



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

October 2, 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 September 4, 2018 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only)
- VI. Presentations:
 - A. Greene, Finney LLP FY 2017/2018 Audit Presentation [Tab 2]
- VII. New Business:
 - A. Kiawah Native Plant Week Proclamation [Tab 3]
 - B. To Consider Approval of the Proposal from Kimley-Horn for the Beachwalker Drive Improvements [Tab 4]
 - C. To Consider Approval of the Carolina Waste Contract Amendment for Two (2) Compactors Installed at Kestral Court. [Tab 5]
 - D. To Consider Approval of the Proposal from Watts Builders for the Demolition of a Residential Structure located at 122 Turnberry Street [Tab 6]
- VIII. Other Business:

None
- IX. Town Administrator's Report:
- X. Council Member:
 - a. Committee Updates
 - b. General Comments
- XI. Citizens' Comments:
- XII. Executive Session:
- XIII. Adjournment:

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

September 4, 2018; 2:00 PM

AGENDA

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
Dorota Szubert, Town Treasurer
Petra Reynolds, Town Clerk

III. **Approval of Minutes:**

A. Minutes of the Town Council Meeting of August 7, 2018

Mr. Wilson made a motion to approve the minutes of the August 7, 2018, Town Council Meeting. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously approved as amended.

IV. **Mayor's Update:**

Mayor Weaver reminded everyone that this was a municipal election year in which both Mayor and Council are elected. He stated that the candidate filing period was from September 4th to October 5th at noon and the forms and instruction are available from the Town Clerk. The municipal election will take place on December 4th at the Municipal Center.

Mayor Weaver reported he attend the third meeting of the Johns Island Growth Management Committee. The Committee, co-chaired by Charleston County Council Chair Rawls and Charleston Mayor Tecklenburg, aims to explore the growth and infrastructure needs on Johns Island. Despite some past reservations, he stated that this meeting was more useful with a primary focus on identifying an array of different infrastructure projects that are currently approved, funded or have been envisioned but not funded and getting the committee's view of the priorities of those projects. A resident input session revealed that the biggest concern was with the current and future road projects along with drainage issues. With all the entities that are involved with moving any project forward, Mayor Weaver expressed concern over how the Committee will be able to resolve those issues.

Mayor Weaver reported on the solid waste fee schedule recently put in place, rate changes for rentals have been confirmed, but some issues have been raised regarding HOAs (Home Owner's Associations), which in the past required backdoor service. Staff is working with HOAs to determine if their residents should have the option of choosing between curbside service or backdoor service. Some have agreed that residents can pick and choose, others are still deciding.

Mayor Weaver congratulated the Community Association on the completion of the new Sandcastle pool project.

V. Citizens' Comments (Agenda Items Only)

Wendy Kulick – 38 Marsh Edge Lane

Mrs. Kulick congratulated the members of the Sea Level Rise Subcommittee on the work, analysis, and research conducted to compile their report. She then expressed her concern at what she felt it was a violation to the Freedom of Information Act, the Town Administrator and the Mayor's refusal to release the Sea Level Rise report before today's meeting. She noted the report was a public document recommended to Council by the Environmental Committee and should have been shared, as are other documents, prior to this meeting.

Mrs. Kulick asked was if the Mayor or any of the members of Council had decided to run for re-election. Mrs. Mezzanotte stated that she would not be seeking re-election.

Mayor Weaver stated the decision not to release the report before today by stating he felt it best that this very important and complicated report was not publicly released until the members of Town Council along with the Community Association and ARB had a chance to review it.

VI. Presentations:

A. CHATS 2040 Long Range Transportation Plan Presentation

Ms. Tillerson stated that Mr. Taylor, the Town Planner, represents the Town on Charleston Area Transportation Study (CHATS) who have compiled a ranking list of projects. Mr. Taylor's presentation will focus primarily on those in the Kiawah/Seabrook area. The projects include the proposed Sea Island Parkway (ranked at number sixty), the Maybank Highway and River Road intersection (ranked twenty-six), and the Betsy Kerrison Parkway, Bohicket Road and River Road intersection (ranked thirty-seven.)

Mr. Taylor stated that the CHATS project serves the tri-county area with a long-range transportation plan. The plan covers all modes of transport including automobile, transit, bicycle, pedestrian, railroad, freight, and intermodal movements and sets priorities for spending federal funds on transportation projects in our region. He stated the analysis is conducted using data on road traffic volume, accident rates, travel patterns, and other statistics about the functioning of the transportation system. In the process of evaluation transportation projects, the study team identified criteria based on the top regional traffic concerns such as congestion relief, ranked at one of the highest priorities, support transit, support the existing infrastructure and mobility of freight, along with financial viability and impacts to economic development and local land use.

Mr. Taylor indicated projects were identified based on a series of maps and data assessments that were provided and reviewed. He reviewed the projects with direct traffic impact to Kiawah, Seabrook and Johns Island which have been added to the committed projects list the projects and their ranking. He noted that funds must be identified to see many of the projects through.

VISIONARY ROADWAY PROJECTS IN CHATS REGION

Midblocks

25| Maybank highway (Bohicket road to River road) 4-lane undivided - Ranking 31/63

35| Sea Island Parkway/Greenway (River road to Betsy Kerrison) 4-lane undivided - Ranking 60/63

Intersection Improvements

10| Maybank Highway & River Road - Ranking 26/43

02| Maybank Highway & Main Road - Ranking 35/43

07| Betsy Kerrison Parkway, Bohicket Road & River Road - Ranking 37/43

27| Maybank highway & Riverland Drive - Ranking 38/43

Council's discussion included drivers behind the current project ratings, projects that may be in the foreseeable distant future, and projects that are predicted never to be completed. Also expressed was the lack of opinions and the ability to influence infrastructure priorities along with encouraging residents to write letters to the members of Charleston County Council.

Mr. Taylor explained that once projects are prioritized, the next steps include drafting a documented plan that includes financial expectations and then reviewing and approving it. He stated that the Study Team would continue to meet to review the draft plan, including the financial plan until a formal draft is ready to be presented to the public.

B. Flood & Sea Level Rise Report Presentation

Mayor Weaver acknowledged the amount of hard work done by the Sea Level Rise Subcommittee over the last year and a half. He noted the professionalism that went into a serious, thoughtful, and scientific approach that has gone into the report. He stated that the presentation to Council will be an outline of the report and conclusions. He noted that no approval action would be taken by Council today and will schedule follow-up meetings or workshops between the Town, KICA Board, and ARB to discuss the content of the report.

Mrs. Mezzanotte stated that members of the Environmental Committee were adamant on the formation of a subcommittee to address flooding and sea level rise on Kiawah. She recognized Dr. John Leffler, who Chaired the Sea Level Rise Committee, and eight members of the Environmental Committee with five others who were requested or had interest in the subject along with members of the Town, Conservancy, Community Association and ARB. She noted that all meetings were open to the public and meeting minutes were published.

Mrs. Mezzanotte stated the report is positive about where we are today, where we can go, and intends community leaders to be proactive verse reactive to impending circumstances and to protect property owners through future decision-making.

Dr. Chitwood gave an overview of the Flood Mitigation and Sea Level Rise Adaptation report. He started by stating that the focus of the report was on what was happening and the likeliness to occur on Kiawah, and what the entities can do about it, no attempt was made to address the causes of Sea Level Rise.

Mr. Chitwood stated that discussion began with the Town Vision Statement and how to help achieve the vision. He reviewed the committee had discussions with other communities, professionals, experts and scientific and technical reports on environmental change. He reviewed the structure of the report which included an executive summary, background information, assessments, concerns and recommendations along with a path forward.

He stated that the Committee planned around the intermediate-high scenario, which is 1.5-2.5 feet of additional sea level rise over the next 30-50 years, the same scenario that is being used by the City of Charleston for their planning purposes, noting that the report will need to be updated and maintained, as the scientific data is refreshed every four years.

The report examines several flooding events that may contribute to sea level rise including rain-induced flooding, tidal or nuisance flooding and storm surge, which is a temporary elevation of sea level for an indeterminate amount of time that may spread over hundreds of square miles. He listed twelve areas of investigation in the report:

- Stormwater and Nuisance Flooding Management
- Roads Infrastructure
- Emergency Management
- Potable Water and Wastewater Management
- Electricity Service

- Flooding Adaptations for Residential Structures
- Landscaping Adaptations
- Rules and Regulations
- Beach Environment
- Salt Marsh Environment
- Terrestrial Ecosystems and Groundwater
- Education for Sea Level Rise Adaptation

Mr. Chitwood indicated that each area of investigation has its own topic of organization which includes:

- Significance (importance for quality of life)
- Current Status on Kiawah (descriptive)
- Concerns (potential vulnerabilities)
- Recommendations (140 in total, not in order or priority)
- Responsibilities and Partners (e.g. Town, KICA, ARB, Conservancy, Resort, Individual Property Owners)
- Recommended Readings/Additional Information

Mr. Chitwood stated that as a pathway forward and *Adaptive Management Pathways* approach is recommended which requires cooperation among all Kiawah entities along with collaboration with other coastal communities. He stated that the committee members are unanimous in the belief that Kiawah can move forward to address the challenges sensibly and affordable.

Council Members agreed that the report was well done and thanked them for all their hard work. Mayor Weaver again expressed his desire to schedule a workshop to further review and discuss the report. He stated that there is no doubt that sea level rise is an issue for communities up and down the coast and feels confident that Kiawah has some conclusions and recommendations specific to Kiawah.

VII. Old Business:
None

VIII. New Business:

A. Ordinance 2018- 12 - An Ordinance to Amend Article 16 – Beach Management, Chapter 1 – Beach Lighting - First Reading

Mr. Jordan, Town Biologist, stated that historically Kiawah had not had an issue with beachfront lighting and sea turtles because most homes are built far enough from the beach for lighting not to be an issue. He indicated the need to prohibit artificial lights on the beach is to protect nesting sea turtles and hatchlings which could be disoriented.

An earlier issue with exterior and interior beachfront lighting and a subsequent review of the existing ordinance appeared written in a manner that was unenforceable. The original ordinance was adopted in 1991 stated that in new and existing development sections stated that the policy only applies to development within the forty-yard setback zone or oceanward of the setback line. Kiawah has no homes oceanward of the setback line. The current ordinance amendment focuses on lighting that points towards or is visible from the beach, and he briefly reviewed the proposed ordinance changes that would help clarify inconsistencies.

Mayor Weaver indicated that with the complexities of the ordinance there is the option to approve the first reading making sure to understand questions from Council and receive input from other entities to be considered before the second reading, tabling the ordinance to allow for more information to be presented.

Discussion included ordinance compliance as existing or new construction, ARB existing lighting restrictions, and incidents with turtles or hatchlings. It was noted there are three identified problem areas on the island: The Ocean Course, the Beach Club, and the West Beach area from the County

Park down to Eugenia. Most issues stem during special events in the evening and the enforcement of the ordinance. Existing buildings would have six months to come into compliance with the new regulations. Council recommended that stakeholders be solicited for input before the next meeting.

Mr. Widuch made a motion to approve the first reading of Ordinance 2018-12 an Ordinance to Amend Article 16 – Beach Management, Chapter 1 – Beach Lighting with the covenant that stakeholders and builders be solicited for input before the second reading. The motion was seconded by Mr. Wilson and was unanimously passed.

IX. Other Business:
None

X. Town Administrator's Report:

Ms. Tillerson stated she had no report but reminded everyone that the *Budget at a Glance* is available on the Town's website and in the lobby.

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

Mr. Widuch reported for the St. Johns Fire District (STJFD) that stated that November 19th is the current target for the completion of the construction on Fire Station 6. Preparatory work is being done on Station 4 and construction is targeted to start at the end of January 2019.

Mr. Widuch reminded that the expected vacancy for a Kiawah Commissioner on the St. Johns Fire Commission will be posted on the County's website in October. If any Kiawah residents are interested in the position, he suggested contacting him or the Mayor to provide some background information.

Mr. Widuch reported that the Public Safety Committee had a spirited discussion regarding drone usage on the Island. After much debate, it was decided that the Committee would not recommend any action by Council at this time and would continue to revisit the issue periodically as necessary.

Mr. Widuch congratulated Mrs. Edgerton for her recent "Budget at a Glance" summary and an excellent "Maze of K's" explanation in the most recent Town e-Blast. He noted that both are very concise explanations and encouraged everyone to keep for future reference.

Mr. Widuch also reported that the new STJFD QRV (Quick Response Vehicle) is anticipated to be located on Kiawah as early as December and located in the new Station 6.

Mr. Wilson reported on the dip on Betsy Kerrison Parkway as you exit Kiawah. The Department of Transportation maintains the road. The Town has made three requests for a repair of the road and has again received the reply that there was not a problem with the road and no repairs were needed. Mr. Wilson stated he had again appealed to the DOT Commissioner before there are vehicles damaged or a loss of control.

Mr. Wilson reported on the Public Works Committee released an RFP for improvement to Beachwalker Drive. The Town received three responses which will be reviewed and discussed by the committee with a selection of a proposal made to the Ways and Means Committee for recommendation to Town Council for approval. The estimate is that the project can be completed before Memorial Day 2019.

Mrs. Mezzanotte reported that turtle nesting season is over with a total of 213 nests and 251 volunteers. She noted that 66% of the nests had to be relocated.

Mrs. Mezzanotte stated the Arts Council events for September and that the first event is a Piano Bar on Wednesday, September 19th at the new Sandcastle. The next Arts Council event following is the Lomazov/Rackers Piano Duo on Sunday, September 23rd at Church of Our Saviour.

XII. Citizens' Comments:

Jerry McGee – Inlet Cove

Mr. McGee spoke in favor of the beach lighting ordinance amendment asking members of Council to please move with haste and adopt these things that protect our wildlife.

As a final report, Mayor Weaver responded to Mrs. Kulick earlier question, that yes, he intends to run for one more term as Mayor of Kiawah Island.

XIII. Executive Session:

XIV. Adjournment:

Mr. Koach motioned to adjourn the meeting at 4:30 pm. The motion was seconded by Mr. Wilson and carried unanimously.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

Craig E. Weaver, Mayor

Date

TOWN OF *Kiawah Island*®

Comprehensive Annual Financial Report



Fiscal Year Ended June 30, 2018

Photo by: Sylvia Bacon

Mayor
Craig Weaver

Council Members
John Wilson, Mayor Pro Tempore
John Koach
Diana Mezzanotte
Chris Widuch

Town Administrator
Stephanie Monroe Tillerson

Treasurer
Dorota Szubert

Proclamation

Kiawah Native Plant Week

WHEREAS, Native plants are those which occur naturally in the specific regions including our estuarine and tidal freshwater, maritime strand, freshwater wetlands, river and palustrine forested wetlands, and associated coastal uplands;

WHEREAS, South Carolina currently contends with over ninety invasive and exotic plants, many of which compete with native plant species, degrade soil, facilitate erosion, require more fertilizers and chemicals, provide fewer food sources to native birds and other wildlife, and alter the islands natural landscapes; and

WHEREAS, Native plants provide iconic, historical, and environmental values, unique to the island's history and to its future and

WHEREAS, Maintaining and restoring native plant habitat is vital to preserving Kiawah's present and future biodiversity amid a changing environment; and

WHEREAS, Native plants provide high-quality food and shelter for more than three hundred resident and migratory bird species in South Carolina, and

WHEREAS, Native plants are more drought resistant; provide more insect food sources to birds and wildlife; require less water which promotes water conservation and improves water quality of storm runoff; and improves climate resiliency in South Carolina and

WHEREAS, planting, restoration, preservation, and cultivation of the state's indigenous plants provides a natural link to wild land areas present and past, while presenting beauty and benefit and instilling a greater appreciation for Kiawah's natural heritage and

WHEREAS, to recognize the essential value and importance of Kiawah's native plants to the island's history, landscape, and environment

NOW, THEREFORE, I, Craig Weaver, Mayor of the Town of Kiawah Island, by virtue of the authority vested in me by the Constitution and laws of the Town of Kiawah Island of the state of South Carolina do hereby designate the third week of October as,

“Kiawah Native Plant Week.”

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, in the year of our Lord two thousand eighteen, and of the Town Kiawah Island, South Carolina.

Honorable Craig Weaver
Mayor, Town of Kiawah Island



Request for Town Council Action

TO: Mayor and Council

FROM: Rusty Lameo, Public Works

SUBJECT: Beachwalker Drive, Engineering and Construction of Turning Lane

DATE: 10/2/2018

BACKGROUND:

Over the last several years the Beachwalker County Park has become a desirable destination for local residents and their guests. Because of the volume of weekend and holiday traffic the park reaches its capacity early in the day. With that, many patrons still attempt to get to the park causing back ups along Beachwalker Dr. This creates issues for emergency vehicles, access and quality of life issues to local neighborhoods and building sites.

ANALYSIS:

Over the years the Town in cooperation with the County Park, Kiawah Partners, KICA and the Charleston County Sheriff's Officers have discussed, monitored and assigned personnel to control traffic issues as they occur. This year officers were assigned to position themselves on the roadway to keep traffic issues at a minimum. This method works but it is a very inefficient use of personnel. Staff worked with the Public Works Committee to issue an RFP for engineering design and construction of a right turn lane into the park. The Town received three bids for this project.

Beachwalker Dr. Turning Lane Submittals:	Dennis Corporation	\$130,469.00
	Thomas & Hutton	\$83,400.00
	Kimley-Horn	\$46,400.00
Construction cost of turning lane:		
Separate contract	Estimated cost	\$130,000.00*

*This is an estimated cost only provided to use by Kimley-Horn. The exact cost is not known until the construction documents go out for bid.

ACTION REQUESTED:

To consider the recommendation from the Ways and Means Committee for the approval to enter into a contract with Kimley-Horn in an amount not to exceed \$47,000.

BUDGET & FINANCIAL DATA:

This project is a budgeted item and slated to come from the Road and Bridge account number 100-40400-54303.



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

Re: ***Request for Proposal for the Provision of Design and Engineering Services for
Beachwalker Drive Traffic Study
Kiawah Island, South Carolina***

Dear Ms. Reynolds,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Kiawah. (“Client”) for providing civil engineering planning and design services related to the Beachwalker County Park project site located in Kiawah Island, South Carolina.

Project Understanding

It is our understanding that the Town of Kiawah Island desires to perform traffic analysis, roadway design services, and construction administration services for the Beachwalker County Park roadway improvements. Per the interview held on Monday, August 27, 2018, the Town of Kiawah wanted to add design services and construction phase services to the Request for Proposal for the Provision of Design and Engineering Services for Beachwalker Drive Traffic Study. The Town of Kiawah indicated they would like to analyze two turn-lane alternatives at the Beachwalker Drive County Park.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

PHASE 1 – EXISTING CONDITIONS AND DATA COLLECTION

TASK 1: DATA COLLECTION

Before a set of recommendations can be developed for the study area, it is important to establish a clear understanding of current conditions in the study area. Members of the project team will perform a field reconnaissance visit to review the study area and document areas of concern and design constraints. Traffic information—such as the latest traffic volumes, historical annual average daily traffic (AADT), turning movement counts at intersections, and crash data—will be reviewed to:

1. Determine existing conditions at the study area intersections and the adjacent street network.
2. Begin to identify impediments/constraints along the study area.

Based on our experience with similar studies, an initial inventory of data needs may include:

- Environmental data (floodplains, wetlands, historic sites, etc.)
- Historic, current, and future average daily traffic volumes within the study area
- Applicable transportation/land use planning documents
- Land use/zoning regulations (existing and planned)
- Planned roadway improvements
- Types and locations of stormwater drainage and management facilities
- Recent and ongoing projects

In addition to this off-the-shelf data, the Kimley-Horn team will obtain additional field measurements, including:

- Traffic count data collection (to supplement available Town of Kiawah Island traffic counts)
- Existing rights-of-way (using a combination of field observation and existing parcel mapping)
- Existing roadway geometry

Task 2 – KICKOFF MEETING/DESIGN WORKSHOP

After the background data collection has been collected, a kickoff meeting/design workshop will be scheduled as closely as possible to the official project start date with representatives from the Town of Kiawah Island and the Kimley-Horn team to allow for a discussion of the project history, study protocols, project approach, design standards and criteria, schedule, and deliverables. Key objectives of the kickoff meeting will include:

- Discussing the issues and concerns related to the study area
- Establishing study goals and objectives
- Communicating the project scope, approach, and schedule
- Establishing a preferred alternative for the project

TASK 3: EXISTING CONDITIONS

The first part of this analysis will focus on determining current transportation issues and concerns. Using the data collected in the previous task, the Kimley-Horn team will evaluate existing conditions within the study area, including transportation, land use (i.e., planned uses, intensities, and mix of uses), and utilities. The existing conditions will serve as the baseline comparative condition for the final design alternative.

Operations

The Kimley-Horn team will document and analyze existing traffic operations and gate operations at the Beachwalker Drive County Park. We will document the current operations and functionality of the study area, existing lane configurations, speed limits, right-of-way widths, intersection locations and spacing, posted speed limits, average speed data, gate operations, queueing during the peak periods, and pedestrian and bicycle usage. We also will assess existing traffic conditions via intersection capacity analyses (i.e., level of service) for the appropriate peak-hour conditions utilizing traffic counts provided by the Town of Kiawah Island. We will utilize queue observations during collected prior to selection during peak season at the Beachwalker Drive County Park. We will develop and calibrate a microsimulation model to development mitigation recommendations based on these observations.

The Kimley-Horn team will obtain travel speed information from speed limits and field observations to determine appropriate travel speeds. Traffic counts will include not only vehicles, but also pedestrians and bicyclists. The Kimley-Horn team will conduct field observations traffic counts to observe operations of the road. Kimley-Horn will use these observations to calibrate traffic volumes used in the analysis to capture the latent demand placed on the intersection and not just the volume that was processed during the peak hour. All analysis will be prepared in conformance with SCDOT and Town of Kiawah Island guidance and include intersection queueing analysis.

Phase 1 Deliverables: Existing Conditions Summary Memo

PHASE 2 – DESIGN ALTERNATIVES DEVELOPMENT AND ENVIRONMENTAL SCREENING

TASK 4: ALTERNATIVE DEVELOPMENT, EVALUATION, AND ENVIRONMENTAL SCREENING

Using the data collected in the previous tasks, Kimley-Horn will develop two transportation alternatives that will address the existing issues and deficiencies within the study area. With involvement from the Town, two alternatives will be developed, modified, evaluated, and

confirmed based on the performance criteria. We will propose the most feasible alternative(s) for inclusion in the feasibility study.

Working with the Town, Kimley-Horn will develop a set of performance criteria. The performance criteria will represent a quantitative means to assess the performance of each alternative. Similar to Measures of Effectiveness (MOEs), the criteria will represent discrete categories of measurable performance. Using the performance criteria outlined above and traditional engineering and planning evaluation tools, Kimley-Horn will evaluate the two alternatives.

The relative performance of the two alternatives will be assessed to determine the most efficient and effective combination of improvements that will improve congestion, queueing, access, mobility, safety, sustainability, and the overall quality of life for all users and modes of traffic. We will use the performance criteria developed to create a metric for evaluating the alternatives against one another and assess the effects on the natural and built environment.

TASK 5: CAPACITY ANALYSES

Kimley-Horn will use the Synchro Version 10 capacity analysis software to analyze congestion along the local street network throughout the study area. We will evaluate horizon year no-build and build conditions for the study area intersections, including peak season traffic conditions from available traffic counts provided by the Town of Kiawah.

VISSIM may be used for existing and future year analysis of alternatives as well as for public outreach activities. VISSIM uses the output from the Synchro network as a base for the development of 2D or 3D simulations. VISSIM also is adept at evaluating near saturation and over saturation conditions along corridors, both of which are present in this study area.

TASK 6: FUNCTIONAL DESIGNS AND COST ESTIMATES

The Kimley-Horn team will begin converting the two alternatives into refined concepts that best represent the preferred alternatives. We will prepare preliminary roadway design(s) using CADD to determine the functionality of the alternative(s) selected and right-of-way needs/impacts.

Base mapping will use digital aerial photomosaic and digital topographic quad sheets. Kimley-Horn also will develop construction cost estimates for the selected alternatives.

The planning-level estimates will be based on information available and the functional designs.

TASK 7: RECOMMENDATIONS

Following the completion of Tasks 1-6, the Kimley-Horn team will produce a summary workbook—with the design concepts—summarizing the process, preliminary investigation, alternative design concepts, evaluation methodology, and feasible alternatives. The workbook will include planning level cost estimates, project narratives, and sections intended to support future NEPA-related documentation (if required). The project designs will start after the recommended alternative is selected.

Lastly, the workbook will include an action plan detailing the necessary steps for implementing the preferred alternative.

Phase 2 Deliverables: Project Summary

PHASE 3 – DESIGN AND CONSTRUCTION PLANS, SPECIFICATIONS AND ENGINEER’S ESTIMATE FOR CONSTRUCTION

TASK 8: DESIGN AND CONSTRUCTION PLANS

Per Addendum A of the RFP, this task includes the design of the following proposed roadway improvements:

- The addition of a right turn lane on Beachwalker Drive into the parking lot near Kiawah Beachwalker Park.

No clarification regarding the requested length of the right turn lane was provided as a part of the Addendum, therefore Kimley-Horn has provided a conceptual design of the road improvement as Attachment 1.

It is assumed that the roadway improvements will widen Beachwalker Drive to the south (away from Kiawah River) to avoid impacts to the river or the marsh/wetlands on that side of the roadway. Widening to the south will impact the trees to that side of the road, and it is assumed that the tree removal will not require additional coordination or permitting. It is also assumed that the limits of the right turn lane will end prior to Pond 036 (as identified through Google Maps).

It is assumed that Beachwalker Drive is a Local Road owned by Kiawah Island, and that as such, no coordination or permitting is required through SCDOT. It is further assumed that the only coordination required with Charleston County will be regarding the Land Disturbance Permit, and that all other reviews will be handled by Kiawah Island.

Due to the accelerated schedule of the project based on the Addendum, it is assumed that the Client has already acquired the necessary roadway survey to allow adequate time for

design and permitting of the project. No survey services are included in this scope of services.

Upon receiving survey and design information from the Client, Kimley-Horn will develop preliminary roadway permit plans for the above improvements. Preliminary roadway permit plans will consist of: cover, general notes, typical sections, plan and profile sheets, signing and pavement marking plans, traffic control plans, erosion control plans, utility by others plans, and cross sections.

It is assumed that the Client will provide necessary pavement structure designs. No geotechnical services/pavement design is included in this scope of services. Soft digs for utility locates are not included in this scope, but the Client should allocate approximately \$5,000 to have these performed.

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

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

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

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

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

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

TASK 9: SPECIFICATIONS AND ENGINEER'S ESTIMATE

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

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

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

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

PHASE 4 – CONSTRUCTION ADMINISTRATION AND INSPECTION

TASK 10: BID PHASE SERVICES

Kimley-Horn will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Kimley-Horn will conduct the bid opening meeting, will tabulate the bids received, and evaluate compliance of bids with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation for the Client.

TASK 11: CONSTRUCTION PHASE SERVICES

Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of construction activity.

Kimley-Horn will make up to five (5) visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

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

Additional Services

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

- Additional analyses performed due to changes made to the site plan
- Surveying
- Additional Roadway Design

Schedule

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

Fee and Billing

KHA will perform the Scope of Services described above on lump sum as follows:

Phase 1: \$4,500
Phase 2: \$7,200
Phase 3: \$26,400
Phase 4: \$8,300*
Total: \$46,400

*Upon selection of a final concept and development of construction plans, Kimley-Horn will coordinate with a local CEI firm to provide the necessary construction observation and administration services for the project. Since a final concept is not developed yet, nor is a construction time frame established by the contractor, we have not included this effort yet. Once these elements are known, we will be able to provide a right-sized number for this project. Otherwise, the Town could actually overpay for these services at this time.

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

Closure

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

KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

____ Please email all invoices to _____@_____._____.

____ Please email invoices to _____@_____._____ AND provide a hard copy to the address listed above (please note below if it should be to some else's attention or an alternative address).

____ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to some else's attention or an alternative address).

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


By: Jonathan Guy, PE, AICP
Vice President

Attachments – Standard Provisions/ Rate Schedule

Agreed to this day of , _____.

TOWN OF KIAWAH ISLAND, SC

A MUNICIPALITY

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

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

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

KIAWAH RIVER

PARKING LOT

BEA

ASPHALT RI
ASPHAI

Kimley»Horn

802 GERVAIS STREET
SUITE 201
COLUMBIA, SOUTH CAROLINA 29201
PHONE 803-403-8558

© 2018

KIAWAH TUR



Request for Town Council Action

TO: Mayor and Council

FROM: Rusty Lameo, Public Works

SUBJECT: Carolina Waste Services, Recycling Center Compactor Installation

DATE: 10/2/2018

BACKGROUND:

The Town has in operation an overflow trash and recycling center located on Kestral Court. Presently there are two (2) 8yd trash, one (1) 8yd cardboard and one (1) 30yd recycling container for public use. All containers are serviced on multiple weekly collection days. At least twice per week, these containers are full or overflowing even with the numerous collection days. When full, patrons usually leave their trash and/or boxes on the ground outside of the containers. This material is unsightly and hazardous as wildlife is attracted to the food source from household trash. The Town pays approximately \$10,000 per year to clean the area around the containers. The area is under camera surveillance and tickets have been issued for improper dumping of trash over the years.

ANALYSIS:

Working with Carolina Waste Services, the staff has researched alternative ways to keep this area clean and operational. We are limited as of property so additional containers can not be used to increase volume collection. The use of compactors for both the trash and cardboard boxes will present a means of collecting larger volumes of material by reducing the ability of placing whole boxes into a container thus filling them at a faster rate. Carolina Waste Service has agreed to install two units to take the place of the present containers at Kestral Court. They have agreed to cover the cost of set up including stairs and a deck that will allow easy access for public use.

ACTION REQUESTED:

To consider the recommendation from the Ways and Means Committee to approve the amendment of the contract with Carolina Waste for the cost of the addition on two compactors and installation charges at Kestral Court

BUDGET & FINANCIAL DATA:

Current charges for dumpsters

2 - 8yd trash containers	5 times weekly service	\$163.50 (2x)	yearly	\$3924.00
1 - 8yd cardboard	6 times weekly service	\$196.22	yearly	\$2354.64
			Total yearly	\$6278.64

Proposed charges for compactors:

1 - 8yd trash	Twice weekly service	\$685.00	yearly	\$8220.00
1 - 8yd cardboard	Twice weekly service	\$525.00	yearly	\$6300.00
			Total yearly	\$14,520.00

Cost difference from contract service \$8241.36

Weekly cleaning services (Bernard Glover) monthly \$830.00 yearly \$9960.00

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
)

**AMENDMENT TO AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND AND
CAROLINA WASTE SERVICES, LLC**

WHEREAS, the **Town of Kiawah Island and Carolina Waste Services, LLC** entered into an agreement on July 1, 2018 for the purpose of providing Solid Waste and Recycling Collection Services for the Town of Kiawah Island and to provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services

WHEREAS, the Town and Carolina Waste Services wish to amend said agreement in the following particulars:

1. **EXHIBIT A, Section 2.1 - Scope of Work, (f) - Public and Town Hall Solid Waste Collection site:**
 - Kestral Court location includes a:
 - 20-yard multi-compartment recycling dumpster
 - 8-yard cardboard compactor
 - 8-yard garbage compactor
 - 23 Beachwalker Drive location includes a:
 - 20-yard multi-compartment recycling dumpster
 - 8-yard cardboard dumpster
 - 8-yard garbage dumpster
2. **EXHIBIT B, II - Proposal Cost, Public Solid Waste Collection site:**
 - Fee for collection of each 8-yard trash compactor - twice weekly service – Monthly cost of \$685.00
 - Fee for collection of each 8-yard cardboard compactor - twice weekly service – Monthly cost of \$525.00
3. **EFFECTIVE DATE:** This agreement shall be effective on October 2, 2018.

All other provisions of the agreement entered into on July 1, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 2nd day of October 2018.

WITNESSES

TOWN OF KIAWAH ISLAND

By: Craig Weaver
Its: Mayor

CAROLINA WASTE SERVICES, LLC

By:
Its:



Request for Town Council Action

TO: Mayor and Council

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: 122 Turnberry Drive

DATE: 10/2/2018

BACKGROUND:

Two months ago, Town Council approved and authorized the Town Administrator to incur costs not to exceed \$50,0000 plus any attorney fees incurred for cost of demolition and any necessary mitigation of the property located at 122 Turnberry Drive.

The condemnation action is on schedule and the summary judgment motion was filed with the court on September 4, 2018. The hearing should be set within the next 30 days or so. Town Counsel, Dwayne Green and Mr. Christopher Murphy have contacted both the homeowner and the mortgagor, and neither are opposing the action.

ANALYSIS:

Staff received three (3) bids from qualified contractors for the cost to demolish the home located at 122 Turnberry Drive.

Sand Construction	\$55,560
Toby Tyler Homebuilders	\$48,700
Watts Builders	\$35,500*

***This bid amount is valid for 30 days from 9/27/18.**

ACTION REQUESTED:

To consider the Ways and Means recommendation to approve to enter into a contract with Watts Builders in an amount not to exceed \$35,500.

BUDGET & FINANCIAL DATA:

This project is not a budgeted item. However, staff determined the cost will come from our contingency fund account number 100-40300-88203.



WATTS BUILDERS

1070 Main Rd
Johns Island, SC 29455
843.200.2079 843.277.0029 fax

September 27, 2018

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

Attention: Bruce Spicher

Re: Demo at 122 Turnberry

PROPOSAL

Scope of Work:

- 1) Demolish and dispose of single-family residence
 - a. Cut and cap utilities
 - b. Demolish and dispose of driveway
 - c. Lot to be raked and debris free
 - d. Does not include any tree removal or landscaping

Total Labor and Materials

\$ 35,500.00