70,789)
Net Changes in Fund Balance	(153,120)	14,474	(167,594)	(767,132)	(571,552)	(195,579)
	\$	\$	\$	\$	\$	\$

Town of Kiawah Island
Municipal Complex Construction - Current Projection Recap
12/31/2017

	Current Actuals	Budget	Current Projections	Projection/ Budget Variance
Surveying	\$ -	\$ -	\$ -	\$ -
LS3P/ Geotechnical Consulting	26,200	26,200	26,200	-
LS3P/ Architecture Basic Design Fee	437,995	438,000	437,995	5
LS3P/ Interior Design FF&E and Supplemental	44,175	46,500	44,175	2,325
LS3P/ Additional Design-Security/CCTV/AV	24,800	24,800	24,800	-
LS3P/ Land Planning/Civil	89,100	89,100	89,100	-
LS3P/ Cost Consulting	9,700	9,700	9,700	-
Thomas Construction Contract	7,461,706	7,299,997	7,461,706	(161,709)
Interior Furnishings & Equipment	347,945	439,000	347,945	91,055
Cedrus/ Project Management	118,900	230,000	118,900	111,100
Moving and Miscellaneous Expenses	48,981	250,700	48,981	201,719
Owners Contingency	223,682	396,003	223,682	172,321
Total Project Cost	\$ 8,833,184	\$ 9,250,000	\$ 8,833,184	\$ 416,816

Owners Contingency Budget \$ 396,003

Uses :

George Johnson/ Surveying	(5,420)
LS3P/Contract Extension for 3 months	(18,194)
LS3P/Reimbursables	(20,231)
LS3P/Redesign Fees	(7,221)
LS3P/Security Revisions	(897)
LS3P/SCDHEC Requirements	(4,375)
LS3P, Terracon, Stantec/PD	(35,000)
St. Johns Water /Permits	(20,000)
St. Johns Water /Impact and Origination Fees	(18,294)
SC DHEC/Permits	(1,555)
Stantec/Water Tap Consulting	(7,800)
Bartlett Tree Experts/Tree Cleaning and Underbrush	(7,124)
Best Buy/2 Monitors for Office Cameras	(1,123)
Youman's Oil & Fuel/Generator Fuel	(1,442)
Lowe's/Ice Maker and Fridge for the Workroom	(1,867)
Crest Construction / AC in the Garage and Steps in the Parking Area	(24,900)
Carolina Shelving and Mirror/ Shelves	(2,232)
Costal Burglar Alarm/Alarm System Additions	(4,362)
Coastal Millwork & Supply /Credenza in the Lobby	(6,455)
Century Group/ Pedestal for Plaque	(5,733)
Various/ Misc Furnishings	(3,508)
Southwood/Signage	(25,950) *
Carolina Blind Crafters/ Shades for Conference Room	(2,037)
The Greenery / Landscaping Improvements	(16,710) *
	<u>(223,682)</u>

Contingency Remaining \$ 172,321

Comments:

* Invoices have not been recived yet.

Town of Kiawah Island
Municipal Complex Construction - Change Orders Recap
12/31/2017

Original Contract		\$	7,299,997.00	
Change Orders:				
Approval Date	#			
8/3/2016	1	(40,000.00)	Credit Permit Allowance	
		4,677.00	Landscaping Planting Changes	
		598.00	Millwork Changes	
		2,225.00	Mechanical Changes/8 Fire Dampers	
		11,169.00	Sitework Changes	
		2,244.00	Door & Hardware Changes	
		3,620.00	Contractor Cost	
		915.00	Landscaping Changes	
		3,147.00	Millwork Changes	
		7,382.00	Plumbing Changes	
		1,981.00	Contractor Cost	
		<u>(2,042.00)</u>		
9/22/2016	2	35,101.00	Water Tap Work	
10/24/2016	3	7,937.00	Added Wells	
		17,190.00	Builders Risk Insurance	
		<u>25,127.00</u>		
1/27/2017	4	(4,381.00)	Change Plantation Shutters	
		5,074.00	Install Conduit Sleeves for BEC	
		(2,391.00)	Flood Gate Allowance Recon	
		<u>(1,698.00)</u>		
3/28/2017	5	3,231.00	Flooring Change/Add Ramp3231	
		6,310.00	Add Low Omni Ridge Vent	
		7,633.00	Increase Generator Pad Size and Raise	
		(575.00)	Security Changes	
		20,294.00	Electrical Changes	
		9,808.00	Add Cabinets and Top in 146	
		<u>46,701.00</u>		
Cancelled	6	3,852.00	Add Ceiling in Maintenance Building	
5/9/2017	7	1,555.00	Change Generator Feeder	
5/9/2017	8	3,730.00	Increase Tree Sizes	
5/9/2017	9	532.00	Add 1 Light Fixture	
5/9/2017	10	2,807.00	Additional Plantings	
6/2/2017	11	(3,852.00)	Deduct CO # 6	
		3,330.00	Adds to Audio System	
		<u>(522.00)</u>		
6/7/2017	12	4,056.00	Electrical Disconnects	
6/13/2017	13	6,943.00	Site Entrance Changes	
6/16/2017	14	6,865.00	Landscaping/Additional Pathways	
7/12/2017	15	788.00	Mock Electric	
8/8/2017	16	2,108.00	Supply and Install Soap Dispensers	
		(9,466.00)	Credit for Soap Dispensers	
		<u>(7,358.00)</u>		
8/8/2017	17	1,404.00	Repair PVC Pipes for Irrigation System	
8/14/2017	18	1,506.00	Mirrors and Installation in Restrooms	
8/22/2017	19	4,122.00	Shower Installation	
8/21/2017	20	1,263.00	Provide and Install 8 19.5" Monitors	
8/5/2017	21	3,986.00	Sink Relocation (50% of the Cost)	
8/5/2017	22	6,494.00	Ditch Modifications	
8/5/2017	23	29,697.00	Installation of Trench Drain System	
8/5/2017	24	(13,200.00)	Credit for Signs and Numbers Allowance	
		<u>161,709.00</u>		
Sub Total				
Revised Contract		\$	7,461,706.00	