

CITY OF FOLLY BEACH

Tim Goodwin, Mayor



Folly Beach, SC 29439

www.cityoffollybeach.com

843-588-2447

**Chris Bizzell, Council Member
William Farley, Council Member
Billy Grooms, Council Member**

**Katherine Houghton, Council Member
Skip Fink, Council Member
D.J. Rich, Mayor Pro Tem**

**City Council Meeting 7:00 PM
Tuesday, August 12, 2025**

**Council Chambers
21 Center Street
Folly Beach, SC 29439**

Amended 8/8/25 8:25PM

1. CALL TO ORDER/ROLL CALL

Executive Session 7:00 PM

Pursuant to §30-4-70 of the Freedom of Information Act, Legal Advice Related to the Proposed Mooring Boats Ordinance & Discussion of the Discipline or Release of an Employee Regulated by a Public Body

2. INVOCATION & PLEDGE OF ALLEGIANCE

- a. Invocation by Councilmember Rich

3. MAYOR'S COMMENTS

4. STAFF REPORTS

- a. Request for Night Work on Center Street & East Hudson, Water Main Replacement Project-Phillip Benton
- b. Website Refresh-Wes Graham
- c. City of Folly Beach and SCDOT Road Safety Coordination July 2025 Update-Aaron Pope

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

- a. Minutes July 8th, 2025

7. **PERSONAL APPEARANCES**

- a. Coastal Collaborative Trash Collection-Patrick Garlock
- b. Request for Additional Traffic Sign-Michelle Barford
- c. Sale of 108 W Cooper-Ulf Hartwig
- d. Save the Date 2026 Events, Folly Association of Business- Kelly Travers
- e. Request for Approval, Filming on Private Property, Outer Banks Filming-Ryan Burns
- f. Request for Event Approval, Charleston Beach Olympics 2026-Glenn Coltharp
- g. Franchises Ordinance-Michael Ezelle.

8. **CITIZENS' COMMENTS**

9. **COMMISSION, BOARD, COMMITTEE REPORTS**

10. **OLD BUSINESS**

- a. **ORDINANCE 011-25:** An Ordinance Amending the Folly Beach Code of Ordinances Sections 134.50 To 134.99 Governing Abandoned and Derelict Vessels to Address Changes in State Law. **(SECOND READING)**

11. **NEW BUSINESS**

- a. **ORDINANCE 012-25:** An Ordinance Amending Folly Beach Code of Ordinances Sec. 36.16 (Informal Purchasing and Bidding Procedures) To Allow the Procurement Manager to Approve Certain Expenditures Under 5000 Dollars. **(FIRST READING)**
- b. **ORDINANCE 013-25:** An Ordinance Amending the Folly Beach Code of Ordinances Section 118.02 (Commercial Activity on Public Property Generally) To Create a Concessions Franchise At 3rd Street West, Section 118.03 (Commercial Activity on the Public Beach) To Define the Limits of Allowable Franchise Commercial Activity, and Section 118.04 (Franchise Agreements on Public Property). **(FIRST READING)**
- c. **ORDINANCE 014-25:** An Ordinance Amending the Folly Beach Code of Ordinances Chapter 72 (Parking Regulations) To Allow for An Administrative Review and Determination of Error Prior to The Scheduling of a Court Date for Parking Citations. **(FIRST READING)**
- d. **RESOLUTION 27-25:** A Resolution by the Folly Beach City Council Awarding A \$62,000 Sole-Source Contract to Kimley Horn to Complete the Engineering Plans for Bowens Island, Peas Island, and Folly Roads.
- e. **RESOLUTION 28-25:** A Resolution by the Folly Beach City Council Allowing Staff to Request \$72,267.99 from the City of Folly Beach Stormwater Fund Held at Charleston County to Pay for Additional Stormwater Drainage Construction at 4th Street East between East Cooper and East Ashley Avenues.
- f. **RESOLUTION 29-25:** A Resolution by the Folly Beach City Council Repealing the Present Organizational Chart and Formally Adopting a New Organizational Chart That Will Take Effect Immediately Upon Adoption of the Resolution.
- g. **RESOLUTION 30-25:** A Resolution by the Folly Beach City Council Establishing a Minimum Bid Amount for Beach Chair and Umbrella Rental Franchises.
- h. **RESOLUTION 31-25:** A Resolution by the Folly Beach City Council Adopting The 2025

Update to the City of Folly Beach Marsh Management Plan.

- i. **RESOLUTION 32-25:** A Resolution by the Folly Beach City Council Authorizing Staff to Apply for an Impact Grant from the Municipal Association of South Carolina for \$100,000 to Create A Septic Tank Vulnerability Portal.
- j. **RESOLUTION 33-25:** A Resolution by the Folly Beach City Council Authorizing the Administration to Sign an Amended Contract with PCI Municipal Services, LLC for the Management of the City's Paid Parking Program.
- k. **RESOLUTION 34-25:** A Resolution by the Folly Beach City Council Setting New Rates for the City's Paid Parking Lots.

12. COUNCIL COMMENTS

13. ADJOURNMENT

PUBLIC NOTICE

ALL MEDIA WERE NOTIFIED PURSUANT TO STATE LAW

City Council will not vote on matters discussed during Work Sessions or Executive Sessions.

However, matters discussed may be voted on during the evening City Council meeting. In keeping with the Americans with Disabilities Act, persons needing assistance, alternative formats, ASL interpretation, or other accommodation, please contact the Municipal Clerk at 843- 513-1833 during regular business hours at least 24 hours prior to the meeting. Hearing devices are available upon request for those with hearing difficulties.

The City of Folly Beach, in an effort to go green, will no longer have the Ordinances and Resolutions included in the agenda. Citizens interested in having a copy, please see the Municipal Clerk.



City of Folly Beach

21 Center Street

PO Box 48

Folly Beach, SC 29439

Application/Permit For Weekend/Night Work

NOTE: All applications for Weekend Building Operation must be submitted to the Clerk of Council before 5:00 PM on the Tuesday prior to the Council Meeting at which the application will be reviewed according the criteria set forth in **Section 131.30 - 131.35 of the Folly Beach Code of Ordinances**. Any information found to be missing or fraudulent shall result in denying the application. IF ADDITIONAL SPACE IS NEEDED YOU MAY INCLUDE ATTACHMENTS

Date July 30 2025 Job Address Hudson / middle Property Owner Last Name SCDOT ROW
Applicant Eadies Construction Applicant Address 147 Vacuum Lane Ridgewile SC 29471
City Ridgewile State SC Zip Code 29472
Phone 843 875 5674 Fax _____ Email clent campbell @ eadiesconstruction.com

Zoning of Property ☐ RSF (Single Family) ☐ RMF (Multifamily/Duplex) ☐ Commercial ☒ Other DOT R.O.W.

Type of Work ☐ New ☐ Renovation ☐ Addition ☒ Utilities ☐ Public Works

Dates Requested for Weekend/Night

Work: August 10 - 13 (Sunday - wed) OR Alternatively August 17 - 20 (Sunday - wed)

Time Requested for Weekend/ Night

Work: Midnight - 6 AM or August 17 - 20

Describe Work We need to dig up the intersection for the water tie in. Lots of utilities there, going to take time to locate and dig carefully. This is a chokepoint for traffic on and off the island, we are trying to do it at night to avoid the heavy traffic and be less disruptive.

Why is Weekend/Night Work

Necessary _____

Approval

Date

Mayor or Building Official

By signing this application I attest that all information is accurate and I will abide by all ordinances in effect at time of application. I also give permission that, as long as the permit is valid, inspectors may enter the construction project to conduct an inspection.

Print Name

Signature

Date

Robert Clenton Campbell

[Signature]

7/30/25



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: New Website RFP 06-25

Mayor and Council,

City Council budgeted for a new municipal website in the FY26 budget. City staff met to discuss how we can better serve the community with accessibility, communication, and digital services. Through this discussion, we developed a comprehensive list of priorities to guide the redesign process.

Key takeaways that will be included in the upcoming RFP will include:

- **Improved User Experience:** Residents should be able to access core services within three clicks. The new site must feature intuitive, streamlined navigation and a responsive design optimized for desktop, tablet, and mobile use.
- **Future-Ready Technology:** The new website should include smart tools like chatbots and contextual search to help users find information quickly and easily.
- **Enhanced Design and Functionality:** The new website should feature user-friendly online forms, event reservations, service requests, and personalized notifications. It must also be easy for staff to manage and update without needing developer support. The new site needs to be capable of being transferred/backed up easily from one host to another, ensuring that the city's site is not limited in mobility as it is now.

Sincerely,

Wes Graham

Deputy City Administrator



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: City and SCDOT Road Safety Coordination Update

Mayor and Council,

Please see below for updates on our ongoing coordination with SCDOT in pursuit of improved safety on Folly. We started the most recent series of conversations in November of 2023. Since then, we have completed some of the original items and added new ones. If you have any questions or additional items, please let me know. We plan to present this as a quick overview at the next Council meeting.

What: Ongoing short and long-term coordination between SCDOT and the city to study and implement projects related to road safety issues on Folly.

Why: City requested a meeting by resolution and also through communication from SC Representative Wetmore. SCDOT assigned senior staff to meet and review DOT resources and provide guidance to city.

Completed/In Progress Items

-Radar Signs and Traffic Signal Improvements:

- The city completed phase one of the traffic signal changes to adjust timing, reorient and repair crosswalk buttons, and conduct a drone-based traffic flow study.
- Two additional radar signs were deployed on the island after the required studies were completed and sent to SCDOT.
- The Civic Club donated an additional radar trailer that is now operational.
- City made a TST application for funding of Phase 2 of traffic light improvements (new traffic signal arms paired with shoulder and parking improvements), and we recently got notice that they would not be funded. We continue to seek funding for these items.

-Adding Additional Stop Signs:

- Four-way stop installed at intersection of 2nd W and W Hudson.
- SCDOT confirmed that they have received our request for a stop sign analysis at 2nd E and E Ashley. There is no timeline available as of today. SCDOT noted the traffic

volume differential and noted the impact on a stop sign study. They are open to discussing other improvements if a stop sign is not the answer.

-Pedestrian Scramble at Center/Ashley:

- City staff met with SCDOT to review prior discussions of the pedestrian scramble at this location. SCDOT will require a traffic analysis to be conducted demonstrating the effects of a scramble on traffic volume, traffic delay, and pedestrian crossings. We are reviewing all prior work to see if we have a start on this information. If not, we will present information on cost and timing to Council.

-Data Driven Decision Making:

- Crash data and traffic volume data were used to complete a Safety Action Plan for the city. It is online here: <https://cityoffollybeach.com/safetyactionplan>
- City has applied for full funding to construct the improvements identified in the Artic Avenue Plan.
- The plan also identified intersection visibility as a concern. Public Safety has completed an island-wide intersection assessment, and we have submitted work tickets through the SCDOT website.

-Pedestrian Paths:

- Second Street East is complete and open to the public.
- SCDOT is managing the construction of the Indian Avenue path and anticipates a fall start date. SCDOT management was a condition of a 500 thousand dollar grant.
- Design, Engineering, and permitting are underway for West Ashley from 2nd to 3rd. There are no construction funds in the FY26 budget. Funds may be available mid-year once other capital project grant decisions have been communicated to the city.
-

-Intersection of Peas/Bowens/Folly Roads

- The city approved a contract in FY25 and funds for final design and permitting are included in the FY26 budget.
- No construction funds (or final cost estimate) are available at this time.

Aaron Pope, AICP, ICMA-CM
City Administrator

City Council Meeting Minutes 7:00 PM Tuesday, July 8, 2025

1. CALL TO ORDER/ROLL CALL

2. INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Farley led the invocation.

3. MAYOR'S COMMENTS

- a. City Administrator Aaron Pope mentioned that the council received a memo about a proposed paid parking signage ordinance. He clarified that this would help improve transparency in pricing and create a consistent appearance for signage. Mr. Pope stated that a draft ordinance will be presented to the council soon.
- b. Jenna Stephens, Zoning Administrator. Ms. Stephens stated that the Red Sunset Lane committee met and discussed potential solutions for the road and parking management proposal. She explained that one option would be for the owners to grant an easement to the city to allow parking enforcement and continued gravel maintenance without needing a budget amendment. Ms. Stephens stated that another idea was that the city may explore a private service to help move trash bins to the designated collection point because trash trucks have difficulty making it down the road. Mayor Goodwin stated that he is not in favor of the idea of the city contracting a private company to move their trash cans. He stated that there are services on the island already, if they want to reach out and partner with them that is on them to do so.
- c. Mayor Goodwin stated that there will be a Hurricane and Disaster Preparedness meeting in partnership with Charleston County Emergency Management on July 17th from 5:30-6:30 at the Community Center.
- d. Councilmember Fink gave an update on Senior Transportation. He stated that he has been working with staff and Councilmember Bizzell to address all the questions and concerns that citizens have. Councilmember Fink said that staff received a letter from BOCCOG and CARTA stating that their program is not an option for the city. He explained that they are exploring other options and solutions.

4. STAFF REPORTS

5. APPROVAL OF AGENDA

Councilmember Houghton moved to approve the agenda. Councilmember Fink seconded. Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

6. APPROVAL OF MINUTES

Councilmember Houghton moved for approval. Councilmember Bizzell seconded. Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

7. PERSONAL APPEARANCES

Marilyn Clifford with Our Lady of Good Counsel. Ms. Clifford requested approval to use the Folly River Park for the Jubilee Picnic on October 18th, 2025. She explained that the picnic was to celebrate the 75 years on Folly.

Councilmember Farley moved to approve. Councilmember Houghton seconded.

Councilmember Rich urged them to have a rain date for the following weekend.

Ms. Clifford stated that she would like to have a rain date for the following weekend.

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes;

Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor

Goodwin, Yes.

All in Favor. Motion Approved

Dr. Elko & Vanessa Oltmann requested approval for the ASBPA National Beach Sweep on August 24th, 2025. Dr. Elko stated that this beach sweep is in partnership with the National American Shore and Beach Preservation Association. She asked the council for 215 one-day parking passes at the established daily rate of \$10 per pass.

Councilmember Rich moved to approve the event with their parking request. Councilmember Houghton seconded.

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

Dr. Elko awarded Mayor Goodwin the SC Beach Advocate lifetime legacy award. She thanked Mayor Goodwin for his involvement and leadership in forming the SC Beach Advocate group.

8. CITIZENS' COMMENTS

9. COMMISSION, BOARD, COMMITTEE REPORTS

10. OLD BUSINESS

- a. **RESOLUTION 22-25:** A Resolution by The Folly Beach City Council Awarding a Contract to Young & Young for Prosecution Services for a Period of Four Years (2025-2029) Beginning July 1, 2025.

Councilmember Houghton moved for approval. Councilmember Rich seconded.

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

11. NEW BUSINESS

- a. **ORDINANCE 011-25:** An Ordinance Amending the Folly Beach Code of Ordinances Sections 134.50 To 134.99 Governing Abandoned and Derelict Vessels to Address Changes in State Law.

Councilmember Houghton moved for approval. Councilmember Bizzell seconded.

Councilmember Rich moved to postpone until the next meeting.

No Second. Motion Fails.

Councilmember Farley stated that there will be an executive session next month where the conversation can be fleshed out with the city attorney.

Ordinance 011-25

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, No; Mayor Goodwin, Yes.

Motion Approved. 6-1

- b. **RESOLUTION 24-25:** A Resolution by The Folly Beach City Council Amending the Contract Award to Johnson, Mirmiran, and Thompson (JMT) For Needed Subsurface Utility Engineering Services Related to Water Main Replacements Described by Resolution 33-23 And Funded by The South Carolina Infrastructure Improvement Program (SCIIP) from \$477,700 to \$517,300.

Councilmember Houghton moved for approval. Councilmember Fink seconded.

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes;

Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

- c. **RESOLUTION 25-25:** A Resolution by The Folly Beach City Appointing a Public Defender for The City of Folly Beach.

Councilmember Fink moved for approval. Councilmember Grooms seconded.

Councilmember Bizzell, Yes; Councilmember Fink, Yes; Councilmember Houghton, Yes; Councilmember Farley, Yes; Councilmember Grooms, Yes; Councilmember Rich, Yes; Mayor Goodwin, Yes.

All in Favor. Motion Approved

12. COUNCIL COMMENTS

Mayor Goodwin asked the community to keep the citizens of Texas in their thoughts and prayers during this unimaginable time after recovering from the devastating flooding.

Councilmember Rich stated that there are a lot of events and information on the city calendar. He wished the community a safe summer.

Councilmember Bizzell said that the RiverDogs will be hosting another Folly night for the community. He explained that residents can come pick up tickets at City Hall with proof of residency.

Councilmember Houghton encouraged the community to use their local library and participate in its programs. She also mentioned that the Baxter Patrick James Island Library will host a special event, Small Island Big Impact, The Story of Folly Beach, which features a discussion with author Gretchen Robinson.

Councilmember Farley gave a welcome to his daughter and grandchildren who are visiting from North Carolina.

Councilmember Fink congratulated the Public Safety Department on their efforts in keeping the community safe during the July 4th weekend.

Councilmember Grooms reminded the community to pick up their native plant seeds for their gardens at City Hall.

13. ADJOURNMENT

ALL MEDIA AND OTHER INTERESTED PARTIES
WERE NOTIFIED PURSUANT TO STAT LAW.

Beach Clean Up Stations

- The beach clean-up station initiative is a collaboration between Relic Sustainability and Dead Low Cafe. Relic Sustainability is a clothing company out of Easthampton, NY. They use a portion of their sales to replenish oyster beds in Long Island as well as build beach cleanup stations.
- Currently, they have over 110+ clean-up stations around the country.
- Dead Low Cafe is the only station currently in use in the Southeast. This is a great opportunity for the city of Folly Beach to be first movers in promoting tourists and locals to do their part in maintaining the health and beauty of our beaches.
- We discussed 6 initial stations located at the major beach accesses between 2E and 3W, including the pier. Each station will be located where trash receptacles are currently in place.
- The idea of the Public Works Department assisting in the installation of post hole digging was brought up during our meeting and is a great idea
- It was also noted that the parking division could potentially monitor the status of the stations (i.e. in working order) and report back to me if there is any damage or missing components.
- The signs are low maintenance and do have a graffiti-proof coating on them.
- The upfront cost of the stations will be covered by Relic Sustainability and we will only be responsible for shipping costs. Currently estimated at \$500. The use of city discretionary funds was discussed. If money is a limiting factor, Relic and Dead Low will provide funding because we believe so strongly in this cause.
- If you have any other questions, please reach out, and I will do my best to answer or connect you with Jack Fink, the founder of Relic Sustainability. Thank you for your time.

Respectfully,

Patrick Garlock

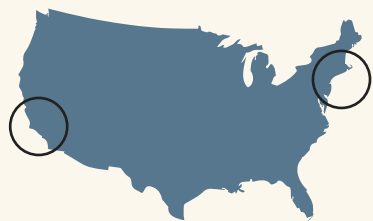
THE COASTAL COLLABORATIVE™

A COMMUNITY-DRIVEN SOLUTION TO COASTAL POLLUTION

**GRAB A BASKET.
PICK UP LITTER.
EMPTY & RETURN.**



The Coastal Collaborative helps communities establish simple, cost-effective beach cleanup stations. Each station provides reusable baskets that beachgoers can use to collect litter as they walk—returning them after use.



25+
MUNICIPALITIES

110+
CLEANUP STATIONS

A SHARED SOLUTION

Our program involves the shareholders of our beaches as part of a collective solution to keeping them clean.

- **The Coastal Collaborative:** Supplies materials, support, and design help.
- **Municipality:** Approves installation and maintains preexisting trash cans.
- **Community Group:** Coordinates setup, can source sponsor to cover cost.
- **Beachgoers:** Participate by using and returning baskets.

GETTING STARTED

The only requirement for success: a regularly maintained trash can and someone to check the station occasionally. Ready for a station?

ENGINEERED TO LAST

Built from marine-treated pine and stainless steel hardware, our stations are designed to last for years in the harsh marine environment. Easy to install and includes all needed materials.

**STAINLESS
HARDWARE**

**100%
RECYCLED
PLASTIC,
US MADE**

**MARINE
GRADE
TREATED
WOOD**



FULLY CUSTOMIZABLE

All signage and baskets can be designed to fit your branding and be inclusive of partnerships.



Let's work together to keep our beaches clean.

Station Assembly

Aug 2022



©Relic Design LLC 2022

Materials, Tools, Hardware

Materials For One Station	
Station Sign (Aluminum, 18" x 24")	1
Docking Station	1
Recycled Plastic Baskets	4
Truss Supports	2
4" x 4" x 10"	1
Sign Washers (1.25" OD, 18-8 Stainless)	4
Sign Bolts (1.5", 18-8 Stainless)	4
Decking Screws (Flat Head Star-bit)	12

Tools Required for Build / Install

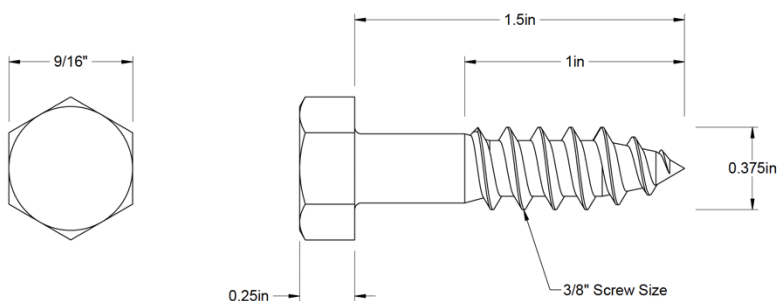
To build and install the station, you will need the following tools:

- Post Digger & Shovel (not required for railing mounting)
- Wrench, socket wrench, or skate tool to tighten 9/16" hex head bolt.
- Star-Bit
- Drill, with 1/4" or 15/64" drill bit

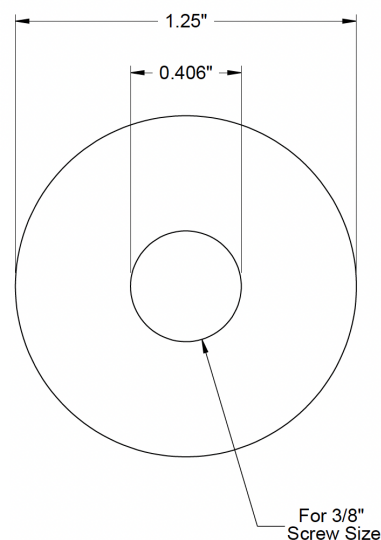
Decking
Screws



Sign Bolts

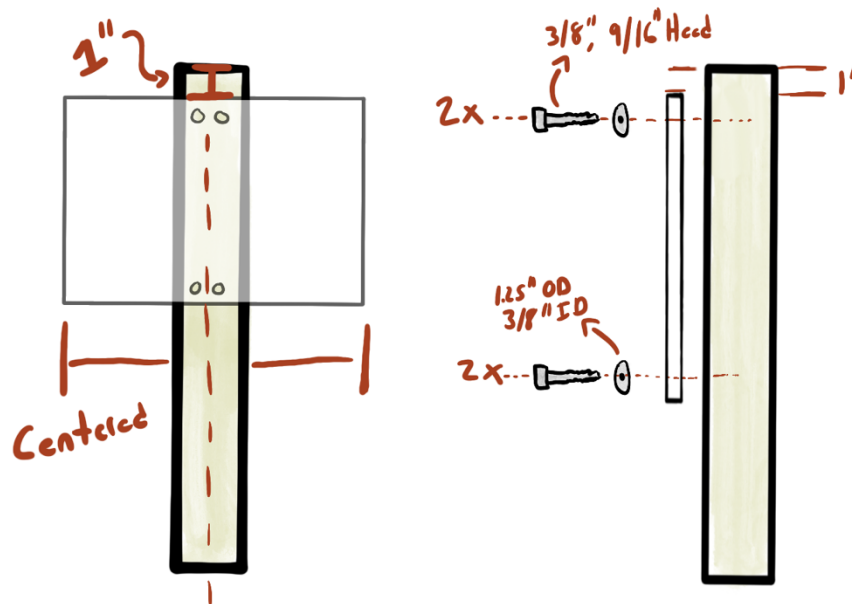


Sign Washers



Installation and Instructions

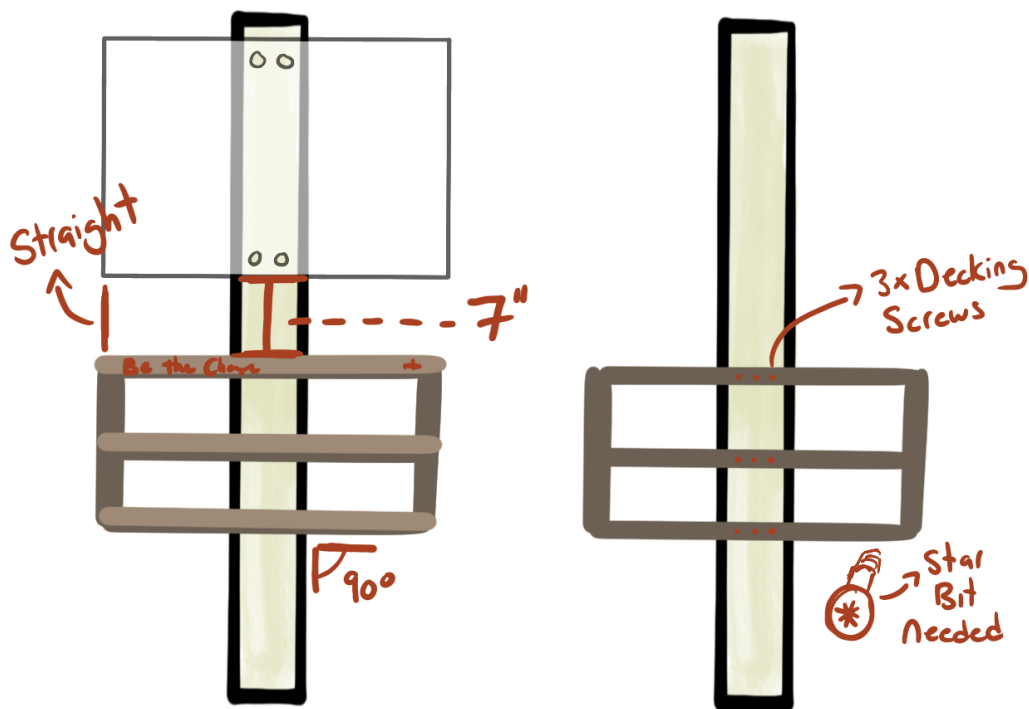
1. **Attaching The Sign:** The sign should be mounted with the top edge 1" from the top of the 4x4x10.
 - a. Measure and draw a line 1" down from the top of the 4x4. With the 4x4x10 laid down, place the top edge of the sign at the line. Center and mark the 4x4x10 at the drilled sign holes.
 - b. Remove the sign and using a 15/64 or 1/4 inch drill bit, predrill the 4 marked holes for sign fastening bolts.
 - c. Attach the sign to the 4x4x10 using the hex-head bolts and washers provided.



2. Mounting the Docking Station:

- a. With the 4x4x10 laid down, mark a line 7" below the bottom edge of the attached sign.
- b. Lay the docking station onto the 4x4 and make sure it is level and centered. Make sure the "Be the Change" is facing outward and upright.

- c. While applying pressure to the docking station, drive 3 decking screws through each of the 3 back pieces of the docking station and into the 4x4x10. Be careful to not sink these too deeply and crack the wood! Going slow is safer.



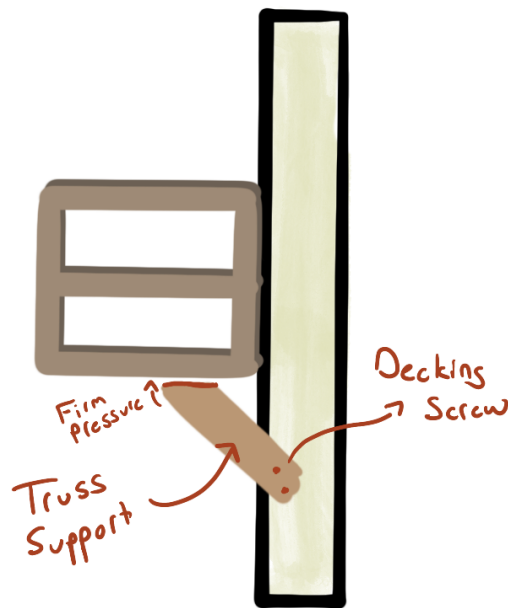
3.

4. Putting the Station in the Ground:

- a. Confirm that the placement will not significantly obstruct view to the water line, block passageway. Make sure that the station will be close to the onsite trash can.
- b. Using a post digger or shovel, dig a hole for the 4x4 as deep as needed to make sure that the station is at the right height for people to easily grab baskets. The sign is usually chest height, with the baskets position at waste height.
- c. Burying depth can vary given the substrate and the type of install, but make sure that the station is firmly buried in the ground with significant 4x4 beneath the surface.
- d. Smooth displaced sand around the station.

5. Install the Truss Supports:

- a. With the station sunk in the ground, use 2 decking screws to fasten the truss supports to the 4x4x10. Make sure the supports are firmly pressed against one of the bottom pieces of the station (the one that the baskets sit on).
- b. Be careful to not sink the screws too deep and crack the supports.



6. Admire your work... that's it.



PURCHASE AND SALE OF 108 WEST COOPER AVENUE

Description of Property:

108 W Cooper Ave is a full lot next to the fire station, zoned island commercial, and has an existing quadplex. Each apartment has 1 bedroom and 1 bathroom. The property is on septic systems.

List price: \$1,495,000.00

Reason to purchase the property:

- The purchase is an excellent and unique opportunity for the City of Folly Beach to secure the property that is the best suited for future expansion.
- The purchase would allow for additional parking of City of Folly Beach vehicles.
- The purchase would provide potential housing options for city employees.

Current use:

The apartments are rented on a monthly basis. Starting September 1st, the monthly rental rate will be \$1,500/month until the end of the year for current renters.



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: Special Events Committee

Mayor and Council,

The Special Events Committee met on August 4th, 2025, to review the applications for the upcoming Mermaid and Mateys, Charleston Beach Olympics 2026, and Outer Banks Filming Request. Below, please find the recommendations made by the committee:

Mermaid and Mateys- October 4th, 2025:

This event is on the City's pre-approved event list and does not require full Council review. City staff will continue working with the FAB on logistical details related to safety and festival footprint.

Outer Banks Filming- August 25th & 26th, 2025:

Narrow Isle Productions, LLC is requesting approval for a high-impact filming project located at Bowen's Island Restaurant. The producer has requested one Folly Beach Police Officer to be on site. The committee voted unanimously to forward this application to the City Council for review and recommends approval.

Charleston Beach Olympics 2026-April 25th,2026

The Pattison's Academy is requesting exclusive use of the beach in front of the Pelican Pavilion for their Therapeutic Summer Camp. The committee raised concerns about the requested date of April 25th, 2026, citing that this is spring break and a very busy time for Folly Beach. The committee voted unanimously not to recommend approval due to safety concerns. The committee stated that they will work with the county and the applicant to find a better-suited date. The event request is now up for City Council review.

Special Events Committee

Event Name	Outer Banks Season 5 Filming
Event Date	8/25/2025
Event Location	Bowens Island Restaurant
Beginning Time (Including setup)	6AM
End Time (including breakdown) ((After 6pm is HIGH IMPACT))	8PM
Event Name	Outer Banks Season 5 Filming
Description of Event	Filming scenes for Outer Banks inside & outside of Bowens Island Restaurant
Will there be use of any of the following items (prop firearm(s), blood, general acts of violence)	No
Applicants must show how they plan and will notice the area of filming. Documentation	1288
Specific locations on the Island (Street/Park/Beach)	Bowens Island Restaurant 1870 Bowens Island Rd, Charleston, SC 29412
Please list any vendors involved in your event (ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH)	Narrow Isle Productions, LLC. No outside vendors on site.
Documentation (Insurance, Letters of Approval from Other Party')	6752TheCityofFollyBeach_W38745180.pdf
Signature Box	Thomas Parris
Date	7/17/25
Number of crew and staff.	120

Main Contact	Glenn Coltharp
Organization (If applicable)	Charleston Beach Olympics
Address	Mailing Address Only: 1755 Central Park Road Unit 7213, Charleston, SC 29412
Cell Phone	8032423387
Email	gcoltharp@gmail.com
Event Location (Physical Address or Nearest Beach Access)	Folly Beach County Park - Pelican Watch Access Point
Event Date	4/25/26
Beginning Time (including setup)	8am
End time (including breakdown)	6-7pm
Estimated Number of Attendees	100-120
Event Name	Charleston Beach Olympics 2026
Event Purpose	The event is held to raise funds to send as many kids as possible to Pattison's Academy Therapeutic Summer Camp. Pattison's is an education and rehabilitation academy in Charleston providing comprehensive, year-round programs, to support children to young adults with severe disabilities and their families. Pattison's Academy Therapeutic Summer Camp is the ONLY therapeutic summer program in the Lowcountry for these individuals however it receives no program revenue relying solely on the support of the community. Tuition for summer camp enrollees weighs in at a hefty \$2,000 per student. Pattison's summer program provides essential interaction, education and therapeutic support (speech, OT, PT and more) to disabled children-young adults in

	Charleston; as well as bridges a gap for families who often cannot afford to hire care or leave work during the summer months to look after their loved ones.
Description of Event	The Charleston Beach Olympics boasts a day full of friendly beach competition where 30 randomly drawn teams of four will battle it out in the sand with events like sack races, mind games, relays, and more. Think field day but on the beach!
Please list any vendors involved in your event(ALL VENDORS MUST HAVE BUSINESS LICENSE WITH CITY OF FOLLY BEACH	Not any currently at this time.



CITY OF FOLLY BEACH

1st Reading: July 8th, 2025
2nd Reading: August 12th, 2025

Introduced by: Mayor Goodwin
Date: July 8th, 2025

ORDINANCE 011-25

AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES SECTIONS 134.50 TO 134.99 GOVERNING ABANDONED AND DERELICT VESSELS TO ADDRESS CHANGES IN STATE LAW.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: Deleted material struck through, new material shown in red,)

§ 134.50 PURPOSE AND AUTHORITY.

(A) *Authority.* The provisions are adopted pursuant to the police powers of municipalities generated by state legislation, including the State Home Rule Act, construed in accordance with provisions of the South Carolina State Constitution and the South Carolina Code of Laws, and pursuant to the authority conferred by **S.C. Code Title 5, specifically §§ 5-7-30 and 5-7-140 thereof, and S.C. Code Title 50, specifically §§ 50-21-30(C)(1), 50-21-80, and 50-21-190(B) 5-21-200 to 5-21-270** thereof.

(B) *Purpose.* The provisions of this subchapter are adopted for the promotion of the public health, safety, welfare, and general convenience by:

(1) Ensuring that vessel owners are responsibly using the city's waterways without causing undue environmental harm, creating hazardous conditions, or leaving derelict and abandoned vessels in the waterways; and

(2) Preventing environmental harm of spilled fuel, human waste, or other pollutants that can be associated with derelict or live aboard vessels not properly pumped or maintained; and

(3) Protecting human life and navigation hazards associated with over-crowded waterways, haphazardly moored vessels, or sunken vessels, particularly near public boat landings and other crowded areas; and

(4) Protecting, preserve, restore, and enhance the city's natural waterways and marshes; and

(5) Preventing damage to public bridges and boat landings, and private docks and marinas through improperly moored or listing vessels; and

(6) Preventing wasteful tax expenditures for the cost of removing sunken and abandoned vessels.

(Ord. 22-20, passed 10-13-20; Am. Ord. 005-24, passed 3-12-24)

§ 134.51 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**ABANDON or ABANDONED.** Any watercraft that has been moored, stranded, wrecked, sinking, or sunk, and has been left unattended for longer than 45 days. A watercraft is not **ABANDONED** if it is legally moored on private property. (S.C. Code § 50-21-10(1))~~

ABANDONED VESSEL. A vessel that: (a) is wrecked, junked, or in a state of disrepair; (b) does not have a visible identifier; and (c) remains on the waters of the State, or on public property adjacent thereto, for at least ten consecutive days from the day an abandoned vessel notice is posted on the vessel. (S.C. Code § 50-21-210(A)(1))

~~**BOAT.** A vessel. (S.C. Code § 50-21-10(2)).~~ A vessel or watercraft of any type or size specifically designed to be self propelled, whether by engine, sail, paddle, or other means, which is used to travel from place to place by water. (S.C. Code § 50-21-10(2); S.C. Code Ann. Regs. 30-1(D)(7))

CITY. The City of Folly Beach.

DEPARTMENT. The South Carolina Department of Natural Resources.

DERELICT VESSEL. A vessel that: (a) is wrecked, junked, or in a state of disrepair; (b) has a visible identifier; and (c) remains on the waters of the State, or on public property adjacent thereto, for at least twenty-one consecutive days from the day a derelict vessel notice is posted on the vessel. (S.C. Code § 50-21-210(A)(2))

FLOATING STRUCTURE. A man-made object other than a watercraft that is capable of flotation and that is not authorized by a permit issued by an agency of this state. (S.C. Code § 50-21-30(A))

JUNKED. Substantially stripped of vessel components.

LEGALLY MOORED. Any watercraft or floating structure that is not abandon or abandoned and:

- (1) Moored to a dock or marina berth with permission from the dock or berth owner;
- (2) Moored to a mooring buoy that is permitted by the ~~Department of Health and Environmental Control~~ **Department of Environmental Services** with permission from the buoy owner;
- (3) Moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021.

OPERATE. To navigate, steer, drive, or be in control. It also includes the manipulation of moving water skis, a moving aquaplane, a moving surfboard, or similar moving device. (S.C. Code § 50-21-10(15))

OUTBOARD MOTOR. A combustion engine or electric propulsion system, which is used to propel a watercraft and which is detachable from the watercraft as a unit. No **OUTBOARD MOTOR** of less than five horsepower or its equivalent is required to be titled under this chapter. (S.C. Code § 50-21-10(17))

OWNER. A person, other than a lienholder, who claims lawful possession of a vessel or outboard motor by virtue of legal title or equitable interest in it which entitled him or her to possession. (S.C. Code § 50-21-10(18))

PERSON. An individual, a partnership, a firm, a corporation, an association, or other legal entity. (S.C. Code § 50-21-10(19))

PUBLIC SAFETY. The Folly Beach Department of Public Safety.

REGISTERED OWNER. A person listed as the owner on a state's vessel registration records or on a United States Coast Guard certificate of documentation.

RESPONSIBLE PARTY. A person who has the rights to the possession and use of a vessel.

USE. Operate, navigate, or employ. (S.C. Code § 50-21-10(26))

VESSEL. Every description of watercraft, other than a seaplane regulated by the federal government, used or capable of being used as a means of transportation on water. (S.C. Code § 50-21-10(27))

VISIBLE IDENTIFIER. A visible identifier includes: (a) a hull identification number; (b) a vessel registration number of this state or another state; or (c) a vessel name and home port.

WATERS OF THE CITY. Waters within the territorial limits of the city but not on private lakes or ponds.

WATERS OF THE STATE. Waters within the territorial limits of the state but not private lakes or ponds. (S.C. Code § 50-21-10(29))

WATERCRAFT. Anything used or capable of being used as a means of transportation on the water but does not include: a seaplane regulated by the federal government, water skis, aquaplanes, surfboards, windsurfers, tubes, rafts, and similar devices or anything that does not meet construction or operational requirements of the state or federal government for watercraft. (S.C. Code § 50-21-10(30))

WRECKED. Listing due to water intake or hull damage, or aground and cannot be extracted without mechanical assistance.

(Ord. 22-20, passed 10-13-20; Am. Ord. 005-24, passed 3-12-24)

§ 134.52 ENFORCEMENT OF STATE LAW GOVERNING ABANDONED AND DERELICT VESSELS.

(A) Abandoned vessels, derelict vessels, and sunken vessels are public nuisances and violative of both this Code and State law, in particular South Carolina Code §§ 50-21-220 to 270. Pursuant to South Carolina Code § 50-21-230 and this Code of Ordinances, the City's Department of Public Safety is authorized to enforce South Carolina Code §§ 50-21-220 to 270 within the City's corporate limits extending outward to one mile from the high-water mark of any bordering navigable body of water, including the authority:

- 1) to enforce South Carolina Code § 50-21-220 in magistrate court, including seeking convictions of not more than ten thousand dollars, imprisonment for not more than sixty days, or both and further holding violator's liable for all costs arising from the removal and disposal of the vessel from the waters of the State;
- 2) to enforce South Carolina Code §§ 50-21-240 & -250, including to locating, identifying, providing notice, and reporting vessels that are wrecked, junked, or in a state of disrepair; and

- 3) to enforce South Carolina Code § 50-21-260 & -270, including removal of abandoned and derelict vessels and commencing civil actions against a responsible party.

(B) This provision does not limit the authority of the City's Department of Public Safety to enforce other provisions of Title 50 of the South Carolina Code of Laws on the waters of the State pursuant to South Carolina Code §§ 23-20-10, *et seq.*, 50-21-30(B), or 50-21-80. Any such enforcement against actions or vessels located within the corporate limits set forth in South Carolina Code § 5-7-140 (one mile seaward of the high tide line of the Atlantic Ocean and the low-water mark of any other navigable body of water bordering the City) may be pursued in municipal court. All other violations on State waters beyond the corporate limits (except where specifically extended by State law) shall be pursued in the magistrate court or other appropriate state court.

§ 134.53 DERELICT OR ABANDONED VESSELS WITHIN CITY'S CORPORATE LIMITS.

In addition to State law, the following provisions of this Section apply to abandoned and derelict vessels located within the City's corporate limits as defined by South Carolina Code § 5-7-140 and may be enforced at the option of the City in the municipal court.

(A) It is unlawful to abandon a watercraft or outboard motor on the public lands or waters within the City's corporate limits ~~of this state or city~~ or on private property without permission of the property owner. This section does not apply to persons who abandon a watercraft in an emergency for the safety of the persons onboard; however, after the emergency is over, the owner and operator of the abandoned watercraft shall make a bona fide attempt to recover the watercraft.

(B) If a watercraft or floating structure is found to be in violation of § 134.54 (mooring permit required to moor or anchor ~~within territorial limits of the city~~) and the permit holder or owner fails to respond within ~~45~~ **10 consecutive** days, this shall constitute abandonment.

(C) A person violating the provisions of this section is guilty of a misdemeanor and may be charged **with a municipal ordinance violation or a violation of State law.** ~~upon conviction, must be fined not less than \$1,000 nor more than \$5,000 or imprisoned up to 30 days, or both. In addition, the City may seek removal of the vessel, costs of removal, or other remedies provided by State law. the owner must remove the abandoned watercraft within 14 days of conviction. The city municipal court is vested with jurisdiction for cases arising under this section.~~

~~—(D) An abandoned watercraft, floating structure or outboard motor may be removed at the risk and the expense of the owner and disposed of by the city. If removed by the city, all costs associated with the removal and storage of the watercraft shall become a lien against the watercraft, floating structure or outboard motor. Nothing contained in this section shall prohibit the city from exercising its rights to bring an action to recover such costs associated with the removal and storage of the watercraft, floating structure or outboard motor by the city. (S.C. Code § 50-21-190)).~~

(Ord. 22-20, passed 10-13-20; Am. Ord. 005-24, passed 3-12-24) Penalty, see § [134.99](#)

~~§ 134.53 DERELICT VESSELS PROHIBITED.~~

~~It shall be unlawful to anchor, moor or ground on the public land or waters of this city, as defined in S.C. Code § 5-7-140, to include waters out to one mile seaward of the high tide line on the Atlantic Ocean and waters out to the low water mark on any navigable body of water bordering the corporate limits of the city or on private property without permission of the property owner, any derelict vessel. Indicators that a vessel is derelict include, but are not limited to, the following:~~

- ~~—(A) Improper, non-working, or no anchor light;~~
- ~~—(B) Vessel is neglected, or substantially dismantled, or improperly maintained, or is not able to be used for navigation as intended;~~
- ~~—(C) Vessel does not comply with current registration requirements;~~
- ~~—(D) Vessel is barnacle-laden;~~
- ~~—(E) Vessel interior is exposed to the elements (rain, waves, and the like);~~
- ~~—(F) Vessel is listing;~~
- ~~—(G) Vessel is aground;~~
- ~~—(H) Vessel is in danger of breaking or dragging its mooring;~~
- ~~—(I) Vessel is sinking;~~
- ~~—(J) Vessel is abandoned; or~~
- ~~—(K) Vessel fails to display a city permit as required in § 134.54.~~

~~(Ord. 22-20, passed 10-13-20; Am. Ord. 005-24, passed 3-12-24) Penalty, see § 134.99~~

~~§ 134.54 PERMIT REQUIRED TO MOOR OR ANCHOR WITHIN TERRITORIAL LIMITS OF THE CITY.~~

~~(A) Any watercraft or floating structure that remains moored, anchored, or otherwise located within a one-mile radius of the Folly Beach Boat Landing, 97 Center Street, Folly Beach, South Carolina on public waters the waters of the city for more than 14 consecutive days must obtain a permit from the city's Public Safety Department.~~

~~(B) The cost of a permit may not exceed fifteen dollars.~~

~~(C) The permit requirement does not apply to watercraft:~~

- ~~(1) moored to a dock or marina berth with permission from the dock or berth owner;~~
- ~~(2) moored to a mooring buoy that is permitted by the Department of Health and Environmental Control with permission from the buoy owner; and~~
- ~~(3) moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021.~~

~~—(B) Pursuant to S.C. Code § 50-21-30(C)(2) notwithstanding S.C. Code § 5-7-140(B) the city's corporate limits where bordering on the high water mark of a navigable body of water, other than the Atlantic Ocean, are extended to the center of the channel of the navigable body of water for the sole purpose of enforcing this section.~~

~~(D) Pursuant to S.C. Code § 50-21-30(C)(2), notwithstanding Section 5-7-140(B), the corporate limits of the City are extended to the center of the channel of any navigable body of water bordering the City for the sole purpose of enforcing this ordinance.~~

(E) (1) ~~In order to obtain a permit, There is no cost for a permit, however~~ the owner must present:

- (a) Proof of ownership;
 - (b) Proof of current insurance;
 - (c) Proof of current state or Coast Guard registration;
 - (d) Name, address, and phone number of a local contact who can respond and has authority to take action on a vessel within 24 hours if called by Public Safety;
 - (e) Description of mooring technique, and explanation of its adequacy for the location; **and**
 - (f) Attestation that the vessel is neither derelict nor abandoned.
- (2) Permits expire unless renewed every 60 days.

(D) Permit regulations. Permitted watercraft and floating structures:

- (1) May only be moored or anchored in the area provided on the permit;
- (2) May not be anchored or moored within 500 yards of a boat landing, community dock, public bridge, or marina, except for vessels with express written permission of the owner of the boat landing, community dock, or marina;
- (3) May not be moored or anchored or able to swing within 100 feet of any other legally anchored or moored watercraft or floating structures or permitted mooring, dock or marina without written permission of the owner;
- (4) Must display current state, federal, or foreign registration, and must provide a current permit, official documentation of ownership and registration if requested by Public Safety;
- (5) Must be kept free of litter, debris, barnacles, algae, and other unsightly growth. This requirement applies not only to removal of loose litter, but to materials that already are, or become, trapped or pinned against watercraft and floating structures;
- (6) Must not be unsightly, derelict, abandoned, neglected, or substantially dismantled, or improperly maintained, or be unable to be used for navigation as intended;
- (7) Must not be listing, aground, sinking, in danger of breaking its mooring or anchor, dragging its mooring or anchor, or otherwise unsuccessfully, improperly, or unsafely moored or anchored;
- (8) Must have a local contact listed on the permit able to **respond to** the watercraft or floating structure within 24 hours of a Public Safety officer contact or attempt to make contact;
- (9) Must be equipped with a holding tank if slept on and must provide to Public Safety proof of regular weekly pump outs of the vessel's holding tank upon request;
- (10) Must not be subject to complaints of excessive noise, thefts, firearms violations, controlled substance violations, or other disturbances of possible danger to the environment or any person, emanating from the vessel or its crew;
- (11) Must display proper anchor lights.

(E) If Department of Natural Resources, ~~Department of Health and Environmental Control~~ **Department of Environmental Services**, or the Director of Public Safety determines there are safety-related or environmental reasons for denying permission during a particular period of time, or in a particular place, or in a particular manner or has been identified as an abandoned watercraft by the Department of Natural Resources, the permit will be revoked.

(F) If a person's permit has been revoked twice, an additional permit shall not be granted for a period of one year.

(G) Within four hours of a hurricane warning being declared, each vessel operator shall secure their vessel to prevent the vessel, and/or its parts or contents from damaging the property of others.

(H) This section does not apply to the following watercraft or floating structures:

~~—(1) Moored to a dock or marina berth with permission from the dock or berth owner;~~

~~—(2) Moored to a mooring buoy that is permitted by the Department of Health and Environmental Control **Department of Environmental Services** with permission from the buoy owner; or~~

~~—(3) Moored to a mooring buoy with permission from the buoy owner, provided that the buoy is in the location as it existed on public waters on June 30, 2021.~~

(41) A vessel seeking safe harbor from dangerous weather or in the event of mechanical failure for up to seven days; or

(52) A vessel anchored while actively engaged in fishing or other noncommercial recreational activities.

(I) Permit denial or revocation.

(1) Permits may be denied or revoked for non-compliance with the provisions of this subchapter or other federal, state, county or city laws governing or related to the watercraft or floating structure.

(2) If a permit is denied or revoked a person may reapply for a permit once they are in compliance with the provisions of this subchapter and other federal, state, county and city laws governing or related to the watercraft or floating structure.

(3) Permits may be denied or revoked for violations of this subchapter or other federal, state, county or city laws governing or related to the watercraft or floating structure, as well as, violations of federal state, county or city laws committed on or involving the watercraft or floating structure.

(4) A person who is denied or revoked for two or more violations of this subchapter or other federal, state, county or city laws governing or related to the watercraft or floating structure, or violation of federal, state, county or city laws committed on or involving the watercraft or floating structure shall be ineligible to apply for a permit for a period of one year from the date of the second violation.

(5) A person who is denied a permit or has their permit revoked may appeal the decision to the city's hearing officer by filing written notice with the Director of Public Safety within ten days of being notified of the denial or revocation.

(J) Renewal and changes to permit.

(1) Permits must be renewed every 60 days.

(2) Permit holders must notify the Police Department within 24 hours of any changes to the information provided in the permit application.

(K) Illegal mooring and anchoring.

(1) It shall be unlawful for any watercraft or floating structure to remain moored, anchored, or otherwise located on the waters of the city for more than 14 consecutive days without first obtaining a permit from the city Police Department as set forth above.

(2) It shall be unlawful to attach a watercraft or floating structure to a mooring ball, dock, or other floating structure without the express permission of the owner.

(3) It shall be unlawful to attach a watercraft or floating structure to a mooring ball, dock, or other floating structure marked for law enforcement purposes or other use by the city.

(L) Enforcement. A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, may be sentenced to pay a fine not exceeding \$500 or serve a term not exceeding 30 days in jail or both. Each day a violation of this section thereof shall continue shall constitute a separate offense.

(Ord. 22-20, passed 10-13-20; Am. Ord. 005-24, passed 3-12-24) Penalty, see § [134.99](#)

§ 134.55 WATERCRAFT TITLES

~~—(A) Any watercraft or outboard motor, or both, held or principally used in this state must be titled by the Department. An owner of a watercraft or outboard motor titled in this state must notify the Department within 30 days if ownership is transferred to another person, entity, or transferred out of state or otherwise disposed.~~

~~—(B) *Exceptions to titling.*~~

~~—(1) Watercraft documented by the U.S. Coast Guard or its predecessor or successor agency and water skis, aquaplanes, surfboard, windsurfers, and similar devices, and those watercraft propelled exclusively by human power are not required to be titled.~~

~~—(C) *Evidence of ownership.*~~

~~—(1) A certificate of title to a watercraft or outboard motor is prima facie evidence of ownership of a watercraft or outboard motor. All watercraft and outboard motors subject to the titling requirements of this section must be titled.~~

~~—(2) No person may acquire a watercraft or outboard motor, subject to the titling requirements of this section and S.C. Code Title 50, without obtaining a certificate of title or in the case of a new watercraft or outboard motor a manufacturer's or importer's statement of origin reflecting the person acquiring the watercraft or outboard motor as the original purchaser as provided in this section and/or S.C. Code Title 50. In the case of watercraft or outboard motors from other jurisdictions that do not require titling, a bill of sale and proof of registration may be substituted for this title.~~

~~—(3) No person may dispose of a watercraft or outboard motor subject to the titling provisions of this section and S.C. Code Title 50 without transferring to the person acquiring the watercraft or outboard motor a certificate of title reflecting the transfer of the watercraft or outboard motor. In the case of new watercraft, a manufacturer's statement of origin must be delivered to the purchaser. In the case of watercraft or outboard motors from other states or foreign jurisdictions, which do not title such watercraft or outboard motors, a bill of sale and proof of registration may be substituted.~~

~~(Ord. 005-24, passed 3-12-24)~~

§ 134.56 SEIZURE OF CERTAIN WATERCRAFT AND FLOATING STRUCTURES; NOTICE OF SEIZURE AND OF TIME FOR REMOVAL; FORFEITURE AND DISPOSAL.

~~—(A) Illegally moored or anchored watercraft or floating structures, a stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft, floating structure or outboard motor, a watercraft, floating structure or outboard motor for which the true owner is not determined, or a watercraft, floating structure or outboard motor on which the manufacturer's or assigned serial number has been destroyed, removed, covered, altered, or defaced may be seized.~~

~~—(B) Upon seizure of the watercraft, floating structure or outboard motor, the city shall notify a person claiming an interest in it, and the person has the right to prove his or her interest before the circuit court in the county where the property was seized. If no action is filed within 60 days of notification, the Department may retain the property for official use or transfer the property to another public entity for official use, sell the property at public auction, or, if the watercraft, floating structure or outboard motor is determined to be unsafe, destroy it. The proceeds derived from the sale must be deposited in the boating operating fund of the city for administration of the program.~~

~~—(C) When the city determines the owner of a seized watercraft, floating structure or outboard motor and related marine equipment, it shall notify the owner by certified mail of the procedure, the location, and the fact that he or she has not less than 30 days from the date of the certified letter to remove the equipment from the city's designated storage facility. If a security interest has been perfected, the city must notify the lienholder by certified mail allowing 30 days to respond. Failure to respond within 30 days or remove the watercraft, floating structure or outboard motor by the date designated forfeits the equipment to the city to be used or disposed of according to law.~~

~~—(D) *Removal.* The city may choose to have an illegally moored or anchored watercraft or floating structure, stolen or abandoned, junked, adrift, destroyed, or salvaged watercraft or outboard motor remain in the found location until such time as the owner of the watercraft, floating structure or outboard motor is located, the watercraft, floating structure or outboard motor is sold, or such time as all courses of laws are fulfilled.~~

~~(Ord. 005-24, passed 3-12-24)~~

~~§ 134.57 DUTY OF OWNERS, AND THE LIKE, TO KEEP WATERCRAFT AND FLOATING STRUCTURES CLEAN.~~

~~—(A) It shall be the duty of the owner, agent, occupant or lessee of any watercraft or floating structure to keep the watercraft or floating structure free of litter, debris, barnacles, algae and other unsightly growth, including litter or debris that becomes trapped or pinned against any part of the watercraft or floating structure.~~

~~—(B) It shall be unlawful to cause or allow any litter from a watercraft or floating structure to enter into the waters or lands of the city.~~

~~—(C) If an owner, agent, occupant or lessee of any watercraft or floating structure fails to remove litter, debris, barnacles, algae, or other unsightly growth, including litter or debris that becomes trapped or pinned against any part of the watercraft or floating structure, the Police or Livability Department shall serve written notice upon the owner, agent, occupant and/or lessee to correct the violation within five days.~~

~~—(D) A person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, may be sentenced to pay a fine not exceeding \$500 or serve a term not exceeding 30 days in jail or both. Each day a violation of this section thereof shall continue shall constitute a separate offense.~~

~~(Ord. 005-24, passed 3-12-24)~~

§ 134.585 ADMINISTRATION AND ENFORCEMENT.

(A) *Administration.* The administration and enforcement of the provisions of this subchapter shall be vested in the City of Folly Beach Public Safety Department. City Public Safety officers shall have the authority to board any vessel subject to the provisions of this subchapter or to any applicable rule or regulation for the purpose of inspection or determining compliance and are empowered to issue a summons for appearance in court or make arrest for violations of this subchapter or the rules and regulations prescribed thereunder.

(B) When necessary, the Department of Public Safety may act, or may join in action with other agencies, to declare a vessel "abandoned" or "derelict," or to determine and abate any unsafe or environmentally hazardous conditions, by towing, relocating, removing any vessel, or taking any other action reasonably necessary.

~~—(C) Public Safety shall post conspicuous notice on any vessels that are in violation of permit conditions, or that have an expired or revoked permit. Public Safety shall then continue to monitor the violating vessel until ten days have elapsed from the date of the posting. If the~~

person in control of the vessel returns, or contacts Public Safety, and abates the violation within that time, no further actions, other than payment of accrued fees, need to be taken.

~~—(D) If the owner of any unattended vessel anchored, moored, docked, or stored in city waters fails to respond to notices or pay fines and fees as required by this section for more than ten days from the posting, the vessel may be taken into custody by the Department of Public Safety and stored in a safe place of storage.~~

~~—(E) The owner shall be responsible for the costs of towing, storage, removal, and salvage of the vessel. Any vessel towed, removed, relocated or impounded shall be subject to a lien for associated costs. The owner of the vessel may only redeem the vessel from the designated storage area upon payment of costs and fees. The city or its contractor is not liable for damages associated with towing or enforcement.~~

~~—(F) If a vessel is seized and towed, Public Safety shall report the vessel to the Department of Natural Resources for owner notification. If the vessel is deemed abandoned by the Department of Natural Resources, it shall be eligible for removal in accordance with South Carolina state law.~~

(F) (G) This section does not limit any other rights granted to the city or Public Safety by federal, state or local law.

(Ord. 22-20, passed 10-13-2020; Am. Ord. 005-24, passed 3-12-24)

§ 134.99 PENALTY.

(A) A person violating the provisions of this chapter is guilty of a misdemeanor and, upon conviction, may be sentenced to pay a fine not exceeding \$500 or serve a term not exceeding 30 days in jail or both. Each day a violation of this section thereof shall continue shall constitute a separate offense.

~~—(B) For each day over the 30 days that a violation of §§ 134.52 through 134.57 is not abated, there will be a \$50 per day fine. The imposition of this fine shall not be suspended. Each day of violation after the expiration of the 30-day period provided in § 134.41(B) shall constitute a separate offense for the purpose of calculating the civil penalty.~~

(C) A person violating any State law provisions referenced in this Chapter and subject to fines and other punishments outlined in the State law. The magistrate court has jurisdiction over violations of State law. In addition to any other penalties allowed by federal, state or local law, a person violating the provisions of §§ 134.50 through 134.54 is guilty of a misdemeanor and, upon conviction, must be fined not less than \$1,000 nor more than \$5,000 or imprisoned up to 30 days, or both. In addition, the towner must remove the abandoned watercraft within 14 days of conviction. The city Municipal Court is vested with jurisdiction for cases arising under this section

RATIFIED this 12th day of August 2025, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

1st Reading: August 12th, 2025
2nd Reading:

Introduced by: Mayor Goodwin
Date: August 12th, 2025

ORDINANCE 012-25
AN ORDINANCE AMENDING FOLLY BEACH CODE OF ORDINANCES SEC. 36.16
(INFORMAL PURCHASING AND BIDDING PROCEDURES) TO ALLOW THE
PROCUREMENT MANAGER TO APPROVE CERTAIN EXPENDITURES
UNDER 5000 DOLLARS.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: ~~Deleted material struck through~~, new material shown in red,)

§ 36.16 INFORMAL PURCHASING AND BIDDING PROCEDURES.

(A) Purchase orders shall be used for all purchases more than ~~of~~ \$400. For all purchases under \$400, a payment voucher or request for check shall be submitted, signed by the department head with all receipts attached. For small one time purchases of less than \$400, petty cash may be used if approved by the Mayor, City Administrator, or Finance Director.

(B) When the value of purchases for supplies, services, goods or construction does not exceed \$1,000, a limited purchase order (LPO) shall be used. The LPO shall be signed by the department head certifying that each transaction is appropriate and insuring that no abuse or unauthorized use has occurred. No other signature is required on these transactions.

(C) When the value of purchases for supplies, services, goods or construction is estimated to be in excess of \$1,000 and less than \$5,000, and the amount for the purchase has been approved in the current fiscal year's budget, a Standard Purchase Order (SPO) shall be signed by the department head certifying that each transaction is appropriate and insuring no abuse or unauthorized use has occurred. The purchase order shall then be signed by one of the following, Mayor, City Administrator, Director of Finance, **or Procurement Manager.**

(D) When the value of purchases for supplies, services, goods, or construction is estimated to be

in excess of \$5,000 and less than \$10,000, and the amount for the purchase has been approved in the current fiscal year's budget, at least two oral quotes shall be obtained by the department head. The names of the vendors and the solicited quotations shall be listed on the face of the purchase order. If the vendor selected by the department head is not the lowest cost, a statement of reason must be provided as to how the selected vendor has provided the most advantageous agreement with the city. The department head shall sign the purchase order and submit it along with all supporting documentation to one of the following for signature: Mayor, City Administrator, or Director of Finance.

RATIFIED this _____ day of _____ 2024, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin , Mayor



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: Purchasing and Bidding Procedures Update

Mayor and Council,

As the city has grown, its purchasing activities have also grown. With this increased demand the city needs to expand its administrative capabilities and ability to provide additional redundancies to ensure that city procurement is conducted accurately and timely so as to not to interrupt city operations. The recent addition of the Purchasing and Payroll Manager within the finance department now offers opportunities to expand our capabilities and provide this redundancy. In this effort, I propose that the Procurement Manager be given standard purchase order approval authority up to \$4,999,99. All other procedures and controls remain unchanged.

Lee Gessner
Finance Director



CITY OF FOLLY BEACH

1st Reading: August 12th, 2025
2nd Reading:

Introduced by: Mayor Goodwin
Date: August 12th, 2025

ORDINANCE 013-25

**AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES
SECTION 118.02 (COMMERCIAL ACTIVITY ON PUBLIC PROPERTY
GENERALLY) TO CREATE A CONCESSIONS FRANCHISE AT 3RD STREET WEST,
SECTION 118.03 (COMMERCIAL ACTIVITY ON THE PUBLIC BEACH) TO DEFINE
THE LIMITS OF ALLOWABLE FRANCHISE COMMERCIAL ACTIVITY, AND
SECTION 118.04 (FRANCHISE AGREEMENTS ON PUBLIC PROPERTY)**

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that the Folly Beach Code of Ordinance be amended as follows:

NOTE: Deleted material struck through, new material shown in red,

§118.02 COMMERCIAL ACTIVITY ON PUBLIC PROPERTY GENERALLY.

(A) No commercial activity shall occur on a street, sidewalk, right-of-way, beach, or other public property or interfere with the public's use of such public property unless the business has a franchise from the city, is approved by City Council, or is being operated as part of a special event regulated by Chapter 153.

(B) Concessions operations provided by a vendor operating under a franchise agreement with the city are allowed at Ocean Park (3rd Street West).

(1) No products or services shall be sold or rented by concessions vendors unless expressly allowed under an approved franchise agreement.

(2) Concessions operations may not operate beyond the hours identified in an approved franchise agreement.

(3) Concessions operations may not operate beyond the area described in an approved franchise agreement.

§118.03 COMMERCIAL ACTIVITY ON THE PUBLIC BEACH.

(A) There are hereby designated two sections of the public beach, Section One and Section Two. No commercial activity is permitted ~~on in Section One or Section Two~~ of the public beach except as expressly provided for herein.

~~—(1) Section One is the area between 3rd West and 3rd East. The commercial activities allowed within Section One are as follows:~~

(1) Section One is the area between 3rd West and 3rd East.

(2) Section Two is the balance of the public beach.

~~(a)~~(B) Beach chair and umbrella rentals provided by vendors operating under a franchise agreement with the city ~~are allowed in Section One and Section Two~~.

(1) No more than two beach chair and umbrella rental franchises shall be allowed in each Section.

(2) No other goods except beach chairs and umbrellas shall be delivered to or transported on the public beach.

(3) Each vendor may transport beach chairs and umbrellas by motorized vehicles on public property in Section One and Section Two.

a. Each vendor may only operate two motorized vehicles in either Section at the same time.

b. From May 1 to October 31, no motorized vehicle may operate prior to the completion of turtle monitoring and the issuance of an all-clear notice from the city or its designee.

c. In Section Two, chairs and umbrellas must be transported by accessing the public beach at the nearest drivable beach access.

d. All drivers and supervisors employed by the vendor must complete proof of beach driving safety certification.

e. All franchise holders operating motorized vehicles on the public beach must provide documentation of liability naming the city as an additional insured.

(4) All beach chairs and umbrellas, except for approved wooden lounge chairs located in Section One, shall be removed from the public beach prior so sundown.

(5) Groupings of chairs and umbrellas provided by franchise holders may not exceed a maximum of 30 feet width or depth, must be spaced at least 30 feet from other groupings of

chairs or umbrellas, and may not be located within 30 feet of the entrance to a public beach access.

(6) Beach chair and umbrella franchise holders may not advertise on the beach except that each franchise holder may have one tent in Section One, no larger than ten feet by ten feet, that includes the provider's name, logo, and contact information. In Section Two, franchise holders may use a maximum of two unmarked tents, no larger than ten feet by ten feet, to support their operations. All tents must be removed from the public beach prior to sundown.

~~—(b) Personal watercraft rental vendors operating under a franchise agreement with the city. No more than one franchise shall be allowed. Personal watercraft rentals which shall meet the following standards:~~

~~——1. The franchisee shall possess on-site proof of current registration (certificate of numbers) for each personal watercraft (PWC).~~

~~——2. All employees shall be CPR certified, and the franchisee shall have an automated external defibrillator ("AED") on site. The vendor shall also have a safety plan in coordination with Charleston County Parks and Recreation lifeguards.~~

~~——3. The vendor shall have one CPR certified employee with no additional responsibilities than to watch the watercraft from shore.~~

~~——4. Watercraft shall be kept in safe working condition.~~

~~——5. Failure to adhere to these standards will result in revocation of the franchise agreement and business license.~~

~~—(2) Section Two is the balance of the public beach. The commercial activities allowed within Section Two are as follows:~~

~~——(a) Beach chair and umbrella rentals provided by vendors operating under a franchise agreement with the city. No more than two franchises shall be allowed.~~

~~——(b) (C) Surf and paddleboard lessons and camps are allowed in Section Two.~~

1. Surf and paddleboard lessons are limited to a maximum of five students. Lessons do not require a franchise agreement but must obtain permission from City Council and a business license annually. Permission from City Council will only be considered if proof of the safety standards and certifications of division (A)(2)(b)3. is presented to Council. Lessons must occur outside of Section One and the washout (1500 block) and do not have exclusive right to any section of the beach.

2. Surf and paddleboard camps involving more than five students must have a franchise agreement with the city. There will be a maximum of four surf camp franchises per year on the beach and two paddleboard camp franchises, with location determined by city staff in

coordination with franchise holder. Camps must not exceed 40 students and can only operate between the hours of 8:00 a.m. to 1:00 p.m. Camps must comply with the safety standards and certifications of division (A)(2)(b)3.

3. All surf and paddleboard lessons and camps must adhere to the following safety standards.

a. Lessons and camps must have one instructor for every five students.

b. At least one instructor per ten students must be lifeguard, CPR, and first aid certified, with current certifications on file with the city. This certification requirement also applies to lessons, classes, and camps having less than ten students. There must be a first aid kit on site.

c. Each provider must carry liability insurance of at least \$1,000,000 that names the City of Folly Beach as an additional insured.

d. Lesson and camp providers may not advertise on the beach, but ~~franchise holders~~ **approved providers** may have a tent no larger than ten feet by ten feet that includes the provider's name, logo, and contact information.

e. Failure to adhere to these standards will result in revocation of the franchise agreement and business license.

~~(B) (D) Weddings and photography activities~~ **Commercial activity related to weddings and photography** ~~are is~~ allowed in Section One and Section Two and ~~does~~ not require a franchise agreement or City Council approval, but ~~does~~ require a current business license. ~~However, these~~

(1) Wedding and photography related activities shall not interfere with the activities of **approved franchisees**.

(2) Any items delivered to the public beach for a wedding or other event (such as tents, pulpits, chairs, plants, arbors, or decorations) must be delivered from the nearest public walkover, unless the event has permission to use a private beach access. In no case shall these items be transported on the public beach by motorized vehicles.

(3) All items must be removed before sunset, before the tide reaches them, or no later than two hours after the conclusion of the event, whichever is sooner.

~~—(C) (E)~~ City Council may approve other lessons, classes, camps, or additional commercial activities in Section One or Section Two.

~~(D) (F)~~ A business license and all franchise fees as denoted in § 118.04 shall be paid and obtained by the business license application deadline as specified in § 110.04(C) before any commercial activity is conducted on the public beach.

(Ord. 29-19, passed 9-10-19; Am. Ord. 09-21, passed 4-13-21) Penalty, see § 118.99

§ 118.04 FRANCHISE AGREEMENTS ON PUBLIC PROPERTY.

(A) City Council is authorized to enter into franchise agreements with vendors on public property, **including the public beach**, pursuant to ~~state law~~ **SC Code 5-7-30** which allows municipalities and counties to franchise public property to private concerns.

~~—(B) (1)~~ (1) The minimum bid amount shall be determined by City Council prior to publication of the request for bids. City Council may also require vendors to pay a percentage of their gross proceeds in addition to the amounts bid. The award of a franchise to a vendor shall be determined through the competitive bid process using the criteria set forth in § 36.17.

~~—(C) (1)~~ (2) Each ~~of the~~ approved vendors shall enter into ~~up to a five-year~~ **three year** franchise agreement with the city, with City Council having the option to extend the franchise **annually** for up to an additional ~~five~~ **two** years with an extension fee and/or re-negotiated franchise fee as set by Council if the extension is in the best interest of the city.

~~—(2)~~ (3) Franchise agreements are contracts between the city and vendors. Once the terms and conditions have been negotiated, the agreements shall be placed on the City Council agenda for approval. Upon approval, the Mayor or Mayor's designee shall execute the agreements on behalf of the city.

~~—(D) (4)~~ (4) All vendors shall be restricted to ~~staying within the areas of operation designated in the~~ **operational allowances specified in the** franchise agreements **including but not limited to products and services offered, location, operating hours, and limits on the number of participants**., ~~except the personal watercraft vendors who shall be allowed to leave its designated location to launch personal watercraft in its assigned lane. In no other circumstances shall any vendor be mobile or allowed to operate outside his or her designated area. Vendors shall also be limited to the type of business set forth in the awarded bid. Vendors shall not vary or expand the services or products offered without re-negotiating the contract and without permission from City Council.~~

~~—(E)~~ (5) Business types may not be combined for the bidding process. A vendor, however, may bid on two of the same types of franchise in the same area of public property.

~~—(F) (6)~~ (6) Vendors shall be responsible for clearing trash, debris, and any equipment from assigned areas as more fully set forth in the franchise agreement daily. ~~Storage of equipment is permitted in unobtrusive containers approved by the Code Enforcement Officer as to location and appearance, or as negotiated in the franchise agreement. In the event of a tropical storm or hurricane, all storage boxes, equipment, or any other items used in the transaction of business must be removed 24 hours prior to forecasted landfall within 100 miles of Folly Beach. The Code Enforcement Officer has the power to require removal in his or her discretion based on other adverse weather conditions or tidal events.~~ **No storage of any item is allowed on the public beach or other public property absent an agreement approved by City Council.**

~~(G)~~ (7) Franchise agreements shall not be sold or assigned to another vendor.

(6) All vendors awarded a franchise agreement shall be subject to an audit in the final business license year of the awarded term.

~~—(H)~~ (B) Any violation of the above or violation of terms and conditions of the franchise agreement shall **may** result in the revocation of the franchise agreement. ~~and vendor's business license.~~ **To initiate revocation,** ~~The~~ City License Official shall send a written notice of the revocation to the vendor by registered or certified mail, ~~return receipt requested and delivery restricted to the addressee~~ **and by email to the address registered with the city.** The vendor shall have ten business days from the receipt of said notice to submit a written Notice of Appeal to the Municipal Clerk of Council.

~~—(I)~~ (C) Upon timely receipt of a notice of appeal of a revocation of a franchise agreement ~~and business license,~~ **a hearing shall be held by the Council or its designee within 30 days after receipt of a request for appeal following the procedures of Section 110.16 (C).** ~~the Municipal Clerk of Council shall notify the Mayor or the Mayor's designee, and the item shall be placed on the agenda of the next regular City Council meeting whose agenda has not already closed. The Municipal Clerk of Council shall notify the applicant of the date and time of the hearing. A special meeting of City Council may be called in order to address the hearing of the appeal.~~

~~—(J) On the date of the hearing, the City Council shall hear the appeal and shall determine whether a cause for revocation of the franchise agreement and business license exists. The Council may deny the appeal if it finds that cause for revocation exists.~~

(Ord. 29-19, passed 9-10-19) Penalty, see § 118.99

§118.99 PENALTY.

Any person violating any provision of this code for which no specific penalty is prescribed shall be subject to § 10.99.

RATIFIED this _____ day of _____ 2025, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

FULL NAME , Mayor



CITY OF FOLLY BEACH

1st Reading: August 12th, 2025
2nd Reading:

Introduced by: Mayor Goodwin
Date: August 12th, 2025

ORDINANCE 014-25

AN ORDINANCE AMENDING THE FOLLY BEACH CODE OF ORDINANCES CHAPTER 72 (PARKING REGULATIONS) TO ALLOW FOR AN ADMINISTRATIVE REVIEW AND DETERMINATION OF ERROR PRIOR TO THE SCHEDULING OF A COURT DATE FOR PARKING CITATIONS.

The City Council of Folly Beach, South Carolina, duly assembled, hereby ordains that Folly Beach Code of Ordinance be amended as follows:

NOTE: Deleted material struck through, new material shown in red,)

72.16 PARKING CITATIONS.

(A) Pursuant to S.C. Code 1976, § 56-7-80(G), a notice of violation in the form of a parking citation, may be issued in lieu of immediately issuing a summons to its owner or driver by a police officer or other person appointed as a code enforcement officer for any for any vehicle parked, standing, or stopped in violation of a city ordinance or state law. A copy of the parking citation shall be issued by placing it on the windshield of the illegally parked vehicle in a prominent place thereon. No parking citations shall be issued for violations of S.C. Code § 16-11-760, which requires the issuance of a uniform traffic ticket.

(B) Parking citations must cite only one violation and contain, at a minimum, the following information:

- (1) The state, license plate number, and make of the vehicle in violation of this section;
- (2) The name and title of the person issuing the citation;
- (3) The date and time when the citation was issued;
- (4) The nature and description of the parking violation observed;
- (5) The ~~date, time and location of the hearing~~ **manner by which an administrative review of the citation by the parking contractor to determine an error of issuance may be requested;** and
- (6) Information advising the owner/ operator of the vehicle that they ~~must~~ **may** admit the violation and pay the penalty listed on the citation or **must, within thirty (30) days from the date of the citation,** deny the violation and **request to** appear at ~~the a~~ hearing in Municipal Court ~~on the date and time provided on the citation~~ and advising that failure to do so may result in impoundment or immobilization of the vehicle.

(C) Parking citations **for which no error of issuance has been found by administrative review** must be filed with the Municipal Court and may be disposed of only by official action of the Court or by payment of the fine. It shall be unlawful for any person to alter or destroy any

parking citation issued under this section except in a manner consistent with this section and state law. Employees of parking contractors who issue parking citations shall attend Municipal Court and testify when citations they issued are being contested, if requested to do so by a Municipal Court Judge or the Director of Public Safety.

(D) No person shall solicit the cancellation of any parking citation.

(E) A person who issues a parking citation shall be authorized to cancel the citation within 24 hours of issuing the citation, but the reason for the cancellation must be shown on the citation.

(F) No parking citation shall be dismissed absent a determination that no violation occurred. Late payment penalties may be reduced or removed if mitigating circumstances exist. Whenever a citation is dismissed, the reason for doing so must be recorded and retained.

RATIFIED this ____ day of _____ 2025, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin
Date: August 12th, 2025

RESOLUTION 27-25
A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL
AWARDING A \$62,000 SOLE-SOURCE CONTRACT TO KIMLEY-HORN TO
COMPLETE THE ENGINEERING PLANS FOR BOWENS ISLAND, PEAS ISLAND,
AND FOLLY ROADS.

WHEREAS, The city continues to pursue projects to increase pedestrian and vehicular safety in the community; and

WHEREAS, Kimley-Horn was selected to develop the initial project concept and provided the concept plan; and

WHEREAS, The development of the conceptual plan, agency coordination, and associated data gathering gives Kimley-Horn a unique understanding of the needs for further development; and

WHEREAS, The staff seeks approval for a sole-source contract of professional engineering services from Kimley-Horn and Associates, Inc. to develop a final design and permitting documents for the Bowens Island, Peas Island, and Folly Roads intersection improvements project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that the Administration is authorized to award a sole-source contract with Kimley-Horn for \$62,000 for the engineering and permitting of the previously approved concept plans to improve safety at the intersection of Bowens Island, Peas Island, and Folly Roads.

RATIFIED this 12th day of August 2025 at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: Sole Source Kimley-Horn

Mayor and Council,

Staff seeks approval for the sole-source procurement of professional engineering services from Kimley-Horn and Associates, Inc., for the Folly Road intersection improvements project.

Project Background: Through the RFQ process, Kimley-Horn was selected to develop this initial project concept and provided the concept plan in October of 2024. Their research and knowledge of the project's specifics makes them uniquely qualified to proceed with the next phase.

Justification for Sole Source: The selection of Kimley-Horn is based on the following justifications:

- Prior Knowledge: Kimley-Horn's in-house development of the project's design concept gives them an intimate understanding of the site and its constraints that is unavailable from other firms.
- Continuity and Efficiency: An outside firm would require a costly and time-consuming ramp-up period, causing unnecessary additional costs and delays
- Specialized Expertise: Kimley-Horn has had preliminary meetings with SCDOT about this concept and a clear plan for obtaining the required encroachment permit.

Scope of Work: Based on the November 18, 2024, proposal, Kimley-Horn will provide:

- Task 1 - Roadway Design Plans: Development of preliminary and final roadway engineering permit plans, including coordination with a survey subconsultant (Atlas Surveying), the City, and SCDOT.
- Task 2 - Bid Phase Services: Preparation of a bid package, attendance at a pre-bid meeting, and answering bidder questions.
- Task 3 - Limited Construction Phase Services: Provision of services during the construction phase on an hourly basis, including a pre-construction conference, responding to RFIs, site visits to observe progress, and closeout inspections.

Project Cost: The lump-sum cost for Tasks 1 and 2 is \$52,000. Task 3 is hourly, up to a maximum of \$10,000, for a total not-to-exceed amount of \$62,000. The City budgeted \$65,000 in FY26 budget for Kimley-Horn in Public Works contracts which will cover this expense.

Recommendation: Based on Kimley-Horn's unique qualifications, prior project knowledge, and the need for continuity and efficiency, I recommend a sole-source award for the professional services outlined in their proposal.

Sincerely,

Eric Lutz
Director of Public Works

November 18, 2024

Mr. Eric Lutz
City of Folly Beach
21 Center Street
Folly Beach, South Carolina, 29439

Re: Folly Road and Bowens Island Road/Peas Island Road – Roadway Engineering Professional Services Agreement

Dear Mr. Lutz,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("the Agreement") to the City of Folly Beach ("Client" or "City") for providing roadway engineering services related to the Folly Road at Bowens Island Road/Peas Island Road intersection improvements.

PROJECT UNDERSTANDING

It is our understanding that the City requests roadway design, SCDOT permitting, bid assistance, and construction administration services for the Folly Road at Bowens Island Road/Peas Island Road intersection improvements concept dated October 12, 2024 by Kimley-Horn. An SCDOT encroachment permit will be needed to perform the work.

SCOPE OF SERVICES

The Consultant will provide the services specifically set forth below.

Task 1 – Roadway Design Plans

Kimley-Horn will contract with Atlas Surveying to provide survey. Kimley-Horn will coordinate and manage the effort of the survey subconsultant. Kimley-Horn will coordinate the subconsultant's scope of work, schedules, and provide a cursory review of their deliverables on behalf of the Client.

Kimley-Horn will develop preliminary roadway engineering permit plans for the proposed Folly Road improvements. Preliminary roadway permit plans will consist of a cover sheet, general notes, typical sections, plan and profile sheets, signing and pavement marking plans, and traffic control plans. This task will include project management efforts and coordination and correspondence with the City and SCDOT.

It is assumed that no utility coordination will be needed for the project.

After an internal review of the preliminary plans, Kimley-Horn will submit an electronic PDF of the preliminary roadway permit plans to the Client for review and approval. Based on the comments received on the preliminary permit plans, Kimley-Horn will develop final roadway design plans. Final

plans will consist of all the elements included in the permit plans with Client revisions incorporated. Kimley-Horn will prepare reproducible final plans in general accordance with SCDOT general procedures and policies relating to local roadway design.

Permitting

Kimley-Horn will submit one electronic copy of the permit plans to SCDOT for review as a part of an encroachment permit application. Kimley-Horn will attend one meeting with SCDOT to review the permit plans if needed. It is assumed that all SCDOT permit plan review for the project will be performed by SCDOT District staff, and it is assumed that the permit plans will not be sent to SCDOT Headquarters for review.

Kimley-Horn will revise the permit plans in accordance with SCDOT review comments. It is assumed that there will be two rounds of SCDOT comments. Kimley-Horn will submit an electronic copy of the approved sealed plans to the Client for construction.

Special Provisions and Engineer's Opinion of Probable Construction Cost

Based upon the final plans, quantity computations will be performed by Kimley-Horn for each item of work designated as unit price pay items. Computations will be tabulated for inclusion in the Bid Document.

Where possible, the "Standard Specifications for Highway Construction and Standard Special Provisions," issued by the SCDOT, will apply for materials and construction of all work. However, when no applicable specification exists, Kimley-Horn will prepare Special Provisions for those items of work not covered in the Standard Specifications or existing Standard Special Provisions.

Utilizing recent bid data from similar projects in the area, Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPCC) for this project. The OPCC will be based on the final summary of quantities and will be utilized in the final bid analysis and award, as well as the Client's acquisition of Performance Bonds for the construction of the project.

Task 2 – Bid Phase Services

Kimley-Horn will prepare the bid package to be in general concurrence with previous bid packages prepared by the Client. Kimley-Horn will provide the bid package to the Client for contractors to acquire the bid package from. The Client will be responsible for advertising the project for construction.

Kimley-Horn will attend up to one (1) Pre-Bid Meeting with the Client. The Client is to provide the location for the Pre-Bid Meeting. Kimley-Horn will prepare meeting notes from the Pre-Bid Meeting.

Kimley-Horn will answer Client questions about the bid documents as needed during the bid process.

Task 3 – Limited Construction Phase Services

Kimley-Horn will provide limited professional construction phase services for the project as requested by the Client up to the budget provided. This phase begins at the start of construction or the completion of bidding, whichever occurs first.

This task consists of the following:

- Conduct a Pre-Construction Conference prior to commencement of construction activity.
- Respond to Contractor requests for information (RFI) made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- Make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. This task will be performed on an hourly basis.

Additional Services

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

- Landscaping and Hardscaping Design and Plans
- Lighting and Electrical Plans
- Post-Construction BMP Design
- Structural Design Services
- Wetland Delineation and Permitting
- Public Meetings and Involvement
- Subsurface Utility Exploration (SUE)
- Construction Engineering & Inspection (CEI)

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

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

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 and 2 for the total lump sum labor fee below. All permitting, application, and similar project fees will be paid directly by the Client. Kimley-Horn will perform the Services in Task 3 on an hourly labor fee plus expense basis.

Task	Fee Type	Fee
1 – Roadway Design Plans	Lump Sum	\$46,000
2 – Bid Phase Services	Lump Sum	\$6,000
Total Lump Sum Fee		\$52,000
3 – Limited Construction Phase Services	Hourly	Up to \$10,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. Labor fee will be billed on an hourly basis according to our then-current rates.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the Client” shall refer to the **City of Folly Beach**.

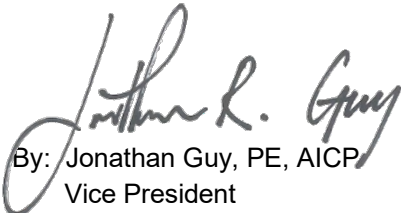
Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


By: Jonathan Guy, PE, AICP
Vice President


Laura Kelly, EIT, AICP
Project Manager

The City of Folly Beach

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words “in full satisfaction” or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn’s deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client’s sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys’ fees, resulting therefrom. Kimley-Horn’s electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client’s sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates (“Intellectual Property”) in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn’s services include providing Client with access to or a license for Kimley-Horn’s (or its affiliates’) proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> (“the License Agreement”) which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn’s services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days’ written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn’s services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn’s performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn’s officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys’ fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn’s officers, directors, employees, agents, and subconsultants, shall not exceed twice the total

compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



REQUISITION

Requisition #: REQ2617257

Date: 07/31/2025

Vendor #: 04181

ISSUED TO: KIMLEY-HORN AND ASSOCIATES, IN
421 FAYETTEVILLE ST
SUITE 600
RALEIGH, NC 27601-

SHIP TO: City of Folly Beach
PO Box 48
21 Center St
Folly Beach, SC 29439

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Phase 2 Bowens/Peas Island intersection		0.00 10-5300-5100	62,000.00
PO Description: Phase 2 Bowens/Peas Island intersection safety Detailed Description: Phase 2 Bowens/Peas Island intersection safety improvements iaw with proposal to include: Roadway Design Plans, Bid phase services, and limited construction phase services.				

Authorized By: _____

SUBTOTAL:	62,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	62,000.00



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin
Date: August 12th, 2025

RESOLUTION 28-25

**A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL
ALLOWING STAFF TO REQUEST \$72,267.99 FROM THE CITY OF FOLLY BEACH
STORMWATER FUND HELD AT CHARLESTON COUNTY TO PAY FOR
ADDITIONAL STORMWATER DRAINAGE CONSTRUCTION AT 4TH STREET EAST
BETWEEN EAST COOPER AND EAST ASHLEY AVENUES.**

WHEREAS, The City has approximately \$500,000.00 in the stormwater funds collected and held by Charleston County on the City's behalf; and

WHEREAS, The County has previously awarded a contract to Gulfstream Construction for the drainage improvements along 4th Street East; and

WHEREAS, The County could only fund 90% of the construction as designed, stopping at the mid-block of 4th East between Cooper and Ashley Avenues; and

WHEREAS, The City wishes to fund a change order for the additional scope, which is already part of the approved design, to complete full construction from the mid-block of East Cooper to East Ashley Avenues. This will incorporate the full design as drawn by ICE Engineering in the Phase II portion of the East Ashley drainage improvements within CTC bid number 6048-25C.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that Charleston County is authorized to approve the change order from Gulfstream Construction in the amount of \$72,267.99 for the completion of the Phase II Ashley Ave drainage improvements on 4th street East as designed to be paid from the city's storm water fund balance held at Charleston County.

RATIFIED this 12th day of August 2025 at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Date: August 12th, 2025

Re: 4th St. East Drainage Improvements

Mayor and Council,

Staff is seeking approval from City Council to authorize the use of county-held stormwater funds for the completion of drainage improvements on 4th Street East, currently under construction now.

Background:

- The City of Folly Beach has approximately \$500,000 in its stormwater fund balance, which is held by Charleston County.
- Charleston County previously awarded a contract to Gulfstream Construction for drainage improvements on 4th Street East.
- The County was only able to fund 90% of the construction as it was designed, which will result in the project stopping at the middle of the block on 4th East, between Cooper and Ashley Ave.

Resolution 28-25 seeks to use \$72,267.99 from the City's stormwater fund balance to complete the full construction from the mid-block on East Cooper to East Ashley Avenue. This funding will cover a change order for the additional scope, which is already part of the approved design. The change order will be approved by Charleston County and paid to Gulfstream Construction out of the City's stormwater fund balance.

Sincerely,

Eric Lutz
Director of Public Works



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin
Date: August 12th, 2025

RESOLUTION 29-25

A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL REPEALING THE PRESENT ORGANIZATIONAL CHART AND FORMALLY ADOPTING A NEW ORGANIZATIONAL CHART THAT WILL TAKE EFFECT IMMEDIATELY UPON ADOPTION OF THE RESOLUTION.

WHEREAS, Section 32.01 of the Folly Beach Code of Ordinances allows the Mayor to authorize any administrative officer who is subject to his or her direction and supervision to perform certain duties with respect to the supervision and administration of city departments; and

WHEREAS, Section 33.01 of the Folly Beach Code of Ordinances creates the departments of the city and places the heads of those departments under the supervision of the City Administrator; and

WHEREAS, Resolution 53-11 modified the city's organizational chart to reflect that, in order to meet the needs of the city at that time, the Director of Public Safety and the Director of Public Works would report directly to the Mayor; and

WHEREAS, The structure, organization, and services provided by the various departments have changed since 2011; and

WHEREAS, The Mayor and Council propose to adopt a new organizational chart reflecting these changes, including placing the Director of Public Safety and the Director of Public works under the supervision of the City Administrator.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Folly Beach that the City of Folly Beach Organizational Chart, which is attached hereto and incorporated by reference, is hereby found to be necessary and appropriate for implementation and shall be deemed effective on the date of the passage of this Resolution.

RATIFIED this 12th day of August 2025 at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin
Date: August 12th, 2025

RESOLUTION 30-25
A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL
ESTABLISHING A MINIMUM BID AMOUNT FOR BEACH CHAIR AND UMBRELLA
RENTAL FRANCHISES.

WHEREAS, The city awards franchises to beach chair and umbrella rental companies; and

WHEREAS, The city awards these franchises through competitive bidding; and

WHEREAS, Franchisees must pay 4% of gross receipts to the city annually in addition to a base bid; and

WHEREAS, Current beach chair and umbrella rental franchises expire on April 30, 2026; and

WHEREAS, Council desires to establish a base bid amount for the operating period beginning on May 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, that the base bid for beach chair and umbrella franchise awards shall be \$5,000 annually for the term of the franchise contract to be paid in addition to a percentage of gross income reported.

RATIFIED on this 12th day of August 2025 at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin

Date: August 12th, 2025

RESOLUTION 31-25

A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL ADOPTING THE 2025 UPDATE TO THE CITY OF FOLLY BEACH MARSH MANAGEMENT PLAN.

WHEREAS, The city's *Marsh Management Plan*, was adopted in 2019 and was the first comprehensive marsh management plan in the State; and

WHEREAS, The *Marsh Management Plan* established goals, strategies, and programs to promote a healthy marsh ecosystem while protecting private property in the city; and

WHEREAS, The city strives to maintain a five year cycle of updates to all long range planning documents to establish an orderly schedule of review and revision to reflect accomplishments as well as changing conditions; and

WHEREAS, The *2025 Marsh Management* update will refine existing strategies, prioritize the ongoing protection and maintenance of the marsh areas within the city, and introduce new initiatives; and

WHEREAS, The plan update reflects the latest environmental data and community input gathered during a series of interviews, public meetings, and stakeholder feedback.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, that The *2025 Marsh Management Plan* is hereby adopted and will serve as the basis for ongoing work to preserve And enhance the city's marsh ecosystems and protect private property.

RATIFIED this 12th day of August 2025 at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor

Executive Summary

Marshfront Management Plan 2025

Folly Beach is a unique ecological area encompassing approximately 8,600 acres of saltwater marsh, tidal creeks, and marsh islands. These habitats play a critical role in floodwater absorption, pollutant filtration, and supporting diverse recreational and commercial activities.

The Marshfront Management Plan (MMP) aims to provide strategic recommendations for protecting, restoring, and managing Folly Beach's marshfront areas. This update to the original 2019 MMP reflects the need for ongoing research and adaptation in marsh management, having drawn upon lessons learned from similar initiatives across South Carolina's coastal towns.

Key components of the updated MMP include an emphasis on collaboration among stakeholders, clearly defined responsibilities, refined regulatory frameworks, and robust educational initiatives. The management plan acknowledges the dynamic nature of the marshfront and the importance of maintaining its ecological integrity, particularly in the face of challenges such as sea-level rise and erosion.

Specific recommendations of note include changes to allowable uses within 15-ft marshfront setback and to septic regulations and planning.

- Monitor: Identify and prioritize sewer transition zones for the medium-term.
- Protect:
 - Update septic regulations on rental applications/properties and refine requirements of septic inspection program.
 - Modify allowable uses within the 15-ft setback:
 - Allow nature-based erosion control to provide marshfront owners with property protection options, and
 - Prohibit new construction of sidewalks and bulkheads.

This MMP is designed to be flexible, with annual reviews and updates every five years to ensure the management strategies remain relevant and effective. By thoughtfully balancing ecological preservation with economic needs, this plan seeks to secure the long-term health and stability of Folly Beach's marshfront ecosystem for future generations.



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin

Date: August 12th, 2025

RESOLUTION 032-25

A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL AUTHORIZING STAFF TO APPLY FOR AN IMPACT GRANT FROM THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA FOR \$100,000 TO CREATE A SEPTIC TANK VULNERABILITY PORTAL.

WHEREAS, The management of septic systems is an ongoing concern for the City of Folly Beach; and

WHEREAS, Multiple long-term plans commissioned by the city call for action related to the identification and remediation of septic tank systems made vulnerable by changing environmental conditions; and

WHEREAS, The Municipal Association of South Carolina has created a grant program for up to \$100,000 for new and innovative approaches to advancing the interests of municipalities related to major community concerns; and

WHEREAS, The city has identified mapping, evaluation, and protection of vulnerable systems to create a publicly accessible, interactive, online database as a qualified project for which to make application.

NOW THEREFORE LET IT BE RESOLVED, that Staff is authorized to apply for a MASC Impact Grant in the amount of \$100,000 to create a portal for citizens to view their septic system's risk related to tidal and stormwater flooding, as well as predicted changes in groundwater and to access information about best practices for countering these risks.

RATIFIED this 12th day of August at Folly Beach, South Carolina, in City Council duly assigned.
ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Date: August 12th, 2025
Re: MASC Impact Grant

Mayor and Council,

Staff is seeking Council approval as part of the application for a 2025 MASC Impact Grant in the Big Ideas category. Big Ideas are described by MASC as “bold, creative and forward-thinking ideas. Projects might include technology-driven service improvements, innovative uses of public space, community-wide initiatives or any other big idea that results in long-term impact. Grant judging criteria is heavily weighted toward creativity, community impact and project readiness. “

The proposed project is a mapping portal which will use data on septic tank locations, tidal and stormwater flooding, predicted ground water changes, distance to a water body, and other factors to create an online risk map for the city, residents, and property owners. The city will be able to use this information for long term planning while individual users will be able to quickly visualize the current risk to their systems. The portal will also include education about best practices and possible risk mitigation applicable at the parcel scale. In the future, the city can build on this information to offer assistance to the most vulnerable areas. Staff believes that the proposal will score well based on the stated criteria.

Sincerely,

Aaron Pope, AICP, ICMA-CM
City Administrator



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin

Date: August 12th, 2025

RESOLUTION 33-25

A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL AUTHORIZING THE ADMINISTRATION TO SIGN AN AMENDED CONTRACT WITH PCI MUNICIPAL SERVICES, LLC FOR THE MANAGEMENT OF THE CITY'S PAID PARKING PROGRAM.

WHEREAS, The city previously advertised for the provision of parking services through RFP-07-22; and

WHEREAS, The city entered into a contract with PCI Municipal Services, LLC for parking services as a result of the bidding process through Resolution 06-23; and

WHEREAS, The city and PCI desire to amend the existing contract to clarify that parking citation revenue will be retained fully by the city, that only revenue generated through paid parking lots shall be shared between the city and the contractor, that the administration of parking citations and the management of paid parking lots are separate functions, and that parking citation enforcement is controlled by the city with no discretionary power granted to the contractor providing administrative services; and

WHEREAS, The city and the contractor have proposed and agreed upon new contract terms reflecting these principles.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that the Administration is authorized to enter into a new agreement for the management of the city's paid parking program, including paid parking and parking enforcement services.

RATIFIED this 12th day of August, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor



CITY OF FOLLY BEACH

Introduced by: Mayor Goodwin

Date: August 12th, 2025

RESOLUTION 34-25

A RESOLUTION BY THE FOLLY BEACH CITY COUNCIL SETTING NEW RATES FOR THE CITY'S PAID PARKING LOTS.

WHEREAS, The city has designated certain off-street parking areas in the city as paid parking areas; and

WHEREAS, These parking areas are not within the right-of-way maintained by the state;

WHEREAS, Section 72.19 of the City of Folly Beach Code of Ordinances states that the city shall set the fees for parking in these areas; and

WHEREAS, The rates for parking in these areas have not been adjusted in several years while neighboring communities have adjusted rates for paid parking areas within their jurisdictions; and

WHEREAS, The city's goals of dispersing traffic and congestion and increasing turnover in paid parking lots closest to the commercial districts of the island are better served by a rate structure establishing separate rates for these areas; and

WHEREAS, staff propose a paid parking rate as follows:

5th Street East to 5th Street West

March-September:

Monday through Friday: Flat fee of \$15

Saturday, Sunday and Holidays: Flat Fee of \$25

October-February:

Monday through Friday: Flat fee of \$10

Saturday, Sunday and Holidays: Flat Fee of \$15

6th Street East to Summer Place/6th Street West to 9th Street West

March-September:

\$3 per hour or \$12 per day

October-February:

\$2.50 per hour or \$10 per day

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Folly Beach, South Carolina, that the paid parking rates as set forth herein shall be adopted and made effective within ninety 90 days of the date of ratification of this Resolution.

RATIFIED this 12thth day of August, at Folly Beach, South Carolina, in City Council duly assigned.

ATTEST:

Municipal Clerk

Tim Goodwin, Mayor