



TOWN OF *Kiawah Island*

Mayor

John D. Labriola

Council Members

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

Town Administrator

Stephanie Monroe Tillerson

WAYS & MEANS COMMITTEE

SPECIAL CALL MEETING

Kiawah Island Municipal Center
Council Chambers

December 7, 2021; 1:00 pm

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Roll Call:
- IV. Approval of Minutes:
 - A. Ways and Means Committee Meeting of October 25, 2021 [Tab 1]
- V. Citizens' Comments: (Agenda Items only)
- VI. Old Business:

None
- VII. New Business:
 - A. Consideration and Recommendation to Town Council for Approval of the Proposal for Beachwalker Drive Pedestrian Safety Improvements [Tab 2]
 - B. Consideration and Recommendation to Town Council for Approval of the Proposal for Garage Improvements [Tab 3]
 - C. Consideration and Recommendation to Town Council for Approval of the Proposal for Android App. [Tab 4]
 - D. Consideration and Recommendation to Town Council for Approval of the Town Attorney Contract Services Agreement with Joseph Wilson [Tab 5]
 - E. Consideration and Recommendation to Town Council for Approval of the Prosecuting Town Attorney Contract Services Agreement with Adam Young [Tab 6]
 - F. Consideration and Recommendation to Town Council for Approval of the Amendment of the STR Code Enforcement Contract with Island Beach Services [Tab 7]
 - G. Consideration and Recommendation to Town Council for Approval of the Off-Duty Deputy Contract with the Charleston County Sheriff's Office. [Tab 8]
- VIII. Chairman's Report:
- IX. Treasurer's Report:
- X. Citizen Comments:
- XI. Committee Member's Comments:
- XII. Adjournment:



Tab | 1

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

October 25, 2021; 3:00 pm

Minutes

I. **Call to Order:** *Chairman Prickett called the meeting to order at 3:00 pm.*

II. **Pledge of Allegiance**

III. **Roll Call:**

Present at the meeting: Dan Prickett, *Chairman*
John D. Labriola, *Mayor*
Maryanne Connelly, *Committee Member*
John Moffitt, *Committee Member*
Dr. Scott Parker, *Committee Member*

Also Present: Stephanie Tillerson, *Town Administrator*
Dorota Szubert, *Town Treasurer*
Petra Reynolds, *Town Clerk*
Jim Jordan, *Town Biologist*
Brian Gottshalk, *Public Works Manager*

IV. **Approval of Minutes:**

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

Committee Member Parker made a motion to approve the minutes of the August 25, 2021 Ways and Means Committee meeting. Committee Member seconded the motion and was unanimously passed.

V. **Citizens' Comments: (Agenda Items only)**

None

VI. **Old Business:**

None

VII. **New Business:**

A. Review and Recommendation to Town Council for Approval of the contract with Kucera International for Aerial Photography and Lidar

Mr. Jordan stated the Town had conducted high-resolution aerial photography of the island periodically since 2000, with the last photography done in 2018. The current aerial photography used by Town Staff is out of date. Over the last four years, many new developments and homes have been completed, and the beach has shifted dramatically. Updated photography will allow Town Staff to update a variety of mapping.

Mr. Jordan explained that Lidar (light detection and ranging) is a laser mounted on the aerial photography plane that emits pulses to determine precise elevation points in an area. The data points are analyzed to produce a detailed elevation model of the contours of the island. Staff discussions with the Community Association, Conservancy, and Kucera representatives concluded

that the addition of Lidar to the aerial photography scope of work would provide considerable benefit to the entities and the community.

Mr. Jordan stated that \$35,000.00 was budgeted for the cost of aerial photography. The additional costs included higher resolution photography that would provide better detail and the cost of the Lidar. He indicated he had a firm commitment from the Community Association to contribute one-third of the total cost and a verbal commitment from the Conservancy. The total cost of the Kucera proposal is \$84,000.00, and the cost to the Town will be \$28,300.00.

Committee Member Parker made a motion to recommend to Town Council the approval of the contract with Kucera International for Aerial Photography and Lidar. Committee Member Moffitt seconded the motion, and it was unanimously passed.

B. Review and Recommendation to Town Council for Approval of the proposal for Municipal Center Landscape Installation

Mr. Gottshalk explained that when a Town Council approves a project, a Request for Proposals (RFP) is created and released by email, posting on the Town's website, and advertising in a newspaper or business opportunity outlets. A selection committee then evaluates sealed bids that are received by the deadline for a recommendation.

Mr. Gottshalk stated that Town Council approved contracting with Outdoor Spatial Design (OSD) to design a plan to improve the landscape at the Municipal Complex to mitigate safety hazards in the form of blind curves and sight obstructions as well as replacing dead and dying plant material.

The Town received three bid proposals:

Artigues Landscape and Maintenance, LLC:	\$59,951.55
The Greenery of Charleston:	\$75,365.69
Jarema Landscapes, LTD:	\$91,777.00

A selection committee reviewed bid proposals, and Artigues Landscape and Maintenance was the unanimous choice for the recommendation.

Committee Member Parker made a motion to recommend to Town Council the approval of the proposal from Artigues Landscape and Maintenance, LLC for Municipal Center Landscape Installation. Committee Member Moffitt seconded the motion, and it was unanimously passed.

C. Review and Recommendation to Town Council for Approval of the proposal for Landscape Maintenance

Mr. Gottshalk stated in the Spring of 2021, the Town completed a landscape improvement project along the Kiawah Island Parkway. This installation project was fulfilled by Artigues Landscape and Maintenance, LLC, and was awarded the contract to maintain the landscape along the Parkway and Beachwalker Drive, which expires December 31, 2021. An RFP was created to reflect the new maintenance plan for the Parkway, Municipal Center, and Beachwalker Drive.

The Town received two proposals for this maintenance contract:

Artigues Landscape and Maintenance, LLC:	\$188,650.00
The Greenery of Charleston:	\$190,200.00

A selection committee reviewed bid proposals, and Artigues Landscape and Maintenance was the unanimous choice for the recommendation.

At the request of Committee Members, Mr. Gottshalk went through a comparison of the proposal from Artigues to the previous contract with the Greenery. Committee Member Parker also reminded that Artigues has agreed to provide an extended warranty in perpetuity as long as they hold the maintenance contract.

Committee Member Connelly made a motion to recommend to Town Council the approval of the proposal for Artigues Landscape and Maintenance, LLC for Landscape Maintenance. Committee Member Parker seconded the motion, and it was unanimously passed.

D. Review and Approval of New Business License Fees

Ms. Szubert stated that fees for business licenses account for approximately 30% of the Town's revenues. In September 2020, the SC Business License Tax Standardization Act, Act 176, was signed into law by the General Assembly. This new law requires South Carolina's cities and towns to standardize their business license practices before January 1, 2022.

Ms. Szubert provided a presentation highlighting the required changes; The first step was to convert the business license year from May 1 to April 30, then standardize the class schedule to the latest (2017) edition of the NAICS codes. The last required step is rebalancing business license rates to ensure revenue neutrality during the 2022 business licenses cycle. To comply with the new law, the Town needs to change the current rate schedule. The Municipal Association provided a spreadsheet to assist with the rate conversion process to maintain the current revenues. Adopting the proposed schedule would eliminate any future questions and document the less than 1% change the state guidelines recommend.

Class	Current Rates			Proposed Rates			Difference
	Base	Rate per \$1,000	Current Revenue	Base	Rate per \$1,000	Projected Revenue	
Class 1	55.00	2.00	328,051	50.00	1.95	270,240	(57,811)
Class 2	60.00	2.05	753	55.00	2.15	10,934	10,181
Class 3	65.00	2.10	11,622	60.00	2.35	142,397	130,776
Class 4	73.00	2.10	231,402	65.00	2.55	180,428	(50,973)
Class 5	75.00	2.45	1,294	70.00	2.75	75,239	73,945
Class 6	80.00	2.70	5,225	75.00	2.95	-	(5,225)
Class 7	85.00	3.05	604,417	80.00	3.15	526,430	(77,987)
Class 8.1	70.00	2.40	679,695	70.00	2.40	673,883	(5,812)
			1,862,458			1,879,552	17,094

Committee Members discussed the proposed changes. Ms. Szubert pointed out that the proposed changes will provide more consistency in the base rate increments as well as compliance with required standardization. She also reminded members that the rates could be reviewed and adjusted annually.

Ms. Szubert stated that the new rate schedule would be part of the ordinance to repeal and replace the existing Business License Ordinance presented to Town Council for its first reading at the November meeting.

Ms. Szubert stated the Office of Revenue and Fiscal Affairs would host the state portal on which all businesses can apply for a license for multiple jurisdictions. She explained that a license could be obtained in the state or in the Town's portal. Still, short-term rental and contractors will be

encouraged to use the Town's portal due to the special reporting and additional documentation required and reviewed by the Town.

Ms. Szubert stated that once the ordinances are approved, the Town will notify stakeholders of the changes.

Committee Member Parker made a motion to approve the new Business License rates. Committee Member Connelly seconded the motion, and it was unanimously passed.

VIII. Chairman's Report:

None

IX. Treasurer's Report:

A. Budget Report for the First Three Months Ended 9/30/2021

Ms. Szubert presented the Town's Balance Sheet as of September 30, 2021, and Budget to Actual Report for the first quarter. The Budget to Actual Report is compiled on a cash basis, and all the funds are consolidated.

As of September 30, 2021, the Town's governmental funds combined have an ending fund balance of approximately \$24M, an increase of approximately \$1.1M from June 30, 2021. Of this amount, approximately 55%, or \$13.2M, is an unassigned fund balance and available for spending at the Town's discretion.

Overall, for the first three months, the Town's revenues are slightly higher than budgeted. Current year revenue projections were based on FY2019 (pre-pandemic) actual collections. Consolidated revenues of \$2.6M are approximately \$543K or 26% more than budgeted and \$738K, or 39% higher than collections in the quarter ended 9/30/2018. The positive variance is attributable to continuous high tourism activity on the Island and a higher than anticipated number of construction and renovations projects.

Overall, with 25% of the year lapsed at the end of September, expenditures are reasonable and in line with the budget. Total expenditures to date are approximately \$1.5M, or 17% of total budgeted expenditures. The majority of the variances relate to the timing of the billing by the vendors.

Discussion included how the funds received from the American Rescue Plan and the contribution to the MUSC (Medical University of South Carolina) project will be shown in the reporting. The funds from County Accommodation Taxes that were withheld last year have been received.

X. Citizen Comments:

None

XI. Committee Member's Comments:

Committee Member Connelly stated that this year's audit results would be presented at the November Town Council meeting. The Audit Committee met to review the results and found no issues. She also thanked Ms. Szubert and her team for the comprehensive and accurate work they do.

Mayor Labriola stated that the Budget at a Glance document provided was well done and a wealth of information.

XII. Adjournment:

Mayor Labriola made a motion to adjourn the meeting at 4:00 pm. Committee Member Connelly seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date

DRAFT



Tab | 2

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Recommendation

TO: Ways and Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Beachwalker Drive Pedestrian and Traffic Improvement Project

DATE: 7 December 2021

BACKGROUND:

The Town has conducted a study on Beachwalker Drive to improve pedestrians, bicyclists, and motorists traveling this road. The Town contracted with Kimley Horn to conduct this study and recommend improvements to the existing bike path and intersections.

ANALYSIS:

The Town put together a conceptual design for improvements to the leisure trail and the intersections along Beachwalker Drive. This design was sent out in a request for proposals to Truluck Construction and 3 Oaks Construction individually, and it was also posted online publicly for other vendors to review. The Town received one bid back from Truluck construction in the amount of \$360,349.00. Town Staff met with Kimley Horn and Truluck to discuss the quote, and we were able to get the cost down to a total of \$299,868.00.

ACTION REQUESTED:

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

BUDGET & FINANCIAL DATA:

This project will be funded through the General Fund.

BID: Town Of Kiawah Island
Leisure Trail Improvements
LOCATION: Beachwalker Drive

DATE: **UPDATED** 10/30/21

CONTRACTOR: Truluck Construction

ENGINEER: Kimley Horn -
Plans Dated: N/A

OWNER: Town Of Kiawah Island South Carolina

<u>BASE BID</u>		TOTAL		\$	299,868.00	
PHASE CODE	DESCRIPTION	* Material Prices & Misc.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<u>Mobilization</u>						
5193	Mobilization/Bond/ Insurance/planning		1.0	LS	\$ 15,000.00	\$ 15,000.00
Mobilization Total		\$ 15,000				
<u>CLEARING AND DEMOLITON</u>						
1100	Clearing & Grubbing	**ADJUST AROUND MAJOR Hinderances	1.0	LS	\$ 25,000.00	\$ 25,000.00
1104	Demolition	**ADJUST AROUND MAJOR TREES	1.0	LS	\$ 12,650.00	\$ 12,650.00
Clearing & Demolition Total		\$ 37,650				
<u>TRAFFIC CONTROL</u>						
5193	Traffic Control		1.0	LS	\$ 19,500.00	\$ 19,500.00
Traffic Control Total		\$ 19,500				
<u>TESTING</u>						
4178	Testing - Proof roll of subgrade, roc /subgrade density and 1 day asphalt testing		1.0	LS	\$ 2,000.00	\$ 2,000.00
Testing Total		\$ 2,000				
<u>EROSION CONTROL</u>						
3163	Silt Fence		0.0	LF	\$ 5.00	\$ -
3164	Tree Protection - allowance		750.0	LF	\$ 6.00	\$ 4,500.00
<u>STRIPPING</u>						
1102	Strip 6"	Note: Anything over 6" is considered mucking	300.0	CY	\$ 25.00	\$ 7,500.00
<u>EXCAVATION</u>						
Total Site						
2114	Cut -	150 CY x 25% Fluff	188.0	CY	\$ 15.00	\$ 2,820.00
2112	Fill -	180 CY x 25% Fluff	225.0	CY	\$ 36.00	\$ 8,100.00
	Import	30 CY x 25% Fluff	38.0	CY	\$ 0.00	\$ -
<u>GRADING</u>						
2108	Fine Grading		1.0	LS	\$ 16,000.00	\$ 16,000.00
	Rough Grading		1.0	SY	\$ 22,000.00	\$ 22,000.00
	Dressup		1.0	LS	\$ 12,000.00	\$ 12,000.00
Erosion Control, Stripping, Excavation & Grading		\$ 72,920				
<u>ENGINEERING</u>						
4166	Layout/Truluck In house/Field design: (NO ENGINEERED STAMPED PLANS)		1.0	LS	\$ 10,500.00	\$ 10,500.00
	Asbuilts (edge of pavement and 2 ea storm boxes (no grade/elevations of path)		1.0	LS	\$ 4,200.00	\$ 4,200.00
Engineering Total		\$ 14,700				

PHASE CODE	DESCRIPTION		* Material Prices & Misc.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<hr/>							
	STORM DRAINAGE						
	1. Boxes/Structures						
3124	Grate Inlets			2.0	EA	\$ 3,840.00	\$ 7,680.00
	Material 2x3						
	Labor						
3124	Curb Inlets - new top/adjust top			2.0	EA	\$ 4,460.00	\$ 8,920.00
	Material 4x4						
	Labor						
3140	2. RCP						
	24" RCP w/ concrete Collar connection or Marmac coupling			16.0	LF	\$ 217.00	\$ 3,472.00
	Material						
	Labor -						

PHASE CODE	DESCRIPTION	* Material Prices & Misc.	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Soding and Pine needles		1.0	LS	\$ 15,000.00	\$ 15,000.00
	Seeding Total	\$ 15,000				
					Base Bid Total	\$ 299,868
	<u>Scope of Work for Base Bid</u>				Total for Base Bid	\$ 299,868
	<u>Exclusions for Base Bid</u>	<u>Possible Adjustments to Contract</u>				
	No testing, permits or fees	A. Mucking Unsuitable Material	\$ 20.00	per Cu. Yd.		
	No dumpster enclosure or footings	(Based on Truck Measure)				
	No lighting/electrical	B. Replacing Unsuitable Material	\$36.00	per Cu. Yd.		
	No engineered drawings	(Based on Truck Measure)				
	No stormwater research/video/cleaning					
	No nightwork	This Proposal is based on AIA document unmodified and				
	Construction to take 2.5 months	limited to the above listed Scope of Work.				
	Cannot begin work until after 1/3/21					
	No landscaping other than sod/pinestraw					
	No irrigation work/repairs by Truluck Construction					
	Survey by truluck (no RLS stamp); no tree/utility asubilt/surveys					
	PROJECT TO COMPLETE PRIOR TO END OF MARCH 2022					
	**Storm structures and elevated crosswalk to be stamped or SCDOT standard					
	***It is responsibility of Truluck to build this trail to conform to ADA standards for all slopes (no truncated domes to be installed)					



Tab | 3

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Recommendation

TO: Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Town Hall Garage Improvements Project

DATE: December 7, 2021

BACKGROUND:

Town Staff contracted with LS3P to develop a design for improvements to the garage at Town Hall. These improvements include constructing two conditioned office spaces within the garage for the existing Wildlife Department, constructing a new car wash area, creating a secured outdoor storage area, and improving the existing bathroom. In addition, these improvements will allow for two staff members to move from the main building into a conducive working space opening additional workspace. Further, these improvements will encourage better organization within the garage and a better system for properly cleaning Town vehicles.

ANALYSIS:

The design that we received from LS3P was posted publicly for potential contractors to review and bid. Town Staff along with LS3P held a mandatory pre-bid meeting on November 18th for any interested bidders. Six contractors attended this meeting. As a result, town Staff received three bids from contractors that were opened in a public bid opening on December 1st. The bids came in as follows:

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

These bids are all inclusive of the four parts to this project: Conditioned Office Space, New Car Wash Area, Secured Outdoor Storage, and Bathroom Renovation.

ACTION REQUESTED:

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

BUDGET & FINANCIAL DATA:

This project will be funded through the General Fund.

DATE: December 1st, 2021

ORGANIZATIONAL INFORMATION

Duke Commercial Construction, LLC.

17 Alberta Ave

Charleston SC, 29403

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

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

I. PERSONNEL AND TIMELINE:

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

03 00 00 Concrete - CMJ Concrete

04 00 00 Masonry - CMJ Concrete

06 00 00 Wood/Plastic/Composites - Hurst Custom Woodworking

07 00 00 Thermal and Moisture (siding) - Duke Construction

08 00 00 Openings - Charleston Glass

09 00 00 Drywall - Presicsion Walls, INC. Paint - Bluewater Ceilings - Duke
Flooring - Bontiz

11 00 00 Equipment - Belanger

13 00 00 - Special Construction (Fence) - Manner

22 00 00 Plumbing - Hutchinson Plumbing, LLC.
32 00 00 MEchanical - O'Brien Heating & Air, LLC.
26 00 00 Electrical - Garrand Electric, LLC.

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** CSI

Contract Title Storehouse #007

Scope of Work: 4,000 sqft tenant upfit, new storefront, walls, 2x2 ceiling, casework, sealed concrete floor, paint, mechanical, electrical and plumbing

Contracting Office: Navy Yard Developers

Contact Name: Lauren McWilliams

Title: Property Manager Address: 1360 Truxton Ave, Charleston SC

Telephone: 843.566.3656

Email:

2. **COMPANY NAME:** Redan Construction, LLC.

Contract Title Fetter Healthcare

Scope of Work: 8,500sqft clinic improvment, demo, construct new walls, new casework, electrical, plumbing for new dental chair, med gas, new RTU, duct work, paint, floor

Contracting Office: Fetter Healthcare

Contact Name: Tremayne Smith

Title: Facilities Manager Address: 51 Nassau Street, Charleston SC 29403

Telephone: 843.834.0517

Email: tremayne_smith@fetterhealthcare.org

II. EXPERIENCE (Continued):

3. **COMPANY NAME:** Redan Construction, LLC.

Contract Title Nelliefield Recreation

4-5 Acres, land development to construction 2500sqft pavilion,
community playground, boardwalk, walking path, parking lot,
Scope of Work: and green space

Contracting Office: Nelliefield Plantation HOA

Contact Name: Lisa Kerns

Title: President HOA Address: _____

Telephone: 843-818-9396

Email: lisakerns.crs@gmail.com

4. **COMPANY NAME:** Redan Construction, LLC.

Contract Title IX Artistry

2,000 sqft luxury build-out of a new space with eight salon stations,
Scope of Work: three hair washing stations, new lighting, new HVAC and seal concrete

Contracting Office: IX Artistry

Contact Name: Maggie & Lash

Title: Owners Address: 99 Westedge, Charleston SC, 29403

Telephone: 843.605.1125

Email: _____

5. **COMPANY NAME:** _____

Contract Title _____

Scope of Work: _____

Contracting Office: _____

Contact Name: _____

Title: _____ Address: _____

Telephone: _____

Email: _____

BUSINESS LICENSE:

The Offeror is not required to have a valid business licenses to submit a Proposal. However, the offeror must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

___ Yes X No If yes, list the number Duke Construction, LLC. will obtain once NTP is issued

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

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

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

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

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

Note: Duke Construction, LLC. meets all insurance liabilities noted above. Duke requested insurance COI. Will provide once received along with Kiawah Business License

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

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

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business?—Yes^X—No

If so, are you certified?—Yes^X—No

If you are certified, you must furnish a copy of your certificate with your submittal.

PRINT NAME: _____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

SECTION E – Pricing and Timeline

SUBMITTAL FORM

Page Nine

	Cost
Conditioned Office Space (cost includes, walls, paint, openings, electrical, mechanical, plumbing, floors, vinyl base, casework, ceiling tiles)	\$125,761.25
New Car Wash Area (cost includes slab, drain, manifold system)	\$21,187.50
Outdoor Secured Storage (cost includes only fence)	\$11,250.00
Bathroom Renovation (cost includes moving one sink, cap old lines)	\$500.00
Other Costs (General conditions, contracting, supervision, dumpster, permit, final clean, temp bathroom)	\$14,808.50
Total Cost	\$173,507.25

TIMELINE:

Should the offeror be awarded this contract on the 7th of December, 2021, please provide a timeline for this project (start date, completion date, milestones, etc.):

The timeline is contingent on when the permit can be issued.

Work can begin as soon as the permit is in hand and posted on the job site.

Project duration is about two and half months which is solely dependent on material lead times

Note, federal holidays do interfere with schedule from 12/24/2021-01/01/2022

We do understand the conditioned office spaces are a priority

****Schedule will be provided prior to mobilization****



December 1st, 2021

ATTN: Petra Reynolds
Brian Gottshalk
Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455

Dear Town of Kiawah Island,

Thank you for the opportunity to provide a sealed bid for your town hall garage improvement project located at **4475 Betsy Kerrison Pkwy Kiawah Island, SC 29455**. Duke Commercial Construction, LLC is honored to be considered for this project and we look forward to providing an excellent product for you and your employees to enjoy. The following scope of work is included in our proposal.

The proposal is based on LS3P stamped design dated 11/05/2021
Addendum #002: Send via email on 11/30/2021

Scope of Work: *Town Hall Garage Improvement*

- Provide supervision and project management throughout the entire project life cycle
- Provide temporary protection for dust and safety of occupants and existing facility. Provide daily clean, final clean, dumpster, temporary bathrooms
- Demo existing conditions as outlined on sheets AD-101 & 201. Demo existing concrete slab, repurpose doors, sink. Demo exterior walls to accommodate new opening. Remove overhead garage door and leave for reuse.
- Construct new walls as shown on sheet A-101. Interior envelope walls to be F2NO and interior office walls will go to 10' and braced back. Ceiling height in offices G182, G186, G188, and the counter area will be 2x2 drop ceiling and hard ceiling in office G187
- New paint to be provided in offices G186, G187, G188, counter area, bathroom, and 1000sqft two coats on the exterior. Note, painting the entire building is not included. Only at the breaking point where the new siding was received.
- Seal existing concrete floor in only new areas (offices) and the bathroom.
- Construct a new fence as shown on sheet A-103.
- Install new windows as shown as A & B on sheets A-201 and A-601 tempered glazing units. Lead time is about six weeks.
- Provide new countertop as shown on sheet A-301 and per finish schedule on Sheet A-601
- Masonry to follow detail on sheet A-401. Note, Duke Construction will salvage and palletize as many bricks as possible. The new brick installed may not match perfectly.
- Provide finishes as directed on sheet A-601
- Provide material and labor to install new plumbing in Qty (1) bathroom, relocate sink, run $\frac{3}{4}$ CW Pex line and 1" CW Pex line to car wash location. Tie in 1" CW to existing CW main. Waste will be tied into the existing 3" line.
- Provide material and labor to demo and install new mechanical units as shown on the stamped design. Provide new 1.5 ton 14 Seer unit, heat pump, controls, ducts, and fans
- Provide material and labor to install new outlets, new lights, (1) surface mounted light in room G187. Relocate two exterior lights above doors

17 Alberta Ave Charleston SC, 29403
843.301.1755



- Concrete and flatwork. Install new CMU block wall, install new 4" reinforced slab for new car wash, install or rework existing curb, pour a new pad for condenser unit, install new drain for a carwash, tooth in bricks

Clarifications:

- Lead-times on materials may impact the schedule. Estimated project duration, 2 ½ months from permit issuance
- Belanger manifold as designed is not set up on a timer or bell hose. The use will require the driver to manually turn on the washer (only 100PSI) drive through, get out and shut off the valve. The recommendation is to install a timer or bell hose.
- Belanger unit does not put off much pressure as it's directly fed by city water. Recommendation add a booster to unit
- Belanger manifold unit ships in about 2 weeks or less
- Metal building girders could not be determined during the site visit. Relocating or reworking existing girders to accommodate new openings is not included.
- Relocate one gun safe
- New mechanical units may take 6 weeks
- Any new brick being used may not match the existing. We will try to alleviate this issue by using the same brick on the front of the building.

Exclusion:

- All office furniture, office equipment, such as computers and appliances.
- Low voltage of any kind to include data CAT 5 or 6 cabling.
- Painting of the entire exterior of the building is excluded. Only 1000sqft
- Any asphalt gutter, landscape, parking lot work are excluded

The above scope of work can be completed for **\$175,507.25**

Leadtime:

- Office is a priority
- Fence
- Flatwork

Duke Commercial Construction, LLC. Contractor's License: G123859

If the above scope of work and the contract amount are acceptable, please sign below. Thank you again for the opportunity to provide this proposal and I look forward to working with you and your team.

Sincerely,

17 Alberta Ave Charleston SC, 29403
843.301.1755



Nicholas Ranko

Nicholas Lewis Ranko, MBA.
President
Duke Commercial Construction, LLC.

APPROVED: _____

Date: _____



DUKE

COMMERCIAL CONSTRUCTION
LLC.



December 1st, 2021

ATTN: Petra Reynolds
Brian Gottshalk
Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455

Dear Town of Kiawah Island,

Business License:

Duke Commercial Construction, LLC. Will obtain a business license if awarded immediately and will provide to the Town of Kiawah Island.

Insurance:

Duke Commercial Construction, LLC. Will provide COI if awarded immediately and will provide to the Town of Kiawah Island.

- Insurance will include the following
 - GL - \$1,000,000
 - General Aggregate - \$2,000,000
 - All per Section D of the bid package

Bid Bond:

Duke Commercial Construction, LLC. Requested a 5% bid bond per email sent on 11/19/2021

All items will be provided in accordance with the bid package prior to 12/07/2021

Thank you

Nicholas Ranko

Nicholas Lewis Ranko, MBA.

President

Duke Commercial Construction, LLC.



Tab | 4

WAYS AND MEANS

Agenda Item



REQUEST WAYS AND MEANS COMMITTEE ACTION

TO: Chairman and Committee Members

FROM: Stephanie Braswell, Communications Manager

SUBJECT: Request for approval of proposal with current app developer Populace to develop the Android version of the Town of Kiawah Island app.

DATE: December 7, 2021

BACKGROUND:

In August 2021, the Town launched its new iOS mobile app as a part of our ongoing development of expanded services and communication efforts. This new asset was designed to be a helpful resource for residents and visitors and provides convenient access to community information, services, and reporting capabilities from mobile devices. The app is currently only available in the iOS version at this time.

ANALYSIS:

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

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

It is expected that the number of downloads to grow with further marketing to various target markets as staff is currently working on a robust marketing campaign before tourist season. There are features that I have not used yet, such as push notifications, that will continue to make the app a valuable asset to visitors and residents.

According to new research in June 2021 from Strategy Analytics, [half the world's entire population now owns a smartphone](#). A record 3.95 billion people are using smartphones, and [87%](#) of them always have their devices by their side. In order to reach you, customers have to type in your website address

in their mobile browser, while with an app, we have instant access to people's attention with push notifications, [app icon](#), and touch to communicate and reporting functions.

According to [Statcounter](#), the global market share looks like this: **Android:** 72% and Apple **iOS:** 27%. Within the U.S., that market share is approximately Apple **iOS:** 59.17% and **Android:** 40.54%. With tablets, Apple's iOS has 55%, and Android has 45%.

Why are apps so expensive?

The easiest explanation is that apps are cheap, but engineering and design development that's expensive. There is a high demand for mobile developers to build and develop these constantly evolving tools. Google's Android and Apple's iOS advanced software provide regular updates to their operating systems, which requires annual maintenance by app developers.

The Towns app is entirely custom engineered to meet the needs of our community. It requires a backend with a server and a database and an application programming interface used for communicating with them. A typical highly customized app costs range from \$30-50K.

The Towns app most costly customizations are the following:

- **detailed beach map with GPS** includes boardwalk access, critical habitat areas, and overlays of the dog leash zones with tap-to-view descriptions of each zone,
- **consolidated contact list** of important community phone numbers with tap-to-communicate ability allows users to call directly from the app,
- **report an issue portal** that routes entered requests to the appropriate Town department or responsible entity for resolution, even if it's not a Town service. Users can pin their location, enter addresses manually, send an image, and provide other data.
- **hospitality directory** of lodging, dining, recreation, and shopping options, including tap-to-communicate features that allow users to call the business, use GPS for directions, or visit listing websites.

ACTION REQUESTED:

Staff requests Ways and Means recommend to Town Council the approval of the proposal for the development of the android version of the app to be completed.

BUDGET & FINANCIAL DATA:

\$13,500 - Funds for this expenditure will be taken from the Local Accommodation Tax.



Agreement

For

Kiawah Island Mobile App (Android)

Between

Stephanie Braswell,

Town of Kiawah Island,

4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455

M: +1 843-768-9166

And

Gaurav Kumar

Populace, INDIA # 1415 Gulmohar Nagar

Amloh Road Khanna Dist Ludhiana

Punjab (141401) INDIA

M: +91 805-430-3330

More about Populace India

Populace India is a leader in mobile solutions for the tourism and hospitality industry. We understand the challenges our clients are facing in this ever-changing marketing environment. We address these needs by providing current and relevant digital products and support.

Project Description:

Create a native visitor guide mobile app (Android) for Kiawah Island. As we do not have existing framework for this type of combination app, it will require additional development and coding therefore classifying it as a custom application.



September 9, 2021

THIS AGREEMENT is entered into this 9 day of September , 2021 by and between: **Stephanie Braswell, Town of Kiawah Island 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455, M: 678-810-4286** (Hereinafter referred to as the “Client”), and **Gaurav Kumar, #1415 Gulmohar Nagar, Amloh Road, Khanna ,141401 INDIA, M: +91 805-430-3330** (hereinafter referred to as “the Contractor”) WITNESSETH WHEREAS, the Client desires to engage Gaurav Kumar to create an Android Mobile application for the Client; and WHEREAS, Gaurav Kumar has represented to the Client that He is an experienced and qualified to provide the Services described and the Client has relied on such representation; NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the work agreement is made by and between the Client and Gaurav Kumar.

Key App Features:

- Custom designed user interface
- Detailed directory (ex. lodging, shopping, dining, attractions, Recreation)
- Events
- Destination about/contact information
- Social media links
- GPS mapping
- Turn-by-turn directions
- Beach Map (Geofencing)
- Report an Issue
- Cloud backend
- Push Notification
- Map Labelling
- Map Label Popup description
- Show Weather Data



- Show Tides Data
- Report an Issue
- Email
- Dynamic info & Home
- Contacts Info
- In House Testing

Also Included:

- Custom app icon
- App store hosting
- App download reports
- Tracking analytics
- App store keyword optimisation

Budget Breakdown:

Description of work	Type/Qt	Unit Price	Amount
Mobile App (Android Phone)	1	\$ 13,500	\$ 13,500
Maintenance and Support + Hosting	Yearly	\$ 1,500	
		Subtotal	\$ 13,500
		Total Charge	\$ 13,500

A deposit of 60% of the total charge is due upon acceptance of the Agreement with the remaining 40% due upon completion and release of the mobile app.

The following signatures certify that this agreement has been entered into by both parties.
 Stephanie Braswell Gaurav Kumar (Contract Owner)

Client Signature _____

Contractor Signature  _____



Annual Service ,Maintenance & Hosting Agreement

Annual service and maintenance fee is required due to the rapid pace at which technology is changing. There is an inherent cost incurred to maintain mobile apps. This fee covers the cost incurred to maintain your app(s) including, but not limited to, new operating system releases and new device releases.

The fee also enables the client to make changes to the app without incurring additional billed costs. We are aware that your organisation may change your branding, logo or look, and those changes are included in the annual service agreement along with any text changes or additions to the app.

If you wish to forego the maintenance plan entirely, development rates are \$150 per hour on an as-needed basis.

The agreement covers code bugs as well. The annual charge for this agreement is \$1,500 per year. The following signatures certify that this agreement has been entered into by both parties.

Stephanie Braswell

Gaurav Kumar (Contract Owner)

Client Signature _____

Contractor Signature  _____





Tab | 5

WAYS AND MEANS

Agenda Item

**CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF KIAWAH ISLAND**

This **CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES** (the “Agreement”) is between the Joseph C. Wilson, IV of Wilson Law Firm (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

This agreement is effective as of the **1st day of January 2022** for a period of one (1) year, and shall automatically renew annually unless either party gives written notice of intent not to renew on or before sixty (60) calendar days prior to expiration. If either party provides written notice of non-renewal, the Contract will expire on December 31, 2022, unless earlier terminated.

RECITALS

- A. Chapter 2, Section 203(5) of the Municipal Code places upon the Mayor and Council the responsibility of appointing a Town Attorney, and;
- B. The Town’s custom and practice has been to appoint or re-appoint the Town Attorney during the regularly scheduled January Council meeting, and;
- C. The Ways and Means Committee has recommended to the Mayor and Council that a Contract Service Agreement for Municipal Legal Services be prepared for review by the Mayor and Council at the December 7, 2021 meeting and possibly a motion be made authorizing the execution of the Contract Service Agreement for Municipal Legal services.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. APPOINTMENT

Town Council hereby appoints Joseph C. Wilson, IV (hereinafter the “Attorney”) as the Town Attorney, and hires Attorney to render such legal services as are customarily rendered by such attorneys and as further specified herein, including attending meetings of the Town Council, Board of Zoning and Appeals (BZA), and other boards and bodies of Town, and its affiliated agencies, as directed by the Town.

Attorney will personally provide the legal services hereunder.

2. SCOPE OF WORK AND DUTIES

A. The Attorney shall perform any and all work necessary for the provision of Town Attorney services to the Town, including, without limitation, the following:

1. Attend all regularly scheduled and special Town Council meetings and Town Council work sessions.
2. Attend other meetings at Town Hall as required by the Mayor or the Town Administrator.
3. Advise the Town Council; appointed Commissions, Committees, and Boards; Town staff; and other Town officials on all legal matters pertaining to Town business.
4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard Town documents.
5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the Town.
6. Perform such other routine legal services as are required, from time to time, by the Town Council or the Town Administrator.
7. Represent the Town and the Town’s officials, officers, and employees in litigation and administrative proceedings as directed by the Mayor.
8. Make recommendations concerning the selection of outside legal counsel, when necessary, on appropriate matters and supervise such outside legal counsel handling transactional or litigation matters on behalf of the Town.

B. Town shall retain separate counsel to appear and prosecute cases in municipal court. However, Attorney will consult with staff as needed regarding legal issues and questions that may arise from ordinance violations.

3. COMPENSATION

A. Standard Municipal Work

Compensation is Ninety Thousand Dollars (\$90,000.00) per year payable in twelve monthly payments of Seventy-five Hundred Dollars (\$7,500.00) due at the end of each month. This amount is based on a “fixed price” Contract Agreement regardless of the amount of time necessary for the Town Attorney to familiarize himself with his responsibilities and become proficient in completing the scope of legal services anticipated herein. The fixed price will also cover any work performed by employees or attorneys retained by the Attorney except for litigation as outlined below. Payments to Attorney will be made to his designee, currently the Law Firm. The fixed price fee is deemed earned upon payment, will not be kept in escrow, and will be disbursed upon payment.

The fixed price does not include expenses. Expenses for non-litigation work include copy costs, mail, long distance, and mileage for outside of the Tri-County area. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work.

B. Litigation

In the event that the Attorney appears as counsel of record in any litigation on behalf of the Town, including presuit handling, representation in municipal court of appeals from municipal court and regulatory or administrative claims, the following rates shall apply for Attorney and other attorneys at the Law Firm and will be paid over and above the fixed price compensation for Attorney and any other person contracted or retained by Attorney with consent of Town:

Joseph C. Wilson, IV (and any other partner)	\$225.00 an hour
Associates	\$175.00 an hour
Paralegals	\$ 85.00 an hour

The Attorney will charge in increments of one-tenth of an hour, rounded off for Litigation activity to the nearest one-tenth of an hour. The minimum time charged for litigation work will be one-tenth of an hour. Litigation work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

In addition, Town will pay all expenses incurred by Attorney in any litigation, including, but not limited to, court filing fees, process server fees, expert witness fees, and expenses, investigation costs, court reporter fees, travel expenses, long distance telephone costs, postage, and photocopying charges. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Attorney and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Attorney.

C. Contingency Fee

In litigation wherein the Town is a Plaintiff, the parties to this agreement may negotiate a contingency fee, as opposed to the hourly rate set forth above.

4. MONTHLY STATEMENTS

The Attorney will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month; provided, however, the payment for legal services shall be Seventy-five Hundred Dollars (\$7,500.00) each month, plus additional fees for any representation of the Town in any lawsuits in which Attorney appears as counsel of record at the request of the Town.

5. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

The Attorney shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

6. CONFLICT OF INTEREST

The Attorney shall at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

7. INDEPENDENT CONTRACTOR

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. The Attorney shall not at any time or in any manner represent that it or any of its employees or agents are employees of the Town.

8. INSURANCE

The Attorney agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

9. NON-DISCRIMINATION

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. AMENDMENT

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

11. SEVERABILITY

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third party beneficiary.

13. NON-WAIVER

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accord with the laws of the State of South Carolina.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms and conditions related to the Town's contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 7th day of December 2021.

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

By: _____
Joseph C. Wilson IV, Esquire



Tab | 6

WAYS AND MEANS

Agenda Item

**CONTRACT SERVICES AGREEMENT FOR
TOWN ATTORNEY SERVICES
TOWN OF KIAWAH ISLAND**

This **CONTRACT SERVICES AGREEMENT FOR PROSECUTING TOWN ATTORNEY SERVICES** (the “Agreement”) and between **Adam Young of Young & Young, Attorneys at Law** (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

This agreement is effective as of the **1st day of January 2022** for a period of one (1) year and shall automatically renew annually unless either party gives written notice of intent not to renew on or before sixty (60) calendar days prior to expiration. If either party provides written notice of non-renewal, the Contract will expire on December 31, 2022, unless earlier terminated.

RECITALS

WHEREAS, the Town has retained Joseph C. Wilson, as Town Attorney pursuant to Chapter 2, Section 203(5) of the Municipal Code;

WHEREAS, the Town and Mr. Wilson have agreed that the duty of acting as Town prosecutor representing the Town in Municipal Court proceedings, including bench and jury trials, can be handled by separate council with more experience in the area of criminal law and procedure;

WHEREAS, Mr. Wilson has recommended, and the Town agrees to the retention of Adam Young of Young & Young, Attorneys at Law, to act as the Town’s prosecutor in municipal court matters;

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOWS:

1. APPOINTMENT, SCOPE OF WORK AND DUTIES

Town Council hereby hires Adam Young of Young & Young, Attorneys at Law, (hereinafter "Attorney") to act as the Town's prosecuting attorney in the Town of Kiawah Municipal Court and, if necessary, to act as the Town's prosecutor in any other court, including Magistrate's Court and the Court of General Sessions. Attorney will provide these services at the request and discretion of Mr. Wilson after consulting with staff and the Town's Municipal Court Judge.

Attorney will personally provide the legal services hereunder with the assistance of Law Firm. Kelley Young of Law Firm may appear for Adam Young from time to time as is necessary due to scheduling issues or illness. In addition, Mr. Wilson will continue to be involved in the prosecution of matters before the Municipal Court or other courts at his discretion, including working with and training staff on the prosecution of matters before Municipal Court. No other attorney will appear on behalf of the Town pursuant to this Contract.

2. COMPENSATION

Compensation to Attorney is One Hundred and Fifty Dollars (\$150.00) per hour plus reasonable expenses. Expenses include copy costs, mail, long distance, mileage for outside of the Tri-County area, court filing fees, process server fees, expert witness fees, and expenses, investigation costs, court reporter fees, and travel expenses. The Law Firm will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Law Firm and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Law Firm.

The Law Firm will charge in increments of one-tenth of an hour, rounded off to the nearest one-tenth of an hour. The minimum time charged for work will be one-tenth of an hour. Work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

3. MONTHLY STATEMENTS

The Law Firm will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month.

4. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT

The Attorney shall not contract with or delegate to any individual or other entity (other than work performed by paralegals and attorneys at the Law Firm as set forth above) to

perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

5. CONFLICT OF INTEREST

The Attorney shall at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a conflict-of-interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

6. INDEPENDENT CONTRACTOR

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. Neither The Attorney nor any employees or members of the Law Firm shall at any time or in any manner represent that it or any of its employees or agents are employees of the Town.

7. INSURANCE

The Law Firm agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

8. NON-DISCRIMINATION

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

9. AMENDMENT

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

10. SEVERABILITY

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

11. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third-party beneficiary.

12. NON-WAIVER

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accord with the laws of the State of South Carolina.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms, and conditions related to the Town's contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 7th day of December 2021

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola, Mayor

ATTEST:

Petra S. Reynolds, Town Clerk

By: _____
Adam Young, Esquire



Tab | 7

WAYS AND MEANS

Agenda Item

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

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

WHEREAS, the **Town of Kiawah Island** and **ISLAND BEACH SERVICES, LLC** entered into an agreement on **December 2, 2019** for the purpose of providing Short Term Rental Ordinance Code Enforcement services.

WHEREAS, the Town and Island Beach Services wish to amend said agreement in the following particulars:

1. **TERM:** This agreement amount shall be extended from December 2, 2021 to February 1, 2022.

All other provisions of the agreement entered into on December 3, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 7th day of December 2021.

WITNESSES

Town of Kiawah Island

By: John D. Labriola
Its: Mayor

Island Beach Services, LLC

By: Rob Edgerton
Its: Owner



Tab | 8

WAYS AND MEANS

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 John Labriola

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, 2022 to December 31, 2022

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: Lt Christopher Brokaw

STIPULATIONS OF CONTRACT

1. Deputies are contracted at an hourly rate of **\$40.00 per hour**. The contract requires the number of Deputies as stated above per shift for two shifts per day, at a rate of \$40.00 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 **\$60.00 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. Coordinator 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 \$18,200 in total during the term of this agreement. The Town will receive prior notification (within 30 days) if the coordinator 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

John Labrolia, Mayor

PRINTED NAME

AUTHORIZED SIGNATURE/EMPLOYER

DATED

CHARLESTON COUNTY SHERIFF'S OFFICE

Kristin Graziano, Sheriff

PRINTED NAME

OPERATIONS CHIEF/DESIGNEE

DATED