

MAYOR:  
John Labriola

TOWN ADMINISTRATOR:  
Stephanie Monroe Tillerson

TOWN ATTORNEY:  
Joseph Wilson



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

**TOWN COUNCIL**  
**Municipal Center Council Chambers**  
**September 5, 2023; 1:00 pm**

**AGENDA**

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
  - A. Minutes of the Town Council Meeting of August 9, 2023 [Tab 1]
- V. **Updates:**
  - A. Mayor
  - B. Council Members
  - C. Administrator
- VI. **Citizens' Comments (Agenda Items Only):**
- VII. **Old Business:**
  - A. To Consider Approval of **Ordinance 2023-12** - An Ordinance to Amend The Town of Kiawah Island Municipal Code Article 2. - General Government and Administration, Chapter 3. – Meetings of Council and Rules of Procedure; Ordinances and Resolutions, Section 2-308. – Appearance of Citizens – **Second and Final Reading** [Tab 2]
  - B. To Consider Approval of **Ordinance 2023-13** - An Ordinance to Amend The Town of Kiawah Island Municipal Code Article 4 – Finance and Taxation, Chapter 4. – Purchasing, Sections 4-412. – Sole source Procurement and 4-415. – Professional Services - **Second and Final Reading** [Tab 3]
- VIII. **New Business:**
  - A. Webb Management Performing Arts Feasibility Study Presentation and Discussion [Tab 4]
  - B. Sea Turtle Research Donation Letter Discussion [Tab 5]
  - C. To Consider Approval of the Proposal for Municipal Banking Services [Tab 6]
  - D. To Consider Approval of the Amendment to the Town Attorney Contract Services Agreement with Joseph Wilson [Tab 7]
  - E. To Consider Approval of **Resolution 2023-01** - A Resolution To Amend The Town Of Kiawah Island Planning Department Fee Schedule. [Tab 8]
  - F. To Consider Approval of **Resolution 2023-03** - A Resolution To Adopt the Conflict-Of-Interest Policy [Tab 9]
  - G. To Consider Approval of **Ordinance 2023-15** - An Ordinance to Amend The Town of Kiawah Island Municipal Code Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Chapter 5 - Rental Applications And Regulations, Section 14-503 – Permit And Operating Requirements - **First Reading** [Tab 10]

- H. To Consider Approval of **Ordinance 2023-16** - An Ordinance to Amend The Town of Kiawah Island Article 2 – General Government and Administration, Chapter 5 – Offices and Departments, Section 2-505, - Town Treasurer – **First Reading** [Tab 11]
- I. To Consider Approval to Complete the Marsh Restoration and Public Access Feasibility Proposal [Tab 12]

IX. **Executive Session:**

- 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

X. **Council Member Comments:**

XI. **Citizens' Comments:**

XII. **Adjournment:**



**TAB 1**

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# **TOWN COUNCIL**

## **Agenda Item**

# WORK IN PROGRESS

Materials for Tab 1 are being completed and edited.

They will sent to Council Members electronically and added to the September Town Council Agenda and Materials





**TAB 2**

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# **TOWN COUNCIL**

## **Agenda Item**

## ORDINANCE 2023-12

### AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND MUNICIPAL CODE

#### ARTICLE 2. - GENERAL GOVERNMENT AND ADMINISTRATION, CHAPTER 3. – MEETING OF COUNCIL AND RULES OF PROCEDURE; ORDINANCES AND RESOLUTIONS, SECTION 2-308. – APPEARANCE OF CITIZENS.

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 2. - General Government and Administration, Chapter 3. – Meeting of Council and Rules of Procedure; Ordinances and Resolutions, Section 2-308. – Appearance of Citizens; and

**WHEREAS**, it is a commonly accepted practice within the Town of Kiawah Island to provide an opportunity for citizens to give comments as part of regular and special call meetings so that citizens are informed and engaged in its local government; and

**WHEREAS**, the Town Council of the Town of Kiawah Island now finds that, upon further review, certain adjustments and amendments are needed within the established rules of procedure; and

**WHEREAS**, the Town Council wishes to amend Section. 2-308 – Appearance of Citizens.

**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, Section 2-308. – Appearance of Citizens to provide additional clarity and amend the established rules of procedure.

#### **Section 2**                      **Ordinance Amendment**

**Section 2-308. Appearance of Citizens shall be amended as follows:**

- (a) Any citizen of the Town may speak at a regular or special call meeting on a matter pertaining to municipal services and operation, except personnel matters.
- (1) Two (2), no time limit, Citizens' Comment periods will be provided during a regular or special call meeting:
  - a. The first opportunity, at the beginning of the meeting, citizens may comment on matters which are scheduled on the agenda for consideration by the Council.
  - b. The second opportunity, towards the end of the meeting, after all official business has been completed but prior to adjournment, citizens may comment on any topic.

- (b) Responses to public presentations, *comments*, and/or questions shall be made at the Council's discretion and in the manner described below.
  - (1) Persons wishing to make formal reports or presentations to Council shall so notify the Town Clerk no later than three (3) full working days prior to the Council meeting for the mayor's approval to add to the Town Council agenda. If approved, the person shall provide the Town Clerk with a written copy of such report or request to be made to Council. The Town Clerk shall add all such citizen presentations to the formal agenda of the Council meeting.
  - (2) All citizens wishing to make informal reports, comments, and/or questions shall:
    - a. Notify the Town Clerk in advance of the meeting or sign up before the meeting begins on the sheet located outside of the Council Chambers.
    - b. State their name and address at the start of their comment and address the whole Council rather than a specific member.
  - (3) All citizens shall be recognized in accordance with the following priority of order:
    - a. Persons who have notified the Town Clerk prior to the meeting their desire to speak;
    - b. All other persons indicating a desire to speak;
    - c. All other persons indicating a desire to ask a question shall be recognized during the second *citizens' comments* and questions period.
- (c) All citizens wishing to have a question(s) answered may pose the question(s) orally at the council meeting, may submit such question(s) to the clerk in writing at the time such question(s) is presented at the meeting, or may do so prior to the meeting and then also pose the question(s) orally again at the meeting. The Town will make a good faith effort to respond to such question(s) at the meeting when the question(s) is presented if the question(s) can be accurately and readily answered. If not, the Town will make a good-faith effort to respond to such question(s) in writing within two weeks of the public presentation of the question(s).

### **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.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**John D. Labriola, Mayor**

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**Petra S. Reynolds, Town Clerk**

First Reading: August 1, 2023

Second Reading: September 5, 2023

**Sec. 2-308. Appearance of citizens.**

- (a) Any citizen of the town may speak at a regular meeting on a matter pertaining to municipal services and operation, except personnel matters. ~~No more than 30 minutes shall be allowed for citizen presentations, comments and/or questions and the time shall be divided equally among those requesting to speak. Responses to public presentations, comments, and/or questions shall be made at the council's discretion and in the manner described below.~~
- (1) Two (2), no time limit, Citizens' Comment periods will be provided during a regular meeting or special call meeting:
- The first opportunity, at the beginning of the meeting, citizens may comment on matters which are scheduled on the agenda for consideration by the Council.
  - The second opportunity, towards the end of the meeting after all official business has been completed but prior to adjournment, citizens may comment on any topic.
- (b) Responses to public presentations, comments, and/or questions shall be made at the council's discretion and in the manner described below.
- (1) Persons wishing to make formal reports or requests to Council shall so notify the Town Clerk no later than three (3) full working days prior to the Council meeting and shall provide the Town Clerk with a written copy of such report or request to be made to Council. The Town Clerk shall add all such citizen presentations to the formal agenda of the Council meeting.
- (2) All persons wishing to make informal reports and comments or ask questions shall:
- Notify the Town Clerk in advance of the meeting or sign up before the meeting begins on the sheet located outside of the Council Chambers.
  - State their name and address at the start of their comment and address the whole Council rather than a specific member.
- (3) All citizens shall be recognized in accordance with the following priority of order:
- Persons who have notified the Town Clerk prior to the meeting of their desire to speak;
  - All other persons indicating a desire to speak;
  - All other persons indicating a desire to ask a question shall be recognized during ~~a the second~~ citizen's comments and questions period. ~~after all official business has been completed but prior to adjournment.~~
- (c) All citizens wishing to have a question(s) answered may pose the question(s) orally at the council meeting, may submit such question(s) to the clerk in writing at the time such question(s) is presented at the meeting, or may do so prior to the meeting and then also pose the question(s) orally again at the meeting. The town will make a good faith effort to respond to such question(s) at the meeting when the question(s) is presented if the question(s) can be accurately and readily answered. If not, the town will make a good faith effort to respond to such question(s) in writing within two weeks of the public presentation of the question(s).

~~(b) Each speaker shall be limited to five minutes.~~

(Code 1993, § 2-308; Ord. No. 99-7, 6-8-1999; Ord. No. 2015-02 , §§ 2.F., G., 3-10-2015)



**TAB 3**

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# **TOWN COUNCIL**

## **Agenda Item**

TOWN OF KIAWAH ISLAND

## ORDINANCE 2023-13

### AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF KIAWAH ISLAND AMENDING ARTICLE 4 – FINANCE AND TAXATION, CHAPTER 4. – PURCHASING, SECTIONS 4-412. – SOLE SOURCE PROCUREMENT AND 4-415. – PROFESSIONAL SERVICES

**WHEREAS**, the Town of Kiawah Island Code of Ordinances currently contains Article 4 - Finance and Taxation, Chapter 4. – Purchasing, Sections 4-412. – Sole source Procurement and 4-415. – Professional Services; and

**WHEREAS**, the Town Council of the Town of Kiawah Island, upon further review, finds that certain adjustments and additional language are needed within Sections 4-412 and 4-415; and

**WHEREAS**, the Town Council wishes to amend Sections 4-412. – Sole source Procurement and 4-415. – Professional Services.

**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 add the language “or designee” in Sections 4-412. – Sole source Procurement and 4-415. – Professional Services

#### **Section 2**                      **Ordinance**

The Town hereby amends Section 4-412. – Sole Source Procurement as follows:

- (a) A contract may be awarded for supply, service or construction item without competition if the Mayor and the Town's purchasing officer determine in writing that there is only one source for the required supply, service or construction item. Except for contracts with a total potential value of [\$20,000] or less, public notice of the intent to award without competition shall be posted on the Town's website at least five business days prior to awarding a contract.
- (b) Written documentation must include the determination and reasonably detailed basis for the proposed sole source procurement.

The Town hereby amends Section 4-415. – Professional Services as follows:

- (a) *Public announcement.* It is the policy of the town to publicly announce all requirements for architectural, engineering, land surveying and other professional services and to negotiate such contracts on the basis of demonstrated competence and qualification at fair and reasonable prices. In the procurement of architectural, engineering, land surveying and other professional services, the Mayor or his designee shall request firms to submit a statement of qualifications and performance data.
- (b) *Selection process.* The Mayor or his designee shall conduct discussions with no less than three firms regarding the contract and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the town.



- (c) *Negotiation.* The Mayor or his designee shall negotiate a contract with the highest qualified firm for architectural, engineering, land surveying or other professional services at a compensation which is considered to be fair and reasonable to the town. In making this decision, the Mayor or his designee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Mayor or designee be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The Mayor or his designee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Mayor or his designee shall then undertake negotiations with the third most qualified firm. Should the Mayor or his designee be unable to negotiate a contract with any of the selected firms, the Mayor or his designee shall select additional firms in order of their competence and qualifications, and the Mayor or his designee shall continue negotiations in accordance with this section until an agreement is reached.

### **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 Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

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**John Labriola, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

**Sec. 4-412. Sole source procurement.**

~~A contract may be awarded for a supply, service or construction item without competition when the Mayor determines in writing that there is only one source for the required supply, service, or construction item.~~

- (A) A contract may be awarded for supply, service or construction item without competition if the Mayor and the Town's purchasing officer determine in writing that there is only one source for the required supply, service or construction item. Except for contracts with a total potential value of [\$20,000] or less, public notice of the intent to award without competition shall be posted on the Town's website at least five business days prior to awarding a contract.
- (B) Written documentation must include the determination and reasonably detailed basis for the proposed sole source procurement.

(Code 1993, § 4-412)

**Sec. 4-415. Professional services.**

- (a) *Public announcement.* It is the policy of the town to publicly announce all requirements for architectural, engineering, land surveying and other professional services and to negotiate such contracts on the basis of demonstrated competence and qualification at fair and reasonable prices. In the procurement of architectural, engineering, land surveying and other professional services, the ~~mayor~~Mayor or his designee shall request firms to submit a statement of qualifications and performance data.
- (b) *Selection process.* The Mayor or his designee shall conduct discussions with no less than three firms regarding the contract and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the town.
- (c) *Negotiation.* The ~~Mayor~~Mayor or his designee shall negotiate a contract with the highest qualified firm for architectural, engineering, land surveying or other professional services at a compensation which is considered to be fair and reasonable to the town. In making this decision, the ~~mayor~~Mayor or his designee shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the ~~mayor~~Mayor or his designee be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The ~~mayor~~Mayor or his designee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the ~~mayor~~Mayor or his designee shall then undertake negotiations with the third most qualified firm. Should the ~~mayor~~Mayor or his designee be unable to negotiate a contract with any of the selected firms, the ~~mayor~~Mayor or his designee shall select additional firms in order of their competence and qualifications, and the ~~mayor~~Mayor or his designee shall continue negotiations in accordance with this section until an agreement is reached. ~~The duties of the mayor in regards to this section shall not be delegated.~~

(Code 1993, § 4-415)



**TAB 4**

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The Webb Management Presentation  
will be available at the  
Town Council meeting



**TAB 5**

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# **TOWN COUNCIL**

## **Agenda Item**



# Memorandum

**TO:** Mayor and Council Members

**FROM:** Erin Pomrenke, Communications Manager

**SUBJECT:** Turtle Research Fundraising Letter

**DATE:** September 5, 2023

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## OVERVIEW:

The University of Georgia's Northern Recovery Unit Loggerhead DNA Project collects data on maternal DNA from loggerhead turtle eggs to identify the individual females associated with each nest and develop a census of the nesting population. This research has provided invaluable information about loggerhead nesting patterns along 1,000 miles of the southeast coastline.

Typically, this project is funded through federal grants; however, it is now dependent on state grants and individual contributions.

The Kiawah Island Turtle Patrol is in support of this effort, as it works to provide research on loggerhead turtles along the southeast coast.

As a registered 501(c)(3), the Kiawah Conservancy is collecting the funds on behalf of the project. The request is for the Town of Kiawah Island to support the attached letter and assist in sending out this information through its e-newsletter distribution. As background, the Kiawah Island Community Association has approved this letter and plans to send to its e-newsletter distribution as well.

*Letter Masthead -      Town of Kiawah Island Turtle Patrol  
Town of Kiawah Island  
Kiawah Island Community Association*

Dear Sea Turtle Friends,

First, thank you for your support for and encouragement of the Kiawah Island Turtle Patrol (KITP) over the years! Since 1973, KITP has been blessed with many diligent volunteers, incredible support from residents and visitors alike, and the full financial backing from the Town of Kiawah Island. We are extremely grateful and fortunate for the Town's support!

In partnership with the Town of Kiawah Island and the Kiawah Island Community Association, and with the assistance of the Kiawah Conservancy, we are asking for your help to support a project vitally important to our efforts to protect our much-loved sea turtles. The Northern Recovery Unit Loggerhead DNA Project, headed by Dr. Brian Shamblin from the University of Georgia, is an exciting research effort that has been underway for more than a decade and covers all the turtle nests in North Carolina, South Carolina, Georgia, and several beaches in northern Florida.

Researchers at the Northern Recovery Unit extract maternal DNA from loggerhead eggs to identify the individual female associated with each nest and develop a census of the nesting population. This research has identified over 10,000 "unique" (individual) females by egg samples taken from every single nest laid during a nesting season. Since this is a multi-state approach, we are learning invaluable information about loggerhead nesting patterns along 1,000 miles of the southeast coastline. You will be interested to know that since 2017, Kiawah Island has the densest nesting beach of all the developed islands in South Carolina!

In the past, this project has been fully funded by a federal grant; however, this is no longer the case. The project is now dependent on state grants and individual donations to remain in operation. We need your help by October 1, to raise \$40,000 to help ensure the continuation of this important project.

Please consider donating today. As a registered 501(c)(3), the Kiawah Conservancy is collecting funds on our behalf – 100% will be transferred to the Northern Recovery Unit Loggerhead DNA Project. Please make your tax-deductible donation today either online at [www.kiawahconservancy.org/donate](http://www.kiawahconservancy.org/donate) (please note "Sea Turtle Research") or via mail to

Kiawah Conservancy  
80 Kestrel Court  
Kiawah Island, SC 29455

Please make checks payable to the Kiawah Conservancy and note "Sea Turtle Research" in the memo line. Thank you so much for your support!

Sincerely,

Lynne Sager, Coordinator and Permit Holder, Kiawah Island Turtle Patrol



**TAB 6**

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# **TOWN COUNCIL**

**Agenda Item**





# Request for Town Council Action

**TO:** Mayor and Council Members  
**FROM:** Dorota Szubert, Finance Director  
**SUBJECT:** Request for Banking and Treasury Services Approval  
**DATE:** September 5, 2023

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## **BACKGROUND:**

The Government Finance Officers Association recommends that governments review their financial services agreements every five years and use a competitive process for the procurement of financial services. Competitive procurement provides an opportunity for the government to obtain market-competitive rates and negotiate preferable terms and conditions and service enhancements in financial services agreements. It also allows the government to take advantage of technological enhancements, service changes, or evolution in the market.

## **ANALYSIS:**



The Town engaged the services of Three+One Company to issue a Banking and Treasury Services RFP (Request for Proposals) utilizing its online portal platform in April 2023. The proposals received from First Citizens, First National Bank, JP Morgan, Southern First, and Wells Fargo were evaluated by Three+One and Town Staff. The criteria for the evaluations of proposals included:

- Legal and other qualifications have been met
- Proper submission and responsiveness to RFP
- Experience, resources, and qualifications of the institution and individuals assigned to this account and relevant experience managing similar account relationships with public agency clients
- Scope of services covered
- Financial strength and capacity of proposing institutions
- References
- Fees
- Value of new product or service suggestions or other new ideas and enhancements

Three+One aggregated and analyzed all the data submitted in the proposals and provided a response comparison.

## **ACTION REQUESTED:**

Town Staff requests that Town Council approve continuing the existing banking relationship with Wells Fargo.

						
	Wells Fargo (Current)	Respondent A	Respondant B	Respondent C	Respondent D	Respondent E
Total Line Item Fees	\$22,947	\$13,487	\$4,075	\$11,206	\$18,114	\$15,293
DDA Rate	0.70%	2.00%	4.90%	1.00%	0.00%	3.00%
MMDA Rate						
ECR	1.65%	2.50%	1.25%	1.20%	0.39%	1.00%
FDIC	0.00%	0.00%	0.16%	0.000%	0.13%	0.00%
eECR	1.65%	2.50%	1.09%	1.20%	0.26%	1.00%
Historical Average Balance	\$1,449,591	\$1,449,591	\$1,449,591	\$1,449,591	\$1,449,591	\$1,449,591
FDIC Fee (\$)	\$0	\$0	\$2,319	\$150	\$1,884	\$0
RR	0%	0%	10%	0%	0%	10%
Historical Balance Adjusted for RR	\$1,449,591	\$1,449,591	\$1,304,632	\$1,449,591	\$1,449,591	\$1,304,632
ECR Allowance	\$23,918	\$36,240	\$14,220	\$17,395	\$3,769	\$13,046
Required Balance to Pay Zero Fees	\$1,390,727	\$539,491	\$415,427	\$933,860	\$6,967,042	\$1,699,179
Excess / Deficit Balance	\$58,864	\$910,100	\$889,205	\$515,731	-\$5,517,451	-\$394,547
Net Value / Hard Fees	\$412	\$18,202	\$43,571	\$5,157	\$0	-\$11,836

# Town of Kiawah Island Finalist Presentation

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June 22, 2023

# Your Wells Fargo relationship team

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in white, sans-serif, uppercase letters inside a red square.

## Government & Institutional Banking -Relationship Team

### Brent Weaver

Relationship Manager  
803-765-3095

[brent.weaver@wellsfargo.com](mailto:brent.weaver@wellsfargo.com)

**Maintains ultimate responsibility for the relationship, assists with achieving your financial goals and meeting your needs through partnership, products, and services.**

### Emalene (Ema) Baker

Relationship Associate  
336-735-2106

[emalene.baker@wellsfargo.com](mailto:emalene.baker@wellsfargo.com)

**Partners with the Relationship Manager and executes account openings, closings and general customer service inquiries.**

### Jeremy Wright

East Market Executive  
864-293-6059

[jeremy.t.wright@wellsfargo.com](mailto:jeremy.t.wright@wellsfargo.com)

**Manages the Government Banking team for the East region**

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## Treasury Management Team

### Kristen Cooper

Treasury Management Consultant  
803-765-3027

[kristen.cooper@wellsfargo.com](mailto:kristen.cooper@wellsfargo.com)

**Provides appropriate treasury management solutions to optimize cashflow and control.**

### Samantha Ashley

Treasury Management Analyst  
704-715-4097

[samantha.ashley@wellsfargo.com](mailto:samantha.ashley@wellsfargo.com)

**Provides treasury solutions and support. Serves as a back-up to Kristen Cooper.**

### Alexis Linn

Payables Consultant  
704-572-8627

[alexis.linn@wellsfargo.com](mailto:alexis.linn@wellsfargo.com)

**Provides payables solutions to optimize disbursements.**

### Shannon Medley

Merchant Services Account Manager  
531-393-4447

[shannon.medley@wellsfargomERCHANTSERVICESllc.com](mailto:shannon.medley@wellsfargomERCHANTSERVICESllc.com)

**Provides merchant services support to optimize collections.**

### Lamonte Barnes

Senior Securities Sales Specialist  
877-433-9967

[lamonte.barnes@wellsfargo.com](mailto:lamonte.barnes@wellsfargo.com)

**Provides investment management recommendations and solutions**

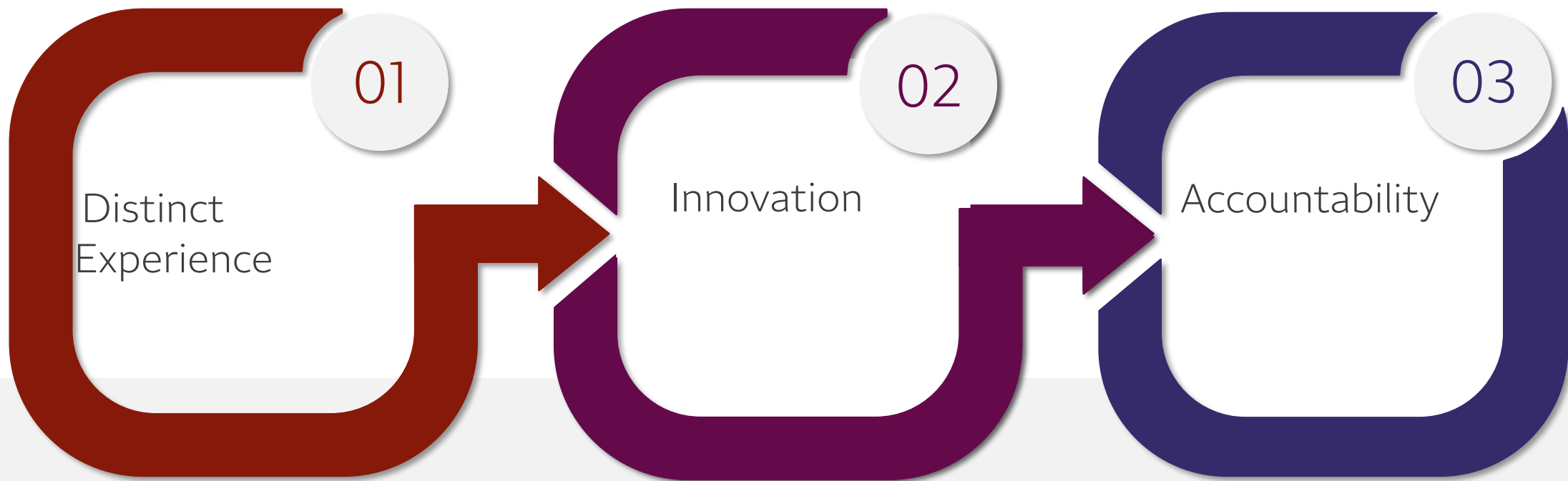
### Jenna Borcharding

Implementation Consultant Team Lead  
904-391-7194

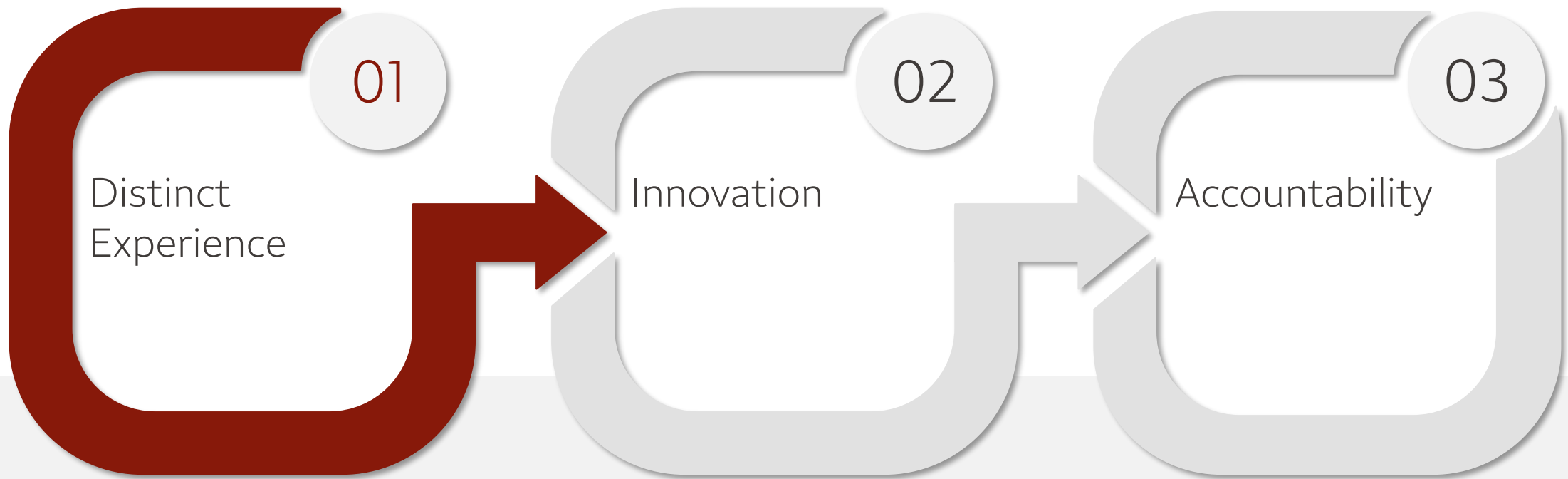
[jenna.borcharding@wellsfargo.com](mailto:jenna.borcharding@wellsfargo.com)

**Provides implementation services for treasury management solutions.**

# Partner that supports the Town's economic vitality



# Partner that supports the Town's economic vitality



# Government Banking experience

## Why Wells Fargo

Our dedicated team of more than 300 professionals uses peer insight, solutions experience, and financial planning to help governments like you safeguard the public funds to which you're entrusted.

We support over **4,000**  
government relationships\*

including:

- Government agencies
- Public utilities
- Transportation
- Housing authorities

## Serving your local communities

Wells Fargo's Open for Business Fund

**\$420 million\***

donated to nonprofits that support small and diverse businesses

**152,000\***

number of small businesses served. 85% are projected to be those hardest hit by the pandemic

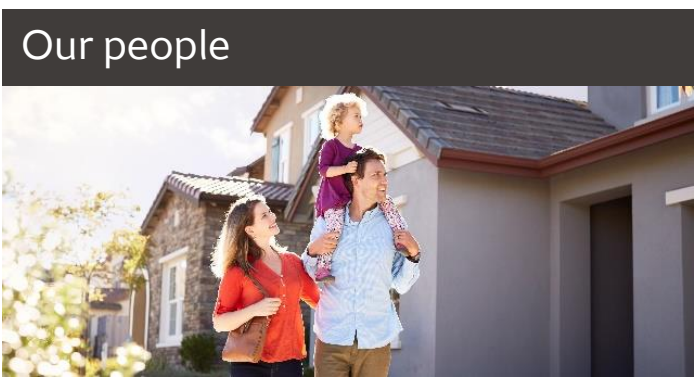
**255,000\***

estimated jobs preserved or created

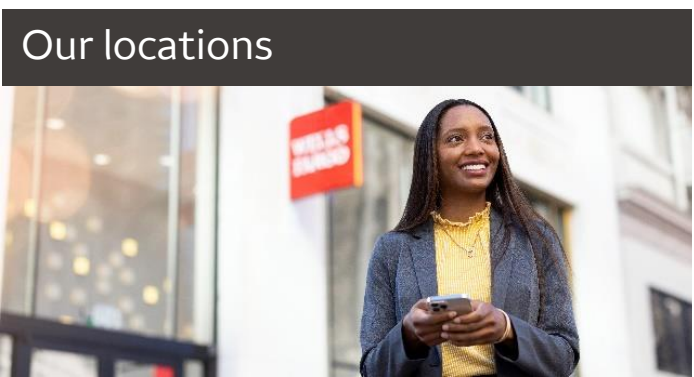
Let's schedule a Business Process Review



# Wells Fargo in your community | Charleston County, SC



- 227 team members live here
- 221 team members work here



- 15 banking locations, including 5 in LMI\* communities
- 3 Wells Fargo Advisors offices
- 34 ATMs, 14 in LMI communities



- 9 community development loans totaling \$2.8 million and 19 community development investments totaling \$2.1 million<sup>2,3</sup>

## Charitable contributions<sup>1</sup>

Foundation giving	Total grants	\$ amount
Education	8	141,490
Human services	5	170,000



## Team member giving

Participants	7
\$ amount	24,035

<sup>1</sup>Community Impact and CRA reflects 2020 and 2021 data  
<sup>2</sup>Some community development activity cannot be tracked at the city level  
<sup>3</sup>Community development activity is subject to change as updates are received  
\*LMI = low to moderate income  
Our people and location information as of June 2023

# Wells Fargo in your community | Charleston County, SC

## Home mortgage lending in your community<sup>1</sup>

	Total loans	\$ amount
Home purchases	641	305,436,080
LMI borrower	135	28,190,964
Home improvement	30	3,230,000
Home equity	0	0
Home refinance	655	250,413,410
LMI borrower	119	25,434,529

## Community lending<sup>1,2,3</sup>

- 1,165 mortgage loans extending \$531.0 million in credit
  - Of that, 144 were in LMI communities, providing \$76.7 million in credit and 191 mortgage loans were made to LMI borrowers, providing \$36.3 million in credit
- 1,672 small business loans extending \$40.2 million in credit
  - Of that, 267 were in LMI communities, providing \$9.8 million in credit
- 4 small farm loans, providing \$83,300 in credit
  - Of that, 1 were in LMI communities, providing \$74,900 in credit

<sup>4</sup>Community Impact and CRA reflects 2020 and 2021 data

<sup>5</sup>Mortgage includes home purchase, home improvement, home refinance, other purpose, NA and originated and purchased loans.

<sup>6</sup>Totals include low, moderate, middle, upper and unclassified income levels.



## Credit ratings

Wells Fargo continues to be among highest credit rated U.S. banks

Bank	Moody's	S&P	Fitch
Wells Fargo Bank, NA	Aa1(cr)	A+	AA-
JP Morgan Chase Bank	Aa1(cr)	A+	AA
Bank of America	Aa2(cr)	A+	AA-
US Bank	Aa2(cr)	AA-	AA-
Citibank	Aa3(cr)	A+	A+

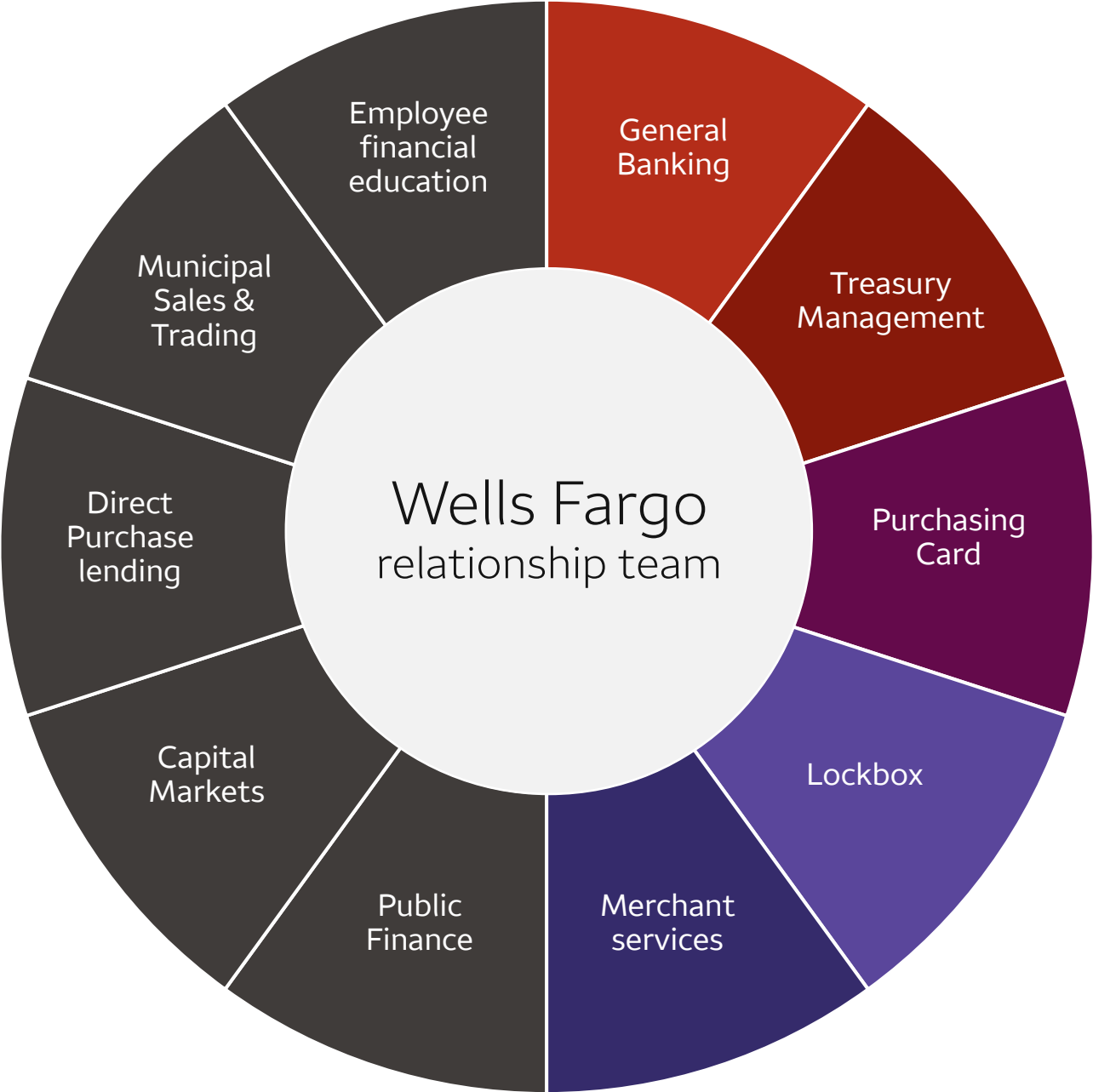
(cr) – Reflects Moody's Counterparty Risk Assessment  
Source: Bloomberg as of January 21, 2021

## FDIC deposit market share

Deposit share	Rank #	Total deposits (\$000)
21.15%	#1	3,863,425

Source: FDIC Deposit Market Share Report as of June 30, 2022

Everything under  
one roof



# Partner that supports the Town's economic vitality



# Account structure and recommendations

## Town of Kiawah Island

Based on May 2023 Account Analysis Statement

Recommended to **add** services  
Recommended to **remove** services

TOWN OF KIAWAH ISLAND  
TOWN OF KIAWAH ISLAND  
2xxxxxxx4971

- **Recommend: Update Account Subtitle (GENERAL FUND)**
- Account Type (Govt Advantage Int Ckg - State/Muni)
- Key Billing Account
- R Level Analysis Billing ID (R 2000020324971)
- CEO ACH Fraud Filter Review (Default Return)
- **Recommend: adding exception CO IDs to pre-authorized**
- Full ARP (Stop Payments, Paid Checks, Unpaid Checks)
- Payee Validation Positive Pay (Default Return)
- ACH Items Received (96)
- Branch Deposits (2/2)
- Desktop Deposits (39/77)
- Checks Paid (147)
- Lockbox (Wholesale/CLT/60715)
- Lockbox Image
- Lockbox Value Added Keying
- Lockbox Transmission Posting File
- **Lockbox Online Decisioning for items that don't contain bill number**
- ACH Payments
- ACH Origination Type(s) (Debit, Prepaid)
- ACH Origination Max Exposure Limit (\$5,000,000)
- Payment Manager (Check)
- CEO Alerts
- CEO Returned Item Service
- CEO Statements and Notices
- CEO Transaction Search Type(s) (Stop Image Search)
- CEO Treasury Information Reporting:
  - ACH Origination
  - ACH Return/ NOC
  - ARP Statements & Reports (pdf)
  - ARP File Posting Confirmation
  - Express Balance
  - Intraday Position
  - Intraday Composite
  - Lockbox Detail
  - Month to Date Balance
  - Previous Day Composite
  - Previous Day Posting Status
  - Previous Day Return Item Detail
  - Wire Transfer Detail
- **Recommend Basic Banking to make transfers (payments) for 7 cardholders**

# Introducing Wells Fargo Vantage<sup>SM</sup>



## Streamlining online banking

We are transforming your online banking experience. Wells Fargo Vantage\* is a modern, easy-to-use service, that places you and your banking needs at the forefront; offering you an integrated, intuitive, and user centric experience.

## What you can expect

---

### A personalized banking experience

Vantage focuses on what you need to get done; we are building it to focus on the financial views that matter most to you each day.

---

### Homepage that delivers what matters most

With account balances and recent activity, views into your loans, and tasks that require your attention all front and center on the homepage, you can quickly act on what is most important to you.

---

### Convenient workflows

With a streamlined experience, you can complete banking tasks efficiently.

---

### Ongoing enhancements focused on you

Through user-centered design and continuous release cycles we can incorporate customer feedback and data to quickly deliver enhancements that matter.

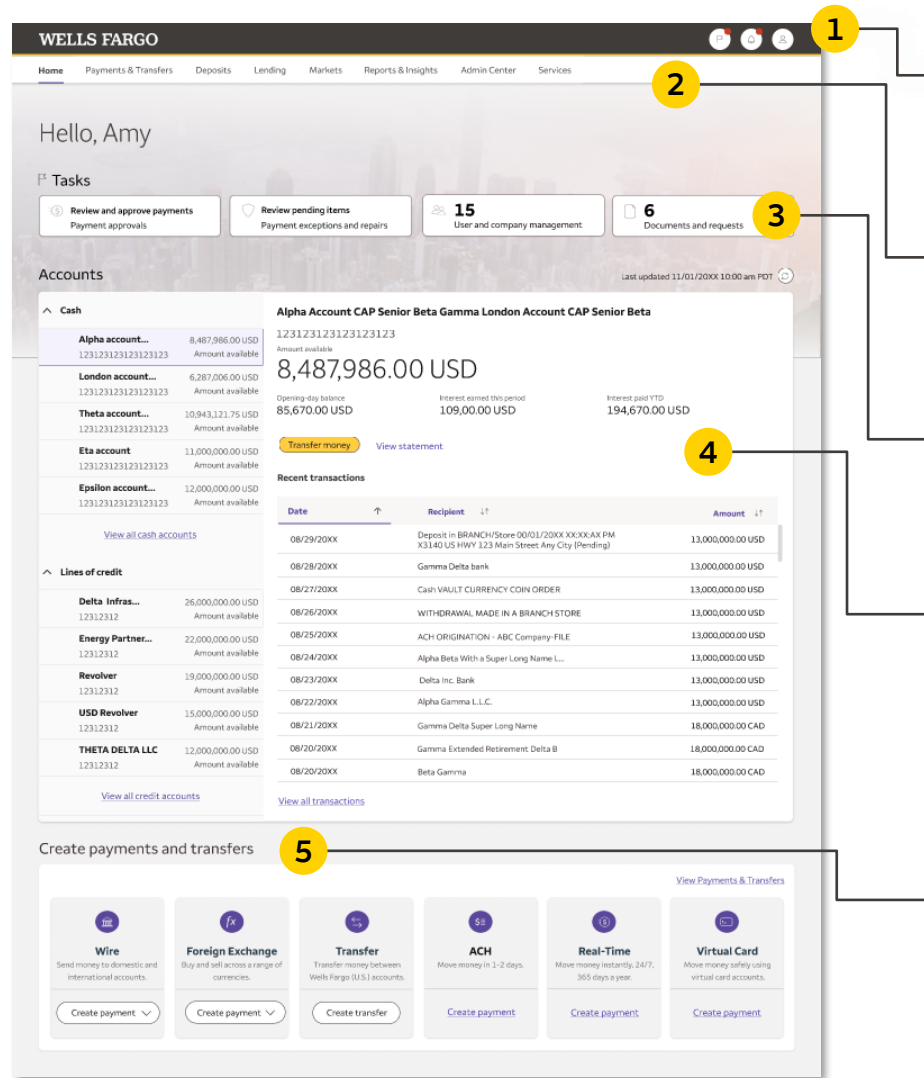


\* This is future functionality and subject to development, change, or cancellation. Wells Fargo makes no representation about when the functionality will go to market.



# Wells Fargo Vantage<sup>SM</sup>

Our reimagined online banking experience includes a new look and feel with graphite branding, widgets and dashboards, and easy access to tutorials. It also provides a consistent user experience.



## 1. Header

Access notifications and tasks and manage profile details anytime

## 2. Navigation

Access your services through a horizontal navigation structure, grouped into categories

## 3. Tasks

Tasks are upfront and center on the home screen

## 4. Accounts

- View cash account and loan account balances and details
- Easily transfer money between accounts
- Access statements

## 5. Create payments and transfers

- Access a consolidated view of your payments right from the home screen
- Initiate payments quickly and easily as soon as you sign on\*

\* Functionality currently available for free-form U.S. wires, templated foreign exchange transactions, and transfers through Basic Banking.




# Fraud analytics review

You play a key role in fighting the threat of check fraud at your organization by implementing recommended bank services and ensuring that internal procedures are in place to protect your assets and bank accounts

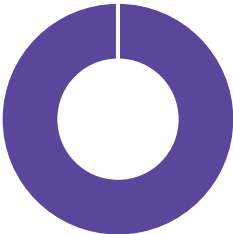
Fraud protection – Town of Kiawah Island and TOWNO514

By account



At risk	0 account(s)
Low risk	0 account(s)
Using recommended services	1 account(s)
Not eligible	0 account(s)

By CEO company profile



Single custody	0 service(s)
Single custody with secure validation	0 service(s)
Exception	0 service(s)
Dual custody	3 service(s)

Self administration – Add, edit, and copy authorizations				Wire transfer		ACH payments		CEO Payments		Foreign exchange online		Foreign exchange
ACH payments	CEO Payments	Foreign exchange	Wire transfer	Domestic and international freedom wire initiation	Template maintenance	Class of service (Single vs. dual)	Users approve own entitlements	Freeform Initiation	Template Maintenance	Administrative changes	Approve settlement	Approve settlement

Account Name	Account Number	Account Type	ACH Protection	Check Protection	Potential Risk	Average Ledger Balance	Check Volume	Max Check Posted	Average Check Amount	Max Check Limit	Teller Check Cashing Limit in Place	ARP
TOWN OF KIAWAH ISLAND TOWN OF KIAWAH ISLAND	*****4971	GOVT ADVANTAGE INT CKG - STATE/MUNI	ACH Fraud Filter Review (Default Return) (eCheck Stop)	Positive Pay w/ Payee Validation (Default Return)	Using Recommended Services	\$1,729,675	148	\$102,730	\$5,826	NA	No	Full

# Fraud Prevention recommendations

Review transparency requirements for possible removal of the below:

- Vendor Numbers
- Check numbers
- Payment type description

The seal of the Town of Kiawah Island, South Carolina, is circular. It features a white egret standing on a grassy bank next to a body of water. The words "TOWN OF KIAWAH ISLAND" are written in a circle around the top, and "SOUTH CAROLINA" is written around the bottom.

Kiawah Island, SC

## Check Report

By Check Number

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
1002	A-ADVANCED PEST CONTROL, INC	12/07/2022	Regular	0.00	98.00	32617
2456	AMAZON CAPITAL SERVICES	12/07/2022	Regular	0.00	561.28	32618
1034	BERNARD GLOVER	12/07/2022	Regular	0.00	833.33	32619
1046	CAROLINA FLAG & BANNER	12/07/2022	Regular	0.00	427.28	32620
2192	CAROLINA SHRED, LLC	12/07/2022	Regular	0.00	1,200.00	32621
1051	CHARLESTON COTTON EXCHANGE	12/07/2022	Regular	0.00	36.52	32622
1300	CHARLESTON COUNTY	12/07/2022	Regular	0.00	1,160.00	32623
1444	CINTAS CORPORATION	12/07/2022	Regular	0.00	215.82	32624
1071	COMCAST	12/07/2022	Regular	0.00	732.20	32625
1472	CONNECTA SATELLITE SOLUTIONS	12/07/2022	Regular	0.00	134.38	32626
1753	CUMMINS INC.	12/07/2022	Regular	0.00	409.85	32627
2372	DOROTHY FOSTER	12/07/2022	Regular	0.00	45.00	32628
2372	DOROTHY FOSTER	12/07/2022	Regular	0.00	1,666.00	32629
2200	DRJRD, LLC	12/07/2022	Regular	0.00	1,651.20	32630
1090	FASTSIGNS	12/07/2022	Regular	0.00	654.00	32631
1090	FASTSIGNS	12/07/2022	Regular	0.00	1,720.40	32632
2246	FRANK D. PRICKETT	12/07/2022	Regular	0.00	100.00	32633
2276	IMS SOLUTIONS GROUP, LLC	12/07/2022	Regular	0.00	4,671.00	32634
2450	INTERIOR PLANTSCAPES, LLC	12/07/2022	Regular	0.00	1,638.00	32635
1135	JOHN LABRIOLA	12/07/2022	Regular	0.00	100.00	32636

# Account Validation services



There's no reason to waste time and money on dealing with fraudulent or invalid accounts. Not when there's a tool that can do the validation for you.

Wells Fargo's Account Validation services (AVS) gives you the information you need to detect false account credentials and help combat account takeover fraud. You can also use the service to check account status so you're not transacting with accounts that are closed, invalid, or lack sufficient funds.

## Use AVS for

---

### Payables

Validate your recipients' accounts before you initiate ACH credits and wire disbursements for payroll, tax refunds, insurance claims, and vendor payments. This helps ensure you're paying the correct account.

---

### Receivables

Verify your customers' bill payments before initiating ACH debits. This helps reduce administrative and financial returns.



# Account Validation services

## How it works

### 1. Initiate

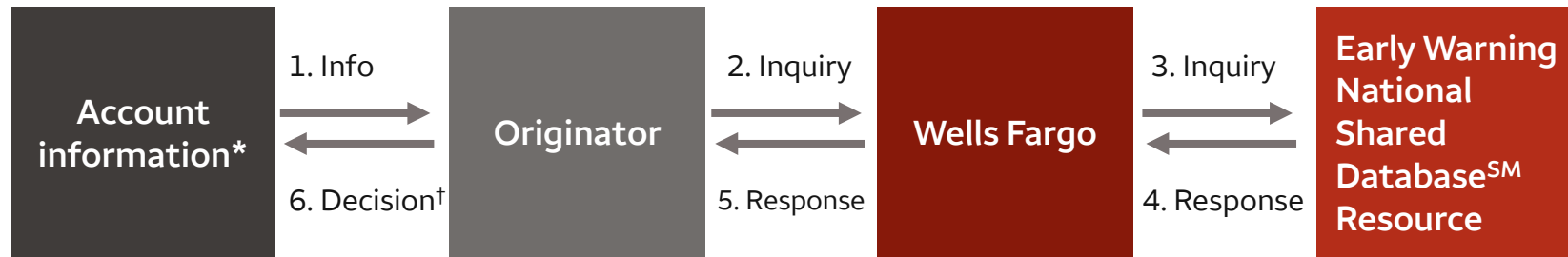
Input the account number, routing number, and any other account owner elements you want to validate.

### 2. Substantiate

The service returns a real-time response directly to your front-end system through our Application Programming Interface (API) channel. Or, you can use our Graphical User Interface (GUI) to simply enter your account inquiries online.

### 3. Proceed

If the notification comes back as open or active, with no risk of return, you're good to go.



#### Account Status:

Is the account open, in good standing, in nonsufficient funds (NSF) status and/or how likely is a return?

#### Account Ownership:

Confirm account owner and/or signature match.

\* Account information is submitted by the person or party that wants to make or receive a payment. This could be a customer, consumer, vendor, employee, or counterparty.

† Decision will trigger an action such as pay, don't pay, use different payment information, call customer service, or need more information.

# Lockbox online decision module

The online decision transaction exceptions requiring review page displays the exception summary

Current Time XX:XX (PDT)


Env Num	Transaction	Start Time	Done Deadline ▲	Reported Amount ▲	Exception	User
1	<u>Y-XXX0100</u>	03/13/20XX XX:XX:XX	XX:XX	\$ 13,666.00	Unbalanced	
3	<u>Y-XXX0011</u>	03/13/20XX XX:XX:XX	XX:XX	\$ 12,500.00	Missing Field	
2	<u>Y-XXX0154</u>	03/13/20XX XX:XX:XX	XX:XX	\$ 10,400.00	In Stop File	


Number of rows: 3


# WellsOne Expense Manager- Home screen

**WELLS FARGO**

HomeCard ProgramEmployeesAdministration ▼ApprovalsReports ▼Search

 WF ▼

 Card Request Approvals **1**

 Report Outbox

**★ Pinned**

Administration

Overview

Card Management

Data Extract Management

Data Analysis


Reports

Expenditure Analysis

Financial Coding

Company Administration

Declined Authorizations

 **Account Services**

Manage Text and Email Alerts

View Bill

Manage CEO Access

ADMINISTRATOR

Transactions08/21/2020 to 09/20/2020

IssuerWellsOne Visa (3739) ▼

Total243


Coding Required211

Pending Approval1

Transactions243

Debit (USD)128,967.69


Credit (USD)218,579.89

 View full transaction summary

Recent Periods08/21/2020 to 09/20/2020 ▼

CORPORATE BALANCES

WellsOne Visa (3739)

Updated at 10:23 

	Available Credit	Credit Limit
Company Name	600,000	1,000,000

**Announcements**

**Important Note**

We will never ask you to provide credit card details, password credentials, or any personal information in an email or over the phone. If you do receive a request like this please report it immediately to your Administrator.

Last visit:

Language

Personal Settings

Help

Contact

Mobile App

Log Out



# WellsOne Expense Manager- card management

**WELLS FARGO**

HomeCard ProgramEmployeesAdministration▼ApprovalsReports▼Search







Wf Admin 3

Card program

Overview

Cards

Active

Cardholder name	Card number	Credit limit	Card type	Status	Last transaction date	Action
 Fischer Card...	**** * 6237	900,000.00 USD	Commercial	Active	07/08/2020	<a href="#">Details</a>
 Hartman Car...	**** * 7794	5,000.00 USD	Commercial	Active	07/22/2020	<a href="#">Details</a>
 Dixon Cardh...	**** * 3270	25,000.00 USD	Commercial	Active	07/21/2020	<a href="#">Details</a>
 Bond Cardh...	**** * 0803	5,000.00 USD	Commercial	Active	07/21/2020	<a href="#">Details</a>
 Vega Cardho...	**** * 1459	25,000.00 USD	Commercial	Active	07/21/2020	<a href="#">Details</a>
 Guerrero Ca...	**** * 7260	5,000.00 USD	Commercial	Active	07/21/2020	<a href="#">Details</a>

# Features of supplier analysis and onboarding

## Proprietary analytics

Our method produces targeted recommendations, allowing for efficient outreach and maximum supplier conversion to electronic payments.

---

## Faster migration

Outsourcing supplier outreach efforts to experienced professionals provides faster migration to electronic payments. Wells Fargo performs the task of supplier conversion.

---

## Committed team

A single in-house, U.S.-based onboarding team will plan, execute, and manage your campaign end-to-end.





# Analyze: What you can expect

Proprietary analytical method\* produces targeted recommendations, allowing for efficient outreach and maximum supplier conversion to digital payments



## Master vendor file data

- Companies with more complete data have the best results
- 12 months of vendor payment data



## Robust analytics\*

- Annual spend
- Number of transactions
- Supplier industry
- Current card acceptance
- Customized conversion projections



## Risk mitigation

71% of organizations have experienced attempted and/or actual payments fraud†

To continue to help you mitigate that risk, we will provide you with the Dun & Bradstreet (D&B) Confidence Codes for all campaigns



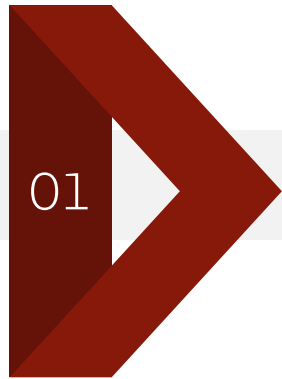
## Insightful recommendations

Our team provides expertise on your supplier base on trends, payment type recommendations and ways to help mitigate fraud

\* Pat. No. 10,733,612, and other patents pending

† Association of Financial Professionals® 2022 AFP® Payments Fraud and Control Report

# ACH enrollment – Secure Payables



Primary  
contact



Add secondary  
contact and direct  
deposit account  
(DDA)



Test deposit  
to DDA



Both contacts verify  
test deposit

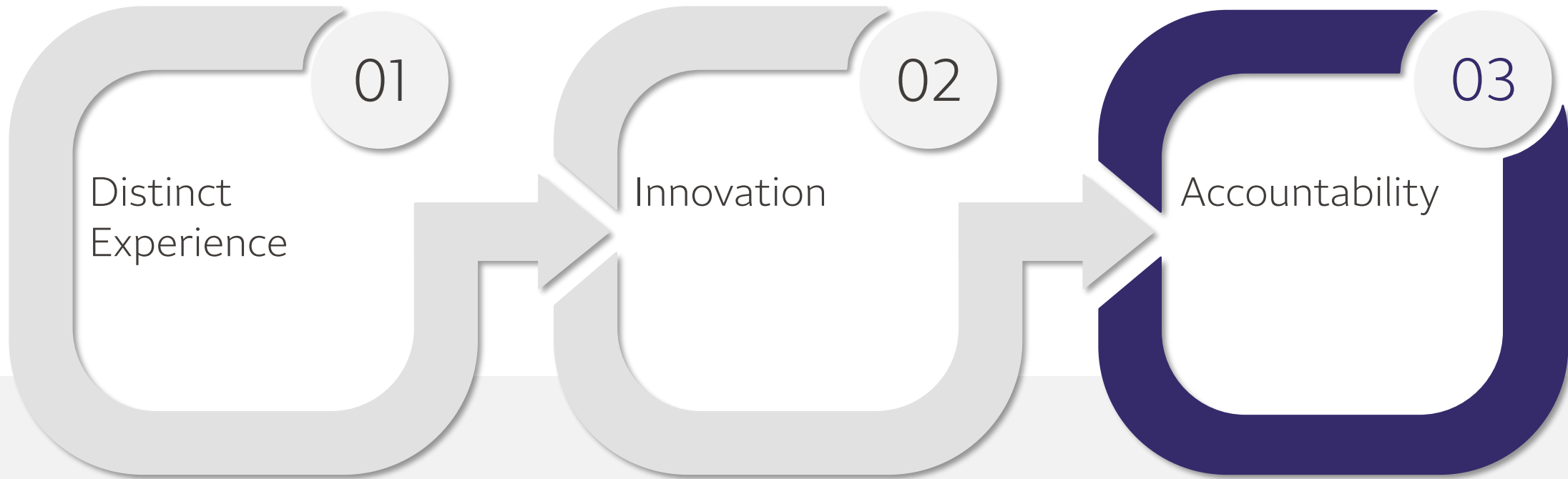
## Vendor banking data can be:

- Stored by Wells Fargo (templated)
- Provided for use through your system (non-templated)

## ACH remittance format options:

- PDF
- CTX

# Partner that supports the Town's economic vitality



# Responsive and knowledgeable customer service

## Global Treasury Management — National Servicing Group

### National Servicing Group

- Your contact for Treasury Management questions and issues
- Offers a centralized structure and presence in all domestic time zones

### Our support staff

- Owns inquiry from beginning to resolution
- Reviews and presents best-fit recommendations and trends

### Offering support for

- Research and issue resolution
- Technical needs
- Product training

90%

Exceeding your expectations  
(inquiries resolved within SLA\*)



# Implementation: Our focus and approach

Committed to timely and effective implementation that keeps day-to-day operations running smoothly and helps you quickly optimize your treasury functions



# Business Process Review

## How it works

---

### 1. Define scope

First, we work with you to determine your highest priorities (AR, AP), identify which tasks to observe within those areas (check runs, expense reporting, posting payments), and goals you want to accomplish.

### 2. Observe

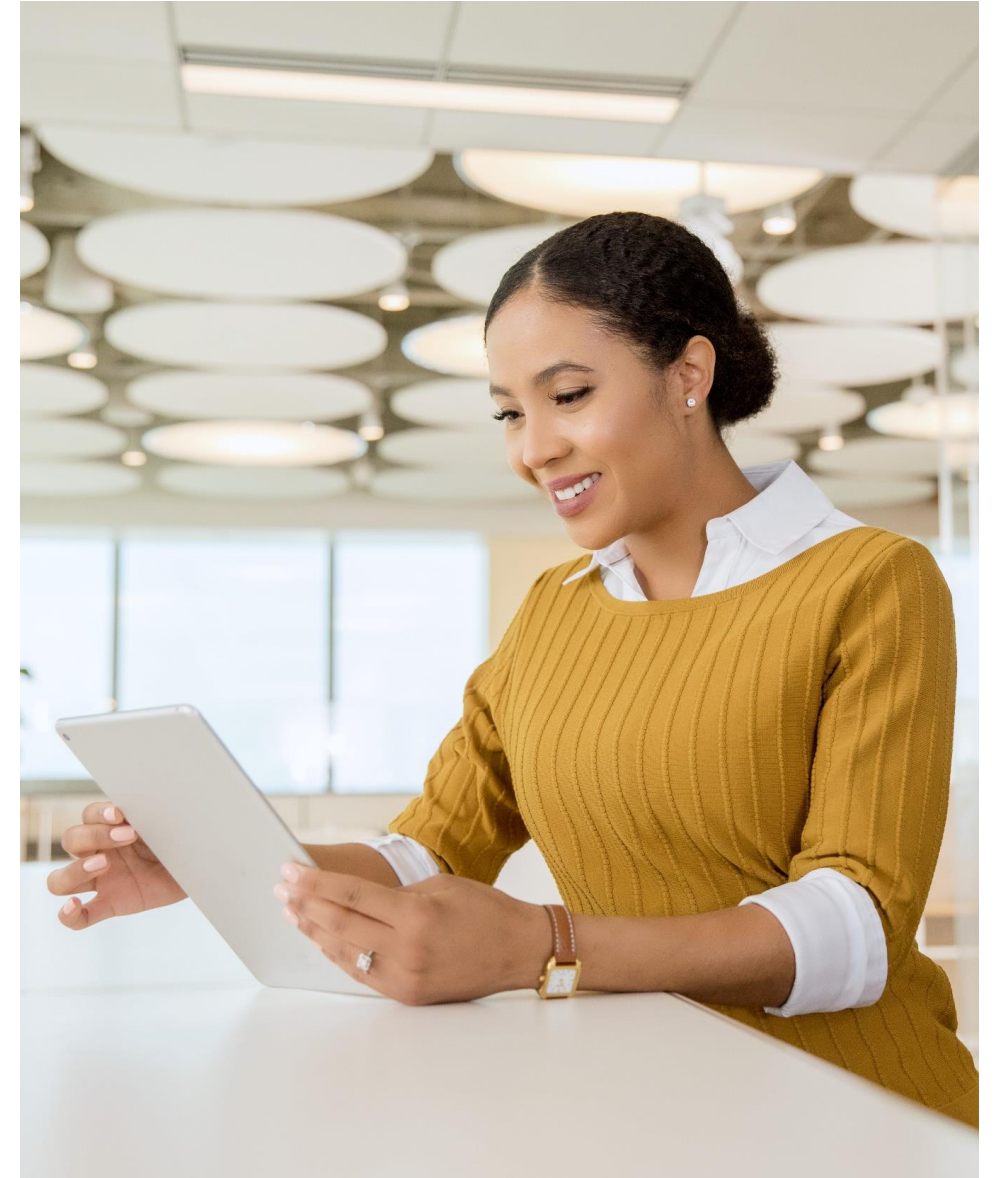
Next, we take a deep dive into understanding your current processes by shadowing your staff and observing what their day-to-day jobs look like.

### 3. Analyze

Then, we benchmark your processes and, if needed, pinpoint opportunities for streamlining and enhancing them — all while identifying ways to help mitigate risk.

### 4. Consult

Last, we create a plan tailored to your needs. Your plan recommends industry best practices, as well as opportunities for improved efficiency and automation. It also provides a roadmap to help you accomplish the goals you defined upfront.





**TAB 7**

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# **TOWN COUNCIL**

## **Agenda Item**

**CONTRACT SERVICES AGREEMENT FOR  
TOWN ATTORNEY SERVICES  
TOWN OF KIAWAH ISLAND**

This **AMENDED CONTRACT SERVICES AGREEMENT FOR TOWN ATTORNEY SERVICES** (the “Agreement”) is effective as of **August 1, 2023**, by and between Joseph C. Wilson, IV of Wilson Law Firm (hereinafter the “Law Firm”), and the **Town of Kiawah Island, South Carolina** (hereinafter the “Town”). The term “Town” shall also include all boards, commissions, and other bodies of the Town.

**RECITALS**

- A. On November 1, 2022, the Ways and Means Committee recommended to the Mayor and Council that this proposed Contract Agreement for Municipal Legal Services be considered by the Mayor and Council, which approved this Contract Agreement on November 1, 2022.
- B. On August 28, 2023, the Ways and Means Committee recommended that the current Contract Services Agreement for Town Attorney Services with Joseph C. Wilson, IV Section 3 (a) Standard Municipal Work be amended to reflect the compensation rate from a fixed amount to an hourly amount.



## **AGREEMENT**

**NOW, THEREFORE,** IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

### **1. APPOINTMENT**

Town Council hereby appoints Joseph C. Wilson, IV (hereinafter the "Attorney") as the Town Attorney and hires Attorney to render such legal services as are customarily rendered by such attorneys and as further specified herein, including attending meetings of the Town Council, Board of Zoning and Appeals (BZA), the Planning Commission, and other boards and bodies of Town, and its affiliated agencies, as directed by the Town.

Attorney will personally provide the legal services hereunder.

### **2. CORE DUTIES**

- A. The Attorney shall perform any and all work necessary for the provision of Town Attorney services to the Town, including, without limitation, the following:
  - 1. Attend all regularly scheduled and special Town Council meetings and Town Council work sessions.
  - 2. Attend other meetings at the Town Hall as the Mayor or the Town Administrator requires.
  - 3. Advise the Town Council; appointed Commissions, Committees, and Boards; Town staff; and other Town officials on all legal matters pertaining to Town business.
  - 4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard Town documents.
  - 5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the Town.
  - 6. Perform such other routine legal services as are required, from time to time, by the Town Council or the Town Administrator.
  - 7. Represent the Town and the Town's officials, officers, and employees in litigation and administrative proceedings as directed by the Mayor. However, Attorney is recognized as a solo practitioner with limited litigation support. Thus, some litigation or administrative proceedings may require the retention of outside legal counsel.

8. When necessary, make recommendations concerning the selection of outside legal counsel on appropriate matters and supervise such outside legal counsel handling municipal court, transactional or litigation matters on behalf of the Town.

### 3. COMPENSATION

#### a. STANDARD MUNICIPAL WORK

**Core Duties:** The compensation rate for Wilson's performance of all duties listed in section 2(A) above ("Core Duties") shall be Two Hundred Dollars (\$200.00) per hour. Invoices for the performance of Core Duties will include a general description of the work performed. Invoices will bill the performance of Core Duties in increments of one-tenth of an hour, rounded off to the nearest one-tenth of an hour. The Town also agrees to pay Wilson \$200 per month for payment of general office expenses, including copy costs, mail, telephone costs, research service fees, and mileage within the Tri-County area. Attorney is entitled to seek a bonus at the end of the year based on quality of work, identification of issues that need to be addressed, and other factors.

#### b. Litigation

In the event that the Attorney appears as counsel of record in any litigation on behalf of the Town, including pre-suit handling, representation in municipal court or appeals from municipal court, and regulatory or administrative claims, Attorney shall prepare a separate monthly bill for such work and the following rates shall apply for Attorney and will be paid over and above the fixed price compensation for Attorney and any other person contracted or retained by Attorney with consent of Town:

Joseph C. Wilson, IV (and any other partner)	\$250.00 an hour
Associates	\$200.00 an hour
Paralegals	\$100.00 an hour

The Attorney will charge in increments of one-tenth of an hour, rounded off for Litigation activity to the nearest one-tenth of an hour. The minimum time charged for litigation work will be one-tenth of an hour. Litigation work performed on behalf of the Town will be entered and billed separately with a general description of the work performed and who requested the work.

In addition, Town will pay all expenses incurred by Attorney in any litigation, including, but not limited to, court filing fees, process server fees, expert witness fees and expenses, investigation costs, court reporter fees, travel expenses, long-distance telephone costs, postage, and photocopying charges. The Attorney will not charge for expenses related to office administration, such as secretarial or clerical work. Expenses less than \$1,000.00 will be advanced by the Attorney and then billed to Client. Expenses over \$1,000.00 may be sent directly to the Client for payment at the discretion of the Attorney.

c. Contingency Fee

In litigation wherein the Town is a Plaintiff, the parties to this agreement may negotiate a contingency fee as opposed to the hourly rate set forth above.

**4. MONTHLY STATEMENTS**

The Attorney will prepare and deliver monthly bills setting out the time expended and expenses for the preceding month; provided, however, the payment for legal services shall be Two Hundred Dollars (\$200.00) per hour, plus, in separate bills, additional fees for any representation of the Town in any lawsuits in which Attorney appears as counsel of record at the request of the Town.

**5. TERM AND TERMINATION**

Pursuant to Section 2-504, the Town Attorney holds office at the pleasure of Town Council. Accordingly, this Agreement is for an indefinite term. Either the Town or Wilson can terminate this Agreement at any time. Notice of termination shall be provided in writing to the other party.

**6. NOTICES.**

Notices by either party required to be given under this Agreement shall be in writing and sent by email and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notices to the Town shall be delivered to the Mayor or Town Clerk at the offices of the Town of Kiawah Island, 4755 Betsy Kerrison Parkway, Kiawah Island, South Carolina 29455. Notice to Wilson shall be delivered to him at [joe@follybeachlaw.com](mailto:joe@follybeachlaw.com) and Wilson Law Firm, P.O. Box 178, Folly Beach, South Carolina 29439.

If notice is mailed, it shall be deemed "received" three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and correctly addressed pursuant to this section.

**7. PROHIBITION AGAINST SUBCONTRACTING, DELEGATING OR ASSIGNMENT**

The Attorney shall not contract with or delegate to any individual or other entity to perform on the Town's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the Town. In addition, neither this Agreement nor any interest therein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

**8. CONFLICT OF INTEREST**

The Attorney shall, at all times, avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Attorney shall immediately notify the Town following discovery of the conflict. The Attorney shall also file a

conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law.

**9. INDEPENDENT CONTRACTOR**

The Attorney shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role. Neither The Attorney nor the Town shall at any time or in any manner represent that the Attorney or any of its employees or agents are employees of the Town.

**10. INSURANCE**

The Attorney agrees to carry and keep in full force and effect during the term of this contract Errors and Omissions coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and shall provide the Town with proof of such coverage in the form of a Certificate of Insurance on an Annual Basis.

**11. NON-DISCRIMINATION**

The Attorney pledges there shall be no discrimination against or segregation of any person or group on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

**12. AMENDMENT**

This Agreement cannot be amended unless such amendment is contained in writing signed by both the Town and the Attorney.

**13. SEVERABILITY**

If any clause or provision herein shall be adjudged invalid or enforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

**14. THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third party beneficiary.

**15. NON-WAIVER**

Failure of either party to this Agreement to insist upon strict compliance by the other party with any of the terms or conditions of this Agreement shall not be

deemed a waiver of such term or condition or any other terms and conditions of this Agreement.

**16. GOVERNING LAW**

This Agreement shall be governed by and construed in accord with the laws of the State of South Carolina.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Town and the Attorney with regards to all rights, obligations, terms and conditions related to the Town's contract with the Attorney. This Agreement supersedes any other prior or contemporaneous negotiations or agreements, whether oral or in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused their authorized representatives to execute, this Agreement the 5th day of September, 2023, with an effective date of August 1, 2023.

TOWN OF KIAWAH ISLAND

By: \_\_\_\_\_  
John Labriola, Mayor

ATTEST:

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

By: \_\_\_\_\_  
Joseph C. Wilson IV, Esquire



**TAB 8**

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# **TOWN COUNCIL**

## **Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** John Taylor, Jr., Planning Manager

**SUBJECT:** Planning Fee Schedule Changes

**DATE:** September 5, 2023

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## **BACKGROUND:**

There have been no adjustments to the planning fee schedule since it was last updated in 2018 with the transition from Charleston County to in-house planning. The ordinance states that fees will be levied to defray expenditures associated with application processing. The fees are due with the submission of an application.

## **ANALYSIS:**

In addition to the recent public notification requirement changes made by the Town, the updated fee schedule accommodates a review of additional department permitting fees. Staff reviewed similar jurisdictions' fees as part of the proposed changes. Changes made to the fee schedule are primarily associated with applications requiring public hearings where the notification requirements have increased from a 300' radius to a 500' radius.

Prior to FY19, the Planning Department was combined with Building Services under community development. The Planning Department permitting fees collected are a fraction of the total building department revenues. In FY2023, the town collected \$2.287 million in building permit fees, whereas planning fees collected were \$15,762. Please note that revenues are skewed based on substantial projects. Seafiefs, The Cape, and similar large-scale development projects are a significant percentage of total permit revenues.

The Planning Department review time ranges from fifteen minutes to several hours or more depending on the application type and scope of work. This range is impacted by application processing requirements and steps in review processes that are not static. Planning review time may be comprised of pre-application and follow-up meetings, site visits, public notification requirements, additional research, etc. The proposed fee adjustments to the fee schedule are intended not to offset the cost incurred by the compliance of planning review steps for the array of application types; attached an additional summary of planning department fees. Included is an alternative proposal for consideration, outlining a standard approximately 20% increase in fees associated with public hearings.

## **ACTION REQUESTED:**

Town staff requests that Town Council approve the outlined changes to the Planning Department Fee Schedule to aid in application processing.

## **BUDGET & FINANCIAL DATA:**

No costs incurred.

TOWN OF KIAWAH ISLAND  
**RESOLUTION 2023-01**

**A RESOLUTION TO AMEND THE TOWN OF KIAWAH ISLAND  
PLANNING DEPARTMENT FEE SCHEDULE.**

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

**WHEREAS**, Section 12-30 of the Land Use Planning and Zoning Ordinance states Fees will be levied in order to defray expenditures associated with application processing. The fees are due with submission of an application. Fees shall be determined by the Town Council; and

**WHEREAS**, the Town's Planning Department Fee Schedule was last amended in 2018; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review of application processing, modified public notification requirements and comparison to comparable jurisdictions, it is in the public interest to amend the *Town of Kiawah Island Planning Fee Schedule*.

**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**                      **Resolution**

The Town Council for the Town of Kiawah Island hereby resolves to adopt as its Planning Department Fee Schedule "**Attachment A**" incorporated fully herein by reference.

**Section 2**                      **Effective Date and Duration**

This resolution shall become effective on the date of passage of the resolution.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
John D. Labriola, Mayor

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





## Town of Kiawah Island Planning Department Fee Schedule Effective: TBD

<u>Service</u>	<u>Fee</u>
<b>A. ORDINANCES AND PLANS</b>	
1. Town of Kiawah Island Land Use Planning and Zoning Code Ordinance	\$50.00
2. Town of Kiawah Island Comprehensive Plan	\$90.00
3. Ordinance, Plans & documents in digital form	\$10.00
<b>B. COPIES</b>	
1. Black & White Copies 8.5 x 11 (Single-sided pages)	\$0.15
2. Black & White Copies 8.5 x 11 (Double-sided pages)	\$0.25
3. Black & White Copies 11 x17	\$0.75
4. Color Copies 8.5 x11 (Single-sided pages)	\$0.75
5. Color Copies 8.5 x11 (Double-sided pages)	\$1.25
6. Color Copies 11x17	\$2.00
<b>C. MAPS</b>	
1. Entire Town Zoning or Future Land Use data maps 11x17	\$5.00
2. Entire Town Zoning or Future Land Use data maps 24x36	\$20.00
3. Specific Area Town Zoning or Future Land Use data maps 11x17	\$5.00
4. Specific Area Town Zoning or Future Land Use data maps 24x36	\$20.00
5. Special Requests (Customized maps); Example, parcel boundaries with CAMA Data or other associated data, study areas, municipal boundaries, etc.	\$60.00 per hour
<b>D. RECORDINGS</b>	
1. Copies of Tape/Digital Recordings	\$35.00
<b>E. SUBDIVISION PLATS</b>	
1. One Lot or Exempt Plat	\$50.00
2. 2-10 Lots or Minor Subdivision Plat	\$100.00 + \$10/lot
3. 11 or more Lots or Preliminary Plat for Major Subdivision	\$200.00 + \$10/lot
4. Conditional Plat	\$200.00 + \$10/lot
5. Final Plat	\$100.00 + \$10/lot
6. Public Improvement(s) Review (Engineering)	\$100.00 + \$10/lot
7. Appeals of Subdivision Related Administrative Decisions	\$300.00
<b>F. ZONING</b>	
1. Zoning Verification	\$25.00
<b>G. ZONING PERMITS</b>	

<b><u>Service</u></b>	<b><u>Fee</u></b>
1. Temporary Zoning Permit Fee	\$50.00
2. Protected/Grand Tree Removal Permit (Zoning Permit)	\$75.00
3. Residential Land Disturbance	\$25.00
4. Residential Zoning Permit	\$25.00
5. Home Occupation	\$75.00
6. Commercial and Industrial Zoning Permits:	
a. Up to 5,000 SF and greater building size	\$75.00
b. 5,000 SF and greater building size	\$100.00
<b>H. ZONING AND COMPREHENSIVE PLAN AMENDMENTS</b>	
1. Zoning Map Amendments [Rezoning] including Form-Based Zoning District Applications	\$325.00 + \$10/acre
2. Planned Development (PD) Zoning District Applications	
a. Less than 10 acres	\$350.00 + \$10/acre
b. 10-99 acres	\$1,200.00 + \$15/acre
c. 100 acres or greater	\$1,800.00 + \$20/acre
3. Amendment to existing Planned Development text	\$400.00 + \$2/acre
4. Sketch Plan Amendment	\$350.00 + \$2/acre
5. Zoning and Land Development Regulations Ordinance Text Amendments	\$350.00
6. Comprehensive Plan Amendments	\$350.00
<b>I. DEVELOPMENT AGREEMENT APPLICATIONS</b>	
1. Development Agreement Application Fees	<ul style="list-style-type: none"> <li>• \$900 + \$10/acre; and</li> <li>• Applicants may be required by Council to provide funds to the Town to hire third party consultants and/or experts necessary to assist the Town in reviewing and evaluating the application.</li> </ul>
<b>J. SITE PLAN REVIEW</b>	
1. Limited Site Plan Review	\$150.00
2. Up to 5,000 SF building size or up to 10 acres if no buildings are included in the application	\$300.00
3. Greater than 5,000 SF building size or 10 acres or more if no buildings are included in the application	\$600.00
<b>K. BOARD OF ZONING APPEALS</b>	
1. Appeals of Zoning Related Administrative Decisions	\$350.00
2. Special Exceptions	\$350.00
3. Zoning Variances	\$350.00
<b>L. ADDRESSING</b>	
1. Street Name Change	\$50.00
<b>M. SIGNS</b>	
1. Wall Signs (per use)	\$50.00
2. Free Standing Sign	\$50.00

<u>Service</u>	<u>Fee</u>
<b>N. FEE SCHEDULE NOTES</b>	
1. Zoning and Planning Department fees that are based on acreage include highland acreage and freshwater wetland acreage; OCRM Critical Line acreage is excluded from fee calculations.	
2. Town Council may waive all or a portion of the above fees upon submittal of a request to Council and subsequent approval at a public meeting of Town Council.	
3. If any type of zoning application/permit is required in order to bring properties that have current zoning violations into compliance with the Town of Kiawah Island Land Use Planning and Zoning Ordinance, the zoning application/permit fees shall be doubled.	
4. Separate applications and fees shall be filed for more than one Variance request to each requirement of this Ordinance.	
5. Fees for 911 street signs may be waived.	
6. Fees associated with the Freedom of Information Act adhere to the Town's outlined FOIA Policy.	

# Planning Department Summary

	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
Building Permits Revenue	696,398	889,009	1,559,967	2,206,404	2,287,466
Personnel Cost	421,575	409,419	414,228	451,642	576,920
Development Services Dep Cost	568,068	600,194	604,334	611,112	652,695
Number of Building Permits	259	418	596	696	645

*Planning Fees Collected	7,440	10,261	12,216	16,078	15,762
Personnel Cost	74,592	80,832	81,990	106,401	116,158
Planning Dep Total Cost	84,591	90,832	91,989	136,454	278,001

Planinng Reviews (ZON,SPR,ZV,BZA,SBD,REZ,ACP)		173	250	273	230
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*\*Total fees collected from planning are a fraction of total permitting revenues.*

Total Development Services Cost	\$ 691,026	\$ 696,323	\$ 747,566	\$ 930,696
Planning Cost %	13.1%	13.2%	18.3%	29.9%
Building Cost %	86.9%	86.8%	81.7%	70.1%

Planning Percentage of Fees Collected to Department Cost	11%	13%	12%	6%
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*\*Additional planner hired FY23*

Planning Fee Schedule Comparison

Red Text: Proposed Changes  
Blue Text: Requires Public Hearing

Link to Fee Schedules	Kiawah Current	Kiawah Proposed A	Kiawah Proposed B	<u>Hilton Head</u>	Mt. Pleasant	<u>Beaufort County</u>	<u>Charleston County</u>	<u>Seabrook Island</u>	<u>City of Charleston</u>
SUBDIVISION PLATS									
One Lot or Exempt Plat	\$50.00	\$50.00	\$50.00			\$50	\$50.00	\$75	\$100 (1-4)
2-10 Lots or Minor Subdivision Plat	\$100.00 + \$10/lot	\$100.00 + \$10/lot	\$100.00 + \$10/lot	\$100.00 + \$10/lot	\$25.00 + \$5/lot	\$50/lot	(1-4) \$100.00 + \$10/lot	\$250	\$350 (5-20)
11 or more Lots or Preliminary Plat for Major Subdivision	\$200.00 + \$10/lot	\$200.00 + \$10/lot	\$200.00 + \$10/lot	(6>) \$200.00 + \$10/lot	(25>) \$250		(5>) \$200.00 + \$10/lot	\$250 + \$10/lot	\$500 (20+)
Conditional Plat	\$200.00 + \$10/lot	\$200.00 + \$10/lot	\$200.00 + \$10/lot						
Final Plat	\$100.00 + \$10/lot	\$100.00 + \$10/lot	\$100.00 + \$10/lot		\$150/map		\$100.00 + \$10/lot		\$25/lot
Public Improvement(s) Review (Engineering)	\$100.00 + \$10/lot	\$100.00 + \$10/lot	\$100.00 + \$10/lot				\$100.00 + \$10/lot		
Appeals of Subdivision Related Administrative Decisions	\$300.00	\$300.00	\$300.00	\$300	\$250		\$250		
ZONING									
Zoning Verification	\$15	\$25.00	\$25.00		\$20	\$25/lot	\$10	\$20	\$50
ZONING PERMITS									
Temporary Zoning Permit Fee	\$50.00	\$50.00	\$50.00		\$25	100	\$50.00		
Protected/Grand Tree Removal Permit (Zoning Permit)	\$35.00	\$75.00	\$75.00			\$250	\$25.00		
Residential Land Disturbance	\$25.00	\$25.00	\$25.00				\$25.00		
Residential Zoning Permit	\$25.00	\$25.00	\$25.00		\$25	\$50	\$25.00	\$200	
Home Occupation	\$75.00	\$75.00	\$75.00				\$50.00		
Commercial and Industrial Zoning Permits:									
a. Up to 5,000 SF and greater building size	\$50.00	\$75.00	\$75.00		Additional: \$100		\$50.00		
b. 5,000 SF and greater building size	\$100.00	\$100.00	\$100.00		Up fit: \$50		\$75.00		
ZONING AND COMP. PLAN AMENDMENTS									
Zoning Map Amendments [Rezoning]s including Form-Based Zoning District Applications	\$200.00 + \$10/acre	\$325.00 + \$10/acre	\$350.00 + \$10/acre	\$500	\$400.00	\$300 + \$50/add.lot	\$150.00 + \$10/acre	\$350	\$150 + \$20/acre
Planned Development (PD) Zoning District Applications				\$300 + \$2 per acre					\$910 (TRC)
a. Less than 10 acres	\$300.00 + \$10/acre	\$350.00 + \$10/acre	\$350.00 + \$10/acre				\$300.00 + \$10/acre		
b. 10-99 acres	\$1,000.00 + \$15/acre	\$1,000.00 + \$15/acre	\$1,200.00 + \$15/acre				\$1,000.00 + \$15/acre		
c. 100 acres or greater	\$1,500.00 + \$20/acre	\$1,500.00 + \$20/acre	\$1,800.00 + \$20/acre				\$1,500.00 + \$20/acre		
Amendment to existing Planned Development text	\$350.00 + \$2/acre	\$350.00 + \$2/acre	\$400.00 + \$2/acre				\$300.00 + \$2/acre		
Sketch Plan Amendment	\$300.00 + \$2/acre	\$300.00 + \$2/acre	\$350.00 + \$2/acre		\$200 (0-5 acres)		\$300.00 + \$2/acre		
Zoning and Land Development Regulations Ordinance Text Amendments	\$300.00	\$325.00	\$350.00				\$250.00		
Comprehensive Plan Amendments	\$300.00	\$325.00	\$350.00		\$250		\$250.00		

### Planning Fee Schedule Comparison

Red Text: Proposed Changes  
Blue Text: Requires Public Hearing

DEVELOPMENT AGREEMENT APPLICATIONS									
Development Agreement Application Fees	\$750 + \$10/acre	\$750 + \$10/acre	\$900 + \$10/acre		\$500 (new, amend - \$250)	25 - 50 Acres \$5,000 + \$100.00 per acre 50 – 100 Acres \$7,500 + \$75.00 per acre 100 – 200 Acres \$10,000 + \$50.00 per acre 200 – 500 Acres \$15,000 + \$30.00 per acre 500 Acres or More \$25,000 + \$15.00 per acre	\$750 + \$10/acre		\$500 +\$20 /highland acre
SITE PLAN REVIEW									*BAR fees based on cost of improvements
Limited Site Plan Review	\$100.00	\$150.00	\$150.00				\$150.00		
Up to 5,000 SF building size or up to 10 acres if no buildings are included in the application	\$250.00	\$300.00	\$300.00	Multifamily \$200 + 10 per lot/unit Non-Residential \$500 +\$20/1,000 SF of GFA		\$500	\$300.00		\$200-\$900
Greater than 5,000 SF building size or 10 acres or more if no buildings are included in the application	\$500.00	\$500.00	\$600.00				\$500.00		\$400-\$2,500
BOARD OF ZONING APPEALS									*non residential BZA fees based on cost of improvements
Appeals of Zoning Related Administrative Decisions	\$300	\$350.00	\$350.00	\$100		\$300	\$250	\$250	\$150 - \$1,000
Special Exceptions	\$300	\$350.00	\$350.00	\$200	\$200.00	\$300	\$250	\$500	\$150 - \$1,000
Zoning Variances	\$300	\$350.00	\$350.00	\$250	\$300.00	\$350	\$250	\$500	\$150 - \$1,000



**TAB 9**

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# **TOWN COUNCIL**

## **Agenda Item**

THE TOWN OF KIAWAH ISLAND

## RESOLUTION 2023-03

### A RESOLUTION TO ADOPT THE TOWN OF KIAWAH ISLAND CONFLICT OF INTEREST POLICY

**WHEREAS**, while provisions addressing conflicts of interest for municipal officials currently exist in state law, the Town wishes to adopt a Conflict of Interest policy for all Town Officials that embrace unequivocal standards of disclosure and transparency in government so as to avoid conflicts of interest and the appearance of conflicts of interest; and

**WHEREAS**, adopting a Conflict of Interest policy will clarify expectations from the public when Town Officials are representing the Town in Town related matters and conducting Town business; and

**WHEREAS**, the Town Council wishes to help reinforce public trust in governmental institutions; and

**WHEREAS**, the Town Council has determined that it is appropriate and in the best interest of the Town and the Community to adopt the *Town of Kiawah Conflict of Interest Policy*.

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

#### Section 1                      Resolution

The Town Council for the Town of Kiawah Island hereby resolves to adopt the Town of Kiawah Island Conflict of Interest Policy (Attachment “A”).

#### Section 2                      Effective Date and Duration

This resolution shall become effective on the date of passage of the resolution.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND  
ON THIS              DAY OF              2023.**

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John Labriola, Mayor

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Petra S. Reynolds, Town Clerk



**Town of Kiawah Island**  
**Conflict of Interest Policy**



**Overview:**

The Town of Kiawah Island Town Council values involvement of its council members, staff and volunteers in their work for the community because they help reflect the interests, needs, and resources of the Town of Kiawah Island (“TOKI” or the “Town”) community we all aim to serve and bring a unique perspective to all our work tasks.

All employees and volunteers serving the Town of Kiawah Island are expected to exhibit and promote the highest standards of honest and ethical conduct in all dealings related to the business of the Town. This means that, in working or volunteering for the Town of Kiawah Island, employees and volunteers are expected to act solely in the best interest of the Town and not in their personal interest or in the interest of others. Both employees and volunteers are expected to use good judgement, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the Town.

Decisions about potential conflict of interests whether or not addressed in this policy, are governed by an overriding requirement of honesty, good faith and fiduciary responsibility for the organization and to the community it serves. This policy is intended to supplement but not replace any applicable state or federal laws governing Conflicts of Interest applicable to municipalities in the State of South Carolina. This policy is not a waiver of any additional conflict of interest rules created by local, state, or federal law.

For purposes of this policy, a “Town Official” is considered:

1. Anyone who is legally employed by the Town of Kiawah Island (no matter if full-time or part-time)
2. An elected community member serving on the Council of the Town of Kiawah Island
3. An appointed community member serving on a Commission, Board or Committee of the Town of Kiawah Island
4. A community members selected to participate in Work Groups or Task Force Teams for a particular purpose defined by the Town of Kiawah Island

Town Officials hold their positions for the benefit of the community of Kiawah Island and must always be conscious of public scrutiny and public perception. A conflict of interest, or the appearance of a conflict of interest, can arise in situations in which a duty to act in the best interest of the Town of Kiawah Island or the public interest conflicts with the opportunity of a staff member, an elected official, an appointed official or a volunteer to advance his or her own interest, or that of a family member, close friend, or business associate.

## Conflict of Interest Standards:

This policy is designed to outline some basic guidelines for ethical behavior at the Town of Kiawah Island. The most important principle in this context: Whenever you are in doubt that a conflict of interest has or might occurred, please speak up and consult your manager or talk to your Commission, Board, or Committee Chair or Work Group/Task Force Leader.

A Conflict of Interest or unethical behavior can take many forms and shapes and generally fall into the following categories, and are prohibited:

- **Misuse of Official Position**—Using an official position to get something you are not entitled to, or to get someone else something they are not entitled to.
- **Acceptance of Gifts and Gratuities**—Soliciting or accepting a gift because of your official position, or because of something you can do or have done in your official position.
- **Self-Dealing**— Participating as a Town Official in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest.
- **Nepotism**—Hiring or appointing a person related to an employee or volunteer for the Town of Kiawah Island requires disclosure and approval.
- **Appearance of Conflict**—Acting in a manner that would make a reasonable person think you can be improperly influenced.
- **Divided Loyalties**—Receiving pay from anyone other than the Town to work on a matter involving the Town. Acting as an agent or attorney for anyone other than the Town in a matter involving the Town (whether paid or not).

More specific examples of a conflict of interest or unethical behavior include, but are not limited to:

- (a) A Town Official is expending Town of Kiawah Island funds for personal gain
- (b) A Town Official is purchasing or influencing the purchase of equipment, goods or services for the Town to use or with the Town's funds from individuals, firms or organizations in which the employee or his/her immediate family members have a financial interest
- (c) A Town Official is using the Town's assets to support an external business
- (d) A Town Official is hiring or supervising family members or closely related persons
- (e) A Town Official is accepting gifts, discounts, favors or services worth \$25 or more from an individual, firm or organization unless it can be and is shared by Town of Kiawah Island employees
- (f) A Town Official owns or has a substantial interest in a supplier or contractor to the Town of Kiawah Island
- (g) A Town Official is placing the Town's business with a firm owned or controlled by a Town of Kiawah Island employee or his or her family
- (h) A Town Official is using proprietary and/or confidential information for personal gain or to the Town's detriment
- (i) A Town Official has direct or indirect personal, professional or financial interests in or with the Kiawah Island Community Association, South Street Partners (and affiliates), Kiawah Partners (and affiliates) Kiawah Island Resort Associates (and affiliates), KDP II

LLC (and affiliates), Kiawah Island Club and Real Estate (and affiliates), Kiawah Island Real Estate, LLC (and affiliates), Kiawah Island Golf Resort (and affiliates, including Riverstone), or any utility company (or affiliates) providing good or services to the Town of Kiawah Island.

### **Post Service Obligations:**

Under South Carolina law, a former Town official or employee may not, for a period of one year after terminating service or employment with the Town, accept subsequent employment if the employment:

- (a) is from a person (or entity) who is regulated by the Town by an agency, body or department on which the former Town official or employee served or was employed; and
- (b) involves a matter in which the former official or employee directly and substantially participated during service or employment with the Town.

### **Duty to Disclose:**

All known or potential Conflict of Interest situations shall be immediately reported to the Town Council or the Mayor and Town Administrator. Similarly, all known or potential unethical behavior, whether on the part of any Town Official, that is relevant to the business of the Town, shall be immediately reported to the Town Council or the Mayor and Town Administrator.

All Conflict of Interest disclosures are held in the strictest confidence possible and are shared only on a need-to-know basis. Please assume that most concerns about conflicts of interest can be resolved and appropriately addressed through prompt and complete disclosure.

All Town Officials are required to complete the Town of Kiawah Island Conflict of Interest Disclosure Form and return it to the Town Administrator.

Failure to disclose potential conflicts may result in disciplinary action up to and including termination of Town employees or the release of a volunteer from his/her role for the Town.

**Town of Kiawah Island**  
**Annual Conflict of Interest Disclosure Form**

Please initial in the space at the beginning of Item A or B and if you have to initial Item B please also complete the details below whichever is appropriate. Then please sign and date the statement and return it to the Town Administrator:

A. \_\_\_\_\_ I am not aware of any relationship or interest or situation involving me or a member of my family which might result in, or give the appearance of being, a conflict of interest between me or such family member and the Town of Kiawah Island.

B. \_\_\_\_\_ The following are relationships, interests, or situations involving me or a member of my family that might result in or appear to be an actual, apparent, or potential conflict of interest between me or such family member and the Town of Kiawah Island (please mark behind whatever applies):

For-profit corporate directorships or employment with \_\_\_\_\_.

Non-profit trusteeships or employment with \_\_\_\_\_.

Memberships in the following organizations: \_\_\_\_\_.

- Contracts, business activities, and investments with or in the following organizations: \_\_\_\_\_

\_\_\_\_\_.

- Other relationships and activities: \_\_\_\_\_

\_\_\_\_\_.

**ACKNOWLEDGEMENTS**

I have read and understand the Town of Kiawah Island's Conflict of Interest policy and agree to be bound by it. I will promptly inform my manager, or the Town Administrator, or the Chair of my Commission/Board/Committee or the Leader of my Work Group/Task Force of any material change that develops in the information contained in the foregoing statements.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Town Official Position or Involvement

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**TAB 10**

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# **TOWN COUNCIL**

## **Agenda Item**



# REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Town Council

**FROM:** Bruce D. Spicher

**SUBJECT:** Amend Article 14, Chapter 5 Permit and Operating Requirements, addition of Subparagraph 10

**DATE:** August 18, 2023

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## **BACKGROUND:**

There is a discrepancy between the International Residential Code (IRC) and the International Property Maintenance Code (IPMC) regarding room size requirements when the room has a sloped ceiling.

The IRC requires a 7-foot ceiling height for 50 percent of the given room area, while the IPMC requires a 7-foot ceiling height for one-third of the room area.

This conflict poses a problem when inspecting new homes for both new construction compliance and rental license compliance.

## **ANALYSIS:**

By adding the more stringent requirement of the International Residential Code as defined in the redline document the conflict is resolved.

## **ACTION REQUESTED:**

Approve ordinance language as amended.

## **BUDGET & FINANCIAL DATA:**

None

## THE TOWN OF KIAWAH ISLAND

# ORDINANCE 2023-15

### AN ORDINANCE TO AMEND ARTICLE 14 - GENERAL REGULATIONS, CHAPTER 5 - RENTAL APPLICATIONS AND REGULATIONS, SECTION 14-503 – PERMIT AND OPERATING REQUIREMENTS

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Chapter 5 - Rental Applications And Regulations, Section 14-503. – Permit And Operating Requirements and;

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, believes that certain adjustments and amendments need to be made to Chapter 5 - Rental Applications and Regulations, and;

**WHEREAS**, the Town wishes to add language to Section 14-503. to provide clarity and correct typographical errors.

**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 14 - General Regulations, Chapter 1 - Flood Damage Prevention, Chapter 5 - Rental Applications And Regulations, Section 14-503. – Permit And Operating Requirements, to add language in Section 14-503.

#### **Section 2**

#### **Ordinance**

The Town hereby amends Section 14-503. – Permit And Operating Requirements 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 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 \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**John D. Labriola, Mayor**

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

1<sup>st</sup> Reading Approval -

2<sup>nd</sup> Reading Approval -



**Sec. 14-503. Permit and operating requirements.**

- (a) It shall be the sole responsibility of the STR owner directly or through his or her authorized agent to notify and educate the guests of all applicable STR rules and regulations, including all rules encompassed in section 14-506.
- (b) No owner or his or her agent may advertise a STR property in any manner that would constitute a violation of this chapter. The property owner and his/her authorized agent shall be jointly responsible for the accuracy of advertising of all STR properties as required in section 14-503(c).
- (c) The advertisement of any STR properties must include the rental business license number, the maximum number of vehicles permitted for overnight parking, the number of approved bedrooms, and the maximum allowable occupancy
- (d) Prior to the issuance of a STR rental business license, all first-time STRs applying for a license or any property requesting a change in the number of bedrooms or a change in parking capacity are subject to and must pass a rental property inspection pursuant to section 14-503(e).
- (e) ~~All rental properties shall remain compliant with the current edition of the International Property Maintenance Code (IPMC). All STR properties are subject at any time, with notice, to inspection for compliance to the IPMC and/or town ordinances. Inspections will include, but not limited to:~~

All rental properties shall remain compliant with all currently adopted codes and ordinances. Properties are subjected to inspection with proper notification, at any time, to ensure compliance. Inspections will include, but are not limited to:

- (1) Smoke alarms. Smoke alarms are required in each bedroom and the hall leading to the bedroom.
- (2) Carbon monoxide detector.
- (3) Sprinkler system. If the residence has a fire sprinkler system, it shall be the owner's or their authorized agent's responsibility to furnish documentation to the code enforcement officer that their sprinkler system received an annual inspection and is in proper working order.
- (4) Fire extinguishers. A fire extinguisher meeting the requirements as a 1-A: 10-B:C shall be under the kitchen sink in all rental units.
- (5) Vehicle parking spaces. Verification of the number of vehicle parking spaces permitted on site as set forth in section 14-506(d).
- (6) Bedroom count. Verification of the number of bedrooms within each rental unit as set forth in section 14-506(c).
- (7) Structural elements. Decks, stairs, handrails, and guardrails including boardwalks.
- (8) Enclosed trash receptacles. Trash receptacles shall be enclosed in a garage or approved screened enclosure.
- (9) Posted address and contact information and rules and regulations. Each rental unit shall furnish the property's address, and the owner's or authorized agent's contact information, including all other information required by section 14-506, inside the unit in a visible place to occupants in the event of an emergency.
- (10) Minimum height requirements for habitable space, hallways, and portions of basements containing these spaces shall have a ceiling height of not less than 7 feet. Bathrooms, toilet rooms, and laundry rooms shall have a ceiling height of not less than 6 feet 8 inches.

Exceptions:

1. For rooms with sloped ceilings, the required floor area shall have a ceiling height of not less than 5 feet and not less than 50 percent of the required floor area shall have a ceiling height of not less than 7 feet.
2. The ceiling height above bathroom and toilet room fixtures shall be such that the fixture is capable of being used for its intended purpose. A shower or tub equipped with a showerhead shall have a ceiling height of not less than 6 feet 8 inches above an area not less than 30 inches by 30 inches at the showerhead.
3. Beams, and girders spaced apart not less than 36 inches in clear finished width shall project not more than 78 inches from the finished floor.

(Ord. No. 2019-08 , §§ 1, 2, 11-5-2019)

## CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

### 404.3 Minimum ceiling heights.

*Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

#### Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

## CHAPTER 3 BUILDING PLANNING

### R305.1 Minimum height.

*Habitable space*, hallways and portions of *basements* containing these spaces shall have a ceiling height of not less than 7 feet (2134 mm). Bathrooms, toilet rooms and laundry rooms shall have a ceiling height of not less than 6 feet 8 inches (2032 mm).

#### Exceptions:

1. For rooms with sloped ceilings, the required floor area of the room shall have a ceiling height of not less than 5 feet (1524 mm) and not less than 50 percent of the required floor area shall have a ceiling height of not less than 7 feet (2134 mm).
2. The ceiling height above bathroom and toilet room fixtures shall be such that the fixture is capable of being used for its intended purpose. A shower or tub equipped with a showerhead shall have a ceiling height of not less than 6 feet 8 inches (2032 mm) above an area of not less than 30 inches (762 mm) by 30 inches (762 mm) at the showerhead.
3. Beams, girders, ducts or other obstructions in *basements* containing *habitable space* shall be permitted to project to within 6 feet 4 inches (1931 mm) of the finished floor.
4. Beams and girders spaced apart not less than 36 inches (914 mm) in clear finished width shall project not more than 78 inches (1981 mm) from the finished floor.



**TAB 11**

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# **TOWN COUNCIL**

## **Agenda Item**

## ORDINANCE 2023-16

### AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND MUNICIPAL CODE ARTICLE 2 – GENERAL GOVERNMENT AND ADMINISTRATION, CHAPTER 5 - OFFICES AND DEPARTMENTS, SECTION 2-505 - TOWN TREASURER

**WHEREAS**, the Town of Kiawah Island Code of Ordinances currently contains Article 2, Chapter 5, Section 2-505 governing the Town Treasurer; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend Section 2-505(c)(4), which requires that council approve the payment of all bills; and

**WHEREAS**, the Town Council wishes to amend Section 2-505 governing the Town Treasurer.

**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 2 - General Government and Administration, Chapter 5 - Offices and Departments, Section 2-505 - Town Treasurer, to remove Section 2-505(c)(4)'s requirement that Town Council approve the payment of all bills.

#### **Section 2**                      **Ordinance**

The Town hereby amends Section 2-505 - Town Treasurer; Subsection (c)(4) as follows:

#### **Sec. 2-505. Town treasurer.**

- (a) At the first regular meeting of the council following the inauguration meeting, the council shall appoint an officer to be known as the town treasurer, who shall hold office at the pleasure of council or until a successor is duly appointed and qualified.
- (b) Before entering upon the duties of office, the town treasurer shall enter into a bond in such sum as shall be approved by the council for the faithful performance of the duties of the office.
- (c) The town treasurer shall perform the following duties:
  - (1) Collect all claims and accounts that may be due and payable to the town;
  - (2) Receive all money belonging to the town;
  - (3) Issue all licenses and badges for which provision may be made and collect all fees for licenses that may be imposed;
  - (4) Pay all bills owed by the town-~~when approved by council~~;
  - (5) Deposit funds in banks as designated by council;

- (6) Make statements as to the financial condition of the town as ordered by the council;
- (7) Keep account of all money and accounts and inventories of town property, real and personal, and report to council as requested;
- (8) Maintain a record of all town capital assets;
- (9) Prepare a town budget as requested by the town; and
- (10) Perform such other duties as may be required by the council.

**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 Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**John Labriola, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:



**TAB 12**

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# **TOWN COUNCIL**

## **Agenda Item**





# Request for Town Council Action

**TO:** Town Council

**FROM:** Jim Jordan

**SUBJECT:** Request to complete Marsh Restoration and Public Access Feasibility Proposal

**DATE:** September 1, 2023

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## **BACKGROUND:**

The Town of Kiawah Island developed a Marsh Management Plan in 2022 and created a Comprehensive Marsh Management Plan (CMMP) workgroup in 2023 to begin to implement components of the plan. The workgroup has discussed areas of concern and is currently focused on 3 main objectives: 1. Communications, 2. Permeable surfaces, and 3. Kiawah River Bridge access improvements. Ways and Means and Town Council approved the Marsh Restoration and Public Access Feasibility on August 1 with a hard stop after the Initial Assessment phase.

## **ANALYSIS:**

The initial work has been completed and all stakeholders are in agreement regarding the goals for the project and are supportive of the study being completed. This includes the following stakeholders: Kiawah Conservancy, Kiawah Partners, Kiawah ARB, KICA, and the Kiawah Island Golf Resort. The goals and objectives agreed to by all parties are as follows:

1. **Restoration:** Restore oyster beds along river bend, restore grasses along causeway, showcase a variety of living shoreline strategies.
2. **Conservation:** Prevent negative impacts and damage to the marsh.
3. **Public access:** Provide passive access, observation, fishing/crabbing, no kayak launching, no pedestrians on grasses.
4. **Education:** Include an outreach element with signage to explain marsh restoration/conservation efforts, benefits of healthy marshes, how you can help (stay off the grasses).
5. **Community Showcase:** Enhance marsh, educational opportunities, and showcase the community as a resilience leader at this gateway location to the Kiawah Community for residents and visitors.

The Town Attorney has consulted with attorneys from Kiawah Partners and they are in agreement that the conservation easement in this area held by the Kiawah Conservancy begins 100 feet from the existing Town of Kiawah Island right-of-way (shown on attached map).

## **ACTION REQUESTED:**

Town Staff is requesting that Town Council approve completing the feasibility study for an amount not to exceed \$31,500.

## **BUDGET & FINANCIAL DATA:**

This project will be funded through 70% restricted funds and 30% from the general fund.



Map Showing the Kiawah River Bridge Access, including property lines and a 100 foot buffer.

KIAWAH CAUSEWAY  
MARSH RESTORATION &  
COMPLEMENTARY PUBLIC ACCESS IMPROVEMENTS

PRELIMINARY INFORMATION

Prepared By Weston & Sampson and Elko Coastal Consulting, LLC  
August 2023





## KICKOFF MEETING: Town of Kiawah Island Council Chambers on August 24, 2023

### Meeting Goal:

To determine public access, conservation, and restoration goals, as well as site constrictions.

In Attendance: Dr. Nicole Elko, Jim Jordan, Lee Bundrick, Andrew Capelli, Brian Gottshalk, Jake Feary, Lucas Hernandez, Kim Morganello, & Jeannie Lewis

The following provides discussion points made during the kickoff meeting as it relates to restoration, conservation, and access:

Framework: The conservation easement held by the Kiawah Conservancy begins at MHW or 100' from parcel boundaries and spans the area from the Kiawah causeway bridge to Rhett's Bluff boat landing back to Kiawah Island. The Greenbelt Funding allocated for the site from Charleston County includes fishing, crabbing, and nature observation for public use, but does not include kayak launch.

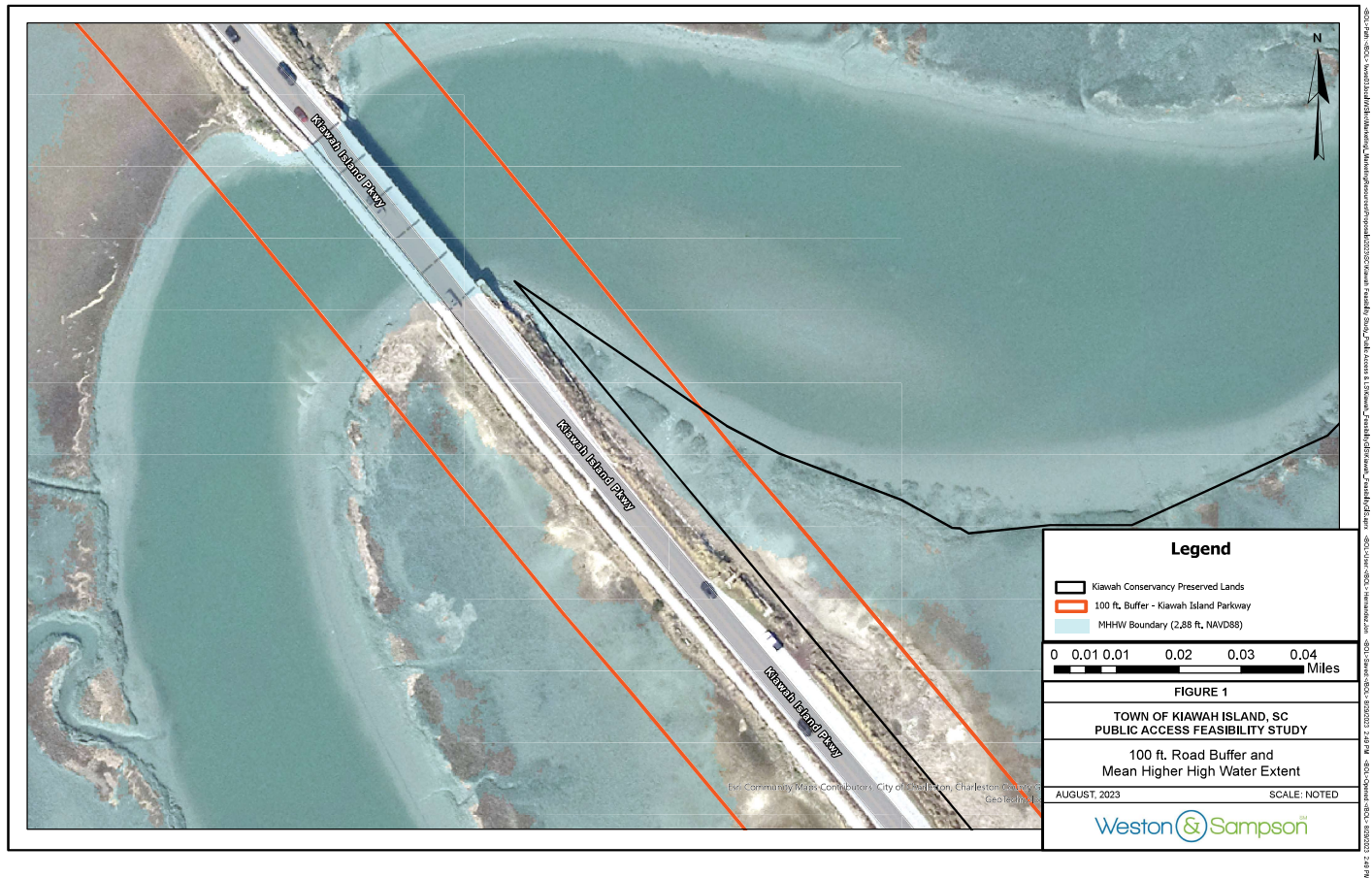
Restoration Discussion: The area of focus includes the marsh edge along the bend in the river as well as salt marsh along the causeway. The group discussion indicated an alignment of goals which places living shorelines (marsh edge) as the priority, and marsh restoration (existing salt marsh growth) as the secondary restoration goal but still desirable. All agreed imperative to keep people from walking on the salt marsh. Community input is essential.

Conservation Discussion: The agreed upon metric for conservation is the ability to prevent damage to the salt marsh. This site provides an excellent opportunity to educate public on marsh conservation, and with potential access infrastructure, to provide a close view of restoration techniques and strategies. The Town cannot maintain marsh around the island, and this place provides an opportunity to teach others how to manage marsh. People should be kept out of the marsh but still able to get close. This is a focal point and gateway to Kiawah Island; therefore, the site needs to be maintained in natural state.

Access Discussion: Up to 12 parking spots have been delineated at the site. Anticipated that most users are traveling from off of Kiawah Island (Seabrook, Johns Island, West Ashley, etc), as needs for water access are typically met inside the gate of Kiawah Island. A potential access strategy is to create an elevated boardwalk that is 10-20' off of the causeway that stays out of the easement area. This type of structure would get people to the water and allow for them to look back at a living shoreline demonstration site. Rocks present from the existing revetment may prove a challenge for construction. The boardwalk could potentially be constructed low enough so that it is not seen from the causeway. Any restriction of kayak launch at the focus area may require an ordinance from Council. Nearby Mingo Point allows kayak launch for \$5.00 providing access for non-motorized watercraft to the Kiawah River.

\*The following map was requested during the 8/24/23 kickoff meeting

## Focus Area MHHW, 100' Buffer & Kiawah Conservancy Preserved Lands



## Resulting Goals From 8/24 Kickoff Meeting

**RESTORATION:** Restore oyster beds along river bend, restore grasses along causeway, showcase a variety of living shoreline strategies.

**CONSERVATION:** Prevent negative impacts and damage to the marsh.

**PUBLIC ACCESS:** Provide passive access, observation, fishing/crabbing, no kayak launching, no pedestrians on grasses.

**EDUCATION:** Include an outreach element with signage to explain marsh restoration/conservation efforts, benefits of healthy marshes, how you can help (stay off the grasses).

**COMMUNITY SHOWCASE:** Enhance marsh, educational opportunities, and showcase the community as a resilience leader at this gateway location to the Kiawah Community for residents and visitors.

\*The following information was presented by the consultant team on existing conditions at the 8/24/23 kickoff meeting.



The area of focus is where the Kiawah Island Parkway crosses the Kiawah River. The focus area also includes the salt marsh located east and directly adjacent to the causeway.



This area serves as a passive park; providing access to the water's edge. Recreational use includes fishing, crabbing, kayak launch, and nature viewing.

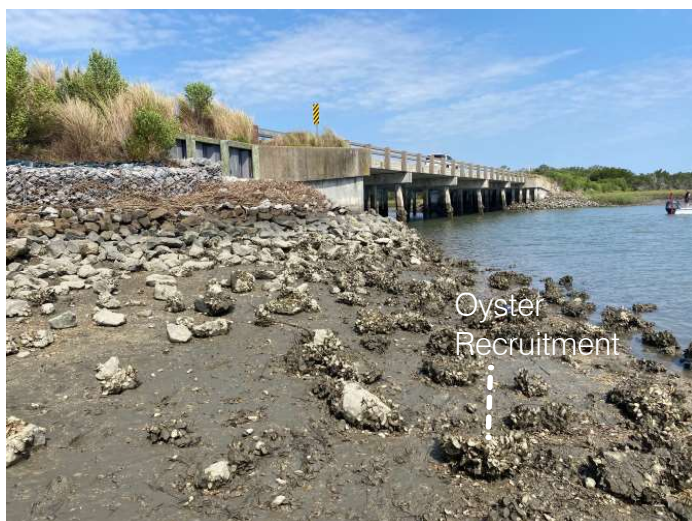
The salt marsh is showing signs of stress as indicated by escarpments along the marsh edge and a heavy wack layer that is trapped by the causeway.



## Site Assessment: Biological Indicators/Site Conditions



An escarpment is present in marsh edge areas that is approximately 12" to 18" in height.



Oysters are establishing on rocks and other hard surfaces, indicating spat in the water column. An oyster-based living shoreline approach is appropriate.



*Spartina alterniflora* is the dominant plant present. Sea ox-eye daisy is also present in tidally influenced areas of higher elevation.



Wave energy from boat wake is minimal. Boat traffic is not heavy. Boats must slow down to cross under the Kiawah causeway bridge.



Stormwater outfall from Kiawah Island Parkway.



A revetment of vertical caged rock marks the transition from uplands to tidal area. Wack is trapped covering existing *Spartina*.



## Preliminary Site Assessment: Energy



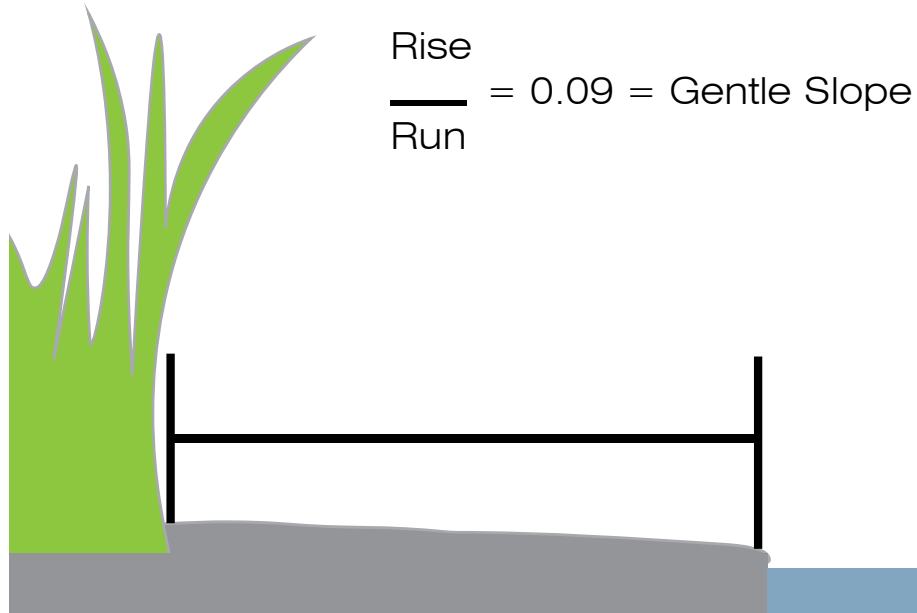
The energy of the site will help to determine salt marsh restoration techniques that may be successful. The outside and inside bends of the river were identified as illustrated above. The outside bend indicates areas with higher energy that could exacerbate shoreline erosion.



The width of the river also indicates the amount of energy present at the site. The greater the fetch, area for wind and waves to gain power, the greater the potential for wave driven erosion. This section of the Kiawah River is approximately 400' wide and does not present an area with high wave energy based on water body width.



## Preliminary Site Assessment: Slope



Weston & Sampson staff measure slope on site using a line level.

The area of focus has a slope of 0.09 which is considered a gentle slope as it pertains to design for living shorelines. A gentle slope is preferred; steeper slopes may cause materials to slide or displace over time.


## Preliminary Site Assessment: Sinkability



This photo is of very soft/moderately soft substrate. Sinkability is high. Any living shoreline materials applied in this area should be light in weight.

Upon preliminary assessment, the substrate in the focus area ranges from very soft, moderately soft, to firm. These conditions provide an opportunity to apply more than one method of marsh edge restoration.



 Firm  Very Soft/Moderately Soft



July 6, 2023

Jim Jordan  
Town of Kiawah Island  
4475 Betsy Kerrison Pkwy  
Kiawah Island, SC

**RE: Marsh Restoration and Complementary Public Access Improvements east of the Kiawah River and Kiawah Island Parkway**  
**2<sup>nd</sup> REVISION: Proposal for Feasibility Study**

Dear Mr. Jordan:

**Elko Coastal Consulting, Inc. (ECC)** is pleased to offer a feasibility study service for the Town of Kiawah Island in partnership with Weston & Sampson ("the team"). ECC is a local, woman-owned, small business, has been providing coastal management services since 2009. Founded in 1899, Weston & Sampson has been providing public agencies, municipalities, and private sector clients with cost-effective and innovative solutions to their challenges for more than 120 years! Together, our teams are committed to conducting a targeted feasibility study for Kiawah River public access to determine what is environmentally appropriate, permissible, legal, and desired by stakeholders.

The team will develop a final report and up to two conceptual designs informed by information gathered from site assessment and stakeholder engagement as requested by the Town of Kiawah Island and the Marsh Management Subcommittee. We will hold a scoping meeting with key stakeholders from the Kiawah entities, conduct an environmental review, research permit feasibility, and facilitate a meeting with state and federal regulators to ensure a smooth permitting and engagement path as the project moves forward. The deliverable will include a final report with an existing conditions assessment, conceptual designs, and permitting recommendations. Work will be invoiced monthly as completed.

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services. We appreciate the opportunity to provide a proposal and look forward to working with you. If you have any questions on this matter, please feel free to contact me at the number or email address below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nicole Elko", written over a light blue circular stamp.

Nicole Elko, Ph.D.  
President



## Introduction

The area of focus for this feasibility study is the tidal banks of the Kiawah River east of the Kiawah Island Parkway. This area serves as a passive park; providing recreational access including fishing, kayak launch, and nature viewing. The salt marsh is eroding along the marsh edge as indicated by escarpments. Living shoreline techniques can help to protect existing marsh.

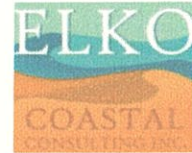
Focus Area:



In terms of marsh restoration, an initial installment of up to 250 linear feet of living shoreline is suggested for the site. Diverse stabilization practices will be assessed, such as those outlined in the [Nature-Based Solutions Manual for Kiawah Island](#), with consideration of other practices which restore and enhance tidal salt marsh habitat using organic materials. Materials may include coir logs, bagged shell, oyster castles, and manufactured wire reefs (MWRs). The diverse methods are not only suited to site specific conditions including slope and sediment softness but will also serve as a demonstration to community members seeking to better understand the practicality of this emerging practice.

In terms of public access, the team will consider various scenarios that will both complement the goals of a marsh restoration project in this area and address site constrictions.





### Scope of Work

Conduct a feasibility study for marsh restoration and complementary public access improvements to the existing access point on the outbound lane of the Kiawah Island Parkway at the Kiawah River Bridge. Develop a final report that will include up to two concept designs for each public access improvements and marsh restoration alternatives, permitting recommendations, and an existing conditions assessment as requested by the Town of Kiawah Island (TOKI).

Engagement activities for this project will include working with “key stakeholders” defined as representatives from TOKI, Kiawah Conservancy, Kiawah Resort Associates, Kiawah Island Community Association, and additional representatives from other appropriate Kiawah entities if desired such as the TOKI Architectural Review Board, etc. External public engagement will not take place during this phase.

The feasibility study will include the following tasks:

#### INITIAL ASSESSMENT

- Understand site conditions and potential features for inclusion as related to the interplay of public access improvements and a marsh restoration (living shoreline) project,
- Facilitate one (1) kick-off meeting with key stakeholders to determine public access, conservation, and restoration goals, as well as site constrictions, and
- Conduct a site assessment with at least two Weston & Sampson staff members.

#### ENVIRONMENTAL REVIEW

- Document existing conditions to include physical and biological characteristics and indicators to help inform site planning and permitting process.
- Coordinate the establishment of the critical line with DHEC OCRM.
- Conduct a preliminary analysis of the relative impacts of existing public use (kayaks, pedestrians, rack coverage, stormwater runoff).

#### CONCEPTUAL DESIGNS

- Refine the Conservancy’s proposed living shoreline concept plan as needed to incorporate complementary public access.
- Provide two (2) public access concept designs to balance the entities’ public access, conservation, and restoration objectives,
- Provide two (2) living shorelines concept plans for communication with decision makers and community members,
- Obtain initial community input on concept plans using an online survey,
- Engage key stakeholders in one (1) group meeting which may be conducted on site for feedback to inform and refine the concept drawings, and
- Modify concept designs based on stakeholder feedback.

#### PERMITTING FEASIBILITY

- Research permitting requirements as it relates to proposed features for inclusion and scope of project.
- Facilitate one (1) scoping meeting with federal and state regulators (US Army Corps of Engineers, SCDHEC Ocean and Coastal Resource Management, and SCDHEC 401 and Navigable Waters Programs) to determine design limitations and to inform future decisions.



## **FINAL REPORT**

The deliverable will be a final report that includes:

- Project goals,
- Mapping/visualization and summarization of existing conditions assessment,
- Site analysis to best determine specific parameters of living shoreline implementation and complementary public access improvements,
- Conceptual designs, and
- Brief summary of agencies' comments and permitting recommendations.

The information in the final report will inform the next steps in project implementation and will assist with broader communication with Kiawah Island's community members. Full public engagement on conceptual designs should occur after this study is complete once permissions are granted from the project area landowner and easement holder.



**TIMELINE:**

The project team will provide draft concepts for marsh restoration and public access by October 2023 and a final report by May 1, 2024.

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>1 Initial Assessment</b>										
Kick-off meeting										
Site Assessment										
Monthly meetings with subcommittee										
<b>2 Environmental Review</b>										
Document existing conditions										
Coordinate critical line survey										
Analyze public use impacts										
<b>3 Conceptual Designs</b>										
Refine draft restoration concept										
Provide public access concepts										
Provide restoration concepts										
Initial community input										
Key stakeholders meeting										
Refine concepts										
<b>4 Permitting Feasibility</b>										
Research needed permits										
Meeting with regulators										
<b>5 Final Report</b>										
Prepare draft										
Incorporate feedback										
Submit final report										



#### COMPENSATION

ECC shall invoice TOKI monthly for services which will be billed hourly at an average rate of \$135/hr on average, depending on team member skill level. Reimbursable expenses are billed at cost + 15%. Costs for this task will **not exceed \$31,500**. Should additional effort or tasks be needed and exceed the stated amount, ECC will inform TOKI and secure written approval prior to initiating the work.

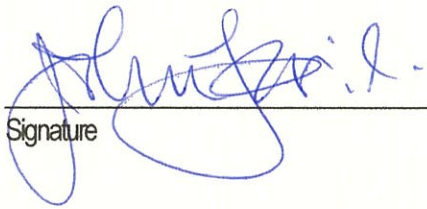
ECC has proposed an aggressive schedule to complete this work by late Spring 2024 but suggests that the contract period run from July 2023 – June 2024, with the ability of the Town to extend the contract annually for up to five years, only if desired.

Town Council has authorized the Initial Assessment task of the study stipulating that Council evaluation and approval are required prior to continuation of the study.

Approved by:

John D. Labriola, Mayor

Owner Name:

A handwritten signature in blue ink, appearing to read "John D. Labriola", is written over a horizontal line.

Signature

August 1, 2023

Date



FYI

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# **TOWN COUNCIL**

## **Information Item**





TOWN OF KIAWAH  
*Arts*  
& CULTURAL  
EVENTS

2022-2023  
ANNUAL REPORT



# Impact Through Numbers



**33 Events**



**5,017 Total  
Audience  
Attendance**



**\$44,803 Total  
Revenue**



**4,013 E-Blast  
Subscriptions**

This season, the Arts Council hosted 33 events of varying arts genres, including music, dance, theatre, film, and more.

Many shows sold out and audiences grew. Combined attendance across the varying performances totaled 5,017.

Patron engagement was a high priority, and the Arts Council E-Blast subscription count increased to 4,013.



# The Work of the Arts Council

Since its creation in 2004, the Arts Council has grown from having 10 events per year with a \$25,000 budget to having more than 30 events a year with a \$300,000 budget. The program could not function without its 10 volunteer members responsible for proposing and selecting each season's events.

Arts and Cultural Events Coordinator Ruthie Foster chairs the Arts Council. With the help of its members, she facilitates all event operations while offering administrative support and oversight.



*"Our mission is to enhance community and tourist appreciation and involvement in performing arts within the Town of Kiawah Island and its environs by providing a diversity of planned programs. We shall strive to ensure that Kiawah is recognized as an arts and culturally-minded community."*



# A Season in Review

While planning its 2022-2023 season, the Arts Council prioritized balance, diversity, variety, and quality. They presented 33 events featuring genres ranging from classical music to flamenco dance and included both local groups and international touring acts.



Following the aftermath of the COVID-19 pandemic and navigating through reduced capacities, shortages, inflation, and staffing changes, the Arts Council was ecstatic to be back in full swing. The first half of the season included the musical *The Last Five Years*, presented by Footlight Players, HALO's operatic selections entitled *Moonriver*, award-winning pianist David Fung, bluegrass artist Sam Bush, the Charleston Jazz and Symphony Orchestras, and much more.



The second half of the season encompassed more sold-out events, such as two-time Grammy award-winning, Gullah-inspired jazz band Rany Tanky, the California Guitar Trio, and of course, fan-favorite Liquid Pleasure. Audiences were delighted by the internationally acclaimed Tablao Flamenco dance group, as well as the 16th Annual Blues by the Sea Festival, which drew audiences of more than 400.



The events described above are just some of the successful activities sponsored last season. The Arts Council takes great pride in providing quality arts events for both the Kiawah community and its visitors.



# The Feasibility Study

## Background:

This past year, the Town of Kiawah Island hired a team of experts in developing and operating arts facilities to conduct a feasibility study on the need and opportunity for a new arts and cultural center for Kiawah Island. Such a venue would provide the Town's Arts and Cultural Events Council with its own performance space, allowing it to broaden the scope of programming. The Arts Council wrote the below letter in response to the study.

### A Letter From the Arts Council

*"All of us who serve on the Arts Council are residents of Kiawah. Some of us have served as volunteers for almost two decades; others are fairly new to the Council. We volunteered because we all have a passion for the arts and the desire to improve the quality of life for island residents and visitors. Our group is truly a "working committee" in every sense. We work closely with artists, agents, technicians, and venues and individually manage our sponsored activities. We constantly strive to bring new volunteers into the Council to reflect the preferences of our increasing and changing population.*

*Over the past several years, it's become increasingly difficult to find and schedule venues for the events – which is why we asked the Town to consider commissioning a feasibility study to determine if the development of a permanent facility might be possible. We were so appreciative that the Town (both staff and our elected officials) listened to us and responded positively to our request."*

## Update:

The Phase 1 findings presented at the April Town Council meeting displayed that the concept is feasible and responsive to community needs. On June 8, the Town partnered with the consulting team to host a workshop where more than 30 potential facility users gathered to discuss the physical and operational implications of new facilities and gave insight on design and operations.

The Town continues to work with the consultants on the study, which is currently in Phase 2, where physical and business plans for recommended facilities are being developed.





# **A Thank You**

## **From the Arts Council**

We are immensely grateful for the support of our community and want to thank our dedicated audiences for consistently attending and championing our events. Our patron base, largely consisting of Kiawah Island residents, fuels our passion for bettering the community through the arts.



We want to thank Mayor John Labriola, Town Administrator Stephanie Tillerson, and the members of Town Council for recognizing the importance of our work and supporting current and future endeavors.

We want to thank our vendors for helping us build a theatre from the ground up for every event. A special thank you to Andrew Higdon from Hope Sound, Matt Varner from Prime Time Productions, and Joseph Fox from Fox Music.

We want to thank our venues for working with us to help schedule events, despite their busy schedules. A special thank you to Barbara Steele at the Kiawah Island Golf Resort, Amy Cook at the Sandcastle, Michelle Duplessis at the Seabrook Island Clubhouse, Teri Hiers at Church of our Saviour, and Mary Lubic at Holy Spirit Catholic Church.



Lastly, we thank our fellow Arts Council members who volunteer their time and expertise for each event. From initially proposing artists to the day of the event, they are present every step of the way. The success of the program can be attributed to their dedication and passion alone. We can not wait for another successful Arts and Cultural Events season.

**David Wohl, Vice Chair**

**Bill Blizzard**

**Judy Chitwood**

**Becky Hilstad**

**Jodi Rush**

**Joan Collar**

**Kristin Thompson**

**Dylan Keith**

**Kimberly Adele**

\*A special thank you to Arts Council member Dylan Keith for providing the photos within this Annual Report.

# 2022-2023 Highlights



The Footlight Players



Tablao Flamenco



Andy Irwin



Arts Council Member Jodi Rush



The Charleston Jazz Orchestra



David Fung



Hotsy Totsy



Nina Sandberg and Daniel Mumm



Arts Council Member Becky Hilstad



Glenn Brown



Sam Bush



## Ranky Tanky