

CITY OF FOLLY BEACH

Chris Bizzell, Mayor



Folly Beach, SC 29439

www.cityoffollybeach.com

(P) 843-588-2447

William Farley, Council Member

Skip Fink, Council Member

Billy Grooms, Council Member

Blair Holladay, Council Member

Katherine Houghton, Council Member

City Council Work Session Meeting 6:00 PM

Tuesday, December 9, 2025

City Hall

21 Center Street

2nd Floor Council Chambers

Folly Beach, SC 29439

Amended 12/8/25 9:50 AM

Scrivener's Error Due to Updated Information

1. Work Session Items

- a. Short Term Rental Amendments
- b. RFP for 3rd Street West Concessions
- c. RFP for Beach and Chair Franchises
- d. Allowing The Special Events Committee to Approve the Use of Horses in City Events
- e. Proposed Acquisition to Facilitate Future Flood Protection Projects Affecting 13th Street East and Tabby Drive
- f. Two-Year Parking Pass Program Proposal & Free Early Morning Parking at the Washout

PUBLIC NOTICE

ALL MEDIA WERE NOTIFIED PURSUANT TO STATE LAW

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

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

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



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: Short-Term Rental Amendments

Mayor and Council,

The STR Ordinance is a living document and must continue to evolve. The 2025 STR amendment package acknowledges this by addressing several questions raised since our last full review in 2024. These include amendments to:

- Clarify that rental units demolished to be replaced with new units of the same or fewer square feet and bedrooms (and which are required to maintain an active license) are exempt from the 28-night annual rental requirement to remain in good standing.
- Clarify that renovations where the scope/scale does not trigger revocation of a CO or render the building uninhabitable do not trigger loss of license.
- Clarify that rental licenses are classified at the time of applications and may not be reclassified based on retroactive tax changes unless the owner was incorrectly given a 4% classification by Charleston County without requesting or applying for that status.
- Allow 4% owners with military exemptions to rent more than 72 days per state law.
- Require owners to post emergency numbers in units.

These amendments were postponed during the election but need to be addressed prior to the beginning of the next business year. Staff asks that first reading move forward in December so the final outcome can be in place by February.

Aaron Pope, AICP
City Administrator

STR Work Session 12/09/25

- Annual Review of functional amendments to STR Ordinance.
- Request for 1st Reading.

Replacement Units

- Ordinance already allows rental licenses to be maintained when a unit is demolished and replaced with the same or fewer heated square feet and bedrooms.
- There is no explicit exemption from the 28 night minimum rental requirement.
- Amendment clarifies that properties that are permitted under this section are exempt.

GOOD STANDING. A license shall be considered in good standing if:

- (a) The license has not been denied, revoked, or suspended in the current license year. A license which has been denied, revoked, or suspended in the current license year shall not be renewed except upon successful appeal of the denial, revocation, or suspension.
- (b) The license has not expired. A license shall be deemed expired ten business days after the final day of the previous business license year.
- (c) The dwelling unit for which an ISTR license was issued was rented for a minimum of 28 nights in the business license year prior to renewal. Executed rental contracts and receipt of payment shall be required to establish compliance with minimum rental night requirements. The minimum rental night requirement shall be waived in the event that:
 1. A natural disaster or other Act of God renders the dwelling unit uninhabitable for a period of more than six months in the current business license year; or
 2. Work related to valid building permit, carried out to address life, safety, or health violations documented by the Building Official **or to replace the unit with a unit of the same or fewer square feet and bedrooms** renders the dwelling unit uninhabitable for a period of more than six months in the current business license year;

Renovations and Rental Licenses

- Ordinance requires a valid CO for renewal of licenses.
- Amendment clarifies that renovations that don't render a unit uninhabitable or trigger loss of CO do not trigger loss of licenses. This includes additions of bedrooms and heated square footage.

GOOD STANDING. A license shall be considered in good standing if:

....

(d) The dwelling unit for which an ISTR license has remained in a habitable condition, and the current certificate of occupancy has not been revoked for life, health, or safety issues or due to renovations or partial demolition.

Licenses Classified at Time of Application

- Licenses are classified as OSTR/ISTR when they are first issued.
- Licenses have been revoked at renewal for change of tax classification.
- Multiple owners have attempted to retroactively reclassify property taxes to argue for a license or against revocation.
- Amendment fixes the license classification for the duration of the license and clarifies that property tax changes can not be retroactively applied.
- ***INVESTMENT SHORT TERM RENTAL BUSINESS LICENSE (ISTR)***. A license issued for a dwelling unit, to be rented as a short term rental, that:
 - (a) Is not the ~~Legal~~ ~~Residence~~ of the owner **at the time the application for a license is submitted**; or
 - (b) Is not the ~~Legal~~ ~~Residence~~ of the owner **at the time the application for a license is submitted** and was inherited after February 7, 2023 from the person named as owner of record on February 7, 2023.
 - 1. Proof of inheritance shall be shown through a deed of distribution, court order, or similar document showing transfer of ownership to the applicant.
 - 2. Application for an ISTR for the rental of a dwelling unit inherited after February 7, 2023 must be made within 90 days of transfer of ownership except that an application for the rental of a dwelling unit inherited between February 7, 2023 and February 20, 2024 may be made at any time prior to May 1, 2025.

Licenses Classified at Time of Application

- Licenses are classified as OSTR/ISTR when they are first issued.
- On appeal, some owners who were classified as OSTRS upon passage of the cap successfully demonstrated that they have never actively applied for the 4% tax rating, and that the County assigned it in error.
- Amendment allows these owners, who have never claimed to be 4%, to apply be issued a 6% license.

LEGAL RESIDENCE. A dwelling unit assigned a 4% property tax ratio by the Charleston County Assessor's Office under the requirements of S.C. Code § 12-43-220 at the time the application for a license is submitted. **Retroactive changes of the properties' legal status by the County are not applicable unless the applicant has never submitted a Legal Residence Exemption Application and promptly applies for the change upon discovery of the classification.**

OSTR licenses and Military Exemptions to Property Tax Classification

- OSTR licenses are limited to 72 nights by ordinance.
- This restriction is based on the limits of the 4% property tax classification.
- State law allows certain members of the military who are deployed or reassigned to maintain 4% status while renting for more than 72 days.
- Amendment allows these owners to maintain an OSTR and rent more than 72 days.

OWNER-OCCUPIED SHORT TERM RENTAL BUSINESS LICENSE (OSTR). A license issued for a dwelling unit to be rented no more than 72 nights annually that:

- (a) That is the ~~Legal~~ ~~Residence~~ of the owner **at the time the application for a license is submitted.**
- (b) That is the ~~Legal~~ ~~Residence~~ of the owner **at the time the application for a license is submitted** but given a partial 6% property tax rate by Charleston County. The portion of a dwelling unit taxed at a 6% property tax rate which was licensed as a short term rental prior to February 7, 2023 is not subject to the 72-night annual rental limit.
- (c) **That is the Legal Residence of the owner at the time the application for a license is submitted and whose owner has qualified for the military service exemption as provide in S.C. Code Ann. § 12-43-220(c)(2)(v) allowing rental of a dwelling unit for more than 72 nights annually while maintaining the 4% special assessment rate.**

Emergency Phone Numbers

- Ordinance requires renters to be given an emergency number, but doesn't specify that it also must be posted in unit.
- Amendment requires the owner to certify that they have given the number as required and also that it is posted in the unit.
- Amendment also adds missing language in item (j).

(j) Certification that ~~a~~ **an emergency contact phone number**, a copy of the parking diagram provided to the city, ~~as well as~~ **and** a summary of rental rules and general regulations provided by the city **have been posted in the rental unit**.

(k) Certification that tenants listed on any rental agreement shall receive ~~a~~ **an emergency contact phone number**, a copy of the parking diagram provided to the city, ~~as well as~~ **and** a summary of rental rules and general regulations provided by the city.



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: RFP for 3rd Street West concessions

Mayor and Council,

City Council agreed in concept to open a portion of the 3rd Street West parking lot for use by a third-party vendor for limited food concessions only. The proposed RFP is meant to solicit bids while providing only a basic structure. This will allow a variety of proposals for Council to choose from. The base standards are below. After Council reviews the proposed standards, we will advertise the bid for award in February.

- The successful bidders will enter a lease for a portion of Ocean Park, located at 3rd Street West. The site is located adjacent to the ADA accessible 3rd Street West beach access and parking lot and includes access to public restrooms.
- Bidders are welcome to propose a location on the lot, but the area leased shall not exceed an area equal to 3 parking spaces (approximately 30x20).
- All proposed vendor operations must be contained within the allotted space, and vendor operations must be configured to not interfere with the operations of paid parking on the remainder of the site, the public right of way adjacent to the site, or the entrance/exit to the lot and the restroom facilities. No delivery to the beach is allowed.
- No permanent structures are allowed, and the vendor may not have exclusive use of any area outside of the leased space. Any temporary structures proposed must be removed no later than 24 hours after notice by the city in case of emergencies including hurricanes.
- All temporary stands/carts/tables must be removed from the site daily. Vehicles such as food trucks/campers/or trailers may be left overnight on site but must be secured.
- No off site signage is allowed. The vendor may have one temporary sign, no larger than 20 square feet, on site. The sign must be approved by the Design Review Board and must be removed no later than 24 hours after notice by the city in case of emergencies including hurricanes.
- Access to power and water is limited, and bidders must detail any proposed use of these services.
- The initial term shall be one (1) year, beginning May 1, 2026, with the option to renew for up to two (2) separate one-year terms for 2027 and 2028.
- Proposals may include offseason activity.

- Bidders must provide a fixed proposal for operating hours during the term of the lease.
- Bidders may propose any type of food (except alcohol or foods containing alcohol) and must include a plan to reduce and remove any associated litter/waste. Packaging must meet the city's requirements for plastic bags and coolers and the use of plastic straws is discouraged. All purchases must be made within the approved area.
- Bidders shall demonstrate a minimum of two (2) years prior concession stand or equivalent experience. Bidders shall further demonstrate financial stability and the ability to perform under the terms of this contract.
- Bidders shall propose a fixed annual payment to the city and an estimate of first year sales with supporting documentation. 4% of gross receipts (as reported on the business license) shall be payable to the city in addition to the fixed annual fee.

Aaron Pope, AICP
City Administrator



REQUEST FOR PROPOSALS (RFP)

3RD STREET WEST CONCESSION FRANCHISE

1. GENERAL

The City of Folly Beach (“The City”) is requesting proposals from qualified individuals/firms for the purpose of operating a franchise providing food and beverage concessions at the city’s Ocean Park (3rd Street West) facility. The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified vendors, conduct a fair and extensive evaluation based on criteria listed herein, and select the proposal that best meets the needs of the City.

2. OPERATING CONDITIONS AND PROPOSAL OPTIONS

The successful bidders will enter a lease for a portion of Ocean Park, located at 3rd Street West. The site is located adjacent to the ADA accessible 3rd Street West beach access and parking lot and includes access to public restrooms.

Bidders are welcome to propose a location on the lot, but the area leased shall not exceed an area equal to 3 parking spaces (approximately 30x20).

All proposed vendor operations must be contained within the allotted space, and vendor operations must be configured to not interfere with the operations of paid parking on the remainder of the site, the public right of way adjacent to the site, or the entrance/exit to the lot and the restroom facilities.

No permanent structures area allowed, and the vendor may not have exclusive use of any area outside of the leased space. Any temporary structures proposed must be removed no later than 24 hours after notice by the city in case of emergencies including hurricanes.

All temporary stands/carts/tables must be removed from the site daily. Vehicles such as food trucks/campers/or trailers may be left overnight on site but must be secured.

No off site signage is allowed. The vendor may have one temporary sign, no larger than 20 square feet, on site. The sign must be approved by the Design Review Board and must be removed no later than 24 hours after notice by the city in case of emergencies including hurricanes.

Access to power and water is limited, and bidders must detail any proposed use of these services.

The initial term shall be one (1) year, beginning May 1, 2026, with the option to renew for up to two (2) separate one-year terms for 2027 and 2028.

Proposals may include offseason activity.



REQUEST FOR PROPOSALS (RFP)

3RD STREET WEST CONCESSION FRANCHISE

Bidders must provide a fixed proposal for operating hours during the term of the lease. At all times, operation of the concession will be required to be under the supervision of a person authorized to act on the behalf on the franchisee in the case of emergency or other needs of the city.

Bidders may propose any type of food (except alcohol or foods containing alcohol) vending and must include a plan to reduce and remove any associated litter/waste. Packaging must comply with the city's rules on plastic bags and coolers and the use of plastic straws is discouraged.

No delivery of food to the beach is allowed. All purchases must be made within the approved area.

Bidders shall demonstrate a minimum of two (2) years prior concession stand or equivalent experience. Bidders shall further demonstrate financial stability and the ability to perform under the terms of this contract.

Bidders shall propose a fixed annual payment to the city and an estimate of first year sales with supporting documentation. 4% of gross receipts (as reported on the business license) shall be payable to the city in addition to the fixed annual fee.

3. REQUIREMENTS OF THE CONTRACTOR

After award of contract, awardee must be prepared to adhere to the following requirements:

- a. Maintain liability insurance with the City of Folly Beach as a named insured in the amount of \$1 million.
- b. Carry workers compensation insurance protecting franchisee against liability or loss due to bodily injury and property damage arising out of occupational injury or illness of its employees.
- c. Maintain state and local licenses necessary to operate a business in the City of Folly Beach. These costs are not to be paid in whole or in part by the City
- d. Indemnify and hold the City of Folly Beach harmless for any and all claims arising out of franchisee's operation and performance of its duties under this contract
- e. Comply with all applicable federal, state and local laws, ordinances, and regulations

4. PROPOSAL PROCESS

Each company shall submit the following documents with the proposal:



REQUEST FOR PROPOSALS (RFP)

3RD STREET WEST CONCESSION FRANCHISE

- i. Oath of Non-Collusion (form in bid packet) signed by a principal of the firm or an officer authorized to bind the corporation
- ii. A business plan for operation describing hours, products to be sold, signage, power/water service needs, staffing, litter reduction plan, and any other information deemed relevant.
- iii. History of concession operations experience.
- iv. Indicate and list any pending legal actions; indicate "none" if none exist.
- v. Financials: most recent tax return or other financial documentation
- vi. Name and contact information for 3 references

Proposals must be received by 2:00 p.m. EST Friday, January 23rd, 2026. Any proposals received after this time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposals must be clearly labeled RFP 3rd Street West Concessions. Sealed proposals may be hand-delivered to 21 Center Street, Wes Graham, 2nd Floor, mailed to P.O. Box 48, Folly Beach, SC 29439, Attn: Wes Graham, or emailed to Wes Graham at wgraham@follybeach.gov.

The proposals will be opened at 2:01 p.m. on Friday, January 23rd, 2026 at 21 Center Street, Folly Beach, SC in the 2nd Floor Council Chambers. All submitters are invited to be present or send a representative. Under the provisions of the Freedom of Information Act, all proposals, excluding pending legal actions and financial statements, will become public information.

f. Evaluation of proposals will be conducted until February 2, 2026. The selection decision for the winning bidder will be at the regularly scheduled Council meeting on February 10, 2026. **All bidders should plan to be present for additional questioning at the work session scheduled on February 10, 2026.**

No work may begin until the contract is executed with the City and proof of all requirements submitted. Contract terms and conditions of the franchise agreement will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions, will be subject to review by the City of Folly Beach.

This request does not commit the City to award a contract, or to pay any costs incurred in the preparation of a response.



REQUEST FOR PROPOSALS (RFP)

3RD STREET WEST CONCESSION FRANCHISE

5. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using, but not limited to, the following criteria. The City reserves the right to reject, in whole or in part, any proposal submitted which the City believes would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject all proposals. The following factors will be weighed in franchise award decision:

- Overall proposal suitability.
- Previous work and history of responsible concession operations: bidders will be evaluated on examples of their experience, qualifications, and references. The City will give preference to firms normally engaged in performing the type of work specified
- Bid amount



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: RFP for Beach and Chair Franchises

Mayor and Council,

It is time to advertise for the chair and umbrella franchises. They expire at the end of the business license year in April 2026. The attached RFP includes the ordinance changes finalized this year. Our plan is to advertise these for the month of January and award them in February. This will give the bid winners time to prepare for the season.

Aaron Pope, AICP
City Administrator



REQUEST FOR PROPOSALS (RFP-25) BEACH CHAIR AND UMBRELLA FRANCHISE

1. GENERAL

The City of Folly Beach ("The City") is requesting proposals from qualified individuals/firms for the purpose of providing beach chair and umbrella rentals on the public beach. **This RFP does not include the rental of any other products or services.** The purpose of this Request for Proposals ("RFP") is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on the criteria listed herein, and select the candidates who can best meet the needs of the City.

2. FRANCHISE LOCATIONS, FEES, AND TERMS

Locations

1. One franchise shall be awarded for the rental of chairs and umbrellas from the Folly Beach Pier to 3rd Street East. (Section 1 East)
2. One franchise shall be awarded for the rental of beach chairs and umbrellas between the Folly Beach Pier to 3rd Street West. (Section 1 West)
3. One franchise shall be awarded for the rental of beach chairs and umbrellas beyond 3rd Street East. (Section 2 East)
4. One franchise shall be awarded for the rental of beach chairs and umbrellas beyond 3rd Street West. (Section 2 West)

Fees

1. Vendors may bid for one or more sections, but each section shall be awarded separately. The base bid for each section shall be \$5,000 annually plus 4% of gross receipts as indicated on the business license application.

Terms

1. The award of a franchise to a vendor shall be determined through the competitive bid process.
2. Each approved vendors shall enter into a five-year franchise agreement with the city, with City Council having the option to extend the franchise annually for up to an additional two years with an extension fee and/or re-negotiated franchise fee as set by



REQUEST FOR PROPOSALS (RFP-25)

BEACH CHAIR AND UMBRELLA FRANCHISE

Council if the extension is in the best interest of the city. The city shall conduct a thorough review of each franchise after the third year of the initial five-year term.

3. Franchise agreements are contracts between the city and vendors. Once the terms and conditions have been negotiated, the agreements shall be placed on the City Council agenda for approval. Upon approval, the Mayor or the Mayor's designee shall execute the agreements on behalf of the city.
4. Franchise agreements shall not be sold or assigned to another vendor.
5. All vendors awarded a franchise agreement shall be subject to an audit in the final business license year of the awarded term. Vendors may be subject to an audit at any time during the franchise term.
6. Any violation of the above or violation of the terms and conditions of the franchise agreement may result in the revocation of the franchise agreement. To initiate revocation, the City License Official shall send a written notice of the revocation to the vendor by registered or certified mail, and by email to the address registered with the city. The vendor shall have ten business days from the receipt of said notice to submit a written Notice of Appeal to the Municipal Clerk of Council.
7. Upon timely receipt of a notice of appeal of a revocation of a franchise agreement, a hearing shall be held by the Council or its designee within 30 days after receipt of a request for appeal following the procedures of § [110.16\(C\)](#).
8. All vendors shall be restricted to the operational allowances specified in the franchise agreements, including but not limited to products and services offered, location, operating hours, and limits on the number of participants.

3. OPERATING REQUIREMENTS

1. **No other goods except beach chairs and umbrellas shall be rented from, delivered to or transported on or to the public beach. Violation of this provision shall trigger revocation of the franchise agreement.**



REQUEST FOR PROPOSALS (RFP-25)

BEACH CHAIR AND UMBRELLA FRANCHISE

2. Vendors shall be responsible for clearing trash, debris, and any equipment from assigned areas as more fully set forth in the franchise agreement daily. No storage of any item is allowed on the public beach or other public property, absent an agreement approved by City Council.
3. Each vendor may transport beach chairs and umbrellas by motorized vehicles on public property in Section One and Section Two.
 - (a) Each vendor may only operate two motorized vehicles in either section at the same time.
 - (b) From May 1 to October 31, no motorized vehicle may operate prior to the completion of turtle monitoring and the issuance of an all-clear notice from the city or its designee.
 - (c) In Section Two, chairs and umbrellas must be transported by accessing the public beach at the nearest drivable beach access.
 - (d) All drivers and supervisors employed by the vendor must complete proof of beach driving safety certification.
 - (e) All franchise holders operating motorized vehicles on the public beach must provide documentation of liability naming the city as an additional insured.
4. All beach chairs and umbrellas, except for approved wooden lounge chairs located in Section One, shall be removed from the public beach prior so sundown.
5. Groupings of chairs and umbrellas provided by franchise holders may not exceed a maximum of 30 feet width or depth, must be spaced at least 30 feet from other groupings of chairs or umbrellas, and may not be located within 30 feet of the entrance to a public beach access.
6. Beach chair and umbrella franchise holders may not advertise on the beach except that:
 - (a) Each franchise holder may have two tents in Section One, no larger than ten feet by ten feet, one tent may include the provider's name, logo, and contact information.
 - (b) In Section Two, franchise holders may use a maximum of two unmarked tents, no larger than ten feet by ten feet, to support their operations. All tents must be removed from the public beach prior to sundown.
 - (c) Each vendor may use one sandwich-style board to advertise their business on the beach.



REQUEST FOR PROPOSALS (RFP-25)

BEACH CHAIR AND UMBRELLA FRANCHISE

4. REQUIREMENTS OF THE CONTRACTOR

After the award of the contract, the awardee must be prepared to adhere to the following requirements:

- a. Maintain liability insurance with the City of Folly Beach as a named insured in the amount of \$1 million.
- b. Carry workers compensation insurance protecting franchisee against liability or loss due to bodily injury and property damage arising out of occupational injury or illness of its employees.
- c. Maintain state and local licenses necessary to operate a business in the City of Folly Beach. These costs are not to be paid in whole or in part by the City
- d. Indemnify and hold the City of Folly Beach harmless for any and all claims arising out of franchisee's operation and performance of its duties under this contract
- e. Comply with all applicable federal, state and local laws, ordinances, and regulations

5. PROPOSAL PROCESS

Each company shall submit the following documents with the proposal:

- i. Oath of Non-Collusion (form in bid packet) signed by a principal of the firm or an officer authorized to bind the corporation
- ii. A business plan for operation describing hours, products to be sold, signage, power/water service needs, staffing, litter reduction plan, and any other information deemed relevant.
- iii. History of concession operations experience.
- iv. Indicate and list any pending legal actions; indicate "none" if none exist.
- v. Financials: most recent tax return or other financial documentation
- vi. Name and contact information for 3 references

Proposals must be received by 2:00 p.m. EST Friday, January 23rd, 2026. Any proposals received after this time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposals must be clearly labeled RFP 3rd Street West Concessions. Sealed proposals may be hand-delivered to 21 Center Street, Wes Graham, 2nd Floor, mailed to P.O. Box 48, Folly Beach, SC 29439, Attn: Wes Graham, or emailed to Wes Graham at wgraham@follybeach.gov.

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REQUEST FOR PROPOSALS (RFP-25)

BEACH CHAIR AND UMBRELLA FRANCHISE

or send a representative. Under the provisions of the Freedom of Information Act, all proposals, excluding pending legal actions and financial statements, will become public information.

f. Evaluation of proposals will be conducted until February 2, 2026. The selection decision for the winning bidder will be at the regularly scheduled Council meeting on February 10, 2026. **All bidders should plan to be present for additional questioning at the work session scheduled on February 10, 2026.**

No work may begin until the contract is executed with the City and proof of all requirements submitted. Contract terms and conditions of the franchise agreement will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions, will be subject to review by the City of Folly Beach.

This request does not commit the City to award a contract, or to pay any costs incurred in the preparation of a response.



REQUEST FOR PROPOSALS (RFP-25)

BEACH CHAIR AND UMBRELLA FRANCHISE

6. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using, but not limited to, the following criteria. The City reserves the right to reject, in whole or in part, any proposal submitted which the City believes would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject all proposals. The following factors will be weighed in franchise award decision:

- Overall proposal suitability.
- Previous work and history of responsible concession operations: bidders will be evaluated on examples of their experience, qualifications, and references. The City will give preference to firms normally engaged in performing the type of work specified
- Bid amount



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: Allowing the Special Events Committee to approve the use of Horses in City Events

Mayor and Council,

Folly Beach code section 95.02. A makes it “unlawful for any person to keep **or use** within the city limits any horse, mule, cow, genet, swine, domestic fowl, goat, or cattle of any description, except as provided for in division (B).” Section 95.02.B deals exclusively with remedying situations where animals were being kept on the date the ordinance passed. It does not address the occasional use of these animals in the present day. As a result, participants in City events (mainly the Christmas Parade) who wish to ride horses have been required to seek approval from the Council for each event. Staff proposes that Section 95.02.B be amended to allow the Special Event Committee to review applications to use horses in city events that have been preapproved by the City Council. If Council has approved the event, and the Special Events Committee approves the use of horses, no further appearance in front of Council would be needed. Additional amendments would remove old, outdated language related to implementation of the original ordinance.

§ 95.02 KEEPING CERTAIN ANIMALS PROHIBITED; EXCEPTIONS.

(A) It shall be unlawful for any person to keep or use within the city limits any horse, mule, cow, genet, swine, domestic fowl, goat or cattle of any description, except as provided for in division (B) below.

(‘95 Code, § 6-3-2)

~~—(B) (1) Any resident or property owner who keeps an animal or animals described in division (A) above on the effective date of this chapter shall be notified by a registered letter of the provisions of this chapter, and the property owner shall be given a period of 60 days to remove the animal or animals so as to comply with the provisions of division (A) above. Failure to comply with the provisions of division (A) above within 60 days from the receipt of the notice shall constitute a violation of this chapter, and each day thereafter shall constitute a separate offense. Any person who on the effective date of this chapter is in violation of the chapter may apply to the City Council for permission to keep the animal or animals.~~

~~—(2) (a) The application to City Council shall include information as to the facilities for the proper and humane care and treatment of animal or animals, type or shelter provided for the~~

animal or animals, and method for maintaining the area in a sanitary manner so as to remove health hazards.

~~—(b) Council shall judge each separate application, provided, however, that the stable area or primary living area of the animal or animals is not within 105 feet of any building owned or occupied by persons other than the owner of the animal or animals.~~

~~—(c) The permit may, at any time, be revoked by Council, upon 30 days notice, if the Council determines, after providing the owner an opportunity for a hearing, that the conditions on which the permit was issued has been violated.~~

~~—(3) (B) It is the purpose of this section that none of the animals described in division Section 95.02(A) above shall be henceforth brought into the city or kept or maintained within the city, except as provided in this section.~~

~~—(4) It is the further intent of the City Council that any existing use of land for the purpose of keeping the animals within city limits shall be discontinued upon their death.~~

(C) Notwithstanding the above, the Special Events Committee may approve the occasional use of horses to be brought into the city and used as part of city sponsored events that have received Council approval.

Aaron Pope, AICP
City Administrator



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: Proposed Acquisition to Facilitate Future Flood Protection Projects Affecting 13th Street East and Tabby Drive

Mayor and Council,

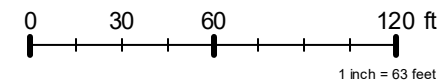
Tabby Drive and 13th Street East are vulnerable to flooding during King Tides and other high water events. The South Carolina Department of Transportation recently worked with a group of residents in this area to construct a berm along 13th Street, which will complement future flood control projects. The owners of lots 1315 and 1316 located on 13th Street East, have notified the city of their intent to challenge the installation of the berm because it denies them access to the limited high ground remaining on these lots. The high ground area of these lots does not meet the minimum requirement for construction. However, the owners wish to assert their right to access the lots for parking and general enjoyment. The owner has offered a purchase price of \$10,000 per lot. Staff believes that preserving the berm (with possible enhancement in the future) is an important goal and will aid the city in the long-term flood management on Tabby Drive. Staff also believes that purchasing these lots will further the city's goal of conserving environmentally sensitive areas. Additionally, any efforts by the city to oppose the removal of the berm will result in legal fees. For these reasons, staff requests approval to spend \$20,000 from the marsh/beach property acquisition reserve account to purchase the properties.

Aaron Pope, AICP
City Administrator



Lots 1315 and 1316

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Author: Charleston County
Date: 12/3/27



CITY OF FOLLY BEACH

Date: December 9th, 2025
Re: Parking Pass Renewals

Mayor and Council,

The parking contractor and staff recommend a two-year renewal period for residential parking passes (which are only valid in paid parking lots owned by the city). The annual renewal process is a significant administrative task for all parties involved, including residents. Allowing a two-year renewal would reduce the need for residents to supply documentation and make applications. The contractor's data supports this change as turnover due to property sales or relocation is low.

Aaron Pope, AICP
City Administrator



CITY OF FOLLY BEACH

Date: December 9th, 2025

Re: Free Morning Parking at the Washout

Mayor and Council,

The city is allowed to propose rates for on-street paid parking at the Washout as well as the hours that paid parking is in effect. Based on current rates, parking at the washout generates approximately \$15,000 per year between midnight and 9:00 AM. The proposal for consideration is to make parking free until 9:00 AM to allow more parking options for surfers and other early visitors to the Washout. If approved, staff will work with the contractor to identify any changes needed to the contract to address the loss of revenue. However, staff believes that the dollar amounts involved are low enough that the cost/benefit ratio for beach use is high enough to justify the change.

Aaron Pope, AICP
City Administrator