


FRIPP ISLAND PUBLIC SERVICE DISTRICT

MEMORANDUM

TO: Edward D. Wetzel, Chairman  
Mike M. Murphy  
Rick E. Keup  
Michael J. Wilt  
Dennis Perrone  
John F. King

FROM: Angie Hughes 

SUBJECT: Commission Meeting June 13, 2023

DATE: June 9, 2023

The **June** Commission meeting is scheduled for **Tuesday, June 13, 2023 at 9:30 a.m.** **The meeting will be held in the training room at the Fripp Island Fire Department and electronically via Zoom. All attendees may elect to attend in person or via Zoom. Login/call-in information appears on the agenda.** The agenda and handouts are provided for your review.

Please let me know if you will be unable to attend the meeting.

Enclosures

C: Joshua Horton, Fire Chief  
Gary Pope, Jr., Esq.  
Yvonne Fireall, Office Manager

FRIPP ISLAND PUBLIC SERVICE DISTRICT

Tuesday, June 13, 2023  
Fripp Island Fire Station  
and  
Electronic Meeting Via Zoom  
9:30 a.m.

Zoom Info:

Join from PC, Mac, Linux, iOS or Android:

<https://us02web.zoom.us/j/86565978745>

Or iPhone one-tap (US Toll): +19292056099,,86565978745#  
+13017158592,,86565978745#

Or Telephone:

Dial: +1 301 715 8592 (US Toll) or +1 312 626 6799 (US Toll)

Meeting ID: 865 6597 8745

AGENDA

1. Call to Order
  - Confirmation of the presence of a quorum
  - Confirmation of public meeting notice, as required by the SC Code of Laws 30-4-80(A).
2. Pledge of Allegiance
3. Public Hearing – Fiscal Year 2024 Budget & Water/Sewer Rates & Fees
4. Approval of May Commission Meeting Minutes
5. Reports
  - Manager's Report for May 2023
    - *March 31, 2023 Unaudited Financial Statements*
    - *Fripp Inlet Bridge Special Inspection Report – 1*
    - *General Obligation Bond Financing Calendar*
  - Fire Department Report for May 2023
  - Report on POA Shoreline Committee Activities
6. Old Business
  - Adoption of a Resolution Approving the Fiscal Year 2023-2024 Annual Budget of the Fripp Island Public Service District, Prescribing and Imposing the Tax Levy Necessary Therefore, and Matters Related Thereto
  - Adoption of Water and Sewer Rates for the Fiscal Year Starting July 1, 2023 and Ending June 30, 2024
  - Invoice Cloud Multi-Year Contract for Utility Bill Payment and Presentment Services
7. New Business
  - First Tryon Advisors FAS Agreement Work Order #4
  - Utility Service Group Tank Maintenance Contract Addendum
8. Questions and Comments from Visitors
  - FIPOA Representative
9. Executive Session
  - Personnel Matters – Compensation & Benefits
10. Adjourn

## FRIPP ISLAND PUBLIC SERVICE DISTRICT

**Minutes:** Commission Meeting on May 9, 2023

**Present:** Edward D. Wetzel, Rick E. Keup, Mike Murphy, Michael J. Wilt, John F. King, Dennis Perrone

**Absent:**

**Staff:** Angie Hughes, District Manager; Joshua Horton, Fire Chief; Yvonne Fireall, Office Manager

**Guests:** Gary Pope (Pope Flynn Group), John Derrick

---

1. Vice-Chairman Murphy called the meeting to order at 9:30 a.m., confirmed the presence of a quorum and confirmed that all requirements of the SC Code of Laws, Section 30-4-80, pertaining to the notice of meetings of public bodies, have been met for this meeting.
2. Vice-Chairman Murphy led the Commission in the Pledge of Allegiance.
3. The Commission approved the minutes for the March regular Commission Meeting, upon a motion by Mr. Wilt (Vote: unanimous).
4. Reports
  - a) The Commission reviewed the Manager's Report for April 2023. (*Att A*)
  - b) The Commission reviewed the Fire Department Report for April 2023. (*Att B*)
  - c) The Commission received a report on POA Shoreline Committee activities from Commissioner King.
5. Old Business
  - a) The Commission reviewed and discussed the Blue Heron Lake sewer force main relocation project.
  - b) The Commission reviewed and discussed a task order under the existing General Services Contract with Lowcountry Engineering Consultants for assessment of the Blue Heron Lake spillway repair. (*Att C*)
6. New Business
  - a) The Commission discussed and approved an engagement letter from the Pope Flynn Group for referendum and bond counsel services related to issuance of general obligation bonds, upon a motion by Mr. Keup. (Vote: unanimous) (*Att D*)
  - b) The Commission adopted a resolution approving the incurring of general obligation debt in an amount not exceeding \$5,250,000; declaring the intent of the Fripp Island Public Service District Commission to reimburse the Fripp Island Public Service District with the proceeds of such obligations; and authorizing a petition to the county council of Beaufort County pursuant to section 6-11-830 of the code of laws of south Carolina 1976, as amended, upon a motion by Mr. King. (Vote: unanimous) (*Att E*)
  - c) The Commission reviewed and discussed invoice payment and presentment services offered by Invoice Cloud, which would allow additional bill receipt and payment options for customers. (*Att F*)

d) The Commission reviewed and approved the draft Fiscal Year 2024 budgets, rates and tax levies, upon a motion by Mr. Keup. (Vote: unanimous) (*Att G*)

7. The Commission entertained questions and comments from visitors.

8. There being no further business, the meeting adjourned at 11:36 a.m., upon a motion by Mr. King (Vote: unanimous).



---

Edward D. Wetzel  
Chairman



---

Yvonne M. Fireall  
Secretary

A

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
MANAGER'S REPORT FOR MAY 2023**

I. Tap-Ins

<u>Category</u>	FY 2023		FY 2022		FY 2021	
	<u>May</u>	<u>YTD</u>	<u>May</u>	<u>YTD</u>	<u>May</u>	<u>YTD</u>
Water customers	2	30	2	30	6	18
Res Irrig customers	1	1	-	-	-	-
Sewer customers						
a. Gravity	1	23	2	20	2	9
b. Vacuum	1	7	-	8	3	8

Total vacuum sewer customers: 594 of 727

II. Routine Operations

1. Butcher's Island and Hunting Island Booster Pumps Average Daily Run Time for May

	<u>2023</u>	<u>Diff</u>	<u>2022</u>	<u>Diff</u>	<u>2021</u>	<u>Diff</u>	<u>2020</u>
Butcher's Isl Pumps Hrs/Day	4.0	(3.3)	7.3	0.3	7.0	0.4	6.6
Hunting Isl Pumps Hrs/Day	<u>7.9</u>	<u>(6.7)</u>	<u>14.6</u>	<u>0.0</u>	<u>14.6</u>	<u>1.3</u>	<u>13.3</u>
Total Hrs/Day	11.9	(10.0)	21.9	0.3	21.6	1.7	19.9

2. Fripp Island Master Metered Water Use for May, Average Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
BJW&SA	657,125	(4.6)	688,594	0.5	684,964	(0.4)	687,677
Harbor Island	108,000	7.4	100,550	9.0	92,232	1.0	91,277
Hunt Island	10,300	(15.2)	12,147	(23.9)	15,957	(61.3)	41,184
Frripp Island	529,094	(5.4)	559,313	(0.6)	562,929	3.9	541,645
Accountability,%	98.5	N/A	97.6	N/A	98.0	N/A	98.0
Rainfall, Inches	3.3		1.7		1.0		2.1

3. Fripp Island Water Consumption – Recorded vs. Billed (in 1,000 gals.)

	<u>Annual</u>	<u>Qtr 1</u>	<u>Qtr 4</u>	<u>Qtr 3</u>	<u>Qtr 2</u>
	<u>Total</u>	<u>2023</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>
Frripp Master Meter	165,603	26,235	34,233	56,707	48,428
Billed Water	<u>153,400</u>	<u>23,520</u>	<u>32,145</u>	<u>52,740</u>	<u>44,995</u>
Total Unbilled Water	12,203	2,715	2,088	3,967	3,433
Unbilled Water Percent	7%	10%	6%	7%	7%
Flushing/Unbilled Accts	<u>1,019</u>	<u>51</u>	<u>170</u>	<u>239</u>	<u>560</u>
Unaccounted for Water	11,184	2,664	1,919	3,728	2,873
Unaccounted for Percent	7%	10%	6%	7%	6%

4. The water tank levels and water line pressures were normal for May.

5. Wastewater Treatment Plant Flow for May, Gallons per Day

	<u>2023</u>	<u>% Change</u>	<u>2022</u>	<u>% Change</u>	<u>2021</u>	<u>% Change</u>	<u>2020</u>
Average Daily Flow	221,298	(0.3)	222,052	(3.3)	229,739	(17.0)	276,744
Weekly Max Flow	284,000	0.0	284,000	0.7	282,000	(14.0)	328,000
Peak Daily Flow	406,797	0.2	405,862	0.3	404,579	(1.9)	412,607

Peak daily flow of 406,797 occurred on Mon., 5/29/22 (Memorial Day), without rain. For May 2022, peak daily occurred on Mon., 5/30/22 (Memorial Day), without rain. For May 2021, peak daily flow occurred on Sun., 5/30/21 (Memorial Day weekend), without rain. For May 2020, peak daily flow occurred on Mon., 5/25/20 (Memorial Day), without rain.

6. The water system and wastewater treatment plant samples were satisfactory for May.

### III. Emergencies, Special Field Work and Activities

#### 1. Water System Activities & Projects

- a) Beaufort County remained at “Normal” drought status throughout May.
- b) Field operators performed miscellaneous water system maintenance consisting of meter installations and replacements and repairing water lines and services.
- c) Development of a lead service line inventory, as required by the EPA’s lead and copper rule revision, is underway. The deadline for completion of the inventory is October 16, 2024.
- d) Further action on implementation of AMI has been delayed to allow time for additional research and analysis of options.
- e) Blue Heron Lake Dike Spillway – Surveying is being conducted in preparation for design engineering and permit applications.
- f) Negotiation of appropriate wording governing the multi-year payment agreement addendum for the containment portion of the 200k gallon tank recoating project is ongoing. If an agreement can’t be reached, a budget amendment to appropriate the funds in a single fiscal year may be necessary. Another option would be to defer the project to fiscal year 2025 to allow for appropriations of the full amount in that year.

#### 2. Wastewater System Activities & Projects

- a) May 3-4 – Replaced damaged vacuum sump and installed valve for new service.
- b) Field operators performed miscellaneous sewer system maintenance consisting of line repairs and tie-in inspections.
- c) May 18 – Sensor on grit system at WWTP was replaced.
- d) May 22 – Operators worked with vendor to troubleshoot the SCADA system at the WWTP.
- e) May 30 – June 2 – Sludge tank emptied completely for inspection and repairs to the aeration system.
- f) LEC is working to revise the CJFV sewer rehab study and cost estimate based on information gathered during the CCTV of the lines. The revised study should be available in late June.
- g) Blue Heron Lake POA Footbridge Sewer Force Main Relocation – Surveying is being conducted in preparation for design engineering and permit applications.

#### 3. Administrative & Personnel Activities

- a) Transition to cloud-based financial software is ongoing as time permits.
- b) A new employee to fill the Field Operations Superintendent position formally accepted an offer of employment on May 7<sup>th</sup> and will begin work on July 3<sup>rd</sup>. He has extensive experience in wastewater and holds a Class “A” Biological Wastewater License.
- c) One of the field operations vehicles was involved in a collision with a deer on St. Helena Island and was out of service for about five weeks while being repaired. A vehicle was rented during this time to allow all field staff to continue to work and respond to calls.
- d) During May, BJW&SA experienced a water quality issue that affected Fripp Island. The District was not informed that there might be a problem and was unable to notify customers in advance. In response to a complaint by the District, BJW&SA has created a new wholesale customer communications protocol and we’re working with them.

#### 4. Fripp Inlet Bridge

- a) JMT completed the first quarterly special bridge inspection during the first week in May – report attached.

5. Erosion

- a) The Porpoise Drive revetment improvements approved in October 2022 were completed in May, however, the total approved amount was only sufficient to place armor stone in one of the areas where slumping of the revetment crest is occurring.
- b) The annual revetment survey was done on May 30<sup>th</sup>. The data and a report/recommendation from the District's erosion engineer should be available by July.

6. Miscellaneous Activities

- a) Seaglass Development – No new developments.
- b) 2023 General Obligation Bond – a tentative GO bond financing calendar has been provided by the bond attorney and is attached for review.
- c) GIS Mapping – the project is nearing completion and should be finished by the end of June.

## FRIPP ISLAND PUBLIC SERVICE DISTRICT

July 1, 2022 through March 31, 2023

Statement of Revenues &amp; Expenses

Water &amp; Wastewater Operations

	Actual	Budget	Variance Favorable (Unfavorable)	Variance Comments
Operating revenues				
Water operations	791,119	764,262	26,857	Water use, new taps
Water Tank Leases	247,541	224,730	22,811	\$16k fr prior yr deposited in fy23
Wastewater operations	616,515	588,066	28,449	New taps, effl disp
Total operating revenues	1,655,175	1,577,058	78,117	
Cost of sales	(373,050)	(391,818)	18,768	
Gross profit from operations	1,282,125	1,185,240	96,885	
Operating expenses				
General & administrative	489,188	589,582	100,394	Salaries, bk chgs, engineering/consulting
Water system expenses	64,012	69,687	5,675	
Wastewater expenses	224,607	295,088	70,481	Sludge disp, wwtp, force mains, wwps
Total operating expenses	777,807	954,357	176,550	
Earnings (loss) from operations	504,318	230,883	273,435	
Nonoperating income (expenses)				
Interest earned	67,138	42,833	24,305	Investmt in higher yield CDs
Taxes & assessments collected	817,272	806,440	10,832	
Capital & Unrealized Inv Gain (Loss)	(133,614)	-	(133,614)	unrealized investment losses
Interfund Transfers (Out)	-	-	-	
Bond interest & expenses	(88,173)	(89,380)	1,207	Trustee fee not billed yet
Net nonoperating income (expenses)	662,623	759,893	(97,270)	
Earnings (loss) before depreciation	1,166,941	990,776	176,165	
Depreciation/Loss on disposal	454,753	459,600	4,847	
Net earnings (loss)	712,188	531,176	181,012	
Cash available on July 1, 2022			7,024,006	
Earnings (loss) before depreciation & debt amortization			1,166,941	
Changes in assets & liabilities				
(Increase) decrease in accounts receivable			118,347	
(Increase) decrease in inventory			(11,071)	
(Increase) decrease in prepaid expenses			(12,809)	
(Decrease) increase in accounts payable & transfers			(39,709)	
(Decrease) increase unrealized gains			-	
Net cash provided (used)			54,758	
Cash flow from capital & financing activities				
Asset additions/deletions & construction in progress			(283,184)	
Principal payments on bonds & deferred debt			(712,734)	GO bonds (WWTP & WL) & Rev bond (VS)
Bond proceeds & contributed capital			-	
Net cash provided (used)			(995,918)	
Cash available on March 31, 2023			7,249,787	
Available cash includes following balance sheet accounts:	Beginning	Ending	Change Pos. (Neg.)	
Cash (gross revenue, petty cash & contingency fund)	3,155,257	3,188,114	32,857	
Due from Beaufort County Treasurer (Vac sewer assessments)	381,365	379,369	(1,996)	
Investments & restricted cash (Sewer const fund, DS, invest.)	3,487,384	3,682,305	194,921	
Total	7,024,006	7,249,788	225,782	



**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

July 1, 2022 through March 31, 2023

Statement of Revenues & Expenses

Fire Department & Erosion Operations

	Fire Department Fund			Erosion & Bridge Operations Fund		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)
<b>Revenues</b>						
Taxes & penalties	650,729	617,560	33,169	220,220	216,290	3,930
Assessments, donations & FIPOA	10,010	2,400	7,610	-	-	-
Utility attachment fees	-	-	-	14,061	19,130	-
*Interest, cap gain (loss) & miscellaneous	7,073	-	7,073	(1,500)	2,475	(3,975)
<b>Total Revenues</b>	<b>667,812</b>	<b>619,960</b>	<b>47,852</b>	<b>232,781</b>	<b>237,895</b>	<b>(45)</b>
<b>Expenditures</b>						
Employee expenses	369,424	422,498	53,074	-	-	-
General & Administrative	80,408	65,888	(14,520)	147,859	136,385	(11,474)
Operations	13,766	25,763	11,997	338	11,700	11,362
<b>Total Operating Expenses</b>	<b>463,598</b>	<b>514,149</b>	<b>50,551</b>	<b>148,197</b>	<b>148,085</b>	<b>(112)</b>
Bond Interest & expenses	-	-	-	-	-	-
Capital outlay	-	11,700	11,700	-	-	-
<b>Total Expenditures</b>	<b>463,598</b>	<b>525,849</b>	<b>62,251</b>	<b>148,197</b>	<b>148,085</b>	<b>(112)</b>
<b>Revenues over (under) expenditures</b>	<b>204,214</b>	<b>94,111</b>	<b>110,103</b>	<b>84,584</b>	<b>89,810</b>	<b>(5,226)</b>
Cash available July 1, 2022	495,672	453,980	41,692	753,011	759,150	(6,139)
Revenues over (under) expenditures	204,214	94,111	110,103	84,584	89,810	(5,226)
Increase (decrease) payables & transfers	(13,640)	-	(13,640)	(16,179)	(22,630)	6,451
<b>Cash available March 31, 2023</b>	<b>686,246</b>	<b>548,091</b>	<b>138,155</b>	<b>821,416</b>	<b>826,330</b>	<b>(4,914)</b>

**CAPITAL PROJECT ACTIVITIES SUMMARY**

	Bridge	Revetment	Totals
Cash available July 1, 2022	263,980	92,497	356,477
Revenues (bank interest/FEMA funds)	-	-	-
Less admin exp (bank chgs)	-	-	-
Less operations fund reimbursements	-	-	-
Less bond-related expenses (P&I, misc)	-	-	-
Less capital outlay	-	-	-
<b>Cash available March 31, 2023</b>	<b>263,980</b>	<b>92,497</b>	<b>356,477</b>

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**  
 July 1, 2022 through March 31, 2023  
 Statement of Revenues & Expenses  
 Debt Service Fund

	Actual	Budget	Variance Favorable (Unfavorable)	Comments
<b>Revenues</b>				
Tax levies-wwtp, waterline, bridge, revetment	807,337	793,920	13,417	collections timing
Service assessments	-	-	-	
Interest, penalties & misc	4,862	-	4,862	pen & interest
<b>Total Revenues</b>	<b>812,199</b>	<b>793,920</b>	<b>18,279</b>	
<b>Expenditures</b>				
Interfund Transfers (wwtp & wtrline GO bond P&I)	457,795	457,830	35	
Governmental bonds (revtmt & bridge P&I)	224,242	224,260	18	
Bond payment fees	-	-	-	
<b>Total Expenditures</b>	<b>682,037</b>	<b>682,090</b>	<b>53</b>	
<b>Revenues over (under) expenditures</b>	<b>130,161</b>	<b>111,830</b>	<b>18,331</b>	
Cash available July 1, 2022	403,482	367,430	36,052	pen, int & higher mill value
Revenues over (under) expenditures	130,161	111,830	18,331	
Increase (decrease) payables & transfers	-	-	-	
<b>Cash available March 31, 2023</b>	<b>533,643</b>	<b>479,260</b>	<b>54,383</b>	pen, int & higher mill value

For 1st quarter budget, assume zero tax revenue. Actual taxes collected during 1st quarter are delinquent taxes for prior fiscal year. Budget assumes 50% collection in 2nd quarter & 50% collection in 3rd quarter.

Expenditures include interfund transfers of quarterly SRF (wwtp & wl) & biannual BB&T (revetment & bridge) debt payments.

Available cash on July 1, 2023 needs to be sufficient to cover Sept. 1, 2023 revetment biannual debt payment of \$7,780, Oct 1 & Dec 1, 2023 wwtp & wl quarterly debt payments totalling \$305,220, and Oct. 1, 2023 bridge biannual debt payment of \$36,550 (Grand Total - \$349,550)

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

Combined Balance Sheet

All Fund Types and Account Groups

March 31, 2023

	Governmental Fund Types						Totals
	Proprietary Fund Type	Erosion & Bridge	Fire Dept.	Debt Service	Capital Projects	March 2023	
<b>ASSETS</b>							
Available Cash	3,188,114	45,819	63,694			3,297,627	
Due from Beaufort County Treasurer	379,369	473,066	622,147	533,643		2,008,225	
Accounts receivable water & sewer system	364,679					364,679	
Accounts receivable-other	8,213		405			8,618	
Lease receivable-current & noncurrent	975,286					975,286	
Interfund receivable / transfer accounts						-	
Inventory	40,461					40,461	
Prepaid expenses	54,231					54,231	
Restricted cash, debt service funds & investments	3,682,305	302,532			356,477	4,341,314	
Fixed assets (net of accumulated depreciation)	12,759,816					12,759,816	
Unamortized debt acquisition costs	-					-	
Deferred Outflows-Pension & OPEB	160,275					160,275	
Amount provided for retirement of long term debt	-					-	
<b>Total Assets</b>	<b>21,612,749</b>	<b>821,416</b>	<b>686,245</b>	<b>533,643</b>	<b>356,477</b>	<b>24,010,531</b>	
<b>LIABILITIES</b>							
Vouchers & accounts payable	75,659		3,934			79,593	
Accrued employee expenses	16,072					16,072	
Payable from restricted assets (accrued bond int.)	34,835					34,835	
Deferred revenue & receivable clearing accounts	(649)					(649)	
General obligation & revenue bonds payable	5,800,648					5,800,648	
Pension & OPEB liability & deferred inflows	1,213,279					1,213,279	
Lease deferred inflows	974,662					974,662	
Interfund payable / transfer accounts	3,110	(710)	(2,400)			-	
<b>Total liabilities</b>	<b>8,117,615</b>	<b>(710)</b>	<b>1,534</b>	<b>-</b>	<b>-</b>	<b>8,118,439</b>	
<b>FUND EQUITY</b>							
Beginning Fund Balance/Net Position	12,782,945	737,543	480,497	403,482	356,477	14,760,944	
Fund Balance/Net Position YTD increase (decrease)	712,189	84,584	204,214	130,161	-	1,131,148	
<b>Total fund equity</b>	<b>13,495,134</b>	<b>822,127</b>	<b>684,711</b>	<b>533,643</b>	<b>356,477</b>	<b>15,892,092</b>	
<b>Total liabilities &amp; fund equity</b>	<b>21,612,749</b>	<b>821,416</b>	<b>686,245</b>	<b>533,643</b>	<b>356,477</b>	<b>24,010,531</b>	

C



**Special Inspection Report - 1**

# **FRIPP INLET BRIDGE**

**MAY 4, 2023**

JMT Project # 13-1394-017

**Submitted to:**  
Fripp Island Public Service District

**Report Date**  
May 22, 2023



This report summarizes the results of the first special inspection of the Fripp Inlet Bridge. JMT conducted the inspection for the Fripp Island Public Service District on May 4, 2023. The purpose of the special quarterly inspections is to monitor the bridge for signs of scour related instability damage. The labeling convention used in this report to designate the Substructure Units (SSUs) follows that of the original design drawings dated December 1961. The Bents are labeled numerically from south to north, and piles were labeled alphabetically from west to east. The beams are labeled numerically from west to east.

The channel bottom material at the Fripp Inlet Bridge has scoured significantly since construction in the 1960's. Local scour at some locations exceeds 20 ft. As a scour countermeasure, deeper piles were added to Bents 6-13 in 1980, Bents 5 and 14-17 in 1996, and Bents 4, 18, and 35-44 in 2019. The Fripp Island Public Service District has engaged JMT to monitor the bridge (for signs of scour related instability damage) quarterly. These Special Inspections are scheduled concurrently with substructure retrofits at Bents 12 and 13.

The first special inspection included taking soundings along both fascias, plumbness measurements at Bents 11-14, and top of deck and underside of bridge inspections of Spans 11-13.

The two-person inspection team was led by a South Carolina registered Professional Engineer and National Bridge Inspection Standards (NBIS) qualified bridge inspection team leader. The soundings, plumbness measurements, and underside of bridge inspection was performed from a boat. Depth soundings utilized a boat mounted depth finder for channel bottom elevations, and soundings were taken along the upstream and downstream fascias. The plumbness measurements utilized a calibrated Smart Tool Level and were conducted at Pile GN of Bents 11, 13 and 14, and Pile H of Bent 12. The inspection of the topside of the structure was performed from the sidewalks and roadway. Photographs were taken to document general conditions and observed deficiencies.

The overall upstream and downstream fascia soundings indicate that the channel bottom has not changed significantly since the hydrographic survey conducted by GEL in February 2022. Most channel bottom elevations are within 3 ft. of the February 2022 soundings. The measurements taken at Bents 12 and 13 indicate no additional scour, and the current safety factors of 1.31 and 1.27, respectively, as determined in the Substructure Analysis Report dated 10-27-2022 remain appropriate. See Table 1 below for a comparison of channel bottom elevations and Appendix A for recorded upstream and downstream soundings.

**Table 1. Fripp Inlet Bridge Channel Bottom Elevations**

Bent #	Upstream Fascia Channel Bottom			Bent #	Downstream Fascia Channel Bottom		
	GEL Feb. 2022	May 2023	Channel Bottom Change		GEL Feb. 2022	May 2023	Channel Bottom Change
11	31.76	28.7	+3.06	11	35.37	33.6	+1.77
12	35.27	31.6	+3.67	12	38.31	36.3	+2.01
13	37.79	33.7	+4.09	13	40.46	38.7	+1.76
14	38.45	34.2	+4.25	14	40.26	38.6	+1.66

- Notes:
1. Mean Low Water (MLW) = 0.0 ft.
  2. Waterline Elevation = 1.9 ft.
  3. Temporary Benchmark Elevation = 9.92 ft.

The pile plumbness measurements at Bents 11-14 were taken on the north face of the piles to record any longitudinal movements. At Bents 11 and 14 the measurements were taken on pile GN, which is battered longitudinal to the bridge. The measurement taken at Bent 12 was performed on the transversely battered pile H, and Bent 13 measurement was taken on the vertical pile GN. The recorded pile inclinations, as presented Appendix B, will be used as a baseline for future inspections.

The following defects identified during the top of deck inspection have been noted on previous inspections and are monitored for significant changes. No significant changes were identified during this inspection cycle.

1. Span 11, East sidewalk curb,  $\pm 21$  spall chips, up to 3 in. diameter by 1/2 in. penetration.
2. Span 13 at East sidewalk, approximately 1 ft. South of Bent 14, Transverse Crack 1/32 in. by 7 ft. long.

The following defect in the Barrier Railing has not been noted during previous inspections and will be monitored during future inspections.

1. Span 13 West Fascia Barrier Railing, 2<sup>nd</sup> Post South of Bent 14, 1/16 in. wide Horizontal Crack around Post.

The following misalignments in the top of deck have been recorded and will be monitored in future inspections for significant changes.

1. Transverse misalignment up to 1/8 in. between Span 10 (North) and Span 11 (South) at Bent 11.
2. Transverse misalignment up to 1/16 in. between Span 11 (North) and Span 12 (South) at Bent 12.
3. Transverse misalignment up to 1/16 in. between Span 12 (North) and Span 13 (South) at Bent 13.
4. Transverse misalignment up to 13/16 in. between Span 13 (North) and Span 14 (South) at Bent 14.

The following defects in the underside of bridge and substructure have been noted during previous inspections and are monitored for significant changes. No significant changes were identified during this inspection cycle.

1. Bent 11, Northeast corner of Pile G North, Vertical Crack 1/4 in. wide by 2 ft. long and 30 in. by 8 in. area of delamination.
2. Span 11, between Beams 2 and 3, 12 in. by 10 in. area of delamination.
3. Span 11, mid-span diaphragm between Beams 1 and 2, Spall 8 in. long by 6 in. wide by 1/2 in. penetration with exposed reinforcement.
4. Bent 12, West face of Pile G South, Impending Spall extending from the Cap down 4 ft. with rust staining.
5. Bent 13, Southeast and Northwest corners of Pile B South, Vertical Crack extending from the Cap down 2.5 ft. with rust staining.
6. Bent 13, Pile G South all corners, crack 1/16 in. wide extending down from Cap 3 ft. with rust staining.

The following defects in the underside of bridge and substructure have not been noted on previous inspections and will be monitored in future inspections for significant changes.

1. Bent 12, North face of Pile B North at 2.5 ft. below the Cap, Pile Jacket separation 3 ft. long.

2. Bent 12, North face of Pile G South, Delamination extending 3 ft. down from the Cap with rust staining.
3. Bent 12, Northeast corner of Pile G North at 1 ft. below Cap, Pile Jacket separation 2 ft. long.
4. Span 13, Beam 2 End at Bent 14, Spall 8 in. diameter with exposed reinforcing.
5. Span 13, Bottom Face of mid-span diaphragm between Beams 3 and 4, Crack 1/8 in. wide by 2 ft. long.

If you have any questions or need further information, please do not hesitate to contact me at 843-779-3702 or TTrinh@jmt.com.

**JMT**



Thai Trinh, P.E.

Originated by:  
Lee Bryant, E.I.T

# Appendix A

## Bridge Soundings



**Table A-1. Fripp Inlet Bridge Soundings**

Date: 5/4/2023

Start Time: 11:15 A.M.

Finish Time: 12:00 P.M.

Waterline Reference: 8 ft. Below Temporary Benchmark in Timber Dolphin

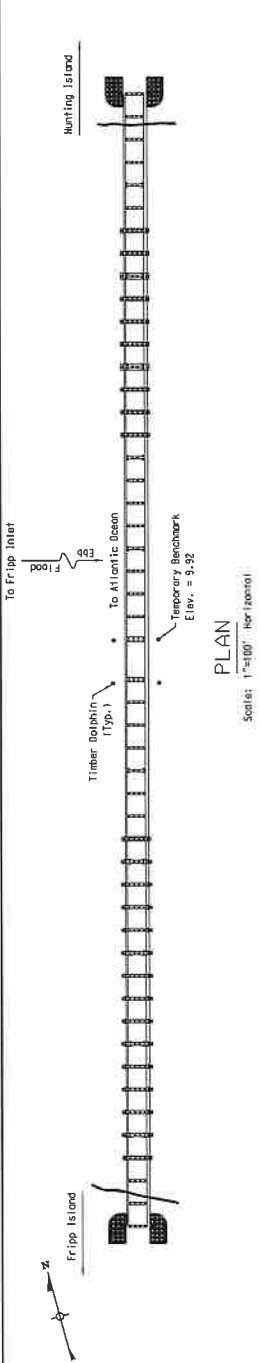
Bent #	Upstream	Downstream
1	Dry	Dry
2	Dry	Dry
3	0	0.2
4	7.5	8.6
5	12.1	17.8
6	17.3	21.8
7	22.3	24.4
8	23.9	28.9
9	26.4	32.1
10	27.3	34.5
11	30.6	35.5
12	33.5	38.2
13	35.6	40.7
14	36.1	40.5
15	36.4	39.9
16	37.8	40.1
17	37.3	40.4
18	38.2	39.1
19	40.9	40.2
20	40.6	38.7
21	39.6	37.5
22	38.1	36.4
23	37.5	35.2
24	38.3	33.1
25	35.3	35.1
<b>Midspan</b>	33.3	33.5

Bent #	Upstream	Downstream
26	35.8	33.1
27	35.1	33.8
28	34.7	33.5
29	34.9	33.3
30	34.4	33.1
31	32.7	32.7
32	31.5	32.4
33	31.6	31.3
34	30.5	30.5
35	29.1	28.7
36	27.5	26.3
37	27.2	24.9
38	26.7	25.4
39	23.6	24.5
40	24.6	23.5
41	23.4	22.0
42	22.5	21.2
43	20.5	18.8
44	19.1	17.1
45	15.1	15.0
46	8.7	8.8
47	3.2	4.0
48	2.3	2.0
49	Dry	Dry
50	Dry	Dry

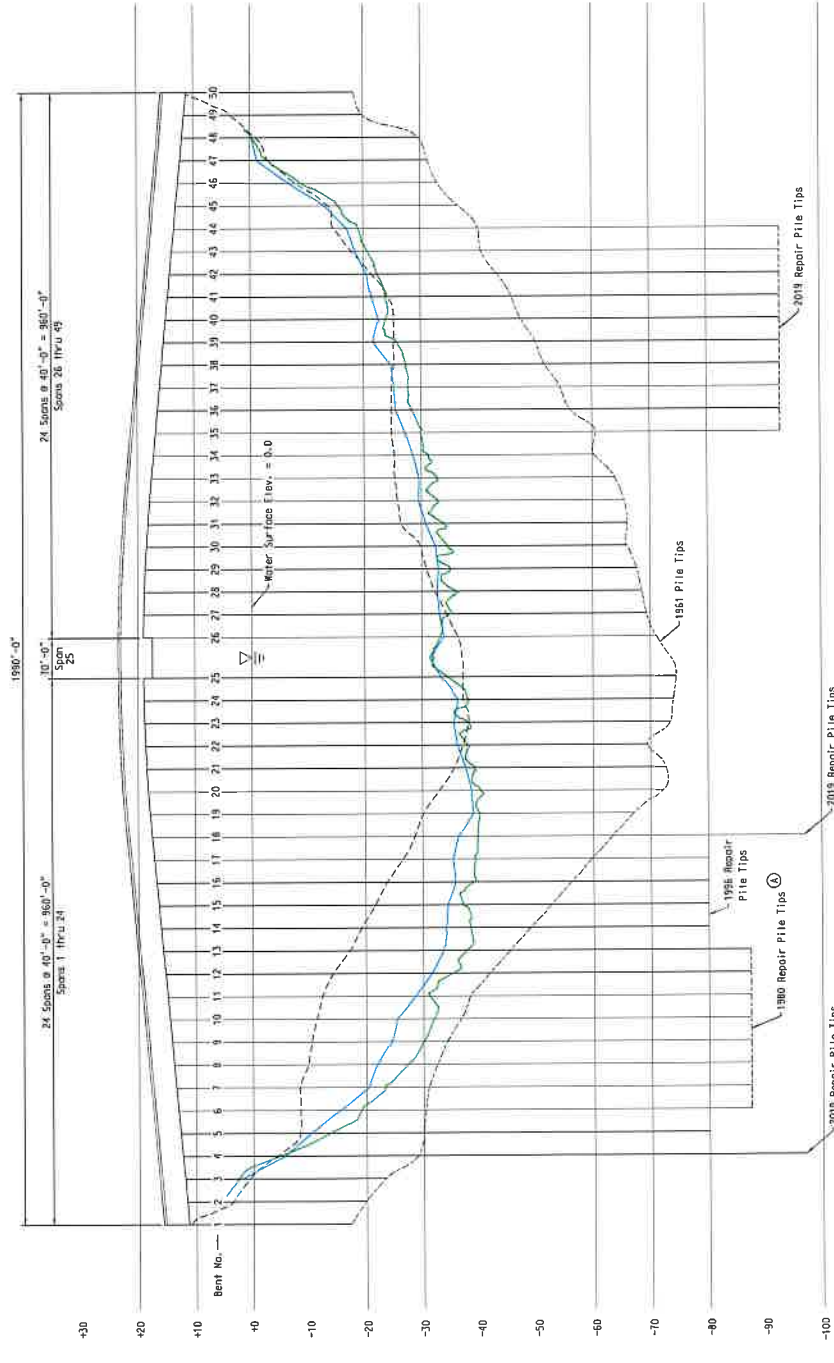
Notes:

1. Mean Low Water (MLW) = 0.0 ft.
2. Waterline Elevation = 1.9 ft.
3. Temporary Benchmark Elevation = 9.92 ft.

- General Notes:**
- 1961 channel bottom profile was developed from construction documents
  - 2022 channel bottom profile was developed from the hydrographic survey completed on February 6, 2022 by SEL Engineering, LLC.
  - This figure was developed from field notes, sketches, and existing construction documents dated 1961, 1980, 1981, and 1993 provided by Frapp Island Public Service District.

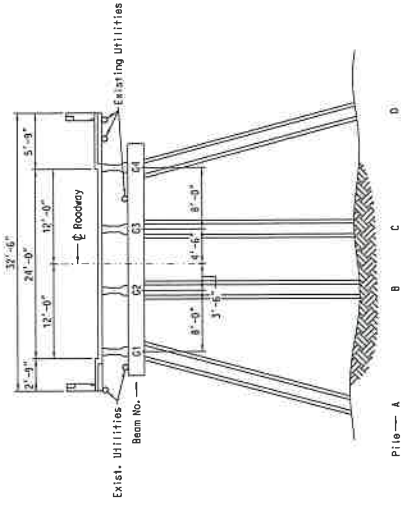


**PLAN**  
Scale: 1"=100' Horizontal



**ELEVATION**  
Scale: 1"=50' Horizontal  
1"=50' Vertical

① 1980 Repair Plans specify that pile tips to be determined by test piles. Test Pile data is not available. Pile tips are based on 1981 construction documents.



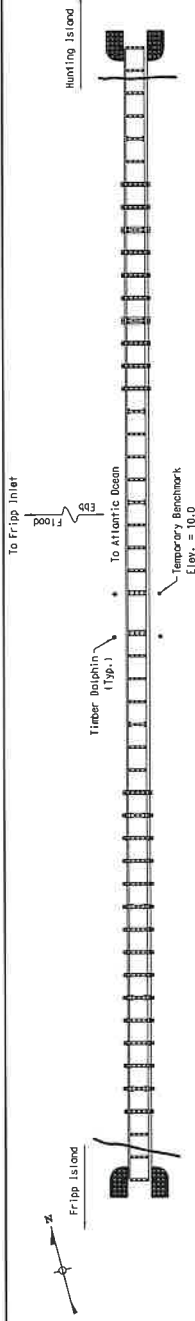
**TYPICAL CROSS SECTION**  
Looking Towards Nutting Island

- Legend:**
- 1961 Pile Elevations
  - 1961 Channel Bottom
  - 2022 Upstream Channel Bottom (by GEL)
  - 2023 Upstream Channel Bottom

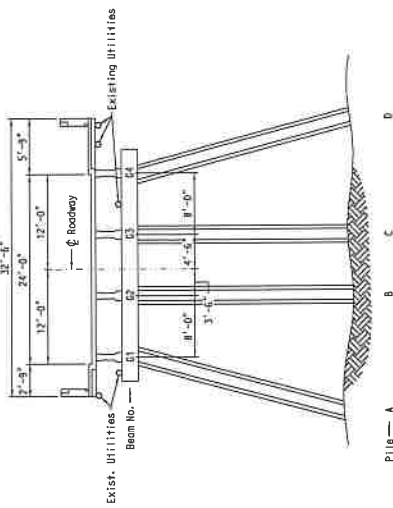
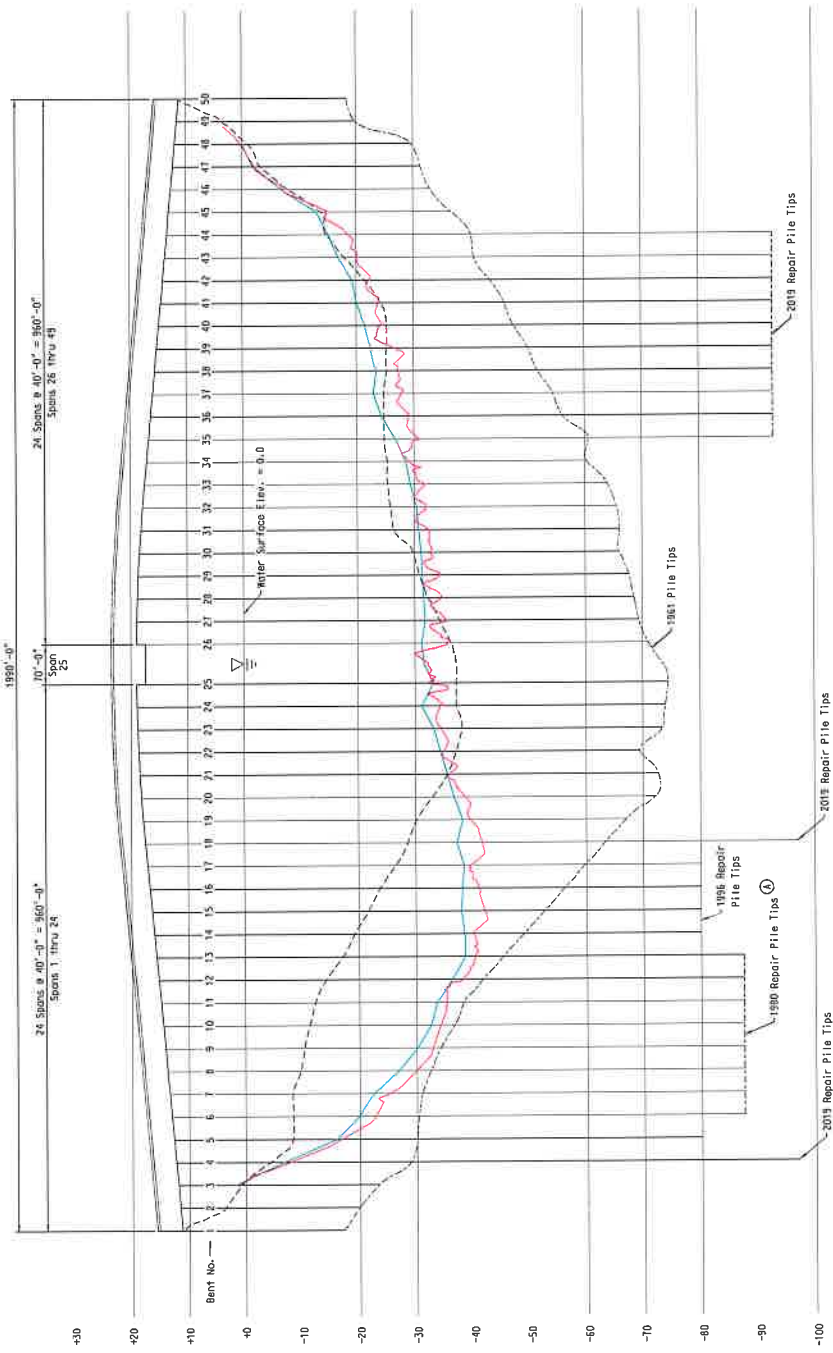


**FRAPP INLET BRIDGE  
PLAN AND UPSTREAM PROFILE**

DATE: 5/22/2023  
DRAWN BY: JMT  
CHECKED BY: JMT  
PROJECT: 13-194-017  
235 WASH. AVE.  
FRAPP ISLAND, VA 23646  
PHONE NO. 1-800-335-2664



- General Notes:
- 1991 channel bottom profile was developed from construction documents.
  - 1980 channel bottom profile was developed from the hydrographic survey completed on February 6, 2022 by GEL Engineer-Ing, LLC.
  - 2022 channel bottom profile was developed from field notes, sketches, and existing construction documents dated 1951, 1960, 1956, and 1989 provided by Frapp Island Public Service District.



**FRAPP ISLAND Public Service District**

FRIPP INLET BRIDGE  
PLAN AND DOWNSTREAM PROFILE

DATE: 2/22/2023  
SCALE: AS SHOWN  
PROJECT: 15-1334-DIT  
JOB NO.: 15-1334-DIT  
DRAWN BY: JMT  
CHECKED BY: JMT  
335 HUNTING DASH BLVD.  
MT. PLEASANT, SC 29564  
PH: 803-555-8541  
FAX: 803-555-8541

1980 Repair Pile tips specify that pile tips to be determined by test piles. Test Pile data is not available, pile tips are based on 1956 construction documents.

# Appendix B

## Plumbness Measurements

**Table B-1. Fripp Inlet Plumbness Measurements**

Bent	Pile	May 2023	Aug. 2023	Nov. 2023	Feb. 2024	May 2024	Leaning Direction	Plumbness Change from May 2023
11	GN	83.8°	--	--	--	--	Towards Fripp Island	N/A
12	H	89.3°	--	--	--	--	Towards Fripp Island	N/A
13	GN	89.1°	--	--	--	--	Towards Fripp Island	N/A
14	GN	85.8°	--	--	--	--	Towards Fripp Island	N/A

Notes:

1. Piles are labeled alphabetically from west to east.
2. 90° is plumb.
3. Measurement taken from top of pile north face.

**FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA**  
General Obligation Bond Referendum

**REFERENDUM AND GENERAL OBLIGATION BOND SCHEDULE**

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sept 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Nov 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Dec 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DATE	TASK	RESPONSIBILITY
May 9	Frapp Island Public Service District Commission Meeting – Adopt Resolution Petitioning County Council to Hold Public Hearing and Approving Reimbursement (§ 6-11-830)	FIPSD / BC
June 19	Beaufort County Finance Committee Meeting	BC / CC
June 26	County Council Meeting – Adopt Resolution Approving Holding of Public Hearing and Form of Public Notice (§ 6-11-830); First Reading of County Ordinance (§ 6-11-860)	BC / CC
June 29	Notice of Public Hearing Published in <i>The Beaufort Gazette</i> (§ 6-11-840)	BC
July 5	Notice of Public Hearing Published in <i>The Beaufort Gazette</i> (§ 6-11-840)	BC
July 8	Notice of Public Hearing Published in <i>The Beaufort Gazette</i> (§ 6-11-840)	BC
July 24	County Council Meeting – (1) Public Hearing (§ 6-11-850), (2) Resolution Ordering Referendum (§ 4-11-830), and (3) Second Reading of Ordinance (§ 6-11-830)	BC / CC
August 14	County Council Meeting – Third Reading of County Ordinance (§ 6-11-830)	BC / CC
September 5	First Notice of Referendum Published (§ 7-13-35; § 4-15-50)	BC
September 18	Second Notice of Referendum Published (§ 7-13-35; § 4-15-50)	BC
November 7	Referendum	BC

**FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA**  
**General Obligation Bond Referendum**

November 9	Distribute Draft of Official Notice of Sale	FA
November 14	Distribute Official Notice of Sale to Bidders	BC
November 14	County Council Meeting – Adopt Resolution Confirming Referendum Results (§ 4-15-60)	FA
November 14	Fripp Island Public Service District Commission Meeting - Adopt Bond Resolution (§ 6-11-1030)	BC/FIPSD
November 21	Publish Summary Notice of Sale (§ 11-27-40(9)(b); § 6-11-980)	FA/BC
November 30	Bank Bids Due Call to Review Bank Bids; Finalize Numbers	Working Group
December 7	Distribute Closing Documents	Working Group
December 15	Thirty Day Challenge Period Concludes (§ 4-15-60)	BC
December 20	Closing	Working Group

NOTE: FIPSD COMMISSION TYPICALLY MEETS 2<sup>ND</sup> TUESDAY OF EACH MONTH; COUNTY COUNCIL TYPICALLY MEETS 2<sup>ND</sup> AND 4<sup>TH</sup> MONDAY OF EACH MONTH.

**RESPONSIBILITY LEGEND:**

Role	Entity	Defined
Issuer	Fripp Island Public Service District	"FIPSD"
County Council	Beaufort County Council	"CC"
Financial Adviser	First Tryon	"FA"
Bond Counsel	Pope Flynn	"BC"

***Fripp Island Fire Department  
Monthly Report Summary  
May 2023***

**Response Activities:**

Total emergency responses for May, 32

	May 2023	May 2022	YTD CY23	YTD CY22
• Structure Fires	00	00	00	00
• Vehicle Fire	00	00	00	00
• Medical Emergencies	16	20	50	52
• Brush Fires	00	00	01	00
• Misc. Fire	01	05	06	10
• Service Calls	11	02	20	08
• Mutual Aid	01	00	03	02
• Auto Accident	03	02	04	03
• Water Emergencies	00	00	01	01
	-----	-----	-----	-----
	32	29	85	76

**Average emergency response time:**

4 minutes 37 seconds.

**Roster:**

Total personnel active for May, 21

**Activities of Note:**

Nothing of interest to report.



## **List of Changes from May Draft Budget to June Final Budget**

### **Budget Resolution**

1. Addition of Section 3 - Reallocation of Funds - authorizing District Manager to administer budget & transfer between budget line items and departments as needed.

### **Erosion/Bridge Budget - No changes**

### **Fire Department Budget - No changes**

### **Debt Service Budget - No changes**

### **Water/Sewer Budget - No changes**

### **Water & Sewer Rates**

1. Residential irrigation meter base was changed from \$38.80/qtr to \$28.81/qtr

### **Public Hearing Notice**

1. Added note regarding public hearing for rates and various fees for water/sewer system.

**RESOLUTION**

**OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION APPROVING THE FISCAL YEAR 2023-2024 ANNUAL BUDGET OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, PRESCRIBING AND IMPOSING THE TAX LEVY NECESSARY THEREFORE, AND MATTERS RELATED THERETO**

**WHEREAS**, the Fripp Island Public Service District Commission (the "*Commission*") is required by the laws of the State of South Carolina to adopt an annual budget of the Fripp Island Public Service District each year;

**WHEREAS**, Section 6-1-80 of the Code of Laws of South Carolina 1976, as amended requires that the Commission publish a notice of public hearing prior to the adoption of the annual budget;

**WHEREAS**, the Fripp Island Public Service District is authorized by enabling legislation of the South Carolina General Assembly to raise funds for corporate purposes of the District by causing the levy of a tax therefore;

**WHEREAS**, the Fripp Island Public Service District is authorized by enabling legislation of the South Carolina General Assembly to levy a tax upon all taxable property within the District sufficient to pay any general obligation bond debt and associated interest due;

**WHEREAS**, a notice of public hearing was published in *Beaufort Gazette* on May 22, 2023, a copy of which is attached as Exhibit C hereto, and such hearing was held at a regular meeting of the Commission immediately prior to consideration of this resolution; and

**WHEREAS**, the Commission desires to adopt its annual budget for fiscal year 2023-2024 (the "*FY24 Budget*") as the same is included as Exhibit A attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Commission in meeting duly assembled that:

**Section 1 Adoption of Budget.** The FY24 Budget is hereby adopted in the form attached as Exhibit A hereto.

**Section 2 Imposition of Millage.** The tax levies and millage amounts included as Exhibit B are hereby adopted and shall be imposed for the fiscal year beginning July 1, 2023.

**Section 3 Reallocation of Funds.** The District Manager is hereby authorized to administer the budget and to transfer appropriations within and between departments of each fund if necessary to achieve the goals of the FY 2024 Budget. However, no such transfer shall (a) conflict with any existing Bond Resolution, or (b) conflict with any previously adopted policy of the Commission. Any change in the budget which would increase or decrease the total of all authorized expenditures must be approved by the Commission.

**ADOPTED** this 13th day of June, 2023.

**FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION**

  
\_\_\_\_\_  
Chairman, Fripp Island Public Service District Commission

(SEAL)  
Attest:

  
\_\_\_\_\_  
Secretary, Fripp Island Public Service District Commission

Exhibit A

**FY24 BUDGET**

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
EROSION & BRIDGE BUDGET  
FISCAL YEAR 2024**

	ACTUAL FY 2022	BUDGET FY 2023	ESTIMATED FY 2023	PROPOSED FY 2024	Budget Inc (Dec)
<b>OPERATING EXPENSES</b>					
07-00-501-00 ADMINISTRATION	7,170	7,530	7,530	7,910	380
07-00-517-00 COMMISSIONERS EXPENSES	-	200	200	300	100
07-00-521-00 ACCOUNTING & AUDIT	3,134	4,160	4,400	7,040	2,880
07-00-522-00 LEGAL FEES	14,525	2,500	3,500	4,500	2,000
07-00-531-00 BRIDGE INSURANCE	118,488	126,830	132,800	160,000	33,170
07-00-533-00 LICENSES & TAXES	-	-	-	-	-
07-00-549-00 MISCELLANEOUS EXPENSE	1,081	1,200	1,200	1,500	300
07-00-562-00 GROIN REPAIR	-	-	-	-	-
07-00-564-00 REVETMENT REPAIR/MAINT	7,000	8,000	-	15,000	7,000
07-00-566-00 BRIDGE INSPECT/MAINTENANCE	58,438	6,000	1,000	6,000	-
<b>TOTAL O&amp;M EXPENSES</b>	<b>209,836</b>	<b>156,420</b>	<b>150,630</b>	<b>202,250</b>	<b>45,830</b>
07-00-190-00 CAPITAL EXPENDITURES	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>209,836</b>	<b>156,420</b>	<b>150,630</b>	<b>202,250</b>	<b>45,830</b>
<b>REVENUES</b>					
07-00-408-00 TAX PENALTIES	1,565	-	220	-	-
07-00-411-00 BRIDGE ATTACHMENT FEES	18,576	19,130	19,130	-	(19,130)
07-00-416-00 INTEREST INCOME	4,053	3,300	5,400	8,000	4,700
07-00-419-00 UNREALIZED INV GAIN (LOSS)	(16,417)	-	(11,000)	-	-
07-00-429-00 MISC INCOME	-	-	-	-	-
	<u>7,778</u>	<u>22,430</u>	<u>13,750</u>	<u>8,000</u>	<u>(14,430)</u>
BUDGET YEAR EXCESS (REQUIRED) CASH				(171,415)	
<b>07-00-409-00 TAX LEVY</b>	<b>134,238</b>	<b>150,200</b>	<b>150,200</b>	<b>171,420</b>	
<b>BRIDGE RESERVE LEVY</b>	<b>74,577</b>	<b>75,100</b>	<b>75,100</b>	<b>89,830</b>	
Estimated assessed value/mill \$	48,010	\$ 50,066	\$ 50,066	\$ 59,884	9,818
Based on a collection rate of	100.0%	100.0%	100.0%	100.0%	
one mill equals \$	48,010	\$ 50,066	\$ 50,066	\$ 59,884	9,818
<b>O&amp;M TAXES LEVIED, MILLS</b>	<b>2.7</b>	<b>3.0</b>	<b>3.0</b>	<b>2.8</b>	<b>(0.2)</b>
<b>BRIDGE RESERVE TAXES LEVIED, MILLS</b>	<b>1.5</b>	<b>1.5</b>	<b>1.5</b>	<b>1.5</b>	<b>-</b>
<b>PROJECTED CASH FLOW</b>					
<b>CASH BEGINNING OF PERIOD</b>				<b>842,105</b>	
INTERFUND TRANSFERS				12,000	
AR/(AP) & INVEST (GAIN)/LOSS				(3,440)	
LESS EROSION RESERVES				(251,000)	
LESS BRIDGE OPS RESERVES				(280,520)	
LESS RESTRICTED BRIDGE RESERVE				(296,310)	
<b>AVAILABLE CASH BEGINNING OF PERIOD - JULY 1</b>				<b>22,835</b>	
LESS EXPENSES (NOT INCLUDING CAPITAL PROJECTS)				(202,250)	
PLUS REVENUES				8,000	
PLUS OPERATIONS TAX LEVY				167,675	
PLUS EROSION RESERVES				251,000	
PLUS BRIDGE OPS RESERVES				280,520	
PLUS RESTRICTED BRIDGE RESERVE				386,136	
<b>PROJECTED FUNDS AVAILABLE @ YEAR END</b>				<b>913,916</b>	

**FRIPP ISLAND PUBLIC SERVICE DISTRICT FIRE DEPARTMENT BUDGET  
FISCAL YEAR 2024**

ACCT NO	EXPENSES	ACTUAL FY-2022	BUDGET FY-2023	ESTIMATED FY-2023	PROPOSED FY-2024	BUDGET INC (DEC)
<b>EMPLOYEE EXPENSES</b>						
03-00-500-00	PAYROLL EXPENSE	1,820	1,850	1,790	1,850	-
03-00-501-00	SALARIES	365,830	417,700	390,000	465,230	47,530
03-00-504-00	FICA	22,650	25,900	24,180	28,840	2,940
03-00-505-00	FMED	5,300	6,060	5,660	6,750	690
03-00-506-00	RETIREMENT	60,320	72,720	64,740	85,650	12,930
03-00-509-00	MEDICAL INSURANCE	17,410	18,650	16,000	29,250	10,600
03-00-510-00	WORKMAN'S COMP	15,290	16,300	16,530	18,000	1,700
03-00-511-00	EMPLOYEE PHYSICAL	-	300	-	300	-
03-00-516-00	UNIFORMS & GEAR	3,560	3,700	3,100	3,700	-
03-00-519-00	FIREFIGHTER RECOGNITION	210	150	-	150	-
	<b>TOTAL EMPLOYEE EXPENSES</b>	<b>492,390</b>	<b>563,330</b>	<b>522,000</b>	<b>639,720</b>	<b>76,390</b>
<b>OPERATING EXPENSES</b>						
03-00-513-00	TRAINING & CONVENTION	750	1,000	800	1,000	-
03-00-514-00	TRAVEL & RELATED	160	200	200	200	-
03-00-517-00	COMMISSIONERS EXPENSES	230	100	83	100	-
03-00-521-00	ACCOUNTING & AUDIT	11,230	14,890	15,351	22,220	7,330
03-00-522-00	BANK SERVICE CHARGES	-	-	-	-	-
03-00-523-00	BEVERAGES & COMPLEMENTS	810	700	600	700	-
03-00-525-00	CLEAN SUPPLIES/SUNDRIES	840	1,000	1,000	1,000	-
03-00-526-00	DUES	180	300	100	300	-
03-00-532-00	GENERAL INSURANCE	17,600	18,100	18,168	18,500	400
03-00-533-00	LEGAL FEES	3,460	550	500	550	-
03-00-533-01	TAXES & FEES	410	450	423	450	-
03-00-534-00	ADMINISTRATIVE SUPPORT	29,390	30,860	30,860	32,400	1,540
03-00-537-00	OFFICE SUPPLIES	190	350	250	350	-
03-00-539-00	PRINTING	-	-	-	-	-
03-00-542-00	SUBSCRIPTIONS	120	1,750	1,880	1,900	150
03-00-549-00	MISCELLANEOUS	6,400	5,100	100	1,500	(3,600)
03-00-581-00	ELECTRICITY	6,340	6,300	5,700	6,300	-
03-00-582-00	LP GAS & GARBAGE	1,150	1,600	2,600	2,600	1,000
03-00-583-00	TELEPHONE	4,560	4,600	4,600	4,600	-
	<b>G&amp;A Expenses</b>	<b>83,820</b>	<b>87,850</b>	<b>83,215</b>	<b>94,670</b>	<b>6,820</b>
03-00-527-00	FIRE FIGHTING SUPPLIES	1,790	1,000	1,000	1,000	-
03-00-530-00	FIRE PREVENTION	-	1,000	1,000	1,000	-
03-00-531-00	MEDICAL SUPPLIES	460	500	612	500	-
03-00-541-00	SMALL TOOLS	150	300	675	300	-
03-00-543-00	GAS & OIL	6,070	7,000	6,000	7,000	-
03-00-558-00	BUILDING & GROUNDS	2,220	16,000	14,000	15,000	(1,000)
03-00-561-00	FIRE HYDRANTS	40	-	-	-	-
03-00-564-00	RADIOS & PAGERS	590	350	-	350	-
03-00-568-00	EQUIPMENT MAINTENANCE	480	2,200	1,700	2,200	-
03-00-569-00	VEHICLE MAINTENANCE	6,320	5,500	4,500	5,500	-
03-00-575-00	EMERGENCY/NATURAL DISAST	-	500	275	500	-
03-00-589-00	PURCHASES FROM DONATIONS	260	-	260	-	-
	<b>O&amp;M Expense</b>	<b>18,380</b>	<b>34,350</b>	<b>30,022</b>	<b>33,350</b>	<b>(1,000)</b>
	<b>TOTAL OPERATING EXPENSES</b>	<b>594,590</b>	<b>685,530</b>	<b>635,237</b>	<b>767,740</b>	<b>82,210</b>
<b>ASSET ADDITIONS</b>						
03-00-590-00	PURCHASE OF FIXED ASSETS	1,800	11,700	2,200	32,000	20,300
	<b>TOTAL ASSET ADDITIONS</b>	<b>1,800</b>	<b>11,700</b>	<b>2,200</b>	<b>32,000</b>	<b>20,300</b>
	<b>TOTAL EXPENDITURES</b>	<b>596,390</b>	<b>697,230</b>	<b>637,437</b>	<b>799,740</b>	<b>102,510</b>

**FRIPP ISLAND FIRE DEPARTMENT  
OPERATION & MAINTENANCE  
REVENUES & CASH FLOW  
FY-2024**

	1ST QTR JUL-SEP	2ND QTR OCT-DEC	3RD QTR JAN-MAR	4TH QTR APR-JUN	TOTAL
<b>CASH BEGINNING OF PERIOD</b>	<b>\$524,140</b>				\$524,140
INTERFUND TRANSFERS					0
LESS CONTINGENCY RESERVE	(75,000)				(75,000)
<b>AVAILABLE CASH BEGINNING OF PERIOD</b>	<b>\$449,140</b>	\$258,405	\$407,590	\$556,775	<b>\$449,140</b>
EMPLOYEE EXPENSES	\$159,930	\$159,930	\$159,930	\$159,930	\$639,720
G&A EXPENSES	23,668	23,668	23,668	23,668	94,670
OPERATING EXPENSES	8,338	8,338	8,338	8,338	33,350
ASSET ADDITIONS (CAP OUTLAY)		16,000	16,000		32,000
<b>TOTAL EXPENDITURES</b>	<b>\$191,935</b>	<b>\$207,935</b>	<b>\$207,935</b>	<b>\$191,935</b>	<b>\$799,740</b>
03-00-408-00 TAX LEVY	\$0	\$355,920	\$355,920	\$29,660	\$741,490
03-00-408-01 RESERVE TAX LEVY	\$0	\$0	\$0	\$0	\$0
03-00-406-00 TAP INS (1)	1,200	1,200	1,200	900	4,500
03-00-499-00 INTERFUND TRANSFERS	\$0	\$0	\$0	\$0	\$0
<b>NET CASH INCREASE</b>	<b>(\$190,735)</b>	<b>\$149,185</b>	<b>\$149,185</b>	<b>(\$161,375)</b>	<b>(\$53,740)</b>
<b>AVAILABLE CASH END OF PERIOD</b>	<b>\$258,405</b>	<b>\$407,590</b>	<b>\$556,775</b>	<b>\$395,400</b>	<b>\$395,400</b>
<b>ACTUAL CASH END OF PERIOD w/RESERVE</b>	<b>\$333,405</b>	<b>\$482,590</b>	<b>\$631,775</b>	<b>\$470,400</b>	

Required Tax Revenue: \$741,490  
Proposed Reserve: \$0

Value of mill for tax year 2022 \$59,884  
Provided by P. Harriott, Bft. Co. on 4/8/2022

Tax Collection Rate: 100.0%

Value of mill @ Collection Rate: \$59,884

Operations Tax Levy Required, mills : 12.4  
Reserve Tax Levy Required, mills: 0.00

Cash Balance at the end of the year needs to be sufficient to cover 1/2 of the annual budget for FY 2024.

Employee Expenses	\$329,460
Operating Expenses	65,930
<b>Total Cash Reserve</b>	<b>\$395,390</b>

(1) For all residential & commercial water taps, the District collects a \$300.00 "Fire Flow" fee.

**GOVERNMENTAL FUNDS (FIRE/EROSION/BRIDGE) PROPOSED 5-YEAR CAPITAL PLANNING BUDGET**

Category/ Department	Description	Fiscal Year					Notes
		2024	2025	2026	2027	2028	
Bridge/Erosion	Bridge Abutment Protection	\$1,000,000					
Bridge	Bridge Bent Retrofits	\$2,000,000				\$3,000,000	Last retrofit-fy19, current-fy24, est every 5 yrs?
Erosion	Buildup of Porpoise Revetment			\$800,000			
Fire Dept	Station-Paint/generator(fy24), bay door/remodel(fy26), roof/parking(fy28)	\$40,000		\$50,000		\$150,000	
Fire Dept	75' Aerial Pumper truck to replace 2001 Pierce Pumper		\$1,000,000				
Fire Dept	3/4 ton crew cab truck	\$40,000					
Fire Dept	Polaris Ranger & Yamaha Watercraft			\$30,000			
Fire Dept	Chief's vehicle			\$40,000			
Fire Dept	Bunker Gear replacements	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	
<b>Fiscal Year Totals</b>		<b>\$3,092,500</b>	<b>\$1,012,500</b>	<b>\$932,500</b>	<b>\$12,500</b>	<b>\$3,162,500</b>	

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
GENERAL OBLIGATION BOND DEBT SERVICE BUDGET  
REVENUES & CASH FLOW  
FISCAL YEAR 2024**

	1ST QTR JUL-SEP	2ND QTR OCT-DEC	3RD QTR JAN-MAR	4TH QTR APR-JUN	TOTAL
<b>CASH BEGINNING OF PERIOD</b>	\$ 359,730				
LESS DEBT SERVICE RESERVE	\$ (347,700)				
<b>AVAILABLE CASH BEGINNING OF PERIOD</b>	<u>\$ 12,030</u>				
<b>DEBT SERVICE PAYMENTS</b>					
WWTP IMPROVEMENT PAYMENT	\$ 15,200	\$ 15,200	\$ 15,200	\$ 15,200	\$ 61,000
WWTP DEBT PAYMENT	95,540	95,540	95,540	95,540	383,000
REVTMENT DEBT SERVICE	7,780	-	7,780	-	16,000
HWY 21 WATERLINE DEBT SVC	41,870	41,870	41,870	41,870	168,000
FRIPP BRIDGE DEBT SVC	36,550	-	171,550		209,000
<b>TOTAL EXPENDITURES</b>	<u>\$ 196,940</u>	<u>\$ 152,610</u>	<u>\$ 331,940</u>	<u>\$ 152,610</u>	<u>\$ 837,000</u>
09-00-409-01 <b>TAX LEVIES</b>	<u>0</u>	<u>401760</u>	<u>401760</u>	<u>33480</u>	<u>\$837,000</u>
NET CASH INCREASE	\$ (196,940)	\$ 249,150	\$ 69,820	\$ (119,130)	\$ 2,900
 <b>TOTAL CASH END OF PERIOD</b>	 <u>\$ 162,790</u>	 <u>\$ 411,940</u>	 <u>\$ 481,760</u>	 <u>\$ 362,630</u>	

Required Tax Revenue for WWTP Improvements:	\$ 61,000
Required Tax Revenue for WWTP:	383,000
Required Tax Revenue for Revetment:	16,000
Required Tax Revenue for Hwy 21 Waterline:	168,000
Required Tax Revenue for Fripp Bridge:	209,000
<b>Total Required Tax Revenue:</b>	<u>\$837,000</u>
Less Available Cash Beg of Period:	\$ -
<b>Total Required Tax Levy</b>	<u>\$837,000</u>

<b>Value of mill for tax year 2024</b>	<b>\$59,884</b>
<b>Value as of 4/20/23 provided by H Williams</b>	
 <b>Tax Collection Rate:</b>	 <b>100.0%</b>
 <b>Value of mill @ Collection Rate:</b>	 <b>\$59,884</b>
 <b>Tax Levy Required, mills :</b>	 <b>13.9</b>

**Cash Balance at end of year needs to be sufficient to cover the annual debt service for two qtrly WWTP debt svc pymts, two qtrly waterline debt svc pymts, one biannual revetment debt svc pymt, and one biannual bridge debt svc pymt**

WWTP Improvements Debt Svc Res	\$30,400
WWTP Debt Svc Res	191,080
Revetment Debt Svc Res	7,780
Hwy 21 Waterline Debt Svc Res	83,740
Fripp Bridge Debt Svc Res	34,700
	<u>\$347,700</u>



**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
FISCAL YEAR 2024**

ACCT NO	ACTUAL FY 2022	BUDGET FY 2023	(AMEND)		BUDGET INC (DEC)
			ESTIMATED FY 2023	PROPOSED FY 2024	
<b>OPERATING REVENUES</b>					
01-00-401-00	999,840	1,045,170	1,038,740	1,155,840	110,670
01-00-402-00	738,124	761,760	758,820	828,890	67,130
01-00-403-00	7,462	7,830	8,080	8,240	410
01-00-404-03	367,991	366,990	366,990	366,990	-
01-00-406-02	14,100	5,500	16,800	7,500	2,000
01-00-406-03	33,600	13,200	38,400	18,000	4,800
01-00-407-00	5,390	6,260	5,400	5,510	(750)
01-00-408-00	2,430	1,980	3,380	3,450	1,470
01-00-410-00	14,593	17,250	17,870	19,040	1,790
01-00-410-01	16,149	9,780	17,740	9,550	(230)
01-00-412-00	277,825	311,020	311,020	289,860	(21,160)
01-00-429-00	62,696	14,290	17,090	17,430	3,140
<b>TOTAL OPERATING REVENUES</b>	<b>2,540,199</b>	<b>2,561,030</b>	<b>2,600,330</b>	<b>2,730,300</b>	<b>169,270</b>
<b>COST OF SALES</b>					
01-00-451-00	-	-	-	-	-
01-00-452-00	522,958	559,740	542,140	585,780	26,040
<b>TOTAL COST OF SALES</b>	<b>522,958</b>	<b>559,740</b>	<b>542,140</b>	<b>585,780</b>	<b>26,040</b>
<b>GROSS PROFIT FROM OPERATIONS</b>	<b>2,017,242</b>	<b>2,001,290</b>	<b>2,058,190</b>	<b>2,144,520</b>	<b>143,230</b>
<b>GENERAL &amp; ADMINISTRATION</b>					
01-01-500-00	559	680	710	1,100	420
01-01-501-00	343,515	390,000	385,000	535,000	145,000
01-01-502-00	17,740	20,000	18,600	21,000	1,000
01-01-504-00	21,986	25,420	25,020	34,470	9,050
01-01-505-00	5,141	5,950	5,850	8,060	2,110
01-01-506-00	67,602	71,380	66,230	102,360	30,980
01-01-509-00	52,450	74,540	62,600	87,010	12,470
01-01-509-01	3,993	4,410	7,700	7,200	2,790
01-01-510-00	4,768	6,150	5,350	8,340	2,190
01-01-512-00	180	490	490	520	30
01-01-513-00	1,130	3,610	2,000	2,100	(1,510)
01-01-514-00	164	620	620	650	30
01-01-515-00	65	820	820	860	40
01-01-516-00	-	100	200	210	110
01-01-517-00	-	2,580	300	2,580	-
01-01-518-00	(29,390)	(30,860)	(30,860)	(32,400)	(1,540)
01-01-519-00	(7,170)	(7,530)	(7,530)	(7,910)	(380)
01-01-521-00	11,752	15,600	16,370	23,250	7,650
01-01-522-00	61	520	520	550	30
01-01-523-00	10,294	10,620	2,000	5,000	(5,620)
01-01-523-01	3,784	3,940	5,500	4,000	60
01-01-526-00	5,148	5,670	5,670	5,950	280

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
FISCAL YEAR 2024**

ACCT NO	ACTUAL FY 2022	BUDGET FY 2023	(AMEND)		BUDGET INC (DEC)
			ESTIMATED FY 2023	PROPOSED FY 2024	
01-01-528-00 ENGINEERING & CONSULTING	28,550	10,000	15,000	15,450	5,450
01-01-531-00 INSURANCE	58,115	64,190	66,100	68,080	3,890
01-01-532-00 LEGAL FEES	9,325	7,210	7,210	7,430	220
01-01-533-00 LICENSES, TAXES & PERMIT FEES	11,229	12,240	12,240	12,610	370
01-01-535-00 METER READING & RELATED	109	-	-	12,500	12,500
01-01-537-00 OFFICE SUPPLIES	3,026	3,300	3,300	3,470	170
01-01-538-00 POSTAGE & FREIGHT	5,534	5,690	4,500	4,730	(960)
01-01-539-00 PRINTING	358	1,800	1,980	1,500	(300)
01-01-540-00 PROGRAM MAINTENANCE	17,766	18,730	18,730	19,670	940
01-01-543-00 VEHICLE GAS & OIL	15,799	23,800	14,000	14,700	(9,100)
01-01-549-00 MISCELLANEOUS	3,732	4,430	4,430	4,650	220
01-01-558-00 BUILDING & GROUNDS MAINTENANCE	8,216	7,210	8,100	8,510	1,300
01-01-562-00 GRAPHIC SERVICES	-	210	200	210	-
01-01-568-00 SUPPORT EQUIPMENT MAINTENANCE	1,100	1,910	1,910	2,010	100
01-01-569-00 VEHICLE MAINTENANCE	2,665	2,580	1,500	1,580	(1,000)
01-01-581-00 ELECTRICITY & LP GAS, OFFICE	2,010	2,210	2,210	2,320	110
01-01-583-00 TELEPHONE & COMMUNICATIONS	5,071	4,640	4,640	4,870	230
<b>TOTAL G &amp; A EXPENSES</b>	<b>686,378</b>	<b>774,860</b>	<b>739,210</b>	<b>994,190</b>	<b>219,330</b>
<b>WATER SYSTEM EXPENSES</b>					
01-02-524-00 CHEMICALS	-	200	-	200	-
01-02-542-00 SMALL TOOLS & SUPPLIES	1,762	2,500	1,200	2,500	-
01-02-545-00 WATER TAP COSTS	6,755	5,000	8,500	6,750	1,750
01-02-557-00 BOOSTER PUMPS	557	1,000	500	530	(470)
01-02-560-00 CONTROLS & INSTRUMENTATION	1,486	500	1,200	1,260	760
01-02-561-00 FIRE HYDRANTS	-	3,000	-	3,000	-
01-02-568-00 SUPPORT EQUIPMENT MAINT	-	500	500	530	30
01-02-570-00 WATER LINES	7,447	8,240	8,240	8,650	410
01-02-571-00 WATER METER REPAIR	4,791	6,000	4,000	4,200	(1,800)
01-02-572-00 WATER QUAL MONITORING	1,982	2,180	2,180	2,290	110
01-02-573-00 WATER TANKS	47,333	48,930	48,930	51,380	2,450
01-02-581-00 ELECTRICITY	12,722	13,060	13,500	14,180	1,120
01-02-583-00 TELEPHONE/SCADA	2,326	2,580	2,580	2,710	130
<b>TOTAL WATER O&amp;M EXPENSES</b>	<b>87,161</b>	<b>93,690</b>	<b>91,330</b>	<b>98,180</b>	<b>4,490</b>
<b>WASTEWATER EXPENSES</b>					
01-03-524-00 CHEMICALS	3,863	7,670	6,000	6,300	(1,370)
01-03-525-00 CLEANING SUPPLIES	65	160	160	170	10
01-03-527-00 EFFLUENT MONITORING, WWTP	25,113	26,100	24,000	25,200	(900)
01-03-529-00 GENERATOR FUEL/MAINT, WWTP	6,981	7,330	7,330	7,700	370
01-03-529-02 GENERATOR FUEL/MAINT, VAC SEW	13,741	5,150	5,150	5,410	260
01-03-541-00 SLUDGE DISPOSAL, WWTP	104,412	115,740	115,740	121,530	5,790
01-03-542-00 SMALL TOOLS & SUPPLIES	1,885	2,060	2,080	2,180	120
01-03-545-00 SEWER TAP COSTS	-	-	6,900	7,250	7,250
01-03-558-00 BUILDING & GROUNDS, WWTP	4,719	21,530	21,530	22,610	1,080

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
FISCAL YEAR 2024**

ACCT NO	ACTUAL FY 2022	BUDGET FY 2023	(AMEND)		BUDGET INC (DEC)
			ESTIMATED FY 2023	PROPOSED FY 2024	
01-03-559-00	-	520	-	520	-
01-03-560-00	3,612	11,000	4,000	4,200	(6,800)
01-03-563-00	2,354	4,500	3,740	3,930	(570)
01-03-563-02	3,212	5,500	14,300	15,020	9,520
01-03-564-00	2,639	3,630	3,630	3,810	180
01-03-565-00	32,465	42,000	56,000	58,800	16,800
01-03-566-00	-	35,000	35,000	7,000	(28,000)
01-03-567-00	24,999	18,000	3,000	3,150	(14,850)
01-03-567-02	4,372	10,000	1,500	1,580	(8,420)
01-03-581-00	13,240	13,790	13,400	14,070	280
01-03-581-01	52,240	55,130	52,500	55,130	-
01-03-581-02	13,953	13,530	14,540	15,270	1,740
01-03-583-00	154	210	210	220	10
<b>TOTAL WASTEWATER O&amp;M EXPENSES</b>	<b>314,018</b>	<b>398,550</b>	<b>390,710</b>	<b>381,050</b>	<b>(17,500)</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>1,087,557</b>	<b>1,267,100</b>	<b>1,221,250</b>	<b>1,473,420</b>	<b>206,320</b>
<b>NET OPERATING REVENUES</b>	<b>929,685</b>	<b>734,190</b>	<b>836,940</b>	<b>671,100</b>	<b>(63,090)</b>
<b>OTHER INCOME</b>					
01-00-416-00	57,642	48,350	63,930	72,940	24,590
01-00-417-00	12,377	8,760	12,410	7,470	(1,290)
01-00-418-00	-	-	-	-	-
01-00-419-00	(348,451)	-	-	-	-
<b>TOTAL OTHER INCOME</b>	<b>(278,432)</b>	<b>57,110</b>	<b>76,340</b>	<b>80,410</b>	<b>23,300</b>
<b>OTHER EXPENSES</b>					
01-01-595-00	-	-	-	-	-
01-01-596-00	142,348	128,950	128,950	110,770	(18,180)
01-01-597-00	1,200	1,200	1,200	1,200	-
01-01-598-00	-	-	-	-	-
<b>TOTAL OTHER EXPENSES</b>	<b>143,548</b>	<b>130,150</b>	<b>130,150</b>	<b>111,970</b>	<b>(18,180)</b>
01-00-499-00	610,394	610,400	610,400	610,400	-
01-00-499-01	(2,606)				
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>1,115,493</b>	<b>1,271,550</b>	<b>1,393,530</b>	<b>1,249,940</b>	<b>(21,610)</b>
<b>DEPRECIATION</b>					
01-01-611-00	30,624	30,460	30,460	41,700	11,240
01-02-611-00	143,735	150,600	144,600	167,600	17,000
01-03-611-00	424,703	431,740	431,740	434,750	3,010
<b>TOTAL DEPRECIATION</b>	<b>599,062</b>	<b>612,800</b>	<b>606,800</b>	<b>644,050</b>	<b>31,250</b>
<b>NET INCOME (LOSS)</b>	<b>516,430</b>	<b>658,750</b>	<b>786,730</b>	<b>605,890</b>	<b>(52,860)</b>

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
FISCAL YEAR 2024**

ACCT NO	ACTUAL FY 2022	BUDGET FY 2023	(AMEND)		BUDGET INC (DEC)
			ESTIMATED FY 2023	PROPOSED FY 2024	
<b>CAPITAL EXPENDITURES CASH FUNDED BUDGET</b>					
01-00-172-00 BUILDINGS & GROUNDS	-	-	-	-	-
01-00-173-00 WATER SYSTEM	46,428	17,700	17,700	500,000	482,300
01-00-174-00 OFFICE FURNITURE & EQUIPMENT	3,693	-	-	-	-
01-00-175-00 FIELD SUPPORT EQUIPMENT	-	-	-	2,000	2,000
01-00-176-00 WELLS & PUMP STATIONS	121,460	265,000	265,780	-	(265,000)
01-00-177-00 LIFT STATIONS	-	-	24,250	24,000	24,000
01-00-178-00 COLLECTION SYSTEMS	-	5,200	5,200	370,000	-
01-00-179-00 WASTEWATER TREATMENT PLANT	83,994	-	-	30,000	30,000
01-00-180-00 COMPUTERS, SOFTWARE, ETC	2,370	-	3,000	5,000	5,000
01-00-181-00 VEHICLES	26,842	-	-	35,000	35,000
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>284,787</b>	<b>287,900</b>	<b>315,930</b>	<b>966,000</b>	<b>313,300</b>
<b>CONSTRUCTION IN PROGRESS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>85,000</b>	<b>85,000</b>
<b>CAPITAL RESERVE (2013 REVENUE REF BOND)</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>-</b>
<b>TOTAL CAPITAL EXPENDITURES &amp; RESERVES</b>	<b>319,787</b>	<b>322,900</b>	<b>350,930</b>	<b>1,086,000</b>	<b>398,300</b>

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
CAPITAL EXPENDITURES, CONSTRUCTION IN PROGRESS & CAPITAL RESERVES  
FISCAL YEAR 2024 WITH 5-YEAR CAPITAL PLAN**

	PROPOSED		PROJECTED		
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>CAPITAL EXPENDITURES</b>					
<b>Water System</b>					
Blue Heron Lake spillway repair	500,000				
Hydrant meter replacements - 2 meters		3,300			
Frapp Island master meter replacement				20,000	
<b>Collection System</b>					
Rehab CJFV sewer lines	250,000				
Blue Heron Lake force main relocation	120,000				
Lift Station pump replacements	24,000	25,200	26,460	27,780	29,170
<b>Wastewater Treatment Plant</b>					
Membrane replacement			500,000		
Outside storage container		5,000			
DO meter replacement			2,000		
Sludge dewatering system				300,000	
Blowers/Enclosures	30,000	31,500	33,000	34,700	
Grit System		20,000			12,000
<b>Field Equipment (Water/WW)</b>					
Magnetic Locator	2,000				
Fleet Vehicles for field staff	35,000	36,750		40,430	
4" trash pump			3,500		
<b>Office Equipment/Software (G&amp;A)</b>					
Workstations - Admin office & WWTP	5,000	2,800	3,500		3,500
Firewall Licenses				3,500	
<b>Total Proposed Capital Expenditures</b>	<b>966,000</b>	<b>124,550</b>	<b>568,460</b>	<b>426,410</b>	<b>44,670</b>
<b>Construction in Progress</b>					
200k gallon tank recoating containment	85,000	85,000			
<b>Total Construction in Progress</b>	<b>85,000</b>	<b>85,000</b>	-	-	-
<b>CAPITAL RESERVE (2013 REVENUE BOND REPAYMENT)</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>
<b>TOTAL CAPITAL EXPENDITURES, CIP &amp; RESERVES</b>	<b>1,086,000</b>	<b>244,550</b>	<b>603,460</b>	<b>461,410</b>	<b>79,670</b>
<b>DEBT FUNDED PROJECTS</b>					
AMI Metering Infrastructure		1,800,000			
<b>Total Debt Funded Projects (CIP)</b>	-	<b>1,800,000</b>	-	-	-

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
 WATER & WASTEWATER OPERATIONS BUDGET  
 CAPITAL EXPENDITURES, CONSTRUCTION IN PROGRESS & CAPITAL RESERVES  
 FISCAL YEAR 2024 WITH 5-YEAR CAPITAL PLAN**

**DETAILS / DESCRIPTIONS**

**Water System**

Blue Heron Lake spillway repair----- Cost unknown - should have cost estimate by June 2023  
 Hydrant meter replacements - 2 meters  
 Fripp Island master meter replacement

**Collection System**

Rehab CJFV sewer lines----- Project cost spread over 2 years  
 Blue Heron Lake force main relocation  
 Lift Station pump replacements----- 2 pump replacements per year. 5% escalation factor

**Wastewater Treatment Plant**

Membrane replacement----- Funds reserved each yr since 2015 should cover full cost  
 Outside storage container  
 DO meter replacement  
 Sludge dewatering system----- Actual cost unknown. Estimate to be compiled mid-fy24  
 Blowers/Enclosures----- 1 replacement per year. 5% escalation factor  
 Grit System----- Bridge replacement-fy25. Pump replacement-fy28.

**Field Equipment (Water/WW)**

Magnetic Locator  
 Fleet Vehicles for field staff----- 5% per year escalation factor  
 4" trash pump

**Office Equipment (G&A)**

Workstations - Admin office & WWTP----- fy24-WWTP workstations, fy25-28-aging office workstations  
 Firewall Licenses - Admin office & WWTP----- current licenses expire May 2026

**Construction In Progress**

200k gallon tank recoating containment----- Cost spread over fiscal years 2024 and 2025 by vendor

**Capital Reserve (2013 Revenue Bond Repayment) - to set aside funds to assist in payment of 2013 refunding bond debt after vacuum sewer assessments end in 2025. Funds can be used for other capital needs if necessary.**

**Debt Funded Projects (May be multi-year)**

AMI Metering Infrastructure----- Finance thru revenue bond, further analysis needed

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
INCOME PROJECTION  
FISCAL YEAR 2024**

	WATER	WASTEWATER	TOTAL
<b>REVENUES</b>			
WATER & WASTEWATER SALES	1,155,840	828,890	1,984,730
VACUUM SEWER ASSESSMENT	-	366,990	366,990
TAP FEES	7,500	18,000	25,500
WATER TANK LEASE	289,860	-	289,860
OTHER REVENUES	45,070	18,150	63,220
<b>TOTAL OPERATING REVENUES</b>	<b>1,498,270</b>	<b>1,232,030</b>	<b>2,730,300</b>
<b>COST OF SALES</b>	<b>585,780</b>	<b>-</b>	<b>585,780</b>
<b>GROSS PROFITS FROM OPERATIONS</b>	<b>912,490</b>	<b>1,232,030</b>	<b>2,144,520</b>
<b>EXPENSES</b>			
GENERAL & ADMINISTRATIVE	497,095	497,095	994,190
WATER & WASTEWATER SYSTEM	98,180	381,050	479,230
<b>TOTAL OPERATING EXPENSES</b>	<b>595,275</b>	<b>878,145</b>	<b>1,473,420</b>
<b>NET OPERATING REVENUES</b>	<b>317,215</b>	<b>353,885</b>	<b>671,100</b>
<b>OTHER INCOME (EXPENSE)</b>			
INTEREST EARNED	72,940	7,470	80,410
AMORT OF DEFERRED DEBT	-	-	-
INTEREST ON BONDS	(40,210)	(70,560)	(110,770)
BOND PAYMENT FEES	-	(1,200)	(1,200)
BOND ISSUE FEES	-	-	-
<b>TOTAL OTHER INCOME (EXPENSE)</b>	<b>32,730</b>	<b>(64,290)</b>	<b>(31,560)</b>
INTERFUND TRANSFERS IN (OUT)	167,470	442,930	610,400
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>517,415</b>	<b>732,525</b>	<b>1,249,940</b>
<b>DEPRECIATION/LOSS ON DISPOSAL</b>	<b>188,450</b>	<b>455,600</b>	<b>644,050</b>
<b>NET INCOME (LOSS)</b>	<b>328,965</b>	<b>276,925</b>	<b>605,890</b>

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
CASH REQUIREMENTS  
FISCAL YEAR 2024**

	CASH ON HAND 04/30/23 FY2023	CASH REQUIRED 07/01/23 FY2024	CASH REQUIRED 07/01/24 FY2025
<b>AVAILABLE FUNDS</b>			
GROSS REVENUE/O&M FUNDS	913,592		
BEAUFORT CO VAC SEWER ASSESSMENTS	379,369		
ACCOUNTS RECEIVABLE	266,266		
ACCOUNTS PAYABLE/TRANSFERS	(80,129)		
<b>TOTAL OPERATING FUNDS</b>	<b>1,479,099</b>		
DEPRECIATION & CONTINGENCY FUNDS	5,215,792		
- INTENTIONALLY LEFT BLANK	-		
VAC SEWER CONST/PREPAY FUNDS	766,638		
2013 REVENUE BOND DS FUND (1)	-		
<b>TOTAL AVAILABLE FUNDS/INVEST</b>	<b>7,461,530</b>		
<b>REQUIRED CASH &amp; DEBT SERVICE RESERVES</b>			
<b>OPERATING FUNDS</b>			
(20% over O&M budget & Cost of Sales for one quarter)		651,350	677,400
13 BOND DEBT SERVICE FUND (matures 10/01/28) (1)	(20,856)	363,910	364,850
ASSET ADDITIONS/CAPITAL IMPROVEMENTS (2)	(23,610)	966,000	124,550
WATER SYSTEM CONTINGENCY RESERVE (3)		568,680	615,880
WASTEWATER SYSTEM CONTINGENCY RESERVE (3)		568,680	615,880
WWTP MEMBRANE REPLACEMENT (4)		361,800	402,000
13 REVENUE BOND PREPAYMENT (5)		780,280	815,280
<b>TOTAL REQUIRED CASH RESERVES</b>	<b>(44,466)</b>	<b>4,260,700</b>	<b>3,615,840</b>
<b>TOTAL CASH</b>	<b>7,417,063</b>	<b>4,260,700</b>	<b>3,615,840</b>

1. **Bond Resolutions require funding a debt service account to pay the annual debt service.**  
The required funds are transferred from the Beaufort County Treasurer upon collection of the annual vacuum sewer assessments. The 2013 bond proceeds prepaid the 2005 bond on 10/1/2014. Required cash for 7/1/2023 & 7/1/2024 DOES NOT include debt service funds for SRF G.O. bonds, which are funded by taxes, not revenues, and listed in the G.O. Bond Debt Service schedule.
2. **Asset additions & capital improvements include improvements funded by the District's cash reserves.** FY2023 credit includes remaining cost of GIS mapping project and renewal of 3-year firewall licenses.
3. **Contingency Reserves increased each year by 1/12 (8.3%) of the currently approved sum for the current fiscal year per the District's bond resolution requirements.** For fiscal year 2023, the the approved contingency reserve was \$525,100 for water and \$525,100 for sewer. Contingency reserves are used for emergencies, major repairs, and "as needed" capital improvements such as small water line extensions and pump station rehab.
4. **WWTP membranes installed March 2015 at a cost of \$263,951 and have a life of 8 years.** Required cash based on original cost increased by 2.5% per year accrued over eight years. Includes new frames & shipping. Does not include installation.
5. **2013 refunding bond matures 10/01/28. 2005 refunded bond would have matured 10/01/25.** Vacuum sewer assessments end after 2025 tax year with \$1,058,360 owed on 2013 refunding revenue bond. Capital reserve fund increased annually by approx. \$35,000 to assist in payment of remaining debt service after vacuum sewer assessments end.



**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
CASH FLOW PROJECTION  
FISCAL YEAR 2024**

	WATER	WASTEWATER	TOTAL
<b>CASH AT BEGINNING OF PERIOD</b>			<b>7,417,063</b>
<b>REVENUES &amp; INCOME</b>			
WATER & SEWER SALES	1,155,840	828,890	1,984,730
VACUUM SEWER ASSESSMENT	-	366,990	366,990
TAP FEES	7,500	18,000	25,500
WATER TANK LEASE	289,860	-	289,860
OTHER REVENUES	45,070	18,150	63,220
INTEREST EARNED	72,940	7,470	80,410
INTERFUND TRANSFERS IN (OUT)	167,470	442,930	610,400
<b>TOTAL REVENUES &amp; INCOME</b>	<b>1,738,680</b>	<b>1,682,430</b>	<b>3,421,110</b>
<b>COST OF SALES</b>	<b>585,780</b>	<b>-</b>	<b>585,780</b>
<b>EXPENSES</b>			
GENERAL & ADMINISTRATIVE	497,095	497,095	994,190
WATER & WASTEWATER SYSTEM	98,180	381,050	479,230
<b>EXPENSES BEFORE DEPRECIATION</b>	<b>595,275</b>	<b>878,145</b>	<b>1,473,420</b>
<b>ANNUAL BOND DEBT SERVICE</b>			
BONDS - PRINCIPAL (1)	127,270	736,270	863,540
- INTEREST (2)	40,200	70,560	110,760
BOND PAYMENT FEES	-	1,200	1,200
BOND ISSUE FEES	-	-	-
<b>TOTAL DEBT EXPENDITURES</b>	<b>167,470</b>	<b>808,030</b>	<b>975,500</b>
<b>OPERATING CASH INCREASE (DECREASE)</b>	<b>390,155</b>	<b>(3,745)</b>	<b>386,410</b>
<b>CAPITAL CONTRIBUTIONS (EXPENDITURES)</b>			
ASSET ADDITIONS	(521,000)	(445,000)	(966,000)
CONSTRUCTION IN PROGRESS (3)	(85,000)	-	(85,000)
CAPITAL RESERVE	-	(35,000)	(35,000)
<b>TOTAL CAPITAL CONTRIB. (EXPENDITURES)</b>	<b>(606,000)</b>	<b>(480,000)</b>	<b>(1,086,000)</b>
<b>TOTAL CASH INCREASE (DECREASE)</b>	<b>(215,845)</b>	<b>(483,745)</b>	<b>(699,590)</b>
<b>CASH @ END OF PERIOD</b>			<b>6,717,473</b>
<b>REQUIRED CASH @ END OF PERIOD (4)</b>			<b>(3,615,840)</b>
<b>CASH OVER (UNDER) RESERVE REQUIREMENTS (5)</b>			<b>3,101,634</b>

1. Debt service principal in the wastewater column includes revenue bond principal of \$325,490
2. Debt service interest in the wastewater column includes revenue bond interest of \$38,410
3. Construction in Progress includes items with cost spread over fiscal years 24 and 25
4. Required cash includes operating funds for one quarter (three months) & debt service reserves.
5. Funds in excess of cash requirements are available for contingencies, the purchase of assets, & capital improvements.

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
WATER & WASTEWATER OPERATIONS BUDGET  
REVENUE TEST FOR SERIES 2013 REVENUE BOND ISSUE  
FISCAL YEAR 2024**

	WATER	WASTEWATER	TOTAL
OPERATING REVENUES	1,498,270	1,232,030	2,730,300
(LESS) AD VALOREM TAX REVENUE (1)	167,470	442,930	610,400
(LOSS) ON SALE OF FIXED ASSETS	-	-	-
INTEREST INCOME	72,940	7,470	80,410
(LESS) VAC SEWER FUNDS INTEREST (2)	-	(7,470)	(7,470)
<b>GROSS REVENUES</b>	<b>1,738,680</b>	<b>1,674,960</b>	<b>3,413,640</b>
LESS COST OF SALES	585,780	-	585,780
LESS OPERATING EXPENSES (3)	595,275	878,145	1,473,420
LESS BOND PAYMENT FEES	-	1,200	1,200
<b>NET REVENUES</b>	<b>557,625</b>	<b>795,615</b>	<b>1,353,240</b>
G.O./REVENUE BOND DEBT SERVICE			
CURRENT- PRINCIPAL	127,270	736,270	863,540
- INTEREST	40,200	70,560	110,760
- INTENTIONALLY LEFT BLANK	-	-	-
<b>TOTAL DEBT SERVICE</b>	<b>167,470</b>	<b>806,830</b>	<b>974,300</b>
<b>ACTUAL NET REVENUE / DEBT SERVICE</b>	<b>3.33</b>	<b>0.99</b>	<b>1.39</b>
<b>REQUIRED NET REVENUE / DEBT SERVICE</b>	<b>1.20</b>	<b>1.20</b>	<b>1.20</b>

(1) Ad valorem property taxes are excluded from calculating net earnings for revenue test unless used for O&M or for payment of G.O. bonds

(2) Interest earned on vacuum sewer construction and assessment funds was excluded from net earnings.

(3) Depreciation, amortization of debt expenses, bond interest, & bond issue expense are not included in O&M expenses for revenue test.

Exhibit B

**FY24 BUDGET TAX LEVIES**

<b>Tax Authority</b>	<b>Tax Collection Account</b>	<b>Tax Levy</b>
Erosion/Bridge		
Erosion/Bridge O&M	7031-Erosion & Bridge Ops	2.8 Mills
Erosion/Bridge Reserve	7031-Erosion & Bridge Res	1.5 Mills
	<b>Total Erosion/Bridge</b>	<b>4.3 Mills</b>
Fire District		
Fire Operations	7041-Fire Department Ops	12.4 Mills
	<b>Total Fire District</b>	<b>12.4 Mills</b>
Debt Service		
General Obligation Bonds	7033-PSD Debt	13.9 Mills
	<b>Total Debt Service</b>	<b>13.9 Mills</b>
<b>Total Erosion/Bridge &amp; Fire District Operations, Reserve &amp; Debt</b>		<b><u>30.6 Mills</u></b>

Exhibit C

**FISCAL YEAR 2024 PUBLIC HEARING NOTICE**



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
20970	421900	Notice of FY2024 Public Hearing		\$200.00	3	5.00 in

Attention: Angel Hughes  
 FRIPP ISLAND PUB SERVICE DIST  
 ATTN: ANGIE HUGHES  
 291 TARPON BLVD  
 FRIPP ISLAND, SC 29920  
 angiehughes@fipspd.org

STATE OF )  
 SOUTH CAROLINA ) AFFIDAVIT  
 COUNTY OF BEAUFORT )

I, Tara Pennington, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

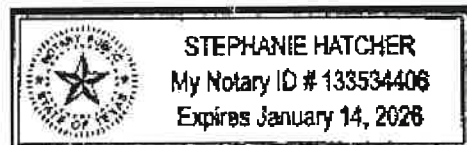
1 insertion(s) published on:  
 05/22/23

*Tara Pennington*  
 Tara Pennington

Sworn to and subscribed before me this 22nd day of May in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
 NOTICE OF PUBLIC HEARING  
 Tuesday, June 13, 2023  
 Fripp Island Fire Station  
 8:30 A.M.**

Notice is hereby given that the Fripp Island Public Service District Commission (the "Commission"), the governing body of the Fripp Island Public Service District (the "District"), will hold a public hearing on the District's annual budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024 as required by Sections 6-1-30 of the Code of Laws of South Carolina 1976, as amended, and on the imposition of its water and sewer rate schedule, which is proposed to include an after-hours tap fee, a meter tapping fee, a flat of service fee, and a returned payment fee pursuant to Sections 6-1-300 of the Code of Laws of South Carolina 1976, as amended. The hearing will be held at 8:30 a.m. on June 13, 2023, at the Fripp Island Fire Station located at 299 Tarpon Boulevard, Fripp Island, SC 29920. Copies of the proposed budget and water and sewer rates are available at the Fripp Island P&O office. Public comments, written or oral, are invited. Those wishing to provide written public comments for the public hearing should email comments to [communications@fipspd.org](mailto:communications@fipspd.org) no later than one hour prior to the time set for the public hearing. Written comments may also be mailed to the Fripp Island Public Service District, 291 Tarpon Blvd., Fripp Island, S.C. 29920. Those wishing to make oral comments at the public hearing may attend the meeting in person or telephonically. Those wishing to attend telephonically should email [communications@fipspd.org](mailto:communications@fipspd.org) or call (704) 838-3883 to request instructions.

The current budget for fiscal year 2022-2023 and the proposed budget for fiscal year 2023-2024 are as follows:

	FY 2022-2023	FY 2023-2024	Percentage
	Actual	Proposed	Change
<b>Operating Budget</b>			
Revenue	\$5,497,060	\$5,796,180	4.5%
Expenses*	\$4,854,590	\$4,612,290	22.7%
Tax Levy (Mills)	16.8	16.8	-0.0%
Tax Levy (Dollars)	\$756,450	\$812,910	7.5%
Revenue Levy			
Tax Levy (Mills)	2.0	1.5	-25.0%
Tax Levy (Dollars)	\$100,130	\$69,620	-30.5%
<b>Debt Service Budget</b>			
Revenue	\$520,000	\$520,000	1.0%
Debt Service*	\$484,780	\$487,500	0.6%
Tax Levy (Mills)	16.3	16.3	-0.0%
Tax Levy (Dollars)	\$520,000	\$520,000	1.0%

\*Operating budget expenditures include planned expenditures of all businesses and other city departments.

**RESOLUTION  
WATER & SEWER RATES FOR FISCAL YEAR 2024**

**ADOPTION OF WATER AND SEWER RATES FOR THE FISCAL YEAR STARTING  
JULY 01, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the Fripp Island Public Service District has prepared and adopted a budget for the fiscal year starting July 01, 2023, which requires the imposition of water and sewer rates on the residents receiving service.

**NOW, THEREFORE, BE IT RESOLVED**, that the following water and sewer rates schedule will be in effect for the fiscal year starting July 01, 2023.

**WATER RATES**

<b>Customer Category</b>	<b>Base Bill/Quarter</b>	<b>Water Consumption</b>
<b>Residential</b>		
Single family lots	\$ 55.07	
Multi-family units	\$ 55.07	
0-12,000 gals./qtr./unit		\$3.20/1,000 gals.
12,001-36,000 gals./qtr./unit		\$4.13/1,000 gals.
over 36,000 gals./qtr./unit		\$4.99/1,000 gals.
Residential Dedicated Irrigation	\$ 28.81	\$4.99/1,000 gals.
Commercial/Commercial Irrigation		Same as residential
¾" meter	\$ 55.07	
1" meter	\$ 93.62	
1½" meter	\$ 181.73	
2" meter	\$ 291.87	
3" meter	\$ 555.25	
Hotel/Motel per Room (Sunsuites)	\$ 29.93	
0-5,000 gals./qtr./unit		\$3.20/1,000 gals.
5,001-25,000 gals/qtr./unit		\$4.13/1,000 gals.
over 25,000 gals./qtr./unit		\$4.99/1,000 gals.
Jetting (Hydrant Meter)	N/A	Same as residential
Off Island Individual Customers	\$ 77.34	Same as residential
Hunting Island Fishing Pier	\$ 208.55	Same as residential
Hunting Island State Park		
0-7,200,000 gals./qtr.	\$10,575.63	\$4.13/1,000 gals.
Over 7,200,000 gals./qtr.		\$4.58/1,000 gals.
Hunting Island State Park, South	\$ 314.26	Same as Hunting Isl. S.P.

**RESOLUTION  
WATER & SEWER RATES FOR FISCAL YEAR 2024**

Harbor Island Transportation Fee                      N/A                                      \$0.65/1,000 gals.

1. Where a single water meter serves more than one unit, multiply the minimum rate for the customer category by the number of units.

**SEWER RATES**

<b>Customer Category</b>	<b>Base Bill/Quarter</b>	<b>Charge Per Gallon of Water Consumption</b>
Residential (Single family or multi-family)	\$ 74.02	\$3.14/1,000 gals. up to 36,000 gals*
Commercial	\$111.83	\$6.71/1,000 gals. over 22,500 gals
Hotel/Motel Room (Sunsuites)	\$39.83	\$3.14/1,000 gals.
Harbor Island Effluent Disposal Fee	N/A	\$0.64/1,000 gals.

1. Where a residential customer has a separate, dedicated meter for landscape irrigation, the account will be billed for sewer service based on the total water consumption recorded by the domestic use water meter – the 36,000 gallon cap will not apply.
2. Where a single water meter serves more than one unit, multiply the sewer rate by the number of units.
3. If Harbor Island’s wastewater effluent requires additional treatment prior to disposal, the Harbor Island effluent disposal fee increases to \$6.71/1,000 gallons.

**METER & CONNECTION FEES**

**WATER**

5/8" Meter	\$ 500.00
¾" Meter (commercial only)	\$ 600.00
1" Meter (commercial only)	\$ 700.00
1½" Meter (commercial only)	\$ 900.00
2" Meter (commercial only)	\$1000.00
One meter for multiple units	\$500.00/unit
Hydrant Meter (Jetting)	\$ 100.00
Fire Flow (not required for irrigation meters or hydrant meter installation)	\$ 300.00

1. Where a single water meter serves more than one residential unit, multiply the 5/8" water meter tap-in rate by the number of units.
2. Where a single water meter serves more than one residential unit, multiply the fire flow fee by the number of units.
3. Where connection to the public water system requires a tap to the water main without an extension of a water service line, an additional fee of \$500 will apply.
4. Where connection to the public water system requires a tap to the water main with an extension of a water service line, an additional fee of \$700 will apply.
5. An advance payment of \$150.00 will be collected for water used during construction.

**RESOLUTION  
WATER & SEWER RATES FOR FISCAL YEAR 2024**

6. An advance payment of \$50.00 will be collected for water used with a hydrant meter.

**SEWER**

Residential	\$1,200.00
Commercial	\$200.00/toilet or \$1,200.00 whichever is greater

1. Where a single water meter serves more than one residential unit, multiply the residential sewer tap-in rate by the number of units.

**WATER CAPACITY FEES**

All new development or expansions to existing development including, but not limited to, residential subdivisions, condominiums (villas), motels/hotels, and commercial facilities shall pay a \$3.90 per gallon water capacity capital contribution fee prior to receiving water service. The amount of water capacity required and purchased shall be adequate to meet the peak daily demand of the new development as determined solely by the Fripp Island Public Service District.

**MISCELLANEOUS FEES**

<b>Delinquency Fee</b>	<b>1.5% of unpaid balance</b>
Fee added if payment is not received by five days after the due date printed on the invoice.	
<b>Non-Payment Fee</b>	<b>\$60.00</b>
Fee added if payment is not received by date noted in past-due notice mailed to delinquent accounts.	
<b>Reconnection Fees</b>	<b>\$45.00</b>
Fee for service reconnection. Applies to non-payment and customer requested cutoffs.	
<b>After Hours Trip Fee</b>	<b>\$150.00</b>
Fee for service reconnection outside of normal business hours.	
<b>Administrative Fee</b>	<b>\$35.00</b>
A non-refundable fee to establish a new account, transfer service to a new customer or to re-establish a terminated account.	
<b>Meter Tampering Fee</b>	<b>\$100 plus costs</b>
For unauthorized meter tampering (i.e., turn-on, etc.)	
<b>Theft of Service Fees</b>	
Theft of meter equipment, bypassing meter, unauthorized use (i.e., after non-payment cutoff)	
First Offense	<b>\$250.00 plus costs</b>
Second Offense (Charged in magistrate court)	<b>\$500.00 plus costs</b>
<b>Returned Payment Fee</b>	<b>\$35.00</b>
Fee charged if any method of payment by customer is returned or dishonored by the bank.	



**RESOLUTION  
WATER & SEWER RATES FOR FISCAL YEAR 2024**

**This Resolution ratified and adopted by the FRIPP ISLAND PUBLIC SERVICE  
DISTRICT COMMISSION on June 13, 2023.**

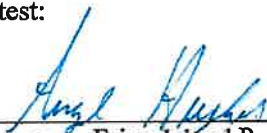
**FRIPP ISLAND PUBLIC SERVICE DISTRICT  
COMMISSION**



\_\_\_\_\_  
Chairman, Fripp Island Public Service District  
Commission

(SEAL)

Attest:



\_\_\_\_\_  
Secretary, Fripp Island Public Service District  
Commission

SALES INFORMATION					
IC Sales Rep	Matthew Straw			Vertical	Utility
Order Date	6/8/2023			Billing Software	EMGovPower

BILLER INFORMATION					
Ownership Type	Government		Phone	(843) 838-2400	Fax
Legal Name	Fripp Island Public Service District		Website URL	https://www.fipisd.org/	
Address 1	291 Tarpon Boulevard		Bus. Open Date	1961	
Address 2			Federal Tax ID		
City	Fripp Island		<i>*Federal Tax ID and Legal Name must match on all documents</i>		
State	SC	ZIP	29920		

BILLER CONTACT					
Primary Contact Name	Angie Hughes				
Phone	(843) 838-2400				
Email Address	angiehughes@fipisd.org				

SIGNING AUTHORITY					
Name	Angie Hughes			Title	District Manager
Phone	(843) 838-2400	Fax		Email Address	angiehughes@fipisd.org

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)					
<b>Note: Must include voided business check or bank letter for each unique account</b>					
Billing Method	Direct Debit				
Routing #				Last 4 Acct #	

PAYMENT METHODS ACCEPTED					
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]				

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*					
Description	Interval	Cost Type	Cost		
Biller Portal Access Fee	Monthly	Fixed (\$)	\$295.00		
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00		
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00		
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00		
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.25		

HARDWARE					
Card Reader Type		Quantity		Cost per Reader	
Card Reader				Billing Interval	Monthly

Shipping Address (if different than location address)	
--	--

<b>DATA RETENTION</b>
-----------------------

Months to Keep	24	*Additional Fees apply if greater than 24 months
----------------	----	--

<b>IMPLEMENTATION CHARGES</b>
-------------------------------

Description	Interval	Cost
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)

<b>NOTES/SPECIAL HANDLING</b>
-------------------------------

--

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Angie Hughes

Printed Name

District Manager

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

**BILLER ORDER FORM  
INVOICE TYPE PARAMETER SHEET**

*Invoice Type Parameters must be completed for each invoice type*

Invoice Type	Utilities	Pricing Model	Non-Submitter
		Biller Pays Network Fees	No

**CURRENT BILLING DETAILS**

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1700	0	0	1700	0	0	1700	0	0	1700	0	0

Avg CC Transaction \$	274.00	Max Invoice \$	125,000.00	Bill Frequency	Quarterly	Avg. Bills Per Month	567
-----------------------	--------	----------------	------------	----------------	-----------	----------------------	-----

**PRODUCTS AND SERVICES**

Products and Services	[EBPP] [IVR] [ACH Migration]
-----------------------	------------------------------

**TRANSACTIONAL PRICING (Paid by Biller)**

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal	3.25%		
All Payment Sources	ACH/EFT		\$1.95	
IVR	All Payment Methods		\$0.95	

**TRANSACTIONAL PRICING EXCEPTIONS**

**SERVICE FEES (Paid by Payer)**

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
----------------------------	----------------	------------	------------------	-------------------------------

**SERVICE FEE EXCEPTIONS**

**MAX PAYMENT CAP**

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
--------------------------	---------	--------------	---------

**BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)**

*Note: must include voided business check or bank letter for each unique account*

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
-----------	--	---------------	--	-----------------------	--

**NOTES / SPECIAL HANDLING**

--

## Biller Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

## Biller Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

Notwithstanding the foregoing paragraph, Invoice Cloud acknowledges that Biller is subject to the South Carolina Freedom of Information Act Section 30-4-10 *et seq.*, of Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended (“FOIA”). To the extent any FOIA request requires the disclosure of any records that contain Invoice Cloud’s Confidential Information or trade secrets, as defined under applicable law including S.C. Code Section 30-4-40(a)(1), Biller shall, to the extent permitted by applicable law, provide Invoice Cloud with prompt written notice of the disclosure request and afford Invoice Cloud a reasonable opportunity to seek protective legal treatment for such Confidential Information or trade secrets as necessary prior to the disclosure of the requested records.

**5. Billing.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller’s bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 10%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

**6. Term and Termination.** The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date (“Initial Term”), and will automatically renew for additional successive three (3) year terms (“Renewal Term”) unless terminated as set forth herein. “Term” as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the effective date of termination. Upon any termination or expiration of this Agreement, Biller’s password and access will be disabled and Biller will be obligated to pay the balance due on Biller’s account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller’s Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

**Non-appropriations Clause.** This Agreement is subject to the lawful appropriation of funds by Biller for each fiscal year. In the event that Biller, for any reason, does not specifically budget and appropriate funds for a fiscal year, Biller shall give notice of the same on or before the first day of the succeeding fiscal year, and this Agreement shall thereby terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made, or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Services provided up to the date of termination shall be made to Invoice Cloud by Biller, except that no payment shall be made or due to Invoice Cloud under this Agreement beyond those amounts appropriated and budgeted by Biller to fund payments under this Agreement.**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the “Statement of Work”), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud’s processing systems.

**8. Limited Warranty.** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT

## Billers Agreement

EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller and Biller's employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

**12. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF



## Billor Agreement

DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions and limitations set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or [helpdesk@invoicecloud.com](mailto:helpdesk@invoicecloud.com). Such notice shall be deemed to have been given upon the expiration of three days after post mark (if notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested) or 12 hours after sending (if sent by email), without return of such email as being undeliverable. Notwithstanding the foregoing, notice shall only be effective if sent by first class mail or pre-paid post with return receipt requested if notice is sent for the following purposes: (i) notice to terminate or not to renew this Agreement pursuant to Section 6, including notice of a breach of this Agreement; or (ii) notice of any claim or legal action related to this Agreement, including for indemnification purposes.

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### **16. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. Beta Products.** In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

### **19. General.**

(a) This Agreement shall be governed by the law of the State of South Carolina, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire

## Biller Agreement

agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider (“Third Party Agreement”), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions) (the “Biller T+C”) and are agreed to by Invoice Cloud and the Biller.

# Invoice Cloud

## Statement of Work

### *Fripp Island PSD*

#### **Overview**

The Invoice Cloud (IC) suite of services (The Service) will give the *Fripp Island PSD* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *Fripp Island PSD* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

#### **Definitions:**

1. **Biller** – Merchant / *Fripp Island PSD*
2. **Payer** – Client customer, resident, person paying a bill or invoice
3. **EBPP** – Electronic Bill Presentment & Payment
4. **Bill** – Bill and Invoice are used synonymously throughout this document
5. **RTDR** - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. **NTDR** – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

#### **1. Security and Industry Compliance**

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

#### **2. Data Integration**

Invoice Cloud does maintain an integration with *emGovPower*. The integration for the *Fripp Island PSD* will include the functionality found in Appendix B.

#### **3. Payer Portal**

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

#### 4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
  - ACH Reject Notifications
  - Batch Close Notifications
  - Daily Management Report
  - File Processing Notifications
  - Month End Billing Invoice
  - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
  - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
  - allowing customers to update their phone or mailing address through the payer portal
  - allowing customers to pay less than, or more than the balance due based on receivable type
  - updating Refund Policy description
  - updating customer service phone number

## 5. Biller Portal - Reporting

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (\*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers\*
- c. Search Invoices
- d. Search Payment Transactions\*
- e. Monthly Summary
- f. Registration Report\*
- g. Autopay Report\*
- h. Paperless Report\*
- i. Data Synchronization History
- j. EFT/ACH Rejects\*
- k. View Scheduled Payments\*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received\*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
  - Email Statistics
  - Email Tracking
  - Bounced Email Report

## 6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
  - Second Invoice Email Notification
  - Third Invoice Email Notification
  - Payment Transaction Receipt
  - Declined Auto Pay Transaction
  - Late Fee Email Notification
  - Declined Scheduled Payment Notification
  - Registered Customer Welcome Email
  - AutoPay Registration Notification
  - Paperless Registration Notification
  - ACH Reject/Chargeback Notices (with reason codes and descriptors)
  - Credit Card Expiration Notification
  - Scheduled Payment Confirmation
  - AutoPay Reminder Notification
  - FlexPay Confirmation Notification
  - Scheduled Payment Reminder
  - Paperless Off Confirmation
  - Online Bank Direct Payment Receipt
  - Linked Accounts First Notice Notification
  - Linked Accounts Second Notice Notification
  - Linked Accounts Third Notice Notification
  - AutoPay Off Confirmation
  - Conveyed Customer Notification
  - Multiple Registered Customers Welcome Email
  - Recurring Scheduled Payment Confirmation
  - Recurring Scheduled Payment Canceled

## 7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

## 8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

## 9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
  - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
  - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
  - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
  - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
  - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

## 10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

#### **11. CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

#### **12. CloudSMSConnect™**

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

#### **13. AgentConnect™**

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless



- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

**14. CloudStore™**

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

**15. Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **Fripp Island PSD**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**Fripp Island PSD**

**Invoice Cloud, Inc.**

By: \_\_\_\_\_

By: Kevin W. O'Brien

Printed Name: \_\_\_\_\_

Printed Name: Kevin W. O'Brien

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 6/8/2023

## **Appendix A: System Modifications**

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

**NONE**

## Appendix B: Integration Supported Features

Modules & Features	
<b>PRODUCTS</b>	
Invoice Types	42 - Utility
EBPP	Supported
Cloud IVR Connect	Supported
Pay by Text	Supported
PayPal	Supported
Apple Pay/Google Pay	Supported
<b>DATA EXCHANGE</b>	<b>Method</b>
Invoices	Web Services
Payments	IC Web Services
AutoPay Flags	Manual via Biller Portal
Paperless Flags	Manually via Biller Portal
Account Balances	Adjustment/Balance IC Web Services
Block Payment Method (Credit/ACH)	Manually within Biller Portal
<b>INVOICE FILES</b>	<b>Frequency</b>
Software Sends File	Daily
Historical Data (2 years shown online)	Daily
<b>BILL PRESENTMENT</b>	<b>As Needed</b>
PDF Extraction (Partial/Full)	As Needed
Link to PDFs	As Needed
<b>BATCH CLOSE</b>	<b>Standard</b>
Standard or Custom	Standard
<b>CUSTOM OPTIONS</b>	<b>Supported</b>
Branded Biller Portal	Supported
Branded Payer Portal	Supported

## Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

**WORK ORDER NUMBER 4**

**WORK ORDER** to the Agreement dated April 11, 2017, by and between the Fripp Island Public Service District (the “**Client**”) and First Tryon Advisors, LLC (“**First Tryon**”).

**Services**

First Tryon will provide the following Services under this Work Order in connection with the Client’s proposed up to \$5.25 million GO bond referendum and related bond issuance:

During referendum process:

- Provide financial analysis during the referendum process including calculations of annual debt service, potential millage impact and development of different structuring scenarios.
- Prepare and present financial analysis to Client’s governing board, staff or other stakeholders, as requested.

Upon a successful referendum:

- Provide analysis and recommendation with respect to bond sale approach (bank transaction versus publicly-offered) outlining benefits, drawbacks and costs of each.
- Prepare and maintain a detailed financing calendar for the financing, incorporating any required notices, Board actions, public hearings and other financing milestones identified by the Client or its counsel.
- Produce quantitative schedules outlining sources and uses of funds, debt service requirements, escrow cash flows, and other data required by the Client or its bond counsel in connection with the financing.
- Coordinate activities, meetings and conference calls among the members of the working group.
- Assist in procuring any additional professionals or working group participants necessary to complete the financing (e.g., verification agent, trustee, etc.).
- Assist the Client’s counsel in its preparation of all legal documents that such counsel deems appropriate for the authorization, execution and memorialization of the transaction.
- Advise the Client regarding current bond market conditions and other developments that would normally be expected to influence interest rates for the financing.
- If sold through a bank, solicit and evaluate financing proposals, prepare related credit packages, evaluate any submitted proposal and negotiate final terms and conditions with the lender. If publicly-offered, coordinate competitive bidding process.
- Provide recommendations for any publicly-offered bonds to achieve terms that are favorable to, and appropriate for, the Client, including date of sale, interest payment dates, amortization, security provisions, credit enhancement and other provisions that may be helpful in meeting the Client’s stated objectives.
- For any publicly-offered bonds, develop a detailed rating strategy, including, if appropriate, (1) reviewing and developing any financial policies, (2) preparing comprehensive rating presentation materials, (3) coordinating all logistics for any meetings, visits or other interactions with any rating agency analysts, and (4) preparing the Client thoroughly for any rating agency presentation.
- Negotiate terms and conditions of the financing, including call provisions, closing requirements and risk allocation provisions, as applicable.

- Prepare and present information regarding the financing process to the Client's governing board, staff or other stakeholders, as requested.
- Coordinate all closing logistics to help ensure a smooth closing and to reduce demands on the Client's staff.
- Provide ongoing responses to any related questions and perform other customary tasks that might arise during the course of the financing.

**TERM**

The Term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services described above, unless terminated earlier in accordance with the Agreement.

**COMPENSATION**

In establishing fees, First Tryon takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For the Services listed in this Work Order, First Tryon proposes the following fees:

- Analysis and presentations during referendum process: \$7,500
- GO Bond issue with bank: \$32,500
- GO Bond issue publicly-offered: \$71,000

Such fee may vary if (1) the contemplated financing structure or assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of First Tryon's responsibilities. First Tryon will consult with the Client if at any time First Tryon believes that circumstances require an adjustment to its fees beyond the estimate set forth above.

In addition to the compensation outlined above, the Client will reimburse First Tryon for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging,, etc. First Tryon will bill the Client for such expenses at cost, with no mark-up. First Tryon will not bill the Client for indirect costs such as telephone, fax, and video/conference call services; instead, the Client will pay First Tryon an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

[Signatures Begin on Following Page]

AGREED AND ACCEPTED this \_\_\_\_\_ day of May, 2023:

**FRIPP ISLAND PUBLIC SERVICE DISTRICT**

By:


  
\_\_\_\_\_  
Ms. Angie Hughes  
District Manager

**FIRST TRYON SECURITIES, LLC,  
D/B/A FIRST TRYON ADVISORS**

By:

  
\_\_\_\_\_  
Amy Vitner  
Managing Director

By:

  
\_\_\_\_\_  
J. Walter Goldsmith  
Managing Director

J



June 8, 2023

Angie Hughes  
Fripp Island PSD  
291 Tarpon Blvd.  
Fripp Island, SC 29920

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Ms Hughes:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract (“Original Contract”) described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
14-JUN-1994	Tarpon Rd Tank	200,000	Pedisphere	102398	6106

The following Services shall be added to the Original Contract:

**CONTAINMENT AND SSPC-SP #6 EXTERIOR BLAST:**

1. A drape containment system shall be utilized on the water storage tank to contain debris generated during the paint removal operations.
2. All exterior surfaces shall be abrasive blast cleaned to a commercial blast finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No. 6.
3. After abrasive cleaning, all surfaces shall be cleaned, dried and free of all contaminants prior to painting.
4. A bonnet and dust collector will be utilized during blasting.
5. A new 3 coat coating system will be installed.
6. The logos will be installed how they are currently before blasting.

**TERMS:** The cost for the Containment Services will be an additional \$170,000.00 (“Additional Fee”) for the Tarpon Road Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract. Payments for the Additional Fee will be spread over two (2) years, with the first half of this additional fee (\$85,000.00) to be invoiced July 1, 2023 and the second half to be invoiced July 1, 2024.

This addendum is for the cost of the Containment. All paint cost and labor are covered under the Original Contracts. The parties agree and understand that the Services defined herein are a one-time service, and any future lead containment and/or exterior blasting will be at an additional cost to be negotiated by the parties.

Fripp Island PSD understands that Utility Service Co., Inc. is spreading the cost of work to be performed in 2023 over two budget cycles, and certifies that the July 1, 2023 amount has already been appropriated, and that the July 1, 2024 amount shall be appropriated, barring unforeseen circumstances. However, the payment and performance of Fripp Island PSD under this addendum are subject to the lawful appropriation of funds by Fripp Island PSD for each fiscal year. In the event that Fripp Island PSD, for any reason, does not specifically budget and appropriate funds for an applicable fiscal year, Fripp Island PSD shall give notice of the same on or before the first day of the succeeding fiscal year, and this addendum shall thereby terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made, or whenever the funds appropriated for payment



under this addendum are exhausted. Payment for Services provided up to the date of termination shall be made to Utility Service Co. Inc., except that no payment shall be made or due to Utility Service Co. Inc under this Contract beyond those amounts appropriated and budgeted by Fripp Island PSD to fund payments under this addendum, or as negotiated by the parties and memorialized by separate agreement.

Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.


I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Jonathan Cato  
Chief Operating Officer

Fripp Island PSD, SC

Authorizing Signature:  Title: Chairman  
The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.  
Printed Name: Edward D. Weibel Date: 8/10/23