



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 MEETING

Kiawah Island Municipal Center

Council Chambers

February 22, 2020; 3:00 pm

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:
 - A. Ways and Means Committee Meeting of January 26, 2021 [Tab 1]
 - B. Ways and Means Committee Special Call Meeting of February 2, 2021 [Tab 2]
- IV. Old Business:
 - None
- V. New Business:
 - A. Consideration and Recommendation to Town Council for Approval of the Island Beach Services Franchise Agreement Amendment [Tab 3]
 - B. Consideration and Recommendation to Town Council for Approval of the Night Heron Park Franchise Agreement [Tab 4]
 - C. Consideration and Recommendation to Town Council for Approval of the Agreement with Kimley-Horn [Tab 5]
 - D. Consideration and Recommendation to Town Council for Approval of the Contract for Services with LS3P for the Wet Trash and Recycling Center at the Municipal Center [Tab 6]
- VI. Chairman's Report:
- VII. Treasurer's Report:
 - A. Fiscal Year 2021-2022 Budget Discussion- Revenues [Tab 7]
- VIII. Committee Member's Comments:
- IX. Adjournment:



Tab | 1

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE MEETING

Virtual Meeting Via Zoom

January 26, 2020; 3:00 pm

Minutes

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

~~II. Pledge of Allegiance~~

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

By Phone: Dr. Scott Parker, Committee Member

Also Present: Stephanie Tillerson, Town Administrator
Joe Wilson, Town Attorney
Petra Reynolds, Town Clerk
Brian Gottshalk, Public Works Director
Jim Jordan, Wildlife Biologist
Bruce Spicher, Community Services Director

III. Approval of Minutes:

- A. Ways & Means Committee Meeting of December 1, 2020

Committee Member Connelly made a motion to approve the minutes of the December 1, 2020 Ways and Means Committee meeting. The motion was seconded by Mayor Labriola and was unanimously passed.

IV. Old Business:
None

V. New Business:

- A. Consideration and Recommendation to Town Council for Approval of the Contract agreement for prosecuting Town Attorney Services with Adam Young of Young & Young, Attorneys at Law

Mr. Wilson indicated he suggested the Town look into retaining a separate prosecutor to handle Town matters in the Municipal Court. With the potential of upcoming trials, he felt it wise to put in place someone with criminal trial experience and recommended Mr. Young. Mr. Wilson indicated that he worked with Mr. Young during his seven-years as a prosecuting attorney in the Folly Beach Municipal Court. He also has five years of prior service to the Ninth Circuit Solicitor's Office.

Mr. Wilson indicated that he would continue to assist staff with addressing any questions on the application of ordinances and some procedural issues.

Committee Member Parker made a motion to recommend to Town Council to approve the contract agreement for prosecuting Town Attorney services with Adam Young. The motion was seconded by Committee Member Connelly.

Committee Member Parker questioned if Mr. Wilson or Mr. Young had any financial conflicts of interest not expressed in their contracts and clarified that Mr. Young's fee would strictly be for the prosecutorial work. Mr. Wilson indicated that no financial conflicts of interest existed and that the contracts were separate and apart.

Mayor Labriola questioned the basis of the hourly fee specified in Mr. Young's contract. Mr. Wilson described the fee as on the lower side and felt it is a standard Municipal fee.

Following the discussion, the motion was unanimously passed.

B. Consideration and Recommendation to Town Council for Approval of the Contract with Coastal Science and Engineering

Mr. Jordan stated the beach is one of the island's greatest assets, and it is important to continue to monitor and document changes over time. The Town has contracted with Coastal Science and Engineering (CSE), a beach engineering firm, to perform beach monitoring and beach project coordination since 2005.

The beach's annual survey starts inland of the dunes and extends well past the low tide, looking for sand volume and shoreline changes. The data collected is then compared to previous years and presented in an annual report giving the beach's health, if it is accreting or eroding, and if any problem areas need to be addressed. If a problem is identified, CSE will help to develop a plan to address them. He indicated that he was satisfied with CSE's work, noting that, over the years, CSE has guided the Town through two large beach projects that went very well.

Mr. Jordan addressed the Committee Members' questions by stating the survey lines begin at Captain's Sams inlet and spaced out evenly to wrap around the east end to include the area along the Stono River. The annual data is added to the historical data collected, and the annual report includes graphs of beach cross-sections overlaying lines from 1999 up to the present, providing visual trends.

Mayor Labriola questioned if there is a similar monitoring study that can be performed on the marsh. Mr. Jordan indicated that as a priority identified by the Town, and work is being done on marsh change issues, while CSE has the technical capabilities, the historical focus has been on the beachfront issues. It was noted that the Conservancy was currently working on a Marsh Management Plan that looks at the vegetative composition of marshlands to provide an indicator of the health of the marsh system over time.

In the discussion of the request to approve a three-year beach monitoring contract with CSE for 2021-2023 for \$113,970.00, Mayor Labriola asked that Mr. Jordan include an explanation of the increase from the existing contract in the memorandum presented to the Council.

Committee Member Connelly made a motion to recommend to Town Council to approve the contract with Coastal Science and Engineering. The motion was seconded by Committee Member Parker and was unanimously passed.

C. Consideration and Recommendation to Town Council for Approval of the Contract Amendment with Island Beach Services

Mr. Gottshalk provided a background of Beach Patrol as an instrument to keep the beach clean and safe year-round, providing daily enforcement of Town ordinance and education on the Town history and wildlife as well as watching over guest partaking in beach and water activities. The

current contract with Island Beach Services, LLC (IBS) has been in effect since 2009, with the last renewal in 2017. IBS has fulfilled the three-year contract and the first contract extension that expires February 6, 2021, and is requesting to be awarded the second one-year extensions. IBS is also requesting amendments to the current contract that would defer purchasing and maintaining automatic external defibrillators AED's to IBS and an increase in the contract amount of \$11,842.85 to reflect the cost of purchasing the five AED's to outfit the staff.

Committee members discussed the purchase and usage of the AED's along with communication and work with EMS, fire, and law enforcement entities.

Committee Member Connelly made a motion to recommend to Town Council to approve the contract amendment with Island Beach Services. The motion was seconded by Committee Member Moffitt and was unanimously passed.

D. Consideration and Recommendation to Town Council for Approval of the Franchise Agreement Amendment with Watersports Unlimited, LLC dba Tidal Trails

Mr. Gottshalk stated that the Town currently has a franchise agreement with Watersports Unlimited, LLC, dba Tidal Trails to allow the rental of equipment such as surfboards, kayaks, and floats to guests and residents. Tidal Trails has fulfilled the three-year contract and the first one-year contract extension, which expires February 6, 2021, and is requesting to be awarded the second one-year extensions.

Committee members discussed the franchise fee and suggested the fee amount be evaluated for any future contracts.

Committee Member Moffitt made a motion to recommend to Town Council to approve the franchise agreement amendment Watersports Unlimited, LLC dba Tidal Trails. The motion was seconded by Committee Member Connelly and was unanimously passed.

E. Consideration and Recommendation to Town Council for Approval of the Purchase of an Air Purification System

Mr. Spicer stated that the air purification system eliminates all airborne contaminants, including bacteria, mold, and is 99.4 percent effective in eliminating viruses, including COVID 19. The air purification system installation requires no preparatory work, with compact ionization device placed within the 21 air handlers' ductwork in the building. Berkeley Heating and Air's proposal of \$16,744.00 includes all materials, installation, and taxes with a one-year part and labor warranty. The system's cost was included in the 2020 Budget Amendment and is reimbursable through the COVID-19 initiative/relief act, and all but \$300.00 has been received by the Town.

Mayor Labriola made a motion to recommend to the Town Council to approve the purchase of an air purification system. The motion was seconded by Committee Member Connelly and was unanimously passed.

F. Consideration and Recommendation to Town Council for Approval of the Purchase of Public Safety Radios

Mr. Gottshalk stated that radios were a key element and efficient way to provide daily operation communications between Beach Patrol and the communication of emergency events to the Town and other entities. The current radios in circulation between the Town and Beach Patrol are between 12 and 15 years old, past their peak operating capacity, and not serviceable for repairs.

Mr. Gottshalk stated he confirmed with the Communication Manager for Charleston County that the radios requested type and capabilities will be able to receive traffic from dispatch and communicate with Kiawah and County entities on the Kiawah Incident Channel. Motorola's proposal is for the purchase of twelve (12) radios at a total cost of \$66,491.68; ten radios for Beach Patrol and two radios for Town Staff. The Beach Patrol radio designation is as follows:

- 5 Radios - One for each patrol unit on the beach during peak season
- 2 Radios - One for each of the owners, Rob Edgerton and Michael Sosnowski
- 3 Radios - One for each supervisor to have at all times, to include the medical doctor on staff

Committee Member Parker made a motion to recommend to the Town Council to approve the purchase of Public Safety Radios. The motion was seconded by Committee Member Connelly.

Committee members discussed the responsibility and maintenance of the radios and the contractual obligations of beach patrol if the radios are lost or misused. Also discussed was the radio system, restrictions involved with private contractor purchasing and accessing the County radio system, selection and distribution of the radios, along with communications with the Community Association and the Resort in the event of an emergency.

Following the discussion, the motion was unanimously passed.

VI. Chairman's Report:

Chairman Prickett stated that at the Council Retreat, there was discussion that the Ways and Means Committee would work on two items in addition to normal duties;

- The development of an emergency plan for the Town in the event of a major disaster.
- Research and study of the Town's ability to make investment decisions within the scope allowed under state law to ensure that the Town is optimizing the return on its investments.

VII. Treasurer's Report:

A. Budget Report for the First Six Months ended 12/31/2020

Ms. Szubert presented the Town's Balance Sheet as of December 31, 2020, and the Budget to Actual Report for the first six months. The Budget to Actual Report is compiled on a cash basis, and all the funds are consolidated. The current year budget was amended on December 1, 2020; the amended totals are reflected in the report.

As of December 31, 2020, the Town's governmental funds combined have an ending fund balance of approximately \$17.3 million, a decrease of approximately \$1.6 million from June 30, 2020, related to repayment of the General Obligation bond. Of this amount, approximately 55%, or \$9.5 million, is unrestricted and available for spending at the Town's discretion, and 4.5 million is Capital Fund balance. Ms. Szubert reviewed each of the balance sheet items.

Due to uncertainties related to the COVID-19 pandemic, the Council adopted the FY2021 budget with very conservative revenue projections. The first and second-quarter revenues were projected with the assumption the Town will receive 50% and 75% respectively of the actual collection from the first and second quarters of last year in the tourists generated revenue sources. However, the actual collection has exceeded projections. The only revenue source that falls below the budget is interest revenue. Overall, consolidated revenues of \$3.6 million were approximately \$343,000.00 or 10% higher than budgeted.

With 50% of the year lapsed at the end of December, expenditures to date are approximately \$5.2 million, or 53% of total budgeted expenditures and approximately \$540,000.00 less than budgeted. The positive variance is mostly attributed to the delay in completing the Kiawah Island Parkway landscaping project that was originally scheduled for December 2020. Overall, expenditures are reasonable and in line with the budget.

Committee members discussed the payment of the General Obligation bond associated with the building of the Municipal Center along with the tourism and recreation line item.

VIII. Committee Member's Comments:

None

IX. Adjournment:

Committee Member Connelly made a motion to adjourn the meeting at 4:05 pm. Committee Member Parker seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date



Tab | 2

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE
SPECIAL CALL MEETING
Virtual Meeting Via Zoom
February 2, 2021; 1:30 pm

Minutes

I. Call to Order: Chairman Prickett call the meeting to order at 1:30 pm.

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

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

II. New Business:

A. Consideration and Approval of the Change Order Request from Artigues Landscaping

For the members new to the Committee, Mr. Gottshalk gave a summary of the Landscape project. He stated the design project along the 2.1 miles of the Parkway was divided into four areas, each area having an allocation of funds based on the work to be done in the area.

	<u>Total Budget</u>	<u>Irrigation Budget</u>
• Area One – Freshfields and Roundabout -	\$30,000.00	\$10,000.00
• Area Two – After Parkway Bridge to before Freshfields entrance	\$203,209.00	\$60,000.00
• Area Three – Mingo Point to after the Parkway Bridge	\$62,033.00	\$25,000.00
• Area Four – Main Gate to Mingo Point	\$72,252.00	\$25,000.00

Mr. Gottshalk explained that of the total irrigation budget, the contractor calculated an amount of \$50,000.00 for major repairs with the balance designated to each area's set up to accommodate the new layout. As the work progressed, it became evident that the existing irrigation system had much more and greater issues than originally anticipated. The amount set aside for major repairs has been depleted, and the contractor has requested an additional \$40,000.00 to complete all the necessary repairs.

Mr. Gottshalk addressed the question submitted to the contractor prior to the meeting included the need for both a superintendent and foreman and the delineation of \$10,000.00 for the Area One irrigation budget. He also noted that the contractor stated the presented request as the only irrigation-related change order that will be submitted.

Committee Member Moffitt questioned if the staff was comfortable that the funds requested were unforeseen rather than underbidding. Mr. Gottshalk indicated the materials submitted to staff were also reviewed and legitimized by the landscape architect as necessary and unforeseen.

Committee members discussed;

- the likelihood that the contractor would submit an additional request;
- if other repair options were explored;

- the amount of the irrigation system that must still be investigated and the potential exposure to unforeseen repairs beyond the \$40,000.00;
- an additional change order would be submitted if the Town requested additional plantings;
- as a preventative, requiring better inspection and maintenance of the irrigation system by the landscape maintenance contractor in the future, and
- investigation on the lack of maintenance to the irrigation system by the landscape maintenance contractor.

Committee Member Connelly made a motion to approve the change order request from Artigues Landscaping. The motion was seconded by Committee Member Parker and was unanimously passed.

III. Adjournment:

Committee Member Moffitt made a motion to adjourn the meeting at 1:47 pm. Committee Member Parker seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date



Tab | 3

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways & Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Beach Franchise Agreement Amendment

DATE: 02/22/2021

BACKGROUND:

The Town of Kiawah Island has for over the last 30 years franchised beach umbrella and chair rental services to our property owners and their guest while enjoying the beach. The present franchise agreement with Island Beach Services is set to expire as of March 31, 2018.

ANALYSIS:

Island Beach Services has fulfilled the three (3) year agreement entered into on January 9, 2018, and requests to be awarded the two (2) year extension provided in the agreement commencing on April 1, 2021, and expiring on March 31, 2023.

ACTION REQUESTED:

Town Staff requests that the Ways and Means Committee recommend to Town Council the approval of the amendment to the Island Beach Services franchise agreement.

BUDGET & FINANCIAL DATA:

The Town will receive the annual payment of the franchise fees for the term of the agreement.

Petra Reynolds

From: trevor cyrulik <trevmart5@gmail.com>
Sent: Friday, February 5, 2021 11:40 AM
To: Petra Reynolds
Subject: Island Beach Services franchise extension

Town of Kiawah Island,

On behalf of Island Beach Services, I would like to put in a request for approval of our two year extension. Having been operating here as a company since 1986 and personally since 1991, Kiawah Island is our home. We would love the opportunity to continue to serve the residents and guests of this island with the respect and great service they have come to know and love over the years. Please feel free to contact me with any questions. Thank you and we look forward to another wonderful beach season on Kiawah Island.

Trevor Cyrulik
Owner/General Manager
Island Beach Services
843-343-7435

Sent from my iPad

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

**AMENDMENT TO NON-EXCLUSIVE BEACH
FRANCHISE AGREEMENT
BETWEEN THE TOWN OF KIAWAH ISLAND
AND ISLAND BEACH SERVICES, INC.**

WHEREAS, the Town of Kiawah Island and **ISLAND BEACH SERVICES, Inc.** entered into a Non-Exclusive Beach Franchise Agreement on January 9, 2018 for the purpose of conducting commercial activities within a defined area of the beach.

WHEREAS, the Town and Island Beach Services, Inc. wish to amend said Agreement as follows:

1. **TERM:** This agreement shall be extended for one (1) additional two-year term commencing on April 1, 2021 and expiring on March 31, 2023.

All other provisions of the Agreement entered into on January 9, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 2nd day of March 2021.

WITNESSES

TOWN OF KIAWAH ISLAND

By: _____
John D. Labriola
Its: Mayor

ISLAND BEACH SERVICES

By: _____
C.K. Butch Neal
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

BEACH FRANCHISE AGREEMENT

AGREEMENT, entered into this 9th day of January, 2018 by and between the Town of Kiawah Island (hereinafter the "Town") and ISLAND BEACH SERVICE, INC. (hereinafter the "Franchisee").

WHEREAS, the Franchisee, which maintains a business address at Post Office Box 771, Johns Island, South Carolina, 29457, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the defined beach area, as depicted in Exhibit "A" certain commercial activities, specifically, the leasing only of those items listed in Exhibit "B" and sale of those items listed in Exhibit "C" to this agreement.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. TERM:

This agreement shall be for a three year term commencing on the 1st day of April 2018, and expiring on the 31st day of March, 2021, with an option to renew for a maximum of one (1) additional two-year period, subject to mutual agreement. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.

2. HOURS OF OPERATION:

The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 8:00 AM and 7:00 PM. The regular season begins in March and extends through October or farther weather permitting.

3. VEHICLES:

Permission is hereby granted from the Town to the Franchisee to bring onto the beach those 4-wheel drive vehicles which are necessary for the operation of the franchise hereby granted. Prior to use, however, these vehicles must be approved by the Town. No vehicles operated by the Franchisee on the beach shall be driven at a speed in excess of ten (10) miles per hour, unless an emergency situation exists. Franchisee agrees to limit vehicle usage as much as possible so as to minimize traffic on the beach.

4. AREAS OF OPERATION:

By this agreement, the Franchisee is hereby authorized to operate and conduct

commercial activities within the Town of Kiawah Island, provided the Franchisee's operations do not extend into the dunes or on any land located within the area twenty (20) feet seaward of the toe of the primary dune, in the following areas depicted in the herein incorporated Exhibit "A."

5. CONDUCT OF OPERATION:

- A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of all beachgoers and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach users to be aware of and adhere to Town Beach Ordinances.
- B. Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee. Employees must also wear name tags at all times. Uniforms must be worn at all times while on duty and must be clean and neat in appearance. The uniform must be approved by the Town.
- C. Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D. Franchisee and employees shall thoroughly instruct any potential customers regarding the safe use of any leased water sports equipment.
- E. Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:
 - (1) At the start of the season, the Franchisee must have, at a minimum, the equipment supply available to accommodate the peak season demand:
 - 800 Umbrellas/Cabanas
 - 1600 Chairs/Lounges
 - Three (3) 4-wheel drive trucks for supervisor staff
 - (2) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.
 - (3) Storage boxes and chair racks shall be placed at each attendant's station by the Franchisee. At no time shall any equipment, storage boxes and/or chair racks be placed in the dunes for overnight storage. During the hours

of operation, the attendant may place the Franchisee's office umbrella in front of these locations.

- (4) A setup is defined as a beach umbrella and two chairs.
- (5) The franchisee must have the ability to takes reservations by phone and/or e-mail, and the ability to accept payments on the beach.
- (6) Guests, visitors, property owners, or other persons may reserve setups at each attendant's station for designated time periods within the discretion of the Franchisee. Reservation of setups shall be dutifully recorded by the attendant.
- (7) Reserved setups shall be in place by 10:00 a.m. on each day in which the Franchisee operates.
- (8) Reserved setups may be placed by the Franchisee's employees within proximity to each attendant's station, or at other various places within the Franchisees' area of operation during the hours of operation. Additional non-reserved setups may be placed only within reasonable proximity to an attendant's station.
- (9) Setups shall be placed in a uniform, straight-line fashion. Setups shall be appropriately spaced so as to allow at least five (5) feet between each setup. The first setup of the attendant's line of setups shall be distanced approximately twenty (20) feet from each boardwalk access.
- (10) Franchisee and its employees understand that the beach is public and any guests, visitors, property owners, or other persons have priority on the use of the beach over the Franchisee's interest in placing setups. At no time will the Franchisee and its employees request any person on the beach to move or relocate for the sake of its operation, unless such persons are using the Franchisee's services or facilities without authorization.
- (11) Other equipment may be leased in accordance with Exhibit B and other items may be sold in accordance with Exhibit C.

- F. Franchisee and its employees shall strive to avoid interfering with the enjoyment of guests, visitors, property owners, or other persons of the public beach areas within the Town of Kiawah Island. At the request of the Town, Franchisee shall alter or amend its operations whenever the Town determines a substantial interference arises between the private enjoyment of persons on the beach and

Franchisee's services.

6. FRANCHISE CONSIDERATION:

During the term of this agreement, including any renewal term, a franchise fee of Three Hundred Thousand (\$300,000) Dollars or 30%, whichever is greater, shall be paid by the Franchisee annually to the Town. Said payments shall be made no later than December 31st of each franchise year.

7. INSURANCE:

Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit and automobile liability insurance with minimum limits of \$500,000.00/\$1,000,000.00 (or \$1,000,000.00 combined single limit). Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.

8. INDEMNIFICATION:

- A. Franchisee shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- B. Franchisee shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

9. **NO AGENCY CREATED:**

The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Island Beach Service, Inc., and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The conduct and control of the agents and employees of Island Beach Service, Inc., and the methods utilized by Island Beach Service, Inc., in fulfilling its obligations hereunder shall lie solely and exclusively with the corporation and its agents, officers, and directors. Franchisee's employees shall not be considered agents or employees of the Town of Kiawah Island, South Carolina for any purpose. No person employed by Island Beach Service, Inc., shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.

10. **ASSIGNMENT:**

Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Administrator and upon approval in writing from the Town Council.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

WITNESSES:

Stephanie Braswell
Marilyn Feezell

Tisha S. Rogers
Rusty Lamm

TOWN OF KIAWAH ISLAND

Craig Weaver
By: Craig Weaver
Its: Mayor

ISLAND BEACH SERVICE, INC.

C. K. Butch Neal
By: C. K. Butch Neal
Its: President

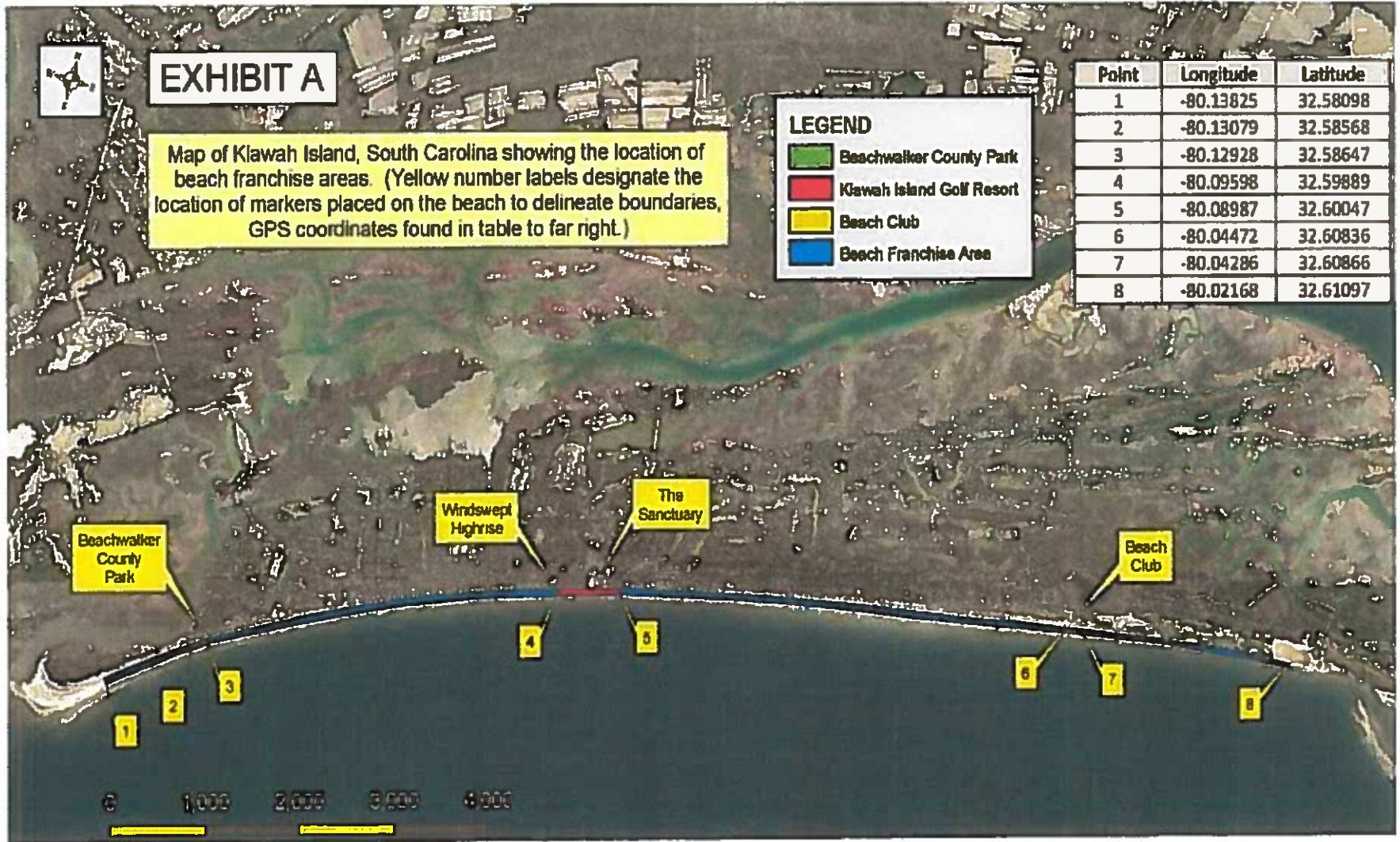


EXHIBIT "B" TO FRANCHISE AGREEMENT

The following is a list of products leased on the beach and in the ocean by the Franchisee.

Umbrellas/Cabanas

Chairs/Lounges

Back-Rests

Floats/Body Boards

Surf Kayaks

Handicap Equipment

The Franchisee shall take all appropriate and necessary steps to ensure that customers using the above referenced equipment shall utilize the same in a safe manner. The Town must give approval to the quantity and location of rental of surf kayaks.

EXHIBIT "C" TO FRANCHISE AGREEMENT

The following is a list of products that may be sold on the beach by the Franchisee. The area of sales is restricted to the areas of operation defined in Paragraph 4. Vehicles used to perform the service will only be allowed to access the franchise area through the beach accesses.

Non-Alcoholic Beverages
Snack Foods (e.g. crackers, chips, etc.)
Ice Cream Products

Food and snack items may be sold and delivered to the beach either from a licensed establishment or via a mobile concession equipped vehicle. The Franchisee shall take all appropriate and necessary steps to ensure that any beverages or food items sold meet applicable public health standards and must comply with all Town Ordinances and beach regulations.

- No alcoholic beverages may be sold on the beach.
- Only plastic/metal containers are allowed on the beach. The use of glass containers is strictly prohibited.

The Franchisee is responsible for all monitoring and removal of debris materials from those items sold and that no used beverage containers remain on the beach.



Tab | 4

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways & Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Night Heron Park Beach Franchise Agreement

DATE: 02/22/2021

BACKGROUND:

The Town of Kiawah Island has for the last 20 years franchised beach umbrella, chair, and kayak rental services to our property owners and their guest while enjoying the beach. The present franchise agreement with the Night Heron Park Company is for the area of beach in front of the Sanctuary Hotel labeled as Kiawah Island Golf Resort. The current agreement is to expire as of March 31, 2021.

ANALYSIS:

Night Heron Park Company has fulfilled the three (3) year agreement entered into on March 6, 2018, and desires to enter into a five (5) year franchise agreement with the Town commencing on April 1, 2021, and expiring on March 31, 2026.

ACTION REQUESTED:

Town Staff requests that the Ways and Means Committee recommend to Town Council the approval of the franchise amendment with the Night Heron Park Company.

BUDGET & FINANCIAL DATA:

The Town will receive the annual payment of the franchise fees for the term of the agreement.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT

AGREEMENT, entered into this 2nd day of March, 2021, by and between the **Town of Kiawah Island** (hereinafter the "Town") and **NIGHT HERON PARK COMPANY** (hereinafter the "Franchisee").

WHEREAS, the Franchisee, which maintains a business address at 1 Sanctuary Drive, Kiawah Island, South Carolina, 29455, desires to enter into a non-exclusive franchise agreement with the Town for the purpose of conducting, within the below defined beach area, certain commercial activities, specifically, the leasing only of those items listed in Exhibit "B" and sale of those items listed in **Exhibit "C"** to this agreement.

NOW, THEREFORE, the parties hereby mutually agree as follows:

- 1. TERM:** This agreement shall be for a five-year term commencing on the 1st day of April 2021 and expiring on the 31st day of March 2026. This Franchise Agreement may be terminated without cause by either party in whole or in part at any time with thirty (30) days written notice.
- 2. HOURS OF OPERATION:** The Franchisee may conduct commercial activities (as defined herein) within the beach area seven (7) days per week, between the hours of 8:30 AM and 7:00 PM.
- 3. VEHICLES:** Permission is hereby granted from the Town to the Franchisee to bring onto the beach those vehicles which are necessary for the operation of the franchise hereby granted. Prior to use, however, these vehicles must be approved by the Town. No vehicles operated by the Franchisee on the beach shall be driven at a speed in excess of ten (10) miles per hour, unless an emergency situation exists. Franchisee agrees to limit vehicle usage as much as possible so as to minimize traffic on the beach.
- 4. EQUIPMENT:** The Franchisee shall use equipment, materials and supplies that are to be new or in good condition and of the most suitable grade for the purpose intended. The Town of Kiawah shall inspect and approve all equipment prior to use.
- 5. AREAS OF OPERATION:** By this agreement, the Franchisee is hereby authorized to operate and conduct commercial activities within the Town of Kiawah Island, provided the Franchisee's operations do not extend into the dunes or on any land located within the area twenty (20) feet seaward of the

toe of the primary dune, in the following area:

- A. The area of beach in front of the Sanctuary located between (-80.09598 longitude and 32.59889 latitude) and (-80.08987 longitude and 32.60047 latitude) marked by white and blue poles and labeled as Kiawah Island Golf Resort in red on the attached map (Exhibit A).
- B. The Franchisee shall maintain a buffer zone of 25 yards on either end of the boundary of the operation area inward on their property; so as not to interfere with another franchisee's operation on the beach. No franchise activity shall be conducted within this buffer zone.

6. CONDUCT OF OPERATION:

- A. The Franchisee and its employees shall at all times evidence a due concern for the preservation and enhancement of the health, safety and general welfare of citizens visiting the beach and also for the preservation and enhancement of the beach ecology by strict adherence to the Municipal Code of the Town of Kiawah Island, as amended. In that regard, such employees shall assist beach visitors to be aware of and adhere to Town Beach Ordinances.
- B. Franchisee shall provide all employees with a distinctive uniform (shirts and pants) which identifies the employee with the Franchisee. Employees must also wear name tags at all times. Uniforms must be worn at all times while on duty and must be clean and neat in appearance. The uniform must be approved by the Town.
- C. Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D. Franchisee and employees shall thoroughly instruct any potential customers regarding the safe use of any leased water sports equipment.
- E. Franchisee and its employees shall provide its services in the following manner subject to the specified conditions:
 - (1) Attendants shall be located at those boardwalk accesses deemed appropriate by the Franchisee within the Franchisee's area of operation as defined in Paragraph 4 of this Agreement.
 - (2) Storage boxes and chair racks shall be placed at each attendant's station by the Franchisee. At no time shall any equipment, storage boxes and/or chair racks be placed in the dunes for overnight storage. During the hours of operation, the attendant may place

the Franchisee's office umbrella in front of these locations. Emergency radios should be set at a volume so as to be functional but not to distract or interfere with the enjoyment of the beach by guests, visitors, property owners, or other persons.

- (3) Within reasonable proximity to each attendant's station, a maximum of two setups shall be placed on the beach by the Franchisee's employees. A setup is defined as a beach umbrella and two chairs.
- (4) Guests, visitors, property owners, or other persons may reserve setups at each attendant's station for designated time periods within the discretion of the Franchisee. Reservation of setups shall be dutifully recorded by the attendant. Reserved setups shall be in place by 10:00 a.m. on each day in which the Franchisee operates.
- (5) Reserved setups may be placed by the Franchisee's employees within proximity to each attendant's station, or at other various places within the Franchisees' area of operation during the hours of operation. Additional non-reserved setups may be placed only within reasonable proximity to an attendant's station.
- (6) Setups shall be placed in a uniform, straight line fashion. Setups shall be appropriately spaced so as to allow at least five (5) feet between each setup. The first setup of the attendant's line of setups shall be distanced approximately twenty (25) feet from each boardwalk access.
- (7) Franchisee and its employees understand that the beach is public and any guests, visitors, property owners, or other persons have priority on the use of the beach over the Franchisee's interest in placing setups. At no time will the Franchisee and its employees request any person on the beach to move or relocate for the sake of its operation, unless such persons are using the Franchisee's services or facilities without authorization.
- (8) Other equipment may be leased in accordance with **Exhibit A** and other items may be sold in accordance with **Exhibit B**.

- F. Franchisee and its employees shall strive to avoid interfering with the enjoyment of guests, visitors, property owners, or other persons of the public beach areas within the Town of Kiawah Island. At the request of the Town, Franchisee shall alter or amend its operations whenever the Town determines a substantial interference arises between the private enjoyment of persons on the beach and Franchisee's services.

7. FRANCHISE CONSIDERATION: During the term of this agreement, including any

renewal term, a franchise fee of seven thousand five hundred (\$7,500) Dollars shall be paid by the Franchisee annually to the Town. Said payments shall be made no later than December 31st of each franchise year.

- 8. INSURANCE:** Franchisee shall carry and maintain Worker's Compensation insurance in statutory amounts, comprehensive general liability insurance endorsed to include product and completed operations and contractual liability in a minimum amount of \$1,000,000.00 combined single limit and automobile liability insurance with minimum limits of \$500,000.00/\$1,000,000.00 (or \$1,000,000.00 combined single limit). Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior notice to the Town. The Town of Kiawah Island shall be included as a named insured on the comprehensive general liability policy, and the Franchisee shall deliver to the Town a copy of the policy and any endorsements thereto.
- 9. INDEMNIFICATION:**

 - A.** Franchisee shall defend, indemnify and hold harmless the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal arising out of or resulting from the conduct of any commercial activity hereby authorized or the performance of any requirement imposed pursuant by this agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
 - B.** Franchisee shall further indemnify the Town, its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damage including attorney's fees, whether incurred prior to the institution of litigation, during litigation or on appeal, for or arising out of any bodily injuries to or the death of any of Franchisee's employees working at the specified location of operation during the specified hours of operation which may occur, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- 10. NO AGENCY CREATED:** The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this agreement. Nothing contained herein creates any relationship between Night Heron Park Company and the Town of Kiawah Island, South Carolina, other than that which is expressly stated herein. The Town of Kiawah Island, South Carolina, is interested only in the results to be achieved through this grant of franchise. The conduct and control of the agents and employees of Night Heron Park

Company, and the methods utilized by Night Heron Park Company, in fulfilling its obligations hereunder shall lie solely and exclusively with the corporation and its agents, officers, and directors. Franchisee's employees shall not be considered agents or employees of the Town of Kiawah Island, South Carolina for any purpose. No person employed by Night Heron Park Company, shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.

- 11. ASSIGNMENT:** Franchisee may assign or transfer its franchise to another entity or person subject to a sixty (60) day notification to the Town Administrator and upon approval in writing from the Town Council.
- 12. EFFECTIVE DATE:** This agreement shall become effective upon approval by the Town Council.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

WITNESSES:

TOWN OF KIAWAH ISLAND

By: John D. Labriola
Its: Mayor

NIGHT HERON PARK COMPANY

By: Roger M. Warren
Its: President



EXHIBIT A

Map of Kiawah Island, South Carolina showing the location of beach franchise areas. (Yellow number labels designate the location of markers placed on the beach to delineate boundaries, GPS coordinates found in table to far right.)

LEGEND

- Beachwalker County Park
- Kiawah Island Golf Resort
- Beach Club
- Beach Franchise Area

Point	Longitude	Latitude
1	-80.13825	32.58098
2	-80.13079	32.58568
3	-80.12928	32.58647
4	-80.09598	32.59889
5	-80.08987	32.60047
6	-80.04472	32.60836
7	-80.04286	32.60866
8	-80.02168	32.61097

Beachwalker
County
Park

Windswept
Highrise

The
Sanctuary

Beach
Club

0 1,000 2,000 3,000 4,000

EXHIBIT "B" TO FRANCHISE AGREEMENT

The following is a list of products leased on the beach and in the ocean by the Franchisee.

Umbrellas/Cabanas

Chairs/Lounges

Back-Rests

Floats/Body

Surf Boards

Kayaks

The Franchisee shall take all appropriate and necessary steps to ensure that customers using the above referenced equipment shall utilize the same in a safe manner. The Town Administrator must give approval to the quantity and location of rental of surf kayaks.

EXHIBIT "C" TO FRANCHISE AGREEMENT

The following is a list of products that may be sold on the beach at a stationary location by the Franchisee.

Non-Alcoholic Beverages

Further, the items listed below may be sold and delivered to beach patrons from a duly licensed establishment located off the beach, e.g. on the Sanctuary grounds. Franchisee shall be responsible for all applicable taxes, including, but not limited to sales and hospitality taxes.

Food and Snacks

Alcoholic

Beverages

The Franchisee shall take all appropriate and necessary steps to ensure that any beverages sold meet applicable public health standards and that no used beverage containers remain on the beach.



Tab | 5

WAYS AND MEANS

Agenda Item



Request for Ways and Means Action

TO: Chair and Ways and Means Committee Members

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Beachwalker Drive Pedestrian and Bicycle Safety Action Plan

DATE: February 22, 2021

BACKGROUND:

The concern with pedestrian and bicycle safety on Beachwalker Drive dates back to 2015 or earlier by the Inlet Cove Home Owners Association. The problem stems from the increased traffic volume generated by Beachwalker Park between Easter and Labor Day weekend.

The Town commissioned Kimley-Horn in October of 2018 to perform traffic analysis, roadway design services, and construction administration for the Beachwalker Country Park roadway improvements to address the concern. The study determined the Town needed to construct a right turn/stacking lane into Beachwalker Park. The County Parks and Recreation installed a reservation system at Beachwalker Park, which has worked well.

In December of 2019, the Town commissioned Kimley-Horn to provide Transportation Planning and Engineering Services for Duneside Drive connectivity evaluation. They collected traffic volume and speed data on Duneside Drive and Kiawah Beach Drive.

To complete the loop of pedestrian and safety studies, the Town would like Kimley-Horn to complete a Pedestrian and Bicycle Safety Study on Beachwalker Drive. The purpose of this study will be to analyze continuous bicycle paths, analyzed options for raised pedestrian crossings, and analyze safety options for the cohesion between bicycles, pedestrians, and vehicles. To supplement the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan, they will analyze the potential geometric improvements to the Beachwalker Drive at Kiawah Island Parkway intersection.

ACTION REQUESTED:

To recommend to Town Council to approve the request to enter into a contract with Kimley-Horn in an amount not to exceed \$16,500.

BUDGET DATA:

Funding source – 80% from Restricted Funds (hospitality and local ATAX) and 20% from General Fund.



September 23, 2020

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

Re: ***Request for Proposal for the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan***

Dear Ms. Reynolds,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Kiawah ("Client") for providing civil engineering planning services related to the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan located in Kiawah Island, South Carolina.

Project Understanding

It is our understanding that the Town of Kiawah Island desires to have a Pedestrian and Bicycle Safety Action Plan for Beachwalker Drive. The purpose of this plan will be to analyze continuous bicycle paths, analyzed options for raised pedestrian crossings, and analyze safety options for the cohesion between bicycles, pedestrians, and vehicles.

To supplement the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan, Kimley-Horn will analyze the potential geometric improvements to the Beachwalker Drive at Kiawah Island Parkway intersection. The suggested improvements will focus on pedestrian and bicycle connectivity within the intersection.

SCOPE OF SERVICES

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

Task 1 – Background Data Collection

Kimley-Horn will make one site visit to observe traffic operations and collect background information, including photographs, intersection laneage, speed limits, and traffic control operations. We will obtain available information from the Town of Kiawah Island regarding available information within the immediate vicinity of the project.

From the site visit, Kimley-Horn will make recommendations to improve pedestrian, bicycle, and vehicular cohesion along Beachwalker Drive.

Task 2 – Field Review Meeting

Kimley-Horn will hold one field review meeting with the Town of Kiawah representatives to finalize the recommendations for pedestrian and bicycle safety along Beachwalker Drive. Following the field review meeting, Kimley-Horn will provide a graphic on an aerial that depicts the location of the proposed improvements which were determined in the field.

Task 3: Beachwalker Drive Pedestrian and Bicycle Safety Action Plan

Kimley-Horn will utilize the site visit data collected in Task 1 as well as the field recommendations in Task 2, to develop a Pedestrian and Bicycle Safety Action Plan for Beachwalker Drive. The purpose of this plan will be to analyze continuous bicycle paths, analyzed options for raised pedestrian crossings, and analyze safety options for the cohesion between bicycles, pedestrians, and vehicles.

The Beachwalker Drive Pedestrian and Bicycle Safety Action Plan will include up to 4 (four) conceptual horizontal concepts for pedestrian and bicycle improvements based on current available GIS data. These concepts will include considerations to sight distance, pedestrian and bicycle access, pedestrian and bicycle safety, and necessary geometric modifications along Beachwalker Drive. The purpose of these concepts will be to display options for enhancements along Beachwalker Drive for pedestrian and bicycle safety. The concept exhibits will include:

- Lane lines
- Storage Lines
- Sidewalk/Bike Lanes
- Median modifications
- Access modifications
- Sight distance improvement suggestions

A draft Pedestrian and Bicycle Safety Action Plan will be submitted to the Town of Kiawah for one round of comments. Kimley-Horn will address the comments from the Town of Kiawah and compile a final plan.

Task 4: Geometric Improvements to Beachwalker Drive at Kiawah Island Parkway (Optional)

To supplement the Beachwalker Drive Pedestrian, Bicycle Safety and Mobility Plan, Kimley-Horn will analyze the potential geometric improvements to the Beachwalker Drive at Kiawah Island Parkway intersection. The suggested improvements will focus on pedestrian and bicycle connectivity within the intersection. Kimley-Horn will develop up to 2 (two) conceptual horizontal concepts for pedestrian and bicycle improvements based on current available GIS data at the intersection of Beachwalker Drive at Kiawah Island Parkway. These concepts will

include considerations to sight distance, pedestrian and bicycle access, pedestrian and bicycle safety, and necessary geometric modifications at the intersection. The purpose of these concepts will be to display options for enhancements at the intersection for pedestrian and bicycle safety. The concept exhibits will include:

- Lane lines
- Storage Lines
- Sidewalk/Bike Lanes
- Median modifications
- Access modifications
- Sight distance improvement suggestions

Kimley-Horn will not proceed with Task 4 unless given the notice to proceed from the Town of Kiawah. Task 4 is separate from the Beachwalker Drive Pedestrian and Bicycle Safety Action Plan.

Task 5: Meetings and Coordination

Once we reviewed the results in Tasks 1-4, we will be available to attend any follow-up meetings with the Client, if needed, to review our findings and recommendations.

All meeting and coordination time, other than the field review meeting listed in Task 2, will be billed on an hourly basis according to the attached rate schedule.

Additional Services

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

- Public Meetings
- Design Services
- Survey

Schedule

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

Fee and Billing

KHA will perform the scope of services described above based on the following fee:

Task	Fee Type	Fee
Task 1- Background Data Collection	Lump Sum	\$1,500
Task 2 - Field Review Meeting	Lump Sum	\$1,500
Task 3 – Beachwalker Drive Pedestrian and Bicycle Safety Action Plan	Lump Sum	\$9,200
Task 4 – Geometric Improvements to Beachwalker Drive at Kiawah Island Parkway (Optional)	Lump Sum	\$4,300
Task 5 – Meetings and Coordination	Hourly	To Be Determined

Task 5 will be billed on an hourly basis according to our then-current hourly rates provided in the attached rate schedule.

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

Closure

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

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

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

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

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

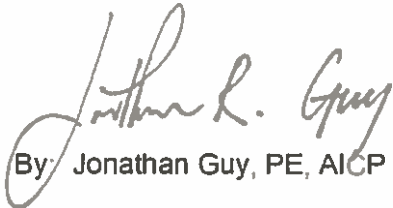
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days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

[Remainder of page of intentionally left blank]

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


By Jonathan Guy, PE, AICP

Vice President



Dillon Turner, PE

Project Manager

Attachments – Standard Provisions/ Rate Schedule

Agreed to this day of , _____

TOWN OF KIAWAH ISLAND, SC

A MUNICIPALITY

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Request for Information

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

Client Identification

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

Property Identification

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

Property Owner Identification

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

Project Funding Identification – List Funding Sources for the Project

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

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) **Construction Phase Services.**

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

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

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

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

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

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

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



Tab | 6

WAYS AND MEANS

Agenda Item



Request for Ways and Means Action

TO: Chair and Ways and Means Committee Members

FROM: Stephanie Monroe Tillerson, AICP, Town Administrator

SUBJECT: Contract for Services with LS3P for the Wet Trash and Recycling Center at the Municipal Center

DATE: February 22, 2021

BACKGROUND:

The Town's Wet Trash and Recycling Center is currently located on Kestrel Court (see attached aerial maps). The Town owns and maintains two trash compactors and one recycling bin at the Kestrel Court location, with a second location at the Community Association parking lot. I will point out that the Town does not own or lease the land where the containers sit.

For many years dating back to 2015 and maybe earlier, the Kestrel Court trash and recycling center has been a problem with trash and recycling boxes spewed throughout the site even when the trash and recycling bins are not full. To remedy the problem, the Town swapped out the wet trash bins for compactors to increase capacity, and we also increased the recycling bin size. We also installed security cameras and added more and larger signs letting people know that it is a violation to leave trash outside the compactors and recycling bins. Additionally, the signs directed people to the second location if the bins are full to the Community Association. Still, to no avail, the problem persists and continues to get worse over time.

At the January 2021 Town Council Retreat, staff discussed the Kestrel Court problem and suggested the Town has outgrown the Kestrel Court location. The Town cannot properly manage the site as we do not have staff posted at the location on nights and weekends when the problem generally occurs or during holidays. We do have cameras, and we try to catch violators, but that does not always happen. When we do catch violators, we issue tickets, but that site is a constant battle to keep clean and keep people from violating the Town's ordinance.

Staff recommended that the Council look at the Municipal Center to relocate the wet trash and recycling center from the Kestrel Court location for many reasons.

- The Town can better manage and control the trash and recycling center by establishing operation hours;
- Add appropriate lighting and security system;
- Add appropriate signage;
- By nature it being at the Municipal Center, you have more eyes on it during Town Hall business hours;
- Better designed for Carolina Waste or any other Waste Management Company to service the bins; and
- We can have control of the design, look and feel of the wet trash and recycling center.

More importantly, in the Development Agreement with Kiawah Resort Associates (the Partners), the Town agreed that *"if a judicial challenge is brought seeking to make one or more of the roads on the island open to the general public and the challenging party prevails based, in whole or in substantial part, on the expenditure of public funds by the Town and/or an ordinance passed by the Town and/or other conduct or ownership of facilities of the Town, the*

Town agrees that it will immediately cease such expenditures, repeal such ordinance, and refrain from owning such facilities (as are inside the security gates) or continuing such conduct."

Constructing a new wet trash and recycling center would be a substantial investment for the Town. To protect the Town's investment, we should find a suitable location outside the gates. Staff proposes locating it at the Municipal Center next to the garage.

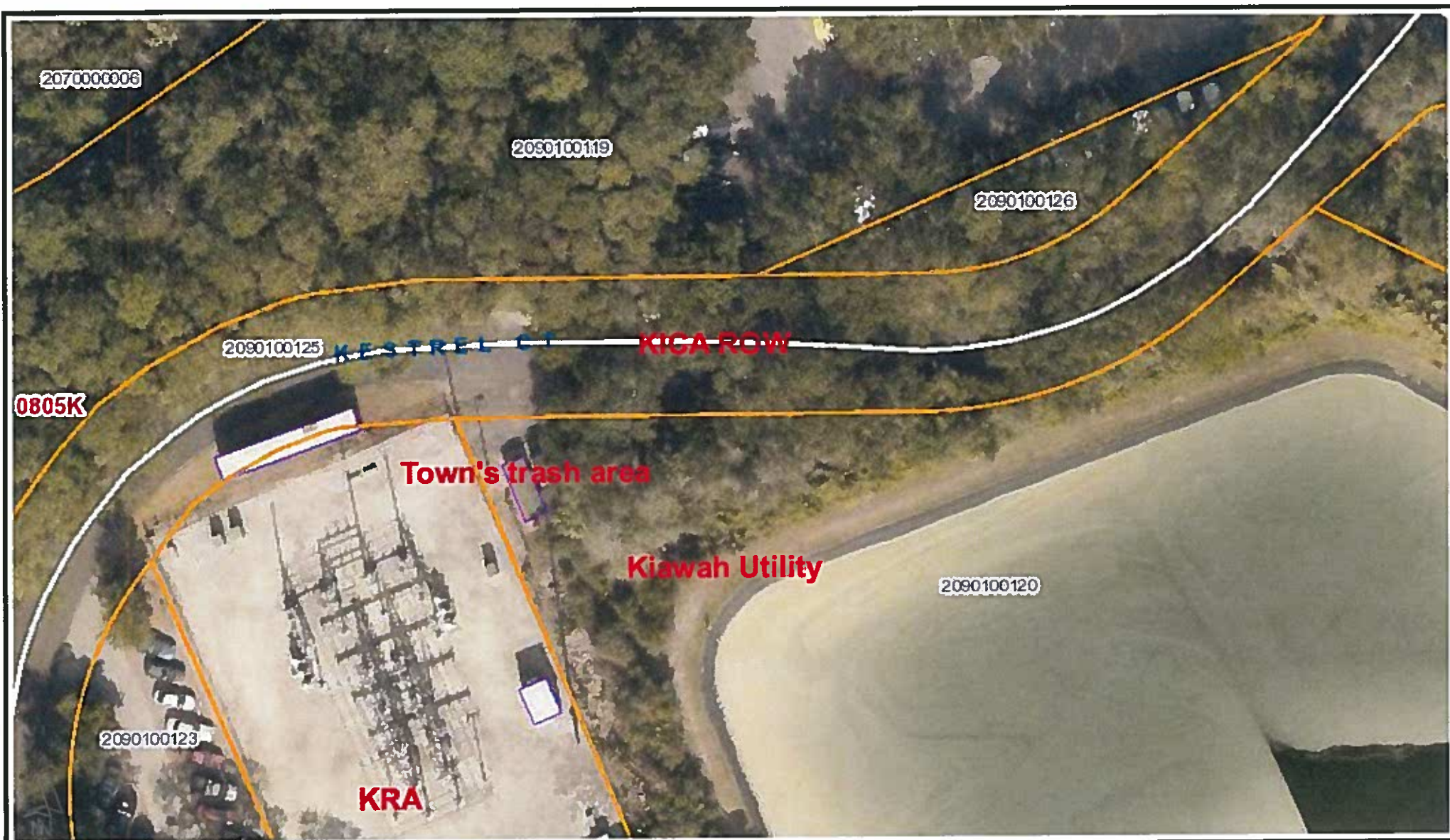
ACTION REQUESTED:

To recommend to Town Council to approve the request to enter into a contract with LS3P for Programming & Conceptual Design only in an amount not to exceed \$11,250.

BUDGET DATA: Funding source – General Fund.

WORK IN PROGRESS

Materials for Tab 5 are not finalized and will be added to the February Ways and Means Committee Agenda and Materials when received.



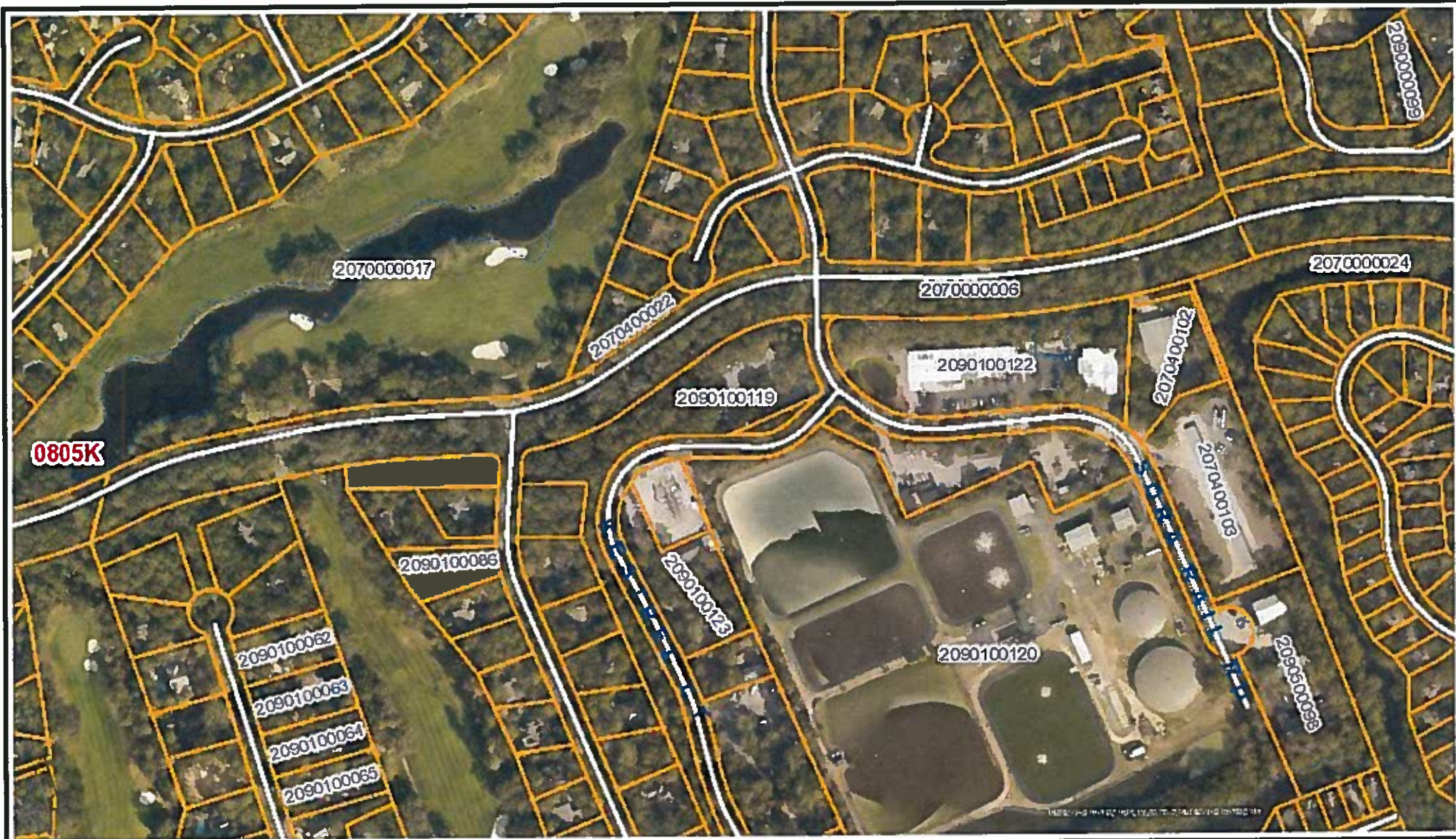
Kestrel Ct Solid Waste Location

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Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.



Author: Charleston County SC
Date: 2/19/2021



Charleston County SC

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Author: Charleston County SC
Date: 2/19/2021



Tab | 7

WAYS AND MEANS

Agenda Item

NARRATIVE HIGHLIGHTS

REVENUES

When the Town began preparation for the FY2021 budget, no one could foresee the financial impacts we would face due to the COVID-19 pandemic. In June 2020, Town Council approved a balanced budget of \$7.8M. This compares to FY2019 budget of \$9.9M. In November 2020, mid-year evaluation of revenues performance allowed the Town to increase budgeted revenues by \$461K and amend it to \$8.3M. With the collections tracking on pace to exceed the amended budget amounts by the end of the current fiscal year, we are projecting the total revenues at \$9.5M.

As we start to prepare next year budget there is still very high level of uncertainty, to be conservative we budgeted the majority of the revenues based on for FY2019 (pre-pandemic) levels .Overall, the total budgeted revenues FY2022 are 2%, or \$184K lower than current year projections and 7%, or \$652K less than FY2019 actuals.

The comparisons below are made to FY2019 actuals, unless noted otherwise:

- ✓ Building Permits revenue is estimated to decrease 9%, or \$88k, mostly due to a slowdown in new construction activity on the Island. We are also expecting one-time permit revenue from the special project, Parcel 13 development.
- ✓ Business Licenses revenue is estimated to increase 6%, or \$160K. The increase is attributable to continuous enforcement efforts with the licensing compliance.
- ✓ BEC, Beach Services and Other Franchise fees are estimated with no change.
- ✓ Local Option Sales Tax is projected to increase by 2% or \$12K based on the overall trend
- ✓ State Accommodation Tax revenue is projected to increase 2%, or \$32K based on the overall trend.
- ✓ Local Accommodation Tax revenue shows 2%, or \$19K increase based on the overall trend.
- ✓ The Town is estimating to receive \$200K in County Accommodation Tax. Due to the pandemic, Charleston County suspended all the tax remittances to their municipalities for the current year until final review of the County's revenues performance for FY2021. It is a 59%, or \$284K decrease when compared to FY2019.
- ✓ Hospitality Tax revenue is estimated with no change when compared.
- ✓ Solid Waste revenue is estimated to increase 11%, or \$59K. The increase is mostly attributable to additional efforts in garbage fees collection from rental properties.
- ✓ Interest Revenue shows 92%, or \$399K the decrease is attributable to the very low interest rates market.
- ✓ Other revenues include the following sources:
 1. Aid to Subdivision - \$35K, no change.
 2. Planning Fees - \$10K, no change.
 3. Court Fees & Fines - \$25K, no change
 4. Beverage Permits revenue - \$45K, no change.
 5. Victim's Assistance Fees - \$10K, no change.
 6. Miscellaneous revenue - \$35K, no change.

Town of Kiawah Island
Major Revenues, Last Fifteen Fiscal Years

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Building permits	29,596	36,808	45,278	47,436	30,251	28,168	27,768	38,310	35,974	823,214	1,069,063	990,258	1,246,429	1,337,513	1,250,846	889,009
% Change	-6%	24%	23%	5%	-36%	-7%	-1%	38%	-6%	2188%	30%	-7%	26%	7%	-6%	-29%
Business Licenses	1,192,716	1,342,010	1,563,614	1,634,338	1,718,275	1,597,908	1,515,246	1,602,511	1,657,812	1,920,755	2,048,093	2,183,207	2,290,018	2,502,770	2,535,128	2,332,935
% Change	-3%	13%	17%	5%	5%	-7%	-5%	6%	3%	16%	7%	7%	5%	9%	1%	-8%
Franchise fee revenue	240,844	255,677	297,424	301,858	312,611	402,825	432,781	447,449	544,695	540,321	662,823	747,873	755,815	793,197	857,732	867,100
% Change	4%	6%	16%	1%	4%	29%	7%	3%	22%	-1%	23%	13%	1%	5%	8%	1%
Local option sales tax	274,409	312,080	316,070	318,538	289,973	291,961	291,513	363,092	362,654	357,575	430,527	501,770	530,338	548,248	585,738	548,356
% Change	26%	14%	1%	1%	-9%	1%	0%	25%	0%	-1%	20%	17%	6%	3%	7%	-6%
Accommodations tax - state	942,097	1,148,440	1,166,561	1,264,453	1,058,856	937,695	1,039,783	1,143,911	1,343,031	1,344,377	1,410,368	1,576,964	1,664,086	1,632,897	1,585,789	1,457,958
% Change	34%	22%	2%	8%	-16%	-11%	11%	10%	17%	0%	5%	12%	6%	-2%	-3%	-8%
Accommodations tax - county	230,645	261,882	272,951	280,498	226,630	102,261	240,629	267,679	299,411	323,596	439,500	450,622	477,000	422,000	484,000	\$ 354,000
% Change	43%	14%	4%	3%	-19%	-55%	135%	11%	12%	8%	36%	3%	6%	-12%	15%	-27%
Accommodations tax - local	576,650	642,454	667,788	718,975	563,742	527,865	597,652	665,055	744,940	803,808	875,004	902,124	1,088,825	953,458	967,051	851,050
% Change	44%	11%	4%	8%	-22%	-6%	13%	11%	12%	8%	9%	3%	21%	-12%	1%	-12%
Hospitality tax	228,046	247,148	281,882	288,276	255,009	245,865	256,398	271,081	308,818	377,866	473,867	490,388	518,632	560,182	576,884	468,407
% Change	58%	8%	14%	2%	-12%	-4%	4%	6%	14%	22%	25%	3%	6%	8%	3%	-19%

Town of Kiawah Island
Budget Draft FY2022 to Annualized Budget FY2021
All Funds Consolidated
Cash Basis

Budgeted Sources & Uses									
Revenues*:	Actuals FY 2019	Budgeted FY2021	Amended Budget FY 2021	Annualized FY2021	Budget FY2022	FY2021 Annualized Variance \$	FY2021 Annualized Variance %	FY2019 Actuals Variance \$	FY2019 Actuals Variance %
Building Permits	\$ 987,649	\$ 664,493	\$ 664,493	\$ 900,000	\$ 900,000	\$ -	0%	\$ (87,649)	-9%
Building Permits/Special Projects	263,197	-	-	100,000	100,000	-	0%	(163,197)	-62%
Business Licenses	2,535,128	2,267,184	2,267,184	2,650,000	2,695,000	45,000	2%	159,872	6%
Franchisee Fees	857,732	856,184	856,184	856,184	860,000	3,816	0%	2,268	0%
Local Option tax	585,738	472,073	602,567	629,465	597,453	(32,012)	-5%	11,715	2%
State ATAX	1,585,786	1,356,025	1,688,275	1,967,363	1,617,505	(349,858)	-18%	31,719	2%
Local ATAX	967,051	734,510	858,938	1,086,685	986,392	(100,293)	-9%	19,341	2%
County ATAX	484,000	-	-	-	200,000	200,000	100%	(284,000)	-59%
Hospitality Tax	576,884	411,357	457,985	508,925	576,884	67,959	13%	-	0%
Solid Waste Fees	551,180	600,000	600,000	608,933	610,000	1,067	0%	58,820	11%
Interest	432,733	312,500	140,000	39,000	34,000	(5,000)	-13%	(398,733)	-92%
Other*	161,854	160,000	160,000	174,999	55,000	(119,999)	-69%	(106,854)	-66%
Total Revenue	\$ 9,988,932	\$ 7,834,326	\$ 8,295,626	\$ 9,521,553	\$ 9,232,234	\$ (289,320)	-3%	\$ (756,698)	-8%

* FY19 Actuals Misc does not include one time revenues: FEMA reimbursement and restitution payment from the former administrator.

* FY2021 Amended Budget Misc does not include one time revenues: SC Cares reimbursement

Town of Kiawah Island
Five Year Projections

Revenues:	Annualized FY2021	Budgeted FY2022	Projected FY2023	Projected FY2024	Projected FY2025	Projected FY2026
Building Permits	\$ 900,000	\$ 900,000	\$ 900,000	\$ 800,000	\$ 800,000	\$ 800,000
Building Permits/Special Projects	100,000	100,000	-	500,000	-	-
Business Licenses	2,250,000	2,295,000	2,340,900	2,387,718	2,435,472	2,484,182
STR Application Fees	400,000	400,000	400,000	400,000	400,000	400,000
Franchisee Fees	856,184	860,000	860,000	860,000	860,000	860,000
Local Option Tax	629,465	597,453	609,402	621,590	634,022	646,702
State ATAX	1,967,363	1,617,505	1,649,855	1,682,852	1,716,509	1,785,169
Local ATAX	1,086,685	986,392	1,006,120	1,026,242	1,046,767	1,088,638
County ATAX	-	200,000	200,000	250,000	300,000	400,000
Hospitality Tax	508,925	576,884	588,422	600,190	612,194	636,682
Solid Waste Fee	608,933	610,000	610,000	610,000	610,000	610,000
Interest	39,000	34,000	50,000	70,000	70,000	70,000
Other	174,999	55,000	55,000	55,000	160,000	160,000
Total Revenue	\$ 9,521,553	\$ 9,232,234	\$ 9,269,698	\$ 9,863,592	\$ 9,644,964	\$ 9,941,373

Special projects: Parcel 13 in FY21/22 and West Beach in FY24

of BL issued in county/out) total \$ collecte		KI	Chas County	Chas City	Edisto	Folly Beach	Greenville	Hilton Head	IOP	MP	Sullivans	Seabrook
Gross Receipts		Rate										
Class 1												
111/22 \$285K	\$0-\$2,000	55.00	30.00	32.00	45.00	30.00	80.00	43.20	75.00	40.00	51.22	40.00
Rate per Thousand	\$2,001-\$1,000,000	2.00	1.15	1.55	1.60	2.00	1.67	0.70	2.00	1.61	2.60	1.75
Rate per Thousand	\$1,000,001-\$2,000,000	1.81	1.04	1.47	1.60	1.80	1.75	0.70	2.00	1.13	2.60	1.75
Rate per Thousand	\$2,000,000-\$3,000,000	1.60	0.92	1.76	1.60	1.60	1.75	0.70	2.00	1.13	2.60	1.75
Rate per Thousand	\$3,000,001-\$4,000,000	1.41	0.81	1.66	1.60	1.40	1.75	0.70	2.00	1.13	2.60	1.75
Rate per Thousand	Over \$4,000,001	1.20	0.69	1.56	1.60	1.20	1.50	0.70	2.00	1.13	2.60	1.75
Class 2												
28/4 \$31K	\$0-\$2,000	60.00	35.00	37.00	50.00	35.00	135.00	50.40	80.00	45.00	63.91	45.00
Rate per Thousand	\$2,001-\$1,000,000	2.05	1.40	1.95	1.75	2.25	1.25	0.90	2.05	1.86	2.80	2.00
Rate per Thousand	\$1,000,001-\$2,000,000	1.85	1.26	1.85	1.75	2.03	0.08	0.90	2.05	1.30	2.80	2.00
Rate per Thousand	\$2,000,000-\$3,000,000	1.64	1.12	1.76	1.75	1.80	0.08	0.90	2.05	1.30	2.80	2.00
Rate per Thousand	\$3,000,001-\$4,000,000	1.44	0.98	1.66	1.75	1.58	0.08	0.90	2.05	1.30	2.80	2.00
Rate per Thousand	Over \$4,000,001	1.23	0.84	1.56	1.75	1.35	0.50	0.90	2.05	1.30	2.80	2.00
Class 3												
17/2 \$12K	\$0-\$2,000	65.00	40.00	43.00	55.00	40.00	80.00	57.50	85.00	50.00	76.55	55.00
Rate per Thousand	\$2,001-\$1,000,000	2.10	1.65	2.35	2.10	2.50	1.67	1.00	2.10	2.11	2.95	2.25
Rate per Thousand	\$1,000,001-\$2,000,000	1.89	1.49	2.23	2.10	2.25	1.75	1.00	2.10	1.48	2.95	2.25
Rate per Thousand	\$2,000,000-\$3,000,000	1.68	1.32	2.12	2.10	2.00	1.75	1.00	2.10	1.48	2.95	2.25
Rate per Thousand	\$3,000,001-\$4,000,000	1.47	1.16	2.00	2.10	1.75	1.75	1.00	2.10	1.48	2.95	2.25
Rate per Thousand	Over \$4,000,001	1.26	0.99	1.88	2.10	1.50	1.00	1.00	2.10	1.48	2.95	2.25
Class 4												
252/67 \$209K	\$0-\$2,000	73.00	45.00	49.00	65.00	45.00	135.00	64.70	90.00	55.00	88.97	60.00
Rate per Thousand	\$2,001-\$1,000,000	2.10	1.90	2.80	2.10	2.75	1.75	1.20	2.15	2.36	3.16	2.75
Rate per Thousand	\$1,000,001-\$2,000,000	1.89	1.71	2.66	2.10	2.48	1.75	1.20	2.15	1.65	3.16	2.75
Rate per Thousand	\$2,000,000-\$3,000,000	1.68	1.52	2.52	2.10	2.20	1.75	1.20	2.15	1.65	3.16	2.75
Rate per Thousand	\$3,000,001-\$4,000,000	1.47	1.33	2.38	2.10	1.93	1.75	1.20	2.15	1.65	3.16	2.75
Rate per Thousand	Over \$4,000,001	1.26	1.14	2.24	2.10	1.65	1.75	1.20	2.15	1.65	3.16	2.75
Class 5												
3/0 \$730	\$0-\$2,000	75.00	50.00	55.00	70.00	50.00	135.00	71.90	95.00	60.00	102.50	65.00
Rate per Thousand	\$2,001-\$1,000,000	2.45	2.15	3.15	2.35	3.00	2.00	1.30	2.20	2.61	3.31	3.00
Rate per Thousand	\$1,000,001-\$2,000,000	2.21	1.94	2.99	2.35	2.70	1.75	1.30	2.20	1.83	3.31	3.00
Rate per Thousand	\$2,000,000-\$3,000,000	1.96	1.72	2.84	2.35	2.40	1.75	1.30	2.20	1.83	3.31	3.00
Rate per Thousand	\$3,000,001-\$4,000,000	1.72	1.51	2.68	2.35	2.10	1.75	1.30	2.20	1.83	3.31	3.00
Rate per Thousand	Over \$4,000,001	1.47	1.29	2.52	2.35	1.80	0.50	1.30	2.20	1.83	3.31	3.00
Class 6												
9/1 \$7K	\$0-\$2,000	80.00	55.00	60.00	75.00	55.00	245.00	79.10	100.00	65.00	114.79	70.00
Rate per Thousand	\$2,001-\$1,000,000	2.70	2.40	3.50	2.60	3.25	2.25	1.40	2.25	2.86	3.54	3.25
Rate per Thousand	\$1,000,001-\$2,000,000	2.43	2.16	3.33	2.60	2.93	2.25	1.40	2.25	2.00	3.54	3.25
Rate per Thousand	\$2,000,000-\$3,000,000	2.06	1.92	3.15	2.60	2.60	2.25	1.40	2.25	2.00	3.54	3.25
Rate per Thousand	\$3,000,001-\$4,000,000	1.89	1.68	2.98	2.60	2.28	2.25	1.40	2.25	2.00	3.54	3.25
Rate per Thousand	Over \$4,000,001	1.62	1.44	2.80	2.60	1.95	2.25	1.40	2.25	2.00	3.54	3.25
Class 7												
1,644/52 \$566K	\$0-\$2,000	85.00	60.00	64.00	80.00	60.00	355.00	86.30	105.00	70.00	128.38	80.00
Rate per Thousand	\$2,001-\$1,000,000	3.05	2.68	3.90	3.10	3.50	2.00	1.60	2.30	3.11	3.70	3.50
Rate per Thousand	\$1,000,001-\$2,000,000	2.75	2.39	3.71	3.10	3.15	1.75	1.60	2.30	2.18	3.70	3.50
Rate per Thousand	\$2,000,000-\$3,000,000	2.44	2.12	3.51	3.10	2.80	1.75	1.60	2.30	2.18	3.70	3.50
Rate per Thousand	\$3,000,001-\$4,000,000	2.14	1.86	3.32	3.10	2.45	1.75	1.60	2.30	2.18	3.70	3.50
Rate per Thousand	Over \$4,000,001	1.83	1.59	3.12	3.10	2.10	1.00	1.60	2.30	2.18	3.70	3.50
Class 8												
499/226 \$603K	\$0-\$2,000	70.00	45.00	80.00	50.00	100.00	108.00	57.50	110.00	50.00	128.08	80.00
Rate per Thousand	\$2,001-\$1,000,000	2.40	1.50	3.30	2.10	1.50	1.50	1.00	2.35	2.11	3.71	2.00
Rate per Thousand	\$1,000,001-\$2,000,000	2.16	1.50	3.30	2.10	1.50	0.75	1.00	2.35	2.11	3.71	2.00
Rate per Thousand	\$2,000,000-\$3,000,000	1.92	1.50	3.30	2.10	1.50	0.75	1.00	2.35	2.11	3.71	2.00
Rate per Thousand	\$3,000,001-\$4,000,000	1.68	1.50	3.30	2.10	1.50	0.75	1.00	2.35	2.11	3.71	2.00
Rate per Thousand	Over \$4,000,001	1.44	1.50	3.30	2.10	1.50	0.25	1.00	2.35	2.11	3.71	2.00
Rates doubled for out of county businesses			x	x	x	x	x	x	X	x	x	x
\$25k in gross revenues /class 7 license		155.15	121.64	153.70	151.30	140.50	401.00	123.10	157.90	141.53	213.48	160.50
\$50k in gross revenues/ class 8 license		185.20	117.00	238.40	150.80	172.00	180.00	105.50	222.80	151.28	306.16	176.00