



# 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**

**Virtual Meeting Via Zoom**

**January 26, 2020; 3:00 pm**

### **AGENDA**

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Approval of Minutes:**
  - A. Ways & Means Committee Meeting of December 1, 2020 [Tab 1]
- 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 [Tab 2]
  - B. Consideration and Recommendation to Town Council for Approval of the Contract With Coastal Science and Engineering [Tab 3]
  - C. Consideration and Recommendation to Town Council for Approval of the Contract Amendment with Island Beach Services [Tab 4]
  - D. Consideration and Recommendation to Town Council for Approval of the Franchise Agreement Amendment with Watersports Unlimited, LLC dba Tidal Trails [Tab 5]
  - E. Consideration and Recommendation to Town Council for Approval of the Purchase of an Air Purification System [Tab 6]
  - F. Consideration and Recommendation to Town Council for Approval of the Purchase of Public Safety Radios [Tab 7]
- VI. **Chairman's Report:**
- VII. **Treasurer's Report:**
  - A. Budget Report for the First Six Months ended 12/31/2020 [Tab 8]
- VIII. **Committee Member's Comments:**
- IX. **Adjournment:**



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## **WAYS AND MEANS**

### **Agenda Item**

# WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

December 1, 2020; 2:00 pm

## Minutes

### I. Call to Order: Mayor Pro Tem Widuch called the meeting to order at 2:00.

**Present at the meeting:** Chris Widuch, Chairman  
Craig Weaver, Mayor  
Dan Prickett, Committee Member  
Klaus Said, Committee Member  
Maryanne Connelly, Committee Member

**Also Present:** Stephanie Monroe Tillerson, Town Administrator  
Dorota Szubert, Town Treasurer  
Joseph Wilson, Town Attorney  
Petra Reynolds, Town Clerk

### II. Approval of Minutes:

#### A. Ways & Means Committee Meeting of October 27, 2020

*Committee Member Prickett made a motion to approve the minutes of the October 27, 2020 Ways and Means Committee Meeting. Committee Member Connelly seconded the motion, and the minutes were unanimously approved.*

### III. Old Business:

None

### IV. New Business:

#### A. Consideration and Recommendation to Town Council for Approval of **Resolution 2020-06** – A Resolution Authorizing the Mayor of the Town of Kiawah Island to Execute an Easement Agreement by Which Haulover Creek Development Company, LLC. is Deeding a Landscape, Recreation and Utility Easement to the Town of Kiawah Island.

Ms. Tillerson stated that as part of the Parkway project, the Town agreed to the request from the Resort and its parent company Haulover Creek Development Company, to install a right turn lane into the Andell tract. The bike path had to be re-aligned to the Town's Right-of-Way edge to accommodate the new lane. Without a right-of-way, the Town would be unable to make any adjustments or additional modifications to the bike path or add landscaping. She indicated that Haulover Creek has agreed to give the Town an easement along that area of the Parkway to allow any future improvements. Both attorneys have reviewed the agreement, and the required survey has been completed and recorded.

Mayor Weaver stated that despite initial safety concerns that the bike path was too close to the turn lane, the Town has made certain that the bike path meets all national requirements and is comfortable with the safety of its current location.

*Committee Member Said made a motion to recommend to Town Council the approval of Resolution 2020-06 Authorizing the Mayor to Execute an Easement Agreement by Which Haulover Creek*

*Development Company, LLC. is Deeding a Landscape, Recreation and Utility Easement to the Town of Kiawah Island. Committee Member Connely seconded the motion and was unanimously passed.*

*Committee Member Prickett made a motion to move to Executive Session to discuss the Town Attorney's contract renewal. Mayor Weaver seconded the motion, and it was unanimously passed*

**B. Executive Session – To Discuss Town Attorney Contract Renewal**

*Committee Member Prickett made a motion to move back to Regular Session. Committee Member Connely seconded the motion and was unanimously passed.*

Chairman Widuch stated that during the Executive Session, no decisions were made, and no votes were taken.

**C. Consideration and Recommendation to Town Council for Approval of the Town Attorney Contract for Joseph Wilson**

*Committee Member Connely made a motion to recommend to Town Council the Town Attorney contract's approval for Joseph Wilson. Committee Member Connely seconded the motion and was unanimously passed.*

**V. Chairman's Report:**

None

**VI. Treasurer's Report:**

None

**VII. Committee Member's Comments:**

None

**VIII. Adjournment:**

*Committee Member Prickett motioned to adjourn the meeting at 1:46 pm. Committee Member Connely seconded the motion and was unanimously passed.*

Submitted by,

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Petra S. Reynolds, Town Clerk

Approved by,

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F. Daniel Prickett, Chairman

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Date



Tab | 2

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## **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") is effective as of the \_\_\_\_\_ day of January 2021 to December 31, 2021, by 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.

**RECITALS**

**WHEREAS**, the 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 \_\_\_\_\_ day of January, 2021.



TOWN OF KIAWAH ISLAND

By: \_\_\_\_\_  
John D. Labriola, Mayor

ATTEST:

\_\_\_\_\_  
Petra S. Reynolds, Town Clerk

By: \_\_\_\_\_  
Adam Young, Esquire



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## **WAYS AND MEANS**

### **Agenda Item**



# Request for Ways and Means Committee Action

**TO:** Ways and Means Chairman and Committee Members

**FROM:** Jim Jordan

**SUBJECT:** Beach Monitoring Contract - CSE

**DATE:** January 25, 2021

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**BACKGROUND:**

The Town of Kiawah Island (TOKI) has contracted with Coastal Science and Engineering (CSE) to perform beach monitoring and beach project coordination since 2005.

**ANALYSIS:**

The beach is one of the island's greatest assets and it is important to continue to monitor and document changes over time. CSE provides high-quality work and has a proven track record with the Town.

**ACTION REQUESTED:**

Staff requests that the Ways and Means Committee recommend to Town Council to approve a 3-year beach monitoring contract with CSE for 2021-2023.

**BUDGET & FINANCIAL DATA:** The annual cost for beach monitoring is \$37,990.00, with a total 3-year cost of \$113,970.00. This 3-year contract would begin in FY 2021-2022.

## **THE PROPOSAL**

[P2539]

### **EXHIBIT A**

**2021–2023**

#### **Beach Condition and Post-Project Monitoring at Kiawah Island (SC)**

### **INTRODUCTION**

This proposal is submitted at the request of the Town of Kiawah Island (SC) for annual beach monitoring and post-project environmental monitoring services. The proposed services follow the completion of restoration projects at the east end of the island in 2006 and 2015, associated post-project monitoring from 2006 to 2020.

CSE was retained by the Town to complete annual post-nourishment monitoring of the 2006 and 2015 project areas as well as the downcoast areas of Kiawah Island. Results of the monitoring have been submitted annually to the Town and provide updated beach condition assessments and analyses of shoreline change, including focused discussion of changes occurring at the dynamic east end. Annual monitoring of developed beaches is considered an essential aspect of coastal community management, and aids in areas of damage prevention, recovery, and planning.

The present proposal covers the following engineering services required to provide three years of updated condition assessments for Kiawah Island's beach similar to recent monitoring efforts. This proposal does not include services that would be necessary should another channel realignment project be necessary. Proposed work includes:

- Annual surveys of the oceanfront including ~60 profile lines
- Annual reports documenting beach volume changes and project performance
- Annual oblique aerial image surveys

### **BASIC SERVICES**

References to the “Engineer” and/or “Consultant” in the scope of services are to CSE as the project manager responsible to the Town for the execution of the services proposed. Execution of the services by CSE includes completion of work as required to execute all aspects of the scope of services. References to the “Town” refer to the Town of Kiawah Island, a South Carolina municipality.

## **SCOPE OF SERVICES**

The scope of services proposed herein represents the basic services and is based on CSE's work to date for the Town, experience on similar projects and project components, the scope of the project as defined by this proposal, and the regulatory requirements of agencies of the state of South Carolina and the federal government with jurisdiction over construction at the site. The following scope of services is proposed.

### **Task 1.0 Planning, Communication, and Liaison**

The planning task of the project will include coordination and meetings with Town representatives to:

- Review the final plan
- Develop schedules
- Participate in public forums
- Provide liaison with government agencies following annual surveys
- Assist the Town with communication and liaison
- Coordinate with permitting agencies for compliance

Following authorization to proceed with the proposed scope of services:

- 1.1 CSE will discuss with Town representative(s) to clearly define the goals and objectives for the work.
- 1.2 CSE will work with the Town to schedule monitoring surveys at a time which will not impact public events, etc. CSE will coordinate with public safety officials regarding beach access and near-shore hydrographic work.
- 1.2 CSE will assist the Town in preparing annual summaries including display graphics for distribution to officials and the public by way of various mediums, including web sites, newspapers, or Town newsletters.

## **Task 2.0 Annual Beach Condition Survey**

This task of the project will include condition surveys of the beach, and inshore zone [to approximately –12 foot (ft) depths]. These surveys will supplement previous field data by CSE and will be used for volume change analysis using similar reaches and boundaries as recent reports. The surveys can also satisfy the annual monitoring requirement of project permits should another project be completed within the timeframe of the agreement, as the required monitoring area was established to match stations regularly monitored under the annual program (from the Beach Club to the eastern lagoon).

CSE will conduct annual condition surveys of the beach between Captain Sams Inlet and Penny's Creek (Stono Inlet). The Engineer will reoccupy profile lines established under the prior monitoring agreement (approximately 60 lines between OCRM station 2615 and OCRM station 2730) and will obtain cross-sections from the foredune to approximately –12-ft depth contour, or at least 1,500 ft from the baseline. This survey will be compared with prior surveys and will document volume changes in the project area and downcoast areas.

Surveys will be conducted around October each year to coincide with previous shoreline assessments and to allow for same-season comparisons with surveys conducted under the previous agreement. The survey will be completed using an RTK-GPS (Trimble™ Model R10-GNSS) for data collection. The offshore work will be performed using the Trimble™ linked to an Odom™ CV100 precision survey fathometer for direct measurements of the bottom without the need for tide corrections. Measurements over subaerial portions of Kiawah Island will extend to low-tide wading depth. Offshore profiles will be collected at 1–10 Hz but will be filtered in the office to eliminate spikes and provide a 5–7 point floating average. Smoothed offshore data will be edited to a manageable size and merged with subaerial data.

Field data will be entered into CSE's beach profile analysis system (BPAS) and combined with historic profile data. Each profile will be checked for proper juxtaposition with previous surveys. Changes between the present survey and selected earlier surveys will be computed (similar to previous profile change analyses for the Town by CSE). Overall volume changes by reach will be computed by extrapolating unit-volume changes over representative shore lengths. CSE will evaluate the net direction and rate of sand transport to downcoast and upcoast reaches and will identify developing erosion trends where applicable. Changes occurring within the project area will be identified and CSE will discuss the project performance and condition of the closure dike and inlet.

The results of the survey will be presented in an annual report with graphics that illustrate the physical changes and place them in context. Annual reports will be submitted to regulatory and resource agencies to comply with project permits.

### **3.0 Aerial Photography**

Oblique aerial imagery will be collected off of the beach and shoals at low tide annually. Imagery will be used to offer visual depictions of the beach condition, dune condition, and shoal locations. Imagery will be placed side by side with historical images to offer easy-to-see comparisons of the present beach condition with historical conditions.

### **4.0 Annual Report**

CSE will assemble the results of each annual monitoring effort into a comprehensive technical report, similar to monitoring reports provided to the Town under the previous monitoring contract. Reports will document beach volume changes and dune condition and will identify potential concerns. Changes occurring in the project area will be described, and erosional hot spots will be identified. At the discretion of the Town, CSE will present findings of the annual monitoring to Town officials, the community, and/or resource agency officials at a schedule determined by the Town (one presentation in Kiawah/Charleston is assumed each year). [Note: CSE will also meet with owner's representatives at other times during each year around the time of field deployments and/or other times as opportunities occur.]

**ADDITIONAL SERVICES**

The work described in the scope of services (Task 1.0 through Task 4.0) does not include work in the following categories. Work in these categories or other services requested by the Town will be considered Additional Services.

If the Town wishes CSE to perform any of the following Additional Services, the Town shall so instruct CSE in writing and the Engineer will perform or obtain from others such services and will be paid therefore as provided in the Agreement for Services between the Town and the Engineer for Professional Services.

- Services resulting from significant changes in the general scope, extent or character of the project, or major changes in the documentation previously accepted by the Town where changes are due to causes beyond CSE's control.
- Providing renderings or models outside of what is presented in Tasks 1–4.
- Detailed consideration of operations, maintenance and overhead expenses; value engineering; and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals, and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories, or other specialized scientific testing, evaluations, or services not specifically included in the scope of services.
- Geotechnical engineering studies including sediment sampling, borings, and reports not specifically included in the scope of services.
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceedings except where required by the scope of services.
- Services of the independent cost estimator shall be Additional Services.



**PROJECT SCHEDULE**

The schedule is based on a start date of August 2021 for the services proposed herein. The schedule may be modified at the direction of the Town. An anticipated schedule is provided below.

<b>Date</b>	<b>Task#</b>	<b>Description</b>
August 2021	1	Initiate work under present proposal/finalize plan with the Town
Oct 2021	2	Condition Survey
Nov-Dec 2021	3	Oblique Aerial Imagery
Feb 2022	4	2021 report – End of Year 1 Services
Oct 2022	2	Condition survey
Nov-Dec 2022	3	Oblique Aerial Imagery
Feb 2023	4	2022 report – End of Year 2 Services
Oct 2023	2	Condition survey
Nov-Dec 2023	3	Oblique Aerial Imagery
Feb 2023	4	2023 report – End of Year 3 Services

## PROPOSED BUDGET

Table A provides an itemized budget estimate for CSE’s services for Tasks 1–4 as outlined herein. CSE agrees to perform the services on a time-and-expense basis according to the enclosed fee schedule. CSE prefers to enter into a multi-year agreement; however, should the Town need to commit to services on a year-by-year case, the budget described below will be applied on a per-year basis. Reimbursables will be billed at cost.

CSE reserves the right to request a modification in the budget in the event the budget estimates significantly underestimate the professional time requirements. Should the Town require additional services, CSE will provide a quote prior to performing the work. CSE will endeavor to provide services as efficiently as possible while meeting the standards of professional practice required for the project.

**Table A.** Proposed fees and reimbursable expenses for services under Tasks 1–4. [Aggregate totals for three years followed by estimated annual costs.]

Task #	Task Description	Task Fee
1	Planning, Communication, Liaison	\$23,640
2	Annual Beach Condition Survey (3)	\$29,040
3	Aerial Photography (3 oblique)	\$6,720
4	Annual Report (3)	\$32,160
1-4	Labor Subtotal - Tasks 1-4	\$91,560
	In Office Expenses - Tasks 1-4	\$4,578
	Direct Expenses - Tasks 1-4	\$17,832
	<b>Total Project Tasks 1–4 (3 years)</b>	<b>\$113,970</b>
	<i>Cost of Annual Services for Each Year</i>	<i>\$37,990</i>

**FEE SCHEDULE***[Effective through 31 January 2022]*

The fee for CSE services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by CSE unless otherwise stated in the proposal. All rates are listed in U.S. dollars.

Fees by task are based on estimated numbers of person-days to accomplish the scope of services detailed herein. In-office expenses include communication, copying, insurance (etc) and are charged as a percentage of fees rather than separate itemization. Direct expenses include travel (standard U.S. government mileage rate), lodging and per diem, 4-by-4 beach vehicle rental at \$120/day, survey boat rental at \$500/day, RTK-GPS rental at \$400/day, fuel and dockage at cost, sediment testing at \$60/sample, and field supplies at cost.

<b>PERSONNEL</b>	<b>Staff Category</b>	<b>Hourly Rate</b>
	Principal	140.00
	Coastal Engineer/Project Manager	120.00
	Sr Technical Associate/Coastal Scientist	90.00
	Technical Staff (CAD)	80.00
	Tech–Field Assistants	60.00

**Type of Contract Desired:** Time and expense for the services described herein at a total not to exceed one hundred thirteen thousand, nine hundred and seventy dollars (\$113,970) for Tasks 1–4 over three years.

**Billing Schedule:** CSE will invoice monthly for services performed the prior month with an itemization of direct expenses. Invoices will be pro-rated according to fees and expenses inside and outside the project limits. CSE reserves the right to transfer funds between tasks so as to accomplish the work in an expeditious manner, provided the total cost of services does not exceed the indicated budget.



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## **WAYS AND MEANS**

### **Agenda Item**



# Request for Ways and Means Action

**TO:** Ways and Means Chair and Members of Council

**FROM:** Brian Gottshalk, Public Works Manager

**SUBJECT:** Request to Extend Island Beach Services Contract as Amended

**DATE:** 25 January 2021

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## **BACKGROUND:**

Beach Patrol is instrumental in making sure that the beach is kept clean and safe year-round. Members of the beach patrol are present daily to enforce Town ordinances, educate guests on the island's history and wildlife, and to keep a watchful eye on residents and guests partaking in beach and water activities. The current contractor, Island Beach Services, LLC has had a contract with The Town since October 2009, with the last contract renewal being awarded in February 2017.

## **ANALYSIS:**

Island Beach Services, LLC has fulfilled the three (3) year contract extension along with the first one (1) year contract extension that expires February 6, 2021. Island Beach Services, LLC seeks to be awarded the second one (1) year extension to the contract to expire February 6, 2022. Further, Island Beach Services, LLC wishes to have the extension awarded with amendments made discussed with Town staff. These amendments include deferring the responsibility to purchase and outfit their staff with the required Automatic External Defibrillators (AEDs). With the responsibility being put on the contractor, the contract sum will be amended to reflect this change. The contract sum would increase by \$11,842.85 (\$2,368.57 per unit for five (5) units).

## **ACTION REQUESTED:**

Town Staff requests that the Ways and Means Committee recommend to Town Council the approval of the contract extension for Island Beach Service, LLC as amended.

## **BUDGET & FINANCIAL DATA:**

If approved, the current contract sum with Island Beach Services, LLC would increase by \$11,842.85.

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# Barrier Island Ocean Rescue

32 Sora Rail Road  
Kiawah Island, SC 29455  
www.BeachPatrolSC.org

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## Members of the Committee:

Island Beach Services, LLC dba Barrier Island Ocean Rescue would like to execute the final one (1) year extension of the current contract for Beach Patrol services for the Town of Kiawah Island with the following amendment:

Currently, the Town is required to provide the contractor with only two pieces of operational equipment as outlined in contract section 5, paragraph D and F:

- D. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact and allow the contractor to communicate with other first responders.
- F. Automatic External Defibrillator (AED) will be supplied by the Town.

Beach Patrol currently has three Town issued AEDs manufactured in 2005. No additional AEDs were purchased when the Town added two additional Beach Patrol Units in 2009. In order to comply with the current United States Lifesaving Association (USLA) agency requirements, a total of five AEDs are needed, one for each of the five patrol units. Due to continual technological and cardiac science updates, the three AEDs supplied by the Town in 2005 are obsolete.

Island Beach Services would like to recommend that the contract be amended to require the Contractor to supply and maintain the AEDs and the contract amount be adjusted by \$11,842.85 (\$2,368.57 per unit) to offset the cost of five (5) new AEDs (three replacement AED's and two additional AEDs):

- 8513-001103-01 AED 3 Semi-Automatic AED for Professionals and First Responders by ZOLL Medical
- 8000-001254 Large Rigid Plastic Carry Case for ZOLL AED 3

The proposed adjusted contract total is **three hundred thirty-two thousand six hundred seven dollars (\$332,607.00)**.

Respectfully,

Robert Edgerton

A handwritten signature in blue ink, appearing to read "Robert A. Edgerton".

Michael Sosnowski

A handwritten signature in black ink, appearing to read "Michael Sosnowski".

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )  
   )  
   )  
   )  
\_\_\_\_\_ )

**AMENDMENT TO  
AGREEMENT BETWEEN THE  
TOWN OF KIAWAH ISLAND  
AND  
ISLAND BEACH SERVICES, LLC dba  
BARRIER ISLAND OCEAN RESCUE**

**WHEREAS**, the Town of Kiawah Island and Island Beach Services, LLC dba **Barrier Island Ocean Rescue** entered into an agreement on **February 4, 2020** for the purpose of providing Beach Patrol services.

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

1.     **TERM:** This agreement shall be extended for an additional one-year term commencing on February 7, 2021 and expiring on February 6, 2022.
2.     **AGREEMENT AMOUNT:** The agreement amount shall be amended to Three hundred thirty-two thousand six hundred seven dollars (\$332,607.00) per annum.
3.     **SCOPE OF WORK:** Item F shall be amended as follows: Automated External Defibrillators (AEDs) will be supplied and maintained by the Contractor
4.     **EFFECTIVE DATE:** This agreement shall be effective on February 7, 2021.

All other provisions of the agreement entered into on February 4, 2020 remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment this 2<sup>nd</sup> day of February 2021.

**WITNESSES**

**Town of Kiawah Island**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:     John A. Labriola  
Its:     Mayor

**Island Beach Services**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:     Robert N. Edgerton  
Its:     Owner

STATE OF SOUTH CAROLINA)  
  
COUNTY OF CHARLESTON)

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

**THIS EXTENSION AGREEMENT** is made and entered into this 4<sup>th</sup> day of February, 2021, between the **TOWN OF KIAWAH ISLAND**, South Carolina (hereinafter "Town") and **ISLAND BEACH SERVICES, LLC dba Barrier Island Ocean Rescue** (hereinafter "Contractor");

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

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

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

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

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

**1. Objective**

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

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

**2. Schedule:**

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

**October 1 through Thursday before Easter**

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

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



**Friday before Easter through May 14**

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

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

**May 15 through Thursday before Memorial Day**

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

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

**Friday before Memorial Day through August 15**

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

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

**August 16 through Labor Day Monday**

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

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

**Tuesday After Labor Day through September 30**

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

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

**3. Agreement Amount:**

The agreement amount is ~~Three hundred twenty thousand seven hundred sixty-five~~ **Three hundred thirty two thousand six hundred seven** dollars (~~\$320,765.00~~ **\$332,607.00**) per annum. Contractor shall present an itemized invoice on or about the first of each month, beginning March 1, 202**1**. Town shall have fifteen days in which to pay invoice.

**4. Term:**

This Extension Agreement shall be for a term of one (1) year commencing on the 7<sup>th</sup> day of February, 202**1** and expiring on the 6<sup>th</sup> day of February 202**2** ~~with the option of one (1) one-year extension.~~

**5. Scope of Work:**

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

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

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

## 6. Qualified Employees:

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

**B. Supervisors**

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

**7. Appearance:**

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

**8. Liability and Insurance:**

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

**9. Termination:**

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

**10. Modification:**

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

## **11. Effective Date**

This agreement shall be effective February 7, 202<sup>1</sup>.



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## **WAYS AND MEANS**

### **Agenda Item**



# Request for Ways and Means Committee Action

**TO:** Ways and Means Chairman and Committee Members

**FROM:** Brian Gottshalk, Public Works Manager

**SUBJECT:** Request to Extend Tidal Trails Franchise Agreement

**DATE:** 25 January 2021

---

## **BACKGROUND:**

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

## **ANALYSIS:**

Tidal Trails has requested to enter into the second one (1) year extension of their contract that currently terminates on February 6th, 2021. There is no request to amend any part of the agreement.

## **ACTION REQUESTED:**

Town Staff requests that the Ways and Means Committee recommend to Town Council the approval of the extension to the Tidal Trails franchise agreement.

## **BUDGET & FINANCIAL DATA:**

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

**From:** Duane Lapp <[captduane1@aol.com](mailto:captduane1@aol.com)>

**Sent:** Wednesday, January 13, 2021 9:44 AM

**To:** Brian Gottshalk <[bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org)>

**Subject:** Re: Franchise Agreement Extension

Brian, yes I would like to extend the franchise agreement please. I hope all is well and am looking forward to a great 2021.

Thanks

Duane Lapp

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )  
)  
\_\_\_\_\_)

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

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

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

1. **TERM:** This agreement shall be extended for an additional one-year term commencing on February 8, 2021 and expiring on February 7, 2022.
2. **EFFECTIVE DATE:** This agreement shall be effective on February 8, 2021.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment this 2<sup>nd</sup> day of February 2021.

**WITNESSES**

**Town of Kiawah Island**

\_\_\_\_\_  
\_\_\_\_\_

By: John D. Labriola  
Its: Mayor

**Watersports Unlimited. LLC.  
dba Tidal Trails**

\_\_\_\_\_  
\_\_\_\_\_

By: Duane Lapp  
Its: Owner



STATE OF SOUTH CAROLINA    )  
COUNTY OF CHARLESTON        )       **FRANCHISE AGREEMENT BETWEEN  
THE TOWN OF KIAWAH ISLAND  
AND WATERSPORTS UNLIMITED, LLC  
dba TIDAL TRAILS**

AGREEMENT, entered into this 7<sup>th</sup> day of February, 2017, by and between the **TOWN OF KIAWAH ISLAND** (hereinafter the "Town") and **WATERSPORTS UNLIMITED, LLC** **aba TIDAL TRAILS** (hereinafter the "Franchisee").

**WHEREAS**, the Franchisee, which maintains a business address at 2737 Brian's Dairy Road, Johns 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 "A" of 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 7th day of February 2017, and expiring on the 6th day of February 2020 with a option of two (2) one (1) year extensions. 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 7:00 AM and 8:00 PM.

**3. 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, in the following area:

- A. In front of the Sandcastle Community Center (Property Owners Pool)

**4. 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 Uniforms must be worn at all times while on duty and must be clean and neat in appearance.
- C. Franchisee and employees are prohibited from consuming alcoholic beverages while on duty during the designated hours of operation.
- D. Franchisee and employees shall 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) Surf kayaks shall be stored neatly under or immediately adjacent to the

Sandcastle Community Center beach walkover when not in use.

Surfboards shall also be stacked neatly when not in use and must be removed from the beach at the end of each day.

- 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.

**5. FRANCHISE CONSIDERATION:**

During the term of this agreement, including any renewal term, an annual franchise fee of \$100; payable on the anniversary date of the agreement and an annual business license fee shall be obtained.

**6. 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. 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.

**7. 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.

**8. 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 Tidal Trails 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 Tidal Trails, and the methods utilized by Tidal Trails, 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 Tidal Trails shall have any benefit, status or right of employment with the Town of Kiawah Island, South Carolina.



**9. 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.


**10. EFFECTIVE DATE:** This agreement shall be effective February 7, 2017.

**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: Craig E. Weaver  
Its: Mayor

**TIDAL TRAILS**

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
By: Duane Lapp  
Its: Owner

## **EXHIBIT "A" TO FRANCHISE AGREEMENT**

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

Floats/Body Boards

Surfboards

Sea Kayaks, Sit-on-top 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 and at a safe location.



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## **WAYS AND MEANS**

### **Agenda Item**



# REQUEST FOR WAYS AND MEANS COMMITTEE ACTION

**TO:** Ways and Means Chairman and Committee Members  
**FROM:** Bruce D. Spicher  
**SUBJECT:** Air purification approval  
**DATE:** January 25, 2021

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## **BACKGROUND:**

The air purification system was approved during a first reading at the December council meeting. However, the vendor promotion we were being offered is no longer available. The new price for the system is **16,744.00**.

## **ANALYSIS:**

The air purification system is a whole building ionization system that removes all airborne contaminants and viruses, including COVID-19. The cost of the system is refundable by the COVID-19 initiative.

## **ACTION REQUESTED:**

Approval for funding the project.

## **BUDGET & FINANCIAL DATA:**

The amount of \$16 744.00 was included in Budget Amendment





5915 Loftis Rd, Hanahan, SC 29406  
843-747-6700 Fax 843-554-5377  
[www.berkeleyheating.com](http://www.berkeleyheating.com)

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January 13, 2021

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

Re: Air Purification Systems

We will furnish and install the following:

- 21 I-wave ion generators for killing viruses and bacteria.
- All required duct connections, equipment connections and wiring.
- All required labor, manuals, start up, taxes and testing.
- Kiawah Island permit.
- One year parts and labor warranty

**Total Investment: \$16,744.00**

Respectfully submitted,

Accepted \_\_\_\_\_

Gordon Dinger  
President

Date \_\_\_\_\_

Proposal good for 45 days.



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## **WAYS AND MEANS**

### **Agenda Item**



# Request for Ways and Means Committee Action

**TO:** Mayor and Members of Town Council

**FROM:** Brian Gottshalk, Public Works Manager

**SUBJECT:** Request to Purchase New Radios for Town Staff and Beach Patrol

**DATE:** 25 January 2021

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## **BACKGROUND:**

Communication is the key to transparency and coordination between team members and other entities. A very efficient way of communicating daily operations and emergency scenarios is through radios. Radios are used daily by Town Staff and Beach Patrol for communication and updates. Beach patrol uses them to receive information from The Town and other entities, and also to carry out their daily operations.

## **ANALYSIS:**

The current radios that are in circulation between The Town and Beach Patrol are between 12 and 15 years old. Not only are they past their peak operating capacity, they are not serviceable for repairs. This means that when a radio breaks, that is one less radio that is in circulation. There have been two radios that have gone out of commission since the beginning of the summer.

After initial discussion at the Ways and Means Committee meeting last October, the committee asked that there be further vetting and confirmation on the radio type, capabilities, and quantity. For the type and capabilities, the Radio Communications Manager for Charleston County confirms his recommendation that these radios will meet the needs of Town Staff and Beach Patrol. These radios will be able to receive traffic from dispatch as well as communicate with Kiawah and County entities on the Kiawah Incident Channel. To purchase radios with the extra level of encryption would give The Town access to a Sheriff's Office channel on which The Town is not authorized to communicate.

Since the last radio purchase, Beach Patrol has expanded their staffing and number of patrol units on the beach. As for the request to purchase ten (10) radios for Beach Patrol, the 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

The unit price for the Town Staff radios is \$2,381.19 which brings to total to \$5,078.88 after adding the batteries and charging stations for two (2) radios.

The unit price for the Beach Patrol radios is \$4,709.52 Which brings the total to \$54,220.20 after adding batteries, lapel adapters, and charging stations for ten (10) radios.

After the programming fee and estimated tax, to total comes out to approximately \$66,491.68.

**ACTION REQUESTED:**

Town Staff requests that the Ways and Means Committee recommend to Town Council to approve the purchase of twelve (12) new radios for certain members of Town Staff and Beach Patrol.

**BUDGET & FINANCIAL DATA:**

The amount of \$66,491.68 was approved in the Budget Amendment. The Beach Patrol radios are able to be purchased through the Local Accommodations Tax fund and the Town Staff radios would be purchased through the General Fund.



Quote Number: QU0000515467

Effective: 22 OCT 2020

Effective To: 13 MAR 2021

**Bill-To:**

KIAWAH ISLAND, TOWN OF  
4475 BETSY KERRISON PKWY  
JOHNS ISLAND, SC 29455  
United States

**Ultimate Destination:**

KIAWAH ISLAND, TOWN OF  
4475 BETSY KERRISON PKWY  
JOHNS ISLAND, SC 29455  
United States

**Attention:**

**Name:** Brian Gottshalk  
**Phone:** (843) 768-9166

**Sales Contact:**

**Name:** Wes Porter MR  
**Email:** wesporter@callmc.com  
**Phone:** 8437443780

**Contract Number:** SC contract 4400021163

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	\$3,265.00	\$2,381.19	\$4,762.38
1a	2	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)			
1b	2	QA03399AB	ADD: ENHANCED DATA			
1c	2	QA09008AA	ADD: GROUP SERVICES			
1d	2	QA06765AA	ALT: IMPRESS LI-ION 3000MAH			
1e	2	QA04096AA	ENH: P25 TRUNKING			
1f	2	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
1g	2	H885BK	ADD: 3Y ESSENTIAL SERVICE			
2	2	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	\$135.00	\$101.25	\$202.50
3	2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$76.00	\$57.00	\$114.00
4	10	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$6,506.00	\$4,709.52	\$47,095.20
4a	10	H38BT	ADD: SMARTZONE OPERATION			
4b	10	Q361AR	ADD: P25 9600 BAUD TRUNKING			
4c	10	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
4d	10	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
4e	10	QA03399AA	ADD: ENHANCED DATA			
4f	10	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION			
4g	10	QA09008AA	ADD: GROUP SERVICES			
4h	10	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
4i	10	H885BK	ADD: 3Y ESSENTIAL SERVICE			
4j	10	QA02006AA	ENH: APX6000XE RUGGED RADIO			
4k	10	QA01427AB	ALT: IMPACT GREEN HOUSING			
5	10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$123.75	\$1,237.50
6	10	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN	\$616.00	\$462.00	\$4,620.00
7	10	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	\$169.00	\$126.75	\$1,267.50
8	12	HKVN4820A	3YR PREPAID DMS ADVANCE RM SUBSCRIPTION	-	-	-

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
9	12	HKVN4821A	3YR PREPAID DMS ADVANCE RM LICENSE	\$96.00	\$96.00	\$1,152.00
10	600	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$600.00
(Notes)SUBSCRIBER PROGRAMMING						
Estimated Tax Amount						\$5,440.60
Total Quote in USD						\$66,491.68

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



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## **WAYS AND MEANS**

### **Agenda Item**



# Memorandum

**TO:** Chair and Members of Ways and Means Committee

**FROM:** Dorota Szubert, Town Treasurer

**SUBJECT:** Budget Report for the First Six Months Ended 12/31/2020

**DATE:** 1/25/2021

## Overview:

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

As of December 31, 2020, the Town's governmental funds combined have ending fund balance of approximately \$17.3M, a decrease of approximately \$1.6M from June 30, 2020, related to repayment of GO bond. Of this amount approximately 55%, or \$9.5M is available for spending at the Town's discretion (unassigned fund balance).

Due to uncertainties related to COVID-19 pandemic, the Town 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 our projections. The only revenue source that falls below the budget is interest revenue. Overall, consolidated revenues of \$3.6M were approximately \$343K or 10% higher than budgeted.

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



Town of Kiawah Island

Balance Sheet - Governmental Funds  
Unaudited  
Modified Cash Basis  
December 31, 2020

	GENERAL FUND	SPECIAL FUNDS COMBINED	CAPITAL FUND	TOTAL FUNDS
<b>ASSETS</b>				
Cash and Cash Equivalents	\$ 9,543,015		\$ -	\$ 9,543,015
Cash and Cash Equivalents, Restricted	-	3,459,576	6,237,674	9,697,250
Accounts Receivable	173,239	-	-	173,239
Prepaid Item	-	-	-	-
<b>TOTAL ASSETS</b>	<b>9,716,254</b>	<b>3,459,576</b>	<b>6,237,674</b>	<b>19,413,503</b>
<b>LIABILITIES</b>				
Accounts Payable and Accrued Liabilities	46,049	-	1,673,899	1,719,948
Municipal Court Fines and Assessments Payable	-	-	-	-
Unearned Revenue	8,629	240,000	-	248,629
<b>TOTAL LIABILITIES</b>	<b>54,678</b>	<b>240,000</b>	<b>1,673,899</b>	<b>1,968,577</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable Revenue	137,805	-	-	137,805
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>137,805</b>	<b>-</b>	<b>-</b>	<b>137,805</b>
<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<b>192,483</b>	<b>240,000</b>	<b>1,673,899</b>	<b>2,106,382</b>
<b>FUND BALANCES</b>				
Restricted:				
Tourism Related Expenditures & Capital Improvements	-	3,219,576	4,563,775	7,783,350
Victims' Assistance	-	-	-	-
Unrestricted	9,523,771	-	-	9,523,771
<b>TOTAL FUND BALANCES</b>	<b>9,523,771</b>	<b>3,219,576</b>	<b>4,563,775</b>	<b>17,307,121</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 9,716,254</b>	<b>\$ 3,459,576</b>	<b>\$ 6,237,674</b>	<b>\$ 19,413,503</b>

Town of Klawah Island  
Budget to Actuals  
For the Six Months Ended 12/31/20  
Modified Cash Basis /Unaudited

	Quarter			Fiscal YTD		
	ACTUALS	AMENDED BUDGET	VARIANCE	YTD ACTUALS	TOTAL AMENDED BUDGET	VARIANCE
<b>Revenue:</b>						
Building Permits	\$ 263,508	\$ 166,123	\$ 97,385	\$ 429,631	\$ 332,247	\$ 97,385
Business Licenses	91,049	80,000	11,049	256,049	250,000	6,049
STR Application Fees	20,696	20,000	696	40,696	40,000	696
Franchise Fees	104,522	100,000	4,522	254,522	255,000	(478)
Local Option Tax	235,771	86,399	149,373	331,898	313,020	18,878
State ATAX	836,133	397,396	438,737	836,133	729,646	106,487
Local ATAX	346,951	319,428	27,524	503,590	390,872	112,718
County ATAX	-	-	-	-	-	-
Hospitality Tax	168,607	139,712	28,895	228,943	190,827	38,116
Environmental Services	40,757	50,000	(9,243)	590,757	590,000	757
Intere	13,985	35,000	(21,016)	27,969	70,000	(42,031)
Other	49,490	20,000	29,490	84,490	80,000	4,490
<b>Total Revenue</b>	<b>2,171,469</b>	<b>1,414,057</b>	<b>757,412</b>	<b>3,584,678</b>	<b>3,241,611</b>	<b>343,067</b>
<b>Expenses:</b>						
Salaries/Regular Employees	318,771	331,785	13,014	625,556	643,570	18,014
Overtime	(413)	875	1,288	462	1750	1,288
Benefits	100,577	102,594	2,017	198,171	205,188	7,017
Payroll Tax	35,695	38,386	2,690	58,081	62,771	4,690
<b>Employee Subtotal</b>	<b>454,630</b>	<b>473,640</b>	<b>19,009</b>	<b>882,270</b>	<b>913,279</b>	<b>31,009</b>
Public Safety/Payroll and Related/ Off Duty Deputies	134,696	119,754	(14,943)	244,450	219,507	(24,943)
Public Safety/CCSO Contract	89,927	86,470	(3,457)	89,927	122,940	33,013
STR Code Enforcement	136,045	132,145	(3,900)	208,189	194,290	(13,899)
Utilities & Supplies	51,130	66,336	15,206	67,466	82,672	15,206
Advertising	2,742	3,000	258	3,867	2,250	(1,617)
Communications	20,678	12,955	(7,723)	33,633	25,910	(7,723)
Waste Management	288,564	278,520	(10,044)	457,084	467,040	9,956
Insurance	-	-	-	138,777	140,556	1,779
Professional Services	39,519	27,750	(11,769)	67,269	60,500	(6,769)
Consultants	24,428	40,375	15,947	84,803	80,750	(4,053)
Maintenance	89,766	117,286	27,521	237,052	234,573	(2,480)
Travel	1,380	13,325	11,945	13,279	26,650	13,371
Rentals	10,614	10,250	(364)	20,864	20,500	(364)
Tourism & Recreations	313,478	330,000	16,522	463,478	511,786	48,308
Contributions	-	-	-	-	-	-
Other	3,472	10,000	6,528	65,208	73,473	8,265
<b>Capital Outlay:</b>						
Infrastructure	64,378	-	(64,378)	64,378	-	(64,378)
Landscaping	-	-	-	-	500,000	500,000
Other	-	-	-	-	-	-
<b>Debt Service</b>	<b>1,673,899</b>	<b>1,673,899</b>	<b>-</b>	<b>2,020,305</b>	<b>2,025,916</b>	<b>5,611</b>
<b>Total Expenses</b>	<b>3,399,346</b>	<b>3,395,704</b>	<b>(3,642)</b>	<b>5,162,299</b>	<b>5,702,591</b>	<b>540,292</b>
<b>Net Changes in Fund Balance</b>	<b>(1,224,235)</b>	<b>(1,981,647)</b>	<b>757,412</b>	<b>(1,577,621)</b>	<b>(2,460,980)</b>	<b>(147,993)</b>

Town of Kiawah Island  
FY2021 Budget Amendment  
All Funds Consolidated  
Cash Basis

	Approved Budget FY2021	Amended Budget FY2021
<b>Revenues:</b>		
Building Permits	664,493	\$ 664,493
Business Licenses	2,267,184	2,267,184
Franchise Fees	856,184	856,184
Local Option tax	472,073	602,567
State ATAX	1,356,025	1,688,275
Local ATAX	734,510	858,938
County ATAX	-	-
Hospitality Tax	411,357	457,985
Solid Waste Fees	600,000	600,000
Interest	312,500	140,000
Other	160,000	160,000
<b>Total Revenue</b>	<b>7,834,325</b>	<b>8,295,626</b>
<b>Expenses:</b>		
Salaries	1,273,140	1,287,140
Overtime	3,500	3,500
Benefits	380,376	390,376
Payroll Tax	125,543	125,543
<b>Employee Subtotal</b>	<b>1,782,559</b>	<b>1,806,559</b>
Public Safety/Payroll and Related Cost/ Off Duty	439,014	439,014
Public Safety/CCSO Contract	345,880	345,880
STR Code Enforcement	288,580	288,580
Utilities & Supplies	265,343	265,343
Advertising	4,500	4,500
Communications	51,820	51,820
Waste Management	1,034,080	1,034,080
Insurance	140,556	140,556
Professional Services	111,000	111,000
Consultants	61,500	161,500
Maintenance	453,160	469,145
Travel & Training	53,300	53,300
Rentals	41,000	41,000
Tourism & Recreations	1,507,172	1,523,572
Contributions	150,000	150,000
Other	246,945	246,945
Capital Outlay:		
Infrastructure and Landscaping	500,000	500,000
Vehicles	-	-
Other	-	66,544
Debt Service	357,916	2,025,916
<b>Total Expenses</b>	<b>7,834,325</b>	<b>9,725,254</b>
<b><u>Net Changes in Fund Balance</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ (1,429,628)</u></b>