

**MAYOR:**  
Bradley D. Belt

**TOWN ADMINISTRATOR:**  
Stephanie Tillerson

**TOWN ATTORNEY:**  
Stafford J. McQuillin III



**MAYOR PRO TEMPORE:**  
Russell A. Berner

**COUNCIL MEMBERS:**  
Dr. Michael Heidingsfelder  
E. Luke Farrell  
Madeleine Kaye

**WAYS & MEANS COMMITTEE MEETING**  
**Municipal Center Council Chambers**  
**June 4, 2024, 10:00 am**

**AGENDA**

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
  - A. Minutes of the Ways and Means Committee Meeting of April 2, 2024 [Tab 1]
  - B. Minutes of the Ways and Means Committee Meeting of May 7, 2024 [Tab 2]
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Old Business:**

None
- VII. **New Business:**
  - A. Review and Recommendation to the Town Council for Approval of the New Building Services Fee Schedule [Tab 3]
  - B. Review and Recommendation to the Town Council for Approval of the Amendment to the Contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services [Tab 4]
  - C. Review and Discussion of the Draft Kiawah Resort Associates Franchise Agreement For the East Beach Club [Tab 5]
- VIII. **Chairman's Report:**
- IX. **Treasurer's Report:**
  - A. Monthly Budget Report [Tab 6]
- X. **Citizens' Comments:**
- XI. **Committee Member's Comments:**
  - A. Update on the repair and re-pavement of approximately 200 YDS of Leisure Trail along Beachwalker Drive
- XII. **Adjournment:**



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## **WAYS AND MEANS**

### **Agenda Item**

# WAYS & MEANS COMMITTEE MEETING

Municipal Center Council Chambers

April 2, 2024, 10:00 am

## Minutes

I. **Call to Order:** *Mayor Pro Tem Heidingsfelder called the meeting to order at 10:00 am.*

II. **Pledge of Allegiance**

III. **Roll Call:**

**Present at the Meeting:**

Michael Heidingsfelder, *Chairman*  
Russell Berner, *Committee Member*  
Brad Belt, *Committee Member*  
Madeleine Kaye, *Committee Member*

**Also Present:**

Stephanie Tillerson, *Town Administrator*  
Dorota Szubert, *Finance Director*  
Brian Gottshalk, *Public Works Manager*  
Micheal Nardelli, *Assistant Public Works*  
Daniel Vincent, *Planner One*  
Michael Gamble, *Wildlife Department*  
Sha'Ante Graham, *Communications*

IV. **Approval of Minutes:**

A. Minutes of the Ways and Means Committee Meeting of March 5, 2024

***Committee Member Kaye made a motion to approve the minutes of the March 5, 2024, Ways and Means Committee meeting. Committee Member Berner seconded the motion.***

***Following the notation of typographical errors forwarded to the Town Clerk, the motion was unanimously approved.***

V. **Presentation:**

A. MUSC Update - Tom Crawford

Mr. Tom Crawford, the Assistant Chief Operating Officer of MUSC Health, presented an update on the development of a freestanding emergency department and a medical office building. He highlighted the project's commitment to providing 24/7/365 emergency services for the Sea Islands community. He addressed that the relocation of the project to a new site across Seabrook Road was due to issues with the original parcel of land. He discussed working with Kiawah Partners, thanking them for their leadership and donation of the site at Seafields, along with the challenges and solutions related to construction, permitting, and needing help with the signage to ensure the visibility of the emergency department. He was hopeful to begin moving dirt in the month of June with the goal of having a topping-out ceremony in the fall of 2024 and completion in late 2025.

Mr. Crawford detailed the emergency department's services, including helicopter access for rapid transport to level-one trauma centers and the types of specialties available in the medical office building, which will depend on community demand.

In response to Committee Member Belt's questions, Mr. Crawford stated there were ongoing discussions with the Town of Seabrook to resolve the issue with access off of Seabrook Island Road

and that the facility's size has been reduced from the initial plan but assured the community that this would not compromise the emergency department's functionality. He indicated that the size of the medical office building increased significantly, raising construction costs and the need to operate the medical office building more efficiently by possibly scheduling different specialties at different times to serve the community better. Mr. Crawford also indicated he was open to exploring additional opportunities for expanding services based on community demand and sees the project as a new operational paradigm for future clinics.

**VI. Citizens' Comments (Agenda Items Only):**

None

**VII. Old Business:**

**A. Review and Recommendation to Town Council for the Approval of the Revised Proposal From EAS Professionals for Beachwalker Drive/Kiawah Island Parkway Consulting, Engineering, and Inspection Services**

Mr. Gottshalk stated the proposal for Consulting Engineering and Inspection (CE&I) services on the project at the intersection of Beachwalker Drive and Kiawah Island Parkway was presented at the last meeting. Initially, the sole bid received was \$55,750, which was considered high, and committee members requested to look into other options. After negotiation, the bidder, EAS Professionals, agreed to a not-to-exceed price of \$40,000 for the same scope of work. Despite reaching out to other firms, no additional bids were received due to staffing or time constraints.

***Committee Member Belt made a motion to recommend to the Town Council the approval of the Revised Proposal From EAS Professionals for Beachwalker Drive/Kiawah Island Parkway Consulting, Engineering, and Inspection Services. Committee Member Kaye seconded the motion.***

Committee Members discussed the new bid's value, industry standards, and the capabilities of other firms like Kimley Horn regarding material testing. The committee was informed that Kimberly Horn's local branch lacked the staff for material testing, but other branches could perform such tasks. The revised bid represents a savings of approximately \$15,750.00.

***Following the discussion, the motion to recommend the Town Council approve the bid from EAS Professionals was unanimously approved.***

**VIII. New Business:**

**A. Review and Recommendation to the Town Council for the Approval of the Fiscal Year 2024/2025 Charitable Grants Funding Amounts**

The meeting focused on reviewing and recommending Charitable Grant funding amounts for the fiscal year 2024-2025 to the Town Council. The Committee Members discussed the process for evaluating the applications they received, considering the two options for proceeding: reviewing each application individually or deciding as a group. Ms. Tillerson stated that a third option would be to allow staff to present their recommendations based on their evaluation of each applicant.

***Committee Member Berner made a motion to recommend to the Town Council the approval of the FY 2024-2025 Charitable Grant staff recommend funding amounts. Committee Member Kaye seconded the motion.***

During the discussion, Committee Member Benner highlighted the importance of adhering to the Town's guidelines, which require grants to support initiatives related to hunger, housing, and health. He noted that there were applicants that he felt did not fall within one of the three

categories. Chairman Heidingsfelder stated that these guidelines were reaffirmed last year after considering and ultimately deciding against including additional topics like environmental issues. The Committee decided to proceed by having staff present their recommendations for each charity and suggested funding amounts in a segmented approach, allowing for discussion and decision-making in stages.

Mr. Vincent stated that staff will briefly describe each charity along with a funding recommendation. He began by stating that the 2024 contribution requests for 18 applicants total \$208,813.00, with available funds of \$200,000.00 and staff recommendations totaling \$198,813.00.

Team 1, consisting of Ms. Reynolds and Mr. Vincent, reviewed funding recommendations for the first six charities, including Amore Healing Kitchens, Backpack Buddies, Seabrook Island, Barrier Island Free Medical Clinic, Bridges of Hope, Camp High Hopes, and Charleston Area Senior Citizens, recommending full funding for each based on their respective requests.

Concerns were raised about Camp High Hopes' alignment with the grant guidelines due to its religious mission statement and educational focus, which seemed inconsistent with housing, hunger, and health criteria. Questions about the late submission of Camp High Hopes' application were clarified, confirming it was not late. A representative from Camp High Hopes was invited to address the Council's concerns.

Mary Hill, representing Camp High Hope, clarified that although the camp is an outreach ministry of their church and aligns with its mission, it is not considered a religious organization. She stated that the summer camp focused on addressing deficiencies in reading and math and providing STEM (Science, Technology, Engineering, and Arts) activities for children, especially during the summer, to prevent learning loss. The camp charges a minimal fee and offers discounts for families with multiple children.

Concerns were raised about the camp fitting the criteria for support, but the explanations provided clarified the camp's educational focus and its separation from the church's mission, making some members more comfortable with supporting it. Additionally, Ms. Healy, also with Camp High Hope, stated that the camp provides nutritional support and engages children in safe and nurturing activities.

Chairman Heidingsfelder stated that the application for Charleston Area Senior Citizen Services, which aims to provide meals to seniors, did not stipulate that the funding would be used specifically on Johns and Wadmalaw Islands.

Ms. Cook, the Executive Director of Charleston Area Senior Citizen Services, indicated that the grant was specifically written to cover the clients on Johns and Wadmalaw Islands and ensure that the grant money would be used for its intended purpose.

Members agreed to approve the six staff funding recommendations from Team 1.

Team 2, consisting of Mr. Nardelli and Mr. Gamble, reviewed funding recommendations for the next six charities, including Charleston Area Therapeutic Riding, Feeding the Multitude, Kiawah Women's Foundation, Low Country Food Bank, New Webster JIP Food Pantry, and Operation Home. Based on their respective requests, Team 2 recommended full funding for each.

Members agreed to approve the staff grant recommendations, including those for food programs and critical home repairs from Team 2. Chairman Heidingsfelder stated he would abstain from voting on the Low Country Food Bank grant applications to avoid creating a conflict of interest.

Team Three, consisting of Ms. Szubert and Ms. Graham, reviewed the last six grant applicants, which included Operation Sight, Our Lady of Mercy Community Outreach, Sea Islands Blessing Basket, St. James Bethel AME Church, and the Paraclete Foundation of Holy Spirit Catholic Church, with grants ranging from \$5,000 to \$30,000.

These organizations focus on community needs such as vision restoration, community empowerment, food distribution, home repairs, and grocery support for low-income families on Johns and Wadmalaw Islands. The application from the First Serve Foundation, an after-school tennis program, was submitted under the health focus. However, they did not recommend funding, despite it having an educational component, due to the grant being allocated to the purchase of iPads and hot spots not aligning with the three Hs, despite some Committee Members expressing interest in reconsidering this decision due to the health benefits of tennis and its direct correlation to academic success. Following the discussion, Members decided to stay with the staff's recommendation for not funding.

Members agreed to approve the staff grant recommendations from Team 3.

***Following the presentations and discussions, the motion to recommend to the Town Council the approval of the FY 2024-2025 Charitable Grant staff recommend funding amounts was unanimously passed.***

**B. Review and Recommendation to the Town Council for the Approval of Solid Waste Fees**

Ms. Szubert stated that the recommendation for the approval of solid waste fees was discussed at the last meeting, but the request was tabled with members requesting an exploration of other options. A new approach to solid waste collection fees was proposed, aiming to apply the cost of curbside service (\$288) to all services, with a \$25 administrative fee deduction. This change would result in the town contributing an additional \$215,000 annually to garbage collection, totaling \$640,000. The proposal also noted that rental properties and businesses would bear the full cost of their waste collection, and the Town covers garbage collection on the beach and some public solid waste stations, costing about \$100,000 and \$153,000, respectively.

***Committee Member Berner made a motion to recommend to the Town Council the approval of the proposed solid waste fees. Committee Member Kaye seconded the motion.***

Chairman Heidingsfelder pointed out that the proposed fees would deviate from prior Councils' decision to provide a 50% discount benefit to those requesting extra services, moving to provide a 100% discount benefit minus the administrative cost.

Members discussed Ms. Szubert's scenarios, clarifying the costs for each service with the benefit applied and simplifying the rate structure to avoid community confusion.

***Following the discussion, the motion was unanimously approved.***

**C. Review and Recommendation to the Town Council for the Approval of the AirMedCare Network Contract Renewal**

Members reviewed and recommended the renewal of the AirMedCare network contract. Ms. Tillerson stated that the contract to provide air medical transport benefits has been provided to the community since 2016 and comes as a recommendation from the Public Safety Committee.

**Committee Member Belt made a motion to recommend to the Town Council the approval of the AirMedCare Network contract renewal. Committee Member Kaye seconded the motion.**

Members emphasized the importance of communicating the benefits of this service and the option for residents to obtain nationwide coverage through membership.

**Following the discussion, the motion was unanimously approved.**

**D. Review and Recommendation to the Town Council for the Approval of the Proposal for the Installation of the Electric Vehicle (EV) Charging Stations**

Chairman Heidingsfelder stated the proposal was one of the outcomes of the Kiawah Grows Green initiative. Mr. Nardelli and Mr. Gottshalk worked very hard on the very complex topic. Mr. Nardelli, now recognized as an expert on EV charging stations, led the effort in analyzing and recommending options and considering various vendors and service providers. The Council has yet to decide on pricing for the use of the stations, different rates for property owners versus guests, and operation hours due to safety concerns. These issues were to be addressed at the Town Council retreat, now postponed to May, but the aim is to have the installations completed before July 4th. The current focus is on deciding to purchase and install the equipment.

Mr. Nardelli introduced a proposal for installing electric vehicle (EV) charging stations. A community-wide EV survey conducted in 2023 highlighted the public's desire for charging stations in addition to their residences, and the Town, owning property with the necessary infrastructure, also saw this as an opportunity to address the need for additional parking.

Mr. Nardelli reviewed the steps in the project, which included picking the locations, deciding on a suitable EV charging manufacturer, and selecting an electrical installation company. Blink EV Charging was chosen as the vendor for their technology and services, including the Series Seven Level 2 Chargers. After a bidding process, several bids were received - Loop Electric, Apex Solar, and Subaru Solutions were considered for installation based on their reputations. Apex Solar provided the lowest bid for installation.

Staff is requesting the recommendation for the approval to purchase two (2) Series Seven Plus charging stations for \$14,300.00 and for Apex Sola Tel, LLC to complete the installation for \$88,590.00. After a \$25,000.00 grant from Berkeley Electric Cooperative, the total project cost will be \$77,890.00.

**Committee Member Belt made a motion to recommend to the Town Council the approval of the Proposal for the Installation of Electric Vehicle (EV) Charging Stations. Committee Member Berner seconded the motion.**

Committee Member Berner raised concerns about flood elevation, insurance costs, security, and operational hours. The goal is to avoid creating an ongoing operating loss for the Town.

Ms. Charlotte Waters from Blink Charging provided insights into the system's capabilities, pricing options, and integration with existing fleet management systems. The discussion covered the potential to set different rates for Town fleet vehicles, residents, and service providers and the flexibility to adjust access and pricing.

Plans are to debate and decide on the specific usage and pricing strategies at a May retreat.

Additionally, there was a discussion about the Town's current electric vehicle (EV) fleet percentage of 5% and future goal of 30%, the demand for EV charging among residents, with 280 electric vehicles on the island, and the preferred location for the charging stations was at Town Hall.

***Following the discussion, the motion to recommend the approval of the Proposal for the Installation of Electric Vehicle (EV) Charging Stations was unanimously approved.***

**E. Review and Recommendation to the Town Council for the Approval of the Proposal from Artigues for Landscape Enhancements on Kiawah Island Parkway**

Mr. Gottschalk stated that in April of last year, the Town Council approved a contract with Outdoor Spatial Design (OSD) for landscape design services in various areas of the town property. Part of the proposal was to create a design improvement plan for a portion of the Kiawah Island Parkway from the roundabout to the first Freshfields entrance excluded from the original parkway landscape project.

OSD completed the design for this area and submitted the plans to our landscape contractor, Artigues, so that they could put together pricing for this work. Artigues submitted a price of \$124,500.00 for the planting enhancements, site prep, and any necessary modifications to irrigation that the new design will require, which falls within the pre-approved budget and is deemed competitive. The enhancements aim to bring the Parkway's appearance up to standard with other areas.

***Committee Member Belt made a motion to recommend to the Town Council the approval of the Proposal from Artigues for Landscape enhancement on the Kiawah Island Parkway. Committee Member Kaye seconded the motion.***

During the discussion, Members expressed concerns about the cost and necessity of a landscaping project involving the addition of dwarf palms and breeze grass along a certain stretch, questioning its value compared to its high cost of \$124,000.00. The discussion shifted towards potentially reallocating funds to address issues on the leisure trail, which had been affected by recent rain events. Water stood on the trail, forcing people onto the road, suggesting that fixing the drainage or elevating the trail might be a more pressing need.

***Following the discussion, the motion to approve the landscaping project was disapproved by a 4-0 vote.***

**F. Review and Recommendation to the Town Council for the Truck Rental for Solid Waste Services**

Mr. Gottshalk stated that the new solid waste contractor, Trident Waste, after negotiations with the current contractor, Carolina Waste, would begin as of May 1, 2024, rather than July 1, 2024. This required Trident to rent a truck for a month at \$12,900.00 because their equipment would not be ready by the new start date.

***Committee Member Berner made a motion to discuss recommending to the Town Council the truck rental for solid waste services. Committee Kaye seconded the motion.***

During the discussion, concerns were raised about potentially double-paying for the truck rental through the contract rates, which were supposed to cover equipment costs.

***Chairman Heidingsfelder made a motion to recommend to the Town Council the approval of the truck rental cost, conditional on ensuring that the Town would only pay the fair difference of the***

**rental cost not already covered by the contract rates. Committee Kaye seconded the motion, and it was unanimously approved.**

**IX. Chairman’s Report:**

None

**X. Treasurer’s Report:**

**A. Fiscal Year 2024-2025 Budget Discussion – Expenditures**

Ms. Szubert began the discussion of the upcoming budget by highlighting significant increases in expenditures compared to the current year and adjustments needed to accommodate these changes. Key points included a 26% increase in overall expenditures, amounting to \$33.1 million more than the current year's projections and \$3.7 million more than the previous fiscal year. Major contributors to this increase were identified, including the addition of new staff positions, with a particular emphasis on a proposed new revenue auditor position in the finance department expected to generate additional revenue through compliance checks on business licenses. The budget also accounted for salary adjustments, retirement fund increases, and a significant rise in insurance and waste management costs due to new contracts. Additionally, there were notable increases in costs related to power, employment hours, and tourism and recreation, including funds allocated for arts, cultural initiatives, and environmental conservation efforts. Capital expenditures were discussed, with plans for Town extension, vehicle replacements, and the introduction of electric vehicle charging stations. Despite these increases, the budget presentation concluded with an overview of the general fund deficit, which would require balancing from reserves. However, she reassured the committee that the Town would still end the fiscal year with a healthy fund balance.

During the discussion, concerns were raised about the projected 40% increase in labor costs over three years (2023-2025), attributed mainly to staff growth and inflation impacting salaries and benefits. A request for additional headcount, including a revenue auditor and two interns, was discussed, emphasizing the need for approval and budget inclusion. The conversation also touched on the importance of transparently addressing the general fund deficit, potentially funded by reserves and the strategic allocation of capital requests. Members agreed on the necessity of a holistic review of the Town staff size and priorities, possibly during a retreat, to ensure alignment with community needs and financial sustainability. Additionally, discussions included the annual traffic count's cost and frequency, suggesting a possible reduction in scope or frequency to save funds, pausing the Kiawah River Bridge Access design project, and the need for two new Town vehicles.

**B. Monthly Budget Report**

Ms. Szubert presented the Town’s Budget to Actual Report for the first eight months ended 2/29/2024. The Budget to Actual Report is compiled on a cash basis, and all the funds are consolidated. The original budget was amended on February 6, 2024, to adjust the totals to the current projections.

Overall, for the first eight months, the Town’s consolidated revenues of \$10.4 million are 17%, or \$1.8 million, higher than YTD for the last fiscal year, FY2023, and are 67% of the total amended budgeted revenues for the current year. Overall, the revenues are within the budget, with the Building Permits from Special Projects and Interest Income higher than originally budgeted and amended for the estimated increase.

With almost 70% of the year lapsed, the expenditures of \$6.6 million are 1% or 35,000 higher than for fiscal year FY2023 and 39% of the current year budget. The majority of the expenditures are reasonable and in line with the amended budget, with the exception of the non-budgeted cost of \$38,000 for the recent storm cleanup.

**XI. Citizens' Comments:**

None

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

None

**XIII. Adjournment:**

*Committee Member Belt made a motion to adjourn the meeting at 12:34 pm. Committee Member Berner seconded the motion, and it was unanimously approved.*

Submitted by,

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

\_\_\_\_\_  
Date

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## **WAYS AND MEANS**

### **Agenda Item**

# WAYS & MEANS COMMITTEE MEETING

Municipal Center Council Chambers

May 7, 2024, 10:00 am

## AGENDA

- I. **Call to Order:** *Mayor Pro Tem Heidingsfelder called the meeting to order at 10:00 am.*
- II. **Pledge of Allegiance**
- III. **Roll Call:**

**Present at the Meeting:** Michael Heidingsfelder, *Chairman*  
Brad Belt, *Mayor*  
Russell Berner, *Committee Member*  
Luke Farrell, *Committee Member*  
Madeleine Kaye, *Committee Member*

**Also Present:** Stephanie Tillerson, *Town Administrator*  
Dorota Szubert, *Finance Director*  
John Taylor, Jr., *Planning Director*  
Brian Gottshalk, *Public Works Manager*

The meeting began with Chairman Heidingsfelder welcoming Luke Farrell, the newest member, and congratulating him on his recent election victory.

- IV. **Approval of Minutes:**
  - A. Minutes of the Ways and Means Committee Meeting of April 2, 2024

The April 2, 2024 meeting minutes were deferred to the next meeting.

- V. **Citizens' Comments (Agenda Items Only):**

None

- VI. **Old Business:**

None

- VII. **New Business:**
  - A. Review and Recommendation to the Town Council for Approval of the Fiscal Year 2024/2025 SATAX - State Accommodations Tax Funding Recommendation Amounts

Chairman Heidingsfelder, for the new member, provided an explanation detailing the composition and function of the SATAX Committee. Based on state law, the committee's composition includes representatives from the accommodations industry, the Arts Council, and community members. The committee reviews and evaluates the presentation of various tourist-related funding applications, after which the committee members vote by providing their recommended funding amounts, which are then averaged. Committee members who have applied for funding cannot vote on their applications.

Chairman Heidingsfelder highlighted differences in recommended amounts for certain projects and the rationale behind these recommendations.

**Committee Member Berner made a motion to recommend to the Town Council the approval of the Fiscal Year 2024/2025 SATAX Committee Funding Recommendation Amounts. Mayor Belt seconded the motion.**

Concerns were raised about ensuring compliance with legal requirements for fund usage, particularly in relation to tourism benefits. Members engaged in an in-depth discussion of the Town's applications related to services provided by the Town, the approach used to justify the percentage that is tourism-related, and that the funding of these services has been deemed appropriate by the State Tourism Expenditures Review Committee. The Committee also discussed expenditures behind the gate; funding applications must focus on tourism, efforts to encourage a broader range of applications for SATAX funding, and the process for managing allocations and unspent funds.

**Following the discussion, the motion was unanimously approved.**

**B. Review and Recommendation to Town Council for Approval of the Fiscal Year 2024/2025 Budget**

Ms. Szubert stated that the first reading of the budget ordinance would occur at the Town Council meeting and provided a summary of the budget, highlighting some significant variances. The projected budget anticipates revenues of \$15.2 million, a decrease of approximately \$729,000 or 5% from the previous year, mainly due to a reduction in building permits and anticipated lower interest income. Expenditures are expected to increase by about \$3 million to \$14.8 million, with significant increases in personnel costs due to a 10% aggregate salary increase and the hiring of new employees. Other notable increases included waste services and consultant fees for new projects and initiatives.

**Mayor Belt made a motion to recommend to the Town Council the approval of the Fiscal Year 2024/2025 budget. Committee Member Kaye seconded the motion.**

Committee Members expressed concerns over the decrease in revenue while expenses are increasing, emphasizing the need for careful financial management and consideration of fixed versus variable expenses. Members agreed to individually submit their questions and concerns for further discussion and clarification before the second reading of the budget.

Further discussions revolved around the municipality's financial strategies, particularly the accommodations taxes, investment policies, and the anticipated decrease in interest income due to federal rate adjustments. The Committee Members deliberated on maintaining a conservative approach towards investments, emphasizing safety and liquidity, with investments primarily in treasury bills and bonds. Concerns were raised about the potential impact of federal rate cuts on the municipality's interest income, with projections suggesting a decrease.

Additionally, the Committee Members discussed budget adjustments for fiscal year 24-25, including potential one-time expenditures and operational levels. The use of Parrot AI software for meeting minutes was introduced as a cost-effective solution and the possibility of changing the ordinance to allow video or audio recordings as official meeting minutes was explored.

**Following the discussions, the motion was unanimously approved.**

**C. Review and Recommendation to the Town Council for Approval of the Consultant to Conduct the Municipal Law Enforcement Coverage Feasibility Study**

In the absence of Director Harris, Mr. Gottshalk provided an overview of the past and present services provided by the Charleston County Sheriff's Office. He reviewed the Request for Proposals (RFP) released by the Town for a consultant to conduct a feasibility study of the Town's municipal law enforcement coverage. The study would assess needs and explore various options for enhancing public safety, evaluating the services from the Charleston County Sheriff's Office, the Public Safety Department, and security personnel from Kiawah Island Resort and the Kiawah Island Community Association to identify overlaps or gaps in coverage.

The Public Safety Committee reviewed and thoroughly evaluated the five responses received and recommended selecting the **Center for Public Safety Management** based on their proposal, which balances cost-effectiveness with comprehensive coverage of the project scope and a proposed budget of \$72,629.00.

***Mayor Belt made a motion to recommend to the Town Council the approval of the Consultant to Conduct the Municipal Law Enforcement Coverage Feasibility Study. Committee Member Berner seconded the motion.***

Concerns were raised about the clarity and quality of the proposals received, with members highlighting the importance of defining clear outcomes and criteria for the needs assessment and ensuring comprehensive data analysis to inform future decisions on public safety enhancements.

There was an in-depth discussion of the concerns about the responsibility for security issues on the island, specifically regarding unauthorized individuals who have caused disturbances and the resistance to increasing restrictions on island access. The town's lack of control over island access was acknowledged, and a feasibility study to explore better gate control was suggested.

Further discussion emphasized the Town's responsibility to ensure the safety of both residents and visitors, particularly in responding to critical incidents in a timely manner. The goal was to improve response times rather than getting sidetracked by the source of the incidents. Also emphasized was the importance of considering the entire town, including upcoming commercial developments, the anticipated population growth and its implications, and the necessity of a good working relationship with CCSO, given the potential for significant development.

Members stressed the urgency of conducting a study to prepare for the influx of guests and visitors, mentioning a six-month duration for study results and the possibility of a second phase. The discussion concluded with recommendations for clear project milestones in contracts and the ability to terminate contracts if necessary to avoid issues experienced in past projects.

***Following the discussion, the motion was unanimously approved.***

**D. Review and Recommendation to the Town Council for Approval of Conducting the Kiawah Island Parkway Annual Traffic Counts**

Mr. Taylor presented a proposal for approval to conduct annual traffic counts on Kiawah Island Parkway. He highlighted the importance of continuing these studies despite the expiration of the development agreement and its mitigation requirements. The proposal includes reducing the number of locations for the traffic counts to focus on key areas from the roundabout to the front gate, including the intersections at Beachwalker and Kiawah Beach Drive.

Quality Counts is recommended as the vendor for this project, having previously worked with the Town on similar count projects. The technology will be pneumatic tubes across the roadway to

collect the data. The total cost proposal is \$18,225, aiming to keep expenses under \$20,000. This cost is a reduction from the previous year's budget of over \$25,000.00.

**Mayor Belt made a motion to recommend to the Town Council for approval of conducting the annual traffic counts on the Kiawah Island Parkway. Committee Member Farrell seconded the motion.**

Discussion included the need for yearly traffic counts, the availability of historical data, and the benefit of collecting more data since the ARDA (Amended and Restated Development Agreement) requirement had expired. Mr. Taylor discussed that consideration was given to not conducting the traffic counts this year, but having an updated baseline before the construction of Andell West and the impacts of what may occur with the Beachwalker development projects could be used as a comparison for future development projects. Members acknowledged that having baseline data would be useful for future development projects and impact fee assessments. However, there was a consensus that existing data might already provide a sufficient baseline. The discussion evolved to consider specific locations for traffic counts, with suggestions to reduce the number of locations. Mr. Taylor recommended continuing the counts on Beachwalker Drive and the Parkway Bridge, also noting the requirement for the future assessment of impact fees.

**Chairman Heidingsfelder withdrew his original motion, making a motion to table the traffic count proposal for 12 months, focusing on being more conservative with the number of locations.**

Further discussion included the necessity and scope of data collection points, the specific types of tubes that accommodate class vehicles, and limiting the traffic counts to stations three and six.

**Chairman Heidingsfelder withdrew his previous motion.**

**Committee Member Kaye made a motion to recommend to the Town Council the approval to conduct traffic counts on Kiawah Island Parkway at stations three and six. Committee Member Berner seconded the motion.**

**Following further discussion, the motion was unanimously approved.**

**E. Review and Recommendation to the Town Council for Approval of the Purchase of a UTV – Utility Task Vehicle**

Mr. Gottshalk discussed the Public Works Department's challenges in accessing work areas along the Parkway and Beachwalker Drive due to the lack of suitable places to park their trucks without obstructing traffic or causing landscaping damage. The proposed purchase of a UTV (Utility Task Vehicle) would improve efficiency, streamline several daily activities, and reduce environmental and landscaping impacts. The department had initially budgeted \$18,000 for a UTV but found an electric option from DRR USA for \$18,999.00.00 and requested an increase to \$22,000.00 to cover the total costs, including taxes and delivery fees. The electric UTV has a 50-mile range, sufficient for the department's needs, is a 4-wheel drive, and aligns with the Go Green initiative.

**Mayor Belt made a motion to recommend to the Town Council to approve the purchase of a utility task vehicle. Committee Member Berner seconded the motion.**

Committee Members discussed the proposal, including concerns about the electric UTV's charging performance, the scheduled pattern of use, vehicle reviews, the availability of local maintenance, and compatibility with local ordinances. Also discussed was purchasing a gas UTV, allowing more time to investigate expanding to purchasing an electric vehicle.

Members agreed to approve the budget increase under certain conditions, including further investigation into the vehicle's maintenance and reliability and contacting local UTV dealers to obtain their recommendations and the brands they service.

***Following the discussion, the motion was approved with the two stated conditions by a 4 to 1 vote, with Committee Member Farrell abstaining.***

**F. Review and Recommendation to the Town Council for Approval for funding of the Charitable Grand Application from Habitat for Humanity**

Ms. Tillerson stated that the Town Council allocates up to \$200,000 annually to its charitable contribution grants program, which supports non-profit organizations that provide essential services in Health, Housing, and Hunger within the Sea Island community. For the current funding cycle, the Town received 18 applications, and 17 were recommended for funding, amounting to \$198,813.00.

The current request centers on a procedural oversight in the charitable grant application process where Habitat for Humanity's application was mistakenly quarantined by the Town's email system, and thus, it was not reviewed. The application from Habit for Humanity for \$20,000.00 aligns with the overarching goals of the Charitable Contributions guidelines and requests special consideration and an exception to approve funding outside of the regular Charitable Contributions grant application cycle.

***Committee Member Kaye made a motion to recommend to the Town Council the approval of funding the Charitable Grant application from Habitat for Humanity. Committee Member Berner seconded the motion.***

The Members discussed whether to fund the Habitat for Humanity application beyond the charitable grant budget.

***Following the discussion, the motion was unanimously approved.***

**VIII. Chairman's Report:**  
None

**IX. Treasurer's Report:**  
**A. Monthly Budget Report**

Ms. Szubert stated that as of March 31, 2024, the Town's governmental funds combined have an ending fund balance of approximately \$38 million, an increase of approximately \$3.6 million from June 30, 2023. Of this amount, approximately 55%, or \$21 million, is available for spending at the Town's discretion (unassigned fund balance), 22%, or \$8.4 million, is reserved for capital and emergency reserves, and 23% or \$8.7 million is restricted for tourism-related funding.

Overall, for the first nine months, the Town's consolidated revenues of \$11.2 million are 12%, or \$1.4 million higher compared to year-to-date for the last fiscal, FY2023, and are at 72% of the total amended budgeted revenues for the current year. In general, the revenues are within the budget, with Building Permits, Interest Income, and Miscellaneous Income exceeding the budget. The Miscellaneous Income includes a one-time CCSO (Charleston County Sheriff's Office) reimbursement of \$161,000 for the vehicles and equipment book value.

With 75% of the year elapsed, expenditures of \$7.6 million are 4% or \$296,000 higher than for fiscal year FY2023 and account for 45% of the current year's budget. The majority of the expenditures are

reasonable and in line with the amended budget, with the exception of the two line items that will carry the negative variance throughout the year: professional services and non-budgeted cost for storm cleanup.

**X. Citizens' Comments:**

None

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

Committee Member Farrell expressed his appreciation for the Committee's patience and the opportunity to ask questions.

**XII. Adjournment:**

***Committee Member Kaye made a motion to adjourn the meeting at 12:03 pm. Committee Member Berner seconded the motion, and it was unanimously approved.***

Submitted by,

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

\_\_\_\_\_  
Date

DRAFT



## **WAYS AND MEANS**

### **Agenda Item**



# REQUEST FOR WAYS AND MEANS COMMITTEE ACTION

**TO:** Mayor and Town Council Members  
**FROM:** Bruce D. Spicher/Building Official  
**SUBJECT:** Proposed permit revision to increase permit fees  
**DATE:** June 4, 2024

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## BACKGROUND:

Permit fees have not been increased since the inception of the building department in 2013. I am proposing an increase in our permit fees to align closure to our neighboring communities that construct similar homes as those on Kiawah. Currently, when compared to nine different coastal communities from Hilton Head to Myrtle Beach, our current fee structure is in the lower percentile. In fact, the only communities with lower fees than us are Surfside Beach and Edisto Beach.

## ANALYSIS:

My analysis was based on a construction valuation of 4 million dollars. Each community's permit fee schedule was applied to the project cost. Our current permit for a project with a construction valuation of 4 million dollars is 20,500.00. I am proposing changing our current permit fee from 3.50 per 1000.00 to 6.00 per 1000. This will equate to a 76.3 % increase.

$$\text{Percent increase} = \frac{\text{proposed permit fee} - \text{original permit fee}}{\text{Original permit fee}} \times 100$$

$$\text{Percent increase} = \frac{36,139.30 - 20,500.00}{20,500} \times 100$$

$$\text{Percent increase} = 76.289 \text{ or } 76.3\%$$

## ACTION REQUESTED:

Recommendation to the Town Council for Adoption.

# Permit Fees in Review

Measurable

**GOALS**

Success

Achievable

Deadline

Realistic

Result

Timely



Permit Fees  
Have Remained  
the Same Since  
2013

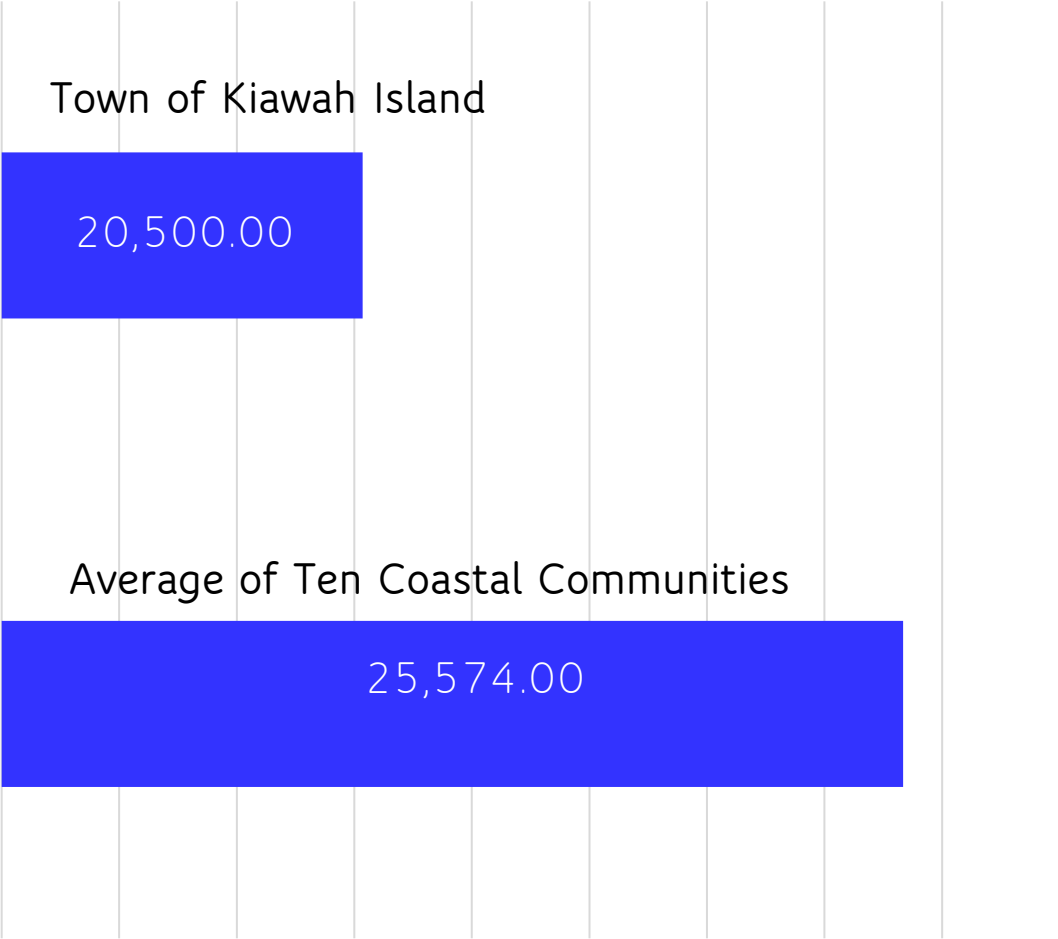
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## Town of Kiawah Island Building Inspection Fees

1. Administrative Fees	Fee
Processing Fee	\$30.00
Zoning Fee	\$25.00
<b>2. Contractor License / Registration Fees</b>	
License / Registration Application Fee	\$55.00
License / Registration Fee	\$55.00
Annual License / Registration Renewal Fee	\$55.00
Change License or Registration classification (other than at renewal time)	\$30.00
Total Valuation	Fee
\$1,000.00 and less	No fee, unless an inspection is required, in which case a permit is required and a \$55.00 fee shall be charged.
\$1,000 to \$2,000	\$55.00
\$2,001 to \$50,000	\$55.00 for the first \$2,000 + \$4.00 per \$1,000
\$50,001 to \$100,000	\$270.00 for the first \$50,000 + \$2.25 per \$1,000
\$100,001 to \$300,000	\$475.00 for the first \$100,000 + \$1.75 per \$1,000
\$300,001 to \$500,000	\$1250.00 for the first \$300,000 + \$3.75 per \$1,000
\$500,001 and up	\$1985.00 for the first \$500,000 + \$3.50 per \$1,000

# How Do We Compare

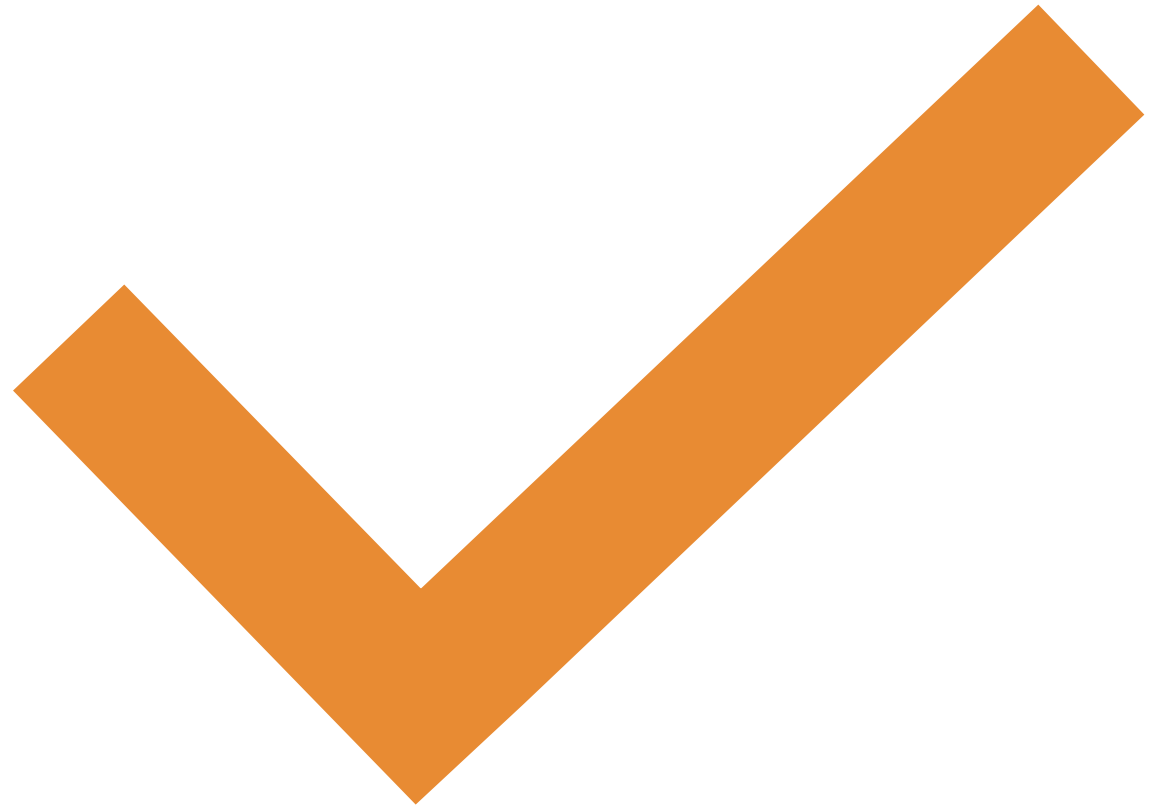
## COMPARISON



# Communities' Breakdown

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1. Sullivan's Island/45,719.00
2. City of Myrtle Beach/36,990.40
3. Isle of Palms/30,075.00
4. Folly Beach/24,717.50
5. Garden City/22,010.25
6. Pawleys Island/22,010.25
7. Hilton Head/20,737.50
8. Kiawah Island/20,500.00
9. Surfside Beach/19,942.50
10. Edisto Beach/13,042.50



### Current Permit Fee Schedule

\$500,001 and up	\$1985.00 for the first \$500,000 + \$3.50 per \$1,000
<b>3 Permit Fees Based on Construction Valuations</b>	

### Proposed Permit Fee Schedule

\$500,001 and above	\$3066.60 for the first \$500,000.00 + \$6.00 per \$1000.00
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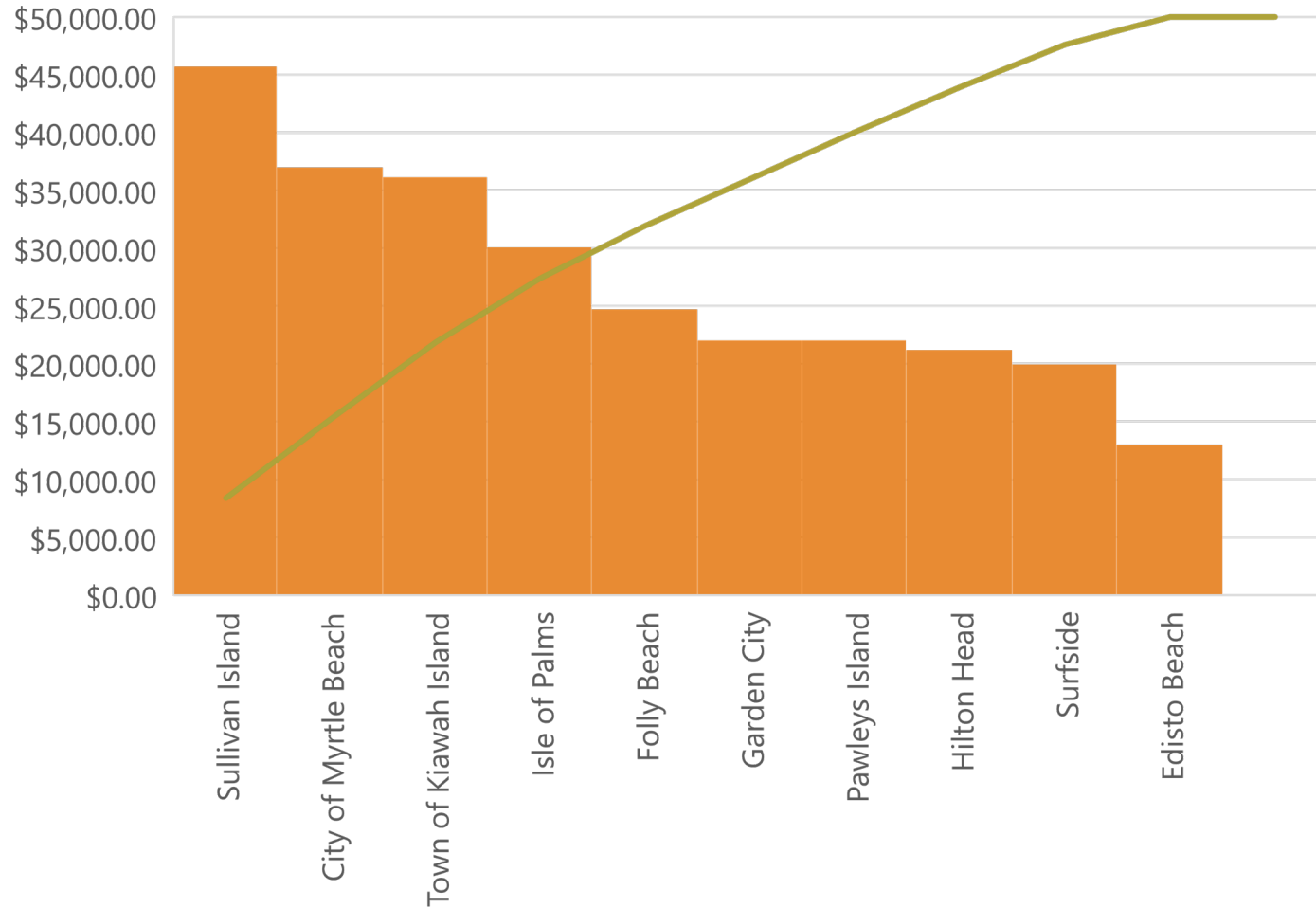
Current permit fee 20,500.00

Proposed permit fee 36,139.30

Difference of 15,639.30

# Recommendation

Proposed Comparison



# Proposed Comparison

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# Preview of the Proposed Permit Fee Schedule

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<b>I. Administrative Fees</b>	<b>Fee</b>
Processing Fee	\$30.00
Zoning Fee	\$25.00
<b>2. Contractor License/ Registration Fees</b>	
License/ Registration Application Fee	\$55.00
License / Registration Fee	\$55.00
Annual License/ Registration Renewal Fee	\$55.00
Change License or Registration classification (other than at renewal time)	\$30.00
<b>Total Valuation</b>	<b>Fee</b>
\$1,000 and less	\$75.00
\$1,000 to \$2,000	\$75.00 for the first \$1000.00 + \$6.00 per \$1000.00
\$2,001 to \$50,000	\$81.00 for the first \$2000.00 + \$6.00 per \$1000.00
\$50,001 to \$100,000	\$368.40 for the first \$50,000.00 + \$6.00 per \$1000.00
\$100,001 to \$300,000	\$667.80 for the first \$100,000.00 + \$6.00 per \$1000.00
\$300,001 to \$500,000	\$1867.20 for the first \$300,000.00 + \$6.00 per \$1000.00
\$500,001 and above	\$3066.60 for the first \$500,000.00 + \$6.00 per \$1000.00
<b>3. Permit Fees Based on Construction Valuations for All Permits Except For Those Listed In 4 through 8 Below</b>	
<b>4. Mechanical Permit Fees</b> Fees for inspecting heating, ventilating, ductwork, air	

# Preview of the Proposed Permit Fee Schedule

<b>6. Gas Permit Fees</b> The permit fee for consumer's gas piping at one location (including both rough and final piping).	\$75.00, plus \$5.00 for each outlet inspection
<b>7. Plumbing Permit Fees</b> The permit fee for plumbing systems shall be:	\$75.00
a. Additional fixture permit fees are as follows:	\$5.00 each
2. For each building/ unit sewer or water service, or replacement/ repair, for installation, alteration or repair of water piping and/or water treating equipment and for repair or alteration of drainage or vent piping.	\$5.00 each
<b>8. Inspection Fees</b> (1) Re-inspection. When a re-inspection fee is required, an additional fee of will be charged for each inspection.	\$250.00
(2) Minimum Permit or Inspection fee	\$75.00



## Exhibit A

### Town of Kiawah Island Building Inspection Fees

1. Administrative Fees	Fee
Processing Fee	\$30.00
Zoning Fee	\$25.00
<b>2. Contractor License / Registration Fees</b>	
License / Registration Application Fee	\$55.00
License / Registration Fee	\$55.00
Annual License / Registration Renewal Fee	\$55.00
Change License or Registration classification (other than at renewal time)	\$30.00
<b>Total Valuation</b>	
<b>Fee</b>	
\$1,000.00 and less	No fee, unless an inspection is required, in which case a permit is required and a \$55.00 fee shall be charged.
\$1,000 to \$2,000	\$55.00
\$2,001 to \$50,000	\$55.00 for the first \$2,000 + \$4.50 per \$1,000
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\$500,001 and up	\$1985.00 for the first \$500,000 + \$3.50 per \$1,000
<b>3. Permit Fees Based on Construction Valuations for All Permits Except For Those Listed In 4 through 8 Below</b>	
<b>4. Mechanical Permit Fees</b> Fees for inspecting heating, ventilating, ductwork, air conditioning and refrigeration, and repairs, alterations and additions to an existing system shall be per the fee schedule for permits based on construction valuations.	
<b>5. Electrical Permit Fees</b> New or Upgrade Service and alterations or additions on the load side of existing meter and connection to existing service or safety inspection and electrical load at each meter location (expressed in amperes), up to 200 amps.	
	\$80.00 plus \$0.15 per each additional amp

## Exhibit A

<b>6. Gas Permit Fees</b> The permit fee for consumer's gas piping at one location (including both rough and final piping).	\$55.00, plus \$2.25 for each outlet inspection
<b>7. Plumbing Permit Fees</b> The permit fee for plumbing systems shall be:	\$55.00
a. Additional fixture permit fees are as follows:  1. For each plumbing fixture, or tap (including water and drainage piping), backflow protective devices and for each water heater.	\$5.00 each
2. For each building / unit sewer or water service, or replacement / repair, for installation, alteration or repair of water piping and/or water treating equipment and for repair or alteration of drainage or vent piping.	\$5.00 each
<b>8. Inspection Fees</b> (1) Re-inspection. When a re-inspection fee is required, an additional fee of will be charged for each inspection.	\$55.00
(2) Minimum Permit or Inspection	\$55.00

## Exhibit A

(3) Floodplain Management Compliance Inspection	\$85.00
<b>9. Other Permit Fees</b>	
(1) Trade Permit Fee when the contractor is working as a subcontractor	\$30.00
<b>10. Fees</b>	½ permit fee based on construction valuation
(1) Plan Review Fees	
(2) Construction in Flood Zones / Filing Fee <b>Note:</b> Flood zone filing fees are required to be charged per the following: <b>When a Flood Zone Filing Fee is charged:</b> <ul style="list-style-type: none"> <li>• Change in footprint</li> <li>• Substantial Improvement</li> <li>• Change in use</li> <li>• Any new construction to build a building or structure in the Special Flood Hazard Areas</li> <li>• Performing new work below the existing first floor level in a structure or building</li> <li>• Modifying or improving a building or structure below the freeboard/base flood elevation requirement.</li> <li>• Other construction activity such as: pump stations, service poles, HVAC change-outs requiring unit relocation, potential obstructions in "V" flood zones, breakaway walls (enclosures) in "V" flood zones.</li> <li>• Flood zone filing fee should <b>not</b> be charged for subsequent permits on a structure where there is an active permit.</li> <li>• <i>Any questions regarding flood zone filing fees should be directed to the Assistant Building Inspection Services Director or the Commercial Plans Reviewer at 843-768-9166.</i></li> </ul>	\$25.00
(3) Fees for replacement of placards	\$30.00
(4) Variance / Appeal Application Fee <b>Note:</b> Application fees for appeals successfully granted by the Construction Board of Adjustment & Appeals shall be reimbursed to the applicant.	\$110.00
(5) Vehicle Decal Fee	\$10.00
(6) Annual Vehicle Decal Renewal Fee	\$5.00

**Exhibit B****Proposed****Town of Kiawah Island Building Inspection Fees**

<b>I. Administrative Fees</b>	<b>Fee</b>
<b>Processing Fee</b>	\$30.00
<b>Zoning Fee</b>	\$25.00
<b>2. Contractor License/ Registration Fees</b>	
License/ Registration Application Fee	\$55.00
License / Registration Fee	\$55.00
Annual License/ Registration Renewal Fee	\$55.00
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\$50,001 to \$100,000	\$368.40 for the first \$50,000.00 + \$6.00 per \$1000.00
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<b>3. Permit Fees Based on Construction Valuations for All Permits Except For Those Listed In 4 through 8 Below</b>	
<b>4. Mechanical Permit Fees</b> Fees for inspecting heating, ventilating, ductwork, air conditioning, and refrigeration, and repairs, alterations, and additions to an existing system shall be per the fee schedule for permits based on construction valuations.	
<b>5. Electrical Permit Fees</b> New or Upgrade Service and alterations or additions on the load side of the existing meter and connection to existing service or safety inspection and electrical load at each meter location (expressed in amperes), up to 200 amps.	\$80.00 plus \$0.15 per each additional amp

## Exhibit B

<b>6. Gas Permit Fees</b> The permit fee for the consumer's gas piping at one location (including both rough and final piping).	\$75.00, plus \$5.00 for each outlet inspection
<b>7. Plumbing Permit Fees</b> The permit fee for plumbing systems shall be:	\$75.00
a. Additional fixture permit fees are as follows:	\$5.00 each
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<b>8. Inspection Fees</b> (1) Re-inspection. When a re-inspection fee is required, an additional fee will be charged for each inspection.	\$250.00
(2) Minimum Permit or Inspection fee	\$75.00

## Exhibit B

(3) Floodplain Management Compliance Inspection	\$85.00
<b>9. Other Permit Fees</b>	\$75.00
(1) Trade Permit Fee when the contractor is working as a subcontractor	
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(5) Vehicle Decal Fee	\$10.00
(6) Annual Vehicle Decal Renewal Fee	\$5.00



Tab | 4

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## **WAYS AND MEANS**

### **Agenda Item**



# Request for Ways and Means Committee Action

**TO:** Ways and Means Committee Members

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

**SUBJECT:** Emergency Debris Monitoring Services

**DATE:** 4 June 2024

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## **BACKGROUND:**

In the event of a natural disaster, FEMA requires all municipalities to follow certain guidelines for recovery to ensure proper and fair procedures. One part of these guidelines is to secure a contractor that will monitor the movements and staging of debris generated by a disaster event. The debris monitoring firm will diligently track the origin of the debris, how it is moved to the debris staging area, and will also be sure that it is correctly staged at the debris site. Further, the debris monitoring firm documents and compiles this information for submittal to FEMA for reimbursement of costs associated with the recovery.

## **ANALYSIS:**

In July 2022, the town entered into an agreement with Tetra Tech to perform debris monitoring services in accordance with FEMA regulations. This contract is for a two-year agreement, with the opportunity for two one-year extensions. Town staff has confirmed with the contractor that they would like to execute the first one-year extension of the contract with no changes to the scope or fee schedule set forth in the original agreement.

## **ACTION REQUESTED:**

Town staff requests that the Ways and Means Committee recommend to Town Council approving the 1-year extension with the debris monitoring firm Tetra Tech.

## **BUDGET & FINANCIAL DATA:**

If this approved, there will be no change to financial data as this is a standby contract. The town will only pay the firm if the contract is activated.

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

**AMENDMENT TO AGREEMENT BETWEEN  
THE TOWN OF KIAWAH ISLAND  
AND  
TETRA TEC, INC**

**WHEREAS**, the **Town of Kiawah Island** and **Tetra Tech, Inc.** entered into an agreement on **July 5, 2022**, for the purpose of providing debris monitoring services; and

**WHEREAS**, the current agreement was for a two-year term expiring on July 4, 2024, with an option to renew for three (1) one-year extensions; and

**WHEREAS**, the Town and Tetra Tech wish to amend said agreement in the following particulars:

1. **TERM:** This agreement shall be extended for the first (1) one-year term from July 5, 2024, to July 4, 2025.

All other provisions of the agreement entered into on July 5, 2022, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on this 4<sup>th</sup> day of June 2024.

**WITNESSES**

**Town of Kiawah Island**

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

By: Bradley D. Belt  
Its: Mayor

**Tetra Tech, Inc.**

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

By: Jonathan Burgiel  
Its: Business Unit President

**From:** [Brian Gottshalk](#)  
**To:** [Petra Reynolds](#)  
**Subject:** Fw: Contract Extension  
**Date:** Wednesday, May 22, 2024 9:54:48 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Here is the response from Tommy with TetraTech. I will get the action sheet to you this week so we can get it on the June meeting agenda.

Thanks!

Brian Gottshalk  
Public Works Director  
Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455

Tel: (843)768-9166

Fax: (843)768-4764

Dir: (843)768-5111

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**From:** Webster, Tommy <tommy.webster@tetrattech.com>  
**Sent:** Tuesday, May 21, 2024 8:26 PM  
**To:** Brian Gottshalk <bgottshalk@kiawahisland.org>  
**Subject:** RE: Contract Extension

Good evening Brian,

Yes sir we definitely want to continue our relationship with Kiawah Island, with a 1 year extension! Please let me know if you have any questions, or if there is anything that you need from me.

Take care my friend!

**Tommy Webster** | Deputy Director Response and Recovery |  
Cell 828-644-3222 [tommy.webster@tetrattech.com](mailto:tommy.webster@tetrattech.com)

**Tetra Tech** | Complex World, Clear Solutions™  
**Tetra Tech Disaster Recovery Division**

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MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

**THIS AGREEMENT** is made this **5th** day of **July 2022**, by and between the **Town of Kiawah Island**, located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455 (hereinafter referred to as (“CLIENT”) and **Tetra Tech, Inc.** (hereinafter referred to as (“CONTRACTOR”), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

**WHEREAS**, Client has issued a Request for Proposal (RFP) for Debris Monitoring Services which is attached hereto as **Exhibit A**.

**WHEREAS**, Client has reviewed Contractor’s response to the RFP and wishes to enter into a contractual agreement with Contractor to provide debris monitoring services which Contractor’s Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform disaster debris monitoring services as described in Exhibit A and B (Client’s RFP and Contractor’s Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for two (2) years with the option to renew for up to three (3) additional one (1) year periods. Client shall give Contractor written notice of Client's intention to renew the agreement term not less than ten (10) days prior to the end of the agreement term then in effect.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**, which are attached hereto.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing Hourly Rates as set forth in **Exhibit C**. The hourly rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to Client at cost without mark-up.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

*All invoices shall be delivered to:*

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

*Payment shall be made to and delivered to:*

*Tetra Tech, Inc.  
PO Box 911642, Denver  
CO 80291-1642*

9. **Indemnity:** Contractor shall hold harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also hold harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.
10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

Brian Gottshalk  
Public Works Director  
Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Office: (843) 768-5111  
[bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org)

Stephanie Monroe Tillerson  
Town Administrator  
Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Office: (843) 768-9166  
[stillerson@kiawahisland.org](mailto:stillerson@kiawahisland.org)

**Contractor:**

Ralph Natale, Director  
Post Disaster Programs  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 580-8184  
[ralph.natale@tetratech.com](mailto:ralph.natale@tetratech.com)

Betty Kamara  
Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 803-2551  
[TDR.Contracts@tetratech.com](mailto:TDR.Contracts@tetratech.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Charleston County, South Carolina.

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

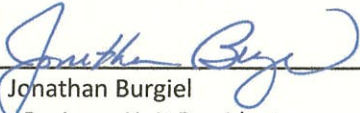
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
29. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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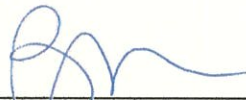
**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.


**CONTRACTOR:**  
**TETRA TECH, INC.**

  
\_\_\_\_\_  
By: Jonathan Burgiel  
Title: Business Unit President

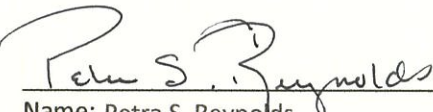
**ATTEST:**

  
\_\_\_\_\_  
Name: Betty Kamara  
Title: Contracts Administrator

**CLIENT:**  
**TOWN OF KIAWAH ISLAND, SOUTH CAROLINA**

  
\_\_\_\_\_  
By: John Labriola  
Title: Mayor

**ATTEST:**

  
\_\_\_\_\_  
Name: Petra S. Reynolds  
Title: Town Clerk

**ATTACHMENTS:**

- Exhibit A: RFP for Debris Monitoring Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)



## **WAYS AND MEANS**

### **Agenda Item**

# WORK IN PROGRESS

The materials for this tab were not completed in time to include them.

*Petra*



Tab | 6

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## **WAYS AND MEANS**

### **Agenda Item**



# Memorandum

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

**FROM:** Dorota Szubert, Finance Director

**SUBJECT:** Budget Report for the First Ten Months Ended 4/30/2024

**DATE:** June 4, 2024

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## Overview:

Presented here is the Town's Budget-to-Actual Report for the first ten months. The report is compiled on a cash basis, and all the funds are consolidated. The original budget was amended on February 6, 2024, to adjust the totals to the current projections.

For the first ten months, the Town's consolidated revenues of \$13.2M are 12%, or \$1M higher when compared to year-to-date for the last fiscal, FY2023, and are at 85% of the total amended budgeted revenues for the current year. Overall, revenues are in line with budget, with Building Permits, Interest Income, and Miscellaneous Income exceeding the budget. The Miscellaneous Income includes a one-time reimbursement from CCSO of \$161K for the vehicles and equipment book value.

At 85% of the year elapsed, expenditures totaling \$8.8M are 1% or \$44K higher than for fiscal year FY2023 and account for 53% of the current year's budget. The majority of the expenditures are reasonable and in line with the amended budget, with the exception of the following line items that will carry the negative variance throughout the year:

1. Waste management - attributable to the earlier initiation of the contract with Trident.
2. Professional services
3. Charitable contributions - due to Town Council approval of an additional application outside the regular process.
4. Non-budgeted cost for storm cleanup.

Town of Kiawah Island  
 Budget Report -Cash basis  
 4.30.24

Fiscal 2024

FY2024 VS FY2023

	TOTAL BUDGET	TOTAL AMENDED BUDGET	Y-T-D ACTUALS	\$ VARIANCE	% OF BUDGET	FY2023 Y-T-D	\$ VARIANCE	% VARIANCE
<b>Revenue:</b>								
Building Permits	\$ 1,200,000	\$ 1,200,001	\$ 1,282,770	\$ 82,769	107%	\$ 1,480,463	\$ (197,693)	-15%
Building Permits-Special Projects	300,000	959,182	959,182	-	100%	623,908	335,274	35%
Business Licenses	3,100,000	3,100,040	2,436,412	(663,628)	79%	2,437,713	(1,301)	0%
STR Application Fees	400,000	400,000	395,800	(4,200)	99%	378,000	17,800	4%
Franchisee Fees	970,000	970,000	747,166	(222,834)	77%	762,804	(15,638)	-2%
Local Option Tax	891,347	891,347	706,311	(185,036)	79%	702,593	3,718	1%
State ATAX	2,936,510	2,936,510	1,897,976	(1,038,534)	65%	1,913,518	(15,542)	-1%
Local ATAX	1,477,158	1,477,158	1,085,489	(391,669)	73%	1,153,132	(67,643)	-6%
County ATAX	450,000	450,000	400,084	(49,916)	89%	400,437	(353)	0%
Hospitality Tax	829,177	829,177	638,417	(190,760)	77%	636,763	1,654	0%
Environmental Services	640,000	640,000	648,174	8,174	101%	657,493	(9,319)	-1%
Interest	1,176,281	1,501,281	1,629,721	128,440	109%	861,967	767,754	47%
Other	224,536	224,536	390,472	165,936	174%	203,516	186,956	48%
<b>Total Revenue</b>	<b>14,595,007</b>	<b>15,579,229</b>	<b>13,217,974</b>	<b>(2,361,256)</b>	<b>85%</b>	<b>12,212,307</b>	<b>1,005,667</b>	<b>8%</b>
<b>Expenses:</b>								
Salaries/Regular Employees	2,030,719	2,152,469	1,649,977	(502,492)	77%	1,663,986	14,009	1%
Overtime	8,000	8,000	11,981	3,981	150%	8,682	(3,299)	-28%
Benefits	714,590	746,521	592,365	(154,156)	79%	530,106	(62,259)	-11%
Payroll Tax	169,592	183,613	129,835	(53,778)	71%	140,978	11,143	9%
<b>Employee Subtotal</b>	<b>2,922,901</b>	<b>3,090,604</b>	<b>2,384,158</b>	<b>(706,446)</b>	<b>77%</b>	<b>2,343,752</b>	<b>(40,406)</b>	<b>-2%</b>
Public Safety/Payroll and Related/ Off Duty Deputies	736,569	350,000	298,747	(51,253)	85%	647,205	348,458	117%
STR Code Enforcement	389,376	389,376	324,480	(64,896)	83%	279,749	(44,731)	-14%
Beach Patrol	584,000	584,000	486,667	(97,333)	83%	259,514	(227,153)	-47%
Utilities & Supplies	237,440	247,440	205,121	(42,319)	83%	207,569	2,448	1%
Communications	77,460	77,460	69,221	(8,239)	89%	62,269	(6,952)	-10%
Waste Management	1,278,000	1,278,000	1,215,727	(62,273)	95%	1,011,510	(204,217)	-17%
Insurance	190,176	190,176	202,674	12,498	107%	172,891	(29,783)	-15%
Professional Services	176,900	251,900	312,956	61,056	124%	217,456	(95,500)	-31%
Consultants	488,000	618,803	257,523	(361,280)	42%	442,347	184,824	72%
Maintenance	556,000	556,000	527,196	(28,804)	95%	528,350	1,154	0%
Travel	74,300	74,300	50,444	(23,856)	68%	50,098	(346)	-1%
Rentals	46,000	46,000	31,627	(14,373)	69%	34,967	3,340	11%
Tourism & Recreations	2,516,032	2,516,032	1,768,793	(747,239)	70%	1,469,325	(299,468)	-17%
Contributions	200,000	200,000	220,891	20,891	110%	209,121	(11,770)	0%
Other	353,920	375,528	283,153	(92,375)	75%	258,568	(24,585)	-9%
Building	5,000,000	5,000,000	-	(5,000,000)	0%	202,596	202,596	-
Infrastructure	250,000	250,000	-	(250,000)	0%	-	-	-
Vehicles	115,000	115,000	-	(115,000)	0%	159,837	159,837	-
Other	450,000	487,370	-	(487,370)	0%	76,133	76,133	-
MUSC Pledge	200,000	200,000	200,000	-	100%	200,000	-	0%
Non Budgeted-Storm Clean up	-	-	38,000	38,000	-	-	(38,000)	-100%
<b>Total Expenses</b>	<b>16,842,074</b>	<b>16,897,989</b>	<b>8,877,378</b>	<b>(8,020,611)</b>	<b>53%</b>	<b>8,833,257</b>	<b>(44,121)</b>	<b>0%</b>
<b>Net Changes in Fund Balance</b>	<b>\$ (2,247,067)</b>	<b>\$ (1,318,759)</b>	<b>\$ 4,340,596</b>	<b>\$ 5,659,355</b>		<b>\$ 3,379,050</b>	<b>\$ (961,546)</b>	<b>-22%</b>