MAYOR:

John Labriola

TOWN ADMINISTRATOR:

TOWN ATTORNEY: Joseph Wilson

Stephanie Monroe Tillerson

TOWN COUNCIL MEMBERS: John Moffitt Bradley D. Belt Michael Heidingsfelder Russell A. Berner



TOWN COUNCIL MEETING

Municipal Center Council Chambers April 4, 2023; 2:00 pm

ACENDA

	AGENDA	
1.	Call to Order:	
II.	Pledge of Allegiance	
III.	Roll Call:	
IV.	Approval of Minutes: A. Minutes of the Town Council Meeting of March 7, 2023	[Tab 1]
V.	Updates: A. Mayor B. Council Members C. Administrator	
VI.	Citizens' Comments (Agenda Items Only):	
VII.	Proclamation: A. Proclamation Recognizing the Kiawah Conservancy an Official Earth Day Conservation Partner o Kiawah Island	f [Tab 2]
VIII.	Presentation: A. Feasibility Study Phase 1 – Webb Management	[Tab 3]
IX.	 Old Business: A. Status Report from Town Council Retreat February 2-3, 2023 - Work Plan Status Update (All) B. To Consider Approval of Ordinance 2023 - 02 - An Ordinance To Amend Chapter 12 - Land Use Planning And Zoning - Article II Zoning - Division 5. General Procedural Requirements. Section 12.156 Public Hearing Procedures. Second and Final Reading 	[Tab 4]
X.	 New Business: A. To Consider Approval of Ordinance 2023 – 03 An Ordinance of The Town Council of the Town of Kiawah Island Authorizing And Directing The Town Of Kiawah Island To Enter Into An Intergovernmental Agreement Relating To South Carolina Local Revenue Services; To Participate In One Or More Local Revenue Service Programs; To Execute And Deliver One Or More Participate 	nt
	Program Supplements; And Other Matters Relating Thereto. – First Reading B. To Consider Approval of Ordinance 2023 – 04 An Ordinance To Amend The Town Of Kiawah Islam Municipal Code Article 3 - Elections, Chapter 1 - Election Of Mayor And Council, Section 3-104 - Tin Of Election: Public Notice – First Reading	
	C. To Consider Approval of the Beach Services Franchise Agreement with Island Beach Services	[Tab 8]
	D. To Consider Approval of the Landscape Proposal from Outdoor Spatial Design	[Tab 9]
	E. To Consider Approval of the AirMedCare Contract Renewal	[Tab 10]

Executive Session: XI.

A. Executive Session Pursuant to Section 30-4-70(a)(2) – Contractual, Real Estate Building and Site located at 1 Kiawah Island Parkway. To Discuss the Negotiation of the Purchase and Site of the Kiawah Island Real Estate Office

FOIA: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

- XII. New Business:
 - A. To Authorize the Mayor to Negotiate the Purchase of the Kiawah Island Real Estate Building and Site located at 1 Kiawah Island Parkway
- XIII. Council Member Comments:
- XIV. Citizens' Comments:
- XV. Adjournment:





Agenda Item

TOWN COUNCIL MEETING

Municipal Center Council Chambers March 7, 2023, 2:00 pm

Minutes

- I. Call to Order: Mayor Labriola called the meeting to order at 2:00 pm.
- II. Pledge of Allegiance
- III. Roll Call:

Present at Meeting: John D. Labriola, *Mayor*

John Moffitt, Mayor Pro Tem Russell Berner, Councilmember Brad Belt, Councilmember

Michael Heidingsfelder, Councilmember

Also Present: Stephanie Tillerson, Town Administrator

Joe Wilson, Town Attorney Dorota Szubert, Finance Director Craig Harris, Director of Public Safety John W. Taylor, Jr., Planning Manager

Jim Jordan, Wildlife Biologist

Brian Gottshalk, Public Works Manager

IV. Approval of Minutes:

A. Minutes of the Town Council Workshop of February 7, 2023

Councilmember Berner made a motion to approve the minutes of the Town Council Workshop of February 7, 2023. Mayor Pro Tem Moffitt seconded the motion, and it was unanimously approved.

B. Minutes of the Town Council Meeting of February 7, 2023

Councilmember Heidingsfelder made a motion to approve the minutes of the Town Council Meeting of February 7, 2023. Councilmember Berner seconded the motion, and it was unanimously approved.

V. Updates:

A. Mayor

Mayor Labriola stated that on the previous Friday, he and Mayor Pro Tem Moffit met with Sheriff Graziano. At the meeting, he was given a letter terminating the Town's permanent deputy contract with the Charleston County Sheriff's Office (CCSO). The permanent deputy contract for two deputies assigned to Kiawah on the dayshift has been in place for four years and will terminate as of June 1st. The off-duty deputy contract remains in place without changes.

Mayor Labriola stated the explanation given by Sheriff Graziano was a need to reallocate resources and establish a new grouping of municipalities to include Kiawah and Seabrook. The Sheriff's indicated that she felt there would not be a diminution of services. All the equipment purchased, including the four vehicles, will be returned to the Town.

Mayor Labriola stated that at the Council Retreat, a planning objective discussed was Kiawah having its own police force and engaging a consultant to do that evaluation. With the termination of the permanent deputy contract, the objective will begin in earnest, and discussions will take place with other agencies to possibly provide safety and security services in the interim.

B. Council Members

Councilmember Belt spoke to what was characterized as a critical incident in which a woman appearing to be under some mental distress, parked her car and wandered around in the Kiawah Island Real Estate parking lot, claiming there was a bomb under her car. CCSO responded to the incident, and the woman was eventually transported to the hospital.

Councilmember Belt indicated that nearby neighborhoods were not immediately notified of the incident, and Councilmembers did not receive notification until the next day, noting what seemed to be a lack of communication by CCSO with the Town. There needs to be better internal and external communications and the ability to interact efficiently and effectively amongst all the first responders to provide timely information to Council and the community regarding similar type incidents in the future.

Councilmember Belt commented on the fifty or more emails this past week on iKiawah regarding ebikes, noting that revisiting the e-bikes appears to interest some of the community. KICA (Kiawah Island Community Association) has jurisdiction over using e-bikes on the roads and bike paths inside the gate but does not address the Parkway and Beachwalker Drive outside the gate.

Ms. Tillerson stated the Public Safety Committee had discussed e-bikes several times, and the topic is on their agenda again for discussion at the March meeting. In the past, e-bikes were not allowed because KICA regulations did not allow their use.

Councilmember Berner stated that he received an email from Mr. Boney requesting that Town Council periodically publish the remaining units to be constructed or developed on the island. Councilmember Belt indicated he had sent a similar request and that staff was working on gathering the information. He thought that in rough numbers, there were currently probably more than 5000 occupied dwelling units on the island and 400 to 500 undeveloped lots.

Councilmember Berner spoke in response to the email from Councilmember Heidingsfelder in February asking for some worker safety data or any statistics on construction worker accidents on the island. After consulting with the Public Safety Director, he indicated that EMS data is not broken down into categories to determine which calls were related to construction.

Councilmember Berner said he met with Ms. White, KICA's Chief Operating Officer, to discuss his safety concerns. Ms. White indicated a plan in the works to address the safety concerns on Surf Song. Also discussed was the recent incident that Councilmember Belt reported on. Mr. Elder, KICA Public Safety Director, shared information on the Integrated Public Alert Warning System (IPAWS), which can send an alert message to cell phones within a geographical location. Mr. Elder said he would follow up on the system if available.

Councilmember Berner stated he attended the weekly Johns Island Task Force meeting. At the last meeting, a presentation was on individuals moving in and out of Charleston. The presentation showed an exodus of the individuals in the worker group, which is of concern. The vast majority of new homes being constructed are for those with a salary of \$150,000 and up. The task force, which takes into consideration all the infrastructure and housing needs of the island, presented some goals to try to attract housing for the working class.

c. Administrator

Ms. Tillerson spoke to the emails received concerning the Mingo Curve. She stated the issue with gravel put in the curve ending on the road is being looked at for a more permanent solution. The suggestion was made to periodically clean the road until a long-term solution is determined.

Councilmember Belt added to his earlier discussion of the recent critical incident by referring to an email stating that KICA's understanding is that the Town takes the lead in communications related to public safety situations. Ms. Tillerson clarified that the Town takes the lead on communication related to hurricanes, and in other situations, both communication teams consult on what information is pushed out.

Council Members discussed advanced planning for situations where there is limited time for consultation, current issues with CCSO communications, letting the Public Safety Committee discussthe issues raised and providing Council recommendations, and an analysis of the breakdown of communications in the recent incident.

VI. Citizens' Comments (Agenda Items Only):

Maura McIlvain - 146 Blue Heron Pond Road

Ms. McIlvain stated that at the Ways and Means Committee meeting, she pointed out that Town ordinance required that the Mayor negotiate the auditor's contract and confirmed that he had.

Ms. McIlvain spoke about the \$75,000.00 to the Conservancy. She reviewed the comments made at the Ways and Means Committee meeting on contributions made by the Town and the funding of the purchase of an off-island property. She believed that the contribution to the Conservancy was inconsistent with what Council has said is appropriate for its charitable contributions.

Maryanne Connelly - Seabrook Island

Ms. Connelly commented on Councilmember Berner's report on housing by stating that the County has issued a 150-page housing plan now being analyzed by all of the organizations that might benefit from low to moderate-income housing. As a Habitat for Humanity Board member, it is noted that for the past three or four years, the County has been holding 20 million dollars that should be spent on housing.

Paul Hennessy – 12 Blue Heron Pond Road

Mr. Hennessy spoke to Mr. Boney's inquiry stating with the assumption that development is a main issue in the comprehensive plan currently being updated, it would not just include the number of doors and undeveloped units but the total scope of suture development.

Alex Fernandez – 418 Snowy Egret

Mr. Fernandez commented on Item G under New Business – as an item that has been on the agenda on several occasions and discussed for the last several years; he commented that the situation at the front gate is not improving. Despite a projected decrease in tourist revenues, there are still over 200,000 vehicles coming through the front gate every month and asked that this item be put on the fast track as a sense of urgency issue.

David DeStefano - 31 Burroughs Hall Road

Mr. DeStefano agreed with Mr. Fernandez that the design and modification of the intersections have been going on for years. Initial discussions with the Partners included acquiring the real estate office as a Welcome Center, noting that acquiring the property for a center would affect the design of that intersection.

Councilmember Belt made a motion to move items A, B, and C under New Business to before Old Business. Councilmember Heidingsfelder seconded the motion, and it was unanimously approved.

VII. New Business:

A. The MUSC Health Sea Islands Medical Pavilion Update. Presenter, Patrick J. Cawley, MD, CEO, MUSC Health and Executive Vice President for Health Affairs, University

Dr. Cawley provided an update on the Medical Pavilion and Emergency Department on Seabrook Island Road. Since the groundbreaking, there has not been any action due to an issue with a neighbor that, at this time, is not allowing an egress onto Andell Bluff Road. The property is long and narrow and requires an ingress and a separate egress, mainly for emergency vehicles.

Dr. Cawley stated the permission was thought to be granted quickly, and it was not the case. Concern that the issue would drag on for some time prompted MUSC to look at other property options. A new property has been located; it has been sized and is going through a 90-day due diligence period at this time. The due diligence is not completed, but MUSC is confident that the project will move forward in the future, whether on the old or new property, with a potential delay of nine to twelve months.

B. The Andell West Update. Presenter, Chris Corrada, Principal, Riverstone Properties

Mr. Corrada stated that much progress had been made on the project. Meetings have taken place with the Town, other stakeholders, and various groups, including Preserve Kiawah, Cassique, Kiawah Conservancy, Edens, and the new owners of Freshfields, along with closely working with Charleston County.

Mr. Corrada stated that the various groups raised several issues during the approval process. The result was a new plan that addresses the issues and is in the process of being finalized. The primary concern was wanting the project to feel like a natural extension of Freshfields and have proper pedestrian and vehicular integration, accomplished by moving the Harris Tetter building further back into the site. Also reviewed were the incorporation of a Village Green and Restaurant Row and the buffering of the fuel center and the property.

C. Information on House Bill 3734, Section 5-15-50 (B), the Time for Municipal General Elections must be Established in Odd-Numbered Years. **Presenter, Isaac Cramer, Executive Director, Charleston County Board of Elections and Voter Registration.**

Mr. Cramer stated that election administrators always look for opportunities to be good planners and stewards of taxpayer funds. The election commission has a huge responsibility to have safe and secure elections. It has identified unifying election dates for municipalities and county-wide elections as a way to mitigate risk and increase efficiency in the election process.

Mr. Cramer gave an in-depth presentation on the election process, highlighting competing timelines in even years, monetary and resource costs, challenges and issues for Kiawah voters in a December election, and voter turnout statics.

The benefits of a November odd-year election include the following:

- Optimized voter turnout,
- Shared costs with other municipalities,
- Reduced voter confusion
- Maximize the early voting period
- Raises the profile of municipalities
- Minimize employee fatigue

In discussing the need to coordinate an election schedule that would not compete with the presidential election, Mr. Cramer reviewed House Bill 3734, which would require municipalities to establish elections in odd-number years. If addressed before the bill is passed, the Town would have the ability to extend terms or shorten terms. He noted that the Town of Kiawah is the only municipality with a December even-year election.

A. Status Report from Town Council Retreat February 2-3, 2023 - Work Plan Status Update (All)

Mr. Taylor provided a review of the Planning Department Action Items Update:

- Comprehensive Landscape & Tree Preservation Ordinance Adoption
 - ▶ Objective: Memorialize comprehensive guidelines and standards for landscape and tree preservation
 - Introduction of Ordinance Purpose: PC March 8th meeting
 - □ Purpose & Scope Defined; Community Workgroup Formed
 - Workgroup Initial Meeting Scheduled for March 20th
 - □ Draft Language Considerations; Determine risks and long-term administrative impacts
 - Tentative PC Workshop: April 5th
 - Target PC Recommendation: May 3rd PC meeting
 - Target TC PH & 1st Reading: June 7th

2013 Amended & Restated Development Agreement Sunsetting

- ▶ Objective: Prepare for the end of 2013 ARDA
 - Staff is working on an output summary composed of remaining action items of the 2013 ARDA. This includes a status update of items responsible by TOKI, KP as well as KICA. (Conveyances, dedications, entitlements, etc.)
 - Rough draft compiled of remaining action items within ARDA.
 - Ongoing: Review, compare and update to ensure consistency of what has been completed, is in process, and has yet to be completed.
 - Next Steps (April 2023): Develop a timeline for required amendments to the zoning ordinance
- Review of Land Use Planning and Zoning Ordinance
 - ► Objective: Complete rewrite of zoning code to update outdated standards and to reflect "KiawahNext" principles.
 - No significant update
 - Request for proposal is currently being developed
 - Tentatively scheduled for review at May 2023 W&M for FY2024
- Betsy Kerrison Parkway Overlay Zoning District
 - ▶ Objective: Preserve the character of BKP as culturally significant to JI, Kiawah, and Seabrook
 - Soft conversations with county staff and members of the JI community to gauge coordination and high-level SWOT analysis
 - Next Steps: Formal letter drafted to send to County Staff as correspondence
 - Prior to sending a formal letter of consideration for early stakeholder feedback from KiawahNext, scheduled interview JITF March 2023

Ms. Szubert provided a review of the goals of the Finance Department that included:

- ► Evaluation of the Town's fund balance and reserve policies and levels with an emphasis on financial risks from the hurricane, cost for cleanup, and reviving the Island.
 - With the oversight of the Mayor and Mayor Pro Tem, the analysis and discussions will be conducted during FY24 budget review meetings and presentations.
- Review of the Town's investment policy and strategies
 - As part of rebidding our banking services, we will evaluate the current investing mechanism-LGIP vs. outsourcing with other firms providing investment management services. This will take place after budget approval.

Ms. Tillerson provided an update on the updates of Communication initiatives during 2023:

- ► KICA/TOKI Communication Process
 - Work with Shannon to establish an initial meeting between the KICA Board and Town Council ~ work in progress
- Communication:
 - Review of our methods, content, intentions, etc., ~ work in progress
 - Hiring of a Communication Manager ~ Erin Pomrenke, start date March 20
 - New website ~ anticipated rollout date, the first week of April.

Mr. Harris provided an update on the Public Safety planned initiatives during 2023:

- ▶ Implementing Emergency Calling Boxes Pre-stage inquiry results:
 - Wireless intrinsically model price range from \$10,000 to \$20,000 per box (service provider fee not included).
 - \$300-\$500 in annual maintenance fee per box.
 - Myrtle Beach has two emergency calling boxes near a pier and a public park.
- Implementing RFP development into a sworn police department ... Pre-stage inquiry results:
 - Organize a sub-committee for RFP review.
 - Nine consulting firms were identified.
 - Provide an RFP recommendation to Council by May of 2023

Mr. Jordan provided a review of the Environmental/Wildlife Department Action Plan:

- The TOKI Environmental & Wildlife Department, in conjunction with the Environmental Committee, is committed to starting several new activities after completing the current fieldwork in mid-March:
 - ► Continue well-received communication activity with the community about ongoing wildlife protection measures with bobcats, birds, alligators, etc.
 - ▶ Increase activities to educate the community on actively participating in wildlife protection measures:
 - Avoid or minimize certain pesticides and fertilizer
 - Provide protective environments for certain species (e.g., certain birds)
 - ▶ Work with the Conservancy on developing solutions to reduce the use of pesticides and fertilizers on the islands' golf courses (e.g., by learning from environmentally friendly golf courses around the country)
 - Support efforts of other TOKI departments to:
 - Implement protective measures for our marshland (e.g., erosion protection, permeable surfaces, restricting access to certain endangered marsh areas)
 - Develop and implement a new Landscaping & Tree Protection Ordinance

Mr. Gottshalk provided a review of the Public Works Department Action Plan:

- The TOKI Public Works Department has started to plan for several new environmental protection and "Go Green" initiatives during 2023:
 - ▶ Revamp the joint Go-Green Initiative for the island ... this time focused on:
 - Installing a series of EV Charging stations across the island for the efficient use of residents and visitors together with KICA, KIGR, KIC, and Freshfields/Andell West
 - Run a second pilot test with KICA using battery-operated landscaping equipment (esp. leaf blower) to validate if this technology is now ready to be used
 - Develop a concept to help various constituencies on the island (esp., restaurants, golf courses) to move away from using plastic materials (e.g., like plates, cups, utensils, ...)
 - ▶ Implement additional environmental protection activities such as:
 - Increase the number of EV and Hybrid vehicles in the Town's vehicle fleet
 - Organize regular hazardous material pick-up events at the Town Center (likely once a quarter)
 - Providing a business plan for installing a solar panel pilot project to test its viability under our weather conditions

Councilmember Heidingsfelder reviewed the projects that have been assigned to Council Members:

Ordinance & Regulation Review Project

- ► The Town Council decided to create a workgroup of Town staff and Council members to step-by-step review existing ordinances and regulations of the Town to ensure they are up-to-date, practical, complete, easy to execute and enforceable, maybe obsolete or too bureaucratic or limited in scope. Therefore:
 - Work Plan and Team have been defined -Start of activities in March 2023 -Timeline of the project will reach at least to the end of 2023
 - Key questions to be asked during the reviews (some examples): Is the ordinance practical and supports an efficient decision-making process?
 - $\hfill\Box$ Has the recent use of the ordinance been successful and served the purpose of proper, transparent governance?
 - ☐ Can recent decisions based on an ordinance be properly enforced, or are there limitations implied?
 - ☐ What can we learn from similar municipalities in South Carolina?
 - $\hfill\Box$ Does the ordinance comply with the most recent federal or SC State law?
 - ☐ Has the ordinance become obsolete?
 - □ Are ordinances missing

- ► The Town Council relies heavily on the involvement of community members in various Boards, Commissions, Committees, and various Work Groups. To ensure we provide a fair, supportive, legally safe, and motivating environment, we have started to work on a Volunteer Policy entailing:
 - Structured interview and appointment process
 - Detailed onboarding process for new volunteers
 - Transparent and detailed definition of roles and responsibilities (Mission Statement, Rules of Engagement)
 - Proper supervision and support for each volunteer
 - Fair and equal treatment of all volunteers across the organization
 - Proper ethical and confidentiality behavior
 - Implementation of constructive problem-solving and complaints procedures
 - Care for the safety and health of volunteers when engaging in their tasks
 - Term limits for volunteer positions

Kiawah Heritage Concept

- ► The Town Council is considering creating a first concept for a Kiawah History or Heritage Museum with the purpose of educating the community, visitors to the island, and surrounding schools about the rich history of our island over the past several hundred years:
 - First contacts to a knowledgeable community have been established. More will be necessary.
 - First concept for this venue would include topics like:
 - □ Proposing a proper location for the museum (e.g., Freshfields, entrance to the island, ...)
 - Considering using the old schoolhouse (maybe with some additions) as the venue (relocating from the current site)
 - □ Outlining a general concept for the venue (displays, artifacts, media, ...)
 - □ Defining with whom the Town will partner with for the curating tasks of such a museum
 - ☐ Estimating funding and operating costs
 - Timing for first draft proposal: Approx. May 2023
 - Re-start of discussion with the current owner of the old schoolhouse across from the Town Center as a potential building for this idea (to be relocated)

B. Discussion on a new Town Council communication initiative (Moffitt & Heidingsfelder)

Councilmember Heidingsfelder reviewed the communication concept developed following the discussion of communications at the Council Retreat:

Enhanced Interactive Communication Concept

- ► The Town Council is committed to establish a more regular, community-centric, and transparent communication process focused on the wider community of the island:
 - Community Drop-In Meetings: Stroll in at any time, and two Councilmen (on a rotating basis) will be available to listen to your concerns and answer any questions you might have
 - Every Friday after the Town Council Meeting between 09:00 am and 11:00 am
 - First Meeting is scheduled for Friday, March 10th to meet Councilmen John Moffit and Michael Heidingsfelder
 - No agenda, no presentation, no speech, open format, all questions are allowed, no topic limitation, open to everybody ...
 - □ Locations might occasionally vary ... but usually in the Town Center and the Sandcastle
 - Further communication platforms in preparation:
 - □ Special Drop-In Meetings Whenever special circumstances require it, Town Council will set up a special meeting for the community
 - □ Additional Podcast Formats With more interesting guests, open to the Public, community members can ask questions during the "show" ...
 - Regular Community Outreach Office Hours Every Monday from 09:00 am and 12:00 pm in the Executive Conference Room of the Town building –Meet a Councilman (on a rotating basis) and voice your concerns or ask any question

Mayor Pro Tem added that if questions are asked, the goal would be to answer them immediately. If the question cannot be answered and requires research, the commitment would be made to respond within three to five business days.

Councilmember Heidingsfelder indicated that other ideas being considered are special drop-in meetings and expanding the Podcasts to include additional formats with Council Members being interviewed about a specific topic, inviting other members of the wider community to share their views and answer certain questions, or conducting the Podcast on the lawn a Freshfields so that people walking by can stop and ask questions.

Councilmember Belt stated that another action item coming out of the Council Retreat was establishing a task force or workgroup to review architectural review issues on Kiawah. He and Mayor Pro Tem Moffitt workgroup would be leading the workgroup. It was suggested that the workgroup be a joint task force with KICA. A formal two-page document has been created providing the background, purpose, scope, composition, process, and output of the task force and is being reviewed by the KICA board members. Further discussion included issues to be examined and the two reports to be issued on short- and long-term recommendations.

VII. New Business:

D. To Consider Approval of \$75,000 to the Kiawah Island Natural Habitat Conservancy Towards the Purchase of Properties Located at 4434 (TMI 204000005) & 4438 (TMI 2040000328) Betsy Kerrison Parkway

Ms. Tillerson stated the request was recommended by the Ways and Means Committee with the caveat of funding the cost of the walking trail with any leftover funds going to the purchase of the property. In addition, the funds would not be released until the Charleston Greenbelt funding has been approved.

Mr. Bundrick asked for clarification on the stipulation recommended by the Ways and Means Committee. Mayor Labriola indicated the desire was to have a portion of the funds the Town contributed that would be directly beneficial to the community. Council Members added the overall project cost includes the acquisition and the improvements to the site and the view of the Ways and Means Committee that some of the \$75,000.00 in funding be specifically allocated to the nature trails and educational facilities beneficial to visitors and the community, and that the reimbursement would not occur until after the Greenbelt approval and after the property sale was closed.

Councilmember Heidingsfelder made a motion to approve \$75,000.00 in funding to the Kiawah Island Natural Habitat Conservancy with the caveat that funding be specifically allocated to the nature trail and educational facilities improvements and that the reimbursement does not occur until after the Greenbelt approval and after the property sale was closed. Councilmember Berner seconded the motion.

Councilmember Belt provided additional commentary on the concerns expressed by Ms. McIrvin earlier during Citizens' Comments. Council Members added additional comments and expressed their support for the funding approval.

Following the discussion, the motion was unanimously approved.

E. To Consider Approval of **Ordinance 2023 – 02** - An Ordinance To Amend Chapter 12 – Land Use Planning And Zoning - Article II. – Zoning - Division 5. General Procedural Requirements. Section 12.156. – Public Hearing Procedures. **Public Hearing and First Reading**

Mr. Taylor stated that the proposed text amendment was to amend the public hearing procedural requirements. The Town's current zoning ordinance dictates that properties in a 300-foot radius are personally notified of a public hearing. The requested amendment is to increase the radius from 300 to 500 feet. Public hearing procedures include a number of methods in which the Public is notified of a case in their vicinity; published notice, which is in the newspaper (Post & Courier), a zoning sign placed on the property which is adjacent to the nearest right away, and personal notice.

The Planning Commission approved the requested amendment. Commissioners requested that staff look at all the methods for evaluating public notification. Examples of a 300-foot and 500-foot radius were presented for comparison.

Mayor Pro Tem Moffitt made a motion to move into the Public Hearing. Councilmember Berner seconded the motion, and it was unanimously approved.

No public comments were made. Councilmember Heidingsfelder stated that the extension from 300 to 500 feet would align with Town Ordinances.

Councilmember Heidingsfelder made a motion to close the Public Hearing and return to regular session. Councilmember Berner seconded the motion, and it was unanimously approved.

Mayor Pro Tem Moffitt made a motion to approve the first reading of Ordinance 2023 – 02 - An Ordinance To Amend Chapter 12 – Land Use Planning And Zoning - Article II. – Zoning - Division 5. General Procedural Requirements. Section 12.156. – Public Hearing Procedures. Councilmember Heidingsfelder seconded the motion.

Mr. Taylor pointed out that in the ordinance, the last sentence in section C, "failure to provide this notice would not invalidate any action taken" was stricken. However, staff is recommending that the sentence remains because it substantiates what state law outlines.

Councilmember Belt asked for clarification on the recommendation to unstrike that language. Mr. Taylor and M. Wilson explained that the sentence adds a level of protection that the minimum state requirements of public notice are met and a measure that is contained broadly with other municipalities. Further discussion of the sentence as problematic, it was noted that the Planning Commission recommended striking the sentence and agreed to support its recommendation.

Following the discussion, Mayor Pro Tem Moffitt made the motion to approve the first reading of Ordinance 2023-02, amending the radius to 500 feet, and the recommendation to strike the last sentence in Section C. Councilmember seconded the motion, and it was unanimously approved.

F. To Consider Approval of the Proposal from Mauldin and Jenkins for Audit Service

Mayor Labriola stated the proposal from Mauldin and Jenkins was reviewed and discussed by the Audit and Ways and Means Committees and recommended for approval. It was verified that the Mayor reviewed and negotiated the proposal.

Councilmember Heidingsfelder made a motion to approve the proposal from Mauldin and Jenkins for audit services. Councilmember Berner seconded the motion, and it was unanimously approved.

G. Discuss All Possible Options to Improve and Enhance Vehicular and Pedestrian Circulation at the Main Gate, Including the Kiawah Island Parkway/Beachwalker Drive Intersection and Contiguous Land, Main Sales Office/Site, and the Upper Beachwalker Parcels

Mayor Labriola stated that last year the Partners received preliminary site approval for the upper Beachwalker sites, with construction pending; he, Mayor Pro Tem Moffitt, and Councilmember Heidingsfelder reached out to Mr. Phillips with Kiawah Partners to see if they could discuss looking at the main sales office site for possible relocation for the guest pass functions. There was some activity, but none of them coordinated.

Since the first of the year, he and Councilmember Heidingsfelder have had a series of discussions with Mr. Phillips and Mr. Permar which have been very constructive. The group felt that there should not be any additional discussions pending today's meeting to inform all members of the Council and the community as to what was being discussed. He clarified that there was no deal, agreement, or plan, and the partners have not stopped planning for this site; however, there was a desire for an initiative that would assess potential infrastructure improvements, revisions to development standards, and/or refinement of operational procedures in the general area of the intersection of the Kiawah Island

Parkway, Beachwalker Drive including existing and potential future land uses. This is the beginning of the process, which will include the Town, the Partners, the Community Association, the Resort, and members of the community. The intention would be to review building setbacks, commercial sizing, residential density, building heights, and permitted use. The hope is to improve and enhance the arrival and departure of property owners, Resort guests, visitors, and service providers, as well as standards that would influence the character of future development and preserving the main gate.

Mayor Labriola stated that he and Councilmember Heidingsfelder would hold a podcast to present this initiative the following day. On Friday, Councilmember Heidingsfelder and Mayor Pro Tem Moffitt will host an open house meeting with the community. At today's Council meeting, there is nothing brought forward to approve, no decisions to be made, and no actions to be taken. Frequent updates will be provided on the progress made, and hopefully, in the very near future, as the initiative begins to form, a more substantive method will be in place for the Council and Community feedback.

Councilmember Heidingsfelder stated that he would like the community to consider this initiative as one of the most important topics to discuss and move forward. Hopefully, with all the entities involved, this will be an opportunity to design the future entrance experience to our Island. This issue has a multitude of aspects, and the key would be to take a holistic look at all of the different aspects of traffic mitigation to avoid the backup and create a way of guiding traffic both onto the island, as well as off the island and create a safe path for pedestrians to cross over Beachwalker Drive. Councilmember Heidingsfelder encouraged the community to support the Town in this venture, promising that Council would be very transparent and communicate openly.

In the in-depth discussion of the initiative, Council Members expressed their support for it and shared a concern that those directly or indirectly affected by conversations about Kiawah Real Estate (KIRE) building, the intersection, or upper Beachwalker have not been included in the process and the conversations thus far. Another concern was the assumption that using the KIRE building would improve traffic flow, to which Mr. Turner, with Kimberly-Horn, provided a review of some findings included in the several traffic studies done on behalf of the Town.

During the ongoing dialogue, Mayor Labriola reminded members that the purpose of the discussion at today's meeting was not to solve all the issues but rather to begin discussions with all the different members of the community to develop a solution.

IX. Council Member Comments:

Councilmember Belt provided photographs of Beachwalker Drive, questioning why a Town-owned road is the worst maintained on Kiawah. He cited the conveyance language noting that the Town was not living up to the obligation it took on. He mentioned that as discussed at the Council Retreat, it may not be sensible to take on a major landscape project along Beachwalker Drive given all the current development issues, but again questioned why the road has not been maintained in the same fashion as the Parkway and every other road on Kiawah was this issue.

Councilmember Heidingsfelder agreed with the comments and felt that most of Beachwalker Drive needed improvements. He recommended asking the Public Works Department to develop a concept to bring the landscaping up to Kiawah standards.

Ms. Tillerson stated that a proposal from the Town's landscape architect OSD (Outdoor Spatial Design) for Beachwalker Drive would be presented for consideration at the March Ways and Means meeting. Mr. Gottshalk added that funds specifically for the maintenance and repair of Beachwalker Drive had been requested in the budget.

X. Citizens' Comments:

Darleen Miesezala - Inlet Cove HOA

Ms. Miesezala stated that the HOA (Home Owner's Association) had been dealing with Ms. Tillerson and Mr. Gottshalk for two years to get the voids filled in the bike path, with no success

David DeStefano - 31 Burroughs Hall Road

Mr. DeStefano stated that in August 2022, Mr. Stannard, a former Public Works Committee member, sent an email to Council, the Mayor, and Mr. Gottshalk about the rut in the road at the Mingo Curve. No repairs were done.

In November, Mr. DeStefano emailed Mr. Gottshalk that the rut was becoming dangerous. Stones were put in the rut a few weeks ago. The temporary repair has now become a problem and must be fixed permanently. It is just a matter of time before an accident happens.

XI. Adjournment:

Councilmember Berner made a motion to adjourn the meeting at 5:43 pm. The motion was seconded the motion, and it was unanimously approved.

Submitted by,
Petra S. Reynolds, Town Clerk
Approved by,
John D. Labriola, Mayor
Date



TOWN COUNCIL

Agenda Item

Town of Kiawah Island

Proclamation

Kiawah Conservancy Official Earth Day Conservation Partner of Kiawah Island

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and

WHEREAS, from its inception, Earth Day has enlisted the collaboration of millions of individuals, gathering support from environmental groups, federal, state and local governments, various private industries, and concerned private citizens; and

WHEREAS, the Earth Day movement has created a groundswell of public support, leading to the protection of our nation's land, air and water resources; and

WHEREAS, the Kiawah Conservancy provides vision, leadership, and resources necessary to preserve and enhance Kiawah Island's unique balance of nature and development; and

WHEREAS, the Kiawah Conservancy has been in operation since 1997, and is nationally recognized as an Accredited Land Trust; and

WHEREAS, the Island has experienced much growth and prosperity and alongside its growth, the Kiawah Conservancy has continued to evolve; and

WHEREAS, the Kiawah Conservancy has preserved 68 properties totaling 2,308 acres on Kiawah Island over the past 25 years; and

WHEREAS, the Kiawah Conservancy continues to work with all Island entities to preserve and protect the wildlife and natural habitat on Kiawah Island; and

WHEREAS, the Town of Kiawah Island community proudly recognizes all who participate in Earth Day, for their dedication to taking a proactive role in shaping the future of our environment and in protecting our earth's precious natural resources.

NOW, THEREFORE, I, John Labriola, Mayor of the Town of Kiawah Island, on behalf of the Town of Kiawah Island Council by virtue of the authority vested in me by the Constitution and laws of the Town of Kiawah Island of the state of South Carolina do hereby proclaim that the Town of Kiawah Island recognizes April 22, 2023 as Earth Day and acknowledge, the Kiawah Conservancy, as the,

"Official Earth Day Conservation Partner of Kiawah Island"

IN WITNESS WHEREOF, I have hereunto set my hand that this 4th day of April, the year of our Lord two thousand twenty-three, in the Town of Kiawah Island, South Carolina

Honorable John D. Labriola

Mayor, Town of Kiawah Island



TOWN COUNCIL

Agenda Item

- BUILDING CREATIVITY

Kiawah Performing Arts & Cultural Center: Phase 1 Needs Assessment

Delivered to: The Town of Kiawah Island

Prepared by Webb Mgmt April 4, 2023







Introduction & Context

Firm Profile

Webb Management Services is a management consulting practice focused on the development, renovation and operation of cultural facilities.

- Feasibility studies, business plans, strategic plans and district plans
- Clients are governments, arts organizations, developers and educators
- 26th year, starting our 500th project





The Study Process

Needs Assessment

Introduction & Context

Forces & Trends

Stakeholder Interviews

Market Analysis

User Demand & Utilization

Existing Facilities & Competitive Analysis

Benefits & Impacts

Partners & Collaborators

Conclusions & Recommendations

Comparable Projects

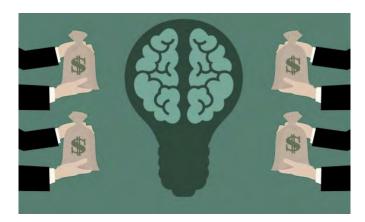
Methodology





Forces & Trends

Challenges and opportunities in the sector



Challenge: Private and Public Sector Funding



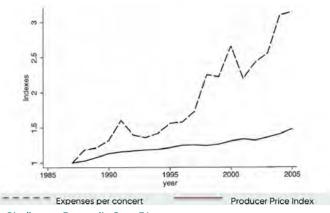
Support: Arts Education



Challenge: Declining Audiences



Support: Active Arts



Challenge: Baumol's Cost Disease



Support: The Value of the Arts



What we learned

37 individual interviews, 2 group interviews, and The Public Meeting



Demand: many think there is sufficient demand with optimism for funding



Location: some concerned about location and potential traffic



Facilities: difficult to access; lack adequate performance capabilities and amenities



Quality of Life: new center may support community resilience and elevate Kiawah experience



Sustainability: majority emphasized need for environmental protection



Support: important to gain broad community support and align with long-term vision for Kiawah



Methodology



Defined the market by mapping ticket buyer point locations using ESRI GIS



Purchased comprehensive demographic data from ESRI platform on market



Analyzed geo-demographic data for consumer habits and market potential



Projected size of potential market attendance using NEA data



Assessed Placer.ai geolocation data to gain insight into visitation patterns



Audience Market Assessment (Esri 2022)

2 County Subdivisions
Site: Johns Island CCD, SC (4501991703) et al.
Geography: County Subdivision

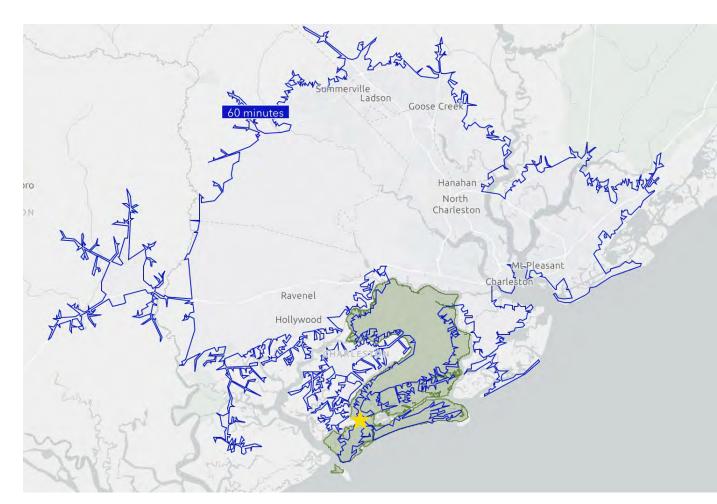
Prepared by Esri

that the second	SC(4501991703
Population Summary	
2000 Total Population	12,64
2010 Total Population	18,54
2022 Total Population	27,97
2022 Group Quarters	11
2027 Total Population	29,85
2019-2024 Annual Rate	1.319
2022 Total Daytime Population	27,53
Workers	13,32
Residents	14,20
Household Summary	4.00
2000 Households	4,98
2000 Average Household Size	2,5
2010 Households	7,67
2010 Average Household Size	2.4
2022 Households	12,03
2022 Average Household Size	2.3
2027 Households	12,90
2027 Average Household Size	2,3
2019-2024 Annual Rate	1.41
2010 Families	5,26
2010 Average Family Size	2.8
2022 Families	7,72
2022 Average Family Size	2.8
2027 Families	8,23
2027 Average Family Size	2.8
2019-2024 Annual Rate	1.28
Housing Unit Summary	32.00
2010 Housing Units	12,27
Owner Occupied Housing Units	49.4
Renter Occupied Housing Units	13.14
Vacant Housing Units	37.59
2022 Housing Units	17,03
Owner Occupied Housing Units	59.99
Renter Occupied Housing Units	10.84
Vacant Housing Units	29.3
2027 Housing Units	18,43
Owner Occupied Housing Units	58.59
Renter Occupied Housing Units	11.5
Vacant Housing Units	30.09
Median Household Income	
2022	\$103,25
2027	\$111,51
Median Home Value	
2022	\$504,35
2027	\$544,00
Per Capita Income	
2022	\$61,94
2027	\$70,72
Median Age	
2010	45.
2022	44,
2027	45.



Defining the market

- Analyzed point location of Arts and Cultural Events Council 2022 ticket buyers
- 77% fall within Johns Island and Seabrook-Kiawah Island Census county divisions
- Local market: Census county divisions (green shading)
- Regional market: 60-minute drive time (blue outline)

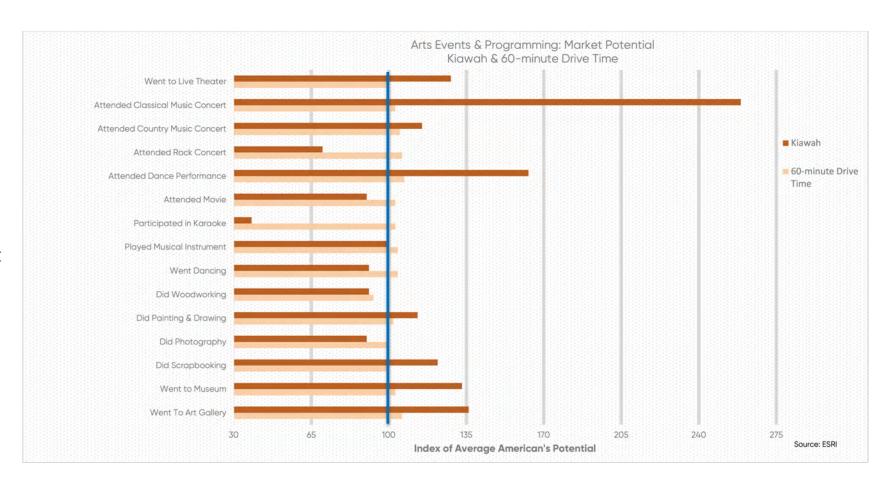




Strong local market potential

Kiawah residents are:

- 160% more likely than the national average to attend classical music.
- 63% more likely to attend a dance performance.
- 36% more likely to attend an art gallery.
- 33% more likely to go to a museum.
- 28% more likely to attend live theater.





Regional market projections using NEA data

Kiawah Market Area Demand Estimate (60-minute Drive-time)	Jazz	Classical Music	Opera	Musical Plays	Non-Musical Plays	Ballet	Other Dance	Other Types of Music, Theater, or Dance	Outdoor Performing Arts Festivals	Total
Age 25+	70,648	52,913	12,251	101,714	57,970	12,152	38,583	110,955	180,497	637,684
Age 18-24	17,452	13,830	1,052	23,177	13,804	1,341	10,236	26,737	40,252	147,881
Total Potential Performing Arts Attendance	88,100	66,743	13,303	124,891	71,774	13,493	48,819	137,692	220,749	785,565

- Segmented population by educational attainment, and predicted potential attendance for various arts disciplines
- Used data from the National Endowment of the Arts Survey of Public Participation to project regional market within a 60-minute drive time
- Exercise suggests there is a large potential market for various performing arts disciplines in the regional market area



Visitation patterns

Trade Area

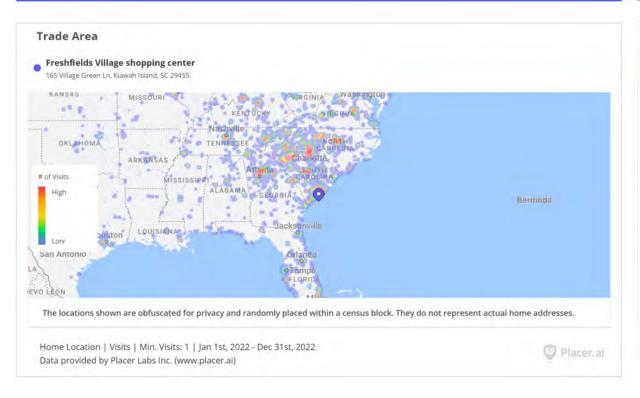
Jan 1 - Dec 31, 2022

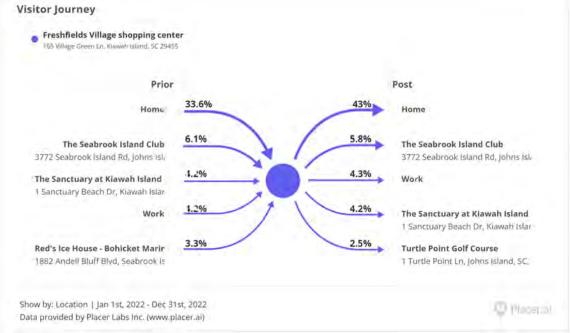


Visitor Journey

Jan 1 - Dec 31, 2022









Comparable Markets

Rationale

We have collected information on indoor and outdoor performing arts facilities from a set of resort communities that have been previously referenced and spoken of in Kiawah as being comparable for a variety of reasons, including:

- Southern location;
- Island/water access;
- The presence of community associations and/or gated community;
- Higher median property values;
- High percentage of housing units for seasonal recreational use;
- Phased development.





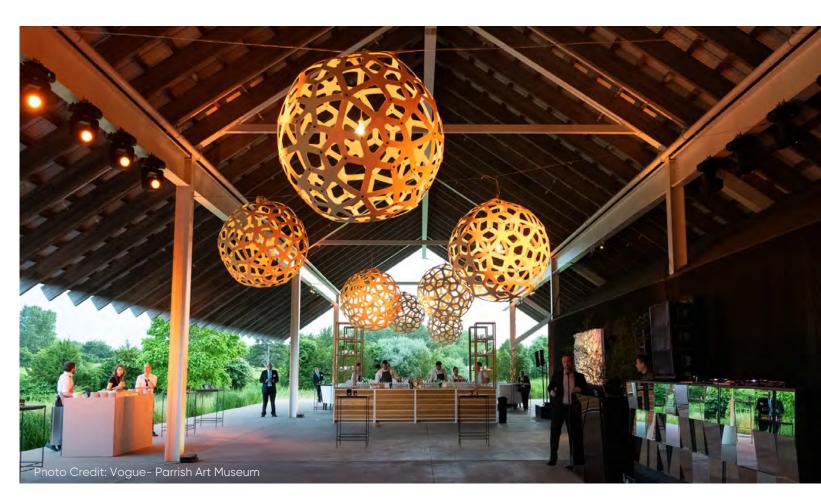
Theaters in Resort Communities	Highlands, NC	Hilton Head, NC	Martha's Vineyard, MA	The Hamptons, NY**	Vail & Beaver Creek, CO
Total Population	1,088	38,076	17,000	15,448	11,182
Median Household Income	\$55,938.00	\$87,884.00	\$82,857.00	\$145,069.67	\$89,768.00
Venue	Highlands Performing Art Center	Arts Center of Coastal Carolina	The Yard	Watermill Center	Ford Amphitheater
Capacity	300	349	100	300	2565
Note					Seasonal (1,265 seats)
Venue		Comedy Magic Cabaret	Martha's Vineyard Performing Arts Center	Guild Hall	Donovan Pavillion
Capacity		50	791	360	2200
Note			HS theater	\$29 mill. Capital improvement project	
Venue		Southeastern Summer Theater Institure	Martha's Vineyard Playhouse	Bay Street Theater & Sag Harbor Center for the Arts	Vilar Performing Arts Center Beaver Creek
Capacity		650	150	299	530
Note		Hilton Head HS Theater			
Venue		Lowcountry Celebration Park Ampitheater	Featherstone Center for the Arts	Southampton Cultural Center	Eagle Valley High School
Capacity		3000	200	300	510
Note			Lawn seating		School-Limited Access
Venue				Southampton Arts Center	Battle Mountain High School
Capacity				300	500
Note					School-Limited Access
Venue				Parrish Art Museum	
Capacity				300	[
Note				hosts jazz fest	
Total # of Venues	1	3	4	6	5
Largest Capacity Venue	300	3000	791	300	2565
Notes	700	1010	12/1	1050	(705
Total # Year-Round Venue Seats Total # Year-Round Venue Seats per capita	300 0.275735294	4049 0.106339952	1241 0.073	1859 0.120339202	6305 0.56385262
Total # Seasonal Venue Seats per capita Total # Seasonal Venue Seats	0.2/5/35294	3650	300	300	2565
Total # Seasonal Venue Seats per capita	0.00	0.10	0.02	0.02	0.23
*approximated capacity	0.00	0.10	0.02	0.02	0.20
** combined eastend population					



Comparable Markets

Conclusions

- All of these other communities have dedicated indoor performing arts facilities.
- Most of these communities have a community arts center with a main hall having a capacity in the range of 300 to 400 seats.
- Many of the designated performance spaces have outdoor components that are activated seasonally.





Facility Uses & Users

User Survey

This chart summarizes demand coming from groups surveyed and interviewed. Days of use come from the groups themselves, and is thus likely to be somewhat optimistic.

Nevertheless, we find this information helpful in that it confirms that there is demand for a medium-sized space (300 to 400 seats) representing a range of disciplines – music, dance, theatre and other programs.

KICA is not a potential user of new spaces, but they believe that there is demand for new and better spaces for meetings and events based on the number of requests they turn away.

Potential Users & Annual Use	Discipline	Space Desired	Performances	Event Days	Other Days	Total Use Days
City of Charleston Off of Cult Aff	Various	199-350 cap theater		2	Other Days	3
Zandrina Dunning	Music	300-500 cap theater		30	0	30
Zandrina Dunning	Music	Rehearsal room	30	30	40	40
Charleston Stage	Theatre	100-200 cap theater	2		1	1
Madeleine Kaye	Design	100 cap theater	10	10	0	10
,		·		3	_	
Palmetto City Ballet	Dance	250-600 cap theater	6	5	3	6
Palmetto City Ballet	Dance	Rehearsal room			3	3
Charleston Collegiate	Various	250-500 cap theater	12	10	10	20
Charleston Collegiate	Various	Rehearsal room			6	6
Charleston Symphony	Music	400-750 cap theater	2	2	4	6
Charleston Symphony	Music	Rehearsal room			4	4
Illumine Arts, LLC	Performance	400-600 cap theater	32	28	2	30
Illumine Arts, LLC	Performance	Rehearsal room			14	14
Arts Council (2021-2022 Season)	Various	400-700	32	32	10	42
Kiawah Conservancy	Events	300-500	4	4		4
			133	122	97	219
Total Mid-size Theater Use			121	112	29	141
Total Small Theater Use			12	10	1	11
Total Rehearsal Hall use			0	0	67	67



Facility Uses & Users

Building Collaborative Relationships to Drive Programming

Community arts centers have the potential to form partnerships and collaborative relationships with existing educators, health sector groups and social service agencies to drive programming. On Kiawah, we see specific opportunities to work with:

- Local school districts
- The new senior living facility
- The new medical facility



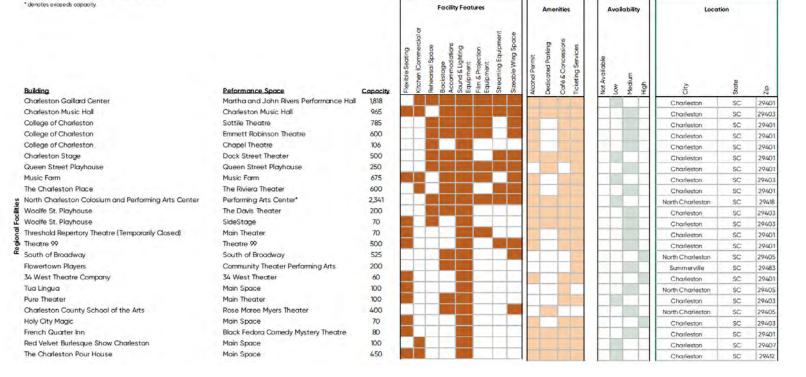


Existing Facilities

Facility inventories for local and regional current spaces

Performance facilities with a capacity up to 2000

- Performance spaces
- Meeting & event spaces
- Film, gallery & exhibition space
- Arts program spaces





Existing Facilities

Performance spaces: rating vs capacity

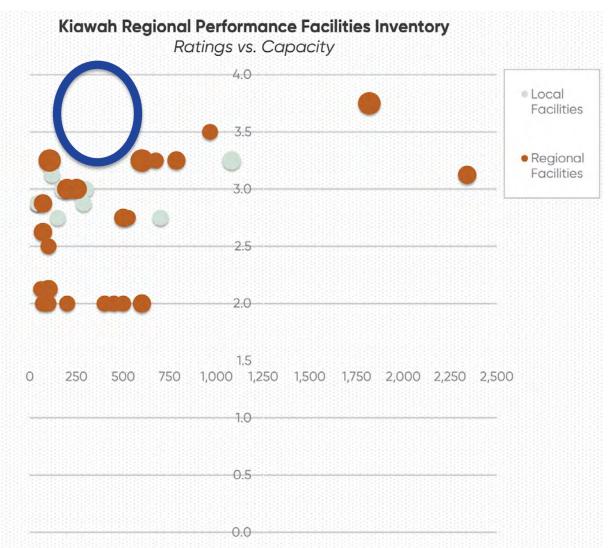
x axis: facility capacities

y-axis: quality rating

Size: number of arts disciplines supported

Blue oval: gap in the market

- 33 performance venues in the region, separated by local and regional market
- Gap in the market for high quality performance spaces for all capacities in the local region
- Gap in high quality facilities seating in the 250-500 range in the regional market





Project Benefits and Impacts

Aligning the project with broader goals



Use arts and culture to promote social health of residents, contributing to community resilience

Preserve natural ecosystem and design with nature

Attract new visitors and residents with arts and entertainment options

Support housing market by offering programming that may attract younger demographic



Conclusions

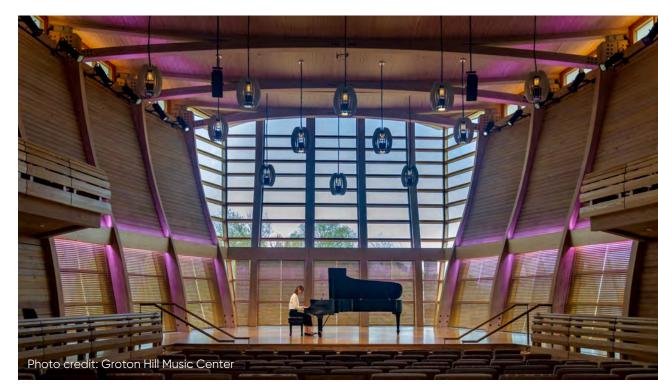




Recommendations

Preliminary ideas: Main performance space

- A high quality, performance space with excellent acoustics and technical capabilities
- Flexible seating, with attention to ADA compliance
- Current technologies for live and film events
- 300-400 seats





Recommendations

Preliminary ideas: Multipurpose space

- Highly flexible form and seating
- For meeting and events, rehearsals, teaching and smaller performances
- 100-150 seats

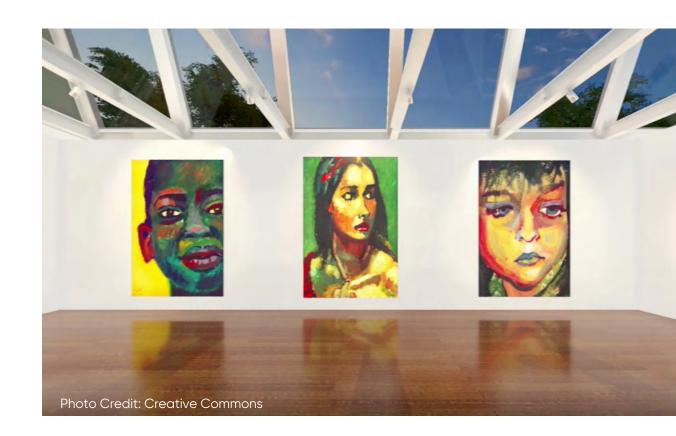




Recommendations

Preliminary ideas: Other spaces

- Rehearsal space with dance floor
- Program/classroom space for workshops and arts classes
- Designated exhibition space in lobbies
- Outdoor performance and event space sharing staff and equipment
- Strong food and beverage capabilities
- Full set of backstage accommodations, including green room/dressing rooms for artists
- Spaces can be combined in one facility or be developed separately within a district





Highlands Performing Arts Center: Highlands, NC

- Collaboration between the Highlands-Cashiers
 Chamber Music Festival, Highlands Community Players
 (resident theater company) and The Town to purchase
 and renovate a Church as a permanent home. Offers
 film and exhibition as well as live music and performing
 acts.
- Recent renovations included an updated 300-seat theater with high ceilings designed and constructed to offer rich acoustics throughout the 15,000sf space.
 Outside of the theater, guests have access to a fullservice bar and comfortable seating where they can relax until curtain.
- Expanding on the property's existing auditorium, the ground-up construction of the PAC incorporated both wood paneling and precast metal. Amplifying the acoustic capabilities of the space, all mechanical systems were installed around the perimeter of the theater, rather than using overhead units. This provided a "bubble" of sorts that allowed the sound in the theater to travel – uninterrupted – richly throughout the room.





Highlands Performing Arts Center: Highlands, NC

- The cost of the theater expansion was around \$8-9 million, and was completed in June, 2022.
- Nearly 100 private donors raised \$10 million for the original project, which includes renovating and expanding the existing PAC. The PAC coordinates concerts and fundraising drives to offset the cost of operating the facility and keeps rents low for the nonprofit resident groups. Also received \$1 million in match funding from the The Community Foundation of Greater Birmingham to aid in the redevelopment of the PAC.





Highlands Performing Arts Center: Highlands, NC

- Tucked on the quiet mountain of one of the highest towns east of the Mississippi, the project site came with a host of environmental challenges for the project team and trade partners. In addition to relying on one route in and out of the area that could support the weight of the massive precast walls and other supplies, the project team was operating in a town that sits at an elevation of 4,118 feet within a temperate rainforest. These factors presented both rainy and snowy conditions that required extensive coordination between the stakeholders, trade partners, and project team. However, due to the expertise, experience, and thorough planning of the Choate Construction project team and key stakeholders, the Highlands Performing Arts Center was delivered early and under budget.
- The center was founded on and operates largely based on collaboration with many different arts groups and the community at large. The PAC offers unique programming to seasonal visitors, with a focus on programming for children and year-round residents.





Shalin Liu Performance Center, Rockport, MA

- In 2010, Rockport Music celebrated the opening of the state-ofthe-art Shalin Liu Performance Center, designed by Epstein Joslin Architects and acoustician R. Lawrence Kirkegaard. Rockport Music is a summer music festival originally focused on chamber music but now presenting a wide variety of contemporary, jazz and other musical forms.
- The focus of the Center is an air-conditioned concert hall with extraordinary acoustics and comfortable seating for 330. It has professional quality audio-visual equipment for film and live HD broadcasts. There is an oceanfront reception space on the third floor with views of the coastline for educational, social, civic and corporate events (catering kitchen available for use). Wine and beer is served with a selection of food. There is full ADA accessibility.
- The Center's design embraces the cultural and natural legacies of Cape Ann through of wood, stone and water. Walls are clad in stone to reflect the rocky coast of Rockport, and are beneficial to room acoustics. A floor to ceiling window behind stage captures the natural majesty of Rockport Harbor.





Shalin Liu Performance Center, Rockport, MA

The budget for the building was \$20 million, in 2010 dollars. The Hall was constructed within the historic Haskins Building. In 2017 The \$12 million "In Concert with You" campaign was launched, and was divided into three target areas:

- \$5 million for an endowment to support program excellence
- \$3 million for an endowment to support artistic and executive leadership
- \$4 million for the Shalin Liu Performance Center Building Preservation Fund





Shalin Liu Performance Center, Rockport, MA

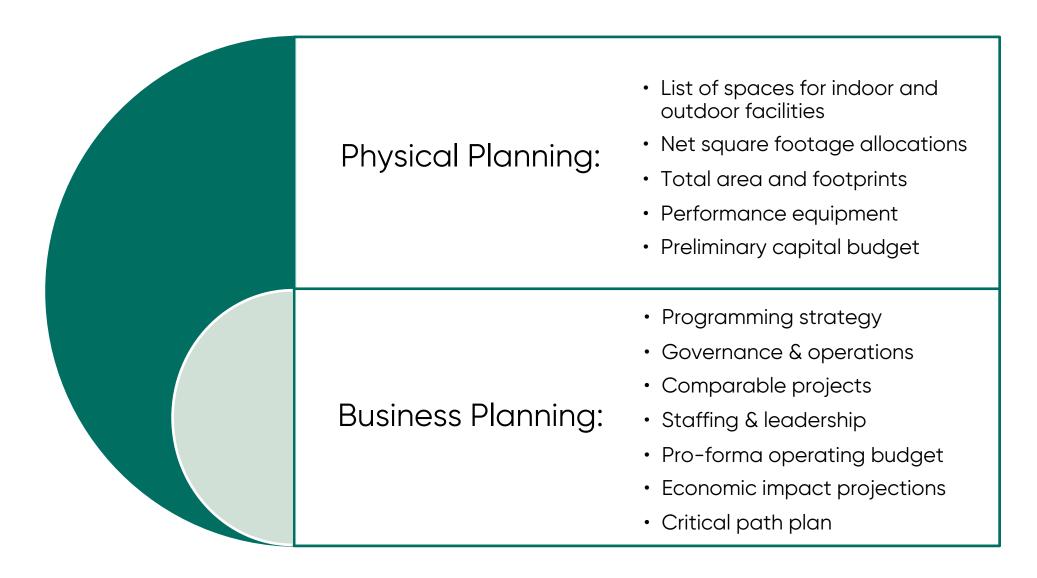
- The Music Center has become an important cultural resource for the greater Boston community, attracting well-known performers, audiences, and visitors to Cape Ann as an active summer community. Education and community outreach activities serve over 10,000 students and adults throughout Cape Ann and the North Shore annually.
- As a unique regional venue, the Shalin Liu Performance Center offers opportunities to local educational, arts, business and civic groups, including performance, rehearsal and educational programs for local public schools. Community and business groups can rent the facility for meetings and special events as well.
- The physical space succeeded in its purpose as a state-of-the-art chamber music venue, while accentuating the natural beauty and magic of the landscape where it is situated.





Next Steps

Phase Two Scope of Services





Next Steps

Physical Planning Preview

PRELIMINARY GROSS SQUARE FOOTAGE PROJECTION (gsf)

Public spaces = 5600 gsf

300-seat auditorium and stage = 8000 gsf

Performer and production support = 3200 gsf

100-seat studio theatre and support = 4800 gsf

2 classrooms and storage = 2400 gsf

TOTAL = 24,000 gross square feet



Next Steps

Physical Planning Preview

PRELIMINARY PROJECT COST STRATEGY

Level 1 @ \$500 / gsf x 1.3 soft cost multiplier = \$15,600,000 project cost

Level 2 @ \$600 / gsf x 1.3 soft cost multiplier = \$18,720,000 project cost

Level 3 @ \$700 / gsf x 1.3 soft cost multiplier = \$21,840,000 project cost

Level 4 @ \$800 / gsf x 1.3 soft cost multiplier = \$24,960,000 project cost

COMPARABLE PROJECTS

Highlands Performing Arts Center, Highlands, NC (\$18 million, adjusted for inflation)

Cain Center for the Arts, Cornelius, NC (\$25 million capital campaign)



Questions?







Agenda Item

Planning Action Items Update - April TC



Comprehensive Landscape & Tree Preservation Ordinance Adoption

Objective: Memorialize comprehensive guidelines and standards for landscape and tree preservation

- Two workgroup meetings held in March
- Next steps to bring in various experts (April)
- Revised schedule for draft language target PC Recommendation (July 2023)
- ► Target TC PH & 1st Reading: August 2023

2013 Amended & Restated Development Agreement Sunsetting

Objective: Prepare for the end of 2013 ARDA

- Draft summary composed of remaining action items of the 2013 ARDA. This includes status update of items responsible by TOKI, KP as well as KICA. (Conveyances, dedications, entitlements, etc.)
- Draft compiled of remaining action items within ARDA including timeline of ordinance amendments.
- Ongoing: Review, compare and update to ensure consistency of what has been completed, is in process, and has yet to be completed.
- Next steps / ongoing: Coordinate actions of ordinance timeline with established workgroup and task force

Planning Action Items Update - April TC



Review of Land Use Planning and Zoning Ordinance

Objective: Complete rewrite of zoning code to update outdated standards and to reflect "KiawahNext" principles.

- RFP scheduled for release April
- Submittal RFP Deadline May 8th
- Recommendation for selection of consultant scheduled for May – June TC

Betsy Kerrison Parkway Overlay Zoning District

Objective: Preserve character of BKP as culturally significant to JI, Kiawah and Seabrook

- Interest shared with Seabrook Island along with UGB
- Information write up sent out to community through eblast regarding UGB as precursor to conversations of BKP
- ▶ Draft correspondence letter completed; to be shared with members of County Council and staff shortly after briefing to District 8 & 9 Representatives
- Consideration for stakeholder feedback included as part of KiawahNext

Goals



- Evaluation of the Town's fund balance and reserve policies and levels with emphasis on financial risks from the hurricane, cost for clean up and reviving the Island.
 - With the oversight of the Mayor and Mayor Pro Tempe, the analysis and discussions will be conducted during FY24 budget review meetings and presentations.
 - Proposed policies will be reviewed on April 24, 2023, at Ways and Means meeting.
- Review of the Town's investment policy and strategies.
 - As part of rebidding our banking services, we will evaluate current investing mechanism-LGIP vs outsourcing with other firms providing investment management services. This will take place after budget approval.
 - Request for Proposal (RFP) is underway with the goal of being advertised in mid April.

Communication Action Plan



- Below are updates for several initiatives during 2023:
 - ► KICA/TOKI Communication Process
 - Continuing to work with Shannon to establish an initial meeting between the KICA Board and TOKI Town Council ~ work in progress
 - Communication:
 - ▶ Review of our methods, content, intentions, etc., ~ work in progress
 - ▶ New website ~ anticipated soft rollout mid-April and announcement to public in May
 - ▶ New Strategic Communication Plan ~ anticipated to be finalized in June

Public Safety Department Action Plan



- ▶ The TOKI Public Safety Department has started to plan for several initiatives during 2023:
 - ► Implementing Emergency Calling Box ... Pre-stage inquiries:
 - Finalize meetings with prospective organization.
 - ▶ Narrow selections to the top three calling boxes.
 - ▶ Develop goals/timeframe for implementations after approval.
 - ▶ Implementing RFP for public safety consulting firm ... Pre-stage inquiries:
 - ▶ The Public Safety Committee will draft RFP.
 - ► Conduct a threat assessment throughout the entire island.
 - ▶ Provide RFP recommendation to council by June of 2023.

Public Works Department Action Plan Updates



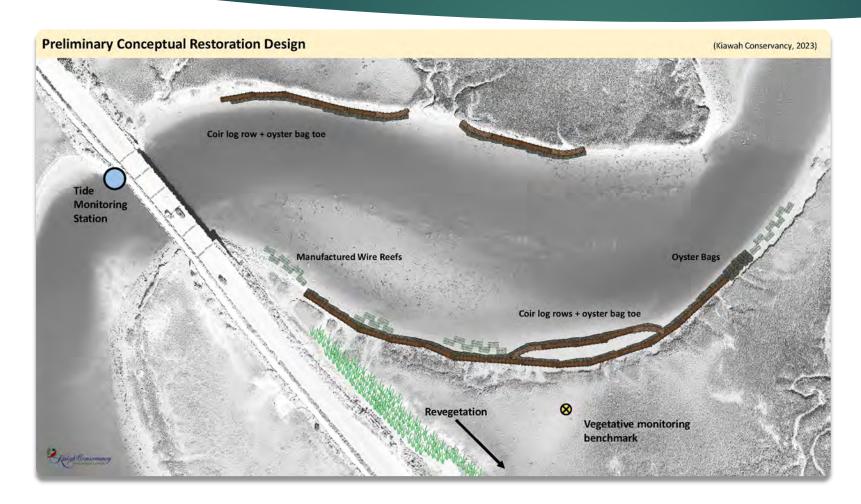
- Joint Go-Green Initiative for Kiawah Island
 - ▶ EV Charging Stations across the island are a continued topic of discussion among town staff and town council on the best approach. Town Staff is continuing financial and logistical research.
 - ► Town staff has researched new technology and practicality for battery operated landscape equipment, specifically leaf blowers.
- Additional Environmental Protection Activities
 - ► Town staff has plans to increase the number of EVs to the fleet in the upcoming fiscal year.
 - ► Town staff is working with contractors to determine feasibility of switching to EVs for daily operations (Beach Patrol, Chair and Umbrella Service, Turtle Patrol)
 - No new developments on hazardous waste collection at this time.
 - ▶ No new updates on business plan for a solar panel pilot project.

Environmental/Wildlife Department Action Plan Update, April 4, 2023



- Continue well-received communication activity with the community about ongoing wildlife programs with bobcats, birds alligators, etc. Ongoing.
- ▶ Increase activities to educate the community on actively participating in wildlife protection measures:
 - ► Avoid or minimize certain pesticides and fertilizer Creating web page on new web site (part of Grow Native)
 - ▶ Provide protective environments for certain species (e.g., certain birds) Flockwatch, creating new web pages for attracting birds to your backyard, how to for building and installing nest boxes, etc.
- ► Work with the Conservancy on developing solutions to reduce the use of pesticides and fertilizers on the islands golf courses Discussions with Conservancy underway
- Support efforts of other TOKI departments to:
 - ▶ Implement protective measures for our marsh land (e.g., erosion protection, permeable surfaces, restricting access to certain endangered marsh areas) Ocean Woods driveway switch to pavers, Kiawah Bridge Marsh Restoration update
 - Develop and implement a new Landscaping & Tree Protection Ordinance Preliminary discussion with Planning Workgroup on April 5

Kiawah River Bridge Marsh Restoration



- Potential FY 23-24Conservancy project
- Stabilize bank, promote oyster recovery, and vegetation growth
- Need to ensure compatibility with future Town plans for this area
- Ideas
 - Eliminate public access to river, add overlook
 - Improve public access to river, build dock
 - Limit to emergency parking



TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2023-02

AN ORDINANCE TO AMEND CHAPTER 12 – LAND USE PLANNING AND ZONING - ARTICLE II. – ZONING - DIVISION 5. GENERAL PROCEDURAL REQUIREMENTS. SECTION 12.156. – PUBLIC HEARING PROCEDURES.

WHEREAS, the Town of Kiawah Island Municipal Code currently contains *Chapter 12 - Land Use Planning and Zoning*; and

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the Town of Kiawah Island Land Use Planning and Zoning Ordinance, Sec. 12-156. Public Hearing Procedures to provide additional personal notice by increasing the notification radius for public hearings; and

Whereas, the text amendment would be consistent with the purposes and intent of the adopted Comprehensive Plan and would not be detrimental to the public health, safety, and welfare of the Town of Kiawah Island; and

Whereas, the Planning Commission held a meeting on February 8, 2023, at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

WHEREAS, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

WHEREAS, Town Council held a Public Hearing on March 7, 2023, providing the public an opportunity to comment on the proposed amendment.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

Section 1 Purpose

The purpose of this Ordinance is to amend Article II. – Zoning - Division 5. General Procedural Requirements. Section 12.156. – Public Hearing Procedures.

Section 2 Ordinance

The Town hereby amends Section 12-156. as shown in the attached "Exhibit A":

Section 3 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the

[1]

remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances

Section 4 Effective Date and Duration

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 4^{TH} DAY OF APRIL 2023.

	John Labriola, Mayor
ATTEST:	
By:Petra Reynolds, Town Clerk	-
1 st Reading: March 7, 2023	
Public Hearing: March 7, 2023	
2 nd Reading: April 4, 2023	

[2]

Sec. 12-156. Public hearing procedures.

The purpose and intent of this section is to set forth the procedures for a public hearing which provides the opportunity for an applicant and the public to comment on the application submitted for approval. The provisions of this section establish the procedures for a public hearing when required in connection with carrying out the provisions of this article. The following public hearing procedures shall be used by the Town Council, Planning Commission, and Board of Zoning Appeals:

- (1) Setting of the public hearing. When a public hearing is required by this article, a time shall be designated for the required public hearing, and notice of such hearing shall be prepared and made pursuant to the notice provisions contained within this article.
- (2) Notice provisions.
 - a. Published notice. Except as otherwise provided by State Law, in any instance in which a public hearing is required, a notice setting forth the date, time, place and purpose of such hearing, the name of the applicant, and identification of the subject property must be published once in a newspaper of general circulation in the Town, at least 15 calendar days before the date set for the hearing.
 - b. *Posted notice*. Notice of actions affecting specific properties shall be posted on the affected property or adjacent to the affected property 15 calendar days prior to the first hearing on the request. At least one posted notice shall be visible from each street that abuts the property.
 - c. *Personal notice*. Whenever personal notice of a public hearing is required by State Law, notice shall be sent by regular mail at least 15 calendar days before the public hearing to each owner of real property located within 300-500 feet of the exterior boundary of the property in question, to any neighborhood organizations having an interest in the development application, and if the matter to be considered is an appeal, to all parties to the appeal, including other interested parties. Such notice shall state the date, time, place and purpose of the hearing. Failure to provide this notice will not invalidate any action taken.
 - d. *Parties in interest.* When the provisions of this article require that notice be sent, the following parties in interest shall also be notified:
 - The applicant;
 - 2. The owner of the property (if other than applicant); and
 - 3. Any individual, group or organization that has submitted a written statement of interest to the Town of Kiawah Island.

The Town has no responsibility for maintaining the names and addresses of these groups or other parties in interest.

- e. Costs of notice. All actual costs incurred by the Town in preparing and publishing required notices shall be paid by the applicant prior to publication or mailing of such notice according to a schedule of fees established by the Town Council.
- f. Notification following decision. Within ten working days of the date of a final decision on a development application, written notification of such action shall be mailed to the applicant except for actions by the Board of Zoning Appeals related to variances and special exceptions. These final decisions of the Board of Zoning Appeals shall be sent by certified mail to the applicant, stating the action taken and including all conditions imposed and times established for satisfaction of such conditions, if any. When the Planning Director denies the application, a

"Exhibit A"

- written statement setting forth the reasons for the denial shall be included. A record of such notification shall be filed with the Planning Director.
- (3) Examination of and copying of documents. At any time upon reasonable request, any person may examine the pending development application and materials submitted in support of or in opposition to the development application. Copies of such materials shall be made available at a cost specified in a schedule of fees and charges adopted by resolution of the Town Council.
- (4) Conduct of hearing.
 - a. Any person or persons may appear at a public hearing and submit evidence, either individually or as a representative of an organization. Each person who appears at a public hearing shall state the person's name, address, and if appearing on behalf of an organization, state the name and mailing address of the organization for the record.
 - b. A landowner whose land is the subject of a proposed zoning amendment will be allowed to present oral or written comments to the Planning Commission.
 - c. The body conducting the hearing shall exclude testimony or evidence that it finds to be irrelevant, immaterial or unduly repetitious. Any person appearing as a witness may ask relevant questions of other persons appearing as witnesses, but shall do so only through the Chairperson of the body conducting the hearing at the Chairperson's discretion. The order of proceedings shall be as follows:
 - The Planning Director or appropriate designees shall present a description of the proposed development application and a written or oral recommendation, if required. The recommendation shall address each factor required to be considered prior to approval of the development application. The written recommendation shall be made available to the applicant at least three working days prior to the hearing;
 - 2. The applicant shall present any information it deems appropriate;
 - 3. Public testimony shall be heard first in favor of the proposal, then in opposition to it;
 - 4. The Planning Director may respond to any statement made by the applicant or to any public comment; and
 - 5. The applicant may respond to any testimony or evidence presented by the staff or public.
- (5) Record of proceedings.
 - a. The body conducting the hearing shall keep a record of the proceedings by any appropriate means and such record shall be available at the request of any person upon application to the secretary of the body conducting the hearing and payment of a fee set by the Town Council to cover the cost of transcription or duplication.
 - b. All records shall be public, open for inspection at reasonable times and upon reasonable notice.
- (6) Continuance of proceedings. The body conducting the hearing may, on its own motion or at the request of any person, for good cause, continue the hearing to a fixed date, time and place within 30 working days. No additional notice shall be required if a hearing is continued. An applicant shall have the right to request and be granted one continuance; however, all subsequent continuances shall be granted at the discretion of the body conducting the hearing only upon good cause shown. All adjourned public hearings shall recommence only upon giving all notices which would have been required for the initial public hearing.
- (7) Additional rules. Additional rules governing public hearings may be provided for by other provisions of this Code of Ordinances and may be applied as well, as long as they are not in conflict with this article.

"Exhibit A"

The body conducting the hearing may adopt rules of procedure to limit the number of applications for development approval which may be considered per meeting and the time for each presentation.

(Code 1993, § 12A-502; Ord. No. 94-12, § 2(12A-502), 9-26-1994; Ord. No. 2005-08, § 12A-502, 10-12-2005)





TAB 6

TOWN COUNCIL

Agenda Item



REQUEST FOR TOWN COUNCIL ACTION

TO: Mayor and Town Council Members

FROM: Dorota Szubert Finance Director

SUBJECT: Local Revenue Service Program (LRS)

DATE: April 4, 2023

BACKGROUND:

For many years, the Municipal Association of SC (MASC) has offered collection programs for certain business licenses taxes. These programs include the Insurance Tax Collection Program, the Brokers Tax Collection Program and the Telecommunication Tax Program. The MASC has collectively rebranded these programs as Local Revenue Services and has renamed the three business licenses programs as the Insurance Tax Program (ITP), the Brokers Tax Program (BTP), and the Telecommunication Tax Program (TTP).

In addition, by Act 176 of 2020, the General Assembly standardized business licensing in the State of SC. Following the adoption of this Act, the MASC provided a revised model business license ordinance. Every municipality in the state has adopted a revised business licenses ordinance based on Act 176 and new model ordinance. As a result of the Local Revenue Services rebranding and the adoption of the new local business licenses ordinance under Act 176, the Association is required to update the ordinances and agreement by which municipalities may participate in the three programs.

The updated ordinance and agreement will not change the operations of the Local Revenue Services programs. The MASC will continue to administer and collect business licenses taxes within ITP, BTP, and TTP The rates for the Municipal Association's services will remain the same as they are now, and the distribution of the collected amounts will be made in the same manner and the same times as they are now.

ACTION REQUESTED:

To approve revised ordinance to enter into an intergovernmental agreement relating to SC Local Revenue Services, to participate in their programs.

BUDGET & FINANCIAL DATA:

For fiscal year FY2022, the Town collected a total of \$526K from the three programs.

THE TOWN OF KIAWAH ISLAND

ORDINANCE 2023-03

AUTHORIZING AND DIRECTING THE TOWN OF KIAWAH ISLAND TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT RELATING TO SOUTH CAROLINA LOCAL REVENUE SERVICES; TO PARTICIPATE IN ONE OR MORE LOCAL REVENUE SERVICE PROGRAMS; TO EXECUTE AND DELIVER ONE OR MORE PARTICIPANT PROGRAM SUPPLEMENTS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the Town of Kiawah Island (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, under State law, certain business license taxes are applicable in a manner or at a rate that applies throughout the State ("Statewide Business License Taxes");

WHEREAS, such Statewide Business License Taxes include without limitation the business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; to brokers under Title 38, Chapter 45 of the S.C. Code; and to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipal Association of South Carolina (the "<u>Association</u>") has previously established local revenue service programs in which the Association administers Statewide Business License Taxes on behalf of and for the benefit of participating municipalities;

WHEREAS, such local revenue service programs include a program known as the Insurance Tax Program ("ITP") that administers business license taxes applicable to insurers under Title 38, Chapter 7 of the S.C. Code; a program known as the Brokers Tax Program ("BTP") that administers business license taxes applicable to brokers under Title 38, Chapter 45 of the S.C. Code; and a program known as the Telecommunications Tax Program ("TTP") that administers business license taxes applicable to telecommunications companies under Title 58, Chapter 9, Article 20 of the S.C. Code;

WHEREAS, the Municipality currently participates in ITP, BTP, and TTP];

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "<u>Standardization Act</u>"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-14 on December 21, 2021, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

Page 1 Ordinance 2023-03

WHEREAS, in connection with the enactment of the Standardization Act and the adoption of locally compliant business license ordinances, the municipalities of the State have determined that it would be advisable and prudent to update the existing local revenue service programs;

WHEREAS, in particular, the municipalities of the State have determined to establish and join South Carolina Local Revenue Services ("<u>LRS</u>") by intergovernmental agreement, which among other things will administer Statewide Business License Taxes on behalf of its participants, including but not limited to by continuing to offer the services provided by the ITP, BTP, and TTP;

WHEREAS, Article VIII, Section 13(A) of the South Carolina Constitution provides that "(a)ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof;"

WHEREAS, the Kiawah Island Council of the Municipality (the "Council") now wishes to authorize and direct the Municipality to join LRS and to participate in one or more local revenue service programs;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Kiawah Island, as follows:

SECTION 1. Direction to Apply to and Join LRS. The form of the Local Revenue Services Agreement (the "Agreement") pursuant to which a municipality may request to participate in LRS and, if approved, become a participant is attached hereto as Exhibit A. The Finance Director (the "Executive Officer") is hereby authorized and directed to apply to participate in LRS. If the Municipality's application is approved by LRS, then the Executive Officer shall execute and deliver a counterpart to the Agreement in substantially the form attached hereto. The Council hereby approves the terms and conditions of and agrees to comply with the Agreement upon the execution and delivery thereof by the Executive Officer.

SECTION 2. Participation in Local Revenue Service Programs. The Council determines that, if admitted to LRS, the Municipality will participate in the ITP, the BTP, and the TTP. The Executive Officer is hereby authorized and directed to execute and deliver any required Participant Program Supplements (as such term is defined in the Agreement) as may be necessary to participate in such local revenue service programs.

SECTION 3. Business License Taxes Applicable to Insurance Companies. Notwithstanding anything in the Current Business License Ordinance to the contrary, the following provisions shall apply to insurance companies subject to Title 38, Chapter 7 of the S.C. Code.

a) Except as set forth below, "gross premiums" for insurance companies means gross premiums written for policies for property or a risk located within the municipality. In addition, "gross premiums" shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company's office located in the municipality, (2) the insurance company's employee conducting business within the municipality, or (3) the

office of the insurance company's licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.

- b) As to fire insurance, "gross premiums" means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.
- c) As to bail bonds, "gross premiums" shall exclude any amounts retained by a licensed bail bondsman as defined in Title 38, Chapter 53 of the S.C. Code for authorized commissions, fees, and expenses.
- d) Gross premiums shall include all business conducted in the prior calendar year. Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums, or deposit.
- e) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.
- f) The business license tax for insurance companies under Title 38, Chapter 7 of the S.C. Code shall be established at the rates set forth below. Declining rates shall not apply.

NAICS Code

524113	Life, Health, and Accident. 0.75% of Gross Premiums.
524126	Fire and Casualty. 2% of Gross Premiums.
524127	Title Insurance. 2% of Gross Premiums.

g) License taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

SECTION 4. Business License Tax Applicable to Brokers. Title 38, Chapter 45 of the S.C. Code (the "Brokers Act") establishes a blended premium tax rate applicable to brokers of 6 percent, comprising a 4 percent State premium tax and a 2 percent municipal premium tax, each to be collected by the South Carolina Department of Insurance. Pursuant to §§ 38-45-10 and 38-45-60 of the Brokers Act, the Municipal Association of South Carolina is designated the municipal agent for purposes of administration of the municipal broker's premium tax.

SECTION 5. Business License Taxes Applicable to Telecommunication Companies.

a) Notwithstanding any other provisions of the Current Business License Ordinance, the

- business license tax for "retail telecommunications services," as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by its amendment. Declining rates shall not apply.
- b) The business license tax year for retail telecommunications services shall begin on January 1 of each year. The business license tax for retail telecommunications services shall be due on January 1 of each year and payable by January 31 of that year, without penalty. The delinquent penalty shall be five percent (5%) of the tax due for each month, or portion thereof, after the due date until paid.
- c) In conformity with S.C. Code Section 58-9-2220, the business license tax for "retail telecommunications services" shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.
- d) Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement. All fees collected under such a franchise or contractual agreement shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

SECTION 6. No Exemption for Interstate Commerce. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

SECTION 7. LRS to Appoint Business License Official and to Designate Appeals Board. Pursuant to the Agreement, LRS is hereby authorized to appoint one or more individuals (each, an "LRS Business License Official") to act as the Municipality's business license official for purposes of administering Statewide Business License Taxes. In addition, LRS is hereby authorized pursuant to the Agreement to designate an appeals board (the "Appeals Board") for purposes of appeals arising with respect to such taxes. The LRS Business License Official so appointed and the Appeals Board so designated shall have all of the powers granted to the Municipality's business license official and appeals board under the Current Business License Ordinance, except as may be modified by this ordinance.

SECTION 8. Appeals Process. With respect to the calculation, assessment, and collection of Statewide Business License Taxes, in lieu of the appeals process described in the Current Business License Ordinance, the following appeals process required by S.C. Code Section 6-1-410 shall apply:

- a) If a taxpayer fails or refuses to pay a Statewide Business License Tax by the date on which it is due, the LRS Business License Official may serve notice of assessment of the Statewide Business License Tax due on the taxpayer by mail or personal service. Within thirty days after the date of postmark or personal service, a taxpayer may request, in writing with reasons stated, an adjustment of the assessment. An informal conference between the LRS Business License Official and the taxpayer must be held within fifteen days of the receipt of the request, at which time the taxpayer may present any information or documents in support of the requested adjustment. Within five days after the conference, the LRS Business License Official shall issue a notice of final assessment and serve the taxpayer by mail or personal service with the notice and provide a form for any further appeal of the assessment by the taxpayer.
- b) Within thirty days after the date of postmark or personal service, the taxpayer may appeal the notice of final assessment by filing a completed appeal form with the LRS Business License Official, by mail or personal service, and by paying to LRS in protest at least eighty percent of the business license tax based on the final assessment. The appeal must be heard and determined by the Appeals Board. The Appeals Board shall provide the taxpayer with written notice of the hearing and with any rules of evidence or procedure prescribed by the Appeals Board. The hearing must be held within thirty days after receipt of the appeal form unless continued to another date by agreement of the parties. A hearing by the Appeals Board must be held at a regular or specially called meeting of the Appeals Board. At the appeals hearing, the taxpayer and LRS have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The hearing must be recorded and must be transcribed at the expense of the party so requesting. The Appeals Board shall decide the assessment by majority vote. The Appeals Board shall issue a written decision explaining the basis for the decision with findings of fact and conclusions and shall inform the taxpayer of the right to request a contested case hearing before the Administrative Law Court. The written decision must be filed with the LRS Business License Official and served on the taxpayer by mail or personal service. The decision is the final decision of LRS on the assessment.
- c) Within thirty days after the date of postmark or personal service of LRS's written decision on the assessment, a taxpayer may appeal the decision to the Administrative Law Court in accordance with the rules of the Administrative Law Court.

SECTION 9. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective on the date of final reading.

ENACTED IN REGULAR MEETING, this o	lay of, 20
	John D. Labriola, Mayor
	Joini D. Labridia, Mayor
	ATTEST:
	Petra S. Reynolds, Town Clerk
First reading: April 4, 2023	
Final reading:	



TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2023-04

AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND MUNICIPAL CODE ARTICLE 3 - ELECTIONS, CHAPTER 1 - ELECTION OF MAYOR AND COUNCIL, SECTION 3-104 - TIME OF ELECTION; PUBLIC NOTICE TO CHANGE THE DATE OF ELECTIONS FROM DECEMBER OF EVEN-NUMBERED YEARS TO NOVEMBER OF ODD-NUMBERED YEARS

WHEREAS, the Town of Kiawah Island Municipal Code currently contains Article 3 - Elections, Chapter 1 - Election of Mayor and Council, Section 3-104 - Time of Election; Public Notice; and

WHEREAS, the Charleston County Board of Elections and Voter Registration currently conducts the Town of Kiawah Island's elections and has suggested that the Town move its election date from the first Tuesday in December in even-numbered years to the first Tuesday following the first Monday in November in odd-numbered years; and

WHEREAS, Town Council has agreed to the Charleston County Board of Elections and Voter Registration's request and has agreed to move its election date to the first Tuesday in November in odd-numbered years.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

Section 1 Purpose

The purpose of this ordinance is to amend the Town of Kiawah Island Municipal Code, Article 3 - Elections, Chapter 1 - Election of Mayor and Council, Section 3-104 - Time of Election; Public Notice to move the Town's election date from the first Tuesday in December in even-numbered years to the first Tuesday in November in odd-numbered years; and

Section 2 Ordinance Amendment

Section 3-104. Time of election; public notice shall be amended as follows:

- (a) General elections for the offices of mayor and council shall be held on the first Tuesday following the first Monday in November in odd-numbered years. Special elections shall be held on a date determined by the council, as called by ordinance or resolution.
- (b) The council shall give public notice of all municipal elections at least 60 days prior to the date set for the election.

Section 3 Severability

If any part of this ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said ordinance without such unconstitutional provision, and the remainder of said ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4 Effective Date and Duration

This ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island. The Town's next election will be on November 4, 2025 for three seats, Mayor John Labriola and Council Members Bradley D. Belt and John Moffitt, thus extending the expiration of their respective terms from December 2024 to November 2025. The Town's next election after 2025 will be on November 2, 2027 for two seats, Council Members Russell Berner and Michael Heidingsfelder, thus extending the expiration of their respective terms from December 2026 to November 2027.

N THIS DAY OF	2023.
	John D. Labriola, Mayor
	Petra S. Reynolds, Town Clerk
rst Reading:	
econd Reading:	



TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Ways and Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Beach Service Franchise Agreement

DATE: 4 April, 2023

BACKGROUND:

Having a chair and umbrella rental company operate on the beach not only helps enhance the resident and guest experience, but also helps keep the beach in a more organized and orderly set up. The Town of Kiawah has had a franchise agreement in place for chair and umbrella rental services on the beach since the late 1980's. The first franchise agreement was awarded to Butch Neal of Island Beach Service, and they have provided uninterrupted service on Kiawah Island since this time.

ANALYSIS:

Town staff released a Request for Proposals as an invitation for companies to bid on the services listed in the scope of work. The RFP was posted publicly on the Town's website and in the Post and Courier. Town staff received one inquiry form a company based out of Georgia, and only one bid was submitted. This bid comes from the current franchise holder, Island Beach Service, Inc D.B.A. Barrier Island Beach Service, LLC.

The proposed Franchise Fee from Barrier Island Beach Service is \$330,000 or 30% of sales, whichever is greater.

ACTION REQUESTED:

Town staff is requesting the Town Council award the Beach Franchise Agreement to Island Beach Services, Inc. D.B.A Barrier Island Beach Service, LLC. For the fee and scope set forth in the proposal that was submitted.

BUDGET & FINANCIAL DATA:

If awarded, the Town would receive the proposed franchise fee of \$330,000 or 30% of sales annually.

BEACH FRANCHISE PROPOSAL FOR THE TOWN OF KIAWAH ISLAND



Submitted by

ISLAND BEACH SERVICE, INC.

D.B.A Barrier Island Beach Service, LLC

EXHIBIT B

SUBMITTAL FORM Offeror to complete all blanks

DATE:: March 2, 2023

ORGANIZATIONAL Information

NAME OF OFFEROR:

Island Beach Service, Inc. D.B.A Barrier Island Beach Service, LLC

BUSINESS ADDRESS:

4011 Betsy Kerrison Pkwy

Johns Island, SC 29455

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. that he has carefully examined specifications for the Services;

- 2. that he is familiar with all the conditions surrounding the performance of the Services;
- 3. that, if awarded the Contract, he will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
- 4. that he understands that the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is cancelled, postponed, or if it is in the best interest of the Town of Kiawah Island;
- that, if awarded the Contract, he will enter and execute a contract as required in the Request for Proposals (RFP);
- 6. that the Offeror is legally able to enter into and perform a contract, if awarded;
- 7. that the Offeror is current on all taxes and fees owed to the Town.
- 8. that the Offeror has provided proof of insurance as required by the Town.

NON-COLLUSION OATH

COUNTY OF: Charleston
STATE OF: South Carolina
Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid,
personally appeared Leonard L. Neal and made oath that the Offeror herein,
his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any
way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain
information that would give the Offeror an unfair advantage over others, nor have they
colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in
the award of the contract herein.
SWORN TO BEFORE ME THIS 28th DAY OF February, 2023.
Authorized Signature for Offeror
Please print Offeror's name and address:
COMMISSION EXPIRES L. K (Butch) NEAL
3192 DONNE/14 CAROLINIAN 3192 DONNE/14 CANE
JOHNS ISLAND, S.C.
MBaubiol 29455
PRINT NAME: M.B. Ambosc
NOTARY PUBLIC FOR THE STATE OF South Carolina
My Commission Expires: 9/10/2023

Duners

27777 (10-88)

Issued 12-28-2022

INSURANCE COMPANY 6101 ANACAPRI BLVD, LANSING, MI 48917-3968 517-323-1321

ASSUREDPARTNERS OF SOUTH CAROLINA LLC

16-0277-00

MKT TERR 106

(843) 569-1888

INSURED BARRIER ISLAND BEACH SERVICE LLC

ADDRESS PO BOX 771

JOHNS ISLAND, SC 29457-0771

WORKERS COMPENSATION & EMPLOYERS LIABILITY INFORMATION PAGE-RENEWAL AGREEMENT

Renewal Effective

02-13-2023

POLICY NUMBER

A106-575-844

Company Use

36-17-SC-0223

Company

Bill

POLICY PERIOD 12:01 A.M. 12:01 A.M.

02-13-2023

02-13-2024

INSURED: BARRIER ISLAND BEACH SERVICE LLC 4011 BETSY KERRISON PKWY ITEM 1.

JOHNS ISLAND, SC 29455-7111

INSURED IS: Limited Liability Company

POLICY PERIOD: 02-13-2023 (12:01 A.M.) to 02-13-2024 (12:01 A.M.) ITEM 2.

(Based on the insured's address shown in Item 1.)

ITEM 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to Workers Compensation Law of the states listed here: SC

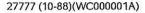
B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in ITEM 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$500,000 Each Accident Bodily Injury by Disease \$500,000 Each Employee Bodily Injury by Disease \$500,000 Policy Limit

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All ITEM 4. information required below is subject to verification and change by audit.

CLASSIFICATION OF OPERA	ATIONS		PREMIUM BASIS	RATES		
		CLASS CODE	ESTIMATED ANNUAL REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM	
STATE OF SOUTH CAROLINA See LOC NUM 001 STORE - RETAIL NOC	DESC 001	8017	385,848	1.31	5,055	
SOUTH CAROLINA PREMIU	M SUMMARY					
			TOTAL		5,055	
			Increased Limits 3 B	40	5,095	
		Increased Li	mits Min Premium Diff	35	5,130	
			Premium Discount	237-	4,893	
	TOTAL STAT	E ESTIMATED	ANNUAL PREMIUM		4,893	
POLICY PREMIUM SUMMAR	Υ					
			Expense Constant	260	5,153	
		Terrori	sm - See Form 27317	31	5,184	
	Catastrophe (c	other than Certi	fied Acts of Terrorism)	62	5,246	





AUTO-OWNERS INS. CO.

12-29-2015 Issued

ASSURED NEACE LUKENS INS AGENCY INC AGENCY 16-0277-00

INSURED ISLAND BEACH SERVICES INC

MKT TERR 081

Company POLICY NUMBER 072316-36126093-16

Bill

Term 02-13-2016 to 02-13-2017

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE General Aggregate		LIMITS OF INSURANCE
		\$2,000,000
(Other Than Products-Completed Operations)	AL 4-	A Charles
Products-Completed Operations Aggregate	V	\$2,000,000
Personal Injury And Advertising Injury	P . Carlot	\$1,000,000
Each Occurrence		\$1,000,000
OMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT		
Darnage to Premises Rented to You		\$300,000 Any One Premises
(I-ire, Lightning, Explosion, Smoke or Water Damage)		
Merlical Payments		\$10,000 Any One Person
Hire d Auto & Non-Owned Auto		\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:		
E;tended Watercraft		
Personal Injury Extension		
Broadened Supplementary Payments		K
Broadened Knowledge Of Occurrence		
Additional Products-Completed Operations Aggregate		l .
Blanket Additional Insured - Lessor of Leased Equipment		
Blanket Additional Insured - Managers or Lessors of Premises		Ĭî.
Newly Formed or Acquired Organizations Extension		
Blanket Waiver of Subrogation		

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

55405 (07-08)	59351 (0	01-15)	55146	(06-04)	55300	(07-05)	IL0017	(11-85)
IL0249 (10-07)	55202 (1	12-04)	55091	(10-08)	55296	(09-09)	55526	(07-11)
IL0021 (07-02)	55513 (1	11-11)	55592	(02-14)	59392	(01-15)		

COMMERCIAL GENERAL LIABILITY 55202 (12-04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXCLUSION - PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the following exclusion is acded:
 - 2. Exclusions

This insurance does not apply to:

The Additional Insured for the "products-completed operations hazard".

B. Under SECTION II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

C. Ur der SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

BUSINESS LICENSE CERTIFICATE

TOWN OF KIAWAH ISLAND

4475 BETSY KERRISON PKWY KIAWAH ISLAND, SC 29455 Phone: (843) 768-9166 FAX (843) 768-4764

ISLAND BEACH SERVICES,INC DBA BARRIER ISLAND BEACH SERVICE LLC PO BOX 771 JOHNS ISLAND, SC 294570000

2023

BUSINESS NAME: BUSINESS DESCRIPTION: ISLAND BEACH SERVICES, INC DBA BARRIER ISLAND BEACH SERVICE LLC Equipment Rentals Class **BUSINESS OWNER: BUTCH NEAL BUSINESS LOCATION:** NAICS CODE PO BOX 771 JOHNS ISLAND, SC 294570000 BUSINESS LICENSE NUMBER **Account Number:** 001820 **Business License Number:** SBL19-012497 **Effective Date:** 02/27/2023 **Expiration Date:** 04/30/2024

RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE. NON RESIDENT BUSINESS MUST KEEP IN POSSESSION.NOTIFY THE BUSINESS LICENSE OFFICE OF ANY CHANGES IN LOCATION OR OWNERSHIP.

BUSINESS LICENSE:

The Offeror is not required to have valid business licenses to submit a Proposal. However, Offeror's must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

Yes ___ No If yes, list the number <u>SBL 19-01</u> 2497

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful offeror, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-C	owned business?YesNo
If so, are you certified?Ye	No
If you are certified, you must fu	rnish a copy of your certificate with your submitt.

BEACH FRANCHISE AGREEMENT ORGANIZATION

To: TOWN of KIAWAH ISLAND

RE: BEACH FRANCHISE AGREEMENT

DEAR MAYOR LABRIOLA and TOWN COUNCIL

Firm description, background, size and legal status

Island Beach Service, Inc. DBA Barrier Island Beach Service, LLC was incorporated in April of 1987. BIBS has operated from that date as an "S" Corporation on Kiawah Island,

The President and General Manager is Butch Neal. Before being awarded the first umbrella/ chair Franchise on Kiawah Island, Butch had already obtained twenty (20) years experience on Myrtle Beach and Hilton Head Island, supervising beach services.

BIBS and Butch have operated its beach service on Kiawah for the last thirty-five 35 years without interruption. BIBS first worked with the Resort owns, before the Town incorporated. The first Mayor, Bo Turner asked Butch to draft the first "Beach Service Operations Manual" and BIBS has operated The Umbrella/Chair Franchise since. During that period, the Town has produced several "RFP's" that included evaluation processes. BIBS has outscored its competition each time

For the past fifteen (15) years BIBS has employed four (4) full-time supervisors. One supervisor on the west beach and east beach area respectfully. A third supervisor was added for the Flyway area and a fourth for BW40 to Ocean Park area. Those supervisors are mobile and equipped with cell phones at all times. Two of the supervisors have been employed with BIBS for over nineteen (19) years and the other two over ten (10) years.

BEACH FRANCHISE AGREEMENT Personnel List

Quality of Service

Having operated for over forty (40) years on two gated resorts, (Sea Pines on Hilton Head Island and Kiawah Island), the owner of BIBS knows the intricacies and diplomacy it takes to fulfill the needs of a "higher end" clientele. In this day of appropriate authority concerning the lack of service they might receive. Operating on Kiawah Island and its owner having all those years of experience. BIBS is well known as a leader in the beach service business. BIBS knows the importance of training and keeping personnel over the years for greater continuity of its operation. BIBS does not hire an hourly employee to just sit on the beach, but has always paid a commission and bonus to its employees to maintain a higher standard of service to its guest and their families. Supervisor bonuses depend on the quality of service that the attendants that work under them exemplify. BIBS services hundreds of returning guests and dozens of Kiawah "home owners", therefore, quality of service and quality of equipment must be "topnotch". BIBS purchases 200 new setups yearly. Rental agencies or guests, themselves, can call the reservation line and BIBS can have them set up in 30 minutes. Supervisors attend to rentals during the remaining year, on request, weather permitting. BIBS also expresses to its employees how fragile and important the beach is to any community and schools its employees on trash pick-up, turtle nesting, etc. in their respective areas. BIBS attendants keep these areas attended from early March through October, seven (7) days a week, from 8:30 to 5:30.

Level of service, proposed staffing, and equipment availability

BIBS being the only beach service that has operated on the entire beach of Kiawah, has great insight on staffing levels and amounts of equipment needed. This would be a tremendous disadvantage to any entity not knowing how the season flows. There is a tremendous learning curve to be able to fill reservations over the phone from guests that don't have accommodations directly on the beach (several blocks away). Which boardwalk do you lead them to? BIBS employees have earned this only by the experience they have gained servicing these areas and working with Rental Agencies for many years. BIBS has operated during those years, as the business has grown, with the following number of attendants, equipment, and years of experience on Kiawah Island. These are actual numbers!

General Manager

Buch Neal

Over 50 years experience 35 years on Kiawah Island

Board Walks BW 1-BW 16	Attendants 1 Supervisor 4 attendants	Leadig Experience Brian Chadwell-15 yrs. Kiawah Andrew Thomai -6 yrs. Kiawah Charlie Thomai - 5 yrs. Kiawah Doscher Hill - 4 yrs. Kiawah John Thomai - 5 yrs. Kiawah	Maximum Equipment 220 sets(1umb, 2 chrs)
BW17-BW 22	1 Supervisor 3 Attendants	Trevor Cyralik- 28 yrs. Kiawah Colin Harris- 4 yrs. Kiawah McGuire Weekley- 4 yrs. Kiawah Harry Buice 4 yrs. Kiawah	220 Sets
BW 27-BW 28	1 Supervisor	Trevor Cyralik 28 yrs Kiawah	100-150 sets
BW 29- BW 30	1 Supervisor 2 Attendants	Trevor Cyralik 28 yrs Kiawah Charles McQueeny- 9 yrs. Kiawa Graham Williams - 4 yrs. Kiawah	100-150 sets h
BW 31- BW36	1 Mobile Supervi 1 Attendant	sor Scott Young 19 yrs. Kiawah Ned Walpole 2 yrs Kiawah	100-110 sets
BW 37-Ocean Par	k 1 Mobile Supervis 1 Attendant	sor Scott Watson 10yrs Kiawah Jack Trask 2 years Kiawah	100-110 sets

Additional attendants "fill in" each day. During the heart of the summer BIBS employs around 25 on payroll.

L.K. (Butch) Neal 1518 Royal Colony Rd. Johns Is, SC 29455 (843) 343-7435

Education:

University of South Carolina, Columbia, SC

Bachelor of Arts, 1972

Graduated

Winthrop University, Rock Hill, SC Master of Arts in Teaching 1983

Received

Beach Related Experience:

Lifeguard and beach rental attendant for Johns Beach Service, Myrtle Beach, SC 1964-1974

Supervisor of Lifeguards for J.B.S 1975-1978

Supervisor of Lifeguards for Shore Enterprises, Hilton Head Island. 1984-1986

Owner and Manager of Island Beach Service, Kiawah Island, SC 1987-2014

Other Experience:

Taught High school Algebra and Geometry at Wilson Hall, Hilton Head Prep., and at Sea Island Academy 1978-1994

Fifty years as a Beach Attendant or Owner/Operator.

Thirty five years as an Employee an Owner/Operator on Kiawah's Beach.

Trevor Martin Cyrulik 2546 North Castle Lane Charleston, SC 29414 (843) 532-9617 cell (843) 813-4126 work

Education: The Citadel (3 years), Charleston, SC

Beach Related Experience:

Full-time lifeguard for Kiawah Island Resort, Kiawah Island, SC 1991-1993 (seasonal)

Full-time Beach Attendant for Island Beach Service, Kiawah Island, SC 1994-2000 (seasonal) and full-time manager (year round) 2000-2023

Twenty eight (28) years as an Employee and Attendant/Supervisor on Kiawah's Beach

Brian Chadwell 2575 Daniel Fludd Road Johns Island SC 29455 (843) 742-4511

Education:

Coastal Carolina University

Graduated

Beach Related Experience:

Beach Service Attendant and Beach Patrol Officer on Kiawah's Beach, 2007

Beach Service Attendant on Kiawah's Beach, 2008-2023

Fifteen years as Beach Attendant on Kiawah's Beach

Other Experience

Have taught school for the last fifteen (15) years.

Scott Young 475 Lindberg Street Charleston, SC 29412

Education:

University of South Carolina

Graduated 2005

Beach Related Experience:

Beach Service Attendant or Island Beach Service, Kiawah Island, SC from 2004 to 2007 and as a Supervisor from 2008- 2023 Nineteen years as an Employee and Beach Attendant/Supervisor on Kiawah Beach

*Other Beach Attendants have been with BIBS for many years and continue to be employed.

All of these attendants work on the beach 100% of their time and are npot in food and beverage, recreation or involced in other activites. This has evolved from a summer job for them to their livelihoods.

Scope of Work

As you can see by the level of staffing section BIBS has the capacity to take of requested rentals at all forty one (41) board walks. Most of this activity takes place during March through October, 8:30 - 5:30 weather permitting. Attendants are located at those boardwalks deemed appropriate for the convenience of Kiawah's guests as an area of operation. Storage boxes and chair racks are placed at each attendants station so that equipment is more organized and quicker to set up, as to NOT keep the guest waiting. During the hours of operation the attendant will place an office umbrella (red in color) out In front of these locations. Within reasonable proximity to each attendant's station, setups (blue umbrella and chairs) shall be placed along the beach in a uniform straight-line fashioned about 20 feet from each boardwalk access. Guests, visitors, property owners, or other persons may reserve these setups with cash, checks, or credit card for designated periods of time. Most of these "setups" are pre-reserved through our "reservation line" or through our "on-line" process. Reservations of these setups are recorded in a receipt book and names placed in order on a chart in the book. Set ups are tagged by name and placed within proximity of each attendant's station or in front of various homes during the hours of operation. Additional non-reserved, "for rent" setups are placed close to the attendant's station for rental that day for immediate walkup traffic. Attendants walk their umbrella line throughout the day meeting and getting to know their customers by name, and making sure everyone is comfortable. All setups are removed at the end of the work day. BIBS and their attendants understand that the beach is public ad any visitor, guest, property owner or other persons have priority on the use of the beach. At no time will the attendants request any person to move or relocate unless such person is using the equipment without authorization. Most of our attendants, being from the area or having many years of experience on Kiawah's beach, have a general knowledge of Kiawah and do often answer questions concerning the Island, the water, and tides, restaurants, etc. BIBS would alter it's operation at the request of the Town if any interference arises. As mentioned earlier one of three employees in a mobile unit would setup Reservations from November -February. BIBS keeps its reservation line and online reservations manned year round. BIBS attendants will show concern for health, safety, and general welfare of the guests and residents on the beach. All employees will adhere to all the laws and codes on Kiawah Island to help assist in the awareness of these codes and laws with visitors. Each supervisor ad attendant will be outfitted in a distinctive logoed uniform (shit and shorts) which will identify the employee. Uniforms must be worn at all times while on duty and must be clean and neat. The uniform will be approved by the Town. BIBS employees are prohibited from consuming alcohol or smoking while on duty during the designated hours of operation. Supervisors and attendants will instruct all customers regarding the safe use of equipment.

BIBS would like to continue to use the concession vehicle for the customer convenience. It is supplied with a freezer, cooler, and a trash can within the bed of the truck. It will offer chips, beverages, drinks, ice-cream, and water to those within the franchise area. They will also police their area of the beach. The same two school teachers have operated this for fourteen (14) seasons.

References

1. COMPANY NAME: The Town of Kiawah

Contract Title: Beach Franchise

Contract Period: From: 1989 To: 2008

Scope of Work: Provided umbrellas, chairs, etc. for rent to guests on the beach of Kiawah

Island

Contact Name: Steve Orban

Title: Mayor

Address: 21 Beachwalker Dr. Kiawah Island, SC 29455

Telephone: (843) 768-9166

Email: sorban@kiawahisland.org

2. COMPANY NAME: The Town of Kiawah

Contract Title: Beach Franchise

Contract Period: From: 2008 To: 2014

Scope of Work: Provided umbrellas, chairs, etc. for rent to guests on the beach of Kiawah

Island

Contact Name: Charles Lipuma

Title: Mayor

Address: 21 Beachwalker Dr. Kiawah Island, SC 29455

Telephone: (843) 768-9166

Email: clipuma@kiawah.org

References

3.

COMPANY NAME: Kiawah Development Partners

Contract Title: Beach Franchise

Contract Period: From: <u>1987</u> To: <u>1988</u> From: <u>1993</u> To: <u>1996</u>

Scope of Work: Provided umbrellas, chairs, etc. for rent to guests on the beach of Kiawah

<u>Island</u>

Contact Name: Townsend Clarkson

Title: C.O.B Kiawah Partners

Address: 345 Freshfield Dr. Suite 200 Kiawah Island, SC 29455

Telephone: (843) 768-3430

Email: www.kiawahpartnets.com

4. COMPANY NAME: The Town of Kiawah

Contract Title: Beach Franchise

Contract Period: From: 2015 To: 2019

Scope of Work: Provided umbrellas, chairs, etc. for rent to guests on the beach of Kiawah

<u>Island</u>

Contact Name: Charles Lipuma and Craig Weaver

Title: Mayor

Address: 21 Beachwalker Dr. Kiawah Island SC 29455

Telephone: (843) 768-9166

Email: preynolds@kiwahisland.org

5. COMPANY NAME: The Town of Kiawah

Contract Title: Beach Franchise

Contract Period: From: 2020 To: Present

Scope of Work: Provided umbrellas, chairs, etc. for rent to guests on the beach of Kiawah

Island

Contact Name: John Labriola

Title: Mayor

Address: 4475 Betsy Kerrison Parkway Johns Island SC 29455

Telephone: (843) 768-9166

Email: preynolds@kiwahisland.org

RATES

Because so many of IBS"s rentals are repeat customers and so many are homewoners, and because of the relationships it has formed with these customers, BIBS has tried to keep its rates are fair market price within minimum increases. These prices continue to be less than other beaches such as Myrtle Beach and Hilton Head.

The current prices are as follows:

Setup (one umbrella and two chairs)	\$37.20 per day
2	\$157.50 4 to 7 days
Single Chair	
	\$46.25 per week
Single Umbrella	\$13.90 per day
	\$55.50 per week
Boogie Boards	\$9.30 per day
	\$46.25 per week

^{*}Prices do not include tax*

Proposed Franchise Fee

\$330,000.00 or 30% whichever is greater

NAME OF COMPANY: Island Beach S	Service, Inc.DBA Barrier Island Beach Service LLC
By: L. Neal Signature	Print Name
Title: Owner/Operator, C.O. (i.e., Own	ner Partner, Corporate Officer, etc.)
Address: 3192 Donnelly Lane	
City: Johns Island State: SC	Zip:29455_
Telephone: Number: (843) 819-4334	Business Fax Number:(843) 559-4334
Is your firm a X Corporation	on, Sole Proprietorship, orPartnership?
If incorporated, please list state od inc	orporation: <u>South Carolina</u>
FFIN or SSN: 87-373723	4

BEACH FRANCHISE AGREEMENT REFERENCES

Cooperative partnerships to enhance visitors experience on the beach

Having been involved with the meetings of Shore Enterprises Beach Service with the Town of Hilton Head upon its incorporation, the owner of BIBS knew he should go to the town to continue its business when the Town of Kiawah Island Incorporated. From those meetings BIBS was granted the first beach franchise by Mayor Bo Turner. BIBS has worked hard and diplomatically over the years going beyond what was simply required to make sure each mayor and council and town administrator was pleased with how it operated its business. We are humbled to have been able to operate all these years on this beautiful island and with the Town of Kiawah. Hopefully, that continues today, because BIBS is very grateful for this opportunity. During those first few years the beach service actually doubled as the Beach Patrol using town-supplied radios to find lost kids and use first aid when necessary. In doing this, it seems as though now, the attendants and supervisors are the first contacts when something goes wrong on the beach. They in turn contact the Beach Patrol. This presents a good working relationship with both the beach service and Beach Patrol as we are able to answer questions for them. The Supervisors and some attendants are cross trained to substitute in for Beach Patrol in case of an emergency.

Early on, BIBS became involved with the rental entities on the island. BIBS handled beach service reservations for the Kiawah Island Inn and began handling those reservations for the Villa check-in and continues to take of their reservations in BIBS's area of the beach today. Also, in those early years, BIBS contacted what was Ravenel Associates and is now Windham Vacation Rentals to take care of their quest requests for reserved umbrellas and chairs. That also continues to the present. The same arrangement also exists with Pam Harrington Exclusives, Beach Walker Rentals, Sweetgrass Properties and more recently with Exclusive Resorts. Most of the rental agencies umbrella/chair reservations are made ahead of time during the year, through BIB's "reservation line" or "on-line" website. If they or the guest waits to the last minute, with our telephone system, we can have them setup and tagged by the time they get to the beach. A majority of these guests are repeat customers and employees know them by name as well as them knowing the employees by name. In areas of the beach that we call "out of bounds" because those areas are along our residential sections. BIBS has many repeat homeowners that rent umbrellas and chairs on a long tern or seasonal basis. The supervisors know when to set up the equipment and when to discontinue the setup and collect it. All of these relationships have made us very proud to wear the logos uniform oof BIBS and as you can see, the employees of BIBS are more than just hourly employees. BIBS and its owner feel as if they are a part of the makeup of the whole island because of the experience they provide. We think the beach is probably the biggest asset of Kiawah Island.

Financial Stability

The financial stability of BIBS has continued to remain strong through its years of operation on Kiawah. BIBS has continued to have an increase each year in gross rentals with minimal price increases. Revenues have grown from \$6000,000 at the end of 2011 to over \$1,000,000 for the 2022 season. That's an average increase of over \$50,000 each year. BIBS has absolutely no debt and has never carried a debt in its 35 years of operation. Major expenditures have always been paid by check as new equipment and vehicles have been added each year. The Town of Kiawah has always received the Franchise check many months before it is due each year. The corporation is small by industry standards, but this may be a reason as to how we can set the bar as high as we do. With equipment, vehicles, property, and a building, BIBS has total assets of over one million five hundred thousand dollars \$1,500,000. BIBS has grown over the years and continues to use Wells Fargo as its banking partner for its business account.

Pam Harrington Exclusives Incorporated

4343 Betsy Kerrison Parkway Johns Island, SC 29455

Rentals - (843) 768-0273 (800) 845-6966 Sales - (843) 768-3635 Fax (843) 768-7311

December 5, 2017

Butch Neal Island Beach Services PO Box 771 Johns Island, SC

Dear Butch,

From time to time it's nice to receive unsolicited "kudos" from those we work for and with. I can't tell you how many of our guests sing your praises- it's such a great reflection on you- and us! As we try to provide very personalized and special services to our visitors, there is <u>never</u> a hesitation to refer our guests to your fine and <u>so</u> reliable "beach" services.

Your consistency and reliability are impeccable!

As we approach 2018 and a new season, we will once again rely on you for <u>all</u> our beach chairs, umbrellas, and beach gear!!!

Thanks again for all you do,

Pam



December 5, 2017

Mayor Lipuma & Town Council Members Town of Kiawah Island 2 Beachwalker Dr. Kiawah Island, SC 29455

RE: Island Beach Services

Dear Mayor Lipuma & Members of the Council:

Wyndham Vacation Rentals understands the Beach Services' contract is coming up for bid and vote by the Kiawah Island Town Council. It is Wyndham Vacation Rentals' understanding that multiple bids will be received including a bid for the entire beach from the Kiawah Island Golf Resort. Wyndham Vacation Rentals requests the Town Council strongly consider renewing IBS (Island Beach Services) contract for at least the same portion of beach if not expanding their services. Wyndham Vacation Rentals believes competition for business is good for Kiawah Island and its Guests. IBS has been providing great rate integrity and customer service for many years now with reputable business practices.

Wyndham Vacation Rentals has worked with Butch Neal, owner of IBS (Island Beach Services) for over 25 years. The Service to Wyndham Vacation Rentals' Guests and visiting Property Owners....from delivery, setup, coordination and teardown of Beach Chair & Umbrella orders, through to accounting functions, has been reputable and consistent year over year. We believe that the best way to ensure consistent, quality service for all guests and owners regardless of affiliation, is to continue to employ a third party vendor to perform this service.

IBS (Island Beach Services) is the only fully-staffed Beach Equipment Rental Service operating on Kiawah Island's Beach. IBS always has an employee on the Beach during hours the Beach Chairs and Umbrellas are offered for rent. Wyndham Vacation Rentals Guests have commented on their appreciation of this great customer service and this type of above & beyond service is what helps bring back Guests and Owners to the Island.

Wyndham Vacation Rentals Kiawah Island requests that the Kiawah Island Town Council vote to renew Island Beach Services (Owned by Butch Neal), contract to provide Beach Chairs and Umbrella Equipment Rentals continually.

Thank you for your consideration.

Sincerely.

Stacy Charlton, General Manager



December 5, 2017

Butch Neal Island Beach Service, Inc. 4011 Betsy Kerrison Parkway Johns Island, SC 29455

Dear Butch:

Beachwalker Rentals has had the pleasure of doing business with Island Beach Service for over a decade. Our guests appreciate the value and service you offer during their Kiawah Island vacation.

As a fellow small business, Beachwalker is proud to recommend your company to our guests, knowing they will be given quality service from a member of our community. Beachwalker also appreciates offering an alternative to the Kiawah Island Resort to our guests, as services offered may also shift their focus for vacation rentals away from independent companies such as ours.

We appreciate the service you offer to guests and to Kiawah Island, and we look forward to continuing our working relationship together for years to come.

Sincerely,

Emily Vandall

Director of Operations

To: Shawn Lawson Island Beach Service



Dear Mayor Lipuma and Town Council Members,

We are writing in support of *Island Beach Service* for the superb job they have been doing with the beach chairs and umbrella rentals for so many years now. Many of our guests rent their equipment and we have heard only good comments from them about the prompt, attentive, and polite service they receive from Butch Neal's crew. We can't imagine any other company could do a better job especially considering the many years of experience *Island Beach Service* has on Kiawah.

It has come to our attention that the *Kiawah Island Golf Resort* is vying for the beach chair and umbrella rental service. We have deep concerns about a conflict of interest should the contract be awarded to the *Golf Resort*. We compete with the *Golf Resort* for villa, cottage and home rentals as do all the other rental companies operating on Kiawah. We feel the *Golf Resort* personnel working on the beach would be in a position to sway our guests to stay with the *Golf Resort* in the future. Furthermore they may even treat the *Golf Resort* guests with priority or offer discounts on equipment to further entice guests of ours and other rental companies to stay in their accommodations. Butch Neal and his *Island Beach Service* crew have no such conflict of interest.

For these two very important reasons, we recommend the Town, once again, award the beach equipment rental contract to *Island Beach Service*.

Thank you.

Sincerely,

Shawn & Jeanette Lawson Owners, Kiawah Island Getaways To Whom It May Concern,

We, Sweetgrass Properties, have been using Island Beach Services for our rental guests to be able to rent umbrellas and beach chairs for their stay. We have never had a complaint from a guest about this company, and we would like to continue to use their services for our guests.

If it is possible that a company is bidding against Island Beach Services, we would like to continue to use this company rather than have our guests work with another rental agency for their services.

If you have any questions or concerns, feel free to call us at 843-768-0055 and we would be happy to discuss.

Whitney Mustoe

Office Manager

Sweetgrass Properties



October 31, 2011

Mayor Steven Orban Town of Kiawah Island 21 Beachwalker Drive Kiawah Island, SC 29455

Dear Mayor Orban,

The beach is one of Kiawah Island's most valuable assets. I think as a Rental and Management company, that guidelines should be established. Whereas, working together to keep Kiawah special is our main goal and your top concern as well. One company that we have had the privilege and honor to work with is Island Beach Service.

Island Beach Service is an independent equipment rental company with economic motivation to give fair and non- preferential treatment to all rental management companies. They have a long history of providing professional service, good equipment, and fair pricing to everyone. Safeguarding the quality of recreational opportunities to all rental companies, owners, and guests. The general Welfare Island Beach Service has provided to all people using the Towns Beaches is superior to all others. With orders already set up for the next season and Island Beach Service safeguarding with professionalism and coordination ensures our company peace and harmony.

With that being said. I will ask you to please consider Island Beach Service to continue to provide great service to our beach and for the Town of Kiawah. I will also ask you to consider the impact, analyzing each point of view thoroughly and openly to establish the best solution for Kiawah's owners, guests, and rental companies.

Let's keep Kiawah Island as the Premier resort and retirement community on the East Coast.

Kenneth Tyler



Carolina Waste Services, LLC Commercial, Industrial, Residential,

Commercial, Industrial, Residential, C&D Waste Collection Services 5264 B International Blvd., Suite 200 North Charleston, SC 29418 (843) 576-1100 office (843) 576-0684 fax

November 28, 2017

To whom it may concern:

It is with great pleasure that I write this recommendation letter for Island Beach Services. Island Beach Services cares about Kiawah Island and the people they service. They have been our first call on the beach should a problem arise. Trevor and his team have interacted with us at Carolina Waste & Recycling on numerous occasions and have always provided extraordinary assistance. Their customer service is a great example why they have kept so many satisfied customers over the years.

I would recommend Island Beach Services for Kiawah Island beach services. If you need any further information, please feel free to contact me at (843) 576-1100 ext 510.

Sincerely,

Logan Bland Operations Manager



U.S. Department of Homeland Security UNITED STATES SECRET SERVICE

Trevor Cyrulik Island Beach Service 4100 Betsy Kerrison Pkwy Johns island, SC 29455

December 2, 2017

Dear Trevor,

I would like to take this opportunity to thank you and your team at Island Beach Service for the assistance that you have offered the US Secret Service over the years.

As you know we have had numerous protective visits to Kiawah Island, and your company has always stood ready to assist us with logistical support.

We here in the Charleston Resident office have come to rely upon your excellent service and attention to detail.

Please extend my thanks and appreciation to your team for a job well done.

Sincerely,

John C. Kenney

Resident Agent in Charge

US Secret Service

Charleston, SC Resident Office

C. Ke





Agenda Item



Request for Town Council Action

TO: Mayor and Town Council Members

FROM: Brian Gottshalk, Public Works Manager

SUBJECT: Outdoor Spatial Design Landscape Improvements

DATE: 4 April, 2023

BACKGROUND:

The Town originally entered into a contract with Outdoor Spatial Design (OSD) for landscape architect services along the Kiawah Island Parkway following the road resurfacing project. Since then, OSD has helped the Town on various projects to increase safety and help the town showcase native plant landscapes. The Town has asked OSD to provide a proposal for design services for the Municipal Center, the Kiawah Island Parkway, and Beachwalker Drive.

ANALYSIS:

OSD originally submitted a proposal that was presented to the Council at the Council Retreat in February. It was determined by the Council that some adjustments needed to be made, particularly to Beachwalker Drive, as there is potential development to portions of this road that could damage or change the landscape. OSD has submitted a new proposal with the comments from the Council Retreat included. The new cost in the proposal is \$29,500.

ACTION REQUESTED:

Town staff requests that Town Council to approve the proposal form OSD for landscape architect services as described in the proposal.

BUDGET & FINANCIAL DATA:

If awarded, the Town would enter into a contract with OSD for \$29,500. 70% of the Kiawah Island Parkway and Beachwalker Drive will be funded from local accommodations tax. The rest will be funded from the General Fund.



1060 E. Montague Ave. Ste. 315 N. Charleston, SC 29405 843.718.5554 osdla.com Email: evan@osdla.com

Email: ovan e oodia.com

February 13, 2023

Stephanie Monroe Tillerson Town Administrator 4475 Betsy Kerrison Parkway Kiawah Island, SC

RE: Landscape Design Proposal - Landscape Enhancements for KIP, BWD and Town Hall

Outdoor Spatial Design, LLC (OSD) is pleased to submit this proposal to you, the Town of Kiawah Island (Client), for landscape architectural services for an overall Landscape Enhancement Plan for Kiawah Island Parkway and Beachwalker Drive. Below you will find our understanding of the project as well as a detailed list of our proposed scope and fee.

TASK 1: KIAWAH ISLAND PARKWAY COMPREHENSIVE LANDSCAPE ENHANCEMENT PLAN

As a follow up review of the previously installed landscape at Kiawah Island Parkway, OSD shall provide a plan view drawing highlighting possible improvements that were not incorporated in the the first landscape design of the parkway. Drawings may include additional landscape elements such as planting enhancements, furniture and signage.

OSD will work with a local landscape contractor to provide budget pricing for the potential landscape areas of improvement.

OSD will present these recommendations to the Town and revise the comprehensive plan to incorporate feedback. One revision is included in this scope of work. Other revisions shall be billed hourly as requested.

**Detailed construction drawings are not included in this task.

TASK 2: KIAWAH ISLAND TOWN HALL RAIN GARDEN AND THE KIAWAH ISLAND GROW NATIVE TRAIL (KIGNT)

Based on previous meetings with the Town of Kiawah, OSD shall provide one (1) plan view drawing and two (2) digitally enhanced images showing a complete restoration of the

KIGNT. In addition, we will look at possible ways to enhance the existing amphitheater and surrounding landscape behind the building. Improvements may include additional landscape elements such as planting, furniture and signage. Upon request, OSD will coordinate with the Nature Conservancy to provide input and support in the develop of the rain garden and how it connects to the overall landscape around Town Hall.

OSD will work with a local landscape contractor to provide budget pricing for the potential landscape areas of improvement.

OSD will present these recommendations to the Town and revise the conceptual design as needed. One revision is included in this scope of work. Other revisions shall be billed hourly as requested.

**Detailed construction drawings are not included in this task.

TASK 3: BEACHWALKER DRIVE LANDSCAPE ENHANCEMENTS

A: CONSULTATION FOR LANDSCAPE IMPROVEMENTS

<u>Kickoff Meeting with the Client (1 meeting):</u> OSD will meet with the Client and all appropriate staff to discuss the areas along Beachwalker that are in need of improvement.

<u>Field Visit:</u> OSD will visit the site with the landscape maintenance company to collect field information and photograph the existing conditions to help aid in the design process. OSD will discuss with the contractor the areas that need to be improved and determine the most efficient ways to enhance the landscape with minimum financial investment from the town.

<u>Diagrammatic and Written Report:</u> OSD will prepare a diagrammatic landscape improvement strategy and written report describing what can be done to improve the landscape along one side of Beachwalker.

The landscape contractor will develop a cost estimate to discuss budget requirements of the suggested report.

**Detailed construction drawings are not included in this task.

TASK 4: CONSTRUCTION OBSERVATION (FOR TASK 3 ONLY)

OSD will assist the Client in Construction Observation. We will be available to both the Client and contractor for questions and review shop drawings throughout construction. For the purposes of this proposal, OSD has assumed three (3) meetings throughout construction as follows:

- 1. One (1) Pre-Construction Meeting: We will facilitate this meeting including the contractor(s), sub-contractor(s) and the Client prior to construction. OSD will produce meeting notes and distribute accordingly
- One (1) on-site construction coordination meeting to review and approve plant layout, quality, location, stake bed lines and tree locations. OSD will produce meeting notes and distribute accordingly.

3. One (1) on-site "punch list" inspection at substantial completion of all landscape and site construction. OSD will produce meeting notes and distribute accordingly.

DESIGN FEES:

Task	Task Name	Fee
1	KIAWAH ISLAND PARKWAY COMPREHENSIVE LANDSCAPE ENHANCEMENT PLAN	\$7,500.00
2	KIAWAH ISLAND TOWN HALL RAIN GARDEN AND THE KIAWAH ISLAND GROW NATIVE TRAIL	\$7,500.00
3	BEACHWALKER DR. LANDSCAPE ENHANCEMENTS	\$9,500.00
4	CONSTRUCTION OBSERVATION (TASK 3 ONLY)	\$5,000.00
	TOTAL FEE PROPOSAL	\$29,500.00

SCHEDULE OF RATES:

Personnel	Hourly Rate
Principal	\$175.00
Landscape Architect	\$150.00
Project Manager	\$135.00
Landscape Designer	\$100.00

REIMBURSABLE EXPENSES

OSD will consult with and gain approval by Client before proceeding with any reimbursable expenses not listed in the scope above.

Large Format Color Prints	\$8/sq ft
Large Format Black and White Prints	\$2/sq ft
11x17 Color Prints	\$3.50 ea
11x17 Black Prints	\$0.50 ea
Subcontract Services	Cost + 10%
Mileage	Subject to Federal Guidelines

ADDITIONAL SERVICES / OUT OF SCOPE

- 1. Detailed irrigation design. OSD will include design files provided by Simmon's Irrigation in the construction documents.
- 2. Plan preparation for and construction observation of portions of the project let on a segregated bid basis or to be phased during construction.
- 3. Site visits and meetings over and above the number stated in this contract.
- 4. Revisions to the drawings over and above the number stated in this contract.
- 5. Detailed grading and drainage plans.

- 6. The preparation of public agency documents other than those specified in this proposal, or meetings/ negotiations with regulatory agencies.
- 7. Revisions to approved drawings and the preparation of alternates or deductive change orders requested by the Client.
- 8. Visits to plant nurseries to select plant material.
- 9. Detailed signage design.
- 10. Services required as a result of the default or insolvency of contractor.
- 11. Preparation of as-built, record drawings or of measured drawings of existing conditions.
- 12. Providing prolonged construction observation should the construction time be substantially extended through no fault of OSD.
- 13. Design changes if budget is adjusted by +/- 10%

Again, thank you for the opportunity to submit or proposal to you for this project. If you accept the terms of this proposal, please sign at the bottom and return (1) copy as acceptance of conditions stated herein. If you have any questions regarding the terms of this agreement, please do not hesitate to call.

Thank you,

Evan Brandon, PLA, ASLA Principal

Evon Bronden

1060 E. Montague Ave. Ste. 315 N. Charleston, SC 29405 843.718.5554 osdla.com

STANDARD TERMS & CONDITIONS

Landscape Architectural Services will be subject to the following Standard Conditions:

- A. This Agreement is to be signed and returned to Outdoor Spatial Design,
 LLC within 30 days in order to proceed with the described services.
 Otherwise, the offer to perform the described services may, in Outdoor Spatial Design, LLC's sole discretion, be withdrawn and be null and void.
- B. Upon not less than seven days written notice, Outdoor Spatial Design, LLC shall suspend all services including access to drawing files if the client fails to pay in full within 60 days for services rendered or expenses incurred and for nonpayment of outstanding invoices. Outdoor Spatial Design, LLC shall have no liability because of such suspension of services or termination due to Client's nonpayment.
- C. Invoices will be submitted monthly or after services are rendered and are payable within seven (7) days of receipt. Accounts with balances extending over 30 days will be assessed a finance charge that will be calculated at the rate of 1.50% per month for an annual rate of 18.0%.
- D. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated by Client, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred in accordance and conditions of this agreement, up to the date of termination.
- E. Outdoor Spatial Design, LLC shall not be responsible for delay caused by circumstances beyond its reasonable control.
- F. Outdoor Spatial Design, LLC assumes no liability for the accuracy of surveys and survey information and may rely on the accuracy of survey information provided.
- G. Client acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.



TAB 10

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Chairman and Committee Members

FROM: Craig A. Harris Sr., Director of Public Safety

SUBJECT: Meducare (AirMedCare Network) Municipal Site Membership

DATE: 4 April, 2023

BACKGROUND:

On April 20, 2016, the Town entered a one-year contract with AirMedCare Network (Meducare) to provide air medical transport services for Kiawah Island residents. Each additional year thereafter was renewed for one year. The current contract expires at the end of April 2023. While the Town had a few air medical transport services during our five-year contract period, to our knowledge those individuals airlifted to the hospital were not Town residents. Therefore, the Municipal Site Membership plan was not activated.

In 2018, Mr. McAden notified us that AirMedCare Network stopped offering the Business Plan to new subscribers effective January 1, 2018, due to the continued decline in insurance rate reimbursement and the reduction of larger employers in the AirMedCare Network. The Municipal Site membership falls under the Business Plan, and therefore it was eliminated as well. However, those with an active Business/Municipal Site membership plan are grandfathered in with the option of renewing. If the contract lapse, the membership plan option we now participate in will no longer be available.

The Public Safety Committee considered the renewal at its March 15, 2023, regularly scheduled meeting. After discussion, the Committee made a motion to recommend to the Ways and Means Committee that the AirMedCare Municipal Site Plan Membership be renewed for another year at the same cost of \$8,163.00 (annual).

ANALYSIS:

The Municipal Site Membership will cover transport that originates out of Charleston County. There is no cost to residents with medical insurance. A resident can upgrade to a full coverage membership for \$35.00 (annual) that will give them coverage in over 220 locations across 32 states. Coverage also applies to renters, provided that it is their primary residence.

Resident Defined:

Any individual who owns a home on the island, regardless of whether it is their primary residence, would be considered a "resident" and eligible for coverage under the Municipal Site Plan (MSP). For example, John Q Taxpayer's primary residence is in Columbia, SC, and as such, he is considered part of that tax base. He owns a second home on Kiawah that he lives in for just three months out of the year. For purposes of the Municipal Site Plan, he would be considered a "resident" of Kiawah, covered by the plan and eligible to upgrade to a full membership for just \$45.00. That being said, if John lets Nephew Tim and his family use his beach house for a week during the summer, they would not be covered by the Municipal Site Plans.

Coverage:

The MSP will provide coverage for all **insured** household residents from a pickup location originating anywhere in Charleston County (this allows for coverage both on and off the island) and all subsequent flights. (For example, the



Plan Code: <u>10228</u>

AirMedCare Network Municipal Site Membership For Town of Kiawah Island, SC

Organization: Town of Kiawah Island, SC Physical Address: 4475 Betsy Kerrison Parkway

Kiawah Island, SC 29456

Mailing Address:

Contact: Petra Reynolds **Phone:** 843-768-5101

Email: Preynolds@kiawahisland.org

County: Charleston

Membership Sales Manager/Base: Wes McAden/Strategic Partnerships

Covered Individuals and Transports:

Any individual who resides within the boundaries of Kiawah Island, SC when transported for medical necessity by Med-Trans Co (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Charleston County, SC; and
- If the covered individual transported is uninsured at the time of transport, Med-Trans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Kiawah Island, SC will pay to AirMedCare Network a total of \$8,163.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Kiawah Island, SC may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$55	\$45

*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.













Terms and Conditions

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

- 1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.
- 2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
- 3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.
- 4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.









Initial



- 5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.
- 6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
- 7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.
- 8. <u>LIMITATION OF LIABILITY.</u> THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.
- 9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.
- 10. ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION. JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.









Initial



11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:	
Signature	Signature
	Matt Muse
Printed Name	Printed Name
	Executive Director of Membership
Title	Title
	<u>Membership</u>
Organization Name	Division
Date	Date









patient is airlifted to MUSC and then transported to the burn unit in Augusta, GA. In this situation, the membership would cover both flights.)

If a member resident is **uninsured** at the time of transport, Med-Trans Medical transport will bill the member the "Medicare Allowable Rate." The uninsured member resident may elect to pay \$35.00 to upgrade to a "Full Membership" and receive no bill along with gaining coverage across a 32-state service area

***Any member resident may elect to obtain a "Full Membership" for \$35.00 per year. Again, this will provide full coverage across a 32-state service area and for the uninsured.

ACTION REQUESTED:

Town Council approve the request to renew the annual agreement with AirMedCare for Municipal Site Plan Membership services at an annual rate of \$8,163.00. It comes as a recommendation from the Public Safety Committee and the Ways and Means Committee.

BUDGET & FINANCIAL DATA:

If approved, the cost will be included in the FY 2023-2024 Budget.