



TOWN OF *Kiawah Island*®

Mayor

Craig E. Weaver

Council Members

Maryanne Connelly

Daniel Prickett

Klaus Said

Chris Widuch

Town Administrator

Stephanie Monroe Tillerson

TOWN COUNCIL MEETING

Kiawah Island Municipal Center

Council Chambers

February 4, 2020; 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 7, 2020 [Tab 1]
- IV. Mayor's Update:
- V. Citizens' Comments (Agenda Items Only):
- VI. Old Business:

None
- VII. Consent:
 - A. To Consider Approval of the of HR&A Contract [Tab 2]
 - B. To Consider Approval of Beach Patrol Extension Contract [Tab 3]
 - C. To Consider Approval of the Amendment of the Tidal Trails Contract [Tab 4]
 - D. To Consider Approval of the 2020 Off Duty CCSO Deputy Contract [Tab 5]
- VIII. New Business:
 - A. To Consider Approval of the Amendment of the Arts and Cultural Events Council and Arts Board Charter [Tab 6]
 - B. 2020 Committee Appointments [Tab 7]
 - Arts and Cultural Events Council
 - State Accommodations Tax Committee
- IX. Town Administrator's Report:
- X. Council Member:
 - a. Committee Updates
 - b. General Comments
- XI. Citizens' Comments:
- XII. Executive Session:
- XIII. Adjournment:



Tab | **1**

TOWN COUNCIL

Agenda Item

WORK IN PROGRESS

Minutes for Tab 1 are not complete and will be added to the February Town Council Agenda and Materials tomorrow after they are reviewed.



Tab | 2

TOWN COUNCIL

Agenda Item



Analyze. Advise. Act.

925 15th Street NW, 3rd Floor, Washington, DC 20005-2305

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January 23, 2020

Stephanie Tillerson, Town Administrator
Town of Kiawah Island
4475 Betsey Kerrison Pkwy

Dear Ms. Tillerson:

Thank you for reaching out to HR&A Advisors recently regarding Kiawah Island's ("Kiawah" or "Town") interest in conducting a study of the factors influencing property values on Kiawah and the long-term health of the local housing market. As someone that has visited Kiawah a number of times, I am very familiar with the island, and our discussions were extremely helpful in better understanding the context surrounding this planned study. Following those discussions, I am pleased to submit this proposal to provide strategic real estate advisory services.

HR&A Advisors is an industry-leading real estate, economic development, and public policy advisory firm. For over 40 years, we have provided clients in the public, private, and non-profit sectors with innovative solutions for complex real estate and economic development challenges. We are proud of the reputation we have developed for delivering high-quality work that focuses on translating research and analysis to strategy and implementation.

We understand Kiawah Island is at a critical moment in its development as the island matures and property owners evaluate the long-term prospects of their investment in Kiawah. Kiawah's mix of full-time residents, part-time residents, and investors have varied interest in local housing conditions, as evidenced by discussion surrounding the Town's recent short-term rental legislation. However, all of these parties share a common interest in ensuring the long-term health of the local housing market and that Kiawah remains a market leading destination for residents and visitors.

At the same time, there is a lack of data driven clarity about trends in property values, the factors influencing value on the island, and the optimal strategy for driving positive change in values. The Town requires a study that can bring together the various stakeholders on the island to (1) establish a baseline of market data and identification of factors influencing property value, and (2) determine, based on market findings, the optimal strategies and tools to strengthen the market.

HR&A's experience makes us uniquely qualified to support Kiawah in undertaking this study for the following reasons:

- **Market analysis and strategy development are part of HR&A's core capabilities.** We excel at analyzing data, understanding macroeconomic trends, and evaluating public policy to get to the heart of what drives real estate markets, and then identifying the actionable strategies and tools which can be employed to leverage identified strengths while mitigating challenges. Our depth of experience includes nationally recognized work developing city-wide strategies to strengthen housing markets in locations such as Wake County, NC (Raleigh), Atlanta, Norfolk, and Detroit.

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- **HR&A knows the Charleston region, and we are intimately familiar with local trends driving the market there.** HR&A was instrumental in the development of Daniel Island, located just 20 miles north of Kiawah Island. The planning process outlined a vision of an island town, created as part of historic Charleston. Steering clear of a traditional gated community, the plan included interconnected residential communities, a light industrial park, a port facility, major new parks, and a town center. The Urban Land Institute honored Daniel Island with an Award for Excellence in 2007. This award is cited internationally as the real estate and land planning industry's most prestigious recognition.
- **We have experience working with multiple public agencies and stakeholders as an integral part of our work process, establishing collective goals and building consensus toward meaningful action.** In St. Paul, Minnesota, HR&A is currently working to create a governance and funding strategy for the Great River Park. The Great River Park project envisions the consolidation of more than a dozen riverfront parks along 17 miles of the Mississippi River in Saint Paul into a unified park system. In close coordination with existing agencies and community stakeholders, HR&A is analyzing the opportunities and challenges for park management and evaluating best practices for the programming, operations, maintenance, management and funding of comparable efforts. Ultimately, HR&A will recommend a strategy for master plan implementation and stewardship in terms of both management and funding.

I will lead this project and be responsible for overall project direction and all deliverables. I will be joined by Steven Reilly, a Director in HR&A's DC office, who will serve as Project Manager and be responsible for day-to-day project execution and communication with the Town of Kiawah Island. Resumes detailing qualifications and experience of key project staff are provided as part of this proposal.

We hope you find our proposal compelling, and we look forward to working with you on this exciting engagement. You may indicate your acceptance of this proposal and authorize HR&A to proceed by countersigning below. If you have any questions, please feel free to contact me at 202-903-0722 or via email at pkash@hraadvisors.com with any questions.

Sincerely,

FOR TOWN OF KIAWAH ISLAND:



Phillip Kash
Partner
HR&A Advisors, Inc.

Name / Title

Date



SCOPE OF WORK

Kiawah Island is a unique upscale resort community that includes housing properties owned by full-time residents, part-time residents, and investors. Although one of the earliest communities of its kind, new development and investment continues, including new housing development, a new 150-room hotel and conference center, a new senior living community, and a new medical facility. The island is also unique in its governance structure, which in addition to the Town, includes other entities with legal rights such as Kiawah Partners (KP) and Kiawah Island Community Association (KICA).

As the Town of Kiawah Island seeks to evaluate factors impacting property values and the long-term health of the residential market on the island, HR&A recognizes the need to shape a study that takes into account the full complexity and granularity of housing markets and the uniqueness of Kiawah. Our approach will distill this granular analysis in a way that allows Town officials and residents to understand the linkage between analysis, findings, recommendations, and implementation.

Building on the initial discussions of property values emerging from the Town's recent Short Term Rental legislation, which provides a starting point for broader stakeholder engagement, the HR&A team has developed a scope of work for a more nuanced analysis that critically evaluates market conditions, macroeconomic trends, governance structures, and other factors that influence property values. This analysis will then inform the development of an actionable toolkit that can appropriately leverage market strengths and address identified challenges.

HR&A proposes a six-month project schedule designed to deliver all aspects of a study for Kiawah Island. The proposed scope of work encompasses six tasks:

- Project Kickoff;
- Stakeholder Engagement;
- Market Assessment and Competitive Positioning;
- Governance Assessment;
- Findings and Recommendations; and
- Final Report and Presentations.

Task 0 | Pre-Kickoff

HR&A recognizes and agrees with the Town's intentions of collaborating to discuss and refine the scope of the project prior to awarding the contract. HR&A will travel to Kiawah to meet with Town officials, gain additional clarity on goals for the study, better understand the dynamic of key stakeholders on the island, and tour the island.

Task 1 | Project Kickoff

Task 1.1 | Project Kickoff Call

Our work on behalf of the Town of Kiawah Island will begin with a kickoff conference call with representatives from the Town government. During this call we will discuss:

- The Town's goals and priorities for the study;
- HR&A's preliminary stakeholder engagement strategy, described further in Task 2 below, which will include identification of participants for a focus group or work group for the study, as well as other key stakeholders to interview and engage as part of the study.
- The Town's existing governance structure and entities, recent history, and the ongoing discussion on the island related to housing and the long-term health of the housing market;
- The HR&A Team's proposed approach and methodology to achieve the established objectives for this study;
- The key audiences for this study and how this report will be designed to engage them;
- Identification of peer towns, which, while recognizing Kiawah's uniqueness, may include local destinations such as Sea Island, Georgia; Palmetto Bluff, South Carolina; Johns Island, Florida; Nantucket, Massachusetts; Hilton Head, South Carolina, and resort communities elsewhere in the United States; and
- A schedule for regular communication with the Town, likely in the form of bi-weekly check-in calls.

Task 1.2 | Data and Document Request

At the outset of this engagement, HR&A will prepare a written data request to obtain relevant historic (5-7 years) and current information about housing on Kiawah Island. Among other information, we will request:

- All plans and documents the town would like HR&A to review;
- Past market data collected by or for KIRE (including sales records with price, property description, etc.);
- Relevant information collected by Kiawah Island Community Association (KICA);
- Data on origins of second-home owners and visitors;
- Amenity packages available to residents and visitors, including pricing structure and accessibility;
- Recent policy or ordinance considerations; and
- Data on the number of single family home rentals and information on reported/enforced ordinance violations of single family home rentals.

In particular, given KIRE's role on the island, the receipt of their market data and information will be critical in having thorough base of information to support the study. HR&A will also review publicly available information, as available, which may include but is not limited to the Kiawah Island Property Report, and past and present KICA Community Surveys.

Task 1.3 | Review of Materials and Existing Conditions

Upon receipt of the requested information, HR&A will review it to build on our existing understanding of local conditions and the landscape of Kiawah Island's housing market. The findings from this review will be critical in informing discussions during the initial site visit and will underpin the analysis undertaken in subsequent tasks of this study.

Additionally, we understand there are various organizations in addition to the Town which hold responsibilities impacting the operations, maintenance, and marketing of the island. As part of the review of existing conditions, the HR&A Team will review the current structure of active jurisdictional entities. This will serve as a baseline understanding for guiding the subsequent governance mapping, described further in Task 4.

Task 1.4 | Site Visit

Following the Project Kickoff Call and after review of relevant materials, the HR&A team will make the first of three planned project site visits to Kiawah Island, building upon our pre-kickoff visit to the Island. The initial site visit will last two days and will begin with a meeting with representatives from the Town, during which time we will plan to:

- Discuss HR&A's review of materials and key emerging themes that will impact the study and resulting recommendations;
- Confirm the key objectives, scope of work, and schedule for the study; and

Additionally, while on Kiawah, HR&A will begin outreach with key public and private stakeholders. This engagement will include an introductory meeting as well as individual meetings with locally active real estate developers and key community members. Additional detail on stakeholder outreach, which will occur during HR&A's initial site visit and remain ongoing over the course of the engagement, is provided in Task 2.

Task 2 | Stakeholder Engagement

In our view, a cornerstone of any successful policy or action is meaningful stakeholder engagement with the organizations that make up Kiawah. Engagement of this group, as well as locally active real estate developers and other key community members, will be critical in building consensus, establishing buy-in, and mitigating resistance to findings and recommendations from the Study. Successful engagement aims to bring diverse perspectives to develop (1) data, (2) ideas, and (3) consensus.

We look forward to working with the Town, as well as other key stakeholders in the Kiawah Community, to establish engagement appropriate to each phase of the project. Our planned engagement includes meetings identified by the Town as well as additional meetings (one-on-one, focus group, public presentations) with key community stakeholders to gather information, build consensus, and chart a path forward with this study.

Task 2.1 | Focus Group or Work Group Meetings

HR&A envisions leading in-person meetings for at least three different touch points in the project. The approach to each of these touch points will include meetings with the Town, but may also include additional focus group discussion, one-on-one meetings, or some combination thereof based on

the needs identified by the Town. HR&A will work with the Town to determine the appropriate structure for each touch point, but envisions the three touch points to be formatted as follows:

1. **Goals and Priorities:** We will introduce our team and approach to this study. We will use the engagement to gather input on overarching goals and priorities identified in the scope of work (e.g. property values, demand drivers, town governance structure, housing policy, etc.)
2. **Gain Feedback:** We will present on our initial findings, as well as provide a benchmarking analysis of peer communities to help the Town gain understanding of its competitive positioning.
3. **Build Consensus:** We will present a final study outlying what drives property values in Kiawah Island and how policies or actions by the Town or other entities may influence the long-term health of the market.

In addition to the three primary touch points, we will schedule check-ins with the Town at key project milestones to share findings, solicit input/feedback, and ensure buy-in with project direction.

HR&A will prep all materials for meetings. In addition to project deliverables, these materials may include one-pagers or memos to frame key takeaways and guide the Town's discussion.

Task 2.2 | Ongoing Stakeholder Engagement

In addition to the focus groups or work groups, HR&A will conduct ongoing engagement with other stakeholders relevant to the study and identified by the Town, who may include real estate developers, locally active professionals in the housing market, or key community members, among others. Initial engagement of stakeholders will begin with interviews during the first site visit, and HR&A will work with the Town to identify follow up engagement for additional meetings if necessary. The engagement may include one-on-one meetings with key stakeholders, focus group discussions, public meetings, or some combination thereof based on identified needs of the Town.

Task 2 Deliverable: HR&A will prepare all materials for the Town meetings. In addition to project deliverables, these materials may include one-pagers or memos to frame key information and guide discussion. HR&A will review materials with the Town in advance of any meetings.

Following each meeting with the Town, HR&A will prepare a brief memorandum to memorialize the discussion and key takeaways informing project direction, to be shared with the Town.

HR&A will travel to Kiawah Island for each of the three planned in-person meetings with the Town.

Task 3 | Market Assessment and Competitive Positioning

Task 3.1 | Existing Market Conditions Assessment

HR&A's analysis of the Kiawah market and competitive positioning of the island will begin with a market conditions assessment identifying key trends and data points related to the long-term health of the Kiawah housing market. We will incorporate data available from KIRE, third party sources such as MLS, Zillow, Redfin, CoStar, AirDNA, and STR, as well as public records data on housing. HR&A will also integrate qualitative data gathered through initial interviews with stakeholders with knowledge of market conditions. Key metrics in this assessment are likely to include current and historic data on home prices, transaction details, housing inventory characteristics, absorption rates and pace of development for new housing, and the level of reinvestment in existing properties.

Task 3.2 | Market Segmentation

Beyond market conditions for the Town as a whole, it will be critical to develop a nuanced understanding of how market conditions vary across Kiawah Island. To do so, HR&A will segment the market to determine trends within certain types of housing (primary residences, second home, vacation rentals, etc.), different viewsheds, different areas of the island (beachfront, golf-focused, higher elevation, etc.), or the age of housing (newer vs. older housing stock). Findings of this analysis will inform how different components of the market are performing relative to one another and allow HR&A to hone in on factors impacting housing values at the island-level.

Task 3.3 | Demographic Analysis

Alongside the assessment of market conditions, the Town has expressed an interest in identifying the target market for homebuyers and visitors. To establish a foundation for determining the target market, HR&A will conduct a demographic analysis to identify existing demographics of the island, which will be useful in the context of comparison to peer communities in Task 3.4. HR&A will analyze demographic information of residents of Kiawah Island, and will also seek to understand the demographics of part-time residents and visitors, with the goal of illuminating characteristics related to household type (family/non-family), income, age, and educational attainment. Additionally, we will analyze the origins of part-time residents and visitors. We will collect and analyze data from third-party sources, such as ESRI, the US Census Bureau, and existing information from the Town.

Task 3.4 | Peer Community Assessment

To determine the competitive positioning of Kiawah and assess market performance relative to similar locations, HR&A will perform an assessment of peer communities. The assessment will include a comparison of market conditions in these locations relative to Kiawah, demographic assessment, and a qualitative evaluation of public policy, amenities, and other quality of life factors that influence homebuyers and potential visitors.

Potential peer communities for the assessment may include locations such as Sea Island, Georgia; Palmetto Bluff, South Carolina; Johns Island, Florida; Nantucket, Massachusetts; Hilton Head, South Carolina, as well as resort communities elsewhere in the United States. HR&A will work in coordination with the Town to identify and confirm a set of peer communities and may select communities with specific characteristics of interest such as short-term rental policy.

Task 3.5 | Deep Dive Analysis on Factors Impacting Property Value

Building on the findings of Tasks 3.1-3.4, HR&A will conduct a deep dive of identified macroeconomic trends impacting property values and the long-term health of the Kiawah housing market. The specific trends included in the deep dive analysis will be shaped by the findings of earlier tasks, but are likely to include perceived drivers of property value in Kiawah such as:

- Competitive positioning and attractiveness relative to peer communities;
- Identified public policies (e.g. tax policy);
- Age of properties and level of reinvestment on existing homes;
- Pace of new development on the island;
- Perceived impact of climate change (flood risk, evacuations due to hurricanes, insurance cost, elevation requirements);
- Short term rental regulations;
- Transportation infrastructure (e.g. access to highways or airports);
- Evolving consumer preferences for resort communities; or
- Broader regional and national macroeconomic trends.

The analysis associated with each trend will be dependent on the trend's characteristics, and will focus on the impact and magnitude of how the trend is impacting the long-term health of the Kiawah market.

With an understanding of trends impacting Kiawah's real estate market, in combination with existing market data, HR&A will develop a projection of future conditions of the Town's housing market. To do this, we will build a model incorporating inputs influencing home values, and perform stress tests of these inputs, informing a range of impacts on projected home values on Kiawah.

Task 3 Deliverable: HR&A will synthesize our Task 3 analysis in a briefing book report detailing all market findings, including (1) the market analysis and segmentation of the housing market on Kiawah Island, (2) demographic analysis, (3) a peer community assessment detailing the competitive positioning of Kiawah on both quantitative and qualitative factors, and (4) a deep dive on identified factors influencing property values, which will include a projection of future impacts on value from identified factors. HR&A will share a draft of findings and incorporate one round of feedback into a final version of the task deliverable.

Task 4 | Governance Assessment

In addition to the Town of Kiawah Island, there are numerous existing entities with ownership or legal rights over various aspects of life on Kiawah, including Kiawah Island Golf Resort, Kiawah Partners, Kiawah Island Real Estate, and Kiawah Island Community Association. The existing ownership, management, and operations structure has implications on the future of the Kiawah market. For example, if Kiawah Partners engages less in marketing and "brand" communications as their role in development decreases, how can the Town ensure the island remains a destination of choice for homebuyers and visitors?

Task 4.1 | Evaluation of Existing Governance Structure

To better understand the Town's governance, and its potential impacts on the long-term trends of the Town's housing market, HR&A will first map out the existing governance structure on the island, detailing roles and responsibilities of Town organizations. HR&A will work with the Town to create an organizational chart and process map of those entities which influence housing market conditions or related activities.

Task 4.2 | Assessment of Best Practices

HR&A will leverage our national experience in governance advisory to identify best practices for similar resort communities. We will benchmark Kiawah Island's governance structure against 3 – 5 peer communities, with key areas of focus for evaluation including, but not limited to:

- Local policy and enforcement
- Economic development
- Marketing and branding
- Infrastructure development and maintenance
- Amenity maintenance (e.g. beach, park, golf, etc.)

Based on existing processes in place on Kiawah Island and recognized national best practices for similar communities, we will then develop a set of potential governance adjustments impacting the long-term health of the real estate market. HR&A will assess the manageability of potential changes with the Town prior to engaging in discussions with other stakeholders.

Task 4 Deliverable: HR&A will synthesize our Task 4 analysis in a briefing book report detailing all governance findings, including (1) the exiting governance structure of Kiawah Island, (2) assessment of best practices for governances at peer communities, and (3) potential governance adjustments impacting the long-term health of the real estate market. HR&A will share a draft of findings and incorporate one round of feedback into a final version of the task deliverable.

Task 5 | Findings and Recommendations

Task 5.1 | Summary of Findings

HR&A will develop a consolidated set of findings to begin identifying current and future opportunities. While much of these findings will be included throughout the materials developed for Tasks 2 through 4, the purpose of this summary will be to provide a full picture assessment of factors influencing property values, in which findings can be reviewed holistically. Key items to be included in the summary include:

- Current and projected market conditions on Kiawah Island, including key data points on home values, transactions, inventory, and new development for the whole island and identified subsegments;
- Current and projected demographics of homebuyers of island;
- Relationship of Kiawah Island to peer communities and competitive positioning of the island;
- Analysis of factors impacting property values on Kiawah Island and the forward looking impact of these trends on future values;
- Governance of the island and potential impacts of the current governance structure on property values; and

- Market brand of Kiawah Island to potential homebuyers and visitors, and opportunities to change consumer perceptions.

Task 5.2 | SWOT Analysis

HR&A will synthesize findings from stakeholder engagement, market analysis, and governance assessment in a SWOT analysis for Kiawah Island's property values and long-term market health, which will act as a bridge between HR&A's research findings and the Town's ultimate goal of crafting a toolkit of actionable strategies and policies for implementation. HR&A's SWOT analysis will clearly delineate Kiawah Island's key strengths, weaknesses, opportunities, and threats with respect to its housing market and factors influencing property values.

Task 5.3 | Toolkit of Recommendations

HR&A will translate findings of the market study and SWOT analysis into a corresponding toolkit of policy, initiative, and strategy recommendations that aim to leverage identified strengths and mitigate challenges or threats. These recommendations will include existing policies/programs under discussion on the island such as short term rentals as well as new items identified by HR&A's analysis. Accompanying these recommendations will be best practices and case studies from other markets for added context. In the development of strategy recommendations, HR&A will use its extensive experience in translating market findings to actionable items that move the needle. For each tool, policy, or initiative identified by HR&A, we will identify the lead agency of oversight, timing for implementation, any budgetary requirements, any further analysis or study needs, and next steps for implementation.

Task 5 Deliverable: HR&A will synthesize the summary of findings, SWOT analysis, and recommendations in a briefing book format. We will review draft recommendations with the Town and incorporate one round of input prior to finalizing.

Task 6 | Final Report and Presentation

Task 6.1 | Final Report

The HR&A team will create a draft report in a briefing book format. The report will include the findings of HR&A's market analysis, governance assessment, and summary of recommendations most appropriate for the housing market on Kiawah Island. Recommendations will be presented as a toolkit of options to be explored and implemented by the Town.

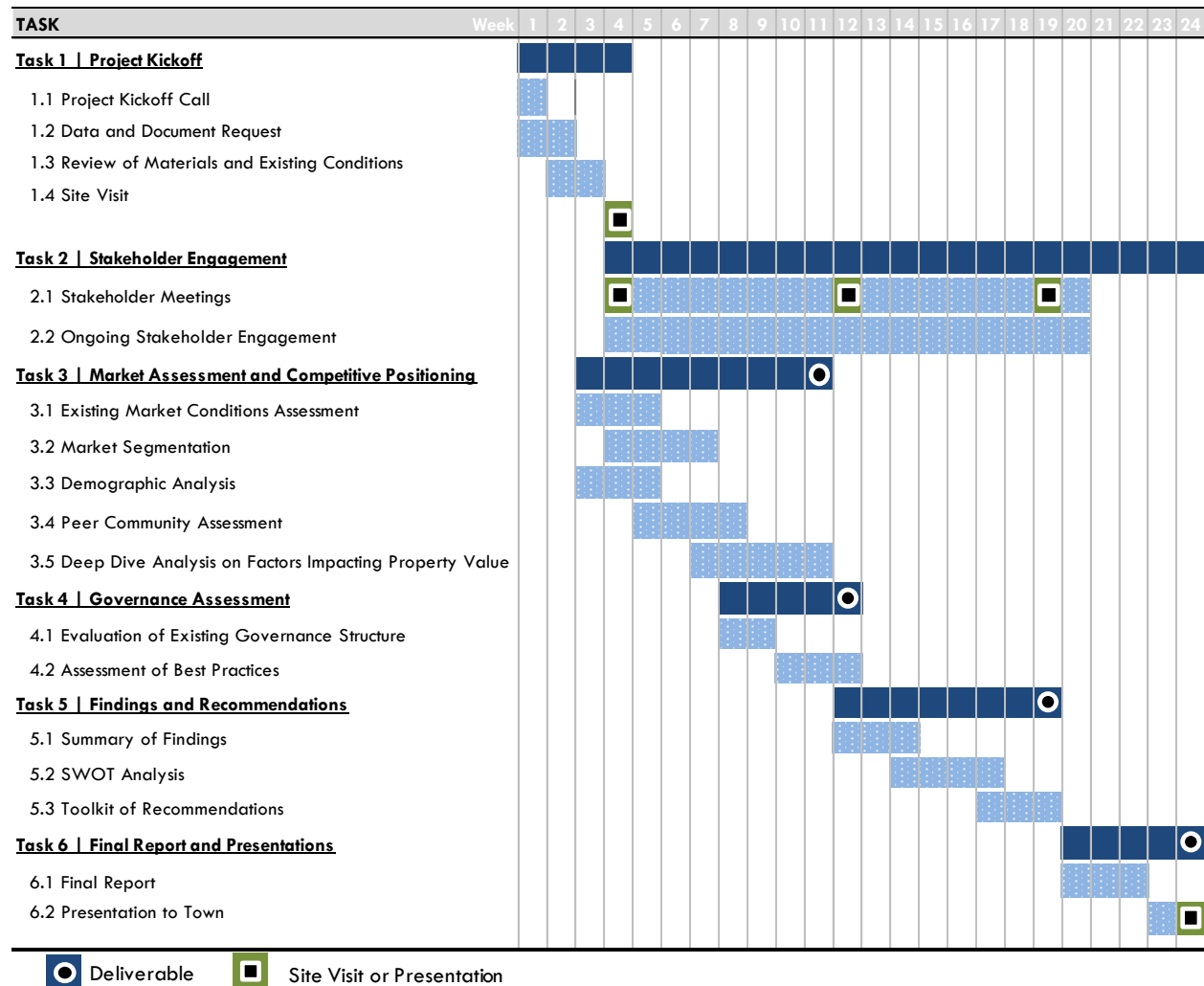
Task 6.2 | Presentation to Town

In addition to presenting final recommendations to the Town's project team, HR&A recognizes the importance of using our work to communicate the findings and toolkit of recommendations made in the final report to other Town officials and stakeholders. In support of this, HR&A will travel to Kiawah to present findings to Town officials. HR&A will also present findings in a public meeting.

Task 6 Deliverable: HR&A will synthesize all previous deliverables to prepare an final report as a highly visual briefing book that summarizes our findings and recommendations. Our budget assumes one round of revisions to this report following submission of a draft to the Town. HR&A will work with the Town project team to distill key pieces of our analysis and recommendations for presentation.

Schedule

HR&A proposes to complete the scope of services included in this proposal over a six-month (24 week) period. We have provided a work plan below that specifies a timeline for each task within this study and identifies relevant project milestones. During our project kickoff call, HR&A will coordinate with the Town of Kiawah to refine the project schedule as needed and confirm project milestone dates or deadlines



PRICE PROPOSAL

HR&A proposes to complete the scope of services described above for a fixed fee of \$145,000. Expenses for travel or data needs will be billed separately at cost, not to exceed \$9,000. HR&A assumes two two-day, three-person trips and two two-day, two-person trips to Kiawah Island. The first trip will occur at project kickoff and coincide with the first Town meeting. The second and third trip will support additional meetings with the Town. The final trip will occur at the end of the project for final presentation of findings.

HR&A will invoice the Town of Kiawah Island monthly, based on percent of project completion. A summary of total project fee by task is provided below.

Proposed Budget by Task

| Task | Total Fee |
|---|------------------|
| Task 1: Project Kickoff | \$15,000 |
| Task 2: Stakeholder Engagement | \$22,000 |
| Task 3: Market Assessment and Competitive Positioning | \$46,500 |
| Task 4: Governance Assessment | \$18,500 |
| Task 5: Findings and Recommendations | \$23,500 |
| Task 6: Final Report and Presentation | \$19,500 |
| Total Budget | \$145,000 |



Tab | 3

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works

SUBJECT: Island Beach Services Beach Patrol Contract

DATE: 1/30/2020

BACKGROUND:

Beach Patrol is very instrumental in keeping Kiawah's beach clean and safe. Members of the beach patrol enforce town ordinances, inform and educate guests on history, wildlife and things to do on the island, as well as keep a watchful eye those participating in water activities. The Town has had a contract with the current Beach Patrol company, Island Beach Services, since October, 2009, with the last contract being awarded in February, 2017.

ANALYSIS:

Island Beach Services has completed their three (3) year contract agreement and wishes to activate the first one (1) year extension of the contract to begin February 7th, 2020. Island Beach Services is also seeking approval for changes made to the wording of the contract that were the result of a contract review which was requested by the Town. None of the changes alter the scope or responsibilities, this is to clean up the verbiage and clarify scheduling, along with adding the separately paid housing cost to the current contract total.

ACTION REQUESTED:

The Public Works Department requests that the Town Council approve the extension amendment of the Island Beach Services contract.

BUDGET & FINANCIAL DATA:

There is no request to change any financial data at this time.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

**EXTENSION AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
ISLAND BEACH SERVICES, LLC**

THIS EXTENSION AGREEMENT is made and entered into this 4th day of February, 2020, between the **TOWN OF KIAWAH ISLAND**, South Carolina (hereinafter "Town") and **ISLAND BEACH SERVICES, LLC** (hereinafter "Contractor");

WHEREAS, Town and Contractor entered into a three-year contract with the option to two (2) one (1) year extensions on February 7th, 2017, and;

WHEREAS, Town desires services of Contractor to provide a beach patrol for the safety and well-being of individuals using the Town's beach during the entire year, and;

WHEREAS, in accordance with the Municipal Code the Town has solicited proposals from commercial entities to provide beach patrol services, and;

WHEREAS, Contractor submitted a proposal to provide the beach patrol services required by the Town and was found to be the lowest qualified bidder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein Town and Contractor do hereby mutually agree as follows:

1. Objective

Contractor shall furnish services to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance on the beach on Kiawah Island, South Carolina. Employees of Contractor shall provide this service. Generally, the Contractor shall:

- A.** Render assistance to those in need;
- B.** Call for assistance as necessary from the appropriate entities (e.g. Law Enforcement, Emergency Medical Services, Fire Department, Coast Guard, etc.);
- C.** Monitor and report potentially dangerous and/or illegal activities to the appropriate authorities;
- D.** Respond to inquiries for information from beachgoers;
- E.** Act as code enforcement officers and enforce all beach and local ordinances;
- F.** Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts and assisting in litter pickups.

2. Schedule:

Contractor shall perform work daily in accordance with the following schedule:

October 1 through Thursday before Easter

One employee (one vehicle) responsible for full coverage of the beach throughout the day.

Workday: 8:00 a.m. to 5:00 p.m.

Friday before Easter through May 14

Two employees (two vehicles) patrolling independently to maximize beach coverage. One vehicle will be operated by the supervisor of the day.

Workday: 8:00 a.m. to 6:00 p.m.

May 15 through Thursday before Memorial Day

Three employees (3 vehicles) patrolling independently for maximum beach coverage. One person will be designated as the supervisor. Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Workday: 7:00 a.m. to 8:00 p.m.

Friday before Memorial Day through August 15

Five employees (5 vehicles) patrolling independently for maximum beach coverage. One person will be designated as the supervisor. Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Workday: 7:00 a.m. to 8:00 p.m.

August 16 through Labor Day Monday

Three employees (3 vehicles) patrolling independently for maximum beach coverage. One person will be designated as the supervisor. Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Workday: 7:00 a.m. to 8:00 p.m.

Tuesday After Labor Day through September 30

Two employees (two vehicles) patrolling independently to maximize beach coverage. One vehicle will be operated by the supervisor of the day.

Workday: 8:00 a.m. to 6:00 p.m.

3. Agreement Amount:

The agreement amount is Three hundred twenty thousand seven hundred sixty-five dollars (\$320,765.00) per annum. Contractor shall present an itemized invoice on or about the first of each month, beginning March 1, 2020. Town shall have fifteen days in which to pay invoice.

4. Term:

This Extension Agreement shall be for a term of one (1) year commencing on the 7th day of February, 2020 and expiring on the 6th day of February 2021 with the option of one (1) one-year extension.

5. Scope of Work:

- A.** The physical limits of the Work will be seaward of the OCRM 40 year setback line and between Captain Sam's Inlet cut in the west and the further most accessible location in the east and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.
- B.** Contractor employees shall patrol the beach by driving a Contractor owned and maintained all-terrain vehicle. The vehicles will be outfitted to carry the necessary

equipment and shall be uniform in appearance with approved identifying decals. At least one of the vehicles must have the ability to transport medical emergencies off the beach with the aid of a backboard. Five vehicles are required during the peak summer season.

- C. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercraft equipped with equipment for water rescue.
- D. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact and allow the contractor to communicate with other first responders. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of his employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor. The Contractor shall also supply a cell phone with a dedicated number for beach patrol.
- E. The Contractor shall provide any and all safety, rescue, and medical equipment.
- F. An Automatic External Defibrillator (AED) will be supplied by the Town. The Contractor shall inspect the AED weekly for serviceability. In the event new batteries or new pads are required, the Contractor shall notify the Town.
- G. The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
- H. Employees of the Contractor must know and comply with all beach management ordinances of the Town. Employees of the Contractor are responsible for informing beachgoers not observing Town beach ordinances of their responsibility to do so.
- I. The Contractor shall maintain a daily beach activity log and submit such information to the Town upon request. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
- J. The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).

6. Qualified Employees:

- A. Each employee shall possess and keep current the following:
 - USLA open water lifeguard certification
 - CPR/AED for the Healthcare Provider
 - First aid training according to USLA guidelines
 - Current driver's license
 - All certifications must be obtained prior to independent assignment
 - Code enforcement training provided by Town
 - Background check performed by contractor and kept on file for the duration of employment
 - Employee records must be available to the Town's Administrator upon request

B. Supervisors

- A supervisor will be designated each day
- Must meet all employee qualifications listed above
- Shall ensure reports are submitted in a timely manner.
- Will follow the above schedule for supervision of beach vehicles

7. Appearance:

- A.** All employees shall wear matching uniforms, pre-approved by the Town.
- B.** Uniforms will be worn while on patrol and will be clearly identifiable as beach patrol.
- C.** All employees shall maintain a professional attitude and appearance.
- D.** Clothing shall be neat and clean at all times.
- E.** Employees shall possess the physical ability to complete all job elements and duties as required.

8. Liability and Insurance:

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

9. Termination:

- A.** This Agreement may be terminated without cause by either party with thirty-day (30) written notice. In such case, the Town shall pay the Contractor a pro-rata shares of the monthly fee up to the date of termination.
- B.** If the Contractor fails to abide by any terms in the Agreement, the Town has the duty to notify the Contractor in writing of such failure. If the Contractor then fails to correct the failure within forty-eight (48) hours of such notification, the Town, at its discretion, may terminate the Agreement.

10. Modification:

This agreement may not be modified except by written consent of both parties, such consent to be given by authorized representatives of both parties.

11. Effective Date

This agreement shall be effective February 7, 2020.

TOWN OF KIAWAH ISLAND

WITNESSES:

By: Craig E. Weaver
Its: Mayor

ISLAND BEACH SERVICES, LLC

By: _____
Its: _____



Tab | 4

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works

SUBJECT: Tidal Trails Franchise Agreement

DATE: 1/30/2020

BACKGROUND:

Outdoor sports and activities are a big attraction for residents and guests on Kiawah Island. There is an abundance of opportunity to enjoy and explore the river, ocean, and creeks with surfboards, kayaks, and floats. Stemming from their parent company Watersports Unlimited, LLC, Tidal Trails is a company with whom The Town has a franchise agreement to allow the rental of such equipment to guests and residents.

ANALYSIS:

Tidal Trails has requested to enter into the first one (1) year extension of their contract that currently terminates on February 6th, 2020. There is no request to amend any part of the agreement.

ACTION REQUESTED:

Town Staff requests that the Town Council approve the one (1) year extension to its current franchise agreement.

BUDGET & FINANCIAL DATA:

There is no change in budget or financial data. The Town will continue to receive payment for the annual business license renewal and for the agreed upon annual franchise fee of \$100.00.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
_____)

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

WHEREAS, the Town of Kiawah Island and Watersports Unlimited. LLC. dba Tidal Trails entered into a non-exclusive franchise agreement on **February 17, 2017** for the purpose of certain commercial activities, specifically, the leasing of Floats/Body Boards, Surfboards, Sea Kayaks, and Sit-on-top Kayaks in front of the Sandcastle Community Center (Property owns Pool)

WHEREAS, the Town and Watersports Unlimited. LLC. dba Tidal Trails wish to amend said agreement in the following particulars:

1. **TERM:** This agreement shall be extended for an additional one-year term commencing on February 7, 2020 and expiring on February 6, 2021
2. **EFFECTIVE DATE:** This agreement shall be effective on February 4, 2020.

All other provisions of the agreement entered into on **February 7, 2017** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this ____ day of February, 2020.

WITNESSES

Town of Kiawah Island

By: Craig Weaver
Its: Mayor

Watersports Unlimited. LLC.
dba Tidal Trails

By: Duane Lapp
Its: Owner



Tab | 5

TOWN COUNCIL

Agenda Item

CHARLESTON COUNTY SHERIFF'S OFFICE

EMPLOYER: Town of Kiawah Island

TELEPHONE NUMBER: 843-768-9166

ADDRESS: 21 Beachwalker Drive, Kiawah Island, SC 29455

PERSON CONTRACTING SERVICES: Mayor Craig Weaver

TYPE OF BUSINESS: Local Government

DUTIES TO BE PERFORMED: Police Protection, Traffic Control, Emergency Response

DAYS AND HOURS OF EMPLOYMENT: 24 Hour Coverage, 7 Days per Week, Year-Round

CONTRACT TERM: January 1, 2020 to December 31, 2020

PERMANENT OR TEMPORARY: Temporary

NO. OF DEPUTIES NEEDED: 2 deputies – 2nd shift

2 deputies – 3rd shift

2 Additional Deputies from 8:00a.m. to 4:00 p.m. weekends

Commencing the Friday before Memorial Day through Labor Day

COORDINATOR FOR CCSO: Captain Donald Martin / Lt Christopher Brokaw

STIPULATIONS OF CONTRACT

1. Deputies are contracted at an hourly rate of **\$30.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate of \$30.00 per hour. The normal workweek for Deputies shall be equivalent to forty-three (43) hours per week. Additionally, a fee of \$10.00 per deputy per shift for vehicle and equipment usage will need to be made payable to Charleston County.

| | |
|-----------------------|---------------------|
| 2 nd Shift | 4:00 pm to 12:00 am |
| 3 rd Shift | 12:00 am to 8:00 am |

HOLIDAY PAY:

During the following holidays; **New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Black Friday, Christmas Eve, Christmas and New Year's Eve**, Deputies will receive pay based on time and a half **\$45.00 per hour**.

- **Labor Day, Memorial Day** - beginning with the 1st shift on Saturday and ending with the 2nd shift on Monday.
 - **4th of July** - beginning with the 1st shift prior to the holiday and ending with the 2nd shift of the day following the holiday.
2. Coordinators for the Town of Kiawah Island's off-duty employment detail will be paid at a rate of \$35.00 per hour for work performed to coordinate, manage and oversee the activity of deputies assigned to the Town of Kiawah Island. Compensation paid for coordination activity will not exceed \$20,202 in total during the term of this agreement and \$12,428 to any individual coordinator. The Town will receive prior notification (within 30 days) if either of the coordinators is to be changed.
 3. All employers contracting with the Charleston County Sheriff's Office must provide Workers' Compensation coverage. A copy of the secondary employer Workers' Compensation Policy must accompany the contract when requesting deputies for off-duty employment. If the employer does not have Workers' Compensation Insurance, the Sheriff's Office will provide the coverage for the secondary employer at the rate of \$7.00 per one hundred dollars of salary. This amount will be calculated by and payable to the Sheriff's Office prior to the commencement of the secondary employment.
 4. Deputies of the Charleston County Sheriff's Office engaged in off-duty employment of a police nature may be employed only within the legal boundaries of Charleston County, may not perform tasks other than those of a police nature, and may not enforce any rule or order of an employer governing customer behavior of the employer's premises where the customer's conduct does not

constitute a violation of law. Additionally, deputies will not be permitted to engage in any employment which would be in violation of any county, state, or federal law.

5. All deputies of the Charleston County Sheriff's Office must always be available to respond to police emergencies. The Sheriff's Office is the primary employer of all sworn deputies of this Department, and the requirements of the Department will take precedence over any secondary or private employment of an off-duty deputy. In an emergency, deputies will leave his/her private detail at the direction of Charleston County Sheriff's Office Communications and will respond whenever needed.
6. The Charleston County Sheriff's Office reserves the right to inspect payroll records of deputies employed by private contractors. The purpose of any such inspection will be to ascertain the hours a deputy is working to protect the best interest of the county and the deputy based on an evaluation of the total number of hours worked by the deputy. Failure to maintain proper payroll records will be cause for cancellation of the contract.
7. The Charleston County Sheriff's Office warrants that the deputies referred for part-time employment under this contract are in "good standing," as determined by the CCSO. The Town of Kiawah Island assumes no responsibility for any deputy misconduct outside his/her authorized scope of duties.

I, the undersigned, understand all of the above requirements of the Charleston County Sheriff's Office as related to the employment of off-duty deputies by private employers and do hereby agree to abide by these regulations. I further understand that a minimum 24-hour notice of cancellation must be given to the Charleston County Sheriff's Office; otherwise, I will be responsible for the fees associated with a minimum four-hour contract.

APPROVED:

TOWN OF KIAWAH ISLAND

CHARLESTON COUNTY SHERIFF'S OFFICE

Craig Weaver, Mayor

PRINTED NAME

PRINTED NAME

AUTHORIZED SIGNATURE/EMPLOYER

OPERATIONS CHIEF/DESIGNEE

DATED

DATED



Tab | 6

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND ARTS AND CULTURAL EVENTS COMMITTEE CHARTER

1. The Arts and Cultural Events Council (ACEC) for the Town of Kiawah Island shall be a standing committee of the Town Council and shall advise the Town on matters relating to the planning, development, organization and implementation of activities relating to the visual and performing arts.
2. The ACEC shall strive to ensure that Kiawah is recognized as an arts and culturally minded community.
3. Oversight responsibility will be handled by the Arts Council Board comprised of:
 - One member of Town Council that will act as the Town Council liaison
 - Two designated members of the ACEC, a Chairman and Vice Chairman, that will act as the ACEC liaisons
 - Town Administrator
 - Town Communications Manager

The ACEC membership shall be comprised of at least five (5), but not more than ~~nine (9)~~ **eleven (11)**, Kiawah Island property owners appointed by the Mayor with consent of the Town Council. Member terms 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. The Town Council may appoint up to three (3) advisory members (non-voting) to the ACEC to assist and support the Committee.

4. The ACEC is a “working” committee tasked with:
 - a. Sourcing concerts and cultural arts events
 - b. Season programming and program diversity
 - c. Reporting preliminary season selections, after the planning session, to Town Council
 - d. Assisting in the development and distribution of promotional materials
 - e. Preparing production plans and managing logistics of performance
 - f. Assisting at events
 - g. Evaluating the event results
5. Preferred skill set should include:
 - a. Cultural arts background and expertise
 - b. Excellent planning and organizational capabilities
 - c. Knowledge of performing arts and performing arts groups
 - d. Ability to work in harmony with performing arts groups and other Arts Council members.
6. The ACEC shall:
 - a. Develop annual budgets for review/ approval by the Ways and Means Committee and final approval of Town Council.
 - b. Work to enhance community, visitor and tourist appreciation of arts and cultural events within the Town and environs by providing a diversity of programming.
 - c. Publish an annual report summarizing fiscal-year events and accomplishments.
 - d. Develop relationships with local, state, regional and national arts organizations.

- e. Develop relationships with schools, businesses and other organizations supporting the arts.
7. The funding sources for the ACEC will be derived from:
- a. General Funds – the primary source of funding for the resident related events.
 - b. Local, County and Hospitality Tax Funds – the primary source of funding for the tourist and visitor related events.
 - c. Funding levels will be determined through the budget process
8. The ACEC will utilize a variety of methods, including advertisement in a general publication newspaper to attract and solicit interest from local and national talent for events. A schedule of events for both residents and tourists/visitors will be submitted to Town Council during the budgeting process timetable.

Applications Process

Applications to the ACEC for tourism and visitor related activities will be published on the Town website at www.kiawahisland.org. The ACEC will review the applications, select and schedule within the budget and will present final program details and costs to the Ways and Means Committee and then to Town Council for final approval. The requesting organization will be notified in writing of the Council's decision by the Town Treasurer.

Contracting

Each funded event shall be bound by a Town of Kiawah Island Special Events contract.

Payment Terms

Payment will be made directly to the requesting organization in the form of a check, per contract terms agreed upon between the town and performer and/or performer's agent. Normally, these payments are presented on the performance day, but prepayments may be made if negotiated during the contract. Deposits will not be more than 50% of the contracted amount.

Revised 1/27/2020



Tab | 7

TOWN COUNCIL

Agenda Item



Town Council

Committee Appointment

Arts & Cultural Events Council

ARTS & CULTURAL EVENTS COUNCIL

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

Gary Rice, Chairman

52 Blue Heron Pond Road
Kiawah Island, SC 29455
843-243-0253
212-203-8903 cell
garryrice@gmail.com

David Wohl, Vice Chairman

157 Governors Drive
Kiawah Island, SC 29455
304-552-9060 cell
Dwohl23@gmail.com

Bill Blizard

736 B Virginia Rail Road
Kiawah Island, SC 29455
843-768-3303
843-906-7666 cell
billblizard@gmail.com

Judy Chitwood

4817 Green Dolphin Way
Kiawah Island, SC 29455
843-693-4565 cell
j_e_chitwood@yahoo.com

Becky Hilstad

33 Marsh Edge Lane
Kiawah Island, SC 29455
843-469-3271 cell
bthilstad@aol.com

Jodi Rush

143 Flyway Drive
Kiawah Island, SC 29455
843-641-0096
703-966-5351 cell
jrush25@comcast.net

Joan Collar

194 Sanderling Court
Kiawah Island, SC 29455
843-768-0474
843-224-9455 cell
jcfromsc@aol.com

Patrick M. Kerin

802 Osprey Cottage Lane
Kiawah Island, SC 29455
914-621-1058 cell
pkerin2468@yahoo.com

Richard M. Ames

147 Blue Heron Pond Rd
Kiawah Island, SC 29455
843-814-0423 cell
amesrm2@yahoo.com

Staff Support:

Stephanie Braswell Edgerton

843-768-5113
843-532-3269 cell
sbraswell@kiawahisland.org

Keely Laughlin

843-768-9976
330-605-5424 cell
klaughlin@kiawahisland.org

to be appointed

Patrick M. Kerin

45 Carriage Rd, Wilton CT 06897

(T) (203) 834-2277 (C) (914) 621-1058 (E) pkerin2468@yahoo.com

Executive Profile

High-performing Senior Executive with in depth knowledge of high technology services business. Demonstrated ability to manage large, global, and highly competitive businesses to superior financial returns.

Skill Highlights

-
- | | |
|---------------------------------|---|
| • General Mgmt - \$11B P&L | • Diverse industry and market knowledge |
| • Go to Market strategy | • Leadership and organizational development |
| • Sales Execution | • Business and process transformation |
| • Complex contract negotiations | • Financial Mgmt and Controls |
| • Client Relationship Mgmt | |
| • Strategic Business Design | |

Core Accomplishments

Earnings Growth:

- Expanded industry leading PTI margins by 2.5 points in IBM's Global Technology Services business in North America
- Expanded gross profit margins by 7 points in IBM's Integrated Tech Services Business in North America

Revenue Growth:

- Delivered \$7B of new client contracts and \$22b of contract expansion and extensions in IBM's Strategic Outsourcing business
- Delivered \$12B in Integrated Tech Services contract signings with 14% growth from 2008 - 2010
- Held or grew share in all key service lines during tenure as GM

Business Transformation:

- Led the transition to a smaller, standardized and more market relevant set of Integrated Tech Services offerings in North America
- Introduced standardized solution design competency into services
- Led the effort to source up to 45% of Strategic Outsourcing delivery requirements from global delivery centers

Organizational Development:

- Created and launched a multi-year hiring and development program for client facing service delivery leaders
- Drove a high performance culture at all levels through rigorous performance management and skill assessments
- Implemented a Service Excellence program to strengthen the culture of dedication to clients' success

Financial Management:

- Multi-year history of disciplined cost and expense management
- Consistently drove margin expansion and improved cash flows
- Led the development and implementation of key business control programs

Professional Experience

05/2011 - Current

IBM Somers, NY

VP Investment Strategies - Server and Technology Group

Accountable for global divestiture activity for IBM's Server and Technology Group.

02/2007 - 04/2011

IBM Somers, NY

General Manger - GTS North America

Responsible for all aspects of IBM's GTS business in North America, the largest brand profit center in IBM.

- Signed over \$41B in service contracts
- Increased industry leading PTI margins by 2.5 points during a period of industry consolidation and significant macro economic pressure
- Optimized Integrated Technology Services portfolio and related sales coverage, and implemented a standardized solution design process leading to 14% contract signings growth from post recession lows and a 7 point improvement in gross profit margins
- Optimized financial performance by implementing a globally integrated service delivery model in Strategic Outsourcing
- Boosted market share and SG&A efficiencies by integrating "Go to Market" and sales activities with IBM's geographic sales organization
- Drove improved Client Sat and Client References for 4 consecutive years
- Operated a controlled and audit ready business at all times

04/2004 - 01/2007

IBM Somers, NY

VP Finance - Global Technology Services, Americas

Responsible for all financial aspects of IBM's Global Technology Services business in North America.

- Teamed with GM to drive 10 consecutive quarters of improved revenue and profit performance
- Developed and implemented plans that delivered industry leading A/R and cash management performance
- Implemented a \$500m multi-year cost reduction and transformation program
- Delivered \$200m profit improvement through a disciplined troubled contract management program
- Developed and executed a global sourcing strategy for finance
- Implemented Sarbanes - Oxley compliance program
- Maintained a satisfactory control posture

02/2003 - 03/2004

IBM Somers, NY

VP Finance and Operations - Enterprise on Demand

Responsibilities included all financial and operational aspects of IBM's transformation to an "on demand" business.

- Assisted in the development a company wide transformation strategy, on demand business model and an execution framework that is still in place today

02/2000 - 01/2003

IBM White Plains, NY

VP Finance - Americas

Responsible for all financial aspects of IBM's \$36B Sales and Distribution business for North and South America.

- Played a key role in delivering better than market revenue and profit performance
- Drove SG&A E/R performance through skill re-balancing, shift to lower cost channels while funding the investment for growth areas
- Improved cash flow performance through innovative A/R programs
- Successfully managed through Argentina's financial crisis
- Maintained a satisfactory control environment

09/1997 - 01/2000

IBM White Plains, NY

VP Finance - IBM Global Industries

Responsible for all financial planning activities related to IBM's global industry units.

- Developed solutions management and measurement system
- Assisted in the structuring of cross industry units focused on Supply Chain, CRM and ERP
- Divested three under-performing businesses
- Optimized organization leading to improved profit performance

07/1992 - 08/1997

Advantis Schaumburg, IL

Executive Vice President and CFO, Board Member

Responsibilities included all financial aspects of Advantis, a \$2B Partnership between IBM and Sears in the IT and Network outsourcing space. Also responsible for the account management of outsourced units at Sears and all call center and marketing operations.

- Achieved compound revenue growth of 74%
- Delivered cash distributions to Partners in excess of \$200M
- Placed a \$175M secured note offering
- Divested voice and related assets for \$170M
- Restructured Telco contracts delivering \$500m in savings over 5 year period

11/1983 - 06/1992

IBM White Plains, NY

Financial Executive

Various executive positions in Financial Planning and Analysis within IBM's US Sales and Marketing Group, Enterprise Services Group, and ROLM Corporation which was acquired by IBM in 1984.

10/1977 - 10/1983

Dynabyte, Memorex, Hueblein Santa Clara, CA

Financial Management

Various financial roles in referenced companies.

- As Controller of Dynabyte (1981-1983), a Silicon Valley start-up, raised 2 rounds of private equity, took the company through an informal Chapter 11 and merged it into another VC controlled entity.

Education

| | |
|------|---|
| 1985 | Stanford University, Palo Alto , CA Advanced Management Program |
| 1981 | Santa Clara University, Santa Clara, CA MBA |
| 1977 | Western Connecticut State University, Danbury, CT Bachelor of Bus Admin, Magna Cum Laude |

Additional Information

Memberships:

- IBM's Performance Team (2007-2011)
- IBM's Integration and Values Team (1998 to Present)
- IBM's Financial Policy Committee (2000- 2006)

Personal:

- Married with two children
- Interest include golf, reading and South Carolina Low Country

Richard M. Ames

SUMMARY

- 40 years experience in the oil and gas industry with senior executive roles in E&P, IT and Services.
- Experience in a broad range of companies and organizations.

PROFESSIONAL EXPERIENCE

President, Castine Consulting Company, Johns Island, South Carolina 1.2010-Present

- Management and IT consulting focusing on clients developing business in Russia.

Vice President and CIO, TNK-BP, Moscow, Russia 9.2003-12.2010

- Developed and implemented a multi-year strategy transforming all areas of IT resulting in TNK-BP being widely recognized as an IT leader in Russia.
- Managed IT budgets of \$200 million per year and an IT organization of 2000 staff.
- Achieved significant savings through consolidation and standardization of IT infrastructure and applications.

Vice President Services and CIO, Sidanco, Moscow, Russia 8.2002-8.2003

- Executive responsible for HR, Administration and IT.
- Consolidated and transformed IT and implemented modern HR and Administration practices.
- Responsible for IT integration planning for the BP/TNK merger.

Director IT, BP, Anchorage, Alaska and Houston, Texas 1.1999-7.2002

- Responsible for all aspects of IT for BP Alaska including a \$50 million annual budget and all staff.
- Successfully completed a major systems rationalization/integration project resulting from the Arco acquisition.
- Managed BP's Global Upstream IT Projects Portfolio of \$250 million.

Vice President, Russia and Kazakhstan Projects, Amoco, Houston, Texas 1.1997-12.2010

- Reporting to the Chairman, responsible for developing and implementing business strategies for all aspects of Amoco's business in Russia and Kazakhstan.
- Managed portfolio of exploration and production new venture projects with a \$40 million annual budget and representative offices in Moscow and Almaty.
- Responsible for commercial negotiations with partners and host governments.

Director, Business Development, Amoco, Moscow, Russia 1.1994-12.1996

- Upstream representative in Russia responsible for managing Amoco's portfolio of exploration and production projects.
- Represented Amoco to the Russian Government and Russian partners to advance projects.

Manager Geology and Geophysics, Amoco CIS Projects, Houston, Texas 1.1990-12.1993

- Managed multidisciplinary exploration and production teams generating projects in the former Soviet Union including reservoir characterization, reserve estimates and development plans.

Exploration and Production Geologist, Amoco, various locations 2.1981-12.1989

- Supervised Amoco's successful offshore exploration drilling program in The Netherlands.
- Supervised operations and development activities for the Europe, Latin America and Far East Region
- Conducted regional geological evaluations and prospect generation for offshore Gulf of Mexico and North Sea lease sales.

Board Experience

- Non Executive Director, i3 Energy
- Board Member, Castine Historical Society
- Non Executive Director, Iona Energy, 2013-2015
- Kiawah Conservancy Board of Trustees: 2013 – present, Chairman 2017-2019
- Glorious Orphanage Board of Directors: 2010 - 2018
- Accenture Russia Advisory Board: 2011 - 2012
- Intel Global and European Board of Advisors: 2006 - 2008

EDUCATION

| | |
|---|------|
| University of Georgia, Athens, Georgia: Master of Science in Geology | 1981 |
| Duke University, Durham, North Carolina: Bachelor of Science in Geology | 1978 |

PROFESSIONAL AFFILIATIONS

| | |
|--|----------------|
| American Association of Petroleum Geologists | 1981 - present |
|--|----------------|



Town Council

Committee Appointment

State Accommodations Tax Committee

2020

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

Chris Widuch, Chairman

Non-Voting Member
19 Grey Widgeon Lane
Kiawah Island, SC 29455
cwiduch@kiawahisland.org
Phone: (843) 768-9576

Diana Mezzanotte

Property Owner
99 Rhett's Bluff Road
Kiawah Island, SC 29455
dmezza444@gmail.com
Phone 407-346-6238

Gary Rice

Arts Council
52 Blue Heron Pond Road
Kiawah Island, SC 29455
garryrice@gmail.com
Phone: (843) 243-0253

John Wilson

Property Owner
749 Glossy Ibis Lane
Kiawah Island, SC 29455
jrwilson749@msn.com
Phone 768-3303

Roger Warren

Kiawah Island Golf Resort
1 Sanctuary Drive
Kiawah Island, SC 29455
Roger_Warren@kiawahresort.com
Phone: 768-2121

Amy Anderson

Kiawah Partners Marketing Director
1 Kiawah Island Parkway
Kiawah Island, SC 29455
AAnderson@Kiawah.com
Phone: 843-695-9309

Pam Harrington

Harrington Exclusives
4343 Betsy Kerrison Parkway
Johns Island, SC 29455
pamh@pamharringtonexclusives.com
Phone 768-0273

Don Semmler

Andell Inn
300 Farm Lake View Road
Kiawah Island, SC 29455
donald.semmler@gmail.com
Phone: 843-801-125

To be appointed

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.